RECEIVED SEP 2 7 2013 RS
Paid $320.00 Statesville

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

Application for IMPROVEMENT PERMIT, AUTHORIZATION TO CONSTRUCT, or EXISTING SYSTEM INSPECTION

(THE ABOVE PERMIT DOCUMENTS WILL BECOME INVALID IF INFORMATION PROVIDED ON THIS APPLICATION IS FALSIFIED OR CHANGED, OR I 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 EXPIRATIO. SEE 15A NCAC 18A .1937(f) FOR DETAILS)

1. APPLICATION FOR: ___ Improvement Permit X Authorization To Construct ___ BOTH ___ Existing System Inspectio

2. Page 2: *Site Plan Worksheet* Form MUST Accompany This Application
The following optional attachments may also be submitted: X 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:

Adams Home AEC, LLC	10115 Kincey Ave #160 Huntersville, NC 28078	704-825-0533	
Applicant Name	Mailing Address	Home Phone #	Alternate Phone #
Adams Home AEC, LLC	10115 Kincey Ave #160 Huntersville, NC 28078	704-825-0533	
Owner Name	Mailing Address	Home Phone #	Alternate Phone #

4. Property Information:

131 Nesting Quail Ln	Highland Ridge	Lot 22
Street Address	Subdivision Name	Section/Phase and Lot Number

Driving Directions: From I 77 North, exit 36, Left at top of ramp onto Hwy 150, Right onto Perth Rd Left onto Fern Hill Rd, Left into the community.

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

(X) New, Single Family Residence
( ) New, Multi-Family Residence
( ) Expansion of Existing Septic System
( ) Repair To Failing Septic System due to ___
( ) Other ___

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

( ) Crawl Space Foundation?
(X) 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:

(X) 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)* ( ) Existing system--installed in ___ YEAR

( ) Alternative (X) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other ___ ( ) No Preference

8. 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. industry) 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.

9. Signature: Roxanne Green
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

09/23/2013
DATE

IREDELL COUNTY HEATLH 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...
	SHOW: proposed house or business footprint, wells, water lines, patios, po and decks, and any other item that will occupy space on the site
X	Front and side setbacks from property line...
X	Preferred driveway location and configuration, preferred 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:

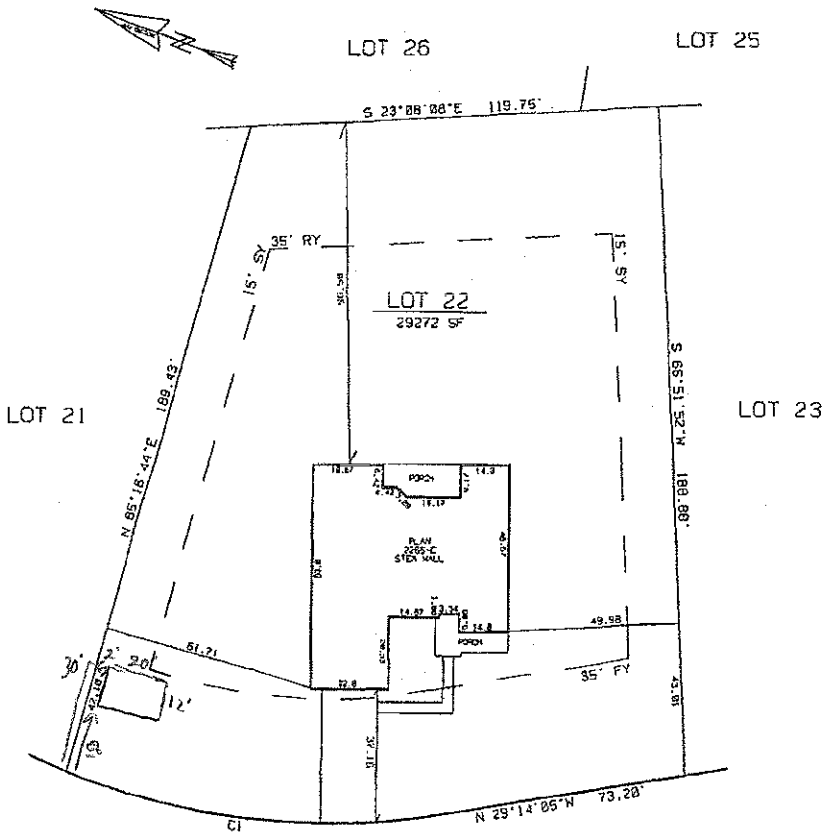
X	Location of septic systems and wells within 100' of your property...	N/A
X	Location of easements and rights of ways on your property...	N/A
X	Location of any designated wetlands on the property...	N/A

Signature: RoXanne Green
REQUIRED property owner or owner's legal representative signature.

09/23/2013
DATE

USE THIS SPACE TO DRAW YOUR SITE PLAN

White Copy – Environmental Health Yellow Copy – Applicant
V:\FORMS\OSWP Forms\Application For OSWP Permit.doc



NESTING QUAIL LANE

45' PUBLIC R/W

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	38°12'42"	207.58'	189.41'	98.01'	186.15'	N 14°07'47"W

ADAMS HOMES

PLOT PLAN

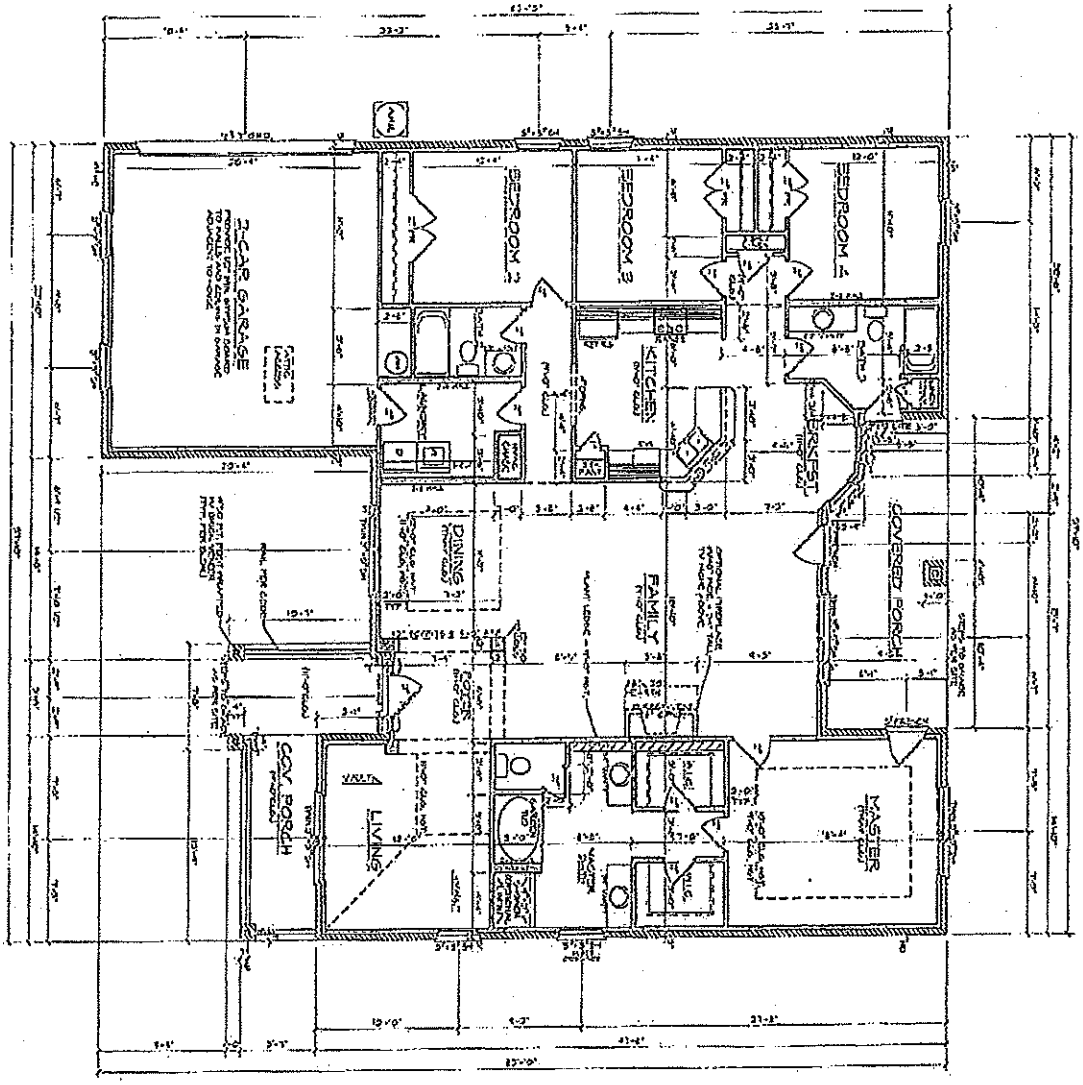
CF
131 NESTING QUAIL LANE
LOT 22 OF HIGHLAND RIDGE
FALLSTOWN TOWNSHIP, IREDELL COUNTY, N.C.

SCALE - 1" = 40'

0 20 40 60 80

MAP RECORDED IN BOOK 53
AT PAGE 28

ADDED#11
DATE: 09/17/13
DSK AD#24
DRAWN BY ASW/CLJ



Acknowledgement Of
Plans Submittal ONLY!
Roxanne Green Date 9/25/13
Date 10-14-13

FLOOR PLAN

2265 "C" SE (L)
RALEIGH, NC
1696
AUTOCAD 2004

ADAMS HOMES AEC, LLC

Pd $320.00
495.
$ 815.00 Check

2 pages

Iredell County
Planning & Enforcement
349 N. Center St. PO Box 788
Statesville, NC 28687
704-878-3113

Zoning Permit

Permit Number: 181203ZO

Printed: 9/24/2013

Master #: 181203

Associated Permits:
181203ZO Zoning

Applicant

Name: Adams Homes AEC,LLC
Address: 10115 Kincey Avenue
Suite 160
Huntersville, NC 28078

Phone: 704-947-6118

$ PAID Check 9-25-13

Parcel

Parcel Number: 4639974800.000
Address: 131 Nesting Quail Ln.
Mooresville, NC 28117
Subdivision: Highland Ridge

Zoning: RA
Township: 1500
Area: .67
Lot(s): 22

Directions to Parcel: Perth Rd South, right on Fern Hill Rd, left on Nesting Quail

Owners

Name: ADAMS HOMES AEC, LLC
Address: 3000 GULF BREEZE
GULFBREEZE , FL 32563

Phone: 704-947-6118

Contractors

Contractor Type: Building
Name: Adams Homes AEC,LLC
Address: 10115 Kincey Avenue
Huntersville, NC 28078

Phone: 704-947-6118

Fees and Receipts:

Number	Description	Amount
FEE-297817-07	Zoning - Permit Application	$75.00
FEE-297818-07	Technology Fee - Planning	$2.25
FEE-297819-07	Environmental Health - Gravity System Intermiate	$500.00

Paid 320.00 *

orginal 2007
Permit 140739.

LP PPBPS SYSTEM
FOR WASTEWATER TREATMENT

Owner/Applicant:	Orchard Farms LLC
Address:	227 Hideaway Lane Mooresville, NC 28117
Phone:	704-201-6465
County:	Iredell
Location:	HIGHLAND RIDGE LOT#22
Source of Wastewater Flow:	4 Bedroom Single Family Residence
Estimated Gallons Per Day Flow:	480
System Flow:	28.29

Design Specifications

Drainfield Size:	300
Loading Rate (gpd/ft.^{2}):	0.275
Depth of Gravel in Trench:	NA (PPBPS)
Gravel Size:	NA (PPBPS)
Trench Depth:	36 in.
Trench Width:	36 in.
Septic Tank Size:	1000
Pump Tank Size:	1000
Estimated Supply Line Length:	152
Supply Line Diameter:	2 in. SCH 40 PVC
Supply Line Volume:	26.45
Dosing Volume:	166.43
Supply Manifold:	N/A
Supply Manifold Length:	N/A
Supply Manifold Volume:	N/A
Recommended Float Controls:	SJE Sensor Float Control Switches as Required for Control Panel or County Approved Equivalents
Recommended Control Panel:	SJE-Rhombus Model 112 (NEMA 4x) Control Panel or County Approved Control Panel.
Pressure Head:	2 ft.
Friction Head:	2.71
Elevation Head:	11.60
Total Dynamic Head:	18.75
Threaded Union:	In Tank
Gate Valves:	1 in Tank 1 per lateral
Check Valves:	In Tank
Anti-Siphon Hole:	NA
Additional Comments:	Soil suitability was performed by Rollans Soil & Environmental Services

HIGHLAND RIDGE LOT#22
LP PPBPS

DESIGN FLOW (gpd):	480
SOIL APPLICATION RATE (gpd/ft.^{2}):	0.275
TOTAL AREA TRENCH BOTTOM:	900
TOTAL LATERAL LENGTH:	300
NUMBER OF FIELDS:	1
LATERAL LENGTH REQUIRED PER FIELD:	290.9090909
SUPPLY LINE LENGTH:	152
TOTAL DYNAMIC HEAD:	18.75
MANIFOLD SIZE:	N/A
DOSING VOLUME:	166.43
PUMP TANK DRAW DOWN*:	7.9
SEPTIC TANK SIZE:	1000
PUMP TANK SIZE:	1000

**Pump tank draw down based on a volume basis of 21 gallons per inch. Draw down may vary among pump tank manufacturers.*

HIGHLAND RIDGE LOT#22

Project #: 01-1329

LAYOUT FOR 4 BEDROOM HOME

February 27, 2007

LINE #	FLAG COLOR	BS	HI	FS	ELEVATION	FLAGGED LINE LENGTH	DESIGN LINE LENGTH
TBM		2.7			100.00		
INSTR. 1			102.70				
HOUSE CNR				10.00	92.70		
P. TANK				11.00	91.70		
1	BLUE			3.60	99.10	32	30
2	ORANGE			4.00	98.70	72	70
3	***DARK PINK***			***4.40***	***98.30***	***107***	***100***
4	PINK			4.80	97.90	35	35
5	***PINK***			***4.80***	***97.90***	***100***	***100***
6	***BLUE***			***6.40***	***96.30***	***100***	***100***
7	ORANGE			7.40	95.30	81	80
8	DARK PINK			8.40	94.30	58	55
9	PINK			9.20	93.50	41	40
					Total	626	610

	LINE LENGTH	LTAR GPD/FT2	SYSTEM TYPE	SOIL LTAR	TRENCH SYSTEM	DISTRIBUTION
** System*	***300***	***0.275***	***MOD.***	***0.275***	***PPBPS***	***LOW PRESSURE***
Repair	310	0.275	MOD.	0.275	PPBPS	LOW PRESSURE

Notes:

** TBM located top of ground at EIP at corner of lot (see site plan)

**TBM is assumed to be 100'

**All measures in feet

**Nitrification lines are demonstrated on contour via colored pin flags

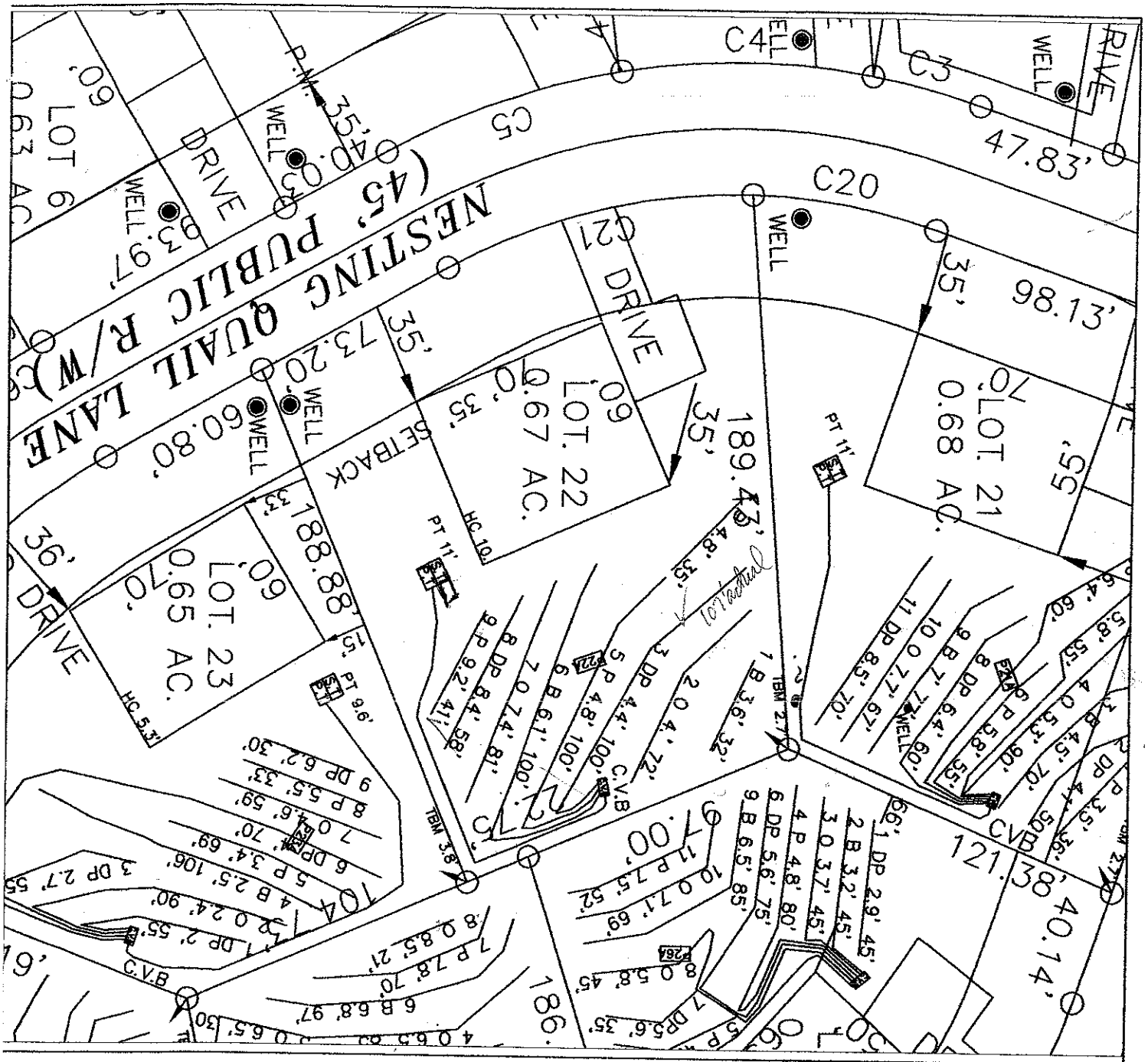
**BS, HI, and FS indicate rod readings

LP PPBPS TAPSHEET -Highland Ridge LOT 22

SYSTEM

Line #	Color	Elevation	Length	Hole Size	Flow/hole	Trench Area	Number of Panels
4	DARK PINK	98.3	*100*	0.156	**0.41**	300	23
5	PINK	97.9	*100*	0.156	**0.41**	300	23
6	BLUE	96.3	*100*	0.156	**0.41**	300	23
							69
	total	**feet =**	**300**	**gal/min =**	**28.29**		
			Des. Flow	**480**			
			Pump Run=	**5.88**			
			soil LTAR	**0.275**			
			LTAR +5%	**0.28875**			
			LTAR with mod.	**0.55**			
			LTAR with mod.. + 5%	**0.5775**			

.156 equals 5/32 inch hole



LEGEND

House Box.

System lines.

Repair lines.

House Corner Shot.

T.B.M.

GRAPHIC SCALE

1" = 50'

50 0 50 100

FOR PRELIMINARY PLANNING PURPOSES ONLY. ALL LOTS WILL REQUIRE FINAL APPROVAL BY THE COUNTY HEALTH DEPARTMENT ON A LOT BY LOT BASIS. THIS MAP SHOULD BY USED AS A GENERAL GUIDE, SOME ADJUSTMENTS WILL BE NECESSARY IN THE FIELD DUE TO SOIL VARIABILITY AND COMPLEX TOPOGRAPHIC FEATURES. THIS MAP ONLY REFLECTS EXISTING SOIL SUITABILITY FOR ON-SITE SEPTIC TANK SYSTEMS.

PLEASE REFER TO ATTACHED SOIL REPORT FOR ADDITIONAL SITE SPECIFIC INFORMATION

ROLLANS SOIL & ENVIRONMENTAL SERVICES

7120 GRAHAM ROAD
MOUNT ULLA, NC 28125
PHONE/FAX: (704) 278-0969

ASHLEY ROLLANS, NC LICENSED SOIL SCIENTIST
MOBILE: (704) 746-5046
EMAIL: ROLLANSFORTC@AOL.COM

MAP TITLE: SITE PLAN & DRAINFIELD AREAS

PROJECT NAME: ORCHARDS OF LLS / HIGHLAND RIDGE

LOCATION/DATE: PERTH ROAD, IREDELL COUNTY, NORTH CAROLINA, FEBRUARY 2007

JOB # : 01-1329
FILE: C:\JOBS\01-1329
PROJECT MGR.: C.B.F.
FIELD WORK: C.B.F. & A.L.P.
DRAWN BY: C.B.F.

CALCULATIONS

Location HIGHLAND RIDGE

Project Number 01-1329

Lot No: Lot 22

No. of Bedrooms	4	
Design Flow	480	$^{gal}/_{day}$
LTAR	0.275	$^{gal}/_{ft^2\ day}$
PPBPS? (YES OR NO)	YES	
Supply Line Length	152	ft.
Supply Line Volume	26.448	gal.
Required Feet of Line	290.9091	ft.
Amount of Line from Layout	300	ft.
Gallons per Minute	28.29	$^{gal}/_{min}$
Required Septic Tank Capacity	1000	gal.
Minimum Standard Tank Size	1000	
Panel Volume	3.6	gal.
# of Panels	69	
Dosing Volume	166.43	gal.

Note: Dosing Volume based on 33% of # of panels times 3.6 gal/panel

Tank Draw Down	7.9	*Generic Draw Down of 21 gal.per in.*
Pump Run Time	5.88	minutes
Elevation Head	11.6	ft.
Pressure Head	2	ft.
Friction Factor	1.78	ft./100 ft. *(From the interpolater.)*
Friction Head	2.71	ft.
Total Dynamic Head (+15%)	18.75	ft.

FRICTION FACTOR INTERPOLATER
2" SCH 40 PVC

GPM	*f*
20	0.84
	-0.88
25	1.27
	-1.28
30	1.78
	-1.76
35	2.37
	-2.25
40	3.03
43.07	3.48
45	3.77
48.14	4.28
50	4.58
57.11	5.89
60	6.42

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: Highland Ridge Section/Phase and Lot Number: 22

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 ___

(✓) CBF 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 (✓) CBF Conventional ( ) Innovative ( ) Modified Conventional ( ) Other ___ (✓) CBF No Preference

****

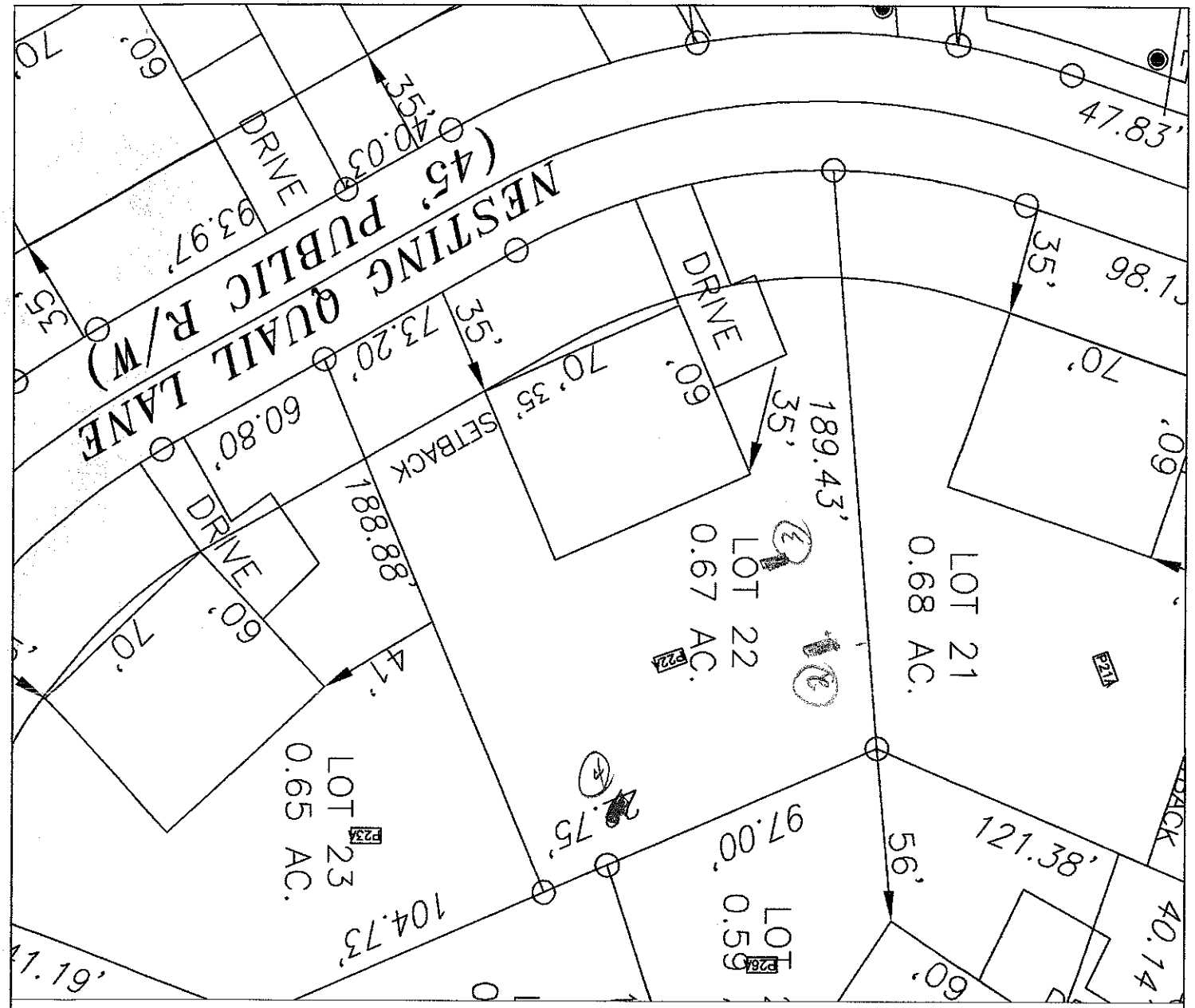
8. **Please Answer The Following To The Best of Your Ability:**

( ) 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



LEGEND

- House Box.
- System lines.
- Repair lines.
- House Corner Shot.
- T.B.M.

GRAPHIC SCALE
1" = 50'

50 0 50 100

FOR PRELIMINARY PLANNING PURPOSES ONLY. ALL LOTS WILL REQUIRE FINAL APPROVAL BY THE COUNTY HEALTH DEPARTMENT ON A LOT BY LOT BASIS. THIS MAP SHOULD BY USED AS A GENERAL GUIDE, SOME ADJUSTMENTS WILL BE NECESSARY IN THE FIELD DUE TO SOIL VARIABILITY AND COMPLEX TOPOGRAPHIC FEATURES.
THIS MAP ONLY REFLECTS EXISTING SOIL SUITABILITY FOR ON-SITE SEPTIC TANK SYSTEMS.

PLEASE REFER TO ATTACHED SOIL REPORT FOR ADDITIONAL SITE SPECIFIC INFORMATION

MAP TITLE: SITE PLAN & DRAINFIELD AREAS

PROJECT NAME: SO OF NC / HIGHLAND RIDGE

LOCATION/DATE: PERTH ROAD, IREDELL COUNTY, NORTH CAROLINA, FEBRUARY 2007

JOB # :	01-1329
FILE:	C:\JOBS\01-1329
PROJECT MGR.:	C.B.F.
FIELD WORK:	C.B.F. & A.L.P.
DRAWN BY:	C.B.F.

SOIL/SITE EVALUATION

(Continuation Sheet)

Sheet ___ of ___

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

lot 22 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
22 A	CSS 5-10%	0-19	Mdl WSBK	fri SSS/SNP					PS .375
		19-32	Rc MFABK	fri SSS/SNP - few MBs					
		32-61	LCL MWSBK	fri SSS/SNP	–	61	–	–	
(2)	3-4% S	0-2	gr SaL	fr					.25 ≤ 24" .3726"
		2-10	wksbk y brwn cl	fr SSS/P					
		10-26	wkm fsbk c	fr SSS/P SNP	common y brwn				
		26-50	wKsbk red cl	fr SSS/P					
		50-59	wksbk cl + SNP	fr SSS/P					
(3)		0-10	wksbk brwn cl	fr SSS/P					-3
		10-45	wfsbk c	fr SSS/P SNP					
		45-62	mwksbk red cl	fr SSS/P	few common SNP				
(4)		0-16	wksbk brwn cl	fr SSS/P					.3
		16-40	mfsbk red c	fr SSS/P SNP					
		40-66	mwksbk cl	fr SSS/P					

COMMENTS: ___

22

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.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 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 # 22 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. 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 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.

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

George Kirkpatrick
(Contractor) Date 5/21/14