Lot 4A MSG 9/9/13 10:57 am Called back 11/20/13 will do 2 lots in one

RECEIVED SEP 0 4 2013

180844 PD

IREDELL COUNTY HEALTH DEPARTMENT

Paid $500. Statesville

ENVIRONMENTAL HEALTH DIVISION

PAGE 1: *APPLICATION FORM*

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.

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: * Call day before going.

Applicant Name: Scott Oldenburg Address: PO Box 365, Terrell 28682 Phone: 704-201-1095

Owner Name: Peoples Bank Address: _____ Phone: _____

Property Information:

Street Address: Lot 4A Malibu Road, Mooresville, NC 28117

Subdivision Name: _____ Section/Phase: _____ Lot Number: 4A

Driving Directions: From Statesville: I-77 south to Exit 33. Go through stop light at top of exit onto Alcove Road. Turn right on Catalina Drive. Turn right on Malibu.

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: 8
( ) Swimming Pool
( ) Other Addition/Structure: _____

(X) Crawl Space Foundation
( ) 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: Scott Oldenburg 9-4-2013
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

Perc for purchase now.

$ PAID 57725 9-4-13 ck #12938

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, pools 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...

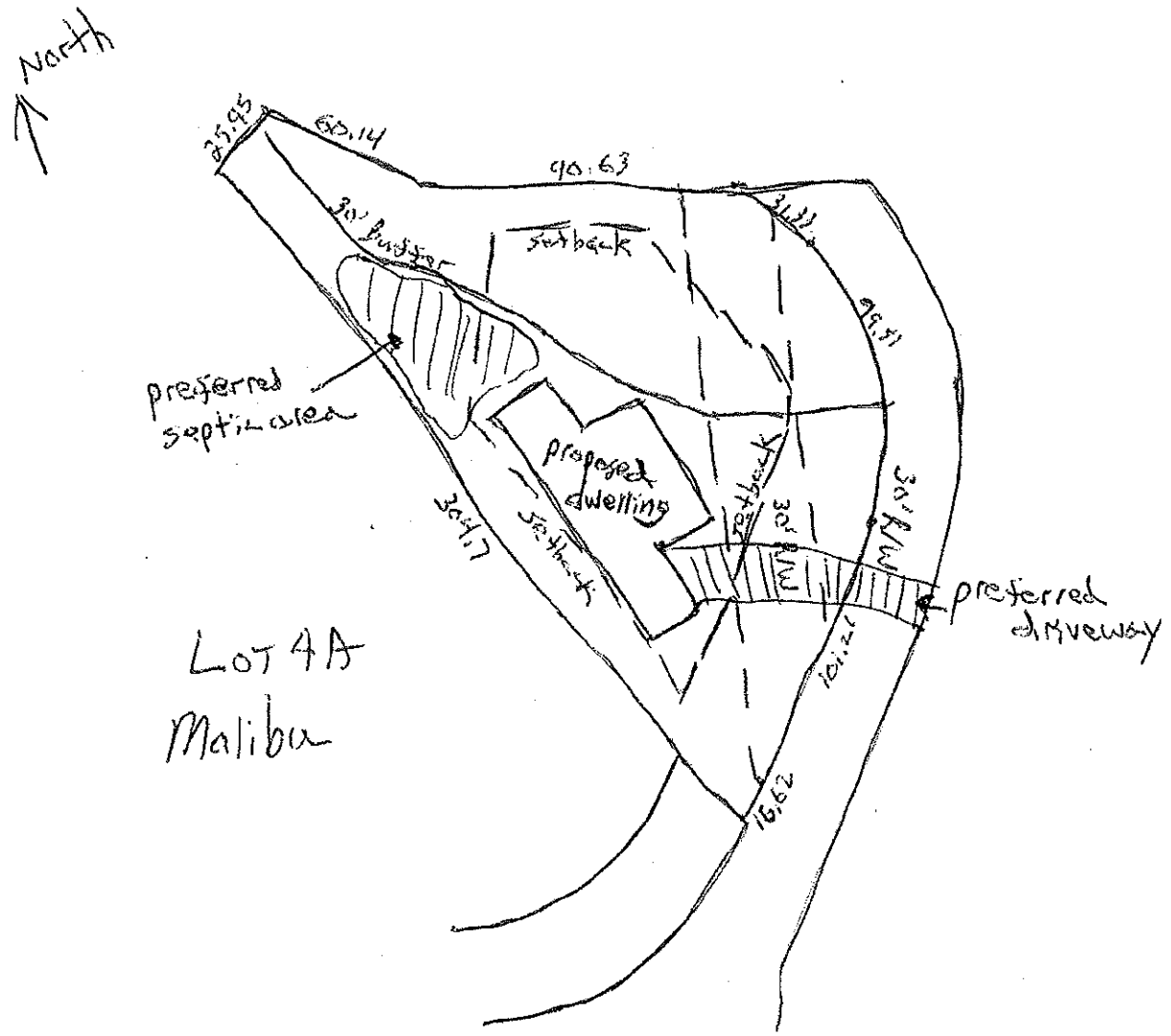
Circle N/A on the following if appropriate:

- ___ — 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
- ___ — Location of any designated wetlands on the property... (N/A)

Signature: Scott Osborne *REQUIRED* property owner or owner's legal representative signature.

9.4.2013 DATE

USE THIS SPACE TO DRAW YOUR SITE PLAN



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

Zoning Permit

Permit Number: 180844ZO

Printed: 9/4/2013

Master #: 180844

Associated Permits:
180844ZO Zoning

Applicant

Name: SCOTT OLDENBURG
Address: PO BOX 365
TERRELL, NC 28682

Phone: 8472-33067

Parcel

Parcel Number: 4646324314.000
Address: 000 MALIBU RD
MOORESVILLE, NC 28117
Subdivision: The Back Forty

Zoning: R-20
Township: 1700
Area:
Lot(s): 4A

Directions to Parcel: 77S; X33; ALCOVE RD; R CATALINA DR; R MALIBU; LANDLOCKED SITE ON LEFT

Owners

Name: PEOPLES BANK
Address: P O BOX 467
NEWTON, NC 286580000

Contractors

Contractor Type: Building
Name: Owner
Address:

Fees and Receipts:

Number	Description	Amount
FEE-295679-07	Zoning - Permit Application	$75.00
FEE-295680-07	Technology Fee - Code Enforcement	$2.25
FEE-295681-07	Environmental Health - Gravity System	$500.00

PAID
Ck #2738
8-4-13 ad


4646438107.000
4646324653.000
4646327612.000
4646323549.000
4646328501.000
4646324590.000
4646226357.000
4646325377.000
4646328307.000
4646227365.000
4646228374.000
4646229375.000
4646321305.000
4646324314.000
LOT
4646322322.000
4646328262.000
4646323223.000
4646325295.000
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4646321120.000
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EASEMENT
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4646317845.000
4646319845.000
4646311769.000
4646217752.000

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet:
Property ID:
Lot #: 4A - BACK FORTY
File #: 9646324314
AppID:

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Peoples Bank
Address: PO BOX 365 Terrell 28682
Proposed Facility: Res
Design Flow (.1949) 360
Location of Site: BACK FORTY lot 4A

Applicant: Scott Oldenburg
Date Evaluated:
Property Size:
Property Recorded:

Water Supply: [ ] Public [X] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [X] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [ ] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 Structure/ Texture	.1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	1956 Sapro Class	1944 Restr Horiz	Profile Class & LTAR
1	L 5-8%	0-12	FILL		—	48	—	—	.3
		12-26	RC SNL	FR SSSP SGXP					
		26-48	RCL WSNL	FR SSSP SNP					
2		0-30	RC SNL	FR SS SP	—	48	—	—	.3
		30-48	RCL WSNL	FRI SSSP SP					
3		0-24	RC SNL	FRI SSSP SCMP	—	48	—	—	.3
		24-48	RCL WSNL	FRI SSSP SCMP					
4		0-8	FILL		—	48	—	—	.3
		8-22	RC SNL	FR SSSP SNP					
		22-48	RCL WSNL	FRI SSSP SNP					

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)	LPPPBPS	LPPPBPS
Site LTAR	.3	.3

Other Factors (.1946):
Soil Evaluation By: Freeman
Others Present: Oldenburg
Site Classification (.1948): PS
Site Evaluation By: Freeman
Others Present: Oldenburg

IREDELL COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

PAGE 1: *APPLICATION FORM*

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

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:

28203

Applicant Name: Wade Miller **Address:** 1235 E East Blvd 155 Charlotte, NC **Phone:** 704-965-9253

Owner Name: " " **Address:** " " **Phone:** " "

Property Information:

Street Address: 102 Malibu Rd Mooresville, NC. 28117

Subdivision Name: Malibu **Section/Phase:** _____ **Lot Number:** MB004

Driving Directions: Turn onto Alcove then take 1st Rt 1mile on Rt.

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

(✓) New Single Family Residence
( ) New Multi-Family Residence
( ) Accessory Building
( ) Bedroom(s) Addition

Maximum Number of Bedrooms: 3
Maximum Number of Occupants: _____
( ) Swimming Pool
( ) Other Addition/Structure: _____

( ) Crawl Space Foundation
( ) 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:

(✓) 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 ( ) Conventional ( ) Innovative ( ) Modified Conventional (✓) Other: 4

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. industrial) 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.

Signature: Chuck Rogers 11-26-2013
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

Chuck Rogers 704-400-9060

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:

____ 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

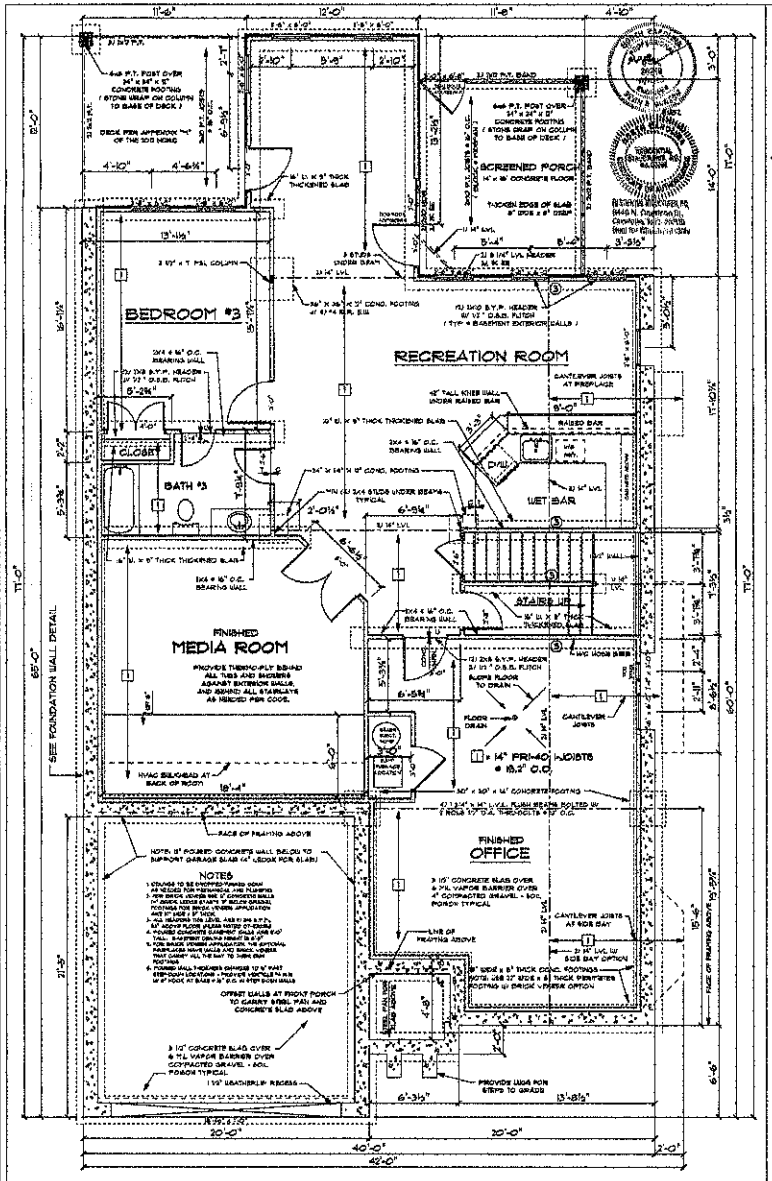
Signature: Chuck Rogers _____ 11-26-2013

REQUIRED property owner or owner's legal representative signature. **DATE**

USE THIS SPACE TO DRAW YOUR SITE PLAN

See Copy of Improvement Permit

Per Chuck Rogers
11-26-13



2 A-1 LOWER FLOOR PLAN

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

AREA CALCULATIONS:

MAIN FLOOR HEATED	3287 S.F.
LOWER FLOOR HEATED	1344 S.F.
TOTAL HEATED	4631 S.F.
FRONT PORCH	87 S.F.
COVERED PORCH	189 S.F.
SCREENED PORCH	165 S.F.
GARAGE	452 S.F.
TOTAL UNDER ROOF	5680 S.F.

ART NICHE DETAIL

SECTION THROUGH RAISED HEARTH

WALL STUD REQUIREMENTS

EXT. WALL HEIGHT (H)	STUD SIZE AND SPACING
H LESS THAN OR EQUAL TO 10'-0"	2x4 @ 16" O.C.
H = 10'-0" TO 12'-0"	2x4 @ 12" O.C.
H = 12'-0" TO 16'-0"	2x6 @ 16" O.C.
H = 16'-0" TO 20'-0"	CONSULT ENGINEER

NOTES:
- FRAMING AS SHOWN
- ALL INTERIOR LOAD BEARING HEADERS TO BE (2) 2 x 8's U.N.O.
- ALL EXTERIOR LOAD BEARING HEADERS TO BE (2) 2 x 8's W/ 1 JACK & 1 KING S.S.
- TRANSFER ALL POINT LOADS ABOVE TO FOUNDATION WITH JAM EQUAL # OF STUDS
- INSTALL 4" FINISH OF (2) 2 x 4 STUDS UNDER ALL BEAMS, LVL's & OR BUILT-UP HEADERS AT THE FIRST FLOOR LEVEL U.N.O.
- TYPICAL MAIN FLOOR WINDOW HEADER HEIGHT IS 6'-8" (+/-6") ABOVE TOP OF SUBFLOOR
- PROVIDE BLOCKING FOR CROSSWOOD SIDING LOCATIONS SHOWN

COLUMN DETAIL

GENERAL CONTRACTOR AND ALL SUBCONTRACTORS TO VERIFY DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION

FRAMING NOTES

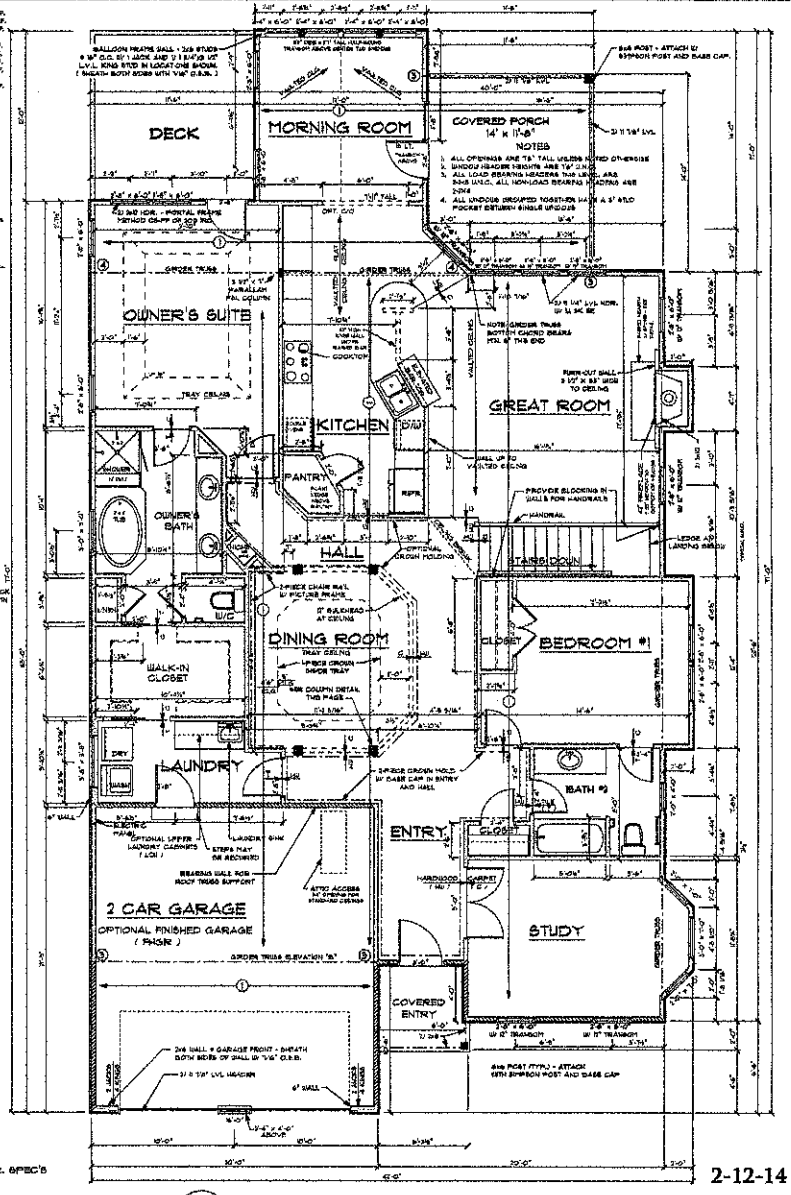
1) VERIFY PLUMBING DRAIN LOCATIONS PRIOR TO VANITY, ADJUST JOIST LOCATIONS TO AVOID TOILET, SHOWER, AND SINK DRAINS. VERIFY DUCT/HVAC LOCATIONS AND HVAC TYPICAL TYPICAL WITH HVAC CONTRACTOR.
2) PROVIDE THERMO-PLY SHEATHING ALL TUBS AND SHOWERS AGAINST EXTERIOR WALLS, BEHIND ALL SOFFITS AND SOFFITS WITH ATTIC SPACE BEHIND, AND AROUND STAIRWAYS AS REQUIRED BY 2012 NC RESIDENTIAL CODE
3) ANY DISCREPANCIES OR OMISSIONS FOUND MUST BE BROUGHT TO THE ATTENTION OF THE BUILDER PRIOR TO PROCEEDING WITH THE WORK. FAILURE TO DO SO WILL MAKE THE VENDOR RESPONSIBLE FOR CORRECTION.
4) L.V.P. SUBFLOOR STAMPS MIN. 12" AWAY FROM LVL BEAMS IN THE FLOOR SYSTEM
5) SEE OTHER STRUCTURAL NOTES ON SHEET A-7

WARRANTY AND LIABILITY

WINDOW NOTE:

IN DWELLING UNITS, WHERE THE OPENING OF AN OPERABLE WINDOW IS LOCATED MORE THAN 72 INCHES ABOVE THE FINISHED GRADE OR SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF THE WINDOW SHALL BE A MINIMUM OF 24 INCHES ABOVE THE FINISH FLOOR OF THE ROOM IN WHICH THE WINDOW IS LOCATED. OPERABLE SECTIONS OF WINDOWS SHALL NOT PERMIT THE OPENINGS THAT ALLOW PASSAGE OF A 4 INCH DIAMETER SPHERE WHERE SUCH OPENINGS ARE LOCATED WITHIN 24 INCHES OF THE FINISHED FLOOR. THE WINDOW SENSITIVE SENSORS RESPONSIBLE FOR ANSWERING THIS REQUIREMENT, BUILDER/CONTRACTOR WINDOW SELECTION SHOULD COMPLY WITH THE 2012 NC RESIDENTIAL BUILDING CODE.

① = ROOF TRUSSES PER MFR. SPEC'S
④ = # OF JACK STUDS
ALL INTERIOR/EXTERIOR LOAD BEARING HEADERS TO BE 2) 2x8's U.N.O.
NOTE: ALL CONSTRUCTION TO COMPLY WITH THE 2012 NC RESIDENTIAL BUILDING CODE



1 A-1 MAIN FLOOR PLAN

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

INDICATES ROOF TRUSS BEARING WALL

2-12-14

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U.S. HOME DESIGNS, INC.
7810 Peach Blossom Ct., Harrisburg, NC 28075 704.464.4400
Designer: Stephen W. Tinley cell: 704-309-0762, swtinley@msn.com
www.ushomedesigns.com

Malibu
Lot 4A

Copper Builders Inc.
The Manchester

SHEET No. A-1 OF 4

Type: CONSOLIDATED REAL PROPERTY
Recorded: 3/14/2014 4:24:31 PM
Fee Amt: $26.00 Page 1 of 5
Revenue Tax: $0.00
Iredell County, NC
Matthew J. McCall Register of Deeds

BK 2290 PG 2323 - 2327

DECLARATION OF SEPTIC EASEMENT AREA

Prepared By & Return To:
The Coley Law Firm, PLLC
8320 University Executive Park Drive, Suite 109
Charlotte, NC 28262

STATE OF NORTH CAROLINA COUNTY OF IREDELL

This Declaration of Septic Easement Area and Agreement made this the 14th of March, 2014, by Wind and Water Development, LLC, referred to in this instrument as "Declarant", whether one or more, the neuter gender shall be deemed to include the masculine and feminine and the singular number the plural, and vice versa;

WITNESSETH:

WHEREAS, Declarant is the owner of **Lot 4A, Back Forty Subdivision** and the adjacent **30' right of way**, as shown and more fully described in Plat Book 26, Page 31, Iredell County Registry, known as Parcel One (the "Dominant Estate Tract") and also **Tract 2, Septic Easement Plat of Wind and Water Development, LLC**, as shown and more fully described on attached Exhibit "B", known as Parcel Two (the "Servient Estate Tract") in Mooresville, Davidson Township, North Carolina;

AND WHEREAS, to facilitate residential development of the Dominant Estate Tract, it is necessary for Declarant to establish for Declarant, his successors and assigns, a septic easement area upon the Servient Estate Tract in accordance with applicable Health Department regulations;

NOW, THEREFORE, to facilitate septic service to a residence under construction on the Dominant Estate Tract and for other good, valuable and sufficient consideration, Declarant does

Submitted electronically by "The Coley Law Firm, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

hereby dedicate, declare and establish, as an easement appurtenant to the Dominant and Servient Estate Tracts as defined above, for ingress, egress, system installation, operation, maintenance, monitoring, repairs, and replacement of an underground drain line and a residential waste water septic system, an easement upon the Servient Estate Tract as more fully described in the location and designated development by the Improvement Permit issued or to be issued by the Iredell County Health Department. The easement shall be appurtenant to the described property and runs with the land and is not affected by change in ownership. This easement is valid for as long as the wastewater system is required for the facility that it is designed to serve.

A description of the septic easement area is attached as Exhibit "A".

To conform to applicable Health Department guidelines, said easement is established subject to the following express conditions.

1. That said drain line shall be installed at the sole expense of the owners of the Dominant Estate Tract, their heirs, successors and assigns, and shall be placed in accordance with the applicable Iredell County Health Department specifications.

2. That the occupants of the Dominant Estate Tract, their heirs, successors and assigns, shall keep and maintain as their own expense, the septic tank and drain line in a good condition at all times in accordance with the laws of the State of North Carolina.

3. That the owners of the Dominant Estate Tract, their heirs, successors and assigns, in the event said drain line should create a health hazard or fail to comply with the State Laws, shall have the right to repair said drain line at their own expense or the expense of their heirs, successors and assigns.

4. That if any damage is done to the surface or any plants on the Servient Estate Tract from the actions or inactions of the Dominant Estate Tract owner, their heirs, successors and assigns, in connection with the underground drain line and/or the residential waste water septic system, the Dominant Estate Tract owner, their heirs, successors and assigns shall be solely responsible for the expense of any necessary repairs.

5. That, if any repairs to the underground drain lines and/or the residential waste water septic system are necessary and the owners of the Dominant Estate Tract, their heirs, successors and assigns fail to make said repairs, then three (3) days after notification to the then-present owners of the Dominant Estate Tract, the Servient Estate Tract owners, their heirs, successors and assigns shall have the right to have the repairs done, at the expense the Dominant Estate Tract owners, their heirs, successors and assigns.

6. In the event that payment is not received by the Servient Estate Tract owners, their heirs, successors, or assigns, after repairs are done by said Servient Estate Tract owners, their heirs, successors, or assigns, within ten (10) days after bill is presented, the Servient Estate Tract owners, their heirs, successors, or assigns, shall have the right to bring suit for collection of said sum and the said owners of the Dominant Estate Tract, their heirs, successors and assigns, their heirs and assigns, shall be liable for all service costs, court costs, attorney fees, and any other expenses made in connection with the enforcing of this Agreement.

Declarant covenants that he is the owner of the property that the septic easement area created and dedicated herein is to encompass, and has the right to encumber same with this septic easement area as set forth herein.

IN WITNESS WHEREOF, Declarant has placed his hand and seal below, the day and year first above written.

WIND AND WATER DEVELOPMENT, LLC

By: Scott Oldenburg
Scott Oldenburg, Managing Member

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Scott Oldenburg, Managing Member of Wind and Water Development, LLC, as Declarant

Date: 3/14/2014

Official Signature of Notary Public: Marycarol T Wright

Notary's Printed/Typed Name: Marycarol T. Wright

My Commission Expires: 10/8/2014

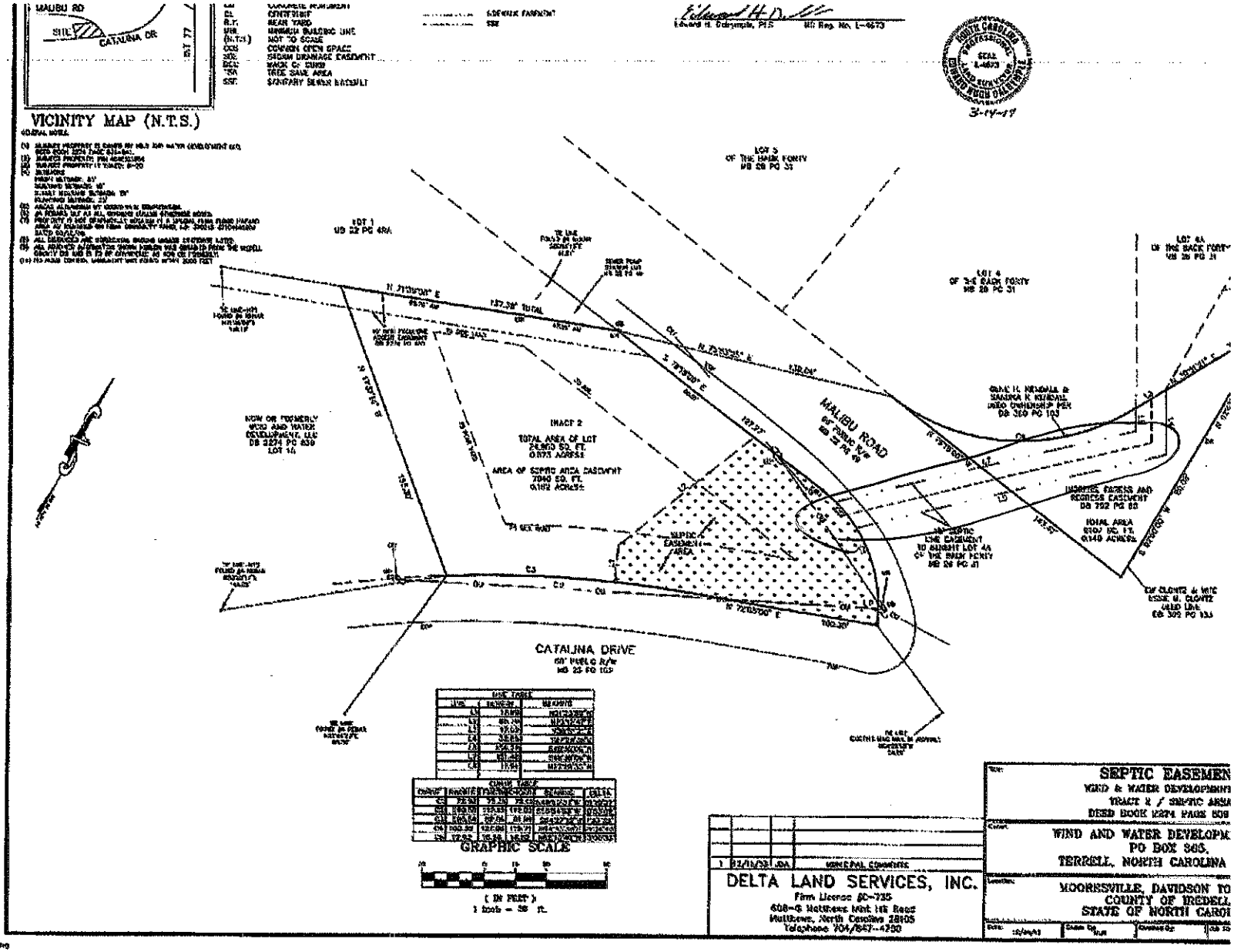
MARYCAROL T WRIGHT
NOTARY PUBLIC
CABARRUS COUNTY, NC
My Commission Expires 10/8/14

Exhibit "A"

BEING that portion of Tract 2 of the Septic Easement Plat of Wind & Water Development, LLC as shown and more fully described on attached Exhibit "B" and being incorporated herein by reference, specifically labeled as "Septic Easement Area", and described by metes and bounds as follows:

To find the point and place of BEGINNING, start at an existing mag nail in the asphalt of the 60' Catalina Drive Public Right of Way and run N. 64-29-18 W. 54.81' to the point and place of BEGINNING at the western edge of the intersection of the 60' Catalina Drive Public Right of Way and the 60' Malibu Road Public Right of Way; and running thence along the southern edge of the Malibu Road right of way the following three courses and distances: (1) along a curve to the right, said curve having a radius of 72.92' and an arc distance of 75.31', and having a chord bearing of N. 49-50-33 W. for a distance of 72.01' to a calculated point; (2) along a curve to the right, said curve having a radius of 72.92' and an arc distance of 16.56', and having a chord bearing of N. 66-10-40 W. for a distance of 16.52' to a calculated point; (3) N. 79-19-00 W. 42.26' to a calculated point; and running thence S. 23-12-47 W. 85.7' to a calculated point in Tract 2 as described above; and running thence S. 21-33-59 E. 17.98' to a calculated point at the northern edge of the Catalina Drive right of way; and running thence N. 72-05-00 E. 100.3' back to the point and place of BEGINNING; and being approximately 7,040 Sq. Ft. or 0.162 acres, more or less, as shown on a survey by Edward H. Dalrymple, PLS, dated March 14, 2014.

Exhibit 'B'


MALIBU RD
SITE
CATAWBA DR
VICINITY MAP (N.T.S.)
LOT 1
MB 22 PG 49A
LOT 5
OF THE BACK FORTY
MB 28 PG 31
LOT 4
OF THE BACK FORTY
MB 28 PG 31
LOT 4A
OF THE BACK FORTY
MB 28 PG 31
TRACT 2
TOTAL AREA OF LOT
24,903 SQ. FT.
0.572 ACRES±
AREA OF SEPTIC AREA EASEMENT
7040 SQ. FT.
0.162 ACRES±
NOW OR FORMERLY
WIND AND WATER
DEVELOPMENT, LLC
DB 3224 PG 839
LOT 1A
MALIBU ROAD
60' PUBLIC R/W
MB 22 PG 49
SEPTIC EASEMENT AREA
CATAWBA DRIVE
60' PUBLIC R/W
MB 22 PG 103
LINE TABLE
CURVE TABLE
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
DELTA LAND SERVICES, INC.
Firm License #C-735
408-G Matthews Mint Hill Road
Matthews, North Carolina 28105
Telephone 704/847-4230
SEPTIC EASEMEN
WIND & WATER DEVELOPMENT
TRACT 2 / SEPTIC AREA
DEED BOOK 3224 PAGE 839
WIND AND WATER DEVELOPM
PO BOX 365,
TERRELL, NORTH CAROLINA
MOORESVILLE, DAVIDSON TO
COUNTY OF IREDELL,
STATE OF NORTH CARO

Kris.a.douglas@gmail.com

STATE OF NORTH CAROLINA

COUNTY OF Iredell

INSPECTION AND MAINTENANCE

THIS AGREEMENT is made and entered into this 26 day of August, 2014, by and between Kris Douglas (hereinafter the "Owner") and Richard Abernathy Grading & Septic, Inc. (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type 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, 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 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 Owner and the Contractor as stipulated below.

1. The Contractor's Obligations. The Contractor shall perform the following services on the Owner's system located at 102 Malibu Road Mooresville, N.C. 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 IV System.

b. The Contractor shall perform the following routine maintenance procedures in accordance with the conditions of the Operation Permit:

(1) [from operation permit]
(2)
(3)

c. 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. Admin. Code 18A.1961(b) for a Type IV System.

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

e. The Contractor shall notify the Owner of needed repairs which are outside of the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefor at the Contractor's normal charge for services and materials.

f. The Contractor shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

g. The Contractor shall respond to a request for a nonscheduled 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 $400.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not be increased more than 5 percent per year. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within thirty (30) days of billing. Payments due to the Contractor and unpaid by the Owner after thirty (30) days shall accrue interest from the due date until paid at a rate of 1.5 percent per month.

b. Within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the needed repairs were satisfactorily completed by another entity.

c. The Owner shall provide the Contractor with such access to the system as is reasonably necessary for the Contractor to comply with the terms of this Agreement.

3. 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 Owner.
The Owner may terminate this Agreement by giving notice to the Contractor and to the local health department thirty (30) days in advance of the date of termination.

d. Termination by the Contractor.

(1) The Contractor may terminate this Agreement for cause by giving written notice of intent to terminate this Agreement to the Owner and to the local health department thirty (30) days in advance of the date of termination. Cause shall be defined as:

(a) failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within thirty (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 continue in effect; or

(b) failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above. If said authorization to complete needed repairs or evidence of completion 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 Owner to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

(2) The Contractor may not terminate this Agreement without cause, but may assign its rights and duties under this Agreement as provided in paragraph 4, below.

4. Assignment.

a. Assignment by the Owner. The Owner shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

b. Assignment by the Contractor. The Contractor may assign its rights and duties under this Agreement to another management entity which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a Type

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IV. system upon thirty (30) days written notice to the Owner and to the local health department.

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

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

To the Owner: Kris Douglas

To the Contractor: Richard Abernathy Grading & Septic Inc
1491 Mt. Ulla Hwy. Mt. Ulla, N.C. 28125.

To the Local Health Department: Iredell County Health Dept.

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, construction or performance shall be governed by the laws of the State

of North Carolina, notwithstanding the place of execution, or the order in which the signatures of the Parties are affixed.

11. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, agreements and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, 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 extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement in duplicate originals, one of which is retained by each of the Parties, the day and year first above written.

(Owner)

Attest:

(Contractor)

Attest:

(hr:mecontract.gm)