ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 | Mooresville Office (704) 660-3625 | PERMIT # 2023-35962

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

PIN # 4646 -- 46 -- 1848

APPLICANT/OWNER: Benefield Outdoor Services & Solutions APPLICANT ADDRESS: 939 Brawley School Rd, Mooresville

SITE ADDRESS: 218 Elysian Dr, Mooresville 28117 PHONE: 704-360-0376 ALT. PHONE -

SITE DIRECTIONS: Brawley School - Williamson - Sundown - Elysian SAP CONTROLLED: ☐ YES ☐ NO

SUBDIVISION: Moorelands Estates SECTION: - LOT # 30 LOT AREA: 202 x 130 DESIGN FLOW: 480 gpd L.T.A.R.: EX

Septic Tank	EX	(gal)	STB		Date						
Pump Tank	EX	(gal)	PT		Date						
Pump Make		Model			Serial #						
# Nitrification Fields	EX	# Lines	EX		Linear Ft	EX					
Trench Width	EX	Trench Bottom Depth(Low side)		EX	Gravel Depth	-					

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

System Description: EXISTING

Repair System Description: EXISTING

Maintenance Agreement Required: ☒ YES ☐ NO

☐ GRAVITY ☒ PRESSURE

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

No. Bedrooms 4 No. Persons 8 No. Employees ☐ Crawl Space ☐ Basement w/o plumbing

Water Supply: ☒ Private ☐ Public ☐ Community

Comments / Conditions: System appeared to be working at time of inspection.

* See old permit for repair area *

INITIAL SITE SKETCH

See attached by B.O.S.S.

approved by ICHD

9/26/23

AS BUILT SKETCH

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inspector to confirm your time.

Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. **CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION**

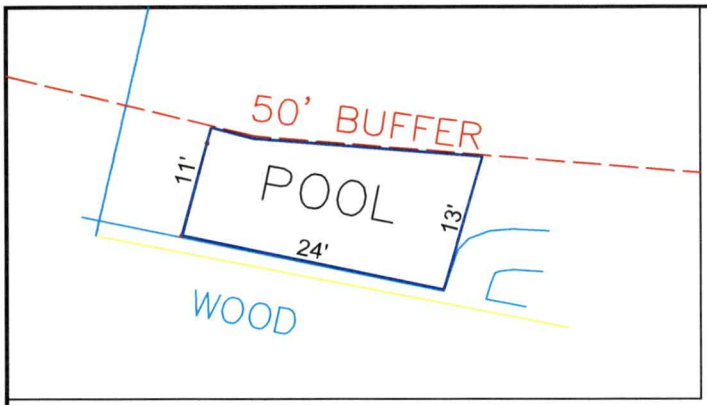
☐ **IMPROVEMENT PERMIT** ***with plat*** *valid without expiration.* ☐ **IMPROVEMENT PERMIT** ***with site plan*** *valid for 60 mos.* ☐ **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

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

IMPROVEMENT PERMIT by: Date: OPERATION PERMIT by: Date:

AUTHORIZATION TO CONSTRUCT by: Date: Existing System Inspected by: Cary Whit Date: 9/26/23

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



213 ELYSIAN DR, MOORESVILLE NC.
SECTION -, LOT 30 MOORELAND ESTATES

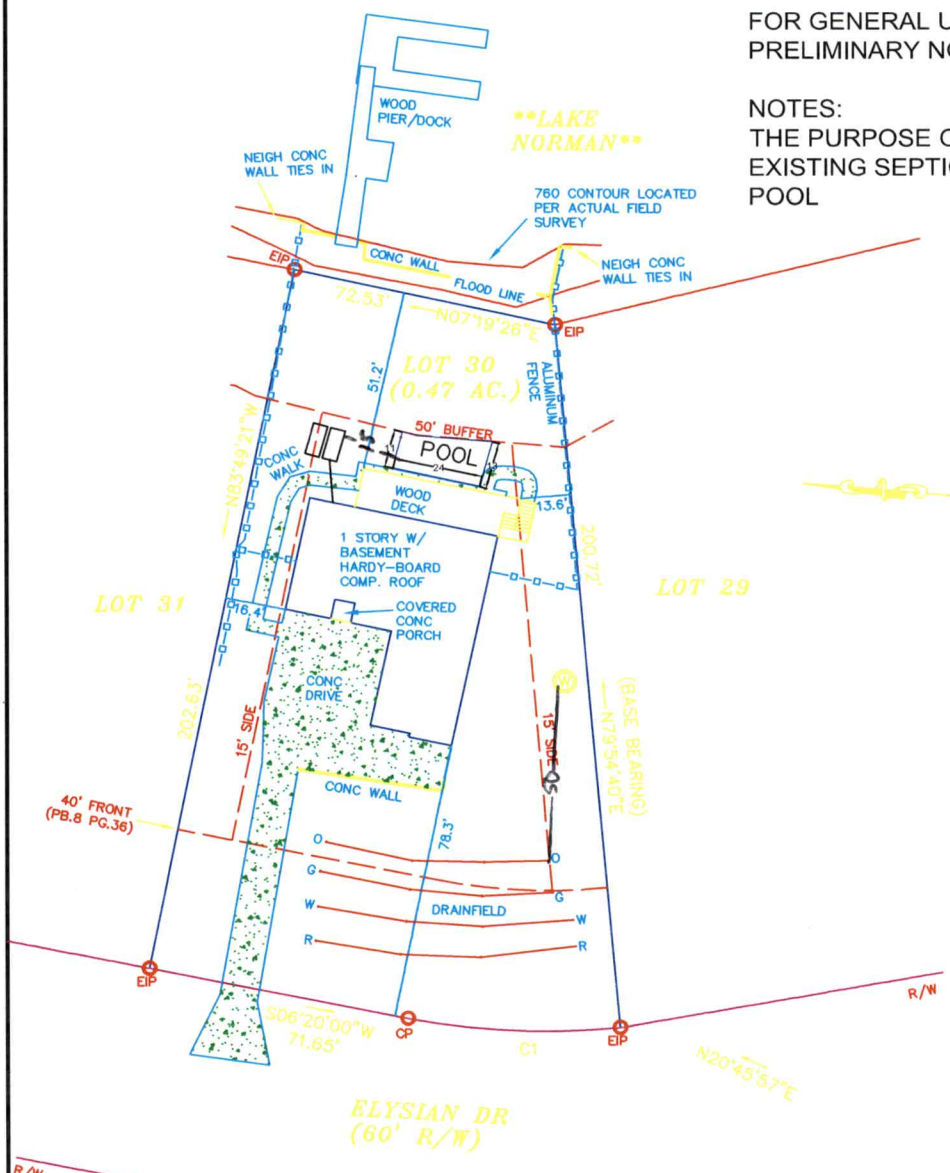
4-BEDROOM LP PPBPS SYSTEM (EXISTING)
LINES 1-4 TOTAL 267 LINEAR FT
LTAR -
50% REDUCTION 8' OC
EXISTING TRENCH BOTTOM

4-BEDROOM PANEL BLOCK REPAIR SYSTEM
LTAR -
- TRENCH BOTTOM

FOR GENERAL USE NOT A SURVEY
PRELIMINARY NOT FOR CONSTRUCTION

NOTES:
THE PURPOSE OF THIS DRAWING IS TO OBTAIN AN EXISTING SEPTIC SYSTEM INSPECTION FOR A NEW POOL

Cory Hill 9/26/23



INITIAL LINE ——————

REPAIR LINE - - - - - - - - - - - -

0 25 50

SCALE:
1" = 50 ft.

BOSS	Benfield Outdoor Services & Solutions, LLC 939 Brawley School Rd, Mooresville, NC 28117 Ph:704-360-0376 Info@yardsbyboss.com	ARIF YAYALAR	**LOT 30** 213 ELYSIAN DR, MOORESVILLE, NC IREDELL COUNTY DATE: 08/27/23 DRAWN BY: MDB REVIEWED BY: MES

IREDELL COUNTY HEALTH DEPARTMENT

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

IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM INSPECTION

PERMIT# 135377 PIN# [redacted] 4646-46-1848 DATE 8/24/06

OWNER OR APPLICANT Mack + Evelyn Wilson PHONE: Business _____ Home _____

ADDRESS 212 Elysian Dr. Mooresville NC 28117

LOCATION Williamson, Sundown, TL Brockway, TR Elysian, on Lt

SUBDIVISION Moorland Est BLOCK / SECTION _____ LOT 30 LOT AREA _____ SITE CLASS. PS DESIGN FLOW 480 L.T.A.R. 0.3

Septic Tank: 1000 Gallons; ST# 312 Date 2-19-07
Pump Tank: 1000 Gallons; PT# 283 Date 2-14-07
Pump Make: Myers Model ME50 Serial No. _____
Nitrification Field: No Fields 1 Square Feet 534 Linear Feet 267
No Lines 24 Trench Width 24" Max Trench Bottom Depth 36" Gravel Depth — ☐ Gravity ☒ Pressure

☒ New System ☐ Repair ☐ Expansion System Type: I II III (IV) V VI
System Description: LPP Pearl Block
Repair System Description: * Sand/Partial
Maintenance Agreement Required: ☒ Yes ☐ No

☐ House/Mod. Home ☒ No. Bedrooms 4
☐ Mobile Home No. Persons _____
☐ Business No. Employees _____
☐ Other _____

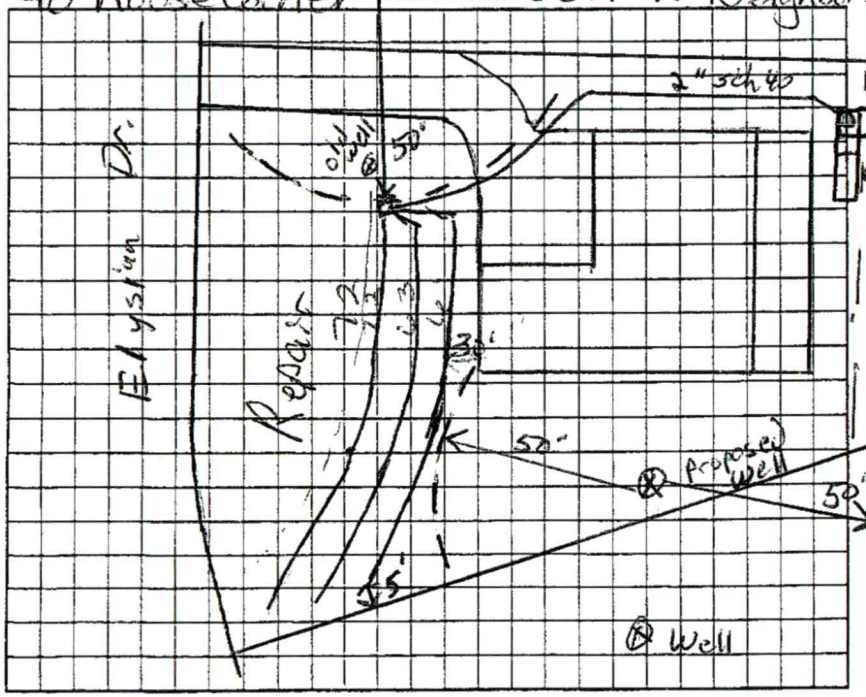
Water Supply: ☒ Individual ☐ Public ☐ Community

☐ Slab ☐ Crawl Space ☐ Basement w/plumbing ☐ Basement wo/plumbing

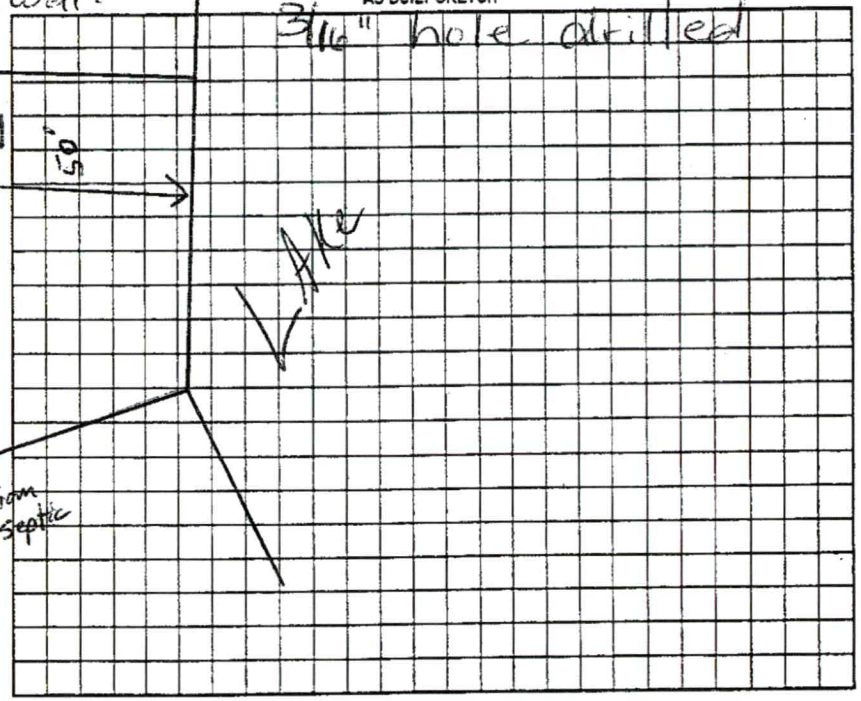
Comments/Conditions: Old well Must be Abandoned. - Out bldg must be moved off of the septic Area - Supply Line Needs to be sleeved and/or 30" below Drive 30ft From Drainline to well to house corner

Comments/Conditions: Keep System in 3 lines to preserve repair Area Installed 2ft trenches Checked tanks 3/22/07 * Lot deeded prior to 1983

INITIAL SITE SKETCH 55ft to Neighbors well.



AS BUILT SKETCH



Permit can be suspended or revoked if any false information is supplied toward securing the permit/any unauthorized changes are made to the site/any unauthorized changes are made in the installation of the system. Improvement Permit with plat valid without expiration ☐ Improvement Permit with site plan valid for sixty months ☒ Authorization to Construct is valid for a period equal to that of Improvement Permit – not to exceed sixty months.

Signed: Evelyn P. Wilson date 7-11-06 Installed by: Raff

Improvement Permit by: [signature] RS date 5/24/06 Operation Permit by: Judy Melville date 7-25-07

Authorization to Construct by: [signature] RS date 7/10/06 Existing System Inspection by: _____ date _____

HEALTH DEPT. COPY: WHITE OWNER COPY (FINAL): YELLOW OWNER COPY (INITIAL): PINK

PERMIT SNAPSHOT REPORT OSWP-2023-35962 FOR IREDELL COUNTY

Permit Type: Environmental Health OSWP
Work Class: EH Septic Permit
Status: In Progress
Valuation: $0.00
Project:
District: Iredell County
Square Feet: 0.00
Assigned To: Whicker, Cory
App Date: 09/06/2023
Exp Date: NOT AVAILABLE
Completed: NOT COMPLETED
Approval Expire Date:

Description: existing system inspection 9/25 Called Benfield. Secretary stated site ready. Adding pool. GM Site visit, site is ready. GM

Parcel: 4646461848.000 Main
Address: 218 Elysian Dr Mooresville, NC 28117 Main
Zone: R-20(Suburban Residential District)

Applicant/Authorized Agent
BENEFIELD OUTDOOR SERVICES & SOLUTIONS
939 Brawley School Rd
Mooresville, NC 28117
Business: (704) 360-0376

Property Owner
ARIF+MHELISSA YAYALAR

Permit Custom Fields

How is your site plan being submitted	Custom Site Plan	Septic Application/Permit Type	Existing System Inspection	Does the site contain any jurisdictional wetlands	No
Non-domestic Sewage Generated	No	Other Public Agency	No	All proposed structure dimensions	11x13x24 pool
What are the proposed structures	Swimming Pool	Maximum Number of Bedrooms	4	If other Addition/Structure, please explain	
Number of Occupants	8	Foundation Type	Concrete Slab Foundation	Residential/Business/Other	Residential
Water Supply	Existing Well	Desired Septic System Type	Conventional (most common)	Back Setback	10
Left Setback	10	Lake/Stream Setback	50	Right Setback	10
Zoning Permit Issued Date	Sep 19 2023 12:00AM	Zoning Permit Expiration Date	Mar 17 2024 12:00AM	Is the structure or development in the floodplain	No
Is the property in a local historic district?	No	Is the property located downtown?	No	Zoning Notes/Addendums	Swimming Pool: Must meet requirement R22 of the LDC. Pools shall be located to comply with minimum setbacks for accessory structures-located behind front building line of house, 10' from side & rear property line. Lake lots must meet the 50' setback from the 760 contour line AND the 35' setback from the rear property line. Pools that are not an integral part of the principal building shall be located at least the minimum distance from the principal building necessary to comply with N.C. Building Code. Setback from house could be +/-10'. Fenced with a minimum 4' in height, and equipped with self-closing and positive self-latching gate provided with hardware for permanent locking. Fence not required for above ground pools if they are at least 4'

PERMIT SNAPSHOT REPORT (OSWP-2023-35962)

in height, the ladder removed, or when NOT in use have a gate to the ladder as described above. Lake Lots: Must meet both the 50-foot setback from the 760' contour line and the 35-foot setback from the rear property line for any structure.	Additional Unique Setbacks Apply	Yes	Watershed	WSIV CA CATAWBA/LAKE NORMAN

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Michael_Benfield_9/6/2023.jpg	09/06/2023 15:42	Benfield, Michael		Uploaded via CSS
2254_ Acting Agent Form SIGNED_v1.pdf	09/11/2023 11:12	Nebel, Barbara	Available Online	Authorize to Act as Agent
218 Elysian_v1.pdf	09/12/2023 11:28	Bailey, Julia	Available Online	Site Plan

Inspection Number	Status	Inspection Type	Request Date	Scheduled Start Date	Scheduled End Date	Actual Start Date	Actual End Date
2023-143795	Passed - Permit	OSWP Septic/Well Preliminary Site Visit	09/25/2023	09/25/2023 0:00	09/25/2023 0:00	09/25/2023 15:10	09/25/2023 15:10

Inspectors: McLeod, Grace (Primary)

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

Note	Created By	Date and Time Created
1. 9/25 Called Benfield. Secretary stated site ready. Adding pool. GM Site visit Site is ready GM	Grace McLeod	09/25/2023 11:23

Invoice No.	Fee		Fee Amount	Amount Paid
INV-00020651	Iredell Zoning Permit Fee		$75.00	$75.00
	Iredell Zoning Tech Fee		$2.25	$2.25
		Total for Invoice INV-00020651	$77.25	$77.25
INV-00020986	Existing System Inspection		$250.00	$250.00
		Total for Invoice INV-00020986	$250.00	$250.00
		Grand Total for Permit	**$327.25**	**$327.25**

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Completeness Check v.1		09/11/2023 11:12	09/11/2023 11:13
Confirm application complete v.1	Generic Action		09/11/2023 11:13
Fees v.1		09/25/2023 8:33	09/25/2023 8:33
Issue Invoice v.1	Generic Action		09/25/2023 8:33
Fees Paid v.1	Generic Action		09/25/2023 8:33
Lot Readiness Verification v.1		09/25/2023 15:09	
OSWP Septic Preliminary Site Visit v.1	Inspection	09/25/2023 15:09	09/25/2023 15:10
OSWP Site Evaluation v.1	Inspection		
Zoning Review v.1		09/12/2023 11:33	09/20/2023 8:26
~~Floodplain Admin Overview v.1~~	Task		09/12/2023 11:32
Iredell County Zoning Approval v.1	Task	09/12/2023 11:33	09/20/2023 8:26
Issue Invoice v.1	Generic Action		09/12/2023 11:33
Fees Paid v.1	Generic Action		09/20/2023 8:25
Issue Improvement Permit v.1			
Issue Invoice v.1	Generic Action		
Fees Paid v.1	Generic Action		

PERMIT SNAPSHOT REPORT (OSWP-2023-35962)

Issue Permit v.1	Generic Action
Environment Health Inspections v.1	
Operation Permit Inspection v.1	Inspection
OSWP Alarm Checked v.1	Inspection
OSWP Drain Lines Checked v.1	Inspection
OSWP Electrical Checked v.1	Inspection
OSWP Floats Checked v.1	Inspection
OSWP Maintenance Contract v.1	Inspection
OSWP Pressure Head Checked v.1	Inspection
OSWP Pressure Manifold Checked v.1	Inspection
OSWP Tanks Checked v.1	Inspection
Permit Completion Process v.1	
Authorization to Construct Permit v.1	Create Sub Permit
Issue Authorization to Construct v.1	Generic Action

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Engineers and Soil Scientists

Agri-Waste Technology, Inc.
501 North Salem Street
Suite 203
Apex, NC 27502
919-859-0669
www.agriwaste.com

SEPTIC SYSTEM
AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES
February 21, 2022

CLIENT: Mhelissa Yayalar
218 Elysian Dr
Mooresville, NC 28117

704-881-6671
myayalar@gmail.com

SYSTEM LOCATION: 218 Elysian Dr
Mooresville, NC 28117

PROJECT MANAGER: Trevor Hackney

LIST OF ATTACHMENTS

Addendum	Septic Inspection and Maintenance Agreement
Attachment A	Scope of Services

This Agreement for Professional Environmental Services ("Agreement") made and entered into by and between "Client" and AGRI-WASTE TECHNOLOGY, INC., a North Carolina corporation, having its principal place of business located at 501 N. Salem Street, Suite 203, Apex, NC 27502, (919) 859-0669 (hereinafter referred to as "AWT").

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

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

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

1 Professional Services

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

2 Safety

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

3 Project Site

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

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

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

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

4 Independent Contractor

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

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

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

5 Indemnification

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

5.2 Client agrees to indemnify and hold harmless AWT from all claims, suits, losses, and property liability resulting from unusual subsurface conditions and from damage to subsurface structures owned by Client or third parties which occurs in the performance of the Services, whose nature, presence or locations were not revealed to AWT, and to reimburse AWT for expenses in connection with any such claims or suits, including attorney's fees. Unusual subsurface conditions, for the purpose of this paragraph, shall be determined to be subsurface conditions other than those which professional competent consultants using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same locality as the project, and relying on information provided by Client or available to the public through literature or record searches, and on its own specialized training and expertise, would reasonably expect to be present.

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

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6 Insurance

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

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

DocuSigned by:

576875530B1D42B...

Mhelissa Yayalar
Title: Client

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

Jeff Vaughan
Title: President

February 21, 2022

DocuSign Envelope ID: 6D32248B-631B-4E85-AFA8-0E479278A0B2

ADDENDUM

SEPTIC INSPECTION AND MAINTENANCE AGREEMENT

Client: Mhelissa Yayalar February 21, 2022

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

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

WITNESSETH

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

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

WHEREAS, the Contractor is a management entity of a type authorized by 15A N.C. Admin. Code 18A.1961 to manage a Type IV system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Client and the Contractor as stipulated in the Scope of Services (Attachment A) and below.

1. Term: This Agreement shall remain in effect until terminated.
   A. Automatic Termination
      This agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for taking an appeal has passed.
   B. Termination by Mutual Consent
      The Parties may mutually agree to terminate this Agreement by giving written notice of termination by mutual consent to the Local Health Department thirty (30) days in advance of the date of termination.
   C. Termination by the Client
      The Client may terminate this Agreement by giving notice to the Contractor and to the Local Health Department thirty (30) days in advance of the date of termination.
   D. Termination by the Contractor
      (1) The Contractor may terminate this Agreement for Cause by giving written notice of intent to terminate this Agreement to the Client and to the Local Health Department thirty (30) days in advance of the date of termination. Cause shall be defined as:
         a. Failure to remit payment for any bill for Services performed under and in accordance with this Agreement if said bill is not paid within ten (10) days of receipt by the Owner of the bill. If said bill is paid after notice of termination of this Agreement, the Agreement shall continue in effect; or
         b. Failure of the Client to provide the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 30 days of receipt of notice of needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect;

         c. Failure of the Client to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.
      (2) The Contractor may not terminate this Agreement without cause, but may assign its rights and duties under this Agreement as provided by paragraph 2, below.

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2. Assignment

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

B. Assignment by the Contractor. The Contractor may assign its rights and duties under this Agreement to another management entity which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a Type IV system upon thirty (30) days written notice to the Client and to the Local Health Department.

3. Use of Subcontractors

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

4. Representations

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

5. Regulatory Amendments

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

6. No Implied Waiver

The waiver by either Party of the default or a breach by the other Party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either Party to enforce any provision of this Agreement (A) shall not be construed to be a waiver of such provisions, or of any other provision; and (B) shall not in any way, affect the validity of this Agreement, or any part of this Agreement, or the right of either Party thereafter to enforce each and every provision of this Agreement.

7. Notice

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

To the Client:
Mhelissa Yayalar
218 Elysian Dr
Mooresville, NC 28117

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

To the Local Health Department:
Mooresville Health Department & Environmental Health
610 E Center Ave
Mooresville, NC 28115

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted deliver, as the case may be. Changes in the respective address to which notice may be made from time to time by either Party shall be given by notice to the other party.

8. Place of Agreement

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

9. Entire Agreement and Amendment

This Agreement supersedes all prior negotiations, agreements and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by the Parties.

10. Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such actions, remain in full force and effect.

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

DocuSigned by:

576875530B1D42B...

Client

2/21/2022

DATE

Jeff Vaughan, Certified Subsurface System Operator
Certification #24312

February 21, 2022

DATE

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ATTACHMENT A

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

CLIENT Mhelissa Yayalar DATED February 21, 2022

1. AWT shall perform the following services on the Client's system located at:
   218 Elysian Dr
   Mooresville, NC 28117
   A. AWT shall inspect the system at least at the frequency required in Table V(b) of 15A N.C. Admin. Code 8A.1961(b) for a Type IV System.
   B. AWT shall perform the routine evaluation procedures as specified on a Subsurface Wastewater System Monitoring Report form as specified in the NCDENR Innovative System Approval and/or Modified Approval for a Drip System.
   C. AWT shall report the results of its inspections to Client and the Local Health Department (as needed) at the frequency specified in Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.
   D. If an inspection indicates the need for system repairs, AWT shall notify the local health department within 48 hours of the inspection.
   E. AWT shall notify the Owner of needed repairs which are outside the scope of routine maintenance described in subparagraph (b) above.
   F. AWT shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.
   G. AWT shall respond to a request for a nonscheduled service or maintenance call within 48 hours after receipt of such request.

2. The Client's Obligations:
   A. The client shall pay AWT $350 per year ($175 per inspection) for the required semi-annual inspections. The client shall pay to AWT their normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within ten (10) days of billing. Payments due AWT and unpaid by the Client after thirty (30) days shall accrue interest from the due date until paid at a rate of 1 ½ percent per month.
   B. Within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Client shall arrange to have the needed repairs completed and shall provide to AWT evidence that the needed repairs were satisfactorily completed.
   C. The Client shall provide AWT with such access to the system as is reasonably necessary for AWT to comply with the terms of this Agreement.

DocuSigned by:
576875530B1D42B...
CLIENT

2/21/2022
DATE

Jeff Vaughan, President
Agri-Waste Technology, Inc.

Proposal is good for 60 days from:
February 21, 2022
DATE