LP PPBPS SYSTEM
FOR WASTEWATER TREATMENT

Owner/Applicant: THE ORCHARDS LLC

Address: 227 Hideaway Lane
Mooresville, NC 28117
Phone: 704-201-6465
County: Iredell
Location: THE ORCHARDS Subdivision Lot #22

Source of Wastewater Flow: 4 Bedroom Single Family Residence
Estimated Daily Wastewater Production: 480 gpd
System Flow: 31.22307692

Design Specifications

Drainfield Size: 330
Loading Rate: 0.25 gpd/ft.^{2}
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: 315
Supply Line Diameter: 2 in. SCH 40 PVC
Supply Line Volume: 54.81
Dosing Volume: 183.68
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: 7.47
Elevation Head: 35.70
Total Dynamic Head: 51.94

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

THE ORCHARDS Subdivision Lot #22
LP PPBPS

DESIGN FLOW:	480
SOIL APPLICATION RATE:	0.25 gpd/ft.2
TOTAL AREA TRENCH BOTTOM:	990
TOTAL LATERAL LENGTH:	330
NUMBER OF FIELDS:	1
LATERAL LENGTH REQUIRED PER FIELD:	320
SUPPLY LINE LENGTH:	315
TOTAL DYNAMIC HEAD:	51.94
MANIFOLD SIZE:	N/A
DOSING VOLUME:	183.68
PUMP TANK DRAW DOWN*:	8.7
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.*

THE ORCHARDS LOT 22

Project #: 01-1195

LAYOUT FOR 4 BEDROOM HOME

August 11, 2006

LINE #	FLAG COLOR	BS	HI	FS	ELEVATION	FLAGGED LINE LENGTH	DESIGN LINE LENGTH
TBM		1.3			100.00		
INSTR. 1			101.30				
HOUSE CNR				31.30	70.00		
P. TANK				32.50	68.80		
1	***PINK***			***1.80***	***99.50***	***110***	***110***
2	***ORANGE***			***3.70***	***97.60***	***110***	***110***
3	***RED***			***5.90***	***95.40***	***110***	***110***
4	BLUE			11.90	89.40	110	110
5	PINK			13.80	87.50	110	110
6	ORANGE			16.10	85.20	110	110
					Total	660	660

	LINE LENGTH	LTAR GPD/FT2	SYSTEM TYPE	SOIL LTAR GPD/FT2	TRENCH SYSTEM	DISTRIBUTION
** System*	***330***	***0.25***	***MOD.***	***0.25***	***PPBPS***	***LOW PRESSURE***
Repair	330	0.25	MOD.	0.25	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 -THE ORCHARDS LOT 22

SYSTEM

Line #	Color	Elevation	Length	Hole Size	Flow/hole	Trench Area	Number of Panels
1	***PINK***	99.5	***110***	0.156	**0.41**	330	25
2	***ORANGE***	97.6	***110***	0.156	**0.41**	330	25
3	***RED***	95.4	***110***	0.156	**0.41**	330	25

total	**feet =**	**330**	**gal/min =**	**31.223077**
		Des. Flow	**480**	
		Pump Run=	**5.88**	
		soil LTAR	**0.25**	
		LTAR +5%	**0.2625**	
		LTAR with mod.	**0.27**	
		LTAR with mod.. + 5%	**0.2835**	

.156 equals 5/32 inch hole

CALCULATIONS

Location THE ORCHARDS

Project Number 01-1195

Lot No: Lot 22

No. of Bedrooms	4	
Design Flow	480	$^{gal}/_{day}$
LTAR	0.25	gpd/ft2
PPBPS? (YES OR NO)	YES	
Supply Line Length	315	ft.
Supply Line Volume	54.81	gal.
Required Feet of Line	320	ft.
Amount of Line from Layout	330	ft.
Gallons per Minute	31.22308	$^{gal}/_{min}$
Required Septic Tank Capacity	1000	gal.
Minimum Standard Tank Size	1000	
Panel Volume	3.6	gal.
# of Panels	76	
Dosing Volume	183.68	gal.

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

Tank Draw Down	8.7	*Generic Draw Down of 21 gal.per in.*
Pump Run Time	5.88	minutes
Elevation Head	35.7	ft.
Pressure Head	2	ft.
Friction Factor	2.37	ft./100 ft. *(From the interpolater.)*
Friction Head	7.47	ft.
Total Dynamic Head (+15%)	51.94	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
ZONING PERMIT

227 South Center St. PO Box 788 Statesville, NC 28687 Phone 704-878-3118

Call Sanitarian between 8 a.m. & 9 a.m. Statesville 704-878-5305 Mooresville 704-664-5281

Permit #:	134659ZO	Subdivision:	The Orchard
Proposed Use:	Single Family	Township:	1700 Davidson
Location of Property:	000 Orchard Farm Ln. Mooresvile NC 28117		
Parcel #:	4649049474.022	Zoning:	RA
Lot #:	22 Size: 1.06	Flood Plain:	No Watershed: WSIV-PA
Applicant:	Orchard Farms, LLC (Lee Easter)	Owner:	Orchard Farms, LLC (Lee Easter)
Address:	227 Hideaway Lane Mooresvile NC 28117	Address:	227 Hideaway Lane Mooresvile, NC 28117
Phone:	704-204-6465	Phone:	704-204-6465
Property Recorded:	No Site Plan Reviewed:	Community Water:	No Community Sewer:

If permitted the following minimum requirements must be met, unless Health Department requires more land area, or other qualifications are indicated in the comments.

Min. Lot Area: 21780	Min. Front Yard: 35 ft	Min. Left Side Yard: 15 ft
Min. Lot Width: 100	Min: Rear Yard: 35 ft	Min: Right Side Yard: 15 ft
Min. Number Parking Spaces:		Max. Built Upon Area:

Comments:

Hold building permit until plat is recorded.

DEVELOPER PERMIT

Directions:

Perth Rd South, left on Wild Cherry Lane. 1st lot on left past Orchard Farm Lane

FEES

Zoning Permit/Inspection Fee	☑		$45.00
Site Plan Review Fee	☐		$0.00
Environmental Health New System	☑	FAST TRACK	$200.00
Environmental Health Existing System	☐		$0.00
Total Fees:			$245.00

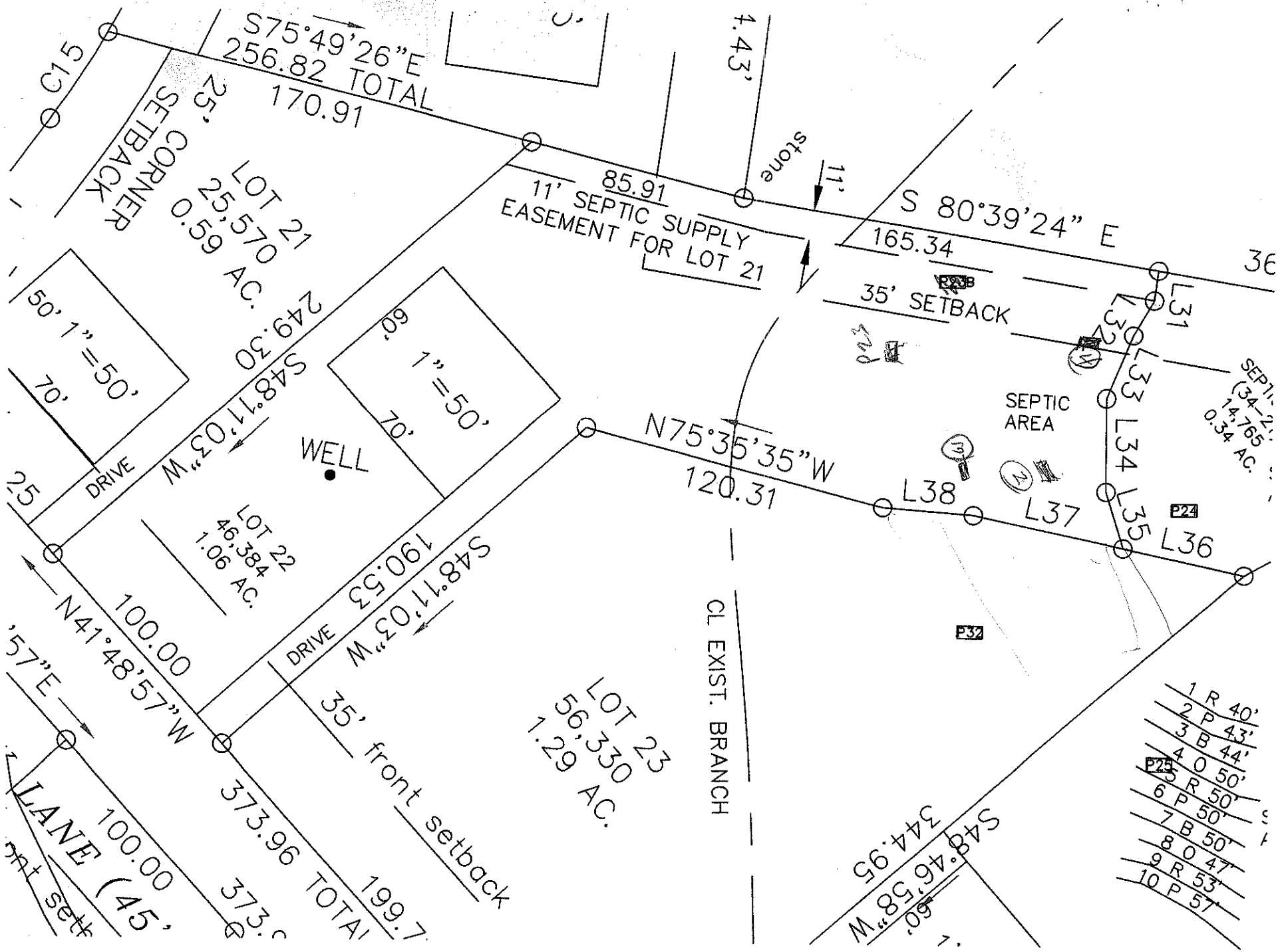
I certify that all statements made in this application and any attached documents are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that false information may be grounds for rejection of this application. Authorized Health Department and Planning & Enforcement Representatives are granted right of entry to make evaluations or inspections and to release information upon public request.

Applicant:_____ Date: _____

A non-refundable fee of $45.00 is charged on all permit applications.

STEPHANIE WHITLOCK

Printed: 3/21/2006


S75°49'26"E
256.82 TOTAL
170.91
85.91
11' SEPTIC SUPPLY
EASEMENT FOR LOT 21
S 80°39'24" E
165.34
35' SETBACK
25' CORNER SETBACK
LOT 21
25,570
0.59 AC.
50' 1"=50'
70'
249.30
S48°17'03"W
60'
1"=50'
70'
WELL
DRIVE
25
LOT 22
46,384
1.06 AC.
N75°35'35"W
120.31
L38
L37
L35
L34
L33
L31
SEPTIC AREA
P24
L36
P32
100.00
N41°48'57"W
DRIVE
190.53
S48°17'03"W
CL EXIST. BRANCH
LOT 23
56,330
1.29 AC.
35' front setback
373.96 TOTAL
199.7
100.00
LANE (45'
S48°46'58"W
244.95
1 R 40'
2 P 43'
3 B 44'
4 O 50'
5 R 50'
6 P 50'
7 B 50'
8 O 47'
9 R 53'
10 P 57'

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

Sheet 1 *of* ____
PROPERTY ID #: _____
COUNTY: IREDELL

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: THE ORCHARDS LLC APPLICATION DATE 4/06
ADDRESS: HIDEAWAY LANE MOORESVILLE DATE EVALUATED: _____
PROPOSED FACILITY: RES PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: _____
LOCATION OF SITE: THE ORCHARDS LOT 23 PROPERTY RECORDED: Y
WATER SUPPLY: X Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring X Pit ☐ Cut TYPE OF WASTEWATER: X Sewage ☐ Industrial Process ☐ Mixed

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
23B 1	LSS 10-50%	0-18	RCL wgrk	fri SSSP	N/A	18"	PS	N/A	PS .35
		18-62	SRSAP M	fri NSNP					
2	15% L	0-4	wksbk brn scl	fr SSSP	Common SAP + wedge				.25
		4-27	wk mod sbk mdc	fr SSSP SAP					
		27-37	wk sbk vf sap	fr SSSP					
		37-52	massive SAP	fr SSSP					
3		0-6	brn scl	fr					.25
		6-32	wk sbk mdc	fr SSSP SAP					
		32-43	wk sbk cl SAP	fr SSSP					
		43-52	massive SAP	fr SSSP mdw. root					
			diagonal wide vein	starts @ 12" to bottom of pit (at 2/3 of pit PS)					
4		0-6	gr brn scl	fr SSSP					.25
		6-21	sbk mdc	fr SSSP SAP					
		21-	wk sbk cl	mod fr SSSP					
			few common med wedge						

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)		
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____

EVALUATED BY: _____
OTHER(S) PRESENT: _____

COMMENTS:

IREDELL COUNTY HEALTH DEPARTMENT

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

(THE ABOVE PERMIT DOCUMENTS WILL BECOME INVALID IF INFORMATION PROVIDED ON THIS APPLICATION IS FALSIFIED OR CHANGED, OR IF THE SITE IS ALTERED. THE IMPROVEMENT PERMIT IS VALID FOR EITHER 60 MONTHS OR WITHOUT EXPIRATION DEPENDING UPON DOCUMENTATION SUBMITTED - APPLICATION WITH SITE PLAN 60 MONTHS, APPLICATION WITH COMPLETE, SCALED PLAT WITHOUT EXPIRATION. SEE 15A NCAC 18A .1937(f) FOR DETAILS)

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

2. Page 2: *Site Plan Worksheet* Form MUST Accompany This Application
   The following optional attachments may also be submitted: ___Survey Plat, Scaled no more than 1 Inch = 60 Feet
   Place check ( ) beside whichever is submitted if applicable ✓ Custom Site Plan, Scaled no more than 1 Inch = 60 Feet

3. **Applicant Information:**

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

4. **Property Information:**

Street Address	Subdivision Name	Section/Phase and Lot Number
	The Orchard	22

Driving Directions: HWY 150 TO PERTH ROAD 3 miles ON Right just after Judius Rd.

****

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 ___

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

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

****

6. **Proposed Water Supply:**

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

****

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

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

4 1 2 3

****

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: _____ 3-21-06

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

IREDELL COUNTY HEATLH DEPARTMENT

PAGE 2: *SITE PLAN WORKSHEET*

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

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

- Property Line measurements are clearly identified...
- All proposed structures are indicated...
- *SHOW: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site*
- Front and side setbacks from property line...
- Preferred driveway location and configuration, preferred well location...
- Area you prefer your septic system to be placed...
- North arrow, or other sufficient indicator of direction...

Circle N/A on the following if appropriate:

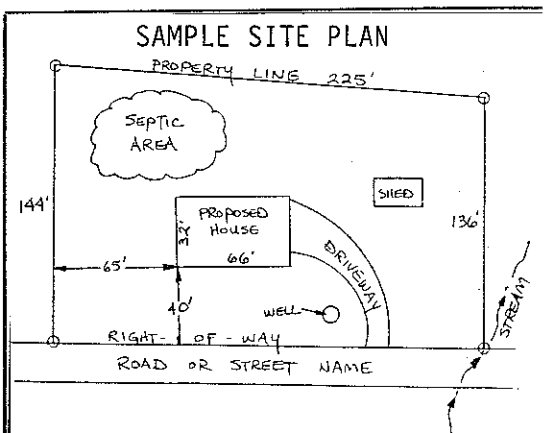
- Location of septic systems and wells within 100' of your property... N/A
- Location of easements and rights of ways on your property... N/A
- Location of any designated wetlands on the property... N/A

Signature: C. [signature] 6/19/06

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

USE THIS SPACE TO DRAW YOUR SITE PLAN

See attached site plan



Permit #134659

11-01-13
pd. #49500

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:

Applicant Name: Lakeshore Holdings, LLC **Address:** 295 Lakemist Drive Mooresville NC 28117 **Phone:** 919 389-4500

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

Property Information:

Street Address: 125 Flowering Cherry Lane, Mooresville NC 28117

Subdivision Name: The Orchards **Section/Phase:** _____ **Lot Number:** 22

Driving Directions: I50 to Perth Rd, take Perth to Flowering Cherry Lane make right. Home site on left (lot 22)

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: 4
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:** 2013/2014

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

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: _____ 11/1/13
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) 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, 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:

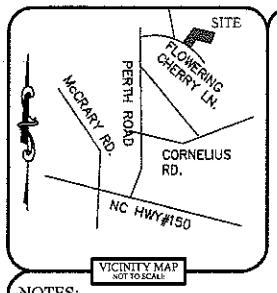
- X — Location of septic systems and wells within 100' of your property... N/A
- X — Location of easements and rights of ways on your property... N/A
- X — Location of any designated wetlands on the property... N/A

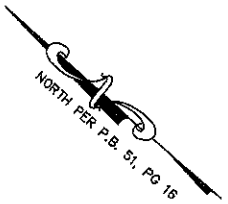
Signature: _____ 11/1/13

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

USE THIS SPACE TO DRAW YOUR SITE PLAN

See attached





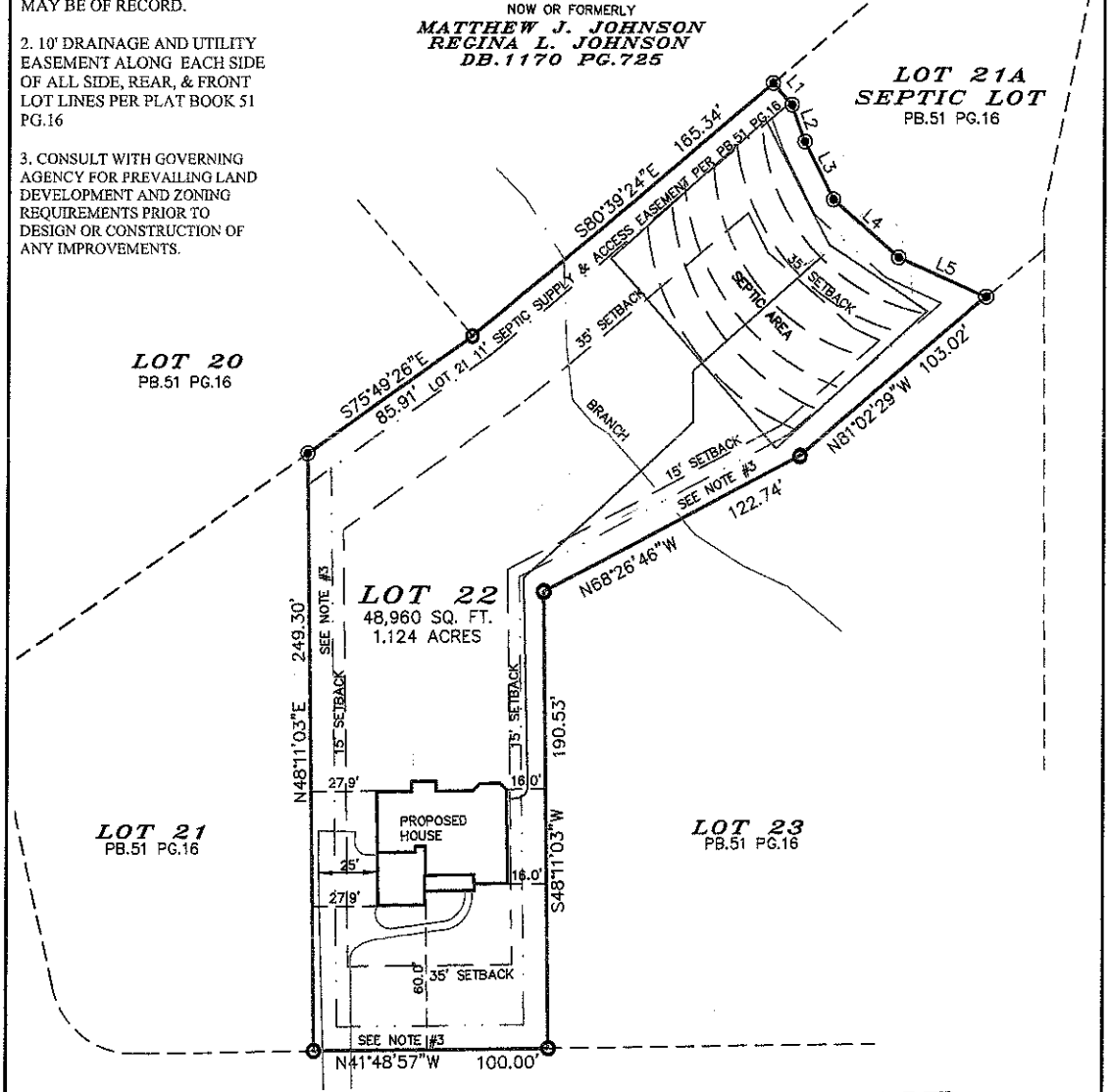
LINE TABLE		
LINE	LENGTH	BEARING
L1	12.12	S07°16'50"W
L2	16.33	S29°12'58"W
L3	27.04	S22°08'20"W
L4	37.00	S00°18'12"E
L5	40.42	S17°02'51"E

NOTES:

1. PROPERTY MAY BE SUBJECT TO OTHER COVENANTS, RESTRICTIONS, EASEMENTS OR RIGHTS-OF-WAY THAT MAY BE OF RECORD.

2. 10' DRAINAGE AND UTILITY EASEMENT ALONG EACH SIDE OF ALL SIDE, REAR, & FRONT LOT LINES PER PLAT BOOK 51 PG.16

3. CONSULT WITH GOVERNING AGENCY FOR PREVAILING LAND DEVELOPMENT AND ZONING REQUIREMENTS PRIOR TO DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.



125 FLOWERING CHERRY LANE
45' PUBLIC R/W

LEGEND

LOT CORNER PER PB.51 PG. 16 ○

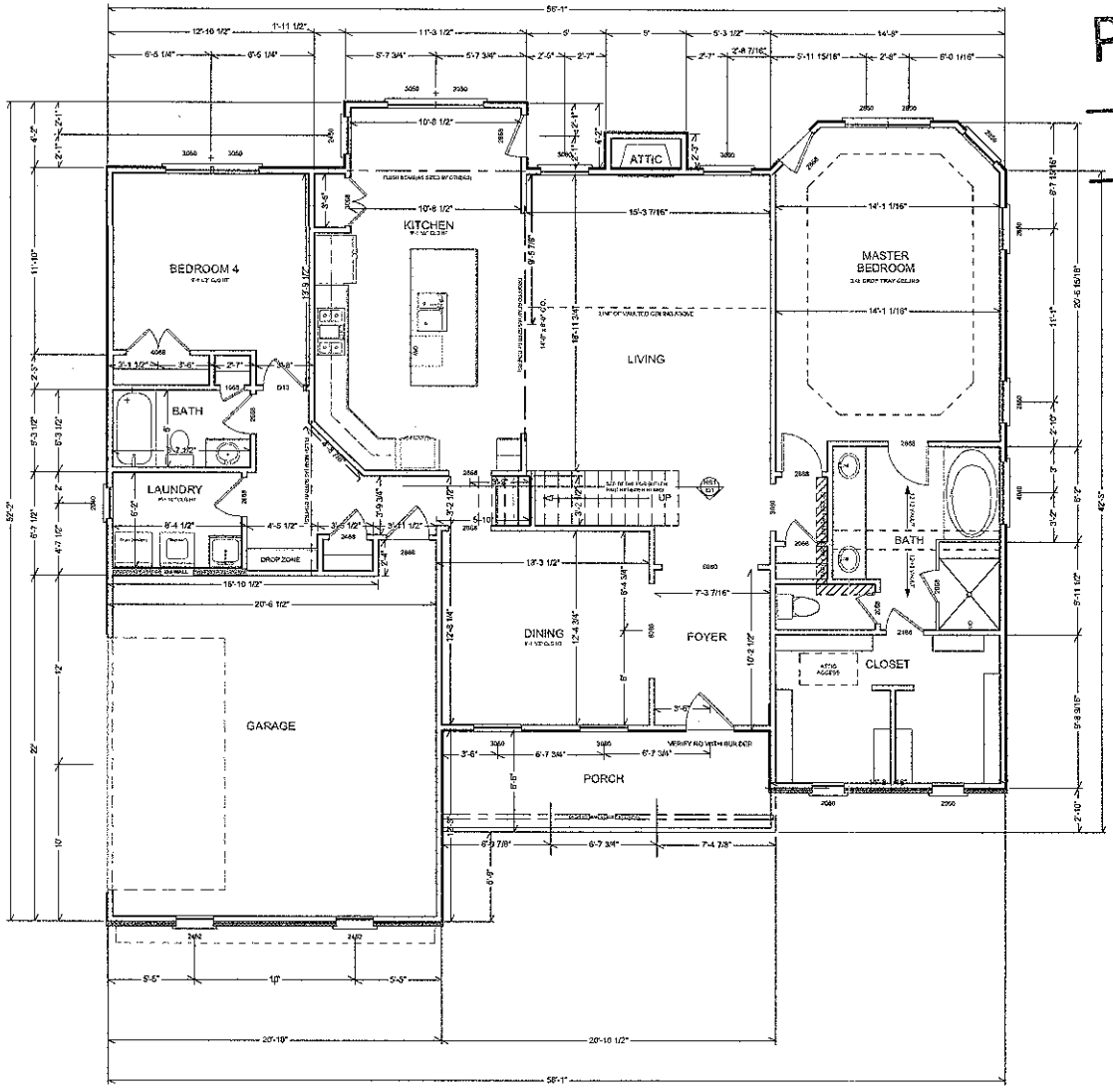
Graphic Scale
60 30 0 60
Scale of Drawing 1 Inch = 60 Feet

PLOT PLAN of LOT 22 OF THE ORCHARD SUBDIVISION

Professional Property Surveyors, Inc. 18335 Old Statesville Road Ste. A, Cornelius, N.C. 28031 704-765-5134 Phone/Fax Firm Liscense: C-3666	Property of LAKEMIST HOMES	As Recorded in PB.51 PG.16 DB.1707 PG.1412	Site Address: FLOWERING CHERRY LANE MOORESVILLE, NC 28117 IREDELL COUNTY

100813-03 Job No.	JEC Prepared By	≥ 1:10,000 Error of Closure	1"=60' Drawing Scale	4649-1413-55 Tax Parcel Number	LOT 22 ORCHAR Drawing File Name	1 of 1 Sheet Number	10/29/2013 Date

Acknowledgement Of
Plans Submittal ONLY!
Date 11/1/13
Date 11-5-13



FIRST FLOOR PLAN
SCALE 3/16" = 1'0"

VISUAL DESIGN & DRAFTING

LAKEMIST HOMES
Sandbridge 2 car
Reverse

REVISIONS

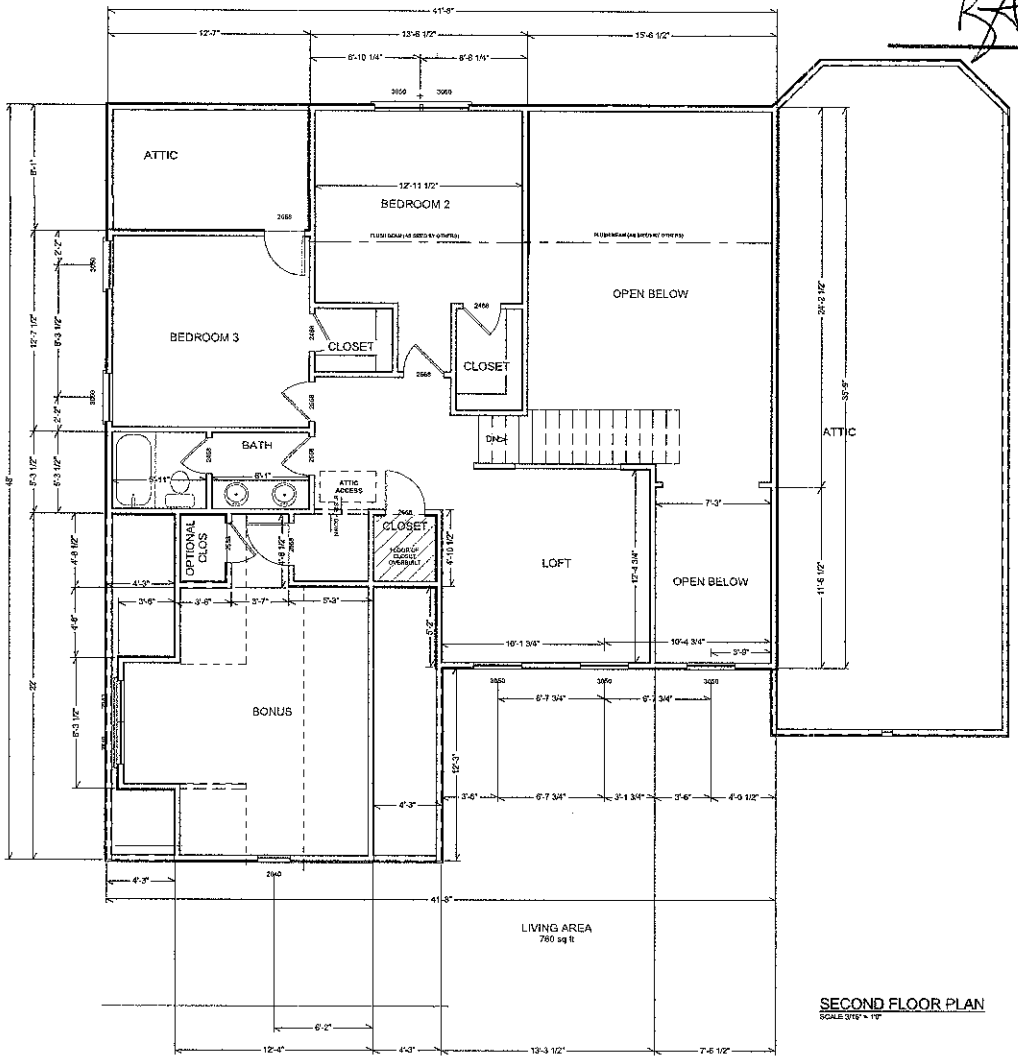
NOTE:
CONTRACTOR TO VERIFY ALL DIMENSIONS, STRUCTURAL DETAILS, AND BUILDING CODES REQUIREMENTS PRIOR TO CONSTRUCTION.

3

Acknowledgement Of
Plans/Submittal ONLY!

_____ Date 11/1/13

_____ Date 11-5-13



SECOND FLOOR PLAN

SCALE 3/16" = 1'0"

VISUAL DESIGN & DRAFTING

LAKEMIST HOMES

Sandbridge 2 car

Reverse

REVISIONS

NOTE:
CONTRACTOR TO VERIFY ALL DIMENSIONS, STRUCTURAL DETAILS, AND BUILDING CODES REQUIREMENTS PRIOR TO CONSTRUCTION.

4

The Orchard
10 + 22

J.C. Moore
Maintenance Contract

State of North Carolina

County of Iredell

Permit Number 134659

THIS AGREEMENT is made and entered into this the 16th day of April, 2014, by and between michele Perez (hereinafter the "Owner") and J. C. moore (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 IVA 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 - A 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 owners systems located at 125 Flower Cherry LN 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-A system.

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

(1) Inspect the structural integrity and maintain all of the physical and mechanical components of the system.
(2) Inspect the performance and condition of the drain field.
(3) Flush and clean the laterals of the system.
(4) Check and set pressures in the system.
(5) Check and adjust pump delivery rate of the system.
(6) Clean septic tank filter if applicable and accessible.
(7) Perform any other requirements of the Operations Permit.

C. The Contractor shall report the result of its inspections to home Owner after each inspection and 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.

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 the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system that require the use of hand tools only at the request of the Owner and shall be entitled to payment therefore at the Contractors normal charge for services and materials. The Contractor shall not perform repairs that require the use of heavy equipment, electrical license or plumbing license.

2. The Owner's Obligations.

A. The Owner shall pay the Contractor upon signing this contract, the sum of for the first year of periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be renewed at the end of each 12-month period. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not increase more that 20 percent per year. The Owner shall pay in the following methods.

( ) to be paid at the time of the signing of this agreement and to be paid before the second scheduled inspection.

(250.00) dollars to be paid at the time of the signing of this agreement.

B. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system 25.00 dollars per hour, with minimum of one hour, plus cost of material(s) as a result of nonscheduled service or maintenance calls. All fees for nonscheduled service or maintenance 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.

C. The Owner shall keep the area of the septic system drain field properly mowed and protected from traffic. The Owner shall keep the designated repair area reserved for future repair to the septic system.

D. 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 termination.

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 erminate 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 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 IVA system upon thirty (30) days written notice to the Owner and the local Health Department.

5. 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.

6. Regulatory Amendments

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

7. 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 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.

8. Notice

Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by mail and addressed as follows:

To the Owner:

Michele Perez
125 Flower Cherry LN
Mooresville N.C. 28117

To the Contractor:

T.C. Moore
1227 Troutman Dr.
Statesville N.C. 28117

To the Local Health Department

Iredell Co Health Dept
610 Ecenter Ave
Mooresville N.C. 28115

The date of any Notice shall be the date of delivery. Changes in the respective addresses to whic notice may be directed may be made from time to time by either Party by notice to the other Part

9 Place of Agreement

This Agreement and any questions concerning its validity, construction of and performance shall be governed by the laws of the State of North Carolina, notwithstanding the place of execution c the order in which the signatures of the Parties are affixed.

10 Entire Agreement and Amendment.

This Agreement supersedes all prior negations, 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.

11 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 agre 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 th 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 duplic originals, one of which is retained by each of the Parties, the day and year first above written

(OWNER) _____

(CONTRACTOR) P. C. Moore