STATE OF NORTH CAROLINA
COUNTY OF IREDELL

INSPECTION AND MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into this 6th day of , December , 2010 by and between Shannon Myers (hereinafter the "Owner") and Rowan Septic Tank & Ditching Co., Inc., George Kirkpatrick, (hereinafter the "Contractor").

WITNESSETH

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

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

WHEREAS, 15A N.C. Admin. Code 18A.1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owner and a management entity shall be in effect for as long as the system is in use; and

WHEREAS, the Contractor is a management entity of a type authorized by 15A N.C. Admin. Code 18A.1961 to manage a Type 4 system.

NOW THEREFORE; in consideration of the premises and of the mutual covenants and promises contained in the Agreement, it is hereby agreed by and between the Owner and the Contractor as stipulated below.

1. The Contractor's Obligations: The Contractor shall perform the following on the Owner's system located at #11 Sunny Path

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

   b. Check sludge depth annually.

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

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

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

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

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

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

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

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

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

2. The Owner's Obligations:

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

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

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

3. Terms: This Agreement shall remain in effect until terminated.

a. Automatic Termination
This Agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for making an appeal as passed.

b. Termination by Mutual Consent:
The Parties may mutually agree to terminate this Agreement by giving written notice of termination by mutual consent to the local health department 30 days in advance of the date of termination.

c. Termination by the Owner:
The Owner may terminate this Agreement by giving notice to the Contractor and to the local health department 30 days in advance of the date of termination.

d. Termination by the Contractor:
The Contractor may terminate this Agreement for cause by giving written notice to the local health Department and the Owner 30 days in advance of date of termination. Cause shall be defined as:

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

To The Owner:
Shannon Myers
129 Singleton Rd
Mooresville NC 28117

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

To The Local Health Department

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

11. Entire Agreement and Amendment: This Agreement supersedes all prior negogations, agreements and understandings between the Parties with respect to the subject matter hereof. To be effective, any amendments or modifications to this Agreement must be in writing and must be signed by the Parties.

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

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

(Owner) Date 12/6/10

George Kirkpatrick
(Contractor) Date 12/6/10