Winding Forest

INSPECTION AND MAINTENANCE AGREEMENT #41 ? 703-770-

757-867-96

STATE OF NORTH CAROLINA

COUNTY OF Iredell

This agreement is made and entered into this 29 day of December, 2009, by and between Leroy Conner (hereinafter referred to as the "Owner") and Russell B. Williams (hereinafter referred to as 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 4A system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Administrative Code 18A.1900 et seq.; and

WHEREAS, 15A N.C. Administrative 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. Administrative 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. Administrative Code 18A.1961 to manage a Type 4A 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 179 Crooked Branch Way Lot #41 Winding Fo
Troutman, NC
ph - 757-879-0114

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 4A System. LP - PPBPS

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

1) [from operation permit] Bi-Annual Inspections
2) * Flush & Set pressure head on all latterals
3) * Check - pump - & Delivery Rate, Floats, & Measure Sludge & Scum, in Septic Tank. Check For mal Functions

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. Administrative Code 18A.1961(b) for a Type 4A System.

d) If an inspection indicates the need for system repairs, the Contractor shall notify the local health

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 in duplicate originals, one of which is retained by each of the Parties, the day and year first above written.

Ernest L Conner 12-29-2009
(Owner)

Attest:

_____

Russell B. Williams 12-29-2009
(Contractor)

Attest:

_____

N.C. Water Pollution Control System Operators Certification Commission

Russell B. Williams

Type	Grade	Cert#	Type	Grade	Cert#
SS	-	986944			

is a duly Certified Operator under provisions of Article 3, Chapter 90-A of the General Statutes of North Carolina

Paul E. Rawls
Chairman

2010

Wastewater Solutions & Design

Russell B Williams
" Wastewater Specialist"
4711 Rocking Horse Dr
Maiden, NC 28650
Ph. 980-429-1580
Fax. 828-428-3028 rwilliams9534@bellsouth.net

" Certified Septic Installer, Inspector & Operator"

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 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.

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: Leroy Conner
179 Crooked Branch Way (Lot #41 - Winding Forest)
Troutman, NC

To the Contractor: Russell Williams DBA Wastewater Solutions + Design.
4711 Rocking House Dr.
Maiden, NC 28650

To the Local Health Department: Iredell County Environmental Health Dept.
610 E Center Ave.
Mooresville, NC 28115 704-664-5281

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 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, the system 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 practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the