# ON SITE WASTEWATER SYSTEM INSPECTION CONTRACT AND AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF IREDELL-STATESVILLE

## CONTRACT FOR INSPECTION AND MAINTENANCE GROUND ABSORPTION SEWAGE TREATMENT AND DISPOSAL SYSTEM AUTUMN BROOK

(I), (WE), as the owners of Lot(s) Number **43 (137 Autumn Mist Road)** ("THE LOT"), of the subdivision known as Autumn Brook, have certain duties and responsibilities for the maintenance of ground absorption sewage treatment and disposal system as regulated and set out in N.C.G.S. Article II, Chapter 130A; T15A-C18-S18A.1961 "Maintenance of Sewage Systems"; and/or under the "Declaration of Covenants, Conditions and Restrictions-Autumn Brook", (the "Declaration"), and under the Bylaws of Autumn Brook Community Association, Inc.

Autumn Brook Community Association, Inc. ("The Association") in order to provide for uniform inspection, maintenance, and repair and operation of sewage treatment and disposal systems within Autumn Brook community, has entered into a Master Agreement dated the 1st day of April, 2016, which Master Contract with TCW Wastewater Management, Inc., a memorandum of which is incorporated fully by this reference thereto.

The undersigned lot(s) owner(s) hereby agrees and contracts with TCW Wastewater Management, Inc. and with Autumn Brook Community Association, Inc. as follows:

1. The Master Contract referred to above is hereby accepted, agreed, and is binding upon the undersigned with TCW Wastewater Management, Inc. and it's successors and assigns. The undersigned lot owner(s), their successors, and assigned agree to be bound by this Master Contract and any further or future contracts in substitution thereof.

2. The undersigned lot owner(s) further acknowledge and agree that Autumn Brook Community Association, Inc. acting by and under it's Declaration of Covenants, Conditions, and Restrictions-Autumn Brook, has and is hereby granted the full power and authority to assess the undersigned for fees, expenses, and costs associated with the inspection, maintenance, and or repair of septic disposal systems on the lot as set forth in the Master Agreement.

This agreement is binding upon the undersigned, their heirs, administrators, personal representatives, successors, and assigns, and the transfer and assignment of the duty and responsibility to contract with a qualified maintenance contractor (operator) is a covenant running with the land ("The Lot"). This agreement will terminate: (1) when The Association is dissolved or liquidated; or (2) when the undersigned has no legal duty to maintain a sewage disposal system on "The Lot".

Witness our hands and legal seals, this 14th day of August, 2018.

_____(SEAL)
Signature

James A. Gaskins
Owners Printed Name

_____(SEAL)
Signature

_____
Owners Printed Name

RECEIVED JAN 17 2018