IREDELL COUNTY HEALTH DEPARTMENT

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # 229842

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

PIN # *

APPLICANT/OWNER: Autumn Brook Development APPLICANT ADDRESS: 1542 Queens Rd West Charlotte NC 28207

SITE ADDRESS: Autumn Brook Subdivision PHONE: 828-817-0962 ALT. PHONE N/A

SITE DIRECTIONS: 215 T/R old Mtn Rd T/R Wallace Springs T/R Autumn Mist SAP CONTROLLED: [X] YES [ ] NO

SUBDIVISION: Autumn Brook SECTION: 1 LOT # multiple LOT AREA: multiple DESIGN FLOW: multiple L.T.A.R.: multiple

Septic Tank multiple (gal) STB Date

Pump Tank multiple (gal) PT Date

Pump Make Model Serial #

Nitrification Fields — # Lines — Linear Ft —

Trench Width — Trench Bottom Depth(Low side) — Gravel Depth —

[X] New System [ ] Repair [ ] Expansion System Type: I II III IV V VI

System Description: off-site pump lines

Repair System Description: off-site pump lines

Maintenance Agreement Required: [X] YES [ ] NO [ ] GRAVITY [X] PRESSURE

[X] Residence No. Bedrooms multiple

[ ] Business No. Persons multiple

[ ] Other No. Employees

[ ] Slab [X] Crawl Space

[ ] Basement w/plumbing [ ] Basement w/o plumbing

Water Supply: [ ] Private [X] Public [ ] Community

Comments / Conditions: * See plan by Dowell + Company *
The purpose of this permit is to grant construction Authorization for off-site pump lines for lots 29, 54, 55, 51, 53, 52,

off site pump lines only

INITIAL SITE SKETCH

See Plan by

Dowell + Company, P.C

See Autumn Brook declaration

Bk 2386 Pg 686-732

AS BUILT SKETCH

*

Lots 29+54 to PIN# 4732-16-2130

Lot. 51 to PIN #4732-15-2306

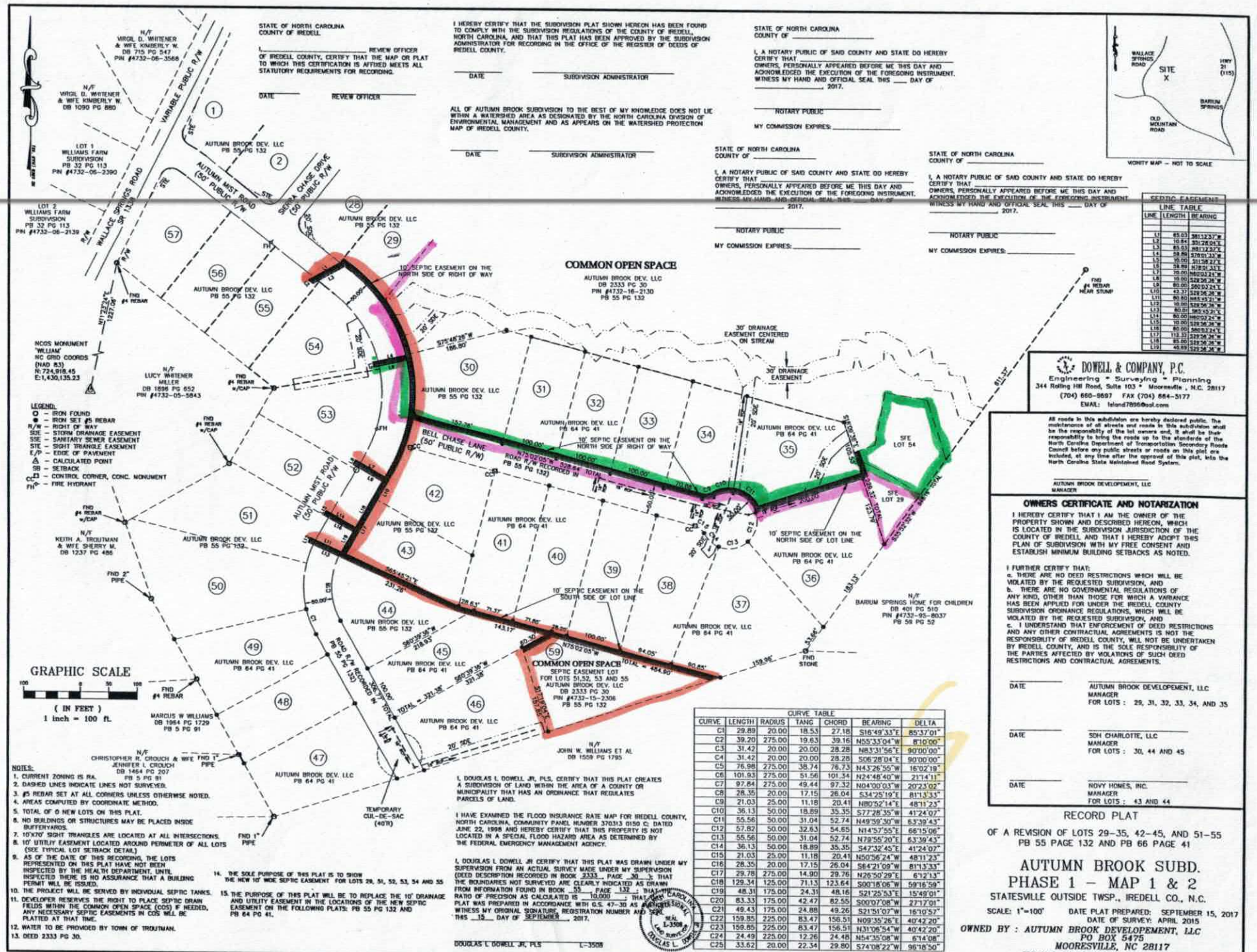
Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. **CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION**

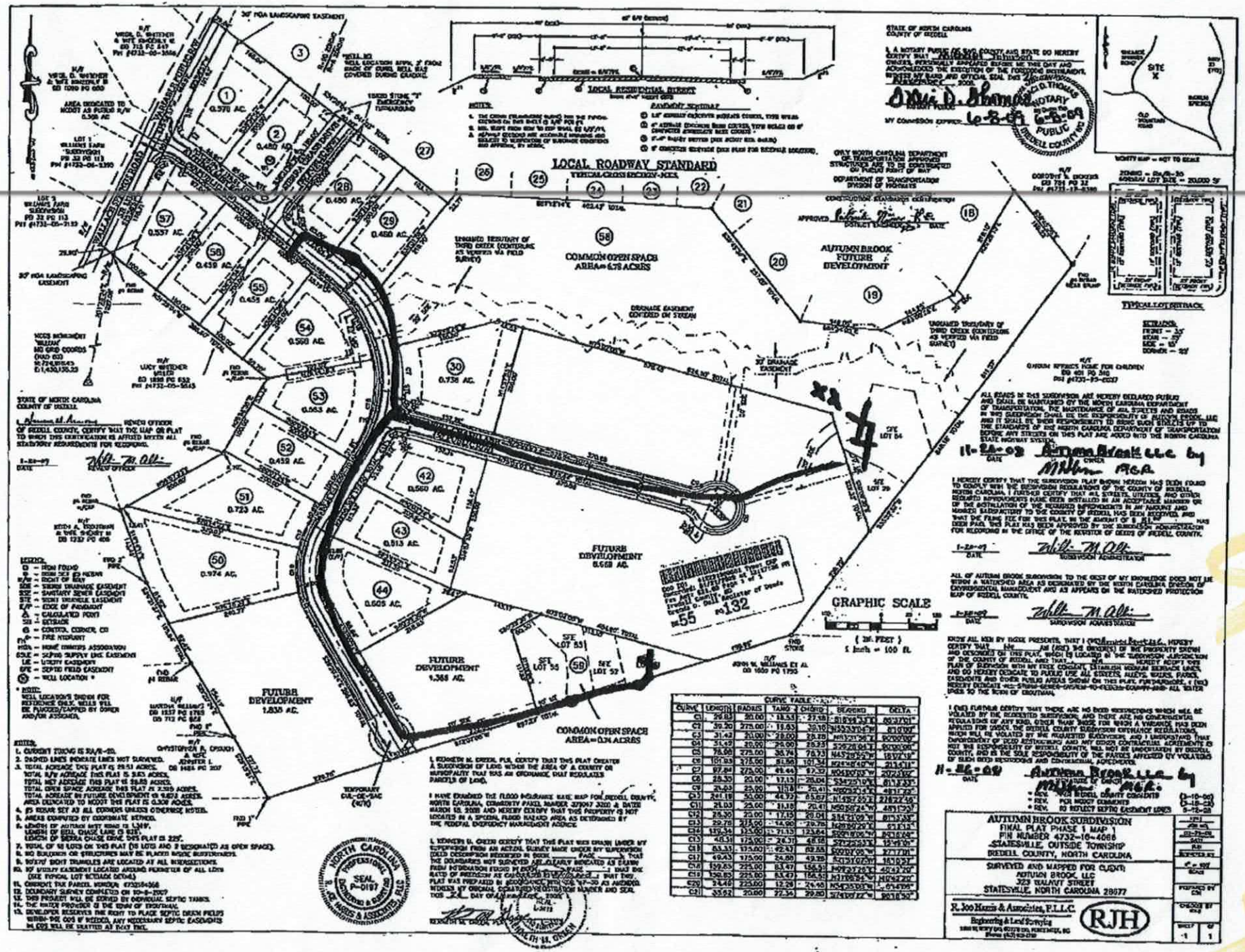
[ ] **IMPROVEMENT PERMIT** *with plat valid without expiration.* [X] **IMPROVEMENT PERMIT** *with site plan valid for 60 mos.* [X] **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

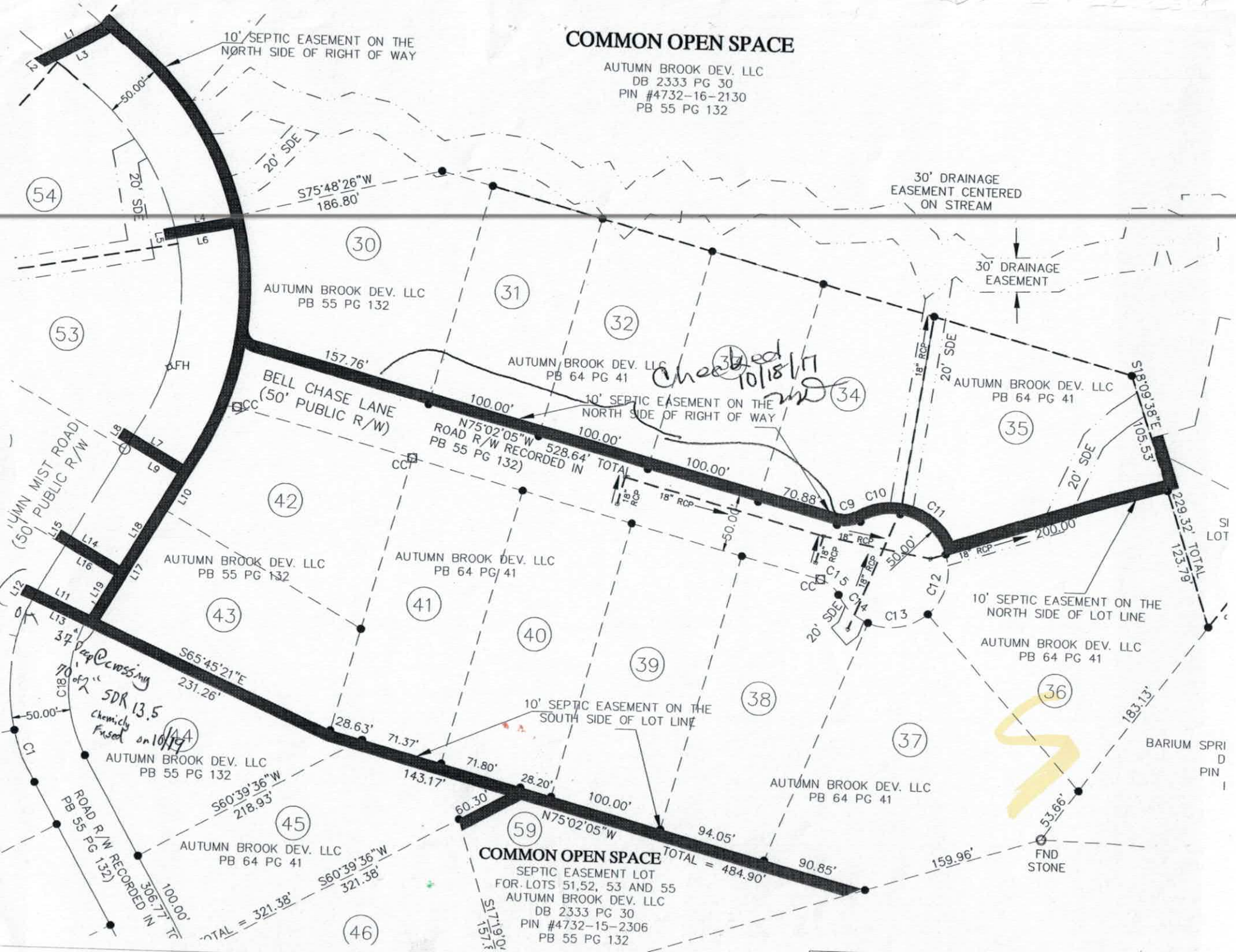
Owner / Applicant Signature: Date: 10/2/17 Installed by: Bell Construction

IMPROVEMENT PERMIT by: Date: 10/02/17 OPERATION PERMIT by: Date: 11/15/17

AUTHORIZATION TO CONSTRUCT by: Date: 10/02/17 Existing System Inspected by: Date:


COMMON OPEN SPACE
AUTUMN BROOK DEV. LLC
DB 2333 PG 30
PIN #4732-16-2130
PB 55 PG 132
BELL CHASE LANE
(50' PUBLIC R/W)
AUTUMN MIST ROAD
(50' PUBLIC R/W)
SIERRA CHASE DRIVE
(50' PUBLIC R/W)
WALLACE SPRINGS ROAD
SR 1324
VARIABLE PUBLIC R/W
10' SEPTIC EASEMENT ON THE NORTH SIDE OF RIGHT OF WAY
10' SEPTIC EASEMENT ON THE SOUTH SIDE OF LOT LINE
30' DRAINAGE EASEMENT CENTERED ON STREAM
30' DRAINAGE EASEMENT
COMMON OPEN SPACE
SEPTIC EASEMENT LOT
FOR LOTS 51,52, 53 AND 55
AUTUMN BROOK DEV. LLC
DB 2333 PG 30
PIN #4732-15-2306
PB 55 PG 132
TEMPORARY CUL-DE-SAC (40'R)
SITE LOT 54
SITE LOT 29
N/F BARIUM SPRINGS HOME FOR CHILDREN
DB 401 PG 510
PIN #4732-95-8037
PB 59 PG 52
N/F LUCY WHITENER MILLER
DB 1896 PG 652
PIN #4732-05-5843
N/F KEITH A. TROUTMAN & WIFE SHERRY M.
DB 1237 PG 486
N/F MARCUS W WILLIAMS
DB 1964 PG 1729
PB 5 PG 91
N/F CHRISTOPHER R. CROUCH & WIFE JENNIFER I. CROUCH
DB 1464 PG 207
PB 5 PG 91
N/F JOHN W. WILLIAMS ET AL
DB 1559 PG 1795
N/F VIRGIL D. WHITENER & WIFE KIMBERLY W.
DB 715 PG 547
PIN #4732-06-3568
N/F VIRGIL D. WHITENER & WIFE KIMBERLY W.
DB 1090 PG 880
LOT 1 WILLIAMS FARM SUBDIVISION
PB 32 PG 113
PIN #4732-05-2390
LOT 2 WILLIAMS FARM SUBDIVISION
PB 32 PG 113
PIN #4732-06-2139
NCGS MONUMENT "WILLIAM"
NC GRID COORDS (NAD 83)
N:724,918.45
E:1,430,135.23
FND #4 REBAR
FND #4 REBAR W/CAP
FND 2" PIPE
FND 1" PIPE
FND STONE
FND #4 REBAR NEAR STUMP
AUTUMN BROOK DEV. LLC
PB 55 PG 132
AUTUMN BROOK DEV. LLC
PB 64 PG 41


LOCAL ROADWAY STANDARD
COMMON OPEN SPACE AREA= 6.78 ACRES
AUTUMN BROOK FUTURE DEVELOPMENT
FUTURE DEVELOPMENT 0.668 AC.
FUTURE DEVELOPMENT 1.368 AC.
FUTURE DEVELOPMENT 1.835 AC.
COMMON OPEN SPACE AREA= 0.74 ACRES
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
AUTUMN BROOK SUBDIVISION
FINAL PLAT PHASE 1 MAP 1
PIN NUMBER 4732-16-4068
STATESVILLE, OUTSIDE TOWNSHIP
IREDELL COUNTY, NORTH CAROLINA
SURVEYED AND MAPPED FOR CLIENT
AUTUMN BROOK, LLC
323 WALNUT STREET
STATESVILLE, NORTH CAROLINA 28677
R. Joe Harris & Associates, P.L.L.C.
Engineering & Land Surveying
RJH


COMMON OPEN SPACE
AUTUMN BROOK DEV. LLC
DB 2333 PG 30
PIN #4732-16-2130
PB 55 PG 132
10' SEPTIC EASEMENT ON THE NORTH SIDE OF RIGHT OF WAY
30' DRAINAGE EASEMENT CENTERED ON STREAM
30' DRAINAGE EASEMENT
BELL CHASE LANE
(50' PUBLIC R/W)
AUTUMN BROOK DEV. LLC
PB 55 PG 132
AUTUMN BROOK DEV. LLC
PB 64 PG 41
10' SEPTIC EASEMENT ON THE NORTH SIDE OF LOT LINE
10' SEPTIC EASEMENT ON THE SOUTH SIDE OF LOT LINE
S75°48'26"W
186.80'
157.76'
100.00'
N75°02'05"W 528.64' TOTAL
ROAD R/W RECORDED IN PB 55 PG 132)
70.88'
200.00'
229.32' TOTAL
123.79'
105.53'
S18°09'38"E
S65°45'21"E
231.26'
143.17'
71.80'
71.37'
28.63'
28.20'
60.30'
94.05'
90.85'
N75°02'05"W
TOTAL = 484.90'
S60°39'36"W
218.93'
S60°39'36"W
321.38'
TOTAL = 321.38'
306.77'
183.13'
159.96'
53.66'
FND STONE
Checked 10/18/17
37 Prep@crossing
70 of 7" SDR 13.5
Chemically Fused on 10/19
COMMON OPEN SPACE
SEPTIC EASEMENT LOT
FOR LOTS 51,52, 53 AND 55
AUTUMN BROOK DEV. LLC
DB 2333 PG 30
PIN #4732-15-2306
PB 55 PG 132
ROAD R/W RECORDED IN PB 55 PG 132
20' SDE
18" RCP
50.00'
54
53
30
31
32
33
34
35
36
37
38
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44
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46
59

Supply Line Permit

RECEIVED SEP 1 - 2017

Supply Lines

229842

IREDELL COUNTY HEALTH DEPARTMENT ENVIRONMENTAL HEALTH DIVISION

(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)

Paid $1200.00

1. APPLICATION FOR: ___Improvement Permit ___Authorization To Construct ___ Existing System Inspection

229842

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 #	Alternate Phone #
Autumn Brook Development	1542 Queens Rd West Charlotte, NC 28209	828-817-0962	

Owner Name	Mailing Address	Home Phone #	Alternate Phone #
Kevin Hoffman	1542 Queens Rd West Charlotte, NC 28209	828 817 0962	

4. Property Information:

Street Address	Subdivision Name	Section/Phase and Lot Number
112 Autumn Mist	Autumn Brook	2nd Phase #51 #54 #29

Driving Directions: Wallace Springs Rd Statesville NC

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 due to _____
( ) Other _____

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

Need to clarify lot #'s

6. Proposed Water Supply:

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

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

( ) Alternative ( ) Conventional ( ) Innovative (✓) Modified Conventional ( ) Other _____

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: _____ 8/31/17

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

IREDELL COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

DOCUMENTATION TO AUTHORIZE AN OWNER'S LEGAL REPRESENTATIVE

Applications for permits require the "signature of the owner or owner's legal representative" (15A NCAC 18A .1937). If the owner does not sign the application himself or herself, they can submit any one of the following documents to designate their legal representative:

Power of Attorney; Real Estate Contract; Estate executor; Bankruptcy trustee; Court ordered guardianship

In the absence of the above documentation, the property owner may provide the local health department with documentation that designates a legal representative. A property owner may:

Complete this form to document his or her legal representative, or provide his or her own form that contains the information in this form.

If there are multiple property owners, then all property owners must sign the form that designates a legal representative.

By signing a form that designates a legal representative for purposes of 15A NCAC 18A .1937, the property owner authorizes that representative to act on their behalf in matters pertaining to the application and permitting process, including signing or receiving any application, document or permit. The owner retains full responsibility to meet all permit conditions specified by the local health department.

I, Kevin Hoffman, am the legal owner(s) of the property located at Autumn Brook Subdivision, identified as PIN (Parcel Identification Number) _____, located in Iredell County, North Carolina.

I do hereby authorize **(print legal representative/company name)** Kevin Hoffman Autumn Brook Re _____, to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below.

- Application for Improvement Permit (IP) / Authorization to Construct (AC)
- Improvement Permit (IP) / Authorization to Construct (AC)
- Application for soil-site evaluation (new/repair)
- Application/permit for private drinking water well/well abandonment
- Application for Compliance Inspection

I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and the Iredell County Department of Public Health, Environmental Health Division.

Signature of Owner(s)	Date	Signature of Witness	Date
			8/31/17

Please return this signed form to the appropriate office:

Mooresville - Environmental Health
ronda.hart@co.iredell.nc.us
Fax: 704-662-3239
610 E. Center Avenue, Mooresville, NC 28115

Statesville - Environmental Health
adrienne.shea@co.iredell.nc.us
Fax: 704-871-3483
349 N. Center Street, Statesville, NC 28677

229823

IREDELL COUNTY HEALTH DEPARTMENT *ENVIRONMENTAL HEALTH DIVISION*:

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

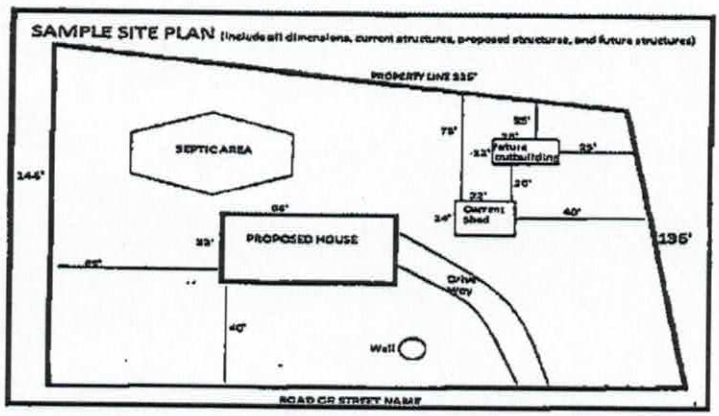
_____ Front and side setbacks from property line... **_____ Preferred driveway location and configuration, preferred well location...**

_____ 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**



USE THIS SPACE TO DRAW YOUR SITE PLAN

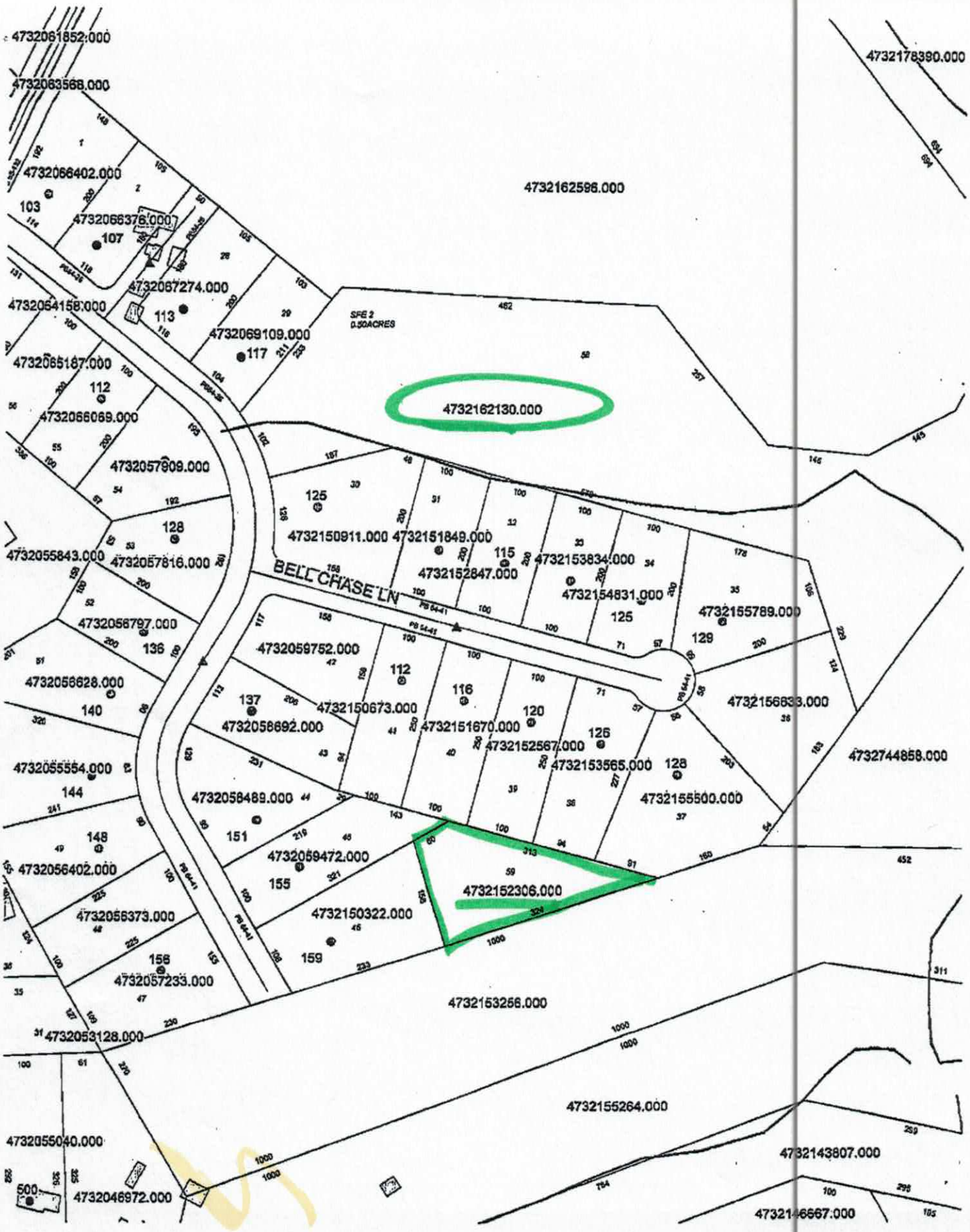
Sight Plan allached

Signature: _____

REQUIRED property owner or owner's legal representative signature.

8/31/17

DATE


4732061852.000
4732063568.000
4732066402.000
4732066376.000
4732067274.000
4732064158.000
4732065187.000
4732066069.000
4732057909.000
4732055843.000
4732057816.000
4732056797.000
4732056628.000
4732055554.000
4732056402.000
4732056373.000
4732057233.000
4732053128.000
4732055040.000
4732046972.000
4732069109.000
4732162598.000
4732178390.000
4732162130.000
4732150911.000
4732151849.000
4732153834.000
4732152847.000
4732154831.000
4732155789.000
4732059752.000
4732150673.000
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4732152567.000
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4732059472.000
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4732152306.000
4732155500.000
4732744858.000
4732153256.000
4732155264.000
4732143807.000
4732146667.000
BELL CHASE LN
SFE 2
0.50ACRES

County Copy

STATE OF NORTH CAROLINA
COUNTY OF IREDELL-STATESVILLE

MASTER CONTRACT FOR INSPECTION AND MAINTENANCE OF SEWAGE SYSTEMS FOR AUTUMN BROOK COMMUNITY

This Master Contract is entered into by and between Tri-County Wastewater Management, Inc., a North Carolina Corporation of Mecklenburg County, North Carolina (hereinafter "TCW") and Autumn Brook Community Association, Inc., a North Carolina non-profit corporation of Iredell County, North Carolina ("Autumn Brook"), acting for and on behalf of it's members ("The Owner(s)").

Preamble

Autumn Brook Community Association, Inc., a North Carolina non-profit corporation, was formed by the developer of Autumn Brook which is a residential sub-division. The Declaration of Covenants, Conditions and Restrictions-Autumn Brook, is recorded in the Register of Deeds of Iredell County, North Carolina.

Autumn Brook Community Association has the power to assess the membership of the Association for upkeep, inspections, maintenance, repair, and other activities for the good of the Association membership as well as to provide for common area maintenance, all of which responsibilities and duties are fully set forth in detail in the Declaration of Covenants, Conditions, and Restrictions-Autumn Brook and under the Bylaws of Autumn Brook Community Association, Inc.

Autumn Brook Community Association desires to provide for the inspection and maintenance of all sewage systems installed and to be maintained upon the individual lots owned by its membership. The obligation for maintenance, inspection, and repair of these septic systems is mandated by state and local laws, codes, regulations, and/or community bylaws. In order to fulfill the obligations of the individual owners of lots within Autumn Brook and to ensure fulfillment of all statutory and regulatory requirements in a uniform manner, Autumn Brook Community Association, Inc. acting by and through it's duly authorized officers and directors, desires to enter into this Master Contract with TCW Wastewater Management, Inc., which is a qualified licensed maintenance contractor, to inspect and to perform maintenance in order that the residential on-site wastewater systems of Autumn Brook's sub-division shall comply in all respects with applicable laws, codes, and regulations in a uniform and in identifiable means and methods.

Effective the date of this Master Contract, individual lot owners now and hereafter do;

1. Specifically adopt the terms of this Master Contract to provide for a qualified maintenance contractor to inspect and perform maintenance in order that their on-site waste systems in Autumn Brook sub-division complies in all respects with applicable laws, codes, and regulations too.

2. Specifically authorize Autumn Brook Community Association, Inc. to assess and to collect assessments for payment for inspections, maintenance, repair and other necessities related to the proper inspection, maintenance, and operation of the residential on-site waste systems of said individual owners within Autumn Brook sub-division.

Autumn Brook Community Association, Inc. shall have no liabilities nor responsibilities with respect to the duties of TCW Wastewater Management, Inc. or of the individual lot owners but acts solely as the Association of the membership by providing this Master Contract for the benefit of it's membership and to assess and to collect fees, expenses, and costs necessary for the inspection, maintenance, and repair anticipated to be performed by TCW under it's contracts with the individual lot owners who are members of the Association by reason of the Declaration of Covenants, Conditions, and Restrictions-Autumn Brook set forth above.

THE MASTER CONTRACT

Conditions of the Contract

A. TCW, in consideration of the payment by Autumn Brook, on behalf of it's membership, as set out in the schedule of services and charges in Attachment A, incorporated herein, agrees:

1) To provide the services set out in Attachment A according to the minimum schedule of inspections/services required by regulations for the lots or parcels set out in Attachment B.

2) To report results of the inspections to the local health department or other regulatory agency having jurisdiction as required by applicable laws or regulations.

3) If inspections indicate the need for system repairs:

   a) to notify the local health department and Autumn Brook Community Association within 48 hours if the system is “malfunctioning”.
   b) to give notice to the lot owners of needed repairs, and, if the necessary repairs are outside the scope of the routine maintenance described in Attachment A, then at the Owner's request, TCW will provide an estimate and will perform, given the homeowner approval, the necessary repairs at TCWs then prevailing charges for services and materials.

4) If TCWs services are terminated, TCW will notify the local health department within 48 hours, and notify any other regulatory agency requiring notice as required.

B. Autumn Brook, in consideration of the services performed for its' property owners and The Declarant agree:

1) To assess it's membership, collect the fees and expenses according to this Master Contract and pay TCW for its services according to the schedule of charges set out in Attachment A.

2) Within 30 days of receipt of notice of repairs under A (3) above, the Owner(s) must request TCW to complete the needed repairs or provide proof to Autumn Brook that repairs have been performed by a licensed or qualified entity and the system is functioning properly and was inspected by TCW at the time of repair.

3) To notify TCW promptly of any emergency or malfunction which may violate environmental, health, or other laws and regulations, and to authorize immediate repair as necessary to restore the system to proper function and operation.

4) To provide and to maintain at all times, such access to the systems as is reasonably necessary for TCW to comply with its obligations under this Agreement, and as provided for in the Declaration.

C. **Terms of the Agreement**

1) This Agreement shall be effective for one year from **April 1, 2016**, and will be automatically renewed from year-to-year, unless written notice of termination and non-renewal is given to the other party not less than 60 days prior to the end of the then current annual contract year.

2) The real property to be serviced under this Contract is listed on Attachment B.

3) This Agreement automatically terminates if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for making an appeal has passed.

4) The parties may terminate at the end of the then current term with less than 60 days written notice only by consent of both parties or by not less than 60 days written notice to the other party prior to the end of the then current annual contract year. Not less than 30 days written notice to the local health department or other regulatory agency having jurisdiction will be given by TCW in the event of such termination.

5) This Agreement may be terminated for cause for breach which remains un-remedied after 30 days written notice to the defaulting party.

D. **Limited Warranty**

TCW'S SOLE DUTIES AND RESPONSIBILITIES UNDER THIS AGREEMENT IS TO PROVIDE INSPECTION AND ROUTINE MAINTENANCE ONLY AS SPECIFIED IN THIS AGREEMENT. INSPECTIONS WILL COMPLY WITH APPLICABLE CODES, LAWS, AND REGULATIONS IN FORCE AT THE TIME OF THE INSPECTION AND REPORT. WORK AND MATERIALS USED IN REPAIRS ARE WARRANTED ONLY TO BE OF GOOD WORKMANSHIP, FREE OF DEFECTS, AND CONFORM TO THE SYSTEMS SPECIFICATIONS AND EQUAL TO THE ORIGINAL PARTS AND EQUIPMENT. THE OWNER'S SOLE REMEDY UNDER THIS EXPRESS WARRANTY IS REPAIR OR REPLACEMENT AND CONSEQUENTIAL DAMAGE OR DAMAGES

FOR DELAY ARE LIMITED TO TOTAL SUMS PAID TCW UNDER THISAGREEMENT FOR THE PARTICULAR LOT OR PARCEL FOR THE THEN CURRENT YEAR. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY AND SPECIFICALLY EXCLUDED. REPAIRS, REPLACEMENTS, ADDITIONS AND CHANGES BY OTHERS TO THE SYSTEMS COVERED BY THIS AGREEMENT WITHOUT PRIOR NOTICE TO TCW OR ACCEPTANCE OF THE WORK BY TCW DURING THE TERM OF THIS AGREEMENT VOIDS ANY WARRANTY GRANTED HEREIN AS TO TCW.

E. **Miscellaneous**

1) Transfer of rights, responsibilities, and duties under this Agreement by either party shall be valid only on written notice.

2) TCW may perform its duties and responsibilities by subcontract but TCW will remain directly liable and responsible to the Owners under the terms of this Agreement.

3) Waiver of default or a breach of the Agreement by any party shall not operate nor be construed as a waiver of further or subsequent defaults or breach of this Agreement. Failure to take action in any default or breach does not bear action on such default at any time subsequent to such breach or default.

4) This Agreement constitutes the entire agreement of the parties, incorporating, and superseding all prior representations and negotiations and may not be changed or amended except in writing signed by the parties. The Agreement shall be interpreted under North Carolina law. Any part of the Agreement declared void, illegal, or unenforceable will not affect other provisions of the Agreement.

5) Disputes arising under this Agreement shall be determined by any method of Alternative Dispute Resolution the parties choose, including but not limited to, mediation or arbitration, under the Uniform Arbitration Act of North Carolina or its equivalent, or such means or methods as the parties agree to in writing.

6) Notices are deemed delivered if delivered in person; by certified or registered mail; by courier; or delivery service, if properly receipted, charges and postage prepaid, as follows:

Autumn Brook Community Association, Inc.
1542 Queens Road West
Charlotte, NC 28207

TCW Wastewater Management, Inc.
P.O. Box 187
Wingate, NC 28174

Iredell County Environmental Health Department-Statesville
318 Turnersbury Hwy.
Statesville, NC 28678

Each party has executed this Agreement with full power, authority, and legal right to enter into; to bind itself to the rights, duties and responsibilities under this Agreement, which is binding on the parties, their successors and assigns, heirs and personal representatives, on the date first above written.

Autumn Brook Community Association, Inc.

By: _____
Print: RAY A. KILLIAN JR.
Title: DIRECTOR

SEAL -STAMP

TERRI S CARBON
NOTARY
PUBLIC
IREDELL COUNTY, NC

NORTH CAROLINA, IREDELL COUNTY

I, a Notary Public for the County and State aforesaid, certify RAY A. KILLIAN, JR., personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2ND day of MAY, 2016.

My commission expires: 6/28/2016

Terri S. Carbon
Notary Public

TCW Wastewater Management, Inc.

By: _____
Print: TIM BANNISTER
Title: President

SEAL -STAMP

MILDRED AUTREY ATKINSON
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires Sep. 21, 2019

NORTH CAROLINA, Union COUNTY

I, a Notary Public for the County and State aforesaid, certify Tim Bannister, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5 day of MAY, 2016

My commission expires: 9/21/2019

Mildred Autrey Atkinson
Notary Public

ATTACHMENT A

TRI-COUNTY WASTEWATER
FOR
AUTUMN BROOK

CUSTOMIZED SEPTIC SYSTEM MAINTENANCE & INSPECTION PLAN

LEVEL OF SERVICE: *TIER II FULL SERVICE*
Date: April 1, 2016
COST: *INITIAL CONTRACT YEAR - $350.00*
RENEWAL YEAR - $230.00

PERFORMANCE DUTIES:

- Inspections and services that exceed state requirements, i.e., inspections of all systems using an itemized check list, monitoring of all "septic tanks" to insure proper operation, and make adjustments of imbalances to systems through the distribution devices.
- Inspections performed bi-annually during renewal years; a minimum of three inspections the initial year.
- Inspection report copies are sent to the Health Department (if required) and homeowner bi-annually.
- All malfunctioning systems will be reported to the Community Association.
- Emergency service calls at "regular hours" rates. No additional upcharges.
- 24/7 availability in case of emergencies.
- Community discounts on labor and parts.
- Consulting for home improvements that may affect the septic system.
- The addition of a bacterial product into the individual septic tank as needed to maintain the proper level of culture.
- Notification to homeowner of time to pump the septic tank of solid waste.

ABHGM

Attachment B

AUTUMN BROOK

LOT #	LOT #
1	30
2	31
3	32
4	33
5	34
6	35
7	36
8	37
9	38
10	39
11	40
12	41
13	42
14	43
15	44
16	45
17	46
18	47
19	48
20	49
21	50
22	51
23	52
24	53
25	54
26	55
27	56
28	57
29	

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 _____ ("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 _____ day of _____, _____.

_____(SEAL)
Signature

_____
Owners Printed Name

_____(SEAL)
Signature

_____
Owners Printed Name

License Year

2017

License No.

3051

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Bell Construction Co., Inc.
Statesville, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Building; Highway; PU(Water Lines & Sewer Lines)

until

December 31, 2017

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2017

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS
MAY 20, 1775
APRIL 12, 1776
NORTH CAROLINA

Chairman

C. Frank Wiesner
Secretary-Treasurer

Dowell & Company

Engineering • Planning • Surveying

November 15, 2017

Mr. Heath Snow
Iredell County Enviromental
P. O. Box 788
Statesville, NC 28677

RE: Autumn Brook
Dowell & Company's No. 14-1017

Dear Mr. Snow,

This letter is to certify that the above referenced project (Lots 31 to 41 on Bell Chase Lane) has been completed in accordance with approved plans and specifications (per ASTM-D2774). This does not release the Contractor (Bell Construction) from any obligations he may have to the Owner, Town of Troutman, Iredell County or any other agency.

Sincerely,

Dowell & Company, PC

Douglas L. Dowell, Jr. PE
President

NORTH CAROLINA PROFESSIONAL SEAL 16292 ENGINEER DOUGLAS L. DOWELL, JR.

P.O. BOX 3504 • 344 ROLLING HILLS ROAD SUITE 103 • MOORESVILLE, NC 28117
704-660-9697 • FAX 704-664-5177 • EMAIL LELAND7896@AOL.COM