Moore's Environmental

J.C. Moore - Certified Operator #985357

Maintenance Report Form

Permit Number	System Classification	Date of Inspection
177073	Type IV-A	13-Nov-2013

Subdivision	County
Hawks Landing - Lot 2	Iredell

Name and Location of System

114 Hawks Landing Dr
Troutman, NC 28166 16108

Phone _____

Name and Location of Owner

KCG Builder
Michael Gandy
~~17108~~ N Pointe Rd
Huntersville, NC 28078
Phone (704) 506-5148

Operator Responsible for Care

J.C. Moore
1227 Troutman Dr.
Statesville, NC 28625
Phone (704) 873-2171

SEPTIC TANK AND PUMP TANK

Risers accessible?	[S] Satisfactory
Signs of infiltration?	[S] Satisfactory
Structurally sound?	[S] Satisfactory
Landscape position?	[S] Satisfactory
Filter cleaned?	[S] Satisfactory

DRAIN FIELD

No effluent surfacing?	[S] Satisfactory
Surface water diverted?	[S] Satisfactory
Line cover maintainted properly?	[S] Satisfactory
Protected from traffic?	[S] Satisfactory
Distribution devices operating properly?	[S] Satisfactory
Repair area reserved?	[S] Satisfactory

LOW PRESSURE PIPE SYSTEM

Turnups, cleanouts, valves located and protected?	[S] Satisfactory
Laterals free of excess solids?	[S] Satisfactory
Laterals flushed?	Yes

PUMP

Pump present and operating?	[S] Satisfactory
Design GPM	44
Actual GPM	44
Efficiency	100 %
High water alarm operating properly?	[S] Satisfactory
Pipework in good condition?	[M] Marginal
Control panel in good condition?	[S] Satisfactory
Control floats operating properly?	[S] Satisfactory
Straps / float tree in good condition?	[M] Marginal
Effluent free and clear of solids?	[S] Satisfactory

SOLIDS ACCUMULATION

Approximate Quantity of Solid Waste in Septic Tank

INLET Scum: ~ 0 in. Sludge: ~ 0 in.

OUTLET Scum: ~ 0 in. Sludge: ~ 0 in.

Approximate Percentage of Solids to Liquid Waste in Tank:

~ 0 %

PRESSURE HEADS

	DESIGN HEAD	ADJUSTED HEAD
Line 1	2 "	2 "
Line 2	2 "	2 "
Line 3	2 "	2 "
Line 4	2 "	2 "
	"	"
	"	"
	"	"
	"	"
	"	"
	"	"
	"	"

COMMENTS

The pump is hanging suspended on the end of the delivery pipe, and is not resting on any support. This could cause the delivery pipe or seals to break in the future. The pump should be stabilized to the tank floor.

The control floats are mounted on a float tree with no sleeve. There is no current way to lift the tree out due to the concrete mount. Recommend installing a 2.5" sleeve to attach the floats to.

As of this inspection, the above system is **COMPLIANT** with current standards.

Signature: J. C. Moore

J.C. Moore
Maintenance Contract

State of North Carolina

County of Iredell Permit Number 177073

THIS AGREEMENT is made and entered into this the 23rd day of May, 2013, by and between KGG ~~Investments~~ LLC (hereinafter the "Owner") and J.C. Moore Builders (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 114 Hawks Landing Dr. Troutman N.C. 28166

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 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-A 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 mainteriance 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.

To the Local Health Department

Iredell Co Health Dept
610 East Center Ave
Mooresville, N.C. 28115

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

9 Place of Agreement

This Agreement and any questions concerning its validity, construction of and performance sh be governed by the laws of the State of North Carolina, notwithstanding the place of execution 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 betwee 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 a 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 other provisions of this Agreement shall as so amended, modified, supplemented or otherwis affected by such action, remain in full force and effect.

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

(OWNER) Thomas M Dunlap

(CONTRACTOR) L. C. Moore

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: Nate Gantt/ K66 Builders LLC
145 Waterview Dr.
Mooresville, N.C. 28117

To the Contractor: J.C. Moore
1227 Trantman Dr.
Statesville, N.C. 28625

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