BLDR-2024-57244

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 x3456 Mooresville Office (704) 660-3625

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

PERMIT # OSWP 2025-69006

PIN # 4762 - 41 - 5611

APPLICANT/OWNER: Adams Homes

APPLICANT ADDRESS: 100 W Garden St, Pensacola FL 32502

SITE ADDRESS: 119 Kerr Walk Dr, Statesville, NC 28677

PHONE: 704-621-4664

ALT. PHONE:

SITE DIRECTIONS: Bethesda -> Jordan Lake -> L Northlake -> R Kerr Walk -> lot on R

SAP CONTROLLED: ☐ YES ☑ NO

SUBDIVISION: Northlake SECTION: 3 LOT # 36 LOT AREA: 0.54 DESIGN FLOW: 480 gpd

L.T.A.R.(Initial): 0.3 L.T.A.R (Repair): existing

Septic Tank existing (gal) STB Infiltrator Date

Pump Tank Existing (gal) PT Infiltrator Date

Pump Make Model Serial #

Nitrification Fields 1 # Lines 3 + existing Linear Ft: 18'

Trench Width 24 *Max. Trench Depth(Initial) 36 *Max. Trench Depth(Repair) existing Gravel Depth n/a

* Measured on the downhill side of the trench

Effluent Standard: ☑ DSE ☐ HSE ☐ TS-I ☐ TS-II ☐ RCW ☐ NSF/ANSI 40

☑ New System ☐ Repair ☐ Expansion System Type: I II III IV V VI

System Description: Relocate 4 panels - LPPVPBS - IVa

Repair System Description: LPVPPBPS - IVa

Maintenance Agreement Required: ☑ YES ☐ NO

☐ GRAVITY ☑ PRESSURE

Usable Depth to LC (Initial): 48

☑ Residence No. Bedrooms 4

☐ Business No. Persons 8

☐ Other No. Employees

☐ Slab ☑ Crawl Space

☐ Basement w/plumbing ☐ Basement w/o plumbing

Usable Depth to LC (Repair): existing *Limiting Condition*

Water Supply

☐ Private ☑ Public ☐ Community

Comments / Conditions: Relocate 2 panels from end of line 2 & 3 to meet 10' setback to PL

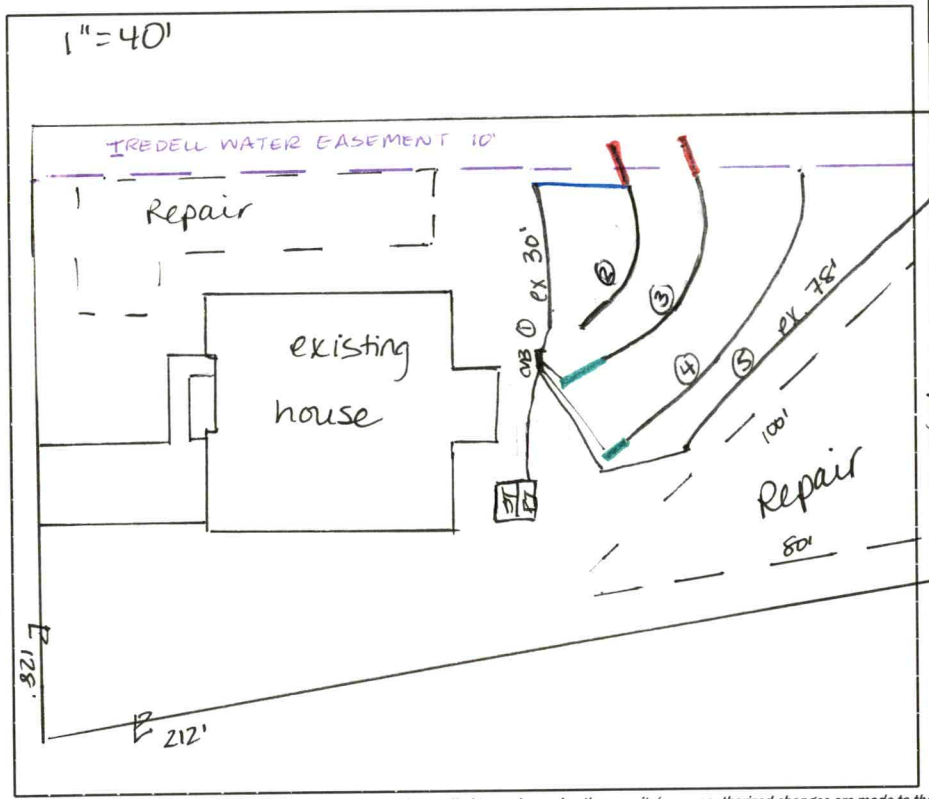
Serial line 1 & 2 together as shown

Add 3 panels to opposite end of line 3 and 1 panel to opposite end of line 4

* please note, house shifted, repair area impacted see original permit

AS BUILT SKETCH

INITIAL SITE SKETCH



FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inspector to confirm your time.

▬ : panels to be relocated (2 panels each line)

▬ : new panel location, (3) added to line ③, (1) added to line ④

— : new serial plumbing

② = currently 42', will be 36' final

③ = currently 52', will be 64' final

④ = currently 77', will be 82' final

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.* ☑ **IMPROVEMENT PERMIT** ***with site plan*** *valid for 60 mos.* ☑ **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

Owner / Applicant Signature: Online Signature Date:

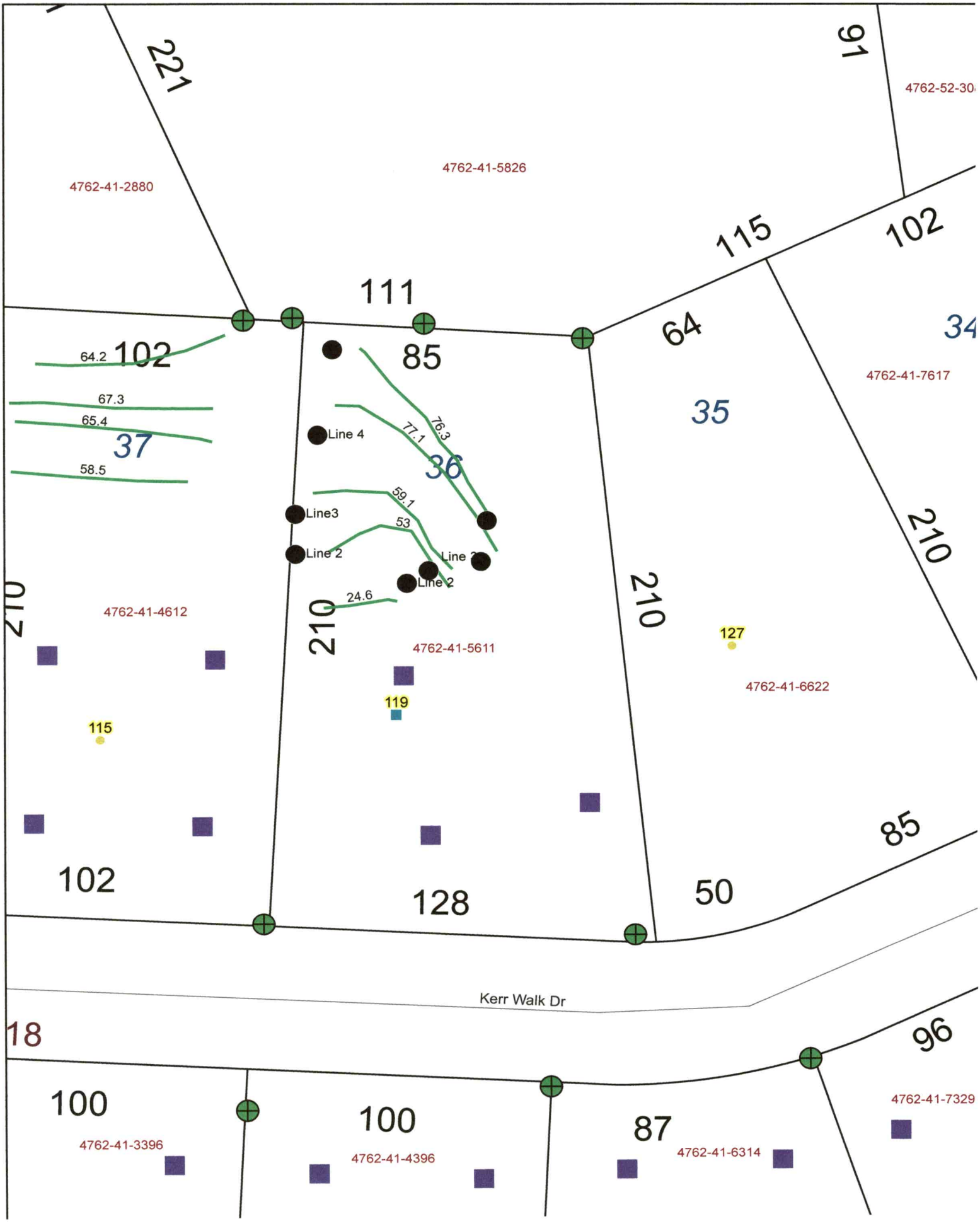
IMPROVEMENT PERMIT by: D. Wieberg Date: 1/29/25

AUTHORIZATION TO CONSTRUCT by: Date: 1/29/25

Installed by: Patriot Septic

OPERATION PERMIT by: D. Wieberg Date: 11/30/25

Existing System Inspected by: Date:


221
91
4762-52-30
4762-41-5826
4762-41-2880
115
102
111
64
34
85
102
64.2
67.3
65.4
37
58.5
Line 4
77.1
76.3
36
35
4762-41-7617
59.1
53
Line3
Line 2
Line 2
Line 2
24.6
210
210
210
210
4762-41-4612
4762-41-5611
127
4762-41-6622
119
115
85
102
128
50
Kerr Walk Dr
18
96
100
100
87
4762-41-7329
4762-41-3396
4762-41-4396
4762-41-6314

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625

BLDR-2024-57244

PERMIT # **AP** 2022-8857

PIN # 4762 -- 41 -- 8791

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

APPLICANT/OWNER: Arrow Development APPLICANT ADDRESS: 1519 Mecklenburg Hwy

SITE ADDRESS: 119 Kerr Walk Dr, Statesville 28677 PHONE: 919-374-0421 ALT. PHONE –

SITE DIRECTIONS: Hwy 70 - Bethesda - Jordan Lake - Kerr Walk SAP CONTROLLED: ☐ YES ☒ NO

SUBDIVISION: Northlake SECTION: – LOT # 36 LOT AREA: 0.54 acres. DESIGN FLOW: 480 gpd L.T.A.R.: 0.3

Septic Tank 1000 (gal)	STB INFILTRATOR Date –	☒ New System ☐ Repair ☐ Expansion System Type: I II III IV V VI	☒ Residence	No. Bedrooms 4	Water Supply
Pump Tank 1000 (gal)	PT INFILTRATOR Date –	System Description: LP PPBPS	☐ Business	No. Persons 8	☐ Private
Pump Make	Model	Serial #	Repair System Description: LP PPBPS	☐ Other	No. Employees	☒ Public
# Nitrification Fields 1	# Lines 5	Linear Ft 268'	Maintenance Agreement Required: ☒ YES ☐ NO	☒ Slab	☐ Crawl Space	☐ Community
Trench Width 24 in	Trench Bottom Depth ~~(Low side)~~ 36" max	Gravel Depth –	☐ GRAVITY ☒ PRESSURE	☐ Basement w/ plumbing	☐ Basement w/o plumbing

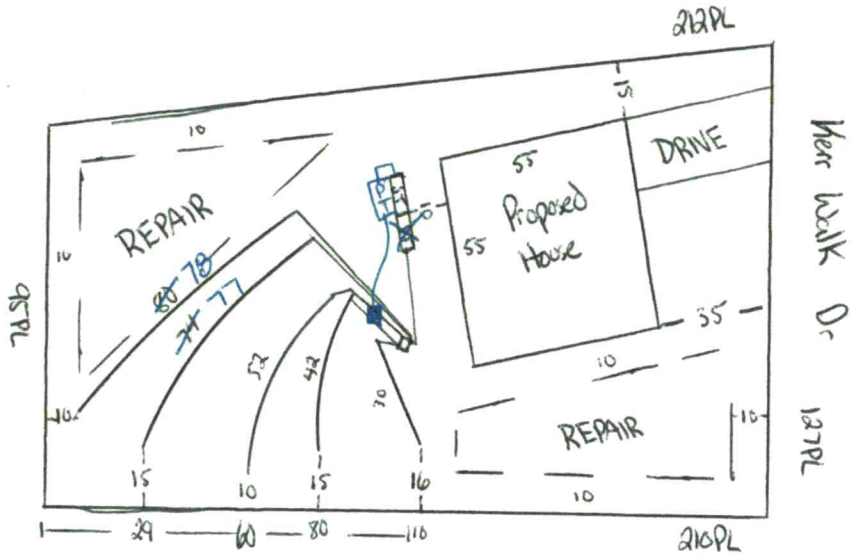
Comments / Conditions: Install on contour with the land. Do not grade, park, or drive on septic area.

Must install 4 bedroom septic system

INITIAL SITE SKETCH

Lot must be recorded

1=50



AS BUILT SKETCH

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inspector to confirm your time.

64 panels

Dose = 230.4
Flow = 26.24
Time = 8.78
Drawdown = 10.9 in
2 Ft head
2 in supply

LINES & TANKS SW 12/20/2024

Electrical Alarm 1/7/24 SW

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.* ☒ **IMPROVEMENT PERMIT** *with site plan valid for 60 mos.* ☒ **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

Owner / Applicant Signature: Online Signature Date: Installed by: PATRIOT

IMPROVEMENT PERMIT by: Cory Wil Date: 12/30/22 OPERATION PERMIT by: D. Wiebers Date: 1/8/25

AUTHORIZATION TO CONSTRUCT by: Cory Wil Date: 7/10/24 Existing System Inspected by: Date:

FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed.

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # AP 2022-8857

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

PIN # 4762 -- 41 -- 8791

APPLICANT/OWNER: Arrow Development APPLICANT ADDRESS: 1519 Mecklenburg Hwy

SITE ADDRESS: 119 Kerr Walk Dr, Statesville 28677 PHONE: 919-374-0421 ALT. PHONE –

SITE DIRECTIONS: Hwy 70 - Bethesda - Jordan lake - Kerr Walk SAP CONTROLLED: ☐ YES ☒ NO

SUBDIVISION: NorthLake SECTION: – LOT # 36 LOT AREA: 0.54 acres. DESIGN FLOW: 480 gpd L.T.A.R.: 0.3

Septic Tank	1000	(gal)	STB INFILTRATOR	Date	–	☒ New System	☐ Repair	☐ Expansion	System Type: I II III IV V VI	☒ Residence	No. Bedrooms 4	Water Supply
Pump Tank	1000	(gal)	PT INFILTRATOR	Date	–	System Description: LP PPBPS				☐ Business	No. Persons 8	☐ Private
Pump Make		Model		Serial #		Repair System Description: LP PPBPS				☐ Other	No. Employees	☒ Public
# Nitrification Fields	1	# Lines	5	Linear Ft	268'	Maintenance Agreement Required:	☒ YES	☐ NO		☒ Slab	☐ Crawl Space	☐ Community
Trench Width	24 in	Trench Bottom Depth ~~(Low side)~~	36" max	Gravel Depth	–		GRAVITY	☒ PRESSURE		☐ Basement w/plumbing		☐ Basement w/o plumbing

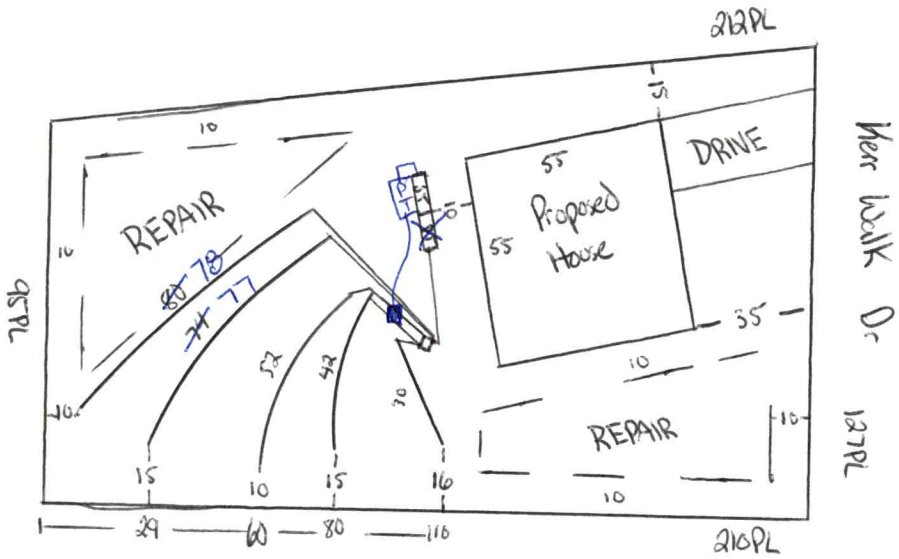
Comments / Conditions: Install on contour with the land. Do not grade, park, or drive on septic area.

Must install 4 bedroom septic system

INITIAL SITE SKETCH

Lot must be recorded

1=50



AS BUILT SKETCH

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64 panels

Dose = 230.4
Flow = 26.24
Time = 8.78
Drawdown = 10.9 in
2 Pt head
2 in supply

LINES & TANKS SW 12/20/2024

Electrical Alarm 1/7/24 HW

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Owner / Applicant Signature: Online Signature Date: Installed by: PATRIOT

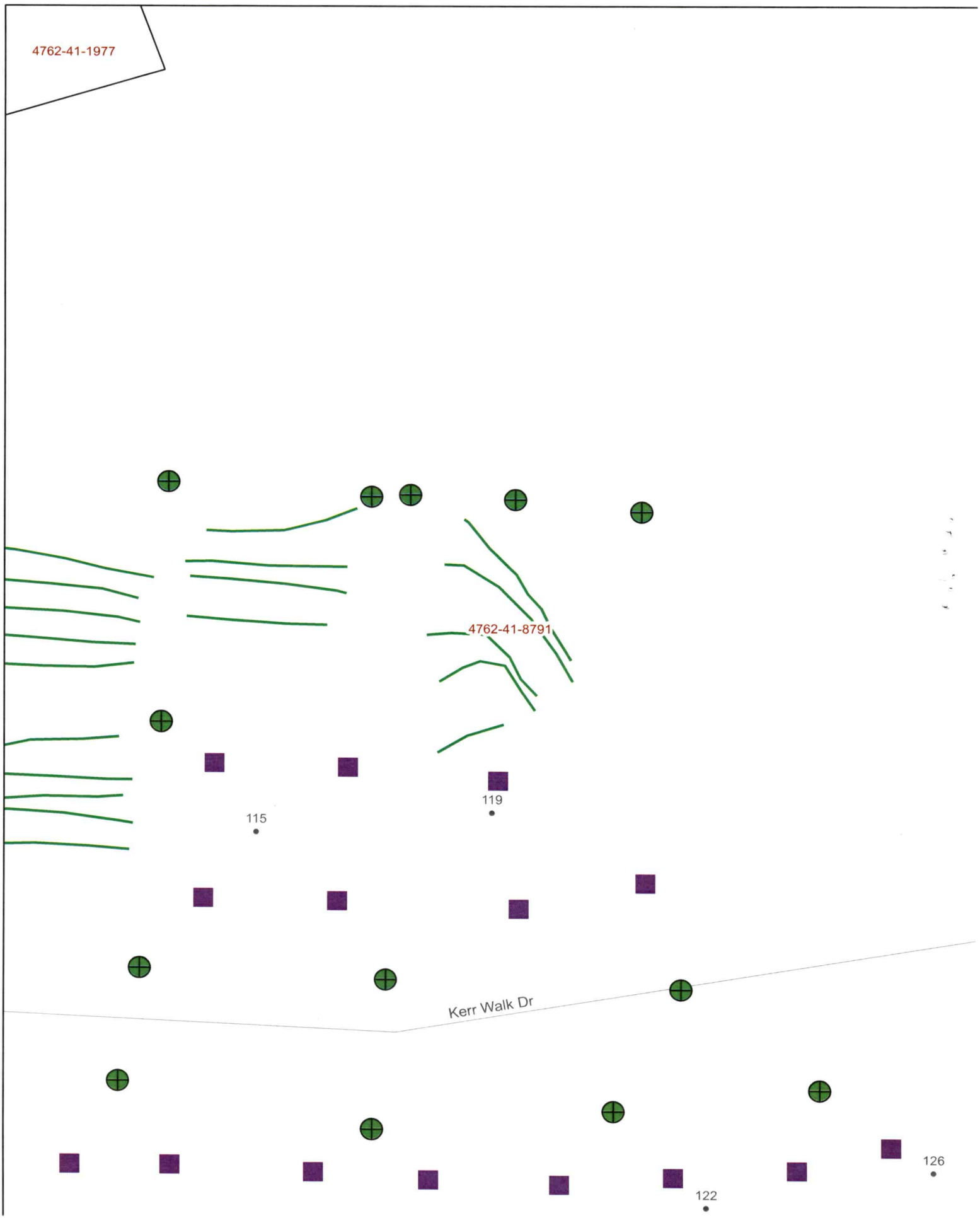
IMPROVEMENT PERMIT by: Cory Wil Date: 12/30/22 OPERATION PERMIT by: Date:

AUTHORIZATION TO CONSTRUCT by: Cory Wil Date: 7/10/24 Existing System Inspected by: Date:

FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed.

Item	Date	Initials
Drain Lines Checked		
Tanks Checked		
Pressure Manifold or Valve Box Checked		
Pressure Head Set		
Electrical Checked		
Floats Set		
Alarm Checked		
Maintenance Contract Needed? Y / N		
Comments:		

Repairs Only	
	State Code
Failing System Code	
Type of Distribution	G or P
Type of Failure/Malfunction	
Primary Cause of Failure/Malfunction	
Age of System? _____	
Initial or Repair? _____	


4762-41-1977
4762-41-8791
115
119
Kerr Walk Dr
122
126

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH, ENVIRONMENTAL HEALTH SECTION
ON-SITE WATER PROTECTION BRANCH

Sheet ____ *of* ____
PROPERTY ID #: _____
COUNTY: _____

SOIL/SITE EVALUATION
***for* ON-SITE WASTEWATER SYSTEM** Lot 36
(Complete all fields in full)

OWNER: _____ APPLICATION DATE _____
ADDRESS: _____ DATE EVALUATED: 11/25/2022
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: _____
LOCATION OF SITE: _____ PROPERTY RECORDED: _____
WATER SUPPLY: Private Public Well Spring Other _____
EVALUATION METHOD: Auger Boring Pit Cut TYPE OF WASTEWATER: Sewage Industrial Process Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	Shoulder	0-21	C SBK	SS SP SEXP FR		same Litho @ bottom → 48			0.3 PS
		21-48	CL SBK	SS SP SEXP FR					
2	Shoulder 0/1	0-21	C SBK	SS SP FR SEN	2.5YR 4/6	53 Litho @ bottom			PS .30
		21-53	CL SBK	SS SP FR					
3	Shoulder 5/1	0-6	SC CL ABK	SS SP FR SEN					PS .30 Bedrock @ 72"
		6-20	C SBK	SS SP FR					
		20-48	CL SBK	SS SP FR					
4	Shoulder	0-7	Disturbed		10YR 6/6 Litho ↓				PS .30
		7-20	C SBK	SS SP FR SEN					
		20-48	CC SBK	SS SP FR SEN					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)		
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____
EVALUATED BY: _____
OTHER(S) PRESENT: _____

COMMENTS: 0-24 C ABK SS SP FR SE .3
24-48 CL SBK SS SP FR SE PS

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR*	LPP .1957 LTAR*	MINERALOGY/ CONSISTENCE	STRUCTURE
CC (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	SEXP (Slightly Expansive)	G (Single Grain)
CV (Convex Slope)		LS (Loamy Sand)			EXP (Expansive)	M (Massive)
D (Drainage Way)						CR (Crumb)
DS (Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
FP (Flood Plain)		L (Loam)				SBK (Subangular Blocky)
FS (Foot Slope)						ABK (Angular Blocky)
H (Head Slope)	III	Si (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
L (Linear Slope)		SiCL (Silty Clay Loam)				PR (Prismatic)
N (Nose Slope)		CL (Clay Loam)				
R (Ridge)		SCL (Sandy Clay Loam)			**MOIST**	**WET**
S (Shoulder Slope)		SiL (Silt Loam)				
T (Terrace)					VFR (Very Friable)	NS (Non-sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FR (Friable)	SS (Slightly Sticky)
		SiC (Silty Clay)			FI (Firm)	S (Sticky)
		C (Clay)			VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
		O (Organic)	None	None	EFI (Extremely Firm)	NP (Non-plastic)
						SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

*Adjust LTAR due to depth, consistence, structure, soil wetness, landscape, position, wastewater flow and quality.

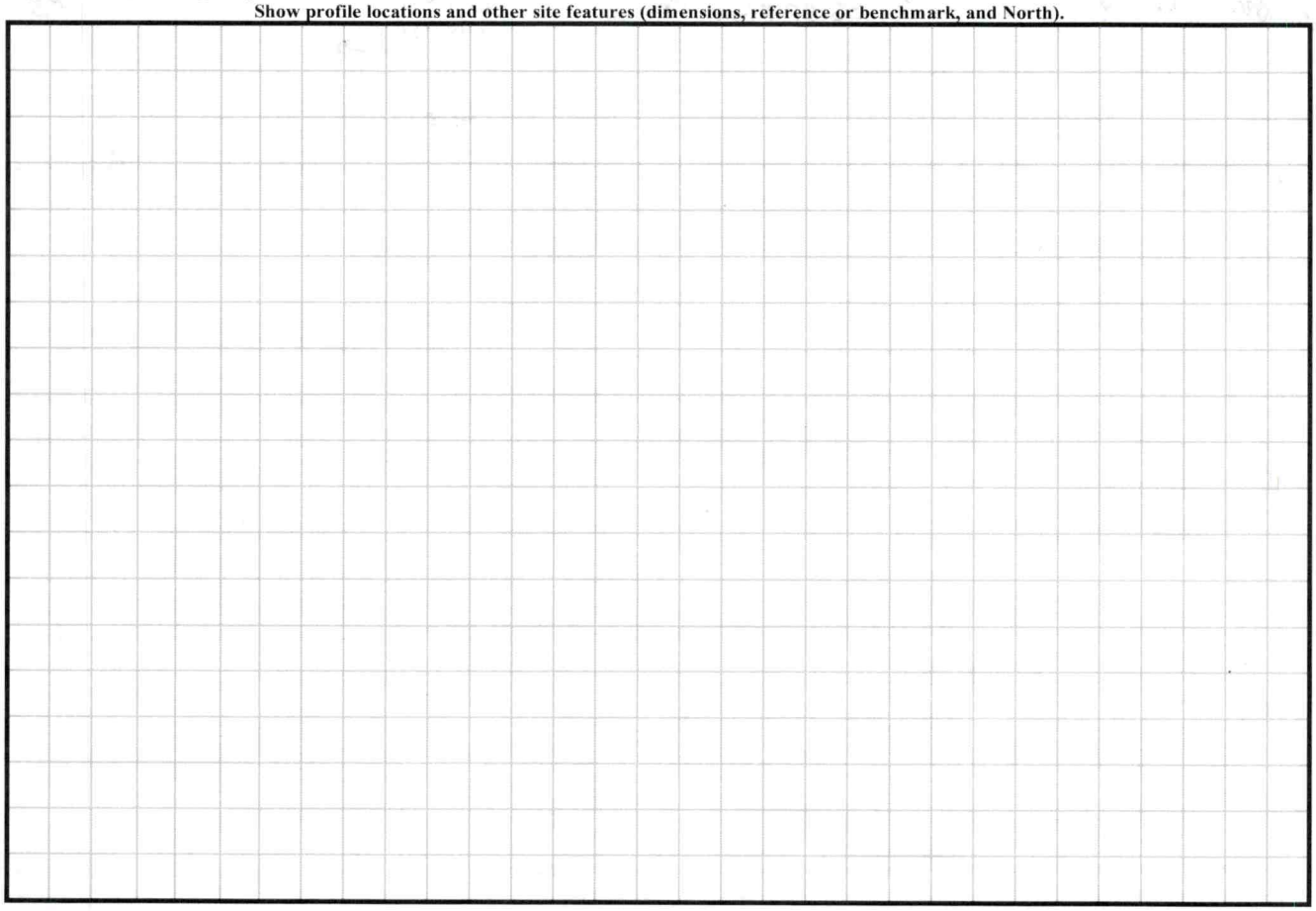
NOTES

HORIZON DEPTH	In inches below natural soil surface
DEPTH OF FILL	In inches from land surface
RESTRICTIVE HORIZON	Thickness and depth from land surface
SAPROLITE	S(suitable) or U(unsuitable)
SOIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
CLASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

Evaluation of saprolite shall be by pits.

Long-term Acceptance Rate (LTAR): gal/day/ft^2

Show profile locations and other site features (dimensions, reference or benchmark, and North).



PERMIT SNAPSHOT REPORT OSWP-2022-8857 FOR IREDELL COUNTY

Permit Type Environmental Health OSWP
Work Class: EH Septic Improvement Permit
Status: In Progress
Valuation: $0.00
Description:

Project:
District: Iredell County
Square Feet: 0.00
Assigned To: Whicker, Cory

App Date: 11/08/2022
Exp Date: NOT AVAILABLE
Completed: NOT COMPLETED
Approval Expire Date:

Parcel: 4762418791.000 Main

Address: 119 Kerr Walk Dr Main
Statesville, NC 28677

Zone: RA(Residential Agricultural District)

Property Owner	Applicant/Authorized Agent
ARROW DEV LLC	ARROW DEVELOPMENT LLC
1518 MECKLENBRG HWY #512	1519 Mecklenburg Hwy #512
MT MOURNE, NC 28123	1518 Mecklenburg Hwy #512
Business: (817) 818-4000	Mt Mourne, NC 28123
	Business: (919) 374-0121

Permit Custom Fields

How is your site plan being submitted	Survey Plat	Does the site contain any jurisdictional wetlands	No	Non-domestic Sewage Generated	No
Other Public Agency	No	All proposed structure dimensions	55x55	What are the proposed structures	New Single Family Residence
If other Addition/Structure, please explain		Maximum Number of Bedrooms	4	Number of Occupants	8
Foundation Type	Crawl Space Foundation	Water Supply	Other Public Water	Desired Septic System Type	Conventional (most common)
If other septic system type, please explain	Cheapest septic option, okay with 3 bed if required to achieve conventional system.	Has this project been approved by TRC	No	Lot Acreage	0.54
Front Setback	35	Back Setback	35	Left Setback	15
Right Setback	15	Is the structure or development in the floodplain	No	Is the property in a local historic district?	No
Is the property located downtown?	No	Additional Unique Setbacks Apply	No	Watershed	NOT IN A WATERSHED

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_M_Black_11/8/2022.jpg	11/08/2022 10:25	,		Uploaded via CSS
036_v1.pdf	11/09/2022 8:26	Nebel, Barbara	Available Online	Site Plan
Autorization_v1.pdf	11/09/2022 8:26	Nebel, Barbara	Available Online	Authorize to Act as Agent

Inspection Number	Status	Inspection Type	Request Date	Scheduled Start Date	Scheduled End Date	Actual Start Date	Actual End Date
2022-36027	Passed - Permit	OSWP Septic/Well Preliminary Site Visit	11/14/2022			11/14/2022 8:11	11/14/2022 8:11

Inspectors: Kobuck, Teanna (Primary)

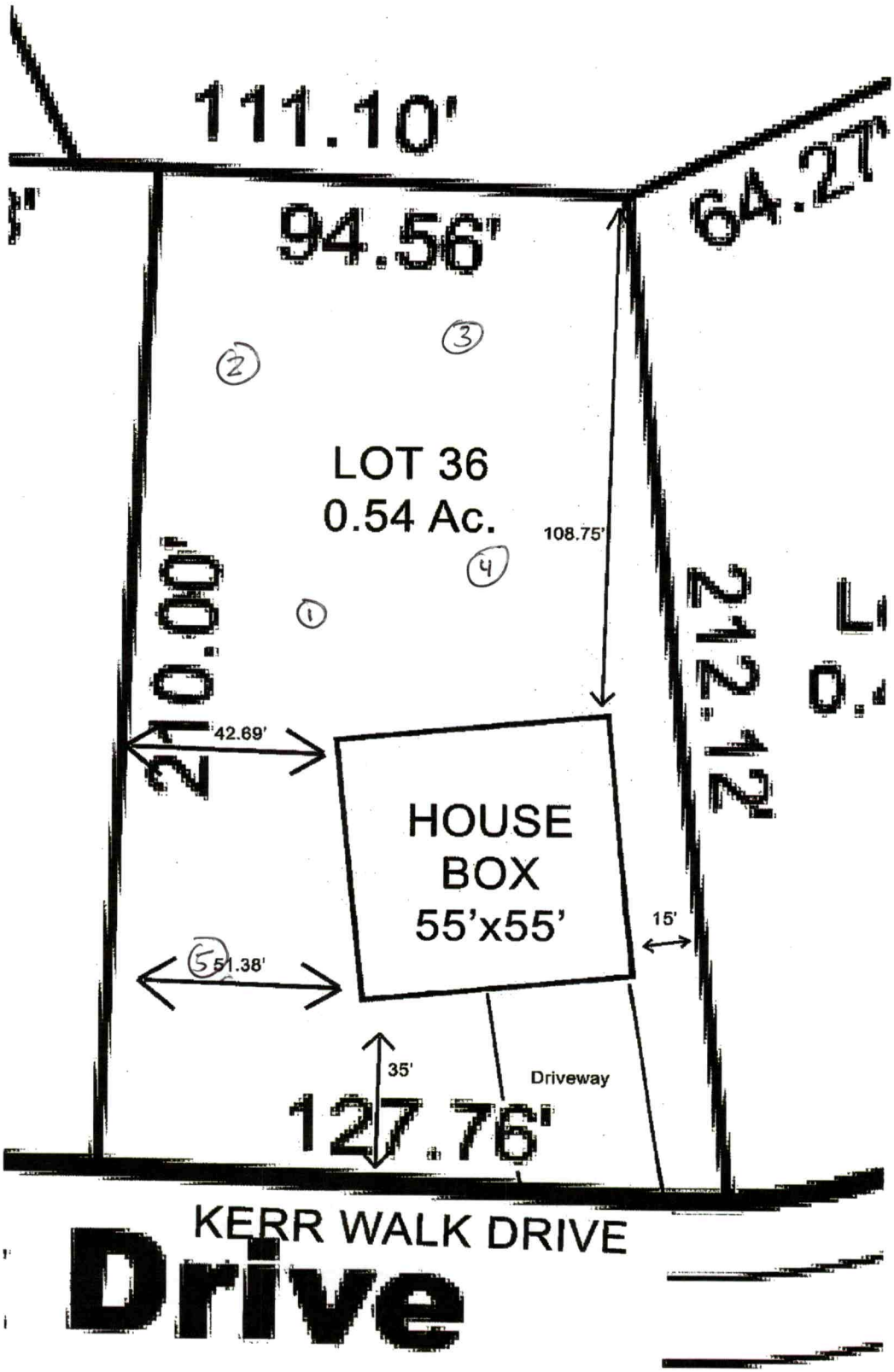
Checklist Item	Description	Passed	Comments
General Comments	Checklist item used to track general comments, not specific to any other checklist item	No	

Invoice No.	Fee		Fee Amount	Amount Paid
INV-00004941	New Gravity System		$500.00	$500.00
		Total for Invoice INV-00004941	$500.00	$500.00
INV-00004964	Iredell Zoning Permit Fee		$75.00	$75.00
	Iredell Zoning Tech Fee		$2.25	$2.25

PERMIT SNAPSHOT REPORT (OSWP-2022-8857)

Total for Invoice INV-00004964	$77.25	$77.25
Grand Total for Permit	**$577.25**	**$577.25**

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Completeness Check v.1		11/09/2022 0:00	11/09/2022 8:27
Confirm application complete v.1	Generic Action		11/09/2022 8:27
Fees v.1		11/09/2022 0:00	11/10/2022 13:16
Issue Invoice v.1	Generic Action		11/09/2022 8:27
Fees Paid v.1	Generic Action		11/10/2022 13:16
Zoning Review v.1		11/09/2022 0:00	11/10/2022 16:35
Iredell County Zoning Approval v.1	Task	11/09/2022 0:00	11/10/2022 16:35
Issue Invoice v.1	Generic Action		11/09/2022 11:26
Fees Paid v.1	Generic Action		11/10/2022 13:16
Lot Readiness Verification v.1		11/15/2022 0:00	
OSWP Septic Preliminary Site Visit v.1	Inspection	11/15/2022 0:00	11/15/2022 8:12
OSWP Site Evaluation v.1	Inspection		
Issue Improvement Permit v.1			
Issue Invoice v.1	Generic Action		
Fees Paid v.1	Generic Action		
Issue Permit v.1	Generic Action		
Permit Completion Process v.1			
Authorization to Construct Permit v.1	Create Sub Permit		
Issue Authorization to Construct v.1	Generic Action		


111.10'
94.56'
64.27'
LOT 36
0.54 Ac.
108.75'
210.00'
212.12'
42.69'
HOUSE
BOX
55'x55'
15'
51.38'
35'
Driveway
127.76'
KERR WALK DRIVE
Drive

Northlake Lot 36

STATE OF NORTH CAROLINA
COUNTY of Iredell-Statesville 2024

CONTRACT FOR INSPECTIONS OF ON-SITE WASTEWATER SYSTEMS TYPE II, III, IV and V

This Contract is entered into this 7th day of January, 2025 by and between TCW Wastewater Management, Inc., a North Carolina Corporation of Mecklenburg County, North Carolina (hereinafter "TCW") and **Robert Bass**

Preamble

TCW is contracting with The Owner to provide inspection services as described on Attachment A for the fees or charges also shown in Attachment A.

The Owner owns or controls the property upon which a ground absorption sewage treatment system ("System") is installed, such System being designated as a type II, III, IV or V system under the Rules for Sanitary Sewage Collection. Treatment and Disposal found at 15A N.C. Admin. Code 18E. 1301 et seq.; and 15A N.C. Admin. Code 18E.1301 requires that a condition of the Operation Permit for certain systems be that a properly executed inspection contract between the System Owner and a management entity shall be in effect for as long as the System is in use. TCW is a management entity which employees certified operators of a type authorized by 15A N.C. Admin. Code 18E.1301 to manage and inspect type II, III, IV, and V systems.

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 TCW as stipulated below.

Conditions of the Contract

A. TCW, in consideration of the payment by the Owner 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 environmental 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 environmental regulatory agency within 48 hours.
   b) to give notice to the "Owner" of needed repairs, and, if the necessary repairs are outside the scope of the routine maintenance described in Attachment A, then The Owner may request TCW to provide an estimate. At the authorization of The Owner TCW will perform the necessary repairs at TCW's then prevailing charges for services and materials.

4) If TCW's services are terminated, TCW will notify the local environmental regulatory agency within 48 hours.

B. The Owner, in consideration of the services performed, agrees:

1) To pay TCW for its services according to the schedule of charges as set out in Attachment A.

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

3) To notify TCW promptly of any emergency or malfunction known to it 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 use reasonable efforts 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.

C. **Terms of the Agreement**

1) This Agreement shall be effective for one year from the date of this contract, and will be automatically renewed from year-to-year thereafter, 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 by consent of each party or by not less than 60 days written notice to the other party prior to the end of the then current contract year, and not less than 30 days written notice to the local environmental regulatory agency.

5) This Agreement may be terminated for cause for breach which remains unremedied after 15 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 THIS AGREEMENT 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 any party shall be valid only on written notice and consent signed by all parties, which consent shall not be unreasonably or arbitrarily withheld.

2) TCW may perform its duties and responsibilities by subcontract but TCW will remain directly liable and responsible to the Owner 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:

Owner: Robert Bass
119 Kerr Walk Dr
Statesville, NC 28677

Operator:
TCW Wastewater Management, Inc.
5600 Lakeview Rd
Charlotte, NC 28269

Environmental Regulatory Agency:

Iredell Dept of Environmental Health
610 East Center Ave
Mooresville, NC 28115

A party may change its address my giving notice in the manner provided above.

dotloop signature verification: [illegible]

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.

WITNESS: Michelle Chiaverra

OWNER: Robert Bass dotloop verified 01/08/25 9:13 AM EST OOZV-AVRZ-AESZ-UVQX

TCW Wastewater Management, Inc.

BY: Lee Boyd

EXHIBIT A
TYPE II, III, IV

MONITORING & INSPECTION PLAN

1. COST: **INITIAL CONTRACT YEAR:**

$ 350.00	(2 required inspection)
$ N/A	(0 required lab)
$ 350.00	Total Initial Year

RENEWAL YEARS:

$ TBD	(2 required inspection)
$ N/A	(0 required lab)
$ TBD	Total Renewal Years

a. The Owner shall pay to TCW the aforementioned sums for each parcel listed on Attachment B. The initial annual fees are payable upon the execution of the contract. Annual billings will be made thereafter and payable within 30 days of billing. The annual billings will be made on the anniversary dates. The annual renewal fees may increase no more than 5% per year. The Owner shall pay to TCW his normal and customary fees for any authorized work performed on the System as a result of non-scheduled service or maintenance calls. These fees are due and payable within 30 days of billing. Payments due to TCW, and unpaid by the Owner after 30 days, shall be assessed late payment fee of 15% per month, accruing monthly on the unpaid balance.

2. PERFORMANCE DUTIES:

- Inspections and services that meet state requirements, i.e., inspections of System using an itemized check list, monitoring "septic tanks" to insure proper operation, and make adjustments of imbalances to systems through the distribution devices.
- Inspection report copies are sent to the environmental regulatory agency (if applicable) and homeowner
- Emergency service calls at an additional charge.
- 24-hour availability at an additional charge.
- The Owner will be advised of any repairs needed and estimated cost of repairs as requested. Repairs will not be made without Owner authorization.
- The Owner will be advised when pumping is recommended

Bacteria Additive Option – Additional $60 per year:

- The addition of a bacterial product into the individual septic tank as needed to maintain the proper level of bacteria.

EXHIBIT B

1. PHYSICAL ADDRESS OF SYSTEM(S):

119 Kerr Walk Dr.
Statesville, NC 28677

Northlake Lot 36

b. _____

c. _____

d. _____