

11420 TEXLAND BV

20312114

5/22/08

marliwr

Groundwater and Wastewater Services File Imaging Project
May 2007
Barcode Font = IDAutomationHC39M

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

Pd 50.00 cash 11/22/94 DT. ☐ CRT

4289

Mecklenburg County Health Dept.
Environmental Health Division
c/o Hal Marshall Ctr., Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102

PERSON FILING APPLICATION: POLE BUILDINGS INC.

NAME: Kellen (last) Steve (first) H. (mi)

ADDRESS: P.O. Box 25323 PHONE: (704) 537-5464

CITY: CHARLOTTE STATE: NC ZIPCODE: 28229

Date:

PROPERTY INFORMATION (FROM ENGINEERING FORM):

TAX/PARCEL NUMBER: 203 121-14

STREET ADDRESS: 11420 Texland Bv

CHAR

ZONING: I 2

PROPERTY OWNER:

NAME: REA CONSTRUCTION /MR HAROLD CAREY (last) (first) (mi)

ADDRESS: P.O. Box 32487 PHONE: (704) 553 6580

CITY: CHAR NC STATE: ZIPCODE: 28232

SUBDIVISION OR MOBILE HOME PARK NAME:

Township (check one):
☐ 0 Mecklenburg County ☐ 2 Davidson ☐ 4 Pineville ☐ 6 Huntersville
☐ 1 Charlotte ☐ 3 Cornelius ☐ 5 Matthews ☐ 7 Mint Hill

LOT NUMBER: LOT SIZE (in acres):

TYPE APPLICATION (check one):

☐ SOIL TEST - INDIVIDUAL LOT (D)
☐ NEW CONSTRUCTION ON VACANT LOT - 4 BEDROOMS OR LESS (N)
☐ EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
☐ ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
☒ COMMERCIAL OR INDUSTRIAL (N) Addition of Bldg.
☐ SOIL TEST DEVELOPMENT (P)
☐ ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)
☐ MODIFIED /ALTERNATIVE/ OR RESIDENCE > 4 BEDROOMS (Z)
☐ REPAIR TO SYSTEM (R)

RESIDENTIAL PROPERTY (Type Building, check one):
☐ SINGLE MOBILE HOME (S) ☐ HOUSE (H) ☐ MULTIPLE FAMILY (U)
☐ DOUBLE WIDE (D) ☐ MODULAR HOME (M) ☐ OTHER _____ (O)

NUMBER BEDROOMS: NUMBER OCCUPANTS:

SYSTEM CLASSIFICATION:

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business ASPHALT # Employees 3 Per Shift 1
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
☐ Community (C) ☐ Shared Well (S)
☒ Municipal (M) ☐ Other 'spring' (O)
☐ Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
☐ Swimming Pool ☐ Jacuzzi ☐ Stable/Barn ☐ Workshop ☐ None
☐ Garage ☐ Storage Building ☐ Deck/Patio ☐ Bedrooms ☐ Other

The undersigned, owner, or legal agent for the owner, of the property described above as the "JOB LOCATION" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the MECKLENBURG COUNTY HEALTH DEPARTMENT to enter onto the property for the purpose of processing this request.

Signed: S Kellen Date: 11-22-94

NOTICE:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules for Sanitary Sewage Collection, Treatment And Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

...No work shall be conducted on the septic tank system until an installation, Construction, Alteration and/or Repair approval is granted by this Department.

...This permit is not transferable. -

☐ IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
☐ MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
☐ ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

...11/30/94 - Made inspection and found actual bldg. is for a truck wash and purpose of sanitary was what they wanted. Contacted Mike Parker of DEM who forwarding an application to Tom Kelly.

Environmentalist Date

7-24-95 - REA Construction will pick permit to public Collection Sewer. Hard copy building permit through Michelle Burkhart. DTA

Director or Authorized Section Head Date

DATE : 12279

* See 1393 / I could not locate a subsurface septic system for office.

COPY

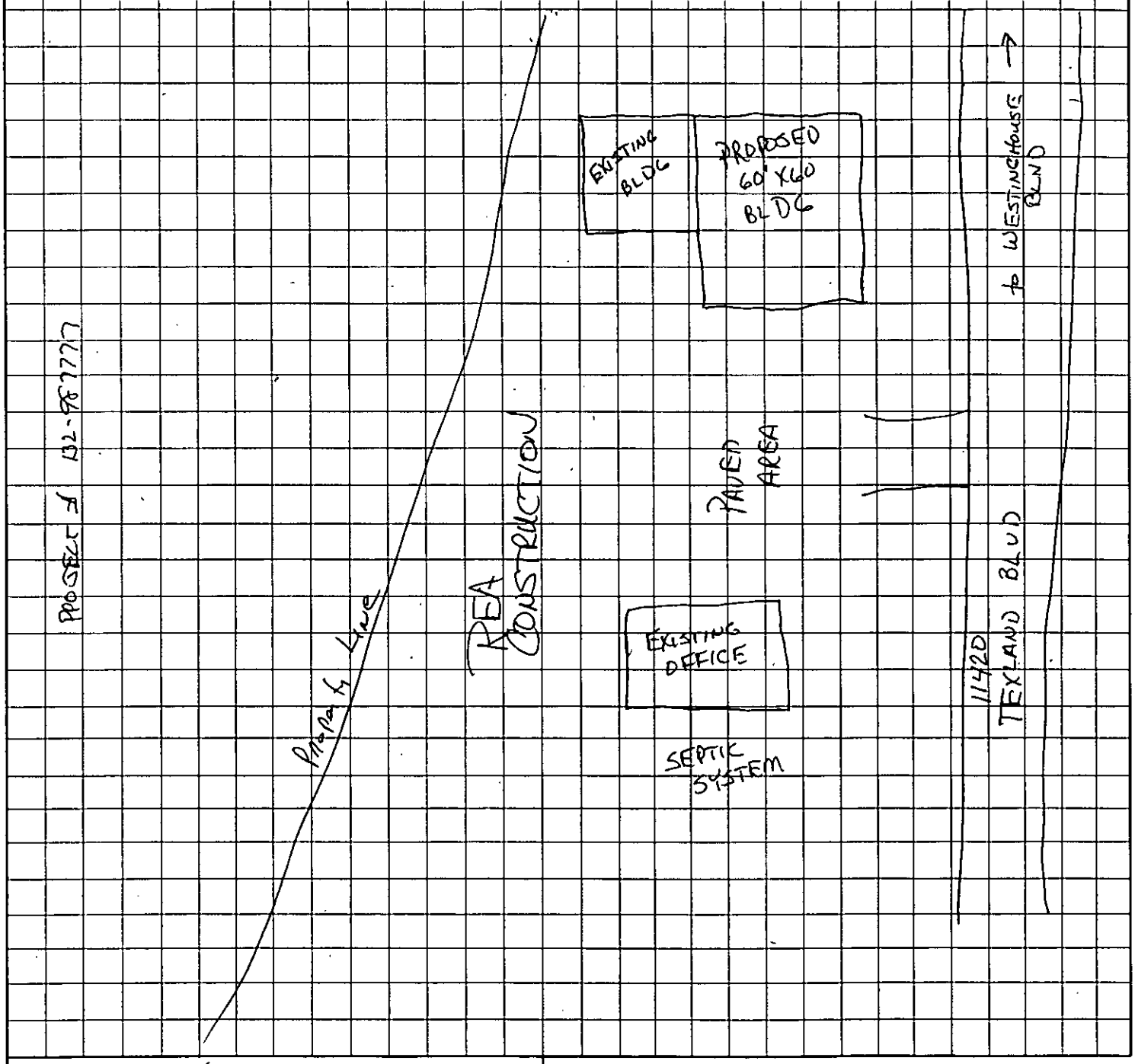
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4289 (Acc 13931)

TC: 203-121-14

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



Steve Kellen
OWNER/AGENT SIGNATURE

DATE 11-22-94

APPROVAL DATE _____

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

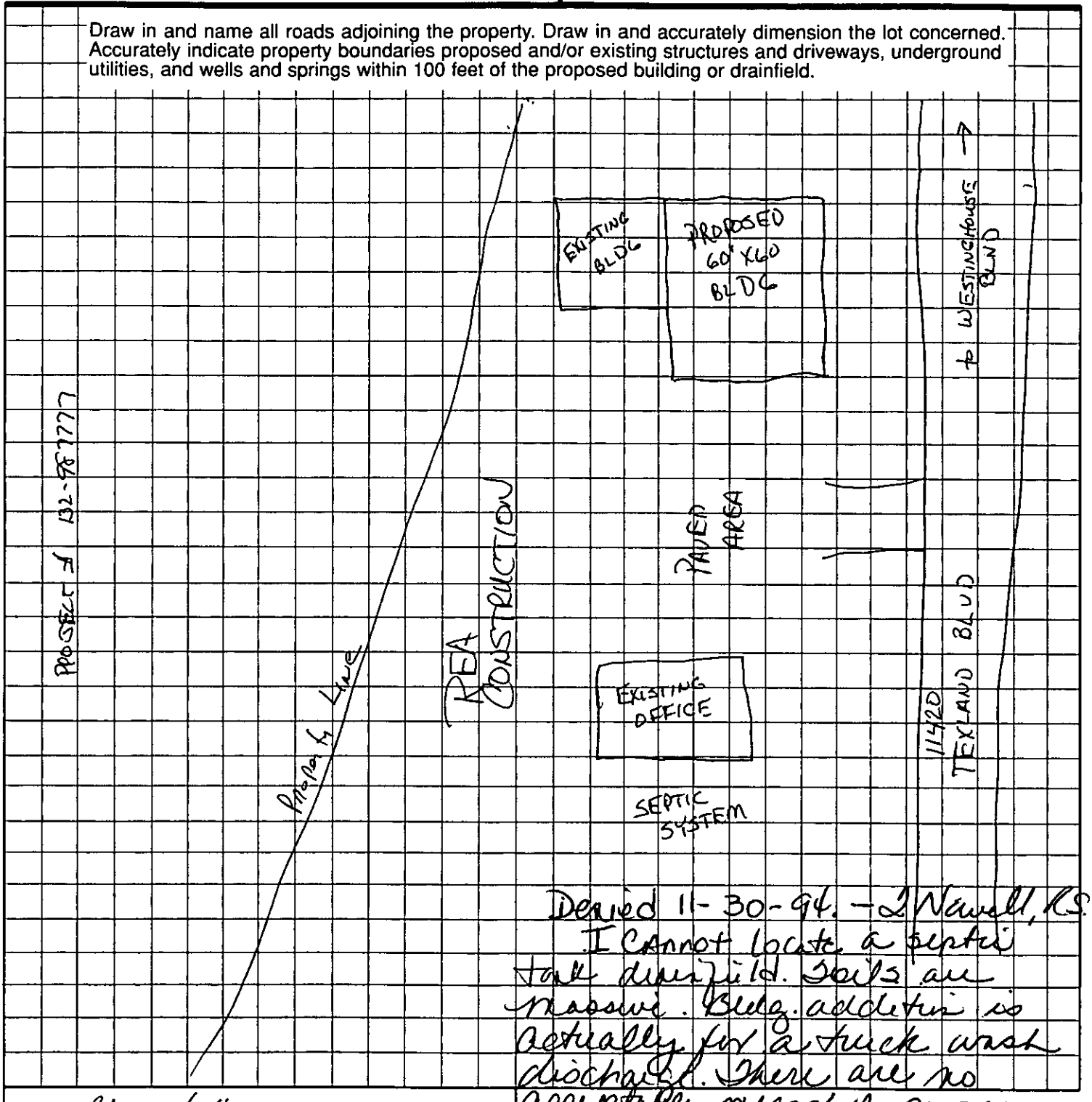
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4289 (Acc 13931)

TC: 203-121-14

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



Denied 11-30-94. - J Worrell, R.S.
I Cannot locate a septic tank drainfield. Soils are massive. Bldg. addition is actually for a truck wash discharge. There are no acceptable means of sewage disposal for a system. Refer to Mike Pallen, Dept. for a pump & haul application.

Steve Kellen
OWNER/AGENT SIGNATURE

DATE 11-22-94

APPROVAL DATE

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

9:30 Wednesday

PROPOSED PLOT PLAN

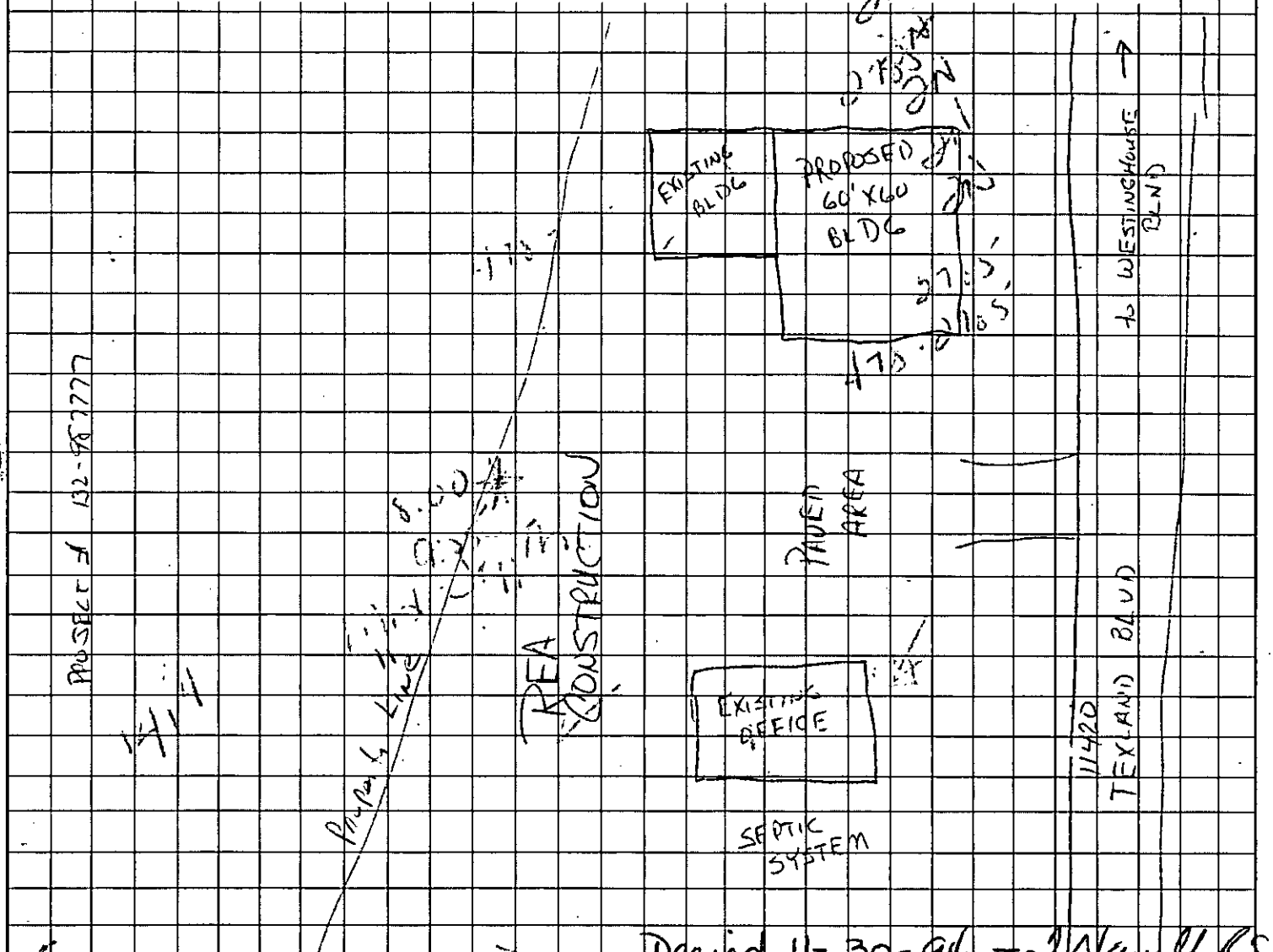
11:00 - 5

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4289 (Lic 13931)

TC: 203-121-14

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



Denied 11-30-94 - J Nowell, RS
Found I cannot locate a septic

11/30/94 - Phone inspection - Have drawn proposed bldg & septic
wash bay will be piped to septic
- located 100 ft

Steve Kellen
OWNER/AGENT SIGNATURE

DATE 11-22-94 - UNDD Application

APPROVAL DATE

Proposed Commercial Bldg & Septic Repair
Pay for pumping & Send application

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

9:00 Wednesday

PROPOSED PLOT PLAN

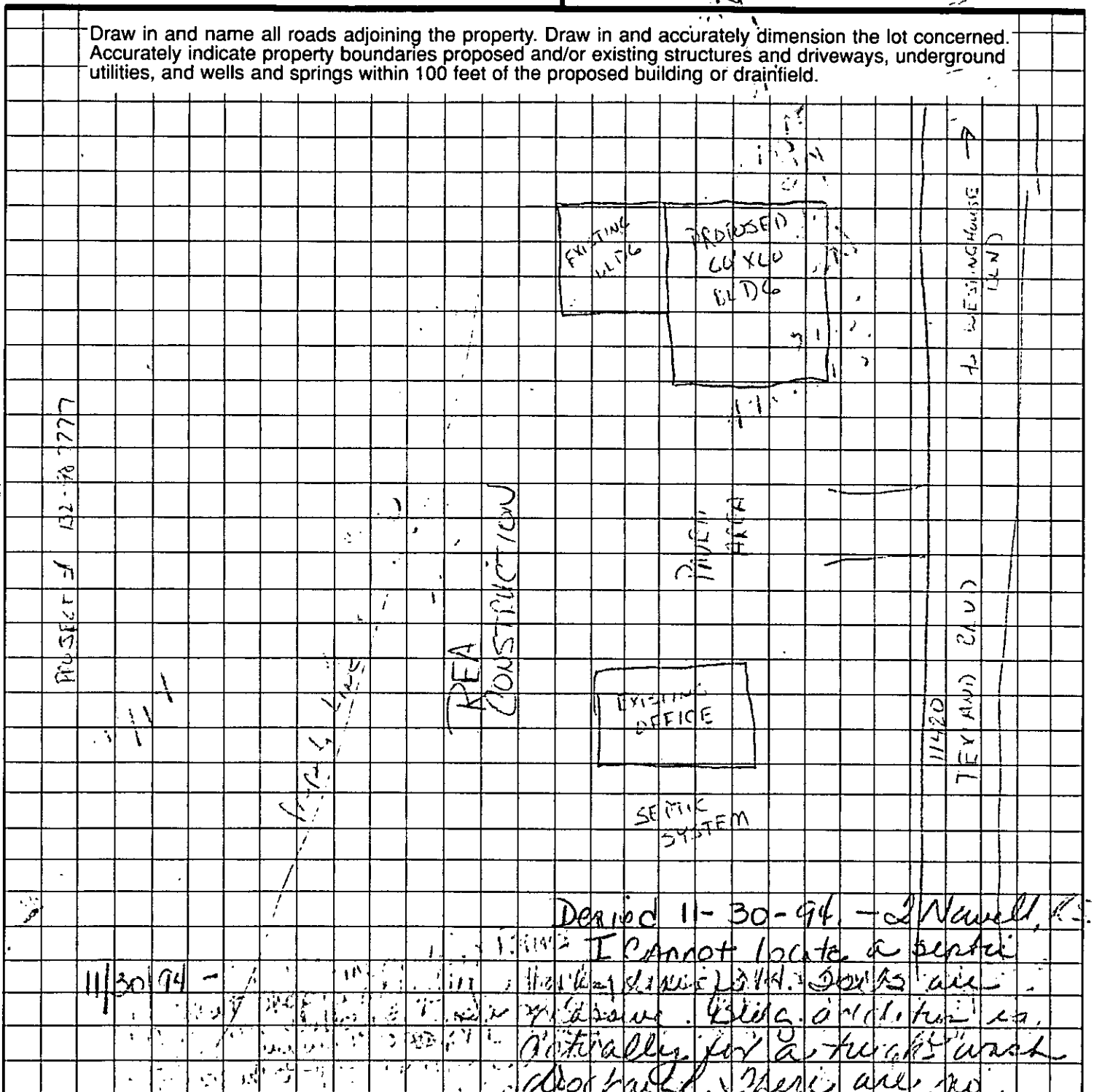
11:00 - 5

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4287 (Lic 13531)

TC: 203-121-14

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



Denied 11-30-94 - J Newell, RS
I Cannot locate a septic
Holding drive. Doors are
open. Bldg. appears to
literally float on a trash
door yard. There are no
discernible means of sewage
disposal. Left w/ Dept. Tech. Offer
to help Owner with septic design

11/30/94 -

Steve K-Hon
OWNER/AGENT SIGNATURE

DATE 11-23-94

APPROVAL DATE

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

5/22/95
John Leslie from DEM said there was no complaints on file concerning this property. DEM would not permit anything that is going to CMUD (only streams, etc.)
Bobby Spears (CMUD) no permitting through DEM. He says DEM only concerned with main-line extension.

REA
CONSTRUCTION

May 11, 1995

RICKTER S. CLAY
EXECUTIVE VICE PRESIDENT
THE RIVETT GROUP, L.L.C.
P.O. BOX 4850
ABERDEEN, SD 57402-4845

Dear SKIP:

Thank you for your time on April 25th., Buddy and I really enjoyed the having the opportunity to meet with your group. We of course deeply appreciate your consideration in allowing Asphalt Materials to connect to your motel's holding tank and pumping system. Attached you will find a simple agreement with the terms and conditions that we agreed on. Also attached is a copy of the drawing showing the septic line from our property to the connection on your property. I waited until now to send this due to the fact that only yesterday we met with our contractor, Lifetime Builders, in order to consolidate all our information to present to Mecklenburg Co. Building Standards for our building permit. We and our contractor are confident that now our permit will be approved. Again thank you for this and if we can help you or your facility here do not hesitate to call.

Sincerely,

HAROLD W. CAREY
CONSTRUCTION SERVICES MANAGER

5-22-95 Spoke with Barbara Wiggins. They have no complaints w/ from us long as they are no longer discharging to surface & will dispose to public sewer.
Rea Construction has elected to go to public sewer. Jim Burney RS.

Post Office Box 32487
6135 Park South Drive
Charlotte, NC 28232
Telephone 704 553 6500
Facsimile 704 553 6598

The Rivett Group, L.L.C.

1910 Eighth Avenue N.E.
P.O. Box 4850
Aberdeen, SD 57402-4850
Bus. (605) 225-8524
FAX (605) 225-5408

RICKTER S. CLAY, CHA
Executive Vice President,
Motel Operations

May 23, 1995

Mr. Harold W. Carey
Construction Services Manager
Rea Construction
6135 Park South Drive
Charlotte, North Carolina 28323

Dear Mr. Carey:

I received your letter and the two copies of the Easement Agreement to allow Asphalt Materials to connect to the holding tank and pumping system for South Charlotte Super 8 Motel.

I asked our attorney to review the Agreement and he has drafted a more extensive Joint Use Agreement, of which two copies are enclosed.

I have signed both copies and would ask you to do the same after your review. You may then keep one copy for your files and return the other duplicate original to me.

Should you have any questions, please contact me.

Sincerely,

Rickter S. Clay

Rickter S. (Skip) Clay
Executive Vice President
Motel Operations

RSC:hh

Enclosure

REA
CONSTRUCTION

June 28, 1995

RICKTER S. CLAY, CHA
EXECUTIVE VICE PRESIDENT
THE RIVETT GROUP, L.L.C.
1910 EIGHTH AVE. N.E. P.O. BOX 4850
ABERDEEN, S.D. 57402-4850

Dear Mr. Clay:

Please find enclosed one copy of the executed agreement which allows Asphalt Materials to connect to the holding tank and pumping system at South Charlotte Super 8 Motel. Our attorney reviewed the agreement and found it very satisfactory.

Thank you again for your consideration and cooperation in this matter, and if you have any questions, please contact me.

Sincerely,

HAROLD W. CAREY
CONSTRUCTION SERVICES MANAGER

Post Office Box 32487
6135 Park South Drive
Charlotte, NC 28232
Telephone 704 553 6500
Facsimile 704 553 6598

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT (Agreement) is entered into between **THE RIVETT GROUP, L.L.C.**, a Delaware limited liability company, 1910 8th Avenue NE, Aberdeen, South Dakota 57401 (Landlord) and **REA CONSTRUCTION COMPANY**, 6135 Park South Drive, Charlotte, North Carolina 28232 (Tenant).

Landlord and Tenant acknowledge the following facts:

Landlord has a holding tank and pumping station which is connected to the public sanitary sewer system;

Tenant wishes to dispose of treated truck wash water through the holding tank and pumping station of Landlord.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. INSTALLATION. Tenant can install and connect a three inch septic line from Tenant's truck wash pit located at 11420 Texland Boulevard, Charlotte, North Carolina, to the holding tank and pumping station of Landlord. No easement is granted to Tenant for this purpose, however, Tenant shall have a reasonable right of use and access in accordance with the terms of this Agreement. The installation of the septic line and any pump necessary to deliver Tenant's treated wash water to the holding tank shall be at the sole expense of Tenant. Installation of the septic line and pump shall be in conformance with all laws, codes, regulations, and ordinances; further, such installation shall be neat in appearance and acceptable to Landlord.

2. TREATED WATER. Tenant agrees to treat the water, discharged from its truck wash pit into the holding tank and pumping station of Landlord, in accordance with all applicable laws and regulations; Tenant agrees that it shall not discharge any water into the holding tank of Landlord which contains any hazardous substances or contaminants.

3. REPAIRS. Tenant shall be allowed reasonable access to the premises of Landlord for the purpose of performing necessary inspection and maintenance of the septic line, and any pumping system on the premises of Landlord. Tenant shall further pay fifty percent (50%) of any pump repair costs reasonably incurred by Landlord, or charged to Landlord by The Waffle House Restaurant at Westinghouse Boulevard and Texland Boulevard. If, the pump needs to be replaced, for any reason, Tenant agrees to pay one-half (½) of all costs incurred by Landlord for such replacement.

4. INDEMNIFICATION AND HOLD HARMLESS. Tenant agrees to indemnify and hold Landlord, its members, managers, officers, employees, and assigns, harmless from any claims, of any type,

DUPLICATE ORIGINAL

related to the contents of the wash water discharged into Landlord's holding tank and discharged by Tenant into the public sanitary sewer system by Landlord's pumping station.

Landlord agrees to indemnify and hold Tenant, its officers, directors, employees, agents, and assigns harmless from any claims, of any type, related to the contents of the water discharged by Landlord into Landlord's holding tank and discharged into the public sanitary sewer system by Landlord's pumping station.

5. RENT. Tenant agrees to pay Landlord a sum of Twenty-five Dollars ($25.00) per month, in advance, as rent; the rent shall begin on the date that construction begins on the septic line.

6. TERM. This Agreement continues indefinitely and with no specified term; however, this Agreement can be terminated by Tenant or Landlord by giving the other party thirty (30) days prior written notice. The termination of this Agreement does not nullify any obligations incurred by Tenant and Landlord prior to the effective date of termination.

7. WAIVER. The waiver, by either party, of a violation of, or the failure by either party to enforce, any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any rights under this Agreement.

8. INTEGRATION. This Agreement represents the entire agreement and understanding between the parties with respect to that subject matter of this Agreement and supersedes any prior oral or written agreements or representations between the parties with respect to the subject matter; it may not be altered or amended except with an agreement, in writing, signed by both parties.

9. GOVERNING LAW. This Agreement shall be determined in accordance with the laws of South Dakota; any controversy concerning the terms of this Agreement shall be venued in the courts of general jurisdiction for Brown County, South Dakota or in the United States District Court for the District of South Dakota.

10. HEADINGS; EXHIBITS. The headings of sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments shall be incorporated in and constitute a part of this Agreement.

11. ASSIGNMENT; BINDING EFFECT. This Agreement may be assigned by either party without the consent of the other party, and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns.

12. SEVERABILITY. The terms of this Agreement shall be deemed severable, and if any term shall be deemed to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect.

13. CONSTRUCTION. Both parties acknowledge that they participated equally in the negotiation and creation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument.

15. ACCORD AND SATISFACTION. No payment or receipt, of a lesser amount than the sums designated pursuant to this contract shall be anything other than a payment on account of the earliest sum owed, nor shall any special or restrictive endorsement or statement on any check, or any letter accompanying any check or payment, be deemed an accord and satisfaction, and Landlord may accept such a check or payment without prejudice to its rights to recover the balance of sums owed pursuant to this Agreement, or to pursue any other remedy.

THE RIVETT GROUP, L.L.C.

Date: May 23, 1995

By _____
Its Executive Vice President, Motel Operations
Rickter S. Clay

REA CONSTRUCTION COMPANY

Date: 6/28/95

By _____
Its President & CEO

DATE 11/22/94

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION Meck

203-121-14
PARCEL NUMBER

11420 Texland Bv
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

N/A
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	APPROVED	NOT APPROVED
2. FLOODWAY REGULATIONS	APPROVED	NOT APPROVED
3. WATERSHED PROTECTION	APPROVED	NOT APPROVED
4. COMMERCIAL DRAINAGE PLAN	APPROVED	NOT APPROVED
5. PUBLIC UTILITY EASEMENT	PRESENT	NOT PRESENT
6. PROPERTY FRONTS ON THOROUGHFARE	YES	NO
7. DRIVEWAY PERMIT REQUIRED	YES	NO
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	YES	NO

REMARKS: New Structure 3600 ☆

NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIERS OFFICE WHEN PAYING PERMIT FEE. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL TRANSPORTATION DIVISION GRANTS APPROVAL ON DRIVEWAY(S).

INCOMPLETE

SIGNED: [signature]

CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PROJECT REVIEW DISCIPLINES

PROJECT INFORMATION

PROJECT NUMBER: 132-987777
PROJECT NAME: REA CONST TEXLANDBV **PHS:** **SEC:**
SUBMITTED DATE: 11/22/94
TIME: 11:06 AM

CONTACT NAME: STEVE
TITLE: CONT
PHONE #: (704) 537-5464
TYPE OF PERMIT: FULL

COMMENTS: 11420 TEXLAND BV / MECK / WASH DOWN BLDG

REVIEW DISCIPLINES

AGENCY	DISCIPLINE	CONTACT 263-12/-14	PHONE	INITIALS
BUILDING STANDARDS	BUILDING	MIKE BURKHARD	336-3836	
	ELECTRICAL	MIKE BURKHARD	336-3836	
	MECHANICAL	MIKE BURKHARD	336-3836	
	PLUMBING	MIKE BURKHARD	336-3836	
	ZONING	MIKE BURKHARD	336-3836	
	COUNTY-FIRE	MIKE BURKHARD	336-3836	

NOTICE

OTHER APPROVALS/PERMITS MAY BE REQUIRED SUCH AS GRADING PERMITS, STORM WATER RETENTION, DETENTION AND COMMERCIAL DRAINAGE APPROVAL. PLEASE CHECK WITH THE ASSOCIATED ENGINEERING DEPARTMENT FOR ADDITIONAL INFORMATION.

YOU WILL BE NOTIFIED OF THE DISPOSITION OF YOUR PROJECT WITHIN 10 TO 15 WORKING DAYS. IF YOU MUST CALL CONCERNING THE STATUS OF A PROJECT, CALL 336-3836 AND ASK FOR APPROVAL STATUS OF THE PROJECT NUMBER ABOVE

ALL INDIVIDUALS SECURING BUILDING PERMITS MUST BE BONDED WITH MECKLENBURG COUNTY. PLEASE CONTACT THE ACCOUNTING DEPARTMENT AT 336-4317 FOR BOND REQUIREMENTS AND FURTHER INFORMATION.

CONTACT	DATE	COMMENTS	INITIALS

REA
CONSTRUCTION

RICKTER S. CLAY
EXECUTIVE VICE PRESIDENT
THE RIVETT GROUP
1910 EIGHTH AVE. P.O. BOX 4850
ABERDEEN, SD 57402-4850

This EASEMENT AGREEMENT, made this day of May 11,1995 between THE RIVETT GROUP, hereinafter called "landlords," and REA CONSTRUCTION CO., hereinafter called "tenant".

IT IS AGREED:

- (1) The landlord hereby permits the tenant to install and connect a three inch septic line from his wash pit located on 11420 Texland Blvd. Charlotte, N.C. to the landlords motel holding tank and pumping station located on Texland Blvd. Charlotte, N.C., deed book 7032, page 626 per the attached drawing for the following purpose and conditions.
- (A) To allow tenant to pump and dispose of only treated wash water at landlords" motel's holding tank and pumping facility.
- (B) Installation of the septic line and pump will be at the tenant's expense and will be maintained at the expense of the tenant. Tenant will be allowed to ingress and egress as necessary for inspection and maintenance.
- (C) Installation of the septic line and pump will meet all local laws and codes, and will be neat in appearence and will be acceptable to the landlord.
- (D) Landlord will be held harmless for the contents of the wash water pumped to his facility, and tenant will be held harmless for the contents of the landlords' waste materials.
- (E) As rental the tenant agrees to pay the landlord $25.00 per month or $300.00 per year commencing on the date of said septic line construction.
- (F) Tenant also agrees to pay 50% of the pump repairs passed to the landlord by The Waffle House Restuarant at Westinghouse Blvd. and Texland Blvd.
- (G) This is an open ended agreement which can be terminated by either the tenant or landlord with a 30 day notice.

RICKTER S. CLAY
EXECUTIVE VICE PRESIDENT
THE RIVETT GROUP

HAROLD W. CAREY
CONSTRUCTION SERVICES
REA CONSTRUCTION CO.

Post Office Box 32487
6135 Park South Drive
Charlotte, NC 28232
Telephone 704 553 6500
Facsimile 704 553 6598

PROPOSED SITE PLAN

