

3510 CARMEL RD

20915302

12/26/2007

duponbj

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

FYI

COPY

Rec'd $85 Ck# 1238 11/19/02 SC

INSPECTION STATEMENT
MECKLENBURG COUNTY HEALTH DEPARTMENT

Bascom Vernon Belk III
3510 Carmel Rd.
Charlotte, NC 28210

Please Make Check Payable To:

Mecklenburg County Health Department
700 N. Tryon Street Suite 211
Charlotte, NC 28202

Note: THIS COMPLETED FORM MUST ACCOMPANY PAYMENT!

DESCRIPTION OF PROPERTY

Name	Site Address	Tax Parcel	File Number	System Type
B.V. Belk III	3510 Carmel Rd.	20915302	1909B	IVa
[redacted]				**Total Amount Due: $85.00**

Please use the following space below, to make any corrections to property information.

Name: Bascom Vernon Belk III

Site Address: 3510 Carmel Road
Charlotte, NC 28226

# of Bedrooms: 4

BILL INFORMATION

Billing Date: 10/30/02

Payment Due Date: 11/13/02

Direct Questions Concerning This Bill to .....(704) 336-5571

☐ *Please check if you have a well.*

Make Check Payable To Mecklenburg County Health Department
Your Cancelled Check Is Your Receipt

DO NOT SEND CASH

Mecklenburg County
Health Department

October 30, 2002

Bascom Vernon Belk III
3510 Carmel Rd.
Charlotte, NC 28210

Dear Mr. B.V. Belk:

The North Carolina Administrative Code requires routine maintenance and inspections of certain septic tank systems that utilize pumps. Our records indicate that the required inspection of the Type IVa septic system, which serves as the wastewater treatment and disposal system for the residence located 3510 Carmel Rd., Charlotte, NC is due.

> In accordance with Section .1900 of the North Carolina Administrative Code, North Carolina Department of Environment and Natural Resources, Division of Environmental Health, On-Site Wastewater Section, Subchapter 10A, Sanitation, states in part: " System management in accordance with Tables V(a) and V(b) of this Rule shall be required for all systems installed or repaired after July 1, 1992."

This department will be making inspections on all systems that fall under this requirement. The fee for this service is $85.00. In addition, if you have a well, a bacterial sample will be collected to help assess the quality of your water supply source. The water analysis will be performed at no additional cost.

The inspection program and the water analysis are very important initiatives intended to protect the public's health while improving and preserving our groundwater resources. We highly recommend and prefer that you contact our office to make an appointment for the inspection of your system. If we have not heard from you by November 13, 2002 we will proceed with our inspection activities on your property. You will be apprised of our assessments and recommendations for the continued efficient operation of your septic tank system.

To set up an appointment for an inspection, or if you should have any questions regarding this matter, please feel free to contact me at (704) 336-5571.

Sincerely,

David Cornelius, R.S.I., Coordinator
Managed Systems Program
Individual Water and Wastewater Systems

Enclosure: Inspection Statement

INSPECTION STATEMENT
MECKLENBURG COUNTY HEALTH DEPARTMENT

Bascom Vernon Belk III
3510 Carmel Rd.
Charlotte, NC 28210

Please Make Check Payable To:

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CLAY'S WASTEWATER SERVICES
INSPECTION OF ENGINEERED SUBSURFACE SEWAGE SYSTEM

19090

Name of Establishment: Ellis Home — Permit/Project No.

Location: BY DOLK — Type of Establishment: 3510 CARMEL RD 28226 — Address — Phone

Owner

Operator: CLAY OAKS

	YES	NO
1. ESTABLISHMENT:		
Type, size, and sewage flow in accordance with permit?	✓	
2. COLLECTION SYSTEM:		
No evidence of leaks into or out from sewer lines/manholes?		✓
Free of blockage/solids buildup in lines or manholes?	✓	
3. TANKAGE (Grease Traps/Lift Stations/Septic/Dosing Tanks):		
Tank rises accessible and surface water diverted?	✓	
Tanks and access manholes structurally sound, watertight	✓	
Sanitary tee(s) in good working condition?	✓	
Tanks pumped, cleaned out as needed?	✓	
4. RAW SEWAGE LIFT STATION (If Present):		
Required pumps present, operating, and cycling properly?	✓	
High-water alarm present and operating properly?	✓	
Floats/pipe/valves/disconnects in good working condition?	✓	
Control panel enclosure/ components in good condition?	✓	
5. EFFLUENT DOSING SYSTEM:		
Effluent appears clear, free of excess solids?	✓	
PUMP SYSTEMS:		
Required pumps present, operating, and cycling properly?	✓	
High-water alarm present and operating properly?	✓	
Floats/pipe/valves/disconnects in good working condition?	✓	
Control panels enclosure/ components in good condition?	✓	
Elapsed time readings: ____ ____ ____ ____		
SIPHON SYSTEM:		
No evidence of overflow or siphon leakage?		
Siphon(s) appear to be working/ alternating properly?		
Bells and vents free of debris and in good condition?		
6. GROUND ABSORPTION FIELDS:		
No evidence of effluent surfacing/ reaching surface waters?		✓
Minimal ponding in subsurface trenches?	✓	
Surface water being effectively diverted away?	✓	
Diversions/ ditches/ swales/ tile drains properly maintained?	✓	
Line cover/ vegetation adequate/ maintained as needed?	✓	
Protected from traffic, destructive uses?	✓	
Distribution devices in good condition, working properly?	✓	
Repair area properly reserved, maintained?	✓	
LOW-PRESSURE PIPE DRAIN FIELDS:		
Turnups/ cleanouts/ valves intact and accessible?	✓	
No effluent standing in lower laterals?	✓	
Laterals free of excess solids, cleaned out as needed?	✓	
Pressure head is properly adjusted?	✓	

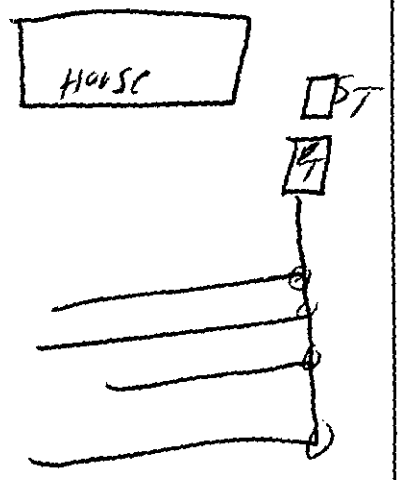
INSPECTION FREQUENCY

Annual — Quarterly

(Bi-Annual) — Yearly

Other

SITE LOCATION MAP



OVERALL CONDITION AND OPERATION OF SYSTEM: Compliant

IMPROVEMENT:

DATE: _____ **SIGNED:** 4/5/01

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1909B (20) DATE: 6/25/97
TC 209-153-02 ~~CT~~ ~~GRT~~
SERIAL Nº 17100

Name of Owner Thafer Bldrs. Juris.:
Address of Property 3510 Carmel Rd.

Inspection Data:

Tank Material 1500
Total Length of Drainfield 280'
Number of Lines 4 @ 70'
Cover Depth 6-12"
Water Supply Source m/c
Distance to Water Source 10'
Excavation Inspected 6/25/97
Tank(s) Inspected 6/25/97
Wash Line Inspected —
High Water Alarm Inspected 6/25/97

Bascom Vernon Belk III
3510 Carmel Road
Charlotte, NC 28210

PLOT

Design 1500 ST, 1000PT, 280' PPBPS CTR# Norwood

The undersigned has inspected the Septic Tank System described above, and certifies it has been

- ☐ installed or constructed
- ☒ in accordance with the permit issued
- ☐ altered or repaired
- ☐ as detailed in the plot above

and meets the provisions of 15A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

- ☐ Certificate of Completion
- ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: 4 BEDroom - Type IVb

Toni Huggins Bunn, R.S.
Environmental Health Specialist

Mecklenburg County services are available without regard to ethnic origin, sex, or disability.

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

BV DELK — 8-15-99
me and Location — Date of Inspection — Permit No.

MECK — IP A
County — System Classification

CLAY OAKS 9001 Sinsing Place 3510 CARMEL RD
Name and Address of ORC — Name and Address of Owner

CHARLOTTE NC 28214

Phone No. 704, 393-9270

Areas Evaluate During Inspection

	YES	NO	
LIFT STATION (if present):			
Required pumps present & operating properly?	✓		
High water alarm operating properly?		✓	Fuse Blown
Floats, pipes, valves, disconnects in good condition?	✓		Float level not correct
Control panel enclosure/components in good condition?	✓		
EFFLUENT DOSING STATION:			
Required pumps present & operating properly			
High water alarm operating properly?			
Floats, pipes, valves, disconnects in good condition?			
Control panel enclosure/components in good condition?			
Effluent appears clear and free of solids?			"solids
Zone valve sequencer operating properly?			
GROUND ABSORPTION FIELDS (general):			
Evidence of effluent surfacing?		✓	
Surface water being effectively diverted away?	✓		
Vegetative cover maintained properly?	✓		
Protected from traffic, destructive uses?	✓		
Distribution devices in good working condition? (manual valves, manifolds, etc.)	✓		
Repair area properly reserved, maintained?	✓		
Field free of settled or low areas?			
LOW PRESSURE PIPE SYSTEM:			
Turnups/cleanouts/valves intact and accessible?		✓	will Replace 2-15-99
Laterals free of excess solids?			
Laterals flushed this inspection?	~~NA~~	✓	
Electric zone valves operating properly?			
Pressure head is properly adjusted?			

SPECIAL CONDITIONS:

COMMENTS: EMERGENCY INSPECTION - Will get paperwork from Larry Thompson for PH Eval. etc.

COMPLIANCE STATUS: Compliant ✓ NON-COMPLIANT ____

____ CHECK IF PRESSURE HEAD EVALUATION SHEET IS ATTACHED.

DATE: 8/15/99 SIGNATURE OF "ORC": [signature]

STATE OF NORTH CAROLINA

COUNTY OF MCR

INSPECTION AND MAINTENANCE AGREEMENT (rev. 3/91)

this agreement is made and entered into this 12 day of AUGUST 1999, by and between BV BACK (hereinafter the "Owner") and CLAY OAKS (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 IV system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Adm. 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 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 Owner's system located at 3510 CAMPLAD CHAR NC

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 IV System.

b. The Contractor shall perform the following routine maintenance procedures in accordance with the conditions of the Operation Permit:

(1) [from operation permit]
(2) INSPECT & REPORT 2X PER YR TO CMHD
(3)

c. The Contractor shall report the results of its inspections 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 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 of the scope of routine maintenance described in subparagraph (b) above. The Contractors shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefor at the Contractor's normal charge for services and materials.

f. The Contractors shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24 hours after receipt of such request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $200 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not be increased more than 10 percent per year. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees 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 10 percent per month.

b. Within 10 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the needed repairs were satisfactorily completed by another entity.

c. 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 terminated.

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 termination 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 of this Agreement, the Agreement shall continue in effect; or

(b) failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 10 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above. If said authorization to complete needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect;

(c) 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.

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 IV system upon thirty (30) days written notice to the Owner and to the local health department.

5. Use of Subcontractors. The Contractor may subcontract with such manufacturers, suppliers and contractors as it deems desirable to perform any of the Contractor's duties under this Agreement. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

6. 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.

7. Regulatory Amendments. References in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future.

8. No Implied Waiver. The waiver by either Party of the 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 a 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.

9. Notice. Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid to the Party to be notified and addressed as follows:

To the Owner:

_____

_____

To the Contractor:

_____

_____

To the Local Health Department:

CMHD

_____

700 x

_____

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted deliver, as the case may be. Changes in the respective addresses to which notice may be directed may be made from time to time by either Party by notice to the other party.

10. Place of Agreement. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of North Carolina.

notwithstanding the place of execution, or the order in which the signatures of the Parties are affixed.

11. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, agreements and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between 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.

12. 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 agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such actions, remain in full force and effect.

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

B.V. Bellatti

(Owner)

Attest:

Contract Terms (Check one)

Begin Date/End Date

( ) 1 Year
( ) 3 Years
(X) 5 Years 8-14-99 to 8/14/04
( ) Other

(Contractor)

Attest:

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH

LOG NO: [ ]

REQUEST FOR APPROVAL AND RECORD OF LEGAL ACTION

DATE: 0 8 / 1 0 / 9 9 (MONTH / DAY / YEAR)

SECTION: I W W S (AQ, WQ, FOOD, DC, MILK, POOL, S&HW, OPWD, VC)

TO: **DIRECTOR**

Request approval for initiation of (circle one): CS, CW, AI, CV, OTHER: _____

Against: BASCOM VERNON BELK III

Violation: NC SEWAGE RULES .1961 (e)

Circumstances: (Outline Briefly) Outstanding septic system violation. Owner does not have a maintenance contract with a management entity for the sewage treatment and disposal system located at 3510 Carmel Road, Charlotte, NC. Violation letters and notices mailed and phone call made to owner in reference to violation. No response from Mr. Belk. Ongoing septic violation needs to be resolved.

Larry B. Thompson, Jr., R.S.
ENVIRONMENTALIST

Violation Notices (Date & Results):
Violation letter mailed 5-13-99, compliance date of 6-10-99.
NOV mailed 6-28-99 with compliance date of 7-28-99.
Final notice NOV mailed 7-14-99 with compliance date of 7-28-99. No response

Other Contacts: Kelly Randall, Senior Environmental Health Specialist, called and left message for Mr. Belk on 8-4-99. No response. Lweft message 8-6-99

Approved for proceeding with action:

Supervisor: _____

_____ DATE: _____

Division Manager: _____

_____ DATE: _____

Director: _____

_____ DATE: _____

THE ENTIRE FILE MUST ACCOMPANY THIS FORM.

26th JUDICIAL DISTRICT - MECKLENBURG COUNTY
NORTH CAROLINA

ENVIRONMENTAL COURT

CR NUMBER:	
CMPD INCIDENT:	

RESPONSIBLE AGENCY	[ ] ANIMAL CONTROL [ ] BUILDING STANDARDS [ ] COMMUNITY DEVELOPMENT [ ] COMMUNITY IMPROVEMENT [ ] ENVIRONMENTAL PROTECTION [ ] FIRE [X] HEALTH DEPARTMENT [ ] ZONING [ ] OTHER: _____

OFFENSE LOCATION: **3510 Carmel Road**	CITY: **Charlotte**	STATE: **NC**	ZIP: **28210**
TAX PARCEL NUMBER: **209-153-02**	DEED NUMBER:	DEED DATE:	
PROPERTY OWNER(S): **Bascom Vernon Belk, III**	R/S:	AGE/DOB:	
ADDRESS: **3510 Carmel Road**	CITY: **Charlotte**	STATE: **NC**	ZIP: **28210**
ALT. ADDRESS:	CITY:	STATE:	ZIP:
HOME TELEPHONE: **(704)341-7283**	ALTERNATE TELEPHONE:		

COMPLAINANT:			
ADDRESS:	CITY:	STATE:	ZIP:
ALT. ADDRESS:	CITY:	STATE:	ZIP:
HOME TELEPHONE:	ALTERNATE TELEPHONE:		
RELATIONSHIP TO PROPERTY OWNER:			

SUMMARY OF COMPLAINT:	
	COMPLAINT DATE:

SUMMARY OF INVESTIGATION:	
	COMPLETION DATE:

VIOLATION(S) DETECTED: **Owner is operating Type IV septic tank system without a valid maintenance contract with a Certified Operator**
STATUTE/ORDINANCE NUMBER(S): **130A-335(f), .1961(e)**

-- PRIOR HISTORY/PRIOR VIOLATIONS --

-- ENFORCEMENT ACTIONS --

CITATION NUMBER(S) ISSUED:	DATE:	COMPLIED:	
CRIMINAL SUMMONS PREPARED BY:	DATE:	SERVED:	
CRIMINAL SUMMONS SERVED BY:	CODE #:	AGENCY:	

WITNESS #1: Larry B. Thompson, Jr., R.S.			
ADDRESS: Mecklenburg County Health Dept. 700 N. Tryon St., Suite 211	CITY: Charlotte	STATE: NC	ZIP: 28202
ALTERNATE ADDRESS:	CITY:	STATE:	ZIP:
TELEPHONE: (704)336-5568	ALTERNATE TELEPHONE: (704)336-5102		
FACTS TO WHICH WITNESS CAN TESTIFY: Owner does not have a valid maintenance contract with a Certified Operator for the Type IV Septic tank system that serves as the sewage treatment and disposal system for this residence.			
CAN WITNESS IDENTIFY DEFENDANT? [ ] YES [ ] NO	SUBPOENA THIS WITNESS? [ ] YES [ ] NO		

WITNESS #2:			
ADDRESS:	CITY:	STATE:	ZIP:
ALTERNATE ADDRESS:	CITY:	STATE:	ZIP:
TELEPHONE:	ALTERNATE TELEPHONE:		
FACTS TO WHICH WITNESS CAN TESTIFY:			
CAN WITNESS IDENTIFY DEFENDANT? [ ] YES [ ] NO	SUBPOENA THIS WITNESS? [ ] YES [ ] NO		

-- PHYSICAL EVIDENCE --

PHOTOGRAPHS? [ ] YES [ ] NO	WHERE STORED:
SPECIMEN (IDENTIFY):	TEST DATE:
DAMAGE ESTIMATE/TIME FOR COMPLIANCE:	
CERTIFIED COPY OF APPLICABLE ORDINANCE(S): [ ] IN FILE [x] IN COURTROOM	
RECORDS OF OWNERSHIP (IDENTIFY):	
NOTICE(S) OF VIOLATION:	
OTHER:	

-- INVESTIGATOR/INSPECTOR --

NAME: Larry B. Thompson, Jr., R.S.		
POSITION: Environmental Health Specialist	AGENCY: Mecklenburg County Health Dept.	
BUSINESS ADDRESS: 700 N. Tryon St., Suite 211	CHARLOTTE, N. C. 28202	
TELEPHONE: (704)336-5568	ALTERNATE TELEPHONE: (704)336-5102	
NOTES/REMARKS:		

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH

LOG NO: [ ][ ][ ]

REQUEST FOR APPROVAL AND RECORD OF LEGAL ACTION

DATE: 08 / 06 / 99 (MONTH / DAY / YEAR)

SECTION: IWWS (AQ, WQ, FOOD, DC, MILK, POOL, S&HW, OPWD, VC)

TO: **DIRECTOR**

Request approval for initiation of (circle one): CS, CW, AI, CV, OTHER: _____

Against: Bascom Vernon Belk III

Violation: NC Sewage Rules .1961 (e)

Circumstances: (Outline Briefly) Outstanding septic system violation. Owner does not have a maintenance contract with a management entity for the sewage treatment and disposal system located at 3510 Carmel Road, Charlotte, NC. Violation letter and notices mailed and phone call made to owner in reference to violation. No response from Mr. Belk. Ongoing septic violation needs to be resolved.

Larry B. Thompson Sr., RS
ENVIRONMENTALIST

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Other Contacts: Kelly Randall, RAT. Health Specialist, called and left message for Mr. Belk on 8-4-99. No response. Left message 8-6-99

Approved for proceeding with action:

Supervisor: _____ DATE: _____

Division Manager: _____ DATE: _____

Senior Environmental Director: _____ DATE: _____

26th JUDICIAL DISTRICT - MECKLENBURG COUNTY
NORTH CAROLINA

ENVIRONMENTAL COURT

CR NUMBER:

CMPD INCIDENT:

RESPONSIBLE AGENCY
[ ] ANIMAL CONTROL [ ] BUILDING STANDARDS [ ] COMMUNITY DEVELOPMENT
[ ] COMMUNITY IMPROVEMENT [ ] ENVIRONMENTAL PROTECTION [ ] FIRE
[X] HEALTH DEPARTMENT [ ] ZONING [ ] OTHER: _____

OFFENSE LOCATION: 3510 Carmel Road	CITY: Charlotte	STATE: NC	ZIP: 28210
TAX PARCEL NUMBER: 209-153-02	DEED NUMBER:	DEED DATE:	
PROPERTY OWNER(S): Bascom Vernon Belk, III	R/S:	AGE/DOB:	
ADDRESS: 3510 Carmel Road	CITY: Charlotte	STATE: NC	ZIP: 28210
ALT. ADDRESS:	CITY:	STATE:	ZIP:
HOME TELEPHONE: (704) 341-7283	ALTERNATE TELEPHONE:		

COMPLAINANT:

ADDRESS:	CITY:	STATE:	ZIP:
ALT. ADDRESS:	CITY:	STATE:	ZIP:
HOME TELEPHONE:	ALTERNATE TELEPHONE:		

RELATIONSHIP TO PROPERTY OWNER:

SUMMARY OF COMPLAINT:

COMPLAINT DATE:

SUMMARY OF INVESTIGATION:

COMPLETION DATE:

VIOLATION(S) DETECTED: Owner is operating septic Type IV tank system without a valid maintenance contract w/a Certified Operator

STATUTE/ORDINANCE NUMBER(S): 130A-335(f), .1961(e)

-- PRIOR HISTORY/PRIOR VIOLATIONS --

-- ENFORCEMENT ACTIONS --

CITATION NUMBER(S) ISSUED:	DATE:	COMPLIED:
CRIMINAL SUMMONS PREPARED BY:	DATE:	SERVED:
CRIMINAL SUMMONS SERVED BY:	CODE #:	AGENCY:

WITNESS #1: Larry B. Thompson, Jr., R.S.			
ADDRESS: Mecklenburg County Health Dept. 700 N. Tryon St. Suite 211	CITY: Charlotte	STATE: NC	ZIP: 28207
ALTERNATE ADDRESS:	CITY:	STATE:	ZIP:
TELEPHONE: (704) 336-5568	ALTERNATE TELEPHONE: (704) 336-5102		
FACTS TO WHICH WITNESS CAN TESTIFY: Owner does not have a valid maintenance contract ~~for~~ with a Certified Operator for the ~~Type V~~ septic tank system that serves as the ~~wastewater~~ sewage treatment and disposal system for this residence.			
CAN WITNESS IDENTIFY DEFENDANT? [ ] YES [ ] NO	SUBPOENA THIS WITNESS? [ ] YES [ ] NO		

WITNESS #2:			
ADDRESS:	CITY:	STATE:	ZIP:
ALTERNATE ADDRESS:	CITY:	STATE:	ZIP:
TELEPHONE:	ALTERNATE TELEPHONE:		
FACTS TO WHICH WITNESS CAN TESTIFY:			
CAN WITNESS IDENTIFY DEFENDANT? [ ] YES [ ] NO	SUBPOENA THIS WITNESS? [ ] YES [ ] NO		

-- PHYSICAL EVIDENCE --

PHOTOGRAPHS? [ ] YES [ ] NO	WHERE STORED:
SPECIMEN (IDENTIFY):	TEST DATE:
DAMAGE ESTIMATE/TIME FOR COMPLIANCE:	
CERTIFIED COPY OF APPLICABLE ORDINANCE(S): [ ] IN FILE [X] IN COURTROOM	
RECORDS OF OWNERSHIP (IDENTIFY):	
NOTICE(S) OF VIOLATION: Mailed NOV: 6-28-99; 7-14-99	
OTHER: Letter of Violation mailed 5-13-99	

-- INVESTIGATOR/INSPECTOR --

NAME:	
POSITION:	AGENCY:
BUSINESS ADDRESS:	CHARLOTTE, N. C. 282____
TELEPHONE:	ALTERNATE TELEPHONE:
NOTES/REMARKS:	

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1909B DATE: 6/18/97

TC: 209-153-02 ☐ L

SERIAL Nº 17371

Permission is hereby given to ✓ Install ~~or Construct~~, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 6/18/97. All work shall be completed on or before 9/18/97, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth _____

Absorption and/or Nitrification Lines:

Trench Width 2 feet

Trench Walls Scored and Porous yes ✓ LINED

Total Line Length 280 feet

Number of Lines 4

Depth of Stone _____ inches

Distance from House 5 feet

Distance from Property Line 5 feet

Distance from ~~Well~~ MUNICIPAL ~~feet~~

NOTICE: This system shall not be installed while soils are in a wet condition.

NAME OF OWNER Louis Shafer

LOCATION OF PROPERTY 3510 Carmel Rd.

Comments: 1500 SEPTIC TANK, 1000 PUMP TANK WITH PPBPS. INSTALL According to design plan.

Lori Higgins Burney, RS.
Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

Mecklenburg County
Health Department

May 13, 1999

Bascom Vernon Belk, III
3510 Carmel Road
Charlotte, NC 28210

Re: 3510 Carmel Road

Dear Mr. Belk:

A required inspection was recently made of the Type IV septic system which serves as the wastewater treatment and disposal system for the residence located at 3510 Carmel Road, Charlotte, North Carolina.

A review of our files reveals that the required maintenance contract for this system has expired. Periodic maintenance of this type wastewater system is an important factor in extending the life of the drainfield as well as a requirement found in the General Statutes of North Carolina to protect public health. Section .1900 of the North Carolina Administrative Code, North Carolina Department of Environment, Health, and Natural Resources, Divisions of Environmental Health On-Site Wastewater Section, Subchapter 10A, Sanitation, states in part: "System management in accordance with Tables V(a) and V(b) of this Rule shall be required for all systems installed or repaired after July 1, 1992."

Enclosed is a copy of the information we have on file. Please submit a new contract with a certified operator to our office by June 10, 1999.

A list of certified operators in the immediate vicinity of Mecklenburg County is attached. If I can be of further assistance in this matter please feel free to contact me at (704)336-5568 between 8:00 - 9:00 am, Monday through Friday, or leave a message on my voice mail.

Sincerely,

Larry B. Thompson, Jr., R.S., Coordinator
Managed Systems Program
Individual Water and Wastewater Systems

Enclosure: Certified Operators List
Maintenance Contract

N. C. Department of Environment and Natural Resources/Division of Environmental Health

"FINAL NOTICE"

ON-SITE WASTEWATER VIOLATION NOTICE

7-14-99 (mailing date) LBT (initials)

Owner Bascom Vernon Belk, III

Mailing Address 3510 Carmel Road, Charlotte, NC 28210

Occupant _____

Location 3510 Carmel Road

☒ Residence ☐ Business ☒ Other Tax Parcel #209-153-02

You are hereby notified that you are violating the Rules adopted by the North Carolina Commission for Health Services or Article 11 of Chapter 130A of the General Statutes of North Carolina by owning or controlling a residence, place of business, or place of public assembly which is not provided with an approved wastewater system. Your wastewater system is not in compliance; the following corrections must be made. Consult your Local Health Department for advice and required permits by calling telephone number 336-5568/336-5102.

☐ Install/Repair wastewater system. You must obtain an Improvement Permit from the local health department prior to repairing your system.

☐ Other Repairs (*specify*) _____

☐ Eliminate wastewater discharge and connect to an approved wastewater system.

☒ Perform Maintenance (*specify*) Obtain a valid maintenance contract with a certified operator.

☐ Pit Privy must be repaired/constructed.

If the wastewater violation is not brought into compliance by July 28, 1999 appropriate legal action will be taken.

Notice Issued June 28, 1999 (Date) Signed Larry B. Thompson, Jr., R.S. (Division of Environmental Health) (Agent)

Compliance _____ (Date) Signed _____ (Division of Environmental Health) (Agent)

DENR 1108 (Revised 3/98)
On-Site Wastewater Section (Review 10/98)

341-7283

Kelly —
Please advise.
Legal action?
341-7283
Thanks,
Larry
398-3408

N. C. Department of Environment and Natural Resources/Division of Environmental Health

ON-SITE WASTEWATER VIOLATION NOTICE

Owner Bascom Vernon Belk, III

Mailing Address 3510 Carmel Road
Charlotte, NC 28210

Occupant _____

Location 3510 Carmel Road

☒ Residence ☐ Business ☒ Other Tax Parcel #209-153-02

You are hereby notified that you are violating the Rules adopted by the North Carolina Commission for Health Services or Article 11 of Chapter 130A of the General Statutes of North Carolina by owning or controlling a residence, place of business, or place of public assembly which is not provided with an approved wastewater system. Your wastewater system is not in compliance; the following corrections must be made. Consult your Local Health Department for advice and required permits by calling telephone number 336-5568/336-5102.

☐ Install/Repair wastewater system. You must obtain an Improvement Permit from the local health department prior to repairing your system.

☐ Other Repairs (*specify*) _____

☐ Eliminate wastewater discharge and connect to an approved wastewater system.

☒ Perform Maintenance (*specify*) Obtain a valid maintenance contract with a certified operator.

☐ Pit Privy must be repaired/constructed.

If the wastewater violation is not brought into compliance by July 28, 1999, appropriate legal action will be taken.

Notice Issued June 28, 1999 (Date) Signed Larry B. Thompson, Jr., R.S. (Division of Environmental Health) Agent

Compliance _____ (Date) Signed _____ (Division of Environmental Health) Agent

DENR 1108 (Revised 3/98)
On-Site Wastewater Section (Review 10/98)

STATE OF NORTH CAROLINA

COUNTY OF UNION

THIS AGREEMENT is made and entered into this 18th day of JULY, 19 97 by and between SCHAFER BUILDERS INC. (hereinafter the "Owner") and W T Norwood Inc. (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 LPP 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 LPP 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 Owner's system located at 3510 CARMEL RD. CHARLOTTE NC 28226

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 LPP System.

b. The Contractor shall perform the following routine maintenance procedures in accordance with the conditions of the Operation Permit:

(1) (from operation permit)
(2)
(3)

c. The Contractor shall report the results of its inspections 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 LPP 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 of the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefor at the Contractor's normal charge for services and materials.

f. The Contractor shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type LPP System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 48 hours after receipt of such request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $200.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not be increased more than 5 percent per year. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees 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 1½ percent per month.

b. Within 3-5 working days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the needed repairs were satisfactorily completed by another entity.

c. 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 terminated.

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 termination 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 provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 5 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above. If said authorization to complete needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect;

(c) 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.

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

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AGREEMENT: 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c); OR .1969

FILE # 19098
PARCEL # 209-153-02

The undersigned, SCHAFER BUILDERS, INC., owner of property located at 3510 CARMEL ROAD, (the "site") and described in an instrument recorded in Book 3609 at Page 49, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

The undersigned further acknowledges that the proper design, construction, operation and maintenance of such septic tank system is the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, and that neither the Department nor its officials, employees, or agents warrant or guarantee that the said system installed pursuant to the permit issued by the Department will function in a satisfactory manner for any given period of time or that the Department, its officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunction of such system.

The undersigned further acknowledges that the following conditions will apply to the site:

- Any changes on the property may make the Improvement Permit Null and void and may make the Improvement Permit subject to revocation.

FILE COPY
FILED FOR REGISTRATION
DOC. #
TIME
DATE
BOOK
PAGE
REC FEE
STAMPS
JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC

This instrument was prepared by: LOUIS SCHAFER
Mail after recording to: SCHAFER BUILDERS, INC.
1919 TANFIELD DR., MATTHEWS, N.C. 28105

- Do not grade, cut, fill, pave, construct a building or deck, dig a well, install a swimming pool or otherwise cover or disturb the soil (except for planting and maintaining grass or other ground covers) in a manner which will adversely affect the repair area or area where the septic tank system is located.

- When a private certified operator is required, no improvement permit for the designated repair shall be issued unless there is a private certified operator to carry out this management program in the service area where the proposed system is to be located. (Refer to Rule .1961, "Maintenance of Sewage Systems," for further information.)

- Additional fees will be required according to the Mecklenburg County user fee schedule applicable at the time for the issuance of a repair permit for any subsequent repairs to the sewage treatment and disposal system or for installation of a replacement system.

- At the time repairs to the sewage treatment and disposal system are to be made or a replacement system installed, the regulations in effect at that time will govern the repairs or installation of a replacement system.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless the Department, its employees, and officials, as well as Mecklenburg County and its employees and officials, for any damages or other claims of any person or persons whatsoever arising out of the installation, operation, or failure of said septic tank system.

Use of the singular masculine pronoun forms herein shall be deemed to also include the plural and feminine forms as the context may require.

This document shall be placed on the public records of the Register of Deeds of Mecklenburg County and indexed therein under the Grantor Index in the name or names of the undersigned, and the foregoing acknowledgements shall henceforth be binding on all persons claiming any right, title, or interest in the site.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 12th day of JUNE, 1997.

SCHAFER BUILDERS, INC.
(Corporate Name)

By: [signature]

_____ President

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ATTEST:

[signature]
_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Tammy Jones, a Notary Public for said County and State, do hereby certify that Mary Lynn Schafer personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 11th day of June, 1999.

[signature]
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES 12/13/2000

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Tammy Jones, a Notary Public for said County and State, do hereby certify that Mary Lynn Schafer personally came before me this day and acknowledged that She is _____ Secretary of SCHAFER BUILDERS, INC., a North Carolina corporation, and that by authority duly given and as the act and deed of said corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

WITNESS my hand and notarial seal, this 11th day of June, 1997.

Tammy Jones
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES 12/13/2000

LPP system upon thirty (30) days written notice to the Owner and to the local health department.

6. Use of Subcontractors. The Contractor may subcontract with such manufacturers, suppliers and contractors as it deems desirable to perform any of the Contractor's duties under this Agreement. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

8. 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.

7. Regulatory Amendments. References in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future.

8. 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 a 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.

9. Notice. Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid to the Party to be notified and addressed as follows:

To the Owner:
SCHAFER BUILDERS INC.

To the Contractor:
W T Norwood Inc.

To the Local Health Department:
Union County

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted delivery, as the case may be. Changes in the respective addresses to which notice may be directed may be made from time to time by either Party by notice to the other party.

10. Place of Agreement. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State

of North Carolina, notwithstanding the place of execution, or the order in which the signatures of the Parties are affixed.

11. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, agreements and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between 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.

12. 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 agree 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 the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

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

Louis W Sutton
(Owner)

Attest:

Brandy S. Blythe

(Contractor)

Attest:

Annie N Pfeiffer

(hrimecontract.gm)

FEE: _____ **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: _____ **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 6-10 97 PERMIT NO: 1909-B
PARCEL NO: 209-153-02

JOB LOCATION ADDRESS: 3510 Carmel Road
PROPERTY OWNER: Louis Schafer
BUILDING CONTRACTOR: " "
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: Wally Rondall DATE: 6-10-97
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 1909-B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS:
- agreement form must be executed and recorded prior to installation approval
- PPBPS type IV system
- certified operator required
- install in accordance w/ plan on file

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

Louis W Schafer 6/11/97
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number 1909-B

Tax Number: 209-153-02

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II III (IV) V VI	___ Conventional ✓ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
3 Long-term acceptance rate	480 Max gallons/day wastewater flow	580 Absorption Area (sq ft)	8 Trench spacing (min. on centers)	
NO Serviced by private well	1500 Gallon septic tank	280 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
4 Bedrooms in residence	1000 Gallon pump tank	30" Depth of ~~stone~~ sand		
Any surface waters present: No Type:		Minimum separation distance:		
Site modifications required:				
Additional Conditions: - agreement forms must be executed and recorded prior to installation approval - ppbps. type IV system - certified operator required - install w/plan on file				
Repair Area System Type Type (circle one): I II III IV V VI NA	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
___ Absorption Area (Sq ft) ___ Total Trench Length (Ft)	___ Depth of Stone Trench	___ Trench spacing (min. on centers)	___ Maximum Trench Depth	
For existing system, enter the year originally installed:				

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 Sewage, 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 Improvement permit is transferable.

6-10-97
DEHNR Authorized Agent Date

X [signature] 6/11/97
Owner/Agent Signature Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, N.C. 28202.
(704) 336-5102

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL, HEALTH,
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FEE: 100.00 CHK #3295 | APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM | 200.00 CHK #3297 5/20/97 JC [ ] CRT

DATE: 4/30/97

TYPE APPLICATION: X NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT,
HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FILE #: 19098

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 209-153-02

STREET ADDRESS: 3510 CARMEL ROAD

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

__ 0 MECKLENBURG
X 1 CHARLOTTE
__ 2 DAVIDSON
__ 3 CORNELIUS
__ 4 PINEVILLE
__ 5 MATTHEWS
__ 6 HUNTERSVILLE
__ 7 MINT HILL

CLOSING DATE 5/97

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)
__ DOUBLE WIDE (D)
X HOUSE (H)
__ MODULAR HOME (M)
__ MULTIPLE FAMILY (U)
__ OTHER (O)

HEATED SQUARE FOOTAGE: 3370

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE: BRICK CRAWLSPACE

__ WITHOUT BASEMENT
__ ON SLAB
X CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES __ NO TYPE: _____

WATER SUPPLY (CHECK ONE):
__ COMMUNITY (C)
X MUNICIPAL (M)
__ PRIVATE WELL (P)
__ SHARED WELL (S)
__ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES X NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS ? X YES __ NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER: SCHAFER BUILDERS, INC.

NAME: SCHAFER, LOUIS
(LAST) (FIRST) (MI)

ADDRESS: 1919 TANFIELD DR.

CITY: MATTHEWS STATE: NC ZIP: 28105

DAYTIME PHONE: (704) 847-1288

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 12/23/96

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. 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: Louis Schafer DATE: 4/30/97

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

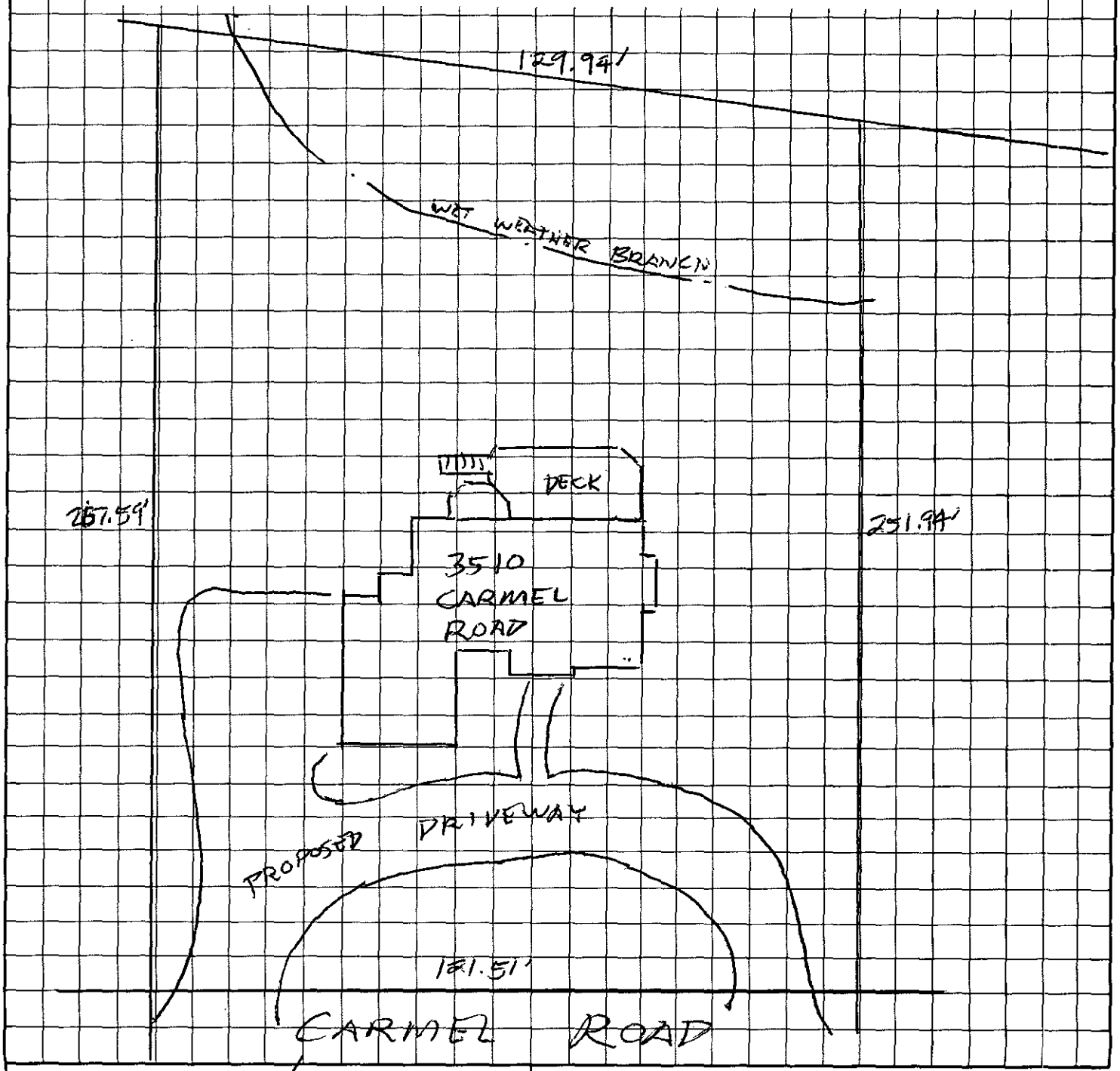
PROPOSED PLOT PLAN

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

FILE: 1909B

TC: 209-153-02

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.



OWNER/AGENT SIGNATURE

DATE 4/30/95

APPROVAL DATE _____

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

FILE # 14090

THIS IS TO CERTIFY THAT ON THE 13TH DAY OF NOVEMBER, 96 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS IF ANY ARE SHOWN HEREON.

FOUNDATION PHYSICAL SURVEY MADE 11/25/97

SIGNED William A. Soiset

REGISTERED SURVEYOR
WILLIAM A. SOISET
1457 WEST JOHN ST.
MATTHEWS, N.C. 28105
PHONE: 704-847-4581

NORTH* *BEARINGS ORIENTED WITH LINE NOTED (*), AS DESCRIBED IN DEED BOOK 3609, P. 49

~ KINGSDALE ~
MAP BOOK 10, P. 217
~ LOT 5 ~

JAMES DARYL TIDDY & WIFE KAREN W. TIDDY ~
DEED BOOK 7571, P. 730

N. 31°-17'-00" E.* 129.94'

1" IRON PIPE (FOUND)
10.0'
N. 31°-17'-00" E.*
GUY
3/4" IRON ROD (FOUND)
3/4" IRON PIPE (FOUND)
ADJOINER'S WOOD FRAME SWING SET (ENCROACHMENT)

LEGEND
2 — ELECTRIC POWER

ROADBED
OLD
PROPOSED SANITARY SEWER
15'
WET WEATHER BRANCH

GRAPHIC SCALE
0 20 40 60 80 100

~ DAVID H. JOHNSON & WIFE MARY M. JOHNSON ~
DEED BOOK 4496, P. 965

267.64' (TOTAL)
N. 66°-37'-15" W.
237.59'

~ MAURICE B. SEAVER & WIFE BOBBIE B. SEAVER ~
DEED BOOK 2663, P. 557

S. 69°-30'-45" E. 221.94'
251.94' (TOTAL)

~ KINGSWOOD ROAD ~
(80' PUBLIC R/W)

0.805 ACRE GROSS
-0.097 " " ROAD R/W
0.708 " " NET

No. 3510
~ FOUNDATION ~

1" IRON ROD (FOUND)
1/2" IRON PIPE (FOUND)
1/2" IRON ROD (SET)
R/W

S. 24°-27'-45" W. 121.51
S. 22°-14'-26" W. 18.46
S. 24°-27'-45" W. 121.61
S. 22°-04'-20" W. 19.88

300.6'
30.0' R/W

~ ROAD RIGHT-OF-WAY AREA ALSO OCCUPIED BY WATER AND GAS MAINS ~

P.K. NAIL (SET)
OLD "CENTERLINE"
P.K. NAIL (SET)

~ CARMEL ROAD ~
(VARIABLE WIDTH PUBLIC R/W)
(60' WIDE PUBLIC R/W)

VICINITY MAP
(NOT TO SCALE)
SHARON VIEW ROAD
CARMEL ROAD
SITE
CRANLEY DR.
WALLACE NEALE RD.
CARMEL RD.

ZONED R-3

I, WILLIAM A. SOISET, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY BY ME; THAT THE PRECISION OF CLOSURE IS 10,000 OR BETTER, THAT THE MAXIMUM ANGULAR ERROR IS 25 SECONDS PER TURN; THAT IT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 13TH NOVEMBER, 1996

William A. Soiset

BOUNDARY & PHYSICAL SURVEY

OF

35,059 SQ. FT. OR 0.805 ACRES - GROSS
30,831 SQ. FT. OR 0.708 ACRES - NET

CITY OF CHARLOTTE, MECKLENBURG CO., N.C.

SCALE 1" = 30'

THE PROPERTY OF SCHAFER BUILDERS, INC.

MAP RECORDED IN BOOK AT PAGE DEED RECORDED IN BOOK PAGE

DEED REF: DEED BOOK 3609, P. 49
TAX MAP REF: 209-153-02

A-581

MCHD

File: 1909-B

(4) Bedrm. (PPBPS) Panel Block
Septic System. Pumped.

843-1750

Post-it® Fax Note 7671	Date 6/17	# of pages ▶ 4
To Larry Norwood	From Toni Higgins	
Co./Dept.	Co. Mech Co.	
Phone # 843-3298	Phone # 336-5572	
Fax # 843-1750	Fax # 336-6894	

SYSTEM TYPE:
- CONVENTIONAL
- CONVENTIONAL (SH
- 8-INCH PPBPS-GRA
- 8-INCH PPBPS-PRE
- 16-INCH PPBPS-GR
- * 16-INCH PPBPS-PRESSURE DISTRIBUTION (4) Bedrm.
- LPPS
- OTHER

SPECIALIZED EQUIPMENT OR REQUIREMENTS:

- DROP BOX
- (1)- DISTRIBUTION BOX/Valve Box
- DIPPER BOX
- FLOW DIVIDER
- WASH BOX
- SPECIAL FITTINGS - (4) gate valves
- PRESSURE MANIFOLD
- SIPHON
- MULTIPLE PUMPS
- OTHER
- WELL ABANDONEMENT
- EASEMENT
- LOT COMBINATION/SURVEY
- EARTHEN SURFACE SWELL
- FRENCH/CURTAIN DRAINS
- GREASE INTERCEPTOR
- PUMP TANK/RISER, 1,000 gal.
- SAPROLITE TEST

1,500 gal. SEPTIC TANK

* Agreement. Forms

LINE	#PANELS PER LINE	#HOLES PER PANEL	HOLE SIZE	HOLE SPACING	LINE HEAD	LINE LENGTH	HOLE FLOW	PER MINUTE LINE FLOW	ELEV.
L1	16	1	5/32	4.3	3	70'	.50	8	100.9
L2	16	1	5/32	4.3	3	70'	.50	8	101.4
L3	16	1	5/32	4.3	3	70'	.50	8	102.1
L4	16	1	5/32	4.3	3	70'	.50	8	102.5
	64 panels					280'		32 gpm.	

COPY

T. Whitaker
866-9540

1/5

DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

D 460 #2

Sheet 1 of
PROPERTY ID #:
COUNTY:

SOIL/SITE EVALUATION *for* ON-SITE WASTEWATER SYSTEM

1909 B
209-153-02

OWNER: DeMaher Builders Inc. APPLICANT:
ADDRESS: 199 Longfield Dr., Wallace APPLICATION DATE: DATE EVALUATED:
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 440gpd PROPERTY SIZE: .70
LOCATION OF SITE: 3510 Carmel Road PROPERTY RECORDED:
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 5-20% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-12"	compacted/scl	Fi/SEXPlss/sP	46" TO soil wetness	46"	N/A	None	PS .39/F2 IV
		12-48"	sBK/c	Fi/SEXPlS/P					
2	DW	0-24"	gr/scl	Fv/SEXPlss/sP	2.5Y3/2 @26"	36"	N/A	None	US
		24-36"	gr/sl	Fv/SEXPlvss/NP					
3	LS	0-6"	gr/scl	Fv/SEXPlss/sP	48" TO soil wetness	46"	N/A	None	PS .39/F2 IV
		6-38"	sBK/c	Fi/SEXPlS/P					
		38-46"	sBK/scl	Fv/SEXPlss/sP					
4	LS	0-8"	gr/scl	Fv/SEXPlss/sP	27" TO soil wetness	26"	N/A	None	US IV
		8-27"	sBK/c	Fi/SEXPlS/P					
5	LS	0-4"	gr/scl	Fv/SEXPlss/sP	46" TO soil wetness	46"	N/A	None	PS IV .39/F2
		4-38"	sBK/c	Fi/SEXPlS/P					
		38-46"	sBK/scl	Fv/SEXPlss/sP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	01S	
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: William A. Marlin 5-597
OTHER(S) PRESENT: LSS

COMMENTS: Lot is not 100% Acacia

LEGEND

use the following standard abbreviations

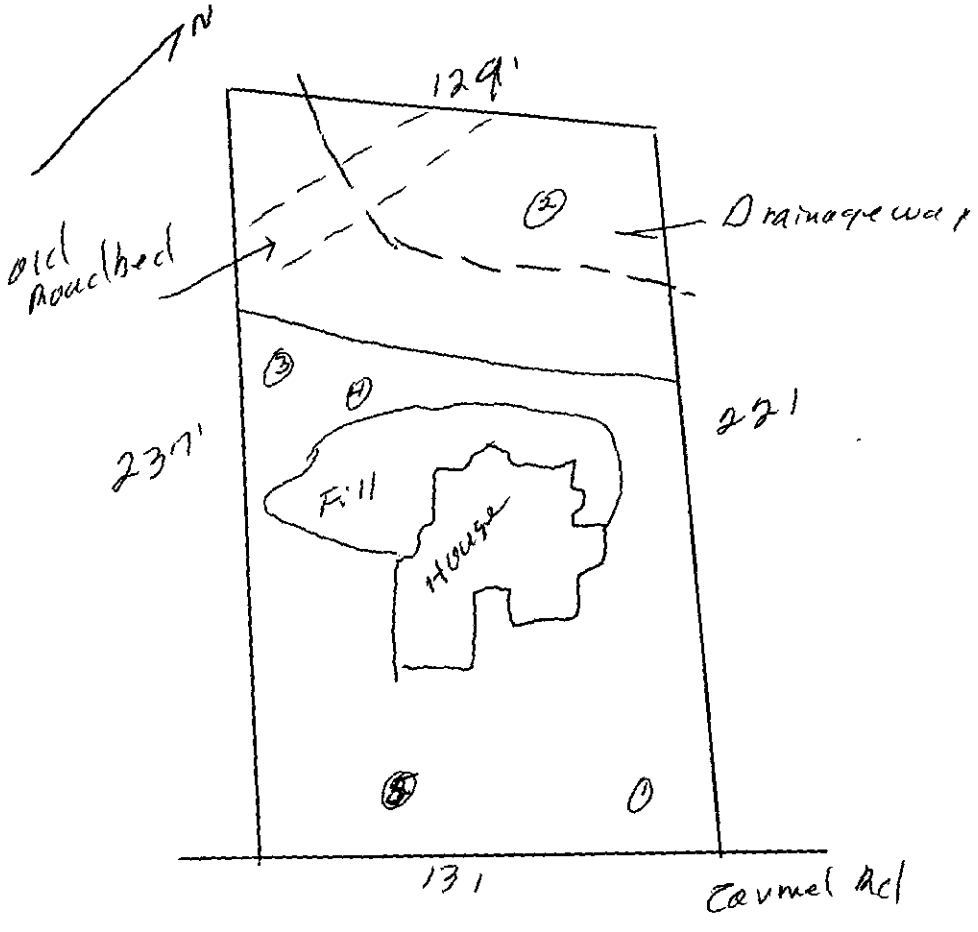
LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) I (Drainage Way) LS (Debris Slump) P (Flood Plain) S (Foot Slope) H (Head Slope) (Linear Slope) (Nose Slope) (Ridge) (Shoulder Slope) (Terrace)	I	S (Sand) LS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

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/ft²

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



File # 1998

THIS IS TO CERTIFY THAT ON THE 13TH DAY OF NOVEMBER, 1996 I, SURVEYED THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS IF ANY ARE SHOWN HEREON.

FOUNDATION PHYSICAL SURVEY MADE 11/25/97

SIGNED William A. Soiset

REGISTERED SURVEYOR
WILLIAM A. SOISET
1457 WEST JOHN ST.
MATTHEWS, N.C. 28105
PHONE: 704-847-4581

NORTH*
*BEARINGS ORIENTED WITH LINE NOTED (*), AS DESCRIBED IN DEED BOOK 3609, P. 49

~ KINGSDALE ~
MAP BOOK 10, P. 217
~ LOT 5 ~

~ JAMES DARYL TIDDY & WIFE KAREN W. TIDDY ~
DEED BOOK 7571, P. 730

N. 31°-17'-00" E.*

1" IRON PIPE (FOUND)

10.0'

GUY

N. 31°-17'-00" E.* 129.94'

3/4" IRON PIPE (FOUND)

NO JOINER'S WOOD FRAME SWING SET (ENCROACHMENT)

LEGEND
— E — ELECTRIC POWER

ROADBED

OLD

PROPOSED SANITARY SEWER

WET WEATHER BRANCH

3/4" IRON ROD (FOUND)

~ DAVID H. JOHNSON & WIFE MARY M. JOHNSON ~
DEED BOOK 4496, P. 965

267.64' (TOTAL)

237.59'

N. 66°-37'-15" W.

0.805 ACRE GROSS
-0.097 " " ROAD R/W
0.708 " " NET

~ MAURICE B. SEAVER & WIFE BOBBIE B. SEAVER ~
DEED BOOK 2663, P. 557

S. 69°-30'-45" E. 221.94'

251.94' (TOTAL)

No. 3510
~ FOUNDATION ~

GRAPHIC SCALE
0 20 40 60 80 100

~ KINGSWOOD ROAD ~
(80' PUBLIC R/W)

VICINITY MAP
(NOT TO SCALE)
SHARON VIEW ROAD
KINGSBRIDGE RD.
SITE
CROMARTY DR.
MIDDLEBURY DR.
CARMEL RD.

ZONED R-3

I, WILLIAM A. SOISET, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY BY ME: THAT THE PRECISION OF CLOSURE IS 10,000 OR BETTER, THAT THE MAXIMUM ANGULAR ERROR IS 25 SECONDS PER TURN; THAT IT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY HAND AND SEAL THIS 13TH NOVEMBER, 1996

William A. Soiset

1" IRON ROD (FOUND)

R/W

½" IRON ROD (SET)

½" IRON PIPE (FOUND)

S. 24°-27'-45" W. 121.51'

18.46

S. 22°-14'-26" W.

~ ROAD RIGHT-OF-WAY AREA ALSO OCCUPIED BY WATER AND GAS MAINS ~

30.0'

P.K. NAIL (SET)

OLD CENTERLINE

S. 24°-27'-45" W. 121.61'

19.88

S. 22°-04'-20" W.

~CARMEL ROAD~

(VARIABLE WIDTH PUBLIC R/W)

(60' WIDE PUBLIC R/W)

R/W

BOUNDARY & PHYSICAL SURVEY
OF
35,059 SQ. FT. OR 0.805 ACRES - GROSS
30,831 SQ. FT. OR 0.708 ACRES - NET
CITY OF CHARLOTTE, MECKLENBURG CO., N.C.

SCALE 1"=30'

THE PROPERTY OF SCHAFER BUILDERS, INC.

MAP RECORDED IN BOOK AT PAGE DEED RECORDED IN BOOK PAGE
DEED REF: DEED BOOK 3609, P. 49
TAX MAP REF: 209-153-02

DUNCAN-PARNELL, INC. CHARLOTTE, NC 800-768-7788 333270

A-581

File No.

ENV

MISDEMEANOR CRIMINAL SUMMONS

Offense: Sewage Disposal / Maintenance

THE STATE OF NORTH CAROLINA VS.

Name, Address & Telephone No. Of Defendant:
Bascon Vernon Belk, III
3510 Carmel Road
Charlotte, NC 28211O

Race	Sex	Date Of Birth	Age
	Male	unknown	unknown

Social Security No.: unknown
Drivers License No. & State: unknown

Name Of Defendant's Employer: unknown

Offense Code:
Offense In Violation Of G.S.: 130A-335(f); .1961(e)
Date Of Offense: 5-13-99

Complainant (Name, Address Or Department, Phone No.):
Larry B. Thompson, Jr., R.S.
700 N. Tryon Street Suite 211
Charlotte NC 28202
Mecklenburg County Health Dept.
~~Eh~~ Environmental Health Division

Witnesses (Names, Addresses, Phone Numbers)

STATE OF NORTH CAROLINA

Mecklenburg County

In The General Court Of Justice
District Court Division

To the defendant:

I, the undersigned, find that there is probable cause to believe that on or about the date of offense shown and in the county named above you unlawfully ~~and willfully~~ did while owning residence located at 3510 Carmel Road, Charlotte, NC, tax parcel no. 209-153-02, failed to obtain a valid maintenance Contract ~~for~~ with a Management entity for the ~~wastewater treatment~~ sewage treatment ~~and~~ and disposal system as required under G.S. 130A-335(f) and .1961(e).

This act was in violation of the law referred to in this Criminal Summons. This Summons is issued upon information furnished under oath by the complainant listed. You are ORDERED to appear before the Court at the location, date and time indicated below to answer to the charge. If you fail to appear, an order for your arrest may be issued and you may be held in CONTEMPT OF COURT and imprisoned for up to thirty (30) days or fined up to $500.00 or both. This penalty for failure to appear is in addition to any sentence which may be imposed for the crime charged.

Date Issued	Signature	Location Of Court

Date Of Service	☐ Magistrate ☐ Deputy CSC ☐ Assistant CSC ☐ Clerk Of Superior Court	Court Date	Court Time ☐ AM ☐ PM

AOC-CR-113
Rev. 10/94 (Structured Sentencing)

(Over)

File No.

MISDEMEANOR CRIMINAL SUMMONS

ENV

Offense: Sewage Disposal/Maintenance

THE STATE OF NORTH CAROLINA VS.

Name, Address & Telephone No. Of Defendant:
Bascom Vernon Belk, III
3510 Carmel Road
Charlotte, NC 28226

Race	Sex	Date Of Birth	Age
unknown	male	unknown	unknown

Social Security No.	Drivers License No. & State
unknown	unknown

Name Of Defendant's Employer: unknown

Offense Code	Offense In Violation Of G.S.
	130A-335(G);.1961(e)
	Date Of Offense: 5-13-99

Complainant (Name, Address Or Department, Phone No.)
Larry B. Thompson, Jr., R.S.
Mecklenburg County Health Dept.
Environmental Health Division
700 N. Tryon Street, Suite 211
Charlotte, NC 28202 336-5568

Witnesses (Names, Addresses, Phone Numbers)
Larry B. Thompson, Jr., R.S.
Mecklengurg County Health Dept.
Environmental Health Division
700 N. Tryon Street, Suite 211
Charlotte, NC 28202 336-5568

STATE OF NORTH CAROLINA

MECKLENBURG County

In The General Court Of Justice
District Court Division

To the defendant:

I, the undersigned, find that there is probable cause to believe that on or about the date of offense shown and in the county named above you unlawfully ~~and willfully~~ did while owning residence located at 3510 Carmel Road, Charlotte, North Carolina, tax parcel no. 209-153-02, failed to obtain a valid maintenance contract with a management entity for the sewage treatment and disposal system as required under G.S. 130A-335(f),.1961 (e).

This act was in violation of the law referred to in this Criminal Summons. This Summons is issued upon information furnished under oath by the complainant listed. You are ORDERED to appear before the Court at the location, date and time indicated below to answer to the charge. If you fail to appear, an order for your arrest may be issued and you may be held in CONTEMPT OF COURT and imprisoned for up to thirty (30) days or fined up to $500.00 or both. This penalty for failure to appear is in addition to any sentence which may be imposed for the crime charged.

Date Issued	Signature		Location Of Court	
Date Of Service	☐ Magistrate ☐ Assistant CSC	☐ Deputy CSC ☐ Clerk Of Superior Court	Court Date	Court Time ☐ AM ☐ PM

If this Criminal Summons is not served within ninety (90) days, it must be returned to the Clerk of Court in the county in which it was issued with the reason for the failure of service noted thereon. The officer must state all steps taken by the department in attempting to serve the summons and any information obtained about the whereabouts of the defendant.

RETURN OF SERVICE

I certify that this Criminal Summons was received and served as follows:

Date Received	Date Served	Date Returned

☐ By personally serving this Criminal Summons on the defendant.

☐ This Criminal Summons WAS NOT served for the following reason:

Signature Of Officer Making Return

Department Or Agency Of Officer

REISSUANCE

Date	Signature	
		☐ Dep. CSC ☐ Assist. CSC ☐ CSC

RETURN FOLLOWING REDELIVERY

I certify that this Criminal Summons was received and served as follows:

Date Received	Date Served	Date Returned

☐ By personally serving this Criminal Summons on the defendant.

☐ This Criminal Summons WAS NOT served for the following reason:

Signature Of Officer Making Return

Department Or Agency Of Officer

APPEAL ENTRIES

☐ The defendant, in open court, gives notice of appeal to the Superior Court.

☐ The current pretrial release order is modified as follows:

Date	Signature Of District Court Judge

District Attorney	Attorney For Defendant At Time Of Trial Or Plea	☐ Appointed ☐ Retained ☐ Waived	PRIOR CONVICTIONS: No./Level: 0 ☐ I (0) ☐ II (1-4) ☐ III (5+)

PLEA: ☐ guilty ☐ no contest ____ VERDICT: ☐ guilty ____ M.C.L. ☐ A1 ☐ 1 ☐ 2 ☐ 3

☐ guilty ☐ no contest ____ ☐ guilty ____ M.C.L. ☐ A1 ☐ 1 ☐ 2 ☐ 3

☐ not guilty ____ ☐ not guilty ____

JUDGMENT: The defendant appeared in open court and freely, voluntarily and understandingly entered the above plea; on the above verdict it is **ORDERED** that the defendant: ☐ pay costs and a fine of $____.

☐ be imprisoned for a term of ____ days in the custody of the sheriff. ☐ DOC. Pretrial credit ____ days served.

☐ Work release ☐ is recommended. ☐ is not recommended. [☐ is ordered. *(use form AOC-CR-602)*]

☐ The Court finds that a ☐ longer ☐ shorter period of probation, than that which is specified in G.S. 15A-1343.2(d), is necessary.

☐ With defendant's consent, execution of the sentence is suspended and the defendant is placed on unsupervised probation for ____ months, subject to the following conditions: (1) commit no criminal offense in any jurisdiction. (2) possess no firearm, explosive or other deadly weapon listed in G.S. 14-269. (3) remain gainfully and suitably employed or faithfully pursue a course of study or of vocational training, that will equip the defendant for suitable employment, and abide by all rules of the institution. (4) satisfy child support and family obligations, as required by the Court. (5) pay to the Clerk the costs of court and any additional sums shown below.

Fine	Restitution*	Attorney's Fee	Community Service Fee	Other
$	$	$	$	$

*Name(s), address(es), amount(s) & social security number(s) of aggrieved party(ies) to receive restitution:

☐ 6. complete ____ hours of community service during the first ____ days of probation, as directed by the community service coordinator, and pay the fee prescribed by G.S. 143B-475.1(b) within ____ days.

☐ 7. not be found in or on the premises of the complainant or ____.

☐ 8. not assault, communicate with or be in the presence of the complainant or ____.

☐ 9. Other: ____

It is **ORDERED** that this: ☐ Judgment is continued upon payment of costs.

☐ case be consolidated for judgment with ____.

☐ sentence is to run at the expiration of the sentence in ____.

☐ **COMMITMENT:** It is **ORDERED** that the Clerk deliver two certified copies of this Judgment and Commitment to the sheriff and that the sheriff cause the defendant to be retained in custody to serve the sentence imposed or until the defendant shall have complied with the conditions of release pending appeal.

Date	Name Of District Court Judge (Type Or Print)	Signature Of District Court Judge

CERTIFICATION

I certify that this Judgment is a true and complete copy of the original which is on file in this case.

Date	Date Delivered To Sheriff	Signature	
			☐ Dep. CSC ☐ Assist. CSC ☐ CSC

NOTE: ***If DWI, use AOC-CR-301 (active) or AOC-CR-310 (probation). If active sentence to DOC, use AOC-CR-602. If supervised probation, use AOC-CR-604.***

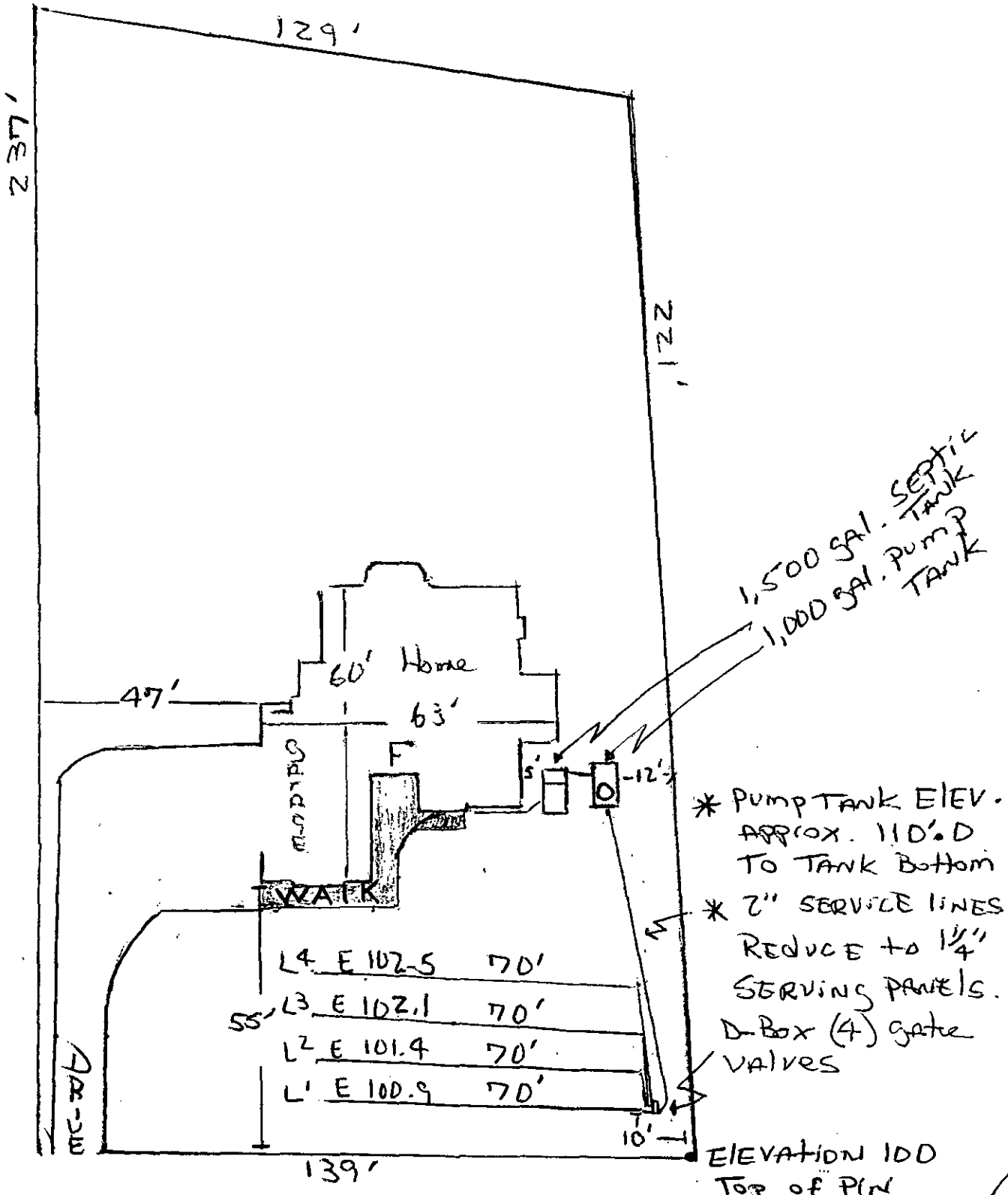
MCHD
File: 1909-B

DESIGN SPECIFICATIONS

Daily waste flow	480	gal.
Septic tank size	1,500	gal.
Pumping tank size	1,000	gal.
Effluent loading rate	.3	gal/ft²/day
Absorption area	1,600	ft.
Total length of laterals	275	ft.
Lateral diameter	1 1/4	in.
Lateral configuration	(4) 68.8	No. and length of lines
Supply line length	60	ft.
Supply line diameter	2	in.
Manifold placement	END	
Hole size*	5/32	in.
Hole spacing	4.3	ft.
Number of holes	64	
Flow per hole	.50	gpm
Total flow	32	gpm
Elevation head	9	ft.
Friction head	1.7	ft. 20% added
Pressure head	3	ft.
Total head	13.7	ft.
Pump requirements 4/10 H.P.	32	gpm @ 13.7 ft. of head
Storage volume in laterals	230.4	gal.
Storage volume in supply line	9.7	gal.
Total storage volume	240	gal.
Dosing volume	120	gal.
Dosing depth	6	in. draw down
Check valve needed ?	NO	
	4	minute pumping cycle

(4) Bedrm. Pumped (PPBPS) PANEL
Block SEPTIC System.
(4) 70' PANEL LINES = 280'

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(4) Bedrm. Pumped PANEL Block
SEPTIC PLAN: SPECS:

(1) 1,500 gal. SEPTIC TANK
(1) 1,000 gal. PUMP TANK
(1) Valve Box (D-Box) to accommodate (4) gate valves.
(4) 70' PANEL LINES = 280' (ACTUAL is 275.2')
(16) PANELS PER LINE = 64 PANELS

