

7012 CEDARBROOK DR

11119136

1/8/2008

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
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NORTH CAROLINA
FIVE YEAR LIMITED WARRANTY
Approved Effective April 24, 2002

Ring Industrial Group ("Ring") hereby extends, for a period of FIVE (5) YEARS, the following Limited Warranty to the system owner who acquires through an authorized EZflow Brand drain field system installer a new EZflow Brand drain field system located in the State of North Carolina. The drain field system is warranted to be free from defective materials and workmanship and to perform in accordance with the state performance requirements (15A NCAC 18A Section .1900) in effect on the date of installation. This Limited Warranty applies only to those EZflow Brand drain field systems whose trench length modification has greater than a 25% reduction as compared to the sizing standard for a conventional gravel trench as permitted by the State of North Carolina. This Limited Warranty is subject to the terms and conditions stated below.

I. WARRANTY ELIGIBILITY:

The system owner is eligible for this Limited Warranty provided all of the terms and conditions of this Limited Warranty are strictly followed. The terms of this warranty shall transfer from the original system owner to subsequent system owners for the duration of this Limited Warranty. This Limited Warranty covers only the performance of the EZflow Brand drain field system as manufactured and installed in accordance with the manufacturer's design specifications and current state regulatory approval.

II. CONDITIONS OF LIMITED WARRANTY:

This Limited Warranty shall only apply if the EZflow Brand drain field system is installed for use with domestic strength effluent and located in the State of North Carolina and all of the following terms and conditions are satisfied:

(i) The design and installation of the EZflow Brand drain field system is according to all applicable plumbing and building codes, ordinances, requirements and regulations.

(ii) The design and installation of the EZflow Brand drain field system is strictly according to the rules and regulations of the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.

(iii) The design and installation of the EZflow Brand drain field system is strictly according to all applicable permitting procedures for the EZflow Branddrain field systems adopted by the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.

(iv) The EZflow Brand drain field system is subject to use permitted by the applicable North Carolina rules and regulations for on-site systems.

(v) Only an authorized EZflow Brand drain field system installer shall perform the installation of the EZflow Brand drain field system.

III. WHAT IS WARRANTED AND FOR HOW LONG:

The EZflow Brand prefabricated nitrification drain field system is warranted for FIVE (5) YEARS from the date of issuance of the Certificate of Occupancy, or the date of issuance of the Operation Permit, which ever is later

If the EZflow Brand drain field system fails within the five (5) year period of this Limited Warranty and all of the terms, conditions and requirements of this Limited Warranty have been met, Ring shall provide all materials and labor that may be necessary to provide a fully functional wastewater system at no cost to the system owner. This section shall not be construed to require that a manufacturer warrant an innovative wastewater system that is not properly sized to meet the design load required for a particular use, that is improperly installed, or that is improperly operated and maintained, in accordance with 15A NCAC 18A .1900 et. seq. Warranty repairs such as full replacement of the nitrification system, extension of the nitrification system or other repairs shall be completed pursuant to a repair Authorization to Construct to be issued by the local health department in accordance with 15A NCAC 18A .1900 et. seq. Rule .1961(1).

A system failure is defined by North Carolina 15A NCAC 18A .1900 rules.

IV. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY:

1. The septic tank and all septic tank filters, unless required to make the system fully functional.
2. Effluent distribution box(es) and headers, unless required to make the system fully functional.
3. Improper installation.
4. Plastic pipe not authorized by Ring to be used with the EZflow Brand drain field system.
5. Failure due to excessive use or improper use as defined by state rules for on-site wastewater systems, including, but not limited to, excessive water usage, improper grease disposal, or failure to remove septic tank solids (digested sludge).
6. Landscaping costs other than those specified by rule.
7. Failure due to improper sizing as defined by state rules.
8. Repair work performed prior to a claim or which is done without Ring authorization.
9. This Limited Warranty does not extend to incidental, consequential, special, indirect or punitive damages.
10. Drain fields repaired or modified by an unauthorized EZflow installer.

V. RING OBLIGATIONS:

No representative of the company has the authority to change this warranty in any manner whatsoever, or to extend this warranty. No warranty applies to any party other than the original system owner or subsequent system owner.

VI. OWNER'S OBLIGATION:

1. Must have a signed and dated Operation Permit from the duly authorized representative of the North Carolina state agency or state-authorized agency that is responsible for EZflow Brand drain field system inspection and approval.
2. Must have a Warranty Certificate from an authorized EZflow Brand drain field system installer.
3. The system owner must notify the company in writing at its corporate headquarters within 90 days of being notified by an authorized agent of the state that the system has failed. Notice shall be sent to Ring Industrial Group, 65 Industrial Park Road, Oakland, TN 38060.
4. The system owner must have the septic tank solids (digested sludge) properly removed in accordance with state rules for on-site systems.

VII. DISCLAIMER AND LIMITATION ON IMPLIED WARRANTIES:

ALL WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF EZFLOW BRAND DRAIN FIELD SYSTEM TO THE NORTH CAROLINA SYSTEM OWNER, ARE, BY LAW, LIMITED TO FIVE (5) YEAR DURATION FOR THE EZFLOW BRAND DRAIN FIELD SYSTEM AND ITS CONSTITUENT PARTS, AND ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT OR TORT. THE COMPANY SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY, PENALTIES OR LIQUIDATED DAMAGES, LOSS OF PRODUCTION AND PROFITS, OVERHEAD COSTS, OR OTHER LOSS OR EXPENSE. SPECIFICALLY EXCLUDED ARE DAMAGE DUE TO WATER DAMAGE, ORDINARY WEAR AND TEAR, ALTERATION, ACCIDENT, MISUSE, ABUSE, OR NEGLECT; THE UNITS BE SUBJECTED TO STRESSES OR VEHICULAR TRAFFIC GREATER THAN THOSE PRESCRIBED IN THE INSTALLATION INSTRUCTIONS OR OPERATION INSTRUCTIONS; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE OPERATION INSTRUCTIONS; THE SYSTEM FAILURES DETERMINED TO BE DUE TO NON-COMPLIANCE WITH THE ON-SITE WASTEWATER LAW OR RULES (130A-133, et. seq.; 15A NCAC 18A Section .1900) INCLUDING BUT NOT LIMITED TO IMPROPER SITING, EXCESSIVE WATER USAGE, IMPROPER GREASE DISPOSAL, PLACEMENT OF IMPROPER MATERIALS INTO THE SYSTEM, IMPROPER OPERATION OR IMPROPER MAINTENANCE; OR ANY OTHER EVENT NOT CAUSED BY THE COMPANY. THIS PERMIT SHALL BE VOID IF THE SYSTEM OWNER FAILS TO COMPLY WITH ALL OF THE TERMS SET FORTH IN SECTION II AND IV OF THIS WARRANTY.

FURTHERMORE, IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S), THE DRAIN FIELD SYSTEM, OR ANY THIRD PARTY RESULTING FROM SHIPMENT OF THE DRAIN FIELD SYSTEM, OR FROM ANY PRODUCT LIABILITY CLAIMS OF THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S) OR ANY THIRD PARTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. NORTH CAROLINA LAW MAY GIVE YOU CERTAIN SPECIFIC OTHER RIGHTS WHICH ARE NOT MENTIONED HEREIN.

VIII. TRANSFER OF WARRANTY

This warranty extends to the original system owner and to each subsequent owner of the system during the term of this Limited Warranty.

"I acknowledge to the company and the system owner that the wastewater system and the EZflow Brand drain field system have been installed in accordance with the installation instructions of the company, state wastewater laws and rules, the innovative wastewater system approval, the improvement permit and authorization to construct, and any conditions on the permit or authorization to construct, and other applicable laws and rules."

IX. INSTALLER CERTIFICATION

Business Name of Installer R-C-S., INC. Name of Person signing (Print) CATHY HUDSON

Date 5-4-04

This warranty is provided in triplicate. One copy shall go to Ring Industrial Group, one to the local health department, and one to the system owner

Write: Ring Industrial Group
65 Industrial Park Road
Oakland, TN 38060
Toll Free Phone: (800) 280-6333

7012 CEDARBROOK

MECIC CO. FAY 336-6894

NORTH CAROLINA FIVE YEAR LIMITED WARRANTY

Approved Effective April 14, 2002

[illegible] Industrial Group ("Ring") hereby extends, for a period of FIVE (5) YEARS, the following Limited Warranty to the system owner who acquires through an authorized [illegible] brand drain field system installer a new EZflow Brand drain field system located in the State of North Carolina. The drain field system is warranted to be free from defective [illegible] and workmanship and to perform in accordance with the state performance requirements (15A NCAC 18A Section .1900) in effect on the date of installation. This Limited [illegible] applies only to those EZflow Brand drain field systems whose trench length modification has greater than a 25% reduction as compared to the sizing standard for a [illegible] trench as permitted by the State of North Carolina. This Limited Warranty is subject to the terms and conditions stated below.

I. WARRANTY ELIGIBILITY:

[illegible] system owner is eligible for this Limited Warranty provided all of the terms and conditions of this Limited Warranty are strictly followed. The terms of this warranty shall [illegible] from the original system owner to subsequent system owners for the duration of this Limited Warranty. This Limited Warranty covers only the performance of the EZflow Brand [illegible] known as manufactured and installed in accordance with the manufacturer's design specifications and current state regulatory approval.

II. CONDITIONS OF LIMITED WARRANTY:

This Limited Warranty shall only apply if the EZflow Brand drain field system is installed for use with domestic strength effluent and located in the State of North Carolina and [illegible] following terms and conditions are satisfied:

- The design and installation of the EZflow Brand drain field system is according to all applicable plumbing and building codes, ordinances, requirements and regulations.
- The design and installation of the EZflow Brand drain field system is strictly according to the rules and regulations of the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.
- The design and installation of the EZflow Brand drain field system is strictly according to all applicable permitting procedures for the EZflow [illegible] drain field systems adopted by the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.
- The EZflow Brand drain field system is subject to use permitted by the applicable North Carolina rules and regulations for on-site systems.
- Only an authorized EZflow Brand drain field system installer shall perform the installation of the EZflow Brand drain field system.

III. WHAT IS WARRANTED AND FOR HOW LONG:

The EZflow Brand prefabricated nitrification drain field system is warranted for FIVE (5) YEARS from the date of issuance of the Certificate of Occupancy, or the date of [illegible] of the Operation Permit, which ever is later.

If the EZflow Brand drain field system fails within the five (5) year period of this Limited Warranty and all of the terms, conditions and requirements of this Limited Warranty [illegible] Ring shall provide all materials and labor that may be necessary to provide a fully functional wastewater system at no cost to the system owner. This section shall not be [illegible] require that a manufacturer warrant an innovative wastewater system that is not properly sized to meet the design load required for a particular use, that is improperly [illegible] that is improperly operated and maintained, in accordance with 15A NCAC 18A .1900 et. seq. Warranty repairs such as full replacement of the nitrification system, [illegible] The nitrification system or other repairs shall be completed pursuant to a repair Authorization to Construct as issued by the local health department in accordance with [illegible] 15A .1900 et. seq. Rule .1961(1).

System failure is defined by North Carolina 15A NCAC 18A .1900 rules.

IV. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY:

- The septic tank and all septic tank filters, unless required to make the system fully functional.
- Effluent distribution box(es) and headers, unless required to make the system fully functional.
- Improper installation.
- Plastic pipe not authorized by Ring to be used with the EZflow Brand drain field system.
- Failure due to excessive use or improper use as defined by state rules for on-site wastewater systems, including, but not limited to, excessive [illegible] water usage, improper grease disposal, or failure to remove septic tank solids (digested sludge).
- Landscaping costs other than those specified by rule.
- Failure due to improper sizing as defined by state rules.
- Repair work performed prior to a claim or which is done without Ring authorization.
- This Limited Warranty does not extend to incidental, consequential, special, indirect or punitive damages.
- Drain fields repaired or modified by an unauthorized EZflow installer.

V. [illegible] OBLIGATIONS:

No representative of the company has the authority to change this warranty in any manner whatsoever, or to extend this warranty. No warranty applies to any party other than the [illegible] system owner or subsequent system owner.

VI. OWNER'S OBLIGATION:

- Must have a signed and dated Operation Permit from the duly authorized representative of the North Carolina state agency or state-authorized agency that is responsible for EZflow Brand drain field system inspection and approval.
- Must have a Warranty Certificate from an authorized EZflow Brand drain field system installer.
- The system owner must notify the company in writing at its corporate headquarters within 90 days of being notified by an authorized agent of the state that the system has failed. Notice shall be sent to Ring Industrial Group, 65 Industrial Park Road, Oakland, TN 38060.
- The system owner must have the septic tank solids (digested sludge) properly removed in accordance with state rules for on-site systems.

VII. DISCLAIMER AND LIMITATION ON IMPLIED WARRANTIES:

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES. ANY IMPLIED WARRANTIES OF [illegible] MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF EZFLOW BRAND DRAIN FIELD SYSTEM TO THE NORTH [illegible] A SYSTEM OWNER, ARE, BY LAW, LIMITED TO FIVE (5) YEAR DURATION FOR THE EZFLOW BRAND DRAIN FIELD SYSTEM AND ITS CONSTITUENT [illegible] AND ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO INCIDENTAL, [illegible] CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT OR TORT. THE COMPANY SHALL NOT BE LIABLE FOR LOSS OR [illegible] DAMAGE TO PERSONAL PROPERTY. PENALTIES OR LIQUIDATED DAMAGES, LOSS OF PRODUCTION AND PROFITS, OVERHEAD COSTS, OR OTHER LOSS OR [illegible] SPECIFICALLY EXCLUDED ARE DAMAGE DUE TO WATER DAMAGE, ORDINARY WEAR AND TEAR, ALTERATION, ACCIDENT, MISUSE, ABUSE, OR [illegible] THE UNITS BE SUBJECTED TO STRESSES OR VEHICULAR TRAFFIC GREATER THAN THOSE PRESCRIBED IN THE INSTALLATION INSTRUCTIONS OR [illegible] INSTALLATION INSTRUCTIONS; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE OPERATION INSTRUCTIONS; THE SYSTEM FAILURES [illegible] ARE DETERMINED TO BE DUE TO NON-COMPLIANCE WITH THE ON-SITE WASTEWATER LAW OR RULES (130A-133, et. seq.; 15A NCAC 18A Section .1900) INCLUDING [illegible] BUT NOT LIMITED TO IMPROPER SITING, EXCESSIVE WATER USAGE, IMPROPER GREASE DISPOSAL, PLACEMENT OF IMPROPER MATERIALS INTO THE SYSTEM, [illegible] IMPROPER OPERATION OR IMPROPER MAINTENANCE, OR ANY OTHER EVENT NOT CAUSED BY THE COMPANY. THIS PERMIT SHALL BE VOID IF THE SYSTEM [illegible] FAILS TO COMPLY WITH ALL OF THE TERMS SET FORTH IN SECTION II AND IV OF THIS WARRANTY.

FURTHERMORE, IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S), [illegible] THE DRAIN FIELD SYSTEM, OR ANY THIRD PARTY RESULTING FROM SHIPMENT OF THE DRAIN FIELD SYSTEM, OR FROM ANY PRODUCT LIABILITY CLAIMS OF [illegible] THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S) OR ANY THIRD PARTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. NORTH CAROLINA LAW MAY GIVE YOU CERTAIN SPECIFIC OTHER RIGHTS WHICH ARE NOT [illegible] MENTIONED HEREIN.

VIII. TRANSFER OF WARRANTY

This warranty extends to the original system owner and to each subsequent owner of the system during the term of this Limited Warranty.

To the knowledge of the company and the system owner that the wastewater system and the EZflow Brand drain field system have been installed in accordance with the installation [illegible] instructions of the company, state wastewater laws and rules, the innovative wastewater system approval, the improvement permit and authorization to construct, and any conditions on [illegible] the issuance of authorization to construct, and other applicable laws and rules.

IX. INSTALLER CERTIFICATION

Name of the Company of Installer R.C.S., INC. Name of Person signing (Print) CATHY HUDSON

Date 4-30-04

[illegible] copies are provided in triplicate. One copy shall go to Ring Industrial Group, one to the local health department, and one to the system owner.

Ring Industrial Group
65 Industrial Park Road
Oakland, TN 38060
Toll Free Phone: (800) 280-6333

7012 CEDARBROOK

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 5444B DATE: 4-30-04

TC: 11 19136 ☒ L ☐ CRT

SERIAL 19526

Name of Owner DAVE OSBORNE Juris.:

Address of Property 7012 CEDARBROOK DRIVE

Inspection Data:

Tank Material 1500 ST

Total Length of Drainfield 270'

Number of Lines 7 @ 40'

Cover Depth 12"

Water Supply Source MUNICIPAL

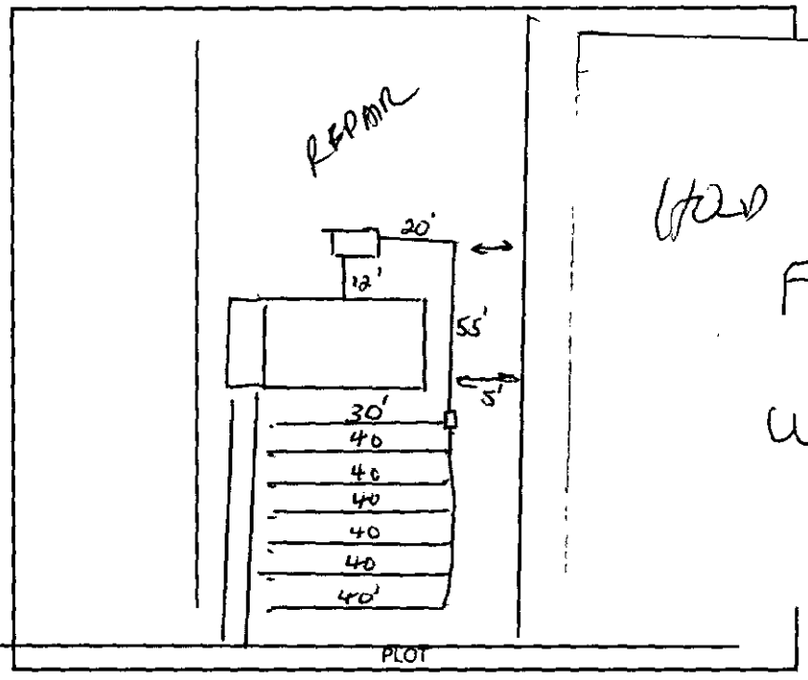
Distance to Water Source >10

Excavation Inspected 4-21-04

Tank(s) Inspected 4-30-04

Wash Line Inspected —

High Water Alarm Inspected —



HOLD FOR WARRANTY

Design 1500 GAL ST 1200 SFT INNOVATIVE EZ FLOW CTR# RCS

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

☐ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☐ 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: TYPE III-G INNOVATIVE "EZ" FLOW

(1) D-BOX LEVELED 4-30-04

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

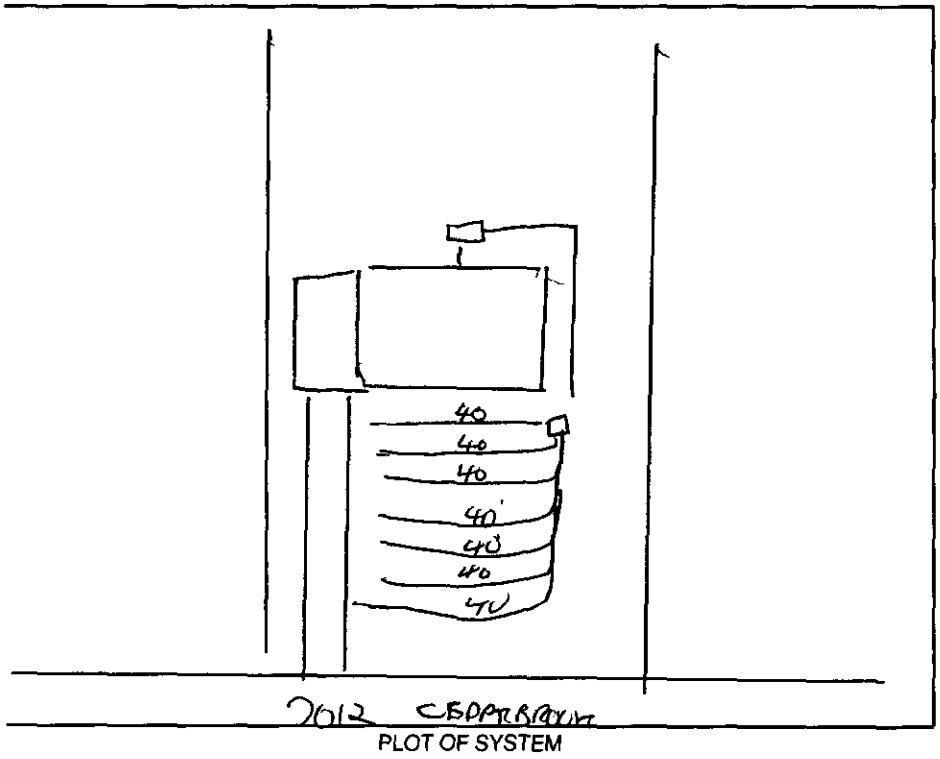
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5444-B DATE: 4-15-04

TC: 111-191-36 ☐ L

SERIAL 19701

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 11-7-03. All work shall be completed on or before _____, 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 NA gallons

Tank Construction PC

Trench Depth 30+

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous YES

Total Line Length 270' feet

Number of Lines 7

Depth of Stone NA inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well >50' feet

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

NAME OF OWNER DAVE OSBORNE

LOCATION OF PROPERTY 7012 CEDAR BROOK DRIVE.

Comments: (1) SYSTEM IS A ~~30~~ 35% REDUCTION - REQUIRING WARRANTY.

(2) CONTRACTOR TO USE EZ FLOW

Environmental Health Specialist

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

B37730 LD 64970

FEE: 300.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** ACS
DATE: 1-8-04 JA **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 1-8-03 **PERMIT NO:** 5444B
PARCEL NO: 111-191-36

JOB LOCATION ADDRESS: 7012 CEDAR BROOK DRIVE
PROPERTY OWNER: DAVE OSBORNE
BUILDING CONTRACTOR: ABOVE
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: _____ **DATE:** 1/8/03
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 5444B, 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: REQUIRES AGREEMENT FORMS

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.

_____ 1-8-04
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

mit Number: 5448

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 111-191-36

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	X 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	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
NO Serviced by private well	1500 Gallon septic tank	300 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	___ Gallon pump tank	NA Depth of stone	

Any surface waters present: Type: Minimum separation distance:

Site modifications required:

Additional Conditions: REQUIRES AGREEMENT FORMS.

Repair Area System Type PUMP WILL BE NECESSARY 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	X Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

400 Absorption Area (Sq ft) 300 Total Trench Length (Ft)	NA Depth of Stone Trench	7' Trench spacing (min. on centers)	30" 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 effec 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.

DEHNR Authorized Agent — Date 1/8/03

Owner/Agent Signature — Date 1-8-04

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

PROPOSED PLOT PLAN

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

FILE: 5444B

TC: 111-191-36

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.

PERMIT FOR

7012 CEDAR BROOK DRIVE

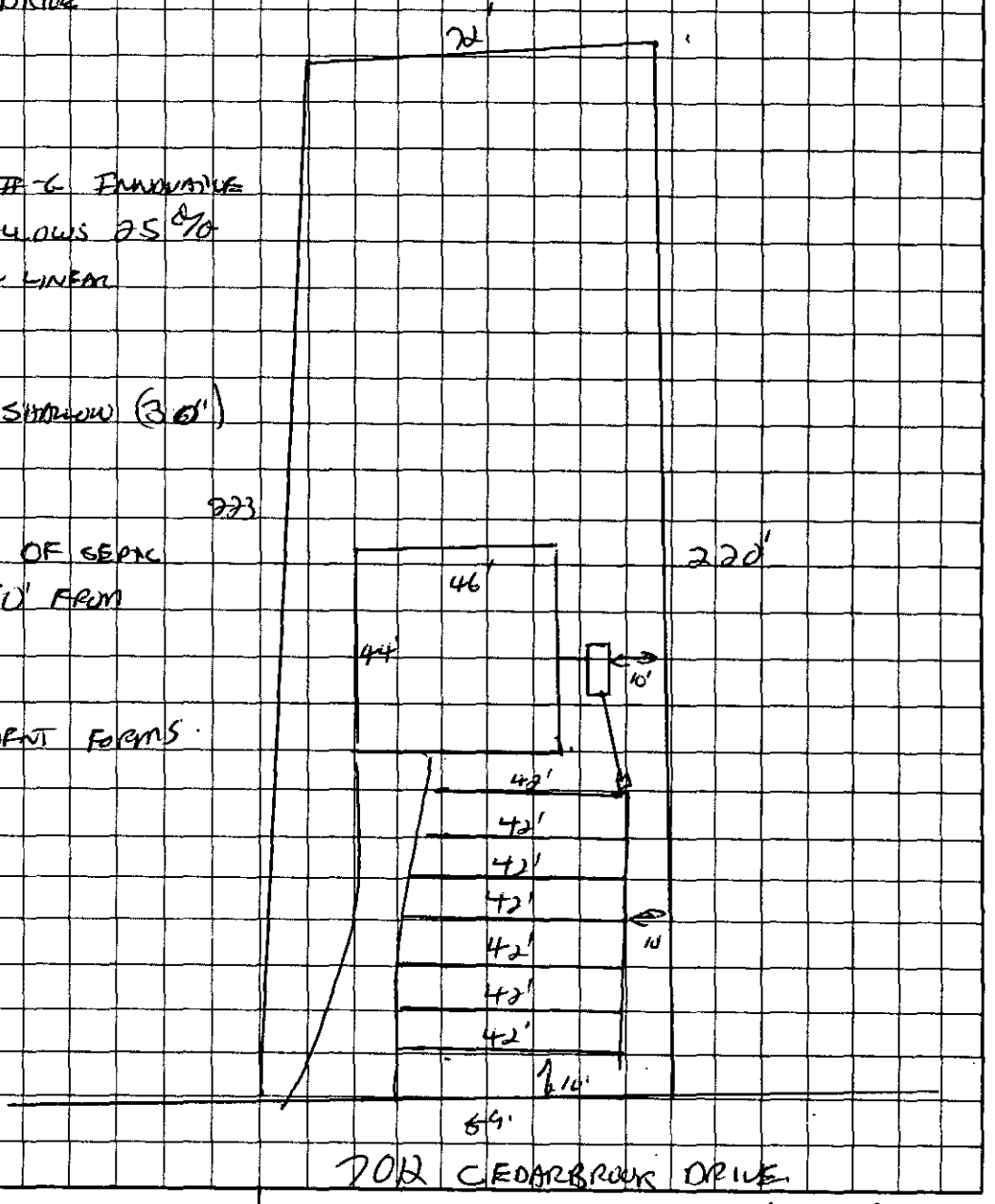
SCALE 1" = 40'

(1) THIS IS A TYPE III-C INNOVATIVE INSTALLATION THAT ALLOWS 25% REDUCTION IN TOTAL LINEAR FEET OF DRAINFIELD.

(2) INSTALL DRAINLINES SHALLOW (36") AND ON CONTOUR.

(3) LOCATE ALL PARTS OF SEPTIC SYSTEM AT LEAST 50' FROM ALL WELLS.

(4) REQUIRES NO REPAIR FORMS.



OWNER/AGENT SIGNATURE

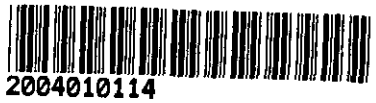
DATE 1-8-04

APPROVAL DATE _____

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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2004 JAN 14 10:48 AM
BK:16669 PG:508-511 FEE:$20.00

INSTRUMENT # 2004010114



2004010114

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 # 5444B
PARCEL # 111-191-36

The undersigned, David T. Osborne, owner of property located at 7012 Cedarbrook Drive, (the "site") and described in an instrument recorded in Book 348-03 at Page 6154/363, 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:

This instrument was prepared by: David T. Osborne
Mail after recording to: P.O. Box 23464
Charlotte, NC 28227

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

-- 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 theDepartment, 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 6 day of January, 2004.

Patricia T. Osborne _____(SEAL)
~~(Corporate Name)~~ Sole-Proprietor

_____(SEAL)

By: _____ _____(SEAL)

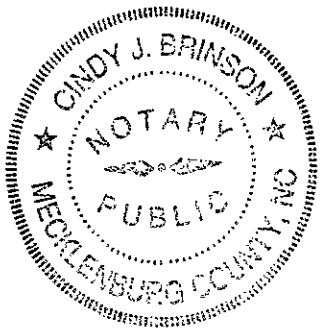
_____ President _____(SEAL)

ATTEST:

_____

_____ Secretary

(Corporate Seal)



STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Cindy J. Brinson, a Notary Public for said County and State, do hereby certify that David T. Osborne personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 8th day of January, 20 04.

Cindy J. Brinson
Notary Public

My Commission Expires:

My Commission Expires May 13, 2004

5/13/04

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____, 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.

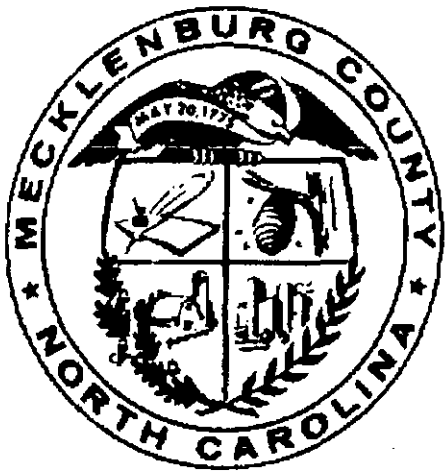
WITNESS my hand and notarial seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

REVISED 8-13-02



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

****

Filed For Registration: 01/14/2004 10:48 AM

Book: RE 16669 Page: 508-511

Document No.: 2004010114

PRMIT 4 PGS $20.00

Recorder: LYVANH PHETSARATH

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of CINDY J BRINSON Notary is certified to be correct. This 14TH of January 2004

JUDITH A. GIBSON, REGISTER OF DEEDS By: _____
Deputy/Assistant Register of Deeds

****



2004010114

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 1
Property ID: 111-191-36
Lot #: 5
File #: 5444B
Code: 2

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: William M. Hill
Applicant:
Address: 10100 Sam Black Road, Midland, N. C.28107
Date Evaluated: 11/18/2003
Proposed Facility: Residence
Design Flow (.1949): 360gpg
Property Size: .43a
Location of Site: 7012 Cedarbrook Drive
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 Structure/ Texture	SOIL MORPHOLOGY .1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 6	0-4	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV
		4-48	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
2	"	0-3	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		3-48	SBK/C	FI/SEXP/S/P					
3	"	0-6	GR/CL	FR/SEXP/SS/SP	>39" TO SOIL WETNESS	39+	"	"	"
		6-39	SBK/C	FI/SEXP/S/P					
		BORING TERMINATED @39", FLOATER ROCK							
4	LS, 8	0-5	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	"	"	"
		5-48	SBK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	US	US
System Type(s)		
Site LTAR	.3GPD/FT^2	.3GPD/FT^2

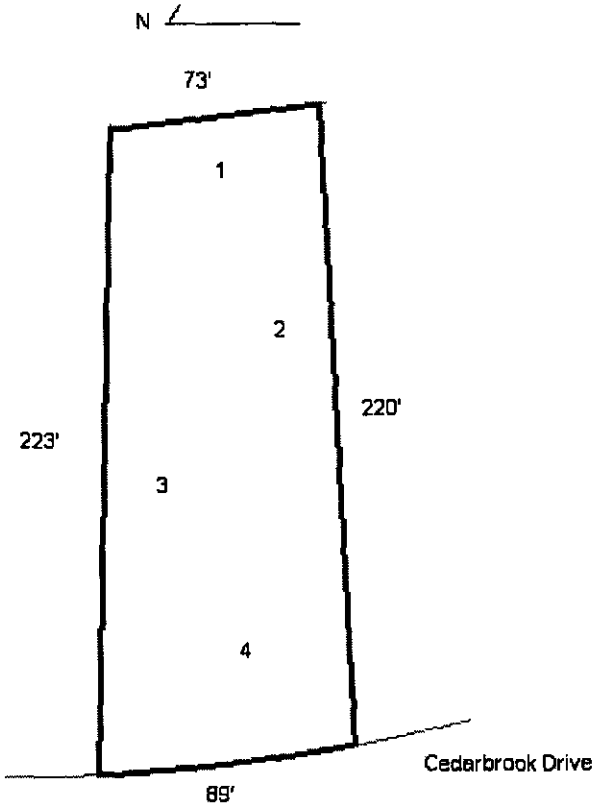
Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 11/19/2003 W. R. Marlin
Others Present: D. Osborne

FILE # 5444B

COMMENTS: 100% repair, will need pump

LANDSCAPE POSITIONS	GROUP	TEXTURES	.1955 LTAR	CONSISTENCE MOIST	WET
R-RIDGE	I	S-SAND	1.2 - 0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLY STICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8 – 0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT-	0.6 – 0.3		SP-SLIGHTLY STICKY
CV-CONVEX SLOPE		SIL-SILT LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAN		SCL-SANDY CLAY LOAM			
		SICL-SILTY CLAY LOAM			
	IV	SIC-SILTY CLAY	0.4 – 0.1		
		C-CLAY			
		SC-SANDY CLAY			

STRUCTURE	MINERALOGY
SG-SINGLE GRAIN	SLIGHTLY EXPANSIVE
M-MASSIVE	
CR-CRUMB	EXPANSIVE
GR-GRANULAR	
SBK-SUBANGULAR BLOCKY	
ABK-ANGULAR BLOCKY	
PL-PLATY	
PR-PRISMATIC	



FEE: 200.00
DATE: 11-7-03
B37730

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE

[ ] CRT

TYPE APPLICATION: ✓ NEW SYSTEM ___ EXPANSION OF EXISTING SYSTEM ___ REPAIR OF EXISTING SYSTEM

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

Drew

FILE #: 5444B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-191-36p0

STREET ADDRESS: 7012 Cedar Brook Drive

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 5

TOWNSHIP (CHECK ONE):

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

TYPE OF BUILDING, (CHECK ONE)

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

HEATED SQUARE FOOTAGE: 1232

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

___ WITHOUT BASEMENT
✓ ON SLAB
___ CRAWL SPACE
___ WITH BASEMENT /PLUMBING
___ WITH BASEMENT /NO PLUMBING

IF EXPANSION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED ADDITION:

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

WATER SUPPLY (CHECK ONE):
___ COMMUNITY (C)
✓ 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 ✓ NO
EXISTING WASTE WATER SYSTEMS ___ YES ✓ NO
EASEMENTS OR RIGHT-OF-WAYS ___ YES ✓ NO
WELL SPRINGS OR WATERLINES ___ YES ✓ NO
DESIGNATED WETLANDS ___ YES ✓ NO

PROPERTY OWNER:

NAME: Hill (LAST) William (FIRST) M. (MI)

ADDRESS: 10100 Sam Black Rd.

CITY: Midland STATE: NC ZIP: 28107

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Osborne (LAST) Dave (FIRST) T (MI)

DAYTIME PHONE: (704) 301-5430

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? Aug. 2003

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: D. T. Osborne DATE: 11-7-03

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

**An IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change.

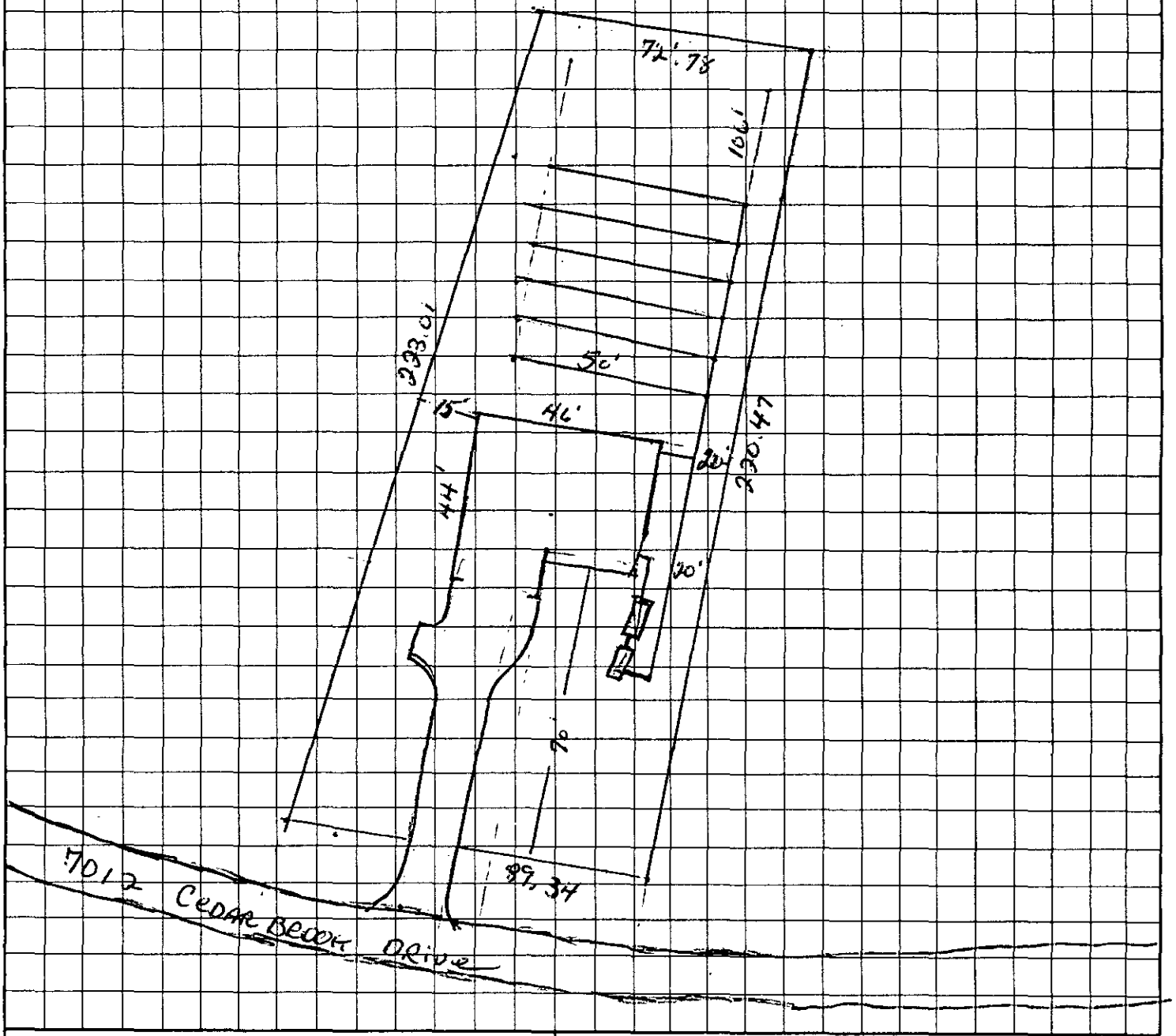
PROPOSED PLOT PLAN

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

FILE: 5444B

TC: 111-191-36 pd

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.



APPROVAL DATE _____

OWNER/AGENT SIGNATURE

DATE

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

DATE: 11/13/2003

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION: MECK
CHAR(ETJ)

111-191-36 PO
PARCEL NUMBER

7012 CEDARBROOK DR
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

LOT 5
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. COMERCIAL 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:

ADDRESS VERIFICATION- FOR PERK TEST ONLY

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 FINAL APPROVAL ON DRIVEWAY(S).

ALL OTHER FORMAS OBSOLETE
NEW ADDRESS
REVISED 1/91

SIGNED: Joe Brown