

3712 DAVIS DR

23106504

6/23/08

marliwr

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

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

Inspection of Engineered Subsurface Wastewater System

Mecklenburg County	Shenkel Residence	11827
Health Department	**Name of Establishment**	**Permit/Project No.**
3712 Davis Dr., Charlotte NC	3-Bedroom House	360 GPD
Location	**Type of Establishment**	**Design Flow**
Carmen Shenkel	PO Box 38664 Charlotte NC 28278	
Owner/Agent	**Address**	**Phone**
Tri-County Wastewater		
Operator	**Address**	**Phone**
IV	10/16/2006	October 2009
System Type	**Date of Inspection**	**Next Inspection Due**

	Yes	No	N/A	Comments:
1. ESTABLISHMENT:				
a. Type, size, and sewage flow in accordance with permit?	☒	☐	☐	
2. COLLECTION SYSTEM:				
a. No evidence of leaks into or out from sewer lines/manholes?	☒	☐	☐	
b. Free of blockages/solids buildup in lines or manholes?	☒	☐	☐	
3. TANKAGE: (Grease Traps/Lift Stations/Septic/Dosing Tanks)				
a. Tank risers accessible and surface water diverted?	☒	☐	☐	
b. Tanks and access manholes structurally sound, watertight?	☐	☐	☒	3.b. Concrete riser missing on dosing
c. Sanitary tee(s) in good working condition?.....	☐	☐	☒	tank.
d. Tanks pumped, cleaned out as needed?.....	☐	☐	☒	3.c. Sanitary tee not inspected.
4. RAW SEWAGE LIFT STATION (if present):				
a. Required pumps present, operating, and cycling properly	☐	☐	☒	
b. High-water alarm present and operating properly?	☐	☐	☒	
c. Floats/pipe/valves/disconnects in good condition?	☐	☐	☒	
5. EFFLUENT DOSING SYSTEM:				
a. Effluent appears clear, free of excess solids?	☐	☒	☐	5a. Measured >6" of solids in dosing tank.
A. PUMP SYSTEMS:				
a. Required pumps present, operating, and cycling properly?	☒	☐	☐	
b. High-water alarm present and operating properly?	☐	☐	☒	5.A.b. Alarm not functioning.
c. Floats/pipe/valves/disconnects in good working condition?	☒	☐	☐	
d. Control panel enclosure/components in good condition?	☒	☐	☐	
e. Elapsed time readings: _____ _____ _____ _____				
B. SIPHON SYSTEMS:				
a. No evidence of overflow or siphon leakage?	☐	☐	☒	
b. Siphon(s) appear to be working/alternating properly?	☐	☐	☒	
c. Bells and vents free of debris and in good condition?	☐	☐	☒	

6. GROUND ABSORPTION FIELDS:

a. No evidence of effluent surfacing/reaching surface waters?	☒	☐	☐	Drain field located in front yard.
b. Minimal ponding in subsurface trenches?	☒	☐	☐	
c. Surface water being effectively diverted away?	☒	☐	☐	
d. Diversions/ditches/swales/tiles drains properly maintained?	☒	☐	☐	
e. Line cover/vegetation adequate/maintained as needed?	☒	☐	☐	
f. Protected from traffic, destructive uses?	☒	☐	☐	
g. Distribution devices in good condition, working properly?	☒	☐	☐	
h. Repair area properly reserved, maintained?	☒	☐	☐	

A. LOW PRESSURE PIPE DRAIN FIELDS:

a. Turnups/cleanouts/valves intact and accessible?	☐	☒	☐	6.A.a. Valve boxes and lids
b. No effluent standing in lower laterals?	☐	☒	☐	damaged.
c. Laterals free of excess solids, cleaned out as needed?	☐	☐	☒	6.A.c.d. Services to be performed by
d. Pressure head is properly adjusted?	☐	☐	☒	a certified operator.

OVERALL CONDITION AND OPERATION OF SYSTEM:

1. System repairs required at this time.
2. No sewage observed on ground surface at the time of inspection.

SUMMARY OF REPAIRS REQUIRED AT THIS TIME:

1. Replace missing lid on dosing tank riser.
2. Repair high water alarm.
3. Pump both tank (septic & dosing) to remove excess solids. Also clean effluent filter in septic tank.

***REPAIR WITHIN 30 DAYS.**

SYSTEM MAINTENANCE/IMPROVEMENTS REQUIRED:

*Please visit http://groundwater.charmeck.org for additional information.

*** State law requires the the system owner to maintain a current contract with a certified operator to inspect & maintain this type of septic system. Failure to maintain a valid contract may result in enforcement action.

DATE: 10/16/2006

SIGNED: _____, R.S. AGENT

Division of Environmental Health

Trevor Thomason, (704) 336-5568

Mecklenburg County, North Carolina
POLARIS
Parcel Ownership and GIS Summary

11827

Date and Time: 9/18/2006 12:13:08 PM

Parcel ID #: 23106504 GIS ID #: 23106504	
Owner Name:	MARY CARMEN HILL AND CARMEN SHENKEL
Mailing Address:	P O BOX 38664 CHARLOTTE, NC 28278
Property Characteristics	
Legal Desc.:	L4 B6 M9-357
Land Area:	1 LT
Fire District:	00-CITY OF CHARLOTTE
Special District:	N/A
Account Type:	INDIVIDUAL
Municipality:	1-CHARLOTTE
Property Use:	SINGLE-FAM
Deed Reference(s) and Sales Price	
16532-255 (12/9/2003) $0.00 16359-525 (10/30/2003) $0.00 10888-315 (11/8/1999) $164,000.00	
Situs Addresses Tied to This Parcel	
3712 DAVIS DR	
Site Location Information	
Zoning Boundaries:	Contact Appropriate Planning Department or See Map.
ETJ Area: CHARLOTTE	
Charlotte Historic Districts: NO	
Within Charlotte 6/30/2005 Annexation Area: NO	
Census Tract #: 58.23	
Parcel Falls Inside SWIM Buffer?: NO	
FEMA Flood Information	
FEMA Panel #:	3701590269E
FEMA Flood Zone:	OUT
FEMA Panel Date:	02/04/2004
Community Flood Information	
Community Flood Zone:	OUT
Regulated Watershed Information	
Watershed Name:	
Watershed Class:	

Building Photography

PHOTO #1
Location: 3712 DAVIS DR



Information contained within this photo may be used as a visual aid and to generally locate, identify, and inventory parcels in Mecklenburg County, North Carolina. There are inherent errors and limitations associated with this type of electronic medium. Mecklenburg County cannot warrant or guarantee the information contained herein including but not limited to its accuracy or completeness.

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MECKLENBURG COUNTY GIS

The information provided by this program is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. Users of this map data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

COPY

Receipt Information

Date:	10/11/06	**Amount:**	85.00
Receipt #:	46393	**Tendered:**	85.00
Check / Auth #:	CHECK 1265	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: 200000
Contractor: SHENKEL CARMEN LETICIA
Attn:
Address: 3712 DAVIS DRIVE
Address:
City/State/Zip: CHARLOTTE, NC 28270

Item	Description	Permit#	Quantity	Unit Price	Total Price
0743	Hmeownr Maint Inspec-Type IIIB 3712 DAVIS DR./FILE # 11827		1	85.00	85.00

----------Outstanding Balances----------

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance

- CONC. LID MISSING ON PT RISER
- HWA NOT FUNCTIONING
- > 6" SOLIDS IN PT
- CHECK FOR LEAKING TOILETS/FAUCETS IN HOUSE (TRICKLE ENTERING PT)
- [illegible] / CONTRACT REQ'D.
- DAMAGED VALVE BOX LIDS
- WATER STANDING IN MANIFOLD BOX.

3 VALVES

D-FIELD IN FRONT YARD.

SUBSURFACE WASTEWATER INSPECTION FORM 11827

System Manager:
TCW Wastewater Management, Inc.
P.O. Box 1830, Indian Trail, NC 28079
Tele. 704.821.8841
Fx. 704.821.8892

Carman Shenkel
P. O. Box 38664
Charlotte NC 28278

Date of Inspection: 7-6-2006
___ Initial ___ 6 month ✓ 12 month
___ Follow-up ___ Service call ___ Other

County	System Type	Drainfield
Mck	PBBPS	✓ On-site ___ Off-site

Time: 11:00 Initials CL

Location of System / Drainfield (off-site)
3712 Davis DR

Lot # ___ Phase ___ Subdivision ___

Compliance Status: ✓ Compliant ___ Non-Compliant ___ Malfunctioning
Copies: ✓ Homeowner ✓ DEH ___ Builder ___ Owner's Association ___ Developer

✓ = Satisfactory M = Marginal X = Unsatisfactory N = Not Evaluated NA = Not Applicable

Septic Tank: size: ___ gallons

Scum Level ___" Sludge Level ___"

Tank risers accessible?	✓
Signs of infiltration? Surface ___ Subsurface ___	✓
Surface water being diverted away?	✓
Tanks and access structurally sound?	✓
Sanitary tee in good condition?	✓
Inlet Tee cleaned?	✓
Effluent Filter Cleaned?	✓
Effluent Filter in good condition?	✓
Effluent Filter in snapped in place?	✓
Water level at proper level?	✓

Liquid Depth ___"
Septic Tank Needs Pumping Yes ___ No ___

Bacteria:

	Added at inspection	Left with homeowner
Pulp	___pks	___pks
Regular	___pks	0 pks
Bio-One	___	___

Effluent Dosing Station: size: 1000 gallons

Sludge Level 3"

Tank Riser Height?	✓
Signs of Infiltration?	✓
Required pumps present & operating properly?	✓
High water alarm operating properly?	✓
Floats, pipes, valves, disconnects in good condition?	✓
Pump float is not resting on top of pump	✓
Control panel enclosure/components in good condition?	✓
TCW sticker placed on front door of Panel?	✓
Duct Seal present in all conduit openings?	✓
Effluent appears clear and free of solids?	✓
Telemetry / Dialer is working properly?	NA

Pump Tank Needs Pumping Yes ___ No ✓

Elapsed Time Readings:
Pump #1- C ___ - P ___ = Usage ___
Pump #2- C ___ - P ___ = Usage ___
Pump #1- CC ___ Pump #2 - CC ___

Filter Cleaned ___
Filter in good condition ___

Pressure Bell settings: Off 4", On 12"-15", Tele 18", Alarm 24"
Note: Draw down = "On" minus "Off" times GPI of tank size

Ground Absorption Fields:

No evidence of effluent surfacing?	✓	Surface water being diverted away?	✓
Vegetative cover maintained properly?	✓	No low areas or settling occurring?	✓
Protected from traffic, destructive uses?	✓	Line cover (soil) is adequate?	✓
Drop boxes used in lieu of Distribution box? Yes ___ No	✓	Repair area properly reserved, maintained?	✓
Distribution box(es) in good condition?	/		
Distribution box(es) in proper adjustment?	/		

Pressure Manifold System:

Manifold vault, valves, piping in good condition?	/		
Evidence of leakage, blockage in discharge lines?	/	Corrected Today	___
Pressure head is properly adjusted?	/	Corrected Today	___

Low Pressure Pipe System:

Turn-ups/cleanouts/valves intact and accessible?	✓	Corrected Today	___
Laterals free of excess solids?	✓	Jetting required	___
Laterals flushed this inspection?	✓		
Zone valves operating properly?	✓	Corrected Today	___
Pressure head is properly adjusted?	✓	Corrected Today	___
Turn-up buckets are dry inside?	✓		
Valve box or buckets are dry inside?	✓		

revised 8/15/05

Pump Tank Size (Gallons): ✓ 1000 ____ 1500 | Design Pump Delivery Rate ____ GPM Design Dose ____ Gallons

Level End Dose 63 - 52 Level Begin Dose = 11 Inches X 20 GPI = Current Dose 220 Gallons

Level End 63 - 58 Level Begin = 5 X 20 GPI = 100 ÷ 2 Min. Run Time = 50 GPM (CPDR)

Current GPM (CPDR) _____ ÷ _____ Design GPM (DPDR) = _____ X 100 = _____ % Efficiency

Valves	Lines	Design	Observe	Adjusted	Valves	Lines	Design	Observe	Adjusted
	8								
1	10								
	12								
2	6								
	14								
	16								
3									
	2								
	4								
	18								
	20								

Recommendations to Owner: - Flushed lines at pressure. Looks ok at this time. Call with any questions. 704-821-8841

Signature of "ORC" [signature]

Revised 8/15/05

SUBSURFACE WASTEWATER INSPECTION FORM

11827

System Manager:
TCW Wastewater Management, Inc.
P.O. Box 1830, Indian Trail, NC 28079
Tele. 704.821.8841
Fx. 704.821.8892

Date of Inspection: 1-19-2006
___ Initial ✓ 6 month ___ 12 month
___ Follow-up ___ Service call ___ Other

County	System Type	Drainfield
Meck	PP BPS	✓ On-site ___ Off-site

Time: 110 Initials CL

Name and Address of Owner:
Carman Shenkel
P. O. Box 38664
Charlotte NC 28278

Location of System / Drainfield (off-site)
3712 Davis Dr.
Charlotte 28270
Lot # _____ Phase ____ Subdivision _____

Compliance Status: ✓ Compliant ___ Non-Compliant ___ Malfunctioning
Copies: ✓ Homeowner ✓ DEH ___ Builder ___ Owner's Association ___ Developer

✓ = Satisfactory M = Marginal X = Unsatisfactory N = Not Evaluated NA = Not Applicable

Septic Tank: size: _____ gallons — Scum Level ___" Sludge Level ___"

Tank risers accessible?	✓
Signs of infiltration? Surface ____ Subsurface ____	✓
Surface water being diverted away?	✓
Tanks and access structurally sound?	✓
Sanitary tee in good condition?	✓
Inlet Tee cleaned?	✓
Effluent Filter Cleaned?	✓
Effluent Filter in good condition?	✓
Effluent Filter in snapped in place?	✓
Water level at proper level?	✓

Liquid Depth ___"
Septic Tank Needs Pumping Yes ____ No ____

Bacteria:

	Added at inspection	Left with homeowner
Pulp	____pks	____pks
Regular	____pks	____pks
Bio-One	____	____

Effluent Dosing Station: size: 1000 gallons — Sludge Level ___"

Tank Riser Height?	✓
Signs of Infiltration?	✓
Required pumps present & operating properly?	✓
High water alarm operating properly?	✓
Floats, pipes, valves, disconnects in good condition?	✓
Pump float is not resting on top of pump	✓
Control panel enclosure/components in good condition?	✓
TCW sticker placed on front door of Panel?	✓
Duct Seal present in all conduit openings?	✓
Effluent appears clear and free of solids?	✓
Telemetry / Dialer is working properly?	___

Pump Tank Needs Pumping Yes ____ No ✓

Elapsed Time Readings:
Pump #1- C _____ - P _____ = Usage _____
Pump #2- C _____ - P _____ = Usage _____
Pump #1- CC _____ Pump #2 - CC _____

Filter Cleaned ____
Filter in good condition ____

Pressure Bell settings: Off 4", On 12"-15", Tele 18", Alarm 24"
Note: Draw down = "On" minus "Off" times GPI of tank size

Ground Absorption Fields:

No evidence of effluent surfacing?	✓	Surface water being diverted away?	✓
Vegetative cover maintained properly?	✓	No low areas or settling occurring?	✓
Protected from traffic, destructive uses?	✓	Line cover (soil) is adequate?	✓
Drop boxes used in lieu of Distribution box? Yes ____ No	___	Repair area properly reserved, maintained?	✓
Distribution box(es) in good condition?	___		
Distribution box(es) in proper adjustment?	___		

Pressure Manifold System:

Manifold vault, valves, piping in good condition?	___		
Evidence of leakage, blockage in discharge lines?	___	Corrected Today	____
Pressure head is properly adjusted?	___	Corrected Today	____

Low Pressure Pipe System:

Turn-ups/cleanouts/valves intact and accessible?	✓	Corrected Today	____
Laterals free of excess solids?	✓	Jetting required	____
Laterals flushed this inspection?	✓		
Zone valves operating properly?	✓	Corrected Today	____
Pressure head is properly adjusted?	✓	Corrected Today	____
Turn-up buckets are dry inside?	✓		
Valve box or buckets are dry inside?	✓		

revised 8/15/05

Pump Tank Size (Gallons) : ✓ 1000 ____ 1500 | Design Pump Delivery Rate ____ GPM Design Dose ____ Gallons

Level End Dose ____ - ____ Level Begin Dose = ____ Inches X ____ GPI = Current Dose ____ Gallons

Level End ____ - ____ Level Begin = ____ X ____ GPI = ____ ÷ ____ Min. Run Time = ____ GPM (CPDR)

Current GPM (CPDR) ____ ÷ ____ Design GPM (DPDR) = ____ X 100 = ____ % Efficiency

Valves	Lines	Design	Observe	Adjusted
	1			
1	3	3	N	~~3~~
	5			
2				
	7			
	9			
3	11			
	~~13~~			
	~~15~~			
	~~17~~			

Valves	Lines	Design	Observe	Adjusted

11827

MECKLENBURG COUNTY
Health Department

August 27, 2004

Carmen Schenkel
3712 Davis Drive
Charlotte, NC 28270

Dear Carmen Schenkel:

It has come to my attention you are recently in receipt of a letter from this department concerning the maintenance contract with your Certified Septic System Operator serving your residence. Due to a clerical error this letter was sent to you erroneously and I regret any confusion this may have caused you or Tri County Wastewater. I have personally spoken with Mr. Bannister and am assured that all contracts concerning your septic system are in force.

Please call me personally at (704) 336 5575 if you have any questions concerning this matter.

Sincerely,

Kelly H. Randall

Kelly H. Randall, R.S.
Senior Environmental Health Specialist
Mecklenburg County Health Department

Rec'd $85 chk # 1253 4/12/02 SC

INSPECTION STATEMENT
MECKLENBURG COUNTY HEALTH DEPARTMENT

Carmen Shenkel
3712 Davis Dr.
Charlotte, NC 28270

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
Carmen Shenkel	3712 Davis Drive	23105215	11827	IVa
				Total Amount Due: $85.00

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

Name _____

Site Address _____

_____

# of Bedrooms _____

BILL INFORMATION

Billing Date: 4/1/02

Payment Due Date: 5/1/02

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

COPY

0743

Mecklenburg County
Health Department

April 1, 2002

Carmen Shenkel
3712 Davis Drive
Charlotte, NC 28270

Dear Mr. Shenkel:

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 at 3712 Davis Drive, 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 April 15, 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

INSPECTION STATEMENT
MECKLENBURG COUNTY HEALTH DEPARTMENT

Carmen Shenkel
3712 Davis Dr.
Charlotte, NC 28270

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
Carmen Shenkel	3712 Davis Drive	23105215	11827	IVa
				Total Amount Due: $85.00

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

Name _____

Site Address _____

_____

# of Bedrooms _____

BILL INFORMATION

Billing Date: 4/1/02

Payment Due Date: 5/1/02

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

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

11827

Name and Address of System Manager

TRI-COUNTY WASTEWATER
P.O. Box 1830
Indian Trail, NC 28079
(704) 821-8841

Date of Inspection 9/16/04

☐ 6 Mo. ☐ Follow-up
☒ 12 Mo. ☐ Service Call

County Mech

System Classification & Type LL

Carman Shenkel
P. O. Box 38664
Charlotte NC 28278

Location of System
3712 Davis Dr.
Char 28270

Lot # _____ Phase _____
Subdivision: _____

(✓=Satisfactory, M= Marginal, X=Unsatisfactory, N=Not Evalulated, NA= Not Applicable)

TANKAGE (septic tanks)

			Scum Level	Sludge Level
Tank risers accessible?				
Signs of infiltration?		Septic Tank		
Tanks and access structurally sound?		Water Depth		
Sanitary tee(s) in good condition?		Septic Tank Needs Pumping		
Effluent filter cleaned?				
Effluent filter in good condition?				

TANKAGE (grease traps)

			Scum Level	Sludge Level
Grease trap risers accessible?				
Signs of infiltration?		Grease Trap		
Grease trap and access structurally sound?		Water Depth		
Sanitary tee(s) in good condition?		Grease Trap Needs Pumping		
Effluent filter cleaned?				
Effluent filter in good condition?				

EFFLUENT DOSING STATION:

Tank Riser Height?	✓	Filter Cleaned	
Signs of Infiltration?	✓	Filter in Good Condition	
Required pumps present and operating properly?	✓	Elapsed Time Readings:	
High water alarm operating properly?	✓	Pump #1	
Floats, pipes, valves, disconnects in good condition?	✓	Pump #2	
Control panel enclosure/components in good condition?	✓	Pump #3	
Effluent appears clear and free of solids?	✓	Pump #4	

GROUND ABSORPTION FIELDS (general):

No evidence of effluent surfacing?	✓
Surface water being effectively diverted away?	✓
Line cover & vegetative cover maintained properly?	✓
Protected from traffic, destructive uses?	✓
Distribution devices in good working condition?	✓
Repair area properly reserved, maintained?	✓

PRESSURE MANIFOLD SYSTEM:

Manifold vault, valves, piping in good condition?		Corrected Today	
Evidence of leakage, blockage in discharge lines?		Corrected Today	
Pressure head is properly adjusted?		Corrected Today	

LOW PRESSURE PIPE SYSTEM:

Turnups/cleanouts/valves intact and accessible?	✓	Corrected Today	
Laterals free of excess solids?	✓		
Laterals flushed this inspection?	yes		
Pressure head is properly adjusted?	✓	Corrected Today	

SWDSMR 3/99

Pump Tank Size _____ gallons
Level Begin Dose _____ Level End Dose _____ Dose Amount (Gallons) _____
Run Tiime _____ Level Begin _____ Level End _____ Flow Amount _____ (gpm)

VALVE#	LINE #	DESIGN PRESSURE	OBSERVED PRESSURE	ADJUSTED PRESSURE
	8	31	31	31
	9			
1	10			
	11			
	12			
	13			
2	5			
	6			
	7			
	14			
	15			
	16			
3	1			
	2			
	3			
	4			
	17			
	18			
	19			
	20			

RECOMMENDATIONS TO OWNER: System looks good. Flushed all lines and set pressures.

COMPLIANCE STATUS: COMPLIANT ✓ NON-COMPLIANT _____

SIGNATURE OF "ORC": _____

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

Name and Address of System Manager

TRI-COUNTY WASTEWATER
P.O. Box 1830
Indian Trail, NC 28079
(704) 821-8841

Date of Inspection: 3-7-02

☐ 6 Mo. ☐ Follow-up
☒ 12 Mo. ☐ Service Call

County: Meck

System Classification & Type: 4

Carman Shenkel
P. O. Box ~~244451~~ 38664
Charlotte NC 28278

Location of System

3712 Davis Dr.
Charlotte 28270

Lot # _____ Phase _____
Subdivision: _____

(✓=Satisfactory, M= Marginal, X=Unsatisfactory, N=Not Evalulated, NA= Not Applicable)

TANKAGE (septic tanks)

		Scum Level	Sludge Level
Tank risers accessible?			
Signs of infiltration?			
Tanks and access structurally sound?		Septic Tank	
Sanitary tee(s) in good condition?		Water Depth	
Effluent filter cleaned?		Septic Tank Needs Pumping	
Effluent filter in good condition?			

TANKAGE (grease traps)

		Scum Level	Sludge Level
Grease trap risers accessible?			
Signs of infiltration?			
Grease trap and access structurally sound?		Grease Trap	
Sanitary tee(s) in good condition?		Water Depth	
Effluent filter cleaned?		Grease Trap Needs Pumping	
Effluent filter in good condition?			

EFFLUENT DOSING STATION:

Tank Riser Height?	✓	Filter Cleaned _____
Signs of Infiltration?	✓	Filter in Good Condition _____
Required pumps present and operating properly?	✓	Elapsed Time Readings:
High water alarm operating properly?	✓	Pump #1 _____
Floats, pipes, valves, disconnects in good condition?	✓	Pump #2 _____
Control panel enclosure/components in good condition?	✓	Pump #3 _____
Effluent appears clear and free of solids?	✓	Pump #4 _____

GROUND ABSORPTION FIELDS (general):

No evidence of effluent surfacing?	✓	
Surface water being effectively diverted away?	✓	
Line cover & vegetative cover maintained properly?	✓	
Protected from traffic, destructive uses?	✓	
Distribution devices in good working condition?	✓	
Repair area properly reserved, maintained?	✓	

PRESSURE MANIFOLD SYSTEM:

Manifold vault, valves, piping in good condition?		Corrected Today _____
Evidence of leakage, blockage in discharge lines?		Corrected Today _____
Pressure head is properly adjusted?		Corrected Today _____

LOW PRESSURE PIPE SYSTEM:

Turnups/cleanouts/valves intact and accessible?	✓	Corrected Today _____
Laterals free of excess solids?	✓	
Laterals flushed this inspection?	NA	
Pressure head is properly adjusted?	✓	Corrected Today _____

Pump Tank Size 1000 gallons
Level Begin Dose _____ Level End Dose _____ Dose Amount (Gallons) _____
Run Tiime 3.5 Level Begin 4/8 Level End 59 Flow Amount 62.8 (gpm)

VALVE#	LINE #	DESIGN PRESSURE	OBSERVED PRESSURE	ADJUSTED PRESSURE
	8	3	3	3
	9			
1	10			
	11			
	12			
	13			
	5			
2	6			
	7			
	14			
	15			
	16			
	1			
	2			
	3			
3	4			
	17			
	18			
	19			
	20			

RECOMMENDATIONS TO OWNER: Looks Good.

COMPLIANCE STATUS: **COMPLIANT** ✓ **NON-COMPLIANT** _____

SIGNATURE OF "ORC": [signature]

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

Name and Address of System Manager

TRI-COUNTY WASTEWATER
P.O. Box 1830
Indian Trail, NC 28079
(704) 821-8841

Date of Inspection: 9-12-01

☒ 6 Mo. ☐ Follow-up ☐ 12 Mo. ☐ Service Call

County: Mck

System Classification & Type: 4

Carman Shenkel
P. O. Box 241451
Charlotte NC 28224

Location of System: 3712 Davis Dr Matthews NC 28270

Lot # _____ Phase _____

Subdivision: _____

(✓=Satisfactory, M= Marginal, X=Unsatisfactory, N=Not Evalulated, NA= Not Applicable)

TANKAGE (septic tanks)

			Scum Level	Sludge Level
Tank risers accessible?				
Signs of infiltration?		Septic Tank		
Tanks and access structurally sound?		Water Depth		
Sanitary tee(s) in good condition?		Septic Tank Needs Pumping		
Effluent filter cleaned?				
Effluent filter in good condition?				

TANKAGE (grease traps)

			Scum Level	Sludge Level
Grease trap risers accessible?				
Signs of infiltration?		Grease Trap		
Grease trap and access structurally sound?		Water Depth		
Sanitary tee(s) in good condition?		Grease Trap Needs Pumping		
Effluent filter cleaned?				
Effluent filter in good condition?				

EFFLUENT DOSING STATION:

Tank Riser Height?	✓	Filter Cleaned	
Signs of Infiltration?	✓	Filter in Good Condition	
Required pumps present and operating properly?	✓	Elapsed Time Readings:	
High water alarm operating properly?	✓	Pump #1	
Floats, pipes, valves, disconnects in good condition?	✓	Pump #2	
Control panel enclosure/components in good condition?	✓	Pump #3	
Effluent appears clear and free of solids?	✓	Pump #4	

GROUND ABSORPTION FIELDS (general):

No evidence of effluent surfacing?	✓	
Surface water being effectively diverted away?	✓	
Line cover & vegetative cover maintained properly?	✓	
Protected from traffic, destructive uses?	✓	
Distribution devices in good working condition?	✓	
Repair area properly reserved, maintained?	✓	

PRESSURE MANIFOLD SYSTEM:

Manifold vault, valves, piping in good condition?		Corrected Today	
Evidence of leakage, blockage in discharge lines?		Corrected Today	
Pressure head is properly adjusted?		Corrected Today	

LOW PRESSURE PIPE SYSTEM:

Turnups/cleanouts/valves intact and accessible?	✓	Corrected Today	
Laterals free of excess solids?	✓		
Laterals flushed this inspection?	NP		
Pressure head is properly adjusted?	NP	Corrected Today	✓

SWDSMR 3/99

Pump Tank Size 1000 gallons
Level Begin Dose _____ Level End Dose _____ Dose Amount (Gallons) _____
Run Tiime _____ Level Begin _____ Level End _____ Flow Amount _____ (gpm)

VALVE#	LINE #	DESIGN PRESSURE	OBSERVED PRESSURE	ADJUSTED PRESSURE
	8	3		3
	9			
1	10			
	11			
	12			
	13			
	5			
2	6			
	7			
	14			
	15			
	16			
	1			
	2			
	3			
3	4			
	17			
	18			
	19			
	20			

RECOMMENDATIONS TO OWNER: Everything looks good.

COMPLIANCE STATUS: **COMPLIANT** ✓ **NON-COMPLIANT** _____

SIGNATURE OF "ORC": M. Gerdes LS

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

Name and Address of System Manager

TRI-COUNTY WASTEWATER
P.O. Box 1830
Indian Trail, NC 28079
(704) 821-8841

Date of Inspection: 3-9-01

☐ 6 Mo. ☐ Follow-up
☒ 12 Mo. ☐ Service Call

County: Meck

System Classification & Type: IV

Name and Address of Owner

Carman Shenkel
P. O. Box 241451
Charlotte NC 28224

Location of System

Lot #_____ Phase_____
Subdivision: _____

(✓=Satisfactory, M= Marginal, X=Unsatisfactory, N=Not Evalulated, NA= Not Applicable)

TANKAGE (septic tanks)

			Scum Level	Sludge Level
Tank risers accessible?				
Signs of infiltration?	/	Septic Tank	____	____
Tanks and access structurally sound?	/	Water Depth	____	
Sanitary tee(s) in good condition?	/	Septic Tank Needs Pumping	____	
Effluent filter cleaned?	/			
Effluent filter in good condition?	/			

TANKAGE (grease traps)

			Scum Level	Sludge Level
Grease trap risers accessible?				
Signs of infiltration?	/	Grease Trap	____	____
Grease trap and access structurally sound?	/	Water Depth	____	
Sanitary tee(s) in good condition?	/	Grease Trap Needs Pumping	____	
Effluent filter cleaned?	/			
Effluent filter in good condition?	/			

EFFLUENT DOSING STATION:

Tank Riser Height?	✓	Filter Cleaned	____
Signs of Infiltration?	✓	Filter in Good Condition	____
Required pumps present and operating properly?	✓	Elapsed Time Readings:	
High water alarm operating properly?	✓	Pump #1	____
Floats, pipes, valves, disconnects in good condition?	✓	Pump #2	____
Control panel enclosure/components in good condition?	✓	Pump #3	____
Effluent appears clear and free of solids?	✓	Pump #4	____

GROUND ABSORPTION FIELDS (general):

No evidence of effluent surfacing?	✓	
Surface water being effectively diverted away?	✓	
Line cover & vegetative cover maintained properly?	✓	
Protected from traffic, destructive uses?	✓	
Distribution devices in good working condition?	✓	
Repair area properly reserved, maintained?	✓	

PRESSURE MANIFOLD SYSTEM:

Manifold vault, valves, piping in good condition?		Corrected Today	____
Evidence of leakage, blockage in discharge lines?	/	Corrected Today	____
Pressure head is properly adjusted?	/	Corrected Today	____

LOW PRESSURE PIPE SYSTEM:

Turnups/cleanouts/valves intact and accessible?	X	Corrected Today	____
Laterals free of excess solids?	✓		
Laterals flushed this inspection?	Yes		
Pressure head is properly adjusted?	No	Corrected Today	✓

SWDSMR 3/99

Pump Tank Size 1000 gallons
Level Begin Dose _____ Level End Dose _____ Dose Amount (Gallons) _____
Run Tiime N Level Begin N Level End _____ Flow Amount _____ (gpm)

VALVE#	LINE #	DESIGN PRESSURE	OBSERVED PRESSURE	ADJUSTED PRESSURE
	8	3		3
	9			
	10			
1	11			
	12			
	13			
	5			
	6			
2	7			
	14			
	15			
	16			
	1			
3	2			
	3			
	4			
	17			
	18			
	19			
	20			

RECOMMENDATIONS TO OWNER:

High water alarm works, only have red light at junction box.

COMPLIANCE STATUS: **COMPLIANT** ✓ **NON-COMPLIANT** _____

SIGNATURE OF "ORC": Michael Goodnight

DEH

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

Initial Inspection

Name and Address of System Manager

TRI-COUNTY WASTEWATER
8037 Fairview Road, Suite G
Charlotte, NC 28227
(704) 545-1711

Date of Inspection: 4-24-00
☐ 6 Mo. ☐ Follow-up
☐ 12 Mo. ☐ Service Call

County: Meck
System Classification & Type: IV

Carman Shenkel
~~3712 Davis~~ Dr PO B 241451
Charlotte NC ~~28270~~ 28224

Location of System: 3712 Davis DR

Lot # _____ Phase _____
Subdivision: _____

(✓=Satisfactory, M= Marginal, X=Unsatisfactory, N=Not Evalulated, NA= Not Applicable)

TANKAGE (septic tanks)

			Scum Level	Sludge Level
Tank risers accessible?				
Signs of infiltration?		Septic Tank		
Tanks and access structurally sound?		Water Depth		
Sanitary tee(s) in good condition?		Septic Tank Needs Pumping		
Effluent filter cleaned?				
Effluent filter in good condition?				

TANKAGE (grease traps)

			Scum Level	Sludge Level
Grease trap risers accessible?				
Signs of infiltration?		Grease Trap		
Grease trap and access structurally sound?		Water Depth		
Sanitary tee(s) in good condition?		Grease Trap Needs Pumping		
Effluent filter cleaned?				
Effluent filter in good condition?				

EFFLUENT DOSING STATION:

Tank Riser Height?	✓	Filter Cleaned	
Signs of Infiltration?	✓	Filter in Good Condition	
Required pumps present and operating properly?	✓	Elapsed Time Readings:	
High water alarm operating properly?	M	Pump #1	
Floats, pipes, valves, disconnects in good condition?	✓	Pump #2	
Control panel enclosure/components in good condition?	✓	Pump #3	
Effluent appears clear and free of solids?	✓	Pump #4	

GROUND ABSORPTION FIELDS (general):

No evidence of effluent surfacing?	✓
Surface water being effectively diverted away?	✓
Line cover & vegetative cover maintained properly?	✓
Protected from traffic, destructive uses?	✓
Distribution devices in good working condition?	✓
Repair area properly reserved, maintained?	✓

PRESSURE MANIFOLD SYSTEM:

Manifold vault, valves, piping in good condition?		Corrected Today	
Evidence of leakage, blockage in discharge lines?		Corrected Today	
Pressure head is properly adjusted?		Corrected Today	

LOW PRESSURE PIPE SYSTEM:

Turnups/cleanouts/valves intact and accessible?	✓	Corrected Today	
Laterals free of excess solids?	M		
Laterals flushed this inspection?	yes		
Pressure head is properly adjusted?	X2	Corrected Today	✓

SWDSMR 3/99

Pump Tank Size 1000 gallons
Level Begin Dose N Level End Dose N Dose Amount (Gallons) _____
Run Tiime N Level Begin N Level End N Flow Amount _____ (gpm)

VALVE#	LINE #	DESIGN PRESSURE	OBSERVED PRESSURE	ADJUSTED PRESSURE
		3'		3'
1	8			
	9			
	10			
	11			
	12			
	13			
2	5			
	6			
	7			
	14			
	15			
	16			
3	1			
	2			
	3			
	4			
	17			
	18			
	19			
	00			

RECOMMENDATIONS TO OWNER: High warm alarm switch sticking causing alarm to be intermittent. We will replace switch next inspection. Valve box full of water, because of type box used and box is below grade level. There is no way to keep water out the way it is. Also concrete lid needs to be keeped accessible for inspections.

COMPLIANCE STATUS: **COMPLIANT** ✓ **NON-COMPLIANT** _____

SIGNATURE OF "ORC": Michael Gambrell

SUBSURFACE WASTEWATER DISPOSAL SYSTEM
MONITORING REPORT FORM

Name and Address of System Manager

TRI-COUNTY WASTEWATER
8037 Fairview Road, Suite G
Charlotte, NC 28227
(704) 545-1711

Date of Inspection: 9-13-00

☒ 6 Mo. ☐ Follow-up ☐ 12 Mo. ☐ Service Call

County: Meck

System Classification & Type: IV

Carman Shenkel
P. O. Box 241451
Charlotte NC 28224

Location of System

Lot # _____ Phase _____

Subdivision: _____

(✓=Satisfactory, M= Marginal, X=Unsatisfactory, N=Not Evalulated, NA= Not Applicable)

TANKAGE (septic tanks)

			Scum Level	Sludge Level
Tank risers accessible?				
Signs of infiltration?		Septic Tank		
Tanks and access structurally sound?		Water Depth		
Sanitary tee(s) in good condition?		Septic Tank Needs Pumping		
Effluent filter cleaned?				
Effluent filter in good condition?				

TANKAGE (grease traps)

			Scum Level	Sludge Level
Grease trap risers accessible?				
Signs of infiltration?		Grease Trap		
Grease trap and access structurally sound?		Water Depth		
Sanitary tee(s) in good condition?		Grease Trap Needs Pumping		
Effluent filter cleaned?				
Effluent filter in good condition?				

EFFLUENT DOSING STATION:

Tank Riser Height?	✓	Filter Cleaned	
Signs of Infiltration?	✓	Filter in Good Condition	
Required pumps present and operating properly?	✓	Elapsed Time Readings:	
High water alarm operating properly?	X	Pump #1	
Floats, pipes, valves, disconnects in good condition?	✓	Pump #2	
Control panel enclosure/components in good condition?	✓	Pump #3	
Effluent appears clear and free of solids?	✓	Pump #4	

GROUND ABSORPTION FIELDS (general):

No evidence of effluent surfacing?	✓
Surface water being effectively diverted away?	✓
Line cover & vegetative cover maintained properly?	✓
Protected from traffic, destructive uses?	✓
Distribution devices in good working condition?	✓
Repair area properly reserved, maintained?	✓

PRESSURE MANIFOLD SYSTEM:

Manifold vault, valves, piping in good condition?		Corrected Today	
Evidence of leakage, blockage in discharge lines?		Corrected Today	
Pressure head is properly adjusted?		Corrected Today	

LOW PRESSURE PIPE SYSTEM:

Turnups/cleanouts/valves intact and accessible?	X	Corrected Today	
Laterals free of excess solids?	✓		
Laterals flushed this inspection?	yes		
Pressure head is properly adjusted?	no	Corrected Today	✓

Pump Tank Size 1000 gallons
Level Begin Dose _____ Level End Dose _____ Dose Amount (Gallons) _____
Run Tiime N Level Begin ✓ Level End N Flow Amount _____ (gpm)

VALVE#	LINE #	DESIGN PRESSURE	OBSERVED PRESSURE	ADJUSTED PRESSURE
	8	3'		3'
	9			
1	10			
	11			
	12			
	13			
2	5			
	6			
	7			
	14			
	15			
	16			
	1			
3	2			
	3			
	4			
	17			
	18			
	19			
	20			

RECOMMENDATIONS TO OWNER: High water alarm switch back inside of control panel, will have to locate one and make repairs.

Also there are two lines not located yet near stable walk side. Will have to try on next inspection to locate them.

COMPLIANCE STATUS: COMPLIANT _____ NON-COMPLIANT ✓

SIGNATURE OF "ORC": Michael Gambrisi

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

AO) 10960 4/25/00 Rec'd Call [ ] CRT [X]

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

(704)336-5102 11827

PERSON FILING APPLICATION:
NAME: Shenkel (last) Carmen (first) L (mi)
ADDRESS: 3712 Davis Dr. PHONE: (704) 321-5533
CITY: Charlotte STATE: NC ZIPCODE: 28270

Date: 04-25-00

PROPERTY OWNER:
NAME: Shenkel (last) Carmen (first) L (mi)
ADDRESS: 3712 Davis Dr. PHONE: (704) 321-5533
CITY: Charlotte STATE: NC ZIPCODE: 28270

PROPERTY INFORMATION (FROM ENGINEERING FORM):
TAX/PARCEL NUMBER: 23106504
STREET ADDRESS:
ZONING:

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

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 4 LOT SIZE (in acres):

TYPE APPLICATION (check one):

[X] ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)
[ ] EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
[ ] ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
[ ] COMMERCIAL OR INDUSTRIAL (N)

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

NUMBER BEDROOMS: 3 NUMBER OCCUPANTS:
SYSTEM CLASSIFICATION:

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

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

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

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

Signed: Carmen Shenkel Date: 04-25-00

NOTICE:

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

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

...This permit is not transferable.

...OK to Use Existing System for Garage Addition

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

Joshua R. Sellers RS. 05-02-00
Environmentalist Date

WATER : 122791

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Fees

Requestor (please print): CARMEN SHOVEL Phone #: Date Requested: 4/25/00 Date Filled:

Account Name: Cash Charge Account No.:

I certify that I am authorized to charge this account for this service:

Signature: Printed Name: Date:

T.C.	Qty	Description	Unit Cost	Total Cost
0701		Improvement Permit Application - Residential	$ 200.00	
0735		Improvement Permit Application - Commercial	$ 400.00	
0702		Optional Site Evaluations	$ 100.00	
0703		Installation and Final Approval	$ 150.00	
0704		Change in Plot Plan	$ 100.00	100
0705	1	MH Exc/Add/Repl without System Modification	$ 100.00	
0706		MH Exc/Add/Repl with System Modification	$ 300.00	
0707		Site Consultation Visit	$ 100.00	
0734		Authorization for Wastewater System Construction	$ 150.00	
0708		Realty Closing - Conventional	$ 85.00	
0709		Realty Closing - FHA with water	$ 135.00	
0710		Additional Trips	$ 65.00	
0711		Well Water Analysis-Bacteriological with regular parameters	$ 50.00	
0712		Well Water Analysis -Nitrates and Nitrites	$ 15.00	
0714		Well Water Analysis - Organic Analysis	$ 200.00	
0715		Admin. Fee - Field Activity Letter	$ 25.00	
0718		Residential Pool Permit	$ 50.00	
0719		Public Pool Permit - operating	$ 240.00	
0720		Seasonal Pool Permit - operating	$ 120.00	
0736		Pool Late Fee	$ 120.00	
0733		Permit to Construct a Public Pool	$ 200.00	
0721		Home Day Care Evaluation and Permit	$ 70.00	
0722		Home Day Care Evaluation and Annual Fee	$ 40.00	
0723		Eval and Report Non-Permit Facility	$ 50.00	
0724		Private Pool Testing	$ 15.00	
0731		Garbage Hauler Permit - (1-9 vehicles)	$ 30.00	
0736		Garbage Hauler Permit - (each over 9)	$ 20.00	
0725		Document Copies	$ 0.05	

Payment received by: KM Date: 4-25-00 Total: 100—

3712 ~~5711~~ DAVIS DR.

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

BEATY'S PRINTING & BINDERY SERVICES-CHARLOTTE, N.C.-(704) 375-9222

File 11827

COPY

PLOT PLAN FOR PERMIT APPLICATION
ONE/TWO FAMILY, MODULAR, MOBILE HOME OR ZONING USE

LOCATION

STREET # (N,S,E,W) 3712 | STREET NAME DAVIS DR. | (AV,RD,ST, etc.)

SUITE/UNIT(S):

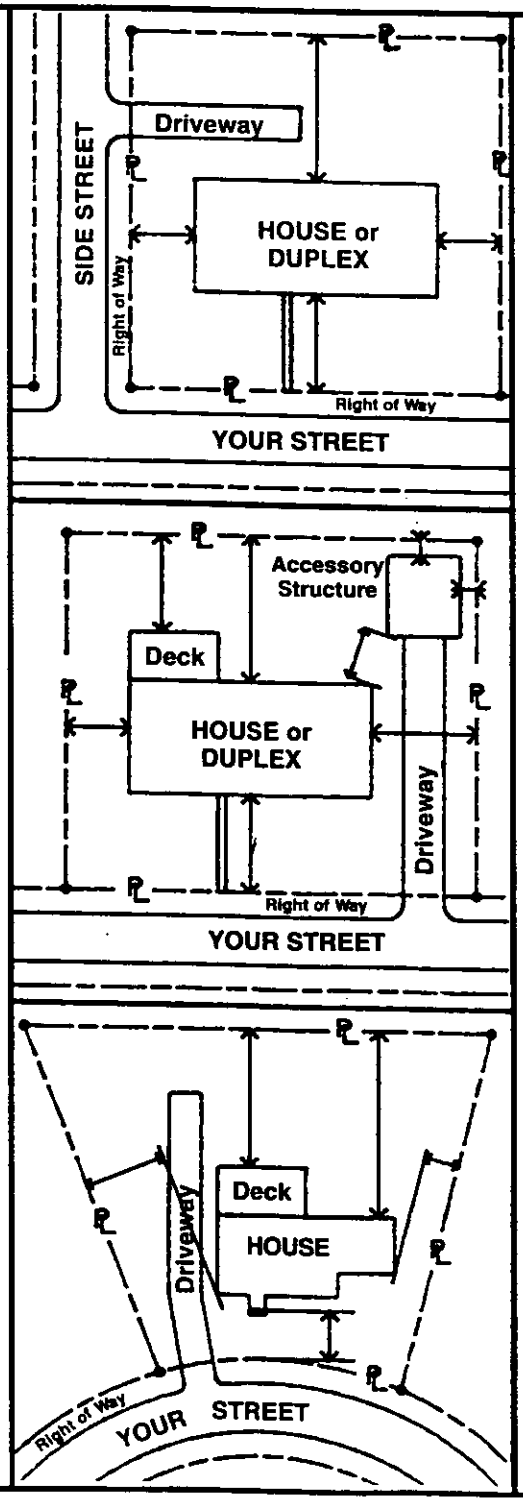
PERMIT #

TAX JURISDICTION: *(Check One)*
- ☒ 0 - Mecklenburg
- ☐ 1 - Charlotte
- ☐ 2 - Davidson
- ☐ 3 - Cornelius
- ☐ 4 - Pineville
- ☐ 5 - Matthews
- ☐ 6 - Huntersville
- ☐ 7 - Mint Hill

TAX PARCEL #

JOB #

EXAMPLES/PLOT PLAN

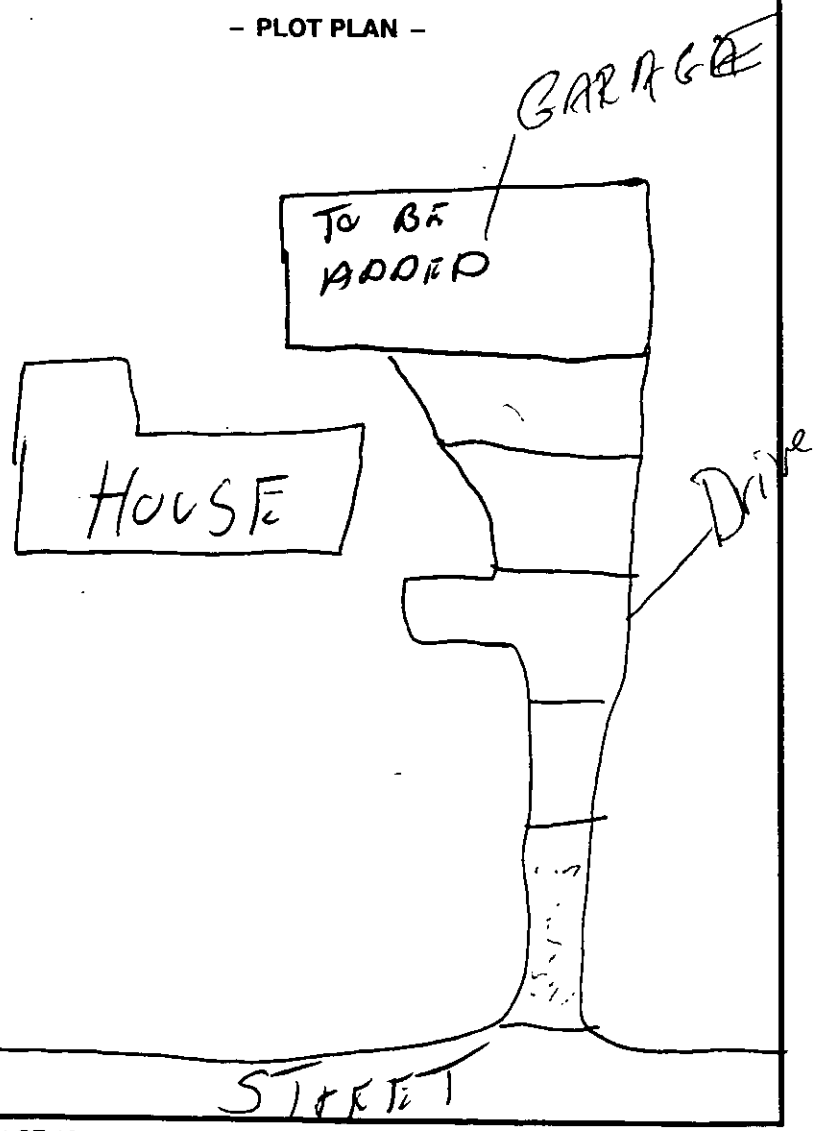


– INSTRUCTIONS –

In the space provided below, draw plot plan as neatly and accurately as possible, from survey if available.

1. Draw street(s) and right-of-way(s).
2. Draw property lines with dimensions.
3. Draw proposed and existing buildings showing any attached porch(es), deck(s), chimney(s), carport(s), or garage(s), etc.
4. Show distances of buildings from property lines or other structures.
5. Separate application and plot plan required for each building.

– PLOT PLAN –



ALL EXISTING AND PROPOSED BUILDING(S) ON LOT ARE SHOWN WITH MEASUREMENTS INDICATED.

Mecklenburg County
Health Department

March 22, 2000

Carmen Shenkel
3712 Davis Drive
Charlotte, NC 28270

Dear Property Owner:

A required inspection of the Type IVa septic system, which serves as the wastewater treatment and disposal system for the residence located at 3712 Davis Drive, Charlotte, North Carolina, is past due.

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 drain field 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 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."

Enclosed is a copy of the information that we have on file. Please submit a new contract with a certified operator to our office by April 21, 2000.

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 and 9:00 a.m., Monday through Friday, or leave a message on my voice mail.

Sincerely,

L.B. Thompson, Jr., R.S.

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

Enclosure: Certified Operators List
Expired Maintenance Contract

231-065-04
Carmen Shenkel
3712 Davis Dr.
Charlotte, NC
28270

Did not
Bill
In
99-2000
FY 15

INSPECTION AND MAINTENANCE AGREEMENT

DEH

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

2000 THIS AGREEMENT is made and entered into this 31st day of March, [redacted], by and between Carman Shenkel (hereinafter the "Owner") and Tri-County Wastewater Management (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. Admin. Code 18A.1900 et seq.; and

WHEREAS, 15A N.C. Admin. Code 18A.1961 requires a contract to be executed between the system owner and a management entity prior to the issuance of an Operation Permit for said system; and

WHEREAS, 15A N.C. Admin. Code 18A.1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owner and a management entity shall be in effect for as long as the system is in use; and

WHEREAS, the Contractor is a management entity of a type authorized by 15A N.C. Admin. Code 18A.1961 to manage a Type IV 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 have performed the following services on the Owner's system located at 3712 Davis Dr. Charlotte NC 28270

a. The Contractor shall have an inspection of the system performed twice a year in accordance with Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

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

(1) [see attachments]

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 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. If the Contract is terminated by the Contractor prior to both inspections being completed during a year the annual fee will be pro rated and refunded to the Owner. If any monies are owed to the Contractor by the Owner for any work performed to the system, the refund for cancellation will be deducted.

g. The Contractor shall employ or contract with a Certified Operator to perform the maintenance procedures if required by table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

h. If the Contractor makes a change in Certified Operators, the Contractor shall notify the local health department within 48 hours of the change and will have a replacement within thirty (30) days.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $300.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The initial annual fee is payable upon the execution of the contract. Annual billings will be made thereafter and payable within fifteen (15) days of billing. The annual fee may be amended upon sixty (60) days advance notice to the Owner. 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. These fees are due and payable within fifteen (15) days of billing. Payments due to the Contractor and unpaid by the Owner after fifteen (15) days shall accrue interest from the due date until paid at a rate of 1.5 percent per month.

b. Within thirty (30) 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. Automatic Termination for Cause.
This agreement shall automatically terminate if the Owner fails to pay any fees or charges to the Contractor within the terms specified in paragraph 2.a.

c. 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.

d. Termination by the Owner.
The Owner may terminate this Agreement by giving written notice to the Contractor and to the local health department thirty (30) days in advance of the date of termination.

e. Termination by the Contractor.
The Contractor may terminate this Agreement by giving written notice to the Owner and to the local health department thirty (30) days in advance of the date of termination.

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 a default of 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:
Carman Shenkel
P.O. Box 241451 Charlotte NC 28224

To the Contractor:
Tri-County Wastewater Management
~~712 South Hayne Street, Monroe, N~~ 8037-G Fairview Rd
Charlotte, NC 28227

To the Local Health Department:
Mecklenburg County Environmental Health Department
700 N. Tryon St., Suite 211, Charlotte, NC 28202

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. Effective Date / Unoccupied Property. If the property is unoccupied at the time of the execution of this agreement, the effective date of this agreement may be changed to the date of occupancy with the mutual consent between all parties. This change resets the annual billing structure and the calender for periodic inspections. Fees that are paid upon the execution of this agreement will be held by the Contractor and applied at the date of the change. An attachment showing proof of the occupancy date must be provided by the Owner to the Contractor and the local health department at the time the change is to be made.

12. 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.

13. 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.

Carmen Shenkel
(Owner)

Attest: Vicki Davis

(Contractor)

Attest: Vicki Davis

(Certified Operator)

Attest: Vicki Davis

(Office use only)

Change of effective date for unoccupied property:_____
(If applicable; refer to paragraph 11.)

(LPPCRNTC-05694)

MAINTENANCE PROCEDURES

1. Inspect ground cover and landscaping to insure proper water runoff over system.

2. SEPTIC TANK

a. Check sludge depths yearly (if applicable). Recommendation will be made to have tank pumped when sludge depth comes within 8 inches of the bottom of the outlet tee.

3. PUMP TANK

a. Inspect riser connection and conduit connections to make sure they are not allowing surface water into the pump tank.

b. Activate the pump to insure that it is functional.

c. Inspect and test all float switches to insure that they are functional.

d. Activate and test all components of the alarm system including high water alarm float, control box, audible and visible alarms.

e. Add water if necessary to test pumping controls, pump, piping, and all components of the pumping system. Measure and record draw down and calculate dosing volume and running time of the pump. Adjust float controls, if necessary, to achieve specified gallons/dose.

f. Inspect pump tank for sludge. Pump tank shall be pumped out if 6 inches of sludge are present.

4. DISTRIBUTION SYSTEM

a. Activate system and check for any breaks or cracks in supply manifold, distribution manifold, pipe connections, valves or valve connections, lateral piping, and turn-ups.

b. Check lines for correct pressure head.

c. Check caps on clean-out connections and stand pipes.

d. Inspect all valve boxes and protective sleeves of turn-ups.

e. Cut off and cap turn-ups after initial six weeks of use as prescribed in permit (if applicable).

5. Inspect all required curtain, interceptor, or french drains to insure that they are functioning as designed to insure proper water runoff around system.

6. SPECIAL CONDITIONS:

_____

_____

_____

_____

_____

_____

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

INSPECTION AND MAINTENACE CC # 14119

THIS AGREEMENT is made and entered into this 11 day of 11, 1997 by and between JOHN MARK BENTLEY (hereinafter the"Owner") and MACKENZIE NYE (hereinafter the "Contractor")
VDI

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 MES50 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 MES50 system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and the Contractor as stipulated below.

1. The Contractor's Obligations. The Contractor shall perform the following services on the Owners's system located at 3712 DAVIS DR., CHARLOTTE, NC 28270 TAKE 4TH ST SOUTH TO RODIDANCE, CONTINUE S TO MCKEE, (L) TO DAVIS DR. R 1200 FT ON R.

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 MES50 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) 08240 / 5-14-97
(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 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 IV-50 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 $ ~~225.00~~ 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 25% 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 18% percent per month.

b. Within 30 days of receipt of notice of needed repairs pursuant to paragraph l.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.

he 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 terminatio

d. Termination by the Contractor

(1) The Contractor may terminate this Agreement for cause by giving written notice of in 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 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 30 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.

(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 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 5 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 manu-facturers, 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 tosections 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:

JOHN MARK BENTLEY

To the Contractor: MICHAEL W. NYE TRUST

MECKLENBURG COUNTY HEALTH DEPT.

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.

(Owner)

704 650 5439
764 608-0245

Attest:

(Contractor)

MACKAMPA MACK NYEKUDI
RT. 2 BOX 282 G/3
MAXTON NC. 28364 833 MG GIRT Rd
PHONE (910)844-6036

Attest:

BK: 09151 PG: 0537/0539 4:0359 13.05
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 07/14/97 14:14

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 # 11827
PARCEL # _____

The undersigned, Laura M. Bentley + J. Mark Bentley, owner of property located at Lot 4, Block 6 Providence Estates, (the "site") and described in an instrument recorded in Book 3948 at Page 398, 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.

This instrument was prepared by: Laura M. Bentley
Mail after recording to: 11020 Carmel Crossing Rd.
Charlotte, NC 28226

- 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 14th day of July, 1997.

_____ Laura M. Bentley (SEAL)
(Corporate Name)

_____ (SEAL)

By: _____ _____ (SEAL)

_____ President _____ (SEAL)

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

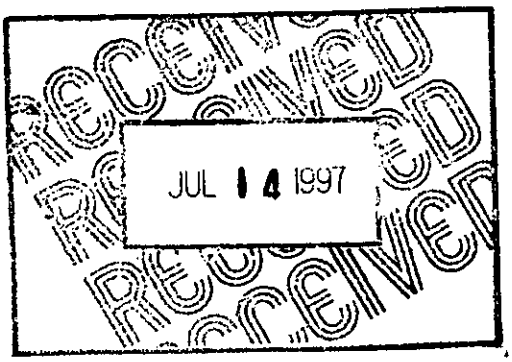
I, Beth Ann Beasley, a Notary Public for said County and State, do hereby certify that Laura M. Bentley personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 14 day of July, 1997.

Beth Ann Beasley
Notary Public

My Commission Expires: 2-19-98

BETH ANN BEASLEY NOTARY PUBLIC MECKLENBURG COUNTY, N.C.


RECEIVED
JUL 14 1997

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 11827 DATE: 10/30/97
TC: 231-052-15 ☒ L ☒ ORT
SERIAL Nº 17401

Name of Owner Mark Bentley Juris.:
Address of Property 3700 Davis Drive

Inspection Data:

Tank Material PCC
Total Length of Drainfield 960
Number of Lines 10 @ 96' (20 trenches at 96')
Cover Depth Shallow to grade and Garden permitted
Water Supply Source Municipal
Distance to Water Source 10' minimal
Excavation Inspected 10/30/97
Tank(s) Inspected 10/30/97
Wash Line Inspected 10/30/97
High Water Alarm Inspected 11/12/97
INTERCEPTOR DRAIN 10/30/97
Design 1500 ST, 1000PT, 960' LPP WITH 18" TRENCHES, 12"G CTR# Carl & Hildreth Terry Tillone

PLOT

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 I5A 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 I5A 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 ~~#~~ IVA - 3 bedroom - Jerry Jacobs plan
Contract on file

Jane Virginia Bunny R.S.
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: 11827 DATE: 10/14/97

TC: 231-052-15 I / L

SERIAL Nº 17526

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 10/14/97. All work shall be completed on or before 11/15/97, 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 14"

Absorption and/or Nitrification Lines:

Trench Width 18" feet

Trench Walls Scored and Porous _____

Total Line Length 960 feet

Number of Lines 20

Depth of Stone 12" inches

Distance from House 5 feet

Distance from Property Line 10 feet

Distance from Well N/A feet
MUNICIPAL

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

NAME OF OWNER Mark Bentley

LOCATION OF PROPERTY 3700 Davis Drive

Comments: INSTALLATION OF THIS SYSTEM IS PERFORMED IN ACCORDANCE WITH DESIGN PLANS OF TONEY JACOBS.

Joni Higgins Bunn, R.S.
Environmental Health Specialist

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

Chk# 1463 400 QSRT

FEE: 200.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 7/14/97 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 7-14-97 **PERMIT NO:** 11827
PARCEL NO: 231-052-15

JOB LOCATION ADDRESS: 3712 Davis Dr
PROPERTY OWNER: Laura Bentley
BUILDING CONTRACTOR:
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: [signature] **DATE:** 7-14-97
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 11027, 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
- type II CPP system certified operator required
- install in accordance with 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.

X Laura M. Bentley 7/14/97
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 11827

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 231-052-15

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

.075 Long-term acceptance rate	360 Max gallons/day wastewater flow	940 Absorption Area (sq ft)	5 Trench spacing (min. on centers)
~~YES~~ YES Serviced by private well	1500 Gallon septic tank	960 Total trench length (ft)	13 Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	1000 Gallon pump tank	9 Depth of stone	

Any surface waters present: No Type: Minimum separation distance:

Site modifications required: No.

Additional Conditions: - agreement form must be executed and recorded prior to installation approval
- Type IV LPP system certified operator required
- install in Accordance w/ plan on file

Repair Area System Type Type (circle one): I II III IV V VI N/A	___ 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.

Wally Hall 7-14-97
DEHNR Authorized Agent Date

X Laura M. Bentley 7/14/97
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

Mr. Bentley requested to change driveway over french drain. Decision will have to be made by Corey Jacobs.

Per Corey Jacobs — Driveway can not be over french drain — Must maintain 10' from french drain and may cross ~~drain~~ perpendicular

Relayed info to Mr. Bentley per telephone 11/15/97. — JHB

Mecklenburg County
Health Department

TELECOPIER TRANSMITTAL COVER SHEET

*** NOTICE ***

THE INFORMATION CONTAINED IN THIS TELECOPY MAY BE PRIVILEGED AND/OR CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT (OR SUCH RECIPIENT'S EMPLOYEE OR AGENT), YOU ARE HEREBY NOTIFIED NOT TO READ, DISTRIBUTE OR COPY THE MATERIALS ATTACHED HERETO WITHOUT THE PRIOR WRITTEN CONSENT OF THE SENDER. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE NOTIFY THE SENDER BY TELEPHONE CALL AND RETURN THE ORIGINAL TELECOPY TO US BY MAIL AND WE WILL REIMBURSE YOU FOR THE REQUIRED POSTAGE. THANK YOU.

TO: Corey Jacobs TELECOPIER # 662-9845

FROM: Toni Higgins Bunn DATE 11/11/97

NUMBER OF PAGES TRANSMITTED: 2 (including cover sheet)

COMMENTS: Here is a copy of John Bentley's drawing to grade a driveway over french drain. Please comment.

3714 Davis Drive 11827
231-052-15

If you do not receive all pages, please call us as soon as possible at the following number: (704)336-5102.

[X] Original will not follow [ ] Original will follow via:

[ ] U.S. Mail [ ] Hand Delivery [ ] ____

Mecklenburg County
Health Department

November 6, 1997

Mark Bentley
13416 Portside Drive
Charlotte, NC 28278

Re: 3700 Davis Drive
File: 11827
Parcel: 231-052-16)

Dear Mr. Bentley:

At your request, an inspection was made at the above referenced property to facilitate the issuance of an Operation Permit for the On-Site Sanitary System of Sewage Treatment and Disposal. During the inspection it was found that the following items did not meet the regulations set fourth in the "Laws and Rules for Sanitary Sewage Collection, Treatment, Disposal 15A NCAC 18A .1900; .1952 Septic Tank, Dosing Tank and Lift Station Design and .1961 Maintenance of Sewage Systems. "Our comments follow:

1) (6) Pump and control circuits shall be provided with manual circuit disconnects within a watertight, corrosion-resistant, outside enclosure (**NEMA 4X** or equivalent) adjacent to the pump tank, securely mounted at least 12 inches above the finished grade. The pump(s) shall be manually operable without requiring the use of special tools or entrance into the tank for testing purposes. Conductors shall be conveyed to the disconnect enclosure through waterproof, gasproof, and corrosion-resistant conduits, with no splices or junction boxes provided inside the tank. Wire grips, duct seal, or other suitable material shall be used to seal around wire and wire conduit openings inside the pump tank and disconnect enclosure.

2) (9) The pump tank shall have a properly functioning high-water alarm. The alarm circuit shall be supplied ahead of any pump overload and short circuit protective devices. The alarm shall be audible and visible by system users and weatherproof if installed outdoors in an enclosure (**NEMA 4X** or equivalent).

3) A contract shall be executed between the system owner and a management entity prior to the issuance of an Operation Permit required to be maintained by a public or private management entity. The contract shall include the specific requirements for maintenance and operation, responsibilities of the owner and system operator, provisions that the contract shall be in effect for as long as the system is in use, and other requirements for the continued proper subsequent owners of the system execute such a contract.

4) Pursuant to the design plan by Tony Jacobs, (6) "The installation contractor shall stabilize the area of construction by planting & mulching with Fescue grass," and (17) Final Landscaping is also a required part of the final inspection of this septic system.

The above mentioned items must be installed and inspected prior to the Operation Permit being issued. The Operation Permit is **required** for the Certificate of Occupancy and the permanent electric hook-ups. Please schedule the inspections at lease five (5) working days in advance to ensure no delays in the Operation Permit issuance.

Please call me at 336-5572 to discuss any questions you may have concerning this matter.

Sincerely,

Toni Higgins-Bunney, R.S.
Individual Water and Wastewater Systems

THB:gc

Mecklenburg County
Health Department

Betty S. Snow, R.N., M.A.
Health Director

January 7, 1994

~~Lakeview Homes, Inc.~~ Mark Bentley
~~2046-4A Chartwell Center Drive~~ [redacted] 13416 Portside Drive
~~Davidson, NC 28036~~ Charlotte, NC 28278

Re: ~~20716 Bethelwood Lane~~ ~~13416 Portside Drive~~ 3700 Davis Drive
File: ~~8859A/987B (Tax Parcel No. 001-121-02)~~ 11827 231-052-16

Dear Sir:

At your request an inspection was made at the above referenced property to facilitate the issuance of an Operation Permit for the On-Site Sanitary System of Sewage Treatment and Disposal. During the inspection it was found that the following items did not meet the regulations set fourth in the "Laws and Rules for Sanitary Sewage Collection, Treatment, Disposal 15A NCAC 18A .1900; .1952 Septic Tank, Dosing Tank and Lift Station Design and .1961 Maintenance of Sewage Systems. "Our comments follow:

1) (6) Pump and control circuits shall be provided with manual circuit disconnects within a watertight, corrosion-resistant, outside enclosure (**NEMA 4X** or equivalent) adjacent to the pump tank, securely mounted at least 12 inches above the finished grade. The pump(s) shall be manually operable without requiring the use of special tools or entrance into the tank for testing purposes. Conductors shall be conveyed to the disconnect enclosure through water gasproof, and corrosion-resistant conduits, with no splices or junction boxes provided inside the tank. Wire grips, duct seal, or other suitable material shall be used to seal around wire and wire conduit openings inside the pump tank and disconnect enclosure.

2) (9) The pump tank shall have a properly functioning high-water alarm. The alarm circuit shall be supplied ahead of any pump overload and short circuit protective devices. The alarm shall be audible and visible by system users and weatherproof if installed outdoors in an enclosure (**NEMA 4X** or equivalent).

3) (1) After July 1, 1992, no Improvement Permit shall be issued for Type IV, Type V or Type VI systems, unless a <u>management entity</u> of the type specified in Table V (b) is specifically authorized, funded, and operational to carry out this management program in the service area where the proposed system is to be located.

4) ~~A required part of the permit is planting, mulching and landscaping of the system.~~ This will also

ADVANCED METAL PRODUCTS

FABRICATING • MACHINING • CERT. WELDING

5) Pursuant to the design plan by Gary Jacobs, (6) the installation contractor shall stabilize the area of construction by planting & mulching with fescue grass & Bermuda all other (17) final landscaping. After the system is also a required part of the final inspection prior to issuance of the Operation Permit. Please have all these requirements addressed prior to my final ready inspection of this septic system.

336-5572

Toni Heggins-Burney, R.S.
IWWS

P.O. Box 19208 • Charlotte, N.C. 28219
(704) 583-0766 • Fax (704) 583-0768

4) A contract shall be executed between the system owner and a management entity prior to the issuance of an Operation Permit required to be maintained by a public or private management entity. The contract shall include the specific requirements for maintenance and operation, responsibilities of the owner and system operator, provisions that the contract shall be in effect for as long as system is in use, and other requirements for the continued proper subsequent owners of the system execute such a contract.

The above mentioned items must be installed and inspected prior to the Operation Permit being issued. The Operation Permit is **required** for the Certificate of Occupancy and the permanent electric hook-ups. Please schedule the inspections at least five (5) working days in advance to ensure no delays in the Operation Permit issuance.

Please call me at ~~3365570~~ to discuss any question you may have concerning this matter.

Sincerely,

~~Philo S. Walker, R. S.~~
Individual Water and Wastewater Systems

PW:lw

FEE: 100.00 CK# 1409

DATE: 5/14/97

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

[ ] CRT

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 #: 11827

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 231-052-15

STREET ADDRESS: 3712 DAVIS DR

SUBDIVISION OR MOBILE HOME PARK NAME: EAST PROVIDENCE ESTATES

LOT NUMBER: 4

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 5/28/97

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2100

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:

[ ] 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 [X] NO TYPE: _____

WATER SUPPLY (CHECK ONE):

[ ] COMMUNITY (C)
[ ] SHARED WELL (S)
[X] MUNICIPAL (M)
[ ] OTHER 'SPRINGS' (O)
[ ] PRIVATE WELL (P)

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 [ ] YES [X] NO
WELL, SPRINGS OR WATERLINES [X] YES [ ] NO
DESIGNATED WETLANDS [ ] YES [X] NO

PROPERTY OWNER: DONALD + SUE BELL

NAME: (LAST) BELL (FIRST) DONALD (MI) L

ADDRESS: 3700 DAVIS DR

CITY: CHARLOTTE STATE: NC ZIP: 28270

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: BENTLEY MACK
(LAST) [redacted] (FIRST) [redacted] (MI)

DAYTIME PHONE: ( ) 543-1408 HOME 650-5439 MOBILE

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? NOV 18, 1960

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: [signature] DATE: 5/14/97

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

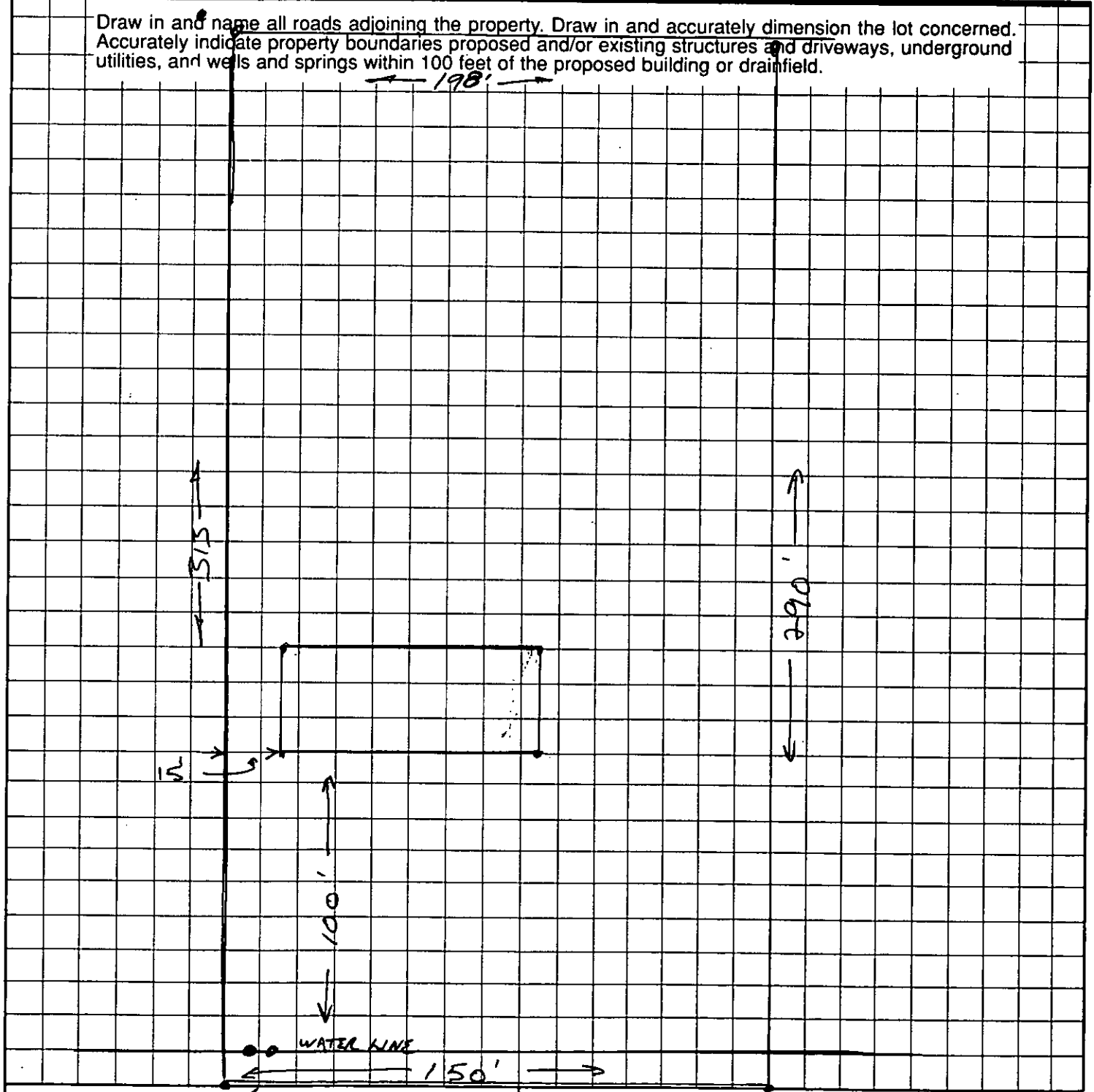
PROPOSED PLOT PLAN

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

FILE: 11827

TC: 231-052-15

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 5/14/97

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

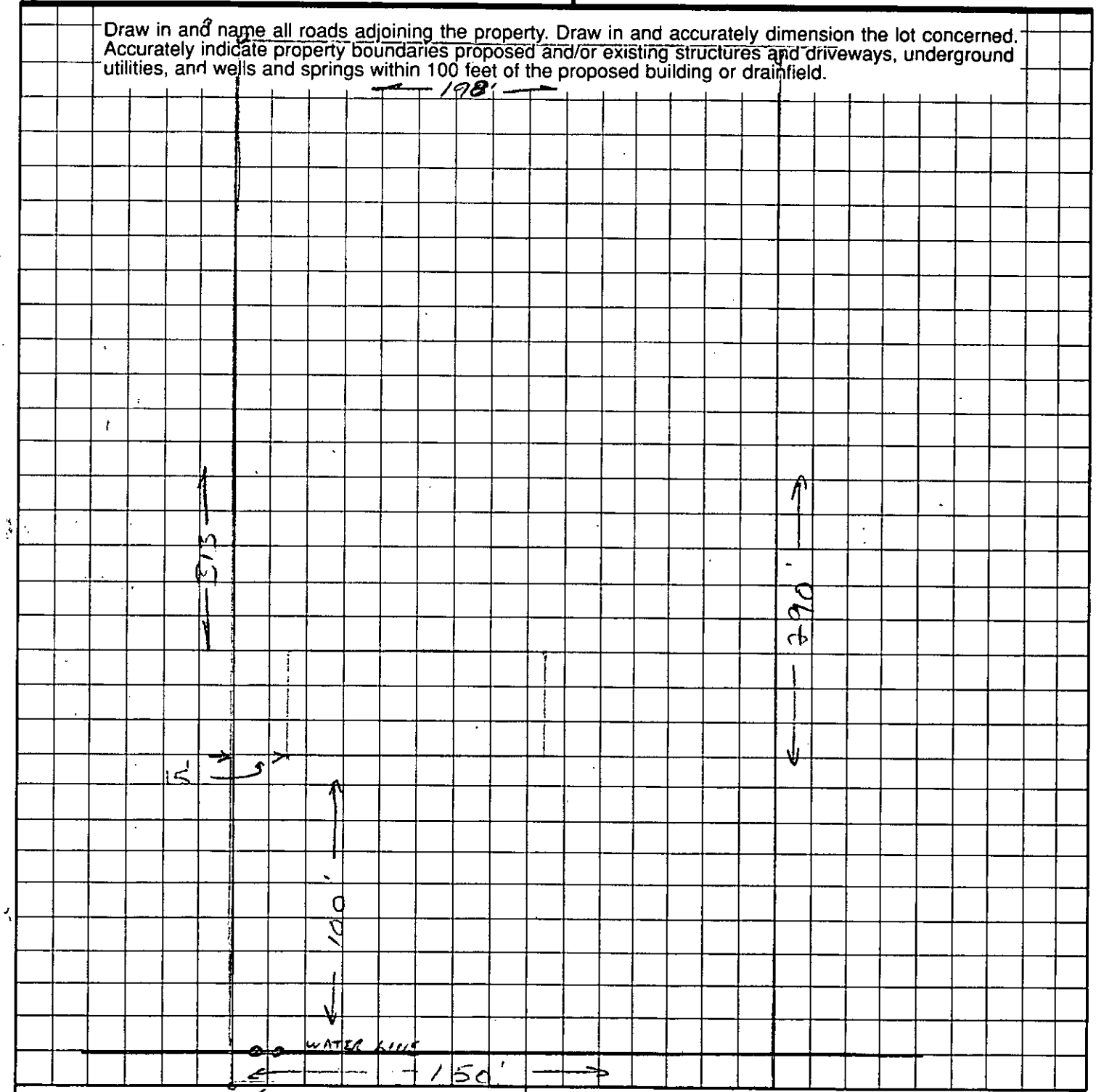
PROPOSED PLOT PLAN

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

FILE: 11827

TC: 231-052-15

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 5/14/97

APPROVAL DATE _____

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

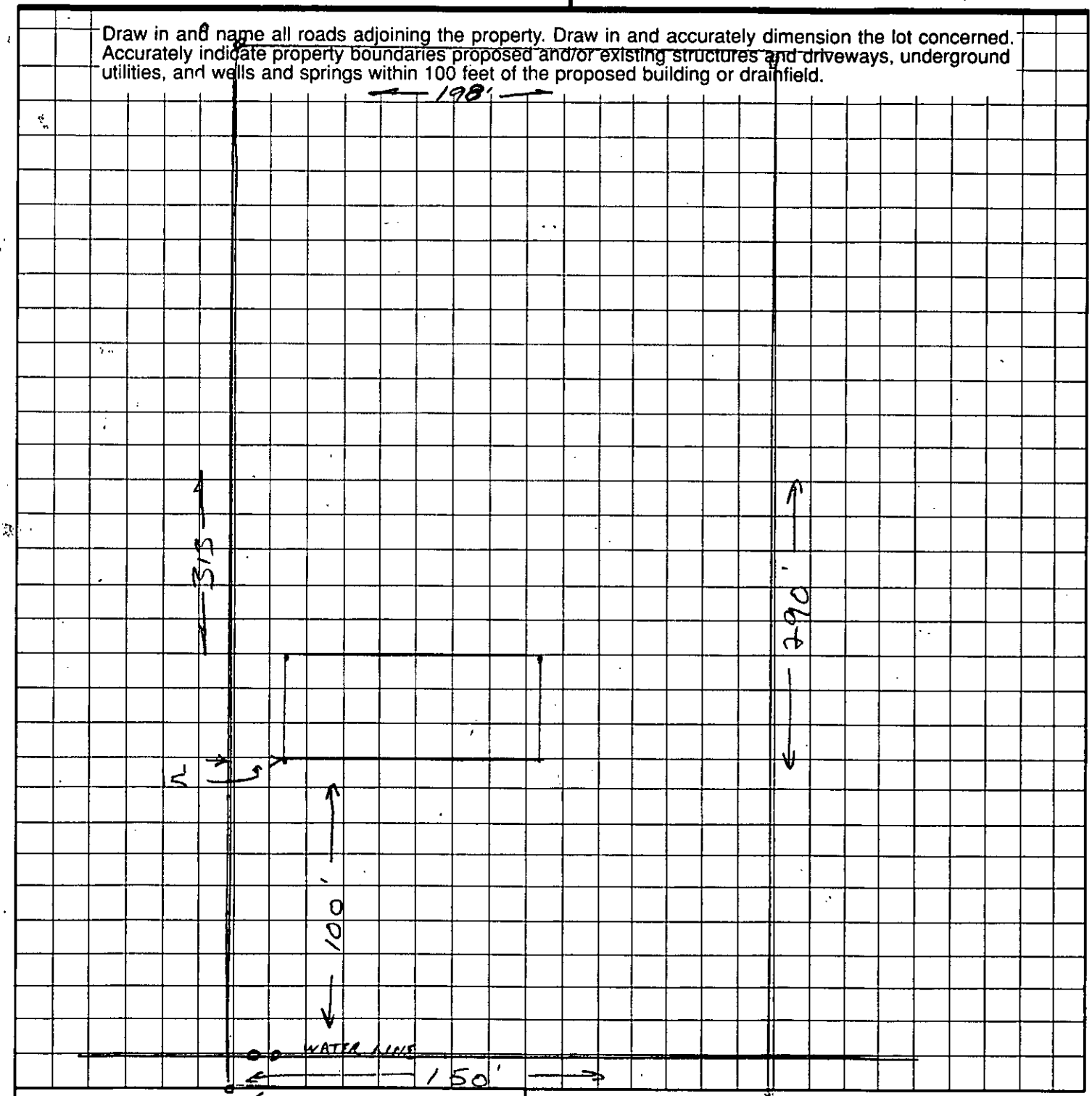
PROPOSED PLOT PLAN

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

FILE: 11827

TC: 231-052-15

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 5/14/97

APPROVAL DATE _____

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

1 00 CK # 1408 5/14/97 PC

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

#3 GTCO

[ ] CRT

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 #: 11827

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 231-052-15

STREET ADDRESS: 3712 DAVIS DR

SUBDIVISION OR MOBILE HOME PARK NAME: EAST PROVIDENCE ESTATES

LOT NUMBER: 4

TOWNSHIP (CHECK ONE):

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

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2100

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:

[ ] WITHOUT BASEMENT [ ] WITH BASEMENT /PLUMBING
[ ] ON SLAB
[X] CRAWL SPACE [ ] WITH BASEMENT /NO PLUMBING

CLOSING DATE 5/28/97

Sat ~~rec'd~~ check 5-29-97
septic site report
WAM 6-2-97

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: [ ] YES [X] 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 [ ] YES [X] NO
WELL, SPRINGS OR WATERLINES [X] YES [ ] NO
DESIGNATED WETLANDS [ ] YES [X] NO

PROPERTY OWNER: DONALD + SUE BELL

NAME: (LAST) BELL (FIRST) DONALD (MI) L

ADDRESS: 3700 DAVIS DR

CITY: CHARLOTTE STATE: NC ZIP: 28270

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: BENTLEY MACK
(LAST) [redacted] (FIRST) [redacted] (MI)

DAYTIME PHONE: ( ) 543-1408 HOME 650-5439 MOBILE

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? NOV 18, 1960

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: [signature] DATE: 5/14/97

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

Mecklenburg County
Health Department

June 10, 1997

Mr. Donald Bell
3700 Davis Drive
Charlotte, NC 28270

Re: 3712 Davis Drive
File: 11827
Parcel: 231-052-15

Dear Mr. Bell:

Receipt of your Application for Improvement Permit for the above referenced property is acknowledged. A soil evaluation and a site visit have been conducted. The results of the evaluation indicated that the site is **UNSUITABLE** under Rules .1941 **SOIL CHARACTERISTICS (MORPHOLOGY)**, .1942 **SOIL WETNESS CONDITIONS**, .1943 **SOIL DEPTH** and .1945 **AVAILABLE SPACE**. For these reasons your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d) which reads as follows:

> A site classified as **UNSUITABLE** may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or .1957 of this Section or a system approved under Rule .1969 if written documentation, including engineering, hydrogeologic, geologic or soil studies, indicates to the local health department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating data indicate that:
> (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
> (2) the effluent will not contaminate ground or surface water; and
> (3) the effluent will not be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.

The State shall review the substantiating data if requested by the local health department.

Please be advised that you have the right to an informal review by this department. You also have the right to appeal under G.S. 130A-24, and to have the appeal held in Mecklenburg County.

If you have any questions regarding this matter, please call me at 336-5575.

Sincerely,

Kelly Randall, R.S., Soil Scientist
Individual Water and Wastewater Systems

Mecklenburg County
Health Department

Donald Ball
3700 Davis Drive
28270

Re: 3712 Davis Dr
File: 11827
Parcel: 231-052-15

Receipt of your Application for Improvement Permit for the above referenced property is acknowledged. A soil evaluation and a site visit have been conducted. The results of the evaluation indicated that the site is UNSUITABLE under Rules

over

For these reasons your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d) which reads as follows:

> A site classified as UNSUITABLE may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or .1957 of this Section or a system approved under Rule .1969 if written documentation, including engineering, hydrogeologic, geologic or soil studies, indicates to the local health department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating data indicate that:
>
> (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
> (2) the effluent will not contaminate groundwater or surface water; and
> (3) the effluent will not be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.
>
> The State shall review the substantiating data if requested by the local health department.

Please be advised that you have the right to an informal review by this department. You also have the right to appeal under G.S. 130A-24, and to have the appeal held in Mecklenburg County.

If you have any questions regarding this matter, please call me at 336-5575.

Sincerely,

Kelly Randall, R.S., Soil Scientist
Individual Water and Wastewater Systems

.1941 soil Characteristics (Morphology), .1942 soil wetness conditions, .1943 soil depth, and .1945 Available Space

0" cl'r 14/08 — 5/14/97 — pc

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

#3 [ ] CRT

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 #: 11827

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 231-052-15

STREET ADDRESS: 3712 DAVIS DR

SUBDIVISION OR MOBILE HOME PARK NAME: EAST PROVIDENCE ESTATES

LOT NUMBER: 4

TOWNSHIP (CHECK ONE):

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

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2100

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:

[ ] WITHOUT BASEMENT [ ] WITH BASEMENT /PLUMBING
[ ] ON SLAB [X] CRAWL SPACE [ ] WITH BASEMENT /NO PLUMBING

CLOSING DATE 5/28/97

Lot ~~called~~ check 52997
use inside spot
WRM 6-2-97

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: [ ] YES [X] 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 [ ] YES [X] NO
WELL, SPRINGS OR WATERLINES [X] YES [ ] NO
DESIGNATED WETLANDS [ ] YES [X] NO

PROPERTY OWNER: DONALD + SUE BELL

NAME: (LAST) BELL (FIRST) DONALD (MI) L

ADDRESS: 3700 DAVIS DR

CITY: CHARLOTTE STATE: NC ZIP: 28270

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: BENTLEY MACK
(LAST) [redacted] (FIRST) [redacted] (MI)

DAYTIME PHONE: ( ) 543-1408 HOME 650-5439 MOBILE

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? NOV 18, 1960

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: [signature] DATE: 5/14/97

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

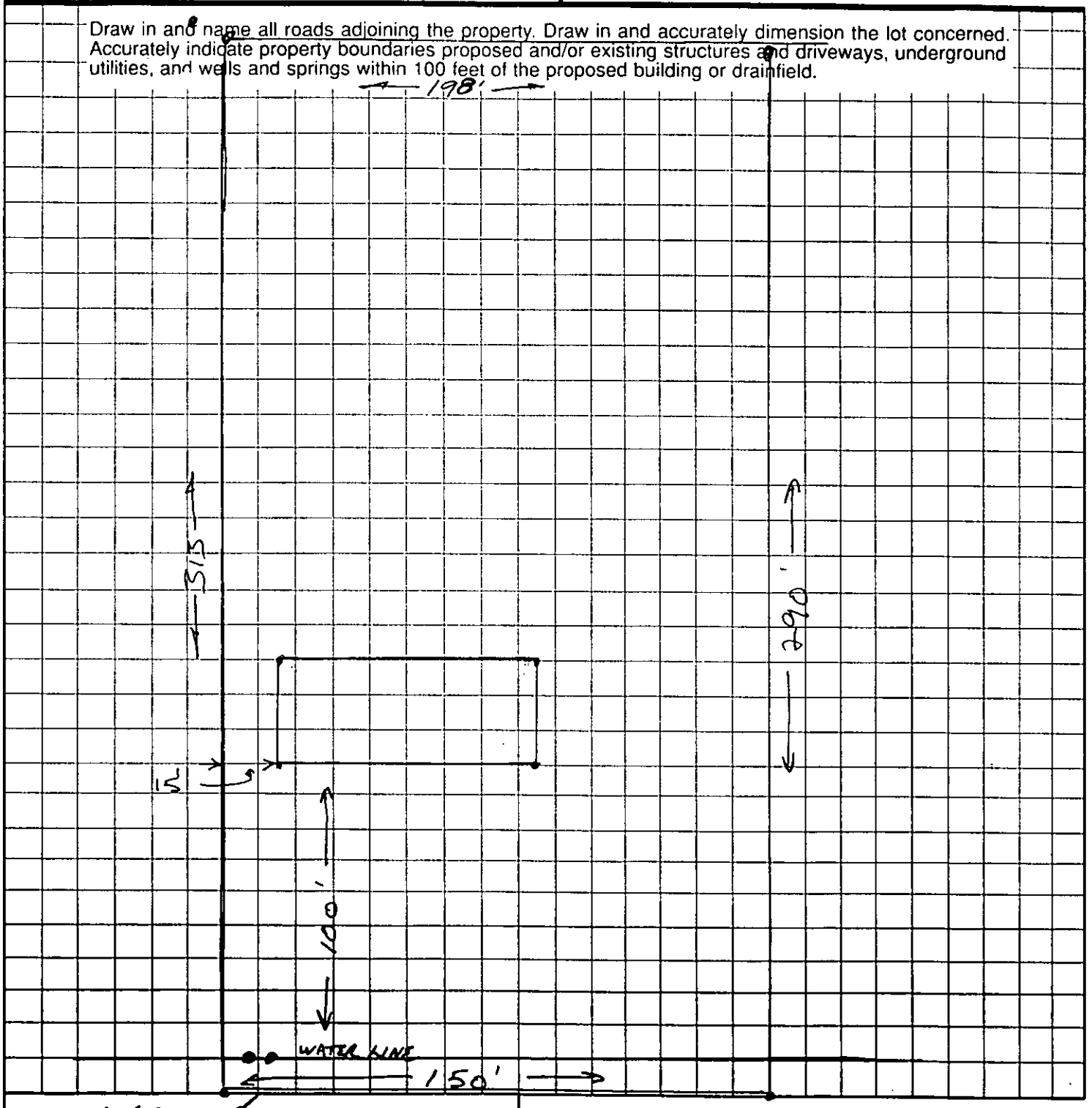
PROPOSED PLOT PLAN

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

FILE: 11827

TC: 231-052-15

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 5/14/97

APPROVAL DATE _____

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

SOIL & GROUNDWATER INVESTIGATION

Date of Investigation June 5, 1977 Lot No. 1627

Owner [illegible] Ranch Inc

Location of Property [illegible] Lot 1 Blk 46

Soil Suitability Ratings Initial, No. 1 Sept 2-15

Soil Properties	Soil 1	Soil 2	Soil 3	Soil 4
1. Soil Series	HELENA		Chaseela	
2. Soil Slope	Suitable 2-6%		—	
3. Soil Depth	unsuitable <40"		—	
4. Soil Texture	unsuitable 2' Expanding clay		—	
5. Soil Structure	unsuitable massive		—	
6. Restrictive Horizons	—		—	
7. Soil Drainage	unsuitable firm bedrock at 4'		unsuitable poorly drained	
8. Soil Permeability (Percolation Rate)	unsuitable very slow >120 min/in		unsuitable seasonal high water table <18"	from surface
9. Other	—		unsuitable floods	
10. Overall Rating	unsuitable		unsuitable	

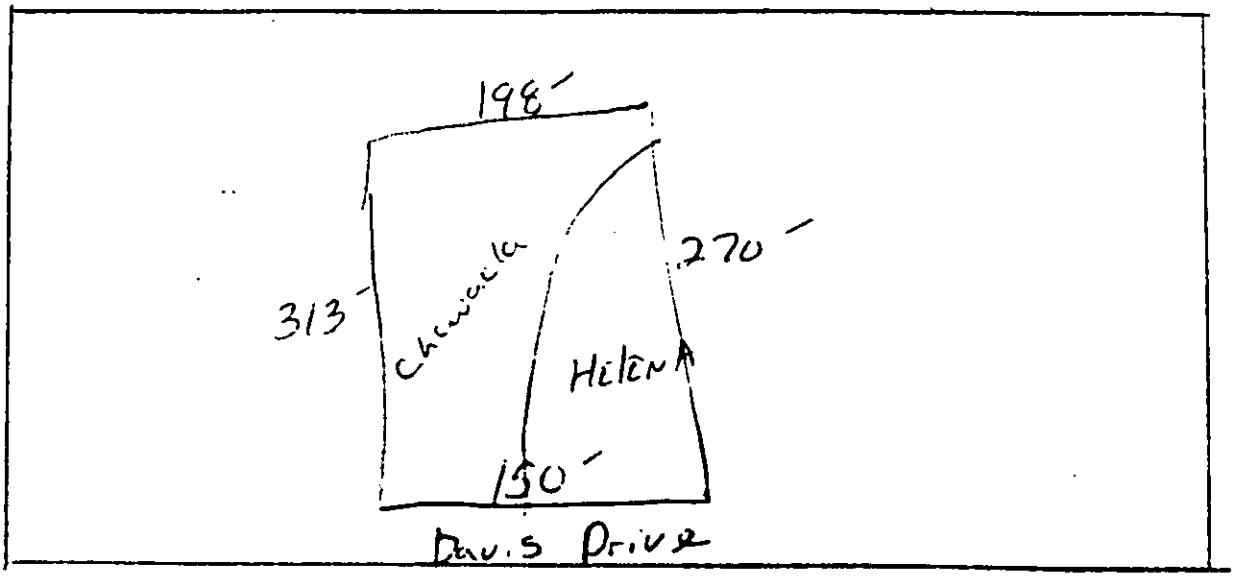
Recommendations Based on this investigation the lot is not recommended for approval for installation of a septic tank system.

See diagram on back

W Edmund Cissna
Soil Scientist

3/10/75
EHD 539

DIAGRAM OF PROPERTY



3/18/75

Ellis 939

File # 11827

Allen Tate, REALTORS®

2.31-052-15
10+4 Blk 6

OFFER TO PURCHASE AND CONTRACT

Laura M Bentley, as Buyer, hereby offers to purchase and Don & Sue Bell, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of _____, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 3712 Davis Drive Zip 28270
Legal Description: L+B6 M9-357 3712 Davis Dr
(☑ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
NA

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: NA

4. **PURCHASE PRICE:** The purchase price is $ 22,000 and shall be paid as follows:
(a) $ 1000.00, EARNEST MONEY DEPOSIT by ☐ cash ☑ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Allen Tate Company as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ NA, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $ NA, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ NA, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 21,000, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before May 23, 1997, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☑ Conventional ☐ Other _____ loan at a ☑ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ in the principal amount of 15,000 for a term of 15 year(s), at an interest rate not to exceed 8 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: NA
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for residential purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: NONE ~~Buyer agrees to pay any assessments~~
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: None

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ NA per NA.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. **LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

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12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☑ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) Lot purchase only

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before NA. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before May 23, 1997, at a place designated by Buyer. The deed is to be made to same as above.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing: ☐ a buyer possession before closing agreement is attached. OR, ☐ a seller possession after closing agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

1.) Lot must perk for conventional system - 4 bedroom - and Buyer to provide perk test that allows for above system.

2.) Buyer understands that 10ft of right side of property line to be deeded to present owners. At Buyers expense DLB

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

Buyer Laura M Bentley (SEAL) Seller Don Lee Bell (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____

Buyer _____ (SEAL) Seller Wanda L Bell (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____
Date: 5/8/97 Date: 5/12/97

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date 5/4/97 Firm: Allen Tate Co.
By: Barbara Brodney (for Linda Collins)

Selling Agent/Firm/Phone (Linda Collins) Barbara Brodney / Allen Tate Co 543-5879 Acting as ☐ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent

Listing Agent/Firm/Phone Bill Cook / Allen Tate Co 563-6000 Acting as ☐ Seller's (sub)agent ☐ Dual Agent

ATC #2/PD100

Allen Tate, REALTORS®

DUAL AGENCY ADDENDUM

This DUAL AGENCY ADDENDUM hereby amends and adds the following provisions to the:
(Initial applicable agreement)

_____ Exclusive Right to Sell Listing Agreement dated _____

__X__ Exclusive Buyer Agency Agreement dated 3/5/97

_____ Non-Exclusive Buyer Agency Agreement dated _____

employing Linda Collins (hereinafter referred to as "Broker") as Agent. The term "Broker" shall sometimes hereinafter include Broker and its Designated Agent(s), as the sense requires.

It is the Broker's preference to represent only one party in a real estate transaction. However, it may become necessary to modify the above referenced contract, and the representation created, if a Buyer who has signed a Buyer Agency Agreement with the Broker becomes interested in viewing a property listed by a Seller who has signed an Exclusive Right to Sell Listing Agreement with the Broker. This common representation is known as Dual Agency. A Broker may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom the Broker acts.

1. **DUAL AGENCY:** It is agreed that Broker, acting by and through its Designated Agent(s), may serve as both Seller's Agent and Buyer's Agent in the representation of Seller's property to Buyer should circumstances creating Dual Agency arise.

2. **BROKER'S DUAL AGENCY ROLE:** If Broker serves as Agent for both Seller and Buyer in a transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and/or Buyer understand and acknowledge that:
   (a) Prior to the time Dual Agency occurs, Broker will act as the Agent of Seller or Buyer;
   (b) In those separate roles Broker may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Broker;
   (c) Broker is required by law to disclose to Buyer and Seller any known or reasonably ascertainable material facts.

Seller and/or Buyer agree Broker shall not be liable to either party for (1) disclosing material facts required by law to be disclosed; and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. **SELLER'S AND BUYER'S ROLES:** Should Broker become a Dual Agent, Seller and/or Buyer understand and acknowledge that:
   (a) They have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them;
   (b) They are fully aware of, and understand the implications and consequences of Broker's Dual Agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage and effect communication between them rather than as an advocate or exclusive Agent or representative;
   (c) They have determined that the benefits of entering into this Dual Agency relationship with Broker, acting as Agent for them both, outweigh any disadvantages or adverse consequences;
   (d) They may seek independent legal counsel to assist them with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Seller and/or Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this Agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

THIS IS INTENDED TO BE A LEGALLY BINDING DUAL AGENCY ADDENDUM THAT MAY ULTIMATELY RESTRICT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS ADDENDUM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

This Agreement may be executed in multiple copies and my signature as Buyer hereon acknowledges that I have received a signed copy.

Buyer and/or Seller and Broker each hereby acknowledges receipt of a signed copy of this Dual Agency Addendum.

X _____ 3/5/97
Buyer Date

X Laura M Bentley 3/5/97
Buyer Date

Allen Tate Company, Inc.
Broker

Linda Collins 3/5/97
By: Buyer's Designated Agent Date

Don Lee Bell 5/12/97
Seller Date

Wanda L Bell 5/12/97
Seller Date

Allen Tate Company, Inc.
Broker

_____ 5/12/97
By: Seller's Designated Agent Date

Draft #5
Dual Agcy Add.