

20428 ISLAND FOREST DR

00160164

1/3/2008

duponbj

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

Mecklenburg County
Health Department

March 11, 2002

William H. and Nancy Hulett
20428 Island Forest Dr.
Cornelius, NC 28031

Dear Mr. and Mrs. Hulett:

A required inspection of the type IVa septic system, which serves as the wastewater treatment and disposal system for the residence located at 20428 Island Forest Dr., Cornelius, North Carolina, is past due.

A review of our files indicates 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."

Please submit a new contract with a certified operator to our office by April 10, 2002.

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) 336-5571.

Sincerely,

David Cornelius R.S.I.

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

Enclosure: Certified Operators List

4/23/02

PHONED WILLIAM HOLETT
704-896-4974

-GAVE THEM TRICO PHONE #

-MS. HOLETT AGREED TO PURSUE GETTING NEW MAINT. AGREEMENT.

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

INSPECTION OF ENGINEERED SUBSURFACE WASTEWATER SYSTEM

Mecklenburg — Health Department
Name of Establishment — 3858B — Permit/Project No.
20428 Island forest Drive — Location
Residence — Type of Establishment
480 gpd — Design Flow
William H. Hulett, 20428 Island Forest Dr., Cornelius 28031 — Owner/Agent — Address — Phone
NO OPERATOR — Operator — Address — Phone
Remarks

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

OVERALL CONDITION AND OPERATION OF SYSTEM: System not maintained — needs operator.

SUMMARY OF IMPROVEMENTS NEEDED:

Improvement	Repair Within (Days)
Obtain maintenance contract with a certified Operator	30

DATE: 10-28-99 SIGNED: Larry B. Thompson Jr., R.S. AGENT
Division of Environmental Health

DENR 3702 (Revised 3/98)
On-Site Wastewater Section (Review 12/98)

– over –

SUMMARY OF IMPROVEMENTS NEEDED (cont.)

Improvement	Repair Within (Days)

INTENT TO SUSPEND OR REVOKE PERMIT

This is to notify you of intent to suspend/revoke your operation permit/certificate of completion 60 days from this date for the following
(circle one) *(circle one)*

violations: _____
[Law or Rule(s)]

If suspended, the operation permit or certificate of completion remains suspended until violations are corrected. A hearing will be held prior to suspension or revocation if you file a petition for a hearing with the Office of Administrative Hearings, P. O. Drawer 27447, Raleigh, NC 27611-7447, in writing within the number of days specified above of your intent to attend the hearing. If you do not petition the Office of Administrative Hearings, the operation permit or certificate of completion will be suspended or revoked.

IMMEDIATE SUSPENSION OR REVOCATION OF PERMIT

This is to notify you of immediate suspension/revocation of your operation permit/certificate of completion for the following violations:
(circle one) *(circle one)*

_____
[Law or Rule(s)]

If suspended, the permit or certificate remains suspended until the violations are corrected. You will be notified of the day and location of a hearing on this suspension or revocation by a hearing officer from the Office of Administrative Hearings.

This the _____ day of _____, 19 _____.

_____ Agent
DIVISION OF ENVIRONMENTAL HEALTH

INSTRUCTIONS

Purpose: Article 11 of Chapter 130A requires the Commission for Health Services to adopt rules governing the design, construction, and operation of on-site wastewater systems. 15A NCAC 18A .1937 specifies that the local health department shall determine whether systems with an Operation Permit are operating properly at a frequency specified in Rule .1961, Table V(a), and that systems which exceed 3,000 gallons per day and other systems which are required to be designed by a professional engineer shall be reinspected annually. This form is developed to be used in making inspections of engineered subsurface wastewater systems.

Preparation: Local environmental health specialists shall complete the form every time they conduct an inspection. Prepare an original and two copies for:

1. Original to be left with the responsible person.
2. Copy for the local health department.
3. Copy for the On-Site Wastewater Section, Division of Environmental Health.

In the event the permit is suspended or revoked, complete the portion above.

Disposition: This form may be destroyed in accordance with Standard 7, Inspection Records, of the *Records Disposition Schedule* published by the N.C. Division of Archives and History.

Additional forms may be ordered from: On-Site Wastewater Section
Division of Environmental Health
P. O. Box 29594
Raleigh, NC 27626-0594
(Courier 52-01-00)

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: 11-13-00

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

County: Meck

System Classification & Type: IV

William Hulett
20428 Island Forest Dr.
Cornelius NC 28031

ocation of System

ot # _____ Phase _____
Subdivision: _____

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

TANKAGE (septic tanks)

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

TANKAGE (grease traps)

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

EFFLUENT DOSING STATION:

Tank Riser Height?	NA	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?	N		
Pressure head is properly adjusted?	P	Corrected Today	✓

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
1	1	3'	3'	3'
2	2		0'	0'
3	3		0'	0'
4	4		3'	3'
5	5		3'	3'

RECOMMENDATIONS TO OWNER: Buckets over turnups in yard need to be raised to grade level for access to inspect. #1, 2, 3 valve buckets in natural area near house buried again, unable to make adjustments to these lines. All buckets had been labeled by us and Mark. Health department on last visit at no extra charge. Please locate and raise buckets above grade level so they can be found. We inspect every 6 months, please keep this in mind when planting around these areas. Thank You.

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

SIGNATURE OF "ORC": Michael Gentry GT

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: 5-24-00

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

County: Mecklenburg

System Classification & Type: IV

William Hulett
20428 Island Forest Dr.
Cornelius NC 28031

Location of System: Same

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?	X		
Laterals flushed this inspection?	upon request		
Pressure head is properly adjusted?	X	Corrected Today	✓

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

VALVE#	LINE #	DESIGN PRESSURE	OBSERVED PRESSURE	ADJUSTED PRESSURE
1	1	3'	4.5'	3'
2	2			
3	3			
4	4			
5	5			

RECOMMENDATIONS TO OWNER: Located all lines, flushed lines found heavy amount of sludge in lines. Adjusted pressures, need to add valve buckets to bring to grade level.

Recommend pumping both septic tank and pump tank if they haven't been pumped in the last three years.

Avoid heavy useage of disposal, only white toilet paper should go down drains. Don't over water yard in the drainfield area.

Contact us at 545-7211 with questions.

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

SIGNATURE OF "ORC": Michael Goodrich

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

ON-SITE WASTEWATER VIOLATION NOTICE

Owner William H. & Nancy Hulett

Mailing Address 20428 Island Forest Drive Cornelius, NC 28031

Occupant _____

Location _____

☒ Residence ☐ Business ☒ Other Tax Parcel #001-601-64

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

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

☐ Other Repairs (*specify*) _____

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

☒ Perform Maintenance (*specify*) Obtain a maintenance contract with a certified operator in accordance with 15A NCAC 18A .1961

☐ Pit Privy must be repaired/constructed.

If the wastewater violation is not brought into compliance by January 18, 1999, appropriate legal action will be taken.

Notice Issued 12-17-99 (Date) Signed Larry B. Thompson, Jr. R.S. (Division of Environmental Health) Agent

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

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

Mecklenburg County
Health Department

October 29, 1999

William H. and Nancy A. Hulett
20428 Island Forest Drive
Cornelius, NC 28031

Dear Mr. and Mrs. Hulett:

A required inspection was recently made of the Type IVa septic system that serves as the wastewater treatment and disposal system for the residence located at 20428 Island Forest Drive, Cornelius, North Carolina.

A review of our files reveals that the required maintenance contract for this system has expired. Periodic maintenance of this type wastewater system is an important factor in extending the life of the 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, Health, 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 we have on file. Please submit a new contract with a certified operator to our office by November 30, 1999.

A list of certified operators in the immediate vicinity of Mecklenburg County is attached. If I can be of further assistance in this matter please feel free to contact me at (704) 336-5568 between 8:00 – 9:00 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
Maintenance Contract

MCHD
File: 3858-B
Lot 1

(4) Bedrm. PPBPS Septic Sys. Plan.

SYSTEM TYPE:
- CONVENTIONAL
- CONVENTIONAL (SHALLOW PLACEMENT)
- 8-INCH PPBPS-GRAVITY DISTRIBUTION
- 8-INCH PPBPS-PRESSURE DISTRIBUTION
- 16-INCH PPEPS-GRAVITY DISTRIBUTION
- *16-INCH PPEPS-PRESSURE DISTRIBUTION - (4) Bedrm.
- LPPS
- OTHER

SPECIALIZED EQUIPMENT OR REQUIREMENTS:

- DROP BOX
- DISTRIBUTION BOX
- DIPPER BOX
- FLOW DIVIDER
- WASH BOX
- SPECIAL FITTINGS
- PRESSURE MANIFOLD
- SIPHON
- MULTIPLE PUMPS
- OTHER
- WELL ABANDONEMENT
- EASEMENT
- LOT COMBINATION/SURVEY
- EARTHEN SURFACE SWELL
- FRENCH/CURTAIN DRAINS
- GREASE INTERCEPTOR
- PUMP TANK - 1,000 gal.
- SAPROLITE TEST
- 1500gal. SEPTIC TANK

* (5) Globe valves & (5) valve Boxes

LINE	#PANELS PER LINE	#HOLES PER PANEL	HOLE SIZE	HOLE SPACING	LINE HEAD	LINE LENGTH	HOLE FLOW	PER MINUTE LINE FLOW	ELEVATIONS
L^1	13	1	5/32	4.3'	3	55'	.50	6.5	101.2
L^2	13	1	5/32	4.3'	3	55'	.50	6.5	100.7
L^3	13	1	5/32	4.3'	3	55'	.50	6.5	100.1
L^4	13	1	5/32	4.3'	3	55'	.50	6.5	99.4
L^5	13	1	5/32	4.3'	3	55'	.50	6.5	98.6
	65 panels					275'		32.5 gpm	

Repair AREA

L^A	50'
L^B	50'
L^C	75'
L^D	30'
L^E	20'
Primary field Leftover	50'
	275'+

T.W. Hafer
866-9540

MCHD
File: 3858-B

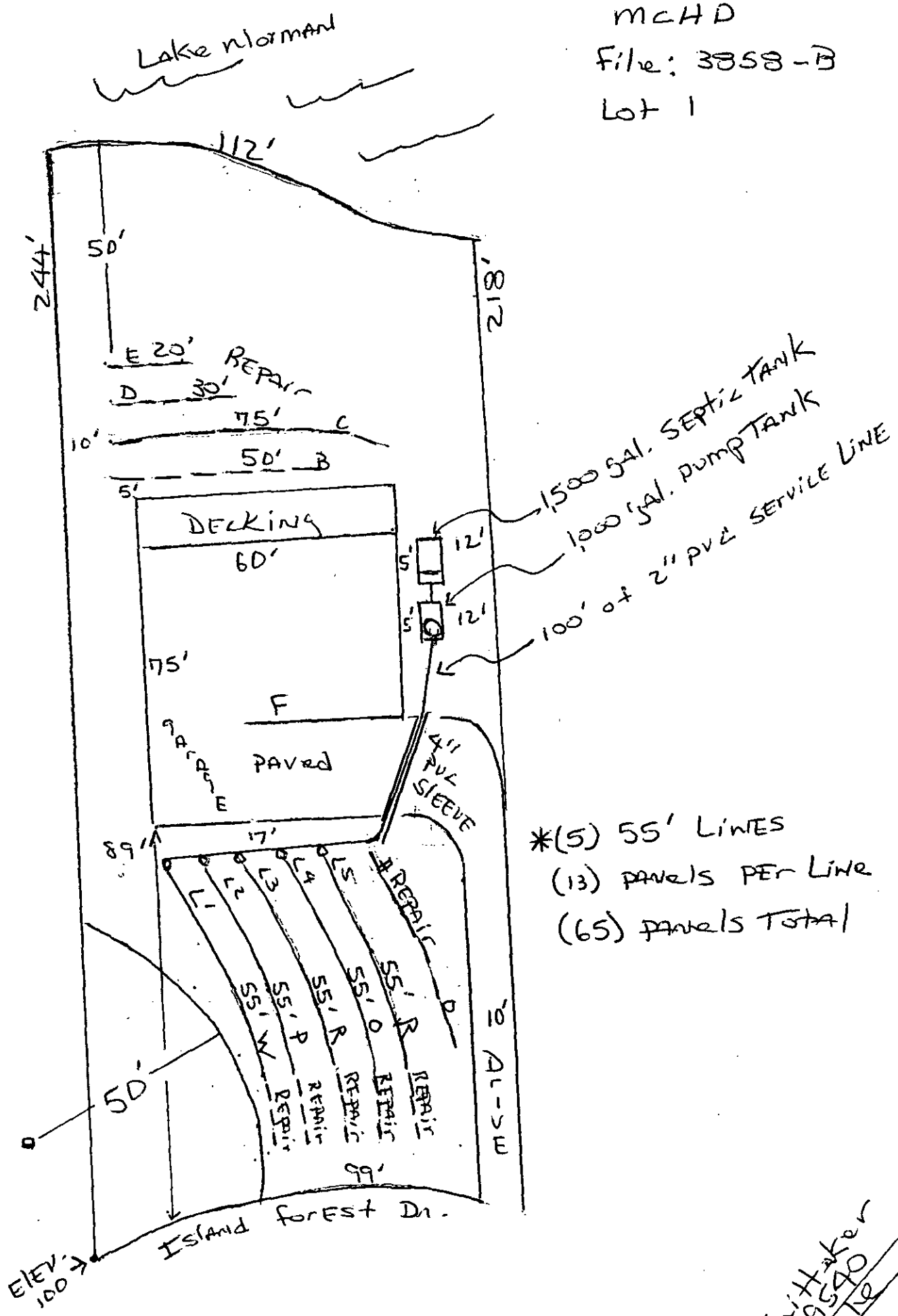
DESIGN SPECIFICATIONS
(4) Bedrm. PPBPS

Daily waste flow	480	gal.
Septic tank size	1,500	gal.
Pumping tank size	1,000	gal.
Effluent loading rate	.3	gal/ft²/day
Absorption area	1600	ft.
Total length of laterals	275	ft.
Lateral diameter	1¼	in.
Lateral configuration	(5) 55'	No. and length of lines
Supply line length	100	ft.
Supply line diameter	2	in.
Manifold placement	END	
Hole size*	5/32	in.
Hole spacing	4.3	ft.
Number of holes	65	
Flow per hole	.50	gpm
Total flow	32.5	gpm
Elevation head	7	ft.
Friction head	3.17	ft. 20% added
Pressure head	3	ft.
Total head	13.17	ft.
Pump requirements .25 HP	32.5	gpm @ 13.17 ft. of head
Storage volume in laterals	234	gal.
Storage volume in supply line	16.2	gal.
Total storage volume	250.2	gal.
Dosing volume	200	gal.
Dosing depth	9.6	in.
Check valve needed ?	NO	

Pumping cycle 6.2 minutes

J

MCHD
File: 3858-B
Lot 1



*(5) 55' LINES
(13) PANELS PER LINE
(65) PANELS TOTAL

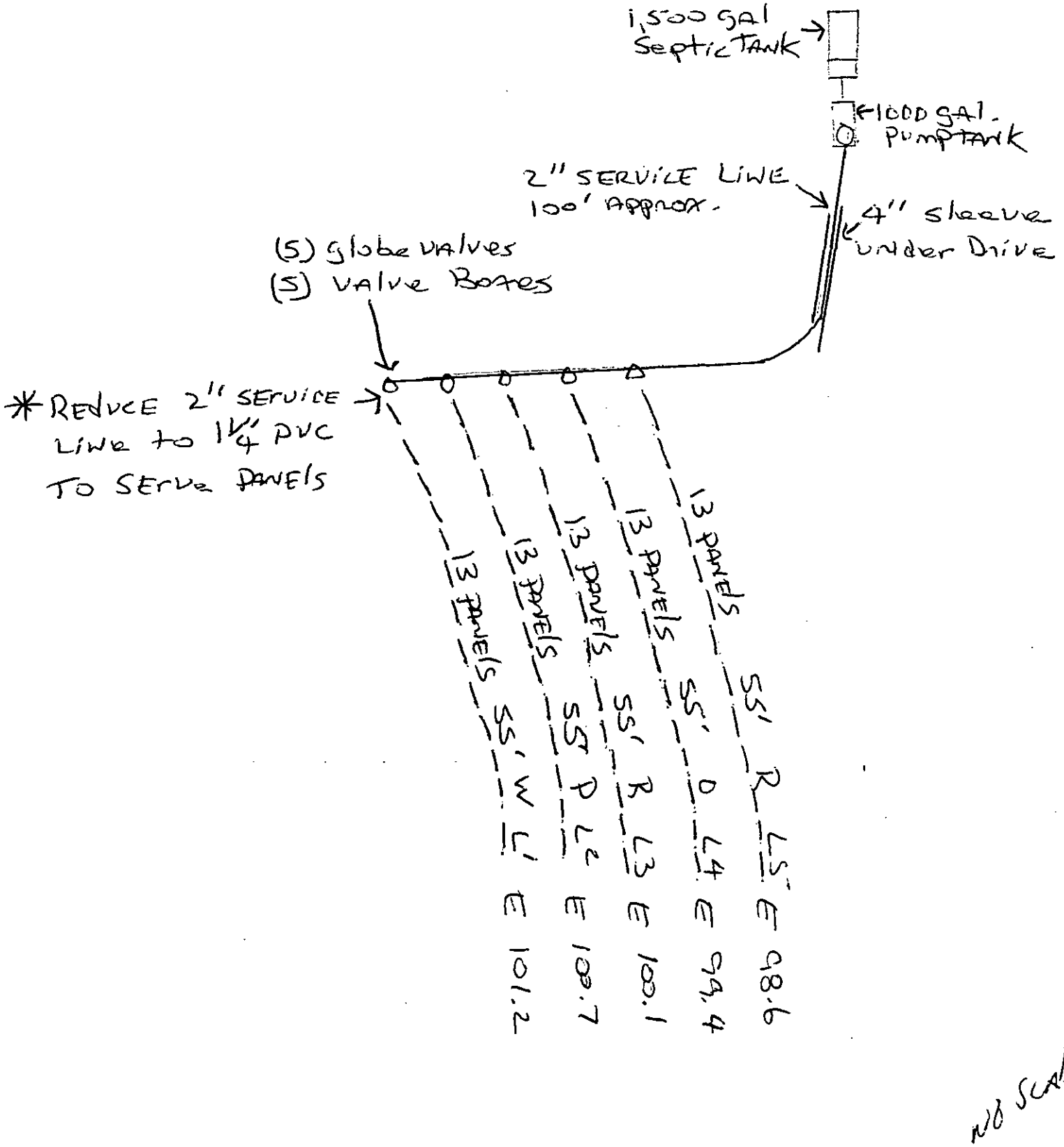
T. Whitaker
864-9540
SCALE
30

MCHD
File: 3858-B

(4) Bedrm. Pumped (PPBPS) Septic Plan

(5) 55' Panel Lines = 275'

(13) Panels per Line = 65 Panels

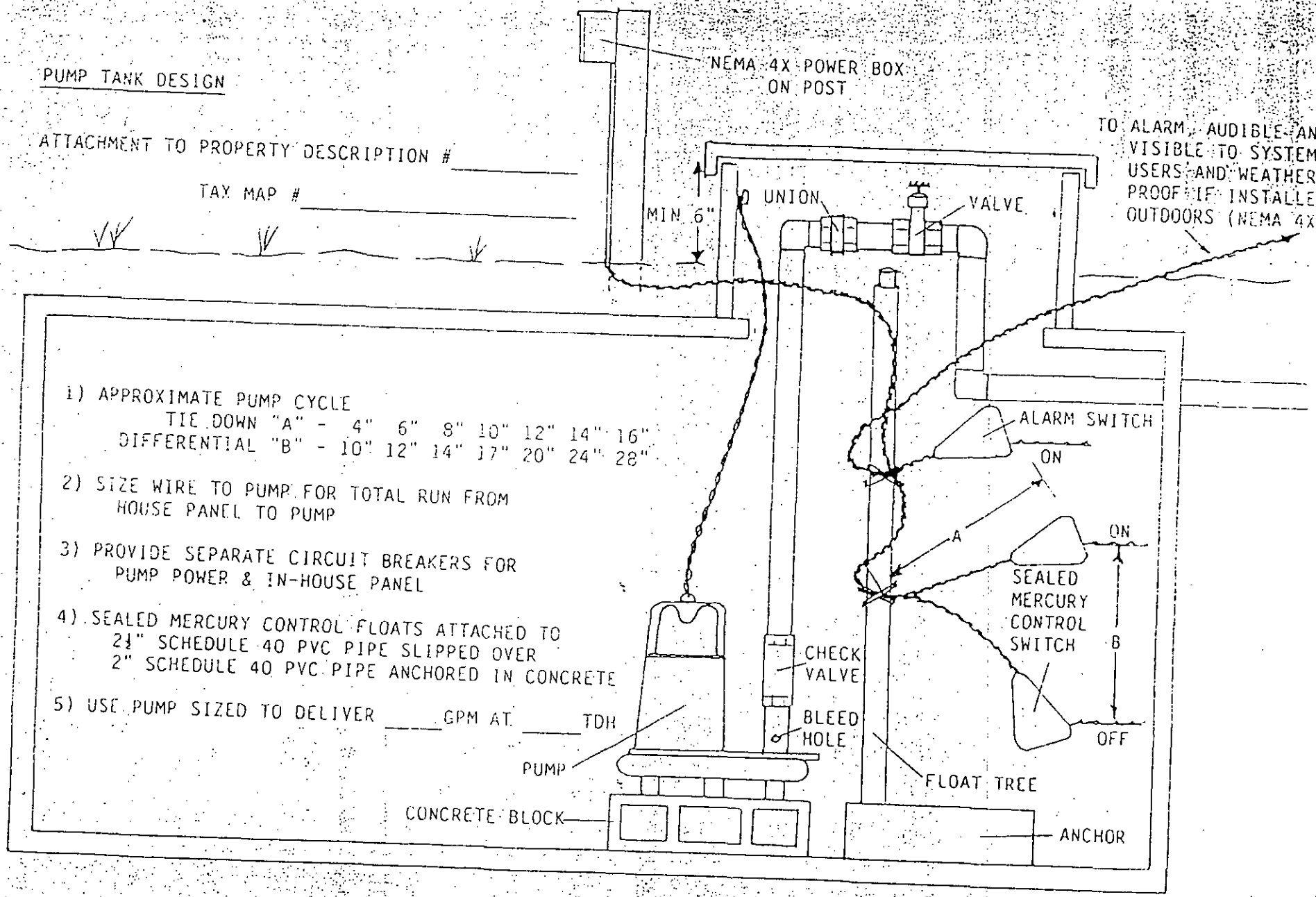


No Scale

PUMP TANK DESIGN

ATTACHMENT TO PROPERTY DESCRIPTION # _____

TAX MAP # _____



1) APPROXIMATE PUMP CYCLE
   TIE DOWN "A" - 4" 6" 8" 10" 12" 14" 16"
   DIFFERENTIAL "B" - 10" 12" 14" 17" 20" 24" 28"

2) SIZE WIRE TO PUMP FOR TOTAL RUN FROM HOUSE PANEL TO PUMP

3) PROVIDE SEPARATE CIRCUIT BREAKERS FOR PUMP POWER & IN-HOUSE PANEL

4) SEALED MERCURY CONTROL FLOATS ATTACHED TO 2½" SCHEDULE 40 PVC PIPE SLIPPED OVER 2" SCHEDULE 40 PVC PIPE ANCHORED IN CONCRETE

5) USE PUMP SIZED TO DELIVER _____ GPM AT _____ TDH

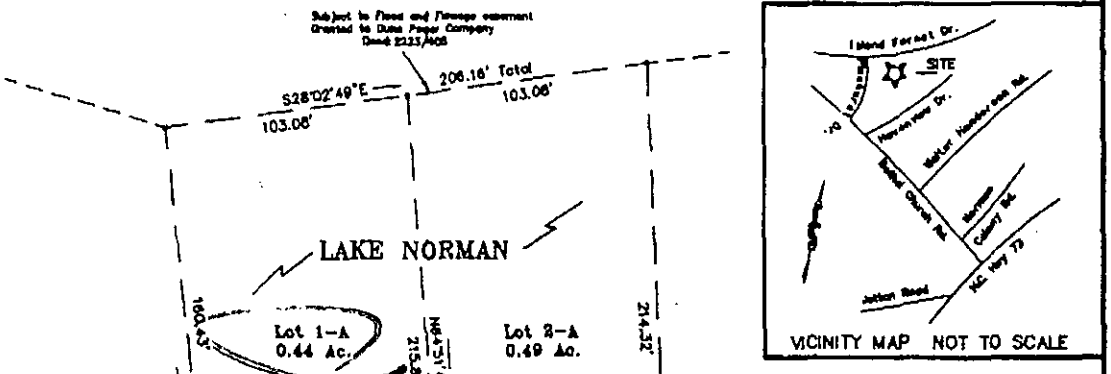
DAS

DON ALLEN & ASSOCIATES, P.A.
ANNING
28115

Post-it® Fax Note 7671	Date 3/4/95	# of pages ▶ 1
To PAM	From BILLY	
Co./Dept.	Co.	
Phone #	Phone #	
Fax #	Fax #	

I, certify the
survey made under
plat book 25
was prepared in acc
my hand and seal

an actual
page 487, and/or
10,000, that this map
to Chapter 89C.
96



LINE	DIRECTION	DISTANCE
L1	S00°35'32"E	28.04'
L2	S08°01'43"W	11.52'
L3	S10°21'35"W	44.50'
L4	S10°02'35"E	20.64'
L5	N17°02'59"W	7.52'
L6	N22°30'30"W	31.45'
L7	S32°29'28"E	64.85'

NOTES
1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
3) UNDERGROUND POWER

PHYSICAL SURVEY

OF

20420 ISLAND FOREST DRIVE

LOTS 1 & 2 WATSON HALL PROPERTY

SCALE 1" = 60' LEMLEY TWSP., MECKLENBURG CO., N.C.

ACQUIRED BY: LAKEVIEW HOMES, INC.

FIELD BOOK: 97
FILE: SM=2039607

TAX MAP NO: 001-801-04

INSPECTION AND MAINTENANCE AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIS AGREEMENT is made and entered into this 5th day of November, 1999, by and between William H. Hulett JR. (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 20428 Island Forest Dr. Cornelius NC 28031

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 $ 250.00 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:
William H. Hulett JR
20428 Island Forest Dr Cornelius NC 28031

To the Contractor:
Tri-County Wastewater Management
~~712 South Hayne Street, Monroe, NC 28112~~
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.

(Owner)

Attest:

(Contractor)

Attest:

(Certified Operator)

Attest:

(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:

_____

_____

_____

_____

_____

_____

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 3058-B DATE: 6-20 96

TC: 001-601-4 ☐ L CRT

SERIAL № 16773

Name of Owner LAKE VIEW HOMES Juris.:

Address of Property 20420 ISLAND FOREST DR

Inspection Data:

Tank Material PLC

Total Length of Drainfield 275

Number of Lines 5 @ 55

Cover Depth 6"

Water Supply Source CMUD

Distance to Water Source CMUD

Excavation Inspected 6-24 96

Tank(s) Inspected 6-24-96

Wash Line Inspected ✓

High Water Alarm Inspected 6-24 96

PLOT

Design 1996 1500 ST 1000 DT ni mod PIPES TYPE II CTR# F TERVIN

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:

Environmental Health Specialist

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 3858-B DATE: 6-20 96

TC: 001-601-64 ☐ L ☑ CRT

SERIAL № 16773

Name of Owner LAKE VIEW HOMES Juris.: _____

Address of Property 20428 ISLAND FOREST DR

Inspection Data:

Tank Material PLC

Total Length of Drainfield 275

Number of Lines 5 @ 55

Cover Depth 6"

Water Supply Source CMUD

Distance to Water Source CMUD

Excavation Inspected 6-24-96

Tank(s) Inspected 6-24-96

Wash Line Inspected ✓

High Water Alarm Inspected 6-24-96

PLOT

Design 1996 1500 ST 1000 DT A1 MOD PIPES TYPE EL CTR# F JERVIN

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: _____

Environmental Health Specialist

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

BK: 08490 PG: 0938/0941 #:0203 15.40
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 03/11/96 13:08

FILE COP

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 # 3858-B Lot 1
PARCEL # 001-601-64

The undersigned, Lakeview Homes INC, owner of property located at 20428 Island Forest Dr., (the "site") and described in an instrument recorded in Book 8432 at Page 0826, 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: Lakeview Homes INC
Mail after recording to: 19425-B Liverpool Pk'wy
Cornelius NC 28031

- 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 11th day of March, 1996.

Lakeview Homes Inc.
(Corporate Name)

By: _____
_____ President

ATTEST:
_____
Asst. _____ Secretary

(Corporate Seal)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

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

WITNESS my hand and notarial seal, this _____ day of _____, 199__.

_____
Notary Public

My Commission Expires:

_____

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Kim Darby, a Notary Public for said County and State, do hereby certify that Pam Gallimore personally came before me this day and acknowledged that S he is Assistant Secretary of Lakeview Homes, Inc., a North Carolina corporation, and that by authority duly given and as the act and deed of said corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by her as its Assistant Secretary.

WITNESS my hand and notarial seal, this 11th day of March, 1996.

Kim Darby
Notary Public

My Commission Expires:
4-17-96

KIM DARBY NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

RBCWM:24751_1/8-30-95

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

INSPECTION AND MAINTENANCE
SAMPLE AGREEMENT (rev. 3/91)

THIS AGREEMENT is made and entered into this 24 day of June, 1996 by and between Lakeview Homes (hereinafter the "Owner") and Timothy Johnson (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 perform the following services on the Owner's system located at Lot 1 Island Forest Dr. Mecklenburg County File # 3858-B

a. The Contractor shall inspect the system at least at the frequency required in Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

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

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

c. The Contractor shall report the results of its inspections to the local health department at the frequency specified in Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

d. If an inspection indicates the need for system repairs, the Contractor shall notify the local health department within 48 hours of the inspection.

e. The Contractor shall notify the Owner of needed repairs which are outside of the scope of routine maintenance described in subparagraph (b) above. The 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 System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 72 hours after receipt of such request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $ 150.00 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 10% percent per year. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within thirty (30) days of billing. Payments due to the Contractor and unpaid by the Owner after thirty (30) days shall accrue interest from the due date until paid at a rate of 2 percent per month.

b. Within 15 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the needed repairs were satisfactorily completed by another entity.

c. The Owner shall provide the Contractor with such access to the system as is reasonably necessary for the Contractor to comply with the terms of this Agreement.

3. Term. This Agreement shall remain in effect until terminated.

a. Automatic Termination.
This agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for taking an appeal has passed.

b. Termination by Mutual Consent.
The Parties may mutually agree to terminate this Agreement by giving written notice of termination by mutual consent to the local health department thirty (30) days in advance of the date of termination.

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

d. Termination by the Contractor.

(1) The Contractor may terminate this Agreement for cause by giving written notice of intent to terminate this Agreement to the Owner and to the local health department thirty (30) days in advance of the date of termination. Cause shall be defined as:

(a) failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within thirty (30) days of receipt by the Owner of the bill. If said bill is paid after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect; or

(b) failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 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 Agreement.

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 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:
Lakeview Homes
19425 3 Liverpool Parkway Cornelius, NC. 28031

To the Contractor:
Timothy Johnson
167 Sojourner Lane Stony Point, N.C. 28678

To the Local Health Department:
Environmental Health Mecklenburg County H.D.
700 N Tryon St Charlotte, N.C. 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. 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)

Attest:

(Contractor)

Attest:

(lr:mecontract.gm)

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: 3858-B DATE: 6-10-96

TC: 001-601-64 ☐ L

SERIAL Nº 16825

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 12-14-95. All work shall be completed on or before 7-10-96, after which date this permit shall be null and void. The system shall meet all of the construction requirements of I5A 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.

INSTALL W/ PLAN ON FILE

PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width 2 feet

Trench Walls Scored and Porous YES

Total Line Length 275 feet

Number of Lines 5 x 55

Depth of ~~Stone~~ SAND 30" inches

Distance from House 5' +/- feet

Distance from Property Line 10' +/- feet

Distance from Well 50' + feet

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

NAME OF OWNER LAKE VIEW HOMES

LOCATION OF PROPERTY 20428 ISLAND FOREST DR

Comments: _____

Environmental Health Specialist

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

DCRT

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

DATE: 3-11-96 **PERMIT NO:** 3858-B
PARCEL NO: 001-601-64

JOB LOCATION ADDRESS: 20428 Island Ford Tpr
PROPERTY OWNER: Lakeview Homes
BUILDING CONTRACTOR: Lake View Homes
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: [signature] **DATE:** 3-11-96
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 3858-B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS: Agreement form on fb
certified operator required
PPBPS type II

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.

[signature] Gillmore / Lakeview Homes Inc 3/11/96
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

$100

FEE: 100.00 chk # 1309
DATE: 12/29/95 dt

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

1 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 #: 38580

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 001-601-64

STREET ADDRESS: Island Forest Dr.

SUBDIVISION OR MOBILE HOME PARK NAME: Island Forest

LOT NUMBER: Lot 1

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3000

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

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) M 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 X YES __ NO
EXISTING WASTEWATER SYSTEMS X YES __ NO
EASEMENTS OR RIGHT-OF-WAYS __ YES X NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER:

NAME: Hall (LAST) HARRY (FIRST) WATSON (MI)
ADDRESS: 20420 Island Forest DRIVE
CITY: DAVIDSON STATE: NC ZIP: 28036
DAYTIME PHONE: (704) 892-0487

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Ivester (LAST) (FIRST) (MI)
DAYTIME PHONE: 704 892-5518

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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: Harry Watson Hall DATE: 12-14-95

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

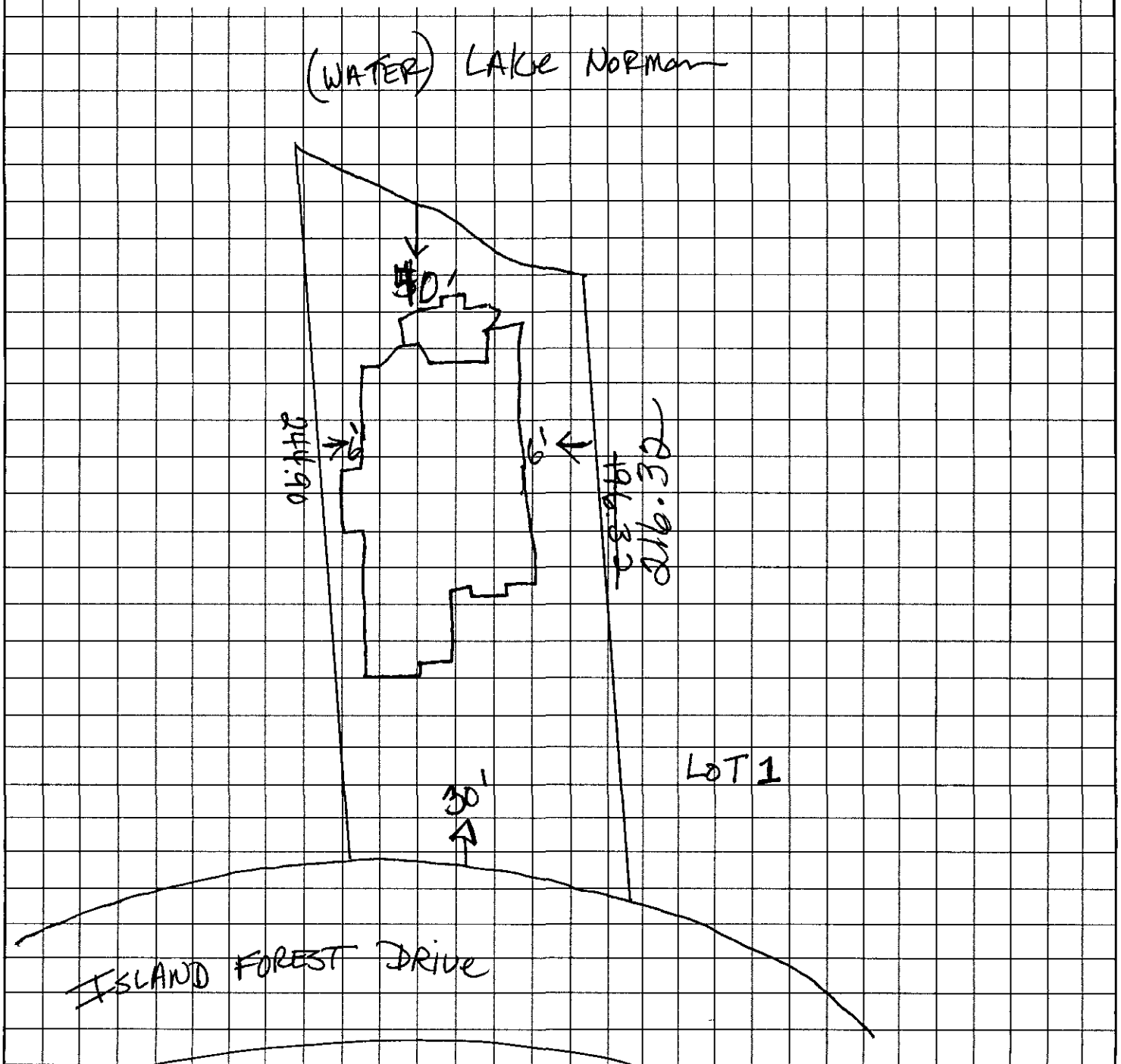
PROPOSED PLOT PLAN

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

FILE: 3858B

TC: 001-601-64

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

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's C

Permit Number: 3858-B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 001-601-64

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be **NO** grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is **NOT** transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I II III IV V VI	___ Conventional ✓ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

3 Long-term-acceptance rate	490 Max gallons/day wastewater flow	540 Absorption Area (sq ft)	8 Trench spacing (min. on centers)
NO Serviced by private well	1500 Gallon septic tank	270 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
4 Bedrooms in residence	1000 Gallon pump tank	30" Depth of ~~stone~~ SAND	

Any surface waters present: yes Type: Lake Norman Minimum separation distance: 50'+

Site modifications required:

Additional Conditions: agreement forms on file
certified operator required
Type IV PEDPU

Repair Area System Type 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

540 Absorption Area (Sq ft) 270 Total Trench Length (Ft)	30" Depth of ~~Stone~~ Trench SAND	8 Trench spacing (min. on centers)	30" Maximum Trench Depth

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in 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.

[signature] 3-11-96
DEHNR Authorized Agent Date

[signature] Baltimore Lakeview Homes 3/11/96
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

DATE 3/11/96

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION Corn

001-601-64
PARCEL NUMBER

20428 Island Crest Dr
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

Lot 1
EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

N/A
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

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

REMARKS: SF House Min FFE = 96.0

ELEVATION CERTIFICATE REQUIRED

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

ALL OTHER FORMS OBSOLETE

kwb

☐ NEW ADDRESS

SIGNED: _____

REVISED 1/91

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

CRTD 0400 #2

Sheet ___ of
PROPERTY ID #: ___
COUNTY: ___

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

3858 B
001-601-64

OWNER: Harry W. Hall
APPLICANT: ___
DATE EVALUATED: ___
ADDRESS: 20420 Leland Forest Dr, Lawson
APPLICATION DATE: ___
PROPERTY SIZE: .56
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 480gpd
PROPERTY RECORDED: ___
LOCATION OF SITE: Leland Forest Dr.
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other ___
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PRO CU & L
1	Ridge 3%	0-6"	sBK/sl-scl	Fr/SExP/ss/sP	> 45" To Chroma 2 Mottles	45"	N/A	None	IV .39/.2 4 ps
		6-36"	sBK/C	Fr/SExP/sP					
		36-45"	sBK/cl-scl	Fr/SExP/ss/sP					
2	LS 5%	0-10"	sBK/scl	Fr/SExP/ss/sP	> 45" To Chroma 2 Mottles	45"	N/A	None	IV .39 Fri 4 ps
		10-38"	sBK/C	Fr/SExP/sP					
		38-45"	sBK/cl	Fr/SExP/ss/sP					
3									
4									

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	Restricted unsuitable	Restricted
System Type(s)		

OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): unsuitable
EVALUATED BY: William A. Marlin 1-12-96
OTHER(S) PRESENT: ___

OMMENTS: [illegible] Repair

LEGEND

use the following standard abbreviations

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

OTES

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

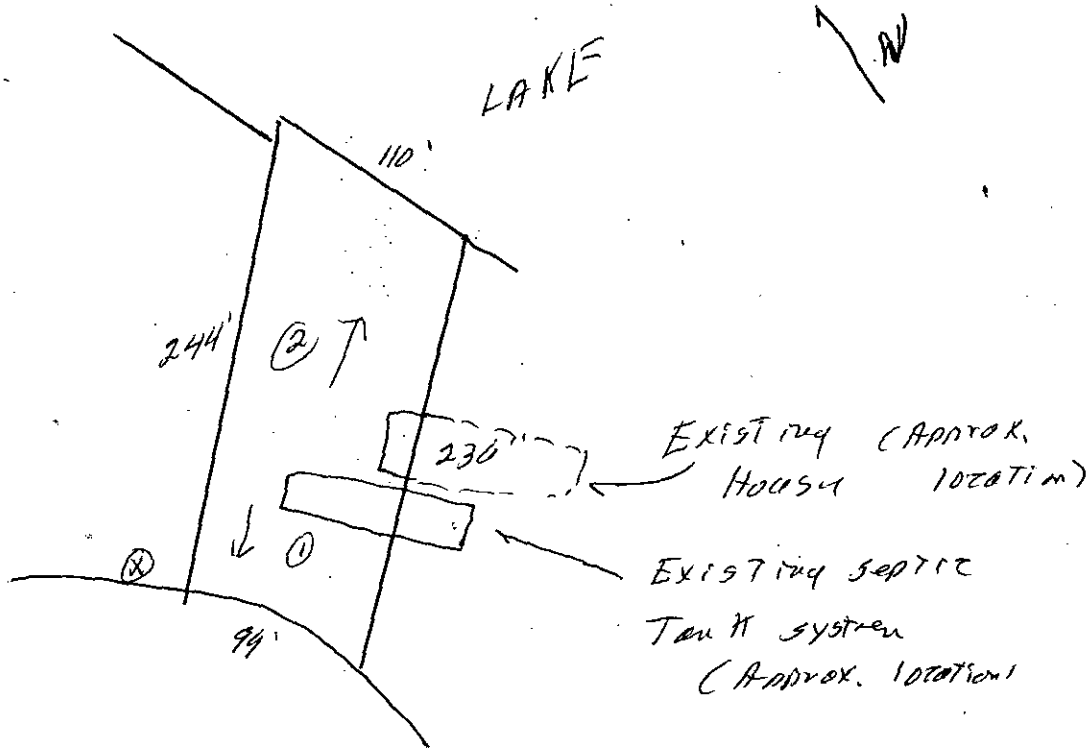
valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

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

(X) well

38583



24'

84.5'

33'

11

140.67'

40' REAR SETBACK

N17°52'59"W 7'

S10°21'35"W 20.64'

S10°21'35"W 44.50'

S8°11'43"W 11.52'

S00°35'32"E 28.04'

LAKE NORMAN

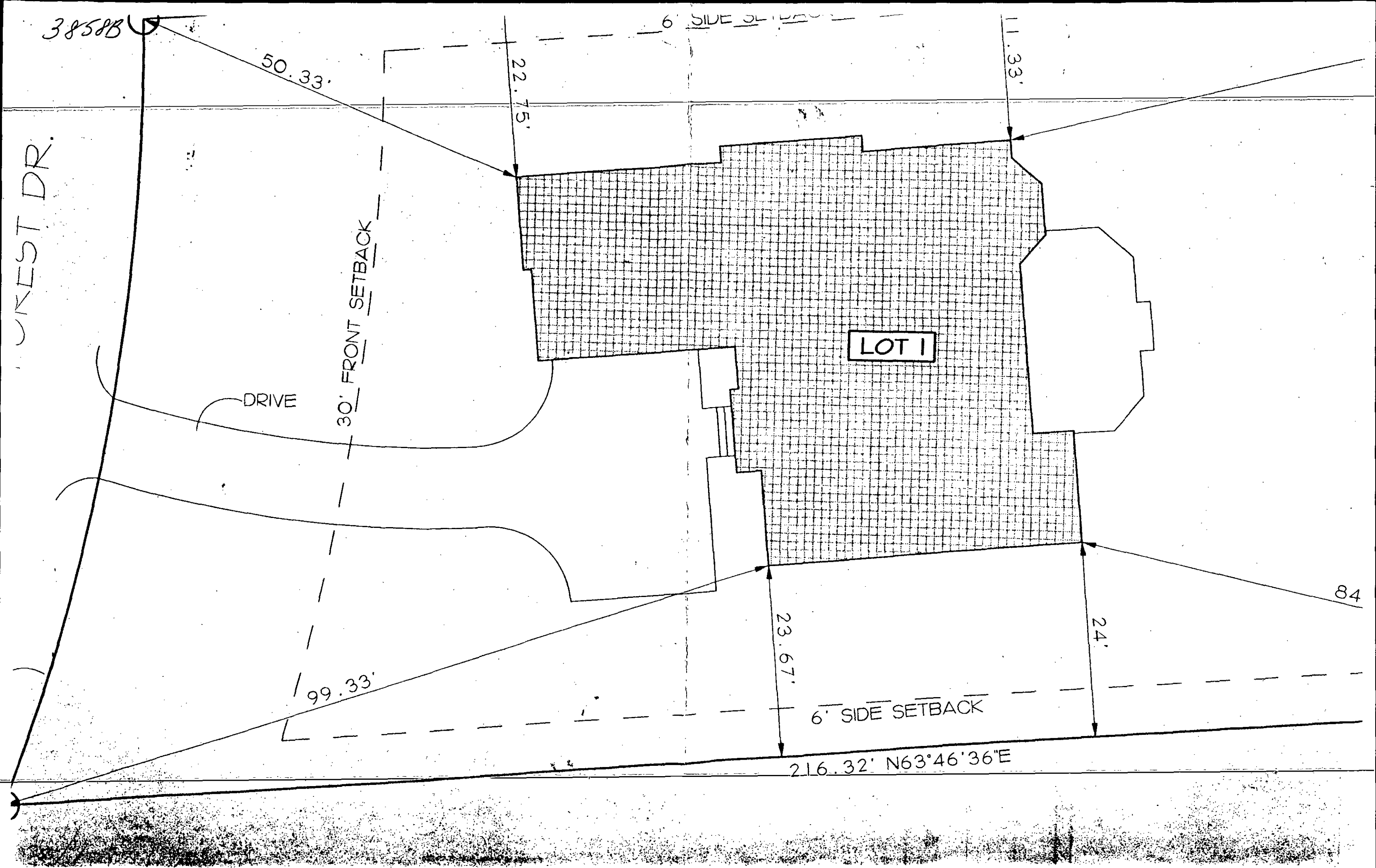
3P558

IEW HOMES, INC.

ISLAND FOREST DR

BUILDINGRAPH

ARCHITECTUR


38588
50.33'
22.75'
6' SIDE SETBACK
11.33'
LOT 1
DRIVE
30' FRONT SETBACK
99.33'
23.67'
24'
84
6' SIDE SETBACK
216.32' N63°46'36"E