

5219 MOUNTAIN POINT LN

02316404

5/31/2007

duponbj

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

ease find the septic maintenance agreement attached for 5219 Mountain Point Ln. Charlotte, NC. 5338A

aintenance will begin 12/2/13.

Amanda Morrison, MPH
Corporate Contractors
Real Estate & Maintenance Inspections
704.263.8186 Ext. 106 | Fax: 704.263.1477
www.stanleyenviro.com www.earthfarms.com

stanley environmental solutions

earth farms ORGANICS

5338A

STANLEY ENVIRONMENTAL SOLUTIONS, INC.

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

INSPECTION AND MAINTENANCE AGREEMENT (rev.11/01)

THIS AGREEMENT is made and entered into this 22 day of November by and between Brenda Shubbs ("Owner") and Stanley Environmental Solutions, Inc. (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system 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 as long as the system is in use; and

WHEREAS, the Contractor is a management entity of a type authorized by the 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 Owners system located at: 5219 Mountain Point Ln. Charlotte, NC 28216

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 perform the following routine maintenance procedures in accordance with the conditions of the Operation Permit:

(1) 2 inspections per year; one visual and one to set head pressure maintenance
(2) n/a
(3) n/a

c. The Contractor shall report the results of its inspections to the local health department at the frequency **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 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 therefore at the Contractors 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 **24 hours** after receipt of such request.

2. **The Owners Obligations.**

a. The Owner shall pay to the Contractor the sum agreed upon [redacted] 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. 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 **15 days** of billing. Payment due to the Contractor and unpaid by the Owner after 15 days shall accrue 1.5% interest from the due date until paid.

b. Within **seven (7) days** of receipt of notice of needed repairs pursuant to paragraph 1e. 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 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 termination.

d. Termination by the Contractor

(1) The Contractor may terminate this Agreement for the 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 is not paid within **15 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 the needed repairs to the system were completed by another entity within **seven (7) days** of receipt of notice of needed repairs pursuant to paragraph i.e. above. If said authorization to complete needed repairs or evidence of completion of said repairs is provided after notice of termination of this Agreement, this Agreement shall continue in effect;

(c) Failure of the Owner to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

(2) The Contractor may not terminate this Agreement without cause, but may assign its rights and duties under this Agreement as provided in paragraph 4, below

4. **Assignment.**

a. Assignment by the Owner. The Owner shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

b. Assignment by the Contractor. The Contractor may assign its rights and duties under this Agreement to another management entity, which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a **Type IV** system upon **thirty (30) days** written notice to the Owner and to the local health department.

5. **Use of Subcontractors.** The Contractor may subcontract with such manufacturers, suppliers and contractors, as it deems desirable to perform any of the Contractors 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.** Reference in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future

8. **No Implied Waver.** 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 Contractor: **Stanley Environmental Solutions**
PO Box 184
Stanley, NC 28164

To the Owner:
Brenda Shubbs
2249 Mountain Pointe
Charlotte, NC 28216

To the Local Health Department ***Mecklenburg*** County Environmental Health.

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 of 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.

Brenda J Stubbs
(Owner)

Attest:

_____

Stanley Environmental Solutions, Inc
(Contractor)
Manuela W. Thomson

Attest:

_____

(hr:mecontract.gm)

Please provide the following information:

Current mailing address:
5219 Mountain Point Lane, Charlotte, NC 28216

Email Address: bthrowerstubbs@aol.com

Current phone numbers: 704 398 1704 Home 704 907 9912 Cell

MECKLENBURG COUNTY
Health Department

June 19, 2003

George and Brenda Stubbs
5219 Mountain Point Lane
Charlotte, NC 28216

Mr. and Mrs. Stubbs:

This letter is in reference to the Type IVa septic system that serves as the wastewater treatment and disposal system for the residence located at 5219 Mountain Point Lane, Charlotte, North Carolina.

Periodic maintenance of this type wastewater system is an important factor in extending the life of the drainfield as well as a requirement found in the General Statutes of North Carolina to protect public health. Section .1900 of the North Carolina Administrative Code, North Carolina Department of Environmental 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."

Please help us protect your investment by submitting a maintenance contract with a certified operator to our office by July 19, 2003.

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) 336-5573 between 8:00-9:00 a.m., Monday through Friday, or leave a message on my voice mail.

Sincerely,

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

Enclosure: Certified Operators List

MECKLENBURG COUNTY
Health Department

June 19, 2003

George and Brenda Stubbs
5219 Mountain Point Lane
Charlotte, NC 28216

Dear Mr. and Mrs. Stubbs:

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 5219 Mountain Point Lane, 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 July 19, 2003 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

George and Brenda Stubbs
5219 Mountain Point Lane
Charlotte, NC 28216

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
George and Brenda Stubbs	5219 Mountain Point Lane	023-164-04	5338A	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: 6/19/03

Payment Due Date: 7/19/03

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

FILE: 5338A DATE: 11/25/92

TC: 023 164 04 ☐ L ☐ CRT

SERIAL Nº 15387

Name of Owner Michael Mock Juris.:

Address of Property 5219 Mt Point Ln

Inspection Data:

Tank Material PCC

Total Length of Drainfield 525'

Number of Lines 8 @ see ins permit

Cover Depth 10"

Water Supply Source com well

Distance to Water Source 7100'

Excavation Inspected 11/25/92

Tank(s) Inspected 11/25/92

Wash Line Inspected ~~11/25/92~~

High Water Alarm Inspected 11/25/92

PLOT

Design: 1993, 1500ST, 1000DT, PI, mOD, 1575 ~~SFT~~ LPP lines, 12" stone CTR# Bob Mallard

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 10 NCAC 10A .1900, "Laws And Rules For Sanitary Sewage Collection, Treatment, And Disposal" in effect on the date of issuance of the permit. The 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 10 NCAC 10A .1900 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.

COMMENTS: Septic System designed for 4 bedroom house

Phillip S. Walker R.S.
Environmentalist

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

(2400) **INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR PERMIT**

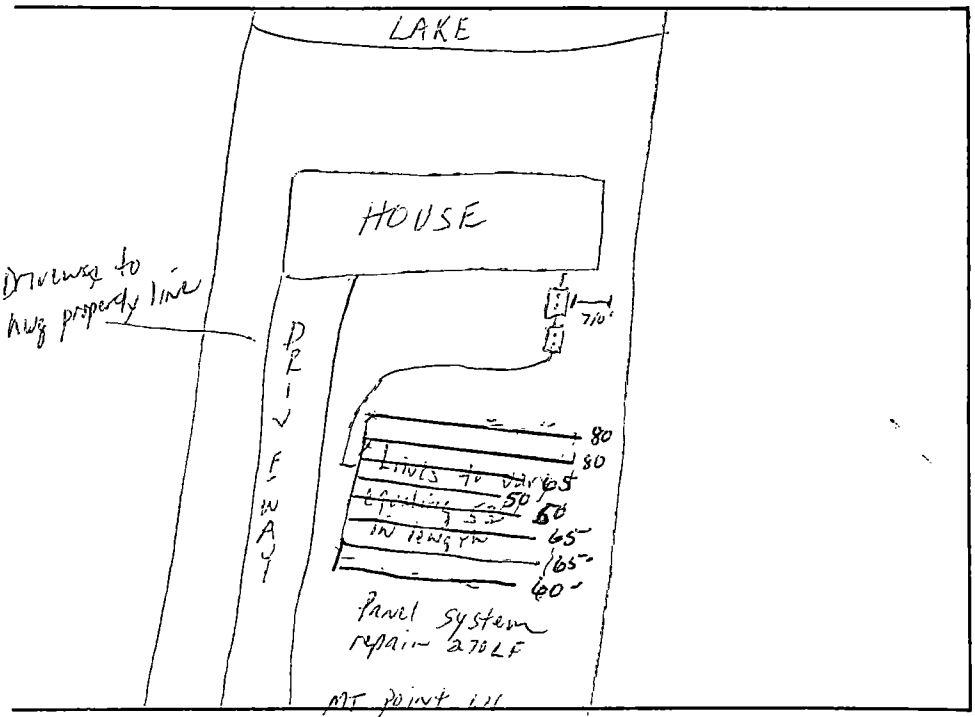
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

FILE: 5338A DATE: 10/19/92

TC: 023-164-04 ☒ L

SERIAL Nº 14403

Permission is hereby given to V 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 5/29/92. All work shall be completed on or before 11/15/92, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 10 NCAC 10A .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

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Total Line Length 535' feet

Number of Lines may vary

Depth of Stone 12 inches

Distance from House 5 feet

Distance from Property Line 10 feet

Distance from Well >100 feet

NAME OF OWNER Michael Mock

LOCATION OF PROPERTY 5219 Mt Point Ln

Comments: Lines to vary equaling 535 Ln ft. / Keep lines on contour of land / Keep septic lines > 10 from community well line / Keep septic system > 100' from high water mark

Division or Section Head

Phillip A. Walker R.S.
Environmentalist

* If this permit is for the installation or construction of a new system, it must be signed by the division or a section head of the Mecklenburg County Health Department in order to be valid. Only the signature of the Environmentalist is required where an existing system is being altered or repaired.

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER OR AGENT'S COPY

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 12092

File: 5 338A Action 1

Parcel: PO 023-011-35 ☐ PC

Location: Mountain Point Lane

Subdivision: Mountain Point Phase 2

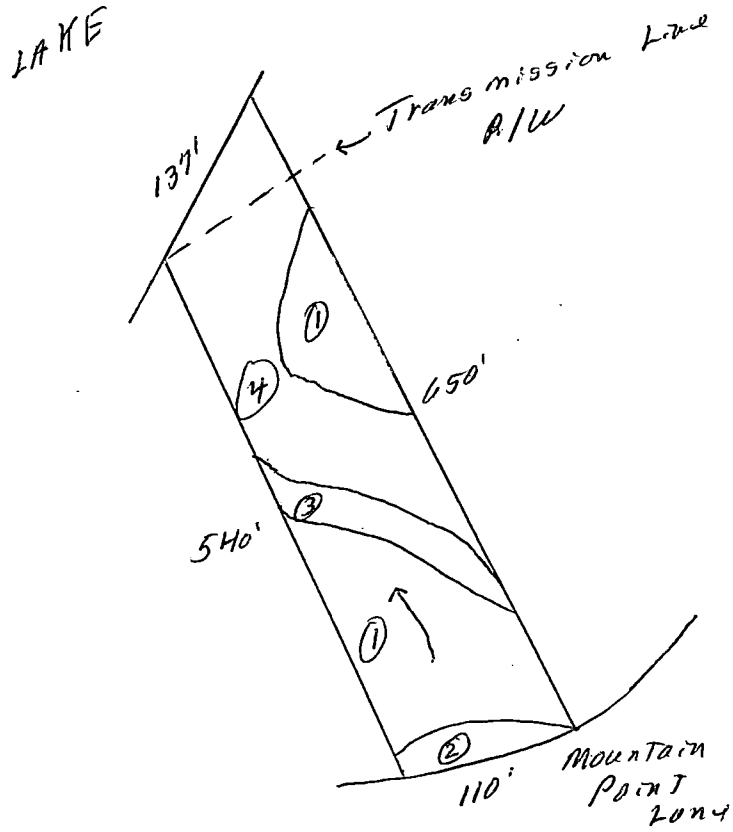
Lot: 40 Block: Acres: 1.3

Owner: Crescent Land & Timber
Address: 2305 Randolph Rd., Suite C
Charlotte, NC 28207

Comments: Very heavy drainage
Recommend system site be
approved before lot is cleared

Described by: William A Marks

Date: 5-19-89



***** EVALUATION KEY *****

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	(S) PS U 6-15%	(S) PS U 6-15%	S PS (U) Drainageway Depression	S PS (U) complex slopes	S PS U	S PS U
Texture	S (PS) U Clay	S (PS) U Clay	S PS U —	S PS U —	S PS U	S PS U
Structure	S (PS) U Blocky	S (PS) U Blocky	S PS U —	S PS U —	S PS U	S PS U
Drainage	S (PS) U 7-36" to water	S (PS) U 7-36" to water	S PS U —	S PS U —	S PS U	S PS U
Depth	S (PS) U 7-36"	S PS (U) 24-36"	S PS U —	S PS U —	S PS U	S PS U
Restrictive Horizons	S (PS) U 7-36"	S (PS) U 7-36"	S PS U —	S PS U —	S PS U	S PS U
Available Space	S (PS) U Very limited	S PS (U) Restricted	S PS U —	S PS U —	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	IVA Cecil-Lilac	IVA Pacolet-Lilac	~~complex slopes~~ Drainageway	Complex slopes		
Area Classification	S (PS) U	S PS (U)	S PS (U)	S PS (U)	S PS U	S PS U

STATE OF NORTH CAROLINA

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

COUNTY OF Mecklenburg

THIS AGREEMENT is made and entered into this 30th day of October, 1992, by and between MARK HINSON (hereinafter the "Owner") and Bob MATHEW (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 ___ 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 ___ 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 5219 MOUNTAIN POINT LANE

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]~~ Check Pump Run Time, Switches, Alarm, etc.
(2) Check Pressure Settings
(3) Flush Lines
(4) Check ~~cond~~ OVERALL SITE Conditions

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 24 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 1½ percent per month.

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

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

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

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

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

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

d. Termination by the Contractor.

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

(a) failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within thirty (30) days of receipt by the Owner of the bill. If said bill is paid after notice of termination 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 10 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above. If said authorization to complete needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect;

(c) failure of the Owner to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

(2) The Contractor may not terminate this Agreement without cause, but may assign its rights and duties under this Agreement as provided in paragraph 4, below.

4. Assignment.

a. Assignment by the Owner. The Owner shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

b. Assignment by the Contractor. The Contractor may assign its rights and duties under this Agreement to another management entity which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a Type

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

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

6. Representations. The Parties represent to each other that each has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement.

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

8. No Implied Waiver. The waiver by either Party of 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: MARK HINSON 5219 MOUNTAIN POINT LANE
CHARLOTTE, NC 28216

To the Contractor: Bob MATHEW P.O. Box 219 Cornelius N.C. 28031

To the Local Health Department:

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:

_____

(hr:mecontract.gm)

Od 100.00
#4129 BD
3/10/00

AC 1

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

[] CRT

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

(704)336-5102 5338A

Date: 3/10/00

PERSON FILING APPLICATION:
NAME: Stubbs (last) Brenda (first) T (mi)
ADDRESS: 5219 Mountain Point Ln PHONE: (704) 398-1704
CITY: Charlotte STATE: NC ZIPCODE: 28216

PROPERTY INFORMATION (FROM ENGINEERING FORM):
map Book 23 P 548
TAX/PARCEL NUMBER: ~~Lot 40 Mountain Point~~
STREET ADDRESS: 5219 Mountain Point Ln
023-164-04
ZONING:

PROPERTY OWNER:
NAME: Stubbs (last) George + Brenda (first) (mi)
ADDRESS: 5219 Mountain Point Ln PHONE: (704) 398-1704
CITY: Charlotte STATE: NC ZIPCODE: 28216

SUBDIVISION OR MOBILE HOME PARK NAME:

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

LOT NUMBER: 40 LOT SIZE (in acres):

TYPE APPLICATION (check one):

[] [redacted] 1992
[] EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
[X] ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
[] COMMERCIAL OR INDUSTRIAL (N)
[] ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)
[redacted]

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: 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)
[] Municipal (M) [] Other 'spring' (O)
[] Private Well (P)

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

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: Brenda O. Stubbs Date: 3-10-00

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.

... Approval granted for a Family Room/ Office/Gym addition
use existing System

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

Phyllis A. Walker RS 3/15/2000
Environmentalist Date

WWATER : 122791

PW

5338A

MAR-09-2000 14:12 TOLL BROTHERS PROV. MANOR 704 841 2760 P.01

PINNACLE LAND SURVEYING, PA
SURVEYING — PLANNING — MAPPING
P.O. BOX 2727 (704) 399-9120
HUNTERSVILLE, NC 28070 FAX (704) 399-1226

© PINNACLE LAND SURVEYING, PA

Klaus E. Krueger
KLAUS E. KRUEGER PLS L-3808

NORTH CAROLINA PROFESSIONAL SEAL L-3808 LAND SURVEYOR KLAUS E. KRUEGER

MAP BK 23 PG 548

MOUNTAIN POINT LANE 50' PUBLIC R/W

Back of Curb

EIP

TIE - 1cm of Back of Curb S 30°09'39" E 11.53'

TIE - 1cm of Back of Curb S 30°23'23" E 11.54'

R=136.23'
L=102.19'
CHORD S 53°30'17" W 99.81'

S 74°59'42" W 7.71'

NPS

Cable Box

Electric Box

50' Setback

Asphalt Driveway

8' Side Setback

8' Side Setback

Gravel Parking

647.61' Total

534.01' Total

NOTE:
ASPHALT DRIVEWAY OWNED BY LOT 40 ENCROACHES ONTO LOT 39 BY AS MUCH AS 1.3'

LOT 40
58,785 SQ.FT.
1.3036 ACRES

(Basis of Bearings) S 39°36'43" E

S 38°21'22" E

Except as specifically stated or shown on this plat, this survey does not reflect any of the following: easements, encumbrances, restrictive covenants, subdivision restrictions, zoning or other land use regulations, and any other facts that a complete title examination may disclose.

I certify that this survey was performed by me (Klaus E. Krueger), under my supervision.
This survey is of an existing parcel of land.
The Raw Error of Closure was better than 1:10,000.

This property is located in Zone X — (Areas determined to be outside 500-year flood plain) as shown on FIRM Map Number 3710458 0200 E dated February 5, 1993.

DATE of:
Survey 08/23/99
Drawing 08/23/99
Project Misc. Job No: 1455
File: 5219MOUN.dwg
Drawn by: KEK

Map Recorded in Map Book 23 Page 548
Lot 40, Mountain Point, Phase II
Currently Owned by: Mark S. & Susan V. Hinson

Lot 41
Now or Formerly
Bobby L. Bradshaw
& wf Sylvia S.
DB 6840 PG 048

Septic Pump

Concrete Driveway

BASE FLOOD ELEVATION = 654.4'
FIRST FLOOR ELEVATION = 670.2'
ADJACENT GROUND ELV. = 668.9'

1 Story Stucco
#5218

Underground Gas

Concrete Slab

Split Rail & Wire Fence

Lot 39
Now or Formerly
Kevin B. Dunn
& wf Maria P.
DB 6915 PG 805

100' Buffer

(641.10') to R/W

Duke Power R/W

654.4' Flood Protection Contour Line

Rip Rap

157.16' Rip Rap EIP

S 60°11'40" E

MOUNTAIN ISLAND LAKE

Pier

Rock

NPS

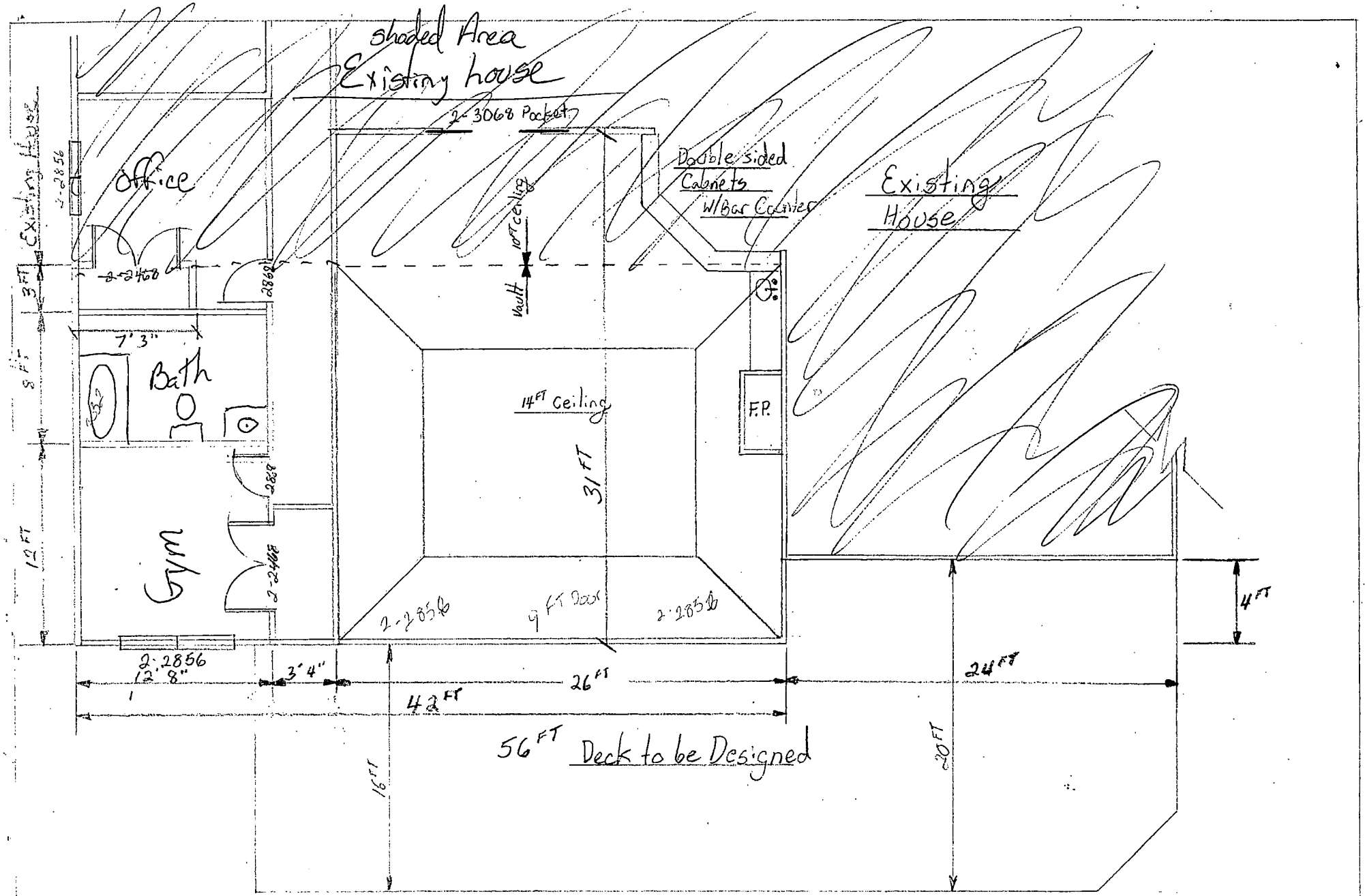
SITE
Mountain Point Ln
Abernathy Rd
Hwy - 16
Mt Holly Huntersville Rd
VICINITY MAP — Not to Scale

0 30 60 120
1 inch = 60 ft.

LEGEND	
SETBACK	
EASEMENT	
PROPERTY LINE	
LINES NOT SURVEYED	
FEATURE	
RIGHT OF WAY	
SET IRON PIN	○ IP
EXISTING IRON PIN	● IP
CONCRETE MONUMENT	■ CM
NO PIN SET	○ NPS

For Buyer:
GEORGE & BRENDA STUBBS
Physical Survey of
5219 MOUNTAIN POINT LANE
CHARLOTTE, NORTH CAROLINA 28216
LONG CREEK TOWNSHIP, MECKLENBURG COUNTY

Deed Recorded in Deed Book 8808 Page 408



SCALE | 1/8 = 1 FT

File # 5338A

DRAFT

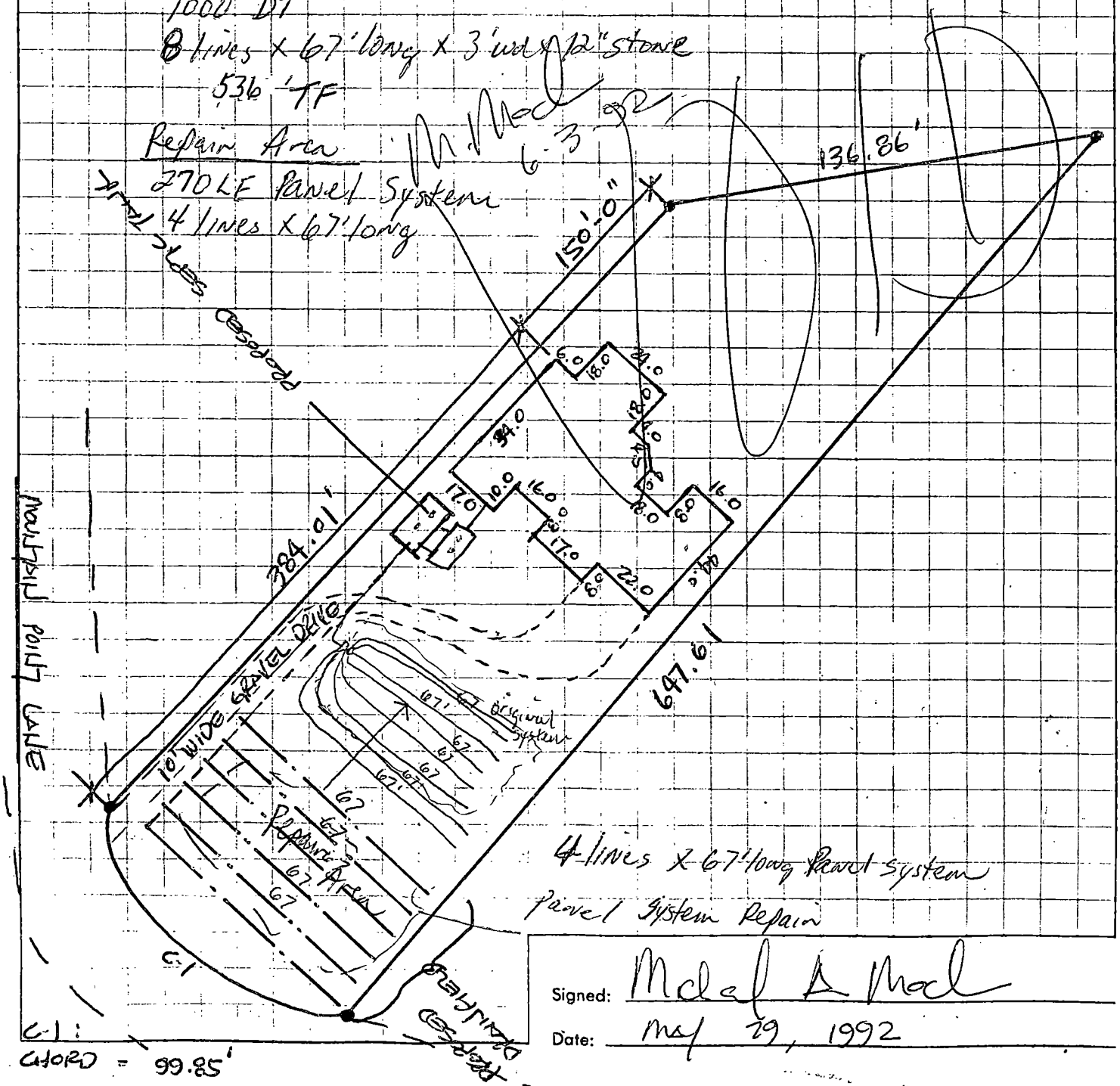
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

FILE: 5338A

TC: _____

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.

67 40
Mountain Point Phase II
1500 ST
1000 DT
8 lines x 67' long x 3' wide x 12" stone
536 LF
Repair Area
270 LF Panel System
4 lines x 67' long



4 lines x 67' long Panel system
Panel System Repair

Signed: Mdal A Mod

Date: May 29, 1992

400 LS

File # 5338A

P. # 200 BOK 5-29-92 #1116

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

[X] CRT

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

(704)336-5102

Date: 5-29-92

PERSON FILING APPLICATION:

NAME: MOCK (last) MICHAEL (first) A. (mi)

ADDRESS: P.O. BOX 1321 PHONE: 704 896-0520

CITY: DAVIDSON STATE: NC ZIPCODE: 28036

PROPERTY INFORMATION (FROM ENGINEERING FORM):

TAX/PARCEL NUMBER: 023-164-04

STREET ADDRESS: 5219 Mountain Point Ln

ZONING: _____

PROPERTY OWNER:

NAME: HINSON (last) MARK (first) (mi)

ADDRESS: 231 NORTHWEST DR PHONE: (704 358-8371

CITY: DAVIDSON STATE: N.C ZIPCODE: 28036

SUBDIVISION OR MOBILE HOME PARK NAME: MOUNTAIN POINT PHASE II

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

LOT NUMBER: 40 LOT SIZE (in acres): 1.3

TYPE APPLICATION (check one):

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

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

NUMBER BEDROOMS: 4 NUMBER OCCUPANTS: 2

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

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
[] Swimming Pool [] Jacuzzi [] Stable/Barn [] Workshop [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: Michael A. Mock Date: 5-29-92

NOTICE:

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

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

...This permit is not transferable.

...

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

Philo A. Walker P.S. 6/3/92
Environmentalist Date

Director or Authorized Section Head 6-5-92 Date

WWATER : 122791

Mecklenburg County
Health Department

Basil G. Delta, M.D., M.P.H.
Health Director

May 24th, 1989

Crescent Land & Timber Corp.
2305 Randolph Road, Suite C
Charlotte, NC 28207

RE: Property located at Mountain Point Lane 40
FILE: 5338A
PARCEL: 02301135 PO

Dear Sir:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The property was found to contain a limited area of soils which were classified as provisionally suitable for such an installation. A copy of the Site Evaluation Report (Serial Number 12092) is enclosed for your information.

Should you desire to file for permission to install a ground absorption sewage disposal system, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. The plan will be reviewed and if it is found that the area of provisionally suitable soils is adequate for the proposed construction, an Improvement Permit will be issued by this Department.

If I may be of assistance, please do not hesitate to contact me.

Very truly yours,

Jim Ericson, R.S., Supervisor
On Premises Waste Disposal & Water Supply

Enclosure

4.00 p.m 4-4-89

Phone conversation = Marvin Bethune

RE: WAIVE costs for soil investigations for applications submitted after changing lot lines to cooperate with Meck Co. Watershed Area Protection. (Mountain Pt. Phase II)
WAIVER REQUESTED BY LANDCRAFT Properties, Inc.

Response: Would support the County Manager's office in their recommendation to waive fees since LANDCRAFT Properties, Inc. voluntarily changed lot sizes to comply with the WATERSHED AND SUBDIVISION ORDINANCE.

DOCUMENTED - 4-4-89
S. Dossin

WAIVER GRANTED - 4-5-89 - Bobby Cobb

Bobby Cobb

4.5

APPLICATION FOR SOIL INVESTIGATION

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 5338A

TC: _____

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: Mountain Point Lane

② SUBDIVISION: Mountain Point Ph. 2 ③ LOT: 40 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: 023 PAGE NO.: 13 PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: 436 426 (LMI-90) PAGE NO.: 204 254

OWNER

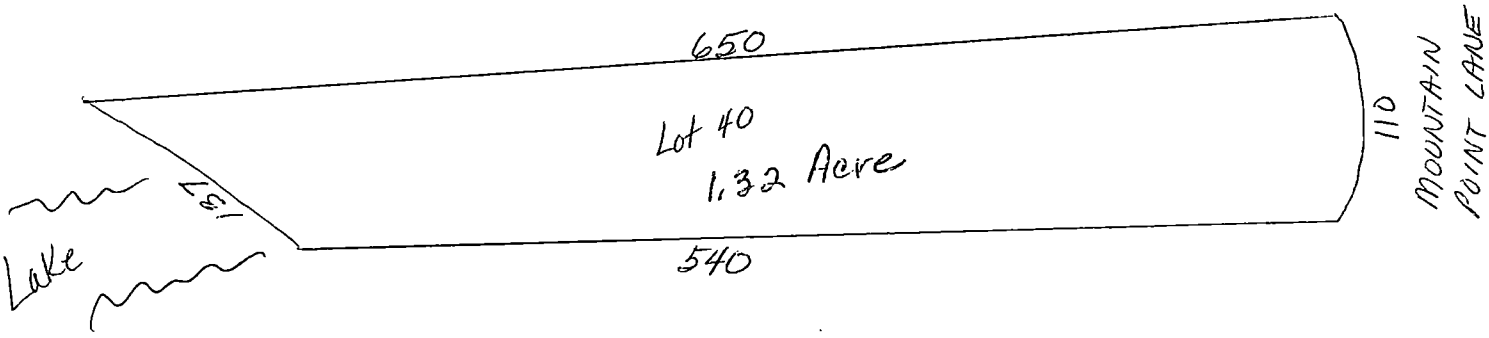
⑦ NAME: Crescent Land & Timber Corp. (c/o Lana Hathaway, LandCraft Properties)
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 2305 Randolph Road, Suite C

⑨ CITY: Charlotte, ⑩ STATE: N.C. ⑪ ZIP: 28207

⑫ PHONE: (WORK) (704) 332-9340 (HOME) (704) 892-9811

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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: Ethelene G. Williams

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

Date: March 23, 1989

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

Mecklenburg County
Health Department

Basil G. Delta, M.D., M.P.H.
Health Director

February 3rd, 1989

Crescent Land & Timber Corp.
2305 Randolph Road, Suite C
Charlotte, NC 28207

RE: Property located at Mountain Point Lane 40
FILE: 5338A
PARCEL: 02301135 PO

Dear Sir:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The results of this investigation showed the property to be classified UNSUITABLE for the installation of such a system. A copy of the Site Evaluation Report (Serial Number 15885) is enclosed.

State regulations provide that sites originally classified unsuitable may be utilized for the installation of alternate or modified sewage disposal systems provided the requirements of 10 NCAC 10A .1948 (c) are met. A reprint of this section is enclosed for your information.

Should you desire to file for permission to install an alternate or modified sewage treatment system on the property, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. They will be reviewed, and if it is determined that the proposed system may reasonably be expected to function satisfactorily, an Improvement Permit will be issued by the Department upon completion by you, of a formal request for lot reclassification.

If I may be of any assistance, please feel free to call.

Very truly yours,

Sylvia D. Daniel, R.S., Supervisor
On Premises Waste Disposal & Water Supply

Enclosure (2)

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 15885

File: 5338A Action 2

Parcel: 02301135 PO ☐ PC

Location: Mountain Point Lane

Subdivision:

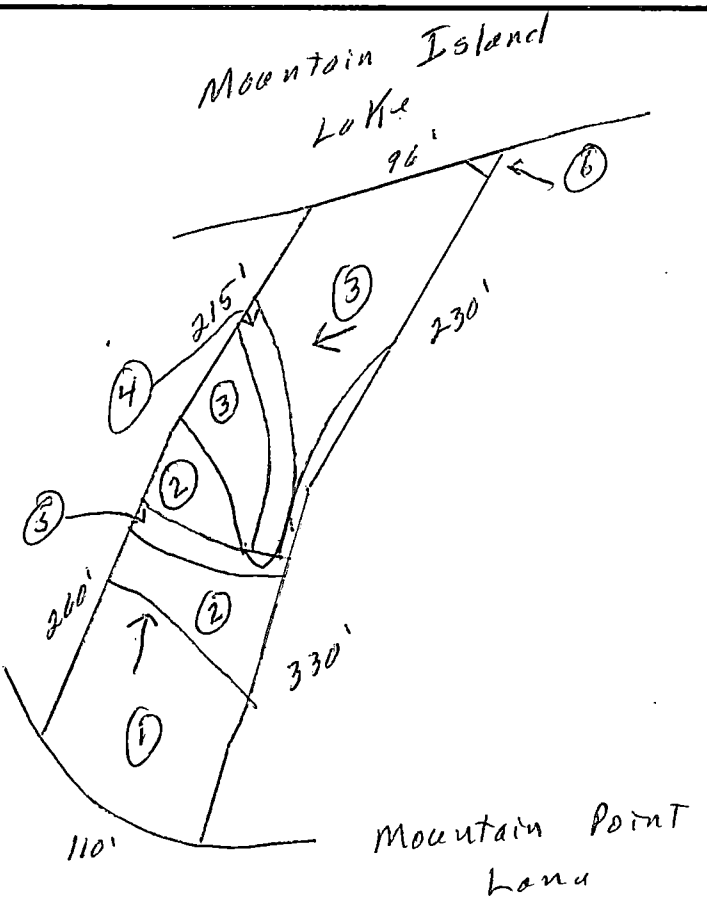
Lot: 40 Block: Acres: 1.07

Owner: Crescent Land & Timber Corp.
Address: 2305 Randolph Road, Suite C
Charlotte, NC 28207

Comments:

Described by: William A. Marlin

Date: 2-3-99



*** EVALUATION KEY ***

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	(S) PS U 6-12%	(S) PS U 6-12%	S PS (U) complex slopes	S PS (U) Drainageway Depression	S PS (U) Old Road	S PS U —
Texture	S (PS) U clay	S (PS) U clay	S PS U	S PS U	S PS U	S PS U
Structure	S (PS) U Blocky	S (PS) U Blocky	S PS U	S PS U	S PS U	S PS U
Drainage	S (PS) U 736" to water	S (PS) U 736" to water	S PS U	S PS U	S PS U	S PS U
Depth	S PS (U) 24-36"	S (PS) U 36-40"	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S (PS) U 736"	S (PS) U 736"	S PS U	S PS U	S PS U	S PS U
Available Space	S (PS) U limited	S PS (U) Restricted	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS (U) Duke Power R/W
Soil Group/Series	WA Pacolet ~~Cecil~~-Urb	WA Cecil-Urb	complex slopes	Drainageway Depression	Old Road	R/W
Area Classification	S PS (U)	S PS (U)	S PS (U)	S PS (U)	S PS (U)	S PS (U)

APPLICATION FOR SOIL INVESTIGATION

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH

1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 5338A

TC: _____

☐ PC ☐ REPT

MECKLENBURG COUNTY HEALTH DEPARTMENT ENVIRONMENTAL HEALTH DIVISION PAID

JAN 11 1989

$30.00

JOB LOCATION

① ADDRESS: Mountain Point Lane

② SUBDIVISION: Mountain Point Ph. 2 ③ LOT: 40 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: 023 PAGE NO.: 13 PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: 436, 426 (LMI-90) PAGE NO.: 204, 354

OWNER

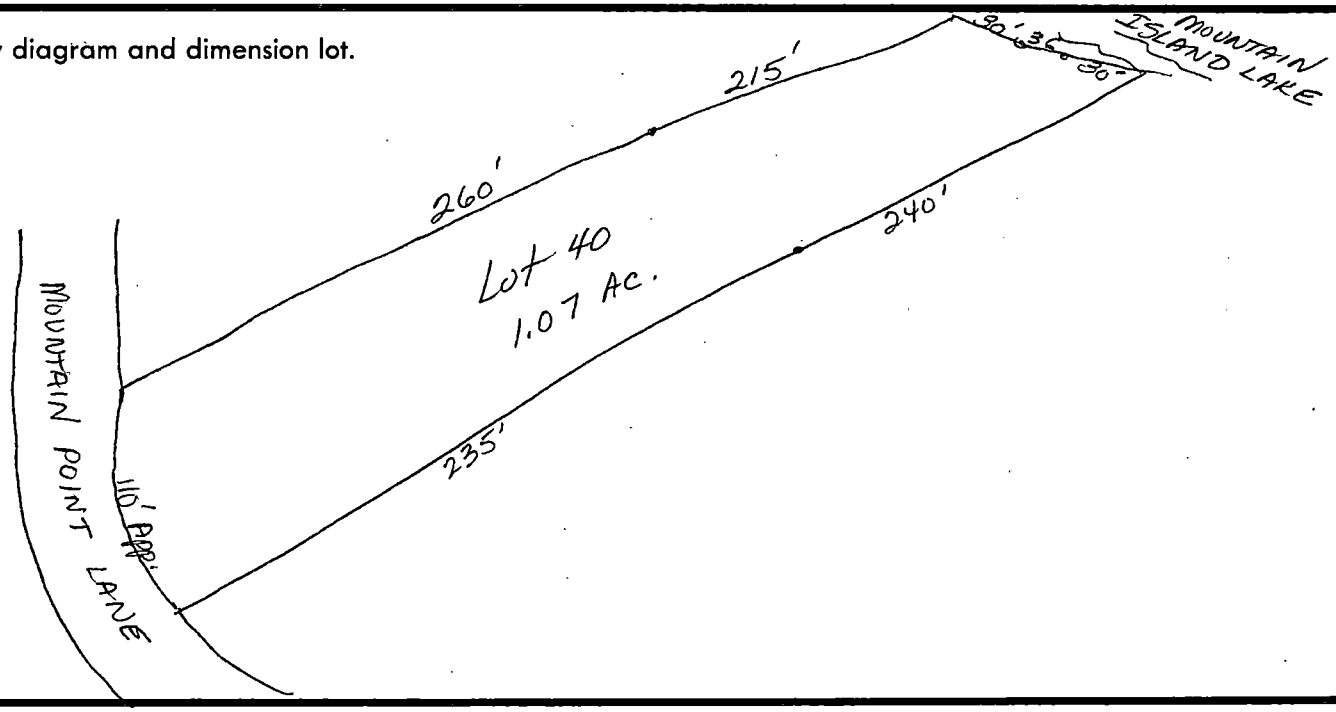
⑦ NAME: Crescent Land & Timber Corp. (c/o Lana Hathaway)
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 2305 Randolph Rd., Suite C

⑨ CITY: Charlotte ⑩ STATE: N.C. ⑪ ZIP: 28207

⑫ PHONE: (WORK) (704) 332-9340 (HOME) (704) 892-9811

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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 DEPARTMENT OF ENVIRONMENTAL HEALTH to enter onto the property for the purpose of processing this request.

Signed: Miles Boyer, V.P.

Date: 1/11/89

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

WHITE - ENVIRONMENTAL HEALTH DEPARTMENT'S COPY ● CANARY - ENVIRONMENTALIST'S COPY ● PINK - OWNER'S COPY