


7231 TIMBER RIDGE DR

13536517

6/5/08

marliwr

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

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

# Inspection of Engineered Subsurface Wastewater System

| | | |
|---|---|---|
| Mecklenburg County<br>**Health Department** | Bolding Residence<br>**Name of Establishment** | 8445<br>**Permit/Project No.** |
| 7231 Timber Ridge Dr., Charlotte 28227<br>**Location** | 4-Bedroom House<br>**Type of Establishment** | 480 GPD<br>**Design Flow** |
| Michael Bolding<br>**Owner/Agent** | Same as location address<br>**Address** | (704) 545-6551<br>**Phone** |
| Does not have a curent contract<br>**Operator** | **Address** | **Phone** |
| IV<br>**System Type** | 4/14/2008<br>**Next Inspection Due** | |

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

**6. GROUND ABSORPTION FIELDS:**

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

**A. LOW PRESSURE PIPE DRAIN FIELDS:**

| | | | | |
|---|---|---|---|---|
| a. Turnups/cleanouts/valves intact and accessible? | ☐ | ☒ | ☐ | 6.A. System requires service by a |
| b. No effluent standing in lower laterals? | ☐ | ☒ | ☐ | Certified Operator. |
| c. Laterals free of excess solids, cleaned out as needed? | ☐ | ☒ | ☐ | |
| d. Pressure head is properly adjusted? | ☐ | ☒ | ☐ | |

**OVERALL CONDITION AND OPERATION OF SYSTEM:**

1. System was not functioning properly at the time of inspection.
2. All Type IVa septic systems require a contract with a Certified Operator to perform routine inspections and to maintain the system.

**SUMMARY OF REPAIRS REQUIRED AT THIS TIME:**

1. Obtain a contract with a Certified Operator and have them perform a complete service on the system.
2. Have both tanks (septic & dosing) pumped out to remove excess solids.
3. Set high water alarm at proper level in pump tank.
4. Repair all leaking fixtures in the house.

***REPAIR WITHIN 30 DAYS.**

**SYSTEM MAINTENANCE/IMPROVEMENTS REQUIRED:**

1. Place all outdoor electrical wiring inside approved conduit. Exposed wires at control panel.

DATE: 4/6/2005

SIGNED: _____, RS I AGENT

Division of Environmental Health

# *MECKLENBURG COUNTY*
# *LAND USE AND ENVIRONMENTAL SERVICES*
## *Payment Receipt*

COPY

**Receipt Information**

**Date:** 03/28/05
**Receipt #:** 33512
**Check / Auth #:** CHECK 2009
**Received By:** CRAIGGY

**Amount:** 85.00
**Tendered:** 85.00
**Returned:** 0.00

**Account Information**

**Account #:** 200000
**Contractor:** CASH CUST (LAST NAME FIRST)
**Attn:** BOLDING MARGARET L
**Address:** 7136 SCUPPERNONG CT
**Address:**
**City/State/Zip:** CHARLOTTE, NC 28215

| Item | Description | Permit# | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0743 | Hmeownr Maint Inspec-Type IIIB<br>FILE # 8445/PH # 704-545-6551 | | 1 | 85.00 | 85.00 |

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

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

135-365-17

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

# INSPECTION OF ENGINEERED SUBSURFACE WASTEWATER SYSTEM

MECKLENBURG COUNTY — Health Department
Name of Establishment — 8445 — Permit/Project No.
7231 TIMBERCREST DR. — Location
RESIDENCE — Type of Establishment
480 GPD — Design Flow
MICHAEL R. BOLDING — Owner/Agent
Address — Phone
~~RCS~~ NO CONTRACT AT PRESENT TIME — Operator
Address — Phone
Remarks N/A

| | 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? | ☑ | ☐ | WE RECOMMEND PUMPING OUT TANKS EVERY 3-5 YEARS. SUSPENDED SOLIDS CAN EVENTUALLY CAUSE SYSTEM FAILURE. |
| 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? | ☑ | ☐ | |
| 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? | ☑ | ☐ | TURNUPS, VALVE BOX NOT ACCESSIBLE; BI-ANNUAL MAINTENANCE HAS NOT BEEN PERFORMED. |
| 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? | ☐ | ☐ | |

OVERALL CONDITION AND OPERATION OF SYSTEM: NO EFFLUENT SURFACING.

**SUMMARY OF IMPROVEMENTS NEEDED:**

| Improvement | Repair Within (Days) |
|---|---|
| | |

DATE: 5/14/02 SIGNED: Dan Lamb EHSI 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)

COPY

Rec'd 8/5 Chk 3084 6/13/02 GC

# INSPECTION STATEMENT
# MECKLENBURG COUNTY HEALTH DEPARTMENT

Michael R. Bolding
7231 Timber Ridge Dr.
Charlotte, NC 28227

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 |
|---|---|---|---|---|
| Michael R. Bolding | 7231 Timber Ridge Dr. | 13536517 | 8445 | 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: 5/23/02

Payment Due Date: 6/23/02

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

☐ *Please check if you have a well.*

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

***DO NOT SEND CASH***

0713

# Mecklenburg County
## Health Department

May 23, 2002

Michael R. Bolding
7231 Timber Ridge Dr.
Charlotte, NC 28227

Dear Mr. Bolding:

The required inspection of the type IVa septic system, which serves as the wastewater treatment and disposal system for the residence located at 7231 Timber Ridge Dr., Charlotte, North Carolina, was performed on 5/14/02. A copy of the inspection report is enclosed.

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 June 23, 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, Coordinator
Managed Systems Program
Individual Water and Wastewater Systems

Enclosures: Certified Operators List
Septic System Inspection Report
Septic System Owners Guide
Inspection Bill

# INSPECTION STATEMENT
# MECKLENBURG COUNTY HEALTH DEPARTMENT

Michael R. Bolding
7231 Timber Ridge Dr.
Charlotte, NC 28227

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 |
|---|---|---|---|---|
| Michael R. Bolding | 7231 Timber Ridge Dr. | 13536517 | 8445 | 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: 5/23/02

Payment Due Date: 6/23/02

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

☐ *Please check if you have a well.*

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

***DO NOT SEND CASH***

Three D. Enterprises Inc.
Defined Benefit Plan
P.O. Box 159
Mount Mourne NC
28123

N. C. DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

# INSPECTION OF ENGINEERED SUBSURFACE SEWAGE SYSTEM

Mecklenburg County — Health Department
8445 — Permit/Project No.
7231 Timber Ridge Road — Location
Name of Establishment
Type of Establishment
480GPD — Design Flow
Verlin B. Anderson — Owner/Agent
Address
Phone
Operator
Address
Phone
Remarks No Operator/Owner canceled w.th RCS DNC

| | Yes | No | REMARKS |
|---|---|---|---|
| 1. ESTABLISHMENT: | | | |
| Type, size, and sewage flow in accordance with permit? | ☑ | ☐ | Not able to verify # of bedrooms |
| 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? | ☑ | ☐ | |
| 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? | ☐ | ☐ | Not able to verify |

OVERALL CONDITION AND OPERATION OF SYSTEM: No effluent surfacing however, system has not been operated since 1-25-95

**SUMMARY OF IMPROVEMENTS NEEDED:**

| Improvement | Repair Within (Days) |
|---|---|
| | |
| | |
| | |
| | |
| | |

DATE: 6-1-98 SIGNED: Larry B. Thompson Jr. R.S. AGENT
Division of Environmental Health

DEHNR 3702 (Revised 9/91)
Environmental Health Services Section (Review 9/95)

## SUMMARY OF IMPROVEMENTS NEEDED (*Continued*)

| Improvement | Repair Within (Days) |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## INTENT TO SUSPEND OR REVOKE PERMIT

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

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*[Law or Rule(s)]*

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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 sanitary sewage 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 sewage 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 Environmental Health Services 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: Environmental Health Services Section
Division of Environmental Health
P. O. Box 27687
Raleigh, NC 27611-7687
(Courier 52-01-00)

# LPP/Mound Inspection Sheet

Name of Owner Barry Dutton
Address 7231 Timber Ridge Dr. Mint Hill
Phone #
Subdivision Lot#
Tax Code

Date of Inspection 6-25-99
System Type ___ LPP or Mound 7 & 8
System Class
Name of Cert.Cont. R.C.S. Inc.
Address Cert.Cont. P.O. Box 708
Monroe,NC 28111

Last Date Visited
Current Contract Exp.

Sewage Permit# Date Installed Contractor
Repair Permit# Date Installed Contractor

Septic Tank

| | |
|---|---|
| Risers | yes |
| Sanitary Tee | yes |
| Surface Water | OK |
| Sludge Level | OK |
| Landscape | yes |

Pump Tank

| | |
|---|---|
| Riser | yes |
| Required Pump | yes |
| Operating Properly | yes |
| High Water Alarm | yes |
| Floats | yes |
| Nema 4X Box | yes |
| Man. Disc. | yes |
| Landscape | yes |
| Surface Water | OK |
| Scum Level | ok |

Nitrification Lines

| | |
|---|---|
| Proper Surface Diversions | yes |
| Proper Landscaping | yes |
| Grass Cover | yes |
| Gate Valve | yes |
| Gate Valve Covers | yes |
| Clean Outs | No |

| Line | Design Pressure | Observed Pressure | Adjusted Pressure |
|---|---|---|---|
| 1 | 3 FT | 3 | 3 |
| 2 | 3 FT | 3 | 3 |
| 3 | 3 FT | 3 | 3 |
| 4 | 3 FT | | |
| 5 | 3 FT | | |
| 6 | 3 FT | | |

# LPP/Mound Inspection Sheet

| | | | |
|---|---|---|---|
| 7 | 3 FT | | |
| 8 | 3 FT | | |
| 9 | 3 FT | | |
| 10 | 3 FT | | |

Lines Show Excessive Solids a little

Pressure Set Properly yes

General Comments

Recommendations To Owner

Compliance Status Compliant Non-Compliance

# "FINAL NOTICE"

8-12-98 (mailing date) LBT (initials)

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

## ON-SITE WASTEWATER VIOLATION NOTICE

OWNER Three D Enterprises, Inc. Defined Benefit Plan MAILING ADDRESS P. O. Box 159 Mount Mourne, NC 28123 7231 Timber Ridge Drive

OCCUPANT _____ LOCATION Charlotte, NC 28227

☒ RESIDENCE ☐ BUSINESS ☐ OTHER tax parcel #135-365-17

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.

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

☐ Pit Privy must be repaired/constructed.

☐ Other Repairs (specify) _____

☒ Perform Maintenance (specify) Submit a maintenance contract with a certified subsurface system operator.

If the wastewater violation is not brought into compliance by August 25, 1998, appropriate legal action will be taken.

Notice Issued July 24, 1998 (Date) Signed Larry B. Thompson, Jr., R.S. (Division of Environmental Health) (Agent)

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

DEHNR 1109 (Revised 9/97)
On-Site Wastewater Section (Review 10/94)

Required Contract attached.

Sherron L. Dutton

# Residential Collection Service, Incorporated

Post Office Box 708 ♦ Monroe, North Carolina 28111
Phone 704.283.7539 or 704.376.9359 ♦ Fax 704.289.5560

TELECOPIER TRANSMITTAL

TO: Barry Dutton

TELECOPIER NUMBER: 545-9408

THIS TRANSMITTAL IS FROM: Cathy Hudson

NUMBER OF PAGES: 7 | including cover sheet |

DATE: 8-14-98

COMMENTS: maintenance agreement

IF YOU EXPERIENCE ANY PROBLEMS IN TRANSMISSION, PLEASE CALL !

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIS AGREEMENT is made and entered into this 14 day of August, 1998 by and between Barry Dutton (hereinafter the "Owner") and R.C.S., Inc. , Joe R. Hudson (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment (hereinafter the "system") is installed, such system being designated a Type T&J system under the Rules for Sanitary Sewage Colection, 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 T&J 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 7231 TIMBER RIDGE DRIVE MINT HILL, NC 28227

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 T&J system.

b. The Contractor shall perform th following routine maintenance procedures

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

in accordance with the conditions of the Operation Permit:

(1) ( from the 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 I,J 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 of 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 I,J System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24-48 hours after receipt of such request depending on the urgency of the request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $ 200.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon sixty(60) days advance notice to the Owner but may not be increased more than 20 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 shall accrue interest from the due date until paid at a rate of 15 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

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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 tights 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 NC 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, auhority 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:

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

as is reasonably necessary tor 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 to 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 is 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 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 ot paragraph 1.e. above. If said authorization to comlete 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

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

To the Owner:
BARRY DUTTON (Three D Enterprises, Inc. Defined Benefit Plan)
7231 TIMBER RIDGE DRIVE
MINT HILL, NC 28227

To the Contractor:
R.C.S. ,Inc.
Joe R. Hudson
PO Box 708
Monroe, NC 28111

To the Local Health Department:
MECKLENBURG Environmental Health Department
700 NORTH TRYON STREET
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 of attempted delivery, as the case may be. Changes in the respective addresses to which notice may be directed may be made form 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. 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 of 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.

STATE OF NORTH CAROLINA
COUNTY OF [illegible]

(Owner)

Attest:

(Corporation)

Attest:

FAX 545-9408

704-289-5560

"FINAL NOTICE"

8-12-98 mailing date  LBT initial

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

# ON-SITE WASTEWATER VIOLATION NOTICE

OWNER Three D Enterprises, Inc. Defined Benefit Plan  MAILING ADDRESS P. O. Box 159 Mount Mourne, NC 28123

OCCUPANT _____  LOCATION 7231 Timber Ridge Drive Charlotte, NC 28227

☒ RESIDENCE ☐ BUSINESS ☐ OTHER tax parcel #135-365-17

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*) Submit a maintenance contract with a certified subsurface system operator.

☐ Pit Privy must be repaired/constructed.

If the wastewater violation is not brought into compliance by August 25, 1998, appropriate legal action will be taken.

Notice Issued July 24, 1998 (Date)  Signed Larry B. Thompson, Jr., R.S. Division of Environmental Health Agent

Compliance 8-14-98 (Date)  Signed _____ Division of Environmental Health Agent

DEHNR 1108 (Revised 9/92)
On-Site Wastewater Section (Review 10/94)

Contract submitted 8-14

# Residential Collection Service, Incorporated

Post Office Box 708 ♦ Monroe, North Carolina 28111
Phone 704.283.7539 or 704.376.9359 ♦ Fax 704.289.5660

TELECOPIER TRANSMITTAL

TO: Larry Thompson
Meck. Environmental Health

TELECOPIER NUMBER: 336-6894

THIS TRANSMITTAL IS FROM: Cathy Hudson

NUMBER OF PAGES: 7 | including cover sheet |

DATE: 8-14-98

COMMENTS: Maintenance agreement Dutton Timber Creek

IF YOU EXPERIENCE ANY PROBLEMS IN TRANSMISSION, PLEASE CALL!

Fax came in
at 11:35 AM
8/14/98

P.S. Your stapler is horrendous
Got it fixed! :)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIS AGREEMENT is made and entered into this 14 day of AUGUST, 1998 by and between BARRY DUTTON (hereinafter the "Owner") and R.C.S., Inc. , Joe R. Hudson (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment (hereinafter the "system") is installed, such system being designated a Type T&J system under the Rules for Sanitary Sewage Colection, 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 T&J 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 7231 TIMBERLAKE DRIVE MINT HILL, NC 28227

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 T&J system.

b. The Contractor shall perform th following routine maintenance procedures

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

in accordance with the conditions of the Operation Permit:

(1) ( from the 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 I, J 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 of 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 I, J System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24-48 hours after receipt of such request depending on the urgency of the request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $ 200.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon sixty(60) days advance notice to the Owner but may not be increased more than 20 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 shall accrue interest from the due date until paid at a rate of 15 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

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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 NC 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.

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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:

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

as is reasonably necessary tor 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 to the date of termination.

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(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 is advance of the date of termination. Cause shall be defined as:

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(c) failure of the Owner to allow the Contractor such access to the

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

To the Owner:
Danny Dutton
7231 Timber Ridge Drive
Mint Hill, NC 28227

To the Contractor.
R.C.S. ,Inc
Joe R. Hudson
PO Box 708
Monroe, NC 28111

To the Local Health Department:
Mecklenburg Environmental Health Department
700 North Tryon Street
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 of attempted delivery, as the case may be. Changes in the respective addresses to which notice may be directed may be made form time to time by either Party by notice to the other party/

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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 of 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.

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg Co

(Clerk)

Attest:

(Commissioner)

Attest:

FAX 545-9408

704-289-5560

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

# ON-SITE WASTEWATER VIOLATION NOTICE

OWNER Three D Enterprises, Inc. Defined Benefit Plan

MAILING ADDRESS P. O. Box 159 Mount Mourne, NC 28123

OCCUPANT _____

LOCATION 7231 Timber Ridge Drive Charlotte, NC 28227

☒ RESIDENCE ☐ BUSINESS ☐ OTHER tax parcel #135-365-17

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.

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

☐ Pit Privy must be repaired/constructed.

☐ Other Repairs (*specify*) _____

☒ Perform Maintenance (*specify*) Submit a maintenance contract with a certified subsurface system operator.

If the wastewater violation is not brought into compliance by August 25, 1998, appropriate legal action will be taken.

Notice Issued July 24, 1998 (Date) Signed Larry B. Thompson, Jr., R.S. (Division of Environmental Health) (Agent)

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

DEHNR 1108 (Revised 9/92)
On-Site Wastewater Section (Review 10/94)

5-29-98

Talked with Cathy of RCS. House sold some time ago and RCS quit inspections. Cathy says house may be on sewer.

Verlin Anderson
135-365-17

# Mecklenburg County
## Health Department

June 4, 1998

Three D Enterprises Inc.
Defined Benefit Plan
P.O. Box 159
Mount Mourne, NC 28123

Re: 7231 Timber Ridge Drive

Dear Sir or Madam:

A required inspection was recently made of the pressure dosed Prefabricated, Permeable Block Panel System (PPBPS) which serves as the wastewater treatment and disposal system for the residence located at 7231 Timber Ridge Drive, Mint Hill, North Carolina.

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

Enclosed is a copy of the information we have on file,. Please submit a new contract with a certified operator to our office by July 7, 1998. A list of certified operators in the immediate vicinity of Mecklenburg County is attached. If I can be of further assistance in this matter please feel free to contact me at (704)336-5568 between 8:00 - 9:00 am, Monday through Friday, or leave a message on my voice mail.

Sincerely,

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

Larry B. Thompson, Jr., R.S.
Environmental Health Specialist

Enclosure: Certified Operators List
Maintenance Contract

# SUBSURFACE WASTEWATER DISPOSAL SYSTEM
# MONITORING REPORT FORM

| Name and Location of System | Date of Inspection / Permit No. |
|---|---|
| Vern Anderson, Farmwood<br>7231 Timber Ridge Dr.<br>Char 28212 | 1-25-95 |
| | County: Mecklenburg / System Classification: T&E Panel |
| Name and Address of ORC<br>Joe Hudson, RCS Inc<br>PO Box 708<br>Monroe, NC 28111<br>Phone No. (704) 376-9359 | Name and Address of Owner<br><br>Phone No. ( ) |

Areas Evaluated During Inspection
(S=Satisfactory, M=Marginal, U=Unsatisfactory, N=Not Evaluated, NA=Not Applicable)

| | |
|---|---|
| **TANKAGE (grease traps/septic tanks):** | |
| Tank risers accessible? | S |
| Signs of Infiltration? | S |
| Tanks and access structurally sound? | S |
| Sanitary tee(s) in good condition? | S |
| **RAW SEWAGE LIFT STATION (if present):** | |
| Required pumps present & operating properly? | |
| High water alarm operating properly? | |
| Floats, pipes, valves, disconnects in good condition? | |
| Control panel enclosure/components in good condition? | |
| **EFFLUENT DOSING STATION:** | |
| Required pumps present & operating properly? | S |
| High Water alarm operating properly? | S |
| Floats, pipes, valves, disconnects in good condition? | S |
| Control panel enclosure/components in good condition? | S |
| Effluent appears clear and free of solids? | S |
| Zone valve sequencer operating properly? | S |
| **SIPHON SYSTEM:** | |
| No evidence of overflow or siphon leakage? | |
| Siphon(s) appear to be working/alternating properly? | |
| Bells and vents free of debris and in good condition? | |
| **SAND FILTER: (if present):** | |
| Surface of filter appears free of vegetation? | |
| No evidence of effluent ponding on filter surface? | |
| Perimeter walls, dist. boxes, pipes in good condition? | |
| Effluent appears clear and free of excess solids? | |
| **GROUND ABSORPTION FIELDS (general):** | |
| No evidance 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? | |
| Evidence of leakage, blockage in discharge lines? | |
| Pressure head is properly adjusted? | |

| | Scum Level | Sludge Level |
|---|---|---|
| Septic Tank | 0 | 0 |
| ~~Grease~~ Trap | 0 | 0 |
| Pump | | |

Elapsed Time Readings:
Pump #1 ____
Pump #2 ____

Elapsed Time Readings:
Pump #1 ____
Pump #2 ____
Pump #3 ____
Pump #4 ____

** attach evaluation sheet if pressure head is checked.

LOW PRESSURE PIPE SYSTEM:

Turnups/cleanouts/valves intact and accessible? ____
Laterals free of excess solids? ____
Laterals flushed this inspection? ____
Zone valves operating properly? ____
Pressure head is properly adjusted? ____ ** attach evaluation sheet if pressure head is checked.

SPECIAL CONDITIONS:

COMMENTS: - Did not complete inspection. One line leaking at gate valve. Need to go back and finish.

RECOMMENDATIONS TO OWNER:

COMPLIANCE STATUS: COMPLIANT___ NON-COMPLIANT___

___ CHECK IF PRESSURE HEAD EVALUATION SHEET IS ATTACHED.

DATE: 1/25/95 SIGNATURE OF "ORC": Joe Holm

STATE OF NORTH CAROLINA

COUNTY OF ~~Mecklenburg~~ Harnett

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

COPY

THIS AGREEMENT is made and entered into this 14 day of April, 1993, by and between Verlin Anderson (hereinafter the "Owner") and R.C.S., INC., JOE HUDSON (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 ~~I~~ Pump 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 Pump ~~I~~ 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.

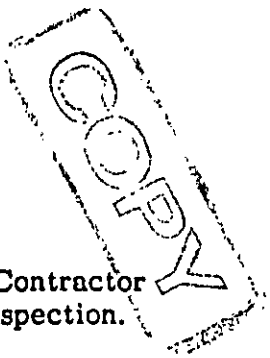
1. The Contractor's Obligations. The Contractor shall perform the following services on the Owner's system located at 7231 Timber Ridge Dr. Mint Hill, NC

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

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24-48 hours after receipt of such request. depending on the urgency of the request.

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 annual fee may be amended upon sixty (60) days advance notice to the Owner but may not be increased more than 20 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 15 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. Terminntion 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;

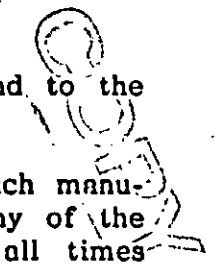
(c) failure of the Owner to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

(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



the 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: Verlin Anderson
7231 Timber Ridge Dr. Mint Hill

To the Contractor: R.C.S., INC. / JOE ANDERSON P.O. Box 708 MONROE, NC 28111

To the Local Health Department: ~~UNION COUNTY~~ mecklenburg ENVIRONMENTAL HEALTH DEPT. Charlotte
~~600 NORTH MAIN STREET MONROE, NC 28112-4999~~ 336-5102

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)

40 [illegible]

# INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR PERMIT

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

FILE: 8445 DATE: 3/26/93

TC: 135-365-17 ☐ L

SERIAL Nº 15396

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 3/26/93. All work shall be completed on or before 4/26/93, 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.

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Absorption and/or Nitrification Lines:

Trench Width _____ feet

Total Line Length _____ feet

Number of Lines _____

Depth of Stone _____ inches

Distance from House _____ feet

Distance from Property Line _____ feet

Distance from Well _____ feet

PLOT OF SYSTEM

NAME OF OWNER Vellin B. Anderson

LOCATION OF PROPERTY 7231 Timber Ridge Dr.

Comments: System to be designed As per Criteria for T.J. Systems and installed According All Criteria.

Division or Section Head

Environmentalist Tami H. Ewell, LS 3/26/93

* 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.

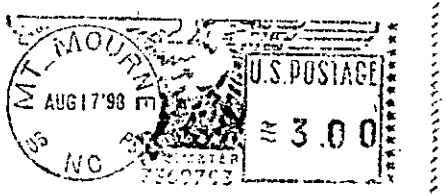
WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER OR AGENT'S COPY

Three D Enterprises, Inc.
Defined Benefit Plan
PO Box 159
Mt. Mourne, NC 28123

CERTIFIED

P 110 390 070

MAIL



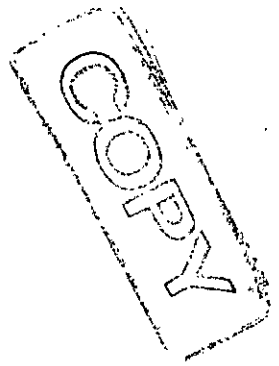

Mecklenburg County
Health Dept.
N.C. Dept. of Environmental, Health & Natural Resources
700 North Tryon St.
Suite 211
Charlotte, NC 28202-2236

Attention:
Larry B. Thompson, Jr.,
R.S.

Rec'd 8-...
Rev'd, w/ Fax 8-30-91
Revised 8-30-91
Calculations Approved 9-03-91
Layout Approved 9-11-91

Date: July 29, 1991

From: T J Systems
P.O. Box 73
Scott, N.C. 28699




To: Verlin Anderson
~~P.O. Box 25748~~ 2255 MILTON ROAD
Charlotte, N.C. 28215
Phone 704-568-7103

Subject: Lot 35 Farmwood #12 Mecklenburg County
7231 Timber Ridge Drive
File # : 8445 A
Parcel : ~~135-361-01~~ 135-365-17

System type: 16 inch T & J Panel System with pressure distribution.

This system is designed for a four bedroom house at an application rate of .31 gpd. 480/.31 = ~~1548/3~~ = 516 LF of conventional drainfield multiplied by .5 = 258 LF of 16 inch T & J Panel System. This system shall be installed in accordance with all state and local rules and regulations and in compliance manufacturer's installation guidelines. Soil evaluation was supplied by the county.

OK Verl

~~Cabarrus~~ Counts: Varied Soils within installation Area

Goulds WE0511H

ok Jon
* Regs. vary by 3/16 sizing for 2/3 of System

| Line | # Panel | # Hole Per Panel | Size Hole | Line Head | Line Length | Hole Flow | Per min Line Flow |
|---|---|---|---|---|---|---|---|
| A | 20 | one | 3/16 | 2ft | 87 ' | .59 | 11.80 |
| B | 20 | one | 3/16 | 2ft | 87 ' | .59 | 11.80 |
| C | 20 | one | 5/32 | 3ft | 87 ' | .50 | 10.00 |
| E | repair | NOTE: Only 33% repair space available. | | | 58 ' | | |
| Totals | 60 | | | | 261' | | 33.60 |



CALCULATIONS FOR PUMPED SYSTEMS:

Head: Friction loss = 2.95 ✓
Total lift = 20.40 ( 99.10 + 2 - 80.70 = 20.40) elev.
TDH = 23.35
20% margin = 30 ft ( 23.35 / .8 = 29.19 = 30 ft )

Pump Size: 42 (33.6/.8) gallon per minute at 30 feet of head.

Pump cycle should be 6 1 min or 205 gallons.

Note: Each line shall have a globe valve at the start of the line for pressure adjustment. Valve shall be placed inside a plastic Valve box with a lid at ground surface.
Turn ups shall be cut just below ground surface and covered with a plastic cup and cover. The line shall be capped with a threaded fitting and plug. The ends that are cut off shall be marked as to the line they go to and saved for future system adjustment. Mark valve and turn up with marker as to what valve goes with what turn up.

Friction loss:

supply line = 120 lf = 1.20 * 2.05 = 2.46 ✓
fittings = 2.46 * .2 = .49 ✓
total 2.95 ✓

4004

# CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 845 DATE: 4/14/93

TC: 135-365-17 ☐ L ☑ CRT

SERIAL Nº 15697

80X

Name of Owner Verlin Anderson Juris.:

Address of Property 7231 Timber Ridge Drive

**Inspection Data:**

Tank Material PCC

Total Length of Drainfield 264

Number of Lines 6 @ 44

Cover Depth 6"

Water Supply Source Community

Distance to Water Source —

Excavation Inspected 4/13/93

Tank(s) Inspected 4/13/93

Wash Line Inspected —

High Water Alarm Inspected 4/14/93

PLOT

Design: 1993 T+J Panel, 1500 ST, 1000 PT, 266' LPP, CEC16 ETR# 91

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: Type IV

Jami H Newell RS
Environmentalist

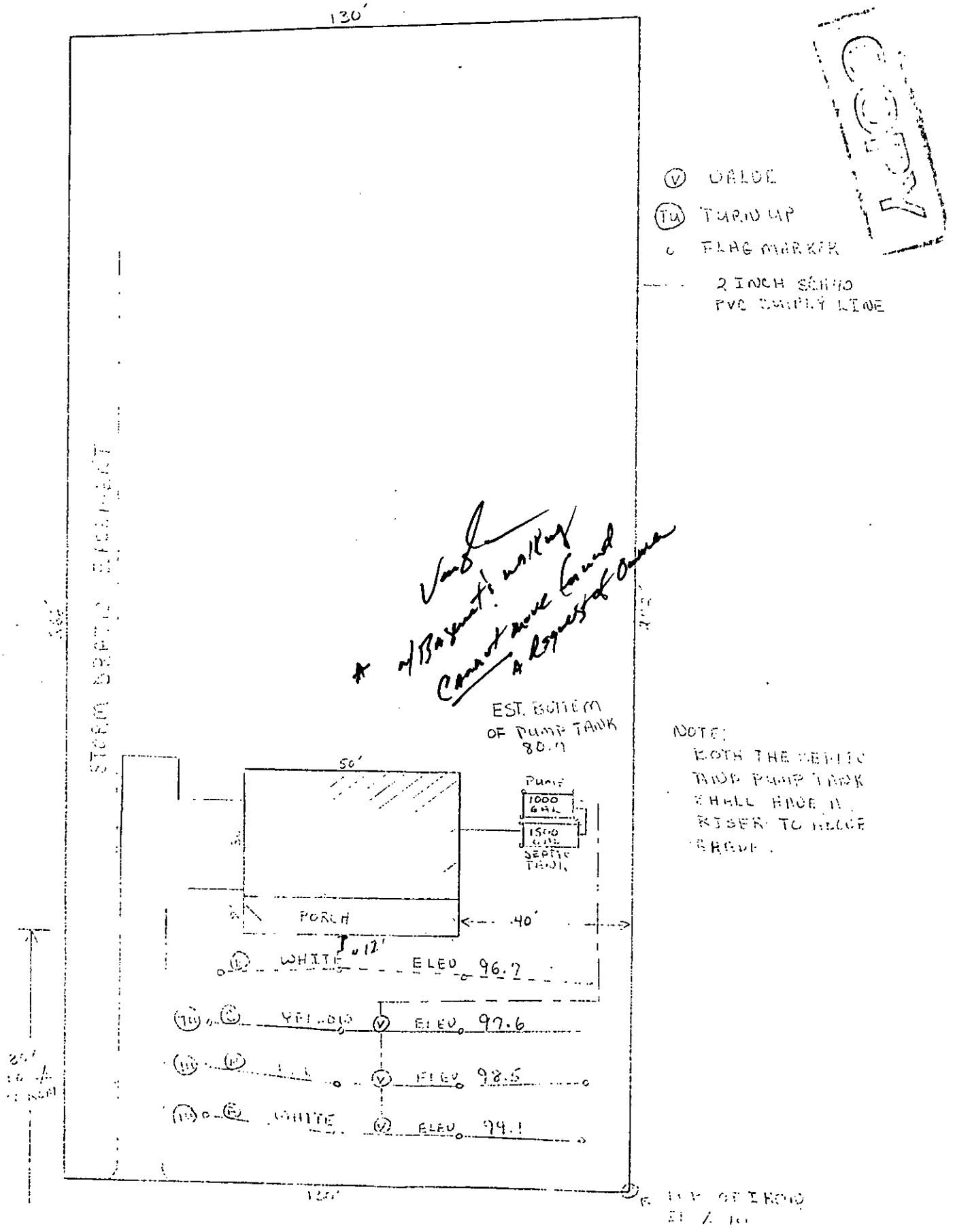
264 +2 1/2

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

MECKLENBURG COUNTY

FILE # 8445A

DATE 7-23-91



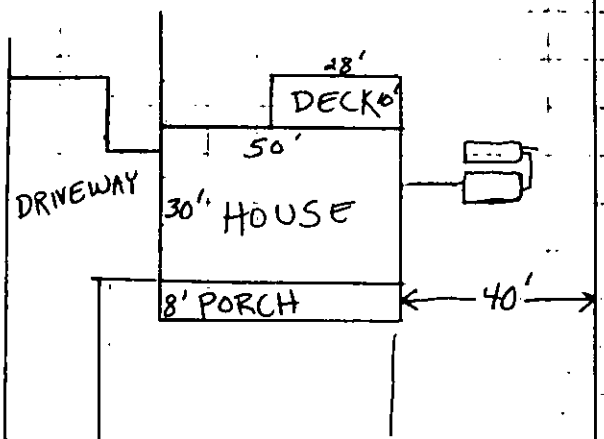
# PROPOSED PLOT PLAN

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

FILE: 8445

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.




APPROVAL DATE _____

7231 TIMBER RIDGE DRIVE

White - Health Department's Copy  Canary - Environmentalist's Copy  Pink - Owner's Copy

# Mecklenburg County
# Health Department

September 11, 1991

Mr. Verlin B. Anderson
2255 Milton Road
Charlotte, NC 28215

Re: Property located at 7231 Timber Ridge Drive (Farmwood)
File: 8445
Parcel: 135-365-17

Gentlemen:

Receipt of your plans for a modified waste disposal system for the property referenced above is acknowledged.

Your plans for the modified system for the above property as submitted are approved with the following comments:

- Water saving plumbing devices and low flush toilets should be installed when constructing the residence.
- Occupants to utilize maximum water conservation measures wherever possible.
- Effectively rake and lime all trench sidewalls
- Landscaping of repair area to be undisturbed. No grading, shaping, or altering in anyway.

Although the 100% repair area is not required, the maximum feasible remaining area, as determiend by this department, shall be allocated for system repair.

Upon execution and recording with the Register of Deeds Division Office, Mecklenburg County, of the enclosed "Septic Tank Agreement Form", an Improvements Permit may be issued by this office.

Sincerely,

Gene Vaughan, R.S., Supervisor
Individual Water and Wastewater Systems

GV:lw

Enclosures - 3 Septic Tank Agreement Forms

BK: 06633 PG: 0120/0120 #:0149 6.00
REGISTERED SEP/16/1991 02:30PM ANNE A. POWERS REGISTER OF DEEDS MECK. CO. N.C.

FILE NO. 8445

COPY

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

ACKNOWLEDGEMENT OF REQUEST BY OWNER FOR RECLASSIFICATI OF SITE FROM "UNSUITABLE" TO "PROVISIONALLY SUITABLE" UNDER 10 NCAC 10A .1948(c)

The undersigned, Verlin B. Anderson & Elizabeth D. Anderson

owner of property located at 7231 TIMBER RIDGE DRIVE

(the site") and described in an instrument recorded in Book 6317 at Page 998, Mecklenburg Public Registry,

hereby acknowledges that he applied to the Mecklenburg County Department of Environmental Health ("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 acco dance with the regulations promulgated by the North Carolina Commission for Health Services at 10 NCAC 10A .1934 et seq; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requ sted pursuant to 10 NCAC 10A .1948(c) 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 D partment that the septic tank system proposed by the undersigned can reasonably be expected to function satisfactorily and thus that the re- uirements of 10 NCAC 10A .1948(c)(1), (2), and (3) can be made; 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 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 officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunc- ion of such system.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless the Department, its empl yees 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.

The undersigned further agrees for his heirs and assigns that, in the event any septic tank system installed under authority of the al- ove permit fails to perform adequately in any respect, he will take whatever measures are required to correct same; or if such is impos- ible will discontinue use of said system immediately.

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 names listed in the name or names of the undersigned, and the foregoing acknowledgements shall henceforth be binding on all persons having any right, title, or interest in the site.

This 16 day of September, 1991.

Verlin B. Anderson (SEAL)

Elizabeth D. Anderson (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Kathleen Hoke Leach, a Notary Public for said County and State, do hereby certify that Verlin B. Anderson and Elizabeth D. Anderson personally appeared before me this date and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 16th day of September, 1991.

Kathleen Hoke Leach
Notary Public

Commission Expires JUN 13 1992

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of _____, 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 _____, sealed with its corporate seal and attested by _____.

WITNESS my hand and notarial seal, this _____ day of _____, 19__.

_____
Notary Public

Commission Expires _____