

2427 HEATH LAKE DR

19507269

1/7/2008

duponbj

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

or Acct X33525

FEE: 300 AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
DATE: 9/24/02 VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

DATE: 09-24-02 PERMIT NO: 14993
PARCEL NO: 195-072-69

JOB LOCATION ADDRESS: 2427 Heathlake Dr.
PROPERTY OWNER: Ryan Homes
BUILDING CONTRACTOR: Same
SUBDIVISION NAME: Heathlake
AUTHORIZATION ISSUED BY: Joshua R. Sellers R.S. DATE: 09-24-02
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 14993, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS: ① Agreement forms to be on file ② Warranty forms to be on file before final Release. ③ Type III system requires 5 year Maint. Inspection by Local Health Department ④ owners expense

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 49913 Tax Number: 195-072-69

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement: ___ Yes ✓ No ___ Partial Basement

Type Primary Wastewater System Type (circle one): I II (III) IV V VI

___ Conventional
___ Prefabricated, permeable block panel system
___ Shallow Placed Conventional
___ Low Pressure Pipe
___ Large Diameter Pipe
___ Fill
___ Other
✓ Innovative or Experimental:
___ IWWS-93-1
___ IWWS-93-2
___ IWWS-94-1

.25 Long-term acceptance rate	480 Max gallons/day wastewater flow	1248 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
N Serviced by private well	1500 Gallon septic tank	416 Total trench length (ft)	36" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
4 Bedrooms in residence	1000 Gallon pump tank	N/A Depth of stone	

Any surface waters present: Type: Minimum separation distance:

Site modifications required:

Additional Conditions: ① Agreement Forms to Be on File ② warranty forms to Be on file before final Release. ③ Type III B system requires 5 year Maint. Inspection By local Health Dept ④ owners Expense

Repair Area System Type Type (circle one): I II (III) IV V VI

___ Conventional
___ Prefabricated, permeable block panel system
___ Shallow Placed Conventional
___ Low Pressure Pipe
___ Large Diameter Pipe
___ Fill
___ Other
✓ Innovative or Experimental:
___ IWWS-93-1
___ IWWS-93-2
___ IWWS-94-1

1440 Absorption Area (Sq ft) 480 Total Trench Length (Ft)	N/A Depth of Stone Trench	9' Trench spacing (min. on centers)	36" Maximum Trench Depth

For existing system, enter the year originally installed:

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

Joshua R. Sillers L.S. 09-24-02.
MCHINR Authorized Agent Date

Owner/Agent Signature Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, N.C. 28202.
(704) 336-5102

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

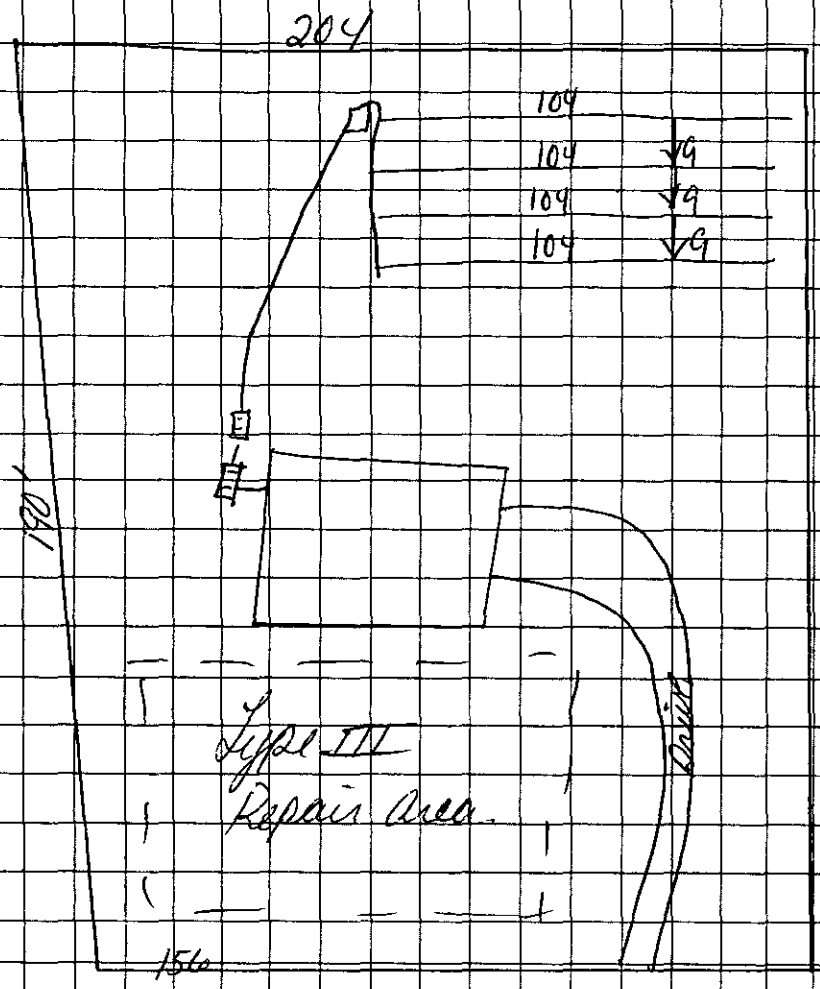
PROPOSED PLOT PLAN

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

FILE: 4999 B

TC: 195-072-69

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.



① Not to scale.

② 1500 ST 1000 DT
416 linear feet
35% Reduction
System.

③ Warranty forms to be on file by final release

④ Agreement forms to be on file.

⑤ Type III B system Requires (5) year maint. inspection By Local Health Dept

⑥ Owners Expense

Heathbee Dr.

⑦ System designed for a (4) Bedroom Design unit.

OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE 09-24-02

Joshua R. Sellers R.S.

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: ~~12-10-02~~ 49913 DATE: 12-10-02

TC: 195-072-65 ☐ L ☒ CRT

SERIAL 19074

Name of Owner Ryan Homes Juris.: _____

Address of Property 2427 Heathlake Dr.

Inspection Data:

Tank Material PCC.

Total Length of Drainfield 420'

Number of Lines 3 @ 140'

Cover Depth 12-24"

Water Supply Source Comm Well.

Distance to Water Source ≥ 100'

Excavation Inspected 12-10-02

Tank(s) Inspected 12-10-02

Wash Line Inspected N/A

High Water Alarm Inspected 12-10-02

* See Installation approval. *

PLOT

Design 2002 1248SFT INU P.S. CTR# RCS

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

☐ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of I5A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☐ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of I5A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: Type IIB G. System designed for a (4) Bedroom design only. Type III G Repair.

Joshua R. Sullivan R.S.

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

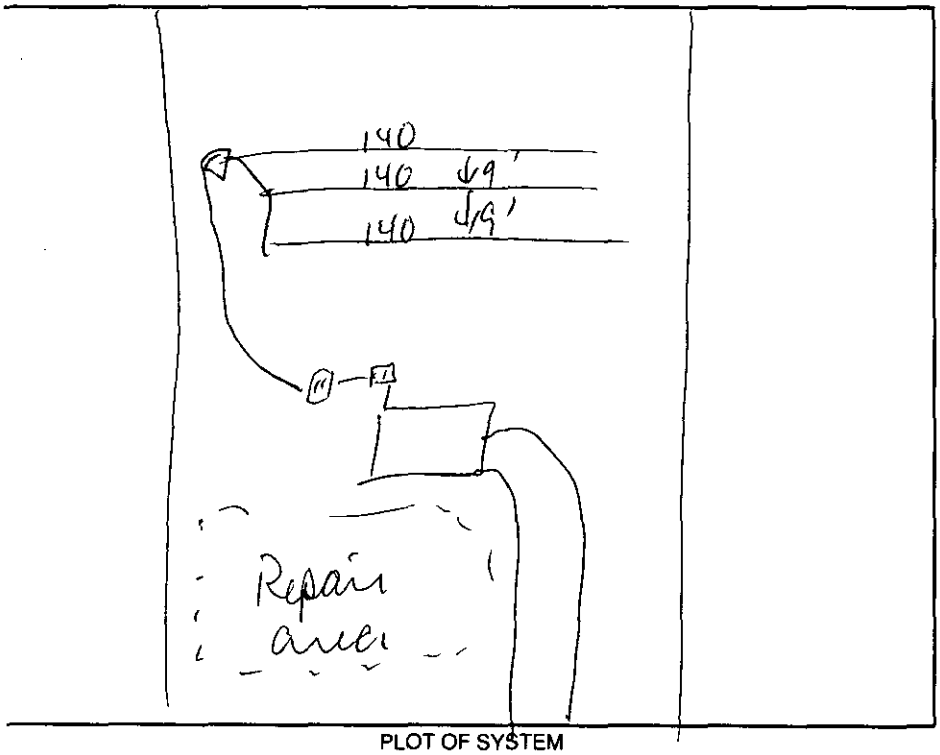
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4999B DATE: 12-09-02

TC: 195-072-69 ☒ L

SERIAL 19263

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 06-24-02. All work shall be completed on or before 01-09-02., after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth ≤36"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 416' feet

Number of Lines 3@140'

Depth of Stone N/A. inches

Distance from House ~~>50~~ feet

Distance from Property Line >10' feet

Distance from Well N/A feet
Comm.

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

NAME OF OWNER Ryan Homes

LOCATION OF PROPERTY 2427 Hattlake Dr.

Comments: A Type IIBG System Designed for a (4) bedroom Design unit Type IIIg repair to front of House.

Joshua P. Gillen R.S.
Environmental Health Specialist

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

INFILTRATOR® SYSTEMS INC

Environmental Onsite Wastewater Solutions℠

North Carolina
Five Year Limited Warranty
Approved Effective April 24, 2002

Infiltrator Systems Inc. (hereinafter "the Company") hereby extends, for a period of FIVE (5) YEARS, the following Limited Warranty to the system owner who acquires through an authorized Infiltrator Systems installer a new infiltrator nitrification trench system including each chamber, endplate, wedge, and other accessories manufactured by Infiltrator (herein after collectively the Units) located in the State of North Carolina. The Units are warranted to be free from defective materials and workmanship and to perform in accordance with the state performance requirements (15A NCAC 18A Section.1900) in effect on the date of installation. This Limited Warranty applies only to those Units with a trench length modification greater than a 25% reduction as compared to the sizing standard for a conventional gravel trench as permitted by the State of North Carolina. This Limited Warranty is subject to the terms and conditions stated below.

I. WARRANTY ELIGIBILITY

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

II. CONDITIONS OF LIMITED WARRANTY

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

(i) The design and installation of the Units is according to all applicable plumbing and building codes, ordinances, requirements and regulations.

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

(iii) The design and installation of the Units is strictly according to all applicable permitting procedures for the Units adopted by the North Carolina state agency or state authorized agency that is responsible for inspection and approval.

(iv) The Units are subject to use permitted by the applicable North Carolina rules and regulations for on-site systems.

(v) Only an authorized Infiltrator installer shall perform the installation of the Units.

III. WHAT IS WARRANTED AND FOR HOW LONG

The Units are warranted for FIVE (5) YEARS from the date of issuance of the Certificate of Occupancy, or date of issuance of the Operation Permit, which ever is later.

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

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

IV. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

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

V. THE COMPANY'S OBLIGATIONS:

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

VI. OWNER'S OBLIGATION:

1. Must have signed and dated Operation Permit from the duly authorized representative of the North Carolina state agency or state authorized agency that is responsible for inspection and approval of the Units.
2. Must have a Warranty Certificate from an authorized Infiltrator installer.
3. The system owner must notify the company in writing at its corporate headquarters with 90 days of being notified by an authorized agent of the state that the system has failed. Notice shall be sent to Infiltrator Systems Inc., 6 Business Park Road, P.O. Box 768, Old Saybrook, CT 06475.
4. The system owner must have the septic tank solids (digested sludge) properly removed in accordance with state rules for on-site systems.

VII. DISCLAIMER AND LIMITATION ON IMPLIED WARRANTIES

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

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

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

VIII. TRANSFER OF WARRANTY

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

IX. INSTALLER CERTIFICATION

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

LOT 69 HEATHFIELD
Physical Address of System Installation or Lot Number

2427 Hook Lake Dr.

R.C.S. INC.
Business Name of Installer

CATHY HUDSON
Name of Person Signing (Print)

Signature

12-10-02
Date

49996

6 Business Park Road • P.O. Box 768 • Old Saybrook, CT 06475 • 800-221-4436 • 860-577-7000 • Fax 860-577-7001 • www.infiltratorsystems.com

White Copy: Department of Health Yellow Copy: System Owner Pink Copy: Infiltrator Systems

J210502AG

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 09/24/02
Receipt #: 10594
Check / Auth #: CHARGE
Received By: CRAIGGY

Amount: 300.00
Tendered: 0.00
Returned: 0.00

Account Information

Account #: X33575
Contractor: NVR INC (EAST)
Attn:
Address: 10815 DAVID TAYLOR DR 100
Address:
City/State/Zip: CHARLOTTE, NC 28262

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 2427 Heath Lake Dr/File 4999B		1	150.00	150.00
0703	Installation/Final Approval 2427Heath Lake Dr/File 4999B		1	150.00	150.00

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

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
26,808.08	5,811.46				

$999.00

INFILTRATOR SYSTEMS INC

Environment of Choice Wastewater Treatment Systems

336-6894

North Carolina
Five Year Limited Warranty
Approved Effective April 24, 2002

Infiltrator Systems Inc., (hereinafter "the Company") hereby extends, for a period of FIVE (5) YEARS, the following Limited Warranty to the system owner who acquires through an authorized Infiltrator Systems installer a new infiltrator certification trench system including each chamber, endplate, end cap, and all accessories manufactured by Infiltrator therein after collectively the Units) located in the State of North Carolina. The Units are warranted to be fit so from defective materials and workmanship and to perform in accordance with the state performance requirements (15A NCAC 18A Section .1960) in effect on the date of installation. This Limited Warranty applies only to those Units with a trench length modification greater than a 25% reduction as compared to the sizing standard for a conventional gravel trench as permitted by the State of North Carolina. This Limited Warranty is subject to the terms and conditions stated below.

I. **WARRANTY ELIGIBILITY**

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

II. **CONDITIONS OF LIMITED WARRANTY**

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

(i) The design and installation of the Units is according to all applicable plumbing and building codes, ordinances, requirements and regulations.

(ii) The design and installation of the Units is duly according to the rules and regulations of the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.

(iii) The design and installation of the Units is strictly according to all applicable permitting procedures for the Units adopted by the North Carolina agency or state authorized agency that is responsible for inspection and approval.

(iv) The Units are subject to use permitted by the applicable North Carolina rules and regulations for on-site systems.

(v) Only an authorized Infiltrator Installer shall perform the installation of the Units.

III. **WHAT IS WARRANTED AND FOR HOW LONG:**

The Units are warranted for FIVE (5) YEARS from the date of issuance of the Certificate of Occupancy, or date of issuance of the Operation Permit, which ever is later.

If the Units fail within the five (5) year period of this Limited Warranty and all of the terms, conditions and requirements of this Limited Warranty have been met, the Company shall provide all materials and labor that may be necessary to provide a fully functional wastewater system at no cost to the Owner. This section shall not be construed to require that a manufacturer warrant an innovative wastewater system that is not properly sized to meet the design load required for a particular use, that is improperly installed, or that is improperly operated and maintained, in accordance with 15A NCAC 18A . 900 et. seq. Warranty repairs such as full replacement of the nitrification system, extension of the nitrification system or other repairs shall be completed pursuant to a repair Authorization to Construct to be issued by the local health department in accordance with Rule .1961(1).

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

IV. **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY**

1. The septic tank and all septic tank filters, unless required to make the system fully functional.
2. Effluent distribution box(es) and headers, unless required to make the system fully functional.
3. Improper Installation.
4. Failure due to excessive use or improper use as defined by state rules for onsite wastewater systems, including, but not limited to, excessive water usage, improper grease disposal, or failure to remove septic tank solids (digested sludge).
5. Landscaping costs other than those specified by rules.
6. Failure due to improper startup as defined by state rules.
7. Repair work performed prior to a claim or which is done without the Company's authorization.
8. This Limited Warranty does not extend to incidental, consequential, special, indirect or punitive damages.
9. Drain fields repaired or modified by an unauthorized Infiltrator Installer.

V. **THE COMPANY'S OBLIGATIONS:**

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

VI. **OWNER'S OBLIGATION:**

1. Must have signed and dated Operation Permit from the duly authorized representative of the North Carolina state agency or state authorized agency that is responsible for inspection and approval of the Units.
2. Must have a Warranty Certificate from an authorized Infiltrator Installer.
3. The system owner must notify the company in writing at the corporate headquarters with 90 days of being notified by an authorized agent of the state that the system has failed. Notice shall be sent to Infiltrator Systems Inc., 6 Business Park Road, P.O. Box 768, Old Saybrook, CT 06475.
4. The system owner must have the septic tank solids (digested sludge) properly removed in accordance with state rules for on-site systems.

VII. **DISCLAIMER AND LIMITATION ON IMPLIED WARRANTIES**

ALL WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, ANY INCLUDED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, WRITTEN ON THE SALE OF THE UNITS TO THE NORTH CAROLINA SYSTEM OWNER, ARE, BY LAW, LIMITED TO FIVE (5) YEAR DURATION FOR THE UNITS AND THEREAFTER ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR TORT. THE COMPANY SHALL NOT BE LIABLE FOR LOSS OF USE OR DAMAGE TO PERSONAL PROPERTY, PENALTIES OR LIQUIDATED DAMAGES, LOSS OF PRODUCTION AND PROFITS, OR BROAD COSTS, OR OTHERWISE SPECIFICALLY EXCLUDED ORDINARY DAMAGES DUE TO WATER DAMAGE, ORDINARY WEAR AND TEAR, ALTERATION, ACCIDENT, MISUSE, ABUSE, OR NEGLECT. THE UNITS BE SUBJECTED TO STRESSES OR VEHICULAR TRAFFIC GREATER THAN THOSE PERMITTED IN THE INSTALLATION INSTRUCTIONS, FAILURE TO MAINTAIN THE MINIMUM GROUND COVER AS SET FORTH IN THE INSTALLATION INSTRUCTIONS, FAILURE TO MAINTAIN THE ON-SITE WASTEWATER LAW OR RULES (15A NCAC 18A, SECTION .1900), OR ANY OTHER EVENT NOT CAUSED BY THE COMPANY. THIS PERMIT SHALL BE VOID IF THE SYSTEM OWNER FAILS TO COMPLY WITH ALL OF THE TERMS SET FORTH IN SECTION II AND IV OF THIS WARRANTY.

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

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

VIII. **TRANSFER OF WARRANTY**

This warranty extends to the original system owner and each subsequent owner of the system during the term of the limited warranty.

IX. **INSTALLER CERTIFICATION**

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

R.C.S. INC.

Business Name of Installer

LOT 69 HEATHERED

Physical Address of System Installation or Lot Number

CATHY HUDSON

Name of Person Signing (Printed)

12-10-02

Date

Signature

FILE COPY	
FILED FOR REGISTRATION	DOC. #
DATE 9/26/02	TIME
BOOK 14124	PAGE 500-503
STAMPS	REC FEE 20 -
JUDITH A. GIBSON, REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AGREEMENT: 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c); OR .1969

FILE # 4999B
PARCEL # 19507269

The undersigned, NVR, INC. DBA Ryan Homes, owner of property located at 2427 Heath Lake Dr, (the "site") and described in an instrument recorded in Book 35 at Page 829, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the 'Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

The undersigned further acknowledges that the proper design, construction, operation and maintenance of such septic tank system is the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, and that neither the Department nor its officials, employees, or agents warrant or guarantee that the said system installed pursuant to the permit issued by the Department will function in a satisfactory manner for any given period of time or that the Department, its officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunction of such system.

The undersigned further acknowledges that the following conditions will apply to the site:

This instrument was prepared by: NVR, INC
Mail after recording to: 10815 Davis Taylor Dr
Charlotte, NC 28262

FEE: 200.00 CK# 74758 DATE: 6/27/02 GC

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

[ ] CRT

TYPE APPLICATION: __ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

FILE #: 49998

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 195-072-69

STREET ADDRESS: 2427 Heath Lake Dr

SUBDIVISION OR MOBILE HOME PARK NAME: HEATHFIELD

LOT NUMBER: # 69

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3,678

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE_____

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES X NO TYPE: _____

WATER SUPPLY (CHECK ONE):
X COMMUNITY (C)
__ MUNICIPAL (M)
__ PRIVATE WELL (P)
__ SHARED WELL (S)
__ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES X NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS X YES __ NO
WELL, SPRINGS OR WATERLINES X YES __ NO
DESIGNATED WETLANDS X YES __ NO

PROPERTY OWNER: NVR, INC DBA Ryan Homes

NAME: (LAST) (FIRST) (MI)

ADDRESS: 10815 David Taylor Dr

CITY Charlotte STATE: NC ZIP: 28262

DAYTIME PHONE: 704 - 548-3534

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED Kathleen Warner DATE: 6/24/02

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

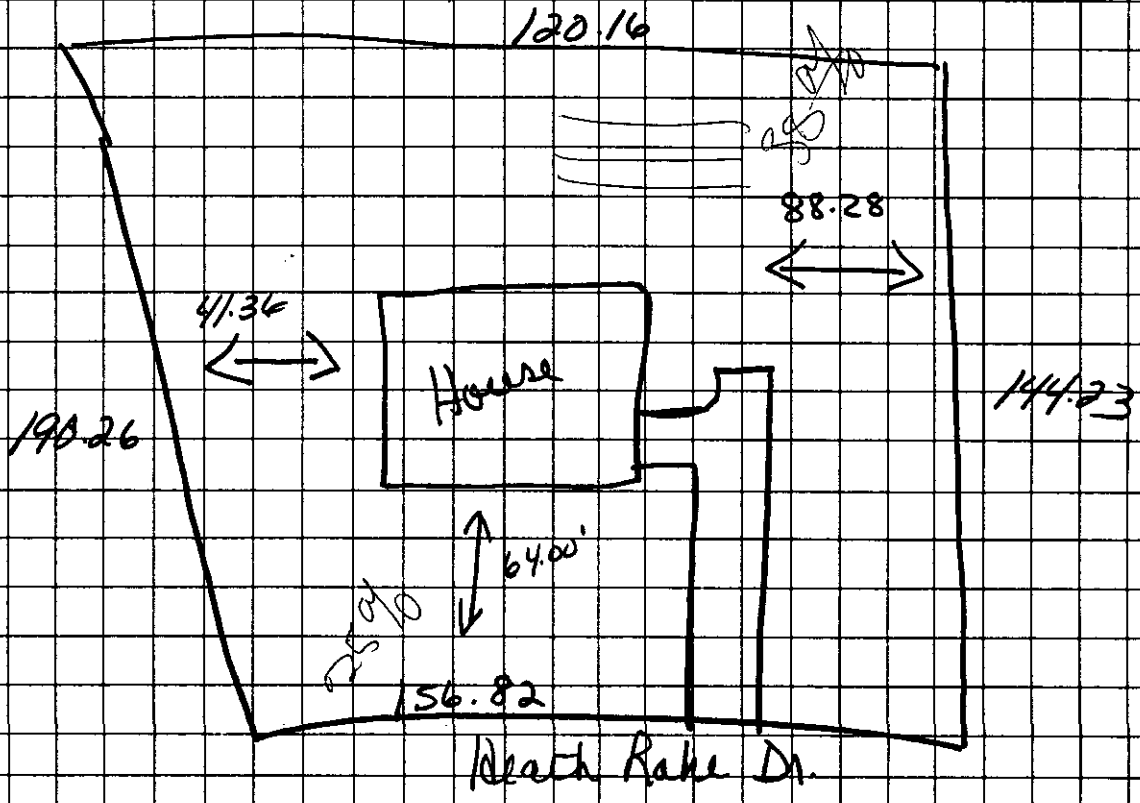
PROPOSED PLOT PLAN

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

FILE: 4999B

TC: 195-072-69

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.



Kathleen Mann / NVR, INC, DBA Ryan Homes
OWNER/AGENT SIGNATURE

DATE 6/24/02

APPROVAL DATE _____

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

4/999B

PROPOSED MODEL FIT

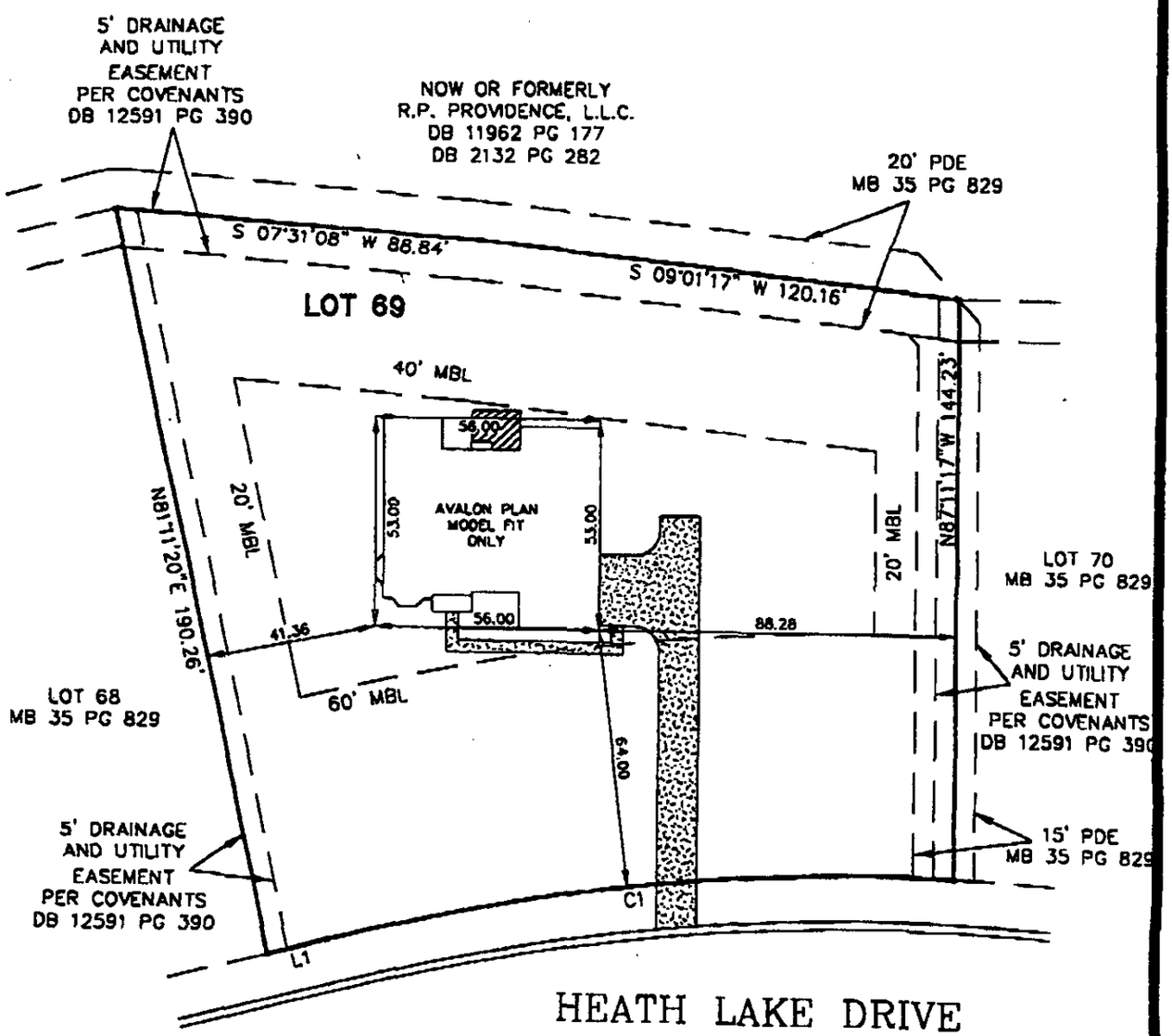
PREPARED BY:

DELTA LAND SERVICES, INC.
6033 FLORENCE AVENUE, SUITE 100
CHARLOTTE, NORTH CAROLINA 28212
(704) 536-6190

MODEL FIT ONLY NOT TO BE USED FOR CONSTRUCTION OR STAKING

MB 35 PG 829

SCALE: 1" = 40'



ESTIMATED DRIVEWAY AREA = 1197.6 AC±

Line Table		
LINE	LENGTH	BEARING
L1	14.97'	S 12°15'44" E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	530.00'	156.82'	156.24'	S03°47'10"E	16°57'09"

NOT FOR RECORDATION, CONVEYANCES OR SALES

Subdivision HEATHFIELD SUBDIVISION, PHASE 1, MAP 1
Address 2427 Heath Lake Drive County Mecklenburg
Lot 69 Block ___ Plan Avalon Elevation D Drive (Left) ___ (Right) Side (Courtyard) ___ Deck X
Patio ___ Fireplace ___ Garage (1 Car) ___ (2 Car) X (3 Car) ___ Brick ___ Basement ___ Curtain Wall ___
Crawl X Slab ___ Other Sunroom, Morning Room, & Bay Window @ Living Room

REVISED:

DWN: SML CKD: DWS DATE: 06/20/02

G:\HEATHFIELD\HF-0069.dwg - SML

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

Sheet: 1
Property ID: 195-072-69
Lot #: 69
File #: 4999B
Code: 2

AES

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: NVR,Inc., dba Ryan Homes
Applicant:
Address: 10815 David Taylor Drive, Charlotte, N. C. 28262
Date Evaluated: 08/14/2002
Proposed Facility: Residence
Design Flow (480gpd
Property Size: .70a
Location of Site: 2427 Heath Lake Drive
Property Recorded:

Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [x] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-18	GR/SCL	FR/SEXP/SS/SP	>43" TO SOIL WETNESS	43	N/A	N/A	PS, IV .25GPD/FT^2
		18-43	SBK/ABK/C	FI/SEXP/S/P					
2	"	0-12	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		12-43	SBK/ABK/C	FI/SEXP/S/P					
3	"	0-4	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	"
		4-21	WKSBK/CL	"					
		21-48"	SBK/ABK/C	FI/SEXP/S/P					
4	"	0-4	GR/SCL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46	"	"	PS, IV .3GPD/FT
		4-15	GR/CL	"					
		15-20	SBK/C	FI/SEXP/S/P					
		20-46	SBK/CL	FR/SEXP/SS/SP					
5	"	0-4	GR/SCL	"	>48" TO SOIL WETNESS	48	"	"	US, III .15GPD/FT^2, LPP
		4-27	SBK/CL	"					
		27-48	M/CL	"					
6	"	0-5	GR/CL	"	"	"	"	"	PS, IV .25GPD/FT^2
		5-41	WKSBK/CL	FI/SEXP/S/P					
		41-48	M/CL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	PS	US
System Type(s)		
Site LTAR	.25GPD/FT^2	.25GPD/FT^2

Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 8/16/02, W. R. Marlin
Others Present:

FILE # 49993

COMMENTS #0076 Repair

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE MOIST	CONSISTENCE WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

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

