IREDELL COUNTY HEALTH DEPARTMENT

Application For Improvement Permit and/or Authorization To Construct, Existing System Inspection

(THE ABOVE PERMIT DOCUMENTS WILL BECOME INVALID IF INFORMATION PROVIDED ON THIS APPLICATION IS FALSIFIED OR CHANGED, OR IF THE SITE IS ALTERED. THE IMPROVEMENT PERMIT IS VALID FOR EITHER 60 MONTHS OR WITHOUT EXPIRATION DEPENDING UPON DOCUMENTATION SUBMITTED - APPLICATION WITH SITE PLAN 60 MONTHS, APPLICATION WITH COMPLETE, SCALED PLAT WITHOUT EXPIRATION. SEE 15A NCAC 18A .1937(f) FOR DETAILS)

1. APPLICATION FOR: _x_ Improvement Permit ___Authorization To Construct ___BOTH ___Existing System Inspection

2. Page 2: *Site Plan Worksheet* Form MUST Accompany This Application
   The following optional attachments may also be submitted: ___ Survey Plat, Scaled no more than 1 Inch = 60 Feet
   Place check ( ) beside whichever is submitted if applicable _x_ Custom Site Plan, Scaled no more than 1 Inch = 60 Feet

3. **Applicant Information:**

Applicant Name	Mailing Address	Home Phone	Work Phone
~~Dockside Development~~	~~17824 Statesville Rd., Cornelius, NC 28031~~	~~704-439-2029~~	
Dockside Development	17824 Statesville Rd., Cornelius, NC 28031	704-439-2029	
Owner Name	**Mailing Address**	**Home Phone**	**Work Phone**

4. **Property Information:**

Street Address	Subdivision Name	Section/Phase and Lot Number
	Beech Tree Bay	3

Driving Directions: ~~Brawley School Rd, right on Beech Tree, right on Chestnut Bay,~~ third on left

****

5. **RESIDENTIAL Site Development Information:** *(Check or Complete ALL that apply)*

(x) New, Single Family Residence
( ) New, Multi-Family Residence
( ) Expansion of Existing Septic System
( ) Repair To Failing Septic System

Maximum Number of Bedrooms 4
Maximum Number of Occupants ___
If Expansion, Current Number of Bedrooms ___

( ) Crawl Space Foundation?
( ) Concrete Slab Foundation?
(x) Basement w/Plumbing?
( ) Basement w/out Plumbing?

IF Non- Residential Site Development: Type of Business ___
Square Footage of Building ___
Maximum Number of Employees ___
Maximum Number of Seats ___

****

6. **Proposed Water Supply:**

(x) New Well ( ) Existing Well ( ) Community Well ( ) City Water ( ) Other Public Water

****

7. **Desired Septic System Type:** *(You may rank in order of preference, if any)*

( ) Alternative ( ) Conventional (1) Innovative (2) Modified Conventional (3) Other T&J Panel ( ) No Preference

****

8. **Please Answer The Following To The Best of Your Ability:**

(x) Yes ( ) No Does the site contain any jurisdictional wetlands?
( ) Yes (x) No Is any non-domestic sewage (i.e. industry) to be generated?
(x) Yes ( ) No Is the site subject to approval by any other public agency?

****

I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

9. **Signature:** _____ M. EMBER/MANAGER _____ 1/19/06
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

IREDELL COUNTY HEATLH DEPARTMENT

PAGE 2: *SITE PLAN WORKSHEET*

SEE THE SAMPLE SITE PLAN BELOW. INCOMPLETE SITE PLANS WILL BE RETURNED TO YOU FOR COMPLETION AND MAY RESULT IN A DELAY IN THE ISSUANCE OF YOUR SEPTIC SYSTEM PERMIT!!!

Place an (X) beside each item as you complete the site plan:

- X — Property Line measurements are clearly identified…
- X — All proposed structures are indicated…
  SHOW: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site
- X — Front and side setbacks from property line…
- X — Preferred driveway location and configuration, preferred well location…
- X — Area you prefer your septic system to be placed…
- X — North arrow, or other sufficient indicator of direction…

Circle N/A on the following if appropriate:

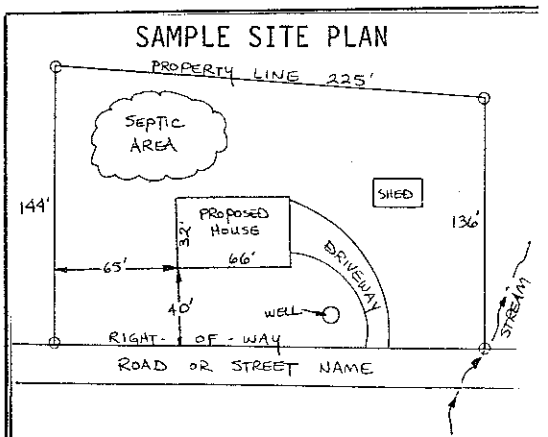
- X — Location of septic systems and wells within 100' of your property… N/A
- X — Location of easements and rights of ways on your property… N/A
- ___ — Location of any designated wetlands on the property… (N/A)

Signature: J M Land / M. ZMSM / MANAGER
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

1/19/06
DATE

USE THIS SPACE TO DRAW YOUR SITE PLAN

SEE ATTACHED



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

Sheet ___ of ___
PROPERTY ID #: ___
COUNTY: ___

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: ___ APPLICANT: ___
ADDRESS: ___ APPLICATION DATE: ___ DATE EVALUATED: 3-22-05
PROPOSED FACILITY: ___ PROPOSED DESIGN FLOW (.1949): ___ PROPERTY SIZE: ___
LOCATION OF SITE: Lot 18 Rooftree Farm PROPERTY RECORDED: ___
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other ___
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	1B* SFC 3A	0-3	gr fri sl	fr					= 3
		3-15	SBK RC	fr ss sp sp					
		15-24	wk sbk rcl	fr ss sp					
		24-33	(B-C) wk sbk massive yr cl/l	fr ss sp common in bsp					
		33-60	Massive l/sl sap	fr ss sp					
2	1B B	0-2	gr fri sl	fr					.3
		2-23	SBK RC	fr ss sp sp					
		23-35	(B-C) wk sbk mpl cl	fr sp common in bsp					
		35-62	Massive l/sl sap	fr ss sp					
3									
4									

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)		
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): ___

EVALUATED BY: ___
OTHER(S) PRESENT: ___

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

Sheet ___ of ___
PROPERTY ID #: ___
COUNTY: ___

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

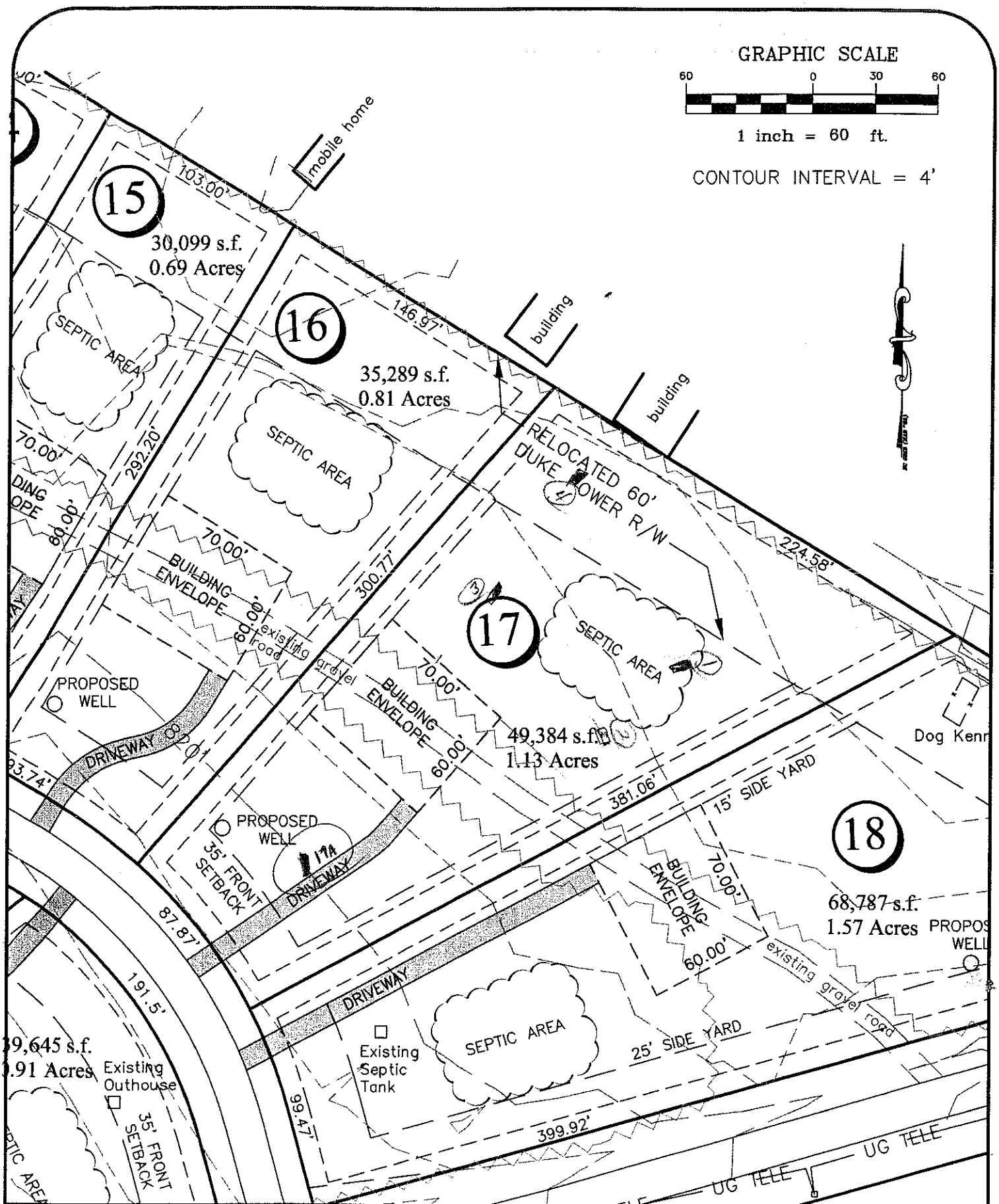
OWNER: ___ APPLICANT: ___
ADDRESS: ___ APPLICATION DATE: ___ DATE EVALUATED: 3-22-05
PROPOSED FACILITY: ___ PROPOSED DESIGN FLOW (.1949): ___ PROPERTY SIZE: ___
LOCATION OF SITE: lot 17 Beechtree Bay PROPERTY RECORDED: ___
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☑ Spring ☐ Other ___
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	17K 5FE 3K	0-26	gr-wksbk bw Sdl.	fr ss sp					= 3
		26-45	ABk	Rcld fr ss so ox					
		45-58	(B-C) wk fsbk yr-gy cl	fr ss sp common mn stg					
2									
3									
4									

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)		
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): ___

EVALUATED BY: ___
OTHER(S) PRESENT: ___

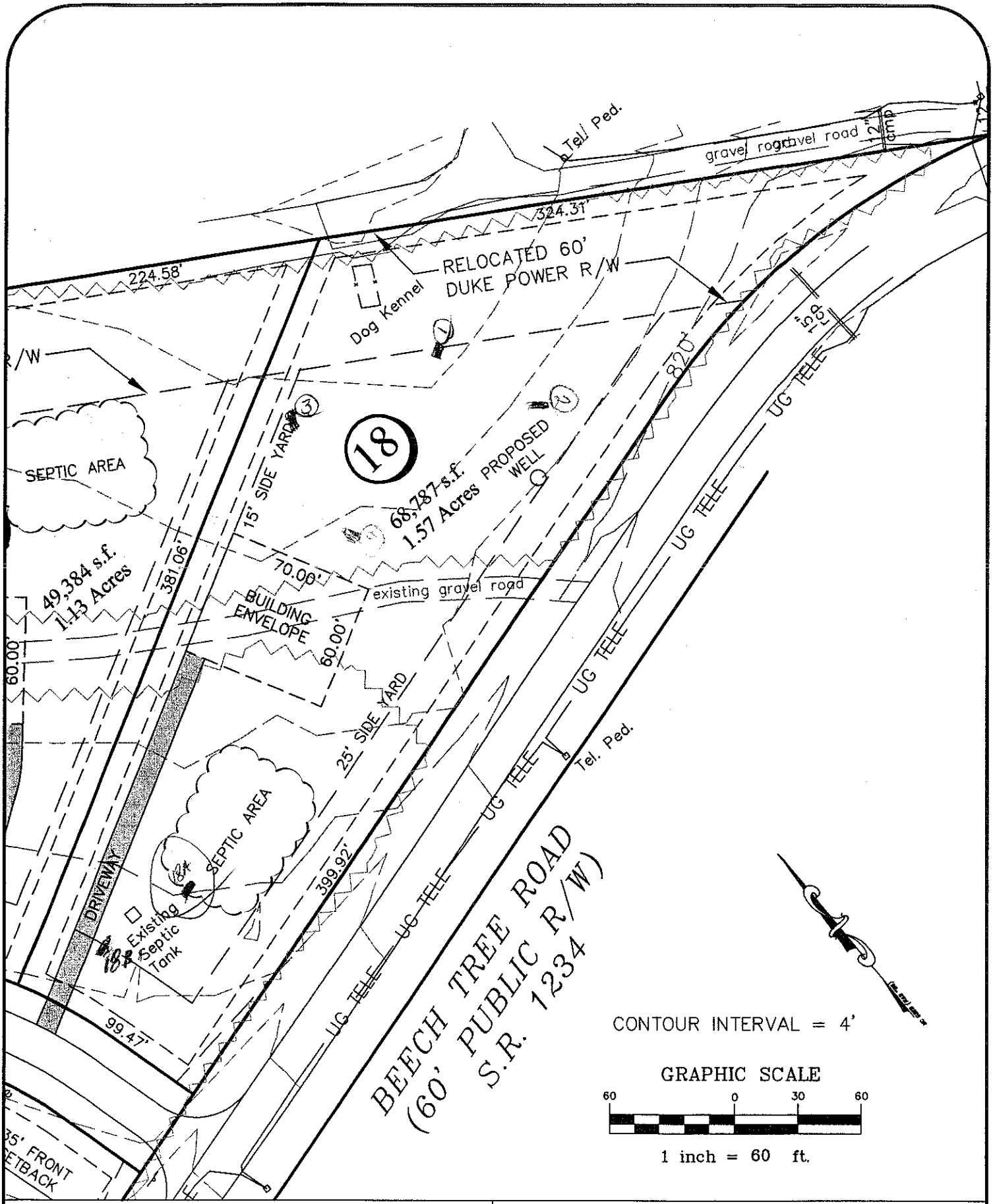


LOT 17

BEECH TREE BAY SUBDIVISION

MOORESVILLE, NC 28117

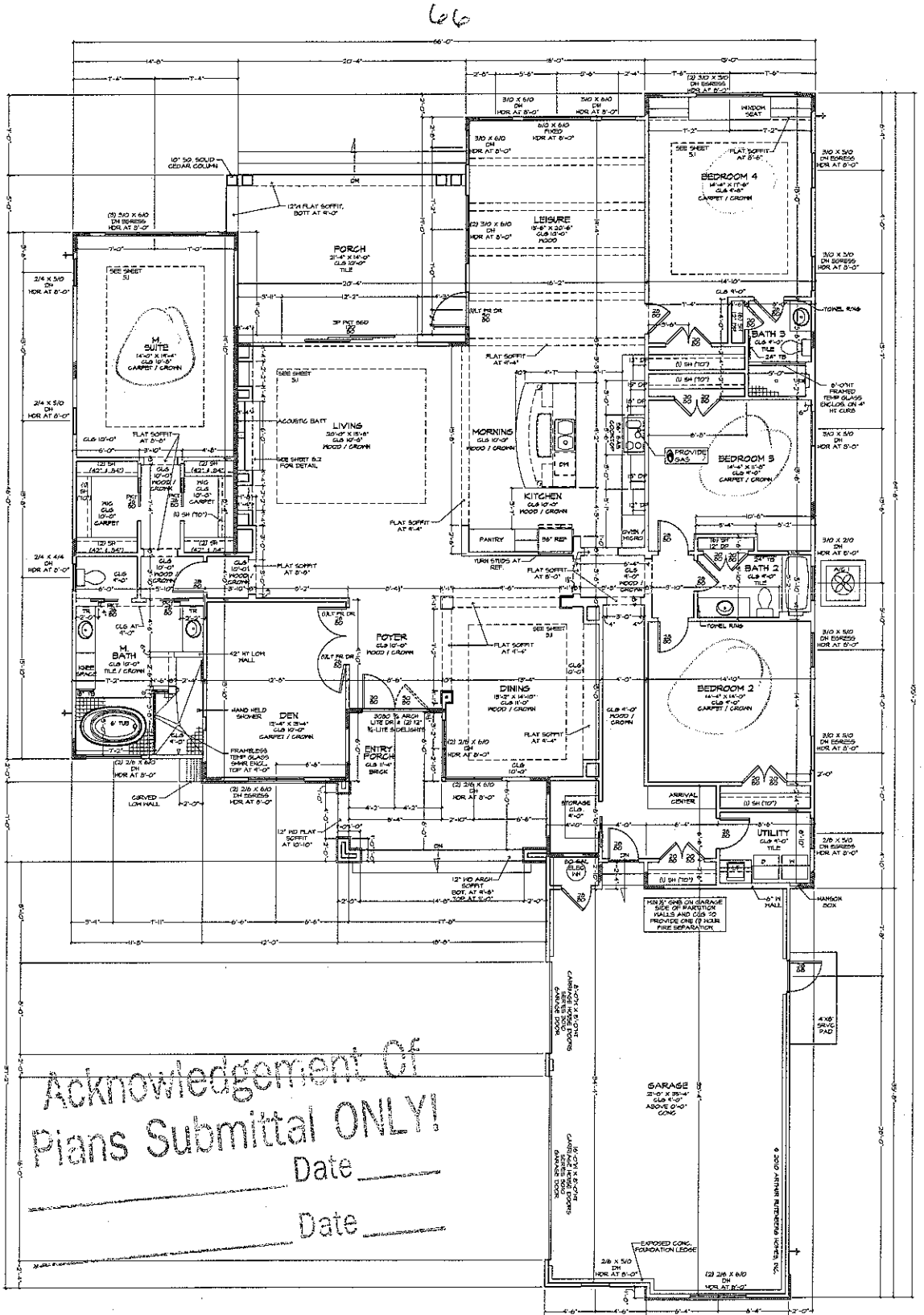
MEADE GUNNELL
engineering & surveying, p.c.
19810-A West Catawba Avenue
Cornelius, N.C. 28031
704-655-7290 704-655-7291 (fax)



LOT 18

BEECH TREE BAY SUBDIVISION
MOORESVILLE, NC 28117

MEADE GUNNELL
engineering & surveying, p.c.
19810-A West Catawba Avenue
Cornelius, N.C. 28031
704-655-7290 704-655-7291 (fax)



Acknowledgement Of Plans Submittal ONLY!

Date _____

Date _____

GENERAL NOTES:

VERIFY ALL MTH / FTR SIZING W/ PLAN FOR NON-REF. WIN.

ALL DOORS RECESS AT ALL DOORS TO ACCOMMODATE TRIMS AND DOOR TRADES WITH NPR.

SEE SHT 6 FOR SPEC PKG ELEV DTLS.

SQUARE FOOTAGES

	SQ. FT.
LIVING	
PORCH	
GARAGE	
TOTAL	

WALLS

"X"	
"W"	
"Y"	
"Z"	

5 FLOOR PLAN 1/4"=1'-0"

PLAN 1066F-3H-04-R
CS 1-10
225-10-1503-A

THE HAMPTON 1066F - R - MR. & MRS. BOUCHER

BUILDER: BLUEFIELD BUILDERS, LLC
HOOKSVILLE, NORTH CAROLINA
AN INDEPENDENTLY OWNED AND OPERATED FRANCHISE

PLAN DISCLAIMER

ARTHUR RUTENBERG HOMES, INC. THE DESIGNER, IS RESPONSIBLE FOR THE ARCHITECTURAL DESIGN ONLY AS REPRESENTED IN THESE DRAWINGS/PLANS, BUT NOT FOR ANY STRUCTURAL INFORMATION INCLUDED OR OMITTED. THE CONTRACTOR, BUILDER, & PROGRAMMER BOTH HAVE COMMON LAW THESE PLANS AND CONSTRUCTING THE RESIDENCE TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL BUILDING CODES, ORDINANCES, AND LAWS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: EGRESS, FIRE SAFETY, TECHNICAL CODES, FLOOD ZONE CAUTIONS, HURRICANE ZONES, PRE-ENGINEERED TRUSSES, FRAMING MEMBERS, PLUMBING, AND MOISTURE PROTECTION. BY USE OF THESE DRAWINGS THE OWNER, CONTRACTOR, BUILDERS, AND SUBCONTRACTORS ACKNOWLEDGE AND AGREE TO THIS DISCLAIMER.

GM1263 - HH - A

Arthur Rutenberg Homes

ARTHUR RUTENBERG HOMES, INC. ALL RIGHTS RESERVED

Lake Norman Wastewater, LLC

Wastewater System Installation and Management
Inspection & Maintenance Agreement

STATE OF NORTH CAROLINA, COUNTY of Iredell. This agreement is made and entered into this date of 10/8/14, by and between Granda (the Owner) and Lake Norman Wastewater, LLC (the Contractor).

Witnesseth

WHEREAS, the owner owns or controls the property upon which a ground absorption sewage treatment system is installed, such system being designed a Type 4 system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Adm. Code 18A 1900 et seq,; and

WHEREAS, 15A N.C. Adm. 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. Adm. Code 18A. 1961 to manage a Type 4 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 121 Chestnut Bay Dr.

a. The Contractor shall inspect the system at least the frequency required in Table V(b) of 15A N.C. Adm. Code 18A 1961(b) for a Type 4 system.

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

c. The Contractor shall report results of inspections to the local department at the frequency specified in Table V(b) of 15A N.C. Adm. Code 18A 1961 for a Type 4 system.

d. If an inspection indicates the need for system repairs, the Contractor shall notify the health department within 24 hours of the then inspection.

e. The Contractor shall notify the Owner of needed repairs, which are outside the scope of routine maintenance described in sub-paragraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment thereof 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. Adm. Code 18A 1961(b) for a Type 4 system.

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

2. The Owner's obligations.

a. The Owner shall pay to the Contractor the sum of $300 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon 60 days advance notice to the Owner but may not increase more than 2 percent per year. The Owner shall pay to the Contractor the 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 30 days of billing. Payments due to the Contractor and unpaid by the Owner after 30 days shall accrue interest from the due date until paid at a rate of 2 percent per month.

b. Within 7 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 repairs were satisfactorily completed.

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

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

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

b. Termination by Mutual Consent. The Parties may mutually agree to terminate this Agreement by giving written notice of termination by mutual consent to the local Health Department within 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 30 days in advance of the date of termination.

d. Termination by the Contractor. The Contractor may terminate this Agreement for cause by giving notice of intent to terminate this Agreement to the Owner and the local Health Department 30 days in advance of the date of termination. Cause shall be defined as:

1. Failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within 30 days of receipt by the Owner. If the said bill is paid after notice of termination in this Agreement, the Agreement shall continue in effect; or

2. Failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs were completed within 2 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 due date of termination of this Agreement, this agreement shall continue in effect;

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

4. 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 it's rights and duties under this Agreement to another management entity, which is qualified pursuant to 15A N.C. Adm. Code 18A. 1961 to manage a Type 4 system upon 30 days written notice to the Owner and 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 the subcontractors.

6. Representatives. The parties represent to each other that each has the power, authority and legal right to enter into and perform it's obligations as set forth in this Agreement.

7. Regulatory Amendments. References in the Agreement to sections of the administrative code shall include such rules as the may be amended in the future.

8. No Implied Waiver. The waiver by either party of the default or a breach by the 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 provisions; and (b) shall not in any way affect the validity of this Agreement, or the right of either party thereafter to enforce each and every provision of this Agreement.

IREDELL COUNTY HEALTH DEPARTMENT

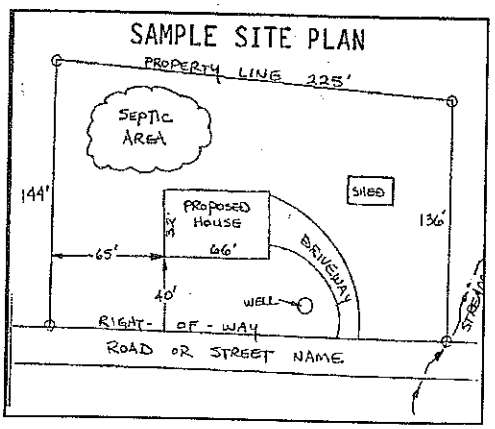
ENVIRONMENTAL HEALTH DIVISION

PAGE 2: *SITE PLAN WORKSHEET*

SEE THE "SAMPLE SITE PLAN" BELOW. *INCOMPLETE SITE PLANS WILL BE RETURNED TO YOU FOR COMPLETION AND MAY RESULT IN A DELAY IN THE ISSUANCE OF YOUR SEPTIC SYSTEM PERMIT!!!*

Place an (X) beside each item as you complete the site plan:

- (✓) Property Line measurements are clearly identified
- (✓) All proposed structures are indicated
- (✓) Front and side setbacks from property line
- (✓) Preferred driveway location and well location
- (✓) Area you prefer your septic system to be placed
- (✓) North arrow, or other sufficient indicator of direction

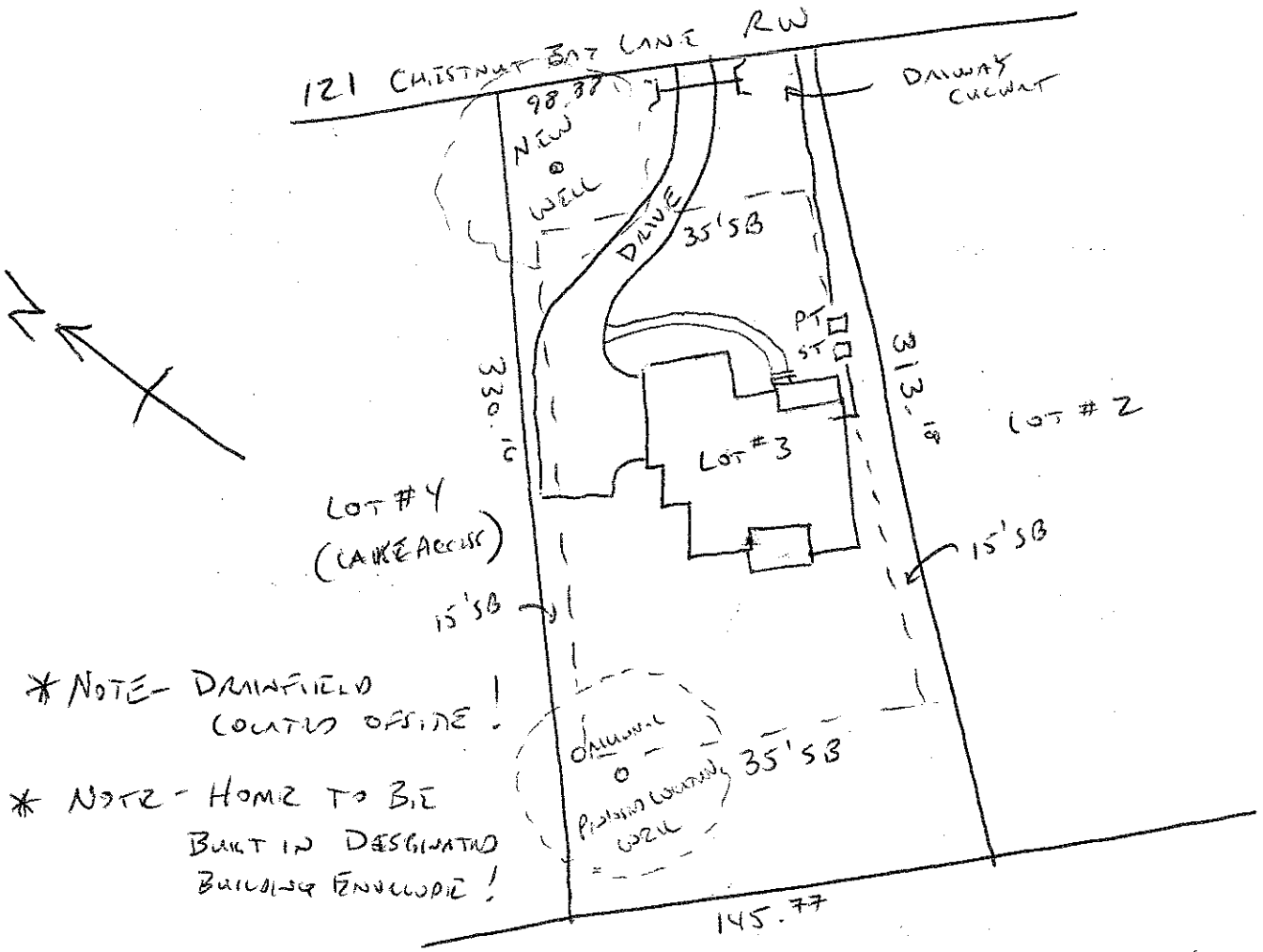


Circle N/A on the following if appropriate:

Location of septic systems and wells within 100' of your property	N/A
Location of easements and rights of ways on your property	N/A
Location of any designated wetlands on the property	(N/A)

USE THIS SPACE TO DRAW YOUR SITE PLAN

Show: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site



Signature: _____ Permit

Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

12/5/13

DATE

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 a certified or registered mail, return receipt requested, postage prepaid to the party to be notified and addressed as follows:

To the Owner: Chad & Bukat Rucker
121 Chestnut Bay Dr
Mooresville NC 28117

To the Contractor: Lake Norman Wastewater, LLC
142 Hidden Harbor Road
Mooresville, NC 28117

To the local Health Department: Iredell County Health Department
610 East Center Avenue
Mooresville, NC 28115

The date of any notice shall be date of personal delivery or the date shown on the return receipt as the date of delivery or attempt 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 of the other party.

10. Placement 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 practicable in light of such determination, implement and give effect to the intentions of the parties reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such actions, 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) (Grainda Builders, Inc.) 10/8/14 (Date)

(Contractor) 10/8/14 (Date)