IREDELL COUNTY HEALTH DEPARTMENT

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # 219814

IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PIN # 4638284044

APPLICANT: Patrick & Elizabeth Murphy APPLICANT ADDRESS: 112 Holly Oak Way Mooresville, NC

SITE ADDRESS: 630 Kenway Lp - Mooresville, NC 28117 PHONE: 704 360-9612 ALT. PHONE:

SITE DIRECTIONS: Hwy 150 W TR Perth Rd TL Fern Hill TL Bagby TR Kenway Lp.

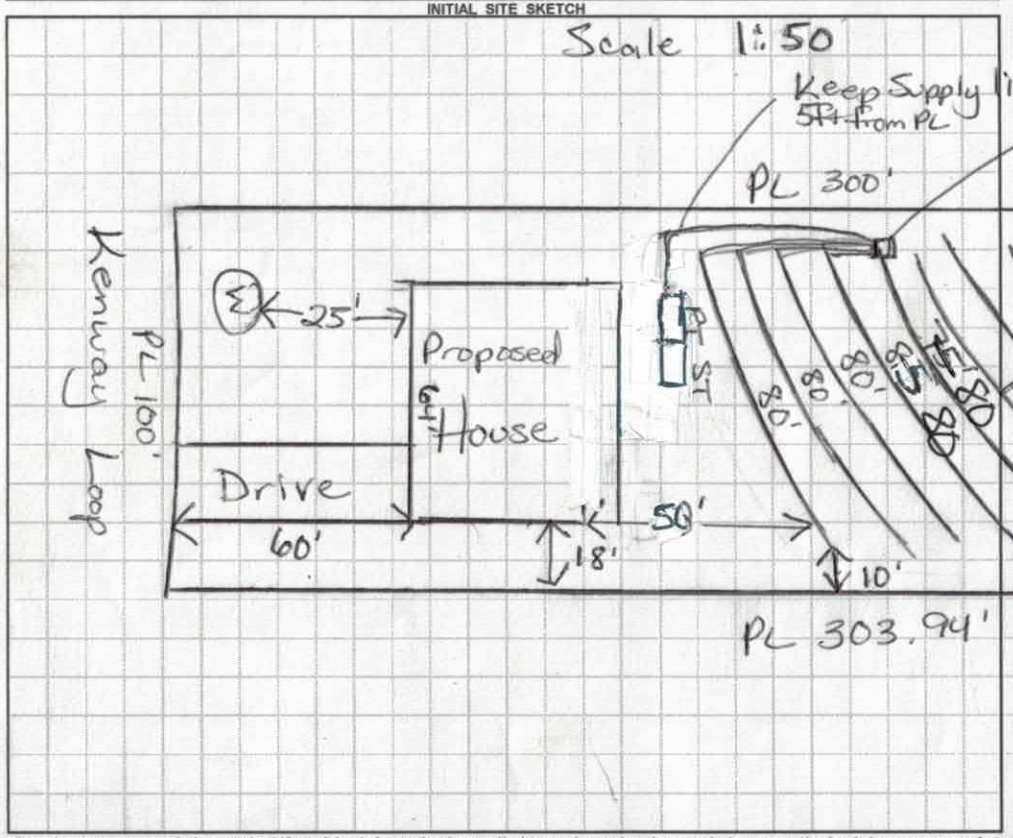
SUBDIVISION: Fernleaf SECTION: 2 LOT # 18 LOT AREA: .691 Ac DESIGN FLOW: 480gpd L.T.A.R.: .2

Septic Tank	1000	(gal)	STB	794	Date	12-21-16	☒ New System	☐ Repair	☐ Expansion	System Type: I II III IV V VI	☒ Residence	No. Bedrooms	4	Water Supply	
Pump Tank	1000	(gal)	PT	283	Date	11-9-16	System Description:	LP-PPBPS			☐ Business	No. Persons		☒ Private	
Pump Make	Liberty	Model	FL 280		Serial #		Repair System Description:	LP-PPBPS			☐ Other	No. Employees		☐ Public	
# Nitrification Fields	1	# Lines	5		Linear Ft:	400'	Maintenance Agreement Required:	☒ YES	☐ NO		☐ Slab	☐ Crawl Space		☐ Community	
Trench Width	24"	Max. Trench Bottom Depth	36"		Gravel Depth	N/A		☐ GRAVITY	☒ PRESSURE		☐ Basement w/plumbing		☐ Basement w/o plumbing		

Comments / Conditions: Divert Stormwater/Surface water away from Septic System

3/1/17 Drilled 5/32" hole
Installed 5 lines @ 80 ea.
Drainfield 48' to house, tanks ~10ft.
2/14/17 Checked Supply lines

INITIAL SITE SKETCH



AS BUILT SKETCH

Permit can be suspended or revoked if any false information is supplied toward securing the permit / any unauthorized changes are made to the site / any unauthorized changes are made in the installation of the system. **CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION**

☐ **IMPROVEMENT PERMIT** *with plat valid without expiration.* ☐ **IMPROVEMENT PERMIT** *with site plan valid for 60 mos.* ☐ **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

Owner / Applicant Signature: Elizabeth Murphy Date: 7/8/16

IMPROVEMENT PERMIT by: Maria Dotson RS Date: 8/4/16

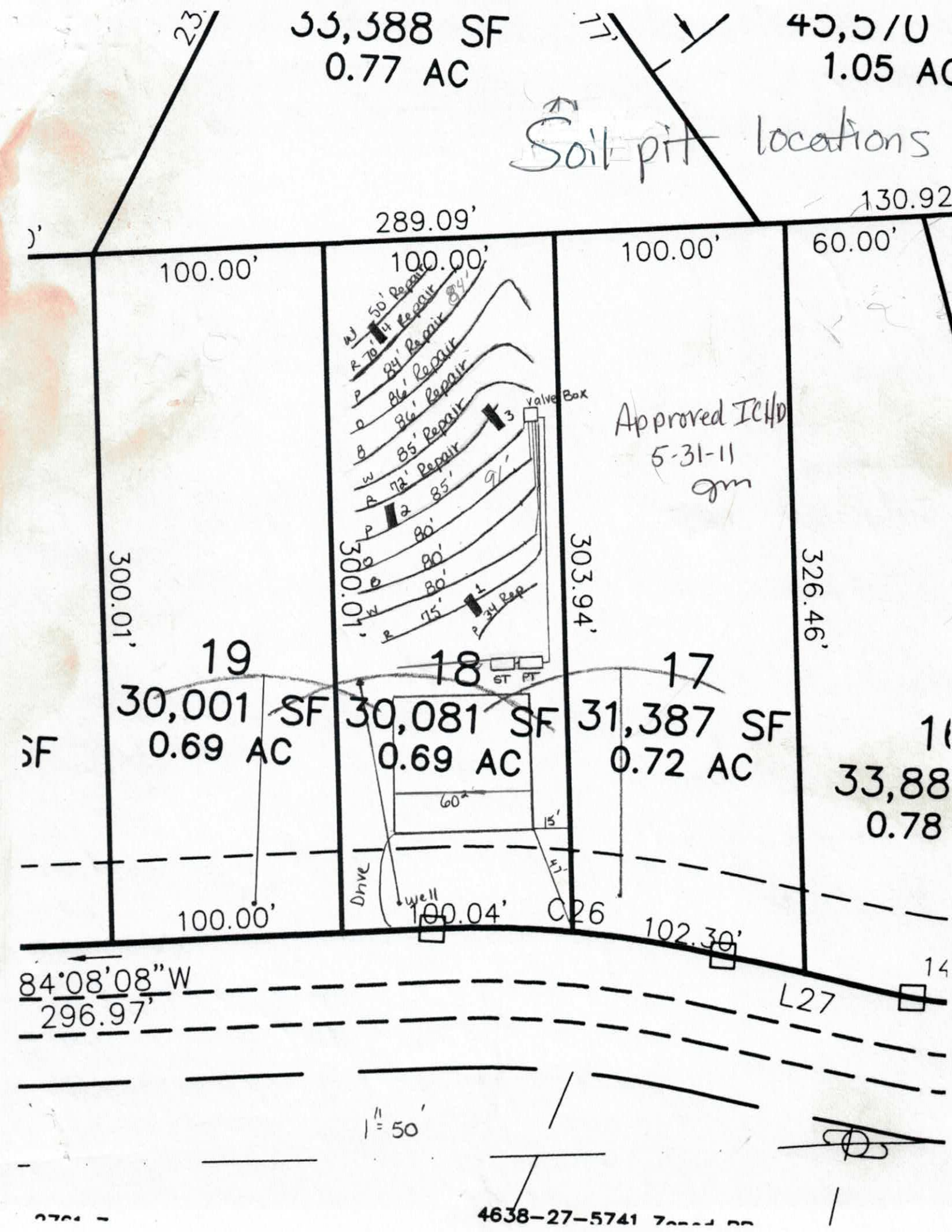
AUTHORIZATION TO CONSTRUCT by: Maria Dotson RS Date: 8/4/16

Installed by: Specialty Septic

OPERATION PERMIT by: Maria Dotson Date: 3/14/17

Existing System Inspected by: Date:

Health Dept. Copy - WHITE Applicant (Final Approval) - YELLOW Applicant (Conditional Approval) - PINK


33,388 SF
0.77 AC
45,570
1.05 AC
Soil pit locations
289.09'
130.92
100.00'
100.00'
100.00'
60.00'
50' Repair
84' Repair
84' Repair
86' Repair
86' Repair
85' Repair
72' Repair
85'
80'
80'
80'
75'
34' Rep
Valve Box
Approved ICHD
5-31-11
300.01'
300.01'
303.94'
326.46'
19
30,001 SF
0.69 AC
18
30,081 SF
0.69 AC
17
31,387 SF
0.72 AC
ST
PT
60'
15'
47'
Drive
well
100.00'
100.04'
C26
102.30'
84°08'08"W
296.97'
L27
1" = 50'
4638-27-5741

Project #: Fern Leaf
Property ID #:
County: Iredell

SOIL/SITE EVALUATION

Sheet:

Approved MD 8/3/14

Date Evaluated: 1/28/11

Owner or Client: Woodbridge Partners
Proposed Facility: House
Location of Site: Lot 18
Soil Described By: KMS
Antecedent Moisture:

Design Flow:
Others Present:
Weather: 48°F Sunny

Property Size: 0.69 Ac
Site LTAR: Int. 0.2 Rep. 0.2
Site Classification: PS

Water Supply: [ ] Public [ ] Community [X] On-Site Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [X] Pit [ ] Cut
Type of Wastewater: [X] Sewage [ ] Industrial Process [ ] Mixed

panel depth

PROFILE #	Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY: Structure/ Texture	SOIL MORPHOLOGY: Consistence Mineralogy	PROFILE FACTORS: Inclusions	PROFILE FACTORS: Matrix Color	PROFILE FACTORS: Mottles	PROFILE FACTORS: Profile Notes (Restr Hortz, Soil Depth, Coarse Frag, etc...)	Profile Class & LTAR
1	L CC 4%	0-2	Mo GR SL	FR NS/NP		Br Red			0.225 0.25 OK
		2-16	WK SBK C	FR SS/SP	F Sap	Red			
		16-53	WK SBK CL	Fi SS/SP	C Sap	Red	C yel Br ↳ mostly	F Quartz around roots	
2	L 5%	0-19	Mo SBK C	FR SS/SP		Red			0.225 OK
		19-31	WK SBK C	FR SS/SP		Red	C yel Br		
		31-41	WK SBK CL	Fi SS/SP	F Sap	Red	C yel Br		
		41-51	WK SBK CL	Fi SS/SP	C Sap	Red	F yel Br		
3	L 4%	0-7	Mo GR SL	FR NS/NP		Br			0.2 OK
		7-19	Mo SBK C	FR SS/SP	F Sap	Red			
		19-50	WK SBK CL	Fi SS/SP	C Sap	Red	F/C yel Br;	F pale Br @ Roots	
4	L 4%	0-10	Mo GR SL	FR NS/NP		Br			0.25 (.225)
		10-16	WK SBK C	FR SS/SP		Br			
		16-30	Mo SBK C	FR SS/SP		Red			
		30-50	WK SBK CL	FR SS/SP	F Sap	Red	C yel Br		
5									
6									

COMMENTS:

.2 LTAR

Approved ICHD 5-31-11 gm

3634 RECEIVED JUN 24 2016

IREDELL COUNTY HEALTH DEPARTMENT *ENVIRONMENTAL HEALTH DIVISION*

(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) Paid $500.00

1. APPLICATION FOR: ✓ Improvement Permit ✓ Authorization To Construct ___ Existing System Inspection

Paid $700.00 8-8-16 #219814

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 ___Custom Site Plan, Scaled no more than 1 Inch = 60 Feet

3. Applicant Information:

Applicant Name	Mailing Address	Home Phone #	Alternate Phone #
Patrick & Elizabeth Murphy	112 Holly Oak Way Mooresville NC *	7043609612	7573345175
Owner Name	**Mailing Address**	**Home Phone #**	**Alternate Phone #**
Patrick & Elizabeth Murphy	112 Holly Oak Way Mooresville NC	7043609612	7573345175

4. Property Information:

Street Address	Subdivision Name	Section/Phase and Lot Number
1630 Kenway Loop Mooresville	Fern Leaf	#18

Driving Directions: Perth Rd - L on Fern Hill - L on Bugby - Rt on Kenway Loop

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 due to _____
( ) Other _____

Maximum Number of Bedrooms 4
Maximum Number of Occupants 2
If Expansion, Current Number of Bedrooms ___

(X) Crawl Space Foundation?
( ) Concrete Slab Foundation?
( ) 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)* ( ) EXISTING SYSTEM installed _____ *Year*

( ) Alternative (X) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other _____

8. Please Answer The Following ( ) Yes (X) No Does the site contain any jurisdictional wetlands?
To The Best of Your Ability: ( ) Yes (X) No Is any non-domestic sewage (i.e. industry) to be generated?
( ) Yes (X) No Is the site subject to approval by any other public agency?

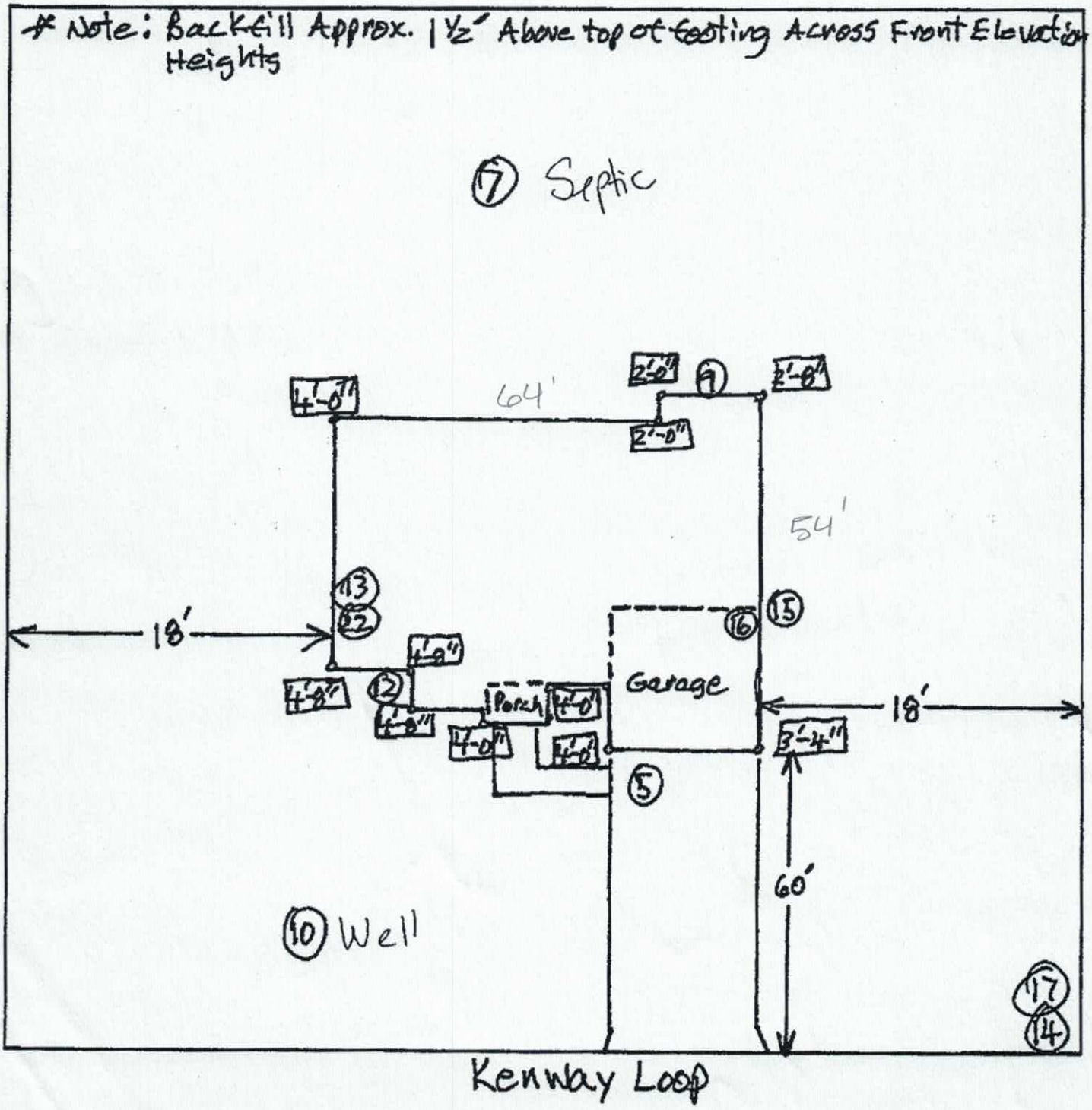
I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible 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: Patrick E Murphy — 6-24-16

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

BUILDER TO SHOW THE FOLLOWING ITEMS ON SITE SKETCH BELOW FROM THE HOMESITE INSPECTION

1. Front Set Back
2. Rear Set Back
3. Right Set Back
4. Left Set Back
5. Driveway / Sidewalks
6. Existing Structures
7. Septic Location
8. Sewer Tap
9. Sewer / Septic Exit
10. Well Location
11. Water Tap
12. Water Entry
13. Well Pressure Tank
14. Nearest Transformer
15. Electric Meter Base
16. Breaker Panel
17. Temp Power Pole
18. Propane Tank
19. Gas Line Stub
20. Natural Drain
21. Sump Crocks
22. Foundation Door
23. Identify Bench Mark
24. Identify High Corner
25. Shoot Existing Grade Elevations
26. Approximate distance top of foundation will be above existing grade at high corner: _____

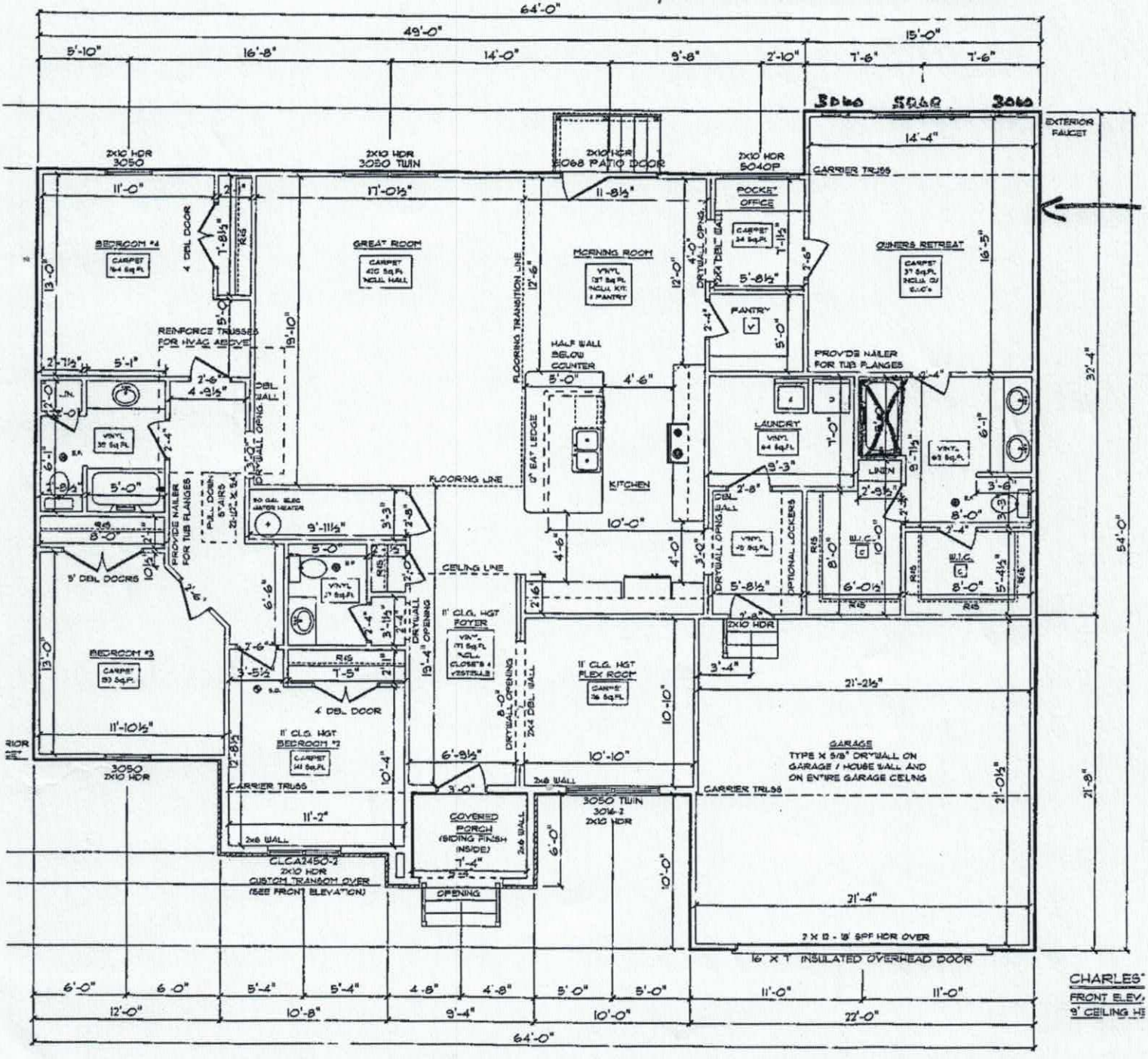


Acknowledgement Of

Plans Submittal ONLY!

Patrick E Murphy Date 6.24.14

Maria Robson Date 8/3/14



IREDELL COUNTY

PO Box 788
349 North Center St.
Statesville, NC 28677

APPLICATION NUMBER
219814
Issue Date: 06/24/2016

ZONING PERMIT

Open Space

Parcel Number	Street Address	Jurisdiction
4638284044.000	630 KENWAY LOOP, MOORESVILLE, NC	IREDELL COUNTY

Owner Information	Applicant Information
Owner: WOODBRIDGE PARTNERS LLC	Applicant: MURPHY PATRICK E+ELIZA
Address: PO BOX 3608 MOORESVILLE, NC 28117	Address: 112 HOLLY OAK WY MOORESVILLE, NC 28115
Phone: 704-799-9770	Phone:

Use Requested	Zone Code
NEW SFD	RA

Lot Acreage	F Setback	B Setback	L Setback	R Setback	Watershed	Flood Zone
.691	35.00	35.00	15.00	15.00	CACL	X

Remarks:

The applicant certifies that there are no deed restrictions, contractual agreements or governmental regulations of any kind that interfere with or prohibit the use of the property or the use for which this permit is requested. The applicant further acknowledges that enforcement of deed restrictions, plat conditions and other contractual agreements will not be undertaken by Iredell County and is the sole responsibility of the affected parties.

Applicant: Patrick E Murph Date: 6-24-16

Permit Number	72643	TOTAL FEES:	$ 77.25

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

CONTRACT FOR INSPECTIONS OF ON-SITE WASTEWATER SYSTEMS TYPE II, III, IV and V

This Contract is entered into this 10th day of March 2017 by and between TCW Wastewater Management, Inc., a North Carolina Corporation of Union County, North Carolina (hereinafter "TCW") and PATRICK & ELIZABETH MURPHY hereinafter "The Owner").

Preamble

TCW is contracting with The Owner to provide inspection services as described on Attachment A for the fees or charges also shown in Attachment A.

The Owner owns or controls the property upon which a ground absorption sewage treatment system ("System") is installed, such System being designated as a type II, III, IV or V system under the Rules for Sanitary Sewage Collection. Treatment and Disposal found at 15A N.C. Admin. Code 18A. 1900 et seq.; and 15A N.C. Admin. Code 18A.1961 requires that a condition of the Operation Permit for certain systems be that a properly executed inspection contract between the System Owner and a management entity shall be in effect for as long as the System is in use. TCW is a management entity which employees certified operators of a type authorized by 15A N.C. Admin. Code 18a.1961 to manage and inspect type II, III, IV, and V systems.

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 TCW as stipulated below.

Conditions of the Contract

A. TCW, in consideration of the payment by the Owner as set out in the schedule of services and charges in Attachment A, incorporated herein, agrees:

1) To provide the services set out in Attachment A according to the minimum schedule of inspections/services required by regulations for the lots or parcels set out in Attachment B.

2) To report results of the inspections to the local environmental regulatory agency having jurisdiction as required by applicable laws or regulations.

3) If inspections indicate the need for System repairs:

   a) to notify the local environmental regulatory agency within 48 hours.

   b) to give notice to the "Owner" of needed repairs, and, if the necessary repairs are outside the scope of the routine maintenance described in Attachment A, then The Owner may request TCW to provide an estimate. At the authorization of The Owner TCW will perform the necessary repairs at TCW's then prevailing charges for services and materials.

4) If TCW's services are terminated, TCW will notify the local environmental regulatory agency within 48 hours.

B. The Owner, in consideration of the services performed, agrees:

1) To pay TCW for its services according to the schedule of charges as set out in Attachment A.

2) Within 30 days of receipt of notice of repairs under A (3) above, the Owner(s) must provide proof that repairs have been performed by a licensed or qualified entity and the System is functioning properly or request and authorize TCW to complete the needed repairs.

3) To notify TCW promptly of any emergency or malfunction known to it which may violate environmental, health, or other laws and regulations, and to authorize immediate repair as necessary to restore the System to proper function and operation.

4) To use reasonable efforts to provide and to maintain at all times, such access to the Systems as is reasonably necessary for TCW to comply with its obligations under this Agreement.

C. **Terms of the Agreement**

1) This Agreement shall be effective for one year from the date of this contract, and will be automatically renewed from year-to-year thereafter, unless written notice of termination and non-renewal is given to the other party not less than 60 days prior to the end of the then current annual contract year.

2) The real property to be serviced under this contract is listed on Attachment B.

3) This Agreement automatically terminates if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for making an appeal has passed.

4) The parties may terminate at the end of the then current term by consent of each party or by not less than 60 days written notice to the other party prior to the end of the then current contract year, and not less than 30 days written notice to the local environmental regulatory agency.

5) This Agreement may be terminated for cause for breach which remains unremedied after 15 days written notice to the defaulting party.

D. **Limited Warranty**

TCW'S SOLE DUTIES AND RESPONSIBILITIES UNDER THIS AGREEMENT IS TO PROVIDE INSPECTION AND ROUTINE MAINTENANCE ONLY AS SPECIFIED IN THIS AGREEMENT. INSPECTIONS WILL COMPLY WITH APPLICABLE CODES, LAWS, AND REGULATIONS IN FORCE AT THE TIME OF THE INSPECTION AND REPORT. WORK AND MATERIALS USED IN REPAIRS ARE WARRANTED ONLY TO BE OF GOOD WORKMANSHIP, FREE OF DEFECTS, AND CONFORM TO THE SYSTEMS SPECIFICATIONS AND EQUAL TO THE ORIGINAL PARTS AND EQUIPMENT. THE OWNER'S SOLE REMEDY UNDER THIS EXPRESS WARRANTY IS REPAIR OR REPLACEMENT AND CONSEQUENTIAL DAMAGE OR DAMAGES FOR DELAY ARE LIMITED TO TOTAL SUMS PAID TCW UNDER THIS AGREEMENT FOR THE PARTICULAR LOT OR PARCEL FOR THE THEN CURRENT YEAR. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY AND SPECIFICALLY EXCLUDED. REPAIRS, REPLACEMENTS, ADDITIONS AND CHANGES BY OTHERS TO THE SYSTEMS COVERED BY THIS AGREEMENT WITHOUT PRIOR NOTICE TO TCW OR ACCEPTANCE OF THE WORK BY TCW DURING THE TERM OF THIS AGREEMENT VOIDS ANY WARRANTY GRANTED HEREIN AS TO TCW.

E. **Miscellaneous**

1) Transfer of rights, responsibilities, and duties under this Agreement by any party shall be valid only on written notice and consent signed by all parties, which consent shall not be unreasonably or arbitrarily withheld.

2) TCW may perform its duties and responsibilities by subcontract but TCW will remain directly liable and responsible to the Owner under the terms of this Agreement.

3) Waiver of default or a breach of the Agreement by any party shall not operate nor be construed as a waiver of further or subsequent defaults or breach of this Agreement. Failure to take action in any default or breach does not bear action on such default at any time subsequent to such breach or default.

4) This Agreement constitutes the entire agreement of the parties, incorporating, and superseding all prior representations and negotiations and may not be changed or amended except in writing signed by the parties. The Agreement shall be interpreted under North Carolina law. Any part of the Agreement declared void, illegal, or unenforceable will not affect other provisions of the Agreement.

5) Disputes arising under this Agreement shall be determined by any method of Alternative Dispute Resolution the parties choose, including but not limited to, mediation or arbitration, under the Uniform Arbitration Act of North Carolina or its equivalent, or such means or methods as the parties agree to in writing.

6) Notices are deemed delivered if delivered in person; by certified or registered mail; by courier; or delivery service, if properly receipted, charges and postage prepaid, as follows:

Owner:
Patrick & Elizabeth Muphy
630 Kenway Loop
Mooresville, NC 28117

Operator:
TCW Wastewater Management, Inc.
P. O. Box 187
Wingate, NC 28174

Environmental Regulatory Agency:

Iredell County Environmental Health
610 E. Center St.
Mooresville, NC 28115

A party may change its address my giving notice in the manner provided above.

Each party has executed this Agreement with full power, authority, and legal right to enter into; to bind itself to the rights, duties and responsibilities under this Agreement, which is binding on the parties, their successors and assigns, heirs and personal representatives, on the date first above written.

WITNESS: _____

OWNER: Clifford D Murphy

TCW Wastewater Management, Inc.

WITNESS: Vicki Davis

BY: _____

Title: President

License numbers: SS 12248
SI 23910
2WW 24666
Inst. IV 37901
Insp. 3790

EXHIBIT A
TYPE II, III, IV

MONITORING & INSPECTION PLAN

1. **COST:** **INITIAL CONTRACT YEAR:**

$ 300.00	**(2 required inspections)**
$ N/A	**(0 required lab)**
$ 300.00	**Total Initial Year**

RENEWAL YEARS:

$ 300.00	**(2 required inspections)**
$ N/A	**(0 required lab)**
$ 300.00	**Total Renewal Years**

a. The Owner shall pay to TCW the aforementioned sums for each parcel listed on Attachment B. The initial annual fees are payable upon the execution of the contract. Annual billings will be made thereafter and payable within 30 days of billing. The annual billings will be made on the anniversary dates. The annual renewal fees may increase no more than 5% per year. The Owner shall pay to TCW his normal and customary fees for any authorized work performed on the System as a result of non-scheduled service or maintenance calls. These fees are due and payable within 30 days of billing. Payments due to TCW, and unpaid by the Owner after 30 days, shall be assessed late payment fee of 15% per month, accruing monthly on the unpaid balance.

2. **PERFORMANCE DUTIES:**

- Inspections and services that meet state requirements, i.e., inspections of System using an itemized check list, monitoring "septic tanks" to insure proper operation, and make adjustments of imbalances to systems through the distribution devices.
- Inspection report copies are sent to the environmental regulatory agency (if applicable) and homeowner
- Emergency service calls at no additional charge.
- 24-hour availability
- The Owner will be advised of any repairs needed and estimated cost or repairs. Repairs will not be made without Owner authorization.
- The Owner will be advised when pumping is recommended

Bacteria Additive Option – Additional $45 per year:

- The addition of a bacterial product into the individual septic tank as needed to maintain the proper level of bacteria.

EXHIBIT B

1. PHYSICAL ADDRESS OF SYSTEM(S):

a. 630 Kenway Loop
Mooresville NC 28117

Fern Leaf #18

b.

c.

d.