05-29-12
Pd #300.00 @ Slsvl
New Septic MS

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

Application for IMPROVEMENT PERMIT, AUTHORIZATION TO CONSTRUCT, or 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:** ___ 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 ___ Custom Site Plan, Scaled no more than 1 Inch = 60 Feet

3. **Applicant Information:**

Applicant Name	Mailing Address	Home Phone #	Alternate Phone #
Guy W. Roberts	100 Topsail Pl, Mooresville, NC 28117	704-896-5590	704-898-1004
Owner Name	Mailing Address	Home Phone #	Alternate Phone #
Kelly Blue Duffont Trust (Randy Cameron-Agent)		704-232-5536	

4. **Property Information:**

Street Address	Subdivision Name	Section/Phase and Lot Number
193 Keats Road	Henry Moore Kelly Subdivision	Lot 4

Driving Directions: From I-75 take Exit 31 (W), From Follow Langtree, Right at Alcove, Left at Templeton, Right at Henry, Right at Keats, Lot 4 on Left.

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

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

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

( ) 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:**

(✓) 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 ( ) Innovative ( ) Modified Conventional ( ) Other ___ ( ) No Preference

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

( ) Yes (✓) No Does the site contain any jurisdictional wetlands?
( ) Yes (✓) No Is any non-domestic sewage (i.e. industry) to be generated?
( ) 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:** ___ 5-25-12
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

IREDELL COUNTY HEATLH 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:

- 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*
- ___ **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...**
- ___ **North arrow, or other sufficient indicator of direction...**

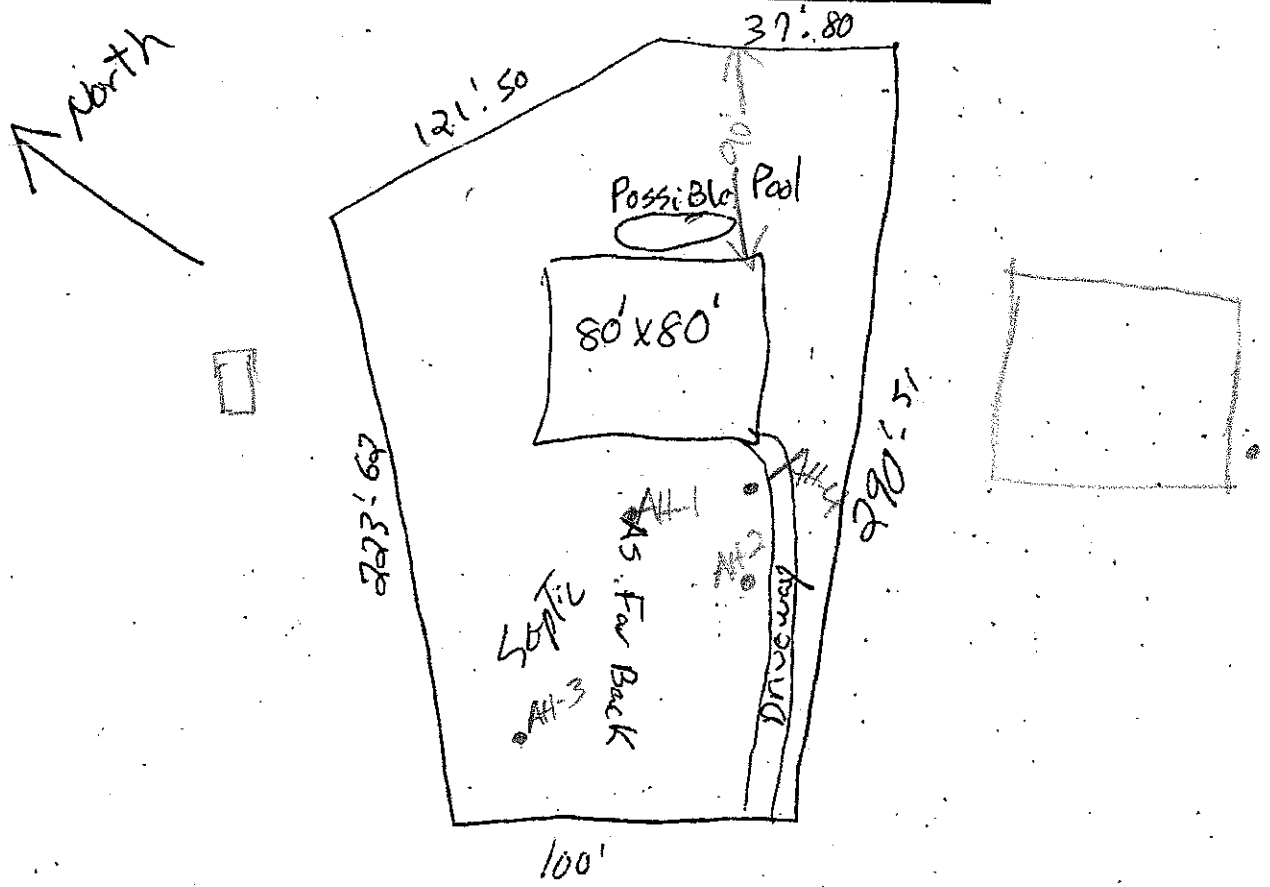
Circle N/A on the following if appropriate:

- ___ **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

Signature: _____ 5-25-12

REQUIRED **property owner or owner's legal representative signature.** **DATE**

USE THIS SPACE TO DRAW YOUR SITE PLAN



Rebecca. Maddox

DAS. DON ALLEN & ASSOCIATES, P.A.

"Since 1971"

Commercial • Residential • Mortgage Surveys • Multi-Family
Construction Staking • Subdivision Design • Topographical
111-B Raceway Drive • Mooresville • NC • 28117
(704) 664-7029 (704) 664-8061 Fax

I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 725 page 858, and/or plat book 10 page 24, that the ratio of precision is 1:10,000, that this map was prepared in accordance with the General Statutes of North Carolina, Chapter 89C, my hand and seal on the 5TH day of SEPTEMBER A.D. 2007.

PRELIMINARY
NOT FOR SALES OR
RECORDATION

WILLIAM M. ALLEN, PLS

VICINITY MAP NO SCALE

LAKE NORMAN

PIER

10' Retaining Wall

#4 REBAR FOUND

S29°33'00"E 37.80

78D CONTOUR PER ACTUAL FIELD SURVEY

S73°51'00"E 121.50

761 CONTOUR PER ACTUAL FIELD SURVEY

#4 REBAR FOUND

TIE N48°24'22"W 185.80

#4 REBAR FOUND

30' SETBACK

5' SETBACK

KEATS ST

BASE BEARING S53°39'00"W 210.51

LOT 4
0.71 acres

LOT 3
ROBERT HAMILTON
1057/0805

LOT 5
MATAVA REVOCABLE TRUST
1807/2470

N53°41'41"E 223.52

33' SETBACK

#4 REBAR FOUND

#4 REBAR FOUND

N38°41'17"W 99.91

R/W

KEATS ROAD
A 60' R/W

POWER

R/W

R/W

0' 25' 50' 100'
SCALE IN FEET

LEGEND
P.P. = POWER POLE
D = DUKE POWER TRANS.
E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
R/W = RIGHT-OF-WAY
W = WELL

NOTES
1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
3) NO GRID MONUMENT FOUND WITHIN 2000 FEET.
4) SETBACKS PER IREDELL COUNTY ZONING.

BOUNDARY SURVEY
OF
LOT 4, HENRY MOORE KELLY
DAVIDSON TWSP., IREDELL CO., NC

SCALE 1" = 50'
ACQUIRED BY:

FIELD BOOK:
FILE: HENRY MOORE KELLY LOT 4
DC FILE:
TAX MAP NO: 4816-29-3705

Not Submitted
With original application

FAX - 813 977 3722

Iredell County
Planning & Enforcement
349 N. Center St. PO Box 788
Statesville, NC 28687
704-878-3113

GRADING PERMIT NEEDED

Zoning Permit
Permit Number: 172741ZO

Printed: 5/29/2012

Master #: 172741

Associated Permits:
172741ZO Zoning

Applicant

Name: MATTHEW K CARTY
Address: 176 PAINTED BUTTING DR
Troutaman, NC 28166
Phone: 704-252-0800

Parcel

Parcel Number: 4645293705.000
Address: 193 Keats RD
MOORESVILLE, NC 28117
Subdivision:
Zoning: R20
Township: 1700
Area: .728
Lot(s):
Directions to Parcel: Templeton Rd, right Henry, right Keats

Owners

Name: REBECCA BLUE TRUST
Address:

Contractors

Fees and Receipts:

Number	Description	Amount
FEE-255389-07	Zoning - Permit Application	$75.00
FEE-255390-07	Technology Fee - Planning	$2.25
FEE-255391-07	Environmental Health - Gravity System	$500.00
	Total Fees:	**$577.25**
REC-134687-07		$577.25
	Total Receipts:	**$577.25**

Conditions

DEPARTMENT OF ENVIRONMENT 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: Matthew K Carty
ADDRESS: 193 Keats
PROPOSED FACILITY: _____ APPLICATION DATE _____
LOCATION OF SITE: _____ PROPOSED DESIGN FLOW (.1949): _____ DATE EVALUATED: 2/14/12
WATER SUPPLY: ☒ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____ PROPERTY SIZE: _____
EVALUATION METHOD: ☒ Auger Boring ☐ Pit ☐ Cut TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed PROPERTY RECORDED: _____

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS SE = Slight Erosion .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	L 8%	0-14"	Brw SCL	GR FR SS SP					PS .3
		14-48"	R/Brw C/L	m-wSBK SS SP SE FR w/ Common Mica Flakes		48"			
2	L 7%	0-3"	Brw SCL	GR					PS .3
		3-48"	R/Brw C/L	m-wSBK SS SP SE FR w/ Common Mica Flakes		48"			
3	L 5%	0-4"	Brw SCL	GR					PS .3
		4-48"	R/Brw C/L	mSBK SS SP SE FR		48"			
4	L 8%	0-4"	Brw SCL	GR					PS .3
		4-16"	R/Brw C/L	mwSBK	48"				
		16-48"	R/Brw C/L	wSBK w/ Common Mica Flakes					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
vailable Space (.1945)	PS	PS
stem Type(s)	IV	IV
e LTAR	.3	.3

OTHER FACTORS (.1946): None
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: Maria Dotson
OTHER(S) PRESENT: Sharon Dodson for Part A evaluation

MMENTS: _____

Redraw
08-01-13
pd $195.00 MS



MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
1999 CANDLEWICK DRIVE
FORT MILL, S.C. 29715
803-802-4403 (office)
803-802-4402 (fax)

Reference: Data Sheet for Henry Moore Kelly Subdivision, Lot 4
House Footprint: See attached plan
Building Setbacks: 35' front/back, 15' side, 50' lake
Water Source: Private Well
Number of Bedrooms: 4/480 GPD
Proposed LTAR: 0.3 GPD/FT2 (ICHD)
Proposed System Type: PPBPS
Proposed Repair System Type: PPBPS
Distribution: Low pressure-CVB
Flow per Hole: 0.59 GPM
Hole Size & Material: 3/16"
System Flow: 37.76 GPM
Dosing Volume: 230.4 gallons
Pump Run Time: 6.1 minutes
Elevation Head: 14.4'
Friction Head: 6.4'
Pressure Head: 2'
Total Dynamic Head: 22.8'
Supply Line Length: 175'
Septic/Pump Tank Size: 1000/1000 gallons
Proposed Trench Bottom: 36"
Proposed Trench Width: 24" (8' on center)

Line	Design Length	Actual Length	Elevation
Orange 1	**50' (11 panels)**	**54'**	**3.4'**
White 2	**50' (11 panels)**	**55'**	**3.9'**
Pink 3	**60' (14 panels)**	**60'**	**4.1'**
Orange 4	**60' (14 panels)**	**62'**	**4.5'**
White 5	**60' (14 panels)**	**65'**	**5.2'**
Pink 6		68'	6.2'
Orange 7		67'	7.0'

Initial System: 280' **Repair System:** 135' (Exempt)

Pump Tank: 12.8' **House Corner:** 12.6' **Benchmark:** 3.7'

Comments:
This lot was recorded in 1968 (see attached document- Book 10 Page 24 IC Reg. of Deeds) and is thereby exempt from a repair area. MA&A has laid out a partial repair area.

Revised

ject to any Easements
trictive Covenants

Lake Norman

nce D Schamback, PLS
LICENSE NUMBER: L-4295

ng 760 Contour Line

Elevation Transferred from Lake Norman Lake Level on 8/14/2012

d.

L1

S73°36'02"E 121.38

Lot 1
0.71 Acres
31,013 Sq. Ft.

50' From 760 contour line

ST

10'

5'

HC

CONCRETE WALK

N53°04'23"E 223.62

Lot 5
P.B. 10, Pg. 24

Sleeved water Drive

Septic Area

Creek Overflow Lines on Upper Lots

CATCH BASIN

Lot 3
P.B. 10, Pg. 24

S36°49'55"E 111.00

N

LINE TABLE

LINE	LENGTH	BEARING
L1	37.80	S29°32'10"E

1 1/2" I.P. Found Flush

1 1/2" I.P. Found 0.3' In Ground

1 1/2" I.P Found

N38°10'23"W 99.95

Keats Rd.
60' Public R/W

Scale
1"=40'

DEPARTMENT OF ENVIRONMENT 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: _Guy Roberts_____ APPLICATION DATE_____
ADDRESS:_____ DATE EVALUATED: _____
PROPOSED FACILITY: _4 bedroom_____ PROPOSED DESIGN FLOW (.1949): _480 GPD_____ PROPERTY SIZE: _____
LOCATION OF SITE: _Henry Moore Sub. Lot 4, Keats Rd_____ PROPERTY RECORDED: _____
WATER SUPPLY: Ξ Private ☐ Public Ξ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: Ξ Auger Boring ☐ Pit ☐ Cut TYPE OF WASTEWATER: Ξ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941)		OTHER PROFILE FACTORS				PROFILE CLASS & LTAR
			.1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	.1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	
1	LS 5%	0-20	R C SBK	FR SS SP		48"			PS 0.3
		20-38	BrR C WSBK	FR SS SP					
		38-48	R CL WSBK	FR SS SP					
2	LS 5%	0-15	R C SBK	FR SS SP		48"			PS 0.3
		15-48	BrR C WSBK	FR SS SP					
3	LS 7%	0-3	Br CL WSBK	FR SS SP		48"			PS 0.3
		3-20	R C SBK	FR SS SP					
		20-48	R CL WSBK	FR SS SP					
4	LS 5%	0-32	R C SBK	FR SS SP		48"	F-C SAP INCL		PS 0.3
		32-48	R CL WSBK	FR SS SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	540 ft2	
System Type(s)	PPBPS	
Site LTAR	0.3	

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

EVALUATED BY: _MA & Associates_____
OTHER(S) PRESENT: _____

COMMENTS: _____

SOIL/SITE EVALUATION

(Continuation Sheet)

Sheet ____ of ____

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

PROPERTY ID #: _____
DATE OF EVALUATION: _____
COUNTY: _____

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
5	LS 5%	0-20	RBr CL WSBK	FR SS SP		48"			PS 0.3
		20-48	R C SBK	FR SS SP					
6	LS 5%	0-28	R C SBK	FR SS SP		48"			PS 0.3
		28-48	R CL WSBK	FR SS SP					

COMMENTS: _____

IREDELL COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

PAGE 1: *APPLICATION FORM*

Application For: ( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
(X) Septic Improvement Permit ( ) Authorization to Construct ( ) Existing System Inspection ( ) Septic System Repair

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.

Page 2: *Site Plan Worksheet* form MUST accompany this application

The following optional attachments may also be submitted: (X) **Survey Plat, scaled no more than 1 inch = 60 feet**
Place an (X) beside whichever is submitted if applicable ( ) **Custom Site Plan, scaled no more than 1 inch = 60 feet**

Applicant Information:

Applicant Name: Michael Athanas & Assoc **Address:** 1999 Candlewick Dr Fort Mill SC 29715 **Phone:** 803 802 4403

Owner Name: _____ **Address:** _____ **Phone:** _____

Property Information:

Street Address: _____

Subdivision Name: Henry Moore Kelly Subdivision **Section/Phase:** _____ **Lot Number:** 4

Driving Directions: Williamson, TL Alcove, TR Templeton, TR Henry, TR Keats on +

Site Development Information: ***(check or complete ALL that apply)***

(X) New Single Family Residence
( ) New Multi-Family Residence
( ) Accessory Building
( ) Bedroom(s) Addition

Maximum Number of Bedrooms: 4
Maximum Number of Occupants: _____
( ) Swimming Pool
( ) Other Addition/Structure: _____

(X) Crawl Space Foundation
( ) Concrete Slab Foundation
( ) Basement with Plumbing
( ) Basement without Plumbing

Non-Residential Site Development:
Type of Business: _____
Square Footage of Building: _____
Maximum Number of Employee: _____
Maximum Number of Seats/Beds/Other: _____

Water Supply:

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

Desired Septic System Type: ***(you may rank in order of preference)*** **Year existing system installed:** _____
( ) No Preference ( ) Alternative ( ) Conventional ( ) Innovative (X) Modified Conventional ( ) Other: _____

Please answer the following to the best of your ability:
( ) Yes (X) No **Does the site contain any jurisdictional wetlands?**
( ) Yes (X) No **Is any non-domestic sewage (i.e. industrial) 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.

Signature: _____ REHS
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

7/30/2015
DATE

Email Address: _____

IREDELL COUNTY HEATLH 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...**
SHOW: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site
____ **Front and side setbacks from property line...**
____ **Preferred driveway location and configuration, preferred well location...**
____ **Area you prefer your septic system to be placed...**
____ **North arrow, or other sufficient indicator of direction...**

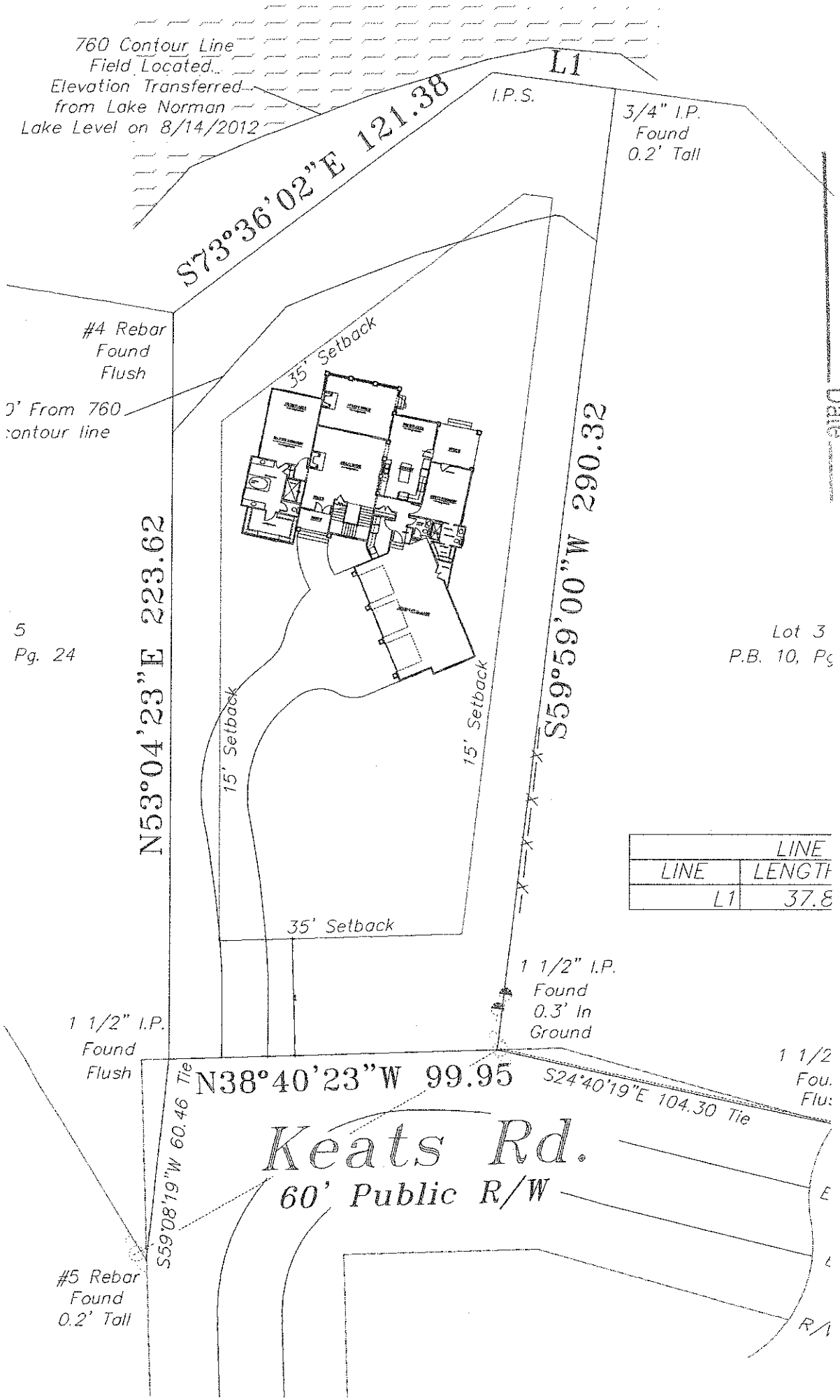
Circle N/A on the following if appropriate:

____ **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**

Signature: _____ REHS _____ 7/31/2013
REQUIRED **property owner or owner's legal representative signature.** **DATE**

USE THIS SPACE TO DRAW YOUR SITE PLAN

See Attached Plan


760 Contour Line
Field Located
Elevation Transferred
from Lake Norman
Lake Level on 8/14/2012
L1
I.P.S.
3/4" I.P.
Found
0.2' Tall
S73°36'02"E 121.38
#4 Rebar
Found
Flush
' From 760
contour line
35' Setback
N53°04'23"E 223.62
S59°59'00"W 290.32
15' Setback
15' Setback
35' Setback
Lot 3
P.B. 10, Pg
5
Pg. 24
1 1/2" I.P.
Found
0.3' In
Ground
1 1/2" I.P.
Found
Flush
N38°40'23"W 99.95
S24°40'19"E 104.30 Tie
S59°08'19"W 60.46 Tie
Keats Rd.
60' Public R/W
#5 Rebar
Found
0.2' Tall
LINE
LINE
LENGTH
L1
37.8
Acknowledgement of
Plans Submitted Only
Date 8-5-13
Date
1:40

SECOND FLOOR PLAN
1097 SQ.FT. SCALE: 1/4" = 1'-0"

TYPICAL STAIR DETAIL

TYPICAL HANDRAIL DETAIL

DETAIL LVL SUPPORT

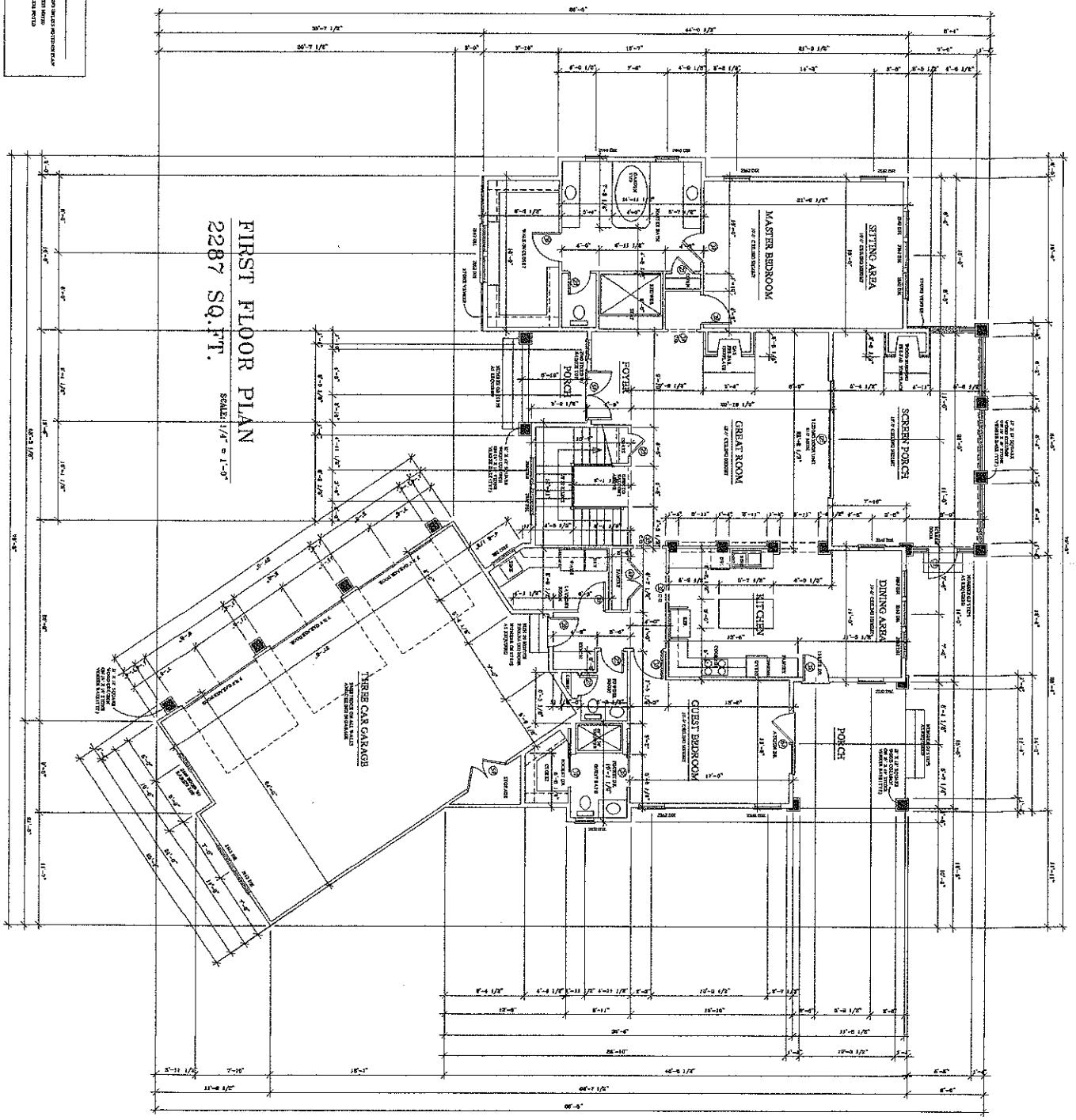
PLAN NOTES:

1. VERIFY ALL LOCAL CODES, ENERGY ISSUES AND SITE CONDITIONS PRIOR TO CONSTRUCTION.
2. ATTIC ACCESS TO BE PROVIDED AS REQUIRED BY CODE. ATTIC ACCESS TO BE LOCATED IN THE CENTRAL AREA OF THE HOUSE AND SHALL BE A MINIMUM OF 22" X 30". ATTIC ACCESS SHALL NOT TYPICALLY BE PLACED IN THE CENTRAL AREA OF THE HOUSE IF THE CENTRAL AREA IS OCCUPIED BY A STAIRWAY OR HALLWAY. ATTIC ACCESS SHALL BE LOCATED IN A CLOSET OR OTHER AREA WHERE IT WILL BE CONCEALED FROM VIEW. ATTIC ACCESS SHALL NOT BE LOCATED IN A BEDROOM. ATTIC ACCESS SHALL BE LOCATED SO THAT A 30" X 54" CLEAR SPACE IS PROVIDED IN FRONT OF THE OPENING. ATTIC ACCESS SHALL BE INSULATED TO THE SAME VALUE AS THE ATTIC FLOOR.
3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
4. INSULATE AROUND ALL TUBING AND UTILITY BOXES.
5. ATTACH WALL BASE @ 16" O.C. UNLESS OTHERWISE SPECIFIED.
6. ATTIC BRACE DIRECTIONS AS REQUIRED BY CODE.
7. PROVIDE SOUNDBOARD INSULATION AT ALL BATHS.

Acknowledgement Of
Plans Submitted ONLY!
Roberts Date 8-5-13
Date

Acknowledgement Of
Plans Submittal ONLY!
Roberts Date 8-5-13
Date

NOTES



ROBERTS RESIDENCE

JEFFERY D. GRAY
RESIDENTIAL DRAFTING & DESIGN

4

STATE OF NORTH CAROLINA

COUNTY OF Iredell

INSPECTION AND MAINTENANCE

THIS AGREEMENT is made and entered into this 15 day of July, 2014, by and between Guy & Tamra Roberts (hereinafter the "Owner") and Richard Abernathy Grading & Septic, Inc. (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type IV system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Admin. Code 18A.1900 et seq.; and

WHEREAS, 15A N.C. Admin. Code 18A.1961 requires a contract to be executed between the system owner and a management entity prior to the issuance of an Operation Permit for said system; and

WHEREAS, 15A N.C. Admin. Code 18A.1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owner and a management entity shall be in effect 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 IV system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and the Contractor as stipulated below.

1. The Contractor's Obligations. The Contractor shall perform the following services on the Owner's system located at 193 Leats Rd. Mooresville, N.C. 28117

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

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

(1) [from operation permit]
(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 IV System.

d. If an inspection indicates the need for system repairs, the Contractor shall notify the local health department within 48 hours of the inspection.

e. The Contractor shall notify the Owner of needed repairs which are outside of the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefor at the Contractor's normal charge for services and materials.

f. The Contractor shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Admin. Code 18A.1961(b) for a Type IV System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 48 hours after receipt of such request.

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $400.00 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 5 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 1.5 percent per month.

b. Within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the needed repairs were satisfactorily completed by another entity.

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

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

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

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

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

d. Termination by the Contractor.

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

(a) failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within thirty (30) days of receipt by the Owner of the bill. If said bill is paid after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect; or

(b) failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above. If said authorization to complete needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect;

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

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

4. Assignment.

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

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

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

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

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

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

8. No Implied Waiver. The waiver by either Party of a default or a breach by the other Party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either Party to enforce any provision of this Agreement (a) shall not be construed to be a waiver of such provisions, or of any other provision; and (b) shall not in any way affect the validity of this Agreement, or any part of this Agreement, or the right of either Party thereafter to enforce each and every provision of this Agreement.

9. Notice. Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid to the Party to be notified and addressed as follows:

To the Owner: Guy & Tanya Roberts
193 Keats Rd. Mooresville, N.C. 28117

To the Contractor: Richard Abernathy Grading & Septic Inc.
1491 Mt. Ulla Hwy. Mt. Ulla, N.C. 28125.

To the Local Health Department: Iredell County Health Dept.

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

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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)

Guy Roberts 7-16-14

Attest:

(Contractor)

Attest:

(homecontract.gm)