03-26-13
PD #320.00 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:
Place check ( ) beside whichever is submitted if applicable

___ Survey Plat, Scaled no more than 1 Inch = 60 Feet
✓ Custom Site Plan, Scaled no more than 1 Inch = 60 Feet

3. Applicant Information:

Applicant Name	Mailing Address	Home Phone #	Alternate Phone #
GRANADA BUILDERS, INC.	P.O. BOX 1221, CORNELIUS, NC 28031	704-363-9197(m)	704-892-7640(w)
Owner Name	**Mailing Address**	**Home Phone #**	**Alternate Phone #**
THAYER, NICHOL	12021 FARNBOROUGH RD, HUNTERSVILLE NC 28078	704-906-1385(m)	

4. Property Information:

Street Address	Subdivision Name	Section/Phase and Lot Number
MALIBU ROAD	BACK FORTY SUBDIVISION	LOT 20

Driving Directions: EXIT 33 TO ALCOVE ROAD, RIGHT ON CATALINA DRIVE, RIGHT ON MALIBU ROAD TO END. LOT IN CULDESAC

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 due to ___
( ) Other ___

Maximum Number of Bedrooms 5
Maximum Number of Occupants 5
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)* ( ) Existing system--installed in ___ *YEAR*

( ) 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.

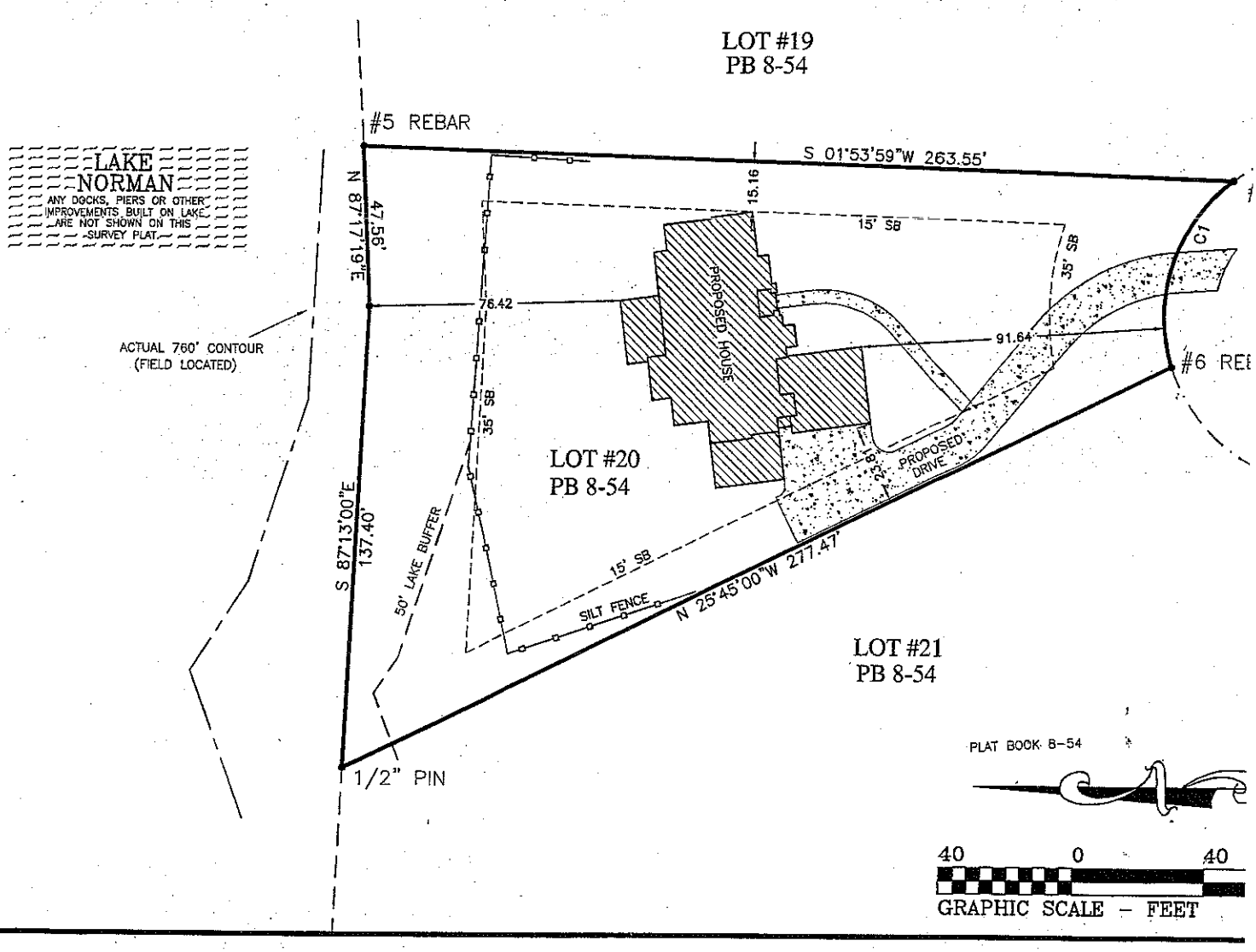
9. Signature: ___ PRESIDENT
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)
JOSEPH M. GRANADA

3/26/13
DATE

NOTES:

* PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS OF WAYS OR EASEMENTS NOT OBSERVED
* OWNER TO VERIFY ALL SETBACKS AND ZONING REGULATIONS PRIOR TO ANY PLANNING OR CONSTRUCTION.
* DIMENSIONS OF ALL IMPROVEMENTS SHOWN ON THIS PLAT SHOULD NOT BE SCALED OR RELIED UPON FOR DESIGN OR CONSTRUCTION WITHOUT A FIELD VERIFICATION OF ALL DIMENSIONS.
* DIGITAL COPIES OF THIS FILE ARE FOR REFERENCE ONLY AND MAY NOT BE USED FOR DESIGN WORK.

Curve	Radius	Length	Chord	Chord Bear.
C1	50.00'	62.21'	58.28'	N 72°06'27" W



THAYER,

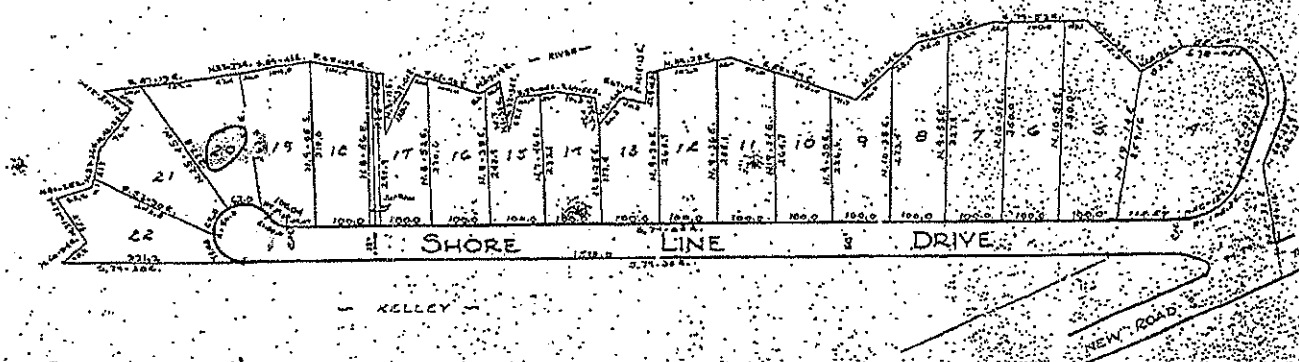
MALIBU ROAD

Acknowledgement Of Plans Submittal ONLY!

Date 3/26/13

Date

NOTE! ALL LOTS CONTAIN 20,000 SQ. FT., OR BETTER.



NORTH CAROLINA IREDELL CO.
I R.L. PARKS Dep. clerk superior court do hereby certify that R.B. Kestler Jr. personally appeared before me this day and acknowledge the due execution of the foregoing instrument.
let the instrument with this certificate be registered.
witness my hand this 17 day of March 1960.
L.L. Parks Deputy
Clerk Superior Court

Filed for registration at 3:50 P.M. this the 17th day of March A.D. 1960 and recorded in plat book 8 Page 54
R.L. Parks Reg. of Deeds

Sworn to and subscribed before me ... 19... for the ... County ...

STATE OF NORTH CAROLINA
COUNTY OF IREDELL
Know all men by these presents, that I the ... certify that on the ... day of ... 19... all improvements required by ... of the Iredell County Subdivision Ordin... been installed in the subdivision shown ... plat by the subdivider in a manner ... by the Planning Director.

Steve
Duke power
Septic Perc's Bed #

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

Zoning Permit

Permit Number: 174378ZO

Printed: 8/10/2012

Master #: 174378

Associated Permits:
174378ZO Zoning

Applicant

Name: Grainda Builders Inc
Address: PO Box 1221
Cornelius, NC 28031
Phone: 704-892-1621

Parcel

Parcel Number: 4646126568.000
Address: 000 MALIBU LN
MOORESVILLE, NC 28117
Subdivision: The Back Forty
Zoning: R-20
Township: 1700
Area: 0.627
Lot(s): 20
Directions to Parcel: ALCOVE RD, TAKE FIRST RIGHT ONTO CATALINA RD, TURN RIGHT ONTO MALIBU RD, LOT 20

Owners

Name: NANCY STEELE
Address:

Contractors

Contractor Type: Building
Name: Grainda Builders Inc
Address: PO Box 1221
Cornelius, NC 28031
Phone: 704-892-1621

Fees and Receipts:

Number	Description	Amount
FEE-262271-07	Zoning - Permit Application	$75.00
FEE-262272-07	Technology Fee - Planning	$2.25
FEE-262273-07	Environmental Health - Gravity System	$500.00

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

Sheet: **1 OF 1**
PIN #: **4646-12-6568**
Lot #: **20**
Permit #: **174378**
AppID:

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: **NECHOL THAYER**
Address: **PO BOX 1221 CORNELIUS, NC 28031**
Proposed Facility: **SFR** Design Flow (.1949) **480**
Location of Site: **BACK FORTY LOT 20**
Water Supply: [ ] Public [X] Individual [X] Well [ ] Spring [ ] Other
Evaluation Method: [X] Auger Boring [x] Pit [ ] Cut
Type of Wastewater: [X] Sewage [ ] Industrial Process [ ] Mixed

Applicant: **GRAINDA BUILDERS**
Date Evaluated: **9/14/2012 & 4/11/2013**
Property Size: **.627 AC**
Property Recorded: **YES**

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 Structure/ Texture	SOIL MORPHOLOGY .1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
AB 1	LINEAR 4%	0-20	SCL,W,SBK	SS	NA	48"	NA	48"+	.35
		20-36	SC,M,SBK	SS					
		36-48	SCL,W,SBK	SS					
AB 2	LINEAR 4%	0-46	SCL,W,SBK	SS,FEW SMALL ROCK	NA	48"	NA	48"+	.3
		46-48	SC,M,SBK	SS					
AB 3	LINEAR 4%	0-20	SCL,W,SBK	SS	NA	48"	NA	48"+	.35
		20-40	C,M,SBK	SS					
		40-48	SCL,W,SBK	SS					
AB 4	LINEAR 4%	0-34	SCL,W,SBK	SS	NA	48"	NA	48"+	.3
		34-48	SC,M,SBK	SS					

Description	Initial System	Repair System
Available Space (.1945)	PS	NA
System Type(s)	LP PANEL	LP PANEL
Site LTAR	.3	.3

Other Factors (.1946): **REPIAR NOT REQUIRED**
Soil Evaluation By: **BEN ALDRIDGE**
Others Present: **CHRIS HEDRICK**
Site Classification (.1948): **PS**
Site Evaluation By: **BEN ALDRIDGE, PAUL PENNINGER**
Others Present: **GRAINDA BUILDERS**

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
CONTINUED

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 (IN.)	1956 Sapro Class	1944 Restr Horiz	
PIT 1	LINEAR 4%	0-24	C,M,SBK	SS	NA	70"	FEW INC @ 60"	70+	.3
		24-70	CL,M,SBK	SS					
PIT 2	LINEAR 4%	0-30	C,M,SBK	SS	NA	70"	NA	70+	.3
		30-70	CL,M,SBK	SS					

R & H of Lake Norman Inc.

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 5-17-14 by and between X Scott & Nechol Thayer (the Owner) and R & H of Lake Norman Inc. (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 IV 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 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 X 178 Malibu Rd. Mooresville, NC 28117.

   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 IV 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 IV 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 IV 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 $ 350.00 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 IV 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.

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: X

To the Contractor: R & H of Lake Norman Inc.
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) 3/18/14 (Date)

(Contractor) 3-17-14 (Date)