ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625

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

PERMIT # RELAY-2023-16435

PIN # 4730-49-7247

APPLICANT / OWNER: BYSNA Investment 1, LLC | APPLICANT ADDRESS: 125 W. Morehouse Ave. 125 Morehouse Ave., Mooresville, NC 28117

SITE ADDRESS: 159 SCOTCH IRISH LN, TROUTMAN, NC 28166 | PHONE: 7048816264 | ALT. PHONE:

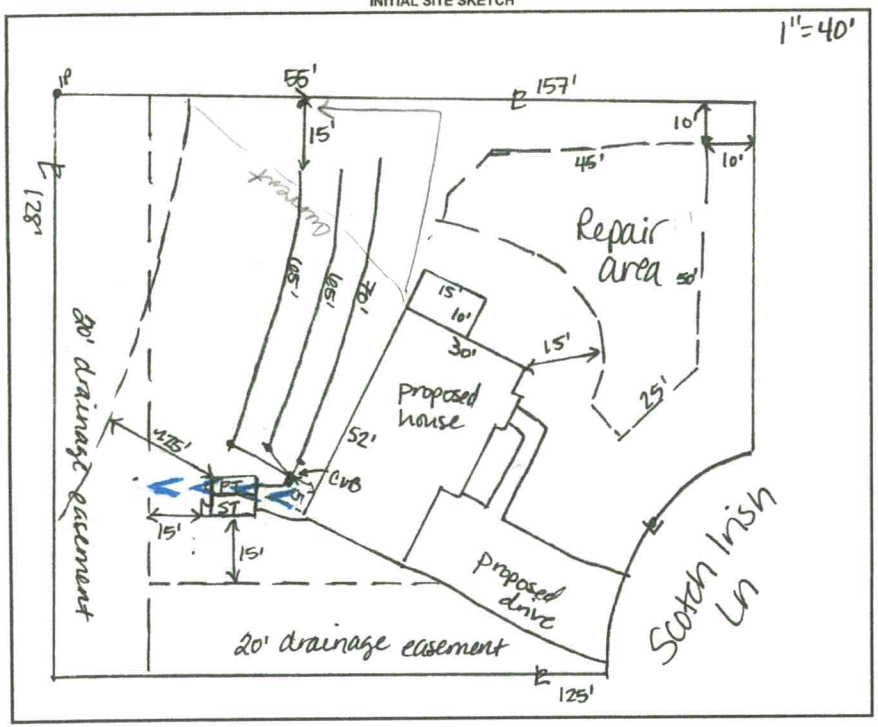
SITE DIRECTIONS: N Perth -> L State Park -> R Meadow Glen -> R on Valley Glen -> L Scotch Irish -> lot at end. | SAP CONTROLLED: YES ☑ NO ☐

SUBDIVISION: Meadow Glen | SECTION: 4 | LOT #: 144 | LOT AREA: 0.4352 | DESIGN FLOW: 360 | L.T.A.R.: 0.3

Septic Tank: 1000 (gal)	STB: 760	Date: 9/23/23	☒ New System ☐ Repair ☐ Expansion	System Type: IV	☑ Residence	No. Bedrooms: 3	Water Supply: Municipal Water
Pump Tank: 1000 (gal)	PT: 363	Date: 10/21/23	System Description: LPVPPBPS		☐ Business	No. Persons: 6	
Pump Make:	Model:	Serial #:	Repair System Description: LPVPPBPS		☐ Other	No. Employees: 0	
# Nitrification Fields: 1	# Lines: 3	Linear Ft.: 200	Maintenance Agreement Required: ☑ YES ☐ NO		☐ Slab	☑ Crawl Space	
Trench Width: 24	Trench Bottom Depth (~~Level Site~~): 36 MAX		Gravel Depth: 0	☐ GRAVITY ☑ PRESSURE	☐ Basement w/ Plumbing	☐ Basement w/o Plumbing	

Comments / Conditions: Do not grade or fill septic area when cutting in for building. Redirect storm water away from drainfield. No foundation drain along back of home. Do not pave, park, drive, or bury utilities in drainfield area, install on contour.

INITIAL SITE SKETCH



AS BUILT SKETCH

>> = ditch to be filled

- Keep tanks 15' off drainage easements, ensure easements are marked during installation
- Keep CVB 5' off foundation - no drains at back of house
- verify CVB is 5' off foundation

Tanks CW Lines 11/30/23 plumbing

Remove gutter drains from field - divert flow to sides ↳ DW 8/22/24

PM, PH, Electrical, Alarm, MA, Floats } DW 8/16/24

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:

IMPROVEMENT PERMIT by: D. Wiebery Date: 3/3/23

AUTHORIZATION TO CONSTRUCT by: D. Wiebery Date: 3/3/23

Installed By: Galle Excavation

OPERATION PERMIT by: D. Wiebery Date: 8/22/24

Existing System Inspected By: Date:

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 BETWEEN 8am-9am the day the inspection is needed.

ICHD - ENVIRONMENTAL HEALTH DIVISION

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PERMIT # RELAY-2023-16435

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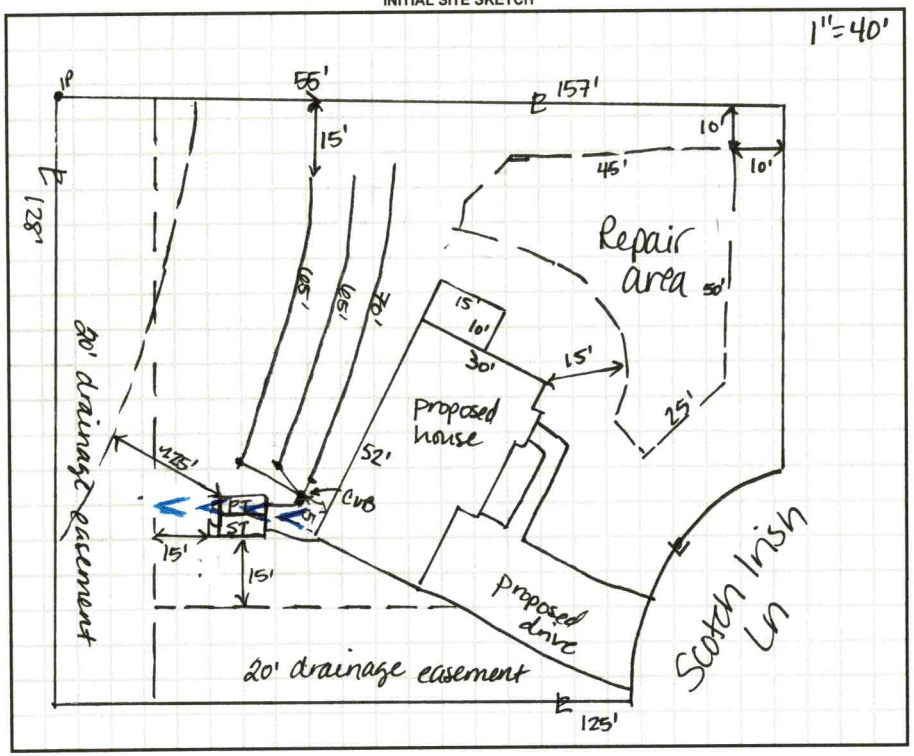
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☐ IMPROVEMENT PERMIT with plat valid without expiration. ☑ IMPROVEMENT PERMIT with site plan valid for 60 mos. ☑ AUTHORIZATION TO CONSTRUCT valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.

Owner / Applicant Signature: | Date:

IMPROVEMENT PERMIT by: D. Wiebers | Date: 3/3/23

AUTHORIZATION TO CONSTRUCT by: D. Wiebers | Date: 3/3/23

Installed By: Gail Excavation

OPERATION PERMIT by: | Date:

Existing System Inspected By: | Date:

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 BETWEEN 8am-9am the day the inspection is needed.

STATE OF NORTH CAROLINA
COUNTY of Iredell-Statesville 2024

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

This Contract is entered into this 13th day of August, 2024 by and between TCW Wastewater Management, Inc., a North Carolina Corporation of Mecklenburg County, North Carolina (hereinafter "TCW") and **BYSNA INVESTMENT 1, LLC**

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 18E. 1301 et seq.; and 15A N.C. Admin. Code 18E.1301 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 18E.1301 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: **BYSNA INVESTMENT 1, LLC**
125 W Morehouse Ave
Mooresville, NC 28117

Operator:
TCW Wastewater Management, Inc.
5600 Lakeview Rd
Charlotte, NC 28269

Environmental Regulatory Agency:

Iredell Dept of Environmental Health

610 East Center Ave

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: for BYSNA INVESTMENT 1, LLC

Bachar Abou-Mayaleh

TCW Wastewater Management, Inc.

BY: Lee Boyd

EXHIBIT A
TYPE II, III, IV

MONITORING & INSPECTION PLAN

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

$ 350.00	(2 required inspection)
$ N/A	(0 required lab)
$ 350.00	Total Initial Year

RENEWAL YEARS:

$ TBD	(2 required inspection)
$ N/A	(0 required lab)
$ TBD	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 an additional charge.
- 24-hour availability at an additional charge.
- 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 $60 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):

159 Scotch Irish Ln
Troutman, NC 28166

Meadow Glen Lot 144

b. _____

c. _____

d. _____

ICHD–ENVIRONMENTAL HEALTH DIVISION PJB

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # AP-300942

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

PIN # 4730497247

APPLICANT/OWNER: DPG Properties LLC APPLICANT ADDRESS: 7679 Lynwood Ln. Sherrills Ford, NC

SITE ADDRESS: 159 Scotch Irish Ln. Troutman, NC PHONE: 704-928-5600 ALT. PHONE ——

SITE DIRECTIONS: State Park Rd → R on Meadow Glen → R on Valley Glen → L on Scotch Irish → lot at end on L SAP CONTROLLED: ☑ YES ☐ NO

SUBDIVISION: Meadow Glen SECTION: 4 LOT # 144 LOT AREA: .4352 ac DESIGN FLOW: 360gpd L.T.A.R.: .3

Septic Tank 1000 (gal) STB —— Date ——
Pump Tank 1000 (gal) PT —— Date ——
Pump Make —— Model —— Serial # ——
Nitrification Fields 1 # Lines 3 Linear Ft 200'
Trench Width 24" Trench Bottom Depth (~~Low side~~) MAX 36" Gravel Depth ——

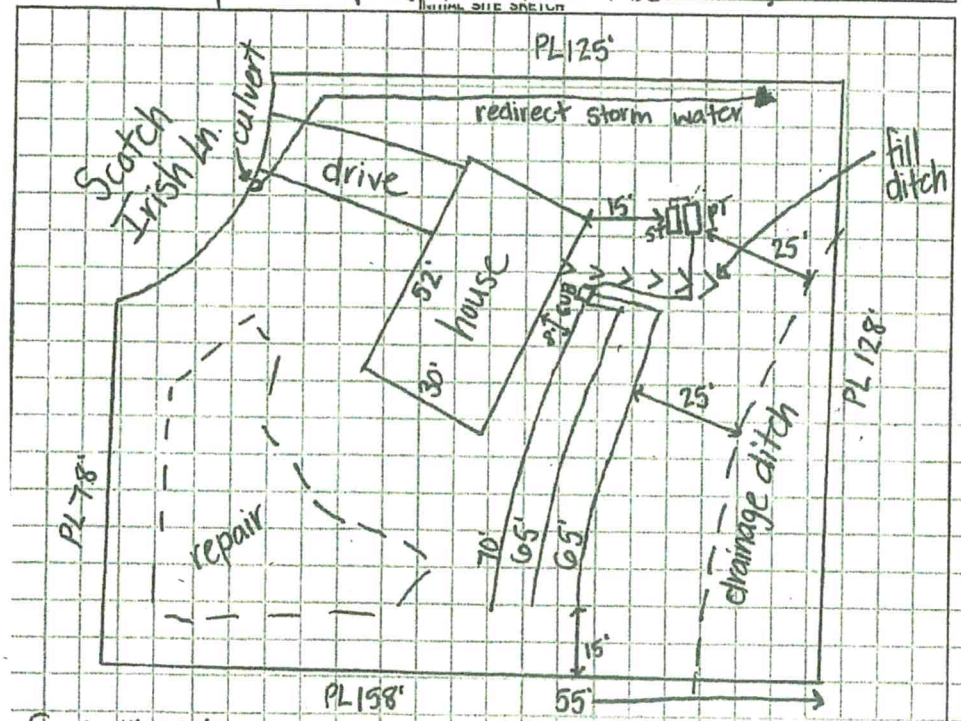
☑ New System ☐ Repair ☐ Expansion System Type: I II III IV V VI
System Description: LP PPBPS
Repair System Description: LP PPBPS
Maintenance Agreement Required: ☑ YES ☐ NO
☐ GRAVITY ☑ PRESSURE

☑ Residence No. Bedrooms 3
☐ Business No. Persons 6
☐ Other No. Employees ——
☐ Slab ☐ Crawl Space
☑ Basement w/plumbing ☐ Basement w/o plumbing

Water Supply: ☐ Private ☑ Public ☐ Community

Comments / Conditions: Do not grade or fill septic area when cutting basement. Fill ditch by drain lines. *Redirect storm water away from septic (before AC can be issued). A site visit will be needed to verify before issuing AC. No foundation drain to be installed along back of house.

INITIAL SITE SKETCH



Scale 1"=40'

AS BUILT SKETCH

~~COPY~~

Owner/Applicant DPG Properties

EHS Kayla Wilson

Amount Owed $ Ø

Storm H2O to be redirected

---IMPROVEMENT PERMIT ONLY---

DO NOT ISSUE BUILDING PERMIT!

~~FLOOR PLAN STILL NEEDED~~

Only give client attached photo copy

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☐ 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: —— Date: —— Installed by: ——

IMPROVEMENT PERMIT by: Kayla Wilson Date: 12-9-19 OPERATION PERMIT by: —— Date: ——

AUTHORIZATION TO CONSTRUCT by: —— Date: —— Existing System Inspected by: —— Date: ——

FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed. Be sure to speak with an inpsector to confirm your inspection time.

EIP
N22°19'42"W
128.01'
Lot 114
EIP
20' UTILITY & DRAINAGE EASEMENT
Drainage Ditch
Drainage Ditch
25' SETBACK
25'
N67°40'14"E
Lot 145
125.07'
20' UTILITY & DRAINAGE EASEMENT
PT
ST
15'
CUB
8'-10"
65'
65'
70'
15' SETBACK
House
30'
10'
Deck
16'
5'
52'
40'
SETBACK
15'
M.H.
157.35'
DRIVE WAY
Repair
LOT 144
(0.44 Acre)
EIPS
C1
15' SETBACK
EIP
EIP
S22°25'29"E
78.29'
N46°30'13"W
47.68'
(TIE ONLY)
PK NAIL
R/W
N
LOT 143
SCOTCH IRISH LANE
(50' PUBLIC R/W)

PERMIT SNAPSHOT REPORT RELAY-2023-16435
FOR IREDELL COUNTY

Permit Type:	EH Re-layout	**Project:**		**App Date:**	02/14/2023
Work Class:	EH Limited	**District:**	Troutman	**Exp Date:**	NOT AVAILABLE
Status:	In Progress	**Square Feet:**	0.00	**Completed:**	NOT COMPLETED
Valuation:	$0.00	**Assigned To:**	Wieberg, Danielle	**Approval Expire Date:**	

Description: Please assign this septic re-layout to Danielle Wieberg- This was discussed with her.

Parcel: 4730497247.000 Main	**Address:** 159 Scotch Irish Ln Troutman, NC 28166 Main	**Zone:** RS(Suburban Residential District)

Applicant/Authorized Agent
BYSNA Investment 1, LLC
125 W. Morehouse Ave. 125 Morehouse Ave.
Mooresville, NC 28117
Business: (704) 881-6264

Property Owner
BYSNA INVESTMENT 2 LLC
Mobile: (704) 881-6264

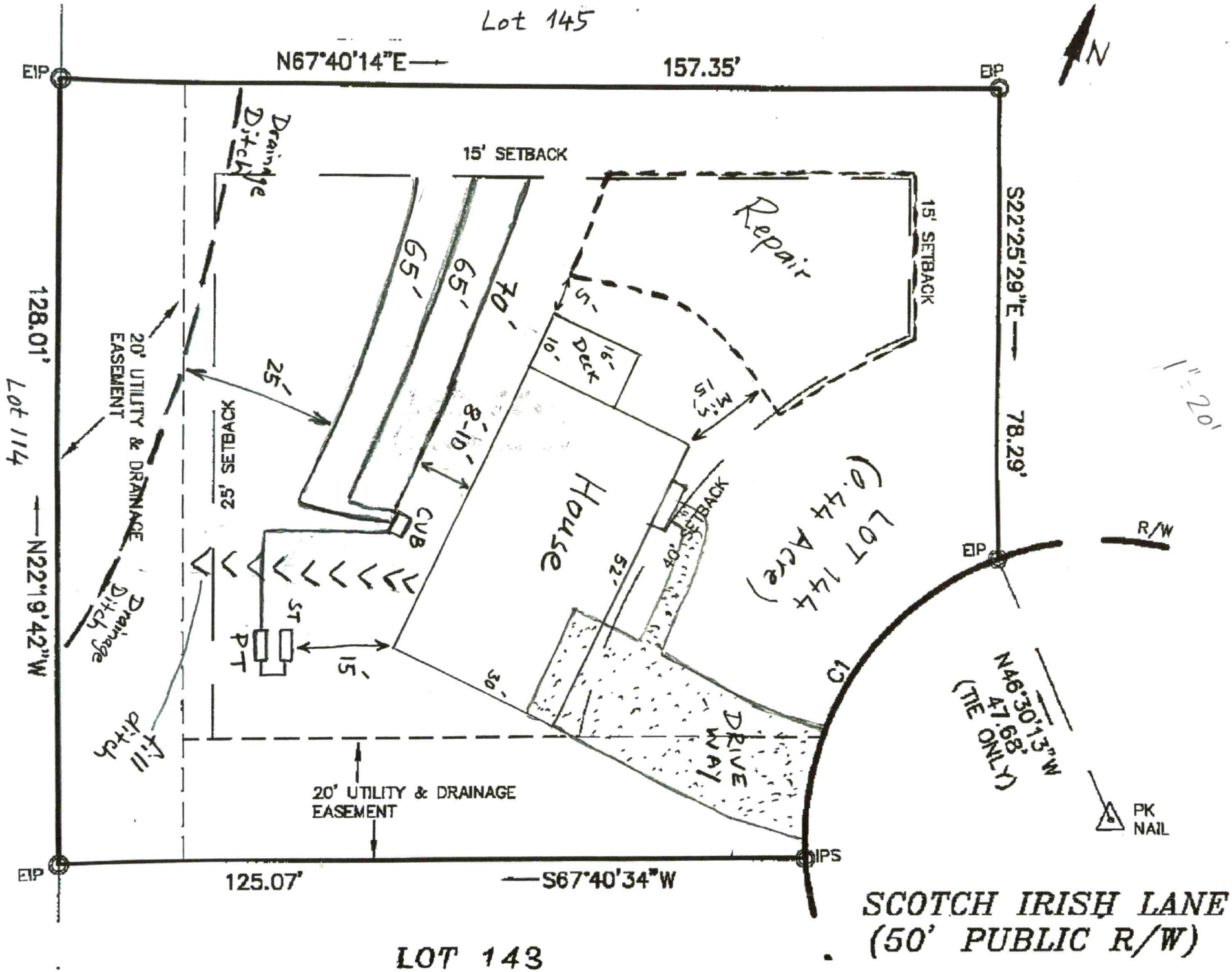
Permit Custom Fields

How is your site plan being submitted	Custom Site Plan	Does the site contain any jurisdictional wetlands	Yes	Non-domestic Sewage Generated	No
Other Public Agency	No	All proposed structure dimensions	House 30' x 52' Deck 10' x 16'	What are the proposed structures	New Single Family Residence
If other Addition/Structure, please explain		Maximum Number of Bedrooms	3	Number of Occupants	6
Foundation Type	Crawl Space Foundation	Residential/Business/Other	Residential	Number of Employees	0
Total number of seats	0	Water Supply	Municipal Water	Desired Septic System Type	Alternative
If other septic system type, please explain		Additional Unique Setbacks Apply	No		

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Bachar_Abou-Mayaleh_2/15/2023.jpg	02/14/2023 20:30	Abou-Mayaleh, Bachar		Uploaded via CSS
lot 144 Meadow Glen- Authorize an owner legal representative_v1.pdf	02/15/2023 10:28	Nebel, Barbara	Available Online	Authorize to Act as Agent
Lot 144- Re-layout the septic permit_v1.pdf	02/15/2023 10:28	Nebel, Barbara	Available Online	Additional Supporting Information
Survey Lot 144_v1.pdf	02/15/2023 10:28	Nebel, Barbara	Available Online	Additional Supporting Information

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00009223	Limited Re-layout	$105.00	$105.00
	Total for Invoice INV-00009223	$105.00	$105.00
	Grand Total for Permit	**$105.00**	**$105.00**

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Completeness Check v.1		02/15/2023 11:08	02/15/2023 11:08
Confirm application complete v.1	Generic Action		02/15/2023 11:08
Fees v.1		02/15/2023 11:09	02/16/2023 11:47
Issue Invoice v.1	Generic Action		02/15/2023 11:09
Fees Paid v.1	Generic Action		02/16/2023 11:47
~~**Zoning Review v.1**~~			02/15/2023 11:08
~~Issue Invoice v.1~~	Generic Action		02/15/2023 11:08
~~Fees Paid v.1~~	Generic Action		02/15/2023 11:08
Permit Ready v.1			


Lot 145
N67°40'14"E
157.35'
EIP
EIP
N
15' SETBACK
Drainage Ditch
Repair
15' SETBACK
S22°25'29"E
78.29'
65'
65'
70'
5'
16' Deck
10'
5'
25'
20' UTILITY & DRAINAGE EASEMENT
25' SETBACK
8'-10"
CVB
House
LOT 144
(0.44 Acre)
40' SETBACK
52'
R/W
EIP
ST
PT
15'
30'
C1
N46°30'13"W
47.68'
(TIE ONLY)
Drainage Ditch
11'
DRIVE WAY
20' UTILITY & DRAINAGE EASEMENT
PK NAIL
EIP
125.07'
S67°40'34"W
IPS
128.01'
Lot 114
N22°19'42"W
1" = 20'
SCOTCH IRISH LANE
(50' PUBLIC R/W)
LOT 143

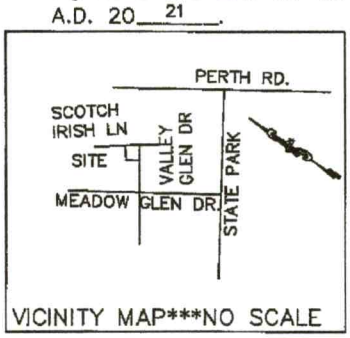
DAS DON ALLEN & ASSOCIATES, P.A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
131 Crosslake Park Drive – Suite 102 * Mooresville * NC * 28117
(704) 664-7029 (704) 664-8041 Fax

I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 1923, page 1113, and/or plat book 73, page 30, 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 1, day of NOVEMBER, A.D. 20 21.

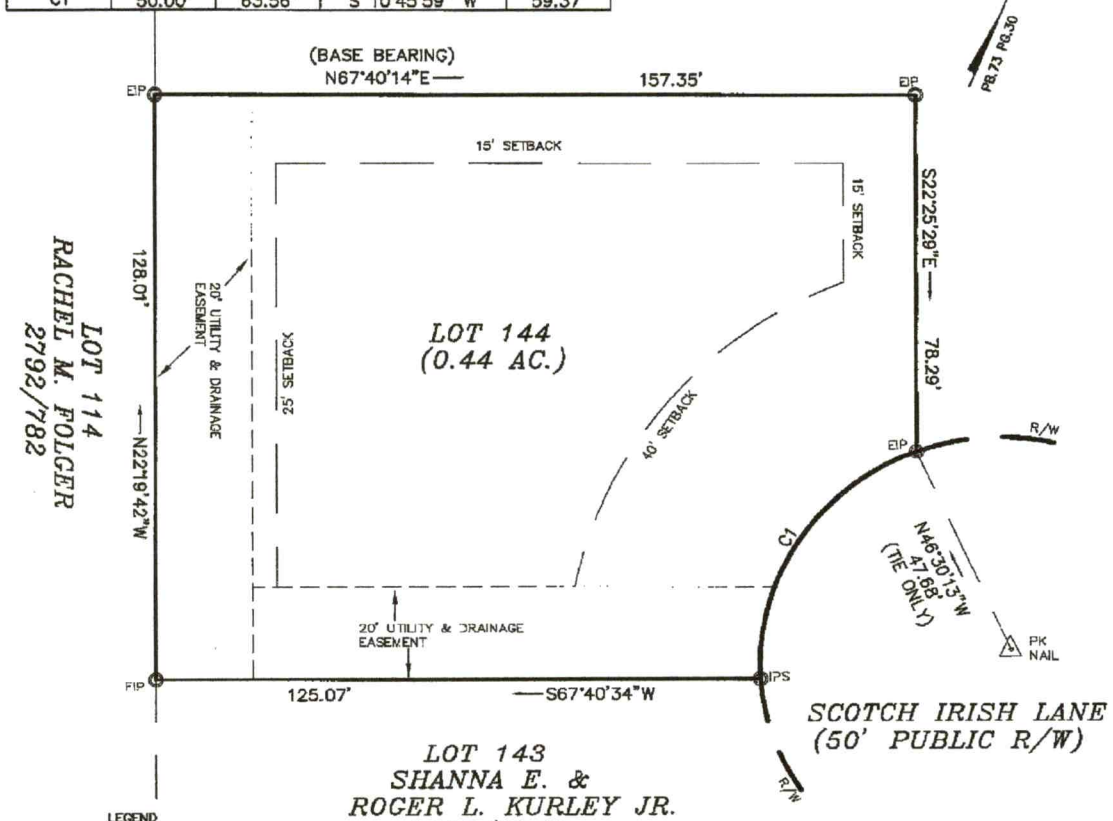
WILLIAM M. ALLEN

NORTH CAROLINA PROFESSIONAL SEAL L-3499 LAND SURVEYOR WILLIAM M. ALLEN



VICINITY MAP***NO SCALE

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	50.00'	63.56'	S 10°45'59" W	59.37'



LEGEND

E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
R/W = RIGHT-OF-WAY
CP = COMPUTED POINT

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) UNDERGROUND POWER
4) NO GRID MONUMENT FOUND WITHIN 2000 FEET.
5) SETBACKS SHOWN PER PLAT (PB.43 PG.26)

0' 15' 30' 60'
SCALE IN FEET

BOUNDARY SURVEY

OF

159 SCOTH IRISH LANE

LOT 144 MEADOW GLEN PHASE 4

FALLSTOWN TWSP., IREDELL CO., N.C.

SCALE 1" = 30'

ACQUIRED BY: BYSNA INVESTMENT 2 LLC

FIELD BOOK: –
FILE: MEADOW GLEN 144.DWG
DC FILE:
TAX MAP NO: 4730497247