BLDR-2022-11208

ICHD - ENVIRONMENTAL HEALTH DIVISION

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

PERMIT # OSWP-2022-4084

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

PIN # 4730-71-5722 ✓

APPLICANT / OWNER: HELMSMAN HOMES LLC

APPLICANT ADDRESS: PO Box 3965, MOORESVILLE, NC 28117

SITE ADDRESS: 127 SHADY COVE RD, TROUTMAN, NC 28166 ✓

PHONE: (980) 500-1251 ALT. PHONE: (980) 500-1251

SITE DIRECTIONS: W NC 150 -> R Perth -> L Shady Cove -> lot on L

SAP CONTROLLED: YES ☐ NO ☑

SUBDIVISION: Shady Cove Acres ✓ SECTION: 2 ✓ LOT #: 17 ✓ LOT AREA: 0.475 DESIGN FLOW: 360 L.T.A.R.: 0.275

Septic Tank: 1000 (gal)	STB: 160	Date: 6/27/23	☑ New System ☐ Repair ☐ Expansion	System Type: IV	☐ Residence	No. Bedrooms: 3	Water Supply: New Well
Pump Tank: 1000 (gal)	PT: 319	Date: 10/17/22	System Description: LP-VPPBPS		☐ Business	No. Persons: 6	
Pump Make: Liberty	Model: 280	Serial #:	Repair System Description: Exempt - partial		☐ Other	No. Employees:	
# Nitrification Fields: 1	# Lines: 5	Linear Ft.: 230	Maintenance Agreement Required: ☑ YES ☐ NO		☑ Slab	☐ Crawl Space	
Trench Width: 24	Trench Bottom Depth (Low side): 36		Gravel Depth: 0	☐ GRAVITY ☑ PRESSURE	☐ Basement w/ Plumbing	☐ Basement w/o Plumbing	

Comments / Conditions: Do not pave, grade, drive, park, or bury utilities in drainfield area. Install on contour, use low pressure distribution.
CVB: 2" Supply, 2' Pressure Head Use 5/32" holes Dose: 190.8 g Drawdown: 9" Runtime: 8.78 min

INITIAL SITE SKETCH

See attached
site plan & specifics
by Paul Penninger
approved 11/2/22

AS BUILT SKETCH

① & ⑤ = 7 panels each
② = 11 panels each
③ & ④ = 14 panels each

Tanks CW
Lines CVB 9/1/23

BCW 9-5-2023
- FLOATS
- ALARM
- PRESSURE HEAD
- ELECTRICAL

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: Date:

IMPROVEMENT PERMIT by: D Weber Date: 11/3/22

AUTHORIZATION TO CONSTRUCT by: D Weber Date: 11/3/22

Installed By: Sid Gaskins

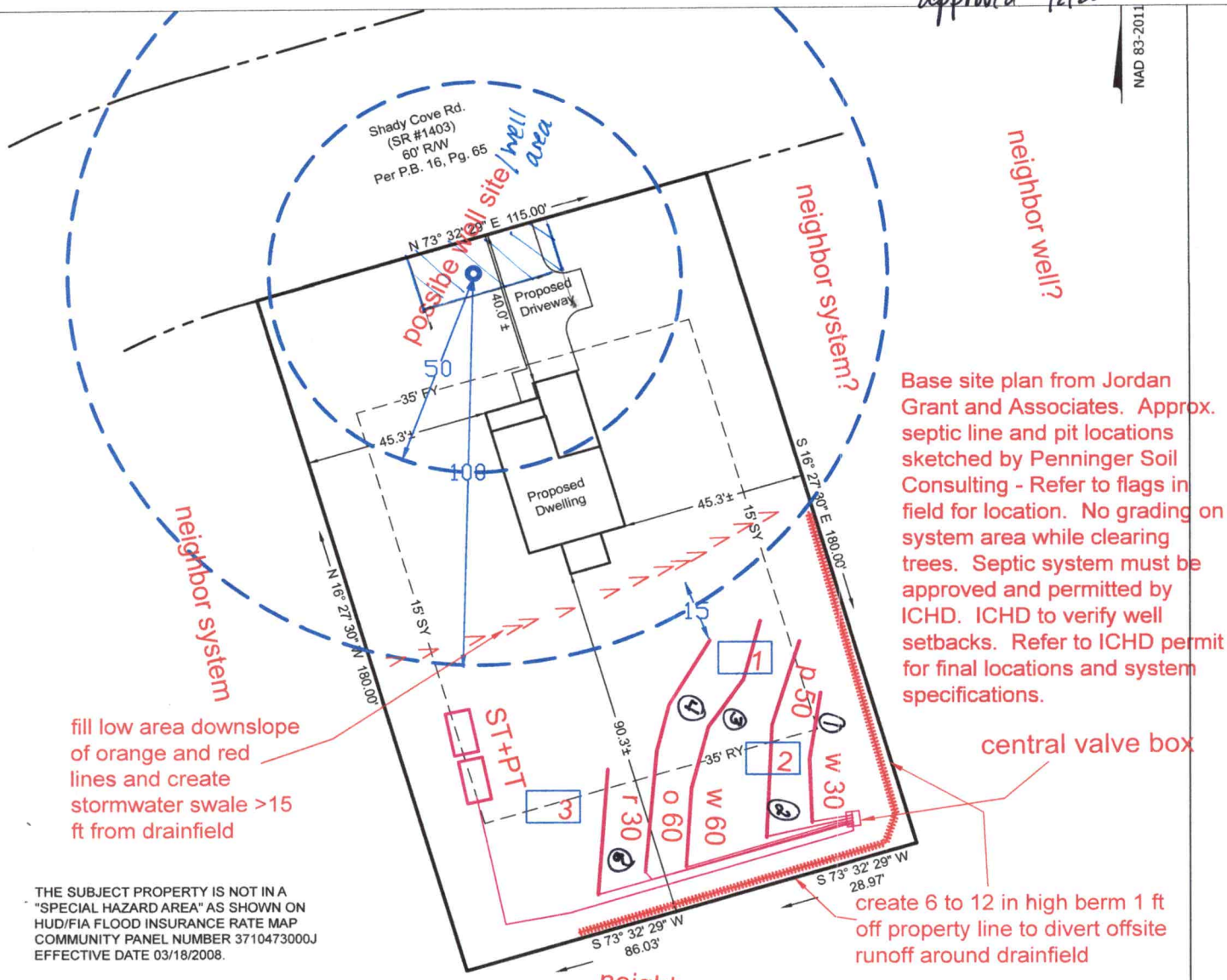
OPERATION PERMIT by: Not Required Date: 11/21/23

Existing System Inspected By: Date:

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

	Date	Initials
Drain Lines Checked	9/5	CW
Tanks Checked	9/5	CW
Pressure Manifold or Valve Box Checked	9/5	BW
Pressure Head Set	9/6	BW
Electrical Checked	9/6	BW
Floats Set	9/6	BW
Alarm Checked	9/6	BW
Maintenance Contract Y / N		

approved 11/2/22



THE SUBJECT PROPERTY IS NOT IN A "SPECIAL HAZARD AREA" AS SHOWN ON HUD/FIA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 3710473000J EFFECTIVE DATE 03/18/2008.

NOTES:

BOUNDARY DATA WAS COMPUTED FROM DEEDS/PLATS AND A SURVEY HAS NOT BEEN PERFORMED AT THIS TIME.

REFERENCE:

BEING ALL OF LOT 17 - SHADY COVE ACRES, SECTION II - AS RECORDED IN P.B. 16, PG. 65.- IREDELL COUNTY REGISTRY.

PROPERTY SUBJECT TO RESTRICTIVE COVENANTS LISTED IN D.B. 351, PG. 295, D.B. 414, PG. 32.

PROPERTY IS SUBJECT TO ANY AND ALL ZONING AND PLANNING ORDINANCES, EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

SETBACKS:

PROPERTY CURRENTLY ZONED: R-20 (IREDELL COUNTY)

PROPERTY SUBJECT TO A 35' FRONT YARD (FY), 15' SIDE YARD (SY) & 35' REAR YARD (RY) AS PER IREDELL COUNTY ZONING ORDINANCE.

PROPERTY LIES WITHIN WATERSHED OF "WS-IV CA" LAKE NORMAN.

APPROXIMATE STRUCTURAL/IMPERVIOUS COVERAGE:

TOTAL PROPERTY AREA: 20,700 SF, 0.475 AC.
PROPOSED DWELLING AREA: 1,046 SF, 0.024 AC.
PROPOSED DRIVEWAY/ SIDEWALK AREA: 602 SF, 0.013 AC.
APPROXIMATE STRUCTURAL COVERAGE: 1,046 SF, 0.024 AC, 5.05%
APPROXIMATE IMPERVIOUS COVERAGE: 1,648 SF, 0.037 AC, 7.96%

0 30 60 90

prints to 1"=40'

LEGEND	
FY	FRONT YARD SETBACK
RY	REAR YARD SETBACK
SY	SIDE YARD SETBACK
R/W	RIGH OF WAY
P.B.	PLAT BOOK
D.B.	DEED BOOK
PG.	PAGE

JORDAN GRANT
ENGINEERING • SURVEYING • PLANNING
JORDAN GRANT & ASSOCIATES, PLLC
P.O. BOX 151 * STATESVILLE, NC 28687
Matt.Grant@jordan-grant.com (704) 928-7919
FIRM # P-1227

Plot Plan For:

Helmsman Homes

DRAWN BY: IDV	CHECKED BY: JWE	SCALE: 1" = 30'
PIN NO: 4730-71-5722		
DEED REF: 1717-1509		
DATE OF MAP: 12-13-21	SURVEY DATE:	
REVISION:	DRAWING FILE: 20211213_12-13-21	

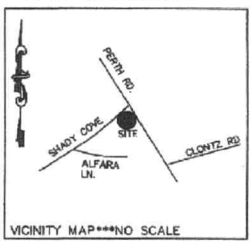
127 Shady Cove Rd., Troutman, NC 28166
Fallstown Twsp - Iredell County - North Carolina

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 1717, page 1509, and/or plat book 16, page 65, 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 28, day of MARCH, A.D. 20 22.

REVISED 7/19/22
ADDED BUILDER NOTES

Preliminary
WILLIAM M. ALLEN, PLS



VICINITY MAP***NO SCALE

LOT 19
CLAUDIA C. CAPELLAN
2231/1365

S73°32'29"W
115.00

PROPOSED SEPTIC AREA
35' REAR

LOT 16
TERESA L. &
RUSSELL COYLE
2767/1320

LOT 17
0.48 AC.

15' SIDE

45.2

BANYAN 1662

S16°27'30"E
180.00

15' SIDE

N16°27'30"W
180.00

45.3

35' FRONT

37.0

PROPOSED WELL

R/W

N73°32'29"E
115.00

R/W

LOT 18
SUSAN D. &
DANIEL D. BELLINGHAM
2100/598

CONC. CALC.
DRIVE = 479 SQ. FT.
WALK = 53 SQ. FT.

SHADY COVE RD
(60' R/W)

LEGEND
P.P. = POWER POLE
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 R-20 IREDELL ZONING.

0' 15' 30' 60'
SCALE IN FEET

PLOT PLAN SURVEY

OF
127 SHADY COVE RD
LOT 17 SHADY COVE ACRES SECTION 2
FALLSTOWN TWSP., IREDELL CO., N.C.

SCALE 1" = 30'
ACQUIRED BY: HELMSMAN HOMES

FIELD BOOK:
FILE: SHADY COVE 17 S2
DC FILE:
TAX MAP NO: 4730715722.000

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH, ENVIRONMENTAL HEALTH SECTION
ON-SITE WATER PROTECTION BRANCH

Sheet 1 of 1
PROPERTY ID #: 7730715722
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
(Complete all fields in full)

OWNER: Helmsman Homes
ADDRESS: 116 Gasoline Alley Ste 165 Mooresville
PROPOSED FACILITY: 3BR
PROPOSED DESIGN FLOW (.1949): 360 gpd
LOCATION OF SITE: 127 Shady Cove, Troutman 28166
APPLICATION DATE: 1
DATE EVALUATED: 10/19/22
PROPERTY SIZE: 0.48
PROPERTY RECORDED: Y 1965

WATER SUPPLY: ☐ Private ☐ Public ☒ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☐ Auger Boring ☒ Pit ☐ Cut
TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	8%	0-4	SCL	SSSP-FR SEXP	few YB around	62"	N/A	N/A	PS 0.275
		4-30	C - MABK	SP-FI SEXP					
		30-42	CL WSBK	SSSP-FR SCXP					
		42-62	SL - WSBK	"					
2	1.5-7%	0-8	SCL - WSBK	SSSP-FR SEXP	Sap Ind few-common	60"	W/A	N/A	PS .275
		8-28	C - MABK	SP-FR/FI SEXP					
		28-60	CL - WSBK	SSSP-FR-SEXP					
			Band of RCF 30-36		& HS	Pit	very moist		
3	1 2%	0-12	SCL WSBK	FR SEXP		60"	N/A	N/A	PS 0.275
		12-30	C MABK	FI SEXP					
		30-60	C/CL - WSBK	FI SEXP					
					sap few to common 30" +				
4									
					* Berm Ground Back Pump				

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)		exempt
System Type(s)	50%	50%
Site LTAR	0.275	0.275

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: D. Weberg
OTHER(S) PRESENT: P. Renninger

COMMENTS:

APPLICATION MUST BE FILLED OUT COMPLETELY & BE LEGIBLE OR IT WILL NOT BE PROCESSED

Iredell County Health Department – Environmental Health Division

PAGE 1: *APPLICATION FORM*

Application For: (x) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
(x) Septic Improvement Permit (x) 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: ( ) 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: **(PRINT CLEARLY)**

Applicant Name: Moriah Collins **Address:** 116 Gasoline Alley, STE 105, Mooresville, NC **Zip:** 28117

Applicant Email: mcollins@helmsmanhomes.com **Phone:** (980)-500-1251 **Alt. Phone:** _____

Owner Name: Helmsman Homes, LLC **Address:** _____ **Zip:** _____

Owner Email: _____ **Phone:** _____ **Alt. Phone:** _____

****

Property Information:

Street Address: 127 Shady Cove Rd, Troutman, NC 28166

Subdivision Name: Shady Cove Acres **Section/Phase:** _____ **Lot Number:** 17

Driving Directions: From Troutman Town Hall - Head northwest toward N Eastway Dr, Turn left onto N Eastway Dr, Turn right onto E Church St, Turn left onto S Main St, Turn right onto Wagner St, Continue onto Perth Rd, Turn right onto Shady Cove Rd

****

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

CHECK FOUNDATION TYPE

(x) New Single Family Residence — Maximum Number of Bedrooms: 3 — ( ) Crawl Space Foundation
( ) New Multi-Family Residence — Maximum Number of Occupants: 6 — ( ) Concrete Slab Foundation
( ) Accessory Building — ( ) Swimming Pool — ( ) Basement with Plumbing
( ) Bedroom(s) Addition — ( ) Other Addition/Structure: _____ — ( ) Basement without Plumbing
( ) Repair to failing septic system ___ Tank ___ Drain lines Describe Problem: _____

Non-Residential Site Development: Type of Business: _____
Square Footage of Building: _____ Max. Number of Employees: _____ Max. Number of Seats/Beds/Other: _____

****

Water Supply: ( ) Replacement Well – Reason: _____
( ) Multi-connection Well Number of Houses: _____ Number of Persons: _____

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

****

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

****

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. industrial) to be generated?
( ) Yes ( ) No Is the site subject to approval by any other public agency?

****

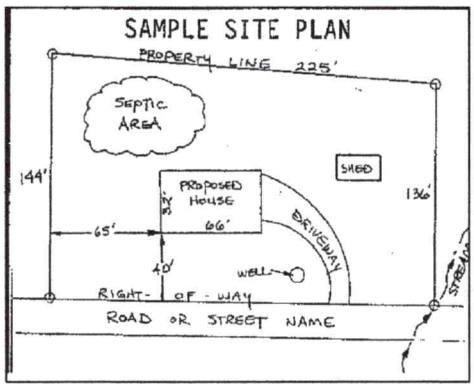
I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible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

Signature: Moriah Collins 06-22-2022
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) **DATE**

IREDELL COUNTY DEPARTMENT of ENVIRONMENTAL HEALTH

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 OR WELL PERMIT!!!***



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

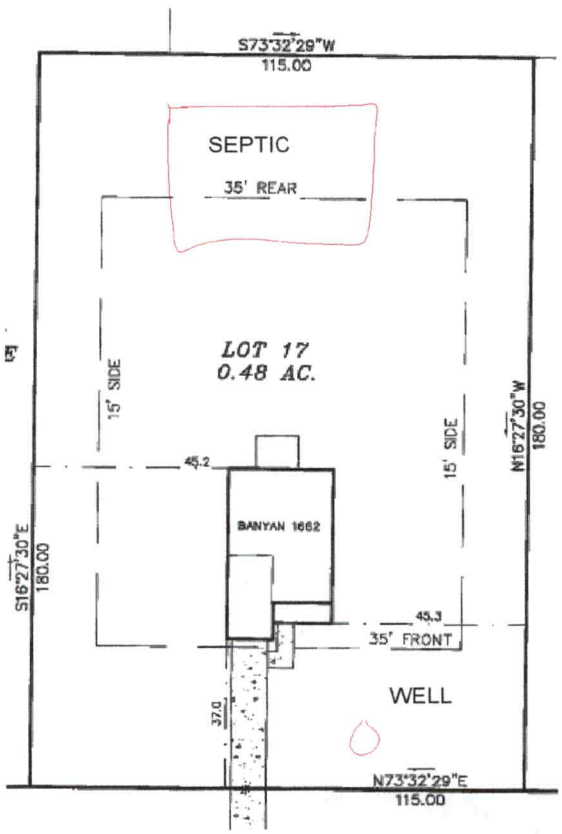
- ( ) Property Line measurements are clearly identified
- ( ) All proposed structures are indicated
- ( ) Front and side setbacks from property line
- ( ) Preferred driveway location
- ( ) Preferred well location
- ( ) Preferred septic system location
- ( ) North arrow, or other sufficient indicator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

Circle N/A on the following if appropriate:

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

USE THIS SPACE TO DRAW YOUR SITE PLAN

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



Signature: *Moriah Collins* 06-22-2022

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

IREDELL COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

DOCUMENTATION TO AUTHORIZE AN OWNER'S LEGAL REPRESENTATIVE

(Check and sign only ONE of the options below)

1. * APPLICANT AND OWNER ARE THE SAME. * (*Sign here*) Moriah Collins

Applications for permits require the "signature of the owner or owner's legal representative" (15A NCAC 18A .1937). If the owner does not sign the application himself or herself, they can submit any one of the following documents to designate their legal representative: *Power of Attorney; Real Estate Contract; Estate executor; Bankruptcy trustee; Court ordered guardianship*
In the absence of the above documentation, the property owner may provide the local health department with documentation that designates a legal representative. A property owner may:
Complete this form to document his or her legal representative, or provide his or her own form that contains the information in this form. If there are multiple property owners, then all property owners must sign the form that designates a legal representative.
By signing a form that designates a legal representative for purposes of 15A NCAC 18A .1937, the property owner authorizes that representative to act on their behalf in matters pertaining to the application and permitting process, including signing or receiving any application, document or permit. The owner retains full responsibility to meet all permit conditions specified by the local health department.

2. I, Helmsman Homes, LLC, am the legal owner(s) of the property located at 127 Shady Cove Rd, identified as

PIN (Parcel Identification Number) 4730.71.5722.000, located in Iredell County, North Carolina.

I do hereby authorize (**print legal representative/company name**) Helmsman Homes, LLC, _____, to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below.

- Application for Improvement Permit (IP) / Authorization to Construct (AC)
- Improvement Permit (IP) / Authorization to Construct (AC)
- Application for soil-site evaluation (new/repair)
- Application/permit for private drinking water well/well abandonment
- Application for Compliance Inspection

I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and the Iredell County Department of Public Health, Environmental Health Division.

Moriah Collins
Signature of Owner(s)

09-20-2022
Date

Mooresville - Environmental Health
ronda.hart@co.iredell.nc.us
Fax: 704-662-3239
610 E. Center Avenue, Mooresville, NC 28115

Statesville - Environmental Health
adrienne.shea@co.iredell.nc.us
Fax: 704-871-3483
349 N. Center Street, Statesville, NC 28677

ENVIRONMENTAL HEALTH REQUIREMENTS for SEPTIC and WELL PERMITS

The following items must be completed *PRIOR* to the *SUBMITTAL* of any Environmental Health Application. Incomplete applications will be returned to the applicant and cannot be processed or placed on the work list.

*** Initial all lines below to indicate you have submitted each form and completed every site requirement ****

x ____ **Complete all Environmental Health forms**:
_____ Application
_____ Site Plan including the dimensions of proposed structure, addition, pool etc.
_____ Documentation to Authorize Owner Agent (even if the property owner is the applicant – complete section 1 or 2)
_____ Copy of Zoning Permit when applicable
_____ Sign this sheet after you have completed all items

x ____ **Lot must be cleared of heavy undergrowth.** In order to evaluate the lot, the footprint of the proposed structure must be visible. Adequate area for the septic drain field and repair area must be sufficiently cleared of heavy undergrowth, with **50 feet of visibility** in all directions. Inspectors must be able to evaluate the property, shoot laser level elevations, layout the drain field, do soils work, etc. **If the lot is not cleared sufficiently, then a $100 site revisit fee will be charged and the evaluation will be put on HOLD until the requirement is met.**

x ____ **Clearly mark all property corners by locating existing iron or concrete markers**. Flag all property lines every 25 feet if adjacent corners are not visible when standing on any given corner. Property lines must be flagged by a licensed NC surveyor & easily identified **prior to application submittal** (exception may apply for septic repair evaluations only).
'Mow lines' and/or fence lines do NOT constitute marked lines. **If the property lines are not properly marked when the lot is ready to be evaluated, then the application will be put on HOLD and a $100 site re-visit fee charged**.

x ____ **Stake or flag the footprint of the proposed structure, addition, pool etc. to match the site plan submitted.** The proposed structure, etc. **must be staked** out on the property as per the site plan.

x ____ If an **Authorization to Construct (AC) is desired**, submit a recorded copy of the plat for newly created or subdivided lot(s) and a LEGIBLE copy of the basic floor plan no larger than 8 ½" x 14" for each floor of the structure including decks, porches, etc. **The overall dimensions must be clearly noted & the rooms labeled.**

Any site not meeting the above requirements when staff arrives for the evaluation will result in a $100 site revisit fee being charged and the request being placed on HOLD. This will delay the processing of the application.
Once work by Environmental Health staff begins, the up-front fees paid toward securing any health department permit are non-refundable. Refunds for work not started, due to a customer changing their mind or plans, are subject to an administrative fee of $50 to defray a portion of the costs of processing the refund.

Backhoe pits are required for all applications that require a soils evaluation.
DO NOT DIG PITS UNTIL THE EH SPECIALIST HAS AUTHORIZED AND SCHEDULED YOUR EVALUATION TIME.

- **All utilities shall be marked before pits are dug. Call NC 811 for this service.**
- **The applicant/agent is responsible for securing these services**
- **Backhoe pits are to be dug at the locations and depths determined by the Environmental Health Specialist or a NC Licensed Soil Scientist. A minimum of four pits must be dug.**
- **The EH specialist will contact you when your application is ready to be processed for pit scheduling.**
- **Your backhoe operator must be on site during the EH Specialist's evaluation to prevent your operator from having to return to the property for additional work.**

By signing below I am acknowledging the above specifications have been met and the site is READY to be evaluated AND I understand the backhoe pit requirement and will secure those services (if applicable).

Signature Moriah Collins **Date** 06-22-2022

Questions? Contact the Environmental Health Offices below:

Statesville Office
349 North Center Street (2nd Floor Building Standards)
Statesville, NC 28677-4063
Phone: (704)878-5305 ext. 3456

Mooresville Office
610 East Center Avenue (2nd Floor Govt. Center South)
Mooresville, NC 28115-2548
Phone: (704)660-3625

PERMIT SNAPSHOT REPORT OSWP-2022-6728 FOR IREDELL COUNTY

Permit Type: Environmental Health OSWP
Project:
App Date: 10/11/2022

Work Class: EH Septic Improvement Permit Repair
District: Iredell County
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: The house is under contract to sell. The buyer's septic inspection revealed a layed block tank and a loose PVC T fitting on the outlet side. I need a repair permit for the tank.

Parcel: 4645483476.000 Main
Address: 242 Templeton Rd Mooresville, NC 28117 Main
Zone: RA(Residential Agricultural District)

Applicant/Authorized Agent
HARKNESS BUILDERS INC
110 DUE WEST RD 242
TEMPLETON ROAD
MOORESVILLE, NC
28117-5902
Business: (704) 622-3074
Mobile: (704) 622-3074

Property Owner
HARKNESS BUILDERS INC
110 DUE WEST RD 242
TEMPLETON ROAD
MOORESVILLE, NC
28117-5902
Business: (704) 622-3074
Mobile: (704) 622-3074

Permit Custom Fields

How is your site plan being submitted	Custom Site Plan	Does the site contain any jurisdictional wetlands	No	Non-domestic Sewage Generated	No
Other Public Agency	No	Maximum Number of Bedrooms	4	Number of Occupants	8
Foundation Type	Concrete Slab Foundation	Residential/Business/Other	Residential	Water Supply	Existing Well
Desired Septic System Type	Conventional (most common)	Additional Unique Setbacks Apply	No		

Attachment File Name	Added On	Added By	Attachment Group	Notes
242 Templeton Rd 1999 permit for garage apartment septic_v1_v1.pdf	10/11/2022 16:51	Nebel, Barbara	Available Online	Additional Supporting Information
242 Templeton Rd 2001 septic permit for additional BR (never built)_v1 (1)_v1.pdf	10/11/2022 16:51	Nebel, Barbara	Available Online	Additional Supporting Information
242 Templeton Rd AA Owner is legal representative_v1_v1.pdf	10/11/2022 16:51	Nebel, Barbara	Available Online	Authorize to Act as Agent
242 Templeton Rd Survey With Septics Sketched In_v1_v1.pdf	10/11/2022 16:51	Nebel, Barbara	Available Online	Site Plan
242 Templeton Rd Survey With Septics Sketched In_v1_v1.pdf	10/11/2022 16:51	Nebel, Barbara	Initial Site Sketch	Initial Site Sketch

Invoice No.	Fee	Fee Amount	Amount Paid
NOT INVOICED	Existing System Septic Repair Evaluation	$0.00	$0.00
	Existing System Septic Repair Permit	$150.00	$0.00
	Total for Invoice NOT INVOICED	$150.00	$0.00
	Grand Total for Permit	**$150.00**	**$0.00**

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Completeness Check v.1			
Confirm application complete v.1	Generic Action		
Zoning Review v.1			
Iredell County Zoning Approval v.1	Task		
Issue Invoice v.1	Generic Action		
Fees Paid v.1	Generic Action		
Assign v.1			
Case Assigned v.1	Generic Action		
Lot Readiness Verification v.1			
OSWP Septic Preliminary Site Visit v.1	Inspection		

Water Management

INSPECTION AND MAINTENANCE AGREEMENT

STATE OF NORTH CAROLINA

This agreement is made and entered into this 3rd day of November, 2023, by and between Helmsman Homes (hereinafter referred to as the "Owner") and **Water Management of North Carolina, LLC** (hereinafter referred to as 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(a) system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Administrative Code 18A.1900 et seq.; and

WHEREAS, 15A N.C. Administrative 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. Administrative 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. Administrative Code 18A.1961 to manage the 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:

127 Shady Cove Road, Troutman, NC.

a) The contractor shall inspect, document, and report the system at least at the frequency required in Table V(b) of 15A N.C. Admin. Code 18A.1961(b), to satisfy conditions of the Operation Permit and to comply with manufacturers' operation requirements.

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

c) The Contractor shall notify the Owner of needed repairs, which are outside of the

scope of routine maintenance described in this contract. 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.

d) 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:

- **$450 per year, billed at $225.00 twice per year.**

The annual fee may be amended upon sixty (60) days advance notice to the Owner. 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% per month.

b) Within 30 days of receipt of notice of needed repairs, 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 the 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 of this Agreement, 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. 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; or

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 terminate this Agreement without cause, by notification to the Owner no less than ninety (90) days in advance of the termination date. The Contractor may also 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 the system upon thirty (30) days written notice to the Owner and to the local health department.

Water
Management

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 the 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: Helmsman Homes
116 Gasoline Alley, Suite 105
Mooresville, NC 28117

To the Contractor: **Water Management**
4744 Celia Creek Road
Lenoir, NC 28645

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 deliver, 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, the system 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 as 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.

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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.

Helmsman Homes

(Owner)

Peter Foster . 11/03/23

(Peter Foster) (Date)

Water Management of North Carolina, LLC

(Contractor)

Sidney L. Gaskins, Jr. 9/10/2023

(Sidney L. Gaskins, Jr.) (Date)