

APPALACHIAN DISTRICT HEALTH DEPARTMENT
OPERATION PERMIT

PERMIT # 8059855

NAME Shops at Twin Rivers POA, Inc. DATE 03/24/05

SUBDIVISION Shops of Twin Rivers LOT # 1 - 7 TAX MAP REF# See Below

SYSTEM INSTALLED AS DESCRIBED ON AUTHORIZATION PERMIT: (Y) (N) IF NOT SHOW NEW DIAGRAM
TYPE OF SYSTEM INSTALLED Perc-Rite Drip Irr. PME REQUIRED (Y) (N) TYPE (I-VI) V

DESIGN FLOW SAME AS ON AUTHORIZATION PERMIT (Y) (N) DESCRIBE _____

SYSTEM REQUIREMENTS: TANK SIZE 1500 # TRENCHES _____ TRENCH LENGTH _____ (FT) STEP DOWNS _____

TRENCH WIDTH _____ (FT) TRENCH DEPTH _____ (IN) TRENCH SEPARATION _____ (FT)

DISTRIBUTION DEVICE: _____ STONE DEPTH _____ (IN) SOIL COVER _____ (IN)

OF UNITS 24 employees total # OF BEDROOMS _____

CONDITIONS: Pay Pin #'s: lot 1-1889-70-1803, lot 2-1889-60-9769, lot 3-1889-60-873077, lot 5-1889-60-6790, lot 6-1889-60-6608, lot 7-1889-60-4601

CHANGING THE CHARACTERISTICS OR DESIGN FLOW OF THIS SYSTEM COULD RESULT IN REVOCATION OF THIS PERMIT, LOSS OF PERMANENT ELECTRICAL SERVICE AND/OR LEGAL ACTION.

Conditions of Operations Permit

This permit is issued for retail and office business only with a total of 24 employees. Each lot or unit having the specified allotment of employees as described in the Amendment to the Declaration of Covenant, Conditions and Restrictions presented to this department on 03/24/05. The number of employees allowed onto this system may be increased to a total of 32 employees once a second well is drilled (any well servicing over 24 employees is classified as a public water system).

There are to be no public restrooms.

New maintenance and inspection agreements must be given to this department with any changes in ownership or operator in responsible charge, (ORC).

Perc-Rite System monitoring requirements conditions:

The ORC shall provide monitoring reports to the health department which include a log of all malfunction incidences/notifications and maintenance activities and wastewater volume delivered to each zone between each required monitoring period. Minimum maintenance during each required inspection shall include visual observation of the dripfield(s), checking/cleaning filter screen(s), measured dosing flow rate to each zone, and recording of flow meter reading, pump run times and cycle counts. Flushing flow rates and pressure head measurements during flushing at the inlet and outlet of each field zone shall be taken at least once per year.

Sampling must be done by the ORC per the Innovative Wastewater system approval number IWWS 93-1-R3.

Pura-Flow and other system monitoring requirements:

At each inspection the ORC shall, at a minimum, observe and monitor:

- wastewater level in the tanks,
- the septic tank outlet filter or screened pump vault for clogging,
- water tightness of tanks, risers and pipe connections at tanks,
- operation of pumps, floats, valves, electrical controls and alarms,
- pumping frequency from pump impulse counters and elapsed run time meters,
- the peat modules and the earthen mound and/or landscape retaining wall for any structural damage, accessibility, adequate ventilation, excess odors, insect infestations,
- vegetative growth over the drainfield,
- the drainfield area for surfacing the effluent, and
- a sample of peat biofilter effluent collected from the sampling point to check for effluent clarity and odor (note: peat biofilter effluent may have a brackish to straw color from the humic and fulvic acids naturally present in the peat media).

At least twice per year the ORC shall, at a minimum, measure and report to the health department:

- sludge and scum levels in the septic tank,
- sludge level and grease presence in the pump tank,
- pump delivery rate (drawdown test), and
- dosing volume and measure or calculate average pump run time.

Sampling must be done by the ORC per the Innovative Wastewater system approval number IWWS-98-1-R3.

See Engineered septic system file for complete File.
William E. Drummond 3/24/05
William Drummond, President
Shops of Twin Rivers POA, Inc.

FINAL APPROVAL OF THIS SYSTEM SHALL INDICATE THAT THE SYSTEM HAS BEEN INSTALLED IN ACCORDANCE WITH APPLICABLE PERMIT CONDITIONS, LAWS, AND RULES, BUT IN NO WAY SHOULD BE TAKEN AS A GUARANTEE THAT THE SYSTEM WILL FUNCTION SATISFACTORILY FOR ANY GIVEN TIME.

SYSTEM INSTALLED BY: Jack Harmon (Perc-Rite)

OPERATOR NAME Triple T (Mike Garlock)

ENVIRONMENTAL HEALTH SPECIALIST

03/24/05
DATE

OF ATTACHMENTS _____

APPALACHIAN DISTRICT HEALTH DEPARTMENT

ASHE COUNTY
P.O. BOX 208
JEFFERSON, NC 28640
(336) 246-7959

ALLEGHANY COUNTY
P.O. Box 309
SPARTA, NC 28675
(336) 372-8813

WATAUGA COUNTY
126 POPLAR GROVE CONNECTOR
BOONE, NC 28607
(828) 264-4995

APPLICATION FOR IMPROVEMENT PERMIT AND/OR AUTHORIZATION TO CONSTRUCT

MUST FILL OUT COMPLETELY

APPLICANT SHOPS OF TWIN RIVERS POA, INC PHONE 828 963 7020 DATE 3/24/05

APPLICANT ADDRESS 7803 Hwy 105 SOUTH COUNTY WATAUGA

AGENT William Drummond / PRESIDENT AGENT ADDRESS _____ PHONE _____

LOCATION OF PROPERTY TO BE EVALUATED/ GIVE DETAILED DIRECTIONS: Hwy 105 TO FOSCOE, LEFT
INTO SHOPS OF TWIN RIVERS

SUBDIVISION NAME SHOPS OF TWIN RIVERS LOT # 1-7 SECTION _____ DATE PLATTED 7/15/04

LOT SIZE _____ TAX PIN # _____ ZONING/WATERSHED RESTRICTIONS?? YES _____ NO _____

APPLICATION FOR: () HOUSE () MOBILE HOME () APARTMENTS () OTHER # OF BEDROOMS _____
IF SITE IS FOR A MODULAR HOME, WILL A PAD BE REQUIRED FOR A CRANE? _____ YES _____ NO _____ PAD SIZE _____

SPECIAL FIXTURES: (JACUZZI, HOT TUB, POOL, ETC) _____ BASEMENT? _____ FIXTURES IN BASEMENT _____

IF APPLICATION FOR BUSINESS / OTHER: TYPE RETAIL OFFICE NUMBER OF EMPLOYEES 24

TYPE OF WATER SUPPLY: WELL ☒ (PRIVATE) ☒ SHARED SPRING _____ COMMUNITY SYSTEM _____ (SHOW LOCATION ON SITE PLAN)

ANY HEALTH DEPARTMENT PERMIT ISSUED IS SUBJECT TO REVOCATION IF SITE PLANS OR THE INTENDED USE CHANGES

PLEASE READ THE INSTRUCTIONS PROVIDED TO ACCURATELY FILL OUT THIS APPLICATION. PROVIDE A SITE PLAN DIAGRAM ON THE REVERSE SIDE OF THIS FORM. (SAMPLE DIAGRAM PROVIDED ON BACK OF INSTRUCTION SHEET.)

I CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT AND WILL NOT BE ALTERED WITHOUT PRIOR HEALTH DEPARTMENT APPROVAL.

THIS APPLICATION AND FEES PAID WILL BE VALID FOR A PERIOD OF TWELVE MONTHS FROM DATE OF RECEIPT. AFTER 12 MONTHS THE APPLICATION IS VOID AND THE APPLICATION FEE IS NON-REFUNDABLE.

PLAT ATTACHED: YES _____ NO _____

HOUSE STAKED: YES _____ NO _____

HOLES DUG: YES _____ NO _____

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

William E. Drummond

ON-SITE WASTE WATER PERMITS FEE SCHEDULE

RESIDENTIAL RATES: 2 - 3 Bedrooms \$300.00
4 - 5 Bedrooms \$400.00

COMMERCIAL RATES: 100 - 360 Gallons \$300.00
361 - 500 Gallons \$400.00

(COMMERCIAL & RESIDENTIAL) - IF OVER 500 Gallons add \$250.00 extra for each additional 500 Gallons, or any portion thereof.
(FEE INCLUDES \$150.00 SITE EVALUATION FEE)

OTHER CHARGES

EXPANSION OF EXISTING SYSTEM \$150.00
CHANGE ON EXISTING PERMIT (LIMITED) \$150.00
CHANGE ON EXISTING PERMIT (COMPREHENSIVE) FULL PERMIT FEE
RENEWAL OF OUTDATED PERMIT \$150.00
ADDITIONAL SITE VISIT FEE (OVER 3 VISITS) \$ 50.00 PER VISIT

(FEE INCLUDES A NON-REFUNDABLE \$25.00 ADMINISTRATION PROCESSING CHARGE.)

*PLAT = A PROPERTY SURVEY PREPARED BY A REGISTERED LAND SURVEYOR (RLS) DRAWN TO SCALE NOT TO EXCEED 1" = 60' AND INCLUDES: THE SPECIFIC LOCATION OF THE FACILITY AND APPURTENANCES - THE SITE FOR THE PROPOSED WASTEWATER SYSTEM - LOCATION OF WATER SUPPLIES AND SURFACE WATER.

** SITE PLAN MEANS A DRAWING NOT NECESSARILY DRAWN TO SCALE THAT SHOWS: EXISTING AND PROPOSED PROPERTY LINES WITH DIMENSIONS - LOCATION OF FACILITY AND APPURTENANCES - SITE FOR PROPOSED

the POA, upon dissolution, shall provide for the continued proper operation, maintenance and repair of its System.

Math
Health
Department

4. The POA, except upon dissolution, shall not transfer, convey, assign or otherwise relinquish or release its responsibility for the operation, maintenance and repair of its System.
5. The POA shall enforce and abide by the Inspection and Maintenance Agreement executed on behalf of the POA by its President on July 12, 2004, and all renewal agreements, pertaining to the System.
6. The allotment per Lot Owner for use of the System shall be as follows:

Lot 1:	4 persons
Lot 2:	4 persons
Lots 3 & 4:	12 persons, further divided as follows:
Unit A:	2 persons
Unit B:	2 persons
Unit C:	3 persons
Unit D:	2 persons
Unit E:	3 persons
Lot 5:	4 persons
Lot 6:	4 persons
Lot 7:	4 persons

Mike Garlock
small leak
but getting it fixed
only using
2/3 rds

7. No transfer, sale, lease, change or modification to these allocations may be made without the prior written approval of the POA and the Appalachian District Health Department.
8. Further, no renovations or structural changes may be made to the premises without the prior written approval of the POA and the Appalachian District Health Department.

Except as hereby amended, the Declaration of Covenants, Conditions and Restrictions recorded in Book 608, Page 125, of the Watauga County, North Carolina, Public Registry, shall remain in full force and effect.

THE SHOPS AT TWIN RIVERS
PROPERTY OWNERS ASSOCIATION, INC.

William E. Drummond
William E. Drummond, President

3400/yr
repairs
going to
\$1000/yr

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, Donna M. Walker, a Notary Public of said County and State, certify that William E. Drummond personally came before me this day and acknowledged that he is President of The Shops at Twin Rivers Property Owners Association, Inc., a North Carolina Non-Profit corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 23 day of March, 2005.



Notary Public

Donna M. Walker

My Commission Expires: 10-31-07

Possible
\$3000
- \$4000
Peat needs
to be
replaced
in p.c.
tree pods

How much
to go
Peat

APPALACHIAN DISTRICT HEALTH DEPARTMENT
OPERATION PERMIT

NAME J.R. Cunningham DATE 8/20/01

PERMIT # 959955

SUBDIVISION - LOT # - TAX MAP REF# 1888-99-6051

SYSTEM INSTALLED AS DESCRIBED ON AUTHORIZATION PERMIT: (X) (N) IF NOT SHOW NEW DIAGRAM
TYPE OF SYSTEM INSTALLED Deep Trench PME REQUIRED (Y) (N) TYPE (I-VI) VE
DESIGN FLOW SAME AS ON AUTHORIZATION PERMIT (X) (N) DESCRIBE _____

SYSTEM REQUIREMENTS: TANK SIZE 1500 # TRENCHES 300 TRENCH LENGTH _____ (FT) STEP DOWNS _____
TRENCH WIDTH _____ (FT) TRENCH DEPTH _____ (IN) TRENCH SEPARATION _____ (FT)
DISTRIBUTION DEVICE: _____ STONE DEPTH - (IN) SOIL COVER 12 (IN)
OF UNITS 6 units 24 ppl employees # OF BEDROOMS None
CONDITIONS: _____

CHANGING THE CHARACTERISTICS OR DESIGN FLOW OF THIS SYSTEM COULD RESULT IN REVOCATION OF THIS PERMIT, LOSS OF PERMANENT ELECTRICAL SERVICE AND/OR LEGAL ACTION.

Failure to Maintain this system per plans & Maintenance agreement may result in revocation of this permit.

If the ownership of this system changes then a maintenance agreement between the new owner & a subordinate operator must be presented to this office.

FINAL APPROVAL OF THIS SYSTEM SHALL INDICATE THAT THE SYSTEM HAS BEEN INSTALLED IN ACCORDANCE WITH APPLICABLE PERMIT CONDITIONS, LAWS, AND RULES, BUT IN NO WAY SHOULD BE TAKEN AS A GUARANTEE THAT THE SYSTEM WILL FUNCTION SATISFACTORILY FOR ANY GIVEN TIME.

SYSTEM INSTALLED BY: Jack Harrison (PricRita) OPERATOR NAME Mike Garlock (operator)

ENVIRONMENTAL HEALTH SPECIALIST

DATE 8/20/01

OF ATTACHMENTS _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

(THIS AUTHORIZATION SHALL BE VALID FOR A PERIOD OF 5 YEARS FROM DATE OF ISSUANCE)

NAME T.R. Construction DATE 3/22/01

PERMIT # 959955

LOCATION Hwy 105 to Forest Hill Rd at Twp P.

SUBDIVISION _____ LOT# _____ TAX MAP REF. # 188-98-6-52

SYSTEM REQUIREMENTS: # TRENCHES _____ TRENCH LENGTH _____ (FT)

TRENCH WIDTH _____ (FT) TRENCH DEPTH _____ (IN) SYSTEM TYPE: _____

TRENCH SEPARATION _____ (FT) SOIL COVER _____ (IN) TANK SIZE _____ (GAL.)

RESIDENTIAL _____	# OF UNITS <u>1</u>
BUSINESS/OTHER _____	# OF BEDROOMS _____
TYPE _____	
SPECIAL FIXTURES _____	GALS. _____
BASEMENT YES _____ NO _____	
FIXTURES IN BASEMENT YES _____ NO _____	
WATER SUPPLY: WELL _____ SPRING _____	
PUBLIC _____ PRIVATE _____	

Septic System is to be installed per engineer's plans submitted to this office by Benjamin Thomas, R.E. + sealed by the same.

There is to be no installation or site preparation before the Health Dept. meets with the engineer, owner, installer + subscriber operator.

The owner + the subscriber operator must have a maintenance agreement before an installation takes place.

If there are any questions call the Health Dept.

Final inspection of the Septic System must include the engineer's approval per Rule 1938.62.

- 1) SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT # _____
- 2) SYSTEM SHALL NOT BE COVERED OR PUT INTO OPERATION UNTIL INSPECTED BY HEALTH DEPT.
- 3) ANY ALTERATIONS IN SITE OR SOIL CONDITIONS, MODIFICATION IN USE, DESIGN FLOW OR CHARACTERISTICS MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

OTHER CONDITIONS: _____

THIS AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION MUST BE COMPLETED BY THE HEALTH DEPARTMENT PRIOR TO ISSUANCE OF BUILDING PERMITS AND PRIOR TO THE INSTALLATION, CONSTRUCTION, OR REPAIR OR THE WASTEWATER SYSTEM.

[Signature] 3/22/01 [Signature] 4/5/01
ENVIRONMENTAL HEALTH SPECIALIST DATE OWNER/AGENT DATE

FEE

APPALACHIAN DISTRICT HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION
Boone 264-4995 Jefferson 246-7959 Sparta 372-8813

Permit # 959955

IMPROVEMENT PERMIT

(NOT AN AUTHORIZATION FOR BUILDING PERMIT)

OWNER J. R. Conner COUNTY WataugaDIRECTIONS TO PROPERTY Hwy 105 to Foscoe lot is on the left, on the right of
Twin Rivers Subdiv. 0SUBDIVISION _____ LOT # _____ SECTION # _____ LOT SIZE 9.03 acSYSTEM APPLIED FOR: RESIDENTIAL _____ # OF UNITS FE 6 # OF BEDROOMS _____BUSINESS/OTHER 248 sq ft TYPE Rehab only SPECIAL FIXTURES _____ GALSESTIMATED DAILY FLOW/GPD 600 BASEMENT YES () NO (x) FIXTURES IN BASEMENT YES () NO (x)REPAIR AREA REQUIRED YES (x) NO () TYPE Drip irrigation

SOIL/SITE EVALUATION: SOIL GROUP _____ TEXTURE _____ SOIL DEPTH _____

SLOPE _____ % DEPTH TO RESTRICTIVE HORIZON _____

LTAR _____ DEPTH TO SOIL WETNESS _____ OTHER _____

WATER SUPPLY: WELL (x) SPRING () PUBLIC () PRIVATE (x)*** SITE CLASSIFICATION: _____ SUITABLE x PROVISIONALLY SUITABLE _____ UNSUITABLE ***

See Soil evaluation by Soil & Environmental Consultants, Inc.
for soil description.

THE IMPROVEMENT PERMIT SHALL BE VALID FOR A PERIOD OF FIVE YEARS IF A SITE PLAN IS SUBMITTED, OR VALID WITHOUT EXPIRATION IF ACCOMPANIED WITH A SCALED PLAT PREPARED BY RLS, AND UPON A SATISFACTORY SHOWING TO THE HEALTH DEPARTMENT THAT THE SITE AND SOIL CONDITIONS AS DESCRIBED ON THE DATE OF ISSUANCE ARE UNALTERED; THAT THE FACILITY, DESIGN WASTEWATER FLOW, AND WASTEWATER CHARACTERISTICS ARE NOT INCREASED AND THAT THE WASTEWATER SYSTEM CAN BE INSTALLED TO MEET THE REQUIREMENTS AS LISTED ABOVE.

Alan M. [Signature]
ENVIRONMENTAL HEALTH SPECIALIST3/22/01
DATE

I CERTIFY THAT I HAVE REVIEWED AND AGREE TO THE PROVISIONS/CONDITIONS OF THIS PERMIT AND ANY CHANGES WILL BE MADE ONLY WITH PRIOR HEALTH DEPARTMENT APPROVAL.

[Signature]
OWNER/AUTHORIZED AGENT4/5/01
DATE

STATE OF NORTH CAROLINA

INSPECTION AND MAINTENANCE AGREEMENT

COUNTY OF Watauga

THIS AGREEMENT is made and entered into this 17 day of August 2001 by and between TR Construction, LLC. or Assigns (hereinafter the "Owner") and Mike Garlock (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 V(a) 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 V(a) 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 the corner of 105 South and Twin Rivers Drive. Same Systems as the Shops at Twin Rivers.

- 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 V(a) System.
- b. The Contractor shall perform the following routine maintenance procedures in accordance with the conditions of the Operation Permit:
 - (1) Disk Filter Maintenance
 - (2) Drain Field Inspections
 - (3) Meter Reading Recordings
 - (4) Alarm Testing
 - (5) Recording, Flushing, Flow and Irrigation Rates
 - (6) And Any Other Conditions Provided on Operating Permit
 - (7) Owner is responsible for mowing drain fill area. If mowing is not done, Contractor will notify Owner. If not mowed within ten (10) days of notification, Contractor may mow and charge Owners for all costs incurred.
- 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 V(a) 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 therefore 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 ISA N.C. Admin. Code 18A.1961(b) for a Type V(a) System.
- g. The Contractor shall respond to a request for a non-scheduled service or maintenance call within 24 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 five (5) percent (5%) 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 non-scheduled 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 seven (7) percent (7%) 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 for three (3) years.

- 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. Automatic Renewal.
The Parties may mutually agree to renew this contract each consecutive three (3) year period.

4. 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.

5. 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.

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

7. No Implied Waiver. The waiver by either Party of 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 provisions 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.

8. 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:

Shops at Twin Rivers, POA
189 Calloway Road
Boone, NC 28607

To the Contractor:

Mike Garlock
114 Browns Chapel Crest
Boone, NC 28607

To the Local Health Department:

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.

9. Place of Agreement. This Agreement and any questions concerning its validity, construction or performance 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.

10. 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.

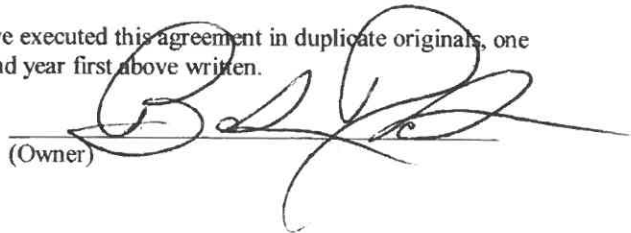
11. Severability. In the event that any provision of the Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate 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.

Attest:



(Owner)



Attest:



(Contractor)



TABLE V(b)

MANAGEMENT ENTITY RESPONSIBILITIES

System Classification	Management Entity	Minimum System Inspection/Maintenance Frequency	Reporting Frequency
Type I	Owner	N/A	N/A
Type II	Owner	N/A	N/A
Type III	Owner	N/A	N/A
Type IV	Public Management Entity With a Certified Operator or a Private Certified Operator	2/yr.	12 mos.
Type V (a) & (b)	Public Management Entity With a Certified Operator or a Private Certified Operator	a. 2/yr (0-1500 GPD) 4/yr (1500-3000 GPD) 12/yr (3000-10000 GPD) 1/wk (> 10000 GPD) b. 12/yr (3000-10000 GPD) 1/wk (> 10000 GPD)	6 mos.
(c) & (d)	Public Management Entity With Certified Operator	c. 4/yr. d. 12/yr.	
Type VI	Public Management Entity With a Certified Operator	a. 1/wk(3000-10000 GPD) 2/wk(10000-25000 GPD) 3/wk(25000-50000 GPD) 5/wk(> 75000 GPD) b. 12/yr.	3 mos.

(c) A sewage collection, treatment, and disposal system that creates or has created a public health hazard or nuisance by surfacing of effluent or discharge directly into ground water or surface waters, or that is partially or totally destroyed shall be repaired within 30 days of notification by the state or local health department unless the notification otherwise specifies a repair period in writing. If a system described in the preceding sentence has for any reason been disconnected, the system shall be repaired prior to reuse. The state or local health department shall use its best professional judgement in requiring repairs that will reasonably enable the system to function properly. If, for any reason, a sewage collection, treatment, and disposal system is nonrepairable, the system shall not be used.

(d) When necessary to protect the public health, the state or local health department may require the owner or controller of a malfunctioning system to pump and haul sewage to an approved sanitary sewage system during the time needed to repair the system.

History Note: Filed as a Temporary Amendment Eff. July 3, 1991, for a period of 180 days to expire on December 30, 1991;

Filed as a Temporary Amendment Eff. June 30, 1990, for a period of 180 days to expire on December 27, 1990;

Statutory Authority G.S. 130A-335(e) and (f);

Eff. July 1, 1982;

Amended Eff. August 1, 1991; October 1, 1990; January 1, 1990; August 1, 1988.

TABLE V(a)

LOCAL HEALTH DEPARTMENT RESPONSIBILITIES

<u>System Classification</u>	<u>System Description</u>	<u>Permits Required</u>	<u>Minimum System Review Frequency</u>
Type I	a. Privy b. Chemical toilet c. Incinerating toilet d. Other toilet system e. Grease trap	Improvement Permit and Operation Permit	N/A
Type II	a. Conventional septic system (single-family or 480 GPD or less) b. Conventional septic system with 750 linear feet of nitrification line or less c. Conventional system with shallow placement	Improvement Permit and Certificate of Completion	N/A
Type III	a. Conventional septic system > 480 GPD (excluding single-family residence) b. Septic system with single effluent pump or siphon c. Gravity fill system d. Dual gravity field system e. PPBP system, gravity dosed f. Large diameter pipe system g. Other non-conventional trench systems	Improvement Permit and Operation Permit	5 yrs.
Type IV	a. Any system with LPP distribution b. System with more than 1 pump or siphon	Improvement Permit and Operation Permit	3 yrs.
Type V	a. Sand filter pretreatment system b. Any > 3,000-GPD septic tank system with a nitrification field designed for > 1500 GPD c. Aerobic Treatment Unit (ATU) d. Other mechanical, biological, or chemical pretreatment plant (< 3000 GPD)	Improvement Permit and Operation Permit	12 mos.
Type VI	a. Any > 3,000 GPD system with with mechanical, biological, or chemical pretreatment system plant b. Wastewater reuse/recycle	Improvement Permit and Operation Permit	6 mos.

Waste Water Systems of North Carolina

**3305-B Durham Drive
Raleigh, North Carolina 27603
(919) 779-6301
(Fax) (919) 779-0826**

August 17, 2001

**Mr. Alan McKinney, REHS
Appalachian District Health Department
141 Health Center Drive
Boone, North Carolina 28607**

Fax To: (828) 264-4997

**Re: Perc-Rite Drip Irrigation System Certification-Twin Rivers Commercial Center,
Foscoe, N.C.**

Dear Mr. McKinney:

Based upon a site inspection visit yesterday, Thursday, August 16, 2001, at the above referenced location, the operation and performance of the Drip Irrigation unit and related system installation appeared to be in compliance with the approved drawings and to perform in substantial accordance with the intent of the design objectives. Please note that the dialer was unable to be tested because the telephone line was not yet activated. However, the phone line and dialer is in place. I will return to the site next week on Tuesday, August 21, to confirm its activation and programming. In the meantime, all other aspects of the drip disposal system appear to be functioning properly.

For warranty purposes the effective beginning date is August 17, 2001. Please do not hesitate to call if any questions arise, or additional information required.

Sincerely,


**John R. Harman, P.E.
Product Representative**

WEST AND ASSOCIATES, P.A.

Consulting Engineers

August 17, 2001

Mr. Allen McKinney
Appalachian District Health Department
141 Health Center Drive
Boone, NC 28607

RE: Subsurface Wastewater Disposal System
For Commercial Tract of T. R. Construction Co., Foscoe

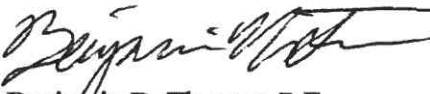
Dear Mr. McKinney:

This letter is to certify that the above referenced system has been installed, to the best of our knowledge, as per the plans and specifications prepared by our firm.

If you need additional information, please let me know.

Sincerely,

WEST AND ASSOCIATES, P.A.


Benjamin B. Thomas, P.E.

cc: Mr. Baxter Palmer



APPALACHIAN DISTRICT HEALTH DEPARTMENT

141 Health Center Drive

Boone, NC 28607

Environmental Health Center

Boone 828-264-4995

Jefferson 336-246-7959

Sparta 336-372-8813

APPLICATION FOR SITE EVALUATION AND PERMIT

*Call Baxter Palmer to
meet you here*

Irby Rente

963-9201

813-361-9043

OWNER/AGENT TR Construction

COUNTY Watauga

PHONE 963-8110 DATE 5/8/2000

MAILING ADDRESS 189 Calloway Road Boone

LOCATION OF PROPERTY TO BE EVALUATED/GIVE DETAIL DIRECTIONS: 105 to entrance to
Twin Rivers Just past MAXINS Interiors

SUBDIVISION NAME _____ LOT # _____ SECTION 9.03 DATE PLATTED _____

LOT SIZE 9.03 TAX PIN # Porting 1888 98 6057 ZONING/WATERSHED RESTRICTIONS? Yes _____ No ✓

APPLICATION FOR: () HOUSE () MOBILE HOME () APARTMENTS # of BEDROOMS _____

SPECIAL FIXTURES (JACUZZI, HOTTUB, POOL, ETC) _____ BASEMENT? _____ FIXTURES IN BASEMENT _____

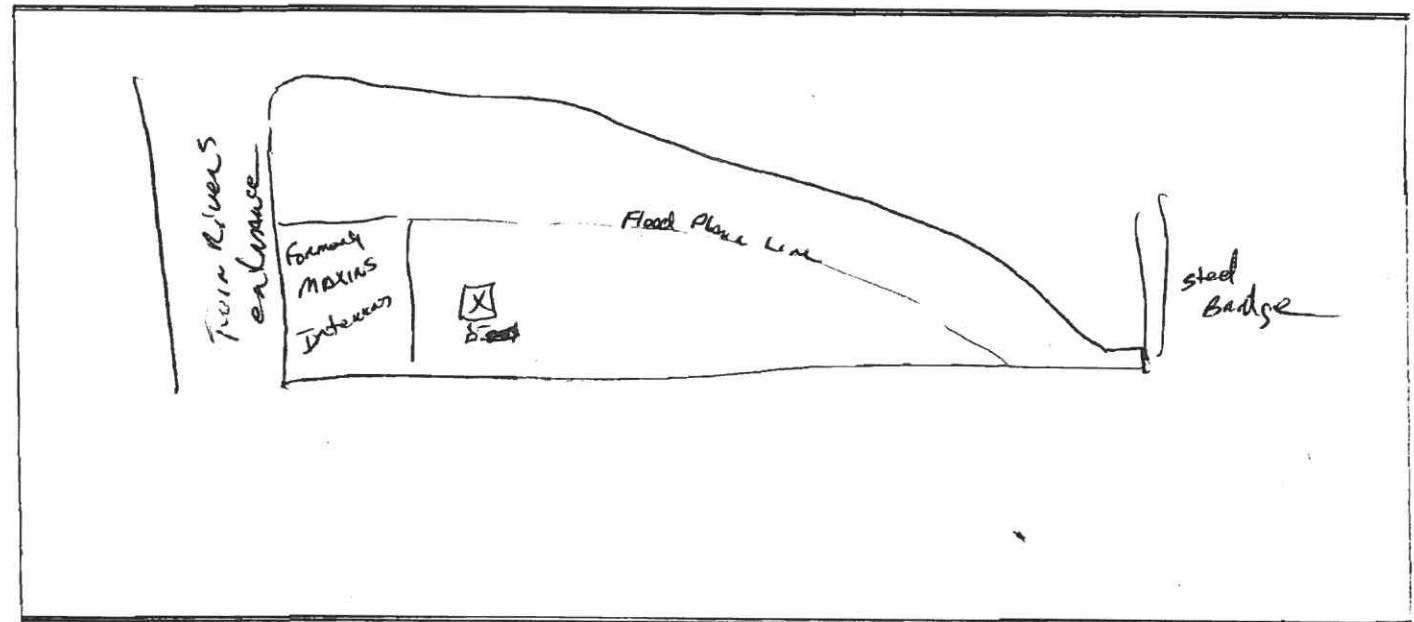
BUSINESS: TYPE Retail NUMBER OF EMPLOYEES 2

OTHER: DESCRIBE _____ SQ. FOOTAGE 3000

SHOW TYPE AND LOCATION OF WATER SUPPLY: WELL - SPRING - COMMUNITY SYSTEM

THE IMPROVEMENT PERMIT, IF ISSUED, IS SUBJECT TO REVOCATION IF SITE PLANS OR THE INTENDED
USE CHANGE

USE THE BLOCK BELOW TO DIAGRAM YOUR PLANS FOR THE PROPERTY. PLEASE READ THE INSTRUCTIONS
ON THE REVERSE SIDE OF THIS FORM TO ACCURATELY FILL OUT THIS APPLICATION.



I CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT AND WILL NOT BE
ALTERED WITHOUT PRIOR HEALTH DEPARTMENT APPROVAL.

THIS APPLICATION WILL BE VALID FOR A PERIOD OF TWELVE MONTHS FROM DATE OF RECEIPT UNLESS
TENSION IF GRANTED BY HEALTH DEPARTMENT.

ATTACHED: YES _____ NO _____

STAKED: YES _____ NO _____

WG: YES ✓ NO _____

FLAGGED: YES ✓ NO _____

[Signature]
APPLICANT OR AUTHORIZED AGENT

SEPTIC TANK APPLICATION AND PERMITTING PROCEDURES

ON JUNE 19, 1995 HOUSE BILL 912 WAS RATIFIED. IT AMENDS ARTICLE II OF CHAPTER 130A 'WASTEWATER SYSTEMS' AND IS EFFECTIVE ON OCTOBER 1, 1995. THIS NEW RULE CHANGES THE WAY APPALACHIAN DISTRICT WILL ISSUE PERMITS FOR SEPTIC TANK SYSTEMS AFTER THE EFFECTIVE DATE. THE PROCEDURE NOW IS A FOUR TIERED PROCESS. 1) APPLICATION FILLED OUT BY APPLICANT. 2) IMPROVEMENT PERMIT ISSUED IF PROPERTY SUITABLE 3) AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION ISSUED 4) OPERATION PERMIT ISSUED.

THE IMPROVEMENT PERMIT WILL NOT GET YOU A BUILDING PERMIT, IT ONLY STATES THAT A SYSTEM CAN BE INSTALLED ON THE PROPERTY. IN ORDER TO OBTAIN A BUILDING PERMIT YOU MUST NOW OBTAIN AN "AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION". ONCE THE SYSTEM HAS BEEN INSTALLED AND APPROVED BY THE DEPARTMENT YOU WILL RECEIVE AN "OPERATION PERMIT". TO INITIATE THIS PROCESS YOU MUST DO THE FOLLOWING.

1. FILL OUT AN APPLICATION COMPLETELY FOR AN IMPROVEMENT PERMIT AND SUBMIT PAYMENT AS DETERMINED BY THE FEE SCHEDULE BELOW.
2. PROVIDE A SURVEYED PLAT OF THE PROPERTY TO BE EVALUATED.
3. ALL PROPERTY LINES AND CORNERS MUST BE CLEARLY AND CORRECTLY IDENTIFIED.
4. ON LOTS WITH THICK UNDERGROWTH AND HIGH WEEDS THE HOUSE SITE AND AREAS TO BE EVALUATED FOR THE SEPTIC SYSTEM MUST BE CLEARED TO THE EXTENT THE AREAS ARE ACCESSIBLE FOR PROPER EVALUATION AND LAYOUT.
5. THE LOCATION OF BUILDINGS (INCLUDING DECKS) AND DRIVEWAYS MUST BE CLEARLY IDENTIFIED ON THE GROUND BY STAKES OR RIBBONS.
6. INDICATE THE TYPE AND LOCATION OF YOUR WATER SUPPLY ON THE DIAGRAM ON THE REVERSE SIDE OF THIS FORM. ALSO IDENTIFY ADJACENT WELLS, SPRINGS, WATER LINES AND ANY SUBSURFACE DITCHING.
7. AN INDICATING ARROW, SHOWING WHICH DIRECTION IS NORTH SHOULD BE DISPLAYED ON THE DIAGRAM.
8. IN ORDER TO PROVIDE FASTER SERVICE TO OUR CLIENTS IT IS REQUESTED THAT THE APPLICANT HAVE A MINIMUM OF FOUR (4) HOLES DUG ON THE PROPERTY WHEN THE HEALTH DEPARTMENT REPRESENTATIVE ARRIVES. THE HOLES, IF DUG WITH POSTHOLE DIGGERS MUST BE 12" IN DIAMETER AND 36" DEEP. IF DUG WITH A BACKHOE, MUST BE 30" WIDE AND 48" DEEP. HOLES SHOULD BE LOCATED ALONG THE CONTOURS OF ANY SLOPES AND MUST BE AT LEAST 20' APART.
9. IT IS RECOMMENDED THAT THE APPLICANT OR HIS AUTHORIZED AGENT ACCOMPANY THE HEALTH DEPARTMENT REPRESENTATIVE TO THE PROPERTY.
10. IS YOUR PROPERTY LOCATED ON ANY RESTRICTED WATERSHED OR SUBJECT TO ANY ZONING REGULATIONS? (STATE OR LOCAL)? IF YOU ARE UNCERTAIN, CONTACT THE COUNTY, MUNICIPALITY OR REGULATORY AGENCY FOR YOUR PROPERTY LOCATION. PLANNING & INSPECTIONS DEPT.

THE COMPLETED APPLICATION WILL BE REVIEWED BY THE DEPARTMENT. WHEN ALL THE REQUIREMENTS ARE MET, THE DEPARTMENT REPRESENTATIVE WILL CONTACT THE APPLICANT OR HIS AGENT TO SCHEDULE AN APPOINTMENT. WHEN THE PROPERTY IS EVALUATED AND CLASSIFIED AS SUITABLE OR PROVISIONALLY SUITABLE AN IMPROVEMENT PERMIT WILL BE ISSUED. IMPROVEMENT PERMITS ACCOMPANIED WITH SCALED PLATS "HAVE NO EXPIRATION DATE, SITE PLANS" WILL EXPIRE AFTER FIVE (5) YEARS. IF THE APPLICANT SO DESIRES AN "AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION" CAN BE ISSUED AT THE SAME TIME.

THE AREA DESIGNATED FOR THE SUBSURFACE SEWAGE TREATMENT AND DISPOSAL SYSTEM IS DENOTED ON THE IMPROVEMENT PERMIT. DO NOT GRADE OR DISTURB THIS AREA. DISTURBANCE OF THIS AREA, CHANGE OF SITE PLAN, OR CHANGE OF INTENDED USE WILL RESULT IN THE SUSPENSION OR REVOCATION OF THIS PERMIT.

=====

FEE SCHEDULE:

SINGLE FAMILY RESIDENCE & COMMERCIAL SYSTEM UP TO 480 GPD—\$ 100.00

SINGLE FAMILY RESIDENCE/APTS/COMMERCIAL SYSTEMS

481-1000 GPD—	160.00
1001-1500 GPD—	200.00
1501-3000 GPD—	380.00
3001-6000 GPD—	530.00
6001-10,000 GPD—	530.00 +
ADD \$25.00 PER EACH ADDITIONAL 1000 GAL.	

* PLAT = A PROPERTY SURVEY PREPARED BY A REGISTERED LAND SURVEYOR (RLS) DRAWN TO SCALE NOT TO EXCEED 1" = 60' AND INCLUDES: THE SPECIFIC LOCATION OF THE FACILITY AND APPURTENANCES - THE SITE FOR THE PROPOSED WASTEWATER SYSTEM - LOCATION OF WATER SUPPLIES AND SURFACE WATER

**SITE PLAN MEANS A DRAWING NOT NECESSARILY DRAWN TO SCALE THAT SHOWS: EXISTING AND PROPOSED LINES WITH DIMENSIONS - LOCATION OF FACILITY AND APPURTENANCES - SITE FOR PROPOSED WASTEWATER SYSTEM - LOCATION OF WATER SUPPLIES AND SURFACE WATERS



INSPECTION AND MAINTENANCE AGREEMENT

STATE OF NORTH CAROLINA

WATAUGA COUNTY

THIS AGREEMENT is made and entered into this 12 day of July 2004 by and

between Shops at Twin Rivers, POA

AND Triple T Pumping-Mike Garlock (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 V(a) 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 V(a) System

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in the 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 7803 NC Hwy 105 Boone, North Carolina 28607

- a. The Contractor shall inspect the system at least at the frequency in Table V(b) of 15A N.C. Admin. Code 15A. 1961(b) for a Type V(a) System.
- b. The Contractor shall perform the following routine maintenance procedures in accordance with the conditions of the Operation Permit:
 - (1) Filter Maintenance
 - (2) Drain Field Inspections
 - (3) Meter Reading Recordings
 - (4) Alarm Testing
 - (5) Recording, Flushing, Flow and Irrigation Rates
 - (6) And any other conditions provided on Operating Permit
 - (7) Owner is responsible for mowing drain field area. If mowing is not done, Contractor will notify Owner. If not mowed within ten (10) days of notification, Contractor may mow and charge owners for all costs incurred.
- 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 V(a) 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 ISA N.C. Admin. Code 18A. 1961 (b) for a Type V (a) System.
- g. The Contractor shall respond to a request for a non-scheduled service or maintenance call within 24 hours after receipt, of such request.

2. The Owners Obligations

- a. The Owner shall pay to the Contractor the sum of \$ 525.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The monthly fee may be amended upon sixty (60) days advance notice to the Owner but may not be increased more than five percent (5%) per year. The Owner shall pay to the Contractor his normal customary fees for any work performed on the system as a result of non-scheduled 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 seven (7) percent (7%) 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 for three (3) years.

- 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. Automatic Renewal
The Parties may mutually agree to renew this contract each consecutive three (3) year period.

4. 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.

5. 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.

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

7. No Implied Waiver. The waiver by either Party of default or a breach by the other Party of any provisions 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 provisions 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.

8. 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:

Shops at Twin Rivers, POA
TR Business Condo Association
7803 NC Hwy 105 South
Boone, North Carolina 28607

To the Contractor:

Triple T Pumping-Mike Garlock
144 Brown's Chapel Crest
Boone, North Carolina 28607

To the Local Health Department:

Watauga County Health Dept.

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt and 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.

9. Place of Agreement. This Agreement and any questions concerning its validity construction or performance 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.

10. 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.

11. Severability. In the event that any provision of the 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.

Owner: William E. Drummond PRESIDENT Print WILLIAM DRUMMOND PRESIDENT

Contractor: Mike Garlock Triple T Pumping