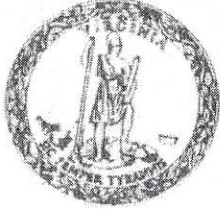


PERMIT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH



SEWAGE DISPOSAL SYSTEM OPERATION PERMIT

Health Dept. I.D. #: 81-01-0387

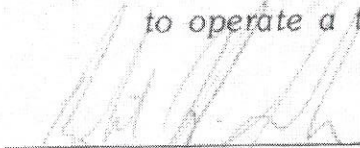
Tax Map #: 738-7

Subdivision & Lot #: Woods AT Union Run,
Lot 7

Owner: Greg Cooper

Location: 525 Turkey Tail Dr
Lexington VA 24450

The above operator has made application and in accordance with the regulations of the Board of Health of the Commonwealth of Virginia is authorized by the Rockbridge - Lexington Health Department to operate a type II Sewage Disposal System - 450 GPD



Health Official

December 19, 2005

Date

EMISE FORMS (849) 885-5454

Not-To-Scale

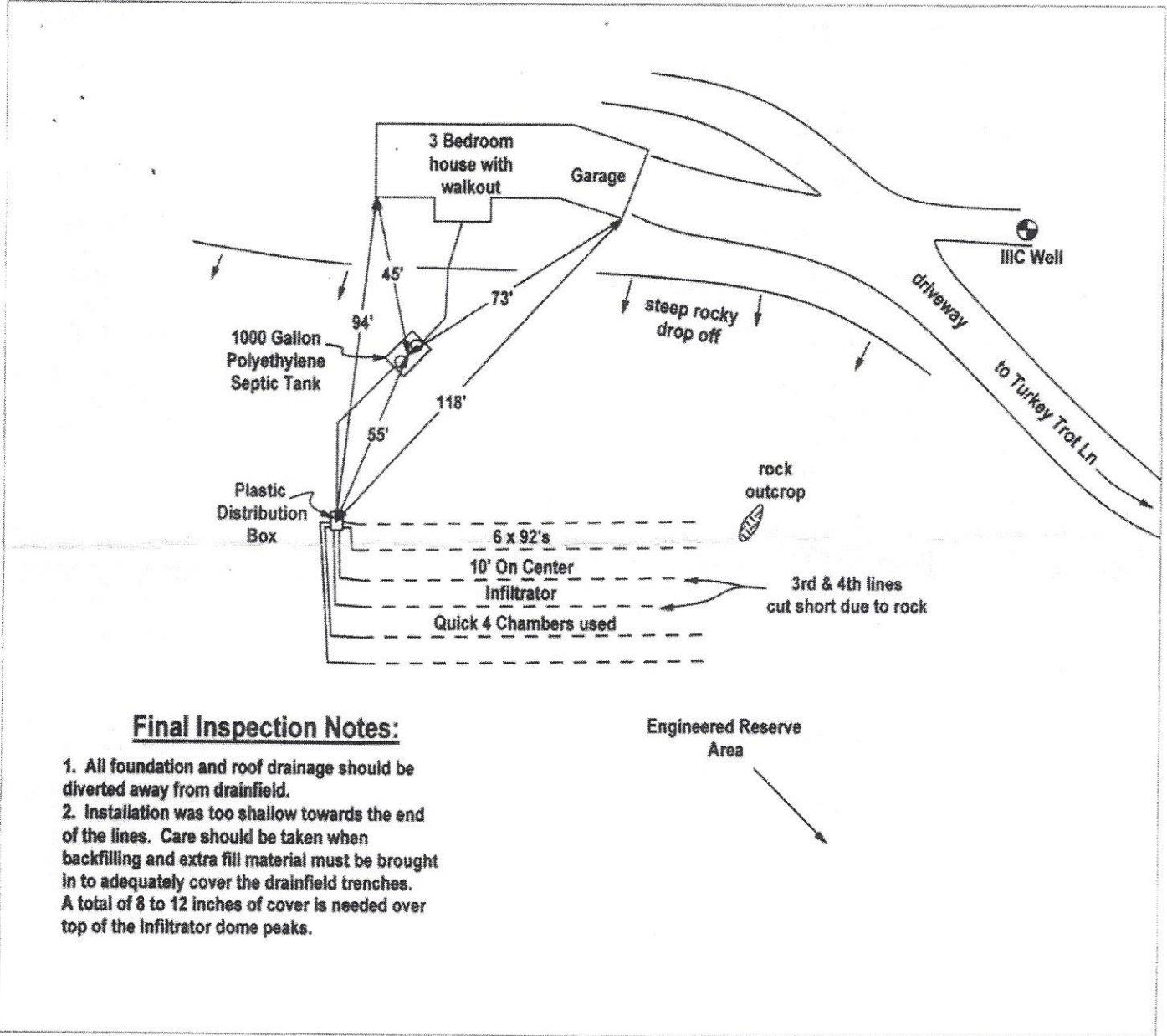
Health Department
Identification Number

181-01-0387
Tax Map# 73-8-7

Schematic drawing of sewage disposal and/or water supply system and topographic features.

As Built 09/16/2005

Installed by Buck Sensabaugh
Inspected by Robert Greenlaw



Final Inspection Notes:

1. All foundation and roof drainage should be diverted away from drainfield.
2. Installation was too shallow towards the end of the lines. Care should be taken when backfilling and extra fill material must be brought in to adequately cover the drainfield trenches. A total of 8 to 12 inches of cover is needed over top of the Infiltrator dome peaks.

Engineered Reserve Area

Date: 10/06/2005

Issued by:

Robert H. Greenlaw
Environmental Health Specialist

Completion Statement

Commonwealth of Virginia
State Department of Health

Health Department
Identification Number 181-01-0387

Rockbridge Co. Health Department

Name of Company/Corporation/Individual: Buckley's Septic, F. Association

Address: 19 George Washington Trail Telephone: 540-460-4682

Owner's Name: Gregory Cooper

Owner's Address: 6 Wallace Street Lexington

Location of Installation: Lot 7 Block _____

Section: _____ Subdivision: Woods at Union Run

Other: _____

I hereby certify that the onsite sewage disposal system has been installed and completed in accordance with the construction permit issued (date) 02/01/02 and is in compliance with Part D of the Sewage Handling and Disposal Regulations and when appropriate the plans and specifications for the project.

09/14/05
Date

MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE OPERATION INSTRUCTIONS; FAILURE TO OR ANY OTHER EVENT NOT CAUSED BY THE COMPANY. THIS WARRANTY SHALL BE VOID IF THE PROPERTY OWNER FAILS TO COMPLY WITH ALL OF THE TERMS SET FORTH IN SUBPARAGRAPH (b).

FURTHERMORE, IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE PROPERTY OWNER, THE UNITS, OR ANY THIRD PARTY RESULTING FROM THE INSTALLATION OR SHIPMENT OF THE UNITS, OR FROM ANY PRODUCT LIABILITY CLAIMS OF THE ORIGINAL PROPERTY OWNER OR ANY THIRD PARTY. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ENSURING THAT INSTALLATION OF THE SYSTEM IS COMPLETED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES, RULES, AND REGULATIONS.

(d) No representative of the Company has the authority to change this warranty in any manner whatsoever, or to extend this warranty. No warranty applies to any party other than to the property owner.

NOTICE OF SUBSTITUTION

This is to notify the Virginia Department of Health ("VDH") that an Infiltrator 44-01-0387 ("Substituted System") will be substituted for the gravel-type drainfield system specified on the above-referenced sewage disposal system construction permit.

I understand that the Substituted System is not the system designed by the Rockbridge County/City Health Department. The Substituted System, however, is authorized for use in the Commonwealth of Virginia pursuant to VDH's Guidance Memoranda and Policy (GMP) #116. I further understand that the Substituted System is covered by a manufacturer's warranty and that such a warranty is not available for the system prescribed by the County/City Health Department in the above-referenced permit.

I understand that, regardless of whether the Substituted System or the gravel-type drainfield system is installed, the Commonwealth of Virginia requires that the owner maintain and preserve the entire approved absorption area (including reserve area where applicable) that was required by the permit. This condition is intended to assure that any absorption area that is not used will be available in the future should it become necessary to repair or replace the System. I hereby agree that I will maintain and preserve the entire absorption area as required.

WAIVER

As OWNER of the property described above and subject to the exception described below, I hereby release and agree to hold harmless the Virginia Department of Health and the Commonwealth of Virginia, including, without limitation, any and all of its agencies, boards, and commissions, their insurer(s), officers, directors, employees, representatives, and agents [hereafter referred to as the "COMMONWEALTH OF VIRGINIA"], from any and all claims, complaints, demands, actions, causes of action, liabilities and obligations, of whatever source or nature, whether administrative, legal or equitable, whether known or unknown, which the OWNER now has or has in the future relating to or arising out of the installation of the Substituted System including, without limitation, any and all claims due to the failure of any person to comply with federal, state, or local laws or regulations, claims under the Virginia Tort Claims Act, the Virginia Constitution, the United States Constitution and amendments thereto, or under common law.

I understand that the COMMONWEALTH OF VIRGINIA does not warrant in any way the performance of any System and that the manufacturer's warranty is the sole remedy available to me with respect to any performance deficiency associated with a Substituted System. Furthermore, I agree to first seek and exhaust any and all remedies under the manufacturer's warranty before applying for indemnification under the Onsite Sewage Indemnification Fund.

EXCEPTION- Onsite Sewage Indemnification Fund: I do not release the COMMONWEALTH OF VIRGINIA from any liabilities, claims, or causes of action provided under § 32.1-164.1:01 of the Code of Virginia (Onsite Sewage Indemnification Fund). I acknowledge and affirm that the Onsite Sewage Indemnification Fund shall be the sole remedy for failure of the Substituted System where such failure results from negligence on the part of VDH. I also acknowledge and affirm that the Virginia Department of Health's authorization of the Substituted System pursuant to GMP #116 shall not constitute an act of negligence pursuant to § 32.1-164.1:01 of the Code of Virginia.

This agreement shall be binding upon all subsequent owners of this property including any and all HEIRS, SUCCESSORS, and ASSIGNS.

ACKNOWLEDGEMENT

I acknowledge that I have read this WARRANTY, NOTICE OF SUBSTITUTION, and WAIVER and that I understand their terms. I also understand that there is no warranty if I do not comply with all of the above steps or if the system is not installed or maintained properly. I acknowledge to the Company that this warranty is part of my original agreement to purchase the septic system and that the warranty and its limitations were provided to me at the time of purchase.

Infiltrator Chamber As-Built Plan

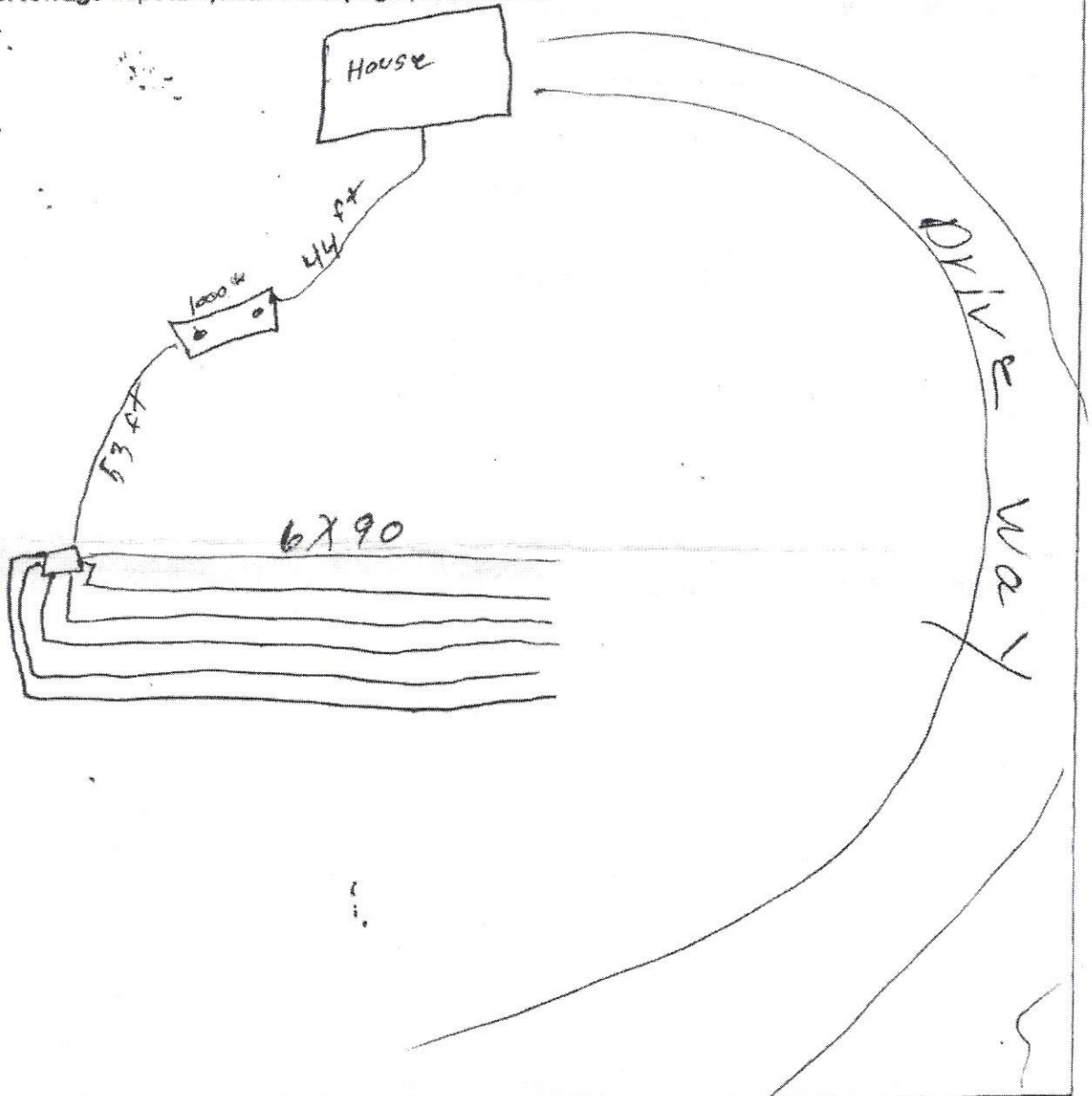
The information required has been drawn on the attached copy of the sketch submitted with the application.



Health Department
 Identification Number 181-01-0387

Show the lot lines of the building lot and building site. Sketch of property showing any topographic features which may impact on the design of the system, and existing and/or proposed structures including sewage disposal systems and wells within 200 feet of sewage disposal system and reserve area. The scale of the drawing of the sewage disposal system shall show sewer lines, pretreatment unit, pump station, conveyance system, and subsurface soil absorption system, reserve area, etc. When a nonpublic drinking water supply is to be located on the same lot show all sources of pollution within 200 feet.

Schematic Drawing of sewage disposal system and topographic features



All other notes be in final radiat c of th

10

Chamber Design Layout Information				System Notes:
ISI Chamber Type	Rating per Chamber	Length (ft)	Spacing (on center)	
Standard Sidewinder	34.2 ft ²	6.25	9 ft	Type of Chamber: <u>4 ft chamber</u>
High Cap. Sidewinder	34.8 ft ²	6.25	9 ft	Total Number of Chambers: <u>126</u>
Standard	34.7 ft ²	6.25	9 ft	Trench Length: <u>90</u> Number of Trenches: <u>4</u>
Quick4	22.3 ft ²	6.25	9 ft	
Equalizer 36	31.6 ft ²	8.33	6 ft	
Equalizer 24	21.7 ft ²	8.33	3.8 ft	