

Sewage Disposal System Operation Permit

Property Owner

Thomas, Sidney
3 Wren Ln
Lexington, Virginia 24450
Phone: (540) 261-2771

Health Dept. ID: **181-05-0139**

Tax Map: **49-15-15**

Locality: Rockbridge

Property Location

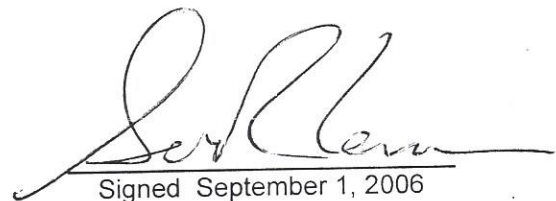
Property Address: 95 Forest Path Trl
Lexington, Virginia 24450
Subdivision: Saddle Ridge , Lot 15
Directions: 11N, L 39, R Reid Rd

=====
Thomas, Sidney is hereby granted permission to operate a septic tank effluent and drainfield Sewage System at the above referenced location, having a design capacity of **750** gallons per day, or **5** bedrooms maximum.

This permit is issued in accordance with the provisions of Title 32.1, Chapter 6 of the Code of Virginia as Amended, and Section 12VAC 5-610-340 of the Sewage Handling and Disposal Regulations of the Virginia Department of Health. The issuance of an operation permit does not denote or imply any guarantee by the department that the sewage disposal system will function for any specified period of time. It shall be the responsibility of the owner or any subsequent owner to maintain, repair, or replace any sewage disposal system that ceases to operate in accordance with the regulations.

September 1, 2006
Effective Date

Sean R. Comer
EHS


Signed September 1, 2006



VIRGINIA WARRANTY, NOTICE OF SUBSTITUTION AND WAIVER OF LIABILITY

To be used when VDH has issued a permit for a gravel-type drainfield system and the Owner elects to install a Substituted System

County/City of: Rockbridge Sewage Disposal System Construction Permit ID # 181-04-0347
Tax Map # 49-15-150 or property description: Lot 15
Owner: Sidney Thomas Date: 8/11/06

LIMITED FIVE YEAR WARRANTY

- (a) Infiltrator Systems Inc. (the "Company") warrants that the Infiltrator chambers, end plates and turn units manufactured by the Company (collectively, the "Units")...
(b) System failures determined to be due to improper siting, excessive water usage, improper grease disposal, improper installation, improper operation, or improper maintenance are not part of this warranty

Upon notification of a system failure, the Company may, at its option, perform or have performed certain tests to determine the cause of failure. A registered soil scientist or professional engineer may be used to evaluate the soil conditions and compare those conditions with any original evaluation, which may appear on the permit.

In order to exercise these warranty rights, the property owner must notify the Company in writing at its corporate headquarters within 15 days of discovery of the alleged defect. The notice shall be accompanied by (i) a copy of the warranty which is signed and dated by the installer and the property owner as set forth below; (ii) a copy of the appropriate permit for the septic system; and (iii) proof to the Company's satisfaction that the septic tank has been maintained in accordance with the Company's operating instructions.

- (c) THE WARRANTY IN SUBPARAGRAPH (a) AND THE REMEDIES IN SUBPARAGRAPH (b) ARE EXCLUSIVE. THERE ARE NO OTHER WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE SHALL NOT EXTEND BEYOND THE PERIOD IN SUBPARAGRAPH (a). THE WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR PENALTIES OR LIQUIDATED DAMAGES, LOSS OF PRODUCTION AND PROFITS, LABOR AND MATERIALS, OVERHEAD COSTS, OR OTHER LOSS OR EXPENSE. SPECIFICALLY EXCLUDED ARE DAMAGE DUE TO ORDINARY WEAR AND TEAR, ALTERATION, ACCIDENT, MISUSE, ABUSE, OR NEGLIGENCE. THE UNITS BEING SUBJECT TO STRESSES OR VEHICLE TRAFFIC GREATER THAN THOSE PRESCRIBED IN THE INSTALLATION INSTRUCTIONS OR OPERATION INSTRUCTIONS; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE OPERATION INSTRUCTIONS; THE PLACEMENT OF IMPROPER MATERIALS INTO THE SYSTEM; 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 Substitutory ("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 insurers(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.

Address of Installation: 95 Forest Path Lane Lexi, VA, Lexi, VA. Name (print) and Address of Property Owner: Sidney A Thomas, 3 Wren Lane, Lexington, VA 24450. Signature: Sidney A Thomas, Date: 8/11/06

I acknowledge to the Company and the homeowner that the septic system and the Infiltrator Units have been installed in accordance with GMP 116, the installation instructions of the Company and in accordance with all state trench requirements and other applicable laws. Business Name of Installer: Hunter E Ayres Gen. Contractor, Hunter E Ayres, Signature: Hunter E Ayres, Date: 8/11/06

www.ads-pipe.com



THE MOST
ADVANCED
NAME IN
DRAINAGE
SYSTEMS®



MARKETS WE SERVE

PRODUCTS

TECHNICAL SUPPORT

CUSTOMER SERVICE

CONTACT ADS

Phone, Fax or E-mail us with product questions or comments about our website.

SALES INFORMATION

Get ADS Sales/Pricing Information

LANGUAGE / IDIOMA

Cambie al español

RELATED INFORMATION

- See related Leaching Chamber Technical Data
- Product-related questions? See our Product/Technical FAQs

BioDiffuser Leaching Chambers



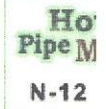
Leaching chambers are successfully replacing gravel and pipe for leach field installations. Their lightweight construction allow for easy hands-on installation with minimal soil compaction. The product is adaptable to serial and lateral projects. Today, leaching chambers have grown in acceptance and total 30% of leaching systems installed.

Our BioDiffuser leaching products are sturdy, lightweight plastic units that provide optimum unmasked leaching surface. Effluent flows freely to uncompacted backfill through open bottoms and innovative louvered sidewalls that prevent migration into the chamber. Installation requires no stone or gravel, and requires one person with only a backhoe, level, and rake.

ADS offers five different styles of leaching chambers including standard, high capacity and narrow chambers that meet local and state requirements. ADS also offers the patented BioDiffusers standard angle chamber that allows for 22.5° left or right turns.

BioDiffuser Product Information

Sizes Available: Please see our Leaching Chambers Technical Support for more information.



The inner corrugat polyethy it to han leachate ranging i to 14.

From the



Lot 14

Subdivision Road

Lot 25

Lot 16

3C Well Area
(50' x 50')

420 ft

300 ft

Flagged
Triple
Trunk
Hardwood

Home Site
5 BDR

270 ft

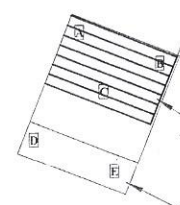
345 ft

280 ft

300 ft

Flagged
20" Cedar

Install:
1500 gallon septic tank
distribution box with 12 ports
8 - BioDiffuser chambers
100' long
3' wide
9' on center
26" deep
Install on contour



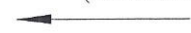
Primary Drainfield Area
(100' x 100')

Reserve Drainfield Area
(30' x 100')
pretreatment required

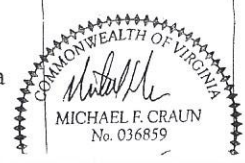
The owner shall preserve and maintain the total area ("footprint") required for the conventional drainfield, including reserve.
The Owner shall ensure that no structures are built over the adsorption area and that the area is not disturbed in any manner that will render it unuseable for future installation of drainfield trenches.

Lot 15
Saddle Ridge
28.3 Acres

Property continues
(not shown for clarity)



Sidney Thomas
Rockingham County, Virginia
May 1, 2005



Completion Statement

Commonwealth of Virginia
State Department of Health

Health Department
Identification Number 181-04-0347

Name of Company/Corporation/Individual: Hunter Edgan Ayres Gen. Contractor Health Department

Address: 4102 W. Midland Trail Lex, VA Telephone: 540-463-9347

Owner's Name Sidney Thomas

Owner's Address 3 Wren Lane Lexington VA, 24450

Location of Installation: Lot 15 Block _____

Section: _____ Subdivision: Saddle Ridge

Other: 95 Forest Path Lane Tax Map 49-15-150

I hereby certify that the onsite sewage disposal system has been installed and completed in accordance with the construction permit issued (date) May 2/05 and is in compliance with Part D of the Sewage Handling and Disposal Regulations and when appropriate the plans and specifications for the project.

8/11/06
Date

Hunter E. Ayres
Signature and Title

49

Completion Statement

Commonwealth of Virginia
State Department of Health

Health Department
Identification Number: Rockbridge County Health Department

Name of Company/Corporation/Individual: Old Dominion Engineering

Address: 2036 Forest Dr, Waynesboro, VA 22980 Telephone: 540-942-5600

Owner's Name: Sid Thomas

Owner's Address: 95 Forest Path Lane, Lexington, VA

Location of Installation: Lot: 15 Block: _____

Section: _____ Subdivision: Saddle Ridge

Other: Tmp 49-15-150

I hereby certify that the onsite sewage disposal system has been installed and completed in accordance with the construction permit issued (Date) May 2, 2005 and is in compliance with Part D of the Sewage Handling and Disposal Regulations and when appropriate the plans and specifications for the project.

8-29-06
Date

[Signature] (ENGINEER)
Signature and Title

2006 1:11PM HP LASERJET FAX