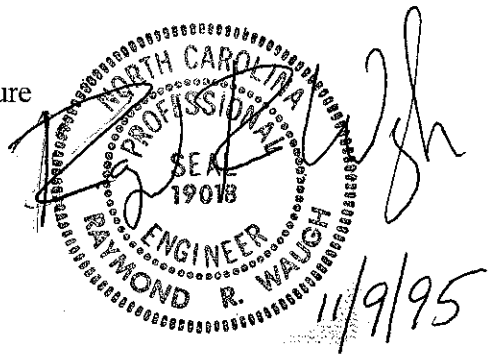
Land Design
Engineering Services, Inc.

Iredell County
The Harbour Recreational Area
Wastewater Treatment Facility
November 9, 1995

ENGINEER'S CERTIFICATION

I, Raymond R. Waugh, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe (periodically, weekly, full time) the construction of the project, The Harbour Recreational Area Wastewater Treatment Facility, Iredell County, for the Permittee hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction of the above permit, such that the construction was observed to be built within substantial compliance and intent of this permit, the approved plans and specifications, and other supporting materials.

Signature 

Registration No. 19018

Date 11/9/95

1700 East Boulevard
Charlotte, NC 28203
Telephone: 704.376.7777
Fax: 704.376.8235

14-C Oak Branch Drive
Greensboro, NC 27407
Telephone: 910.855.5785
Fax: 910.855.1864

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

FILED
IREDELL COUNTY
95 AUG 24 PM 12:53
BRENDA D. BELL
REGISTER OF DEEDS

OPERATIONAL AGREEMENT

THIS AGREEMENT is entered into this 16 day of August, 1995, by the Iredell County Health Department, hereinafter known as the Department; Crescent Resources, Inc., a South Carolina corporation, hereinafter known as the Developer; the The Harbour Owners Association, Inc., a North Carolina non-profit corporation, hereinafter known as the Association:

WITNESSETH

1. The Developer is the owner of the property lying in Iredell County upon which it will erect a community ground absorption sewage treatment and disposal system, said area to be known as The Harbour Phase II Common Septic Area and Central Septic Field.

2. The Developer desires to develop a sewage treatment and disposal area to provide sanitary sewage disposal to serve the The Harbour Phase II common septic area and Central septic field.

3. The Developer has applied to the Department for the issuance of permits pursuant to G.S. a-336 and a-337 to construct, maintain, and operate said sewage collection, treatment and disposal system.

4. The Developer has formed the The Harbour Owners Association, Inc., a non-profit corporation organized and existing under the laws of the State of North Carolina, for the purpose, among others, of handling the property, affairs, and business of the subdivision; of operating, maintaining, and repairing the common areas and facilities, including the sewage collection, treatment and disposal system; and of collecting sewer assessments to provide funds for such operation, maintenance, and repair.

5. All parties desire to assure that the sewage collection, treatment and disposal system of the The Harbour Common Septic Area and Central Septic Field is properly constructed, maintained, operated, and repaired in accordance with laws, rules, and permit conditions in order to protect the public health, the quality of the waters of the State and the public interest therein.

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by each of the parties hereto, the Department, the Developer, and the Association do hereby mutually agree as follows:

1. The Developer shall construct the sewage collection, treatment, and disposal facilities in accordance with the permit, applicable rules, and plans and specifications hereafter issued and approved by the Department, and shall thereafter properly operate, maintain, and repair such systems in accordance with applicable permit provisions, rules, and laws until the entire system has been transferred to the Association.

2. The Developer shall not transfer ownership of the sewage collection, treatment and disposal system to the Association until the system has been inspected, permitted, and determined to be operating in accordance with applicable rules and operating conditions.

3. The Association, after transfer of ownership of the sewage collection, treatment and disposal system to it by the Developer, shall thereafter properly maintain, operate and repair the system in accordance with laws, rules, and the conditions of the permit. The Association shall levy and collect the assessments provided for in its bylaws, including special or additional assessments; and, in the event that the sum realized by the levy of such assessments shall not be adequate to maintain, operate, and repair the system as required by laws and conditions of the permit, the Association shall take such action as is necessary to secure funds adequate for such purposes.

4. The Association, in its duly filed bylaws, shall identify the entire sewage collection, treatment and disposal system as a common area which will receive expenditures by the Association.

5. The Association, upon dissolution, shall provide for the continued proper operation, maintenance, and repair of its sewage collection, treatment and disposal system.

6. The Association, except upon dissolution, shall not transfer, convey, assign, or otherwise relinquish or release its responsibility for the operation , maintenance, and repair of its sewage collection, treatment and disposal system.

7. If a wastewater collection system and wastewater treatment and/or disposal facility provided by any city, town, village, county, water and sewer authorities, or other unit of government shall hereinafter become available to serve the The Harbour Phase II Subdivision, the Developer, or the Association shall take such action as is necessary to make connections of the existing and future wastewater of the The Harbour Subdivision to be accepted and discharged into such governmental system, and shall convey or transfer as much of the treatment system and such necessary easements as the governmental unit may require as a condition of accepting the The Harbour Owners Association wastewater.

8. A copy of this agreement shall be filed in the office of the Secretary of State of North Carolina with the Articles of Incorporation of the Association and the Register of Deeds of Iredell County.

IN WITNESS WHEREOF, this agreement was executed in triplicate originals by the duly authorized representatives of the parties hereto on the day and year written as indicated by each of the parties named below:

THIS the 21st day of August, 1995.

BY THE AUTHORITY OF THE IREDELL COUNTY HEALTH DEPARTMENT

Iredell County Health Department
By: William D. Mashburn

Title: Health Director

STATE OF North Carolina

COUNTY OF Iredell,

Patricia B. Moore a Notary Public for Iredell County, North Carolina, certify that William D. Mashburn personally appeared before me this day, and signed the foregoing instrument.

Witness my hand and seal this the 21st day of August, 19 95.

My Commission Expires November 21, 1996

My Commission expires: _____ Patricia B. Moore

(date) (Notary Public)

ATTEST:

Ethelene G. Williams
Asst. Secretary

Crescent Resources, Inc., a South Carolina Corporation

By: _____

Title: Vice President

NORTH CAROLINA, Mecklenburg COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Ethelene G. Williams personally came before me this day and acknowledged that she is Asst. Secretary of Crescent Resources, Inc., a South Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Gilbert D. Stephenson, Jr. Vice, President, sealed with its corporate seal and attested by herself as its assistant, Secretary.

Witness my hand and official stamp or seal, this 14th day of August, 19 95.

My commission expires: 6-19-1999 _____ [Notary Public]

(date)

COLEEN D. GIRDWOOD NOTARY PUBLIC MECKLENBURG CO., NC

The Harbour Owners Association

ATTEST:

Sharon C Arrowood
Asst. Secretary

The Harbour Owners Association, Inc.

By: _____

Title: President

NORTH CAROLINA, Mecklenburg COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Sharon C. Arrowood personally came before me this day and acknowledged that she is Asst. Secretary of The Harbour Owners Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Susan L. Foster, President, sealed with its corporate seal and attested by herself, as its Asst., Secretary.

Witness my hand and official stamp or seal, the 14 day of August, 95.

My commission expires: 6-19-1999 _____ Notary Public

COLEEN D. GIRDWOOD NOTARY PUBLIC MECKLENBURG CO., NC

STATE OF NORTH CAROLINA - IREDELL COUNTY

The foregoing certificate[s] of _____

_____

is [are] certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Iredell County, North Carolina in Book _____, Page _____.

_____ day of _____, A.D., 19 ___ at _____o'clock ___M.

By: _____ _____

Register of Deeds Asst. Register of Deeds