IREDELL COUNTY HEALTH DEPARTMENT

STATESVILLE 704-878-5305 MOORESVILLE 704-664-5281

CI

IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM INSPECTION

PERMIT# 12,324 PIN# 4742-65-5825 DATE 6-17-04

OWNER OR CONTRACTOR BILL ATKINSON PHONE: Business 704-902-6336 Home

ADDRESS 247 HAMILTON DR TROUTMAN, N.C. 28166

LOCATION 77 S @ SMITH HILL L MURDOCK @ HAMILTON, SLIGHT CURVE TOWARD LEFT, LOT ON RT

SUBDIVISION BLOCK / SECTION LOT LOT AREA 5.23AC SITE CLASS. PS DESIGN FLOW 360 L.T.A.R. .3

Septic Tank: 1000 Gallons; STB 1007 Date 4-12-05
Pump Tank: 1000 Gallons; PT 274 Date 10-7-05
Pump Make: ZOELLER Model N-140 C Serial No. 140-0005
Nitrification Field: No Fields 1 Square Feet 800' Linear Feet 267'
No Lines 4x67 Trench Width 36" Max Trench Bottom Depth 24" Gravel Depth N/A

☒ New System ☐ Repair System Type: I, II, III, IV, V, VI 35%
System Description: PUMP
Repair System Description: PUMP 25% 120/LPS
Maintenance Agreement Required: ☐ Yes ☒ No

☒ House/Mod. Home No. Bedrooms 3
☐ Mobile Home No. Bathrooms 2
☐ Business No. Employees
☒ Other GARAGE & HOUSE

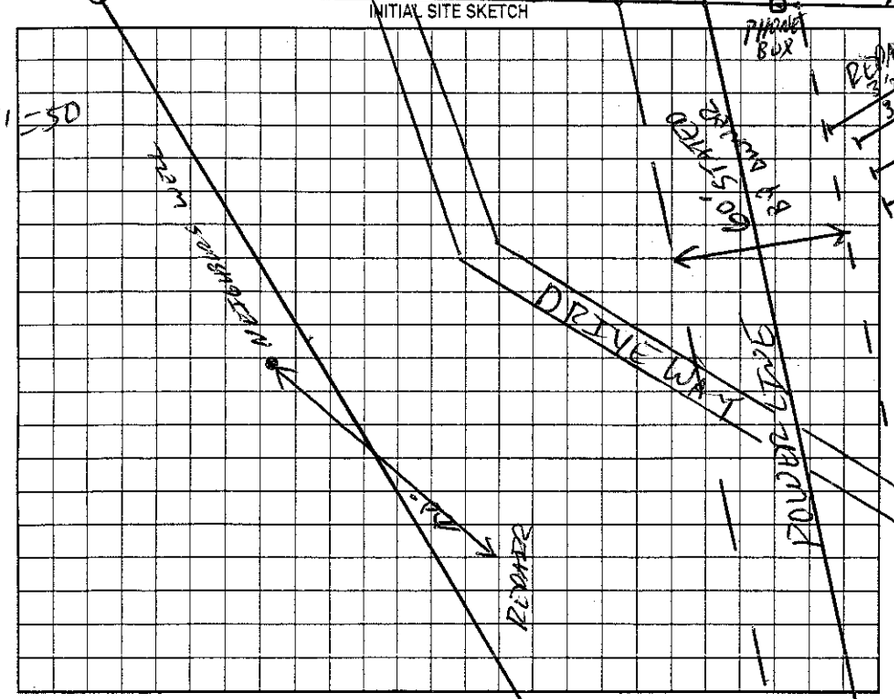
Water Supply: ☒ Individual ☐ Public ☐ Community

☒ Slab ☐ Crawl Space ☐ Basement w/plumbing ☐ Basement wo/plumbing

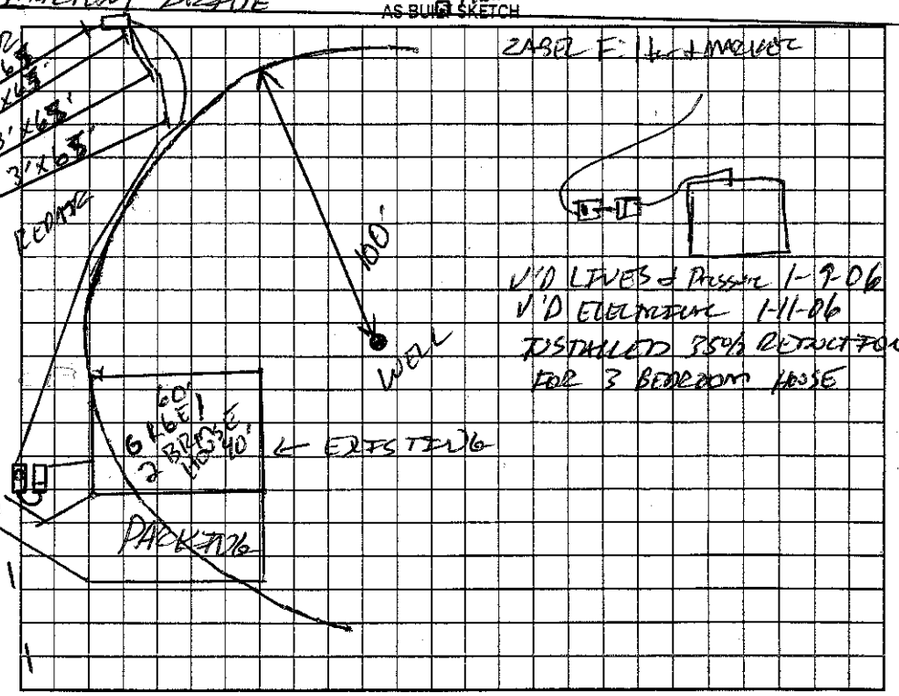
Comments/Conditions: ① CALL PRIOR TO INSTALLATION FOR PUMP SIZING WPD & LONG. ADJUST IF NECESSARY. ② INSTALL 4 LINES 67' LONG 627.94 USING A PRESS. MANIFOLD.

Comments/Conditions: ③ MAINTAIN SETBACKS ④ NOTE MAXIMUM TRENCH BOTTOM DEPTH *

INITIAL SITE SKETCH



AS BUILT SKETCH



V'D LINES & Pressure 1-9-06
V'D ELEVATIONS 1-11-06
INSTALLED 35% REDUCTION FOR 3 BEDROOM HOUSE

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. Improvement Permit with plat valid without expiration. Improvement Permit with site plan valid for sixty months. Authorization to Construct is valid for a period equal to that of Improvement Permit – not to exceed sixty months.

Signed: date 6/16/04 Installed by: JAMES HOODLEE

Improvement Permit by: date 6-17-04 Operation Permit by: date 1-11-06

Authorization to Construct by: date 6/17/04 Existing System Inspection by: date

HEALTH DEPT. COPY: WHITE OWNER COPY (FINAL): YELLOW OWNER COPY (INITIAL): PINK

INFILTRATOR® SYSTEMS INC

Environmental Onsite Wastewater Solutions℠

North Carolina
Five Year Limited Warranty
Approved Effective April 24, 2002

Infiltrator Systems Inc. (hereinafter "the Company") hereby extends, for a period of FIVE (5) YEARS, the following Limited Warranty to the system owner who acquires through an authorized Infiltrator Systems installer a new infiltrator nitrification trench system including each chamber, endplate, wedge, and other accessories manufactured by Infiltrator (herein after collectively the Units) located in the State of North Carolina. The Units are warranted to be free from defective materials and workmanship and to perform in accordance with the state performance requirements (15A NCAC 18A Section.1900) in effect on the date of installation. This Limited Warranty applies only to those Units with a trench length modification greater than a 25% reduction as compared to the sizing standard for a conventional gravel trench as permitted by the State of North Carolina. This Limited Warranty is subject to the terms and conditions stated below.

I. WARRANTY ELIGIBILITY

The system owner is eligible for this Limited Warranty provided all of the terms and conditions of this Limited Warranty are strictly followed. The terms of this warranty shall transfer from the original system owner to subsequent system owners for the duration of this limited warranty. This Limited Warranty covers only the performance of the Units as manufactured and installed in accordance with the manufacturer's design specifications and current state regulatory approval.

II. CONDITIONS OF LIMITED WARRANTY

This Limited Warranty shall only apply if the Units are installed for use with domestic strength effluent and located in the State of North Carolina and all of the following terms and conditions are satisfied:

(i) The design and installation of the Units is according to all applicable plumbing and building codes, ordinances, requirements and regulations.
(ii) The design and installation of the Units is strictly according to the rules and regulations of the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.
(iii) The design and installation of the Units is strictly according to all applicable permitting procedures for the Units adopted by the North Carolina state agency or state authorized agency that is responsible for inspection and approval.
(iv) The Units are subject to use permitted by the applicable North Carolina rules and regulations for on-site systems.
(v) Only an authorized Infiltrator installer shall perform the installation of the Units.

III. WHAT IS WARRANTED AND FOR HOW LONG

The Units are warranted for FIVE (5) YEARS from the date of issuance of the Certificate of Occupancy, or date of issuance of the Operation Permit, which ever is later.

If the Units fail within the five (5) year period of this Limited Warranty and all of the terms, conditions and requirements of this Limited Warranty have been met, the Company shall provide all materials and labor that may be necessary to provide a fully functional wastewater system at no cost to the Owner. This section shall not be construed to require that a manufacturer warrant an innovative wastewater system that is not properly sized to meet the design load required for a particular use, that is improperly installed, or that is improperly operated and maintained, in accordance with 15A NCAC 18A .1900 et. seq. Warranty repairs such as full replacement of the nitrification system , extension of the nitrification system or other repairs shall be completed pursuant to a repair Authorization to Construct to be issued by the local health department in accordance with Rule .1961(1).

A system failure is defined by North Carolina 15A NCAC 18A.1900 rules.

IV. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

1. The septic tank and all septic tank filters, unless required to make the system fully functional.
2. Effluent distribution box(es) and headers, unless required to make the system fully functional.
3. Improper installation.
4. Failure due to excessive use or improper use as defined by state rules for on-site wastewater systems, including, but not limited to, excessive water usage, improper grease disposal, or failure to remove septic tank solids (digested sludge).
5. Landscaping costs other than those specified by rule.
6. Failure due to improper sizing as defined by state rules.
7. Repair work performed prior to a claim or which is done without the Company's authorization.
8. This Limited Warranty does not extend to incidental, consequential, special, indirect or punitive damages.
9. Drain fields repaired or modified by an unauthorized Infiltrator installer.

V. THE COMPANY'S OBLIGATIONS:

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 the original system owner or subsequent system owner.

VI. OWNER'S OBLIGATION:

1. Must have signed and dated Operation Permit from the duly authorized representative of the North Carolina state agency or state authorized agency that is responsible for inspection and approval of the Units.
2. Must have a Warranty Certificate from an authorized Infiltrator installer.
3. The system owner must notify the company in writing at its corporate headquarters with 90 days of being notified by an authorized agent of the state that the system has failed. Notice shall be sent to Infiltrator Systems Inc., 6 Business Park Road, P.O. Box 768, Old Saybrook, CT 06475.
4. The system owner must have the septic tank solids (digested sludge) properly removed in accordance with state rules for on-site systems.

VII. DISCLAIMER AND LIMITATION ON IMPLIED WARRANTIES

ALL WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES. ANY IMPLIED WARRANTIES OF MECHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF THE UNITS TO THE NORTH CAROLINA SYSTEM OWNER, ARE, BY LAW, LIMITED TO FIVE (5) YEAR DURATION FOR THE UNITS AND THEIR CONSTITUENT PARTS, AND ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT OR TORT. THE COMPANY SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY, PENALTIES OR LIQUIDATED DAMAGES, LOSS OF PRODUCTION AND PROFITS, OVEHEAD COSTS, OR OTHER LOSS OR EXPENSE. SPECIFICALLY EXCLUDED ARE DAMAGE DUE TO WATER DAMAGE, ORDINARY WEAR AND TEAR, ALTERATION, ACCIDENT, MISUSE, ABUSE, OR NEGLECT; THE UNITS BE SUBJECTED TO STRESSES OR VEHICULAR 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; SYSTEM FAILURES DETERMINED TO BE DUE TO NONCOMPLIANCE WITH THE ON-SITE WASTEWATER LAW OR RULES (130A-133, et.seq.; 15A NCAC 18A Section .1900) INCLUDING BUT NOT LIMITED TO IMPROPER SITING, EXCESSIVE WATER USAGE, IMPROPER GREASE DISPOSAL, PLACEMENT OF IMPROPER MATERIALS INTO THE SYSTEM, IMPROPER OPERATION OR IMPROPER MAINTANENCE; OR ANY OTHER EVENT NOT CAUSED BY THE COMPANY. THIS PERMIT SHALL BE VOID IF THE SYSTEM OWNER FAILS TO COMPLY WITH ALL OF THE TERMS SET FORTH IN SECTION II AND IV OF THIS WARRANTY.

FURTHERMORE, IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S), THE UNITS, OR ANY THIRD PARTY RESULTING FROM SHIPMENT OF THE UNITS, OR FROM ANY PRODUCT LIABILITY CLAIMS OF THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S) OR ANY THIRD PARTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, NORTH CAROLINA LAW MAY GIVE YOU CERTAIN SPECIFIC OTHER RIGHTS WHICH ARE NOT MENTIONED HEREIN.

VIII. TRANSFER OF WARRANTY

This warranty extends to the original system owner and each subsequent owner of the system during the term of this limited warranty.

IX. INSTALLER CERTIFICATION

"I acknowledge to the company and the system owner that the wastewater system and the Infiltrator have been installed in accordance with the installation instructions of the company, state wastewater laws and rules, the innovative wastewater system approval, the improvement permit and authorization to construct, and any conditions on the permit or authorization to construct, and other applicable laws and rules."

247 HAMILTON DRIVE
Physical Address of System Installation or Lot Number

TROUTMAN, N.C. 28166

JAMES HOOBLER BACKHOE SERVICE
Business Name of Installer

G.L. ATKINSON
Name of Person Signing (Print)

Signature

1/11/06
Date

6 Business Park Road • P.O. Box 768 • Old Saybrook, CT 06475 • 800-221-4436 • 860-577-7000 • Fax 860-577-7001 • www.infiltratorsystems.com

White Copy: Department of Health Yellow Copy: System Owner Pink Copy: Infiltrator Systems