Howard County Health Department	T	178 Gateway D (410) 313-264(DD (410) 313-2 website	Environmental H rive Columbia) Fax (410) 3 323 Toll Free 3 : www.hchealth.o	, MD 21046 313-2648 I-866-313-6300
D 6-14	Maura J. Rossman, M.D., H	ealth Officer		646251
RECEIPT DATE:	NSITE SEWAGE DISPO	SAL SYSTE	M P	TO BOOM
INSTALLATION APPROVAL DATE:	PERMI	Т	А	
	CONSTRUCT	ION		
PROPERTY ADDRESS: 6827 Winding	Stream Way		r	
SUBDIVISION: Owings Property		LOT:	17 TAX ID:	05-594994
CONTRACTOR: Fogle's Septic Clear	n Inc.	EMAIL:	kurt@foglesinc.c	<u>om</u>
CONTRACTOR ADDRESS: 580 Obrec	ht Road, Sykesville, MD 2178	4	PHONE:	410-795-5670
PROPERTY OWNER:		EMAIL:		
OWNER ADDRESS: Steuart –Kret Ho 7090 Samuel Morse Drive, Columbia,			PHONE:	410-312-5163
BAT UNIT MODEL: Advantex AX 20	Mode 3a	BAT UN	IIT SIZE:	
PUMP CHAMBER CAPACITY (GALLONS				
NUMBER OF BEDROOMS: 4	HOUSE SQ. FT.		_ APPLICATION RA	ATE:
DISTRIBUTION SYSTEM: GRAVITY F	ED 🛛 LOW PRESSU	RE DOSED		
LINEAR FEET REQUIRED:	See Bat Plan		INLET DEPTH:	See Bat Plan
TRENCHES: TRENCH WIDTH:	See Bat Plan	MAXIMUN	BOTTOM DEPTH:	See Bat Plan
MINIMUM SPACE BETWEEN TRENCHES:	See Bat Plan	FECTIVE AREA B	EGINNING DEPTH:	See Bat Plan
	I. SEWAGE DISPOSAL AREA AND -CONSTRUCTION INSPECTION.	BAT UNIT LOCAT	TION MUST BE STAK	ED BY LICENSED
Set BAT unit per plan.				
NOTES:				
ISSUED BY: Robert Bricker	ISSUE DATE:		EXPIRATION DA	TE:
NOTE: CONTRACTOR MUST SCHEDULE A NOTE: STONE MUST BE APPROVED BY H NOTE: WATERTIGHT SEPTIC TANKS REQ NOTE: ALL PARTS OF SEPTIC SYSTEM SH NOTE: MANHOLE RISERS REQUIRED ON NOTE: AN ELECTRICAL PERMIT IS REQU NEITHER THE HOWARD COUN	EALTH DEPARTMENT AND GRAV UIRED ALL BE AT LEAST 100 FEET DOWN ALL SEPTIC TANKS AND PUMP CH IRED FOR INSTALLATION OF ANY	OVAL OF ALL COM EL TICKET MUST IGRADIENT FROM HAMBERS Y ELECTRICAL COM LTH DEPARTM F ANY SYSTEM NAL APPROVA	APONENTS PRIOR TO BE AVAILABLE FOR F A ANY WATER WELL MPONENTS OF THE IENT IS RESPONS 1. IL ON THIS PERM	COVERING EVIEW. SYSTEM SIBLE FOR THE
JW 1/2013				

NOT TO SCALE 40^{1} 11.5	TRENCH/DRAINFIELD DATA WIDTH NLET BOTTOM NUMBER OF TRENCHES

Hn=75- 7 INSTALLATION: 5/14/14 5/20/14 No one eed house connection BAT 52111 unit one Part of mon 5 RAT UN Need male sump pria BAT on stort-up one No

FINAL INSPECTOR

_ DATE OF APPROVAL



Bureau of Environmental Health 7178 Columbia Gateway Drive, Columbia, MD 21046-2147 Main: 410-313-2640 | Fax: 410-313-2648 TDD 410-313-2323 | Toll Free 1-866-313-6300 www.hchealth.org Facebook: www.facebook.com/hocohealth

Twitter: HowardCoHealthDep

Maura J. Rossman, M.D., Health Officer

OPERATION AND MAINTENANCE AGREEMENT FOR AN ON-SITE SEWAGE DISPOSAL SYSTEM HAVING AN ADVANCED PRE-TREATMENT SYSTEM

THIS AGREEMENT is made this **1st** day of **April 2014**, among <u>SK Homes at Highland Owings, LLC</u>, hereinafter collectively referred to as "Owner", and the Howard County Health Department hereinafter referred to as the "County".

WHEREAS, Owner is the owner or contract owner of a parcel of land located at <u>6827 Winding Stream Lane, Highland, MD 20777</u>, in the <u>5th</u> Election District of Howard County, Maryland, and the deed to same is recorded or shall be recorded among the Land Records of Howard County, Maryland in Liber <u>13705</u> Folio <u>310</u>.

WHEREAS, The Lot is suitable for the installation of a conventional on-site sewage disposal system with an advanced pre-treatment system, utilizing best available technology to perform nitrogen reduction, in accordance with the Code of Maryland Regulations 26.04.02.07, effective January 1, 2013.

NOW, THEREFORE, the parties hereto agree as follows:

A. Owner hereby grants to the County the right to enter upon the Lot at any reasonable time for access to the system to make periodic inspections and the Owner agrees to provide any information and data in Owner's possession reasonably requested and needed by the County to develop accurate and thorough test results.

B. Owner acknowledges and agrees that neither the County nor any of its agents or employees, either officially or individually, underwrites the operation of any system approved by them.

C. The Owner will devote reasonable care and effort to the operation and maintenance of the system in perpetuity or until a public sewer connection is made so that a system malfunction is not the result of poor maintenance, faulty operation, or neglect.

D. The Owner agrees to enter into a contract reasonably acceptable to the Owner and the County with a private entity to operate and maintain on a regularly scheduled basis an approved advanced pre-treatment system. The owner shall supply a copy of the contract to the County when it is renewed or altered.

E. This agreement shall run with the land and upon Owner's taking title to the Lot shall bind the Owner, their heirs, successors, and assigns to the provisions of the agreement as

long as the property is in existence and after installation of the system. Owner further agrees that they shall inform in writing any subsequent purchaser or lessee of the Lot that the system shall require maintenance or other attention. Upon taking title to the Lot, the Owner agrees to cause this agreement to be recorded in the Land Records of Howard County and assure that it becomes part of the Deed for the subject property in order that prospective buyers may be aware of the special conditions affecting this property.

F. This agreement shall not be construed to limit any authority of the County to protect the public health, safety or comfort or to issue any other orders to take any other action which is now or may hereafter be within its authority.

G. This agreement may be voided at any time at the discretion of the County.

H. This agreement contains the entire agreement and understanding between the County and the Owner. There are no additional terms other than as contained in this agreement. This agreement may not be modified, except in writing signed by each of the parties or by their authorized representatives.

I. The laws of the State of Maryland govern the provisions of all transactions pursuant to this agreement.

J. Owner acknowledges and agrees that interior renovations to increase the number of bedrooms or an increase in living space shall not be permitted without approval from the County.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the date indicated above.

SK Homes at Highland Owings, LLC by Stewart Kret Development Co., its sole member

Owner

/

Date

Owner

Date

Gary A. Kret, President Steuart Kret Development Company

14/2014

Howard County Health Department

STEUART KRET HOMES ADDENDUM-SHARED SEWAGE DISPOSAL FACILITY LOTS 17, 18, 19, 20

In reference to the Agreement of Sale dated 20 of <u>April</u>, 2013, between SK Homes at Highland Owings, LLC (hereinafter 'called the "Seller"), and <u>Omar and Homayara Aziz</u> hereinafter called the "Purchaser"), for the purchase and sale of the property located at <u>(2827)</u> Winding Stream Lane Highland MD 2017 Lot <u>17</u>, of the subdivision known as OWINGS PROPERTY in Howard County, Maryland (hereinafter called the "Agreement"). Unless the context otherwise requires, the terms used in this Amendment that are defined in the Agreement shall have the same meaning as provided in the Agreement.

THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

Purchaser acknowledge that they have been informed that the Property will be served by a Shared Sewage Disposal Facility (the "Facility") as defined in Section 18.1200 et seq. of the Howard County Code, authorized pursuant to Title 26, Subtitle 4 of the Code of Maryland Regulations ("COMAR"). The Property is subject to a Declaration of Covenants, Conditions, Right-of-Entry; and Restrictions for Shared Sewage Disposal Facility in Owings Property Subdivision (the "Shared Septic Declaration"), dated November 12, 2012, and recorded at Liber 14614 Folio 001 among the Land Records of Howard County, Maryland. It is the Purchaser's responsibility to abide by all the terms of the Shared Septic Declaration. Purchaser acknowledges that it has received a copy of the Shared Septic Declaration.

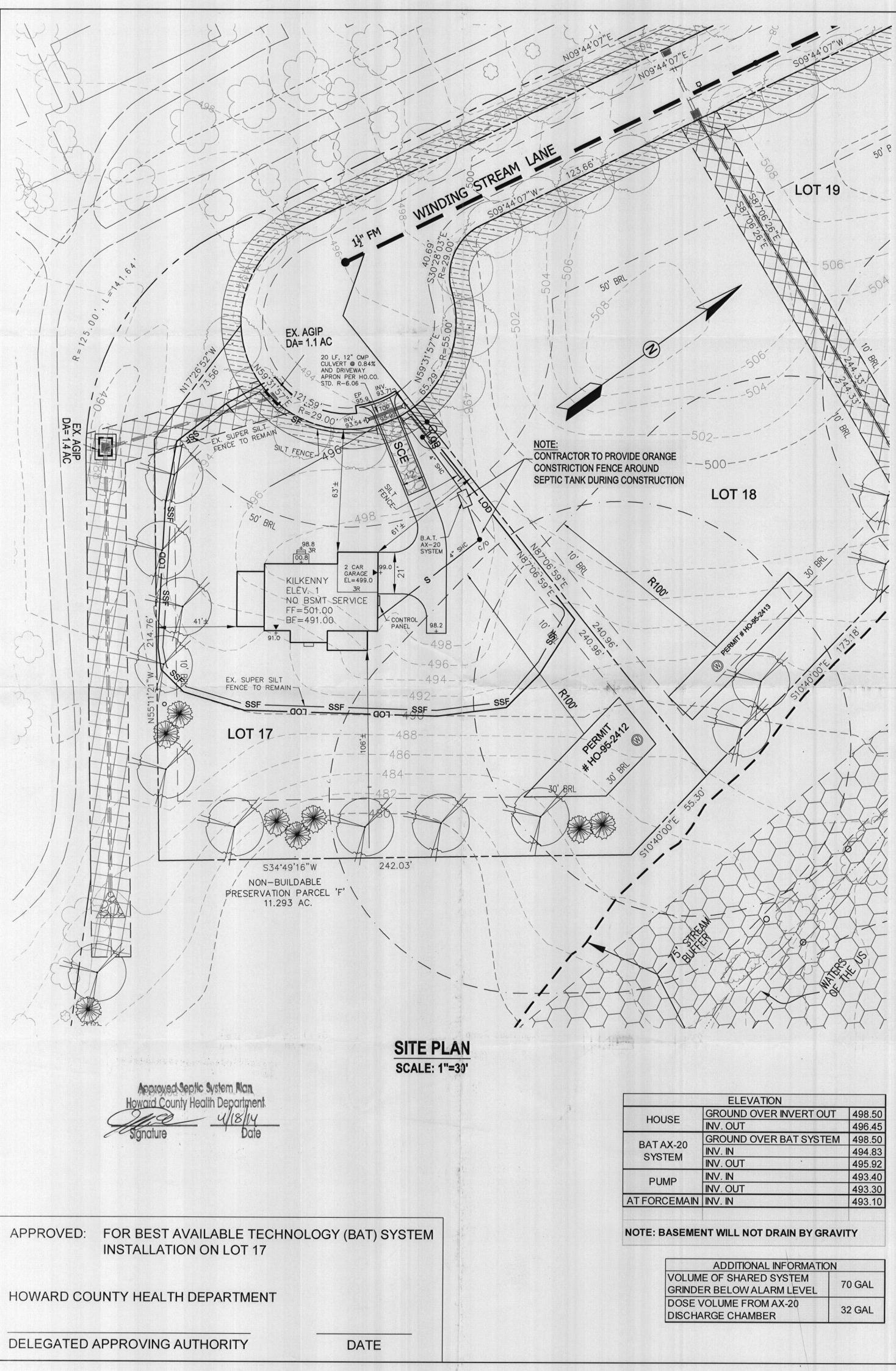
Seller shall operate the Facility, at its expense, until Howard County accepts the Facility and the responsibility for its operation. Once Howard County accepts the operation of the Facility, Seller will no longer operate the Facility, and the Purchaser and other owners of lots in the Owings Property Subdivision will be responsible for the payment of a Facility Fee as defined in the Shared Septic Declaration. Seller's current contract to operate the Facility is \$535.00/lot/year, excluding electricity and replacement costs. Accordingly, Seller estimates a Facility Fee of approximately \$535.00/lot/year at the time the operation is transferred to Howard County. However, Seller does not guarantee the estimated amount of the Facility Fee, such amount being subject to change from time to time.

Purchaser acknowledges that it has been informed that the home on Lot 17 shall be limited to 47 (5) bedrooms. Purchaser is prohibited from adding any bedrooms to the home. Any and all other additions to the home are subject to approval by the Covenants Committee of the Highland Owings Homeowners Association and by any applicable state or local authorities.

By signing below, Purchaser acknowledges that Seller has disclosed the information set forth in this Addendum.

This Amendment is made pursuant to Paragraph 33(g) of the Agreement and carries the same force and effect as the Agreement. If any term or condition contained herein conflicts with the Agreement, then this Amendment shall control. Except as herein amended, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All capitalized terms contained in this Addendum and not defined herein shall have those meanings assigned to them in the Agreement.

SELLER:	\frown	PURCHASER:	
SK HOMES by Steuart K its sole men	AT HIGHLAND OWINGS, LLC ret Development Company,		
By:	J.905	Signature	<u>G/ 50/10</u> Date
Name:	Gary A. Kret	Orviore AZIZ	
Title:	President	Print Name	4/20/13
Date:	APR 3 0.2013	Signature HOMANARA AZIZ Print Name	Date



DITIONAL INFORMATION				
SHARED SYSTEM LOW ALARM LEVEL	70 GAL			
IE FROM AX-20 CHAMBER	32 GAL			

- REQUIRED BAT SITE PLAN NOTES
- THE MAXIMUM DEPTH OF THE BAT AND CONCRETE TANK PER THE MANUFACTURER'S SPECIFICATION IS 8 FEET. EXCAVATE A MINIMUM OF 2.0' OUT LATERALLY FROM ALL SIDES OF CONCRETE TANK.
- FIBER GLASS TREATMENT TANK WILL BE FLUSH WITH EXISTING/PROPOSED GRADE.
- BAT SYSTEM WILL COMPLY WITH ALL MAUNFACTURER GUIDELINES AND REQUIREMENTS.
- THE BAT SYSTEM SHALL BE MAINTAINED AND OPERATED FOR THE LIFE OF THE SYSTEM.
- ABOVE)
- THE BAT SYSTEM SHALL REPORT TO THE MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE) IN A MANNER ACCEPTABLE TO MDE, THE ADDRESS AND DATE OF COMPLETION OF THE BAT INSTALLATION AND THE TYPE OF BAT INSTALLED.
- ELECTRICAL WORK FOR THE BAT INSTALLATION MUST BE PERFORMED BY A LICENSED ELECTRICIAN.
- SIGNED BY ALL APPLICABLE PARTIES, AND RECORDED IN LAND RECORDS OF HOWARD COUNTY.
- START-UP CERTIFICATION FROM THE MANUFACTURER PRIOR TO FINAL APPROVAL OF THE INSTALLATION.

