08-09-13
PF $350.00 @ Sept.
(Rec'd 08-14-13 MS
Paid $500.00 8-16-13



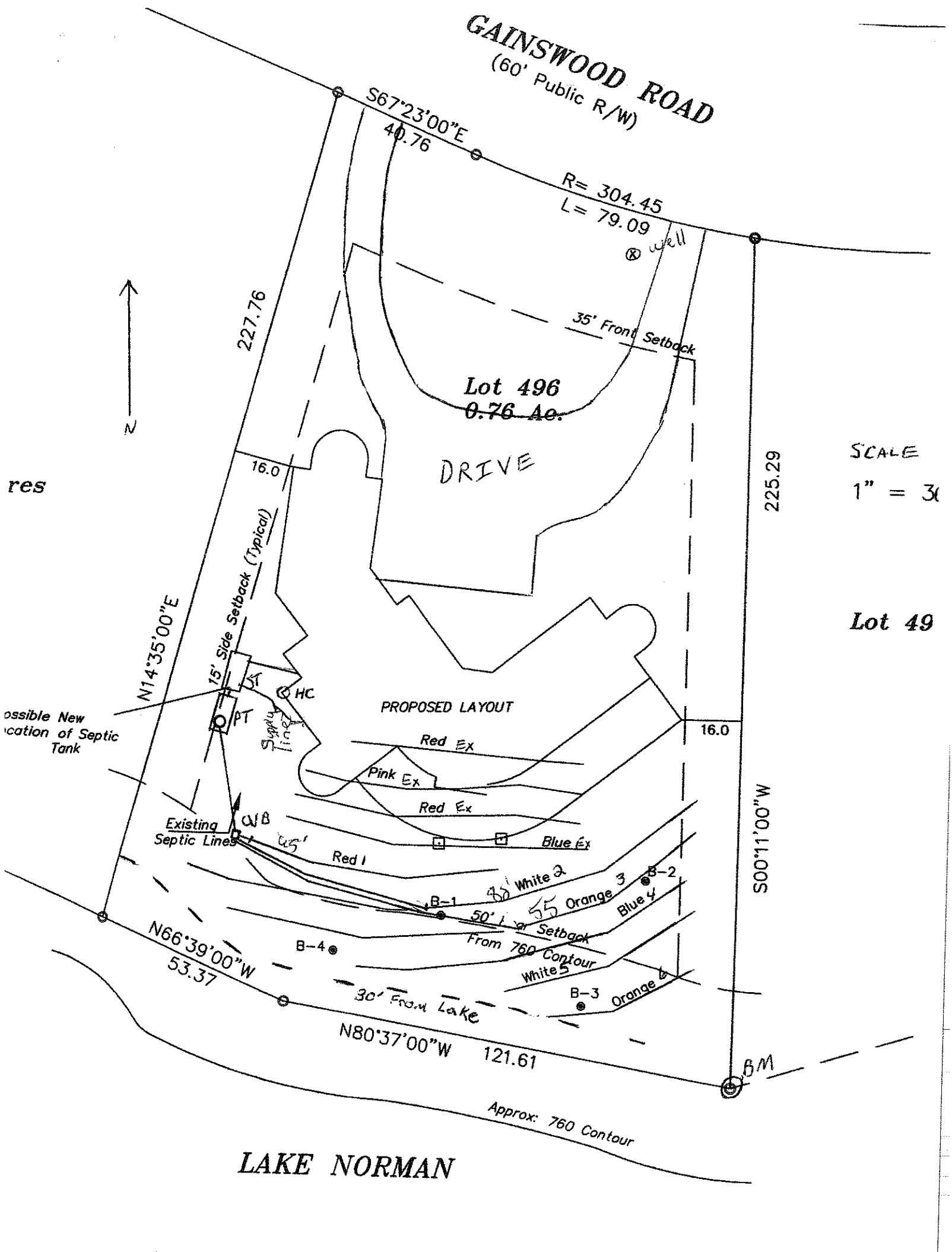
MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
1999 CANDLEWICK DRIVE
FORT MILL, S.C. 29715
803-802-4403 (office)
803-802-4402 (fax)

Reference: Data Sheet for 245 Gainswood Rd., CL&T Sec. 6, Lot 496
House Footprint: See Attached
Building Setbacks: 35' front, 15' side, 50' lake
Water Source: Private Well
Number of Bedrooms: 3/360 GPD
Proposed LTAR: 0.3 GPD/FT2
Proposed System Type: PPBPS
Proposed Repair System Type: Pretreatment 25% Reduction
Distribution: Low pressure-CVB
Flow per Hole: 0.59 GPM
Hole Size & Material: 3/16"
System Flow: 26.55 GPM
Dosing Volume: 162 gallons
Pump Run Time: 6.1 minutes
Elevation Head: 2.2'
Friction Head: 0.6'
Pressure Head: 2'
Total Dynamic Head: 4.8'
Supply Line Length: 30'
Septic/Pump Tank Size: 1000/1000 gallons
Proposed Trench Bottom: 36"

Line	Design Length	Actual Length	Elevation
Red 1	**65' (15 panels)**	**69'**	**5.8'**
White 2	**80' (18 panels)**	**80'/60'**	**6.0'**
Orange 3	**55' (12 panels)**	**55'/70'**	**6.4'**
Blue 4		95'	6.5'
White 5		55'	6.7'
Orange 6		40'	6.8'

Initial System: 200'
Pump Tank: 3.0'
Repair System: 320'
House Corner: 3.0'
Benchmark: 8.5'

Comments:
There is a 3 bedroom conventional existing system on this lot. The placement of the house eliminates most of the existing system. The initial system is laid out on 8' centers and the repair is laid out on 9' centers.


GAINSWOOD ROAD
(60' Public R/W)
S67°23'00"E
40.76
R= 304.45
L= 79.09
well
35' Front Setback
Lot 496
0.76 Ac.
DRIVE
227.76
16.0
15' Side Setback (Typical)
N14°35'00"E
225.29
S00°11'00"W
16.0
Lot 49
SCALE
1" = 3(
res
ossible New
cation of Septic
Tank
HC
PT
Supply Lines
PROPOSED LAYOUT
Red Ex
Pink Ex
Red Ex
Blue Ex
Existing
Septic Lines
Red 1
White 2
Orange 3
Blue 4
White 5
Orange 6
B-1
B-2
B-3
B-4
50' Lot Setback
From 760 Contour
30' From Lake
N66°39'00"W
53.37
N80°37'00"W
121.61
BM
Approx: 760 Contour
LAKE NORMAN

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

Sheet ____ *of* ____
PROPERTY ID #: _____
COUNTY: _____

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: _Richard Poucher_____
ADDRESS: _____ APPLICATION DATE_____
PROPOSED FACILITY: _3 bedroom_____ PROPOSED DESIGN FLOW (.1949): _360GPD____ DATE EVALUATED: _____
LOCATION OF SITE: _245 Gainswood Rd_____ PROPERTY SIZE: _____
WATER SUPPLY: ☒ Private ☐ Public ☒ Well ☐ Spring ☐ Other _____ PROPERTY RECORDED: _____
EVALUATION METHOD: ☒ Auger Boring ☐ Pit ☐ Cut TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941)		OTHER PROFILE FACTORS				PROFILE CLASS & LTAR
			.1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	.1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	
1	LS 3%	0-9	Br SCL WSBK	FR SS SP		48"			PS 0.3
		9-48	R C SBK	FR SS SP					
2	LS 3%	0-8	Br SCL WSBK	FR SS SP		48"			PS 0.3
		8-41	R C SBK	FR SS SP					
		41-48	R CL WSBK	FR SS SP					
3	LS 3%	0-14	Br SCL WSBK	FR SS SP		48"			PS 0.3
		14-48	R C SBK	FR SS SP					
4	LS 3%	0-12	Br SCL WSBK	FR SS SP		48"			PS 0.3
		12-48	R C SBK	FR SS SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	400 FT2	600 FT2
System Type(s)	PPBPS	Pretrmt 25% Re
Site LTAR	0.3	0.3

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____
EVALUATED BY: _M A & Assoc._____
OTHER(S) PRESENT: _____

COMMENTS: _____

Iredell County
Planning & Enforcement
349 N. Center St. PO Box 788
Statesville, NC 28687
704-878-3113

Zoning Permit

Permit Number: 155888ZO

Printed: 8/9/2013

Master #: 155888

Associated Permits:
155888ZO Zoning

Applicant

Name: Michael Athanas
Address: 1999 Candlewick Dr
Fort Mills, SC 29715

Phone: 803-802-4402

Parcel

Parcel Number: 4624450362.000
Address: 245 Gainswood RD
MOORESVILLE, NC 28117
Subdivision: CL&T

Zoning: R20
Township: 1800
Area: .76
Lot(s): 496

Directions to Parcel: Brawley School RD, left 2nd Gainswood rd, property on right

Owners

Name: Richard A Poucher
Address: 245 Gainswood Rd.
MOORESVILLE, NC 28117

Phone: 704-799-7090

Contractors

Contractor Type:
Name: Michael Athanas
Address: 1999 Candlewick Dr
Fort Mills, SC 29715

Phone: 803-802-4402

Fees and Receipts:

Number	Description	Amount
FEE-187829-07	Zoning - Permit / Inspection	~~$55.00~~
FEE-187830-07	Environmental Health - Existing System	~~$120.00~~
FEE-293358-07	Zoning - Permit Application	$75.00
FEE-293359-07	Technology Fee - Planning	$2.25

IREDELL COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

PAGE 1: *APPLICATION FORM*

Application For:

(X) Septic Improvement Permit ( ) Authorization to Construct ( ) New Well Permit ( ) Existing System Inspection ( ) Well Repair Permit ( ) Septic System Repair ( ) Well Abandonment

THE ABOVE PERMIT DOCUMENTS WILL BECOME INVALID IF INFORMATION PROVIDED ON THIS APPLICATION IS FALSIFIED OR CHANGED, OR IF THE SITE IS ALTERED. THE IMPROVEMENT PERMIT IS VALID FOR EITHER 60 MONTHS OR WITHOUT EXPIRATION DEPENDING UPON DOCUMENTATION SUBMITTED APPLICATION WITH SITE PLAN 60 MONTHS, APPLICATION WITH COMPLETE, SCALED PLAT WITHOUT EXPIRATION. SEE 15A NCAC 18A .1937(f) FOR DETAILS.

Page 2: *Site Plan Worksheet* form MUST accompany this application

The following optional attachments may also be submitted:

Place an (X) beside whichever is submitted if applicable

( ) Survey Plat, scaled no more than 1 inch = 60 feet

( ) Custom Site Plan, scaled no more than 1 inch = 60 feet

Applicant Information:

Applicant Name: Richard Poucher **Address:** 245 Gainswood Rd Mooresville NC 28117 **Phone:**_____

Owner Name:_____ **Address:**_____ **Phone:**_____

Property Information:

Street Address: 245 Gainswood Rd

Subdivision Name: CL+T **Section/Phase:** 6 **Lot Number:** 496

Driving Directions: BSR, TL 2nd Gainswood, on Rt

Site Development Information: *(check or complete ALL that apply)*

(X) New Single Family Residence
( ) New Multi-Family Residence
( ) Accessory Building
( ) Bedroom(s) Addition

Maximum Number of Bedrooms: 3
Maximum Number of Occupants:_____
( ) Swimming Pool
( ) Other Addition/Structure:_____

(X) Crawl Space Foundation
( ) Concrete Slab Foundation
( ) Basement with Plumbing
( ) Basement without Plumbing

Non-Residential Site Development:

Type of Business:_____
Square Footage of Building:_____
Maximum Number of Employee:_____
Maximum Number of Seats/Beds/Other:_____

Water Supply:

( ) New Well (X) Existing Well ( ) Community Well ( ) City Water ( ) Other Public Water

Desired Septic System Type: *(you may rank in order of preference)*

Year existing system installed:_____

( ) No Preference ( ) Alternative ( ) Conventional ( ) Innovative (X) Modified Conventional ( ) Other:_____

Please answer the following to the best of your ability:

( ) Yes (X) No **Does the site contain any jurisdictional wetlands?**
( ) Yes (X) No **Is any non-domestic sewage (i.e. industrial) to be generated?**
( ) Yes (X) No **Is the site subject to approval by any other public agency?**

I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

Signature:_____ 8/14/2013

Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

IREDELL COUNTY HEALTH DEPARTMENT

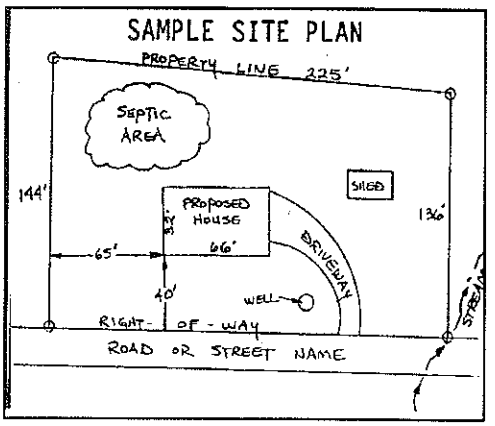
ENVIRONMENTAL HEALTH DIVISION

PAGE 2: ***SITE PLAN WORKSHEET***

SEE THE "SAMPLE SITE PLAN" BELOW. ***INCOMPLETE SITE PLANS WILL BE RETURNED TO YOU FOR COMPLETION AND MAY RESULT IN A DELAY IN THE ISSUANCE OF YOUR SEPTIC SYSTEM PERMIT!!!***

Place an (X) beside each item as you complete the site plan:

- ( ) Property Line measurements are clearly identified
- ( ) All proposed structures are indicated
- ( ) Front and side setbacks from property line
- ( ) Preferred driveway location and well location
- ( ) Area you prefer your septic system to be placed
- ( ) North arrow, or other sufficient indicator of direction



Circle N/A on the following if appropriate:

Location of septic systems and wells within 100' of your property	N/A
Location of easements and rights of ways on your property	N/A
Location of any designated wetlands on the property	N/A

USE THIS SPACE TO DRAW YOUR SITE PLAN

Show: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site

See Attached Plan

Signature: _____

Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

8/14/2013

DATE

Acknowledgement Of
Plans Submittal ONLY!
Date 10-22-13
Date 10/17/13
SQUARE FOOTAGE
HEATED 3325
GARAGE 1157
ENTRY 87
LANAI 1135
ATTIC STOR. 312
GARDEN SHED 131
TOTAL UNDER ROOF 6147
MAIN LEVEL
BEDROOM #2
BEDROOM #3
KITCHEN
LANAI
BAR
DINING
PIANO
ENTRY PORCH
FOYER
GREAT ROOM
GALLERY
MEDIA
HALL
MUD
HERS
LAUNDRY
HIS
MAIN BEDROOM
MAIN BATH
SPA
OFFICE
EXERCISE
GARAGE
GARDEN SHED
WORKSHOP
Storage over garage only



MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
1999 CANDLEWICK DRIVE
FORT MILL, S.C. 29715
803-802-4403 (office)
803-802-4402 (fax)

Reference: Data Sheet for 245 Gainswood Rd., CL&T Sec. 6, Lot 496
House Footprint: See Attached
Building Setbacks: 35' front, 15' side, 50' lake
Water Source: Private Well
Number of Bedrooms: 3/360 GPD
Proposed LTAR: 0.3 GPD/FT2
Proposed System Type: PPBPS
Proposed Repair System Type: Pretreatment 25% Reduction
Distribution: Low pressure-CVB
Flow per Hole: 0.59 GPM
Hole Size & Material: 3/16"
System Flow: 26.55 GPM
Dosing Volume: 162 gallons
Pump Run Time: 6.1 minutes
Elevation Head: 2.2'
Friction Head: 0.6'
Pressure Head: 2'
Total Dynamic Head: 4.8'
Supply Line Length: 30'
Septic/Pump Tank Size: 1000/1000 gallons
Proposed Trench Bottom: 36"

Line	Design Length	Actual Length	Elevation
Red 1	**65' (15 panels)**	**69'**	**5.8'**
White 2	**80' (18 panels)**	**80'/60'**	**6.0'**
Orange 3	**55' (12 panels)**	**55'/70'**	**6.4'**
Blue 4		95'	6.5'
White 5		55'	6.7'
Orange 6		40'	6.8'

Initial System: 200'
Pump Tank: 3.0'
Repair System: 320'
House Corner: 3.0'
Benchmark: 8.5'

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

Sheet ____ *of* ____
PROPERTY ID #: _____
COUNTY: _____

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: _Richard Poucher_____
ADDRESS: _____ APPLICATION DATE_____
PROPOSED FACILITY: _3 bedroom_____ PROPOSED DESIGN FLOW (.1949): _360GPD_____ DATE EVALUATED: _____
LOCATION OF SITE: _245 Gainswood Rd_____ PROPERTY SIZE: _____
WATER SUPPLY: ☒ Private ☐ Public ☒ Well ☐ Spring ☐ Other _____ PROPERTY RECORDED: _____
EVALUATION METHOD: ☒ Auger Boring ☐ Pit ☐ Cut TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941)		OTHER PROFILE FACTORS				PROFILE CLASS & LTAR
			.1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	.1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	
1	LS 3%	0-9	Br SCL WSBK	FR SS SP		48"			PS 0.3
		9-48	R C SBK	FR SS SP					
2	LS 3%	0-8	Br SCL WSBK	FR SS SP		48"			PS 0.3
		8-41	R C SBK	FR SS SP					
		41-48	R CL WSBK	FR SS SP					
3	LS 3%	0-14	Br SCL WSBK	FR SS SP		48"			PS 0.3
		14-48	R C SBK	FR SS SP					
4	LS 3%	0-12	Br SCL WSBK	FR SS SP		48"			PS 0.3
		12-48	R C SBK	FR SS SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	400 FT2	600 FT2
System Type(s)	PPBPS	Pretrmt 25% Re
Site LTAR	0.3	0.3

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____
EVALUATED BY: _M A & Assoc._____
OTHER(S) PRESENT: _____

COMMENTS: _____

DEVELOPER PERMIT

Iredell County
ZONING PERMIT

227 South Center St. PO Box 788 Statesville, NC 28687 Phone 704-878-3118

Call Sanitarian between 8 a.m. & 9 a.m. Statesville 704-878-5305 Mooresville 704-664-5281

Permit #:	155888ZO	Subdivision:	
Proposed Use:	Single Family	Township:	1800 Meck Neck
Location of Property:	245 Gainswood RD MOORESVILLE NC 28117		
Parcel #:	4624450362.000	Zoning:	R20
Lot #:	Size: .76	Flood Plain:	No Watershed: WSIV-CA
Applicant:	Barbara Canter	Owner:	Richard A Poucher
Address:	119 Emerald Point LN. MOORESVILLE NC 28117	Address:	245 Gainswood Rd. MOORESVILLE, NC 28117
Phone:	704-799-6732	Phone:	704-799-7090
Property Recorded:	Yes Site Plan Reviewed:	Community Water:	No Community Sewer:

If permitted the following minimum requirements must be met, unless Health Department requires more land area, or other qualifications are indicated in the comments.

Min. Lot Area:	30000	Min. Front Yard: 35 ft	Min. Left Side Yard: 15 ft
Min. Lot Width:	100	Min: Rear Yard: 50 ft	Min: Right Side Yard: 15 ft
Min. Number Parking Spaces:		Max. Built Upon Area:	

Comments:

replacing home with new

Directions:

Brawley School RD, left 2nd Gainswood rd, property on right

FEES

Zoning Permit/Inspection Fee	☑	$55.00
Site Plan Review Fee	☐	$0.00
Environmental Health New System	☐	$0.00
Environmental Health Existing System	☑	$120.00
Total Fees:		$175.00

I certify that all statements made in this application and any attached documents are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that false information may be grounds for rejection of this application. Authorized Health Department and Planning & Enforcement Representatives are granted right of entry to make evaluations or inspections and to release information upon public request.

Applicant:_____ Date: _____

A non-refundable fee of $55.00 is charged on all permit applications.

ALAINA DILLARD

Printed: 4/9/2009

R & H of Lake Norman Inc.

Wastewater System Installation and Management
Inspection & Maintenance Agreement

STATE OF NORTH CAROLINA, COUNTY of Iredell. This agreement is made and entered into this date of 7/14/14, by and between Richard Poucher (the Owner) and R & H of Lake Norman Inc. (the Contractor).

Witnesseth

WHEREAS, the owner owns or controls the property upon which a ground absorption sewage treatment system is installed, such system being designed a Type 4 system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Adm. Code 18A 1900 et seq,; and

WHEREAS, 15A N.C. Adm. Code 18A 1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owner and a management entity shall be in effect for as long as the system is in use; and

WHEREAS, the contractor is a management entity of a type authorized by 15A N.C. Adm. Code 18A. 1961 to manage a Type 4 system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and the Contractor as stipulated below:

1. The Contractor's obligations. The Contractor shall perform the following services on the Owner's system located at Gainswood Circle.

   a. The Contractor shall inspect the system at least the frequency required in Table V(b) of 15A N.C. Adm. Code 18A 1961(b) for a Type 4 system.

   b. The Contractor shall perform the following routine maintenance procedures in accordance with conditions of the Operation Permit:

   c. The Contractor shall report results of inspections to the local department at the frequency specified in Table V(b) of 15A N.C. Adm. Code 18A 1961 for a Type 4 system.

   d. If an inspection indicates the need for system repairs, the Contractor shall notify the health department within 24 hours of the then inspection.

   e. The Contractor shall notify the Owner of needed repairs, which are outside the scope of routine maintenance described in sub-paragraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment thereof at the Contractor's normal charge for services and materials.

   f. The Contractor shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Adm. Code 18A 1961(b) for a Type 4 system.

   g. The Contractor shall respond to a request for a non-scheduled service or maintenance call within 72 hours after receipt of such request.

2. The Owner's obligations.

   a. The Owner shall pay to the Contractor the sum of $350 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon 60 days advance notice to the Owner but may not increase more than 2 percent per year. The Owner shall pay to the Contractor the normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within 30 days of billing. Payments due to the Contractor and unpaid by the Owner after 30 days shall accrue interest from the due date until paid at a rate of 2 percent per month.

   b. Within 7 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the repairs were satisfactorily completed.

   c. The Owner shall provide the Contractor with such access to the system as is reasonably necessary for the Contractor to comply with the terms of this Agreement.

3. Term. This Agreement shall remain in effect until terminated.

a. Automatic Termination. This agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for taking an appeal has passed.

b. Termination by Mutual Consent. The Parties may mutually agree to terminate this Agreement by giving written notice of termination by mutual consent to the local Health Department within 30 days in advance of the date of termination.

c. Termination by the Owner. The Owner may terminate this Agreement by giving notice to the Contractor and to the local Health Department 30 days in advance of the date of termination.

d. Termination by the Contractor. The Contractor may terminate this Agreement for cause by giving notice of intent to terminate this Agreement to the Owner and the local Health Department 30 days in advance of the date of termination. Cause shall be defined as:

1. Failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within 30 days of receipt by the Owner. If the said bill is paid after notice of termination in this Agreement, the Agreement shall continue in effect; or

2. Failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs were completed within 2 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above. If said authorization to complete needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the due date of termination of this Agreement, this agreement shall continue in effect;

3. Failure of the Owner to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

4. The Contractor may not terminate this Agreement without cause, but may assign its rights and duties under this Agreement as provided in paragraph 4 below.

4. Assignment.

a. Assignment by the Owner. The Owner shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

b. Assignment by the Contractor. The Contractor may assign it's rights and duties under this Agreement to another management entity, which is qualified pursuant to 15A N.C. Adm. Code 18A. 1961 to manage a Type 4 system upon 30 days written notice to the Owner and the local Health Department.

5. Use of Subcontractors. The Contractor may subcontract with such manufacturers, suppliers and contractors as it deems desirable to perform any of the Contractor's duties under this Agreement. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by the subcontractors.

6. Representatives. The parties represent to each other that each has the power, authority and legal right to enter into and perform it's obligations as set forth in this Agreement.

7. Regulatory Amendments. References in the Agreement to sections of the administrative code shall include such rules as the may be amended in the future.

8. No Implied Waiver. The waiver by either party of the default or a breach by the party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either party to enforce any provision of this Agreement (a) shall not be construed to be a waiver of such provisions, or of any other provisions; and (b) shall not in any way affect the validity of this Agreement, or the right of either party thereafter to enforce each and every provision of this Agreement.

9. Notice. Every notice required under this agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by a certified or registered mail, return receipt requested, postage prepaid to the party to be notified and addressed as follows:

To the Owner: Richard Powchas
245 Gainswood Circle
Mooresville NC 28117

To the Contractor: R & H of Lake Norman Inc.
142 Hidden Harbor Road
Mooresville, NC 28117

To the local Health Department: Iredell County Health Department
610 East Center Avenue
Mooresville, NC 28115

The date of any notice shall be date of personal delivery or the date shown on the return receipt as the date of delivery or attempt delivery, as the case may be. Changes in the respective addresses to which notice may be directed may be made from time to time by either party by notice of the other party.

10. Placement of Agreement. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of North Carolina notwithstanding the place of execution, or the order in which the signatures of the parties are affixed.

11. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, agreements and understandings between the parties with respect to the subject matter hereof and constitutes the entire Agreement between the parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by the parties.

12. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum practicable in light of such determination, implement and give effect to the intentions of the parties reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such actions, remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

X Barbara Caster — 7/14/14
(Owner) (Date)

X Chris Ward — 7/14/14
(Contractor) (Date)