IREDELL C TY HEALTH DEPARTMENT

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

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

PERMIT# 118604 PIN# 4626 38 4001 318 T. Whalen Homes DATE 11/23/07

OWNER OR CONTRACTOR THE FARMS LLC ~~Lake Norman Signature Homes~~ PHONE: Business Home 4626289554

ADDRESS 2214 BRAWLEY SCHOOL RD - MOORESVILLE NC 28115

LOCATION BRAWLEY SCHOOL - TR MCKENDREE - ~~TURN~~ - TL BAYBERRY - ON RT

SUBDIVISION THE FARMS BLOCK / SECTION III LOT 318 LOT AREA 1.28AC SITE CLASS PS DESIGN FLOW 480GPD L.T.A.R. .3560/AC

Septic Tank: ~~1000~~ 1500 Gallons; STB 338 Date 2-24-11

Pump Tank: 1000 Gallons; PT 27 Date 3-27-11

Pump Make: Goulds Model WE0712HH Serial No.

Nitrification Field: No Fields 1 Square Feet 660 Linear Feet 330

No Lines 3@110 Trench Width 24" Max Trench Bottom Depth 30" Gravel Depth MA

☑ New System ☐ Repair System Type: I, II, III, IV, V, VI

System Description: LP PANEL

Repair System Description: SAME

Maintenance Agreement Required: ☑ Yes ☐ No

☐ House/Mod. Home No. Bedrooms 4

☐ Mobile Home No. Bathrooms 4

☐ Business No. Employees

☐ Other

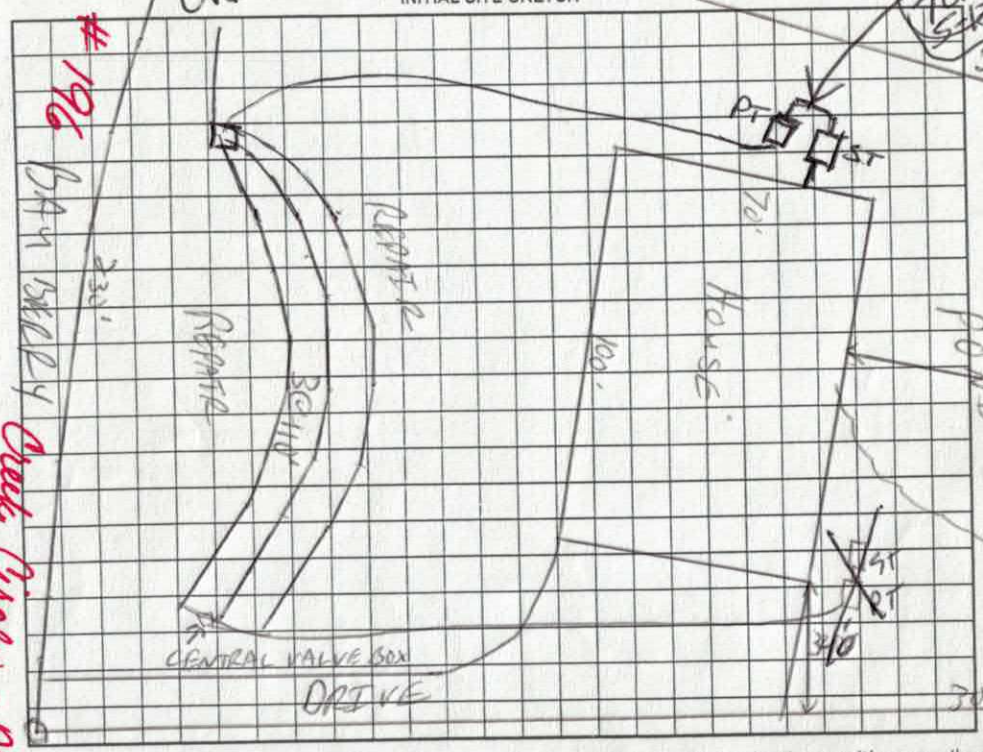
☐ Slab ☑ Crawl Space ☐ Basement w/plumbing ☐ Basement wo/plumbing

Water Supply: ☐ Individual ☐ Public ☑ Community

Comments:/Conditions: Drilled 3/16" hole

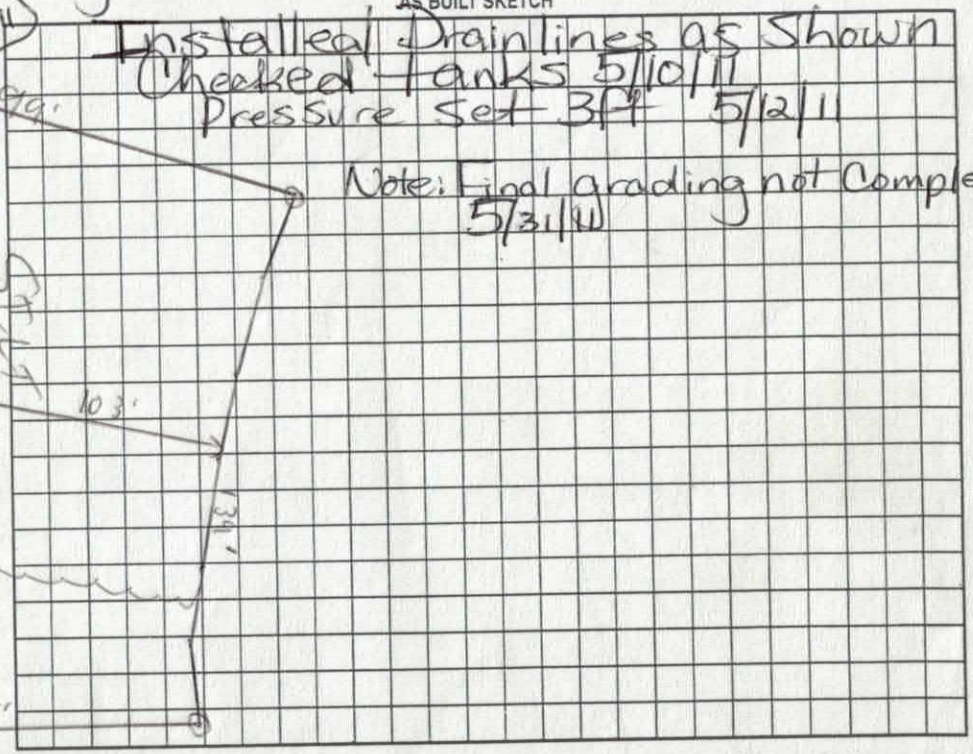
INITIAL SITE SKETCH

1"=50'



Comments:/Conditions: ROAD NOT CONSTRUCTED AT TIME OF EVALUATION.
Okay to move tanks to other side of House,
Okay to move CBVB too

AS BUILT SKETCH



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 2-24-05 Installed by: Larry Beam Grading date 5/31/11

Improvement Permit by: date 11/23/07 Operation Permit by: date

Authorization to Construct by: date 4/12/07 Existing System Inspection by: date

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

Check Circle - Manual

DEPARTMENT OF ENVIRONMENT, HEALTH, 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: _____ APPLICANT: _____
ADDRESS: _____ APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: _____
LOCATION OF SITE: Tot 318 Farms PROPERTY RECORDED: _____
WATER SUPPLY: ❑ Private ❑ Public ❑ Well ❑ Spring ❑ Other _____
EVALUATION METHOD: ❑ Auger Boring ❑ Pit ❑ Cut
TYPE OF WASTEWATER: ❑ Sewage ❑ Industrial Process ❑ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
1		0-30	RC MFSBK	fr: SSSP	10YR 5/3 f	24-30"			Shallow .125
		30-48	RC MFABK Platy like	fr: SSSP	common 10YR 5/3				
2		0-46	RC WMA	f: SP					1 3 -3
3		0-32	RC MF SBK	fr: SSSP					PS
		32-48	RC/L MFABK	fr: SSSP	common 10YR 5/3 1/2 relic				
4									

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)		
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____

EVALUATED BY: _____
OTHER(S) PRESENT: _____

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
Application For Improvement Permit

ALL items on this application form must be completed before Health Department can begin work. One application must be completed by the property owner or agent for each (proposed) site.

PERSONAL INFORMATION:

Applicant	Phone #	Mailing Address	City	State	Zip Code
The Farms LLC	660-1185	2214 Brawley Sch. Rd	Mooresville	NC	28117
Same					

Current Property Owner

PROPERTY INFORMATION:

(Proposed) Subdivision Name	(Proposed) Lot #	(Proposed) Block/Section #	State Road #
The Farms Ph 3	318		

(Proposed) Water Supply: Public, Private Well	**Preliminary Plat Approval Date** (DEVELOPERS ONLY)	Tax Map #
Community Well		

Specific Directions to Property _____

TYPE OF FACILITY: (use check (X) or number as appropriate)

House X Mobile Home _____ Commercial _____ No. Bedrooms 4 No. Baths 4

No. Persons or Employees (commercial only) _____ Basement _____ Basement with Plumbing X

Crawl Space _____ Concrete Slab _____ Garbage Disposal _____ Jaccuzi or spa _____

COVENANT AND SIGNATURE:

I hereby make application to the Iredell County Health Department for a soils/site evaluation of the property described above. This evaluation is to be conducted for the sole purpose of obtaining a septic system Improvement Permit. I hereby authorize Iredell County Health Department representatives to go onto the above property for purposes of conducting this evaluation. I understand that, by state law, any Improvement Permit issued on the above property may be voided if substantial changes are made to the designated sewage system site. The issuance of an Improvement Permit by the Iredell County Health Department does not relieve me from compliance with all other relevant state/local laws or regulations. As owner or authorized agent, I covenant that the contents of this application are true and represent the maximum facilities intended to be placed on this property to my knowledge to date.

I understand that any Improvement Permit issued on the above property is valid for five (5) years from the issuance date and is subject to revocation if the above described site plans or intended use changes.

2-2-07 DATE _____ SIGNATURE OF OWNER/AUTHORIZED AGENT

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
Application For Improvement Permit
Site Plan Form

INSTRUCTIONS TO APPLICANT: (Items in Parentheses are to be performed by DEVELOPERS ONLY)

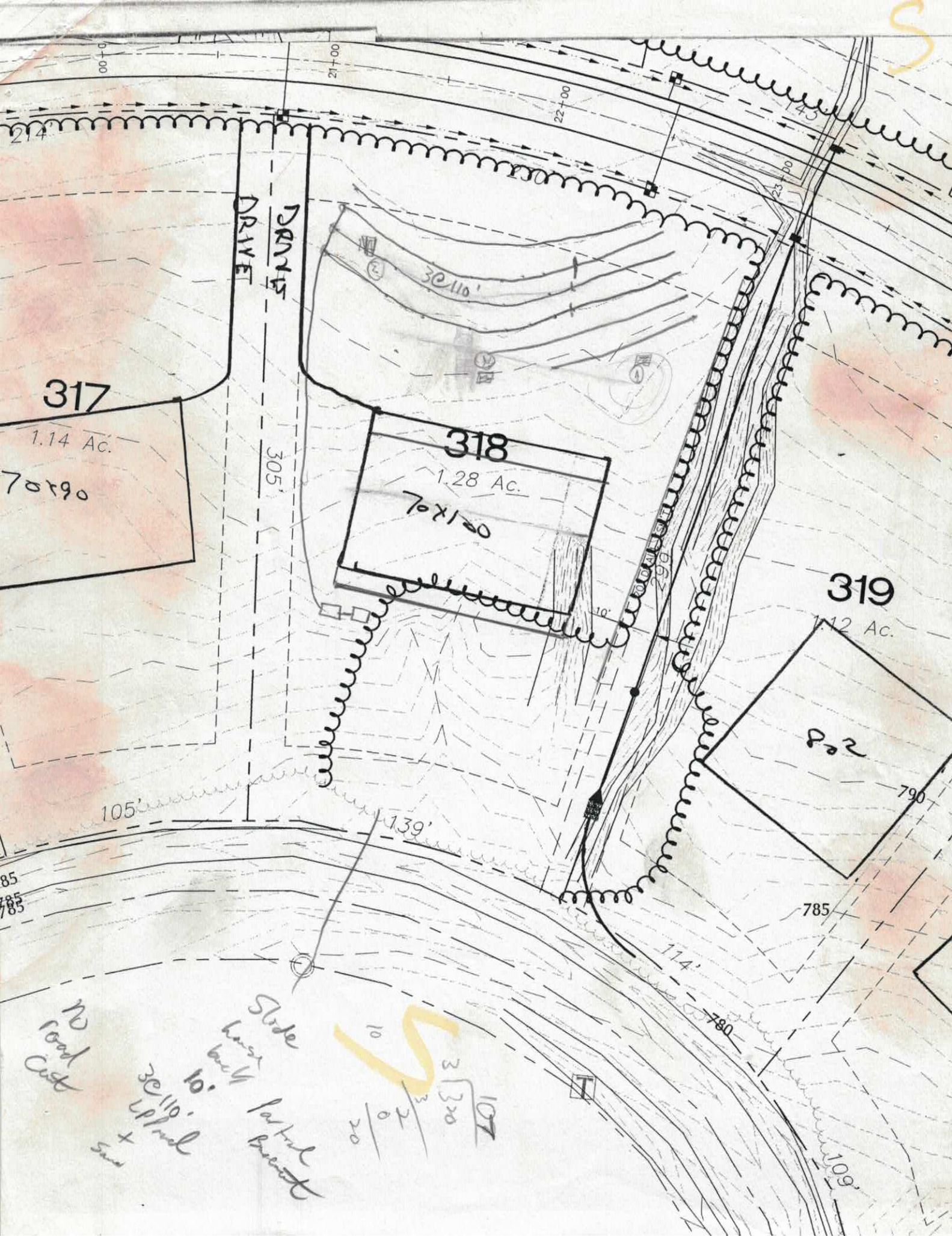
All property corners must be staked and flagged with dimensions matching those shown on an approved final (preliminary) plat (**and** proposed house dimensions must be staked and flagged) before the Iredell County Health Department can begin review work on this proposed site. An application for an Improvement Permit is considered complete **only** when this site plan form is completed, signed, and attached to the application form.

As Close To Scale As Is Possible: 1. Draw in the proposed lot showing **all** proposed lot dimensions and orientation to proposed streets or roads. 2. Draw in the proposed structure showing dimensions and distances to property lines (include decks, walkways, etc.). E. Draw in the proposed driveway location. 4. Draw in all wells, both existing and proposed, including those on adjacent property (if known). 5. Draw in any other structure ie. sheds, outbuildings, pools, etc. which will occupy space on the proposed lot.

See attached site plan

I hereby convenant that the above representation is correct to the best of my knowledge and ability.

2-2-04 Date _____ SIGNATURE OF OWNER/AUTHORIZED AGENT


DRIVE
305'
317
1.14 Ac.
70x90
318
1.28 Ac.
70x120
319
1.12 Ac.
802
105'
139'
114'
785
780
790
109'
30'110'
10'
290'
214
230
143
21+00
22+00
23+00

IREDELL COUNTY HEALTH DEPARTMENT

Application For Improvement Permit and/or Authorization To Construct, Existing System Inspection

(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)

1. **APPLICATION FOR:** ✓ Improvement Permit ___Authorization To Construct ___BOTH ___Existing System Inspection

2. **Page 2: *Site Plan Worksheet* Form MUST Accompany This Application**
   The following optional attachments may also be submitted: ___ Survey Plat, Scaled no more than 1 Inch = 60 Feet
   Place check ( ) beside whichever is submitted if applicable ___ Custom Site Plan, Scaled no more than 1 Inch = 60 Feet

3. **Applicant Information:**

Applicant Name	Mailing Address	Home Phone	Work Phone
LAKE NORMAN	SIGNATURE HOMES, LLC	704/799-1851	704/361-0402
Owner Name	**Mailing Address**	**Home Phone**	**Work Phone**
584 BRAWLEY SCHOOL RD, STE 104	MOORESVILLE, NC 28117		

4. **Property Information:**

Street Address	Subdivision Name	Section/Phase and Lot Number
196 BAYBERRY CREEK CIR	THE POINT	3 LOT 318

Driving Directions: BRAWLEY SCHOOL RD, R ON MCKENDREE, L ON BAYBERRY CREEK LOT 318 ON RIGHT

5. **RESIDENTIAL Site Development Information:** ***(Check or Complete ALL that apply)***

(✓) New, Single Family Residence
( ) New, Multi-Family Residence
( ) Expansion of Existing Septic System
( ) Repair To Failing Septic System

Maximum Number of Bedrooms 4
Maximum Number of Occupants 4
If Expansion, Current Number of Bedrooms ___

( ) Crawl Space Foundation?
( ) Concrete Slab Foundation?
( ) Basement w/Plumbing?
( ) Basement w/out Plumbing?

IF Non-Residential Site Development:
Type of Business _____
Square Footage of Building _____
Maximum Number of Employees _____
Maximum Number of Seats _____

6. **Proposed Water Supply:**

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

7. **Desired Septic System Type:** ***(You may rank in order of preference, if any)***

( ) Alternative ( ) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other_____ ( ) No Preference

8. **Please Answer The Following To The Best of Your Ability:**

( ) Yes ( ) No Does the site contain any jurisdictional wetlands?
( ) Yes ( ) No Is any non-domestic sewage (i.e. industry) to be generated?
( ) Yes ( ) 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.

9. **Signature:** _____ 4-12-07
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) **DATE**

IREDELL COUNTY HEATLH DEPARTMENT

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…
SHOW: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site
____ Front and side setbacks from property line…
____ Preferred driveway location and configuration, preferred 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:

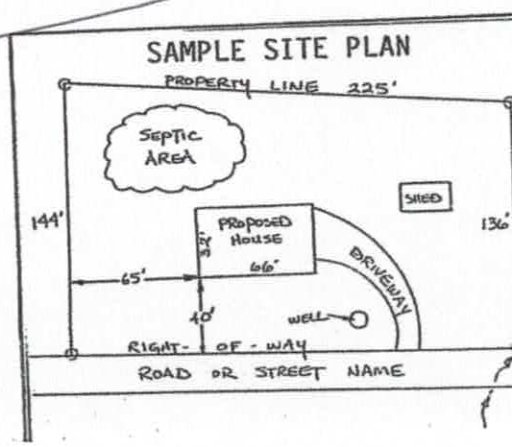
____ Location of septic systems and wells within 100' of your property… N/A
____ Location of easements and rights of ways on your property… N/A
____ Location of any designated wetlands on the property… N/A

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

4-11-07
DATE

USE THIS SPACE TO DRAW YOUR SITE PLAN





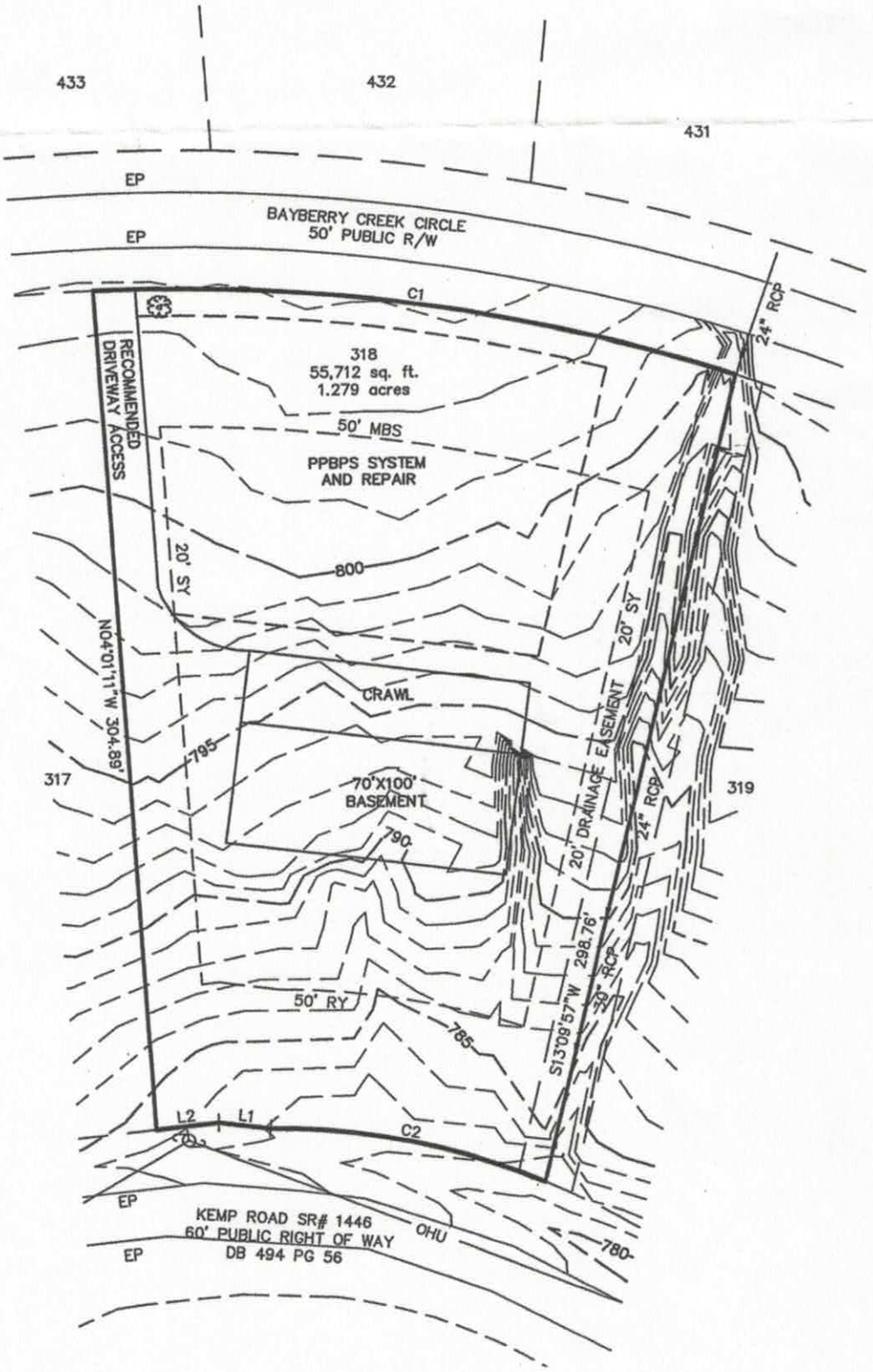
DRIVEWAY PIPES LOCAT__GRADE, AND SIZE (MINIMUM 18") ARE TO BE APPROVED BY THE FARMS ARCHITECTURAL CONTROL COMMITTEE PRIOR TO CONSTRUCTION.

PRELIMINARY PLAT NOT FOR CONSTRUCTION RECORDATION,SALES OR CONVEYANCES

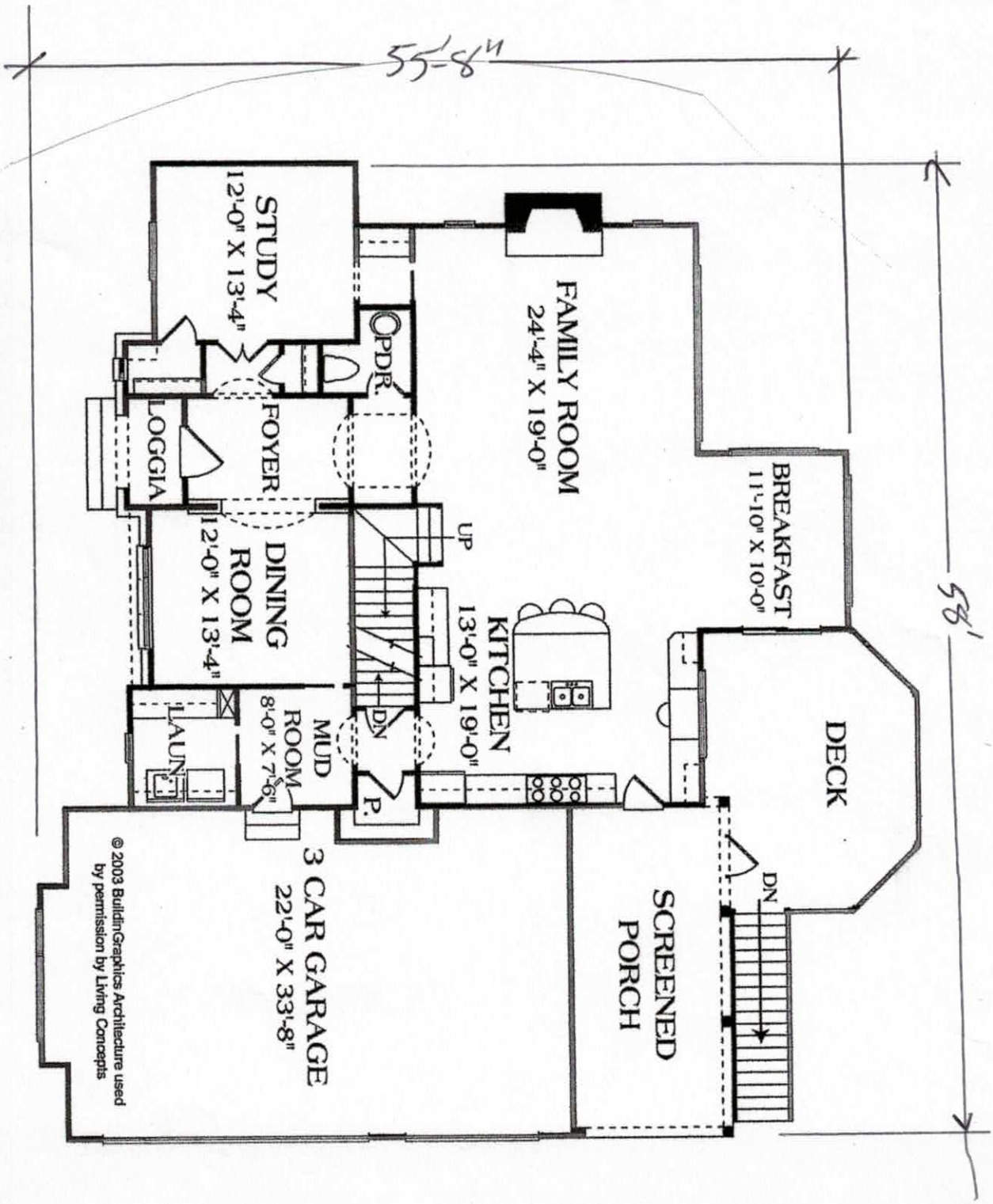
NORTH ORIENTED TO GRID(NAD 83)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N82°58'52"W	18.69'
L2	S83°48'24"W	22.22'

CURVE TABLE					
CURVE	RADIUS	LENGTH	BEARING	CHORD	DELTA
C1	650.00'	230.82'	S81°49'39"E	229.61'	20°20'46"
C2	249.21'	99.82'	N78°38'30"W	99.15'	22°56'55"

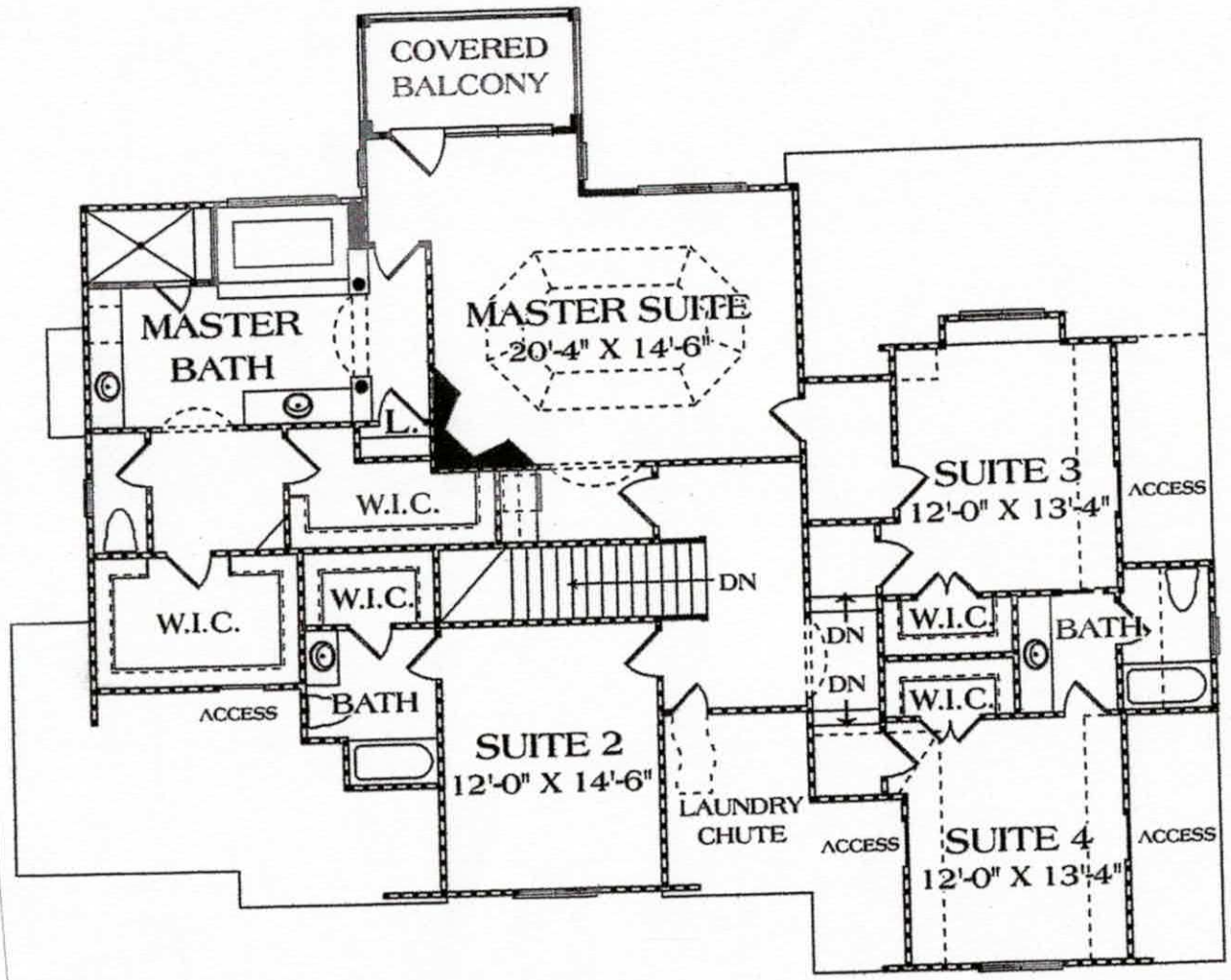


Acknowledgement Of
Plans Submittal ONLY!
Date 4-12-07
Date 4-12-07

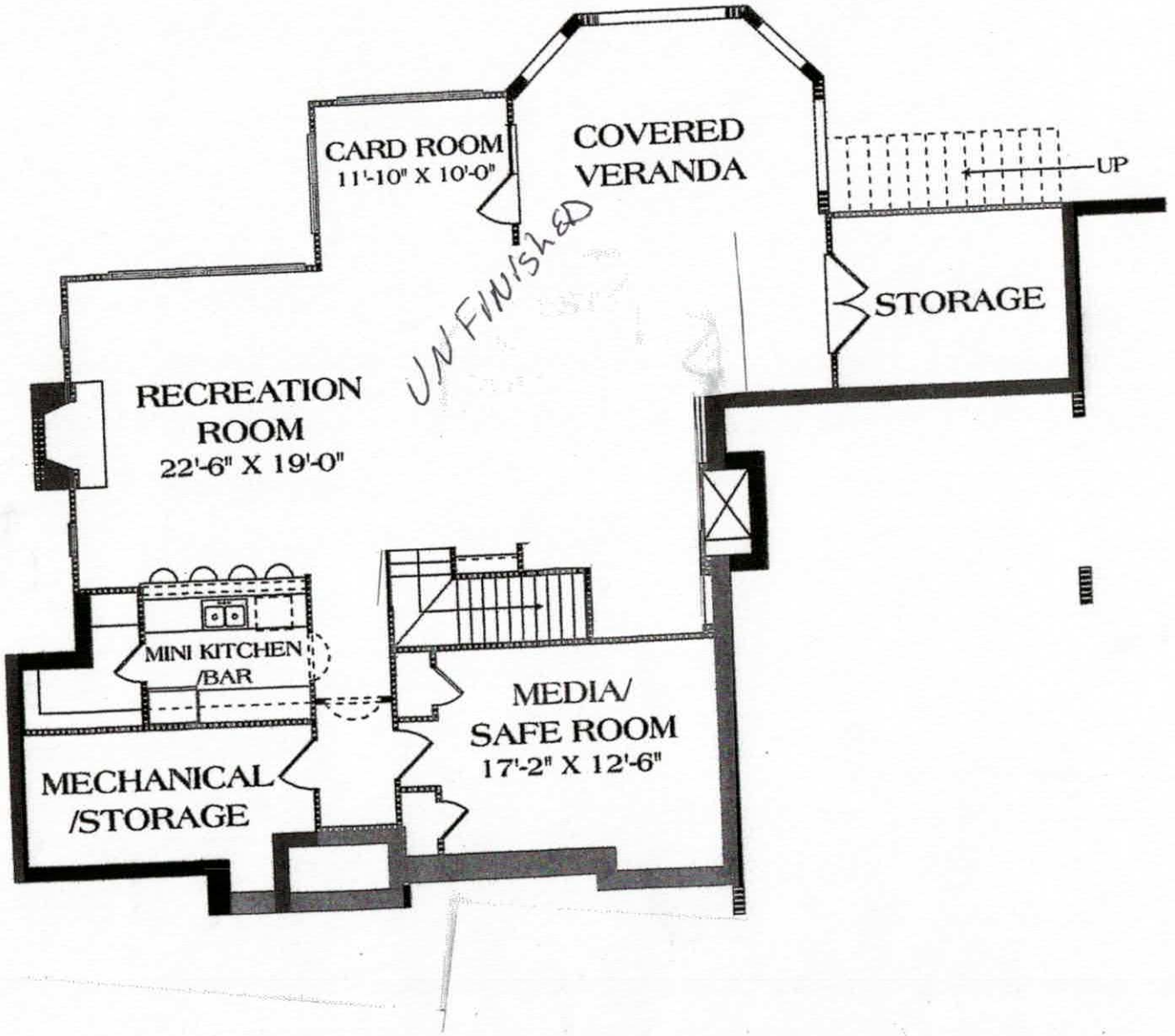


First Floor Plan

E-3633



Second Floor Plan


CARD ROOM
11'-10" X 10'-0"
COVERED
VERANDA
UP
UNFINISHED
STORAGE
RECREATION
ROOM
22'-6" X 19'-0"
MINI KITCHEN
/BAR
MEDIA/
SAFE ROOM
17'-2" X 12'-6"
MECHANICAL
/STORAGE

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 #: 118604ZO
Proposed Use: Single Family
Location of Property: 000 Bayberry Creek Cr. Mooresville NC 28117
Parcel #: 4626-38-4001.318
Lot #: 318 Size: 1.28
Applicant: Toney Jacobs
Address: 168 Broadbill Dr
Mooresville NC 28117
Phone: 704-663-6905
Property Recorded: No Site Plan Reviewed:

Subdivision: The Farms Phase 3
Township: 1700 Davidson
Zoning: RA
Flood Plain: No Watershed: WSIV-PA
Owner: The Farms, LLC
Address: 2214 Brawley School Rd
Mooresville, NC 28115
Phone:
Community Water: Yes 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: 35 ft Min: Right Side Yard: 15 ft
Min. Number Parking Spaces: Max. Built Upon Area:

Comments:
Hold building permit until plat is recorded

Directions:
Brawley School Rd,right on McKendree, left on Bayberry Creek, 14th lot on right

FEES

Zoning Permit/Inspection Fee	☑	$45.00
Site Plan Review Fee	☐	$0.00
Environmental Health New System	☑	$200.00
Environmental Health Existing System	☐	$0.00
Total Fees:		$245.00

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 $45.00 is charged on all permit applications.

STEPHANIE WHITLOCK

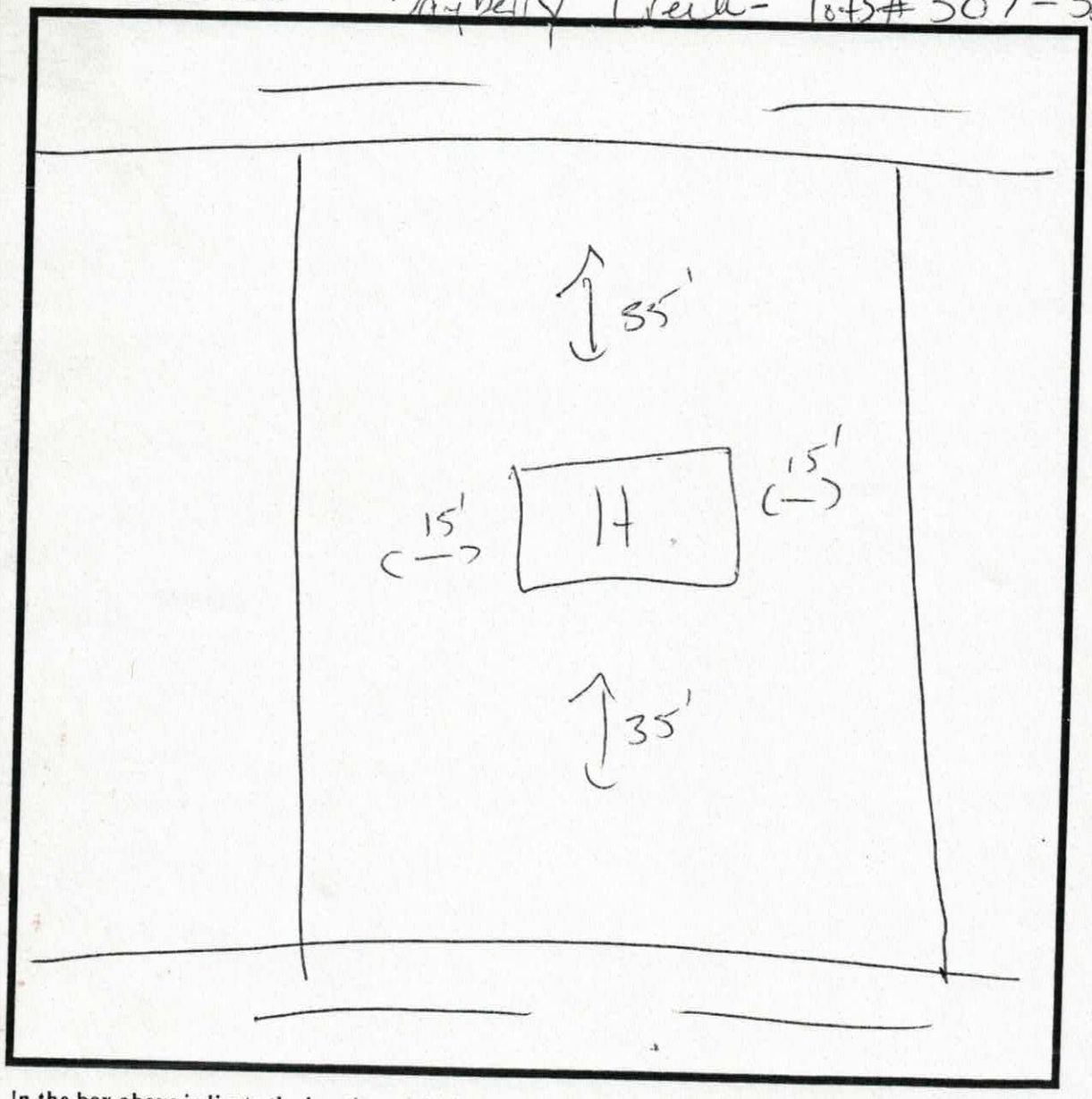
Printed: 1/23/2004

S

The applicant certifies that there are no deed restrictions, contractual agreements or governmental regulations of any kind that interfere with or prohibit the use of the property or the use for which this permit is requested. Applicant further acknowledges that enforcement of deed restrictions, plat conditions, and other contractual agreements will not be undertaken by Iredell County and is the sole responsibility of the affected parties.

Applicant **Date**

STREET NAME Barbelly Creek - Lots #307-320



In the box above indicate the location of the building/s or structure/s, their orientation to the front of the lot as indicated , and the setback distances to all property lines and the distance to any other building/s or structure/s on the lot. Also indicate the size/shape of the lot and the corresponding dimensions when necessary. The front of the lot is the portion which abuts a public right of way or easement.

Farms 318 S

STANLEY ENVIRONMENTAL SOLUTIONS, INC

STATE OF NORTH CAROLINA
COUNTY OF _____

INSPECTION AND MAINTENANCE AGREEMENT (rev.11/01)

THIS AGREEMENT is made and entered into this 17th day of June by and between Natalie McLellan ("Owner") and **Stanley Environmental Solutions, Inc** (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system designated a **Type IV** system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Admin. Code 18A.1900 et seq.; and

WHEREAS, 15A N.C. Admin. Code 18A.1961 requires a contract to be executed between the system owner and a management entity prior to the issuance of an Operation Permit for said system; and

WHEREAS, 15A N.C. Admin. 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 as long as the system is in use; and

WHEREAS, the Contractor is a management entity of a type authorized by the 15A N.C. Admin. Code 18A.1961 to manage a **Type IV** 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 Owners system located at: 196 Bayberry Creek Circle, Mooresville, NC 28117

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

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

      (1) 2 inspections per year; one visual and one to set head pressure maintenance
      (2) n/a
      (3) n/a

   c. The Contractor shall report the results of its inspections to the local health department at the frequency **IV** System.

d. If an inspection indicates the need for system repairs, the Contractor shall notify the local health department within **48 hours** of the inspection.

e. The Contractor shall notify the Owner of needed repairs, which are outside the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefore at the Contractors 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. Admin. Code 18A.1961(b) for a **Type IV** System.

g. The Contractor shall respond to a request for a nonscheduled service or maintenance call within **24 hours** after receipt of such request.

2. **The Owners Obligations.**

a. The Owner shall pay to the Contractor the sum agreed upon ear for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon **sixty (60) days** advance notice to the Owner. The Owner shall pay to the Contractor his 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 **15 days** of billing. Payment due to the Contractor and unpaid by the Owner after 15 **days** shall accrue 1.5% interest from the due date until paid.

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

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 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 **thirty (30) days** in advance of the date of termination.

c. Termination by the Owner.
Only The Farms Property Owner's Association may terminate this Agreement by giving notice to the Contractor and to the local health department **thirty (30) days** in advance of the termination. The owner of the property is required to follow POA covenants and bylaws regarding septic system inspections.

d. Termination by the Contractor

(1) The Contractor may terminate this Agreement for the cause by giving written notice of intent to terminate this Agreement to the Owner and to the local health department **thirty (30) days** in advance of the date of termination. Cause shall be defined as:

(a) Failure to remit payment for any bill for services performed under and in accordance with this Agreement if said is not paid within **15 days** of receipt by the Owner of the bill. If said bill is paid after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect; or

(b) Failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that the needed repairs to the system were completed by another entity within **seven (7) days** of receipt of notice of needed repairs pursuant to paragraph i.e. above. If said authorization to complete needed repairs or evidence of completion of said repairs is provided after notice of termination of this Agreement, this Agreement shall continue in effect;

(c) 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.

(2) 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. <u>Assignment</u>.

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 its rights and duties under this Agreement to another management entity, which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a **Type <u>IV</u>** system upon **thirty (30) days** written notice to the Owner and to 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 Contractors duties under this Agreement. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

6. **Representations.** The Parties represent to each other that each has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement.

7. **Regulatory Amendments.** Reference in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future

8. **No Implied Waver.** The waiver by either Party of a default or a breach by the other 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 provision; and (b) shall not in any way affect the validity of this Agreement, or any part 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 certified or registered mail, return receipt requested, postage prepaid to the Party to be notified and addressed as follows:

To the Contractor: **Stanley Environmental Solutions**
PO Box 184
Stanley, NC 28164

To the Owner:
Natalie McLellan
196 Bayberry Crk Circle
Mooresville, NC

To the Local Health Department **Iredell County Environmental Health**.

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted 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 to the other party.

10. **Place 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 Par' .ire 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 of 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 extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, 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.

Natalie M-Killen
(Owner)

Attest:

Stanley Environmental Solutions, Inc
(Contractor)

Attest: Monika Skillie

(hr:mecontract.gm)