

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 Lot 256 Shoreline Road, Iredell County NC
House Footprint: Refer to Drawing
Water Source: Private Well (Existing Well to be Abandoned)
Number of Bedrooms: 4/480gpd
Proposed LTAR: Initial 0.3 gpd/ft2, Repair 0.3 gpd/ft2
Suggested System Type: Initial ~~25% Red.~~ PPBPS, Repair PPBPS
Design Flow: 480gal
Linear Feet: 267'
Distribution: CVB
Pressure Head: 2'
System Flow: 36.58
Dosing Volume: 223.20
Pump Run Time: 6.10
Elevation Head: TBD
Friction Head: TBD
Total Dynamic Head: TBD
Estimated Supply Line Length: Approx. 170' (2")
Drawdown: 10.63"
Proposed Trench Depth: 36"
Trench Width: 24"
Trench Bottom Sq. Ft.: 534'
Septic/ Pump tank size: 1000 ST, 1000 PT

Line	Actual Length	Design Length	Elevation
White 1	19'		2.4
Blue 2	35'		3.0
Pink 3	**50'**	**50'**	**3.4**
White 4	**50'**	**50'**	**3.6**
Blue 5	**52'**	**52'**	**4.1**
Pink 6	**56'**	**55'**	**4.9**
White7	**60'**	**60'**	**5.4**
Blue8	64'		5.9
Pink 9	49'		6.0
White 10	27'		6.1
Blue11	32'		6.4
Pink 12	13'		6.5
White 13	30		

Septic/Pump Tanks	**TBD**
CVB	**3.2**
Benchmark: Front right corner	**1.6**

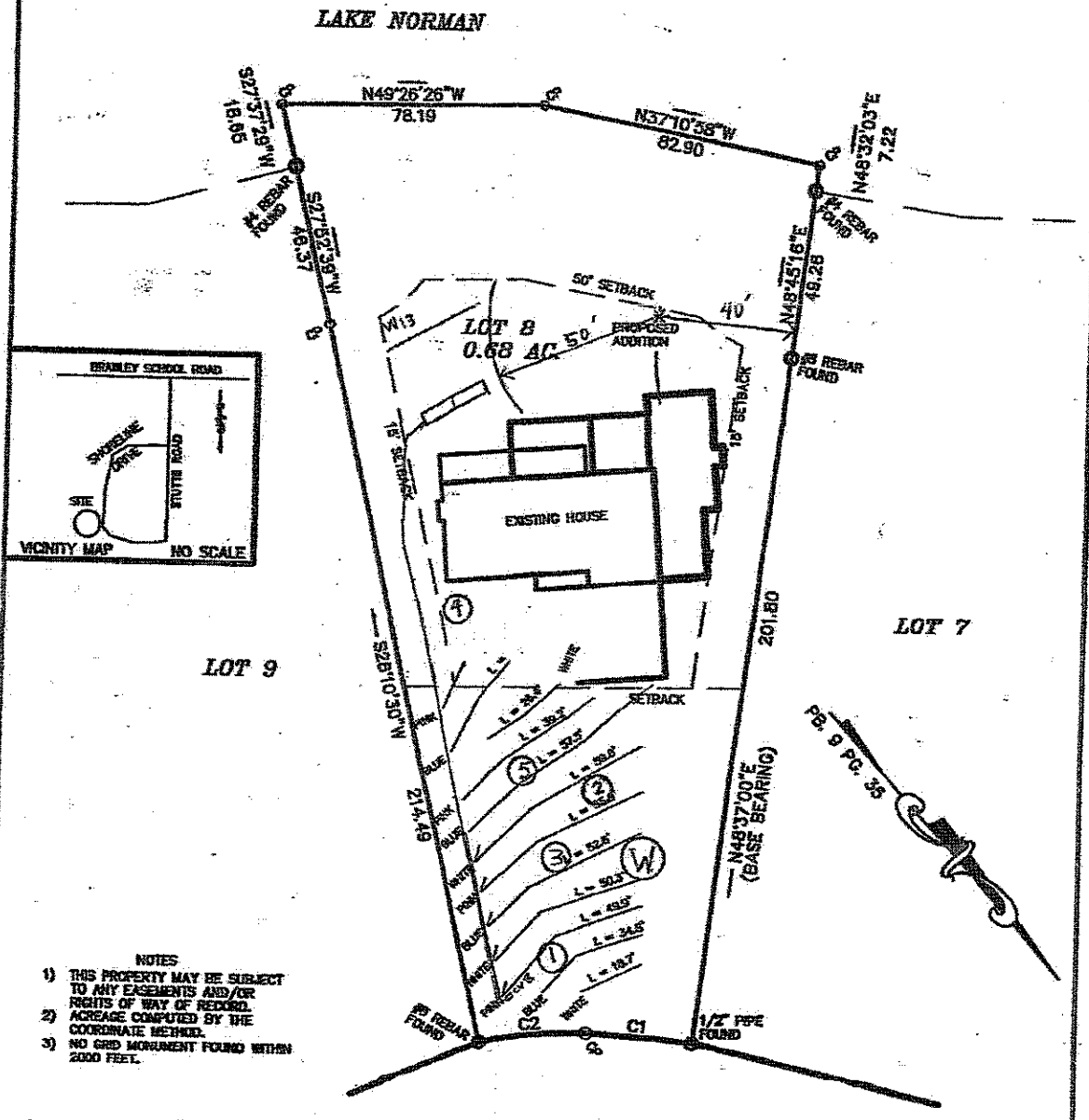
Initial System: 267' of LP PPBPS **Repair System: 269'** of PPBPS
Septic Tank/Pump tank: 1000/1000gal

Comments: Currently this site has a 3 bedroom septic system located behind the house (refer to attached permit). The owners are proposing to expand on the right side and the rear of the house, adding one additional bedroom. Due to this expansion, we are proposing to abandoned the existing septic system and install a new 4 bedroom system in the front of the lot. Presently, we have laid out a four bedroom system in the front yard, maintaining 50' from all adjacent wells, although the existing well will need to be abandoned and move to the rear of the house. If there are any questions please feel free to call me @ 704-576-3887.

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"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
111-D Raceway Drive * Mooresville * NC * 28117
(704) 664-7029 (704) 664-8041 Fax

I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book_____, page_____, and/or plat book 9, page 35, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C. my hand and seal on the 30 day of MARCH, A.D. 20 12

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	356.41'	31.20'	S 43°49'58" E	31.19'
C2	114.90'	31.70'	S 54°15'49" E	31.60'



PROPOSED SEPTIC LAYOUT SURVEY

OF

LOT 8 IMPERIVAL POINT

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

PROPERTY ID #: _____
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Greg Howard APPLICATION DATE: 3-12
ADDRESS: 256 Shoreline DATE EVALUATED: 3-12
PROPOSED FACILITY: 4 Bedroom PROPOSED DESIGN FLOW (.1949): 480 gpd PROPERTY SIZE: .68ac
LOCATION OF SITE: 256 Shoreline 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)		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 2-4%	0-4	Br. SCL WSBK	FR SS/SP SEXP	Few Sap Incl.	48"			PS .3+
		4-34	R Clay SBK	FR SS/SP SEXP					
		34-48	R CL WSBK	FR SS/SP SEXP					
2	LS 2-4%	0-5	Br. SCL WSBK	FR SS/SP SEXP		48"			PS .3+
		5-31	R Clay SBK	FR SS/SP SEXP					
		31-48	R CL SBK/WSBK	FR SS/SP SEXP					
3	LS 2-4%	0-8	Br. SCL WSBK	FR SS/SP SEXP	Few Sap Incl.	48"			PS .3+
		8-32	R Clay SBK	FR SS/SP SEXP					
		32-48	R CL WSBK	FR SS/SP SEXP					
4	LS 2-4%	0-4	Fill			48"			PS .3+
		4-18	Br. SCL WSBK	FR SS/SP SEXP					
		18-33	R Clay SBK	FR SS/SP SEXP					
		33-48	R CL SBK/WSBK	FR SS/SP SEXP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	534 sq. ft	560 sq. ft
System Type(s)	LP PPBPS	LP PPBPS
Site LTAR	.3	.3

OTHER FACTORS (.1946): Existing system
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: _MA&ASSOC.
OTHER(S) PRESENT:

COMMENTS:

SOIL/SITE EVALUATION

(Continuation Sheet)

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

PROPERTY ID #: _____
DATE OF EVALUATION: _____
COUNTY: Iredell _____

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	
5	LS 2-4%	0-5	Br. SCL WSBK	FR SS/SP SEXP	Few Sap Incl.	48"			PS .3+
		5-29	R Clay SBK	FR SS/SP SEXP					
		29-48	R CL SBK/WSBK	FR SS/SP SEXP					

Pd 500.00
3-26-12
Relocation

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
Application for IMPROVEMENT PERMIT , AUTHORIZATION TO CONSTRUCT, or 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 #	Alternate Phone #
Michael Athanas	1999 Cauldreck Dr.	(704) 576-3887	
Owner Name	Mailing Address	Home Phone #	Alternate Phone #

4. Property Information:

Street Address	Subdivision Name	Section/Phase and Lot Number
256 Shoreline	Imperival Point (Lt. Rt)	Lot 8

Driving Directions: Brawley → Stutts → Shoreline

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
(✓) Other Existing House

Maximum Number of Bedrooms 4
Maximum Number of Occupants 8
If Expansion, Current Number of Bedrooms 2

(✓) 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
N/A

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: _____ 3-26-12
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…

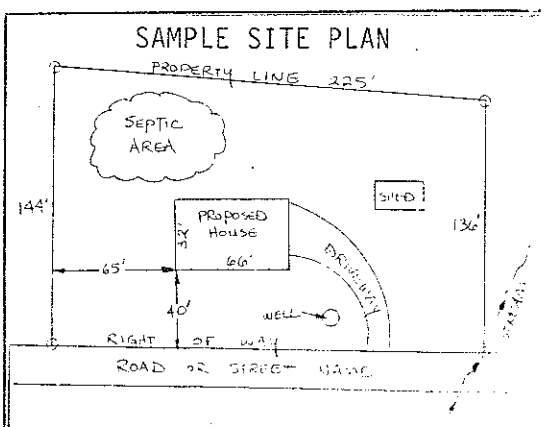
Circle N/A on the following if appropriate:

- ✓ 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)

3-27-12
DATE

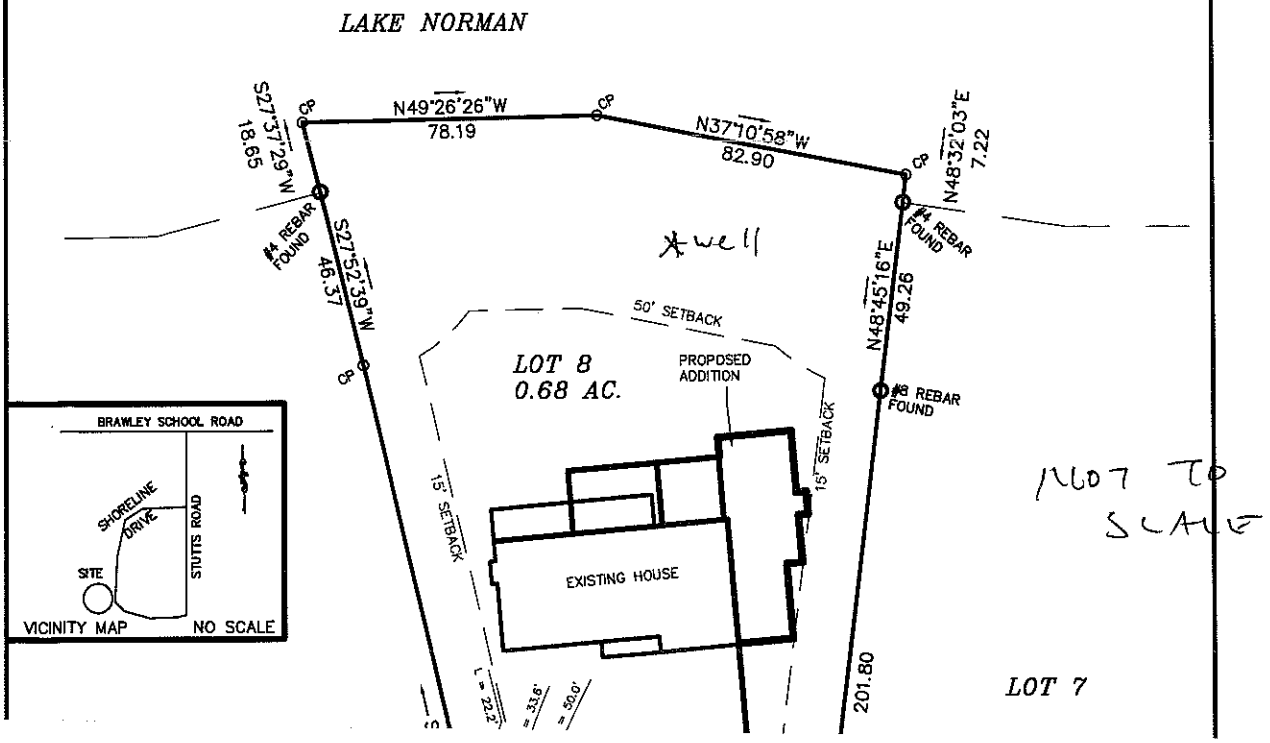
USE THIS SPACE TO DRAW YOUR SITE PLAN



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C2	114.90'	31.70'	S 54°15'49" E	31.60'



1"=60' TO SCALE

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

Zoning Permit

Permit Number: 172148ZO

Printed: 4/27/2012

Master #: 172148

Associated Permits:
172148ZO Zoning

Applicant

Name: Pinnacle Building Services
Address: 128-B Promenade Dr
Mooresville, NC 28117

Phone: 704-799-8641

Parcel

Parcel Number: 4635563745.000
Address: 256 Shoreline Lp.
Mooresville, NC 28117
Subdivision: Imperial Point

Zoning: R20
Township: 1700
Area:
Lot(s): 8

Directions to Parcel: Brawley School Rd, left Stutts, to end right onto Shoreline property on left

Owners

Name: Greg Howard
Address: 256 Shoreline Lp.
Mooresville, NC 28117

Phone: 704-799-6208

Contractors

Contractor Type: Building
Name: Pinnacle Building Services
Address: 128-B Promenade Dr
Mooresville, NC 28117

Phone: 704-799-8641

Fees and Receipts:

Number	Description	Amount
FEE-252847-07	Zoning - Permit Application	$75.00
FEE-252848-07	Technology Fee - Planning	$2.25
	Total Fees:	**$77.25**

WELL ABANDONMENT RECORD

North Carolina Department of Environment and Natural Resources- Division of Water Quality

WELL CONTRACTOR CERTIFICATION # 2609

1. WELL CONTRACTOR:

NEILL PARDUE
Well Contractor (Individual) Name

AIR DRILLING, INC.
Well Contractor Company Name

STREET ADDRESS 176 COMMERCE BLVD

STATESVILLE NC 28625
City or Town State Zip Code

(704) 872-7614
Area code - Phone number

2. WELL INFORMATION:

SITE WELL ID # (if applicable) _____

STATE WELL PERMIT # (if applicable) _____

COUNTY WELL PERMIT # (if applicable) _____

DWQ or OTHER PERMIT # (if applicable) _____

WELL USE (Check applicable use): ☐ **Monitoring** ☑ **Residential**

☐ **Municipal/Public** ☐ **Industrial/Commercial** ☐ **Agricultural**

☐ **Recovery** ☐ **Injection** ☐ **Irrigation**

☐ Other (list use) _____

3. WELL LOCATION:

COUNTY IREDELL QUADRANGLE NAME _____

NEAREST TOWN: MOORESVILLE

256 SHORELINE LOOP
(Street/Road Name, Number, Community, Subdivision, Lot No., Parcel, Zip Code)

TOPOGRAPHIC / LAND SETTING:

☐ Slope ☐ Valley ☐ Flat ☐ Ridge ☐ Other _____
(Check appropriate setting)

LATITUDE 35° 32. 398

LONGITUDE 80° 53. 884

May be in degrees, minutes, seconds, or in a decimal format

Latitude/longitude source: ☐ GPS ☐ **Topographic map**

(Location of well must be shown on a USGS topo map and attached to this form if not using GPS.)

4a. FACILITY- The name of the business where the well is located. Complete 4a and4b. (If a residential well, skip 4a; complete 4b, well owner information only.)

FACILITY ID #(if applicable) _____

NAME OF FACILITY _____

STREET ADDRESS _____

City or Town State Zip Code

4b. CONTACT PERSON/WELL OWNER:

NAME PINNACLE BUILDERS

STREET ADDRESS 127 A PROMENADE DR.

Mooresville, NC 28117

5. WELL DETAILS:

a. Total Depth: 142 ft. Diameter: 3 in.

b. Water Level (Below Measuring Point): _____ ft.

Measuring point is _____ ft. above land surface.

6. CASING: Length Diameter

a. Casing Depth (if known): N/A ft. _____ in.

b. Casing Removed: N/A ft. _____ in.

7. DISINFECTION: HTH

(Amount of 65%-75% calcium hypochlorite used)

8. SEALING MATERIAL:

Neat Cement

Cement — lb.
Water — gal.

Sand Cement

Cement — lb.
Water — gal.

Bentonite

Bentonite lb.

Type: ☐ Slurry ☐ Pellets

Water _____ gal.

Other

Type material BENTONITE CHIPS

Amount 550 LBS

9. EXPLAIN METHOD OF EMPLACEMENT OF MATERIAL:

POURED

10. WELL DIAGRAM: Draw a detailed sketch of the well on the back of this form showing total depth, depth and diameter of screens (if any) remaining in the well, gravel interval, intervals of casing perforations, and depths and types of fill materials used.

11. DATE WELL ABANDONED 5/13/14

I DO HEREBY CERTIFY THAT THIS WELL WAS ABANDONED IN ACCORDANCE WITH 15A NCAC 2C, WELL CONSTRUCTION STANDARDS, AND THAT A COPY OF THIS RECORD HAS BEEN PROVIDED TO THE WELL OWNER.

Neill Pardue 5/13/14

SIGNATURE OF CERTIFIED WELL CONTRACTOR **DATE**

_____

SIGNATURE OF PRIVATE WELL OWNER ABANDONING THE WELL **DATE**

(The private well owner must be an individual who personally abandons his/her residential well in accordance with 15A NCAC 2C .0113.)

NEILL PARDUE

PRINTED NAME OF PERSON ABANDONING THE WELL

Submit a copy to the owner and the original to the Division of Water Quality within 30 days.
Attn: Information Management, 1617 Mail Service Center -- Raleigh, NC 27699-1617, Phone No. (919) 733-7015 ext 568.

Form GW-30
Rev. 5/06

J.C. Moore
Maintenance Contract

State of North Carolina

County of Iredell

PIN 4835-56-
~~Permit~~ Number 5745

THIS AGREEMENT is made and entered into this the ____ day of June, 2014, by and between Greg & Heather Howard (hereinafter the "Owner") and (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 being designated a Type IVA 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 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. Admin. Code 18A. 1961 to manage a Type 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 systems located at 256 Shoreline Loop Mooresville, N.C.

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-A~~ system.

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

(1) Inspect the structural integrity and maintain all of the physical and mechanical components of the system.
(2) Inspect the performance and condition of the drain field.
(3) Flush and clean the laterals of the system.
(4) Check and set pressures in the system.
(5) Check and adjust pump delivery rate of the system.
(6) Clean septic tank filter if applicable and accessible.
(7) Perform any other requirements of the Operations Permit.

C. The Contractor shall report the result of its inspections to home Owner after each inspection and to the local Health Department at the frequency specified in Table V (b) of 15A N.C. Admin. Code 18A. 1961 (b) for a Type IV-P 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 that require the use of hand tools only at the request of the Owner and shall be entitled to payment therefore at the Contractors normal charge for services and materials. The Contractor shall not perform repairs that require the use of heavy equipment, electrical license or plumbing license.

2. The Owner's Obligations.

A. The Owner shall pay the Contractor upon signing this contract, the sum of for the first year of periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be renewed at the end of each 12-month period. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not increase more that 20 percent per year. The Owner shall pay in the following methods.

( ) to be paid at the time of the signing of this agreement and to be paid before the second scheduled inspection.

(250.00 dollars to be paid at the time of the signing of this agreement.

B. The Owner shall pay to the Contractor his normal and customary fees for any work performed on the system $75.00 dollars per hour, with minimum of one hour, plus cost of material(s) as a result of nonscheduled service or maintenance calls. All fees for nonscheduled service or maintenance are due and payable within thirty (30) days of billing. Payments due to the Contractor and unpaid by the Owner after thirty (30) days shall accrue interest from the due date until paid at a rate of 1.5 percent per month.

C. The Owner shall keep the area of the septic system drain field properly mowed and protected from traffic. The Owner shall keep the designated repair area reserved for future repair to the septic system.

D. 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 termination.

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 erminate by mutual consent to the local Health Department thirty (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 thirty (30) days in advance of the date of termination.

D. Termination by the Contractor

(1) The Contractor may terminate this Agreement for 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 bill is not paid within thirty (30) 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 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. 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 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 IVA system upon thirty (30) days written notice to the Owner and the local Health Department.

5. 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.

6. Regulatory Amendments

References in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future.

7. No Implied Waiver

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 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.

8. Notice

Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by mail and addressed as follows:

To the Owner:

Grest Heather Howart
256 Shoreline Loop
Mooresville NC. 28117

To the Contractor:

J.C. Moore
1227 Trautman Dr.
Statesville, N.C.
28625

To the Local Health Department

Iredell Co Health Dept
610 E center Ave
Mooresville N.C. 28115

The date of any Notice shall be the date of delivery. Changes in the respective addresses to whic notice may be directed may be made from time to time by either Party by notice to the other Part

9 Place of Agreement

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

10 Entire Agreement and Amendment.

This Agreement supersedes all prior negations, 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.

11 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 agre 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 th 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 duplic originals, one of which is retained by each of the Parties, the day and year first above written

(OWNER) _____

(CONTRACTOR) J. C. Moore