RECEIVED MAR 1 8 2014

Paid $500.00 Statesville Pl

IREDELL COUNTY HEALTH DEPARTMENT

202257 Paid $710.00 5-6-14

ENVIRONMENTAL HEALTH DIVISION

PAGE 1: *APPLICATION FORM*

Application For: (✓) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
( ) Septic Improvement Permit (✓) Authorization to Construct ( ) Existing System Inspection ( ) Septic System Repair

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: ( ) Survey Plat, scaled no more than 1 inch = 60 feet
Place an (X) beside whichever is submitted if applicable ( ) Custom Site Plan, scaled no more than 1 inch = 60 feet

Applicant Information: Clayton Modular Homes Freedom Homes

Applicant Name: ERIC WARD Address: 1124 Charlotte Hwy Phone: 704-883-6448

Owner Name: W/B REQ John EBERFIELD Address: _____ Phone: _____

Property Information: 116

Street Address: ~~Lot # 116~~ Bayview Dr. Mooresville NC. 28117

Subdivision Name: Bayview estates Section/Phase: _____ Lot Number: 40

Driving Directions: Brawley School Road TL onto Stutts the Right on Shoreline then Bayview lot on Right (only Vacant lot)

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

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

Maximum Number of Bedrooms: 4
Maximum Number of Occupants: 6
( ) Swimming Pool
( ) Other Addition/Structure: _____

(✓) 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 ( ) 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 ( ) Modified Conventional ( ) Other: _____

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. industrial) to be generated?
( ) Yes (✓) No Is the site subject to approval by any other public agency?

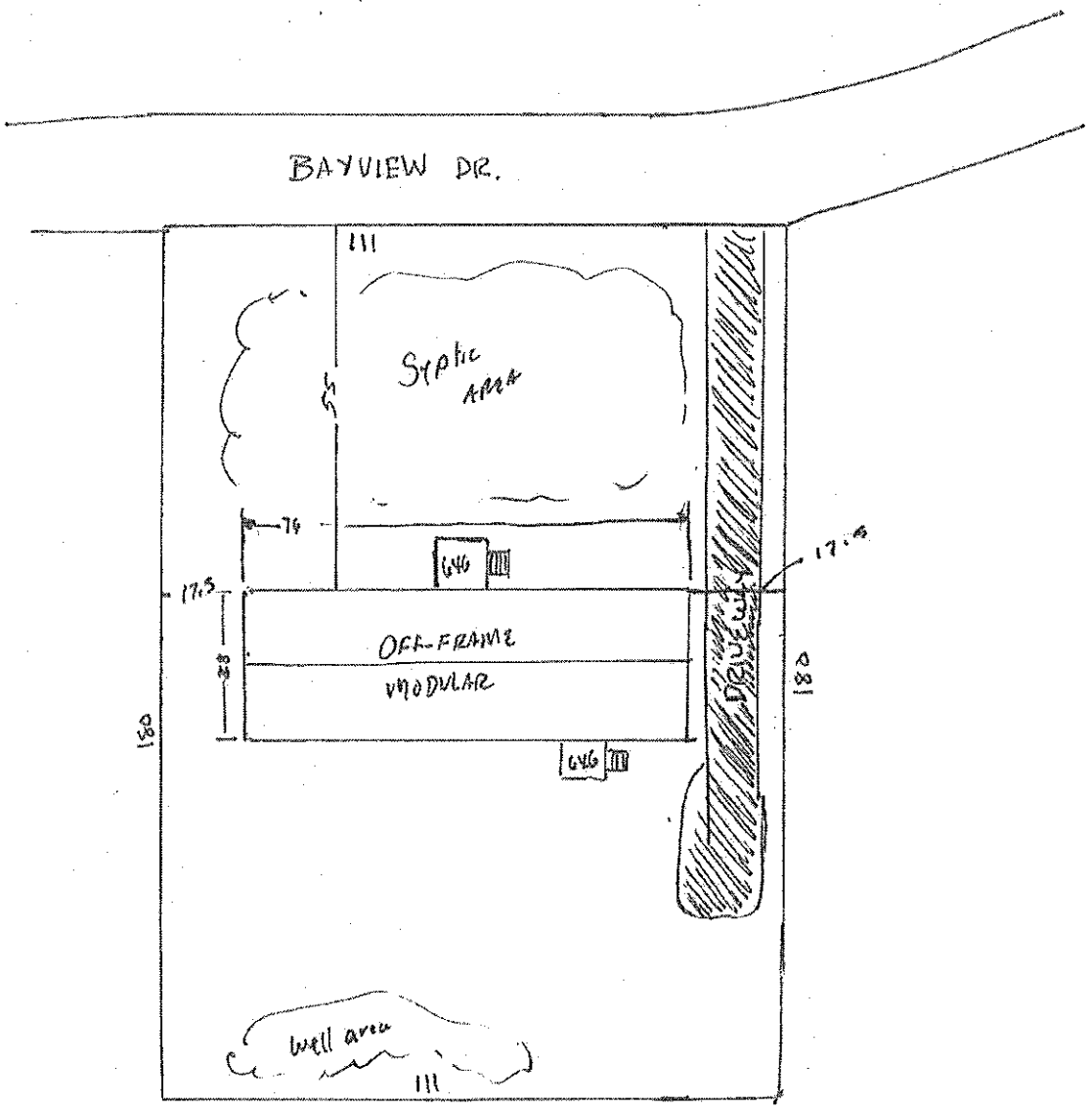
I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible 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.

Signature: Eric Ward 3-18-14

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

PAID 3-18-14 ck 3977.25 ✓1419

Ebberfield


BAYVIEW DR.
111
Septic area
74
17.5
646
OFF-FRAME
MODULAR
38
180
646
17.5
DRIVEWAY
181
well area
111

IREDELL COUNTY

PO Box 788
349 North Center St.
Statesville, NC 28677

APPLICATION NUMBER
202257
Issue Date: 03/18/2014

ZONING PERMIT

Open Space

Parcel Number	Street Address	Jurisdiction
4635583289.000	116 BAYVIEW DRIVE, MOORESVILLE, NC 28117	MOORESVILLE

Owner Information	Applicant Information
Owner: HOLLAR CORA LEE	Applicant: CMH HOMES INC
Address: 27 IREDELL CO, NC 28625	Address: 1124 CHARLOTTE HWY TROUTMAN, NC 28166
Phone:	Phone:

Use Requested	Zone Code
MODULAR HOME, NEW SEPTIC & WELL	

Lot Acreage	F Setback	B Setback	L Setback	R Setback	Watershed	Flood Zone
	35.00	35.00	15.00	15.00	CA	X

Remarks:

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. The 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: Eric Ward Date: 3/18/14

Permit Number	8127	TOTAL FEES:	$ 77.25

Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 1 OF 1
PIN #: 4635-58-3289
Lot #: 40
Permit #: 202257
AppID:

APPROVED APR 30 2014

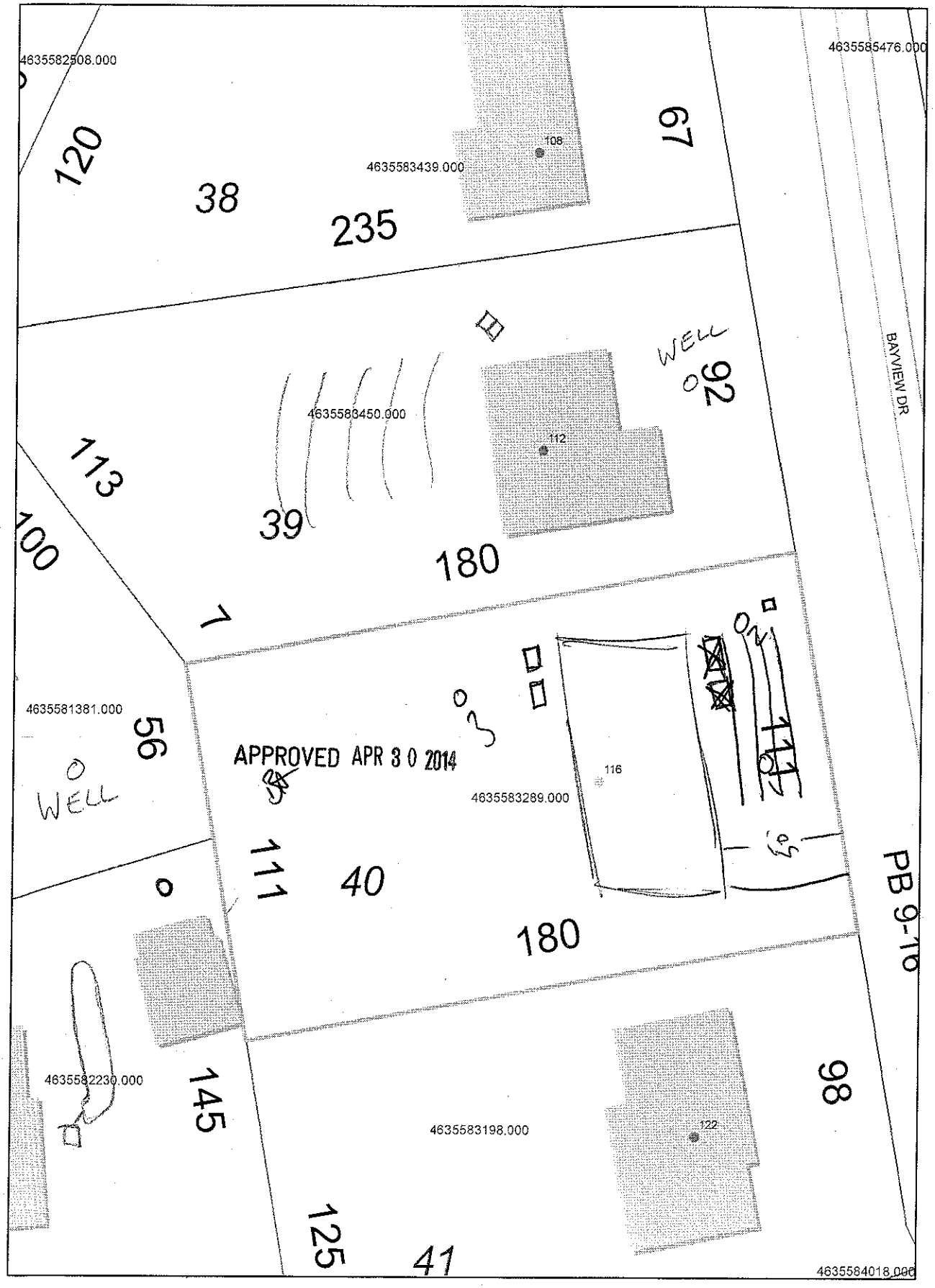
SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: ERIC WARD
Applicant: SAME
Address: 1124 CHARLOTTE HWY
Date Evaluated: 4/30/2014
Proposed Facility: SFR Design Flow (.1949) 480
Property Size: .459 AC
Location of Site: BAYVIEW ESTATES LOT 40
Property Recorded: YES
Water Supply: [ ] Public [X] Individual [X] Well [ ] Spring [ ] Other
Evaluation Method: [X] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [X] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
AB 1	LINEAR 3%	0-40	RC,M,SBK	SS	NA	48"	COMM @ 40"	48+	.3
		40-48	RCL,M,SBK	SS					
AB 2	LINEAR 3%	0-48	RCL,M,SBK	SS	NA	48"	MANY @ 36"	48+	.3
AB 3	LINEAR 3%	0-25	SCL,W,SBK	SS	NA	48"	NA	48+	.3
		25-48	RC,M,SBK	SS					

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)	LP PANEL	LP PANEL
Site LTAR	.3	.3

Other Factors (.1946): EASEMENT FOR NEIGHBORING DRAIN LINES
Soil Evaluation By: BEN ALDRIDGE
Others Present: NONE
Site Classification (.1948): PS
Site Evaluation By: BEN ALDRIDGE
Others Present: NONE


4635582508.000
4635585476.000
120
38
235
67
108
4635583439.000
BAYVIEW DR.
WELL
92
4635588450.000
112
113
39
180
100
7
4635581381.000
56
WELL
APPROVED APR 3 0 2014
116
4635583289.000
111
40
180
PB 9-16
4635582230.000
145
4635583198.000
122
98
125
41
4635584018.000

Type: CRP
Recorded: 05/02/2014 at 03:54:22 PM
Fee Amt: $91.00 Page 1 of 6
Revenue Tax: $65.00
Iredell County, NC
Matthew J. [illegible] Register of Deeds
BK 2297 PG 1705-1710

Drawn by: Alan G. Carpenter, Attorney
1318-C Davie Avenue, Statesville, NC 28677

Excise Tax: 65.00

PIN: 4635 58 3289

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

GENERAL WARRANTY DEED

THIS DEED made this 3rd day of April, 2014, by and between

RONNIE HOLLAR, an unmarried man, and MARGARET ANN PICOU and husband, DANIEL PICOU, as heirs under the Will of Cora Lee Hollar, and TROY HOLLAR, widower holding a life estate under the Will of Cora Lee Hollar,

hereinafter called the "Grantor," whose mailing address is:
122 Bayview Dr., Mooresville NC 28117
and

JOHN LAWRENCE ELBERFELD, III,

hereinafter called the "Grantee," whose mailing address is:
105 Beechfield Ct., Mooresville, NC 28117

(The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.)

WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land

R.O.T.C.

Page Count: 6
☐NS ☐PQ ☐SI

situated in Iredell County, North Carolina, and more particularly described as follows:

BEING ALL of Lot No. 40 of BAY VIEW ESTATES, as the same is platted, planned and recorded in Plat Book 9, page 16, Iredell County Registry.

But the Grantor excepts and reserves for himself, his heirs and assigns, an easement for the existing septic drainfield, over and upon that portion of Lot No. 40 of Bay View Estates which is described as follows:

To find the point of Beginning of the easement area, commence at a No. 4 rebar found in the western margin of Bayview Drive, the northeastern corner of Lot No. 41 of Bay View Estates as platted in Plat Book 9, page 16, and run thence South 79-52-11 West 85.22 to a point, the point and place of Beginning; thence from the point of Beginning and with the line of Lot No. 41, South 79-52-11 West 44.92 feet to a point; thence with new lines, the following courses and distances: (1) North 04-55-10 East 31.81 feet to a point; (2) North 76-38-50 East 35.71 feet to a point; and (3) South 11-53-25 East 32.74 feet to a point in the line of Lot No. 41, the point and place of Beginning, containing 0.029 acres, more or less, with this description taken from a survey by James R. Hobbs, dated April 24, 2014, a copy of which is attached hereto.

The septic drainfield easement shall be an appurtenance to Lot No. 41 of Bay View Estates as platted in Plat Book 9, page 16, Iredell County Registry, and described in Deed Book 834, page 291, Iredell County Registry.

In the event that the septic system requires repair, the Grantor and his successors in interest shall be permitted to make repairs, but the easement area must then be restored to its prior condition at the expense of the party making the repair.

The property does not include the primary residence of the Grantor. (NCGS § 105-317.2).

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple, subject to the easement reserved herein.

And the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements, rights of way and restrictions of record, if any,

and the septic drainfield easement reserved by the Grantor.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing, as of the day and year first above written.

Ronnie Hollar (SEAL)

Margaret Ann Picou (SEAL)

Daniel Picou (SEAL)

Troy Hollar (SEAL)

STATE OF NC

COUNTY OF Iredell

I, a Notary Public of the aforesaid County and State, certify that Ronnie Hollar personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1st day of May, 2014.

Notary Public

My Commission Expires: 7-29-14
(Official Seal)

ALAN G. CARPENTER
Notary Public
Iredell County, North Carolina
My Commission Expires: July 29, 2014

STATE OF GEORGIA

COUNTY OF COBB

I, a Notary Public of the aforesaid County and State, certify that Margaret Ann Picou and Daniel Picou personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30 day of APRIL, 2014.

Notary Public
James Michael D'Ambrosio

My Commission Expires: 03-20-15
(Official Seal)

JAMES MICHAEL D'AMBROSIO
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
MARCH 20, 2015

STATE OF NC

COUNTY OF Iredell

I, a Notary Public of the aforesaid County and State, certify that Troy Hollar personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1st day of May, 2014.

Notary Public

My Commission Expires: 7-29-14
(Official Seal)

ALAN G. CARPENTER
Notary Public
Iredell County, North Carolina
My Commission Expires: July 29, 2014

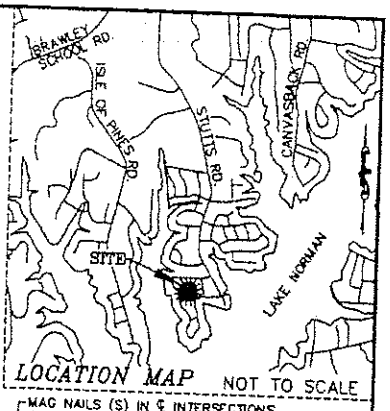
STATE OF NORTH CAROLINA
IREDELL COUNTY

I certify that this map was drawn from an actual survey made under my supervision The unadjusted ratio of precision as calculated is 1': 10,000± Boundaries not surveyed, if any, are noted. Deed descriptions are recorded in Book, as Page shown .Witness my hand and seal this 30th day of APRIL, 2014.

NORTH CAROLINA PROFESSIONAL SEAL L-3703 LAND SURVEYOR JAMES R. HOBBS

James R. Hobbs
Professional Land Surveyor
L-3703

NOTES:
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- AREA BY COORDINATE COMPUTATION.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENT FOUND DURING THE SURVEY.
- PROPERTY CORNER PIPE SIZES AS SHOWN ARE NOMINAL INSIDE DIAMETER.



LOCATION MAP NOT TO SCALE

NC GRID NAD 83(2011) GPS OBSERVATION (VRS) APRIL 24, 2014

BAYVIEW DR.
(60' R/W)-P.B. 9 PG. 16

MAG NAILS (S) IN ℄ INTERSECTIONS OF BAYVIEW DR. AND SHORELINE LP.
(TIE LINE ONLY) S17°28'16"E 673.56'-(NTS)
(TIE LINE ONLY) N41°20'05"W 262.13'-(NTS)

CGF=0.99985251
S09°51'16"W 1525.85'-(NTS)

NCGS SILO
N 659875.30 FT
E 1435723.18 FT
NAD 83(2011)
OBSERVED COORDINATE

N 658372.38 FT
E 1435462.11 FT
NAD 83(2011)

S10°17'43"E 111.49'

GRAVEL DRIVE

S79°52'11"W 85.22'

LEGEND

- LINES SURVEYED
- LINES NOT SURVEYED
- TIE LINES
- OVHD DISTRIBUTION LINE (OVERHEAD)
- #4 REBAR (F)
- CONCRETE MONUMENT (F)
- RETAIL POWER POLE
- NO MONUMENTATION UNLESS OTHERWISE NOTED
- TEL BOX
- ℄ CENTERLINE
- PROPERTY LINE
- (F) DENOTES "FOUND"
- (S) DENOTES "SET"
- NTS DENOTES "NOT TO SCALE"

PIN 4635-58-3289
AREA = 0.459 ACRE
(INCLUDING 0.029 ACRE IN NEW SEPTIC EASEMENT)
D.B. 834 PG. 291
LOT #40 BAY VIEW
P.B. 9 PG. 16

PIN 4635-58-3198
CORA LEE HOLLAR
D.B. 834 PG. 291
LOT #41 BAY VIEW
P.B. 9 PG. 16

PIN 4635-58-3450
JANET LEISING
D.B. 1883 PG. 476
LOT #39 BAY VIEW
P.B. 9 PG. 16

N79°50'37"E 179.38'

S11°53'25"E 32.74'

N76°38'30"E 35.77'

FLAGGED LINES

S79°52'11"W 44.92'

AREA IN NEW SEPTIC EASEMENT = 0.029 ACRE

N04°55'10"E 31.81'

S79°52'11"W 49.47'

GRAPHIC SCALE

0 15 30
(IN FEET)
1 inch = 30 ft.

LINE TABLE		
LINE	BEARING	DIST.
L1	S10°10'36"E	7.45

L1 (47.82') N10°10'36"W (63.68') 111.40' TOTAL

PIN 4635-58-1381
MELVIN BOYD DIXON and wife, BRENDA H. DIXON
D.B. 640 PG. 101
LOT #31 BAY VIEW
P.B. 9 PG. 16

PIN 4635-58-2230
CURTIS N. SWANSON and wife, VICKI L. SWANSON
D.B. 1125 PG. 1502
LOT #30 BAY VIEW
P.B. 9 PG. 16

LNS FILE NO.:	S140308
DWG NO.:	S140308
SURVEYED BY:	J.R. HOBBS
DRAWN BY:	N.D. WHITLEY
CHECKED BY:	J.R. HOBBS

TAX ID: 4635-58-3289
FOR SOURCE OF TITLE REFER TO D.BK. 834 PG. 291
PROPERTY OWNED BY
CORA LEE HOLLAR
SEPTIC EASEMENT ON

LOT #40 BAY VIEW ESTATES

DAVIDSON TOWNSHIP IREDELL COUNTY, N.C.

SCALE: 1" = 30'
BOOK: NA
DATE OF SURVEY: APRIL 24, 2014
DATE OF MAPPING: APRIL 25, 2014

LNS
SURVEY AND MAP PREPARED BY:
LAKE NORMAN SURVEYING & MAPPING PLLC #P-0190
137 Jennings Road, Suite C
Statesville, North Carolina 28625
(704) 876-4450 Fax (704) 876-4451

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

J.C. Moore
Maintenance Contract

State of North Carolina

County of Iredell Permit Number 204267

THIS AGREEMENT is made and entered into this the 29th day of May, 2014, by and between John Elberfelt (hereinafter the "Owner") and J.C. Moore (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 IV - A 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 116 Bayview Dr. Mooresville N.C. 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 - 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 ☒ 4 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. <u>The Owner's Obligations.</u>

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 #25.00 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:

John Elberfelt
116 Bayview Dr.
Mooresville N.C. 28117

To the Contractor:

J.C. Moore
1220 Troutman 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 c 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) x Ed Ward

(CONTRACTOR) E. C. Moore