

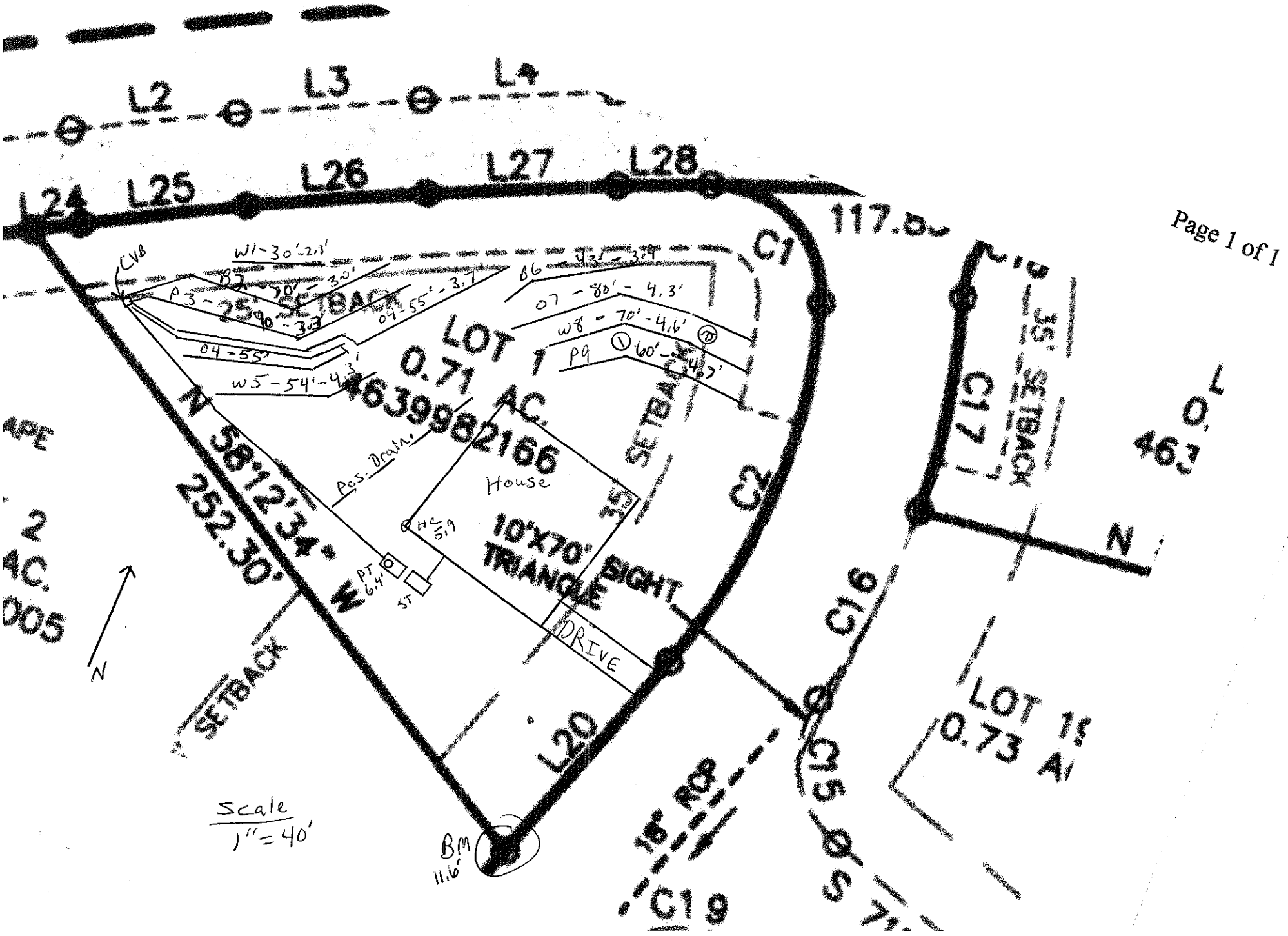
MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
1999 CANDLEWICK DRIVE
FORT MILL, S.C. 29715
803-802-4403 (office)
803-802-4402 (fax)

Reference: Highland Ridge, Lot 1, 110 Nesting Quail Ln.
House Footprint: See attached plan
Building Setbacks: 35' front/rear, 15' side
Water Source: Private well
Number of Bedrooms: 4/480 GPD
Predetermined LTAR (ICHD): 0.3 GPD/FT2 (initial)/ 0.25 GPD/FT2 (repair)
Proposed System Type: PPBPS
Proposed Repair System Type: PPBPS
Distribution: Low pressure-CVB
Flow per Orifice: 0.59 GPM
Orifice Size: 3/16"
System Flow: 36 GPM
Dosing Volume: 220 gallons
Pump Run Time: 6.1 minutes
Elevation Head: 8.1'
Friction Head: 2.7'
Pressure Head: 2'
Total Dynamic Head: 12.8'
Supply Line Length: 110'
Septic/Pump Tank Size: 1000/1000 gallons
Proposed Trench Bottom: 36"

Line	Design Length	No. of Panels	Actual Length	Elevation
White 1			30'	2.8'
Blue 2	**70'**	**16**	**70'**	**3.0'**
Pink 3	**90'**	**21**	**108'**	**3.3'**
Orange 4	**55'/55'**	**12/12**	**116'**	**3.7'**
White 5			54'	4.3'
Blue 6			43'	3.9'
Orange 7			80'	4.3'
White 8			70'	4.6'
Pink 9			60'	4.7'

Initial System: 270' **Repair System:** 337'
Pump Tank: 6.4' **House Corner:** 5.9' **Benchmark:** 11.6'

Comments:
This revision is in response to some disruption of the soil in the repair area. Michael Athanas & Associates adjusted the initial system and laid out the repair. We also performed 2 soil observations to verify the soils in the repair area. The soil in the initial area remains unchanged and was previously approved by Iredell County Environmental Health.


L2
L3
L4
L24
L25
L26
L27
L28
C1
C2
C15
C16
C17
C19
117.0
LOT 1
0.71 AC.
463982166
House
10'X70' TRIANGLE
RIGHT
DRIVE
SETBACK
SETBACK
SETBACK
Pos. Drain.
N 58°12'34" W
252.30'
W1-30'-2.1'
B2-70'-3.2'
P3-25'-3.1'
04-55'-3.7'
B6-3.3'-3.9'
07-82'-4.3'
W8-70'-4.6'
P9 ①-60'-4.7'
W5-54'-4.3'
PT 6.4'
ST
HC 5.9
CVB
BM 11.6'
16' R.O.W.
Scale 1"=40'
N
LOT 15
0.73 AC.

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

Sheet 1 of 1
PROPERTY ID #: 4639982166
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Adams Homes APPLICATION DATE
ADDRESS: Charlotte, NC DATE EVALUATED:
PROPOSED FACILITY: 4 bdrm PROPOSED DESIGN FLOW (.1949): 480 GPD PROPERTY SIZE: 0.71 AC
LOCATION OF SITE: 110 Nesting Quail, Highland Ridge 1 PROPERTY RECORDED: 7/29/2013
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 3%	0-10	FILL		F-C YBs No YBs	48"	N/A	N/A	PS 0.25 0.3 > 30"
		10-30	R C SBK	FR SS SP					
		30-48	R CL/C WSBK	FR SS SP					
2	LS 3%	0-10	FILL		F-C YBs No YBs	48"	N/A	N/A	PS 0.25 0.3 > 30"
		10-32	R C SBK	FR SS SP					
		32-48	R CL/C WSBK	FR SS SP					
3									
4									

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	810 FT2	1011 FT2
System Type(s)	PPBPS	PPBPS
Site LTAR	0.3 (ICHD)	0.25

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: M A & Associates
OTHER(S) PRESENT:

COMMENTS:

Paid $195.00 PH
Int. Relayout
2-21-14

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
PAGE 1: *APPLICATION FORM*

Application For:
( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
(X) Septic Improvement Permit (X) 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: (X) **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:

Applicant Name: Adams Homes **Address:** 10115 Kincey Ave St. 160 Charlotte, NC 28078 **Phone:** _____

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

Property Information:

Street Address: 110 Nesting Quail Ln.

Subdivision Name: Highland Ridge **Section/Phase:** _____ **Lot Number:** 1

Driving Directions: Perth, TL Fern Hill, TL Nesting Quail, 1st 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: 4
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 (X) Innovative ( ) 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: _____
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

2/21/2014
DATE

IREDELL COUNTY HEALTH DEPARTMENT

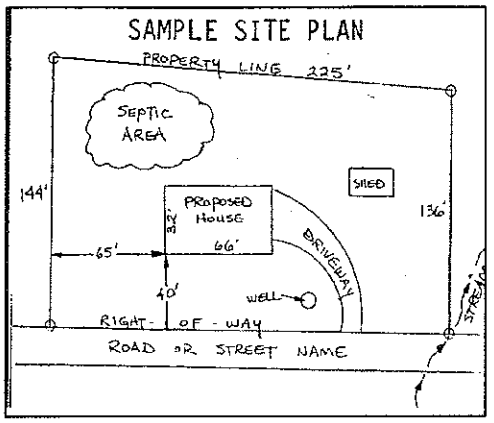
ENVIRONMENTAL HEALTH DIVISION

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: _____ 2/21/2014

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

IREDELL COUNTY

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

APPLICATION NUMBER
180803
Issue Date: 02/21/2014

Permit Type: IMPROVEMENT PERMIT APPLICATION

Parcel Number	Street Address	Jurisdiction
4639982166.000	110 NESTING QUAIL LANE	MOORESVILLE

Owner Information	Applicant Information	Contractor Information
Owner: ADAMS HOMES AEC- LLC Address: 10115 IREDELL CO, NC 28625 Phone:	Applicant: ADAMS HOMES AEC LLC Address: 10115 KINCEY AVENUE HUNTERSVILLE, NC 28078 Phone:	Contractor: ADAMS HOMES AEC- LLC Address: 10115 IREDELL CO, NC 28625 Phone: License Type License Number

Project Description

NEW SINGLE FAMILY - IREDELL

Scope of Work

SFD REPLACES PERMIT 140639. I HAVE SENT NEW INFOR TO THE HE
ALTH DEPT.

Permit Details:

IMPROVEMENT PERMIT FEE	Amount:	195.00
	Amount:	
	Amount:	
	Amount:	
	Amount:	
	Amount:	
	Amount:	

Owns
$ 0

I hereby c
local laws
contractor.

nd all work will comply with the state code and all other applicable state and
ment will be notified of any changes in the approved plans, a change of
n. This application becomes a permit only when validated and approved.

Date: 02/21/2014

ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE. ANY PERMIT ISSUED SHALL EXPIRE TWELVE (12) MONTHS AFTER LAST INSPECTION IF THE WORK IS DISCONTINUED.

Permit Number	6762	TOTAL FEES:	$ 195.00

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 X 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: X 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 #
Adams Homes AEC, LLC	10115 Kincey Ave Hunetrsville, NC 28078	704-825-0533	
Adams Homes AEC, LLC	10115 Kincey Ave Hunetrsville, NC 28078	704-825-0533	

Owner Name / Mailing Address / Home Phone # / Alternate Phone #

4. Property Information:

Street Address	Subdivision Name	Section/Phase and Lot Number
110 Quail Nesting Ln	Highland Ridge	Lot 1

Driving Directions: From I-77 North, exit 36, left at top of ramp onto Hwy 150, right onto Perth Road left onto Fern Hill Road, left into the community.

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

(X) New, Single Family Residence
( ) New, Multi-Family Residence
( ) Expansion of Existing Septic System
( ) Repair To Failing Septic System due to ___
( ) Other ___

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

( ) Crawl Space Foundation?
(X) 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:

(X) 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)* ( ) Existing system--installed in ___ *YEAR*

( ) Alternative (X) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other ___ ( ) No Preference

8. 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. industry) 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.

9. Signature: RoXanne Green
Property owner or owner's legal representative signature (SIGNATURE REQUIRED)

08/28/2013
DATE

IREDELL COUNTY HEATLH 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!!!*

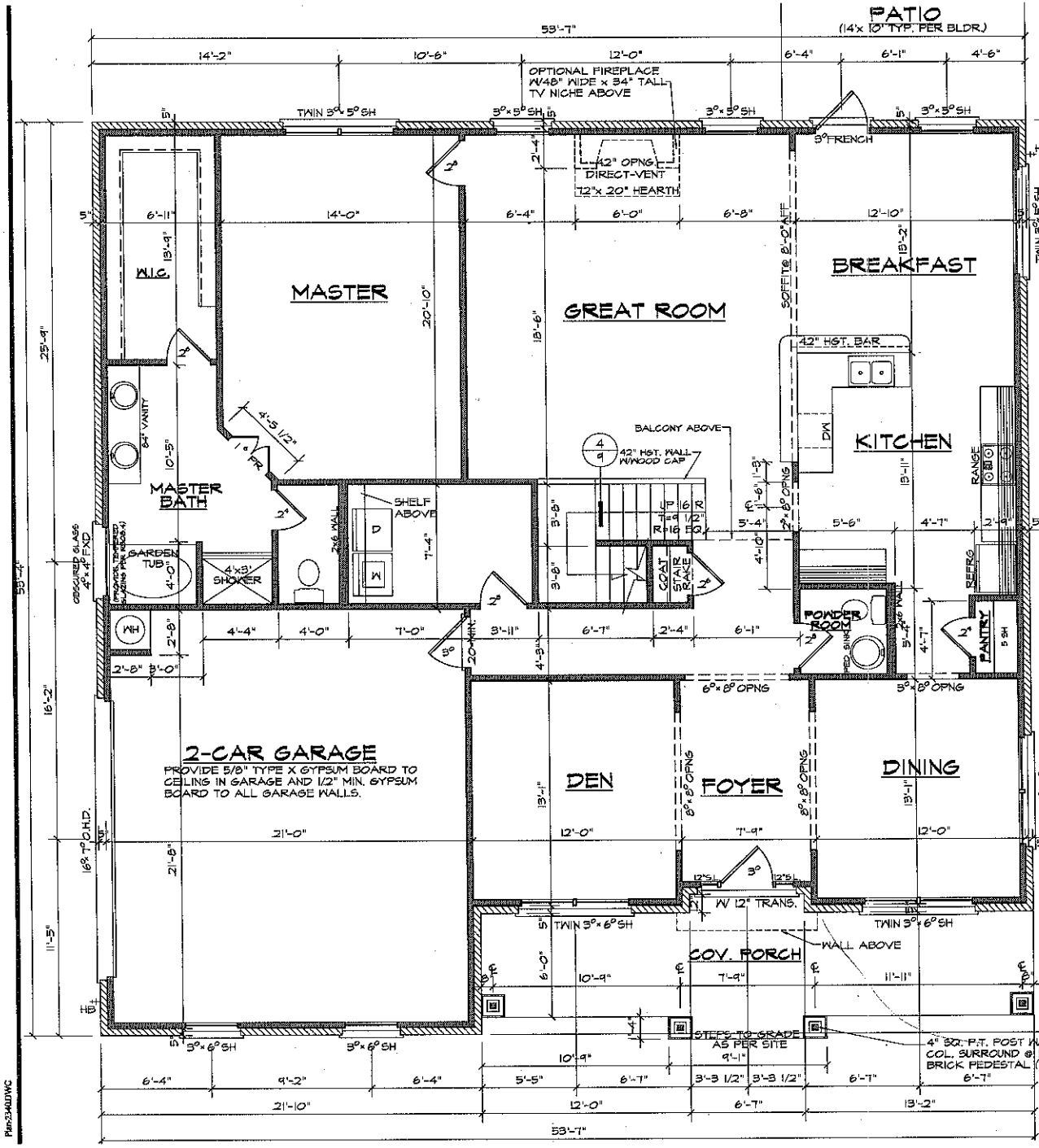
Place an (X) beside each item as you complete the site plan:

X	Property Line measurements are clearly identified...	
X	All proposed structures are indicated... *SHOW: proposed house or business footprint, wells, water lines, patios, pool and decks, and any other item that will occupy space on the site*	
X	Front and side setbacks from property line...	
X	Preferred driveway location and configuration, preferred well location...	
X	Area you prefer your septic system to be placed...	
X	North arrow, or other sufficient indicator of direction...	
	Circle N/A on the following if appropriate:	
X	Location of septic systems and wells within 100' of your property...	N/A
X	Location of easements and rights of ways on your property...	N/A
X	Location of any designated wetlands on the property...	N/A

Signature: ReKanne Sheen
REQUIRED property owner or owner's legal representative signature.

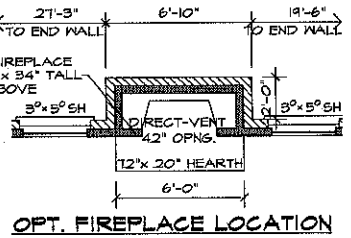
08/28/2013
DATE

USE THIS SPACE TO DRAW YOUR SITE PLAN

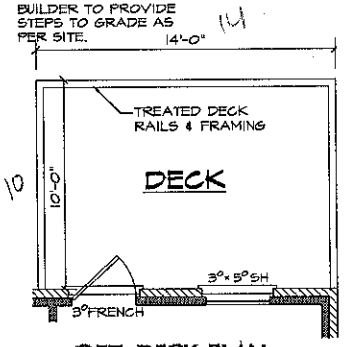


FIRST FLOOR PLAN

9'-0" (NOM.) CLG. HGT. U.N.O. SCALE: 1/4"=1'-0"
SET WINDOWS @ 7'-0" U.N.O.



OPT. FIREPLACE LOCATION



OPT. DECK PLAN

SCALE: 1/4"=1'-0"

Acknowledgement of Plans Submittal Only

Maria Dolce Date 3/9/13

Heather Nash Date 3/11/13

ADAMS HOMES AEC, LLC
1401 SUNDAY DRIVE, SUITE 115
RALEIGH, NC 27607
919-233-6747 (office) 919-233-6780 (fax)
NCBC043518

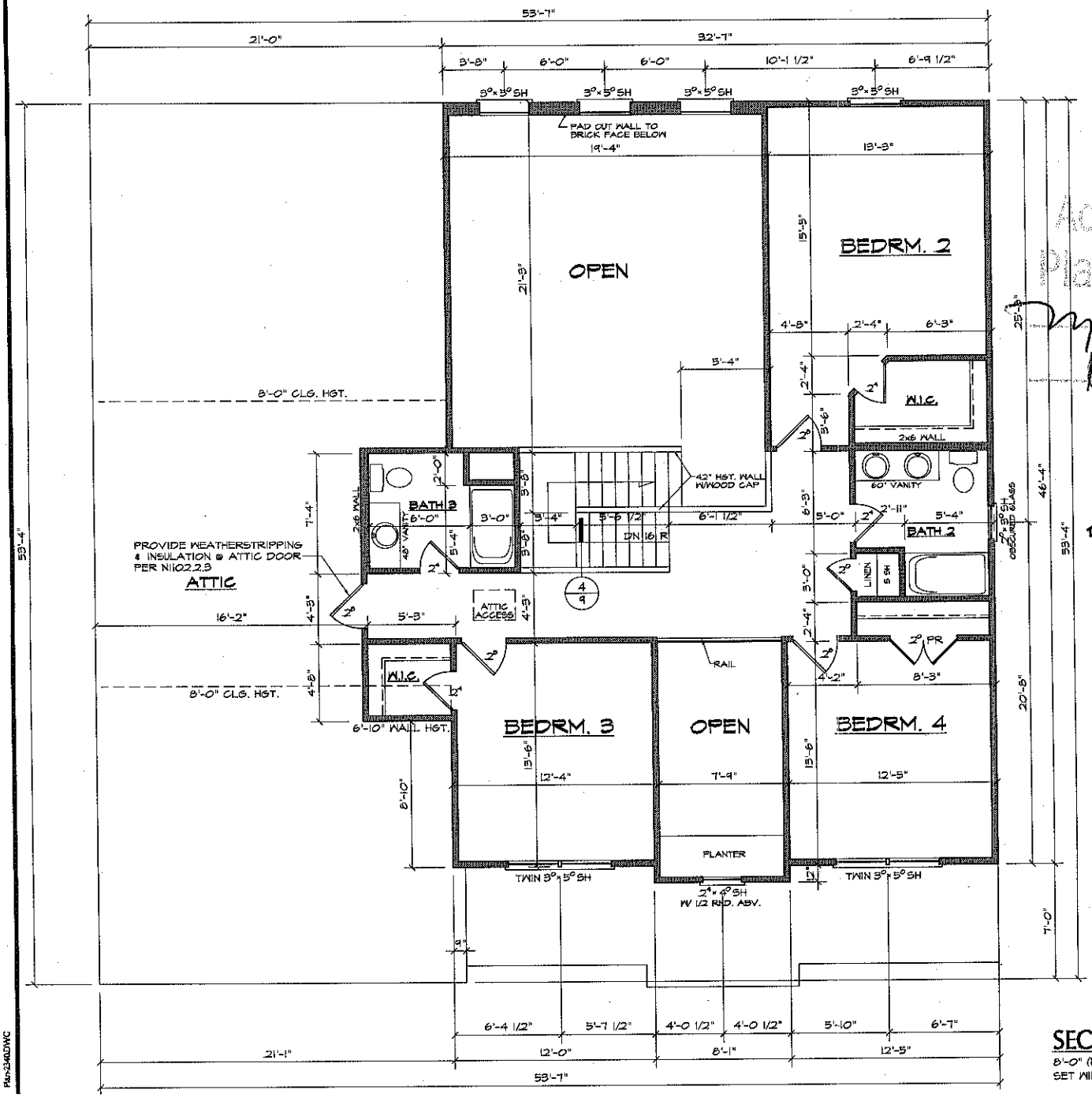
3045 "D" SE (L)
RALEIGH, NC
340
AUTOCAD 2004

DATE DRAWN
7-11-2013
REVISIONS

SHEET 5 OF 9

Plan3340DWC

53



Acknowledgement Of Plans Submittal ONLY
Date 9/4/13
Date

53

BUILDERS HOMES AEC, LLC
1401 SUNDAY DRIVE, SUITE 115
RALEIGH, NC 27607
919-233-6747 (office) 919-233-6780 (fax)
BL #2504351B

3045 "D" SE (L)
RALEIGH, NC
2340
AUTOCAD 2004

DATE DRAWN
7-11-2013
REVISIONS

SHEET 6 OF 9

SECOND FLOOR PLAN

8'-0" (NOM.) CLG. HGT. U.N.O.
SET WINDOWS @ 7'-0" U.N.O.
SCALE: 1/4"=1'-0"

P&D-2340LDWC

1

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

INSPECTION AND MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into this 21st day of, May, 2014 by and between Adams Homes AEC LLC (hereinafter the "Owner") and Rowan Septic Tank & Ditching Co., Inc., George Kirkpatrick, (hereinafter the "Contractor").

WITNESSETH

WHEREAS, The Owner owns or controls the property upon which ground absorption sewage treatment System (hereinafter "system") is installed, such system being designated a Type 4 system under the Rules For Sanitary Collection Treatment and Disposal found at 15A N.C. Admin. Code 18A.1900et 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 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 4 system.

NOW THEREFORE; in consideration of the premises and of the mutual covenants and promises contained in the 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 on the Owner's system located at Lot # 1 Highland Ridge

   a. The Contractor shall inspect the system twice annually. Inspect septic tank for cracks, breaks or other imperfections that would allow leakage of effluent out of the tank or for infiltration of extraneous water into the system.

   b. Check sludge depth annually.

   c. The Contractor will inspect the pump tank for cracks, breaks or other imperfections that would allow leakage of effluent out of the tank or infiltration of extraneous water into the pump tank. It includes an inspection of the riser connection and conduit connections to make sure they are not allowing surface water into the pump tank.

   d. Activate the pump to insure that it is functional.

   e. Inspect and test all float switched to insure that they are functional.

   f. Activate and test all components of the alarm system including high water float, control box, audible and visible alarms.

Note: Any pumping, minor repairs or replacement of system components shall be charged the current and customary fee. This fee will not exceed $200.00 without prior notification to the Owner.

g. The Contractor shall report the result's of it's inspection to the local health department annually.

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

i. The Contractor shall notify the Owner of the needed repairs which are outside the scope of routine maintenance. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefore at the Contractor's normal charge for services and material.

j. The Contractor shall respond to a request for non-scheduled service or maintenance call within 48 hours after receipt of such request.

2. The Owner's Obligations:

a. The Owner shall pay to the Contractor the sum of $200.00 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 be increased more than 10 % per year. The Owner shall pay the Contractor his normal and customary fees for work performed on the system as a result of non-scheduled 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 date due until paid at the rate of 18 % per month.

b. Within 30 days of receipt of notice of needed repairs pursuant I.e. 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. Terms: 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 making an appeal as 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 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 written notice to the local health Department and the Owner 30 days in advance of 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 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 remain in effect:

(b) Failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 30 days of receipt of notice of needed repairs pursuant to paragraph 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 date of termination of this Agreement, this Agreement shall continue in effect.

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

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

4. Assignment:

a. Assignment by Owner: The Owner shall notify the Contractor of the name and address of any purchaser of 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 Contractor: The Contractor may assign it's rights and duties under this Agreement to another entity which is qualified pursuant to 15A N.C. Admin. 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 Subcontractor: The Contractor may subcontract with such manufactures, suppliers and contractors as it deems desirable to perform the Contractor's duties under this Agreement. The Contractors shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

6. Repesentation: 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 foth in this Agreement.

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

8. No Implied Waiver: The waiver by either Party of a default or a breach by the other Party of and 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 and provision of this Agreement:

a. Shall be construed to be a waiver of such provisions, of any other provisions.

b. Shall not in any other way affect the validity of this Agreement, Or and 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 personor sent by certified or registered mail.return receipt requested, postage pre-paid to the Party to be notified and addressed as follows:

To The Owner:
Adams Homes AEC LLC
10115 Kincey Ave
Suite 160
Huntersville NC 28078

To The Contractor
Rowan Septic Tank and Ditching Co Inc
7321 Old Mocksville Road
Salisbury, NC 28144-1253
Attn: George Kirkpatrick

To The Local Health Department

10. Place of Agreement: This Agreement and any questions concerning it's validity, construction or performance shall be governed by 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 negogations, agreements and understandings between the Parties with respect to the subject matter hereof. To be effective, any amendments or modifications to this Agreement must be in writing and must be signed by the Parties.

12. Severabilty: 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 appropriate actions as shall, to maximum extent practicable in light of such determination, implement and give effect to intentions of the Parties as reflected in this Agreement, and 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 Parties, the day and year above written.

Matthew C. Pannell Date 5/21/14
(Owner)

George Kirkpatrick Date 5/21/14
(Contractor)