STORMWATER OFF-RIGHT-OF-WAY ASSISTANCE PROGRAM
Exhibit A

Property Location 10 Grove End Rd
Fletcher, NC 28732

Nature of Problem Drainage from a storm pipe is no longer flowing down the appropriate space and is now flooding the back yard

Proposed Treatment Remove tree's that are "down stream" so drainage can be re-directed appropriately. Install check dam using Class B riprap at lower end of ditch. Install class B riprap at upper end of property to slow water entering ditch.

Total Estimated Cost (Please attach itemized estimates) $ 9,980

Expenses shall be shared in the following manner:

X A single participant shall incur all expenses.

___ Expenses shall be divided equally among all participants.

___ Expenses shall be prorated according to street frontage.

___ Expenses shall be prorated according to property length.

___ Other (please describe) _____

We the undersigned hereby apply for a Stormwater Off-Right-Of-Way Assistance Grant from the Town of Fletcher. By signing this form, we acknowledge the following;

- The proposed storm drainage improvement is being made under control of private property owners. The subject drainage way is neither owned nor controlled by the Town, and at this time is not part of a Town-maintained drainage system.
- Upon completion of the project, property owners shall continue to maintain the drainage facilities located on their respective properties. Maintenance includes but is not limited to: using reasonable diligence to keep pipes and ditches free of obstructions and uncontrolled vegetation; removal of litter and debris; repair of erosion or structural failure.
- We have read the standard agreement and agree to abide by its terms.
- We agree to pay our respective share of the project to be determined prior to the awarding of the grant.

Applicant(s) Printed Name	Applicant(s) Signature	Date
Jane Harper	Jane Harper	7/26/26
Sarah Harper	Sarah Harper	7/26/26

NICE DIGS EXCAVATION LLC

WORK ORDER & CUSTOMER AGREEMENT

Project name	Sarah Harper	***Notes***
Project address	10 Grove End Road Fletcher, NC 28732	**locate underground utilities before scheduling, 811**
Start date	*TBD*	

DESCRIPTION	**AMOUNT**
Remove row of trees behind house, leave tree material on-site	$
Dig ditch along property line • Install check dam using Class B Riprap at lower end of ditch to slow water exiting the ditch (see sketch) • Install Class B Riprap at upper end of property to slow water entering the ditch (see sketch)	$
	$
	$
TOTAL	**$9,307.50**

A deposit of	**$4,654**	**Is required to begin work. (50%)**

The balance of the agreed upon fee is due immediately upon project completion via Cash (USD), Zelle or Check. Returned payments are subject to a $35 returned payment fee in addition to accrued interest & applicable administrative fees. Credit cards are accepted with an additional 3.5% fee.

This Work Agreement (the "Agreement") is made and entered into on the date of execution by and between the listed parties (the "Parties"), including NICE DIGS EXCAVATION LLC, a North Carolina business, hereinafter referred to as "Contractor," and the customer listed, hereinafter referred to as "Client". Contractor agrees to perform the scope of work and services as mutually agreed upon in writing at the rate and terms specified in this Agreement. Contractor shall provide all necessary labor, tools, equipment, and materials (unless otherwise specified) to complete the work in a timely and professional manner in accordance with industry standards and applicable regulations. Contractor will make every reasonable effort to begin and complete the agreed-upon work according to the estimated timeline. Delays due to weather, availability of materials, changes requested by the Client, or other unforeseen circumstances may affect scheduling. If a delay occurs that is not the fault of the Contractor, Contractor shall not be held liable for any losses, and any additional time or cost required due to such delay may be added to the scope of work upon written approval by the Client. This Agreement also serves as an invoice for payment. Failure to pay within five (5) business days of the agreed payment schedule will result in a $50 administrative fee and will accrue interest at a 2% monthly rate (compounded daily at 0.066%) until paid in full. In the event of non-payment, Contractor reserves the right to file a mechanic's lien or other applicable lien against the property in accordance with North Carolina General Statutes. NOTICE TO OWNER: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if they are not paid. Contractor may also file a claim of lien on real property if payment is not received in accordance with this agreement. To avoid this, ensure you receive lien waivers from Contractor and any subcontractors or suppliers as you make payments. Contractor may also seek recovery of costs, legal fees, and filing fees associated with enforcing lien rights or other collection methods, as allowed by law. Client shall maintain insurance on the property during the time work is being performed. Client agrees to provide access to the worksite and clear communication throughout the project. Contractor shall not be held liable for any damages or injuries caused by unsafe site conditions, hidden underground hazards, or pre-existing structural issues. Contractor shall not be liable for damage to lawns, grass, or landscaping resulting from performance of the work. Contractor is not responsible for delays caused by permit issues, third-party vendors, or required inspections. Contractor provides no warranty beyond what is required by law and is not liable for incidental or consequential damages. Any warranty, if offered, must be in writing and signed by both parties. This Agreement does not cover damage due to misuse, lack of maintenance, or acts of nature. If a dispute arises under this Agreement, both parties agree to attempt to resolve the issue through communication and negotiation. If legal action becomes necessary, the prevailing party shall be entitled to recover legal fees and collection costs. This Agreement is governed by the laws of the State of North Carolina and venue of the courts of Buncombe County and city of Asheville. IN WITNESS WHEREOF, the parties have executed this Agreement:

CLIENT		**CONTRACTOR**	
[_] I am the legal owner of this property and authorize this work to be done.		***Company***	NICE DIGS EXCAVATION LLC
Signature		***Signature***	
Print name		***Print name***	COLIN REEF
Address		***Title***	MANAGING MEMBER
Phone		***Phone***	(828) 222-7984
Email		***Email***	colin@nicedigsavl.com

Nice Digs Excavation, LLC



