ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # OSWP-2023

SEPTIC: IMPROVEMENT PERMIT / AUTHORIZATION TO CONSTRUCT / OPERATION PERMIT / EXISTING SYSTEM

PIN # 4636 -- 68 -- 1121

APPLICANT/OWNER: Peachtree Residential LLC

APPLICANT ADDRESS: 9525 Bircdale Crossing Dr. Suite 208 Huntersville NC 28117

SITE ADDRESS: 133 Dabbling Duck Circle Mooresville, NC 28117

PHONE: 980-689-2235 ALT. PHONE -

SITE DIRECTIONS: Brawley School Road - to Dabbling Duck.

SAP CONTROLLED: ☐ YES ☒ NO

SUBDIVISION: Fairfax at Mallard Head

SECTION: - LOT # 8/8 SFE LOT AREA:

DESIGN FLOW: 360 L.T.A.R.: .25

Septic Tank	1000	(gal)	STB 760	Date	7-8-23	☒ New System	☐ Repair	☐ Expansion	System Type: I II III (IV) V VI	☒ Residence	No. Bedrooms 3
Pump Tank	1000	(gal)	PT 363	Date	7-10-23	System Description: LP- PPBPS: 50% Reduction.				☐ Business	No. Persons 6
Pump Make		Model		Serial #		Repair System Description: Drip.				☐ Other	No. Employees
# Nitrification Fields	1	# Lines	4	Linear Ft	240	Maintenance Agreement Required:	☒ YES	☐ NO		☒ Slab	☐ Crawl Space
Trench Width	24in	Trench Bottom Depth ~~(Low Side)~~	28in MAX	Gravel Depth			☐ GRAVITY	☒ PRESSURE		☐ Basement w/plumbing	☐ Basement w/o plumbing

Water Supply: ☐ Private ☐ Public ☐ Community

Comments / Conditions:

Duke Easement B3022 P.1441
Septic Easement B2919, P834

INITIAL SITE SKETCH

See attached Site plan & Design
by Michael Abhanas and Associates
ICHD 8/9/2023

AS BUILT SKETCH

FOR SEPTIC FINAL INSPECTION CALL: 704-664-3703 between 8am-9am
the day the inspection is needed. Be sure to speak with an inspector to confirm your time.

Tanks
Partial Supply Line } S+H 8/16/23
Supply to start 8/24/23
Of lot 9 system
Supply Line } S+H 8/23
checked
Lines 2/2/24 CW

Installed as Drawn
PH
RVB 2/9/24
Electrical CW
Alarm
Float

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. **CONTACT A LOCATOR SERVICE PRIOR TO ANY EXCAVATION**

☐ **IMPROVEMENT PERMIT** ***with plat*** *valid without expiration.* ☒ **IMPROVEMENT PERMIT** ***with site plan*** *valid for 60 mos.* ☒ **AUTHORIZATION TO CONSTRUCT** *valid for period equal to IMPROVEMENT PERMIT--not to exceed 60 mo.*

Owner / Applicant Signature: Date: Installed by: Abernathy

IMPROVEMENT PERMIT by: Benjamin A Bobo Date: 8/9/2023 OPERATION PERMIT by: D. Wieberg Date: 2/26/24

AUTHORIZATION TO CONSTRUCT by: Benjamin A Bobo Date: 8/9/2023 Existing System Inspected by: Date:

FOR SEPTIC FINAL INSPECTION: CALL 704-664-3703 between 8am-9am the day the inspection is needed.

ICHD 8/9/23

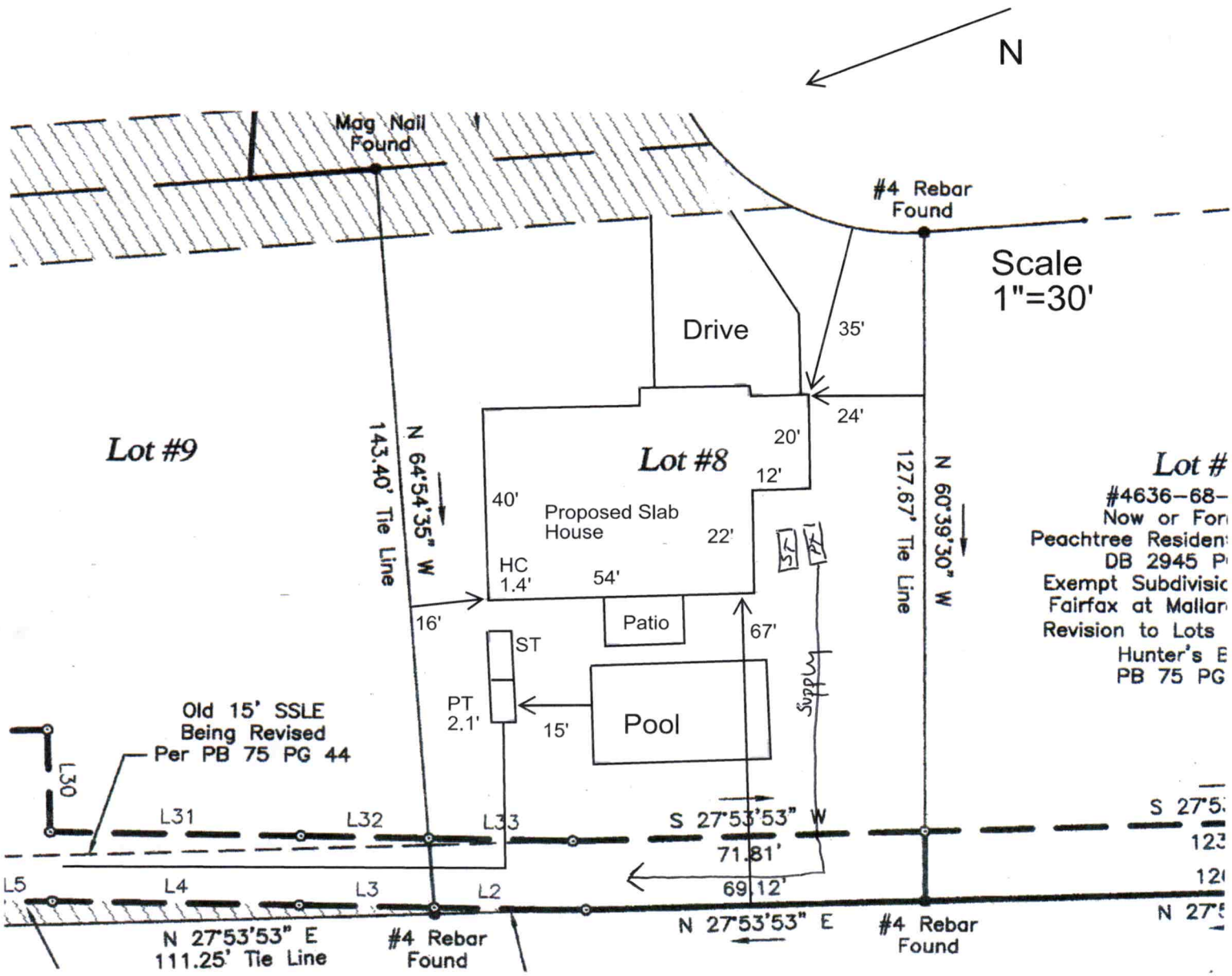
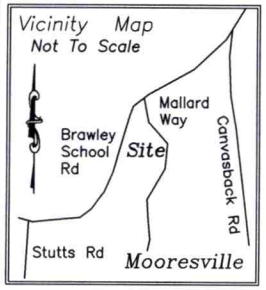

N
Mag Nail Found
#4 Rebar Found
Scale 1"=30'
Drive
35'
24'
Lot #9
Lot #8
20'
12'
40'
Proposed Slab House
22'
HC 1.4'
54'
Patio
67'
ST
PT 2.1'
15'
Pool
16'
143.40' Tie Line
N 64°54'35" W
127.67' Tie Line
N 60°39'30" W
Lot #
#4636-68-
Now or For
Peachtree Residen
DB 2945 P
Exempt Subdivisic
Fairfax at Mallar
Revision to Lots
Hunter's E
PB 75 PG
Old 15' SSLE Being Revised Per PB 75 PG 44
L30
L31
L32
L33
S 27°53'53" W
71.81'
69.12'
L5
L4
L3
L2
N 27°53'53" E
111.25' Tie Line
#4 Rebar Found
N 27°53'53" E
#4 Rebar Found
S 27°5
123
12
N 27°5

Exhibit A – Septic Supply Line & Underground Power Encroachment Easement prepared for Garden Park Declarant, LLC

Davidson Township, Iredell County, Mooresville, NC
Scale 1"= 50' – Date of Map, October 4th, 2023
Current Owner: Garden Park Declarant, LLC
7380 McGinnis Ferry Road, Suwanee, GA 30024
DB 2931 PG 1693 – PB 80 PG 94

PIEDMONT DESIGN ASSOCIATES, P.A.
ENGINEERING – SURVEYING – PLANNING
Suite 101 Westfield Center, 125 E. Plaza Dr., Mooresville, N.C. 28115
Phone (704) 664-7888 Fax (704) 664-1778
Corporate License #C-1007



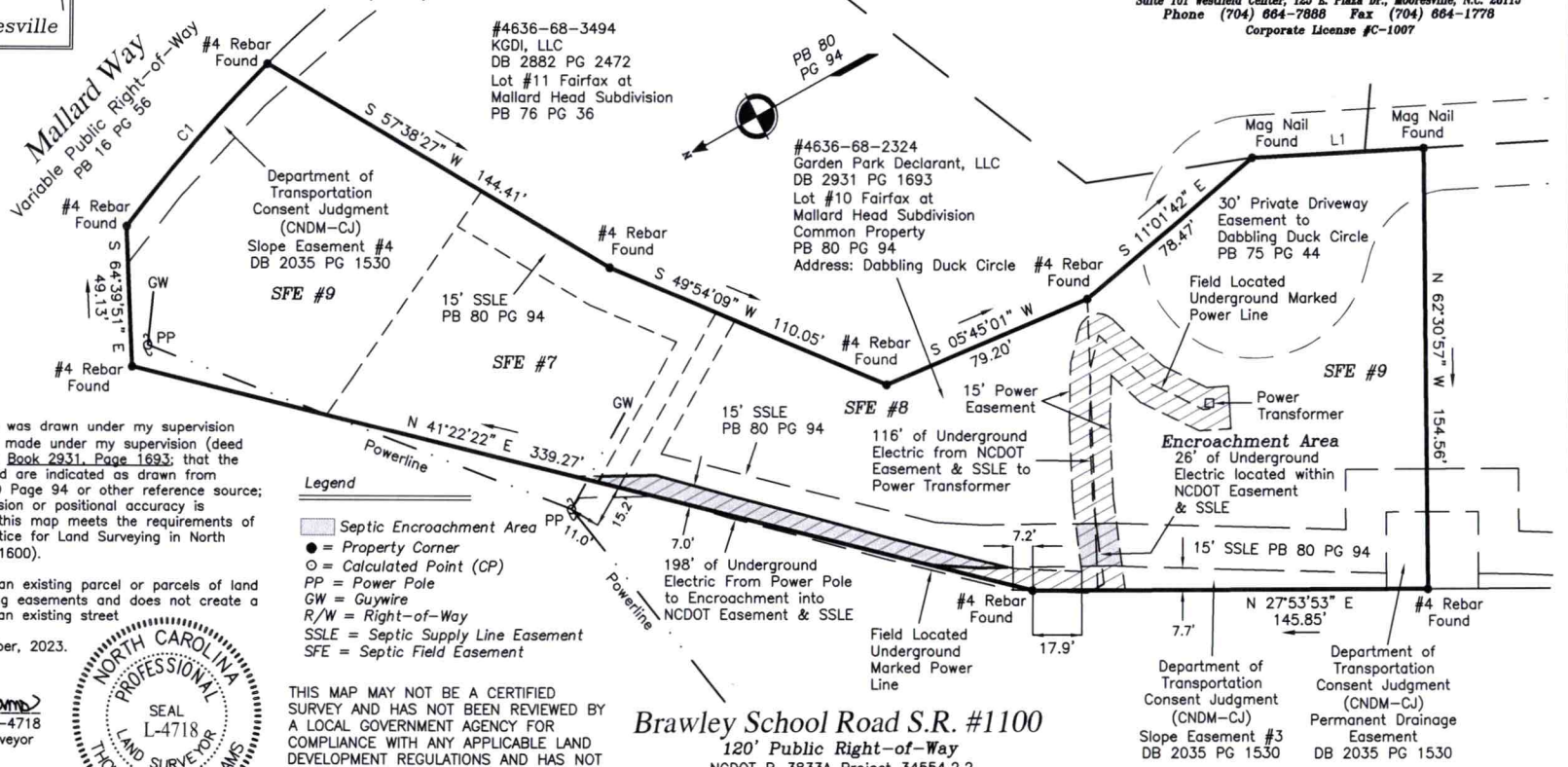
Surveyor's Notes

1. Parcel #4636-68-2324
2. Area determined by Coordinate Computation Method
3. Property subject to any facts that may be disclosed by a full and accurate title search.
4. Property may be subject to any Restrictions, Easements, and/or Rights of Ways of record and those not of record if they exist.
5. No Geodetic Monument found within 2000' of Subject Property.
6. Subject Property Zoning = RA
7. This map is for easement purposes only and not intended to be used as a Boundary Survey.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	535.98'	76.86'	76.80'	S 20°01'42" E

LINE	BEARING	DISTANCE
L1	S 25°05'15" W	63.66'

GRAPHIC SCALE
0 25 50 75 100
1 inch = 50 ft.



Legend

- Septic Encroachment Area
- ● = Property Corner
- ○ = Calculated Point (CP)
- PP = Power Pole
- GW = Guywire
- R/W = Right-of-Way
- SSLE = Septic Supply Line Easement
- SFE = Septic Field Easement

I certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 2931, Page 1693; that the boundaries not surveyed are indicated as drawn from information in Book 80 Page 94 or other reference source; that the ratio of precision or positional accuracy is 1:10,000 +; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).

That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street

This 11th day of October, 2023.

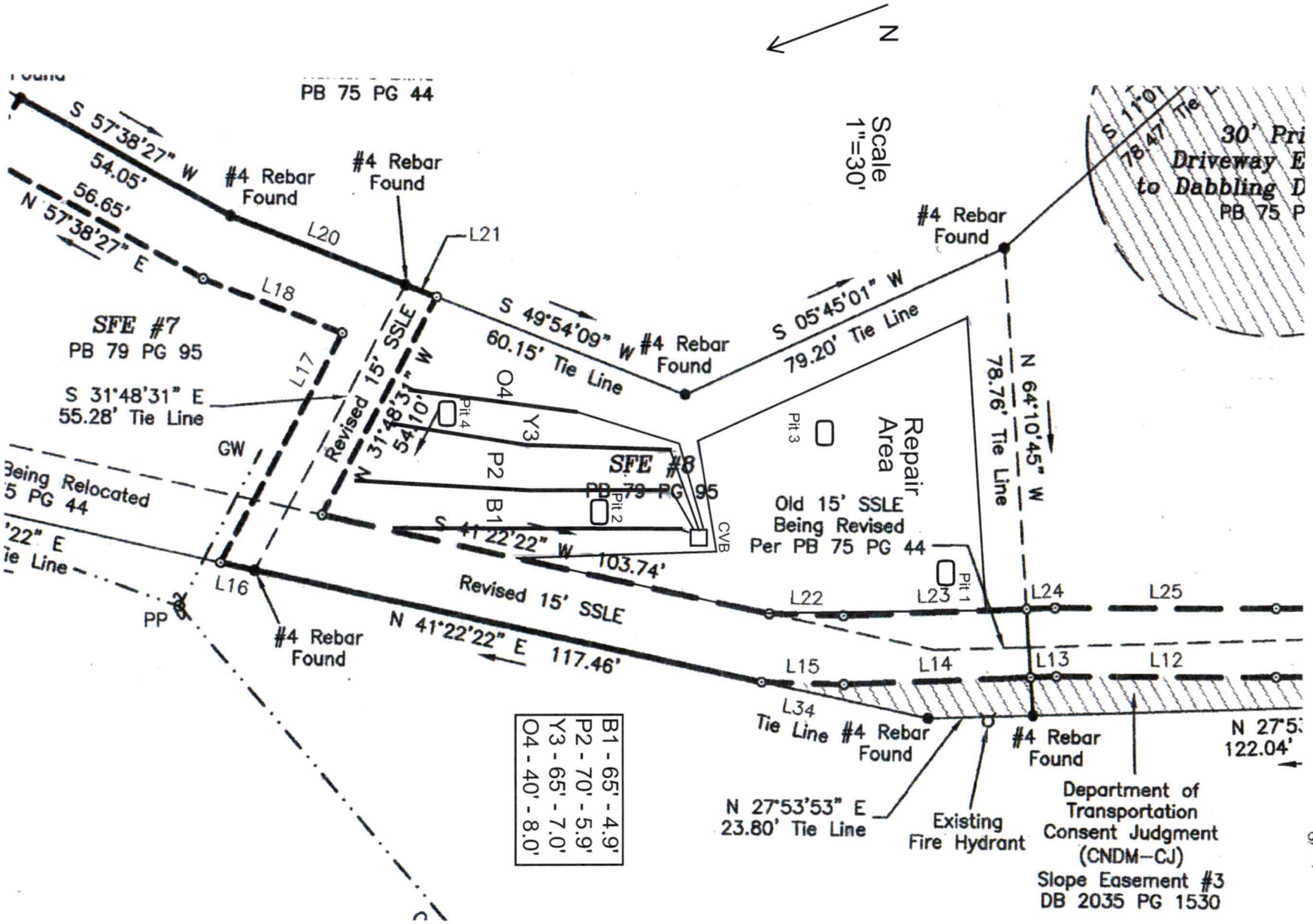
Thomas E. Williams L-4718
Professional Land Surveyor

NORTH CAROLINA PROFESSIONAL SEAL L-4718 LAND SURVEYOR THOMAS E. WILLIAMS

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

Brawley School Road S.R. #1100
120' Public Right-of-Way
NCDOT R-3833A Project 34554.2.2

Project #200409


N
Scale 1"=30'
PB 75 PG 44
S 57°38'27" W
54.05'
56.65'
N 57°38'27" E
#4 Rebar Found
#4 Rebar Found
L20
L21
L18
L17
SFE #7
PB 79 PG 95
S 31°48'31" E
55.28' Tie Line
GW
Revised 15' SSLE
N 31°48'31" W
54.10'
S 49°54'09" W
60.15' Tie Line
#4 Rebar Found
S 05°45'01" W
79.20' Tie Line
#4 Rebar Found
N 64°10'45" W
78.76' Tie Line
O4
Y3
P2
B1
Pit 4
Pit 3
Pit 2
Pit 1
CVB
SFE #8
PB 79 PG 95
Repair Area
Old 15' SSLE
Being Revised
Per PB 75 PG 44
S 41°22'22" W
103.74'
Revised 15' SSLE
N 41°22'22" E 117.46'
L16
#4 Rebar Found
PP
L22
L23
L24
L25
L15
L14
L13
L12
L34
Tie Line #4 Rebar Found
#4 Rebar Found
N 27°53'53" E
23.80' Tie Line
Existing Fire Hydrant
Department of Transportation Consent Judgment (CNDM-CJ)
Slope Easement #3
DB 2035 PG 1530
N 27°5
122.04'
B1 - 65' - 4.9'
P2 - 70' - 5.9'
Y3 - 65' - 7.0'
O4 - 40' - 8.0'
30' Pri
Driveway E
to Dabbling D
PB 75 P
ICHD 6/1/23

ICHD 8/9/23

MA&A
SOIL & ENVIRONMENTAL CONSULTANTS

MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
556Walden Trail
Weddington, NC 28173
(704) 576-3887
10/28/2021

LICENSED SOIL SCIENTIST
MICHAEL
STATE OF NORTH CAROLINA

Reference: Data Sheet for 133 Dabbling Duck Cir, Fairfax at Mallard Head Lot 8
House Footprint: See attached plan
Building Setbacks: 35' front/rear, 15' side
Water Source: Private well
Number of Bedrooms/Daily Flow: 3/360 GPD
Proposed LTAR: 0.25 GPD/FT^2
Proposed System Type: Vertical PPBPS (offsite)
Proposed Repair System Type: ~~Horizontal PPBPS~~ (offsite) Drip
Distribution: Low Pressure-Central Valve Box
Flow per Orifice: 0.41 GPM
Orifice Size: 5/32"
System Flow: 22.6 GPM
Dosing Volume: 198 gallons
Pump Run Time: 8.8 minutes
Elevation Head: 8'
Friction Head: 5'
Pressure Head: 2'
Total Dynamic Head: 15'
Supply Line Length: 370' of 2" PVC
Septic/Pump Tank Size: 1000/1000 gallons
Proposed Trench Bottom: 28" (initial), ~~14"~~ 12" (repair)

Line	Design Length	# of Panels	Actual Length	Elevation
White 1			85'	3.9'
Blue 2	**65'**/57' (rep)	**15**	**129'**	**4.9'**
Pink 3	**70'**/60' (rep)	**16**	**138'**	**5.9'**
Yellow 4	**65'**/60' (rep)	**15**	**130'**	**7.0'**
Orange 5	**40'**	**9**	**41'**	**8.0'**

Initial System: 240'
Pump Tank: 2.1'
Benchmark: 9.0'
Repair System: 4000 FT^2
House Corner: 1.4'

Comments:

PROPERTY ID #: 4636680098_
COUNTY: __Iredell_____

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Peachtree Residential_____ APPLICATION DATE_____
ADDRESS: 9525 Birkdale Crossing Dr, STE 208, Huntersville, NC 28078_____ DATE EVALUATED: _10/2021_____
PROPOSED FACILITY: _4 BDRM_____PROPOSED DESIGN FLOW (.1949): _480 GPD_____PROPERTY SIZE: _0.38 AC_____
LOCATION OF SITE: 133 Dabbling Duck Cir, Fairfax at Mallard Head Lot 8_____ PROPERTY RECORDED: __2021_____
WATER SUPPLY: X Private Public X Well Spring Other _____
EVALUATION METHOD: Auger Boring X Pit Cut TYPE OF WASTEWATER: X 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 8%	0-8	Br SCL WSBK	FR SS SP SXP	YB CHR 2 @ 35"	35"	N/A	N/A	PS 0.25
		8-30	R C SBK	FR SS SP SXP					
		30-54	R C ABK	FR SS SP SXP					
2	LS 8%	0-8	Br SCL WSBK	FR SS SP SXP	Few Mn	51"	N/A	N/A	PS 0.3-0.275
		8-51	R C SBK	FR SS SP SXP					
3	LS 4%	0-6	Br CL WSBK	FR SS SP SXP	YB CHR 2 @ 30"	30"	N/A	N/A	PS 0.25
		6-30	R C SBK	FR SS SP SXP					
4	LS 6%	0-10	Br SCL WSBK	FR SS SP SXP	YB Lithochromic	52"	N/A	N/A	PS 0.25
		10-34	R C SBK/ABK	FR SS SP SXP					
		34-52	R CL WSBK	FR SS SP SXP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	480 FT^2	786 FT^2
System Type(s)	PPBPS	Horz PPBPS
Site LTAR	0.25	0.25

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____PS_____
EVALUATED BY: _____MA&A_____
OTHER(S) PRESENT: _____

COMMENTS: _____

IREDELL COUNTY HEALTH DEPARTMENT
JANE MURRAY, RN BSN MS
HEALTH DIRECTOR

Public Health
Prevent. Promote. Protect.
Iredell County Health Department

Voluntary Relinquishment of Administrative Appeal Rights
(Completion of Form by Property Owner)

3/8/2023 (Date)

Owner: Peachtree Residential
Address: 9525 Bielefeld Crossing Dr. Suite 208
Huntersville, 28078

Subject: Voluntary Relinquishment of Administrative Appeal Rights

(specify Permit ID/owner's name/property location/site legal description):
133 Dabbling Duck Cir Fairfax at Mallard Head Lot 8

I, Peachtree Res., voluntarily relinquish my rights to pursue a formal appeal through the Office of
(print full name)

Administrative Hearings pursuant to NC General Statute 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B for the above referenced permit in order for the authorized agent/local health department to issue the applicable permit (new IP and/or CA) for the site. I understand by completing this form the previous permit issued on _____ for a system
(date)

PPBPS
(system name)

for the site will be "revoked" immediately by the authorized agent/local health department.

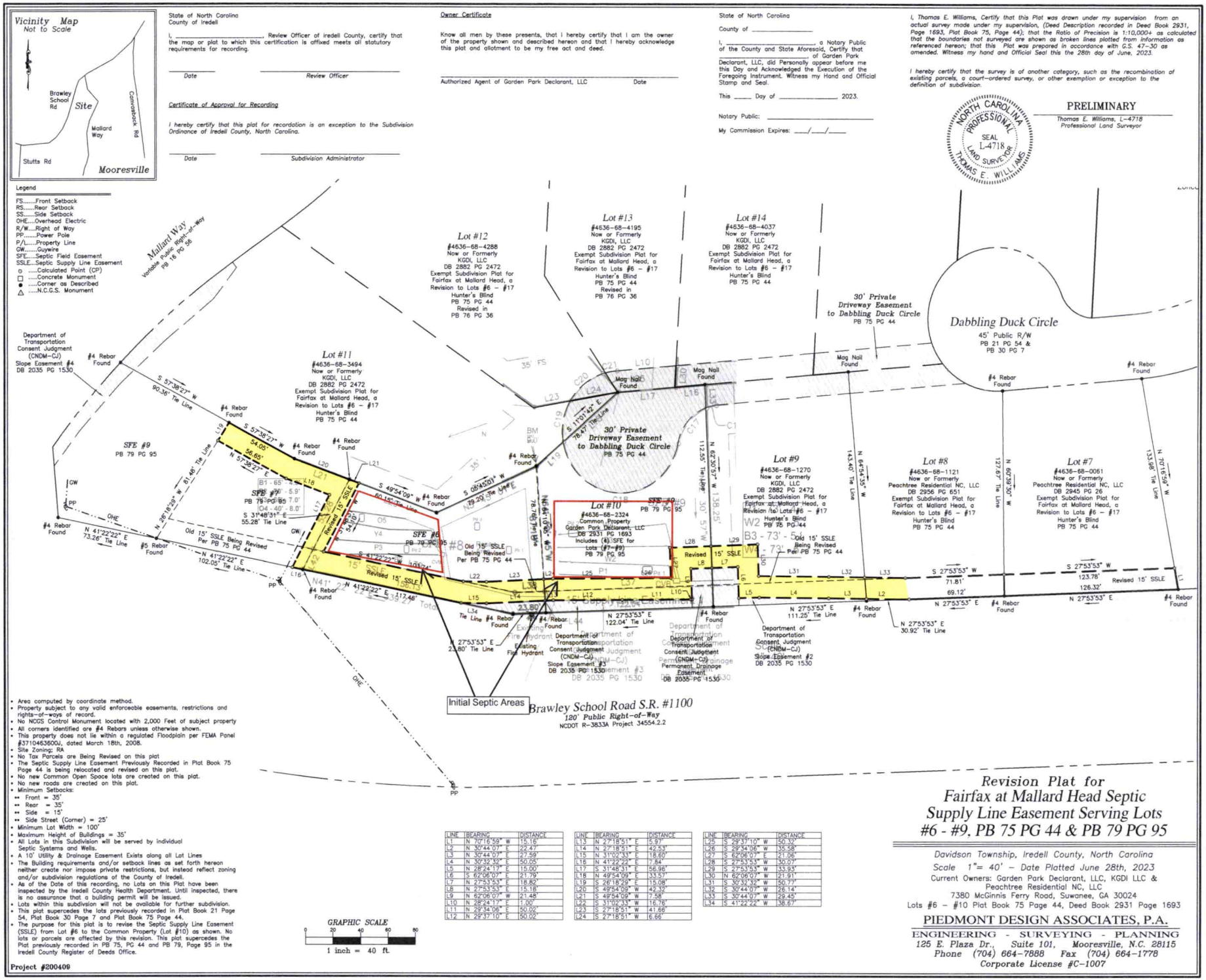
Signature of Property Owner

Central Office
318 Turnersburg Hwy
Statesville, NC 28625
704 878-5300

Mooresville Office
610 E. Center Avenue
Mooresville, NC 28115
704 664-5281

Environmental Health
349 N. Center Street
Statesville, NC 28677
704 878-5358

http://www.co.iredell.nc.us/Departments/Health/



LINE	BEARING	DISTANCE
L1	N 70°16'59" W	15.16'
L2	N 30°44'07" E	22.47'
L3	N 30°44'07" E	27.59'
L4	N 30°32'32" E	50.05'
L5	N 28°24'17" E	15.00'
L6	S 62°06'07" E	21.79'
L7	N 27°53'53" E	18.82'
L8	N 27°53'53" E	15.18'
L9	N 62°06'07" W	21.48'
L10	N 28°24'17" E	1.00'
L11	N 29°34'06" E	50.02'
L12	N 29°37'10" E	50.02'

LINE	BEARING	DISTANCE
L13	N 27°18'51" E	5.97'
L14	N 27°18'51" E	42.53'
L15	N 31°02'33" E	18.60'
L16	N 41°22'22" E	7.84'
L17	S 31°48'31" E	56.96'
L18	N 49°54'09" E	33.51'
L19	S 26°18'29" E	15.08'
L20	S 49°54'09" W	42.32'
L21	S 49°54'09" W	7.58'
L22	S 31°02'33" W	16.76'
L23	S 27°18'51" W	41.66'
L24	S 27°18'51" W	6.66'

LINE	BEARING	DISTANCE
L25	S 29°37'10" W	50.32'
L26	S 29°34'06" W	35.58'
L27	S 62°06'07" E	21.06'
L28	S 27°53'53" W	30.07'
L29	S 27°53'53" W	33.93'
L30	N 62°06'07" W	21.91'
L31	S 30°32'32" W	50.77'
L32	S 30°44'07" W	26.14'
L33	S 30°44'07" W	29.45'
L34	S 41°22'22" W	38.67'

- Area computed by coordinate method.
- Property subject to any valid enforceable easements, restrictions and rights-of-ways of record.
- No NCGS Control Monument located with 2,000 Feet of subject property
- All corners identified are #4 Rebars unless otherwise shown.
- This property does not lie within a regulated Floodplain per FEMA Panel #3710463600J, dated March 18th, 2008.
- Site Zoning: RA
- No Tax Parcels are Being Revised on this plat
- The Septic Supply Line Easement Previously Recorded in Plat Book 75 Page 44 is being relocated and revised on this plat.
- No new Common Open Space lots are created on this plat.
- No new roads are created on this plat.
- Minimum Setbacks:
  - Front = 35'
  - Rear = 35'
  - Side = 15'
  - Side Street (Corner) = 25'
- Minimum Lot Width = 100'
- Maximum Height of Buildings = 35'
- All Lots in this Subdivision will be served by individual Septic Systems and Wells.
- A 10' Utility & Drainage Easement Exists along all Lot Lines
- The Building requirements and/or setback lines as set forth hereon neither create nor impose private restrictions, but instead reflect zoning and/or subdivision regulations of the County of Iredell.
- As of the Date of this recording, no Lots on this Plat have been inspected by the Iredell County Health Department. Until inspected, there is no assurance that a building permit will be issued.
- Lots within this subdivision will not be available for further subdivision.
- This plat supercedes the lots previously recorded in Plat Book 21 Page 54, Plat Book 30 Page 7 and Plat Book 75 Page 44.
- The purpose for this plat is to revise the Septic Supply Line Easement (SSLE) from Lot #6 to the Common Property (Lot #10) as shown. No lots or parcels are affected by this revision. This plat supercedes the Plat previously recorded in PB 75, PG 44 and PB 79, Page 95 in the Iredell County Register of Deeds Office.

Project #200409

Revision Plat for Fairfax at Mallard Head Septic Supply Line Easement Serving Lots #6 - #9, PB 75 PG 44 & PB 79 PG 95

Davidson Township, Iredell County, North Carolina
Scale 1"= 40' - Date Platted June 28th, 2023
Current Owners: Garden Park Declarant, LLC, KGDI LLC & Peachtree Residential NC, LLC
7380 McGinnis Ferry Road, Suwanee, GA 30024
Lots #6 - #10 Plat Book 75 Page 44, Deed Book 2931 Page 1693

PIEDMONT DESIGN ASSOCIATES, P.A.
ENGINEERING - SURVEYING - PLANNING
125 E. Plaza Dr., Suite 101, Mooresville, N.C. 28115
Phone (704) 664-7888 Fax (704) 664-1778
Corporate License #C-1007

Type: CONSOLIDATED REAL PROPERTY
Recorded: 10/18/2023 12:50:32 PM
Fee Amt: $26.00 Page 1 of 6
Iredell County, NC
Renee L. Holland Register of Deeds

BK 3022 PG 1441 - 1446

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Susan Cannella

Site Address: 133 & 139 Dabbling Duck Circle
Mooresville, NC 28817
Parcel # 4636-68-2324

North Carolina
Distribution Encroachment Agreement
for Nitrification Field Encroachments

State of North Carolina

County of Iredell

THIS NORTH CAROLINA DISTRIBUTION ENCROACHMENT AGREEMENT FOR NITRIFICATION FIELD ENCROACHMENTS (this "**Agreement**") is made and entered into this ____ day of _____ 20____, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Duke Energy**") and **GARDEN PARK DECLARANT, LLC**. Georgia limited liability company ("**Grantee**").

- Grantee is the owner of a 1.079 acre parcel of land situated in Davidson Township, Mooresville County, North Carolina, and being the land described in a deed from KGDI, LLC to Garden Park Declarant, LLC recorded in Deed Book 2931, Page 1693, County Register of Deeds (the "Property");

- Duke Energy has previously acquired a fifteen (15) foot wide easement area over the Property on which easement area Duke Energy maintains and operates electrical facilities (the "**Easement Area**"); and

- Grantee desires to use a portion of the Easement Area for the construction, installation, operation, and maintenance of a nitrification field (the "**Encroachment**").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Duke Energy, insofar as Duke Energy's rights are concerned, hereby authorizes Grantee, their heirs, successors, and assigns, ingress and egress to construct, install, operate, monitor, repair, and maintain the Encroachment within the Easement Area upon the following terms and conditions:

1. Grantee shall construct, install, operate and maintain the Encroachment as shown on a map, dated 10/11/2023, and entitled "EXHIBIT A - SEPTIC SUPPLY LINE & UNDERGROUND POWER ENCROACHMENT EASEMENT", which is attached hereto as **Exhibit A** and incorporated herein by reference (the "**Map**"). Other

For Duke Energy's Internal Use:
Work Order #: 51200490

Submitted electronically by "Duke Energy"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

than removing the Encroachment, Grantee shall not alter or add to the Encroachment in any way without receiving prior written consent from Duke Energy. Should Grantee perform any work in the Easement Area without the prior written consent of Duke Energy, should it fail to perform the work in a manner consistent with the specifications approved by Duke Energy, or should the Encroachment threaten any Duke Energy facility, then Grantee shall be liable to Duke Energy for any costs Duke Energy incurs while remedying actual or potential threats to Duke Energy's facilities arising from such work.

2. This Agreement shall automatically terminate upon complete removal of the Encroachment by Grantee. Should the encroachment no longer be required for the facility it is designed to serve, this Agreement shall be terminable by Duke Energy upon ninety (90) days written notice of Duke Energy's desire to terminate.

3. Duke Energy shall have the right to install at any time additional structures for the support of its present or future electric lines within the Easement Area. Duke Energy agrees to locate these additional structures, if reasonably possible, so as not to obstruct use of the Encroachment and in compliance with 15A NCAC 18A.1950.

4. Grantee may plant low-growing shrubbery on and around the Encroachment provided that Duke Energy shall have necessary access to its structures for maintenance purposes. Any trees or shrubs in the Easement Area shall not be permitted to reach a height of more than twelve (12) feet. If any such trees or shrubs do reach a height of more than twelve (12) feet, then Duke Energy shall have the right to remove them without removing the stumps if removal could damage system.

5. Grantee shall not place, or cause to be placed, a septic tank or any related device, constructed of any material type, in Duke Energy's Easement Area other than inert piping for septic draining purposes.

6. Grantee shall, upon request of Duke Energy and at no cost to Duke Energy, erect barriers around the Encroachment area or existing facilities owned or operated by Duke Energy. Barriers shall be of an acceptable size and construction to Duke Energy. Once installed to Duke Energy's specifications, Grantee shall not be liable for the costs of relocating or replacing any barrier that is later determined by Duke Energy to hinder its access to the facilities or Easement Area.

7. Grantee shall not utilize any equipment within Duke Energy's Easement Area in such a manner that any portion of said equipment would come any closer than fifteen (15') feet from any conductors of its electric lines. Grantee's operation of equipment and use of materials within Duke Energy's Easement Area shall adhere to applicable federal, state, and local laws, rules and regulations, including the guidelines set forth by the National Electrical Safety Code (NESC), the OSHA Standard for equipment minimum safe working distances, and the North Carolina Overhead High-Voltage Line Safety Act (OHVSA).

8. Grantee shall be liable for, and shall indemnify, protect, and save harmless Duke Energy from any taxes or assessments which may be levied for or as a result of the Encroachment.

9. Duke Energy shall not be liable for any damage to the Encroachment resulting from Duke Energy or its contractors in the construction, reconstruction, replacement, maintenance, or removal of Duke Energy's present or future facilities.

10. Grantee shall not do any digging, grading, or filling nearer than five (5) feet to any of Duke Energy structures or anchors and any slopes within the Easement Area shall be no greater than a one to four ratio.

11. Grantee shall not do any filling or piling of earth on Duke Energy's Easement Area unless shown on the Map and approved by Duke Energy. The surface of the Easement Area shall be properly graded, raked, and seeded after construction of the Encroachments is complete.

12. Duke Energy may have facilities (e.g. counterpoise wires) buried in the vicinity of the Encroachment. Grantee shall exercise diligence to avoid damaging any underground facilities, will notify Duke Energy immediately if any damage does occur, and reimburse Duke Energy for the costs of any repairs made necessary by such damage.

13. The Encroachment is subject to the paramount right of Duke Energy at all times to make use of Duke Energy's entire Easement Area for the construction, maintenance, reconstruction, and operation of electric lines. In the future, Duke Energy may require, within the N.C.G.S. 130A statute and the 15A NCAC .1900 rules, the relocation or modification of the Encroachment, and Grantee shall comply with the demand at no cost to Duke Energy within ninety (90) days after receipt of the written demand.

14. This Agreement is effective only insofar as the easement rights of Duke Energy in the Easement Area are concerned; and Grantee shall obtain from others such permission and permits as may be necessary from third parties.

15. Grantee assumes all risks incident to the Encroachment and does hereby release and shall indemnify, defend, and save harmless Duke Energy, its officers, directors, employees, contractors, and agents from and against claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorney's fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to property of Grantee, Duke Energy or others, (including environmental damages and hazardous or toxic waste cleanup) and injuries to or death of all persons, howsoever resulting, by reason of Grantee's use of the Encroachment.

16. The recitals set forth at the opening of this Agreement are incorporated herein as if fully restated in this Section 16.

17. Should Grantee desire or be required to contact Duke Energy for any reason related to this Agreement it shall contact Duke Energy's customer service center and request to speak to the land services group.

18. This Agreement shall be governed by the laws of the state of North Carolina without regard to the conflicts of law provisions therein. The parties agree that the proper venue for any dispute related to this agreement are the courts located in county in which the Property is located, and the parties hereby submit to the jurisdiction thereof.

19. This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties. The parties agree that the Easement shall remain in full force and effect. The only modifications to the terms thereof, caused by the Agreement, shall be those which are expressly stated in this Agreement.

20. The failure of Duke Energy in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.

21. This Agreement shall be recorded at Grantee's sole expense.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Duke Energy and Grantee have caused this Agreement to be signed under seal in their names, as of the date first above written.

DUKE ENERGY CAROLINAS, LLC
a North Carolina limited liability company

By: _____

Name: J. Ryan Houck

Title: Manager, Land Services

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Linda G. Hart, a Notary Public of Union County, State of North Carolina, do hereby certify that J. Ryan Houck, Manager, Land Services of Duke Energy Carolinas, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the limited liability company the foregoing Agreement was signed in its name by him in such capacity.

Witness my hand and official seal this the 18th day of October, 2023.

_____ Sign

LINDA G HART
NOTARY PUBLIC
Union County
North Carolina
Commission # 19930640025
My Commission Expires Aug. 29, 2028

For Duke Energy's Internal Use:
Work Order #: 51200490

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 16 day of October, 2023.

GARDEN PARK DECLARANT, LLC
Georgia limited liability company

_____ (SEAL)
David Borreson, Manager

STATE OF Georgia

COUNTY OF Forsyth

I, Patti W. Seaton, a Notary Public of Barrow County, State of Georgia, certify that David Borreson, as Manager of GARDEN PARK DECLARANT, LLC, Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this 16 day of October, 2023.

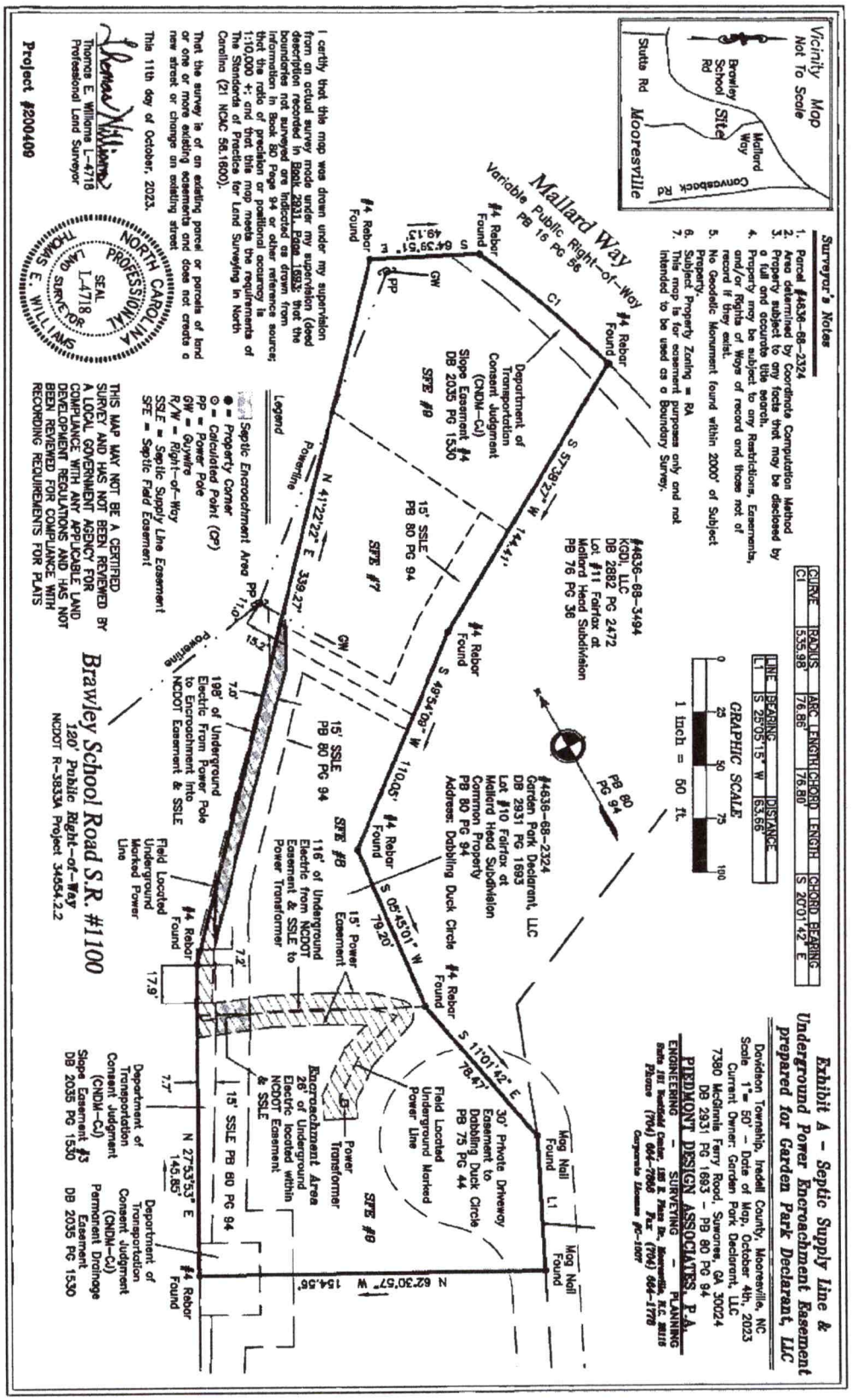
PATTI W SEATON NOTARY PUBLIC BARROW COUNTY GEORGIA EXPIRES Feb. 27, 2026

Notary Public: Patti W. Seaton

Commission expires: February 27, 2026

For Duke Energy's Internal Use:
Work Order #: 51200490

EXHIBIT A


Vicinity Map
Not To Scale
Brawley School Rd
Mallard Way
Site
Stutts Rd
Mooresville
Conwaysboro
Surveyor's Notes
1. Parcel #4636-68-2324
2. Area determined by Coordinate Computation Method
3. Property subject to any facts that may be disclosed by a full and accurate title search.
4. Property may be subject to any Restrictions, Easements, and/or Rights of Ways of record and those not of record if they exist.
5. No Geodetic Monument found within 2000' of Subject Property.
6. Subject Property Zoning = RA
7. This map is for easement purposes only and not intended to be used as a Boundary Survey.
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING
C1 535.98 176.86 176.80 S 20°01'42" E
LINE BEARING DISTANCE
L1 S 25°05'15" W 63.66'
GRAPHIC SCALE
0 25 50 75 100
1 inch = 50 ft.
Exhibit A - Septic Supply Line & Underground Power Encroachment Easement prepared for Garden Park Declarant, LLC
Davidson Township, Iredell County, Mooresville, NC
Scale 1" = 50' - Date of Map, October 4th, 2023
Current Owner: Garden Park Declarant, LLC
7380 McGinnis Ferry Road, Suwanee, GA 30024
DB 2931 PG 1693 - PB 80 PG 94
PIEDMONT DESIGN ASSOCIATES, P.A.
ENGINEERING - SURVEYING - PLANNING
Mailing: 181 Bradford Center, 188 E. Plaza Dr. Mooresville, N.C. 28115
Phone (704) 664-7866 Fax (704) 664-1778
Corporate License #C-1007
Mallard Way
Variable Public Right-of-Way
PB 15 PG 58
#4 Rebar Found
#4 Rebar Found
#4 Rebar Found
#4 Rebar Found
#4 Rebar Found
#4 Rebar Found
#4 Rebar Found
Mag Nail Found
Mag Nail Found
C1
L1
GW
PP
S 57°36'27" W 144.47'
S 49°54'09" W 110.04'
S 05°45'01" W 19.20'
S 11°01'42" E 78.47'
N 41°22'22" E 339.27'
N 62°30'57" W 154.55'
N 27°53'53" E 145.85'
#4636-68-3494
KGDI, LLC
DB 2882 PG 2472
Lot #11 Fairfax at Mallard Head Subdivision
PB 76 PG 38
#4636-68-2324
Garden Park Declarant, LLC
DB 2931 PG 1693
Lot #10 Fairfax at Mallard Head Subdivision
Common Property
PB 80 PG 94
Address: Dabbling Duck Circle
PB 80 PG 94
Department of Transportation Consent Judgment (CNDM-CJ)
Slope Easement #4
DB 2035 PG 1530
SFE #9
15' SSLE PB 80 PG 94
SFE #7
SFE #8
15' SSLE PB 80 PG 94
15' Power Easement
116' of Underground Electric from NCDOT Easement & SSLE to Power Transformer
198' of Underground Electric From Power Pole to Encroachment Into NCDOT Easement & SSLE
Field Located Underground Marked Power Line
30' Private Driveway Easement to Dabbling Duck Circle PB 75 PG 44
Field Located Underground Marked Power Line
Encroachment Area
28' of Underground Electric located within NCDOT Easement & SSLE
Power Transformer
15' SSLE PB 80 PG 94
Department of Transportation Consent Judgment (CNDM-CJ)
Slope Easement #3
DB 2035 PG 1530
Department of Transportation Consent Judgment (CNDM-CJ)
Permanent Drainage Easement
DB 2035 PG 1530
Powerline
Legend
Septic Encroachment Area
Property Corner
Calculated Point (CP)
Power Pole
Guywire
Right-of-Way
Septic Supply Line Easement
Septic Field Easement
I certify that the map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 2931, Page 1693; that the boundaries not surveyed are indicated as drawn from information in Book 80 Page 94 or other reference source; that the ratio of precision or positional accuracy is 1:10,000 +; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).
That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street
This 11th day of October, 2023.
Thomas E. Williams L-4718
Professional Land Surveyor
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-4718 THOMAS E. WILLIAMS
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS
Project #200409
Brawley School Road S.R. #1100
120' Public Right-of-Way
NCDOT R-3833A Project 34654.2.2

Type: CONSOLIDATED REAL PROPERTY
Recorded: 5/13/2022 2:37:39 PM
Fee Amt: $26.00 Page 1 of 3
Revenue Tax: $0.00
Iredell County, NC
Maureen P. Purcell Register of Deeds

BK 2919 PG 834 - 836

DRAWN BY AND RETURN TO:
JULIE B. GLENN
PURSER & GLENN, PLLC
11121 CARMEL COMMONS BLVD. SUITE 305
Charlotte, NC 28226

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

**DEED OF EASEMENT
FOR SEPTIC FIELD EASEMENT
AND SEPTIC SUPPY LINE
EASEMENT FOR LOT 8**

This Agreement made this 12 day of May, 2022, by KGDI, LLC, a Georgia Limited Liability Company (Hereinafter "Grantor") and KGDI, LLC, A Georgia Limited Liability Company (Hereinafter "Grantees") with address of 7380 McGinnis Ferry Road, Suwanee, GA 30024.

WITNESSETH:

1. Grantor/Grantee is the owner of that real property described as all of Lots 7, 8, 9 and 10 of that Plat recorded in Plat Book 75, Page 44, titled "Exempt Subdivision Plat for Fairfax at Mallard Head, a Revision to Lots #6-#17 Hunter's Blind, Recorded in PB 30 PG 7 & PB 21 PG 54", Iredell County Public Registry.

2. Grantee requires the conveyance of the Septic Field Easements as shown on Lot 10 of Fairfax at Mallard Head and the conveyance of Septic Supply Line Easements for Lots 8 of Fairfax at Mallard Head across Lots 9 and 10 in order to access the Septic Field Easement shown as SFE #8.

3. The location for the Septic Field Easement for Lot 8 of Fairfax at Mallard Head is located on Lot 10 of Fairfax at Mallard Head and is identified as SFE #8 on said plat.

4. The Septic Supply Line Easement for Lot 8 of Fairfax at Mallard Head is shown on said plat and provides access to the Septic Field Easement identified as SFE #8.

Submitted electronically by "Purser and Glenn, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

THEREFORE:

In consideration of the sum of Ten Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby grants and conveys to Grantee, its heirs, successors and assigns as owner of the property known as Lot 8 of that Plat recorded in Plat Book 75, Page 44, titled "Exempt Subdivision Plat for Fairfax at Mallard Head, a Revision to Lots #6-#17 Hunter's Blind, Recorded in PB 30 PG 7 & PB 21 PG 54", Iredell County Public Registry, a permanent and perpetual, non-exclusive septic supply line easement over Lots 9 and 10 to allow access to septic field easements identified as SFE #8, as shown on Lot 10 of Fairfax at Mallard Head. The aforesaid septic supply line easements and septic field easements shall be appurtenant to and transfer with Lot 8 of Fairfax at Mallard Head, more specifically:

The Septic Field Easement identified as SFE #8 shall be appurtenant to and transfer with said Lot 8 of Fairfax at Mallard Head and shall run with the land and not be affected by change of ownership or contract and shall transfer with the ownership of the lot it is appurtenant.

The septic supply line easements across Lots 9 and 10 of Fairfax at Mallard Head shall allow the sewer tap to remain in its present location; to obtain sewer services from said location; to install and maintain any tap, pipe, pump, or wire for the conveyance of said sewer, and to install and maintain any overhead electric wires to said tap; to go upon said Grantor's property whenever reasonably necessary for the purpose of inspecting, maintaining, and repairing said sewer tap and accompanying pipeline, pump and/or electric wires; and at Grantee's pleasure to remove said tap, pump, pipe and/or wires .

Grantees have executed this agreement for the purpose of agreeing to be bound by the provisions hereof.

To have and to hold said right and easement to said Grantees and their successors in title forever; it being agreed the right and easement hereby granted shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns and is appurtenant to and runs with the land now owned by Grantee and hereinabove referred.

In testimony whereof, said Grantor and Grantees have hereunto set their hands and seals the day and year first above written.

Grantor:

KGDI, LLC, a Georgia Limited Liability Company

BY: David J. Borreson, Manager

Notary
Seal-StampState of Georgia, Forsyth County.
I, a notary public of the County and State aforesaid, certify that David J. Borreson, Manager of KGDI, LLC, a Georgia Limited Liability Company, personally appeared before me this day and whom I personally identified by a current government issued picture identification and being duly sworn acknowledged the voluntary execution of the foregoing instrument for the purposes therein stated in his/her/their capacity as Grantor on behalf of said Limited Liability Company.
Witness my hand and official stamp or seal, this 12 day of May, 2022.

My commission expires: June 15, 2023
Date

Signature Notary Public

Kendra Taylor
Printed/Typed Notary Name

KENDRA TAYLOR NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES June 15, 2023

DRAWN BY AND RETURN TO:
JULIE B. GLENN
PURSER & GLENN, PLLC
11121 CARMEL COMMONS BLVD. SUITE 305
Charlotte, NC 28226

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

**DEED OF EASEMENT
FOR SEPTIC FIELD EASEMENT
AND SEPTIC SUPPY LINE
EASEMENT FOR LOT 8**

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THEREFORE:

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Grantees have executed this agreement for the purpose of agreeing to be bound by the provisions hereof.

To have and to hold said right and easement to said Grantees and their successors in title forever; it being agreed the right and easement hereby granted shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns and is appurtenant to and runs with the land now owned by Grantee and hereinabove referred.

In testimony whereof, said Grantor and Grantees have hereunto set their hands and seals the day and year first above written.

Grantor:

KGDI, LLC, a Georgia Limited Liability Company

BY: David J. Borreson, Manager

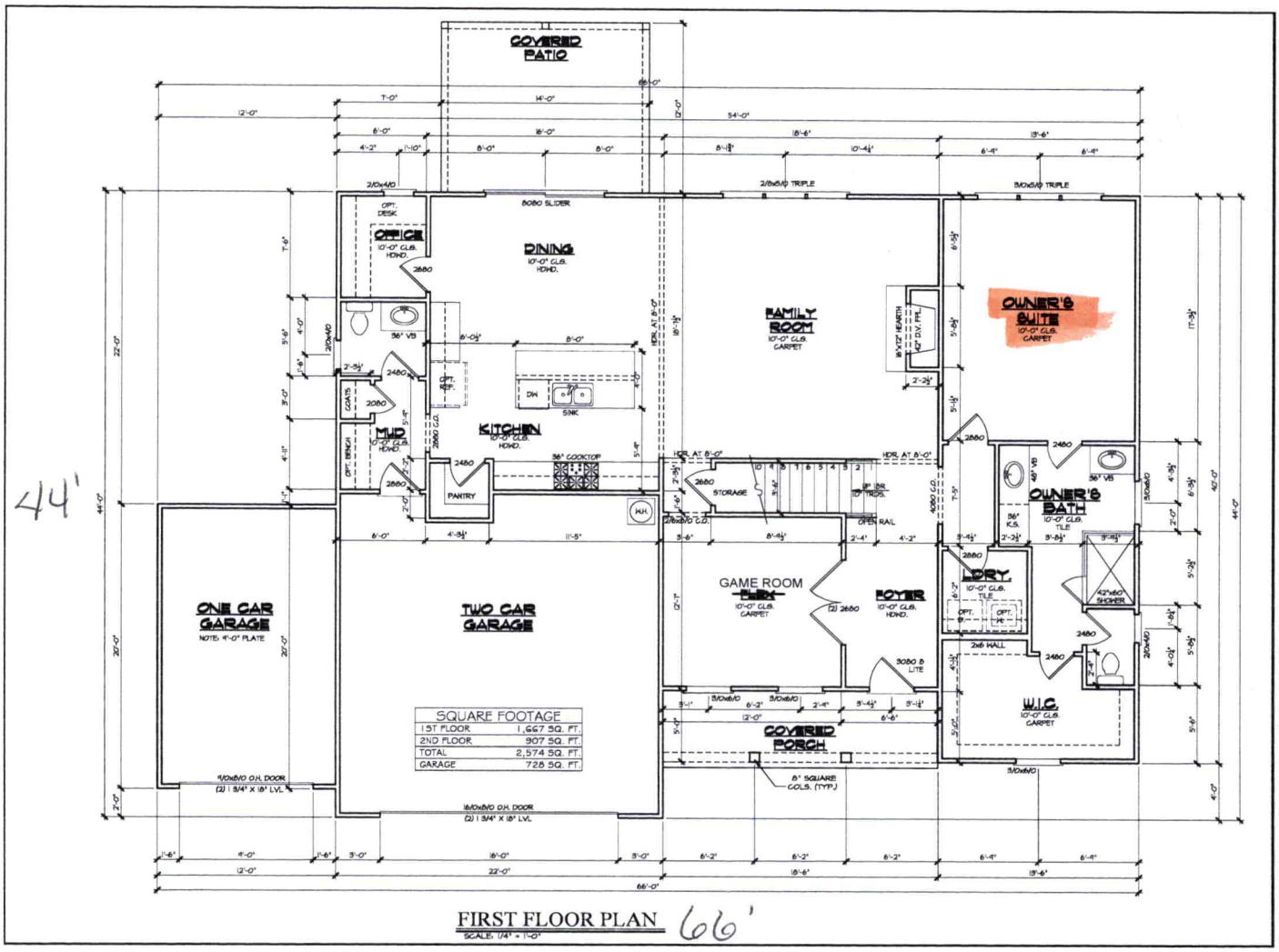
Notary
Seal-StampState of Georgia, Forsyth County.
I, a notary public of the County and State aforesaid, certify that David J. Borreson, Manager of KGDI, LLC, a Georgia Limited Liability Company, personally appeared before me this day and whom I personally identified by a current government issued picture identification and being duly sworn acknowledged the voluntary execution of the foregoing instrument for the purposes therein stated in his/her/their capacity as Grantor on behalf of said Limited Liability Company.
Witness my hand and official stamp or seal, this 12 day of May, 2022.

My commission expires: June 15, 2023
Date

Notary Public
Signature

Kendra Taylor
Printed/Typed Notary Name

KENDRA TAYLOR NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES June 15, 2023



FIRST FLOOR PLAN

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

PEACHTREE RESIDENTIAL PROPERTIES
The Builder Who Listens

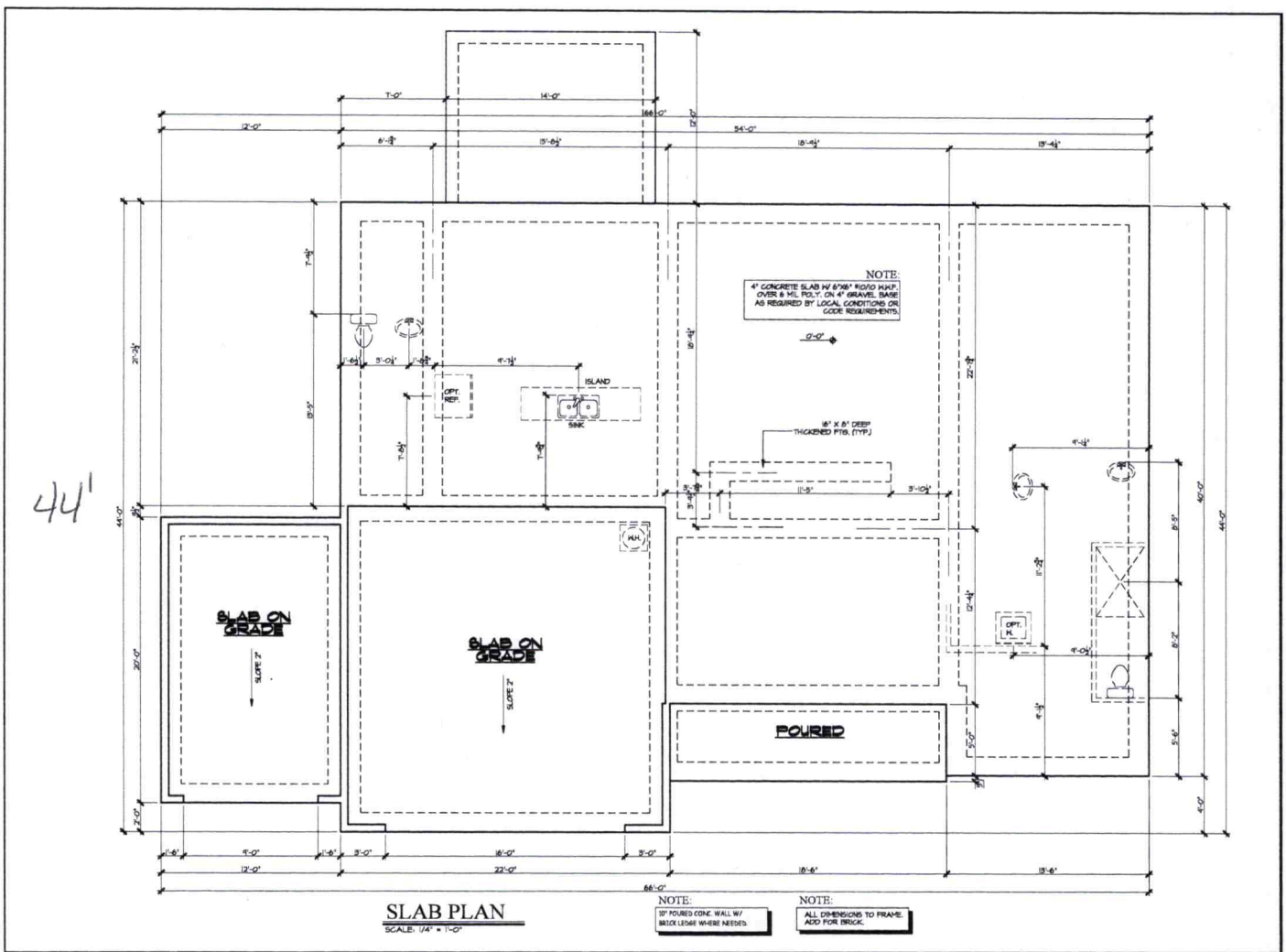
This drawing is the property of Peachtree Residential Properties and may not be copied or reproduced without the written permission of Peachtree Residential Properties.

Drawn By: RJR
Date: 05/10/22
Plan No:

Revision: FAIRFAX LOT 6

Model Name: CLARENDON
Sheet Title: FIRST FLOOR PLAN

SHEET NO. A3.1



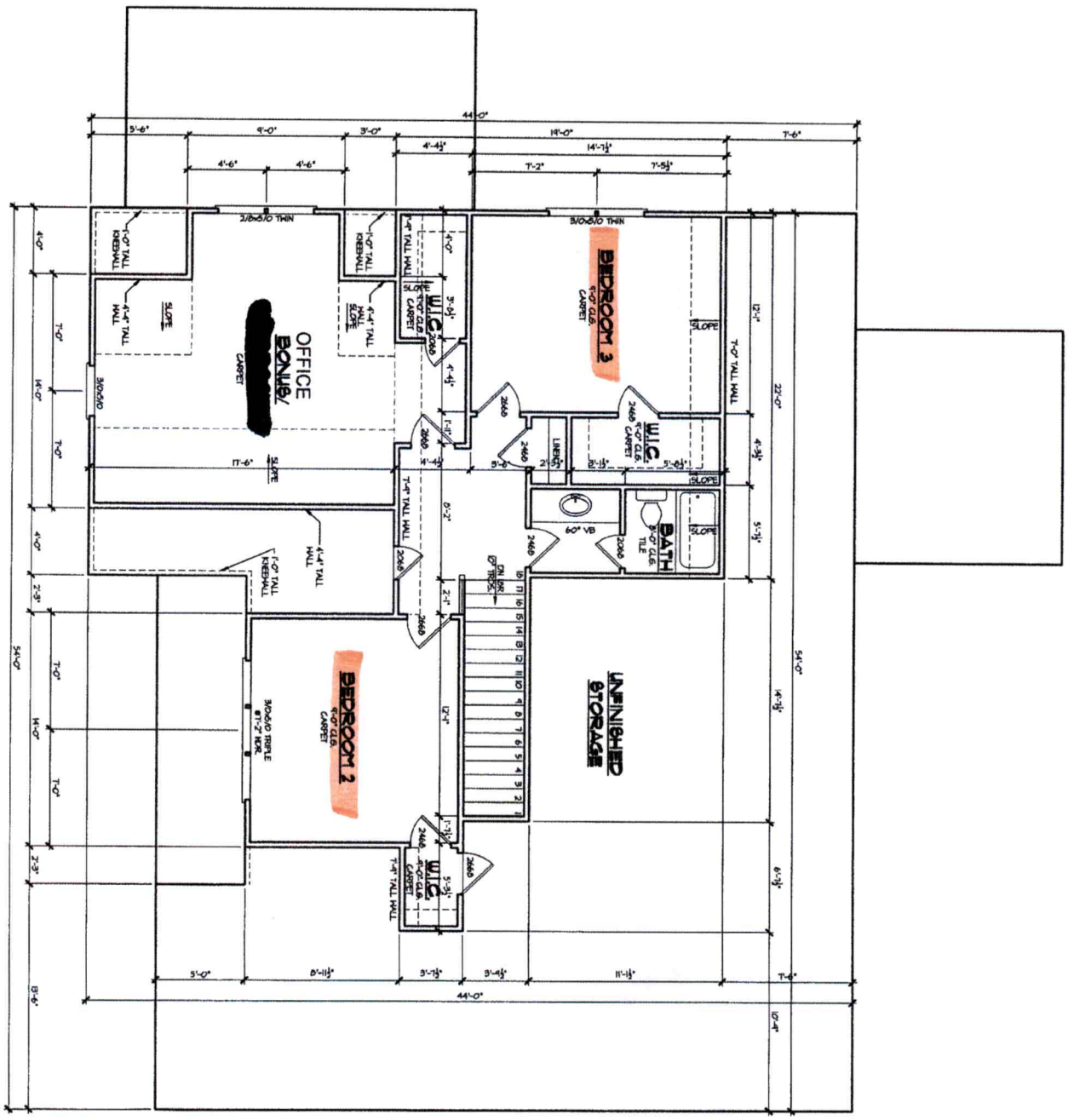
PEACHTREE RESIDENTIAL PROPERTIES
The Builder Who Listens
7580 McGinnis Ferry Rd. Suite 774, Alpharetta, Georgia 30004
Main: (770) 664-2100 • Fax: (770) 664-2101

This drawing is the property of Peachtree Residential Properties and may not be copied or reproduced without the written permission of Peachtree Residential Properties.

Drawn By: R_JR
Date: 05/10/22
Plan No:

Revision: FAIRFAX LOT 6

Model Name: CLARENDON
Sheet Title: SLAB FOUNDATION PLAN
SHEET NO. A2.1A



SECOND FLOOR PLAN

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

SHEET NO. A3.2	Model Name: CLARENDON Sheet Title: SECOND FLOOR PLAN	Revision:	FAIRFAX LOT 6 Drawn By: RJR Date: 05/10/22 Plan No:

This drawing is the property of Peachtree Residential Properties and may not be copied or reproduced without the written consent of Peachtree Residential Properties.

PEACHTREE RESIDENTIAL PROPERTIES
The Builder Who Listens
7380 McGinnis Ferry Rd. Suwanee, Georgia 30174
Voice (770) 622-2522 • Fax (770) 622-9171

PERMIT SNAPSHOT REPORT OSWP-2023-18903 FOR IREDELL COUNTY

Permit Type: Environmental Health OSWP
Work Class: EH Septic Improvement Permit
Status: PRIORITY PERMIT
Valuation: $0.00
Description: Exp Review
AC
house under construction

Project:
District: Iredell County
Square Feet: 0.00
Assigned To: Botkins, Ben

App Date: 03/14/2023
Exp Date: NOT AVAILABLE
Completed: NOT COMPLETED
Approval Expire Date:

Parcel: 4636681121.000 Main
Address: 133 Dabbling Duck Cir Main
Mooresville, NC 28117
Zone: RA(Residential Agricultural District)

Applicant/Authorized Agent
Michael Athanas & Associates
Gary McNeely
2630 Statesville Blvd
Salisbury, NC 28147
Mobile: (704) 310-1832

Property Owner
PEACHTREE RESIDENTAL LLC
9525 BIRKDALE CROSSING DR SUITE 208
HUNTERSVILLE, NC 28117
Business: (980) 689-2235

Permit Custom Fields

How is your site plan being submitted	Custom Site Plan	Does the site contain any jurisdictional wetlands	No	Non-domestic Sewage Generated	No
Other Public Agency	No	All proposed structure dimensions	see plan	If other Addition/Structure, please explain	
Maximum Number of Bedrooms	3	Number of Occupants	6	Foundation Type	Concrete Slab Foundation
Desired Septic System Type	Modified Conventional	If other septic system type, please explain		Front Setback	35
Back Setback	35	Left Setback	15	Right Setback	15
Additional Unique Setbacks Apply	No				

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Gary_McNeely_3/14/2023.jpg	03/14/2023 9:01	McNeely, Gary		Uploaded via CSS
Fairfax at MH 8 2023_v1.pdf	03/14/2023 9:22	Nebel, Barbara	Available Online	Site Plan
Fairfax at MH 8 AF_v1.pdf	03/14/2023 9:22	Nebel, Barbara	Available Online	Authorize to Act as Agent
Fairfax at MH 8 SFE 2023_v1.pdf	03/14/2023 9:22	Nebel, Barbara	Available Online	Additional Supporting Information
FAIRFAX at MH 8 SOIL_v1.doc	03/14/2023 9:22	Nebel, Barbara	Available Online	Additional Supporting Information
Fairfax at MH 8 VR_v1.pdf	03/14/2023 9:22	Nebel, Barbara	Available Online	Additional Supporting Information
Fairfax at MH 8_v1.docx	03/14/2023 9:22	Nebel, Barbara	Available Online	Additional Supporting Information
FT Check List_v1.pdf	03/14/2023 9:22	Nebel, Barbara	Available Online	Additional Supporting Information

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00010576	Iredell Zoning Tech Fee	$2.25	$2.25
	New Gravity System	$850.00	$850.00
	Iredell Zoning Permit Fee	$75.00	$75.00
	Total for Invoice INV-00010576	$927.25	$927.25
	Grand Total for Permit	**$927.25**	**$927.25**

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Completeness Check v.1		03/14/2023 9:24	03/14/2023 9:27
Confirm application complete v.1	Generic Action		03/14/2023 9:27
Zoning Review v.1		03/14/2023 9:26	03/20/2023 9:12

PERMIT SNAPSHOT REPORT (OSWP-2023-18903)

Iredell County Zoning Approval v.1	Task	03/14/2023 9:26	03/20/2023 9:12
Issue Invoice v.1	Generic Action		03/14/2023 11:15
Fees Paid v.1	Generic Action		03/20/2023 9:12
Fees v.1		03/20/2023 9:12	03/20/2023 9:12
Issue Invoice v.1	Generic Action		03/20/2023 9:12
Fees Paid v.1	Generic Action		03/20/2023 9:12
Lot Readiness Verification v.1			
OSWP Septic Preliminary Site Visit v.1	Inspection		
OSWP Site Evaluation v.1	Inspection		
Issue Improvement Permit v.1			
Issue Invoice v.1	Generic Action		
Fees Paid v.1	Generic Action		
Issue Permit v.1	Generic Action		
Permit Completion Process v.1			
Authorization to Construct Permit v.1	Create Sub Permit		
Issue Authorization to Construct v.1	Generic Action		