ICHD–ENVIRONMENTAL HEALTH DIVISION

PJB

Statesville Office (704) 878-5305 | Mooresville Office (704) 660-3625

PERMIT # AP-243554

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

PIN # 4664497421

APPLICANT/OWNER: Henry Olivares address changed DW

APPLICANT ADDRESS: 11220 Suunto Ln. Cornelius, NC 28216

SITE ADDRESS: 705 Presbyterian Rd. Mooresville, NC 28115

SITE DIRECTIONS: Shearers Rd (s) → lot on R (at corner of Shearers + Presbyterian)

PHONE: 781-420-2670 ALT. PHONE —

SUBDIVISION: Huntington Ridge SECTION: 1 LOT # 7 LOT AREA: .757ac

SAP CONTROLLED: ☐ YES ☑ NO

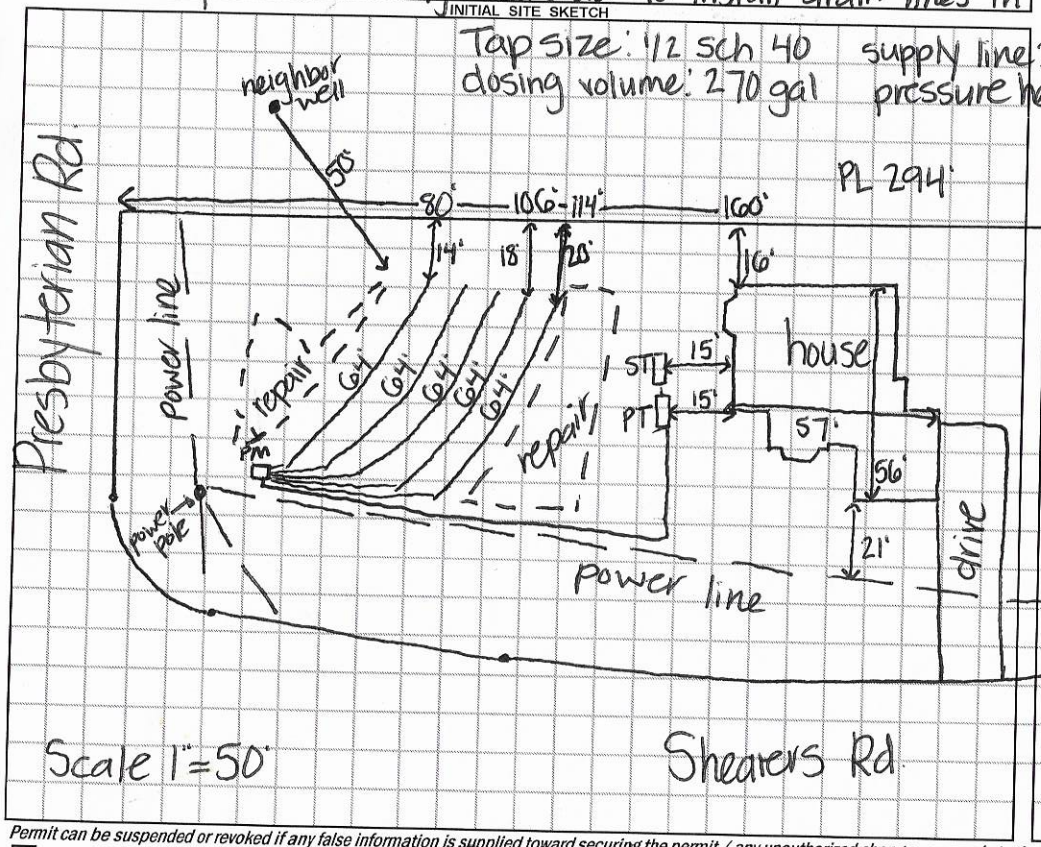
DESIGN FLOW: 480gpd L.T.A.R.: .25

Septic Tank	1000 (gal)	STB	Infiltrator	Date	Infiltrator	☑ New System ☐ Repair ☐ Expansion	System Type: I II (III) IV V VI	☑ Residence	No. Bedrooms 4
Pump Tank	1000 (gal)	PT	Infiltrator	Date	Infiltrator	System Description: PM PPBPS		☐ Business	No. Persons 8
Pump Make		Model		Serial #		Repair System Description: LP PPBPS		☐ Other	No. Employees
# Nitrification Fields	1	# Lines	5 @ 64'	Linear Ft	320'	Maintenance Agreement Required: ☐ YES ☑ NO		☐ Slab	☑ Crawl Space
* Trench Width	24"	Trench Bottom Depth (Low side) MAX	36"	Gravel Depth	—	☐ GRAVITY ☑ PRESSURE		☐ Basement w/plumbing	☐ Basement w/o plumbing

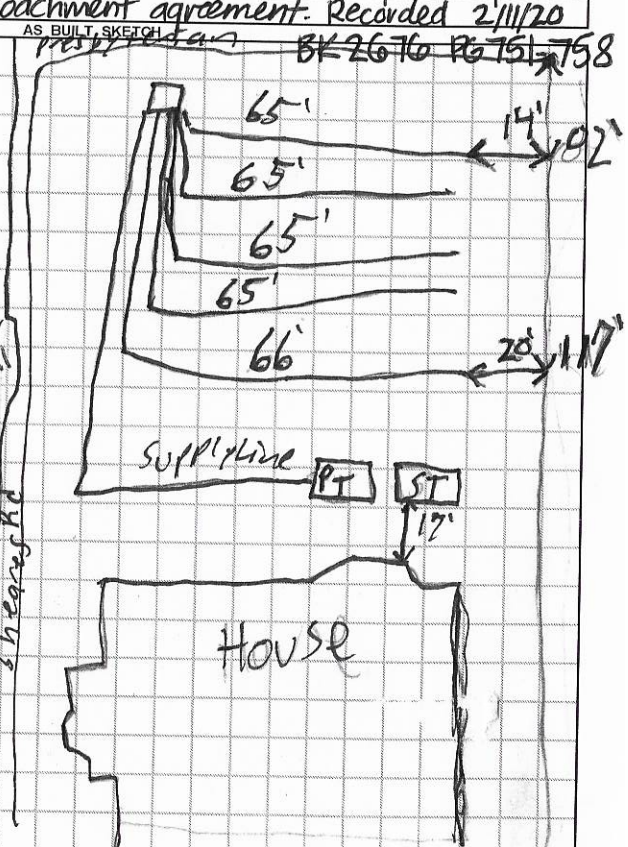
Water Supply: ☑ Private ☐ Public ☐ Community

Comments / Conditions: Install at max trench depth of 36". OK to cheat contour 3". Encroachment agreement MUST be recorded prior to issuing AC in order to install drain lines in power line R/W (R/W is 20' on either side of power lines). Any part of septic must maintain 10' from power pole. - See attached for encroachment agreement. Recorded 2/11/20

INITIAL SITE SKETCH



AS BUILT SKETCH



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: [signature] Date: 11/12/19

IMPROVEMENT PERMIT by: Kayla Wilson Date: 11-12-19

AUTHORIZATION TO CONSTRUCT by: Kayla Wilson Date: 2-14-20

Installed by: Greenway

OPERATION PERMIT by: Benjamin A Britt Date: 12/03/2020

Existing System Inspected by: Date:

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

	Date	Initials
Drain Lines Checked	12/4/2020	PJB
Tanks Checked	12/4/2020	PJB
Pressure Manifold or Valve Box Checked	12/4/2020	PJB
Pressure Head Set	12/7/2020	PJB
Electrical Checked	12/23/22	DL BB
Floats Set	12/7/2020	PJB
Alarm Checked	12/7/2020	PJB
Maintenance Contract Y (N)	12/4/2020	PJB
Comments:		

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH, ENVIRONMENTAL HEALTH SECTION
ON-SITE WATER PROTECTION BRANCH

Sheet 1 of 1
PROPERTY ID #: 4664497421
COUNTY: Iredell

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
(Complete all fields in full)

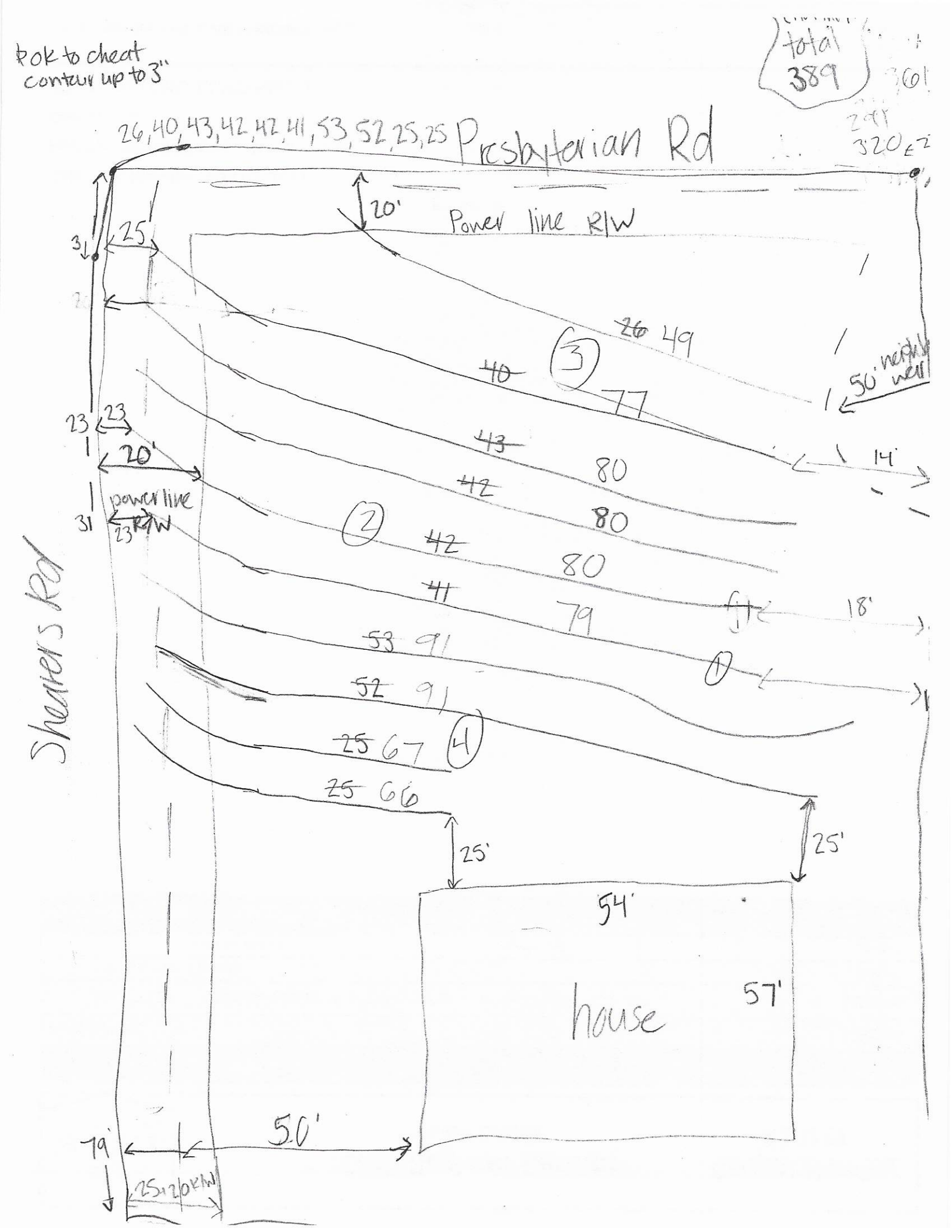
OWNER: Henry Olivares
ADDRESS: 705 Presbyterian Rd. APPLICATION DATE 7-20-19
PROPOSED FACILITY: SFR PROPOSED DESIGN FLOW (.1949): 480gpd DATE EVALUATED: 10-17-19
LOCATION OF SITE: Shearers Rd(S) → lot on R (at intersection of Presbyterian) PROPERTY SIZE: .757ac
WATER SUPPLY: ☑ Private ☐ Public ☑ Well ☐ Spring ☐ Other PROPERTY RECORDED: YES
EVALUATION METHOD: ☐ Auger Boring ☑ Pit ☐ Cut TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	7% LS	0-3	WSBK SCL	FR,SS,SP,SE	—	48	24" weathered R band 25-48 few SAP inc		PS .3
		3-24	SBK C	FR,SS,SP,SE					
		24-48	WSBK CL	FR,SS,SP,SE					
2	6% LS	0-8	WSBK SCL	FR,SS,SP,SE	—	48	26-48 few-com SAP inc		PS .3
		8-26	ABK C	FR,SS,SP,SE					
		26-48	WABK CL	FR,SS,SP,SE					
3	7% LS	0-4	WSBK SCL	FR,SS SP SE	4-18 few YB mottles 2.5Y6/3 6/4	48	23-48 few-com SAP inc.		PS .25
		4-23	ABK C	FR,S,P,SE					
		23-48	WABK CL	FR,SS,SP,SE					
4	6% LS	0-10	WSBK SCL	FR,SS,SP,SE	10-49 com YB mottles	49	—		PS .25
		10-31	SBK SC	FR,SS,SP,SE					
		31-49	WABK CL	FR-FI,SS,SP,SE					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)	III	IV
Site LTAR	.25	.25

OTHER FACTORS (.1946): PS
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: Kayla Wilson
OTHER(S) PRESENT:

COMMENTS:


ok to cheat contour up to 3"
total 389
26,40,43,42,42,41,53,52,25,25
Presbyterian Rd
20'
Power line R/W
25'
3
23
23
20'
power line R/W
31
Shankers Rd
26 49
40
77
50' neighbor well
43
80
42
80
42
80
41
79
18'
53 91
52 91
25 67
25 66
25'
25'
54'
house
57'
79'
5.0'
25' R/W

APPLICATION MUST BE FILLED OUT COMPLETELY & BE LEGIBLE
OR IT WILL NOT BE PROCESSED

#243554
11.7.19
$105.00

Iredell County Health Department – Environmental Health Division

PAGE 1: ***APPLICATION FORM***

Limited Relayout

Application For: ( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
(X) 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: (PRINT CLEARLY)

Applicant Name: X Henry Olivares **Address:** X 11220 Suunto Ln Cornelius **Zip:** 28031

Applicant Email: _____ **Phone:** X 781-420-2670 **Alt. Phone:** _____

Owner Name: _____ **Address:** _____ **Zip:** _____

Owner Email: _____ **Phone:** _____ **Alt. Phone:** _____

Property Information:

Street Address: X 705 Presbyterian Rd Mooresville NC 28115

Subdivision Name: Huntington Ridge **Section/Phase:** _____ **Lot Number:** 7

Driving Directions: _____

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

(✓) New Single Family Residence
( ) New Multi-Family Residence
( ) Accessory Building
( ) Bedroom(s) Addition
( ) Repair to failing septic system ___ Tank ___ Drain lines Describe Problem: _____

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

CHECK FOUNDATION TYPE
(✓) Crawl Space Foundation
( ) Concrete Slab Foundation
( ) Basement with Plumbing
( ) Basement without Plumbing

Non-Residential Site Development: Type of Business: _____
Square Footage of Building: _____ Max. Number of Employees: _____ Max. Number of Seats/Beds/Other: _____

Water Supply: ( ) Replacement Well – Reason: _____
( ) Multi-connection Well Number of Houses: _____ Number of Persons: _____

(✓) 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: X Henry Olivares 11/07/19
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

IREDELL COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

DOCUMENTATION TO AUTHORIZE AN OWNER'S LEGAL REPRESENTATIVE

(Check and sign only ONE of the options below)

1. * APPLICANT AND OWNER ARE THE SAME. * (*Sign here*) X _____

Applications for permits require the "signature of the owner or owner's legal representative" (15A NCAC 18A .1937). If the owner does not sign the application himself or herself, they can submit any one of the following documents to designate their legal representative: *Power of Attorney; Real Estate Contract; Estate executor; Bankruptcy trustee; Court ordered guardianship*
In the absence of the above documentation, the property owner may provide the local health department with documentation that designates a legal representative. A property owner may:
Complete this form to document his or her legal representative, or provide his or her own form that contains the information in this form. If there are multiple property owners, then all property owners must sign the form that designates a legal representative.
By signing a form that designates a legal representative for purposes of 15A NCAC 18A .1937, the property owner authorizes that representative to act on their behalf in matters pertaining to the application and permitting process, including signing or receiving any application, document or permit. The owner retains full responsibility to meet all permit conditions specified by the local health department.

2. I, _____, am the legal owner(s) of the property located at _____, identified as

PIN (Parcel Identification Number)_____, located in Iredell County, North Carolina.

I do hereby authorize (**print legal representative/company name**) _____,

_____, to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below.

- Application for Improvement Permit (IP) / Authorization to Construct (AC)
- Improvement Permit (IP) / Authorization to Construct (AC)
- Application for soil-site evaluation (new/repair)
- Application/permit for private drinking water well/well abandonment
- Application for Compliance Inspection

I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and the Iredell County Department of Public Health, Environmental Health Division.

X _____ 11/07/15

Signature of Owner(s) Date

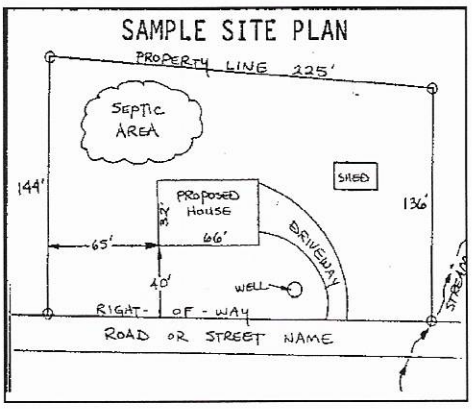
Mooresville - Environmental Health
ronda.hart@co.iredell.nc.us
Fax: 704-662-3239
610 E. Center Avenue, Mooresville, NC 28115

Statesville - Environmental Health
adrienne.shea@co.iredell.nc.us
Fax: 704-871-3483
349 N. Center Street, Statesville, NC 28677

IREDELL COUNTY DEPARTMENT of ENVIRONMENTAL HEALTH

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 OR WELL 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**
- ( ) **Preferred well location**
- ( ) **Preferred septic system location**
- ( ) **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

Kayla has new site plan.

Signature: X _____ 11/07/19

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

NOTES:

1. APPARENT SOURCE OF TITLE:
LOT 7 OF HUNTINGTON RIDGE, PHASE 1 RECORDED IN MAP BOOK 46 PAGE 24.
PARCEL ID#4664497421 (705 PRESBYTERIAN ROAD)

2. AREA CALCULATED BY COORDINATE GEOMETRY METHOD.
TOTAL LOT AREA 32,987 sqft/0.757 acres.

3. SUBJECT TO RA ZONING REGULATIONS.

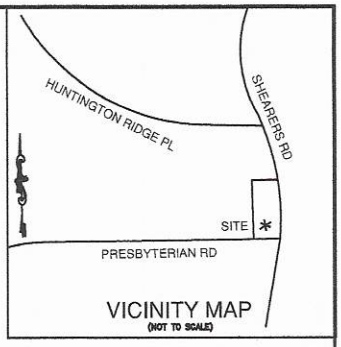
4. MINIMUM SETBACK 35'
MINIMUM SIDE YARD 15' (CORNER 25')
MINIMUM REAR YARD 35'

5. THIS PARCEL MAY BE SUBJECT TO EASEMENTS AND/OR R/W'S EITHER RECORDED OR IMPLIED. A COMPLETE AND FULL TITLE SEARCH WAS NOT PERFORMED FOR THIS SURVEY.

6. UNLESS SIGNED AND SEALED, THIS MAP IS NOT FOR SALES AND/OR CONVEYANCES AND IS NOT INTENDED TO BE RECORDED. THIS IS AN EXHIBIT MAP ONLY.

LEGEND

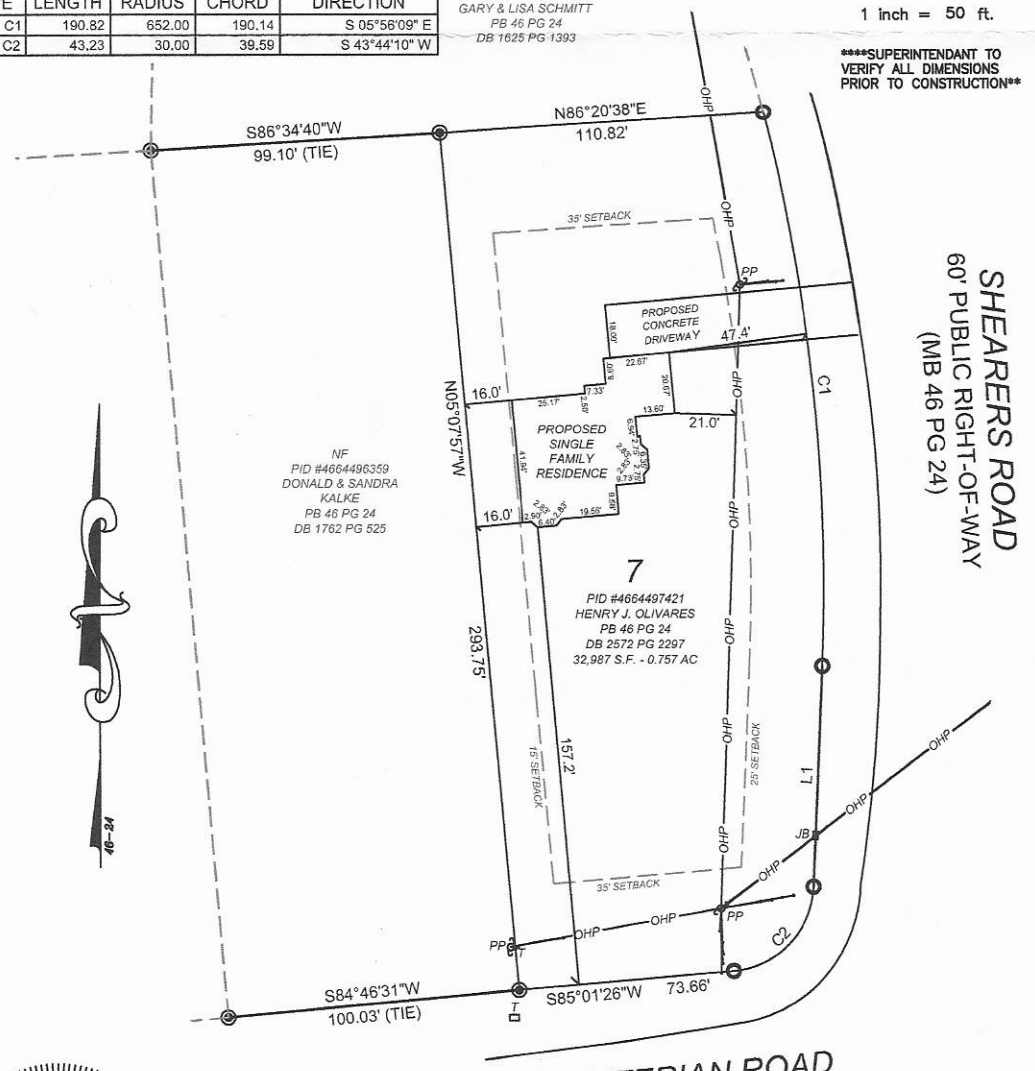
- - - - - - LINES NOT SURVEYED
R/W.....RIGHT OF WAY
◉.....1" IRON PIPE (FOUND)
○.....#4 REBAR (SET)
▬.....CURB INLET
○○.....SANITARY SEWER CLEAN OUT
□.....TELEPHONE PEDESTAL
JB.....JUNCTION BOX
OHP.....OVERHEAD POWER LINE
○.....POWER POLE



GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

LINE TABLE		
LINE	LENGTH	BEARING
L1	75.60	S02°26'54"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	190.82	652.00	190.14	S 05°56'09" E
C2	43.23	30.00	39.59	S 43°44'10" W



NORTH CAROLINA PROFESSIONAL SEAL L-3617 LAND SURVEYOR JULIA A. McDONALD

THIS IS AN EXISTING PARCEL OF LAND WITHIN A MUNICIPALITY THAT REGULATES PARCELS OF LAND.

I CERTIFY THAT THIS MAP DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DESCRIPTION RECORDED IN DEED BOOK 2572 PAGE 2297); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN PLAT BOOK 46, PAGE 24; 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). THIS 17th DAY OF SEPTEMBER, 2019.

PRELIMINARY

REGISTERED LAND SURVEYOR REGISTRATION # L-3617

PLOT PLAN
OF
705 PRESBYTERIAN ROAD

DATE: 17 SEPT 2019 SCALE: 1"=50'
MOORESVILLE, NORTH CAROLINA

PROPERTY OWNER: HENRY J. OLIVARES
11220 SUUNTO LANE
CORNELIUS, NC 28031

REVISION #5: ADJUST PLACEMENT

SURVEY BY:
3556A CENTRE CIRCLE
FORT MILL, SC 29715
(844) 865-5263

C-4291

TIDEMARK LAND SERVICES

Type: CRP
Recorded: 02/11/2020 at 08:18:35 AM
Fee Amt: $26.00 Page 1 of 8
Iredell County, NC
Ronald N. Wyatt Register of Deeds
BK 2676 PG 751-758

NORTH CAROLINA

IREDELL COUNTY

NORTH CAROLINA DISTRIBUTION ENCROACHMENT AGREEMENT FOR NITRIFICATION FIELD ENCROACHMENTS

THIS North Carolina Distribution Encroachment Agreement for Nitrification Field Encroachments ("Agreement"), made this 10TH day of February, 2020, by and between EnergyUnited Electric Membership Corporation, a North Carolina Corporation ("EnergyUnited"), and Henry Jesus Olivares ("Grantee").

WITNESSETH:

WHEREAS, Grantee is the owner of a 0.757 acre lot of land situated in Coddle Creek Township, Iredell County, North Carolina, and being the land described in a deed from Gary J. Schmitt and wife Lisa S. Schmitt to Henry Jesus Olivares, dated August 17, 2018, and recorded in Deed Book 2572, Page 2297 of the Iredell County Registry and being all of Lot 7 of the subdivision known as Huntington Ridge, Phase 1, as the same is shown on a map thereof recorded in Map Book 46, Page 24 of the Iredell County Registry (the "Property");

WHEREAS, EnergyUnited has previously acquired a forty (40) foot wide easement area and a ten (10) foot wide easement area over the Property on which easement areas EnergyUnited maintains and operates electrical facilities (the "Easement Area"); and

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

Page Count 8
NS PQ SI

R.O.I.C.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, EnergyUnited, insofar as EnergyUnited's rights are concerned, hereby authorizes Grantee, his heirs 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 within the metes and bounds as shown on a map, dated February 4, 2020, and entitled "SEPTIC ENCROACHMENT EXHIBIT: 705 PRESBYTERIAN RD," which is attached hereto as Exhibit A and incorporated herein by reference (the "Map"). Other than removing the Encroachment, Grantee shall not alter or add to the Encroachment in any way without receiving prior written consent from EnergyUnited. Should Grantee perform any work in the Easement Area without the prior written consent of EnergyUnited, should it fail to perform the work in a manner consistent with the specifications approved by EnergyUnited, or should the Encroachment threaten any EnergyUnited facility, then Grantee shall be liable to EnergyUnited for any costs EnergyUnited incurs while remedying actual or potential threats to EnergyUnited'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 EnergyUnited upon ninety (90) days written notice of EnergyUnited's desire to terminate.

3. EnergyUnited 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. EnergyUnited 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 EnergyUnited 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 EnergyUnited 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 EnergyUnited's Easement Area other than inert piping for septic draining purposes.

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

7. Grantee shall not utilize any equipment within EnergyUnited'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 EnergyUnited'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 EnergyUnited from any taxes or assessments which may be levied for or as a result of the Encroachment.

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

10. Grantee shall not do any digging, grading, or filling nearer than fifteen (15) feet to any of EnergyUnited's 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 EnergyUnited's Easement Area unless shown on the Map and approved by EnergyUnited. The surface of the Easement Area shall be properly graded, raked, and seeded after construction of the Encroachments is complete.

12. EnergyUnited 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 EnergyUnited immediately if any damage does occur, and reimburse EnergyUnited for the costs of any repairs made necessary by such damage.

13. The Encroachment is subject to the paramount right of EnergyUnited at all times to make use of EnergyUnited's entire Easement Area for the construction, maintenance, reconstruction, and operation of electric lines. In the future, EnergyUnited 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 EnergyUnited within ninety (90) days after receipt of the written demand.

14. This Agreement is effective only insofar as the easement rights of EnergyUnited in the Easement Area are concerned; and Grantee shall obtain from others such permission sand 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 EnergyUnited, 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, EnergyUnited 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 EnergyUnited for any reason related to this Agreement it shall contact EnergyUnited'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 EnergyUnited 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, EnergyUnited and Grantee have caused this Agreement to be signed under seal in their names, as of the date first above written.

ENERGYUNITED ELECTRIC
MEMBERSHIP CORPORATION (SEAL)
a North Carolina corporation

Witnesses:

Tyler Graham

Name: Tyler Graham

By: Matthew L Sharpe (SEAL)
Name: Matthew L. Sharpe
Title: Director of Operations

Nathan Teeter

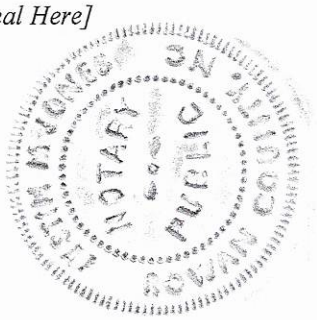
Name: NATHAN TEETER

STATE OF NORTH CAROLINA
COUNTY OF Rowan

The foregoing document was acknowledged before me this 10 day of February, 20 20, by Matt Sharpe, as Director of Operations of EnergyUnited Electric Membership Corporation, a North Carolina corporation, who is personally known to me or who has produced _____ as identification.

Notary Public: Justin M Jones My Commission Expires: 12-6-2020

Printed Name: Justin M Jones *[Affix Notary Seal Here]*



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

_____ (SEAL)
Henry Jesus Olivares

Witnesses:

_____

Name: Tyler Graham

_____

Name: NATHAN TEETER

STATE OF NORTH CAROLINA
COUNTY OF Rowan

The foregoing document was acknowledged before me this 10 day of February, 2020, by Henry Jesus Olivares, who is personally known to me or who has produced Drivers License as identification.

Notary Public: _____ My Commission Expires: 12-6-2020

Printed Name: Justin M Jones

[Affix Notary Seal Here]

JUSTIN M JONES NOTARY PUBLIC ROWAN COUNTY NC

NOTES:

1. APPARENT SOURCE OF TITLE:
LOT 7 OF HUNTINGTON RIDGE, PHASE 1 RECORDED IN MAP BOOK 46 PAGE 24.
PARCEL ID#4664497421 (705 PRESBYTERIAN ROAD)

2. AREA CALCULATED BY COORDINATE GEOMETRY METHOD.
TOTAL LOT AREA 32,987 sqft/0.757 acres.

3. SUBJECT TO RA ZONING REGULATIONS.

4.

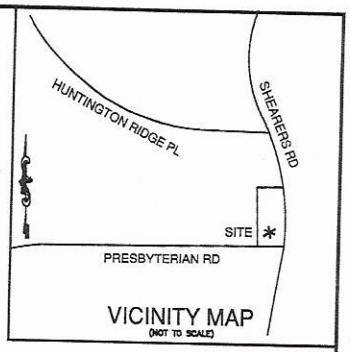
MINIMUM SETBACK	35'
MINIMUM SIDE YARD	15' (CORNER 25')
MINIMUM REAR YARD	35'

5. THIS PARCEL MAY BE SUBJECT TO EASEMENTS AND/OR R/W'S EITHER RECORDED OR IMPLIED. A COMPLETE AND FULL TITLE SEARCH WAS NOT PERFORMED FOR THIS SURVEY.

6. UNLESS SIGNED AND SEALED, THIS MAP IS NOT FOR SALES AND/OR CONVEYANCES AND IS NOT INTENDED TO BE RECORDED. THIS IS AN EXHIBIT MAP ONLY.

LEGEND

- - - - - - - LINES NOT SURVEYED
R/W.....RIGHT OF WAY
.....1" IRON PIPE (FOUND)
.....#4 REBAR (SET)
.....CURB INLET
CO.....SANITARY SEWER CLEAN OUT
T.....TELEPHONE PEDESTAL
JB.....JUNCTION BOX
OHP.....OVERHEAD POWER LINE
.....POWER POLE

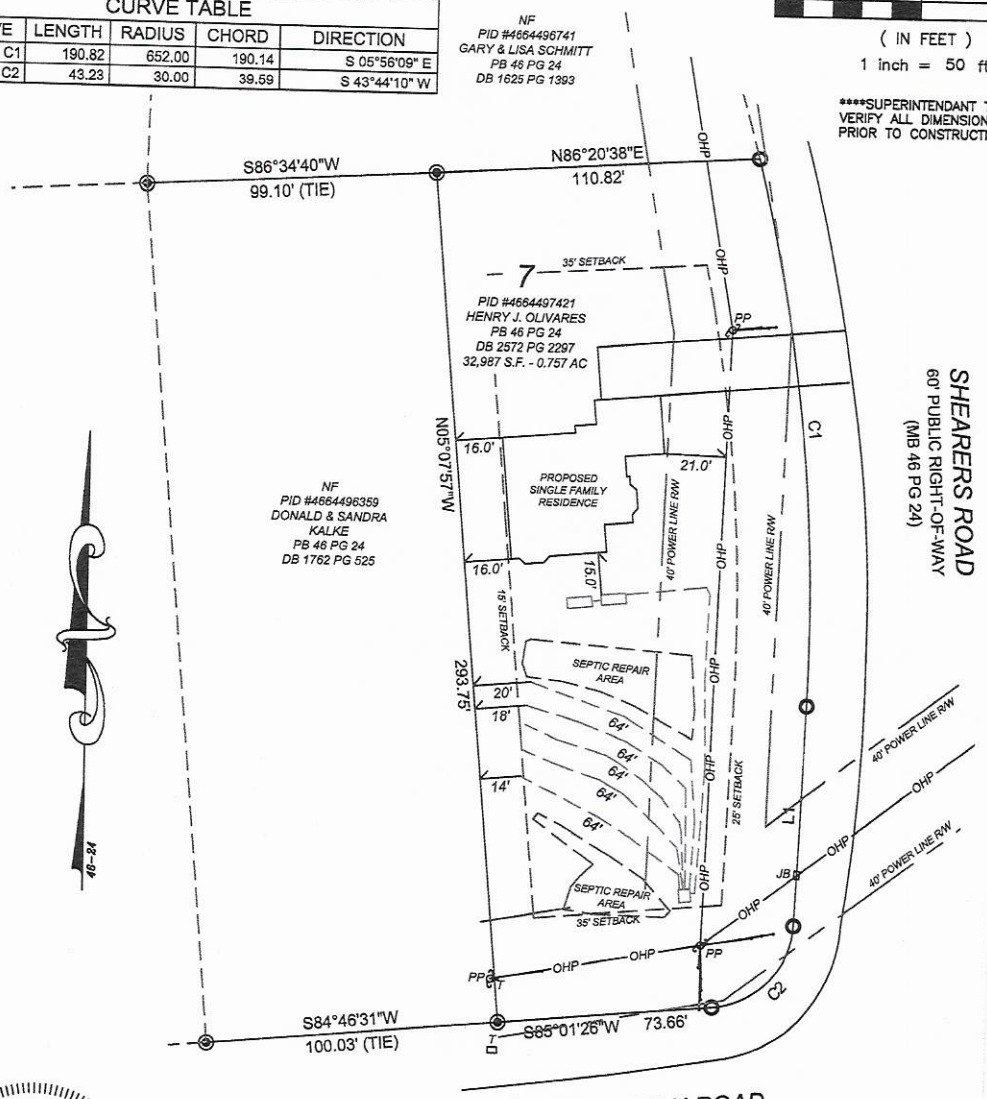


LINE TABLE		
LINE	LENGTH	BEARING
L1	75.60	S02°26'54"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	190.82	652.00	190.14	S 05°56'09" E
C2	43.23	30.00	39.59	S 43°44'10" W

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

****SUPERINTENDANT TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION****



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.

NORTH CAROLINA PROFESSIONAL SEAL L-3617 LAND SURVEYOR JULIA A. McDONALD

THIS IS AN EXISTING PARCEL OF LAND WITHIN A MUNICIPALITY THAT REGULATES PARCELS OF LAND.

I CERTIFY THAT THIS MAP DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DESCRIPTION RECORDED IN DEED BOOK 2572 PAGE 2297); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN PLAT BOOK 46, PAGE 24; 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). THIS 4th DAY OF FEBRUARY, 2020.

PRELIMINARY

REGISTERED LAND SURVEYOR REGISTRATION # L-3617

SEPTIC ENCROACHMENT EXHIBIT:

705 PRESBYTERIAN ROAD

DATE: 04 FEB 2020 SCALE: 1"=50'
MOORESVILLE, NORTH CAROLINA

PROPERTY OWNER: HENRY J. OLIVARES
11220 SUUNTO LANE
CORNELIUS, NC 28031

SURVEY BY:
3556A CENTRE CIRCLE
FORT MILL, SC 29715
(844) 865-5263

C-4291
TIDEMARK LAND SERVICES

dotloop signature verification: dtlp.us/0WCH-YXGe-Mcqk

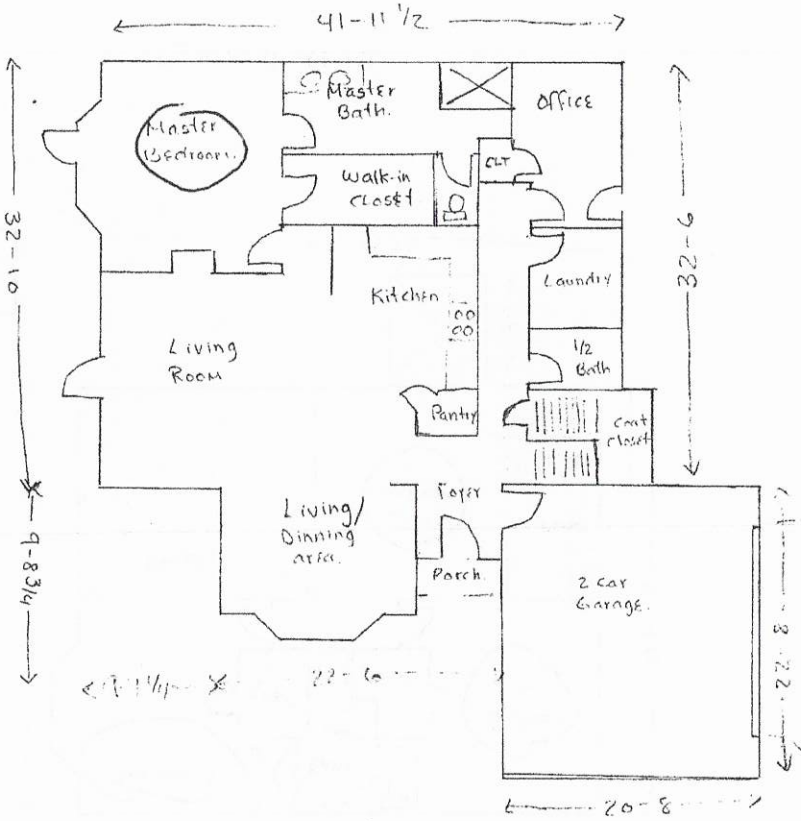
Acknowledgement Of
Plans Submitted ONL

Date 2-14-20

Date

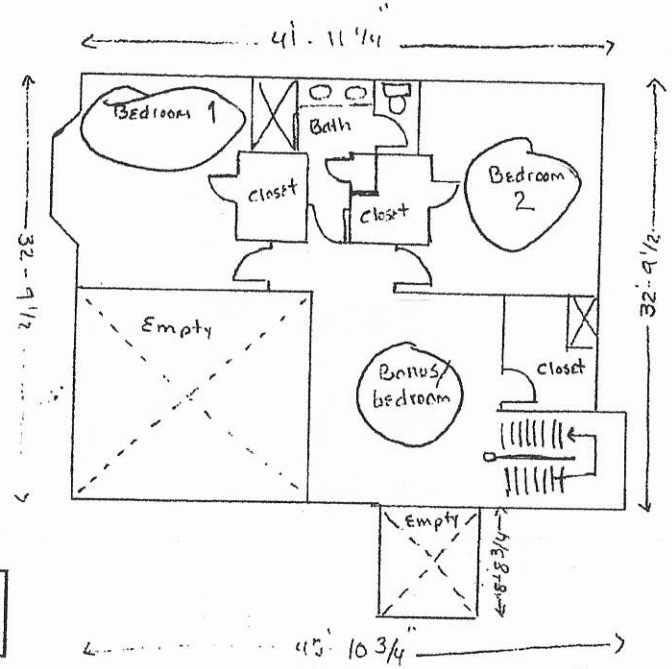
Raul Gonzalez

dotloop verified
02/14/20 3:50 PM EST
C8CS-IV0D-R8LK-DUGJ



Main level.

dotloop signature verification: dtlp.us/0WCH-YXGe-Mcqk



Second level.

Ack[illegible]ent Of Plans Sub[illegible]al ONL

[signature] Date 2-14-20

Date

Raul Gonzalez

dotloop verified
02/14/20 3:50 PM EST
AIUI-DTTA-XPQS-81AH