ICHD–ENVIRONMENTAL HEALTH DIVISION

KW

Statesville Office (704) 878-5305 | Mooresville Office (704) 660-3625 (18)

PERMIT # AP 305145

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

PIN # 4740680242

APPLICANT/OWNER: Richard Mendrick | APPLICANT ADDRESS: 139 Anchor Ln Troutman, NC 28166

SITE ADDRESS: 168 Barkdale Troutman, NC 28166 | PHONE: 704 437-0364 | ALT. PHONE

SITE DIRECTIONS: US 21/Hwy 115 N. TL Barkdale on right

SUBDIVISION: — | SECTION: — | LOT # 2 | LOT AREA: 1.24 Acre | SAP CONTROLLED: [X] YES [ ] NO | DESIGN FLOW: 360 gpd | L.T.A.R. Ext. 4 / .25 Rep

Septic Tank	1000 (gal)	STB	160	Date	5/15/2020	[X] New System [ ] Repair [ ] Expansion	System Type: I II III IV V VI
Pump Tank	1000 (gal)	PT	363	Date	5/3/2020	System Description:	Pump-PM 25% Reduction
Pump Make	Zoeller	Model	BN152	Serial #		Repair System Description:	Hort. PPBPS
# Nitrification Fields	1	# Lines	5	Linear Ft	225	Maintenance Agreement Required:	[ ] YES [X] NO
Trench Width	36"	Trench Bottom Depth(Low side)	36"	Gravel Depth	N/A		[ ] GRAVITY [X] PRESSURE

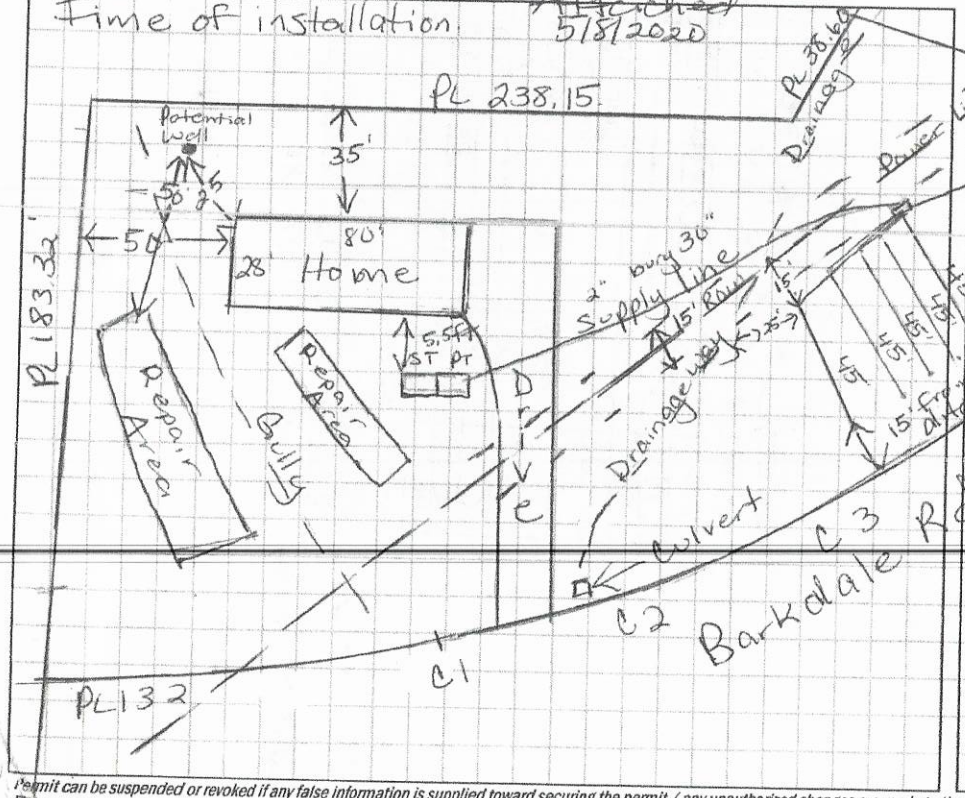
[X] Residence | No. Bedrooms 3 | [ ] Business | No. Persons 6 | [ ] Other | No. Employees | [ ] Slab | [X] Crawl Space | [ ] Basement w/ plumbing | [ ] Basement w/o plumbing

Water Supply: [X] Private [ ] Public [ ] Community

Comments / Conditions: *Must get permission to cross Powerline Row with Septic/Supply line. Keep Septic, Drainfield Out of Powerline ROW. Row must be marked at time of installation.

*When Supply line crosses drainage ditch sewer must be ductile iron pipe or encased in Concrete or ductile pipe for at least 5ft either side of crossing.

INITIAL SITE SKETCH — Attached 5/8/2020



AS BUILT SKETCH

Scale 1:60

Bury Supply line 30" under drive

9/15/2020 – Panel Box Mount to 12" above Grade

7/20/2020

½" SCH 80 Tees (5) in PM Box

L1 46
L2 46
L3 46
L4 46
L5 46
} IQ4W installed @ 36" TB

56" TB top line @ Needs pit dug + satisfactory evaluation to 80" inches + remove 26" soil fork

7/22/2020 Pit dug to 80" above top drainline

LISL EAP

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. [X] 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: Acceptance of Permit Rec'd Date: 4.17.2020 | Installed by: Craig Thompson

IMPROVEMENT PERMIT by: Maria Dotson Date: 4/3/2020 | OPERATION PERMIT by: Benjamin Bass Date: 9/15/2020.

AUTHORIZATION TO CONSTRUCT by: Maria Dotson Date: 5/8/2020 | 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.

ALARM BOX NEEDS TO BE 12" ABOVE GRADE
PUMP TANK RISER NEEDS TO BE 6" ABOVE GRADE

	Date	Initials
Drain Lines Checked	7/20/20	JS
Tanks Checked	7/16/20	MD
Pressure Manifold or Valve Box Checked	7/22/20	MD
Pressure Head Set	?	JB
Electrical Checked	9-8-2020	BCW
Floats Set	9-8-2020	BCW
Alarm Checked	9-8-2020	BCW
Maintenance Contract Y (N)	9-8-2020	BCW

Supply line encased in Concrete Checked 7/22/2020

DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

PROPERTY ID #: 1 2 4720680242
COUNTY: Iredell

SOIL/SITE-EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Richard Mendrick
ADDRESS: 139 Anchor Ln Troutman, NC 28166
PROPOSED FACILITY: House
LOCATION OF SITE: 168 Barkdale Troutman, NC
APPLICATION DATE: 2/18/2020
DATE EVALUATED: 3/5/20
PROPERTY SIZE: 1.24 AC
PROPERTY RECORDED: Y
PROPOSED DESIGN FLOW (.1949): 360gpd
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	4%	0-5	RC mABK SS, SP, SEXP, FR						PS .25 to 29" >29"=V
		5-29	RC w ABK/SBK SS, P, SEXP, FR						
		29-50	U C/SC, S, P, EXP, FI						
		Chroma 2 @ 29"			29"	50"	—	29"	
2	5 to 10	0-45	Brw SCL (Fill or Alluvial) SS, SP, SEXP FR						PS .3
		45-50	RC w SBK SS, SP, SEXP, FR						
					—	50"	—	—	
3	6 to 10	0-5	Brw/Rd/Brw SCL SS, SP, SEXP FR						PS .4
		5-34	RC w/ SBK SS SP, SEXP, FR						
		34-40	R to U el/Rd C w SBK SS, SP, SEXP, FR w/ few						
		To many SAP Inclus							
		40-60+	L - SAP massive, FR —			40"	—	—	
4	5 to 10	0-9	Rd/Brw SCL/C w SBK SS, SP, SEXP, FR						PS .4
		9-20	R to U el/Rd C C w/ SBK SS SP, SEXP, FR						
		w/ few to many SAP Inclus							
		20-60	Yel L - SAP massive, FR						
					—	20"	—	—	

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)	25% Red	Hort Pkgs
Site LTAR	.4	.25

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948):
EVALUATED BY: Maria Dotson
OTHER(S) PRESENT: David Bean

COMMENTS:

ON-SITE WASTEWATER SECTION

PROPERTY ID #: 1479068[illegible]
COUNTY: Franklin

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

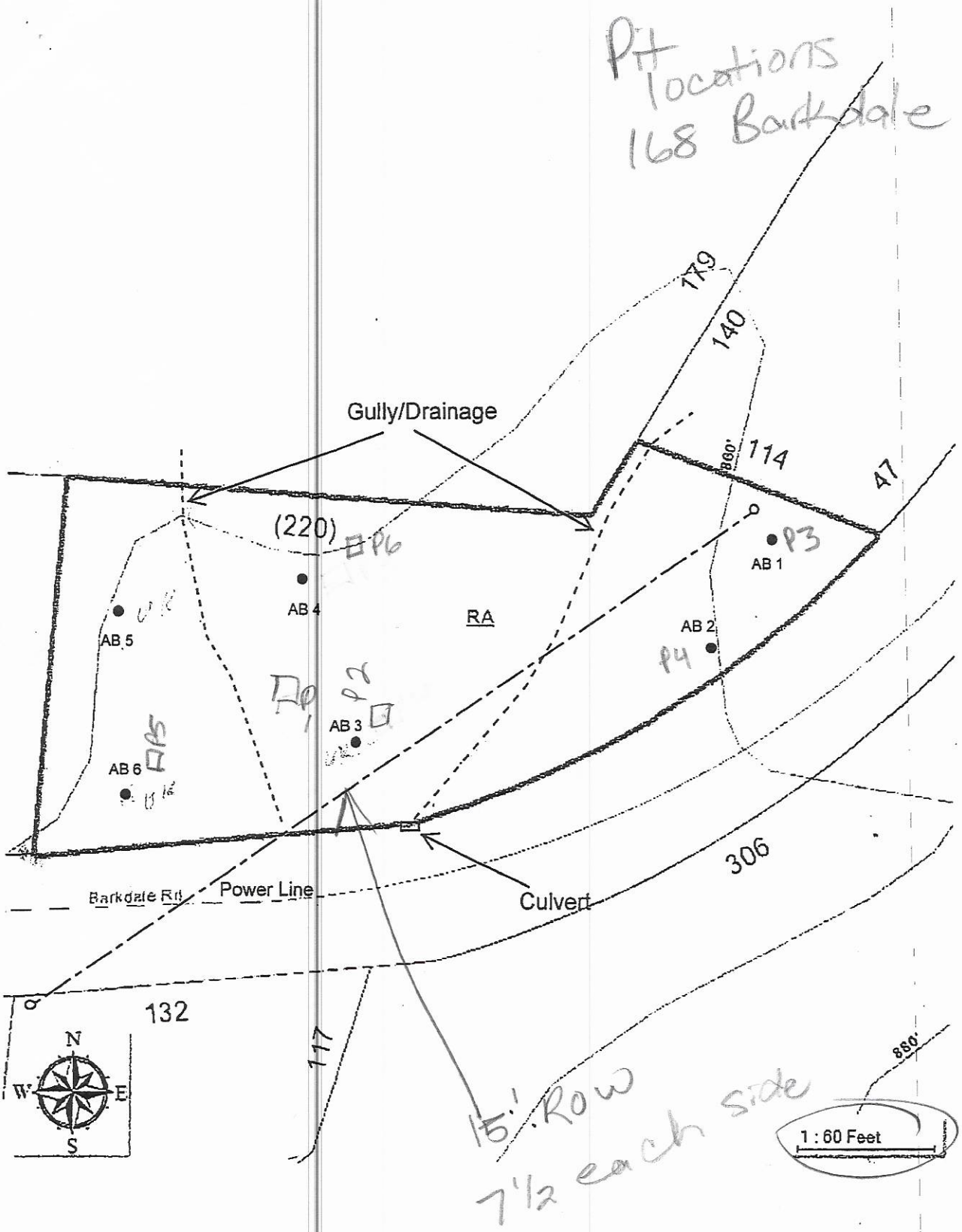
OWNER: Richard Mendrick
ADDRESS: 139 Anchor Ln Troutman, NC 28166 APPLICATION DATE
PROPOSED FACILITY: House PROPOSED DESIGN FLOW (.1949): 360gpd DATE EVALUATED: 7/25/2024
LOCATION OF SITE: 168 Barkdale Troutman, NC PROPERTY SIZE: 1.24Ac
WATER SUPPLY: ☒ Private ☐ Public ☐ Well ☐ Spring ☐ Other PROPERTY RECORDED: Y
EVALUATION METHOD: ☐ Auger Boring ☒ Pit ☐ Cut TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

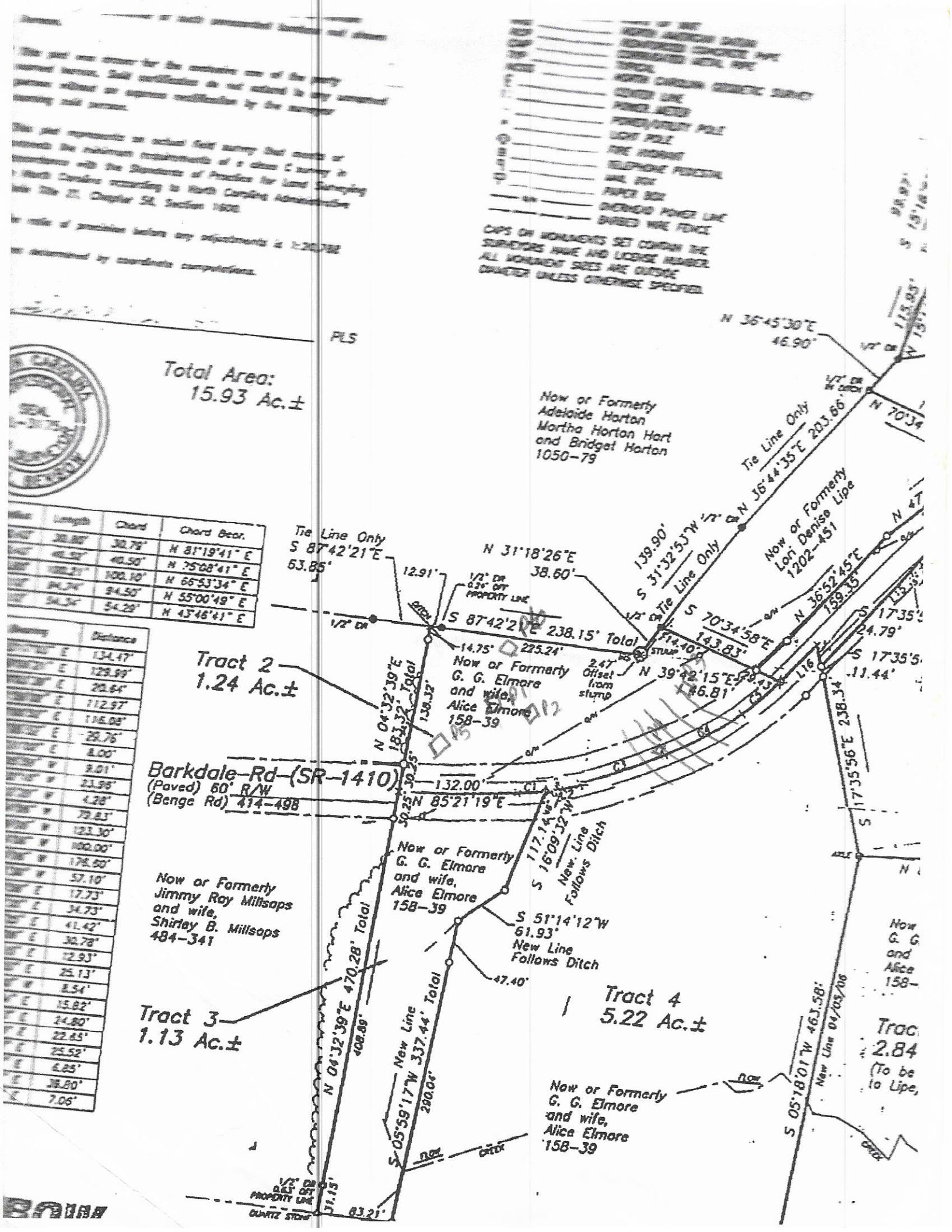
PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
~~1~~ 5	8%	0-15	Rd/Brn CL	SS,SR,SExP,FR					PS
		15-26	R C m-w ABK	S,P,SExP FR					.25
			Yel/Brn Indis						
		26-54	R C w ABK	SS,SR SExP,F-FR		54"	—	—	
~~2~~ 6	7%	0-7	Rd/Brn CL	SS,SR SExP,FR					PS
		7-29	R C m-w SBK	S-SS,SR SExP,FR					.25
		29-52	R C w SBK	SS,SR SExP,FR					
			W Yel/Brn	>40"	YB @40"	52"	—	—	
			Mottles						
3									
4									

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)	25% Red	Lot Pipes
Site LTAR	.3	.25

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948):
EVALUATED BY: Mary Dotson
OTHER(S) PRESENT: Craig Thompson

COMMENTS:


Pit locations 168 Barkdale
179
140
Gully/Drainage
880'
114
47
(220)
P6
P3
AB 1
AB 4
RA
AB 5
AB 2
P4
P5
P1
P2
AB 3
AB 6
306
Barkdale Rd
Power Line
Culvert
132
117
N
W
E
S
15' ROW
7 1/2 each side
880'
1 : 60 Feet



Curve	Length	Chord	Chord Bear.
C1	30.80'	30.78'	N 81°19'41" E
C2	48.50'	48.50'	N 75°08'41" E
C3	100.31'	100.10'	N 66°53'34" E
C4	94.74'	94.50'	N 55°00'49" E
C5	54.36'	54.28'	N 43°46'41" E

Line	Distance
L1	134.47'
L2	129.99'
L3	20.64'
L4	112.97'
L5	116.08'
L6	28.76'
L7	8.00'
L8	9.01'
L9	23.95'
L10	4.28'
L11	79.83'
L12	123.30'
L13	180.00'
L14	176.50'
L15	57.10'
L16	17.73'
L17	34.73'
L18	41.42'
L19	30.78'
L20	12.93'
L21	25.13'
L22	8.54'
L23	15.82'
L24	24.80'
L25	22.65'
L26	25.52'
L27	6.25'
L28	38.80'
L29	7.06'

168 Bark Dale Rd.
T Baltman



MICHAEL ATHANAS & ASSOCIATES
LICENSED SOIL SCIENTIST
561 Ennis Rd.
Weddington, NC 28173

July 24, 2019

Attn: Scott Deal

Reference: Soil Preliminary Investigation, Parcel ID 4740680242 (Parcel 1), & 4740579900 (Parcel 2), Iredell County, NC

Dear Mr. Deal:

In July of 2019, Michael Athanas & Associates, Inc. performed a preliminary soil investigation on the above referenced lots. This was performed at your request in order to obtain the feasibility of these lots for two separate residences. This site was evaluated to determine general areas of provisionally suitable and unsuitable soil and topography for subsurface wastewater disposal systems. Site suitability is based on but not limited to topography, soil characteristics, soil wetness, soil depth, restrictive horizons, and available space. All ratings and determinations were conducted in accordance with **15A NCAC 18A .1900 "Laws and Rules for Sewage Disposal Systems".**

This investigation was accomplished by traversing the property and observing landforms (slope, drainage patterns, gullies, past uses, etc.) as well as soil characteristics (depth, structure, texture, seasonal wetness, etc.) through the use of soil observations/auger borings. During this evaluation 11 soil observations were evaluated for both lots during dry conditions.

The majority of soils on Parcel 1 were mainly provisionally suitable, they consisted of a red clay with subangular structure over a red clay loam subsoil with weak subangular blocky structure with a slightly sticky, slightly plastic consistence. Some soil observations did possesses saprolite, therefore 100 separation between wells and the septic may be needed. Please note there are 2 drainages running through this lot and a powerline, therefore care must be taken when designing this lot to avoid these areas. Parcel 1 should accommodate a 3 or 4 bedroom residence with proper design and house size and placement.

Parcel 2 consisted mainly of unsuitable soil, the main restriction on this lot was depth to seasonal high water table and the drainage running through the property. It does not appear that this lot can accommodate a 3 or 4 bedroom residence.

Most three and four bedroom system types located in provisionally suitable soil will need approximately 12,000 sqft of space **completely** designated for septic area.
Additional considerations are required setbacks from various elements such as 50-100' from wells (depending on soil type), 50' from streams and ponds, 10' property lines and 15' from top of embankments greater than two feet in depth, among others.

In conclusion it appears that Parcel 1 can accommodate a 3 or 4 bedroom residence with proper planning and design. Parcel 2 appears to be **unsuitable** for a 3 or 4 bedroom residence. This evaluation and description of the soil characteristics are directly applicable to the specific boring sites, while necessary soil observations were excavated according to soil landscape relationships, soil conditions may vary from those described between soil observations. Please note that at the time of the evaluation, there was not a complete survey on the ground, therefore certain inferences had to be made in order to complete this evaluation. Only after a full survey is complete and house locations determined can a full determination as to the feasibility of these lots be determined.

I trust this report provides you with the information you needed, if I can be of any further assistance, please feel free to call.

Sincerely,

Michael Athanas
South Carolina Professional Soil Classifier, #77
North Carolina Licensed Soil Scientist # 1252

Gary McNeely,
Soils Consultant-R.S.

X Maria

RECEIVED FEB 2 0 2020 AP-305145 $500.00

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

Iredell County Health Department – Environmental Health Division

PAGE 1: *APPLICATION FORM*

Application For: (X) 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: RICHARD MENDRICK Address: 139 ANCHOR LANE Zip: 28166
Applicant Email: JMANSRMOL@AOL.COM Phone: 704-437-0364 Alt. Phone: 704 528-0137
Owner Name: SAME AS ABOVE Address: Zip:
Owner Email: Phone: Alt. Phone:

Property Information:

Street Address: 166 ~~BARNDALE~~ BARKDALE ROAD TROUTMAN N.C
Subdivision Name: Section/Phase: Lot Number:
Driving Directions:

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

(X) 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: 10
( ) Swimming Pool
( ) Other Addition/Structure:
Non-Residential Site Development: Type of Business:
Square Footage of Building: Max. Number of Employees: Max. Number of Seats/Beds/Other:

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

Water Supply: (X) Replacement Well – Reason:
( ) Multi-connection Well Number of Houses: 1 Number of Persons: 6
(X) 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 (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: Richard Mendrick 2-18-20
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*) Richard Murdock

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

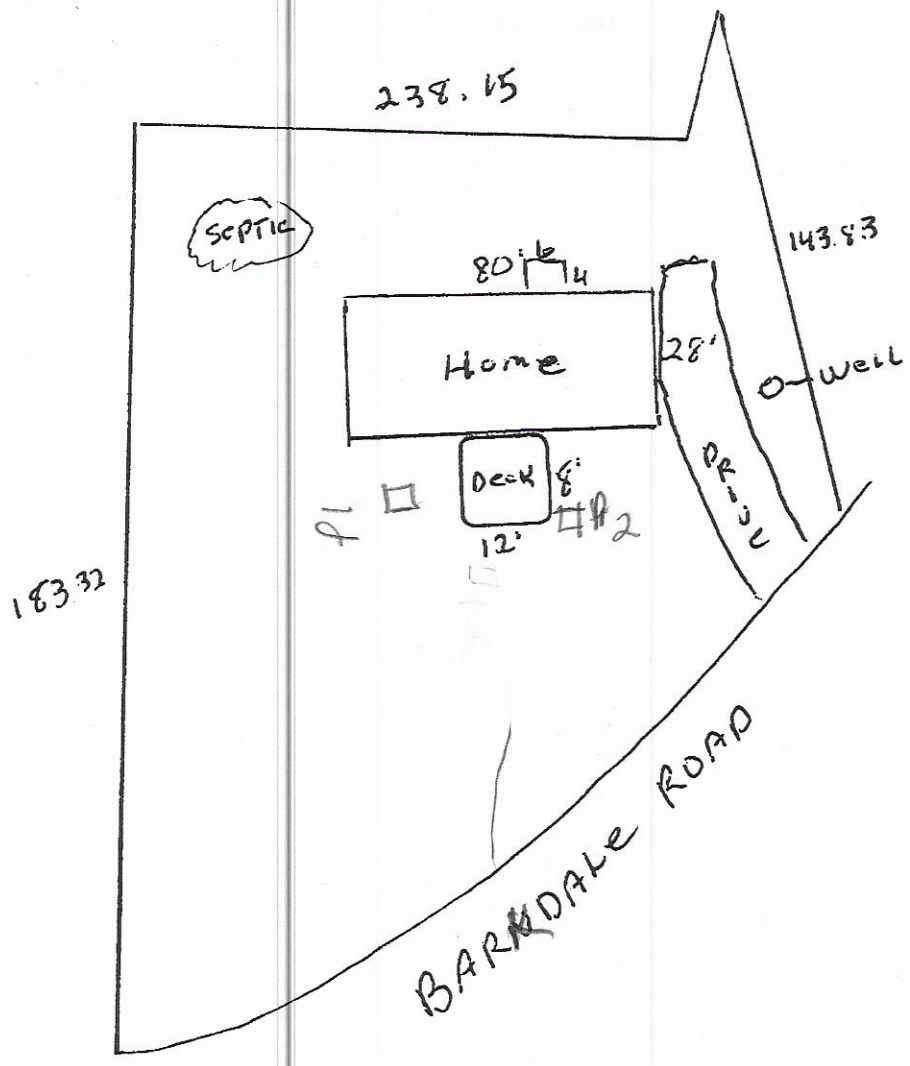
I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and the Iredell County Department of Public Health, Environmental Health Division.

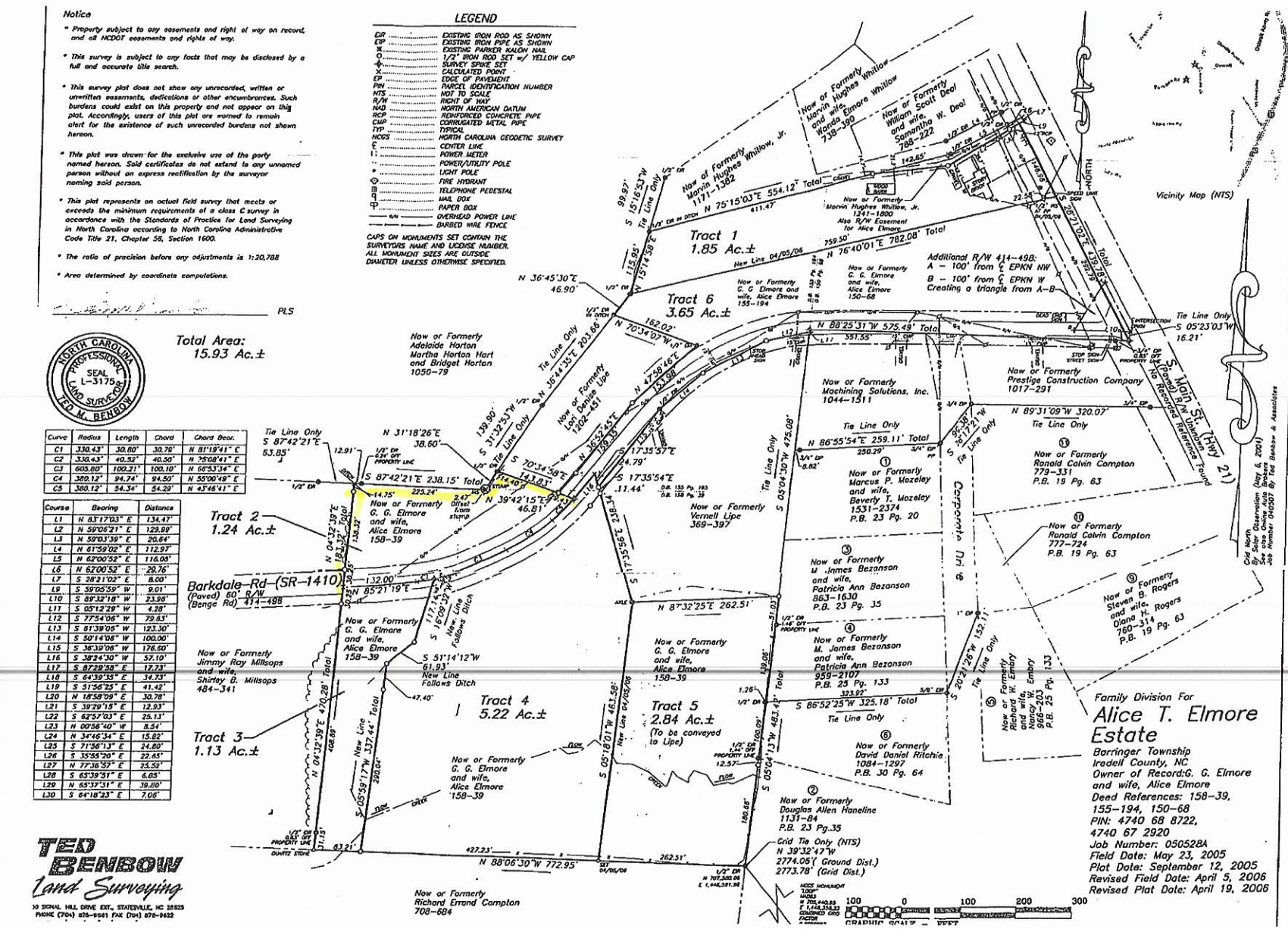
Richard Murdock _____ 4/10/20

Signature of Owner(s) Date

Mooresville - Environmental Health
Fax: 704-662-3239
610 E. Center Avenue, Mooresville, NC 28115

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


238.15
SEPTIC
80'6"
4
143.83
Home
28'
Well
DRIVE
Deck
8'
12'
P1
P2
183.32
BARRDALE ROAD



Curve	Radius	Length	Chord	Chord Bear.
C1	330.43'	30.80'	30.79'	N 81°19'41" E
C2	330.43'	40.52'	40.50'	N 75°08'41" E
C3	605.80'	100.21'	100.10'	N 66°53'34" E
C4	380.12'	94.74'	94.50'	N 55°00'49" E
C5	380.12'	54.34'	54.29'	N 43°46'41" E

Course	Bearing	Distance
L1	N 83°17'03" E	134.47'
L2	N 59°06'21" E	123.99'
L3	N 59°03'39" E	20.64'
L4	N 61°59'02" E	112.97'
L5	N 62°00'52" E	116.08'
L6	N 62°00'52" E	29.76'
L7	S 28°21'02" E	8.00'
L9	S 59°05'59" W	9.01'
L10	S 89°32'18" W	23.98'
L11	S 05°12'29" W	4.28'
L12	S 77°54'06" W	79.83'
L13	S 81°39'06" W	123.30'
L14	S 50°14'06" W	100.00'
L15	S 38°39'06" W	176.60'
L16	S 38°24'30" W	57.10'
L17	S 87°29'38" E	17.73'
L18	S 64°39'35" E	34.73'
L19	S 31°56'25" E	41.42'
L20	N 18°58'09" E	30.78'
L21	S 39°29'15" E	12.83'
L22	S 82°57'03" E	25.13'
L23	N 00°56'40" W	8.54'
L24	N 34°46'34" E	15.82'
L25	S 71°56'13" E	24.80'
L26	S 35°55'20" E	22.65'
L27	N 77°36'57" E	25.52'
L28	S 65°39'51" E	6.85'
L29	N 65°39'51" E	39.80'
L30	S 64°18'23" E	7.06'

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.

Type: CONSOLIDATED REAL PROPERTY
Recorded: 5/5/2020 2:25:14 PM
Fee Amt: $26.00 Page 1 of 6
Iredell County, NC
Ronald N. Wyatt Register of Deeds

BK 2695 PG 2377 - 2382

North Carolina

Iredell County

Site: 168 Barkdale Rd
Land Unit:
Work Order #: 36586359

North Carolina
Distribution Encroachment Agreement
for Nitrification Field Encroachments

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

- Grantee is the owner of a 1.24 -acre lot of land situated in Barringer Township, Iredell County, North Carolina, and being the land described in a deed from Samantha W. Deal, et al to Richard Mendrick and Judy Mendrick, dated February 18, 2020, and recorded in Deed Book 2677, Page 1901, Iredell County Registry (the "Property");

- Duke Energy has previously acquired a thirty foot (30) 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, 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 as shown on a map, dated April 17, 2020, and entitled "Exhibit A," 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 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.

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.

in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Iredell County Register of Deeds.

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 three foot (3) 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 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 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 (SEAL)
a North Carolina limited liability company

By: Ottis W Allen (SEAL)
OTTIS W. ALLEN, Manager LS Regional

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

The foregoing document was acknowledged before me this 5th day of May, 2020, by Ottis W. Allen, as Manager LS Regional of **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company, who is personally known to me or who has produced Drivers Lic as identification.

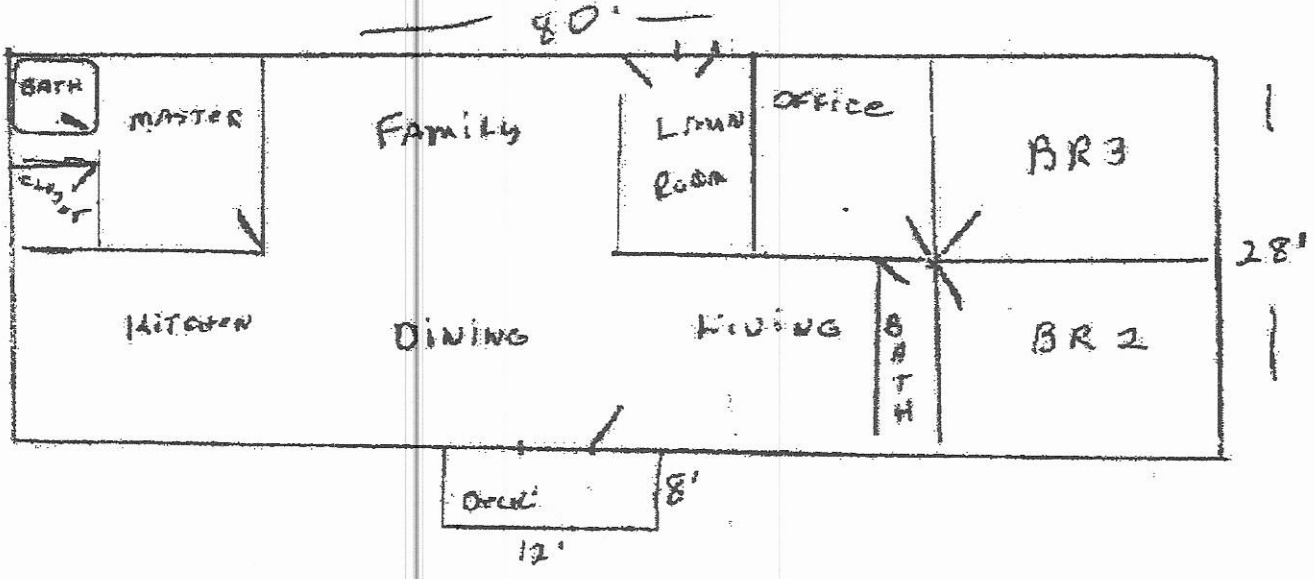
Notary Public: [signature] My Commission Expires: 11/07/2023

Printed Name: Christopher Lee Branch

[Affix Notary Seal Here]

CHRISTOPHER LEE BRANCH
NOTARY PUBLIC
My Commission Expires
November 7, 2023
CABARRUS COUNTY, NC

336-359-2728 p.2



Acknowledgement of
Plans Submittal ONLY

Maria Tolan Date 5/8/2020

Richard Mandrik Date 5/8/2020