# ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # **AP** 330205

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

**PIN #** 4762 -- 03 -- 9288

APPLICANT/OWNER: Scott Lindly APPLICANT ADDRESS: 193 Beris Ln, Statesville

SITE ADDRESS: 193 Beris Ln, Statesville 28625 PHONE: 602-695-5352 ALT. PHONE 704-508-9009

SITE DIRECTIONS: 70 - Shiloh - Clements - Beris SAP CONTROLLED: ☐ YES ☒ NO

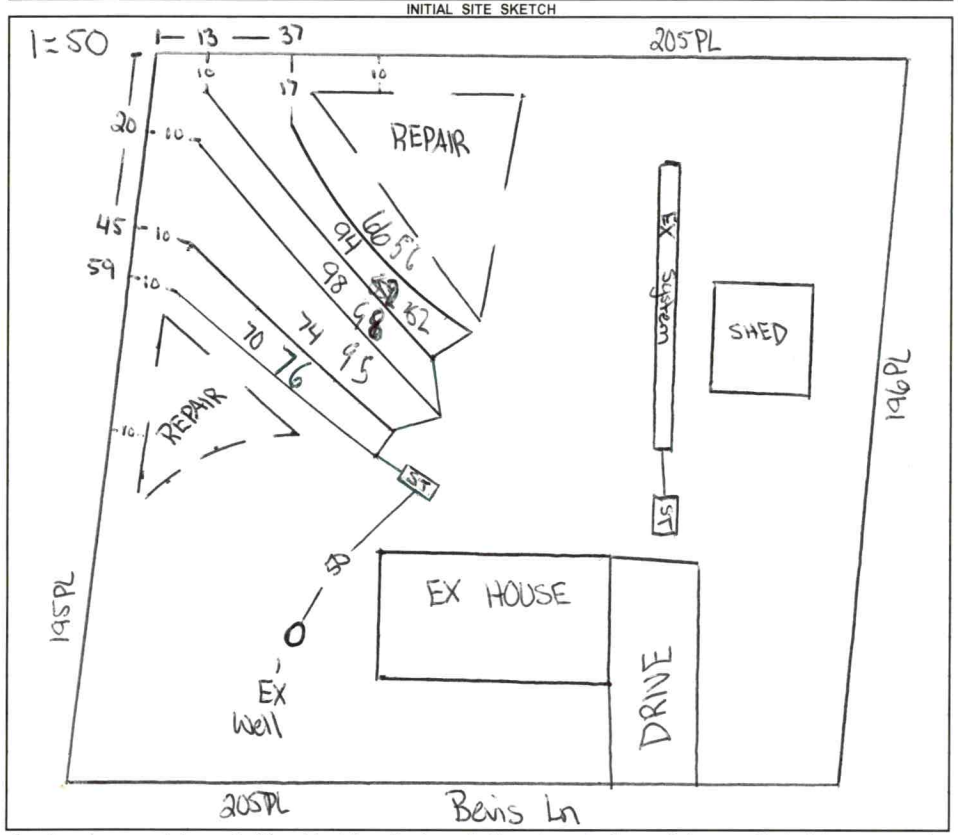
SUBDIVISION: Loyd Acres SECTION: - LOT # 3+PT2+4 LOT AREA: 0.921 acres DESIGN FLOW: 480 gpd L.T.A.R.: 0.3

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Septic Tank | 1000 | (gal) | STB 760 | Date | 11/12/22 | ☒ New System | ☐ Repair | ☐ Expansion | System Type: I II (III) IV V VI | ☒ Residence | No. Bedrooms 4 |
| Pump Tank | | (gal) | PT | Date | | System Description: | 25% reduction | | | ☐ Business | No. Persons 8 |
| Pump Make | | Model | | Serial # | | Repair System Description: | LP - PPBPS | | | ☐ Other | No. Employees |
| # Nitrification Fields | 1 | # Lines | 5 | Linear Ft | 400' | Maintenance Agreement Required: | ☐ YES | ☒ NO | | ☐ Slab | ☐ Crawl Space |
| Trench Width | 36 in | Trench Bottom Depth (Low) | | | 31 in | Gravel Depth | - | ☒ GRAVITY | ☐ PRESSURE | ☒ Basement w/ plumbing | ☐ Basement w/o plumbing |

**Water Supply**: ☒ Private ☐ Public ☐ Community

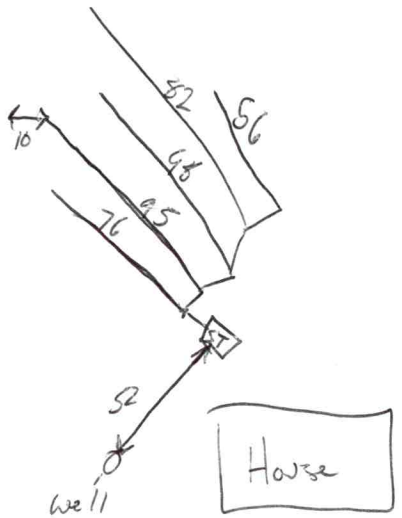
Comments / Conditions: Install lines on contour with the land. Do not grade, park, or drive on septic area. Utilize serial distribution.

INITIAL SITE SKETCH




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.




*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: 9-2-22 Installed by: Lentz Wastewater

IMPROVEMENT PERMIT by: Date: 8/12/22 OPERATION PERMIT by: Date: 12/21/22

AUTHORIZATION TO CONSTRUCT by: Date: 9/2/22 Existing System Inspected by: Date:

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

| Item | Date | Initials |
|---|---|---|
| Drain Lines Checked | | |
| Tanks Checked | | |
| Pressure Manifold or Valve Box Checked | | |
| Pressure Head Set | | |
| Electrical Checked | | |
| Floats Set | | |
| Alarm Checked | | |
| Maintenance Contract Needed? Y / N | | |
| Comments: | | |
| | | |
| | | |

| Repairs Only | |
|---|---|
| | **State Code** |
| Failing System Code | |
| Type of Distribution | G or P |
| Type of Failure/Malfunction | |
| Primary Cause of Failure/Malfunction | |
| | |
| Age of System? _____ | |
| Initial or Repair? _____ | |

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

Sheet 1 of 1
PROPERTY ID #: 4762039288
COUNTY: Iredell

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

OWNER: Scott Lindly
ADDRESS: 193 Bevis Ln
PROPOSED FACILITY: 4 bdr home
PROPOSED DESIGN FLOW (.1949): 480 gpd
LOCATION OF SITE: 193 Bevis Ln, Statesville
APPLICATION DATE 6/1/22
DATE EVALUATED: 8/10/22
PROPERTY SIZE: 0.921
PROPERTY RECORDED: yes

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) .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 | Linear 9% | 0 - 7 | SCL SBK | SS SP FR SE | – | 49 | – | – | .35 PS |
| | | 7 - 16 | C SBK | SS SP FR SE | | | | | |
| | | 16 - 49 | CL SBK | SS SP FR SE | | | | | |
| 2 | Linear 3% | 0 - 10 | SCL SBK | SS SP FR SE | – | 48 | – | – | .35 PS |
| | | 10 - 23 | C SBK | SS SP FR SE | | | | | |
| | | 23 - 48 | CL SBK | SS SP FR SE | | | | | |
| 3 | Linear 8% | 0 - 6 | SCL SBK | SS SP FR SE | – | 48 | – | – | .3 PS |
| | | 6 - 18 | C SBK | SS SP FR SE | | | | | |
| | | 18 - 48 | CL SBK | SS SP FR SE | | | | | |
| 4 | Linear 9% | 0 - 7 | SCL SBK | SS SP FR SE | – | 48 | – | – | .35 PS |
| | | 7 - 19 | C SBK | SS SP FR SE | | | | | |
| | | 19 - 48 | CL SBK | SS SP FR SE | | | | | |

| DESCRIPTION | INITIAL SYSTEM | REPAIR SYSTEM |
|---|---|---|
| Available Space (.1945) | PS | PS |
| System Type(s) | 25% | 50% |
| Site LTAR | .3 | .3 |

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: Cory Whicker
OTHER(S) PRESENT:

COMMENTS:

# LEGEND

***use the following standard abbreviations***

| LANDSCAPE POSITION | GROUP | SOIL TEXTURE | CONVENTIONAL .1955 LTAR* | LPP .1957 LTAR* | MINERALOGY/ CONSISTENCE | STRUCTURE |
|---|---|---|---|---|---|---|
| CC (Concave Slope)<br>CV (Convex Slope)<br>D (Drainage Way) | I | S (Sand)<br>LS (Loamy Sand) | 1.2 - 0.8 | 0.6 - 0.4 | SEXP (Slightly Expansive)<br>EXP (Expansive) | G (Single Grain)<br>M (Massive)<br>CR (Crumb) |
| DS (Debris Slump)<br>FP (Flood Plain)<br>FS (Foot Slope) | II | SL (Sandy Loam)<br>L (Loam) | 0.8 - 0.6 | 0.4 - 0.3 | | GR (Granular)<br>SBK (Subangular Blocky)<br>ABK (Angular Blocky) |
| H (Head Slope)<br>L (Linear Slope)<br>N (Nose Slope)<br>R (Ridge)<br>S (Shoulder Slope)<br>T (Terrace) | III | Si (Silt)<br>SiCL (Silty Clay Loam)<br>CL (Clay Loam)<br>SCL (Sandy Clay Loam)<br>SiL (Silt Loam) | 0.6 - 0.3 | 0.3 - 0.15 | | PL (Platy)<br>PR (Prismatic) |
| | IV | SC (Sandy Clay)<br>SiC (Silty Clay)<br>C (Clay) | 0.4 - 0.1 | 0.2 - 0.05 | **MOIST**<br>VFR (Very Friable)<br>FR (Friable)<br>FI (Firm)<br>VFI (Very Firm v. Very Sticky) | **WET**<br>NS (Non-sticky)<br>SS (Slightly Sticky)<br>S (Sticky)<br>VS (Very Sticky) |
| | | O (Organic) | None | None | EFI (Extremely Firm) | NP (Non-plastic)<br>SP (Slightly Plastic)<br>P (Plastic)<br>VP (Very Plastic) |

*Adjust LTAR due to depth, consistence, structure, soil wetness, landscape, position, wastewater flow and quality.

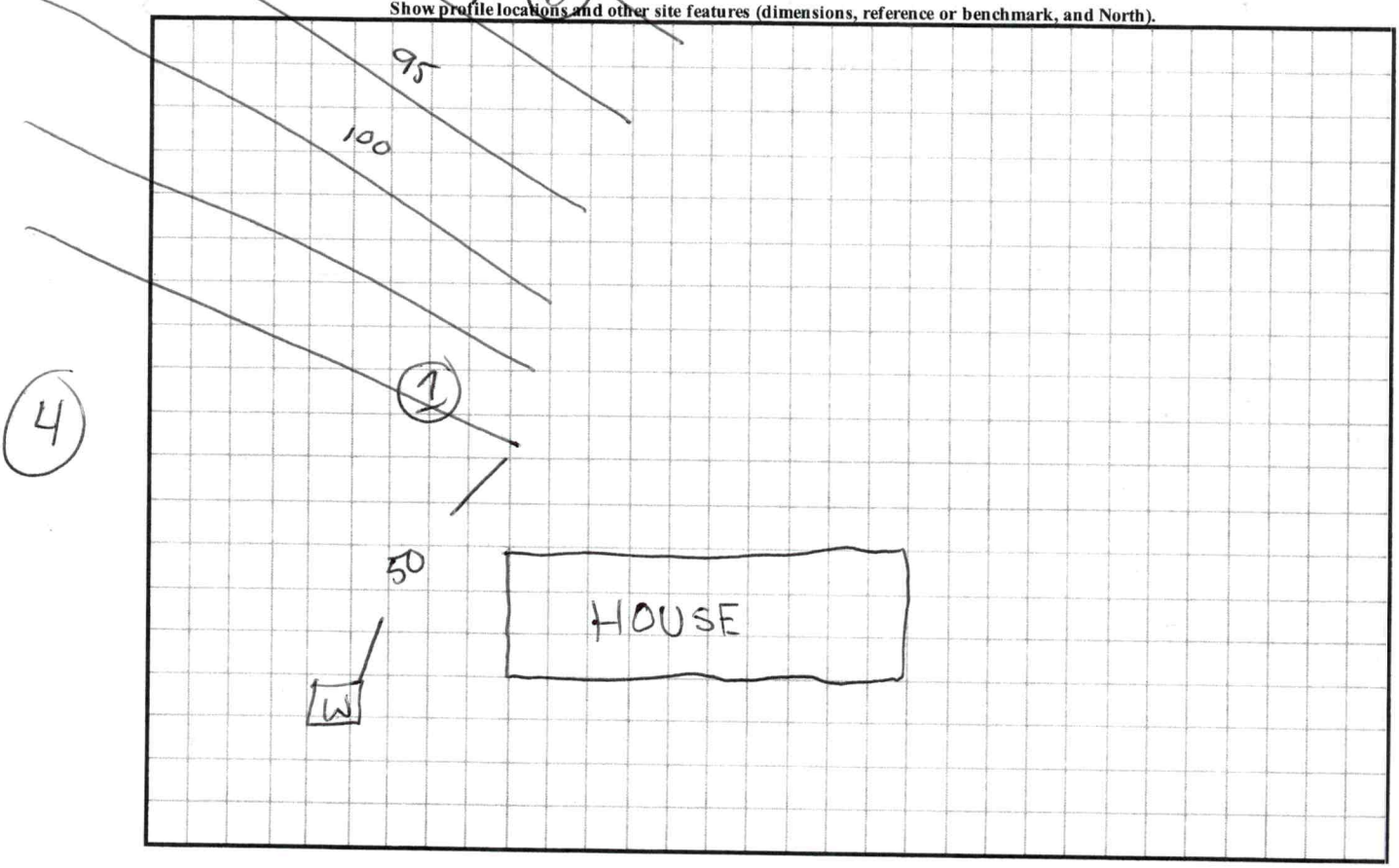
***NOTES***

| | |
|---|---|
| *HORIZON DEPTH* | In inches below natural soil surface |
| *DEPTH OF FILL* | In inches from land surface |
| *RESTRICTIVE HORIZON* | Thickness and depth from land surface |
| *SAPROLITE* | S(suitable) or U(unsuitable) |
| *SOIL WETNESS* | Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation |
| *CLASSIFICATION* | S (Suitable), PS (Provisionally Suitable), or U (Unsuitable) |

Evaluation of saprolite shall be by pits.

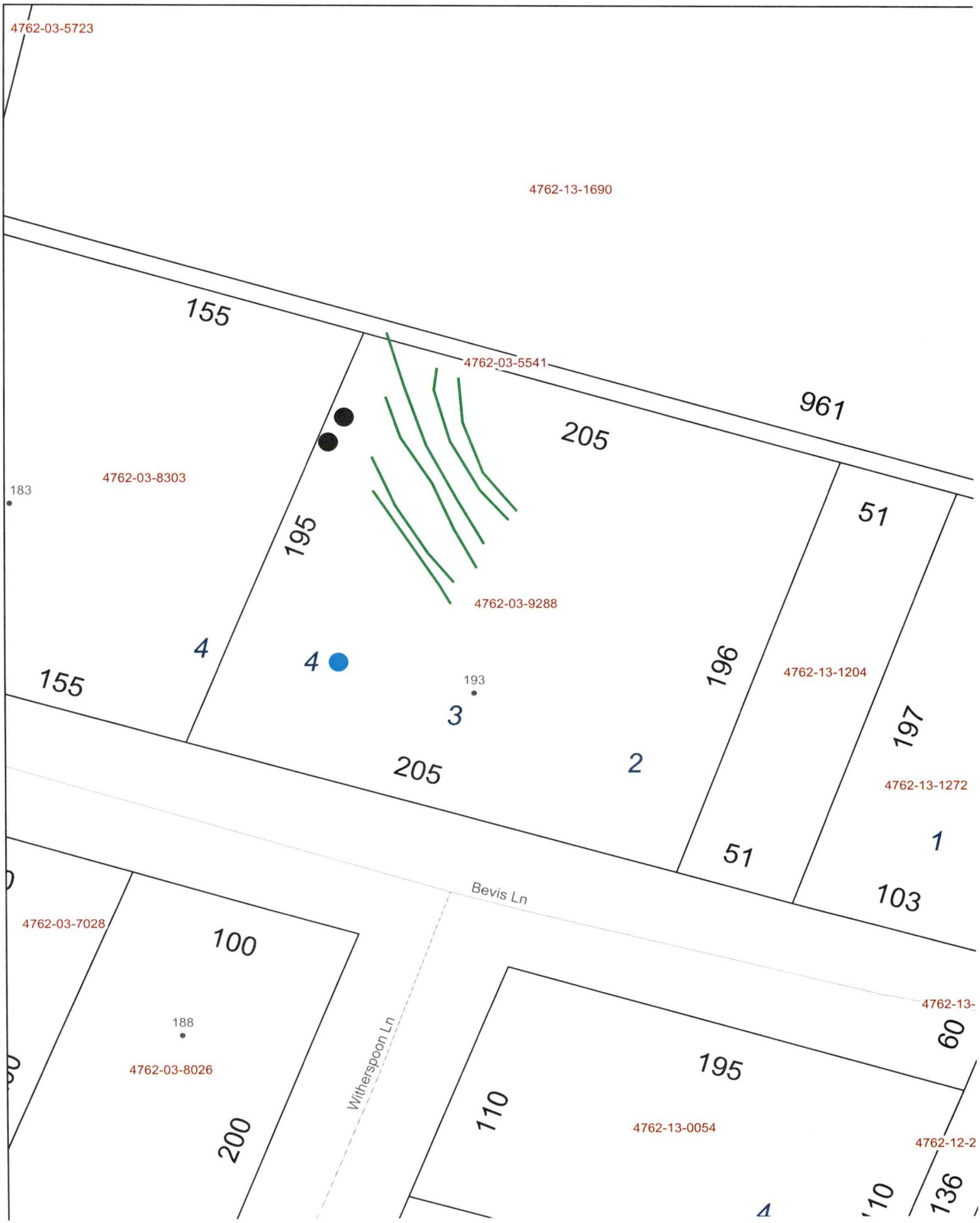
Long-term Acceptance Rate (LTAR): gal/day/ft$^2$

**Show profile locations and other site features (dimensions, reference or benchmark, and North).**






The maps prepared for this website are generated from recorded deeds, plats, and other public records. Users of these maps are hereby notified that the information provided herein should be verified. Iredell County assumes no legal responsibilities for any of the information contained on this site. Users are advised that the use of any of this information is at their own risk. All maps on this site were prepared using a 1000â€™ Grid based upon the North Carolina State Plane Coordinate System from the 1983 North American Datum. The delinquent real property tax overlay is updated monthly. The information presented is not intended to be used or relied upon as official notice of tax liens. For additional information regarding delinquent taxes, contact the Iredell County Tax Collector's Office.


4762-03-5723
4762-13-1690
155
4762-03-5541
961
205
4762-03-8303
183
195
51
4762-03-9288
4
4
155
193
196
4762-13-1204
3
2
197
205
4762-13-1272
1
51
103
Bevis Ln
4762-03-7028
100
188
4762-03-8026
Witherspoon Ln
200
195
110
4762-13-0054
4762-12-2
136

RECEIVED JUL C 1 2022

**APPLICATION MUST BE FILLED OUT COMPLETELY & BE LEGIBLE OR IT WILL NOT BE PROCESSED** Relocation/Expansion

# Iredell County Health Department – Environmental Health Division

PAGE 1: *APPLICATION FORM* AP-330205 $500.00

**Application For:** ( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment
( ) 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: Scott Lindly Address: 193 Bevis Lane Statesville, NC Zip: 28677
Applicant Email: Slindly@gmail.com Phone: 602 695 5352 Alt. Phone: 704 508 9009
Owner Name: Scott Lindly Address: _____ Zip: _____
Owner Email: _____ Phone: _____ Alt. Phone: _____

**Property Information:**

Street Address: 193 Bevis Lane Statesville, NC 28677
Subdivision Name: N/A Section/Phase: _____ Lot Number: _____
Driving Directions: _____

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

**CHECK FOUNDATION TYPE**

( ) New Single Family Residence — Maximum Number of Bedrooms: 4 — ( ) Crawl Space Foundation
( ) New Multi-Family Residence — Maximum Number of Occupants: 6 — ( ) Concrete Slab Foundation
( ) Accessory Building — ( ) Swimming Pool — (✓) Basement with Plumbing
(2) Bedroom(s) Addition — ( ) Other Addition/Structure: _____ — ( ) Basement without Plumbing
( ) Repair to failing septic system ___ Tank ___ Drain lines Describe Problem: _____
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 (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?

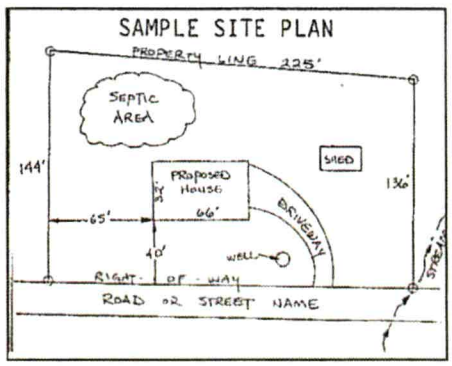
*I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible 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:** _____ 6-16-22
Property owner or owner's legal representative signature (SIGNATURE REQUIRED) DATE

# 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

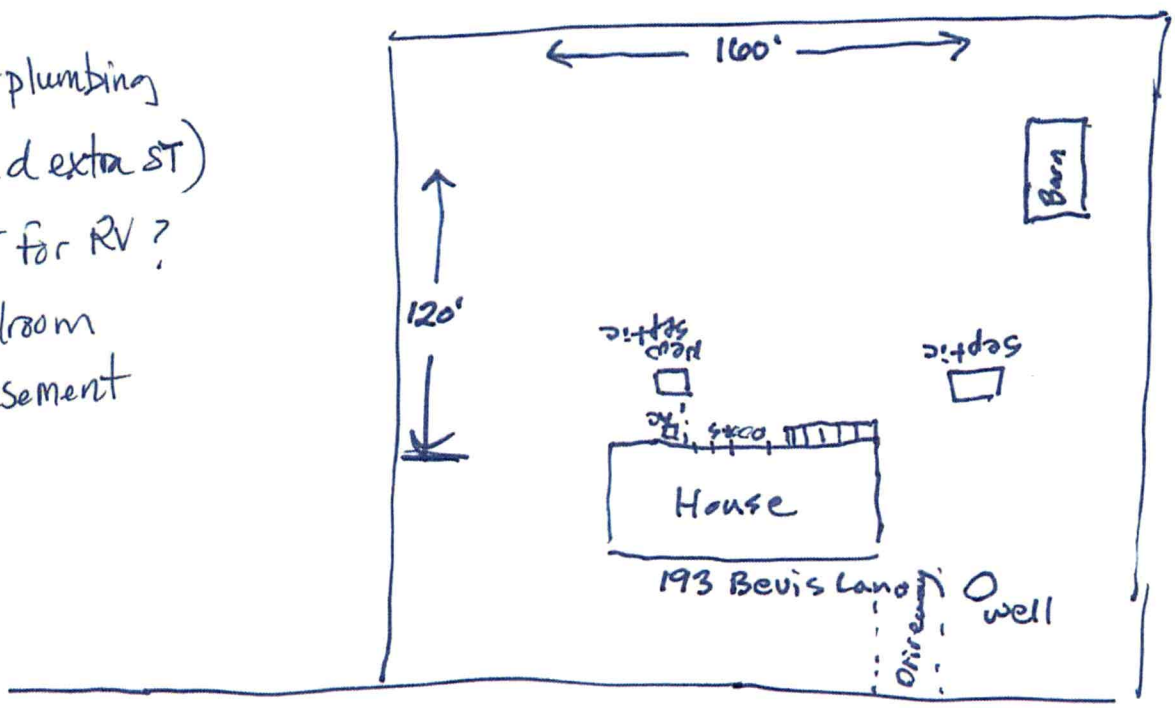
**Circle N/A on the following if appropriate:**

| | |
|---|---|
| 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***

Relocate (add extra ST) for plumbing
Keep existing ST for RV ?
1 existing, bedroom
Add 1 to basement




Bevis Lane

**Signature:** _____ 6-30-22

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

Acknowledgement Of Plans Submittal ONLY!

Date 8/12/22

Date 7-12-22

Basement

Acknowledgement Of
Plans Submittal ONLY!

Date 8/12/22

Date 9-2-22

## IREDELL COUNTY HEALTH DEPARTMENT

### (SEPTIC TANK) IMPROVEMENTS PERMIT AND CERTIFICATE OF COMPLETION

(Ground Absorption Sewage Disposal System -- G. S. Chapter 130-Article 13C)

OWNER OR CONTRACTOR Robert Matherly DATE 07-07-83 PERMIT NO. _____

PHONE: Business _____ Home _____

LOCATION US 70 E, T.R. on Shiloh Church Rd, T.L. on Clements Rd, then Right on Bevis Dr, last house on Left

SUBDIVISION NAME _____ LOT NO. _____ SECTION OR BLOCK NO. _____ S. R. No. _____

House (✓) Mobile Home ( ) Business ( ) Other Repair

No. Bedrooms 2 No. Bathrooms 2

| | | |
|---|---|---|
| Garbage Disposal Unit | Yes ( ) | No (✓) |
| Auto. Dishwasher | Yes (✓) | No ( ) |
| Auto. Wash. Machine | Yes (✓) | No ( ) |
| Site Suitable | Yes (✓) | No ( ) |

Lot Area Ample

Character & Porosity of Soil Coarse Clay Loam

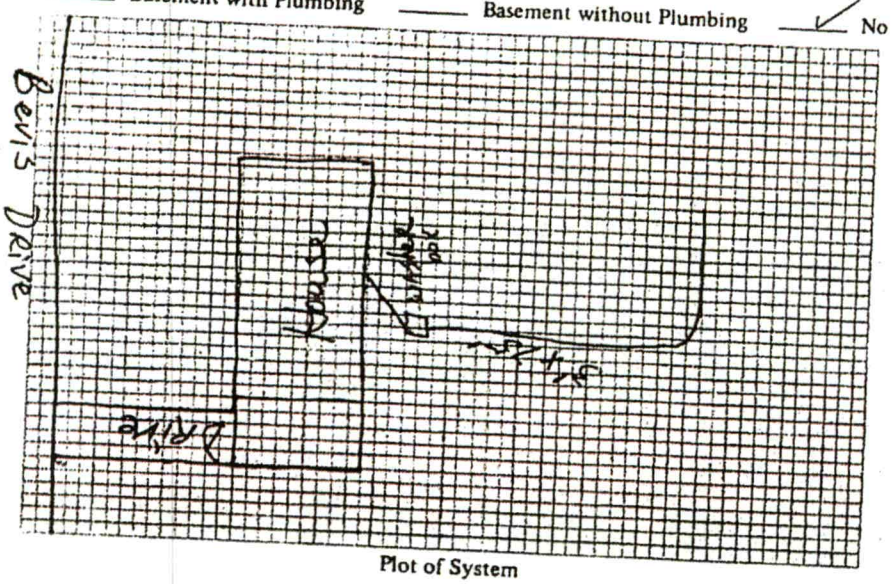
Percolation Rate 0.5 gal ft²/day

Topography 2-6% Slope

Depth to Water Table 10'+

Rock or other impervious formations none

_____ Basement with Plumbing _____ Basement without Plumbing ✓ No Basement




Plot of System

Size of Tank Washer box 75 Gals.

Nitrification Field:

No. of Lines 1

Sq. Ft. 225 Linear Ft. 75

Depth of Stone in Lines 12"

Water Supply: Individual (✓)

Public ( )

Installed by Harry Rupp

I understand and agree to install septic tank system as specified on this Improvements Permit.

Signed: _____

IMPROVEMENTS PERMIT BY J.C. Moore

COMMENTS: Washer box and drain line installed for washer drain

CERTIFICATE OF COMPLETION BY Jerry L Pierce

EXISTING SYSTEM CHECKED BY: _____ DATE 07-07-83

CONSTRUCTION MUST COMPLY WITH ALL OTHER APPLICABLE STATE AND LOCAL REGULATIONS. DATE _____

Permit is VOID if any unauthorized changes are made in installation of system and/or if any false information is supplied in making Improvements Permit.

Health Dept. Copy: White Inspection Dept. Copy: Yellow Sanitarian's Copy: Pink Owner's Copy: Gold

# 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*) _____

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, Scott Lindly, am the legal owner(s) of the property located at 193 Bevis Lane Statesville, NC 28677, 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.

_____ 6-16-22
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

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 2 day of September, 2022, by and between EnergyUnited Electric Membership Corporation, a North Carolina Corporation ("EnergyUnited"), and Scott R. Lindly ("Grantee").

WITNESSETH:

WHEREAS, Grantee is the owner of 1 parcel of land situated in Iredell County, North Carolina, and being the land described in a deed from Iredell County dated 5-7-2014, and recorded in Deed Book 2275, Page 1181 of the Iredell County Registry and being more particular descried as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, EnergyUnited has previously acquired a 30' foot wide powerline easement area over the Property on which easement area 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").

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, its 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 09/02/2022 and entitled, 193 Bevis Lane Exhibit A" attached hereto as Exhibit A and incorporated herein by reference (the "Maps"). 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 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 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.

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

EnergyUnited Electric
Membership Corporation
A North Carolina Corporation

BY: Eileen A. Pierce
Name: Eileen A. Pierce
Title: Region Line Manager

STATE OF NORTH CAROLINA )
)
COUNTY OF Iredell )

I, Janice S. Harper, a Notary Public of Iredell County and State aforesaid, certify that Eileen A. Pierce personally appeared before me this day and acknowledged that she is Region Line Manager of EnergyUnited Membership Corporation, a North Carolina Corporation, and that she, as Region Line Manager, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 2ND day of ~~September~~ 2022.

JANICE S. HARPER NOTARY PUBLIC IREDELL COUNTY, NC

Janice S. Harper
Notary Public

My commission expires: September 14, 2022

BY: _____

Name: Scott R Lindly

STATE OF NORTH CAROLINA )
)
COUNTY OF Iredell )

I, Janice S. Harper, a Notary Public of Iredell County and State aforesaid, certify that Scott R. Lindly personally appeared before me this day.

Witness my hand and official stamp or seal, this 2nd day of September 2022.

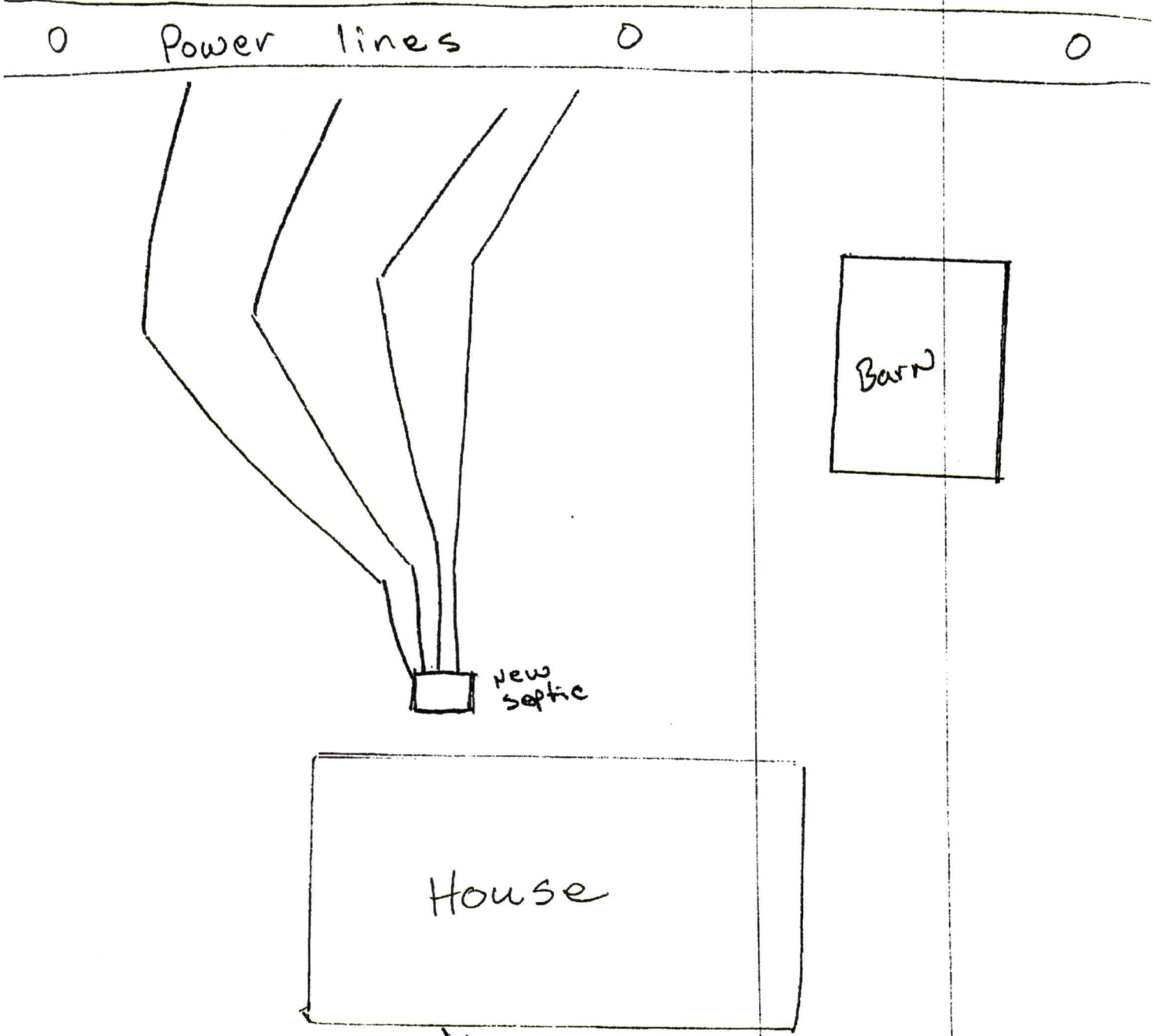
Janice S. Harper
Notary Public

(SEAL)
JANICE S. HARPER
NOTARY
PUBLIC
IREDELL COUNTY, NC

My commission expires: September 14, 2023

Exhibit
Scott Lindly

**Exhibit A**




Scott R, Lindly
193 Bevis lane Statesville, NC 28677