MW

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 | Mooresville Office (704) 660-3625 | PERMIT # 2023-21388

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

PIN # 4770 -- 03 -- 0544

APPLICANT/OWNER: Philip Ostwalt | APPLICANT ADDRESS: 176 Franklin Woods Ln, Troutman

SITE ADDRESS: 1163 Shinnville Rd, Cleveland 27013 | PHONE: | ALT. PHONE

SITE DIRECTIONS: 21 S - Ostwalt Amity - Shinnville | SAP CONTROLLED: ☐ YES ☐ NO

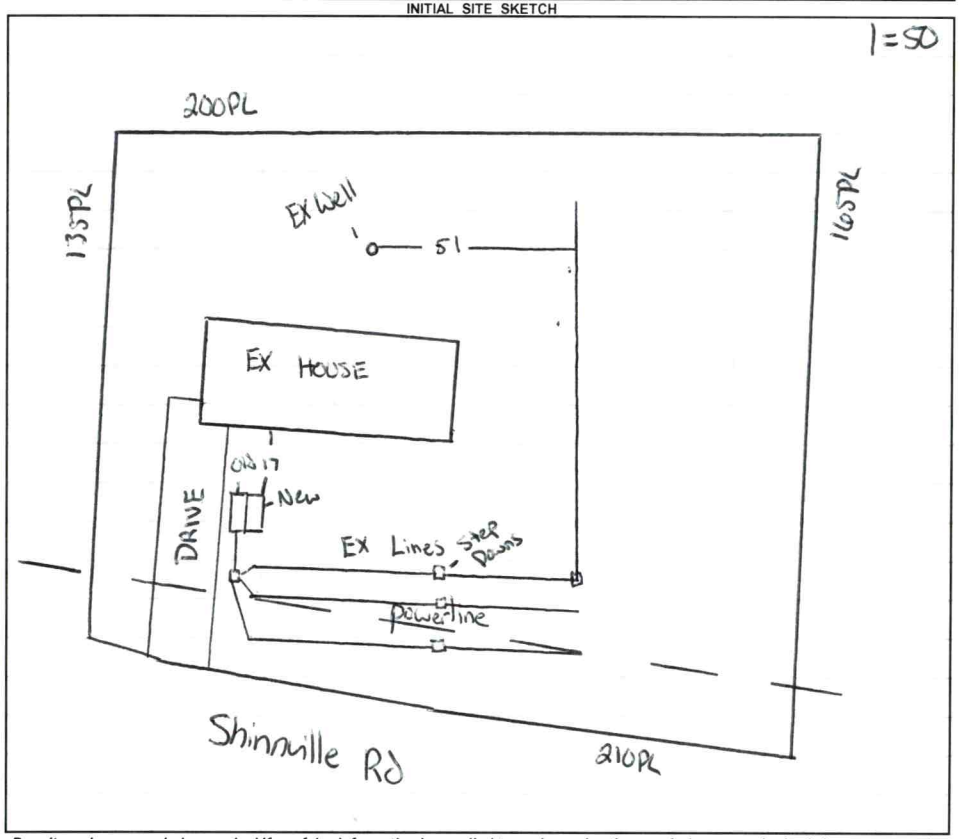
SUBDIVISION: - | SECTION: - | LOT # - | LOT AREA: 0.556 acres | DESIGN FLOW: 360 gpd | L.T.A.R.: EX

Septic Tank	1000 (gal)	STB	7460	Date	2/28/23	☐ New System ☒ Repair ☐ Expansion	System Type: I (II) III IV V VI	☒ Residence	No. Bedrooms 3
Pump Tank	(gal)	PT		Date		System Description:	Tank Replacement	☐ Business	No. Persons 6
Pump Make		Model		Serial #		Repair System Description:	-	☐ Other	No. Employees
# Nitrification Fields	EX	# Lines	EX	Linear Ft	EX	Maintenance Agreement Required:	☐ YES ☒ NO	☐ Slab	☒ Crawl Space
Trench Width	EX	Trench Bottom Depth(Low side)	EX	Gravel Depth	EX	☒ GRAVITY	☐ PRESSURE	☐ Basement w/plumbing	☐ Basement w/o plumbing

Water Supply: ☒ Private ☐ Public ☐ Community

Comments / Conditions: Pump, crush, & fill old tank. Replace distribution if necessary.

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: Online Signature | Date: | Installed by: Jake Williams

IMPROVEMENT PERMIT by: Cary Whitt | Date: 4/14/23 | OPERATION PERMIT by: D. McBey | Date: 4/24/23

AUTHORIZATION TO CONSTRUCT by: Cary Whitt | Date: 4/14/23 | Existing System Inspected by: | Date:

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

RETURN TO:
EnergyUnited Electric Membership Corporation
P.O. Box 1831
Statesville, North Carolina 28687-1831

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

RIGHT OF WAY ENCROACHMENT AGREEMENT

THIS RIGHT OF WAY ENCROACHMENT AGREEMENT is made and entered into this _13_ day of __April_____, 2023__ by and between EnergyUnited Electric Membership Corporation, hereafter called "EnergyUnited" and _Philip & Misty Oswalt_____, hereafter called "Property Owner".

WITNESS:

WHEREAS, EnergyUnited holds a right of way recorded in Book 2958_, Page 318_____, in the Office of the Register of Deeds in Iredell_____ County, North Carolina, hereafter called the "Right of Way" upon which right of way EnergyUnited is entitled to construct, maintain and operate poles and a line for transmitting electricity; the right to enter upon the Lots for purposes of inspecting said line and poles and making necessary repairs and alterations and the right to cut away and keep clear of said line all trees and other obstructions; and

WHEREAS, Property Owner owns a tract or a parcel of land hereafter called the "Property", described in deed recorded in Book 2958__, Page 318___, Iredell___ County Registry, being identified for tax purposes as Parcel I.D. No. 4770030544__ in the Iredell_____ County Tax Office; and

WHEREAS, the Property is subject to the Right of Way held by EnergyUnited; and

WHEREAS, *there is a structure, hereafter called the "Encroachment", on the Property owned by the Property Owner, which encroaches upon the Right of Way held by EnergyUnited* OR *the Property Owner is proposing a structure or other new use of the Property that will encroach on the*

Right of Way, hereafter called the "Encroachment" as shown on the survey map attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Property Owner desires that the Encroachment be allowed to remain upon the Right of Way and EnergyUnited has agreed, upon the terms and stipulations set forth herein.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which EnergyUnited hereby acknowledges, EnergyUnited hereby agrees as follows:

1. EnergyUnited consents to the Encroachment as shown on Exhibit A. and EnergyUnited shall not require removal of the Encroachment shown on Exhibit A from its Right of Way, provided that the Property Owner meets and upholds the requirements set forth herein.

2. Property Owner and Property Owner's heirs, successors and assigns will ensure Encroachment shall not in any way interfere or obstruct EnergyUnited's existing electric line and pole or other current use of the Right of Way.

3. Property Owner, and Property Owner's heirs, successors and assigns shall not prevent EnergyUnited from accessing its electric line, pole, or other existing or future improvements for purposes of maintenance, repair, replacement, or installation within the Right of Way.

4. Property Owner and Property Owner's heirs, successors and assigns shall reimburse EnergyUnited and its successors and assigns for the cost incurred for any repairs or maintenance to its utility poles, lines and other utility related equipment that becomes necessary due to the installation and existence of the Encroachment and that if at any time EnergyUnited requires the removal or changes in the location of the Encroachment, which removal or changes are due to requirements related to the operation of utility service by EnergyUnited its successors and assigns, then the Property Owner shall remove or alter the said facilities on the Encroachment in order to conform to said requirements.

5. Property Owner and Property Owner's heirs, successors and assigns shall indemnify and hold harmless EnergyUnited and its successors and assigns, from any and all damage caused to the Encroachment by EnergyUnited, its employees, agents or contractors, in exercising EnergyUnited's right to access under the Right of Way.

6. Property Owner shall not dig or install drain lines within ten feet of existing structures or facilities of Energy United, which terms shall include but may not be limited to poles, guy anchors, padmount equipment and security lights.

7. This Agreement shall be binding upon and inure to the benefit EnergyUnited, its successors and assigns, and shall also be binding upon and inure to the benefit of Property Owner, its heirs, personal representatives, successors, purchasers and assigns.

IN TESTIMONY WHEREOF, this Agreement is executed on behalf of EnergyUnited by its duly authorized officer, the day and year first above written.

EnergyUnited Electric Membership Corporation

By: Brian Thompson

NORTH CAROLINA
Mecklenburg COUNTY

I, the undersigned, a Notary Public of the State of North Carolina, do hereby certify that Brian Thompson personally came before me this day and acknowledged that he/she is Region Line Manager of EnergyUnited Electric Membership Corporation, a corporation, and that he, as Region Line Manager being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this 13 day of April, 2023.

(SEAL)
Notary Public

My Commission Expires:

NICOLE M. LANDES
Notary Public, North Carolina
Iredell County
My Commission Expires
October 17, 2027

IREDELL COUNTY HEALTH DEPARTMENT

STATESVILLE 704-878-5305 $175.00 Paid MOORESVILLE 704-664-5281

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

PERMIT# 102680 20 PIN# 4776 030544 Matt Garrett DATE 9/26/2001

OWNER OR CONTRACTOR Kathy Barringer PHONE: Business 528-0848 Home

ADDRESS 1163 Shinnville Rd Cleveland, NC 27013

LOCATION Hwy 21 R Shinnville Rd just before

SUBDIVISION BLOCK / SECTION LOT LOT AREA .56 Acre SITE CLASS. PS DESIGN FLOW 360 gpd L.T.A.R. .325

Septic Tank: Existing Gallons; STB Date

Pump Tank: Gallons; PT Date

Pump Make: Model Serial No.

Nitrification Field: No Fields 1 Square Feet 300 Linear Feet 100'

No Lines 1 Trench Width 36" Max Trench Bottom Depth 30

☐ New System ☐ Repair System Type: I. II. III. IV. V. VI

System Description: Addition Gravity - Conventional

Repair System Description: Modified

Maintenance Agreement Required: ☐ Yes ☒ No

Gravel Depth 12" ☐ Slab ☒ Crawl Space ☐ Basement w/plumbing ☐ Basement wo/plumbing

☐ House/Mod. Home No. Bedrooms 3

☒ Mobile Home No. Bathrooms 2

☐ Business No. Employees

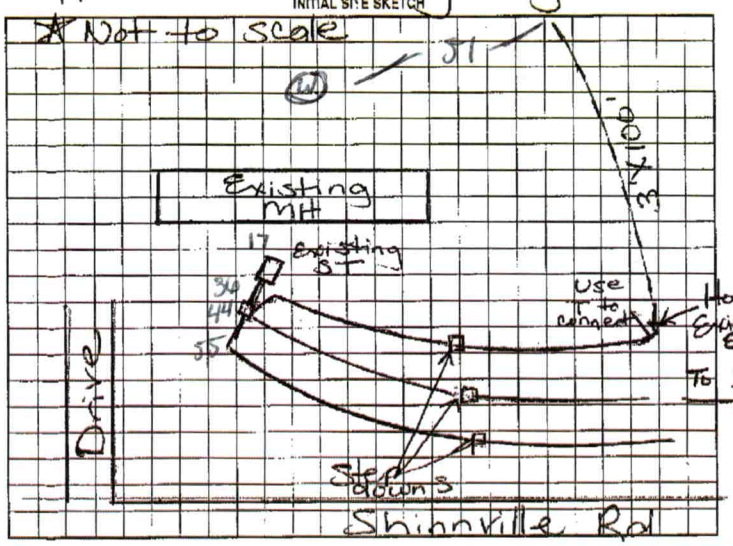
☐ Other

Water Supply: ☒ Individual on ☐ Public adjacent lot ☐ Community

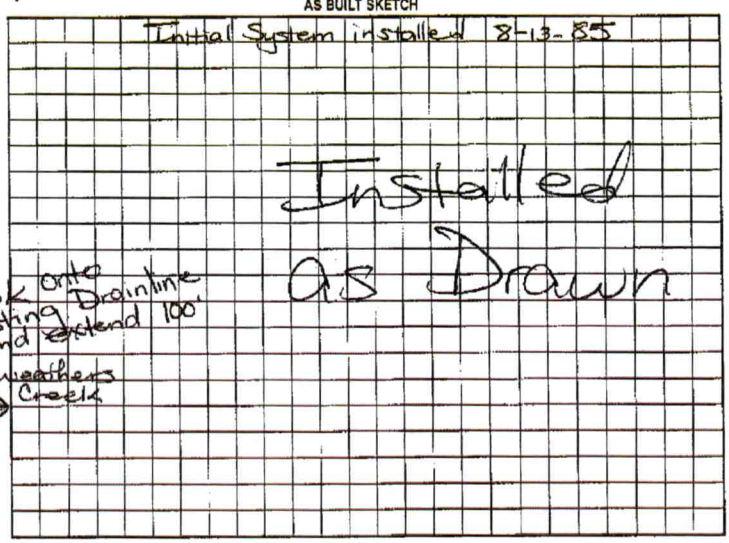
Comments/Conditions: Install 1 - additional Drainline 3'X100', add onto drainline closest to M'Ht. (Existing Septic System appears to be functioning Okay at time of inspection

Comments/Conditions: Upgrading From 2 bedroom to 3 Bedroom

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. Improvement Permit with plat valid without expiration. Improvement Permit with site plan valid for sixty months. Authorization to Construct is valid for a period equal to that of Improvement Permit - not to exceed sixty months.

Signed

Improvement Permit by: Marie H. Dolan RS date 9/26/2001

Authorization to Construct by: Marie H. Dolan RS date 9/26/2001

Installed by: A-1 Backhoe

Operation Permit by: Marie H. Dolan RS date 10/3/2001

Existing System Inspection by: date

HEALTH DEPT. COPY: WHITE OWNER COPY (FINAL): YELLOW OWNER COPY (INITIAL): PINK