ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # AP 326310

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

PIN # 4799 -- 00 --5730

APPLICANT/OWNER: Alice Davidson APPLICANT ADDRESS: 419 Cooper Farm Rd Statesville 28625

SITE ADDRESS: 2626 Old Mocksville Rd Statesville 28625 PHONE: 704-876-1445 ALT. PHONE 704-437-7747

SITE DIRECTIONS: (R) 901 E, (R) Old Mocksville Rd. SAP CONTROLLED: [x] YES [ ] NO

SUBDIVISION: James C. Gaither Rev. Trust SECTION: - LOT # 1 LOT AREA: .59 DESIGN FLOW: 240 L.T.A.R.: .31 / .25 R

Septic Tank 1000 (gal) STB 760 Date 9/19/22 [x] New System [ ] Repair [ ] Expansion System Type: I II III IV V VI

Pump Tank 1000 (gal) PT 363 Date 9/23/22 System Description: 25% Reduction PM

Pump Make — Model — Serial # — Repair System Description: 50% Reduction - Horizontal

Nitrification Fields 1 # Lines 4 Linear Ft 200 Maintenance Agreement Required: [ ] YES [x] NO

Trench Width 36 Trench Bottom Depth(Low side) 24 in Gravel Depth — [ ] GRAVITY [x] PRESSURE

[x] Residence No. Bedrooms 2 Water Supply: [ ] Private [x] Public [ ] Community

[ ] Business No. Persons 4

[ ] Other No. Employees —

[ ] Slab [x] Crawl Space

[ ] Basement w/plumbing [ ] Basement w/o plumbing

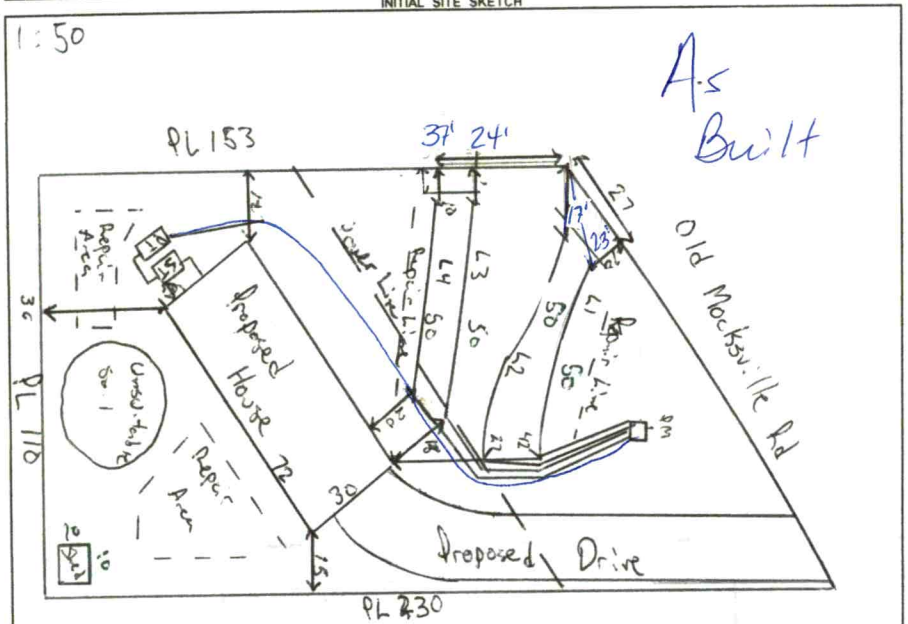
Comments / Conditions: Install on contour. Maintain 5ft on center. Supply line must be at least 5ft off the PL. No foundation drain on side with the tanks. Do not build deck, or drive on septic area.

Need power line encroachment ✓ attached

Need recorded prop. deed. ✓ attached

INITIAL SITE SKETCH

AS BUILT SKETCH


1:50
As Built
PL 153
31'
24'
Old Mocksville Rd
Proposed House 72
Repair Area
Crawl Area
Proposed Drive
PL 110
PL 230
30
45
27
47
53
50
60
55
72
71
23
10
10
10

Item	Date	Initials
Drain Lines Checked	11/3/22	DW
Tanks Checked	11/3/22	DW
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? _____	

ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 (88) Mooresville Office (704) 660-3625 PERMIT # AP 326310

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

PIN # 4799 -- 00 -- 5730

APPLICANT/OWNER: Alice Davidson APPLICANT ADDRESS: 419 Cooper Farm Rd Statesville 28625

SITE ADDRESS: 2626 Old Mocksville Rd Statesville 28625 PHONE: 704-876-1945 ALT. PHONE 704-437-7747

SITE DIRECTIONS: (R) 901 E, (R) Old Mocksville Rd, SAP CONTROLLED: ☑ YES ☐ NO

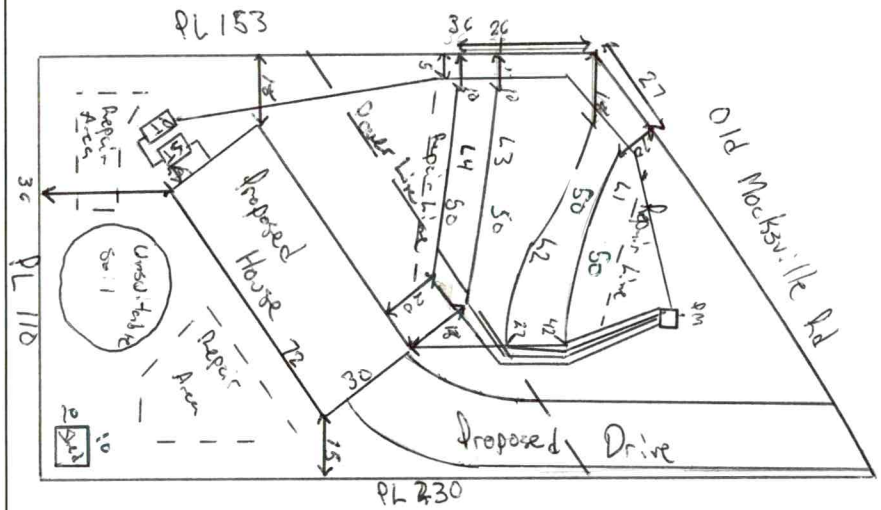
SUBDIVISION: James C. Gaither Rev. Trust SECTION: - LOT # 1 LOT AREA: .59 DESIGN FLOW: 240 L.T.A.R.: .31 / .25 R

Septic Tank	1000	(gal)	STB		Date		☑ New System	☐ Repair	☐ Expansion	System Type: I II (III) IV V VI	☑ Residence	No. Bedrooms 2	Water Supply
Pump Tank	1000	(gal)	PT		Date		System Description: 25% Reduction PM				☐ Business	No. Persons 4	☐ Private
Pump Make			Model		Serial #		Repair System Description: 50% Reduction - Horizontal				☐ Other	No. Employees	☑ Public
# Nitrification Fields	1		# Lines	41	Linear Ft	200	Maintenance Agreement Required:	☐ YES	☑ NO		☐ Slab	☑ Crawl Space	☐ Community
Trench Width	36		Trench Bottom Depth(Low side)	24 in	Gravel Depth	-		☐ GRAVITY	☑ PRESSURE		☐ Basement w/plumbing		☐ Basement w/o plumbing

Comments / Conditions: Install on contour. Maintain 6ft on center. Supply line must be at least 5ft off the PL. No foundation drain on side with the tanks. Do not build, park, or drive on septic area. Need power line encroachment ✓ attached Need recorded prop. deed. ✓ attached

INITIAL SITE SKETCH

1:50



L1 = 1" Sch 80
L2 = 1" Sch 80
L3 = 1" Sch 80
L4 = 1" Sch 80

Dose Volume = 91
Time = 4.15
Drawdown = 4.33

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.

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

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: Alice Davidson Date: 6-2-22 Installed by:

IMPROVEMENT PERMIT by: Matt Wilkie Date: 5/31/22 OPERATION PERMIT by: Date:

AUTHORIZATION TO CONSTRUCT: Matt Wilkie Date: 7/27/22 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 #: 4748099793
COUNTY: Iredell

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

OWNER: Alice Davidson
ADDRESS: 419 Cooper Farm Dr Statesville 28625
PROPOSED FACILITY: SFR
PROPOSED DESIGN FLOW (.1949): 240
LOCATION OF SITE: 2522 Old Mocksville
APPLICATION DATE: 5/2/22
DATE EVALUATED: 5/12/22
PROPERTY SIZE:
PROPERTY RECORDED:

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	LS 4%	0-12	SCL/D:disturbed	Plow	-	22	Sap inclusions at 22	-	PS .3
		12-22	CL/SBK	~~SS sp fr SE~~					
		22-50	~~SCL~~ LSAR/M	fr					
2	LS 6%	0-17	SCL/D:disturbed	ns np fr SE	10YR 6/2 at 42	50	-	Rock cluster at 30	PS .25
		17-27	SCL/BK	ns np fr SE					
		27-50	C/WSBK	S P fr SE					
3	LS 5%	0-13	Fill	ns np fr SE	10YR 6/2 at 32	50	-	-	U
		13-27	SCL/BK	ns np fr SE					
		27-50	C/ABK	S P fr Mix mineralogy					
4	LS 6%	0-12	Compacted		10YR 6/2 at 30 YB streaks past 30	50	-	-	PS .25 Shallow
		12-30	C/ABK	~~SS sp fr SE~~					
		30-50	C/SBK	~~SS sp fr SE~~					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	200	160
System Type(s)	25% ~~50%~~ ~~100%~~	50%
Site LTAR	.3	.25

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: Matthew Wilkinson
OTHER(S) PRESENT: Ben Watkins

COMMENTS:

LEGEND

use the following standard abbreviations

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

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

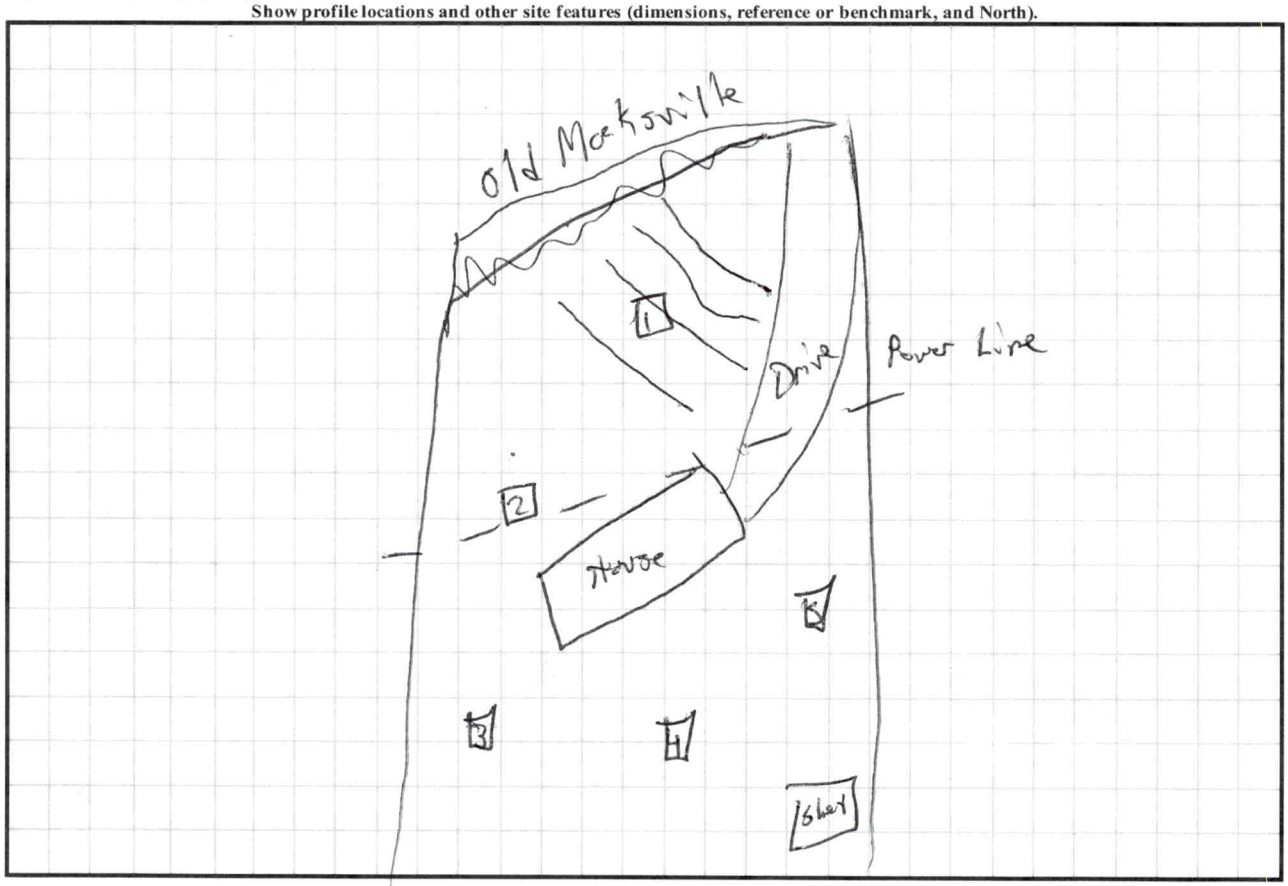
NOTES

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).



LS 0-12 Plow mixed PS

12-20 C / SBK 20 to bottom .3

20 - 55 LSAP M

Tot'l Dose

~~Dose Volume~~ = 200H x .65 volume = 130 x 70% = 91 Dose Volume

Time = 91 Dose volume / 21.92 flow rate = 4.15

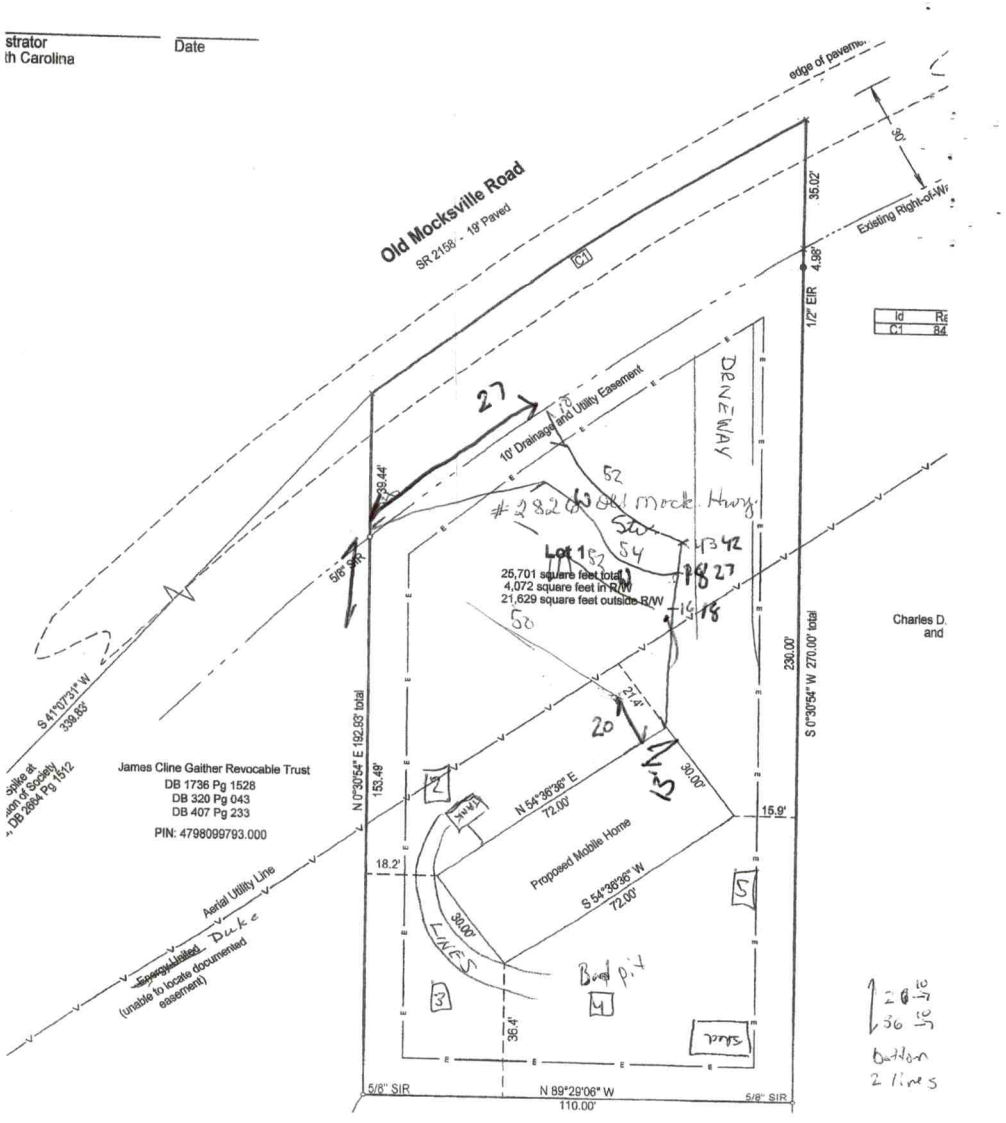
Drawdown = 91 / 21 g/inch = 4.33

1 = 50

63%

strator
th Carolina

Date



RECEIVED MAY 03 2022

NW

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* AP-328310 $500.00

Application For:

( ) Septic Improvement Permit (No floorplan submitted with App.) (X) Authorization to Construct (Floorplan submitted with App.) ( ) New Well Permit ( ) Well Repair Permit ( ) Well Abandonment ( ) 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: Alice Davidson Address: 419 Cooper Farm Rd. STV Zip: 28625

Applicant Email: alice.davidson Phone: 704-876-1945 Alt. Phone: 704-437-7797

Owner Name: James C. Gaither Rev. Trust Address: 1294 E. Memorial Hwy Harmony Zip: 28634

Owner Email: _____ Phone: 704-546-3474 Alt. Phone: _____

Property Information:

Street Address: 2826 Old Mocksville Rd. Statesville 28625

Subdivision Name: — Section/Phase: — Lot Number: —

Driving Directions: 21 N; R 901 E; R Old Mocksville Rd.; site will be on left at fence for last house on left

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: 2
Maximum Number of Occupants: 1
( ) 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 (X) Other Public Water

Desired Septic System Type: *(you may rank in order of preference)* Year existing system installed: _____

( ) No Preference ( ) Alternative (X) 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: Alice Davidson 5-2-2022

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

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

IREDELL COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

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

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, Jim Gaither, am the legal owner(s) of the property located at 2826 Old Mocksville Rd - Statesville, identified as PIN (Parcel Identification Number) TBD, located in Iredell County, North Carolina.

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

Jim Gaither
Signature of Owner(s)

4/23/22
Date

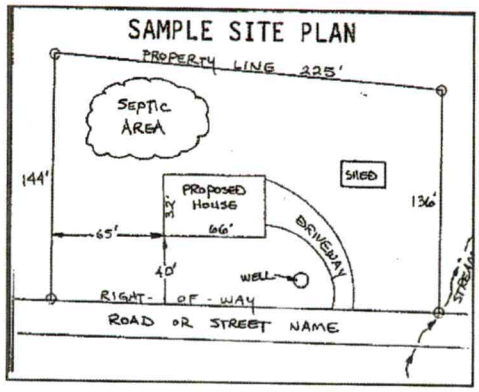
Mooresville - Environmental Health

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

IREDELL COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
PAGE 2: *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 PERMIT!!!*



Place an (X) beside each item as you complete the site plan:

- (X) Property Line measurements are clearly identified
- (X) All proposed structures are indicated
- (X) Front and side setbacks from property line
- (X) Preferred driveway location and well location
- (X) Area you prefer your septic system to be placed
- (X) 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

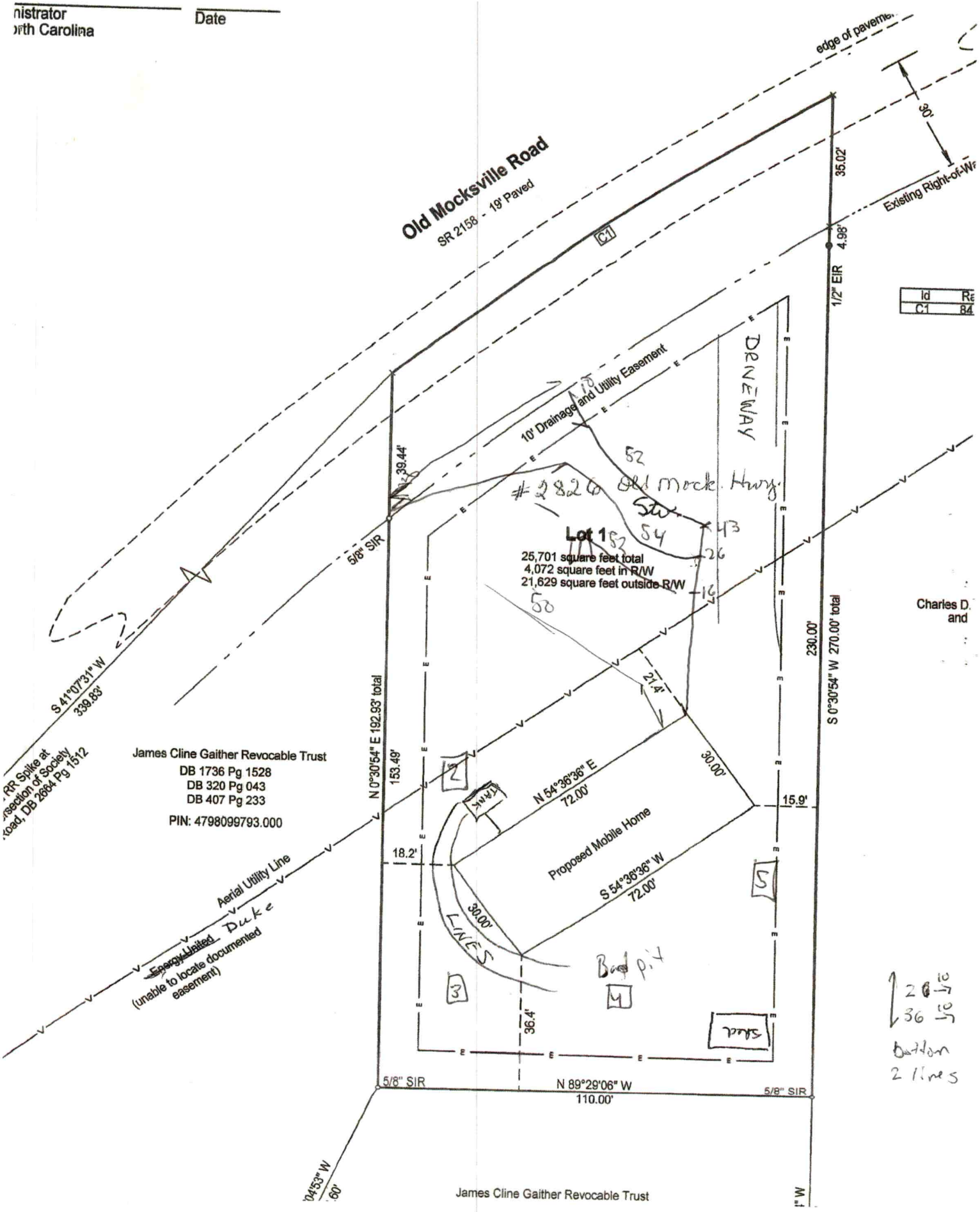
See attached Survey Plat

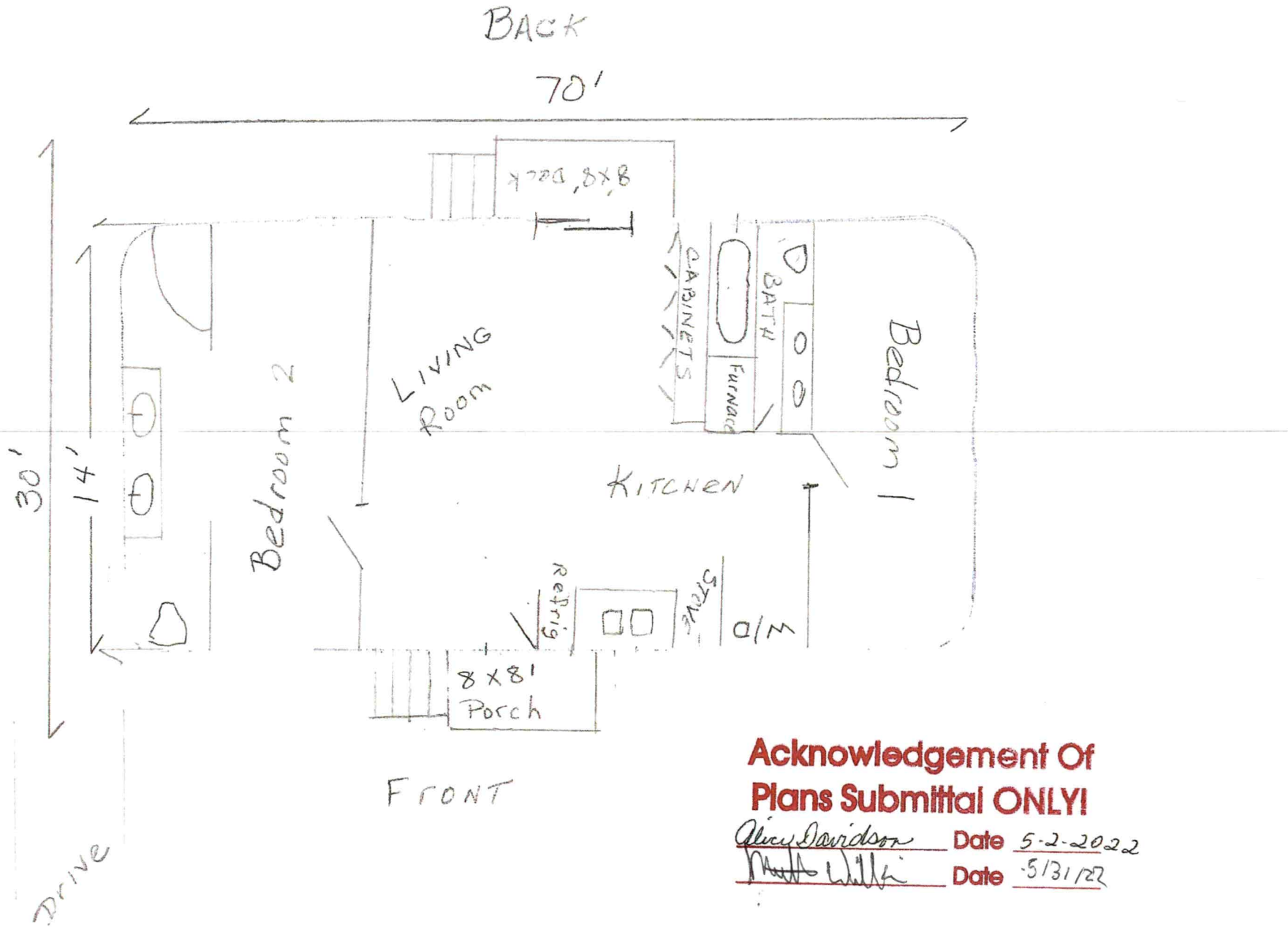
Signature: _____

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

nistrator
orth Carolina

Date





Acknowledgement Of Plans Submittal ONLY!

Alicia Davidson Date 5-2-2022

Date 5/31/22

IREDELL COUNTY · NC

IREDELL COUNTY
PO Box 788
349 North Center St.
Statesville, NC 28677

APPLICATION NUMBER
328310 Issue Date:

Permit Type: ZONING

Parcel Number	Street Address	Jurisdiction
4798099793.000	2826 OLD MOCKSVILLE RD	IREDELL COUNTY

Owner Information	Applicant Information
Name: GAITHER JAMES C REVOC TR	Name: Alice Davidson
Address:	Address: 419 Cooper Farm Rd
,	Statesville, NC 28625
Phone:	Phone: (704)876-1945

Use Requested	Zone Code
Single-Wide Mobile Home	RA

Lot Acreage	F Setback	B Setback	L Setback	R Setback	Watershed	Flood Zone
0	35	35	15	15	N/A	NO

Remarks

singlewide

Must meet requirement R10 of the LDC. Must remove the towing apparatus, if it cannot be removed, it shall be screened; Must have a continuous underpinning; Must have 36 square foot front porch constructed within 12 inches of the floor elevation; Must have approved steps at all other secondary entrances and exits; Must face front property line and be no less than 20 degrees from parallel to the front property line. Original home must be removed before Certificate of Occupancy can be approved.

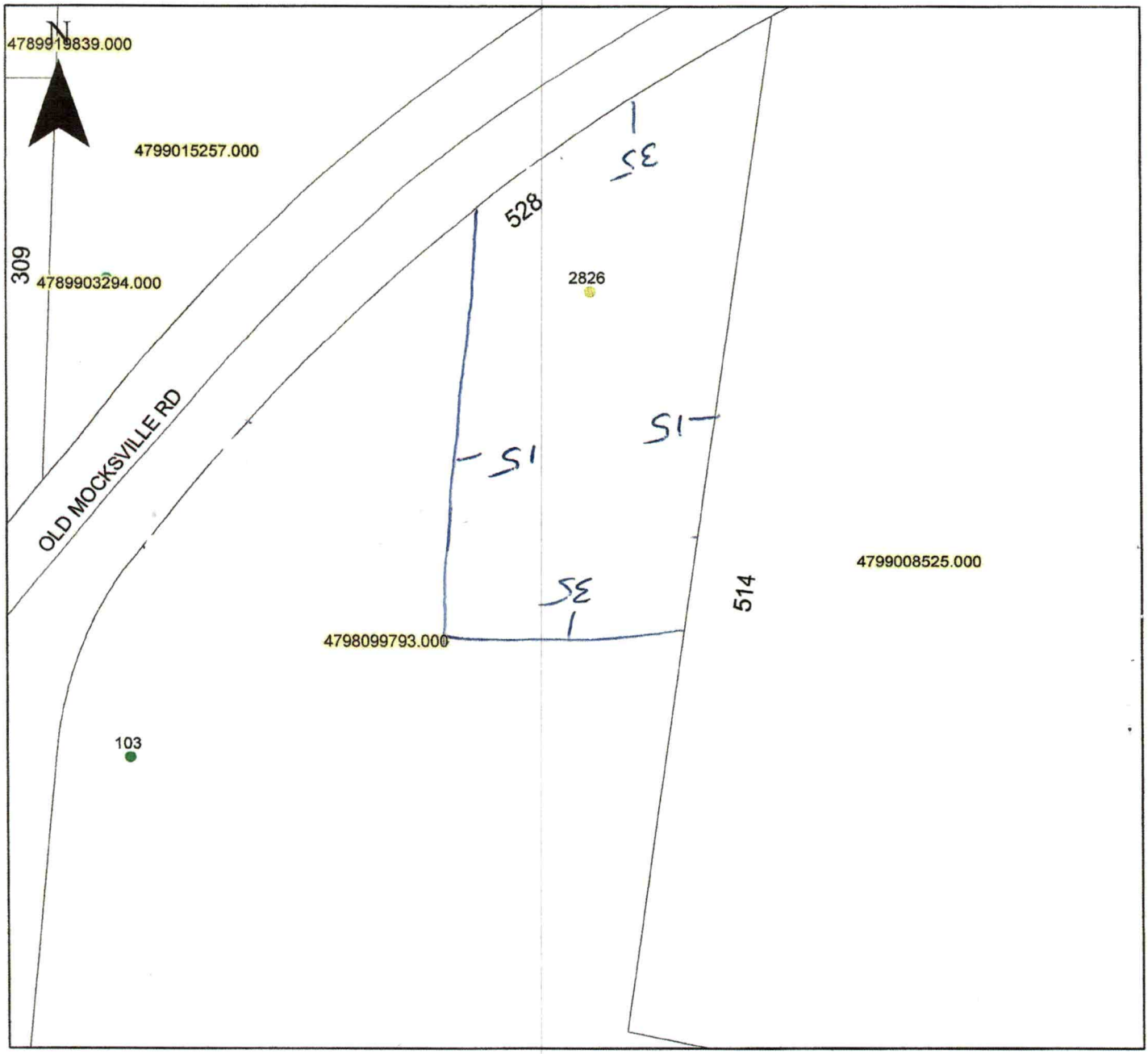
The applicant certifies that there are no deed restrictions, contractual agreements or governmental regulations of any kind that interfere with or prohibit the use of the property or the use for which this permit is requested. The applicant further acknowledges that enforcement of deed restrictions, plat conditions and other contractual agreements will not be undertaken by Iredell County and is the sole responsibility of the affected parties.

Signature of Owner/Contractor

Date: 05/02/2022

Permit Number	328310	TOTAL FEES:	$77.25

ZONING DISCLAIMER



Property Address 2826 Old Mocksville Rd.

The applicant certifies that there are no deed restrictions, contractual agreements or governmental regulations of any kind that interfere with or prohibit the use of the property or the use for which this permit is requested. Applicant further acknowledges that the enforcement of deed restrictions, plat conditions, and other contractual agreements will not be undertaken by Iredell County and is the sole responsibility of the affected parties.

Alice Davidson
Applicant

5/02/2022
Date

Type: CRP
Recorded: 06/15/2022 at 04:37:43 PM
Fee Amt: $66.00 Page 1 of 3
Revenue Tax: $40.00
Iredell County, NC
Maureen P. Purcell Register of Deeds
BK 2926 PG 1891-1893

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:$40.00

Parcel Identifier No. OUT OF 4798-09-9793 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to:Grantee _____

This instrument was prepared by:Peter W. Simon, Attorney at Law, PLLC, 1251 Davie Avenue, Statesville NC 28677

Brief description for the Index: _____

THIS DEED made this 15th day of June, 2022, by and between

GRANTOR	GRANTEE
Timothy J. Gaither, Successor Trustee for the James Cline Gaither Revocable Trust dated February 24, 2006 1294 E. Memorial Highway Harmony NC 28634	Alice S. Davidson and husband, Bobby G. Davidson 419 Cooper Farm Road Statesville NC 28625

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of _____, **Turnersburg** Township, **Iredell** County, North Carolina and more particularly described as follows:

See attached Exhibit "A" for description of property

R.O.T.C.

Page Count: 3
☐NS ☐PQ ☐SI

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1736, Page 1528.

All or a portion of the property herein conveyed ___ includes or _X__ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 77 , page 5 .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Timothy J Gaither (SEAL)

Timothy J. Gaither, Successor Trustee of
The James Cline Gaither Revocable Trust
dated February 24, 2006

State of North Carolina; County of Iredell

I, the undersigned Notary Public of the County of Catawba and State aforesaid, certify that **Timothy J. Gaither, Successor Trustee of the James Cline Gaither Revocable Trust dated February 24, 2006** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 15th day of June, 2022.

Robin Kale Robinson
Notary Public

My Commission Expires: 4-22-2026
(Affix Seal)

Robin Kale Robinson
Notary's Printed or Typed Name



EXHIBIT "A"
LEGAL DESCRIPTION

Being all of Lot 1 as shown on Plat of Minor Subdivision for James Cline Gaither Revocable Trust, recorded in Plat Book 77, Page 5, Iredell County Registry.

Being a portion of the property conveyed to James Cline Gaither Revocable Trust by deed from James Cline Gaither dated February 24, 2006 and recorded in Book 1736, Page 1528, Iredell County Registry. James Cline Gaither died in 2017. See Estate File No. 17-E-640 in the Office of the Clerk of Superior Court for Iredell County, North Carolina.

Parcel ID No.: OUT OF 4798-09-9793
Property address: Old Mocksville Road
Statesville NC 28625

COPY

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Trish Roberts
4412 Hillsborough Rd.
Durham, NC 27705

Site Address: 2826 Mocksville Rd.
Statesville, NC 28625
Parcel # 4798-09-9793

North Carolina
Distribution Encroachment Agreement
for Nitrification Field Encroachments

State of North Carolina

County of Iredell

THIS NORTH CAROLINA DISTRIBUTION ENCROACHMENT AGREEMENT FOR NITRIFICATION FIELD ENCROACHMENTS (this "**Agreement**") is made and entered into this 21st day of July 2022 by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Duke Energy**") and ALICE S. DAVIDSON, and husband, BOBBY G. DAVIDSON ("**Grantee**").

- Grantee is the owner of a 0.589 acre parcel of land situated in Turrnersburg Township, Iredell County, North Carolina, and being the land described in a deed from Timothy J. Gaither, et al to Alice S. Davidson and husband, Bobby G. Davidson recorded in Deed Book 2926, Page 1891, Iredell County Register of Deeds (the "Property");

- Duke Energy has previously acquired a thirty ((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, their heirs, successors, and assigns, ingress and egress to construct, install, operate, monitor, repair, and maintain the Encroachment within the Easement Area upon the following terms and conditions:

For Grantee's Internal Use:
Work Order #: 45480390

Copy

1. Grantee shall construct, install, operate and maintain the Encroachment as shown on a map, dated July 14, 2022, and entitled "Map for Alice and Bobby Davidson – Septic Encroachment", 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.

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.

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 10' 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).

7. 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.

8. 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.

9. Grantee shall not do any digging, grading, or filling nearer than ten feet 10' 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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: Paula Gourley (SEAL)

Name: Paula Gourley

Title: Manager Land Services

STATE OF NORTH CAROLINA
COUNTY OF Wake

The foregoing document was acknowledged before me this 21st day of July 2022, by Paula Gourley, as Manager Land Services of **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company, who is personally known to me or who has produced NC Drivers License as identification.

MELISSA ENRIKA WEST
Notary Public
Wake
County
My Comm Exp.
04-29-2023
NORTH CAROLINA

Melissa Enrika West
Official signature of Notary Public

Melissa Enrika West
Notary Public printed/or signed name

04-29-2023
My Commission expires:

For Grantee's Internal Use:
Work Order #: 45480390

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.

By: Alice S. Davidson (SEAL)

Name: Alice S. Davidson

By: Bobby G. Davidson (SEAL)

Name: Bobby G. Davidson

STATE OF NORTH CAROLINA

COUNTY OF Iredell

The foregoing document was acknowledged before me this 18th day of July, 2022, by Alice S. Davidson and Bobby G. Davidson, who is personally known to me or who has produced a valid North Carolina Drivers License as identification.

Notary Public: Brandi J Kendrick My Commission Expires: 08-11-2024

Printed Name: Brandi J Kendrick

BRANDI J. KENDRICK
(Affix Notary Seal Here)
NOTARY PUBLIC
IREDELL COUNTY, NC
My Comm Expires
08-11-2024

For Grantee's Internal Use:
Work Order #: 45480390

Alice S. + Bobby G. Davidson; 419 Cooper Farm Rd, Statesville 28625

Exhibit "A"

