ICHD - ENVIRONMENTAL HEALTH DIVISION

Statesville Office (704) 878-5305 Mooresville Office (704) 660-3625 PERMIT # AP 325492

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

PIN # 4852 -- 62 -- 8203

APPLICANT/OWNER: Brenda Atwell APPLICANT ADDRESS: 609 Jericho Road Harmony NC 28634

SITE ADDRESS: 515 Lake Mullis Road Harmony NC 28634 PHONE: 704-437-8512 ALT. PHONE

SITE DIRECTIONS: Hwy 901 on Jericho Road R on Lake Mullis Road

SUBDIVISION: Jericho Heights SECTION: LOT # 2 LOT AREA: .60 SAP CONTROLLED: ☐ YES ☒ NO

DESIGN FLOW: 360gpd L.T.A.R.: .13

Septic Tank	1000	(gal)	STB	760	Date	4-27-2022	☒ New System	☐ Repair	☐ Expansion
Pump Tank		(gal)	PT		Date		System Type: I II (III) IV V VI		
Pump Make			Model		Serial #		System Description:	25% Reduction	
# Nitrification Fields	1		# Lines	5	Linear Ft	300	Repair System Description:	50% Reduction	
Trench Width	36"		Trench Bottom Depth(~~low side~~)		Max 36"		Maintenance Agreement Required:	☐ YES	☒ NO
Gravel Depth	-						☒ GRAVITY	☐ PRESSURE	

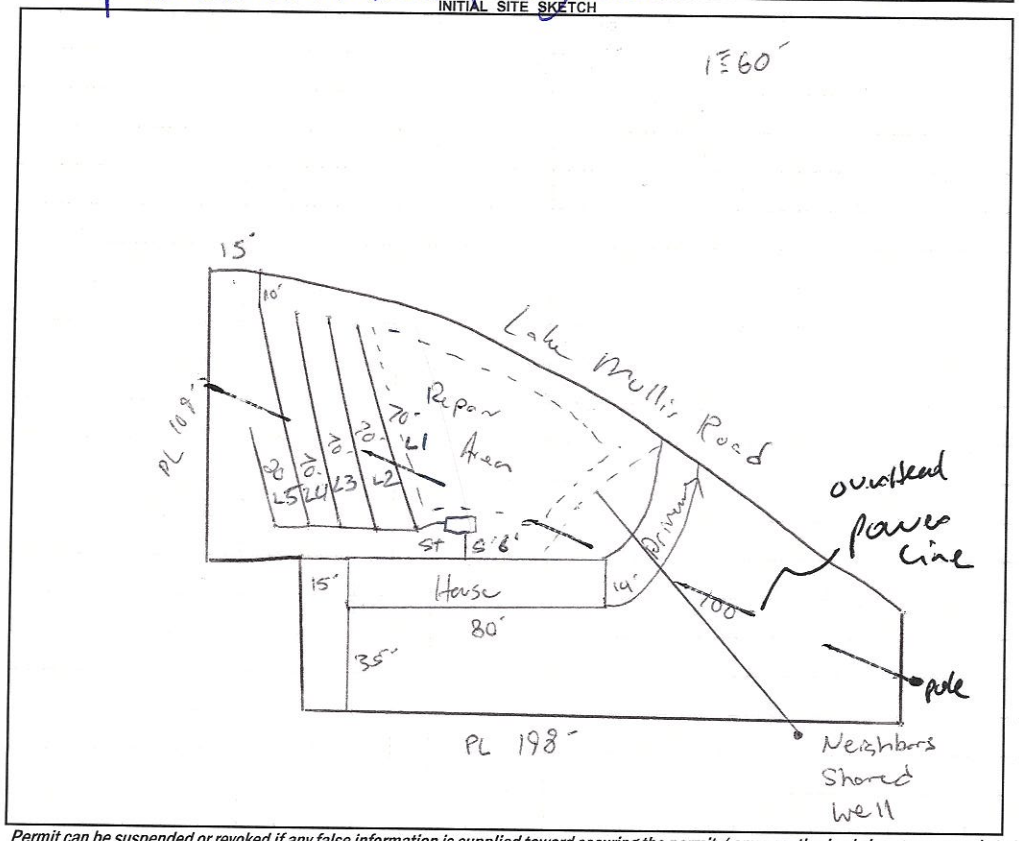
☒ Residence No. Bedrooms 3
☐ Business No. Persons 6
☐ Other No. Employees
☐ Slab ☒ Crawl Space
☐ Basement w/plumbing ☐ Basement w/o plumbing

Water Supply
☒ Private
☐ Public
☐ Community

Comments / Conditions: Install Drawings on Center of Land use Serial distribution. Meets Powerline Encroachment Prior to A/C Keep Tank outside R.O.W per Agreement

Agreement Recorded Bk# 2917 PG 1406

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.

LINE 5 OMITTED

LINE 1 = 82FT
LINE 2 = 78 FT
LINE 3 = 78 FT
LINE 4 = 70 FT
HOUSE SLIDE BACK 12FT AWAY FROM MULLIS ROAD.

INSTALLED AS SHOWN

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: Brenda Atwell Date: 03-25-22 Installed by: CAC

IMPROVEMENT PERMIT by: Date: 5-14-2022 OPERATION PERMIT by: Bryant L. White Date: 6-9-2022

AUTHORIZATION TO CONSTRUCT by: Date: 5-11-2022 Existing System Inspected by: Date:

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

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

Sheet 1 of 1
PROPERTY ID #: 485262 2203
COUNTY: Iredell

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

OWNER: Brenda Attwell
ADDRESS: 515 Lake Mills
PROPOSED FACILITY: SFR SFR PROPOSED DESIGN FLOW (.1949): 360 gpd
LOCATION OF SITE: 515 Lake Mills
APPLICATION DATE 9-8-2022
DATE EVALUATED:
PROPERTY SIZE: 2.6 Ac
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	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	2-3% SC	0-6	SiL SCL	F, SSC, PSCA	N/A	48+	N/A	N/A	PS .3
		6-33	SiL C						
		33-48	SiL CL						
2	2-3% SC	0-10	SiL SCL		N/A	48+	N/A	N/A	PS .3
		10-34	SiL C						
		34-48	SiL CL						
3	4-5% SC	0-10	SiL SCL		N/A	48+	N/A	N/A	PS .3
		10-36	SiL C						
		36-48	SiL CL						
4	4-5% SC	0-10	SiL SCL		N/A	48+	N/A	N/A	PS .3
		10-34	SiL C						
		34-48	SiL CL						

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	300	300
System Type(s)	2SP	SOF
Site LTAR	.3	.3

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): PS
EVALUATED BY: Boggs
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) CV (Convex Slope) D (Drainage Way) DS (Debris Slump) FP (Flood Plain) FS (Foot Slope) H (Head Slope) L (Linear Slope) N (Nose Slope) R (Ridge) S (Shoulder Slope) T (Terrace)	I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0 4	SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain) M (Massive) CR (Crumb) GR (Granular) SBK (Subangular Blocky) ABK (Angular Blocky) PL (Platy) PR (Prismatic)
	II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3		
	III	Si (Silt) SiCL (Silty Clay Loam) CL (Clay Loam) SCL (Sandy Clay Loam) SiL (Silt Loam)	0.6 - 0.3	0.3 - 0.15		
	IV	SC (Sandy Clay) SiC (Silty Clay) C (Clay)	0.4 - 0.1	0.2 - 0.05		
		O (Organic)	None	None		

MOIST	WET
VFR (Very Friable)	NS (Non-sticky)
FR (Friable)	SS (Slightly Sticky)
FI (Firm)	S (Sticky)
VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
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 arc quality.

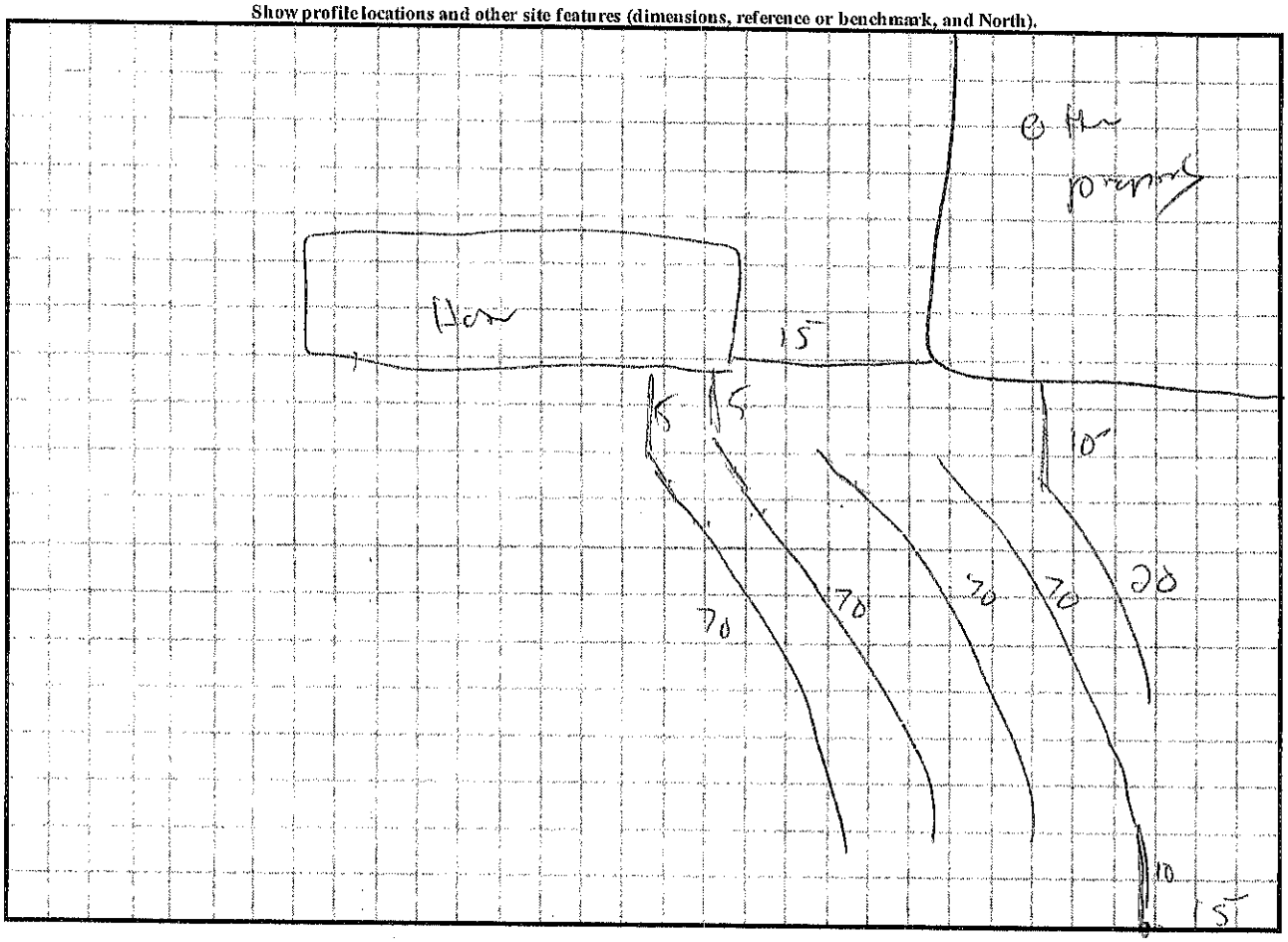
NOTES

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).



Lake Mills

Dlw Entry

RECEIVED FEB 10 2022

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-325492 $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: Brenda Atwell **Address:** 609 Jericho Rd, Harmony, NC **Zip:** 28634
Applicant Email: jatwell@yadtel.net **Phone:** 704-437-8512 **Alt. Phone:** _____
Owner Name: Brenda Atwell **Address:** 609 Jericho Rd, Harmony, NC **Zip:** 28634
Owner Email: jatwell@yadtel.net **Phone:** 704-437-8512 **Alt. Phone:** _____

Property Information:

Street Address: 515 Lake Mullis Rd, Harmony, NC 28634
Subdivision Name: Jericho Heights **Section/Phase:** _____ **Lot Number:** 2
Driving Directions: Turn From 901 onto Jericho Rd. Go Approx 3/4 miles. Turn right at crossroads of Jericho Road and Lake Mullis Road.

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: _____
Non-Residential Site Development: Type of Business: _____
Square Footage of Building: 1120 Max. Number of Employees: _____ Max. Number of Seats/Beds/Other: _____

Maximum Number of Bedrooms: 3
Maximum Number of Occupants: 3
( ) Swimming Pool
( ) Other Addition/Structure: _____

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

Water Supply: ( ) Replacement Well – Reason: _____
(✓) Multi-connection Well **Number of Houses:** 2 **Number of Persons:** 5
( ) New Well (✓) Existing Well ( ) Community Well ( ) City Water ( ) Other Public Water

Desired Septic System Type: *(you may rank in order of preference)* **Year existing system installed:** _____
( ) No Preference ( ) Alternative ( ) Conventional ( ) Innovative ( ) Modified Conventional ( ) Other: _____

Please answer the following to the best of your ability:
( ) Yes (✓) No Does the site contain any jurisdictional wetlands?
( ) Yes (✓) No Is any non-domestic sewage (i.e. industrial) to be generated?
( ) Yes (✓) No Is the site subject to approval by any other public agency?

I have read this application and certify that the information provided herein is true, complete, and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

Signature: Brenda Atwell 02-08-22
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*) Ronda Atwell

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.

_____ _____
Signature of Owner(s) Date

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

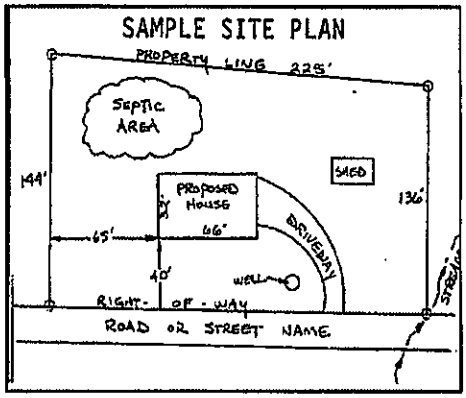
Statesville - Environmental Health
ronda.hart@co.iredell.nc.us
Fax: 704-871-3483
349 N. Center Street, Statesville, NC 28677

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

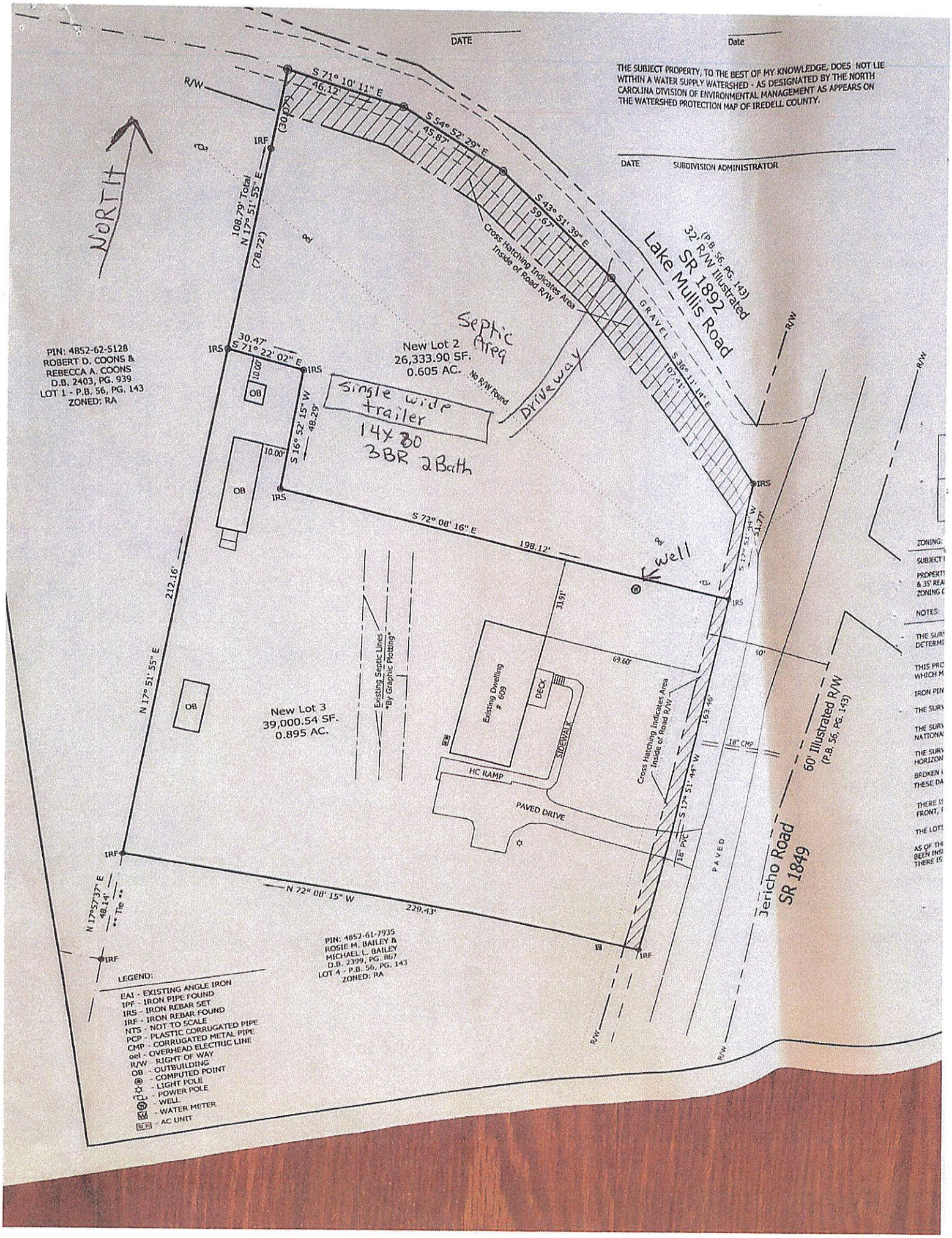
Show: proposed house or business footprint, wells, water lines, patios, pools and decks, and any other item that will occupy space on the site

Signature: Brenda Atwell

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

02-08-22

DATE


DATE
Date
THE SUBJECT PROPERTY, TO THE BEST OF MY KNOWLEDGE, DOES NOT LIE WITHIN A WATER SUPPLY WATERSHED - AS DESIGNATED BY THE NORTH CAROLINA DIVISION OF ENVIRONMENTAL MANAGEMENT AS APPEARS ON THE WATERSHED PROTECTION MAP OF IREDELL COUNTY.
DATE SUBDIVISION ADMINISTRATOR
NORTH
R/W
S 71° 10' 11" E
46.12'
S 54° 52' 29" E
45.87'
S 43° 51' 39" E
59.67'
Cross Hatching Indicates Area Inside of Road R/W
32' R/W Illustrated (P.B. 56, PG. 143)
SR 1892
Lake Mullis Road
GRAVEL
S 36° 11' 14" E
107.41'
(30.0')
IRF
108.79' Total
N 17° 51' 55" E
(78.72')
PIN: 4852-62-5128
ROBERT D. COONS &
REBECCA A. COONS
D.B. 2403, PG. 939
LOT 1 - P.B. 56, PG. 143
ZONED: RA
IRS
30.47'
S 71° 22' 02" E
10.00'
OB
S 16° 52' 15" W
48.29'
10.00'
OB
New Lot 2
26,333.90 SF.
0.605 AC.
No R/W Found
Septic Area
Single wide trailer
14X80
3BR 2Bath
Driveway
S 72° 08' 16" E
198.12'
Well
S 17° 51' 54" W
31.27'
31.91'
212.16'
N 17° 51' 55" E
OB
New Lot 3
39,000.54 SF.
0.895 AC.
Existing Septic Lines
By Graphic Plotting
Existing Dwelling
609
DECK
SIDEWALK
HC RAMP
PAVED DRIVE
69.60'
60'
163.46'
Cross Hatching Indicates Area Inside of Road R/W
18" CMP
S 17° 51' 44" W
18" PVC
PAVED
60' Illustrated R/W
(P.B. 56, PG. 143)
Jericho Road
SR 1849
N 72° 08' 15" W
229.43'
N 17°57'37" E
48.14'
** Tie **
PIN: 4852-61-7935
ROSIE M. BAILEY &
MICHAEL L. BAILEY
D.B. 2399, PG. 867
LOT 4 - P.B. 56, PG. 143
ZONED: RA
LEGEND:
EAI - EXISTING ANGLE IRON
IPF - IRON PIPE FOUND
IRS - IRON REBAR SET
IRF - IRON REBAR FOUND
NTS - NOT TO SCALE
PCP - PLASTIC CORRUGATED PIPE
CMP - CORRUGATED METAL PIPE
oel - OVERHEAD ELECTRIC LINE
R/W - RIGHT OF WAY
OB - OUTBUILDING
- COMPUTED POINT
- LIGHT POLE
- POWER POLE
- WELL
- WATER METER
- AC UNIT
ZONING:
NOTES:
IRON PIN
PAVED



Acknowledgement Of
Plans Submittal ONLY!

Brenda Atwell Date

02-09-22 Date

3.14-2022

North Carolina

Iredell County

Project Number:
4852628203.000-LOTS 2 &3

North Carolina
Distribution Encroachment Agreement
for Nitrification Field Encroachments

THIS NORTH CAROLINA DISTRIBUTION ENCROACHMENT AGREEMENT FOR NITRIFICATION FIELD ENCROACHMENTS ("Agreement"), made this 13th day of April, 2022, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Duke Energy"), and Brenda L. Atwell ("Grantees").

- Grantee is the owner of a 0.60 acre of land situated in Iredell County, North Carolina, and being the land described in a deed from CMH Homes, Inc. to Joseph B. Atwell and wife, Brenda L. Atwell, dated September 19, 2013 and recorded in Deed Book 2268, Page 1455, all Iredell County, NC. (the "Property");

- Duke Energy has previously acquired a 30' (30 foot)) 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, for parcel PIN# 4852628203.000-LOTS 2 &3, the property of Joseph B. Atwell and wife, Brenda L. Atwell," 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.

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 15' (15 foot)) 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.

By: Brenda L. Atwell (SEAL)
Name: Brenda L. Atwell

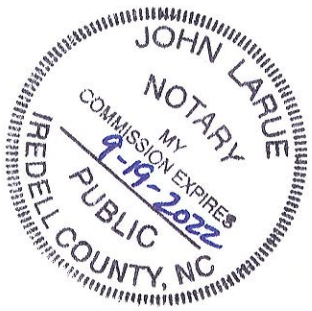
STATE OF NORTH CAROLINA
COUNTY OF IREDELL

The foregoing document was acknowledged before me this 13th day of April 2022, by Brenda L. Atwell, who is personally known to me or who has produced a valid North Carolina Drivers License as identification.

Notary Public: _____ My Commission Expires: 9-19-2022

Printed Name: JOHN LARUE

[Affix Notary Seal Here]



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 II

STATE OF NORTH CAROLINA
COUNTY OF Wake

The foregoing document was acknowledged before me this 6 day of May 2022, by Paula Gourley, as Manager Land Services II of **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company, who is personally known to me.

Notary Public: Patricia D. Roberts My Commission Expires: 12-18-2022

Printed Name: Patricia D. Roberts *[Affix Notary Seal Here]*

Patricia D Roberts
NOTARY PUBLIC
Durham County, NC

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

APPLICATION NUMBER
325492 Issue Date:

Permit Type: ZONING

Parcel Number	Street Address	Jurisdiction
4852628203.000	515 LAKE MULLIS RD	IREDELL COUNTY

Owner Information	Applicant Information
Name: ATWELL JOSEPH B+BRENDA L	Name: ATWELL JOSEPH B+BRENDA L
Address:	Address:
Phone:	Phone:

Use Requested	Zone Code
Single-Wide Mobile Home	RA

Lot Acreage	F Setback	B Setback	L Setback	R Setback	Watershed	Flood Zone
0.605	35	35	15	25	N/A	NO

Remarks

SINGLE WIDE

REQUIREMENTS FOR ALL SINGLEWIDE MOBILE HOMES 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.

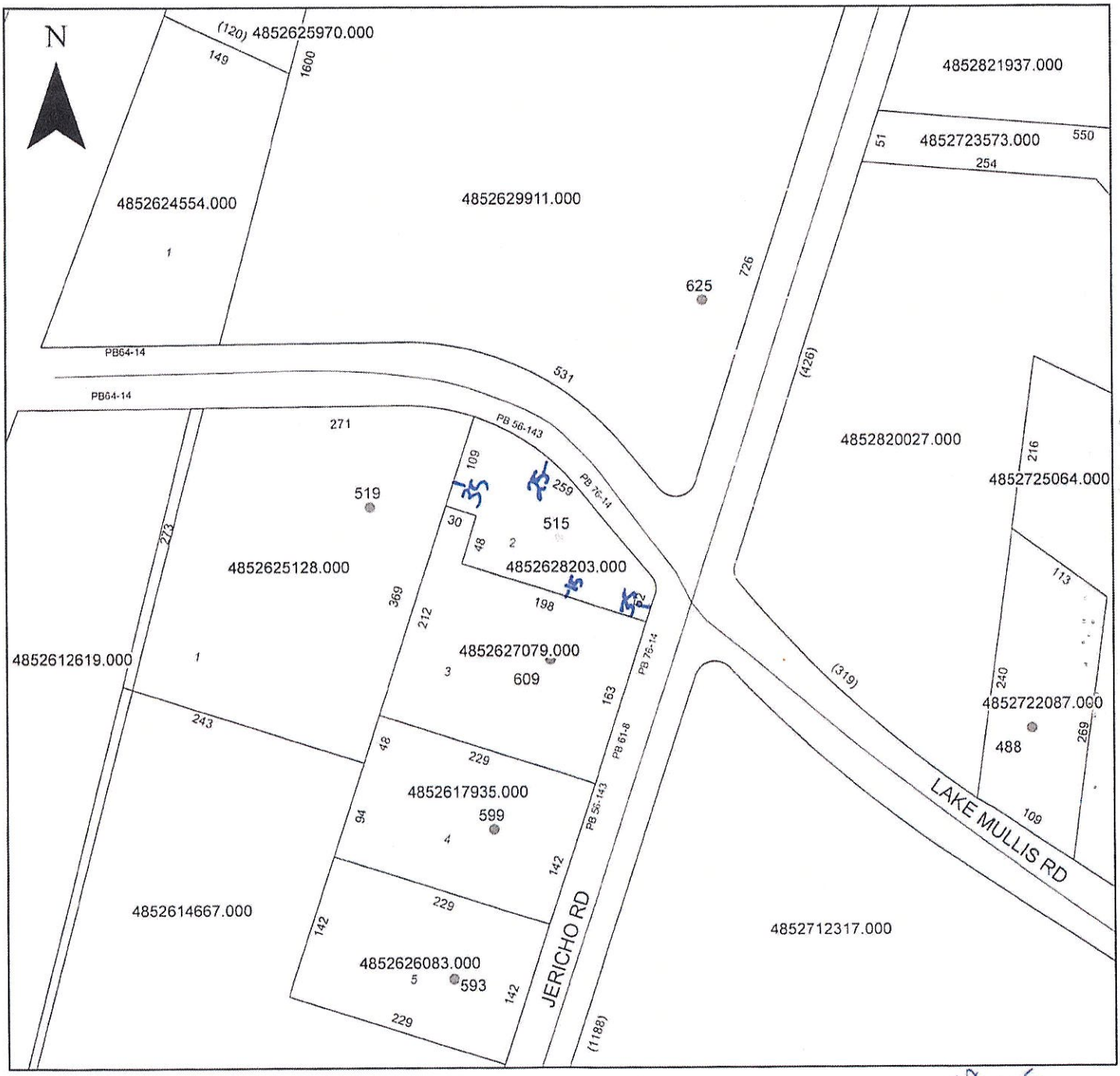
The applicant certifies that there are no deed restrictions, contractual agreements or governmental regulations of any kind that interfere with or prohibit the use of the property or the use for which this permit is requested. The applicant further acknowledges that enforcement of deed restrictions,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

Date: 02/09/2022

Signature of Owner/Contractor

Permit Number	325492	TOTAL FEES:	$77.25

ZONING DISCLAIMER



Property Address 515 Lake Mullis Rd

RA D.605 NB

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.

Brenda Attwell

Applicant

02-09-22

Date