

18930 BRIGADOON PL

00133137

8/15/08

marliwr

Groundwater and Wastewater Services File Imaging Project
May 2007
Barcode Font = IDAutomationHC39M

THE
INFILTRATOR®
Chamber System



Initial visit - new house not marked, asked architect to contact me after this has been done.

12-31-96 Architect calls to tell me lot will be marked by 1-1-96

1-6-96 Lot marked - septic tank and drainfield will be taken in by new house. Flagged 50' radius off well and placed 4 drainfield corner flags in the front yard for a proposed drainfield replacement area. Architect said he would call back after looking at this.

INFILTRATOR®
SYSTEMS INC
Leading the way in septic and stormwater chamber systems
4 Business Park Road • P.O. Box 768 • Old Saybrook, CT 06475
800-221-4436

Mecklenburg County
Health Department

M E M O R A N D U M

TO: Susan Uzzell
Accountant II

FROM: Sylvia D. Daniel, R.S.
Program Chief

Date: August 6, 1997

Ref: 18930 Brigadoon Place/File 18328

SUBJECT: Refund

(Mr./Mrs./Co.) Mr. Edward Ruff originally paid $200.00

for expansion of existing system on December 18, 1996

A refund should be issued for $150.00 because

owner will connect to municipal sewer for proposed new residence rather

than expand existing system, $50.00 fee is applicable for site visit.

Please make check payable to: Edward C. Ruff

3700 Arbor Way

Charlotte, NC 28211

FEE: 200.00
DATE: 12/18/96
PK #0706

APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM

[ ] CRT

TYPE APPLICATION: __ NEW SYSTEM ✓ EXPANSION/ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT,
HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FILE #: 18328

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 01-133-17-37-47

STREET ADDRESS: 18930 BRIGADOON PLACE

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 265 Sec 2

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)
__ DOUBLE WIDE (D)
✓ HOUSE (H)
__ MODULAR HOME (M)
__ MULTIPLE FAMILY (U)
__ OTHER (O)

TOWNSHIP (CHECK ONE):

✓ 0 MECKLENBURG
__ 1 CHARLOTTE
__ 2 DAVIDSON
__ 3 CORNELIUS
__ 4 PINEVILLE
__ 5 MATTHEWS
__ 6 HUNTERSVILLE
__ 7 MINT HILL

HEATED SQUARE FOOTAGE: 2400

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT ON SLAB
✓ CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:
REMOVE CURRENT TRAILER & BUILD SINGLE FAMILY RESIDENCE

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE):
__ COMMUNITY (C)
__ MUNICIPAL (M)
✓ PRIVATE WELL (P)
__ SHARED WELL (S)
__ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES __ NO
EXISTING WASTEWATER SYSTEMS ✓ YES __ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES __ NO
WELL, SPRINGS OR WATERLINES ✓ YES __ NO
DESIGNATED WETLANDS __ YES __ NO

PROPERTY OWNER:

NAME: RUFF EDWARD C. & JOAN F.
(LAST) (FIRST) (MI)

ADDRESS: 3700 ARBORWAY

CITY: CHARLOTTE STATE: N.C. ZIP: 28211

DAYTIME PHONE: (704) 379-9119 (W) OR 364-7332 (H)

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 10-22-76 (COPY ENCLOSED)

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Edward C. Ruff Joan F. Ruff DATE: 12-16-96

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102


1996

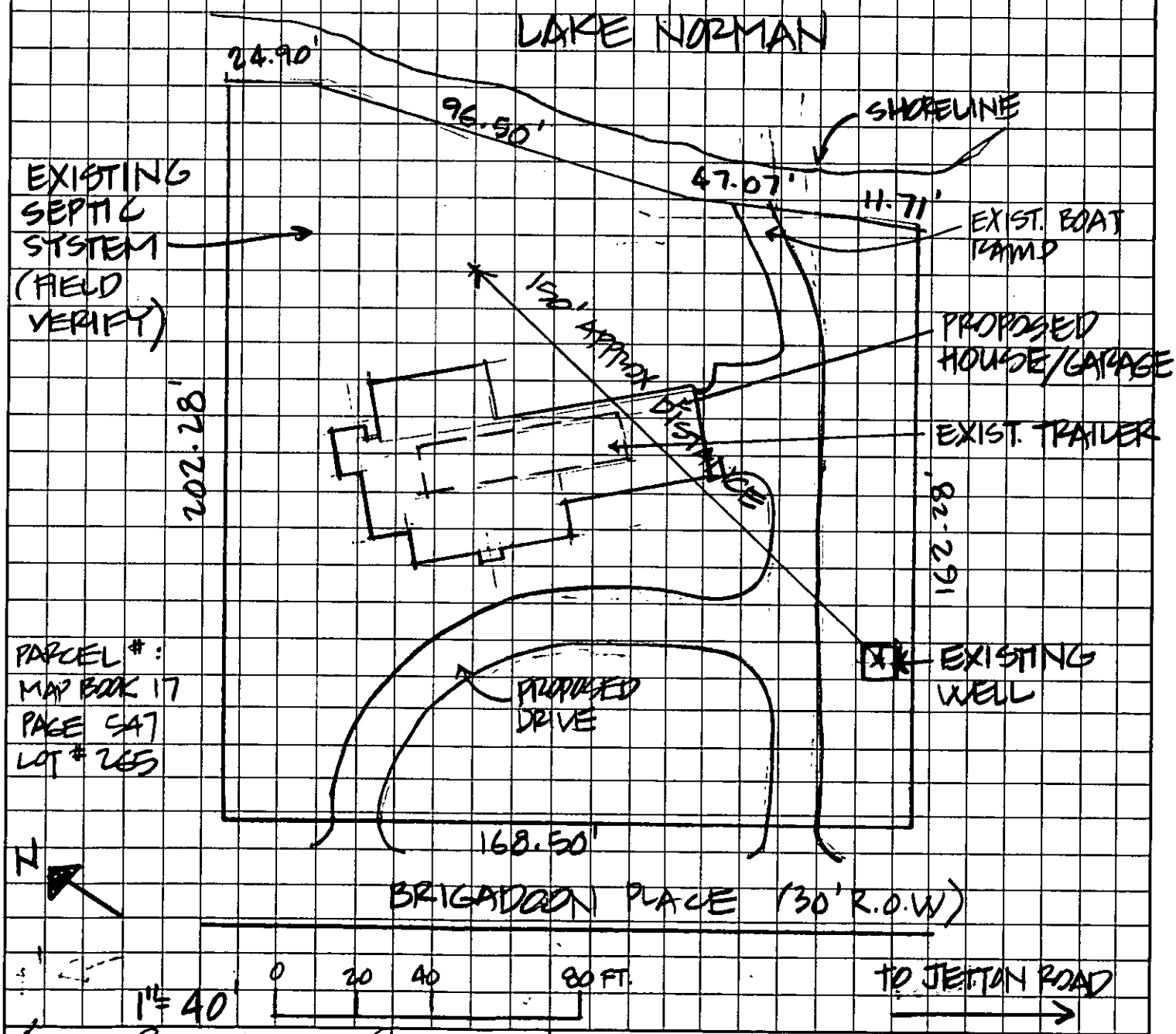
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 18328

TC: 001-331-37

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



Edward M Ruff Joan F Ruff
OWNER/AGENT SIGNATURE

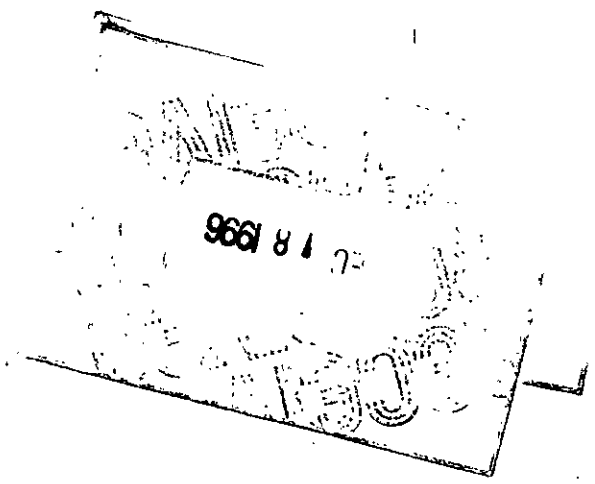
DATE 12-16-96

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy



Date Received 10-22-81

SEE INSTRUCTIONS ON BACK
MECK COUNTY DEPARTMENT OF
RECEIVED
OCT 19 1981
ENVIRONMENTAL HEALTH

ICAR(S) Application No 1[illegible]

T C No [illegible]

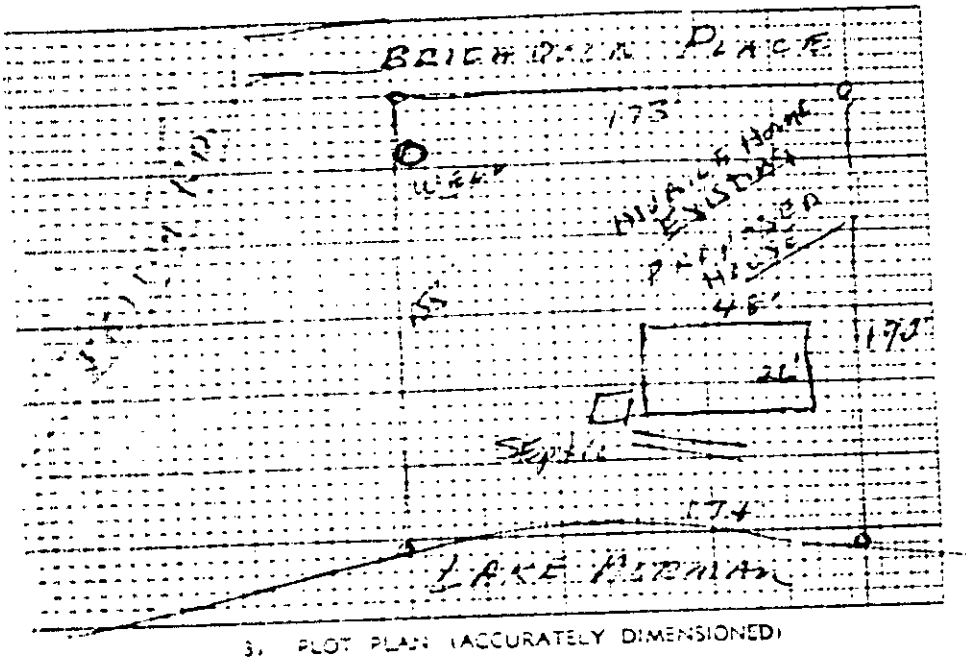
Map Date [illegible]

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH

Application for an
Installation, Construction, Alteration, and/or Repair Permit
Individual Septic Tank System with Subsurface, Soil Absorption, Effluent Discharge

The owner of that property described hereinafter hereby applies to the Mecklenburg County Department of Environmental Health for a permit to:

[ ] Install or Construct a [ ] Alter or Repair an individual septic tank wastewater treatment system with a subsurface soil absorption effluent discharge.



3. PLOT PLAN (ACCURATELY DIMENSIONED)

4. Mobile Home [ ] Yes [ ] No
Residence [ ] Yes [ ] No

4. No of Bedrooms 3

5. Business Use - Max No Employees [illegible]

6. Washing Machine [X] Yes [ ] No

7. Garbage Disposal [ ] Yes [X] No

8. Dishwasher [X] Yes [ ] No

9. Water Supply
A. Individual Well [X]
B. Governmental System [ ]
C. Community System
1. Well source [ ]
2. Governmental source [ ]

10. Sewage System
House located within 200 feet of public sewer [ ] Yes [X] No
House located within 200 feet of community sewer [ ] Yes [X] No

11. FHA Case No. [ ]

12. VA Case No [ ]

13. NAME OF OWNER GARVEY (LAST) JOHN (FIRST) W. (MIDDLE)

14. ADDRESS OF OWNER Rt. 2, Box 546 D, Huntersville, N.C. 28

15. PHONE NO Home 892-6574 Office [ ]

16. LOCATION OF SYSTEM BRIARWOOD PLACE (STREET OR COUNTY ROAD)

17. SUBDIVISION 2 Lot No. 265 Block No. [ ]

Map Book No 17 Page No. 547

18. DEED REFERENCE — DEED BOOK 3146 AT PAGE 153

19. SOIL INVESTIGATION BEEN RUN? [X] YES [ ] NO DATE RUN 6/15/82 10/18/82

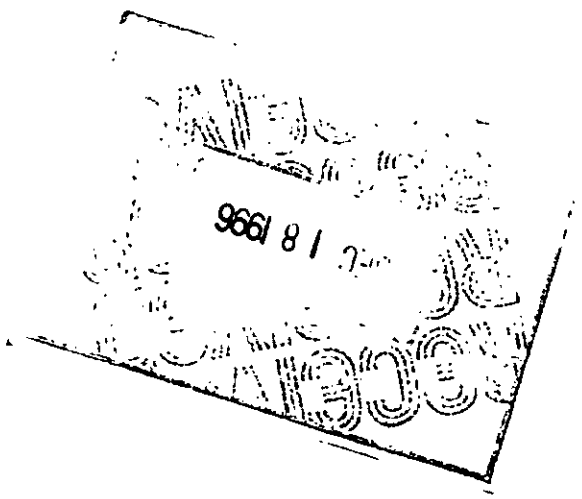
20. Fee Number See Instructions 25327

I, the undersigned, hereby agrees that he has read the foregoing application and that the contents [illegible] understood that any permit applied for herein shall be void and of no effect if any of the above facts are not true

DATE OF APPLICATION [illegible]

John W. Garvey
OWNER

ENVIRONMENTAL HEALTH DEPARTMENT'S COPY


1996

STATE OF NORTH CAROLINA }
COUNTY OF MECKLENBURG }

'76 OCT 17 10 31 AM

24

THIS DEED, made this 22nd day of October , 1976 ,

from CRESCENT LAND & TIMBER CORP., a corporation organized under the laws of the State of South Carolina, hereinafter called "Grantor", to

JOHN W. GARVEY (Single)

hereinafter called "Grantee" (whether one or more, individual or corporation);

WITNESSETH:

That the said Grantor in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said Grantee and Grantee's heirs, successors and assigns, all of that certain tract of land situate, lying and being in Mecklenburg County, State of North Carolina, said land being more particularly described as follows:

BEING Lot 265 in Section 2 , as shown on map recorded in Map Book 17 at page 547 in the office of the Register of Deeds for Mecklenburg County AND BEING a part of the property conveyed to Crescent Land & Timber Corp. by deed of Duke Power Company recorded in Book 3146 at page 153 in the office of the Register of Deeds for said County

This conveyance is made subject to the following easements, reservations, conditions and restrictions

1. That said lot shall be used only for single family recreation and/or single family residence purposes.

2. That not more than one private single family residential dwelling, together with accessory buildings and facilities normally incident to a private single family residential home site shall be constructed upon the said lot.

3. Said lot shall not be used for business, commercial, industrial, condominium, apartment or other multi-family residential uses.

4. Subdivision of the land conveyed by this deed into two or more lots is expressly prohibited except where

A. Every lot resulting from such subdivision shall contain at least 30,000 square feet in area; and

B. Every lot resulting from such subdivision, if any part of any boundary line of that lot is within one hundred fifty (150') feet distance from one of the Catawba River lakes, shall have a lake or water front width of seventy-five (75') feet or more. The lake or water front width shall be measured on a straight line between the two points at which the side lines of said lot intersect with Duke Power Company's lake property.

5. No part of any building shall be constructed nearer than ten (10') feet from any lot line or nearer than fifty (50') feet from the contour shown on the aforesaid map; provided, however, existing buildings located on the land conveyed hereby may remain where they are;

6. No trucks, trailers or other vehicles (other than permanently installed mobile homes) shall be placed upon said lot and used as a building.

7. No refuse, garbage, rubbish or waste of any kind shall be dumped upon or allowed to remain upon any portion of said lot nor shall any refuse, garbage, rubbish or waste of any kind be placed upon or allowed to remain upon said lot.

8. No illegal, offensive or obnoxious use shall be made of said lot nor shall a nuisance be maintained thereon;

9. Grantee will construct and maintain in accordance with the requirements of local Health Departments and the State Board of Health, either an outside toilet or an inside sewage system and septic tank or an inside sewage system connected to a utility system meeting the aforesaid governmental requirements;

10. Grantee will not permit any use of the premises and buildings thereon by the general public for compensation or otherwise, provided that this provision shall not preclude normal visiting by and entertainment of Grantee's nonpaying guests, and provided further, that this provision shall not preclude Grantee's leasing his single family residential building to a third party for use in compliance with the restrictions herein contained;

11. Any water system used to supply said lot shall comply with the regulations of local Health Departments and the State Board of Health;

12. Grantor reserves unto Duke Power Company, its successors and assigns, an easement over a ten foot (10') wide strip of land across said lot, said strip adjoining the road contiguous to said lot and said road being the road shown on the recorded map, for the installation, maintenance and operation of utilities, including electric, telephone, radio and television transmission cables, and other service facilities, together with the accessory right to locate guy wires, braces or anchors, and to cut, trim or remove trees and plantings wherever necessary upon said lot in connection with such installation, maintenance and operation;

13. Grantor reserves unto Duke Power Company, its successors and assigns, an easement for the maintenance and operation of any existing electric distribution lines that may be located upon said lot and not located in the ten foot (10') easement described above, together with the right to cut, trim or remove any trees and plantings wherever necessary in connection with such maintenance and operation.

14. Grantor reserves for itself, its successor and assigns, an easement over a ten-foot wide strip running along the inside of all side lot lines of said lot together with the right to, but not the obligation to, construct and maintain drainage ditches, slopes or storm sewers. In the event that Grantee has now a presently existing structure on said strip, then the strip shall detour around said structure (keeping within the aforesaid lot lines and having a ten-foot (10') width from the edge of the structure) and except for said detour, run along said side lot lines with said ten-foot width;

15. Grantor reserves unto Duke Power Company, its successors and assigns, the right to deposit by air upon the land herein conveyed any emissions arising from or associated with the operation of the electric power plant or plants now constructed or to be constructed on the Catawba River or its tributaries by the said Company.

16. No owner of said lot shall have any claim or cause of action against Grantor, its affiliates or its licensees arising out of the exercise or non-exercise of any easement or other right reserved hereunder or referred to herein except in cases of willful or wanton misconduct;

17. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

18. In the event Duke Power Company, its successors or assigns, hereinafter acquires title to the property conveyed hereby, none of the restrictions, easements, conditions, or reservations herein contained shall preclude or be construed to preclude said Company from using said property for any of the following purposes: (1) electric generating plant(s), including ancillary facilities for construction and operation of the electric generating plant(s), (2) electric substation(s) and transmission lines, together with necessary rights of way for the construction of said substation(s) and lines and ingress and egress thereto, (3) Exclusion Area(s), as now or hereinafter defined in 10 CFR § 100.3, as amended, (4) sewer line(s), and (5) water supply line(s), and

19. Every restriction, easement, condition and reservation set out herein or referred to herein is hereby declared to be independent of and severable from each other, and if any of same shall be held by a court of competent jurisdiction to be invalid or unenforceable all the remainder of said easements, conditions, reservations and restrictions shall continue unimpaired and in full force and effect.

20. If an existing access road crosses the lot herein conveyed, the right of ingress and egress over said road is reserved for the purchasers of recreational lots served by said road, their heirs, successors and assigns, and for Grantor, its successors and assigns, until such time as roadways are constructed within the road rights of way designated as access roads on the recorded maps of Grantor for the section and lot herein conveyed.

the Grantor, its successors and assigns [illegible] Ten ($10.00) Dollars any rights of way for ingress and egress which may be acquired by Grantee whether by operation of law or otherwise, over any lands of Grantor and any lands formerly of Grantor heretofore conveyed to others, except those rights of way for access shown upon the recorded maps of Grantor for the section and lot herein conveyed. This option shall remain in effect for a period of time equal to the period established in the Option to Purchase given by Grantee to Duke Power Company by instrument of even date herewith to be recorded. This option shall run with the land and shall be binding upon the Grantee, Grantee's heirs, successors and assigns.

As part of the consideration for this conveyance, Grantee hereby releases and forever quitclaims unto Grantor all Grantee's right, title and interest in and to any adjoining or nearby lands, the record title to which is in Grantor, except such interest in said adjoining or nearby lands as Grantee holds pursuant to a written instrument between Grantor and Grantee which instrument is still valid after the recording of this deed. By delivering and accepting this deed Grantor and Grantee acknowledge and agree that the Lease between them dated prior to the recording of this deed and including all or part of the land hereby conveyed is hereby terminated.

By accepting this deed Grantee signifies his understanding that Grantor specifically makes no promises, covenants, warranties or guarantees relative to

1. The continued existence of any lake;

2. The purity or any other characteristic of the water in any lake;

3. The maintenance of any particular water level at any time or season in any lake;

4. Any right to use for any purpose or any right to access to the water of any lake; and

5. Any right to construct piers, docks, boathouses, or any other improvements of any sort except upon the land conveyed hereby in keeping with the aforesaid restrictions, easements, conditions and reservations.

By accepting this deed Grantee signifies his understanding that Duke Power Company has certain privileges and easements affecting the property hereby conveyed which include the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of the Catawba River and its tributaries upon and over said property, as more specifically described in the deed from Duke Power Company to the Grantor recorded in the office of the Register of Deeds in the aforesaid County.

TO HAVE AND TO HOLD the aforesaid tract of land and all privileges and appurtenances thereto belonging to said Grantee, and Grantee's heirs, successors and assigns, to their only use and behoof forever, except that this conveyance is made subject to the easements, reservations, conditions and restrictions set out above and to all other conditions, easements, reservations and restrictions of record.

And the said Grantor for itself and its successors and assigns covenants with the said Grantee and Grantee's heirs, successors and assigns, that it is seized of said premises in fee and has right to convey the same in fee simple, that the same is free and clear from all encumbrances and that it will warrant and defend said title to the same against the lawful claims of all persons whomsoever, except that this conveyance is made subject to the reservations, easements, conditions and restrictions set out above or of record and to the taxes for the current year which Grantee hereby assumes and agrees to pay.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officials this the day and year first above written.

CRESCENT LAND & TIMBER CORP.

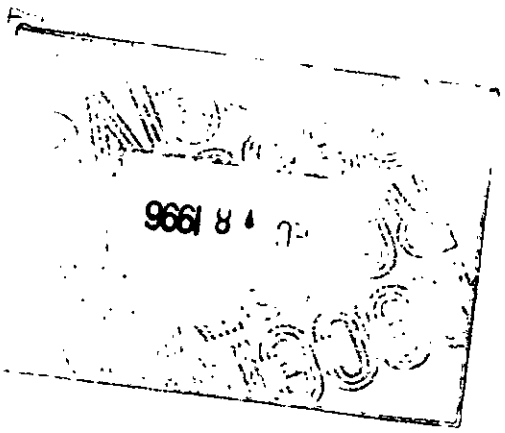
By _____ President

ATTEST:

By _____ Secretary

STATE OF NORTH CAROLINA

Real Estate Excise Tax $10.00



Mecklenburg County

This page is left in the original file as a placeholder. The following item(s) were removed from the original file prior to scanning and returned post scanning:

Large-format Drawings

Original File Number: 18328 / 18930 Bridadoon Place Lot 365

Box Number: 15

Number of pages associated with file: 1

General Comments: _____

_____

_____

_____

Imaging Solutions and Services, Inc.