

2900 HIGH RIDGE RD

22710402

5/29/08

marliwr

Groundwater and Wastewater Services File Imaging Project
May 2007
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100.00 VISA 10/1/04 DKA

ACS

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

☐ CBT

Mecklenburg County Health Dept.
Environmental Health Division
c/o Hal Marshall Ctr., Suite 211,
700 N. Tryon St.
Charlotte, NC 28202
(704)336-5102

Phclo
file 16837

PERSON FILING APPLICATION:
NAME: Sigmon (last) Elizabeth (first) K. (mi) *
ADDRESS: 2702 Oxborough Ln PHONE: 704 844-6756
CITY: Matthews STATE: NC ZIPCODE: 28105

* Purchasing Property as of 10/1/04

Date: 10/1/04

PROPERTY INFORMATION (FROM ENGINEERING PERM):
TAX/PARCEL NUMBER: 22710402
STREET ADDRESS: 2900 High Ridge Rd. Charlotte NC 28270
ZONING: Residential

PROPERTY OWNER:
NAME: Wright (last) Theodore (first) M (mi)
ADDRESS: 2700 High Ridge Rd PHONE: (__) ____
CITY: Charlotte STATE: NC ZIPCODE: 28270

SUBDIVISION OR MOBILE HOME PARK NAME: Providence Plantation

Township (check one):
☐ 0 Mecklenburg County ☐ 2 Davidson ☐ 4 Pineville ☐ 6 Huntersville
☒ 1 Charlotte ☐ 3 Cornelius ☐ 5 Matthews ☐ 7 Mint Hill

TYPE APPLICATION (check one):
LOT NUMBER: L23 B36 PM 15:30 LOT SIZE (in acres): 1.007

☐ EXCHANGE MOBILE HOME - SAME # BEDROOMS (V)
☐ ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or N)
☐ COMMERCIAL OR INDUSTRIAL (N)
☒ ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)

NUMBER BEDROOMS: 5 NUMBER OCCUPANTS: 4

RESIDENTIAL PROPERTY (Type Building, check one):
☐ SINGLE MOBILE HOME (S) ☒ HOUSE (H) ☐ MULTIPLE FAMILY (U)
☐ DOUBLE WIDE (D) ☐ MODULAR HOME (M) ☐ OTHER _____ (O)

SYSTEM CLASSIFICATION:

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business _____ # Employees ___ Per Shift ___ ___ ___
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
☐ Community (C) ☐ Shared Well (S)
☐ Municipal (M) ☐ Other 'spring' (O)
☐ Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
☐ Swimming Pool ☐ Jacuzzi ☐ Stable/Barn ☐ Workshop
☐ Garage ☐ Storage Building ☐ Deck/Patio ☐ Bedrooms
☒ None ☐ Other Converting Existing Screen Porch to Heated Sunroom

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: Elizabeth C Sigmon Date: 10/1/04

NOTICE:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the the request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules For Sanitary Sewage Collection, Treatment And Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

...No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair approval is granted by this Department.

...This permit is not transferable.

... Approval granted for a sunroom addition

... use existing system

☐ IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
☐ MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
☒ ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

Phil A. Walker RS 10/6/04
Environmentalist Date

WATER : 122791

C of A (s) No. 6837

Date Issued 11-10-80 Serial 4120 T. 227-104-02

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL HEALTH DIVISION

~~CERTIFICATE OF COMPLETION~~

CERTIFICATE OF APPROVAL

(Individual Septic Tank System with Subsurface, Soil Absorption, Effluent Discharge)

Name of Owner John R. Poore Builder
(LAST, FIRST, MIDDLE)

Location of Property 1414 High Ridge Road

Application Number 6837 Permit Number 6837

Inspection Data:

Liquid Capacity of Tank 1500 Tank Material P/C

Total Length of Drain Tile 60'-167' Number of Lines 3-4

Depth of Filter Material 17 Cover Depth 24"-20"

Water Supply Source Well Distance from Water Source 50'+

Excavation Inspected 11-10-80 (DATE) Tank Inspected 11-10-80 (DATE)

Nitrification Field Inspected 11-10-80 (DATE)

Washing Machine Line Inspected, If Applicable 11-10-80 (DATE)

The undersigned has inspected the Individual Septic Tank System with subsurface, soil absorption, effluent discharge as described above and it has been ~~___~~ installed or constructed, ~~____~~ altered or repaired in accordance with the permit issued and the regulations of the Mecklenburg County Health Commission in effect on the date of issuance of the permit. The issuance of this Certificate of Approval does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This Certificate of Approval is issued subject to those restrictions and conditions shown on the permit(s) in addition to those listed below under comments. This Certificate of Approval shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Comments

Maxwell Edwards
Environmentalist

EHD-5-76

Environmental Health Department's Copy

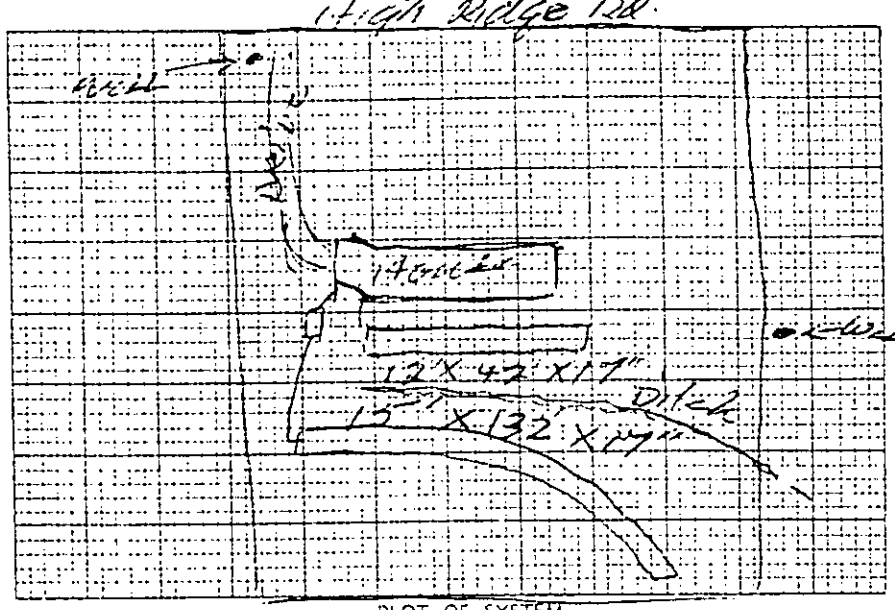
Date Issued 11-7-80 Serial No. 4367 ICAR(S) Permit No. 6837

T. C. ~~No~~ 127-104-02

Map Date

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH
INSTALLATION, CONSTUCTION, ALTERATION, AND/OR REPAIR PERMIT
(Individual Septic Tank System with Subsurface, Soil Absorption, Effluent Discharge)

Permission is hereby given to ✓ Install or Construct, ____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in application 6837, dated 10-28-80 and this permit shall be void and of no effect if the information provided in the application is not true or is erroneous. All work shall be completed on or before 12-7-80, after which date this permit shall be null and void.



PLOT OF SYSTEM

Permeability Rate P/S

Liquid Capacity of Tank 1250

Tank Construction P/C

Absorption and/or Nitrification Lines:

Total Line Length 660-167

Number of Lines 5-4

Distance from House 10'+

Distance from Property Line 10'+

Distance from Well 50'+

NAME OF OWNER John R. Poore Builder

LOCATION OF PROPERTY High Ridge Rd

The system shall meet all of the construction requirements as set forth in the Regulations of the Mecklenburg County Health Commission which are in effect on the date of the granting of this permit. A certificate of approval must be issued by the Environmental Health Director before any system can be covered up or otherwise rendered uninspectable or can be used. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

Comments: Septic Tank Field 15' X 132' X 17" Stone
Washing Machine Field 12' X 42' X 17" Stone

Division or Section Head

Marshall Edwards
Environmentalist

* If this permit is for the installation or construction of a new system, it must be signed by the division or a section head of the Department of Environmental Health in order to be valid. Only the signature of the Environmentalist is required where an existing system is being altered or repaired.

EHD-5-76

Environmental Health Department's Copy

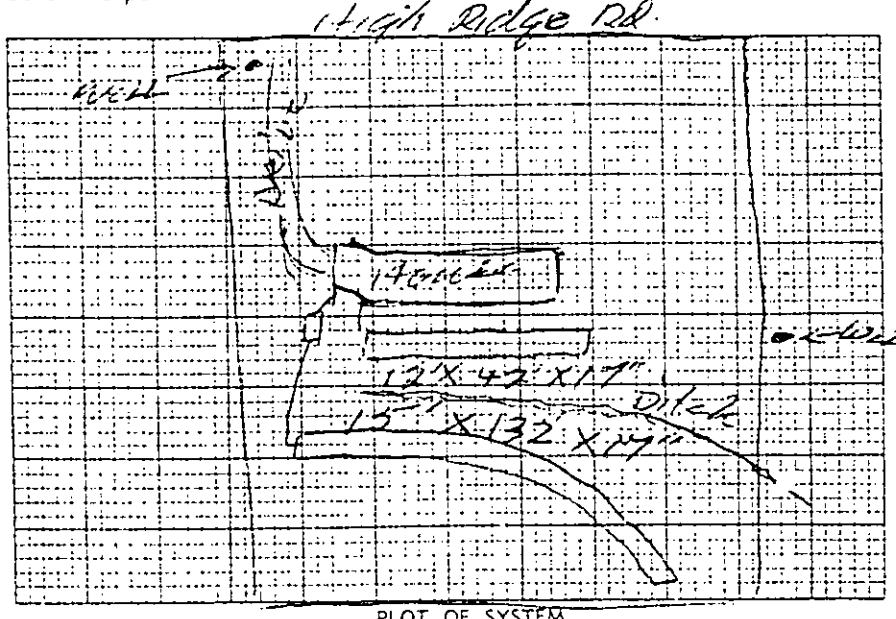
Date Issued 11-7-80 Serial No. 4367 ICAR(S) Permit No. 6837

T. C. ~~76~~ 127-104-02

Map Date _____

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH
INSTALLATION, CONSTUCTION, ALTERATION, AND/OR REPAIR PERMIT
(Individual Septic Tank System with Subsurface, Soil Absorption, Effluent Discharge)

Permission is hereby given to ✓ Install or Construct, ____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in application 6837, dated 10-25-80 and this permit shall be void and of no effect if the information provided in the application is not true or is erroneous. All work shall be completed on or before 12-7-80, after which date this permit shall be null and void.



PLOT OF SYSTEM

Permeability Rate P/S

Liquid Capacity of Tank 1-500

Tank Construction P/C

Absorption and/or Nitrification Lines:

Total Line Length 660-167

Number of Lines 5-4

Distance from House 10'+

Distance from Property Line 10'+

Distance from Well 50'+

NAME OF OWNER John R. Poore Builder

LOCATION OF PROPERTY High Ridge Rd

The system shall meet all of the construction requirements as set forth in the Regulations of the Mecklenburg County Health Commission which are in effect on the date of the granting of this permit. A certificate of approval must be issued by the Environmental Health Director before any system can be covered up or otherwise rendered uninspectable or can be used. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

Comments: Septic Tank Field 15'X132'X17" Stone
Washing Machine Field 12'X42'X17" Stone

_____ Marshall Edwards
Division or Section Head Environmentalist

* If this permit is for the installation or construction of a new system, it must be signed by the division or a section head of the Department of Environmental Health in order to be valid. Only the signature of the Environmentalist is required where an existing system is being altered or repaired.

EHD-5-76

Environmental Health Department's Copy

To: J

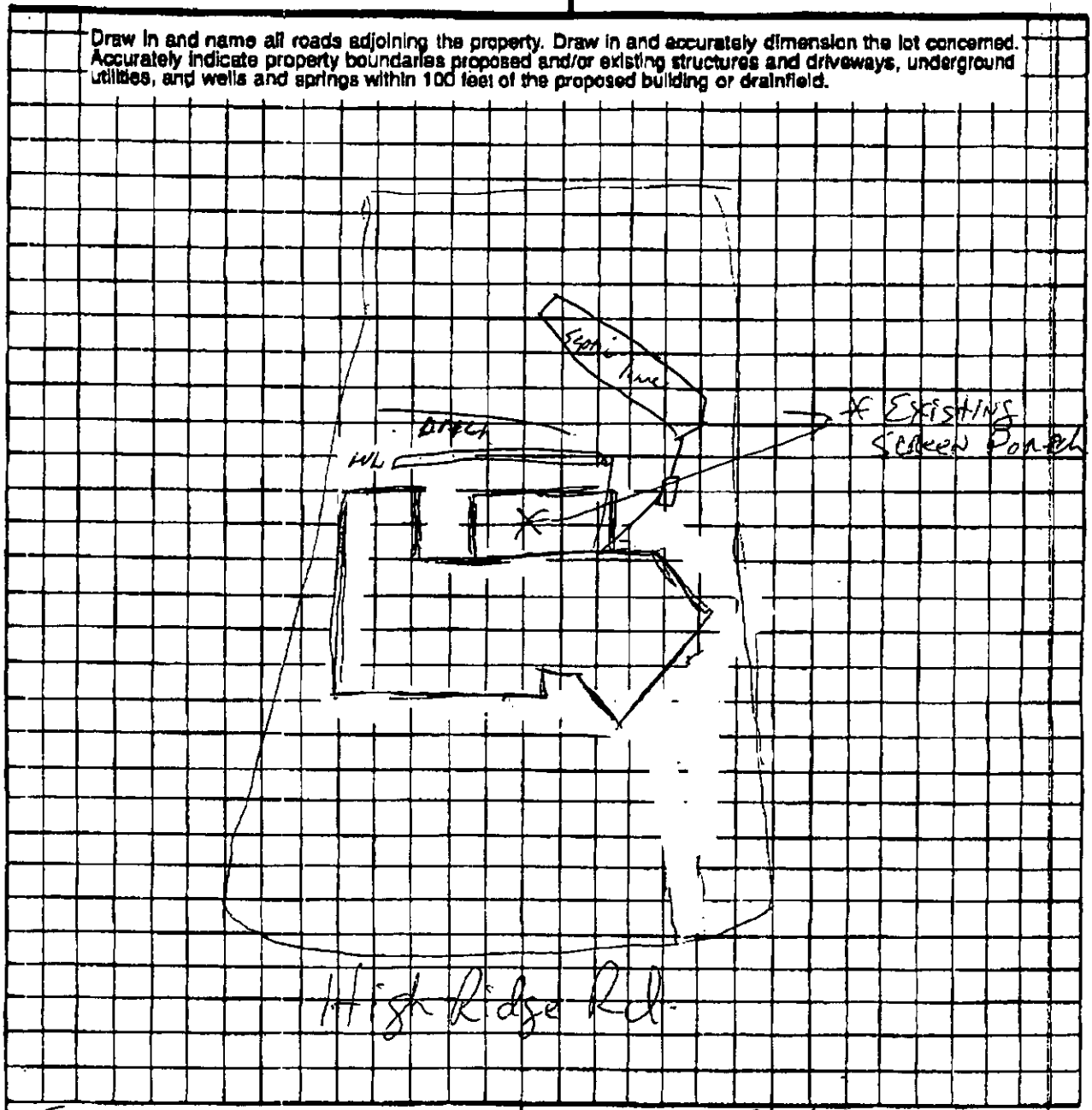
PROPOSED PLOT PLAN

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

FILE: _____

TC: _____

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.



Robert Sigmon
OWNER/AGENT SIGNATURE

DATE 10/1/04

APPROVAL DATE 10/6/04

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

OFFER TO PURCHASE AND CONTRACT

William F. Sigmon, Elizabeth K. Sigmon, as Buyer, hereby offers to purchase and Theodore M. Wright, Elizabeth N. Wright, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of _____, State of North Carolina, being known as and more particularly described as: Street Address 2900 High Ridge Road Zip 28270
Legal Description: L23 B3p M18-301
(☒ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County.)
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:
None

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: None

4. **PURCHASE PRICE:** The purchase price is $ 439,000.00, and shall be paid as follows:
(a) $ 4,500.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ (to be deposited and held in escrow by ALLEN TATE COMPANY ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ 0, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ 0, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 434,500.00, BALANCE of the purchase price in cash at Closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of $300,000.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 6.000 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 5 days of the Effective Date of this contract. Buyer

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
STANDARD FORM 2 - T
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Buyer Initials WFS EKS Seller Initials TNW ENW

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(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

☐ **ALTERNATIVE 2:** *(This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)* (a) **Property Investigation with Option to Terminate:** In consideration of the sum of $ _____ (do not insert $0, N/A, or leave blank) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).
(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date, excluding matters of survey. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.
(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

15. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before October 7, 2004, at a place designated by Buyer. The deed is to be made to William T. Sigmon, Elizabeth E. Sigmon.

16. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a Seller Possession After Closing Agreement is attached.

17. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
Seller to provide 1 year home buyer's warranty at a cost not to exceed $480

18. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

19. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

20. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

21. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

22. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. *Nothing* contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

Buyer Initials WT EES Seller Initials T Estes

STANDARD FORM 2-T
10/7/2004
T5272048.EFX

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23. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: September 9, 2004 Date: Sept 10, 2004

Buyer _____ (SEAL) Seller _____ (SEAL)
William T. Sigmon Theodore M. Wright

Date: September 9, 2004 Date: Sept 10, 2004

Buyer _____ (SEAL) Seller _____ (SEAL)
Elizabeth R. Sigmon Elizabeth M. Wright

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date September 9, 2004 Firm: ALLEN TATE COMPANY

By: _____
(Signature)
Gail Redmond

Selling Agent/Firm/Phone Gail Redmond Allen Tate Realtors (704) 541-6200
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone Betty Scarborough ReMax Executive Realty (704) 342-8870
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

STANDARD FORM 2 - T
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FROM : SCARBOROUGH-704-849-8965 PHONE NO. : 704 8498965 Sep. 09 2004 10:08PM P6