

HARNETT COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION
307 W. CORNELIUS HARNETT BLVD.
LILLINGTON, NC 27546
910-893-7547 PHONE
910-893-9371 FAX

Application for Repair

EMAIL ADDRESS: Amanda@Brownrealestateinc.com

NAME Amanda Butler c/o Brown Property Group PHONE NUMBER 910 223-9960

PHYSICAL ADDRESS 26 Trade Winds Dr

MAILING ADDRESS (IF DIFFERENT THAN PHYSICAL) 2557 Ravenhill Dr Ste 1B Fayetteville, NC 28303

IF RENTING, LEASING, ETC., LIST PROPERTY OWNER NAME Nicole Shinn

SUBDIVISION NAME _____ LOT #/TRACT # _____ STATE RD/HWY _____ SIZE OF LOT/TRACT _____

Type of Dwelling: Modular Mobile Home Stick built Other _____

Number of bedrooms 3 Basement

Garage: Yes No Dishwasher: Yes No Garbage Disposal: Yes No

Water Supply: Private Well Community System County

Directions from Lillington to your site: _____

In order for Environmental Health to help you with your repair, you will need to comply by completing the following:

1. A "surveyed and recorded map" and "deed to your property" must be attached to this application. Please inform us of any wells on the property by showing on your survey map.
2. The outlet end of the tank and the distribution box will need to be uncovered and property lines flagged. After the tank is uncovered, property lines flagged, underground utilities marked, and the orange sign has been placed, you will need to call us at 910-893-7547 to confirm that your site is ready for evaluation.

Your system must be repaired within 30 days of issuance of the Improvement Permit or the time set within receipt of a violation letter. (Whichever is applicable.)

By signing below, I certify that all of the above information is correct to the best of my knowledge. False information will result in the denial of the permit. The permit is subject to revocation if the site plan, intended use, or ownership changes.

A Butler
Signature

6/5/19
Date

HOMEOWNER INTERVIEW FORM

It is important that you answer the following questions for our inspectors. Please do not leave any blanks if possible, and answer all questions to the best of your ability. Thank You.

Have you received a violation letter for a failing system from our office? YES NO

Also, within the last 5 years have you completed an application for repair for this site? YES NO

Year home was built (or year of septic tank installation) unknown

Installer of system _____

Septic Tank Pumper _____

Designer of System _____

1. Number of people who live in house? 2 # adults _____ # children 2 # total
2. What is your average estimated daily water usage? _____ gallons/month or day _____ county water. If HCPU please give the name the bill is listed in _____
3. If you have a garbage disposal, how often is it used? daily weekly monthly
4. When was the septic tank last pumped? 1 wk How often do you have it pumped? _____
5. If you have a dishwasher, how often do you use it? daily every other day weekly
6. If you have a washing machine, how often do you use it? daily every other day weekly monthly
7. Do you have a water softener or treatment system? YES NO Where does it drain? _____
8. Do you use an "in tank" toilet bowl sanitizer? YES NO
9. Are you or any member in your household using long term prescription drugs, antibiotics or chemotherapy? YES NO If yes please list _____
10. Do you put household cleaning chemicals down the drain? YES NO If so, what kind? _____
11. Have you put any chemicals (paints, thinners, etc.) down the drain? YES NO
12. Have you installed any water fixtures since your system has been installed? YES NO If yes, please list any additions including any spas, whirlpool, sinks, lavatories, bath/showers, toilets _____
13. Do you have an underground lawn watering system? YES NO
14. Has any work been done to your structure since the initial move into your home such as, a roof, gutter drains, basement foundation drains, landscaping, etc? If yes, please list _____
15. Are there any underground utilities on your lot? Please check all that apply:
 Power Phone Cable Gas Water
16. Describe what is happening when you are having problems with your septic system, and when was this first noticed?
Tenant reports backing up into the yard. Jones Septic tank service said new drain lines required.
17. Do you notice the problem as being patterned or linked to a specific event (i.e., wash clothes, heavy rains, and household guests?) YES NO If Yes, please list _____

CERTIFICATE OF COMPLETION / OPERATIONAL PERMIT

Name: (owner) H+H Construction New Installation Septic Tank
 Property Location: SR# 2045 TRADEWIND Repairs Nitrification Line
 Subdivision TRADEWINDS Lot # 10
 TAX ID# _____ Quadrant # _____
 Contractor: D.C. Carter Registration # 62

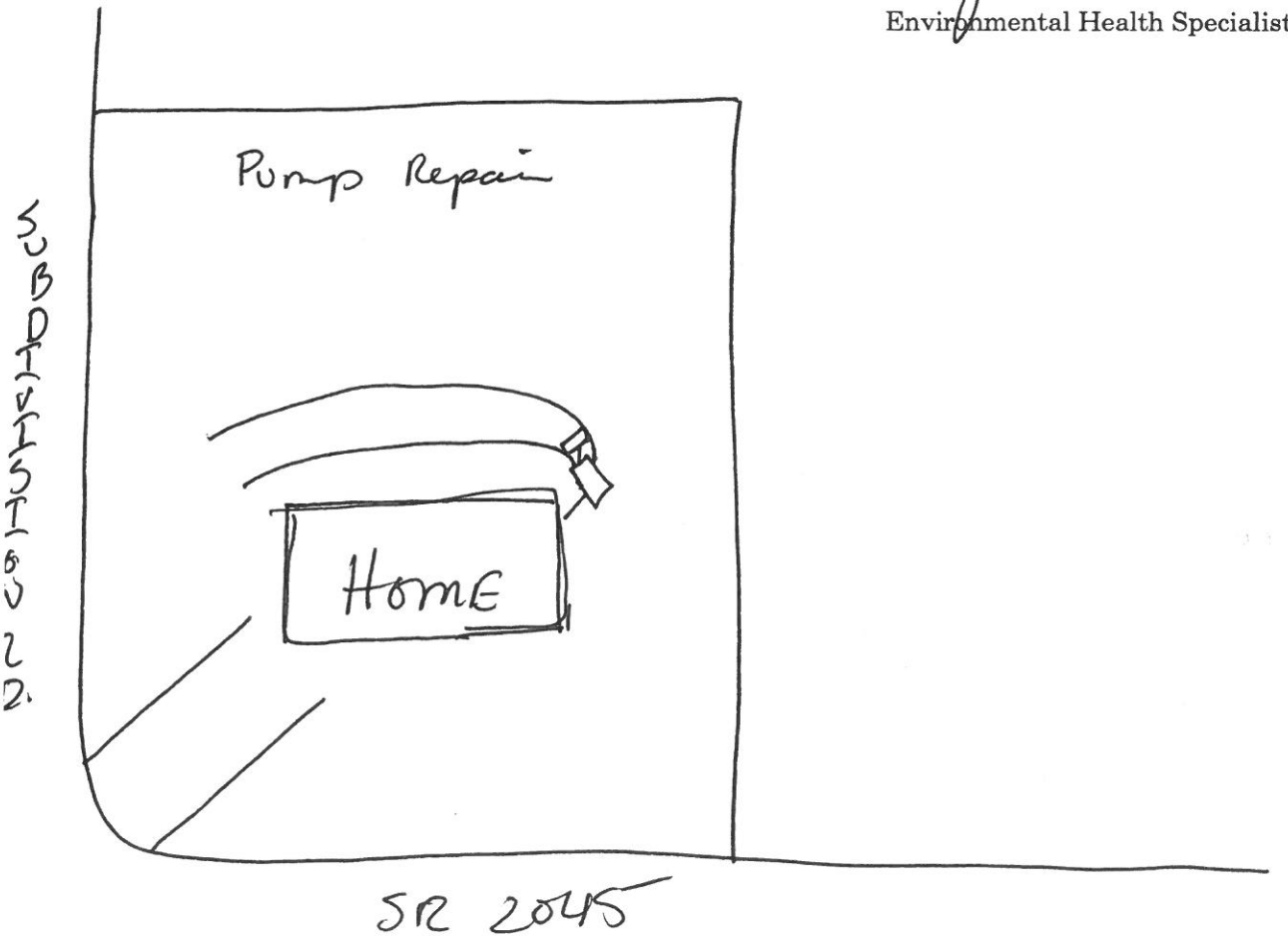
Basement with Plumbing: Garage:
 Water Supply: Well Public Community
 Distance From Well: _____ ft.

Following are the specifications for the sewage disposal system on above captioned property.

Type of system: Conventional Other _____
 Size of tank: Septic Tank: 1000 gallons Pump Tank: _____ gallons
 Subsurface Drainage Field No. of ditches 2 exact length of each ditch 25 ft. width of ditches 3 ft. depth of ditches 24 in.
 French Drain: _____ Linear feet

PERMIT NO. 07937

Date: 2-16-94
 Inspected by: James E. Mandel
 Environmental Health Specialist



IMPROVEMENT PERMIT

Be it ordained by the Harnett County Board of Health as follows: Section III, Item B. "No person shall begin construction of any building at which a septic tank system is to be used for disposal of sewage without first obtaining a written permit from the Harnett County Health Department".

Name: (owner) R/Y Construction New Installation Septic Tank
Property Location: Lot #10 Tradewinds Repairs Nitrification Line
SR 2045

Number of Bedrooms Proposed: 3 Lot Size: 20,000 ft²

Basement with Plumbing: Garage:
Water Supply: Well Public Community
Distance From Well: 50' ft. any existing

Following is the minimum specifications for sewage disposal system on above captioned property. Subject to final approval.

Type of system: Conventional Other _____

Size of tank: Septic Tank: 1000 gallons Pump Tank: _____ gallons

Subsurface Drainage Field No. of ditches 2 exact length of each ditch 75 ft. width of ditches 3 ft. depth of ditches 24 in.

French Drain required: _____ Linear feet

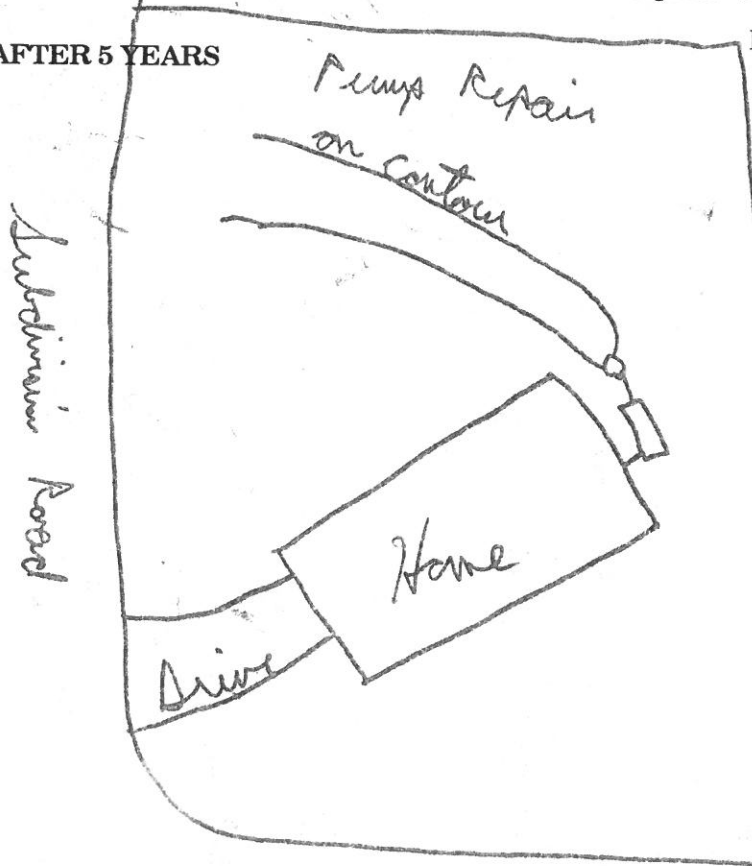
This permit is subject to revocation if site plans or intended use change.

Date: 8-30-93

Signed: Hal Owen

Environmental Health Specialist

VOID AFTER 5 YEARS

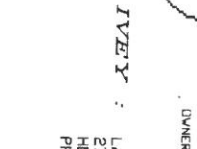


SR 2045

Plat # F Slide 213-A

Plat # Slide 203 B

JOHN M. IVEY
LAND USE PLANNING & SURVEYING
270 BULLARD STREET, P.O. BOX 449
HOPE MILLS, N.C. 28348
PHONE (919) 425-4882
L-1486



STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND
I, JOHN M. IVEY, CERTIFY THAT THIS PLAT
WAS PREPARED BY AN ACTUAL SURVEY MADE
UNDER MY SUPERVISION AND THAT THE PLAT
RECORDED IN DEED BOOK 422, PAGE
422 (ETC.) (OTHER) THAT THE BOUNDARIES
FROM THE SURVEY ARE CLEARLY INDICATED AS DRAWN
PAGE 422 THAT THE RATIO OF PRECISION AS
CALCULATED IS 1:20,000 THAT THIS PLAT WAS
APPROVED IN ACCORDANCE WITH GS 47-20 AS
WITNESSED BY MY ORIGINAL REGISTERATION
NUMBER AND SEAL THIS DAY OF _____ 1986

THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN
AN AREA COVERED BY A SUBDIVISION ORDINANCE
JOHN M. IVEY
REGISTERED SURVEYOR
My commission expires May 28, 1986.

PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION
APPROVED
DATE 8-16-83
DISTRICT ENGINEER
J. A. [Signature]

LEGEND
① HIGH STAKES AT ALL CORNERS
NOTE: HEREIN IS A TRUE COPY OF THE ORIGINAL RECORDATION JURISDICTION OF THE SUBDIVISION AND THAT THIS PLAT IS OUR FREE ACT AND DEED AND THAT I DO HEREBY DEDICATE TO PUBLIC USE AS STREETS, EASEMENTS, FOREVER ALL AREAS SO SHOWN OR INDICATED ON SAID PLAT.
OWNER: [Signature]

NOTES
LOTS 1-4 WILL HAVE ACCESS TO S.R. 2045
BETWEEN LOT 2 AND LOT 7
LOTS 5-8 WILL HAVE ACCESS TO S.R. 2045
ONLY THROUGH A SINGLE DRIVEWAY LOCATED
BETWEEN LOT 6 AND LOT 7.

TRADEWINDS
SECTION ONE
NEAR LILJUNGTON
HARRNETT COUNTY
ANDERSON CREEK TOWNSHIP
JULY 1983
JOHN M. IVEY
REG. L-1486

GRAPHIC SCALE
1 inch = 100 feet
TAX ID. NO. 01-0547-0035



Table with columns: LINK, DIRECTION, DISTANCE, BEARING, DELTA.

REGISTER OF DEEDS
HARRNETT COUNTY, N.C.
I, [Signature], Register of Deeds for Harnett County, North Carolina, do hereby certify that this is a true copy of that registered in my office on [Date] page [Page] of the public records of Harnett County, North Carolina.

Waring, notary of Cumberland Co. N.C.
John F. [Signature]
August 93
C. P. [Signature]

25 August 1983
Plat # F Slide 203 B

97
[Signature]



NOT TO SCALE



2004014348

FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
2004 AUG 03 10:22:53 AM
BK: 1965 PG: 445-448 FEE: \$20.00
NC REV STAMP: \$183.00
INSTRUMENT # 2004014348

HARNETT COUNTY TAX 102
0815 0016 11
8.304 BY 5086

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 183.00

Parcel Identifier No. 01-0545-0016-11 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Thorp and Clarke, P.A., 3620 Legion Road, Hope Mills, NC 28348

This instrument was prepared by: Thorp and Clarke, P.A., 3620 Legion Road, Hope Mills, NC 28348

Brief description for the Index: _____

THIS DEED made this 30th day of July, 2004, by and between

GRANTOR

GRANTEE

John W. Dunn, Jr. and wife,
Gretta Dunn
9408 Heather Court
Manassas Park, VA 20111

Kenneth W. Shinn and wife,
Nicole M. Shinn
26 Tradewinds Drive
Spring Lake, NC 28390

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 or parcel of land situated in the City of Spring Lake, _____ Township, Cumberland County, North Carolina and more particularly described as follows:

BEING all of Lot 10 in a subdivision known as TRADEWINDS, SECTION ONE, according to a plat of the same duly recorded in Plat Cabinet F, Slide 203-B, Harnett County Registry, North Carolina.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____

A map showing the above described property is recorded in Plat Book _____ page _____

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002

Printed by Agreement with the NC Bar Association - 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

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:

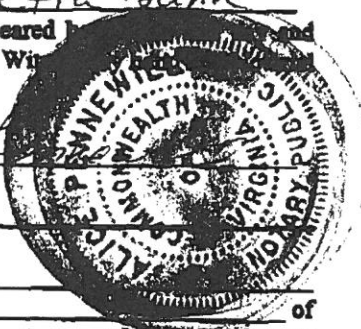
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons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

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

(Entity Name) (SEAL)
By: _____ (SEAL)
Title: Gretta Dunn
By: _____ (SEAL)
Title: _____
By: _____ (SEAL)
Title: _____

State of Virginia - County of Essex
I, the undersigned Notary Public of the County and State aforesaid, certify that Coretta Dunn personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 20 day of July, 2024.
My Commission Expires: 31 July 2025

Notary Public



State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____ a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.
My Commission Expires: _____

Notary Public

State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.
My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

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: Ad valorem taxes. Restrictions and encumbrances of record.

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

(Print Name)

John W. Dunn, Jr. (SEAL)
John W. Dunn, Jr.,

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

With the United States Armed Forces
Stationed at Camp Victory, Iraq

On this the 24 day of July, 2004, before the undersigned officer, personally appeared John W. Dunn, Jr. known to me/satisfactorily proven to be accompanying or serving in or with the Armed Forces of the United States (or to be the spouse of a person accompanying or serving in or with the Armed Forces of the United States) and to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purpose therein contained. And the undersigned does further certify that he is at the date of this certificate a commissioned officer of the rank stated below and is in the active service of the Armed Forces of the United States of America.

MY OFFICIAL CAPACITY UNDER THE
AUTHORITY GRANTED BY TITLE 10 U.S.
CODE SECTION 1044 A

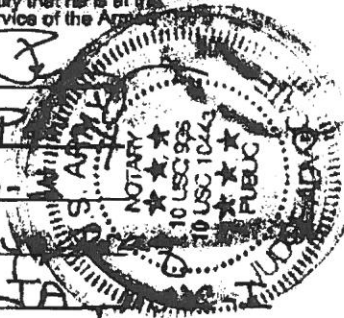
John B. F.
Signature of Officer

CPT - O-3
Print Name of Officer

Camp Victory, Iraq
Rank of Officer

7th Corps, OSTA
Duty Station of Officer

7th Corps, OSTA
Unit of Officer



The undersigned is a duly qualified and authorized Notary Public for the State of North Carolina. This instrument and this certificate are duly registered at the date and time and for the Book and Page shown on the first page hereof.

By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT
Long-term Rental Property

This Exclusive Property Management Agreement is entered into by and between Kenneth W. Shinn, Nicole M. Shinn ("Owner") and Brown Property Group, LLC ("Agent").

IN CONSIDERATION of the mutual covenants and promises set forth herein, Owner hereby contracts with Agent, and Agent hereby contracts with Owner, to lease and manage the property described below, as well as any other property Owner and Agent may from time to time agree in writing will be subject to this Agreement (the "Property"), in accordance with all applicable laws and regulations, upon the terms and conditions contained herein.

1. Property. City: 697 Overhills Rd County: Harnett, NC
Street Address: 697 Overhills Rd Zip Code: 28356
Other Description:

[X] MULTIPLE PARCELS (check if applicable). Additional parcels of real property are the subject of this Agreement, as described in the attached Multi-Parcel Addendum. The term "Property" as used herein shall be deemed to refer to all such parcels unless specifically indicated otherwise.

2. Duration of Agreement. This Agreement shall be binding when it has been signed and dated below by Owner and Agent. It shall become effective on October 1, 2018 ("Effective Date") and shall be for an initial term of One Year NOT LESS THAN 30 DAYS PRIOR TO THE CONCLUSION OF THE INITIAL TERM, EITHER PARTY MAY NOTIFY THE OTHER PARTY IN WRITING OF ITS DESIRE TO TERMINATE THIS AGREEMENT, IN WHICH CASE IT SHALL TERMINATE AT THE CONCLUSION OF THE INITIAL TERM. IF NOT SO TERMINATED, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF One Year EACH UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF ITS DESIRE TO TERMINATE THIS AGREEMENT AT LEAST 30 DAYS PRIOR TO THE CONCLUSION OF ANY SUCH RENEWAL TERM, IN WHICH CASE THIS AGREEMENT SHALL TERMINATE AT THE CONCLUSION OF SUCH TERM.

3. Agent's Fees. For services performed hereunder, Owner shall compensate Agent in the following manner:
[X] A fee ("Fee") equal to the greater of:
(i) Ten Point Zero percent (10.000 %) of total gross rental income received on all rental agreements, or
(ii) \$ 50.00 per month for each month of the Initial Term or any renewal term of this Agreement.
[] Other (describe method of compensation):

[] (Check if applicable) Agent may from time to time provide services for Owner or arrange services for Owner from third-party vendors, including but not limited to services relating to maintenance, repair and/or improvements to the Property. Owner agrees that Owner shall compensate Agent for the provision or arrangement of any such services in the following manner:

Note: No fees may be deducted from any tenant security deposit until the termination of the tenancy. Thereafter, any fees due Agent from Owner may be deducted from any portion of the security deposit due to Owner.

4. Early Termination Fee: IF, PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM OF THIS AGREEMENT, (I) OWNER TERMINATES THIS AGREEMENT WITHOUT LEGALLY SUFFICIENT CAUSE OR (II) AGENT TERMINATES THIS AGREEMENT FOR LEGALLY SUFFICIENT CAUSE, OWNER SHALL PAY AGENT AN AMOUNT EQUAL TO THE FEE AGENT WOULD HAVE BEEN ENTITLED TO RECEIVE DURING THE BALANCE OF THE THEN-EXISTING TERM OF THIS AGREEMENT, TAKING INTO ACCOUNT ANY RENTAL AGREEMENTS IN EFFECT AT THE TIME OF SUCH TERMINATION.

5. Other Fees: Agent may charge tenants reasonable administrative fees permitted by law and retain any such fees, including but not limited to, fees to cover the costs of processing tenant rental applications. If, in Agent's discretion, tenant leases provide for late payment fees and/or returned check fees, such fees, when collected by Agent, shall belong to Brown Property Group, LLC (Owner or Agent). Fees for purposes covered under the Tenant Security Deposit Act will be collected, held and disbursed in accordance with the Act and paragraphs 10, 17, and 21 of this Agreement.



North Carolina Association of REALTORS®, Inc.

REALTOR®

Owner Initials

KS

NS

Agent Initials BB

Brown Property Group, 2557 Ravenhill Drive Fayetteville NC 28303 Robert Brown

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



STANDARD FORM 401 Revised 7/2018 © 7/2018

Phone: 9102239960

Fax:

Shinn

8. **Marketing.** Owner authorizes Agent to advertise the Property in such manner as may be appropriate in Agent's opinion, including the authority to: (Check ALL applicable sections)

- place "For Rent" signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.
- submit pertinent information concerning the Property to any listing service of which Agent is a member or in which any of Agent's associates participates and to furnish to such listing service notice of all changes of information concerning the Property authorized in writing by Owner. Owner authorizes Agent, upon execution of a rental contract for the Property, to notify the listing service of the rental, and to disseminate rental information, including rental price, to the listing service, appraisers and real estate brokers.
- advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Agent may decide.
- display information about the Property on the Internet either directly or through a program of any listing service of which the Agent is a member or in which any of Agent's associates participates, and to authorize other firms who belong to any listing service of which the Agent is a member or in which any of Agent's associates participates to display information about the Property on the Internet in accordance with the listing service rules and regulations. Owner also authorizes any listing service of which Agent is a member or in which any of Agent's associates participates to use, license or sell to others information about the Property entered into the listing service. Owner specifically authorizes the display of the address of the Property, automated estimates of the market value of the Property and third-party comments about the Property. If Owner desires to limit or prohibit Internet advertising as set forth above, Owner must complete an opt-out form in accordance with listing service rules.

(NOTE: NCAR Form #105 may be used to limit or prohibit Internet advertising and explains how such limitations may or may not be effective.)

9. **Responsibilities of Owner.** During the time this Agreement is in effect, Owner shall:

- (a) Be responsible for all costs and expenses associated with the maintenance and operation of the Property in accordance with the requirements of: (i) NC General Statutes Section 42-42, including but not limited to the placement of new batteries in a battery-operated smoke or carbon monoxide alarm at the beginning of a tenancy, (ii) any other local, state or federal law or regulations and (iii) tenant leases, and advance to Agent such sums as may be necessary from time to time to pay such costs and expenses;
- (b) Provide funds to Agent promptly upon Agent's request for any cost or expense for which Owner is responsible that Agent, in Agent's discretion, incurs on Owner's behalf, including but not limited to, the costs of advertising, emergency maintenance and repairs, utilities, property taxes, owners' association dues and assessments, court costs and attorney's fees; and further, pay interest at the rate of _____ percent (_____ %) per year on the amount of any outstanding balance thereof not paid to Agent within 45.00 days of Agent's written request therefore;
- (c) NOT TAKE ANY ACTION OR ADOPT ANY POLICY THE EFFECT OF WHICH WOULD BE TO PREVENT AGENT FROM OFFERING THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING BUT NOT LIMITED TO, THOSE PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY IN THE LEASING OF THE PROPERTY;
- (d) Carry, at Owner's expense, public liability insurance against any and all claims or demands whatever arising out of, or in any way connected with, the operation, leasing and maintenance of the Property, including property damage and personal injury, in the amount of not less than \$ 300,000.00, which policy shall, without cost to Agent, name Agent as an additional insured as its interest may appear, and provide at least annually a copy of such insurance policy or policies to Agent upon Agent's request; (Name of insurance agent: _____; telephone no.: _____)
- (e) Indemnify and hold Agent harmless to the extent allowable by law from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the Property by Agent or the performance or exercise of any duty, obligation or authority set forth herein or hereafter granted to Agent, or arising out of a tenant's breach of any lease for the Property, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Agent;
- (f) Be responsible for timely payment of all property taxes, mortgage payments, governmental or owners' association assessments associated with the Property, and any other expenses which could become a lien against the Property, and for promptly notifying Agent in the event that Owner receives any notice(s) from the holder of any loan or from any other lien holder of any kind, regarding a default in payment, threatened foreclosure or the filing of a foreclosure proceeding; and

Owner Initials KS Agent Initials BB

Service contract (<i>insert provider name and contact information in blank</i>)	Owner pays	Agent pays	N/A
Home warranty: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pest Control: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HVAC: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lawn Service: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. **Trust Account Interest.** Agent may, in Agent's discretion, place gross receipts and collections, including Tenant Security Deposits, in an interest bearing trust account in the name of Agent in an insured bank or savings and loan association in North Carolina. Interest on any such amounts shall belong to Brown Property Group, LLC (Owner or Agent), except that with respect to any Tenant Security Deposits, tenant leases shall specify, in Agent's discretion, whether such interest shall be payable to Owner or to the tenant. If the lease provides that such interest is payable to the tenant, Agent shall account for the interest in the manner set forth in such lease. If the lease provides that such interest is payable to Owner or as Owner directs, then such interest shall be paid to Owner or Agent as set forth above. Agent may remove any interest payable to Agent from the account at all times and with such frequency as is permitted under the terms of the account and as the law may require.

18. **Entry by Owner.** Owner agrees that neither Owner nor any third party acting at Owner's direction, shall enter the Property for any purpose whatsoever during any time that it is occupied by a tenant in the absence of reasonable notice to Agent or tenant and scheduling by Agent or tenant of an appropriate time for any such entry.

19. **Lead-Based Paint/Hazard Disclosure.** If the Property was built prior to 1978, Landlord understands that Landlord is required under 42 U.S.C. 4852(d) to disclose information about lead based paint and lead based paint hazards, and that Agent is required to ensure Landlord's compliance with said law. Landlord agrees to complete and sign a "Disclosure Of Information On Lead Based Paint And Lead Based Paint Hazards" form (NCAR form #430-T), photocopies of which will be provided by Agent to prospective tenants. In the alternative, Landlord authorizes Agent, in Agent's discretion, to fulfill Landlord's disclosure obligations by completing and signing said form on Landlord's behalf based on information provided by Landlord to Agent.

20. **Tenant Information.** Owner acknowledges and understands: (i) that state and federal laws regulate the maintenance and disposal of certain personal information of consumers, such as social security numbers, drivers' license numbers, account numbers and other numbers that may be used to access a person's financial resources, and (ii) that contractual limitations with third-party providers of credit reports or other background information relating to prospective tenants may limit or prohibit Agent's dissemination of such reports/information. Owner agrees that Agent shall not be required to disclose any such information to Owner about a tenant or prospective tenant, and that if Agent does disclose any such information to Owner, Owner will indemnify and hold Agent harmless from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages as set forth in paragraph 9(e) of this Agreement as a result of the disclosure of any such information to or by Owner.

21. **Duties on Termination.** Upon termination of this Agreement by either party, each shall take such steps as are necessary to settle all accounts between them, including, but not limited to, the following:

- (a) Agent shall promptly render to Owner all rents then on hand after having deducted therefrom any Agent's fees then due and amounts sufficient to cover all other outstanding expenditures of Agent incurred in connection with operating the Property;
- (b) Agent shall transfer any security deposits held by Agent to Owner or such other person or entity as Owner may designate in writing; provided, Owner understands and acknowledges that the Tenant Security Deposit Act requires Owner to either deposit any such deposits in a trust account with a licensed and insured bank or savings institution located in North Carolina, or furnish a bond from an insurance company licensed to do business in North Carolina; and provided further, Owner shall be responsible for any out-of-pocket transfer costs incurred by Agent;

Owner Initials KS NS Agent Initials BB

32. **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the heirs, legal and personal representatives, successors and permitted assigns of the parties.

33. **Assignments by Agent; Change of Ownership.** Owner agrees that at any time during the term of this Agreement, Agent may either assign Agent's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Agent's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina, and provided further that Agent promptly notifies Owner of such assignment or transfer. In the event of any such assignment or transfer, Owner may, in addition to all other termination rights hereunder, for a period of sixty (60) days' following the effective date of any such assignment or transfer, terminate this Agreement without cause on sixty (60) days' prior written notice to the assignee or transferee of Owner's intent to terminate this Agreement.

34. **Other Professional Services.** Owner acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Owner at Owner's expense, including but not limited to an attorney, insurance agent, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Agent procures any such services at the request of Owner, Owner agrees that Agent shall incur no liability or responsibility in connection therewith.

35. **Addenda.** Any addenda to this Agreement are described in the following space and attached hereto: Management Addendum, Multi-Parcel Addendum

The parties agree that any such addenda shall constitute an integral part of this Agreement. In the event of a conflict between this Agreement and any such addenda, the terms of such addenda shall control.

36. **Other.** _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

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