

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 permit*

EMAIL ADDRESS: dana@annmilton.com
NAME Milton Realty Group PHONE NUMBER 910-814-1012
PHYSICAL ADDRESS 2540 US 421 N Lillington NC 27546
MAILING ADDRESS (IF DIFFERENT THAN PHYSICAL) PO Box 57 Lillington NC 27546
IF RENTING, LEASING, ETC., LIST PROPERTY OWNER NAME Bryan T weaver
N/A US 421 N 2.25 Acres
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.

Dana Cowy
Signature

8/1/19
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) 1979
Installer of system _____
Septic Tank Pumper _____
Designer of System _____

1. Number of people who live in house? 3 # adults 1 # children _____ # 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? 2019 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?
Lines not draining
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** _____

Harnett GIS



GIS/E-911 Addressing

August 1, 2019

-  Recycle Center
-  Landfills
-  Surrounding County Boundaries
-  Federal Property
-  City Limits
-  Harnett County Boundary
-  Address Numbers
-  Force Main
-  Gravity
-  Service Laterals
-  StepFM
-  Sewer Main
-  Force Main
-  Lillington Sewer
-  Airport



1 inch = 94 feet

HARNETT COUNTY

03581

04-06-93
46-93

\$116.00
116.00
Real Estate
Excise Tax

FILED
BOOK 1001 PAGE 242-243

'93 APR 6 AM 10 18

GAYLE P. HOLDER
REGISTER OF DEEDS
HARNETT COUNTY, NC

STATE OF
NORTH
CAROLINA



Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 13 0640 0014
Verified by County on the day of , 19
by

Mail after recording to Woodall & Felmet, P.A.
P.O. Box 39
Lillington, NC 27546
This instrument was prepared by E. Marshall Woodall

Brief description for the Index
2.25 ac N/S Hwy 421 ULR Twp

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 5th day of April, 1993, by and between

GRANTOR
THOMAS HARRINGTON MORRISON and wife,
DOROTHY LOU O'QUINN MORRISON
Route 3 Box 179
Lillington, NC 27546

GRANTEE
BRYAN T. WEAVER and wife,
VICKIE M. WEAVER
P.O. Box 1212
Lillington, NC 27546

TRANSFER RECORDED IN THE
OFFICE OF THE REGISTER OF DEEDS
HARNETT COUNTY

TAX SUBJECT

ON 13-0640-0014

BY ALC



9303581

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

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

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

Being all that tract or parcel of land containing 2.25 acres, more or less, situate on the northern side of U. S. Highway No. 421, and located approximately 2 miles West of Lillington, in Upper Little River Township, Harnett County, North Carolina and bounded now or formerly, on the North by Atkins property; on the East by Turlington property, on the South by the right of way of U. S. Highway No. 421; and on the West by Harold Lanier property and being all of that portion of property which lies North of U. S. Highway No. 421 conveyed in Deed Book 319, Page 535, Harnett County Registry; said tract or parcel of land is more fully described according to plat of survey by Mickey R. Bennett, R.L.S. #1514, Lillington, North Carolina, dated July 1978 as follows:

BEGINNING at a corner with Harold Lanier property marked by a fence post, said corner being the northwestern most corner of that property described in that deed recorded at Book 319, Page 535; and runs thence with property now or formerly owned by Atkins, South 54 degrees 29 minutes East 309.24 feet to a corner with Turlington property marked by a fence post, said corner being the northeastern most corner of the property described at Book 319, Page 535 (a fence erected in 1956 by J. M. Weaver is located on this line); thence South 30 degrees 50 minutes West 318.99 feet to a corner with

Turlington property in the northern margin of the right of way of U. S. Highway No. 421 marked by a set iron (said fence erected in 1956 by J. M. Weaver is also located on this line); thence North 54 degrees 57 minutes West 304.94 feet with the northern margin of the right of way of U. S. Highway No. 421 to a corner in said margin with Harold Lanier property, said corner marked by a concrete marker at the base of a fence post; thence North 29 degrees 34 minutes East 321.91 feet with Harold Lanier property (said fence is also located on this line) to the BEGINNING and containing 2.25 acres, more or less.

For reference, see Deed dated August 21, 1978 from Johnnie Marvin Weaver and wife, Annie Lee Weaver to Bryan T. Weaver and wife, Vickie M. Weaver recorded in Book 677, Page 378, Harnett County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 825, Page 747 Harnett County Registry.

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

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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions.

HARNETT COUNTY, N. C.
FILED DATE 4-6-93 TIME 10:18am
BOOK 1001 PAGE 242-243
REGISTER OF DEEDS
GAYLE R. HOLDER

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____

President

ATTEST: _____

(SEAL)

Secretary (Corporate Seal)

USE BLACK INK ONLY

Thomas Harrington Morrison (SEAL)
Thomas Harrington Morrison
Dorothy Lou O'Quinn Morrison (SEAL)
Dorothy Lou O'Quinn Morrison

NORTH CAROLINA, _____ County, _____
Harnett

I, a Notary Public of the County and State aforesaid, certify that Thomas Harrington Morrison and wife, Dorothy Lou O'Quinn Morrison Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5th day of April, 1993

My commission expires November 11, 1996 Gail R. McDonald Notary Public

SEAL-STAMP NORTH CAROLINA, _____ County

I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its Secretary

Witness my hand and official stamp or seal, this _____ day of _____ 19____

My commission expires _____ Notary Public

The foregoing Certificate(s) of Gail R. McDonald - Notary of Harnett

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 Gayle R. Holder REGISTER OF DEEDS FOR Harnett COUNTY
Ruthy Coleman (Deputy) Assistant Register of Deeds

EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT
Long-term Rental Property

This Exclusive Property Management Agreement is entered into by and between Bryan T Weaver ("Owner") and Milton Realty Group ("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: Lillington County: Harnett, NC
Street Address: 2540 US 421 N Zip Code: 27546
Other Description: Detached Home

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 August 30, 2010 ("Effective Date") and shall be for an initial term of 12 Months. NOT LESS THAN 60 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 12 Months EACH UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF ITS DESIRE TO TERMINATE THIS AGREEMENT AT LEAST 60 DAYS PRIOR TO THE CONCLUSION OF ANY SUCH RENEWAL TERM, IN WHICH CASE THIS AGREEMENT SHALL TERMINATE AT THE CONCLUSION OF SUCH TERM. If Owner terminates this Agreement within -0- days of the Effective Date, Owner shall pay Agent a termination fee of N/A

3. Agent's Fee. For services performed hereunder, Owner shall compensate Agent in the following manner:
[X] A fee equal to Ten Point Zero percent (10.000 %) of gross rental income received on all rental agreements, or \$ per month, whichever is greater.
[] Other (describe method of compensation):

Agent may deduct Agent's Fee from gross receipts and collections received before remitting the balance of the receipts and collections to Owner. 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. 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 Late Fees to Owner; Returned Check Fees to Agent (Owner or Agent). Fees for purposes covered under the Tenant Security Deposit Act will be collected, held and disbursed in accordance with paragraphs 9 and 10 of this Agreement.

5. Authority and Responsibilities of Agent. During the time this Agreement is in effect, Agent shall:
(a) Manage the Property to the best of Agent's ability, devoting thereto such time and attention as may be necessary;
(b) OFFER 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 OR SEXUAL ORIENTATION IN THE LEASING OF THE PROPERTY;
(c) Use Agent's best efforts to solicit, secure and maintain tenants, including the authority to negotiate, execute, extend and renew leases in Owner's name for terms not in excess of 12 Months;
(d) Collect all rentals and other charges and amounts due under tenant leases and give receipts for amounts so collected;
(e) Deliver to Owner within 45 days following the date of execution of any rental agreement an accounting which sets forth the name of the tenant, the rental rate and rents collected, and promptly provide a copy of any rental agreement to Owner upon reasonable request;

North Carolina Association of REALTORS® Inc.
Owner Initials BTW Agent Initials ACM



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Revised 1/2013
© 7/2013

RE/MAX Homeowners, Ltd., 5509 Yadkin Rd Fayetteville, NC 28303
Phone: (910)237-1675 Fax: (407)479-3135 Ann Christian-Milton

RENTAL: Weaver

- (f) Provide Owner monthly statements of all monies received and disbursed in connection with Agent's management of the Property, and remit to Owner rental proceeds collected, less any deductions authorized hereunder; provided: (1) this shall not constitute a guarantee by Agent for rental payments that Agent is unable to collect in the exercise of reasonable diligence; and (2) if, pursuant to this Agreement or required by law, Agent either has refunded or will refund in whole or in part any rental payments made by a tenant and previously remitted to Owner, Owner agrees to return same to Agent promptly upon Agent's demand;
- (g) Make or cause to be made any repairs which, in Agent's opinion, may be necessary to preserve, maintain and protect the Property; provided, Agent may not make any repairs that exceed \$ 200.00 without prior approval of Owner, except that in the case of an emergency, Agent may, without prior approval, make whatever expenditures on behalf of Owner that are reasonably necessary to preserve the Property or prevent further damage from occurring;
- (h) Answer tenant requests and complaints and perform the duties imposed upon Owner by tenant leases or any local, state or federal law or regulations, including the authority to purchase such supplies and hire such labor as may be necessary in Agent's opinion to accomplish any necessary repairs;
- (i) Retain such amounts from Owner's rental proceeds as may be necessary from time to time to establish and maintain a fund on behalf of Owner in the amount of \$ _____, from which Agent may pay expenses associated with the management and operation of the Property for which Owner is responsible hereunder;
- (j) Negotiate partial refunds with tenants if, in Agent's reasonable opinion, the tenant's use and enjoyment of the Property has been or will be materially and adversely affected as a result of a defect in the condition of the Property (such as a repair to the electrical, plumbing, sanitary, heating or ventilating facilities or a major appliance that cannot be made reasonably and promptly);
- (k) Institute and prosecute such proceedings in small claims court as may be necessary and advisable, in Agent's opinion, to recover rents and other sums due the Owner from tenants or to evict tenants and regain possession, including the authority, in Agent's discretion, to settle, compromise and release any and all such small claims proceedings; provided, that with respect to any such small claims proceeding, Agent shall have actual knowledge of the facts alleged in the complaint; and
- (l) _____

6. Cooperation With/Compensation To Other Agents. Agent has advised Owner of Agent's company policies regarding cooperation and the amount(s) of any compensation, if any, that will be offered to subagents, tenant agents or both. Owner authorizes Agent to (Check ALL applicable authorizations):

- Cooperate with subagents representing only the Owner and offer them the following compensation: _____
- Cooperate with tenant agents representing only the tenant and offer them the following compensation: \$50.00
- Cooperate with and compensate agents from other firms according to the attached company policy.

Agent will promptly notify Owner if Agent offers compensation to a cooperating agent(s) that is different from that set forth above.

7. 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. *If Owner does not authorize 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 for this purpose.)*

Owner Initials BTW Agent Initials ABM

If Owner authorizes Internet Advertising as set forth above, Owner further authorizes the display of (Check ALL applicable sections):

- The address of the Property
- Automated estimates of the market value of the Property
- Third-party comments about the Property

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

1/9/2014

adm

BTW

1/9/2014

- (a) Be responsible for all costs and expenses associated with the maintenance and operation of the Property in accordance with the requirements of tenant leases or any local, state or federal law or regulations, including but not limited to NC General Statutes Section 42-42, 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 N/A ~~ten percent~~ percent (~~100000~~ %) per year on the amount of any outstanding balance thereof not paid to Agent within ~~60~~ 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 OR SEXUAL ORIENTATION 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 \$ _____, which policies shall be written to the extent allowable so as to protect Agent in the same manner as Owner, and provide at least annually a copy of such insurance policy or policies to Agent upon Agent's request;
(Name of insurance agent: Amy Rose (Horace Mann Insc) ; telephone no.: 910-592-3118)
- (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, 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

(g) _____

9. Tenant Security Deposits. Agent may, in Agent's discretion, require tenants to make security deposits in an amount permitted by law to secure tenants' lease obligations (such security deposits shall hereinafter be referred to as "Tenant Security Deposits"). If the Agent requires Tenant Security Deposits, they shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association. Upon the commencement of this Agreement, Owner shall deliver to Agent a list of any current tenants who previously made Tenant Security Deposits under existing leases and the amounts thereof. Simultaneously therewith, any such Tenant Security Deposits shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association, and shall thereafter be administered in accordance with this Agreement.

Owner Initials BTW Agent Initials adm Page 3 of 6

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10. **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 Agent (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.

11. **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.

12. **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.

13. **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;
- (c) Owner shall promptly pay to Agent any fees or amounts due the Agent under the Agreement and shall reimburse Agent for any expenditures made and outstanding at the time of termination;
- (d) Agent shall deliver to Owner copies of all tenant leases and other instruments entered into on behalf of Owner (Agent may retain copies of such leases and instruments for Agent's records); and
- (e) Owner shall notify all current tenants of the termination of this Agreement and transfer of any advance rents and security deposits to Owner.

14. **Sale of Property.** In the event Owner desires to sell the Property through Owner's own efforts or those of a firm other than Agent, Owner shall: (a) promptly notify Agent that the Property is for sale and, if applicable, disclose to Agent the name of the listing firm; and (b) promptly notify Agent if the Property goes under contract and disclose to Agent the agreed-upon closing date.

15. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto.

16. **Non-Waiver of Default.** The failure of either party to insist, in any one or more instances, on the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

17. **Governing Law; Venue.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.

18. **Relationship of Parties.** Although Owner and Agent agree that they will actively and materially participate with each other on a regular basis in fulfilling their respective obligations hereunder, the parties intend for their relationship to be that of independent contractors, and nothing contained in this Agreement shall be construed to create a partnership or joint venture of any kind.

Owner Initials BTW Agent Initials ABM

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19. **Exclusivity.** Owner agrees that Agent shall be the exclusive rental agent for the Property, and that no other party, including Owner, shall offer the Property for rent during the time this Agreement is in effect. Any rent nevertheless received by Owner or any third party will be transferred to Agent and thereafter accounted for as if originally received by Agent, including the deduction therefrom of any fee due Agent hereunder.

20. **Default.** If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within thirty days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured.

21. **Costs in Event of Default.** If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

22. **Authority to Enter into Agreement; Principal Contact.** Owner represents and warrants to Agent that Owner has full authority to enter into this Agreement, and that there is no other party with an interest in the Property whose joinder in this Agreement is necessary. Either Bryan T Weaver or _____ shall serve as Owner's principal contact for purposes of making all decisions and receiving all notices and rental payments contemplated by this Agreement, and all persons signing this Agreement as Owner hereby appoint either of said persons as Owner's agent and attorney-in-fact for the purposes set forth in this section.

23. **Notices.** Any notices required or permitted to be given hereunder shall be in writing and mailed by certified mail to the appropriate party at the party's address set forth below.

24. **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.

25. **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. In the event of any such assignment or transfer, Owner may, in addition to all other termination rights hereunder, 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.

26. **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.

27. **Addenda.** Any addenda to this Agreement are described in the following space and attached hereto: _____

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.

THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

Owner Initials BTW Agent Initials ACM

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

DocuSigned by:
OWNER: Bryan T Weaver (SEAL) DATE: 1/9/2014
 Bryan T Weaver

____ (SEAL) DATE: _____

____ (SEAL) DATE: _____

____ (SEAL) DATE: _____

AGENT: **Milton Realty Group**

[Name of real estate firm]

DocuSigned by:
 BY Ann C Milton Individual license # **80-0942089** DATE: 1/9/2014
 [Authorized Representative]
 Ann Milton

Address: **PO Box 57, Lillington, NC 27546**

Telephone: (910) 814-1012 Fax: (407) 479-3135 Email: ann@annmilton.com

Owner: **Bryan T Weaver**

Address: **8701 Macedonia Lake Drive, Cary, NC 27518**

Contact information: _____ (919) 896-7534 _____ bweaver25@nc.rr.com
 Home Work Cell Email

Social Security/Tax ID#: _____

Owner: _____ 919-516-3122

Address: _____

Contact information: _____ _____ _____ _____
 Home Work Cell Email

Social Security/Tax ID#: _____

Owner: _____

Address: _____

Contact information: _____ _____ _____ _____
 Home Work Cell Email

Social Security/Tax ID#: _____

Owner: _____

Address: _____

Contact information: _____ _____ _____ _____
 Home Work Cell Email

Social Security/Tax ID#: _____

919 895 9133