

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

Property Manager
Tom Pollitt Real Estate for
NAME Andrew & Robin Hierstetter EMAIL ADDRESS: tpre@embarqmail.com
PHONE NUMBER 910-818-7994
PHYSICAL ADDRESS 21 Ithica Lane, Bunnlevel, NC 28323
MAILING ADDRESS (IF DIFFERENT THAN PHYSICAL) PO Box 65344, Fayetteville, NC 28306
IF RENTING, LEASING, ETC., LIST PROPERTY OWNER NAME Andrew J. Hierstetter, Robin B. Hierstetter
Carlie Hills Lot 46 off Lemuel Black Rd 0.69 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: 210 South then take Right onto Anderson Creek School rd. then approx 1/2 mile take Right onto Lemuel Black rd. then approx 1/2 mile take right into Carlie Hills onto Wilson Run then take first right onto Remington Hill Dr. then left on Ithica Lane

In order for Environmental Health to help you with your repair, you will need to comply by completing the following: 1st
1. A "surveyed and recorded map" and "deed to your property" must be attached to this application. Please inform us of any home 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 on uncovered, property lines flagged, underground utilities marked, and the orange sign has been placed, you will need to call left 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.

Tom Pollitt 3/2/2021
Signature Tom Pollitt Real Estate Date
Property Management Agreement Attached

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) 2007
Installer of system unknown
Septic Tank Pumper unknown Recent Inspection R & J Septic tank Service 910-237-2003
Designer of System unknown (Inspection Attached)

- Currently Vacant - most Recent Tenant*
1. Number of people who live in house? 2 # adults 2 # children 4 # total
 2. What is your average estimated daily water usage? unknown gallons/month or day _____ county water. If HCPU please give the name the bill is listed in Tom Pollitt Real Estate Currently
 3. If you have a garbage disposal, how often is it used? daily weekly monthly NA
 4. When was the septic tank last pumped? unknown How often do you have it pumped? non specific
 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 gutters
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? This Application For Repair was deemed necessary due to Inspection performed by R & J Septic tank service where drain field was determined to be saturated. Suspicion is that it is due to record rainfall, but we are in the process of sale and want to give Super confidence in the system.

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 There hasn't been a problem that effected the normal usage in the home, Repair request was generated due to circumstances outlined above, Heavy Rain is Suspected Problem, however, due to transfer of ownership we need a professional to determine proper course of action to remedy the issue

HTE# 07-50018245

Harnett County Department of Public Health 19886

PERMIT # 24304

Operation Permit

New Installation Septic Tank Repair Nitrification Line Expansion

PROPERTY LOCATION: Lemuel Black Rd

Name: (owner) Ray W. Kirk SUBDIVISION CACHE HILLS LOT # 46

System Installer: Larry Sharpe Registration # 1165

Basement with plumbing: Garage Number of Bedrooms 3

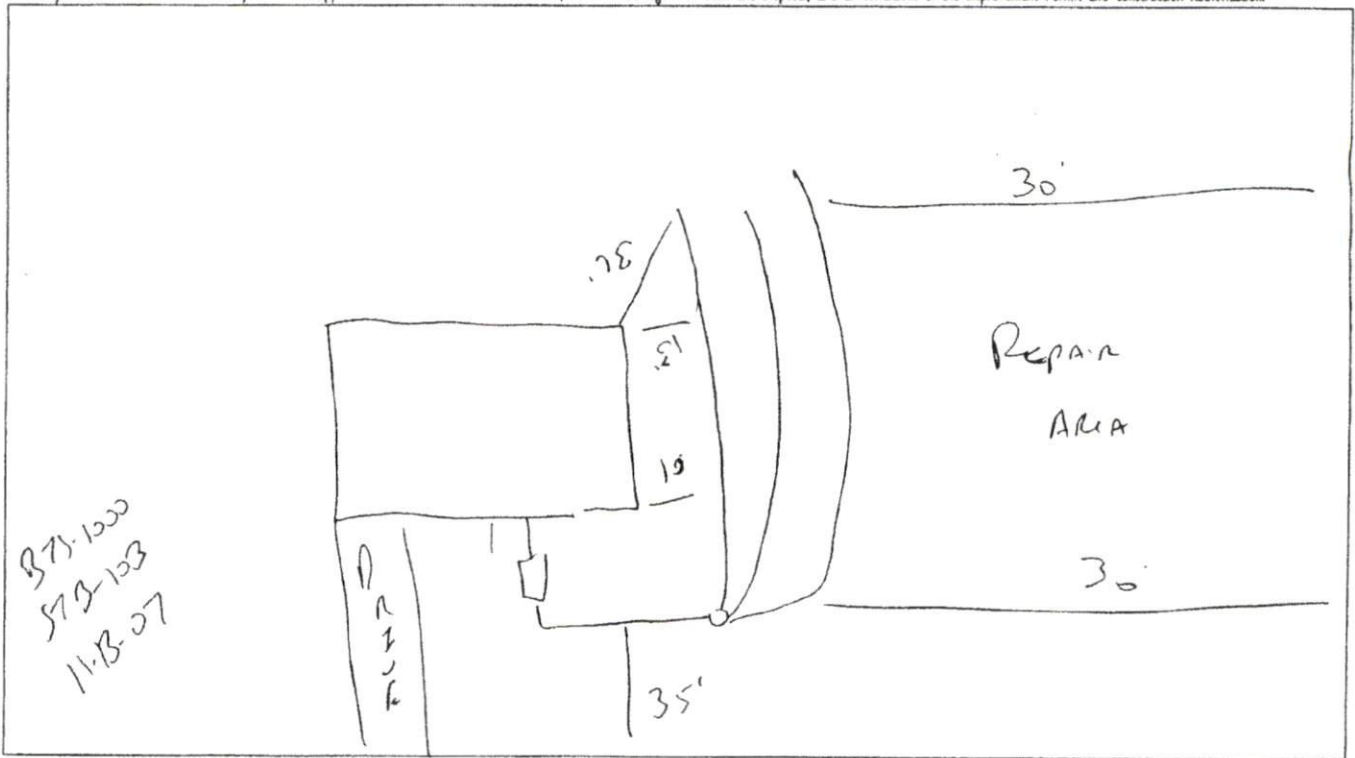
Type of Water Supply: Community Public Well Distance from well 100 feet

System Type: Tire Chips Types V and VI Systems expire in 5 years.

(In accordance with Table V a)

Owner must contact Health Department 6 months prior to expiration for permit renewal.

This system has been installed in compliance with applicable North Carolina General Statutes, Rules for Sewage Treatment and Disposal, and all conditions of the Improvement Permit and Construction Authorization.



PERMIT CONDITIONS:

- I. Performance: System shall perform in accordance with Rule .1961.
- II. Monitoring: As required by Rule .1961.
- III. Maintenance: As required by Rule .1961. Other: _____
Subsurface system operator required? Yes No
If yes, see attached sheet for additional operation conditions, maintenance and reporting.
- IV. Operation: _____
- V. Other: _____

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

Type of system: Conventional Other Tire chips Size of tank: Septic Tank: 1000 gallons Pump Tank: _____ gallons

Subsurface No. of exact length width of depth of
Drainage Field ditches 3 of each ditch 90 feet ditches 3 feet ditches 12 inches

French Drain Required: _____ Linear feet

Authorized State Agent

[Signature]

Date 01-09-08

On-site Wastewater Inspection

R.J. Septic Tank Service
600 Bladen Circle
Fayetteville, NC 28312
910-237-2003

Pre-Inspection Contract, signed by Client is attached to Inspection

Property Address 21 Ithica Lane
Street

Bunnlevel City NC St 21303 Zip

Client Name: _____

Current owner of Record _____

Date of Inspection: 2/24/21

3 Advertised number of bedrooms as stated in MLS or as stated in attached sworn statement by owner or owner's representative

360 Gallons per day for designed system size or number of bedrooms as stated in available local health department information

Inspection shall include any part of the system located more than 5 feet from the primary structure that is part of the operations permit

Copy of Operations permit from Harnett County Environment Health Attached

Operations permit not available

System requires a certified subsurface water-pollution control system operator pursuant to G.S. 90A-44

Current Operator's Name JLA

Most recent performance, operation and maintenance reports are attached not available

Type of water supply Well Public Water Community Water Spring

Location of Septic Tank and septic tank details:

6 ft from house or structure

~~NA~~ ft from well if applicable

100 ft from water line if applicable and readily visible

30 ft from property line if said property lines are known

1ft distance from finished grade to top of tank or access riser

10 Access riser(s) yes no Describe _____

4.5 Tank lids intact yes no

4.5 Tank has baffle wall yes no Describe condition of baffle wall: good

4.5 Inflow to tank is noted as sufficient

10 Inflow to tank is noted as insufficient or blocked

10 Water level in tank is relative to tank outlet

4.5 Outlet T is present yes no Describe condition of Outlet T: _____

4.5 Outlet has filter yes no Describe condition of filter: _____

4.5 Effluent leaves the outlet yes no

10 Roots present in tank yes no Describe extent of roots: _____

10 Evidence of tank leakage Describe: _____

10 Evidence of non-permitted connections, such as downspouts or sump pumps

4.5 Connection present from house to tank

4.5 Connection present from tank to next component

50 Percentage of solids in tank

NA Unable to locate tank. System inspection cannot be completed until tank is located

Date tank was last pumped _____ unknown

Client requesting this inspection has been advised that for a complete inspection to be performed the tank needs to be pumped. Client has declined to have the tank pumped at inspection and hereby acknowledges they have so declined.

Client Signature _____ Date _____

Does system have pump tank? yes (complete blanks below) no

_____ ft from house or structure

_____ ft from well or spring if applicable

_____ ft from water line if applicable

_____ ft from property line if property lines are known

_____ ft from septic tank

_____ Distance from finished grade to top of tank or access riser

_____ Access risers in place yes no

_____ Describe type of access risers: _____

_____ Describe condition of tank lids _____

Location of control panel: _____

Condition of control panel: _____

_____ Audible and visible alarms (as applicable) work

_____ Pump turns on and effluent is delivered to next component

_____ Unable to operate pump due to lack of electricity at site at time of inspection

Dispersal fields Type of system: Conventional Accepted Innovative Experimental Controlled
 Demonstration Pretreatment Type of _____

Pretreatment: 1/A

Brief Description of System Type Tire chip system

35 ft from property line, if property lines are known

25 ft from septic/pump tank

3 # of lines

90 length of lines

no Evidence of past or current surfacing at time of inspection

Briefly describe: _____

no Evidence of traffic over the dispersal field

no Vegetation, grading and drainage noted that may affect the condition of the system or system components

no Effluent is reaching the dispersal field

Conditions present that prevented or hindered the inspection

Adverse conditions present that require repair or subsequent observation or warrants further evaluation by the local health department. Description of adverse condition _____

Consequences of the adverse condition: _____

Client should contact Harnett County Environmental Health and/or a certified on-site wastewater contractor

Other pertinent facts noted during inspection: Sanitary Tee is not level, Distribution Box is full with effluent strong indication Septic field is Saturated

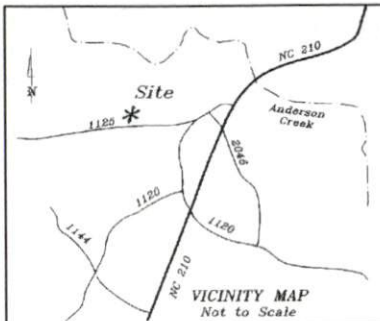
Inspector Name: Reginald Carter Certification # 1211J

Address 600 Bladen Circle Fayetteville NC 28310

Phone (910) 237-2003

No representation, warranties or opinions are hereby given, written or expressed otherwise, as to the future performance of onsite wastewater system described herein. This onsite wastewater system inspection is a presentation of system facts in place on date of inspection.

Inspector Signature Reginald Carter Date 2/24/21



Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner(s) or agent of the property shown and described hereon, which is located in the subdivision jurisdiction of Harnett County, North Carolina and that I (we) hereby adopt this plan of subdivision with my (our) free consent and establish minimum building setback lines as noted. I further certify that I (we) have not been involved as an owner, lessee, option holder or had any legal or equitable interest in any property adjacent to or located directly across a street, road or right-of-way from the property shown and described hereon.

Date: 12/03/04
 Signature: *William J. Adams*
 Owner or Agent

Certificate of Approval of the Design and Construction of Streets

I (we) hereby certify that all streets and other required improvements have been installed in an acceptable manner and according to Harnett County Specifications and Standards in the _____ subdivision or that guarantees of the required improvements in an amount and manner satisfactory to the Commissioners of Harnett County has been received, and that the filing fee for the plat has been paid.

Date: 12/14/04
 Signature: *John P. Darr*
 Harnett County Subdivision Administrator

DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 PROPOSED SUBDIVISION FOR
 CONSTRUCTION STANDARDS CERTIFICATION

APPROVED: **R. E. STONE**
 DISTRICT ENGINEER w.e.11

DATE: 12-1-04

NOTE: ONLY NCDOT APPROVED STRUCTURES ARE TO CONSTRUCTED ON PUBLIC RIGHTS-OF-WAY

NOTE: A 15' CONSTRUCTION EASEMENT SHALL BE RESERVED ON BOTH SIDES OF ALL PROPOSED STREETS.

NOTE: ALL DRAINAGE EASEMENTS SHALL BE DEDICATED AS PUBLIC AND IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN THE DRAINAGE EASEMENTS AND ANY DRAINAGE STRUCTURES THEREIN, AS TO MAINTAIN THE INTEGRITY OF THE DRAINAGE SYSTEM AND INSURE POSITIVE DRAINAGE.

FEMA FLOOD HAZARD STATEMENT

Lots shown on this plat are not located within the FEMA 100 year Flood Hazard Area as shown on FEMA map No. 37085 C 0155 D Effective Date: April 15, 1990

Harnett County
 Minimum Building
 Setback Requirements
 RA-20R, RA-20M, RA-30 & RA-40

FRONT: 35' from R/W
 REAR: 25'
 SIDE: 10'
 CORNER LOT SIDE: 20'

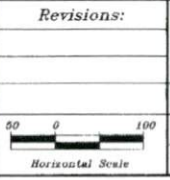
Registration of Deeds
 KIMBERLY S. HARRIS
 2005 JAN 04 02:02:16 PM
 2005 PG 3-4 FEE \$21.00
 INSTRUMENT # 200500142

Harnett County, N.C.
 FILED DATE: 11/4/2005 TIME: 02:02:pm
 MAP NUMBER: 2005-3

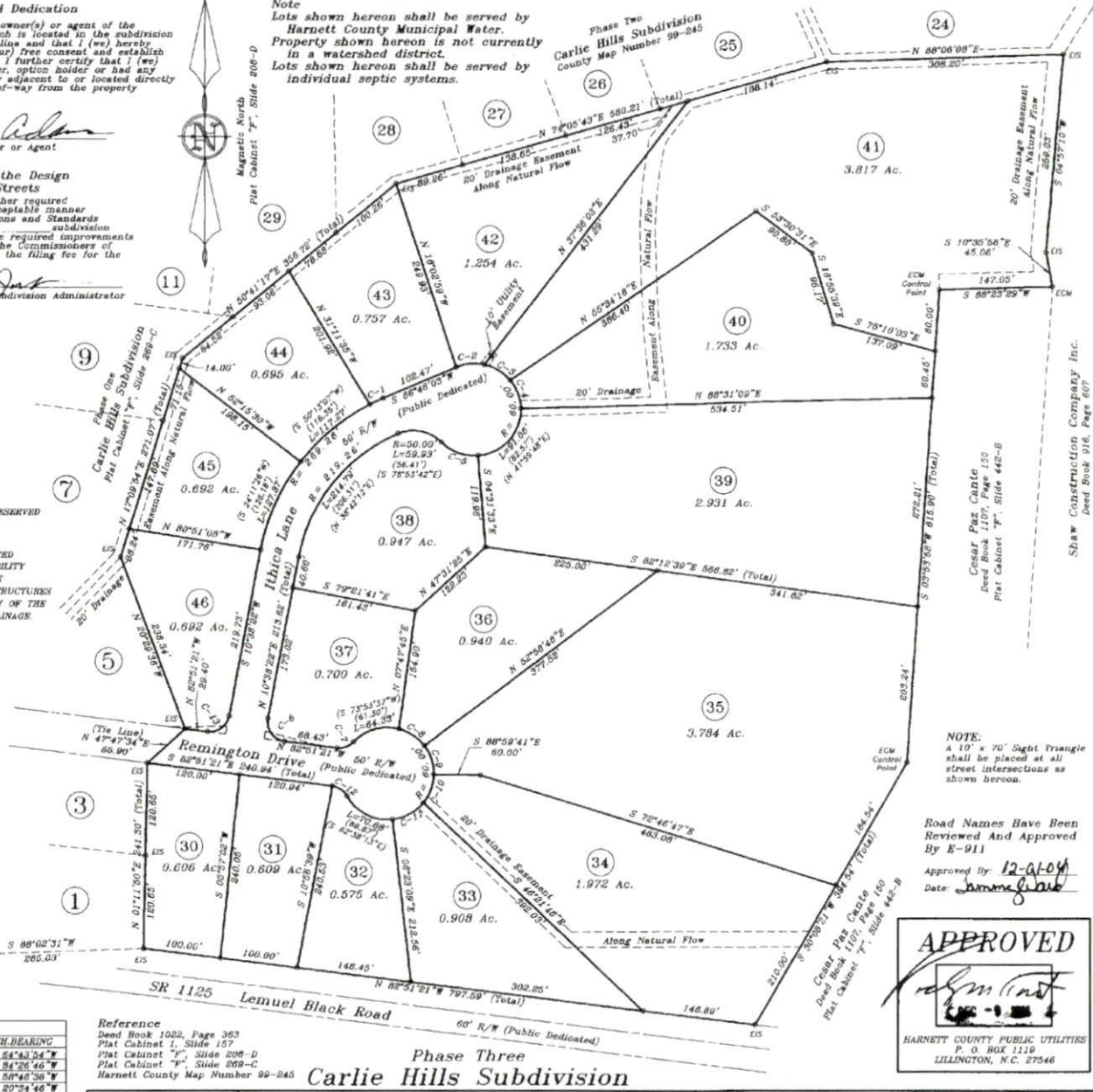
REGISTER OF DEEDS
 KIMBERLY S. HARRIS
 Signature: *Audi Smith*
 Register of Deeds
 Recorded in Harnett County, Map Number 2004 - 2005-3

CURVE	RADIUS	LENGTH	CHORD	CH BEARING
C-1	289.86'	19.14'	19.13'	S 84°41'54"W
C-2	60.00'	37.03'	36.44'	S 84°26'46"W
C-3	60.00'	40.00'	39.28'	N 50°46'56"W
C-4	60.00'	40.00'	39.28'	N 20°24'46"W
C-5	60.00'	52.33'	50.59'	S 69°32'32"E
C-6	25.00'	40.89'	36.42'	N 36°06'36"W
C-7	25.00'	23.55'	22.89'	S 70°02'36"W
C-8	60.00'	40.00'	39.28'	N 56°17'28"W
C-9	60.00'	40.00'	39.28'	N 18°26'36"W
C-10	60.00'	40.00'	39.28'	N 50°46'56"W
C-11	60.00'	46.61'	45.35'	N 61°24'30"E
C-12	25.00'	23.55'	22.89'	S 55°58'19"E
C-13	25.00'	37.75'	34.26'	S 53°53'27"W

Reference
 Deed Book 1022, Page 363
 Plat Cabinet 1, Slide 157
 Plat Cabinet "F", Slide 208-D
 Plat Cabinet "F", Slide 268-C
 Harnett County Map Number 99-245



Note
 Lots shown hereon shall be served by Harnett County Municipal Water. Property shown hereon is not currently in a watershed district. Lots shown hereon shall be served by individual septic systems.



Phase Three
 Carlie Hills Subdivision

Survey For:
 Anderson Creek Company, L.L.C.

TOWNSHIP: ANDERSON CREEK	COUNTY: HARNETT	DATE: 09-22-99	SURVEYED BY: JC/CR/CS	FIELD BOOK SEE FILE
STATE: NORTH CAROLINA	PARCEL ID: 010626 0095 03	SCALE: 1" = 100'	DRAWN BY: PAN	DRAWING FILE NO.
ZONE: RA-20R	PARCEL NUMBER: 0526-30-4791.000	CHECKED & CLOSURE BY: \		LHAC-544 II

STANCIL & ASSOCIATES,
 Professional Land Surveyor, P.A.
 98 East Depot Street, P. O. Box 730, Angier, N.C. 27501
 Phone: 919-639-2133 Fax: 919-639-2602



Road Names Have Been Reviewed And Approved By E-911

Approved by: 12-01-04
 Date: *James G. Hub*

HARNETT COUNTY PUBLIC UTILITIES
 P. O. BOX 1112
 LILLINGTON, N.C. 27546

Map # 2005-3



2008011160

HARNETT COUNTY TAX ID#

01-0525-6095 48

FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
2008 JUL 02 03:27:03 PM
BK: 2528 PG: 20-22 FEE: \$17.00
NC REV STAMP: \$392.00
INSTRUMENT # 2008011160

7-2-08 BY SLB

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 392.00

Parcel Identifier No. 0526-30-0436 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: THE LAW OFFICE OF JEFFREY E. RADFORD, P.A., 3801-D SYCAMORE DAIRY ROAD,

This instrument was prepared by: THE LAW OFFICE OF JEFFREY E. RADFORD, P.A., 3801-D SYCAMORE DAIRY

Brief description for the Index: LT 46, PH 3, CARLIE HILLS

THIS DEED made this 27th day of June, 2008, by and between

GRANTOR	GRANTEE
Wicker Construction Corp. ✓	Andrew Joseph Hierstetter and wife, Robin Michelle BieMiller 21 Ithica Lane Bunnlevel, NC 28323

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 Bunnlevel, Anderson Creek Township, Harnett County, North Carolina and more particularly described as follows:

Being all of Lot 46, of Carlie Hills Subdivision, Phase 3, as recorded in Map Number 2005-3, Harnett County Registry, North Carolina.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2424 page 199.

A map showing the above described property is recorded in Plat Book 2005 page 3.

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:

Subject to all Easements, Restrictive Covenants and Rights of Way of Record.

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

Wicker Construction Corp. (Entity Name) (SEAL)

By: Richard Gray Wicker Title: President (SEAL)

By: Title: (SEAL)

By: Title: (SEAL)

State of North Carolina - County of I, the undersigned Notary Public of the County and State aforesaid, certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this day of 20.

My Commission Expires: Notary Public

State of North Carolina - County of Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Richard Gray Wicker personally came before me this day and acknowledged that he is the President of Wicker Construction Corp., 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 27th day of June, 2008

My Commission Expires: July 25, 2011 T. Amber Donahue Notary Public T. Amber Donahue Commission Expires: July 25, 2011

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.

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 Andrew Joseph Hierstetter ("Owner")
and Tom Pollitt Real Estate ("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:** Bunnlevel County: Harnett, NC
Street Address: 21 Ithica Lane
Other Description: LT#46 CARLIE HILLS PH3

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 June 24, 2011, and shall be for an initial term of one year. 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 one month 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. If Owner terminates this Agreement within 365 days of its effective date, Owner shall pay Agent a termination fee of Reimbursement of actually incurred expenses.

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

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 50% Late fees/100% returned check fee 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 TO THE PUBLIC FOR LEASING IN COMPLIANCE WITH ALL STATE AND FEDERAL HOUSING LAWS, INCLUDING BUT NOT LIMITED TO, ANY STATE AND FEDERAL LAWS PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS;
(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 one year ;
(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;

Page 1 of 6



North Carolina Association of REALTORS®, Inc.

REALTOR®

Owner Initials

AJ RH

Agent Initials

RP



STANDARD FORM 401

Revised 1/2009

© 1/2011

- (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 \$ zero, 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; and
- (l) n/a

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: n/a
- Cooperate with tenant agents representing only the tenant and offer them the following compensation: ten percent of the lease rate.
- 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

AT RA

Agent Initials

RP

Page 2 of 6

STANDARD FORM 401

Revised 1/2009

© 1/2011

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:

- (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 _____ percent (zero %) per month on the amount of any outstanding balance thereof not paid to Agent within n/a 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 AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, THOSE LAWS AND REGULATIONS PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS IN THE LEASING OF THE PROPERTY;
- (d) Carry, at Owner's expense, commercial general liability insurance (including products and completed operations coverage) 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, which policies shall be written to the extent allowable so as to protect Agent in the same manner as Owner and which shall be in the minimum amounts of \$ 100,000.00 for each injury or death of one person in each accident or occurrence, and \$ 100,000.00 for property damage in each accident or occurrence; 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, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Agent; and
- (f) In lieu of reimbursement for advertising expenses, owner to pay a \$35.00 marketing fee each time the property is placed on the market for lease. Marketing fee to be deducted from the first available proceeds.

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

AA RA

Agent Initials

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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 Tom Pollitt Real Estate (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 AT RA Agent Initials JP

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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 Andrew Hierstetter or Robin 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: none.

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.

Owner Initials

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Agent Initials

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Untitled

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.

OWNER:

Andrew Joseph Hierstetter (SEAL) DATE: 24 JUNE 11

____ (SEAL) DATE: _____

____ (SEAL) DATE: _____

____ (SEAL) DATE: _____

AGENT: Tom Pollitt Real Estate

[Name of real estate firm]

BY: Tom Pollitt Individual license # 144721 DATE: 6/24/2011
[Authorized Representative]
Tom Pollitt

Real Estate Agency: Tom Pollitt Real Estate

Address: 1003 Hay Street, Suite 5, Fayetteville, NC 28305

Telephone: (910) 484-5507 Fax: (910) 484-8652 E-mail: tpre@embarqmail.com

Owner: Andrew Joseph Hierstetter

Address: 21 Ithica Lane, Bunnlevel, NC 28323

Telephone: 910 813 7074 Fax: _____ E-mail: andy.hierstetter@gmail.com

Social Security/Tax ID#: _____

Owner: _____

Address: _____

Telephone: _____ Fax: _____ E-mail: _____

Social Security/Tax ID#: _____

Owner: _____

Address: _____

Telephone: _____ Fax: _____ E-mail: _____

Social Security/Tax ID#: _____

Owner: _____

Address: _____

Telephone: _____ Fax: _____ E-mail: _____

Social Security/Tax ID#: _____