

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: McGULKINREALSTATE@aol.com

OWNER NAME ERIN ADAMS PHONE 910-366-1000

PHYSICAL ADDRESS 40 SPIRAL BRANCH CT, LINDEN 28356

MAILING ADDRESS (IF DIFFERENT THAN PHYSICAL) 214 BRIGHAM RD, GREENFIELD CENTER NY 12833

IF RENTING, LEASING, ETC., LIST PROPERTY OWNER NAME _____

WHISPER CREEK 18

SUBDIVISION NAME	LOT #/TRACT #	STATE RD/HWY	SIZE OF LOT/TRACT
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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 TO OGDON HILLS RD, LEFT, LEFT ON SPIRAL BRANCH

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.

[Signature] 6/1/22
Owner Signature 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 [X] NO

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

Year home was built (or year of septic tank installation) 1998

Installer of system UNKNOWN

Septic Tank Pumper [REDACTED] SULLARD JORDAN

Designer of System UNKNOWN

1. Number of people who live in house? 1 # adults 0 # children 1 # 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 TOWANDA HINSON

3. If you have a garbage disposal, how often is it used? [X] daily [] weekly [] monthly

4. When was the septic tank last pumped? 2014 How often do you have it pumped? WHEN NEEDED

5. If you have a dishwasher, how often do you use it? [] daily [X] every other day [] weekly

6. If you have a washing machine, how often do you use it? [] daily [] every other day [X] weekly [] monthly

7. Do you have a water softener or treatment system? [] YES [X] NO Where does it drain?

8. Do you use an "in tank" toilet bowl sanitizer? [] YES [X] NO

9. Are you or any member in your household using long term prescription drugs, antibiotics or chemotherapy? [] YES [X] NO If yes please list _____

10. Do you put household cleaning chemicals down the drain? [] YES [X] NO If so, what kind?

11. Have you put any chemicals (paints, thinners, etc.) down the drain? [] YES [X] NO

12. Have you installed any water fixtures since your system has been installed? [] YES [X] 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 [X] 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? BACKING UP

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 [X] NO If Yes, please list _____

OPERATIONS PERMIT

Name: (owner) George Stout New Installation Septic Tank
 Property Location: SR# 1120 Repairs Nitrification Line
 Subdivision Whisper Creek Lot # 18
 TAX ID# _____ Quadrant # _____
 Contractor: Otis Strickland Registration # _____

Basement with Plumbing: Garage:

Water Supply: Well Public Community

Distance From Well: 50+ ft.

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

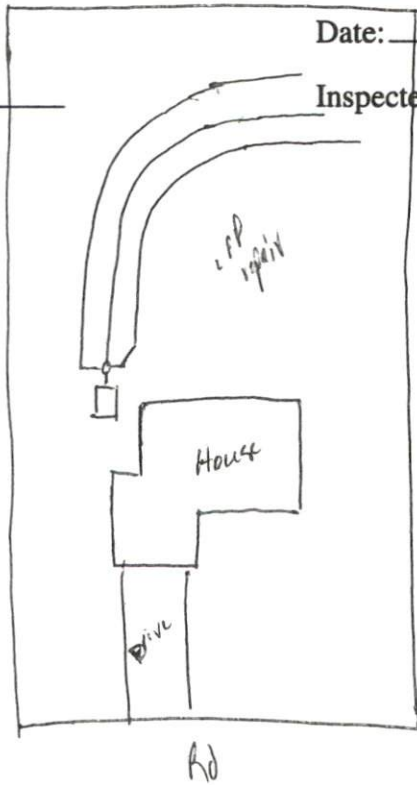
Type of system: Conventional Other _____

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

Subsurface Drainage Field No. of ditches 3 exact length of each ditch 100 ft. width of ditches 3 ft. depth of ditches 18-24 in.

French Drain: _____ Linear feet

PERMIT NO. 12863 Date: 12-31-97
 Inspected by: Thomas J. Boyce R.S.
 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) George W. Stant New Installation Septic Tank
Property Location: SR# 1120 Overhills Repairs Nitrification Line

Subdivision Whisper Creek Lot # 18

Tax ID # _____ Quadrant # _____

Number of Bedrooms Proposed: 3 Lot Size: .57 AC .48 AC

Basement with Plumbing: Garage:
Water Supply: Well Public Community

Distance From Well: 50m ft.

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

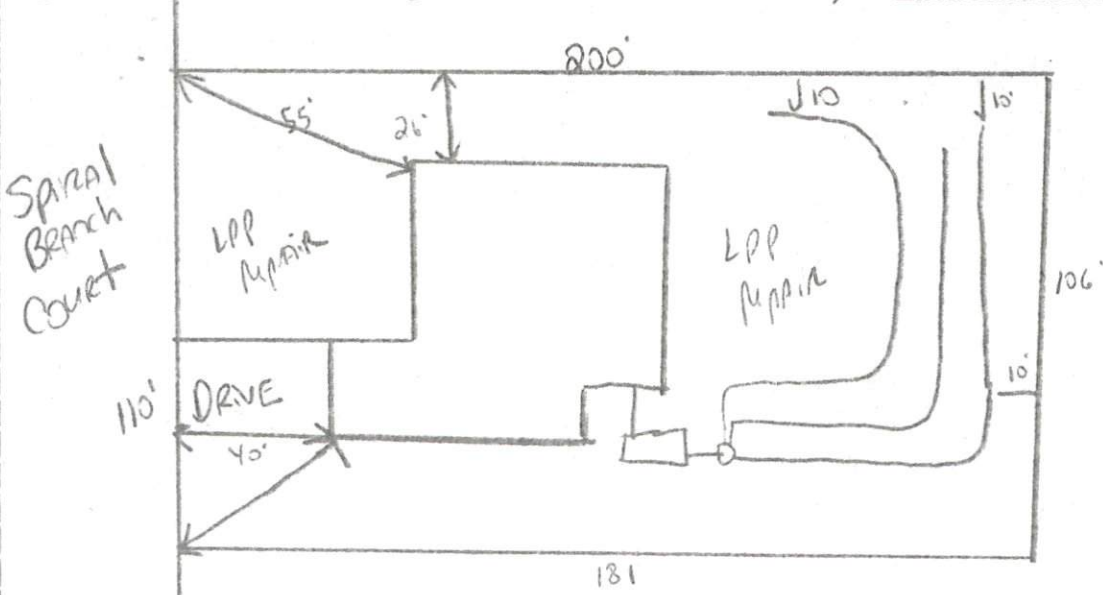
Subsurface Drainage Field No. of ditches 3 exact length of each ditch 100 ft. width of ditches 3 ft. depth of ditches 18-24 in.

French Drain Required: _____ Linear feet

Date: 7-21-97

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

Signed: [Signature]
Environmental Health Specialist



STUB OUT Plumbing shallow 18-24" Ditch Depth
Follow contours maintain all required setbacks
If 18-24" Ditch cannot be maintain due to Plumbing
STUB out Pump will be required.

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CHL-BEARING
C1	50.00'	28.87'	52.36'	60°00'00"	114°35'50"	50.00'	N 40°09'44"E
C2	50.00'	4.73'	9.44'	10°49'01"	114°35'50"	9.43'	N 84°45'14"E
C3	50.00'	21.14'	40.00'	45°50'12"	114°35'50"	38.94'	N 56°25'58"E
C4	50.00'	21.14'	40.00'	45°50'12"	114°35'50"	38.94'	N 09°24'34"W
C5	50.00'	21.14'	40.00'	45°50'12"	114°35'50"	38.94'	N 55°14'46"W
C6	50.00'	21.14'	40.00'	45°50'12"	114°35'50"	38.94'	S 78°55'02"W
C7	50.00'	21.14'	40.00'	45°50'12"	114°35'50"	38.94'	S 33°04'50"W
C8	25.00'	27.47'	41.62'	85°23'10"	229°10'59"	36.98'	S 57°51'19"W
C9	25.00'	21.92'	35.99'	82°29'51"	229°10'59"	32.96'	N 31°05'01"W



DAVID BLALOCK
1082/15

SETBACK REQUIREMENTS
FRONT _____ 35'
BACK _____ 25'
SIDES _____ 10'

THE LOT(S) ON THIS PLAT HAVE BEEN EVALUATED BY A PRIVATE CONSULTANT. BASED ON THIS REVIEW, IT APPEARS THAT LOT(S) ON THIS PLAT MEET APPROPRIATE REGULATION. NOTE THAT FINAL APPROVAL FOR EACH LOT REQUIRES ISSUANCE OF THE APPROPRIATE HARNETT COUNTY HEALTH DEPARTMENT PERMITS FOR SPECIFIC USE AND SITING IN ACCORDANCE WITH REGULATIONS IN FORCE AT THE TIME OF PERMITTING. THIS CERTIFICATION DOES NOT REPRESENT APPROVAL OR A PERMIT FOR ANY SITE WORK.

4-11-97 Norman J. Boye R.S.
DATE ENVIRONMENTAL HEALTH

CERTIFICATION OF OWNERSHIP, DEDICATION AND JURISDICTION
I (WE) hereby certify that I am (we are) the owner(s) or agent of the property shown and described herein and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building setback lines, and dedicate all streets, alleys, walks, parks and other sites and easements to public or private use as noted, and all of the land shown herein to within the subdivision regulation jurisdiction of Harnett County, North Carolina.

4/4 10/97
Date David J. Blalock III

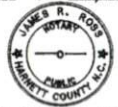
I MICKEY R. BENNETT DO HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
Mickey R. Bennett
RLS 1514

NORTH CAROLINA HARNETT COUNTY
I Mickey R. Bennett RLS do certify that this plat was drawn under my supervision/direct description recorded in Book _____, Page _____, etc.) that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, Page _____; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this _____ day of APRIL, A.D. 1997



Mickey R. Bennett
L1514
Registration Number

NORTH CAROLINA HARNETT COUNTY
I, a Notary Public of the County and State aforesaid, certify that Mickey R. Bennett, a Registered Land Surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument; witness my hand and official seal this _____ day of APRIL, 1997



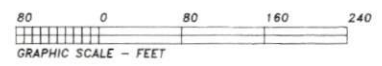
James R. Ross
Notary Public
My commission expires: 11-24-2001

NORTH CAROLINA HARNETT COUNTY
The foregoing certificate of James R. Ross, Notary of Harnett Co. Public is certified to be correct. This instrument was prepared for registration and recorded in Plat Cabinet F Slide 744D. This 17th day of APRIL 1997 at _____ PM.

TAX ID 01-0534-0008

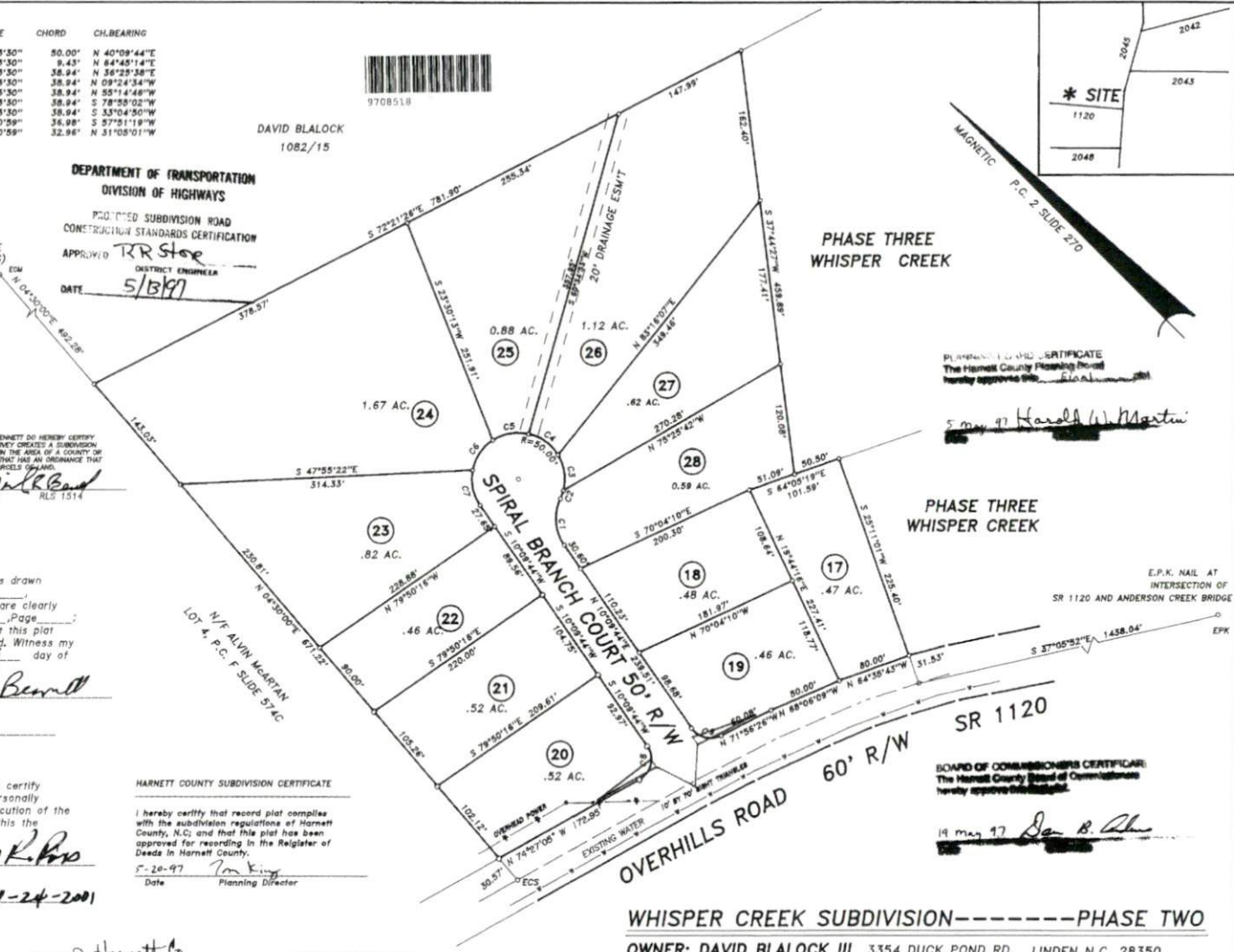
HARNETT COUNTY SUBDIVISION CERTIFICATE

I hereby certify that record plat complies with the subdivision regulations of Harnett County, N.C.; and that this plat has been approved for recording in the Register of Deeds in Harnett County.
Date 5-26-97 Tom King
Planning Director



DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROTECTED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION

APPROVED TRR Star
DISTRICT ENGINEER
DATE 5/16/97



PHASE THREE
WHISPER CREEK

PHASE THREE
WHISPER CREEK

PLANNING DIRECTOR CERTIFICATE
The Harnett County Planning Board
hereby approves this _____ day of _____ 1997

5 May 97 Harold W. Martin

E.P.K. NAIL AT
INTERSECTION OF
SR 1120 AND ANDERSON CREEK BRIDGE

BOARD OF COMMISSIONERS CERTIFICATE
The Harnett County Board of Commissioners
hereby approves this _____ day of _____ 1997

19 May 97 Don B. Rhee

WHISPER CREEK SUBDIVISION-----PHASE TWO

OWNER: DAVID BLALOCK III 3354 DUCK POND RD. LINDEN N.C. 28350

D.B. 980, PG. 0613 MARCH 6, 1997 ANDERSON CREEK TOWNSHIP
D.B. 1082, PG. 15 HARNETT COUNTY NORTH CAROLINA

NOTE: IRON STAKES AT ALL CORNERS
BENNETT SURVEYS, INC. SCALE 1"=80'
RT. 2, BOX 134, LILLINGTON, N.C. 27546 910-893-5252
SURVEYED BY RWB DRAWN BY JRR
CLOSURE BY MRB

Gayle P. Holder BY Bubba D. Baker RECORDED IN PLAT CABINET F, SLIDE 744D
REGISTER OF DEEDS ASSISTANT REGISTER OF DEEDS
- Deputy

PROJECT 96279A PHASE TWO

PC#F Slide 744D



FOR REGISTRATION REGISTER OF DEEDS
 KIMBERLY S. HARGROVE
 HARNETT COUNTY, NC
 2010 APR 08 10:38:22 AM
 BK: 2730 PG: 610-612 FEE: \$22.00
 NC REV STAMP: \$238.00
 INSTRUMENT # 2010004446

HARNETT COUNTY TAX ID#

01-0534-0008-18

4-8-10 BY KHO

Excise Tax \$ 238.⁰⁰

Recording Time, Book and Page

Parcel Identifier No: 010534 0008 18

Mail after recording to **Bain, Buzzard & McRae, LLP, Attorneys, 65 Bain Street, Lillington, NC 27546**

This instrument was prepared by **Bain, Buzzard & McRae, LLP, Attorneys, 65 Bain Street, Lillington, NC 27546**

**Brief Description for the index : Lot 18, Whisper Creek Ph #2
 Anderson Creek Twp**

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 13th day of **March, 2010** by and between

GRANTOR	GRANTEE
<p>Alejandro J. Afonso and wife, Donna Afonso</p> <p>20 Seneca Terrace Fredericksburg, VA 22401</p>	<p>Erin Yakush and husband, Steven Adams</p> <p>40 Spiral Branch Court Linden, NC 28356</p>

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

BEING all of Lot 18 in a subdivision known as Whisper Creek, Phase Two, and the same being duly recorded in Plat Cabinet F, Page 744-D, Harnett County Registry, North Carolina.

Property Address: **40 Spiral; Branch Court, Linden, NC 28356**
 Parcel ID No.: **010534 0008 18**

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 2075, Page 594-596, Harnett County Registry.

A map showing the above described property is recorded at Plat Cabinet F, Page 744-D, Harnett County Registry.

The above described property does does not include the primary residence of the Grantor.

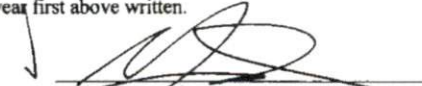
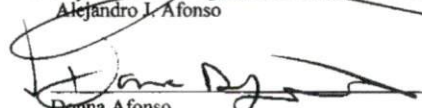
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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:

Any and all restrictions, roadway easements, and utility easements as may appear of record in the Harnett County Registry.

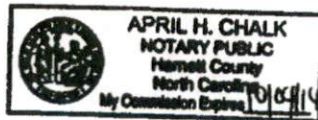
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

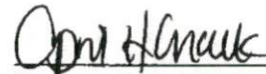
 (SEAL)
Alejandro J. Afonso
 (SEAL)
Donna Afonso

SEAL-STAMP

STATE OF ~~NORTH CAROLINA~~ COUNTY OF Harnett

I, April H. Chalk a Notary Public of the County and State aforesaid, certify that Alejandro J. Afonso and wife, Donna Afonso, both personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of March, 2010.




Signature of Notary Public
April H. Chalk
Printed Name of Notary Public

My Commission Expires: 10/04/14

EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

Long-term Rental Property

This Exclusive Property Management Agreement is entered into by and between Steven Adams, Erin Adams ("Owner") and Sybille McQuilkin 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: Linden County: Harnett, NC Street Address: 40 Spiral Branch Court Zip Code: 28356 Other Description:

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 November 1, 2013 ("Effective Date") and shall be for an initial term of 1 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 1 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. If Owner terminates this Agreement within 30 days of the Effective Date, Owner shall pay Agent a termination fee of \$300

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 \$ 100.00 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 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 2 years; (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.

REALTOR®

Owner Initials

[Signature]

Agent Initials

[Signature]



STANDARD FORM 401

Revised 1/2013

© 7/2013

Sybille McQuilkin Real Estate 451 Vick Keith Road Sanford, NC 27332 Phone: (910)366-1000 Fax: (919)498-2617 Sybille McQuilkin

Adams 40 Spiral

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 Eighteen Point Zero percent (18.000 %) per year on the amount of any outstanding balance thereof not paid to Agent within 30 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: _____ ; 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;
- (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 SM BR Agent Initials MR

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 MM BL Agent Initials MD

Page 4 of 6

STANDARD FORM 401
Revised 1/2013
© 7/2013

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 Steven Adams or Erin Adams 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 SA EA Agent Initials SA EA

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:

Steven Adams (SEAL) DATE: 11-13-13

Erin Adams (SEAL) DATE: 11-13-13

____ (SEAL) DATE: _____

____ (SEAL) DATE: _____

AGENT: Sybilie McQuilkin Real Estate McQuilkin Real Estate
[Name of real estate firm] 451 Vick Keith Road

BY: [Signature] Individual license # 232819 DATE: 10/28/2013
[Authorized Representative] Sanford, NC 27332

Address: 451 Vic Keith Road,

Telephone: (910) 366-1000 Fax: (919) 498-2617 Email: mcquilkinre@yahoo.com

Owner: Steven Adams

Address: 651 E Heather way

Contact information: _____

Social Security/Tax ID#: 299 82 3077
Home Work Cell Email

Owner: Erin Adams

Address: 11

Contact information: _____

Social Security/Tax ID#: 106701765
Home Work Cell Email

Owner: _____

Address: _____

Contact information: _____

Social Security/Tax ID#: _____
Home Work Cell Email

Owner: _____

Address: _____

Contact information: _____

Social Security/Tax ID#: _____
Home Work Cell Email