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

edward felicianos 5 @ yakeo. con Application for Repair EMAIL ADDRESS: PHONE (201) 856-M. Stern (Deceased) MAILING ADDRESS (IF DIFFFERENT THAN PHYSICAL) 1 Ballound Mill Ct. IF RENTING, LEASING, ETC., LIST PROPERTY OWNER NAME D. 5 acres SIZE OF LOT/TRACT STATE RD/HWY SUBDIVISION NAME LOT #/TRACT # Stick built [] Other\_ Type of Dwelling: [] Modular [] Mobile Home Number of bedrooms 🕹 [] Basement Dishwasher: Yes [] No [] Garbage Disposal: Yes [] No [] Garage: Yes [] No [/ County Water Supply: [] Private Well [ ] Community System 

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

1. A <u>"surveyed and recorded map"</u> and <u>"deed to your property</u>" must be attached to this application. Please inform us of any wells on the property by showing on your survey map.

 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.

Michelle M. Felicions (Executor) 08/28/23

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 []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)
Septic Tank Pumper  Designer of System  Designer of System
1. Number of people who live in house?# adults# children# total 2. What is your average estimated daily water usage?gallons/month or daycounty
water. If HCPU please give the name the bill is listed in paying at least \$ 40.00 amo
<ul> <li>3. If you have a garbage disposal, how often is it used? [] daily [] weekly [] monthly</li> <li>4. When was the septic tank last pumped? 08 14 How often do you have it pumped?</li> </ul>
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?
S. Da vey use an "in tank" tailet how! capitizer? [ ] VES [ ] NO
<ol> <li>Do you use an "in tank" toilet bowl sanitizer? [ ] YES [ ] NO</li> <li>Are you or any member in your household using long term prescription drugs, antibiotics or</li> </ol>
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?
first noticed? During in spection by buyer
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

B3641 - P977

For Registration Kimberly S. Hargrove Register of Deeds Harnett County, NC Electronically Recorded

2018 Sep 27 11:09 AM NC Rev Stamp: \$ 2.00 Book: 3641 Page: 977 - 979 Fee: \$ 26.00 Instrument Number: 2018013787

HARNETT COUNTY TAX ID # 07-0690-0072

09-27-2018 BY: MT

NORTH CAROLINA	GENERAL WARRANTY DEED
Excise Tax: 2.00	
Tax Account No. 0690-05-6861.000	Parcel Identifier No. 07-0690-0072
	of, 20, by:
Mail/Hold after recording: Monroe, Wallace & N	Morden, 3225 Blue Ridge Rd, #117, Raleigh, NC 27612
This instrument was prepared by: Monroe Wallace Law	Group, Raleigh, NC (without title certification or tax advice)
Brief description for the Index:	.5 acre, Hwy 27, Coats, NC
THIS DEED made this 26th day of September	er , 20 18, by and between
GRANTOR	GRANTEE
ANITA WHITLEY, unmarried	VIRGINIA M. STERN a 1% interest as a tenant-in common
2879 NC 27 E	11 Ballard Mill Court
Coats, NC 27521	Fuquay-Varina, NC 27526
All or a portion of the property conveyed X includes	does not include the primary residence of a Grantor.
The designation Grantor and Grantee as used herein shall include singular, plural, masculine, feminine or neuter, as	l include said parties, their heirs, successors, and assigns, and shall s required by the context.
WITNESSETH, that the Grantor, for a valuable considers has and by these presents does grant, bargain, sell and colland situated in the City of, Carolina, and more particularly described as follows:	ation paid by the Grantee, the receipt of which is hereby acknowledged, nvey unto the Grantee in fee simple, all that certain lot or parcel of Grove Township, Harnett County, North
*one percent (1%) interest as a tenant-in-commo	on in

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY REFERENCE THERETO

Submitted electronically by "Monroe, Wallace & Morden, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1270, Page 547	
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 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:	the
-This conveyance is subject to all liens, rights-of-way, easements, covenants and restrictions of record, if any.	
-This conveyance is subject to 2018 ad valorem tax and for subsequent years.	
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.	
(SEAL) Anita Whitley (SEA	AL)
(SEAL)	AL)
State of North Carolina, County of Wake	
I, a Notary Public for the County of and the State of North Carolina, do hereby certify that personally appeared before me this day a	
stamp or seal this 26th day of day of Notary Public J dwegory WALLACE MY Communication Expires: 415/2023	ial
I, a Notary Public for the Country of Country and the State of North Carolina, do hereby certify that,	æd
power of attorney duly executed, acknowledged, and recorded in Book, for the office of Register of Deeds  County, and that this instrument was executed under and by virtue of the authority granted by said	s,
acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said	
Witness my hand and Notarial stamp or seal this day of, 20	<del>-</del> -
Notary Public My Commission Expires:	_
The foregoing Certificate(s) of	-
This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.	
By:, Register of Deeds for County  Deputy/Assistant Register of Deeds	ity
DCDUIV/Assistant Register of Deed	de

### EXHIBIT A

This being a part of the B. A. Norris property located on the Coats and Buies Creek Highway. BEGINNINGS 519 feet from the run of Thornton Creek, the west corner of E. L. Parrish lot surveyed by Herbert L. Johnson, 1955, and runs as the west line of E. L. Parrish lot North 21 degrees East 210 feet to an iron stake, (Parrish corner) thence North 69 degrees West 105 feet to a corner with C. B. Denning, then South 21 degrees West 210 feet to the center of Coats and Buies Creek Highway; thence along the center of said highway, South 69 degrees East 105 feet to the BEGINNING corner, containing ½ acre, more or less. This being surveyed by H. T. Turlington, Surveyor, in 1956.

For a further and more adequate description reference is hereby made to survey entitled "PROPERTY OF ERNEST N. CALL MARGERY M. CALL," Grove Twp., Harnett County, N. C., prepared by Piedmont Surveying, Dunn, N. C., dated October 9, 1990, and described by metes and bounds as follows:

BEGINNING at a found nail in the centerline of N.C. Hwy. 27 (60' R/W) located South 72 degrees 45 minutes 00 seconds East 482.01 feet from the centerline intersection of N.C. Hwy. 27 and N.C.S.R. 1563, said point also being the southeast corner of a 30 foot road which is a portion of the Mrs. C. B. Denning tract as described in Deed recorded in Book 360, at Page 525, Harnett County Registry, and running thence from said beginning point as the eastern line of said 30 foot road North 17 degrees 15 minutes 00 seconds East 210.00 feet to a found iron pipe, being a corner with said Mrs. C. B. Denning tract; thence as the southern line of said Mrs. C. B. Denning tract South 72 degrees 45 minutes 00 seconds East 150 feet to a found iron pipe located in said Mrs. C. B. Denning line and being the northwest corner of the Edward L. Stewart tract as described in Deed recorded in Book 488, at Page 27, Harnett County Registry; thence as the western line of the said Edward L. Stewart tract South 17 degrees 15 minutes 00 seconds West 210.00 feet to a found iron nail located in the centerline of N. C. Hwy. 27 and being North 72 degrees 45 minutes 00 seconds West 817.82 feet from the centerline of Thornton Creek; thence as the centerline of N.C. Hwy. 27 North 72 degrees 45 minutes 00 seconds West 150.00 feet to the beginning, and being a portion of the B. A. Norris property as deeded to Michael Anthony Peede in Deed recorded in Book 652 at Page 810, Harnett County Registry.

4 !

STATE OF NORTH CAROLINA	File No. 23E0045
STATE OF NORTH CAROLINA	
Harnett County	In The General Court Of Justice Superior Court Division Before the Clerk
IN THE MATTER OF THE ESTATE OF:	
Name Virginia Medel Stern	LETTERS
	TESTAMENTARY
	G.S. 28A-6-1; 28A-6-3; 28A-11-1; 36C-2-209
The Court in the exercise of its jurisdiction of the probate of we the fiduciary, has adjudged legally sufficient the qualification of issued in the above estate.	
The fiduciary is fully authorized by the laws of North Carolina estate, and these Letters are issued to attest to that authority	
Witness my hand and the Seal of the Superior Court.	
	×*
Name And Address Of Fiduciary 1	Date Of Qualification
Michelle Feliciano 2879 NC Hwy 27 East	01/19/2023
Coats, NC 27521	Clerk Of Superior Court
Title Of Fiduciary 1	Renee Whittenton
Executrix	EX OFFICIO JUDGE OF PROBATE
Name And Address Of Fiduciary 2	Date Of Issuance 01/19/2023
	Signature T. Blomquist
Title Of Fiduciary 2	Deputy CSC X Assistant CSC Clark Of Superior Court

**SEAL** 

NOTE: This letter is not valid without the official seal of the Clerk of Superior Court.

6 /

AOC-E-403, Rev. 7/06 © 2006 Administrative Office of the Courts

### CERTIFICATION OF VITAL RECORD - WAKE COUNTY, NC - REGISTER OF DEEDS

	7557				NOR	TH CAROL		RTMENT OF I.C. VITAL F FIFICATE	ECORD	S	UMAN SERVICES	TATE FI	LE NO							
DECEDENT PE/PRINT IN PERMANENT LACK, BLUE-	1a FIRST Virginia	S LEGAL NAME		MIDDLE edel				1c. LA Ster					SUFFIX	Mec.	T NAME PRIOR TO FIRST RRIAGE   e					
BLUE INK	2. SEX Female	3a, AGE-LAST BIRTHDAY (Yrs) 83		1	Bc. UNDE	Minutes	SEP 19			5. BIRTH	PLACE (County/St	tate or Fo	oreign Coun		cember 18, 2022					
	7a. PLACE C Inpatient				7b. FACILITY NAME (If not institution, give street, number, city or town) WakeMed Raleigh Campus  MARITAL STATUS  [9. SURVIVING SPOUSE (Give name prior to first															
	7c. COUNTY Wake			8. MARITA Widow	ed		SINESS/INC		SURVI	VING SPO	JUSE (Give name	pnor to		DENT'S SOCIAL SECURITY						
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	12a. RESIDE North Car	NCE-STATE OR FO	OREIGN CO	DUNTRY	•			Har	nett	NCE-CO		2000	Fuquay \	/arina	TY OR TOWN					
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PARENTS	Bachelor 17. FATHER	s degree	st, Middle,	Last, Suffix)	20104		Hispanic/ o First Marr	lage)  18		IER/PARE		Middle, I	Last, Suffix)	(Last Na	me Prior to First Marriage)					
	Eusebio I 19a. INFORM Michelle	MANT'S NAME			b. RELAT	TIONSHIP	, State, Zip ( a, NC 27													
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	Joel Edw	URE OF FUNERAL ard Branch (Sig	nature A	Authentic	ated)			FS23	SENSE SENSE	NO.	Josefa M.				FS2851					
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CERTIFIER	I certify that 33a SIGNAT Peter William	at, to the best of m TURE AND TITLE OF In Heetderks, MD (Sk AND ADDRESS OF C	CERTIFIE gnature Au	R thenticated)	occurr	ed at the	time, date	33b.	e, and o	E NO.			33c. DATE 12/18/2	2022	•					
REGISTRAR	Peter Wil	liam Heetderks, URE OF LOCAL REC	3000 N	ew Bern	Ave, R	aleigh, i	NC 2761	0				83311			REGISTERED BY STATE					
		Veale (Signatur D DATE(S) CORREC				-				112	LULUEE			1222						

This is to certify that this is a true and correct reproduction or abstract of the official record filed in this office.

Witness my hand and official seal this the 28th day of December 2022

0321006

Jammy Brunner

Register of Deeds, Wake County

Printing specifications/security features: 24 lb. Security Paper • Void Pantograph • Micro Printing

Any alteration or erasure voids this certificate. Do not accept unless on security paper with Register of Deeds seal clearly embossed in left corner.

Real Estate -PS. 19731

APR 30 9 35 AM 'EO REGISTER OF DEEDS HARNETT COUNTY, N.C.

Recise Tax		Recording Time, Book and Page
Tax Lot No.		Parcel Identifier No.
Verified by	County on	the day of
by		
Mail after recording to > Mr. &	Mrs. Kenneth L.	Mills, Rt. 2, Fuquay-Varina, NC 27526
This instrument was prepared by J.	ames F. Penny, J.	Attorney at Law, Lillington, NC 27546
Brief description for the Index		
NORTH CA	ROLINA GEN	ERAL WARRANTY DEED
THIS DEED made this 23rd de	ofAPRIL	
GRANTOR	12	GRANTEE

BURLENIA R. DEAN, widow, of Harnett County, North Carolina KENNETH L. MILLS and wife, DORIS DEAN MILLS of Harnett County, North Carolina



Enter in appropriate block for each purity name, address, and, if appropriate, character of entity, e.q. corporation or parter

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is Sereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that HECTOR'S CREEK Township, certain lot or parcel of land situated in the City of ......

HARNETT County, North Carolina and more particularly described as follows:

All that certain tract or parcel of land containing two acres, more or less, in Hector's Creek Township, Harnett County, North Carolina, and is located on the south side of the Chalybeate Springs Baptist Grove Church Road approximately 10% miles Northwest of the Town of Lillington and 8 miles Southwest of the Town of Fuquay Springs, N. C., and is bounded now or formerly on the North by the public road, on the West by the lands of Relue Arnold, and on the East by other lands of the Dean Estate and is more particularly described as follows: REGINNING at a stake in path at J. A. Gilbert's corner and runs as by other lands of the bean lateful and is more particularly described as follows: BEGINNING at a stake in path at J. A. Gilbert's corner and runs as his line South 49 West 3 chains and 80 links to a stake and pointers; thence as G. D. Lockamy's line North 42 West 5 chains and 30 links to a stake and pointers the corner; thence North 49 East 3 chains and 30 links; to a stake, J. W. Dean's corner in the path; thence as said path (now public road) South 42 East 5 chains and 30 links to the beginning and contains two acres, more or less.

A map showing the above described property is recorded in Plat Book						
THE CONTRACT CAROLINA.  NORTH Carolina.						
he same in fee simple, that title is marketable and free and clear of all encumbrances, and that to tamor will warrant afford the title against the lawful claims of all persons whomoever except for the exceptions have instituted. This to the property hereinabove described is subject to the following exceptions:  IN WITHERS WHERROT, the Grance has become set his hand and seed, or if corporate has caused this instrument to be signed in properties also be because affined by archerity of its beared of bleeters, the day and year lawry written.  (Corporate Name)  (Corpo	he Grantee in fee simple.					
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Corporate Name)  Burlenia R. Dean  (Signature						
Secretary (Corporate Seat)  Description of the County and State aforemed, certify that BURLENIA R. DEAN Widow.  DUBLIC personally appeared before me this day and acknowledged the execution of the Secretary State of the County and State aforemed, certify that BURLENIA R. DEAN Widow.  Description of the Secretary State of the County and State aforemed, certify that I saw and and efficial stamp or seal, this Description of the Secretary State of the County and State aforemed, certify that I secretary Public of the County and State aforemed, certify that I secretary State of the County and State aforemed, certify that I secretary se			A	urlinia	R Dico	
Secretary (Corporate Seal)  Secretary (Corporate Seal)  Secretary (Corporate Seal)  NORTH CAROLINA, HARNETT  County  Widow,  Dersonily appeared before me this day and acknowledged the execution of the foregoing instrument. Witness  hand and official stamp or seal, this 33 day of  Secretary (County)  In North Carolina, Stamp or seal, this 33 day of  Secretary Public of the County and State aforesald, certify that  A resonant property of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State aforesald, certify that  Secretary Public of the County and State a	V		60	Dor Telita	a. Dean	1
NOTARY  NORTH CAROLINA. HARNETT  NOTARY  A being Public of the County and State aforemid, cortify that BURLENIA. R. DEAN, Widow. Widow.  PUBLIC  A personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness  hand and official stamp or seal, this 33 day of 1980  My commission expires: 8-21-83 Relical Public Hestary P  SEAL-STAND  NORTH CAROLINA. County  I, a Metary Public of the Cressty and State aforestaid, certify that  personally came before me this day and acknowledged that he is Seatetal  A metary Public of the cressty and State aforestaid, certify that  personally came before me this day and acknowledged that he is Seatetal  A metary Public of the cresstate, the foregoing instrument was signed in its name by its  given and as the act of the corporation, the foregoing instrument was signed in its name by its  given and as the act of the corporate seal and attended by as its  Breatfent, scaled with its corporate seal and attended by  Witness my hand and official stamp or seal, this Asy of 19  Notary P  The foregoing Certificate(s) of Recommend and this certificate are duly registered at the date and time and in the Book and Page shown of the page hereof.  BEOLIFICATION OF DEEDS FOR MARKETT.		985				(B1
NOTARY  NORTH CAROLINA. HARNETT  NOTARY  A being Public of the County and State aforemid, cortify that BURLENIA. R. DEAN, Widow. Widow.  PUBLIC  A personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness  hand and official stamp or seal, this 33 day of 1980  My commission expires: 8-21-83 Relical Public Hestary P  SEAL-STAND  NORTH CAROLINA. County  I, a Metary Public of the Cressty and State aforestaid, certify that  personally came before me this day and acknowledged that he is Seatetal  A metary Public of the cressty and State aforestaid, certify that  personally came before me this day and acknowledged that he is Seatetal  A metary Public of the cresstate, the foregoing instrument was signed in its name by its  given and as the act of the corporation, the foregoing instrument was signed in its name by its  given and as the act of the corporate seal and attended by as its  Breatfent, scaled with its corporate seal and attended by  Witness my hand and official stamp or seal, this Asy of 19  Notary P  The foregoing Certificate(s) of Recommend and this certificate are duly registered at the date and time and in the Book and Page shown of the page hereof.  BEOLIFICATION OF DEEDS FOR MARKETT.		r. emed ML	8			
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NOTAR:  NOTAR:  A Notary Public of the County and State aforemid, certify that	· · · · · · · · · · · · · · · · · · ·	Secretary (Cornerate Scal)	SE			
SEAL-STAMP  NORTH CAROLINA,	agricoratio of	The state of the s	RNETT	County.	BURLEN	IARDEAN,
L a Notary Public of the County and State aforceald, certify that  personally came before me thic day and acknowledged that he is Beauty  a North Carolina corporation, and that by authority given and as the act of the corporation, the foregoing instrument was signed in its name by its same by its page foreign as first page foreign certificate(s) of  Notary P  The foregoing Certificate(s) of  An certified to be correct. This instrument and this certificate are delay registered at the date and time and in the Beesh and Page shown of the page hereof.  HEOSETER OF DEEDS YOR.	PUBLIC		this day and a	cknowledged the exec	ution of the foregoing	instrument. Witness
personally came before me this day and acknowledged that he is	PUBLIC		this day and a	cknowledged the exec	ution of the foregoing	instrument. Witnes
A North Carolina corporation, and that by anthority given and as the act of the corporation, the foregoing instrument was signed in its name by its great with its corporate seal and attend by an its great with its corporate seal and attend by an its great with seal of the foregoing Cartificate(a) of great	PUBLIC O	personally appeared before me  hand and official stamp or seal,  My commission expires: 8-2  MORTH CAROLINA,	this day and a this 33 a 1/-83	eknowledged the exact ay of	ution of the foregoing	19.80
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Witness my hand and official stamp or seal, this	PUBLIC COUNTY	Personally appeared before me  hand and official stamy or seal,  My commission expires:  NORTH CAROLINA,  L a Metary Public of the County personally came before me this	this day and a this 33 a 1-83 My and State is day and scho	ckinowledged the exact and an arms of	ution of the foregoing	instrument, Witness 1980  Delay P
Sty commission expires:  Notary P  The foregoing Certificate(s) of   All Experiment and this certificate are duly registered at the date and time and in the Book and Page shown of   Hard page hereof.  HEGISTER OF DEEDS YOR.	PUBLIC COUNT	Personally appeared before me hand and official stamp or seal, My commission expires:  NORTH CAROLINA, L a Notary Public of the Country personally came before me this	this day and a this 33 d 1/-83 sty and State day and ache	ckinowledged the exact and a second county.  County.  County that he worldged that he world Go a North County as North County	ution of the foregoing	instrument, Witness 19 80 19 80 Westary F Bestetal
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### Ambassador Inspections Robert Smith

### Ambassadorinspections1@outlook.com

919.339.5633 PO Box 337 Bunn, NC 27508

Character and the second secon	08-14-2023   10:24:19
Street:	2879 NC 27
City:	Coats
State:	NC
Zip Code:	27521
Client Name:	Bridget Sadeck
Date of Inspection:	2023-08-14
Advertised number of bedrooms as stated in MLS or as stated in attatched in sworn statement by owner or owner's representative:	2 bedrooms
Designed system size or number of bedrooms as stated in available local health department information in gallons per day:	Unknown ,no permit.
Inspection shall include any part of the system loacted more than 5 feet from the primary structure that is part of the operations permit:	yes
Copy of Operations permit from County Environmental Health attached:	no
Issuing County:	N/A
Operations Permit Unavailable:	yes
System requires a certified subsurface water pollution control system operator pursuant to G.S. 90A-44;	no
Current Operator's name:	N/A
Most recent performance, operation and maintenance reports available?:	no
Type of water supply:	well
Distance in feet from house or structure:	8 feet
Distance in feet from well or spring (if applicable):	66 feet
Distance in feet from water line (if applicable):	Unknown
Distance in feet from property line if said propery lines are known or marked:	Unknown
Distance in inches from finished grade to top of tank or access riser:	5 inches
Access Risers Present:	no
Inlet Tank Lid Intact:	yes
nlet Tank Lid Description:	Concrete slabs.
Outlet Tank Lid Intact:	yes
Outlet Tank Lid Description:	Concrete slab.
Baffle Wall Condition:	good
Inflow tank is noted as::	sufficient
s water level in tank relative to tank	yes

### Public Records/Tax

PIN # Tax Map/Blk/Prcl/Lot Legal Description Lo32 Canterbury Sub Ph1 Bm1993-257 City Limits Of Yes 0743688241

Inside City

Features

A/C Central Air, A/C Age 6+ Years, Gas Pack Fireplace Property Type Detached

Property Description Single Family

Bath Features Bath/Shower, Garden Tub, Tub/ Attic Description Scuttle

Design 2 Story Construction Type Site Built Sep Shower

Electric Range, Garage Opener, Microwave, Dining Eat-in Kitchen, Living/Dining Room Equipment/Appliances Dishwasher, Disposal,

Exterior Finish HrdBoard/Masonite Exterior Features Gutters, Patio, Walking Trails Neighborhood Playground

Flooring Carpet, Vinyl Floor Fireplace Description In Family Room, Wood Burning

Interior Features 10Ft+ Ceiling, Cathedral Ceiling, Ceiling Fan, Kitchen Island Lot Description Cul-De-Sac, Hardwood Trees, Fuel Heat Natural Gas Heating Forced Air, Heat Age 6+ Yrs, Gas Pack

Other Rooms 1st Floor Master Bedroom Parking Attached, Garage

> Water/Sewer City Sewer, City Water Water Heater Washer Dryer Location 1st Floor, Laundry Room Roof Shingle, Roof Age 6-10 Years Gas

Tax Annual Amount \$3,587

Tax Rate Tax Value

\$369,942.00

Approx Ft of Wtr Frontage Water Body Name Waterfront Type Waterfront Access

Green Fields

**Green Building Cert** Green Cert. Uploaded ? Green Bldg HERS Rating Green Building HERS?

**Green Building Features** 

## **Listing Agent Information**

Armand Lenchek - PrfPh: 919-913-2627

208093 List Agent - Agent Name and Phone List Agent - E-mail

armand@hpw.com

301108 Co-Agent - Agent Name and Phone C1232 Listing Office - Office Name and Phone Howard Perry & Walston Realtor - OFC: 919-960-6300 Michelle R Lytle-Westrom - PrfPh: 919-636-9024

Combo LB, Vacant Commission to Sub Agent Variable Rate

ShwExptoBe

Commission to Buyer Agent

%%

3.0 No

Compensation

Selling/Closing Information

Selling Office - Firm License Selling Agent - License ID Selling Agent 2 - License ID

Showing Instructions **Hours Notice for Showing** 

Appointment Phone

855-870-3200

Showing Information

Sold Price/List Price Sold Price Selling Office 2 - Firm License

Closing Date Due Diligence Exp Date Contract Date

**Financial Concessions** Contingent Addendum Selling Information

Other Concessions Terms of Sale

Special Conditions No Special Conditions

Competing Offers Sold Price/Sqft

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outlet?:	
Outlet T present:	ves
Outlet T Description:	Could not see outlet tee because the solids are over the top of it if it is in there.
Outlet filter present:	no
Effluent leaves the oulet:	no
Effluent Leaves Discription:	Lines seemed dry but the solids are all the
	way to the top.
Roots Present in Tank:	no
Evidence of Tank Leakage:	no
Evidence of Non-permitted Connections:	no
Connection Present From House to Tank:	yes
Connection Present From Tank to Next	ves
Component:	700
Percentage of solids in tank:	Completely full.
Unable to locate tank. (System	no
Inspection cannot be completed until	
tank is located.):	
Date tank was last pumped:	Unknown
Pump Tank Present:	no
Distance in feet from house or structure:	n/a
Distance in feet from well or spring (if	n/a
applicable):	1"
Distance in feet from water line (if	n/a
applicable):	11/4
Distance in feet from property line if	n/a
said propery lines are known or marked:	11/4
Access riser:	no
Riser Description:	n/a
Condition of Riser Lid:	n/a
Control Panel Description:	n/a
Audible and Visual Alarms Functional:	no
Pump turns on and effluent is delivered	no
o next component:	
Inable to operate pump due to lack of	no
electricity on site at time of	
nspection:	
Distribution Box:	no
System type::	Conventional
Pretreatment Present:	no
Number of Lines:	1
ength of lines:	180 feet
vidence of Past or Current Surfacing:	no
/egitation, grading and/or drainage	no
noted that may affect the conditions the	
ystem or system components present:	
ffluent is reaching the dispersal field:	no
Conditions present that prevented or	no
indered the inspection:	
dverse conditions present that require	no

24	24	77.47	24	24	24
246025 ACTI 1 VE	249306 ACTI 2 VE	248787 ACTI 7 VE	249313 ACTI 7 VE	249407 ACTI 7 VE	249148 ACTI 8 VE
205 Sutherland Drive	12505 Honeychurch Street	1201 Groves Field Lane	10004 Goodview Court	5109 Windance Court	27 Brushwood Court
Olde Liberty	Wakefield	Heritage	10004 Goodview Wildwood Green Court	Sunset Ridge	Chapel Ridge
2,004 Stron 2022 gLast Home s	2,613	2,739 AMM ONS BUIL DING COR P	2,400	2,453	2,778 Carus 2023 0 Home s
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### Ambassador Inspections Robert Smith

### Ambassadorinspections1@outlook.com

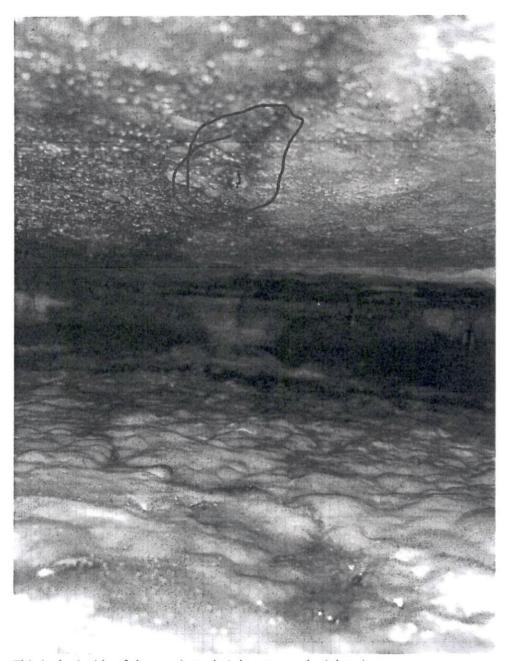
919.339.5633 PO Box 337 Bunn, NC 27508

repair or subsequent observation or	
warrents further evaluation by the local	
health department:	
Other pertinent facts noted during	*** Because the house is vacant the lines
inspection::	would be dry. Because the tank is so full
	there is no way to see if the outlet tee is in
	place and if the line is clogged with solids.
Inspector Name:	Robert Smith
Certification #:	50651
Inspector Address:	PO Box 337, Bunn, NC 27508
Inspector Phone:	(919) 339-5633
Disclaimer:	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:	- Inspection
Summary:	
Summary.	1. *** septic tank needs to be pumped.
	2. *** very likely that the out tee is either full of solids and or missing and the leach line could be full of solids. Because the house is vacant the line would be dry. There is no way to know until tank is pumped. Recommend trying to run a camera through the line to inspect it for solids.
*	I did not see any sign of surfacing in the leach field.
	4. I located approximately 180 feet of leach line.

1/30/22	1/27/22	1/10/22	1/2/1/22	22 for 12	27/12/2	20/20/2	2/21/22	3/12/22	2/28/22	2/22/22	2/14/22	4/14/22	3/21/22	4/3/22	4/4/22	4/12/22	5/11/22	4/16/22	77/81/6	27/77/10	3/20/22	27/4/5	27/1/0	27/0/0	22/04/2	5/13/22	6/15/22	6/14/22	6/15/22	9/1/22	12/1/22	12/25/22	12/31/22	12/21/22	//28/22	22/1/0	27/77/6	27/11/6	27/47/0	27/57/0	22/1/11	77/47/77	27/02/11	27/12/01	22/12/6	9/21/22	8/21/22	77/61/1	22/12/2	27/2/2	3/2/22	27/12/6	2/1/1/	77/17/1	3/8/22	4/1/22	27/1/2	77/57/4	77/41/5	5/14/32	4/21/22	5/21/22	5/23/22	5/31/22	6/8/22	6/21/22	6/8/22	6/8/22	7/5/22	7/21/22	4	DATE	
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Number One Pho	back	ni Nora	Mami Nora	ies On Pho	jet		SECII	char One Bho	Cafetoria	Carolina Ale House	stron Mexican Grill	He de San Blass Seafood	Bojanges	Cracker Barrell	HOP Store	hiponsite	Staples	Autzone	Number One Pho	NC Seafood Restaurant	orrero	Kaleign airport Kesto	55 Diner - Lilington	CS Dinor Hillington	Daniela Vestaniant	Daniels Bostourant	ino Express	Nantucket Grill	Hibachi	5	8	NC	EX	EX	High House Billiards	MC Designed Resemble and	ongnom steaknouse	Number One Pho	Potore	Ine Shrimp Factory	rr chang	vumber One Pho	Ale House	EX.	2 2	2 2	Y3	MIKE BOWER	CX.	Nealogy		S A	7	EX	uny Mendoza	Mike Bower	Maria Allende Barnard	ene nugo	PAANC	NC NC	EX	EX	Bill Page Toyota	Costco	NC DOR				ts USA			PAID TO	
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### Ambassador Inspections Robert Smith Ambassadorinspections1@outlook.com 919.339.5633

PO Box 337 Bunn, NC 27508



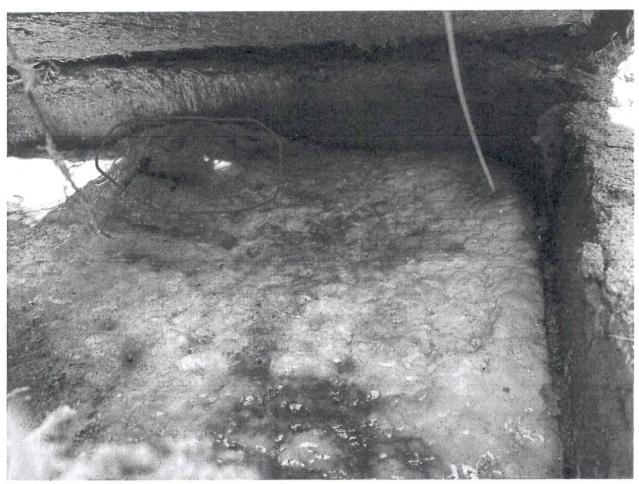
This is the inside of the septic tank; I do not see the inlet pipe.

- \*\*\* Looks like there might be a crack in the top of the tank. This is a very old tank. It might be that another slab of concrete could be put down in this its place. Recommend talking to a licensed septic company to see what needs to be done to correct this issue.
- \*\*\* The septic tank needs to be pumped and then I recommend having a camera run down the line to see if it is full of solids. If it is, then it would need a new drain field.

	-								-					-	_			7/20/22	7/24/22	7/12/22	6/20/22	5/19/22	2/12/22	2/10/22	2/6/22
																		Town Hall Burger	Number One Pho	Torrero's	Staples	Staples	Angus Barn	PF Chang	IHOP Store
																		Presentation exp - Moran	Presentation exp - Tafessee	Presentation exp - McCarthy	ink	Copy Paper	Presentation exp - Bill Jones closing	Presentation exp - Scott Robinson/McCarthy	Presentation exp - Batts
												1	\$ 17.011.25 \$					\$ 77.84 \$						\$ 28.19	
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### Ambassador Inspections Robert Smith Ambassadorinspections1@outlook.com

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You can not see the outlet tee because the solids are over it.

## **CMA Summary Report**

# **RESIDENTIAL Summary Statistics**

SP:\$430,000	LP:\$485,000	High
\$430,000	\$430,000	Low
\$430,000	\$460,000	Average
\$430,000	\$462,500	Median

## **RESIDENTIAL - Active**

	2
201111	3
	107
9 8	4
-	
	1
0	0
2	

1 249315	The second
157 TWNHS	T TOPPES
3643 Edgemont Drive	Mulicas
Bentley Ridge at Olde Town	Jun Ione
3	Dens
4	IOCDUIS
2004	TIGIL
2,561	LVIIGATEDOT
0	DOM
\$475,000	-
\$185.47	LP/LyngAreasr

## **RESIDENTIAL - Sold**

## **Number of Properties: 1**

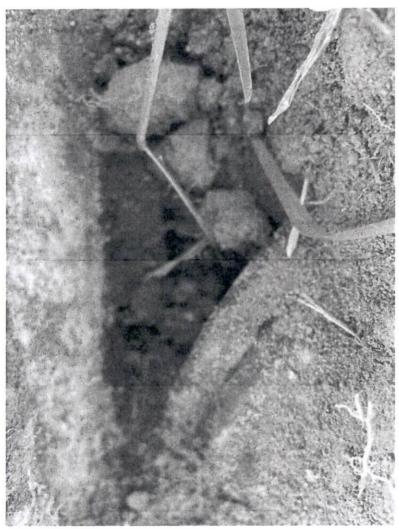
1	Num
2479367	MLS#
2479367 TWNHS	MLS # PropDesc
3530 Edgemont Drive	Address
3530 Edgemont Drive Bentley Ridge at Olde 3	Subdiv
ω	Beds
4	TotBths
2005	YrBlt
1.00 2,59	SPLP Lyne
2,596	AreaS
22	F DOM LP
\$430,000 \$165.64	F
\$165.64	LP/LvngAreaSF
\$430,000	SP
\$165.64 \$165.64	SP/LvngAreaSF

# **RESIDENTIAL - Pending**

# Number of Properties: 2

Avg	2	1	Num
	2490101	2491553	MLS#
	MHNWT	TWNHM	PropDesc
	4030 Abbey Park Way	4132 Earl Grey Court	Address
	Bentley Ridge at Olde Town	Bentley Ridge at Olde Town	Subdiv
ω	ω	ω	Beds
4	4	4	TotBths
2004	2005	2004	YrBlt
2369	2,473	2,266	LvngAreaSF DOM LP
ω	2	5	DOM
\$467,500 \$197.36	\$485,000 \$196.12	\$450,000 \$198.59	LP
\$197.36	\$196.12	\$198.59	LP/LvngAreaSF

### Ambassador Inspections Robert Smith Ambassadorinspections1@outlook.com 919.339.5633 PO Box 337 Bunn, NC 27508



I do not know what this piece of corrigated pipe is for, I would normally think that it is the leach line because it is located about where the outlet pipe is located. However it is not attached to anything.on the tank; it is just up above the outlet pipe.



### Working With Real Estate Agents Disclosure (For Sellers)

### **IMPORTANT**

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact before asking for or
  receiving your confidential information and (2) give you a copy of the form after you sign it. This is for your own
  protection.
- Do <u>not</u> share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

share your confidential information with others. Note to Agent: Check all relationship types below that may apply to this seller. Seller's Agency (listing agent): The agent who gave you this form (and the agent's firm) must enter into a written listing agreement with you before they begin to market your property for sale. If you sign the listing agreement, the listing firm and its agents would then represent you. The buyer would either be represented by an agent affiliated with a different real estate firm or be unrepresented. Dual Agency: Dual agency will occur if your listing firm has a buyer-client who wants to purchase your property. If you agree in a written agency agreement, the real estate firm, and any agent with the same firm (company), would be permitted to represent you and the buyer at the same time. A dual agent's loyalty would be divided between you and the buyer, but the firm and its agents must treat you and the buyer fairly and equally and cannot help you gain an advantage over the other party. Designated Dual Agency: If you agree in a written agency agreement, the real estate firm would represent both you and the buyer, but the firm would designate one agent to represent you and a different agent to represent the buyer. Each designated agent would be loyal only to their client. Buyer Agent Working with an Unrepresented Seller (For Sale By Owner, "FSBO"): The agent who gave you this form will not be representing you and has no loyalty to you. The agent will represent only the buyer. Do not share any confidential information with this agent. Note to Seller: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it. Seller's Signature Seller's Signature Date

Agent's License No.

Firm Name

Agent's Name

### Ambassador Inspections Robert Smith

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The orange flags show the leach line. I found about 180 feet. The leach line is dry, house Is vacant.

### Questions and Answers on: WORKING WITH REAL ESTATE AGENTS

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work only for the seller. In other transactions, the seller and buyer may each have their own agents. And sometimes the same agent or firm works for both the buyer and the seller in the same transaction. It is important for you to know whether an agent is representing you as your agent or simply assisting you while acting as an agent of the other party.

Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others and this could hurt your ability to negotiate the best deal for yourself.

To assist buyers and sellers in understanding the roles of real estate agents, the Real Estate Commission requires agents in sales transactions to (1) review a "Working With Real Estate Agents Disclosure" with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of the Disclosure form after you sign it. The Disclosure form is for your education and protection and is not a contract.

This Q&A brochure assumes that you are a prospective buyer or seller and answers common questions about the various types of agency relationships that may be available to you. It should help you:

- decide which relationship you want to have with a real estate agent
- give you useful information about the various services real estate agents can provide buyers and sellers
- explain how real estate agents are paid

IMPORTANT NOTE ABOUT RACIAL EQUALITY AND FAIR HOUSING: The Commission is committed to the principles of excellence, fairness, and respect for all people. It is our goal to ensure that brokerage activities are conducted in fairness to all and to end discrimination in the sale or rental of all real estate. In residential sales and rental transactions, agents must comply with the Fair Housing Act which prohibits discrimination on the basis of the race, color, religion, sex, national origin, handicap, or familial status of any party or prospective party. For more information on the NC Fair Housing Act, you may visit https://www.oah.nc.gov/civil-rights-division/housing-discrimination.

### Q: What does the word, "agency," mean?

A: The relationship between a real estate agent and the buyer or seller who hires the agent is referred to as an agency relationship, because the real estate agent acts on behalf of (i.e. as an



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### **Sewer Scope**

A Sewer Scope was requested of the septic drain line from the septic tank. The following is a report of our findings.

Inspector / Operator: Randy Berry

NCHILB License number: 4719

Date:	08/22/23
Address:	2879 NC-27 COATS, NC 27521
Client:	Bridget Sadeck
Who Was Present:	Just the Inspector
Location of	N/A *outlet pipe in tank
Cleanout:	
Condition of	N/A
Cleanout:	
Septic Drain Line	POOR / Needs Repair
Condition:	
Recommendations:	A licensed septic contractor needs to further evaluate the system for
	functionality.
	The singular drain line, leaving the tank was approximatley 80% filled
	with solids and would not allow the camera head to enter. This line
	should have zero solids in it. Solids in the drain line will inhibit the
	functionality of the drain line. It is likely that the line will need to be
	replaced prior to usage.
	The outlet tee was broken off and in the bottom of the tank. This should
	be repaired prior to usage.
Video LINK:	Due to the condition of drain pipe / dense solids, the camera was
	restricted and I was unable to capture a full video / pipe assessment.
	Here is the link to the short video which showcases the immediate
	obstruction: <a href="https://youtu.be/wms6wh8tri0">https://youtu.be/wms6wh8tri0</a> (copy and paste link in web browser)

agent for) the buyer or seller (the "client"). In an agency relationship, the agent has certain duties and responsibilities to their client.

### Q: What is an agency agreement?

A: An agency agreement is a contract between you and a real estate firm that authorizes the firm and its agents to represent you. The agency agreement between buyers and agents is typically called a "Buyer Agency Agreement"; between sellers and agents, a "Listing Agreement." Be sure to read and understand the agency agreement before you sign it. If you do not understand it, ask the agent to explain it. If you still do not understand, you may want to consult an attorney before signing the agreement. Your agent must give you a copy of the agreement after you sign it.

### Q: Is there a "standard" length of time for agency agreements?

A: No. The term or length of an agency agreement is negotiable. Real estate agents are allowed to determine their own policies for the lengths of their agency agreements. However, a prospective buyer or seller may request a different length of time than proposed by an agent. If an agreement cannot be reached with the agent, the buyer or seller may seek another real estate agent willing to agree to a different length of time. Every agency agreement must have a definite expiration date.

### Q: Is there a "standard" fee for real estate agents?

A: No. The amount or percentage of an agent's compensation is negotiable. Real estate agents are allowed to determine their own compensation policies. However, a prospective buyer or seller may request a different fee. If an agreement cannot be reached with the agent, the buyer or seller may seek another real estate agent willing to agree to a different fee.



### **Advanced Quality Inspections LLC**

### \*ADDITIONAL PHOTOS BELOW\*

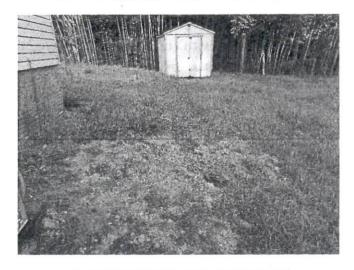


Figure 1 Condition of septic area upon arrival



Figure 2 Located and dug up the septic tank lid

### **Q&As for SELLERS**

### Q: I want to sell my property. What do I need to know about working with real estate agents?

A: If you own real estate and want to sell it, you may want to "list" your property for sale with a real estate firm. If so, you will sign a written "listing agreement" authorizing the firm and its agents to represent you as your "listing" agent in your dealings with buyers. The real estate firm must enter into a written listing agreement with you before it is allowed to begin marketing or showing your property to prospective buyers or taking any other steps to help you sell your property. The listing firm may ask you to allow agents from other firms to show your property to their buyer-clients.

### Q: What are a listing agent's duties to a seller?

A: The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents during the agency relationship without your permission. But until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.

### Q: What services might a listing agent provide?

A: To help you sell your property, a listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

### Q: How is the listing firm compensated?

A: For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the sales commission or fee and whether you will allow the firm to share its sales commission with agents representing the buyer.



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Figure 3 Removed the lid to expose the drain line & setup our Wohler 700 sewer scope



Figure 4 This is the condition of the tank outlet pipe

### Q: If I list my property with a real estate firm that also represents a buyer who wants to buy my property, what happens then?

A: You may permit the listing firm and its agents to represent you and a buyer at the same time. This would mean that the real estate firm and all of its agents would represent you and the buyer equally. This "dual agency relationship" will happen if an agent with your listing firm is working as a buyer's agent with someone who wants to purchase your property. If you have not already agreed to a dual agency relationship in your listing agreement and this is acceptable to you, your listing agent will ask you to amend your listing agreement to permit the firm to act as agent for both you and the buyer. Any agreement between you and a firm that permits dual agency must be put in writing no later than the time the buyer makes an offer to purchase.

### Q: What is the risk if I agree to dual agency?

A: Dual agency creates a potential conflict of interest for the firm that represents you, since its loyalty is divided between you and the buyer. It is especially important that you have a clear understanding of what your relationship is with the firm and with the firm's individual agents, since all of them are dual agents. A dual agent must treat buyers and sellers fairly and equally and cannot help one party gain an advantage over the other party. Although each dual agent owes both their buyer and seller client the same duties, buyers and sellers can prohibit dual agents from divulging certain confidential information about them to the other party.

### Q: How can I reduce the risk if dual agency occurs?

A: To minimize conflicts of interest, some firms also offer a form of dual agency called "designated dual agency" where one agent in the firm represents only the seller and another agent represents only the buyer. The firm and the firm's other agents remain in dual agency. This option (when offered by a firm) may allow each "designated agent" to more fully represent each party. Under designated dual agency, each agent designated to represent the seller is prohibited from disclosing (1) that the seller may agree to any price or terms other than those established by the seller, (2) the seller's motivation for selling, or and (3) any information the seller has identified as confidential, unless otherwise required by statute or rule.

### Q: Can I sell my property without hiring a real estate agent?

A: Yes. In that case, you would be an unrepresented seller often referred to as For Sale By Owner or "FSBO." If you are selling your property without hiring an agent, then any agent involved in your transaction would be representing only the buyer. Do not share any confidential information with the buyer's agent. If the agent for the buyer asks you for



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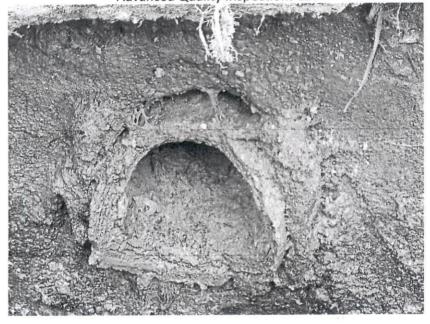


Figure 5 This is a closer look at the tank outlet pipe, leading to the drain field



Figure 6 This is inside of the drain line. There should be no solids in this pipe

compensation and you are willing to pay that agent, then you should enter into a written agreement that clearly expresses the terms and conditions of your obligation to pay the agent.

### Q: What happens if the listing agreement expires?

A: If the listing agreement expires after you enter into a contract to sell your property, then the listing agent and firm may continue representing you through the date of the closing and you may be responsible for compensating the listing firm in accordance with the provisions of the listing agreement. If the listing agreement expires without your property going under contract, then the listing agent/firm must immediately stop marketing your property unless you first enter into a new listing agreement with the firm.

### **Q&As for BUYERS**

### Q: I want to buy real estate. What do I need to know about working with real estate agents?

A: When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a buyer agent). You may be willing for them to represent both you and the seller at the same time (as a dual agent). Or you may agree to let them represent only the seller (seller's agent or subagent). Some agents will offer you a choice of these services. Others may not.

### Q: What are a buyer agent's duties to a buyer?

A: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your buyer agent, they may not give any confidential information about you to sellers or their agents during the agency relationship without your permission. But until you make this agreement with your buyer agent, you should avoid telling the agent anything you would not want a seller to know.

Q: Must a buyer have a written agency agreement with the agent who represents the buyer?



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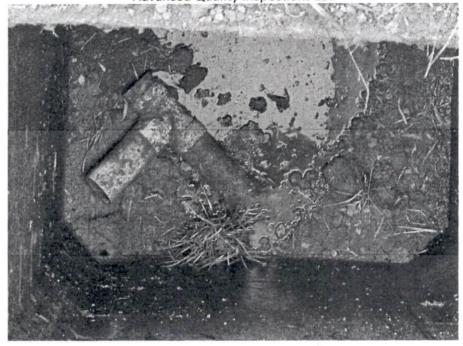


Figure 7 This is the bottom of the tank. It has been pumped very recently and you can see the outlet tee in the bottom of the tank. This tee should not be here. It should be connected to the outlet pipe

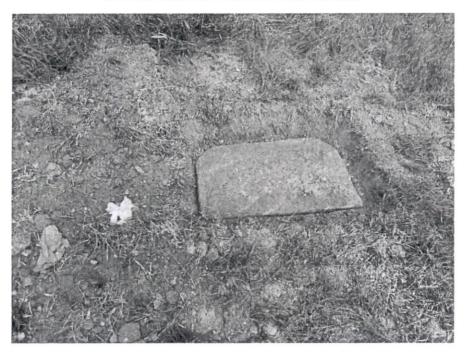


Figure 8 This is the lid after I replaced it.

A: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement when you first begin working with an agent. However, some firms may be willing to represent and assist you initially as a buyer agent without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must enter into a written agency agreement with you before preparing a written offer or communicating an oral offer. If you do not sign the agency agreement, then the agent can no longer represent and assist you and is no longer required to keep information about you confidential.

### Q: What services might a buyer agent provide?

A: Whether you have a written or unwritten agreement, a buyer agent will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a written agency agreement, the agent can also help you prepare and submit a written offer to the seller.

### Q: How is a buyer agent compensated?

**A:** A buyer agent can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing firm first, but require you to pay if the listing firm refuses. Whatever the case, be sure your compensation arrangement with your buyer agent is clearly indicated in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

### Q: What happens if I want to buy a property listed by the same agent or firm that represents me?

A: You may permit an agent or firm to represent you and the seller at the same time. This would mean that the real estate firm and all of its agents would represent you and the seller equally. This "dual agency relationship" will happen if you become interested in buying a property listed with your agent's firm. If you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement and this is acceptable to you, then your buyer agent will ask you to amend the buyer agency agreement or sign a separate agreement or document permitting his or her firm to act as agent for both you and the seller. Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to purchase.



Figure 9 This is the area upon my departure. \*note - those gloves were there when I arrived.

### \*END OF REPORT\*

### Q: What is the risk if I agree to dual agency?

A: Dual agency creates a potential conflict of interest for the firm that represents you since its loyalty is divided between you and the seller. It is especially important that you have a clear understanding of what your relationship is with the firm and all of its individual agents, since all of them are dual agents. This can best be accomplished by putting the agreement in writing at the earliest possible time and asking any questions that you may have. A dual agent must treat buyers and sellers fairly and equally and cannot help one party gain an advantage over the other party. Although each dual agent owes both their clients the same duties, buyers and sellers can prohibit dual agents from divulging certain confidential information about them to the other party.

### Q: How can I reduce the risk if dual agency occurs?

A: To minimize conflicts of interest, some firms also offer a form of dual agency called "designated dual agency" where one agent in the firm represents only the seller and another agent represents only the buyer. The firm and the firm's other agents remain in dual agency. This option (when offered by a firm) may allow each "designated agent" to more fully represent each party. Under designated dual agency, each agent designated to represent the buyer is prohibited from disclosing (1) that the buyer may agree to any price or terms other than those established by the buyer, (2) the buyer's motivation for buying, or and (3) any information the buyer has identified as confidential, unless otherwise required by statute or rule.

### Q: What happens if the buyer agency agreement expires?

A: If the buyer agency agreement expires after you entered into a contract to purchase a property, then your agent may continue to represent you through the date of the closing and you may be responsible for compensating the firm in accordance with the provisions of the buyer agency agreement. If you are not under contract to buy a property when your buyer agency agreement expires, then your agent must immediately stop representing you unless you first enter into a new buyer agency agreement with the agent.

### Q: Can I buy real estate without hiring a real estate agent?

A: Yes. If the real estate agent or firm that you contact does not offer buyer agency or you do not want them to act as your buyer agent, you can still work with the firm and its agents. However, they will be acting as the seller's agent (or "subagent"). The agent can still help you find and purchase property and provide many of the same services as a buyer's agent. The agent must be fair with you and report any "material facts" (defects such as a leaky roof) about properties.