

# STORAGE IDEAS

7200 HWY 70 (106 CANNON BLVD), NEWPORT, NC 28570

# **INVESTMENT OPPORTUNITY - HIGH OCCUPANCY**



## **OFFERING SUMMARY**

\$6,800,000
\$149.68
336
45,430
Per Software Reports
3.55 Acres

# FINANCIAL ESTIMATES

EGI - 2021	385,448
NOI - 2021	292,787
EGI - Projected 2022	437,237
NOI - Projected 2022	313,399
EGI - Forecast	465,883
NOI - Forecast	336,718
Cap Rate - Forecast	5.0%



## **PROPERTY OVERVIEW**

Storage Ideas, located on 3.55 +/- acres in Newport, NC, consists of standard drive up units and climate controlled units. It boasts high economic and physical occupancy. A house, which conveys with the sale of the facility, serves as a rental office and the full-time manager's residence. Amenities include security and video surveillance, perimeter fencing, online rental and bill pay capabilities and gated access.

There are two additional parcels zoned residential included in the sale that add 0.79 +/- acres, for a total of 4.34 +/- acres. See page 14 for Parcel Map.

#### **INVESTMENT HIGHLIGHTS**

- High Economic Occupancy
- High Physical Occupancy
- On-Site Manager
- High Growth Area
- Excellent Visibility with High Traffic Counts
- Great Curb Appeal
- House Conveys with Sale

# Hal H. Tanner III

# Dale C. Eisenman, CCIM

919.922.5757 hal@midcoastproperties.com 843.342.7650 dale@midcoastproperties.com

7 HEYWARD PLACE | HILTON HEAD ISLAND, SC 29928 | 843.342.7650 | MIDCOASTPROPERTIES.COM

# **STORAGE IDEAS** 7200 HWY 70 (106 CANNON BLVD), NEWPORT, NC 28570

# **CONFIDENTIALITY & DISCLAIMER**

All materials and information received or derived from Midcoast Properties, Inc., LLC its directors, officers, agents, advisors, affiliates and/or any third party sources are provided without representation or warranty as to completeness, veracity, or accuracy, condition of the property, compliance or lack of compliance with applicable governmental requirements, developability or suitability, financial performance of the property, projected financial performance of the property for any party's intended use or any and all other matters.

Neither Midcoast Properties, Inc., LLC its directors, officers, agents, advisors, or affiliates makes any representation or warranty, express or implied, as to accuracy or completeness of the any materials or information provided, derived, or received. Materials and information from any source, whether written or verbal, that may be furnished for review are not a substitute for a party's active conduct of its own due diligence to determine these and other matters of significance to such party. Midcoast Properties, Inc., LLC will not investigate or verify any such matters or conduct due diligence for a party unless otherwise agreed in writing.

#### EACH PARTY SHALL CONDUCT ITS OWN INDEPENDENT INVESTIGATION AND DUE DILIGENCE.

Any party contemplating or under contract or in escrow for a transaction is urged to verify all information and to conduct their own inspections and investigations including through appropriate third party independent professionals selected by such party. All financial data should be verified by the party including by obtaining and reading applicable documents and reports and consulting appropriate independent professionals. Midcoast Properties, Inc., LLC makes no warranties and/or representations regarding the veracity, completeness, or relevance of any financial data or assumptions. Midcoast Properties, Inc., LLC does not serve as a financial advisor to any party regarding any proposed transaction. All data and assumptions regarding financial performance, including that used for financial modeling purposes, may differ from actual data or performance. Any estimates of market rents and/or projected rents that may be provided to a party do not necessarily mean that rents can be established at or increased to that level. Parties must evaluate any applicable contractual and governmental limitations as well as market conditions, vacancy factors and other issues in order to determine rents from or for the property.

Legal questions should be discussed by the party with an attorney. Tax questions should be discussed by the party with a certified public accountant or tax attorney. Title questions should be discussed by the party with a title officer or attorney. Questions regarding the condition of the property and whether the property complies with applicable governmental requirements should be discussed by the party with appropriate engineers, architects, contractors, other consultants and governmental agencies. All properties and services are marketed by Midcoast Properties, Inc., LLC in compliance with all applicable fair housing and equal opportunity laws.

#### INSTRUCTIONS

ALL PROPERTY TOURS MUST BE ARRANGED AT LEAST 48 HOURS IN ADVANCE AND ONLY WITH THE PRIOR APPROVAL OF THE BROKER. WE ASK THAT YOU DO NOT DISTURB THE ON-SITE PERSONNEL. ALL INQUIRIES SHOULD BE DIRECTED TO THE LEAD BROKER DOCUMENTED.

Please sign and return the appropriate pages of the agency disclosure document found at the end of the OM.

Offers should be submitted in the form of a Letter of Intent (LOI) and should include, at a minimum, Offering Price, Earnest Money Deposit, Due Diligence Time Period, Closing Period, and any substantial conditions or terms.

The owner will only consider offers that are submitted through its exclusive listing agent, Midcoast Properties. The seller reserves the right to negotiate with any party at any time. The seller also reserves the unrestricted right to reject any or all offers.

#### MIDCOAST PROPERTIES, INC.

AL #106364-0 GA #H45199 NC #C12481 SC #7889

#### DALE C. EISENMAN

AL #106084-0 GA #253682 NC #198276 SC # 9207

#### **MICHAEL C. MORRISON**

AL #106088-0 GA #360061 NC #283465 SC #58247

#### HAL H. TANNER, III

GA #407685 NC #318611 SC #119135

#### **KRIS KNOWLES**

AL #132605-0 GA #379664

MARY SCHUETTE NC #193025



**Working With Real Estate Agents Disclosure** (For Buyers)

# 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 it 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 an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this buyer.

**Buyer Agency:** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a buyer agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written buyer agency agreement with you before making a written offer or oral offer for you. The seller would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

**Dual Agency:** Dual agency will occur if you purchase a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the seller at the same time. A dual agent's loyalty would be divided between you and the seller, but the firm and its agents must treat you and the seller fairly and equally and cannot help you gain an advantage over the other party.\*

**Designated Dual Agency:** If you agree, the real estate <u>firm</u> would represent both you and the seller, but the firm would designate one agent to represent you and a different agent to represent the seller. Each designated agent would be loyal only to their client.\*

\*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.

**X** Unrepresented Buyer (Seller subagent): The agent who gave you this form may assist you in your purchase, but will <u>not</u> be representing you and has no loyalty to you. The agent will represent the seller. Do not share any confidential information with this agent.

Note to Buyer: 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.

Buyer's Signature	Buyer's Signature	Date
Hal H. Tanner, III	NC # 318611	MIDCOAST PROPERTIES, INC
Agent's Name	Agent's License No.	Firm Name

REC. 4.27 • 1/1/2022



## STATE OF NORTH CAROLINA RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

### **Instructions to Property Owners**

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate (single-family 1 homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish buyers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option, and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
- You must respond to each of the questions on the following pages of this form by filling in the requested information or by 2. placing a check ( $\sqrt{}$ ) in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.
  - If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
  - If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
  - If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even C. if you have actual knowledge of them or should have known of them.
  - If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or d inaccurate (for example, the roof begins to leak), you must promptly give the buyer a corrected Disclosure Statement or correct the problem.
- 3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
- You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase 4. your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See "Note to Buyers" below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.

Note to Buyer: If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the buyer. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date. 5.

Property Address: 10 Owner's Name(s):	6 Cannon Blvd, Newport, NC 28570	
Owner(s) acknowledge( of the date signed.	s) having examined this Disclosure Statement before signing a	2
Owner Signature: Owner Signature:	- CD ~ rengq & menter	Date Date
this is not a warranty b representations are made	reipt of a copy of this Disclosure Statement; that they have examiny owners or owners' agents; that it is not a substitute for any in the by the owners and not the owners' agents or subagents. Buye ed home inspector or other professional. As used herein, words in the	nspections they may wish to obtain; and that the ers are strongly encouraged to obtain their own
Buyer Signature:		Date
Buyer Signature:		Date
REC 4.22	Page 1 of 4	
Rev 8/21		(43)342-7650 Fax: (843)342-7680
Midcoast Properties, Inc., 7 Heyward Hilt	on Head Island, SC 29928 Phone: (8	

The following questions address the characteristics and condition of the property identified above about which the owner has <u>actual knowledge</u>. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

		Yes	No	No Representation
i.	In what year was the dwelling constructed? <u>2004</u> . Explain if necessary:			
2.	Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them?		X	
3.	The dwelling's exterior walls are made of what type of material? Brick Veneer Wood Stone Vinyl Synthetic Stucco Composition/Hardboard Concrete Fiber Cement Aluminum Asbestos Other (Check all that apply)			
4.	In what year was the dwelling's roof covering installed? 2004 (Approximate if no records are available) Explain if necessary:	-	50	
5.	Is there any leakage or other problem with the dwelling's roof?	Ц	XX	
6.	Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?		X	
7.	Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?		X	
8.	Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?	Ц	X	Ц
9.	Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?	Ц	X	
	What is the dwelling's heat source? Furnace Heat Pump Baseboard Other Other			
11.	What is the dwelling's cooling source? Central Forced Air Wall/Window Unit(s) Other			
12.	What are the dwelling's fuel sources? Electricity Natural Gas Propane Oil Other (Check all that apply)			
	If the fuel source is stored in a tank, identify whether the tank is above ground or below ground, and whether the tank is leased by seller or owned by seller. (Check all that apply)			
13.	What is the dwelling's water supply source? City/County Community System Private Well Shared Well Other (Check all that apply)			
14.	The dwelling's water pipes are made of what type of material? Copper Galvanized Plastic     Z Polybutylene Other (Check all that apply)			
15.	Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?		X	
16.	What is the dwelling's sewage disposal system? Septic Tank Septic Tank Septic Tank with Pump Community System Connected to City/County System City/County System available Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law])			
	Other(Check all that apply)			
17	If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic			
	system permit?	-		
	If your answer is "yes," how many bedrooms are allowed? No records available	Ц		H
	Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?	Ц	X	
19.	Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems?	П	X	П
20	Is there any problem, malfunction or defect with any appliances that may be included in the conveyance		44	-
20.	(range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?		X	
Bu	yer Initials and Date Owner Initials and Date	3-	16	-22
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1.1.1		-		
	24.22 Page 2 of 4 8/21			

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		Yes	No	Representation
	Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?		X	
22.	Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?	Ц	X	
	Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?		×4	
	Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land- use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)?		X	
	Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) located on or which otherwise affect the property?			X
26.	Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?		X	
	Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?		A	
	Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?		X	
29.	Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area?	Ц	X	
30.	Does the property abut or adjoin any private road(s) or street(s)?		X	
	If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?		X	
-	ou answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if neo	essal	y):	

No

No

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

				and the second		Yes	No	Representation
32.	restrictions upon the l	ot or unit?	documents which impose va ion above, please explain (a				X	
33.	obligations to pay reg	ular assessmen sted below as to	on by one or more owners ts or dues and special assess o each owners' association to	nents? If your answer is "ye	s", please provide	. 🗆		
	• (specify name)				whose regu	ılar a	ssessi	ments ("dues")
	are \$	es The name, address, and telephone number of the president of the owners' association or the						
	association manager a	are				-	-	
	• (specify name)							ments ("dues")
	are \$	per The name, address, and telephone number of the president of the of					rs' as	sociation or the
	association manager a	are				_		
Buy	ver Initials and Date			Owner Initials and Date	B	3.	16	.22
Bu	ver Initials and Date			Owner Initials and Date		_	-	_
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\*If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.

34.	Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount	Yes	No	Representation
	of the fees:	П	NA.	
35.	As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject:			
			K	
36.	As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the property or lot to be conveyed</i> ? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment:			
			R	
37.	As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the planned community or the association to which the property and lot are subject</i> , with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment:	1	7	
			X	
38.	Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply).			L.
	Out of the association's regular associations ( dues ). (encode an and PP 9)	Var	No	No Representation
		Yes	No	Kepresentatio
	Management Fees.	H	H	H
	Exterior Building Maintenance of Property to be Conveyed	Н	H	H
	Master Insurance	Н	H	H
	Exterior Yard/Landscaping Maintenance of Lot to be Conveyed	Н	H	H
	Common Areas Maintenance	H	H	H
	Trash Removal			Ц
	Recreational Amenity Maintenance (specify amenities covered)			
	Pest Treatment/Extermination	Н	Η	H
	Street Lights	H	H	Ē
	Water	П	Н	Ē
	Sewer	H	Ħ	П
	Storm water Management/Drainage/Ponds	H	H	
		H	H	Ē
	Internet Service	H	H	H
	Cable	H	H	H
	Private Road Maintenance	H	H	H
	Parking Area Maintenance	H	H	H
	Gate and/or Security			
	Other: (specify)			
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	C 4.22 Page 4 of 4			
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# STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

#### **Instructions to Property Owners**

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-1. family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose,
- A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a), A DISCLOSURE 2. STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
- You must respond to each of the following by placing a check  $\sqrt{}$  in the appropriate box. 3.

#### MINERAL AND OIL AND GAS RIGHTS DISCLOSURE.

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

10000	1. Mineral rights were severed from the property by a previous owner.	Yes	X	No Representation
<b>Buyer Initials</b>			-	-
<b>Buyer Initials</b>	2. Seller has severed the mineral rights from the property.		Þ	
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.		Q	
Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.		Q.	
buyer minute	5. Seller has severed the oil and gas rights from the property.		X	
<b>Buyer Initials</b>				
<b>Buyer Initials</b>	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.		X	
	106 Cannon Blvd, Newport, NC 28570	formatio	n is true	and correct as of the
Jwner(s) acknowled late signed.	tge having examined this Disclosure Statement before signing and that all in	formation	t is true	and correct as of the
Owner Signature: _^		_ Date _	3,1	550
wner Signature:		Date		
Purchaser(s) acknow hat this is not a war r subagent(s).	pledge receipt of a copy of this Disclosure Statement; that they have examined tranty by owner or owner's agent; and that the representations are made by t	l it before he owner	signing and n	; that they understand ot the owner's agent(s)
urchaser Signature		_Date _		
urchaser Signature		Date		
lidcoast Properties, Inc., 7 Hey	ward Hilton Head Island, SC 29928 Phone: (843)342-76	50 F	ax: (843)34	REC 4.25 1/1/15 2-7680

# LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property:	106 Cannon Blvd, Newport, NC 28570	
	LOLOC FDELS LLC	
Buver:		

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards\* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

\*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

# Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

### Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

### Seller's Disclosure (initial)

(a)

Presence of lead-based paint and/or lead-based paint hazards (check one below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).



Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the Seller (check one)

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

# Buyer's Acknowledgement (initial)

(d)

(e)

X

- Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed (c) in (b) above, if any.
  - Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
  - Buyer (check one below):
    - Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
    - Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.

**STANDARD FORM 2A9-T** Revised 7/2021 © 7/2021

**Buyer** Initials

Seller Initials

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# Agent's Acknowledgment (initial)

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of (f) his/her responsibility to ensure compliance.

#### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 3-16-22
Seller:
Date:
Seller:
Entity Seller: Storage Tolen LLC
(Name of LLC/Corporation/Partnership/Trust/etc.)
By:
Name: Name
Name:
Date: 3.16-22
Listing Agent:
Date:

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