

**LEE AND LEE ATTORNEYS AT LAW, P.C.**  
**109 East Gay Street**  
**Lebanon, Tennessee 37087**  
**(615) 444-3900**

LL# 7-11

**CERTIFICATE OF TITLE EXAMINATION**

THIS IS TO CERTIFY THAT we have made a careful examination of the public records of Wilson County, Tennessee, as indexed, as same relates to that parcel of real estate lying and situate in Wilson County, Tennessee, more particularly described in Exhibit A attached hereto, for a period not exceeding twenty (20) years from the date of such examination.

THIS EXAMINATION was made on October 10, 2018, at 8:00 AM, and in our opinion, good fee simple title as of the date of such examination was vested as follows: As to Parcel 1, being the same property conveyed to Robert L. Smith and wife, Shirley Ann Smith by deed dated October 17, 1986 from Gordon C. Bates and wife, Evelyn Bates, of record in Deed Book 401, page 52, Register's Office for Wilson County, Tennessee; as to Parcel 2, being the same property conveyed to Robert Smith and wife, Shirley Smith by deed dated August 12, 1994 from Lonnie Daniel Atwood, Sr., and wife, Jean C. Atwood, of record in Deed Book 437, page 875, Register's Office for Wilson County, Tennessee. Shirley Smith, being one and the same person as Shirley Ann Smith, died on July 3, 1998, leaving Robert Smith, being one and the same person as Robert L. Smith, as the surviving tenant by the entirety. Robert L. Smith did not remarry and died intestate on February 11, 2017, leaving his children, Deanna L. Smith-Finch and Dennis S. Smith as his heirs at law, as shown in the affidavit of heirship of record in Book 1754, page 2452, said Register's Office.

**I. TAXES:**

Wilson County property taxes for 2019 and subsequent years, a lien, not yet due and payable.

Wilson County property taxes for the year 2018, due and payable, in the amount of \$1,936.00, including penalties and interest thereon. Rec. No. 50600.

Subject to Greenbelt taxes of record in Book 1326, page 2037, Register's Office, Wilson, Tennessee.

If improvements are completed after January 1 of any year the law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of T.C.A. Section 67-5-603 et seq.

No opinion is herein expressed regarding public utility property taxes (as defined by T.C.A. #67-5-501(8)) or as to personal property taxes assessed to the property described herein or owner thereof and I assume no liability therefor. Any reference to other such tax above is for information purposes only.

## **II. RESTRICTIONS, CONDITIONS AND EASEMENTS:**

Restrictions of record in Trust Deed Book 333, page 20, Register's Office, Wilson County, Tennessee.

Easement/right-of-way in favor of Lebanon, Tennessee, of record in Book 892, page 1503, Register's Office, Wilson County, Tennessee.

Easement/right-of-way for 15-foot utility easement and 25-foot roadway right-of-way, of record in Deed Book 255, page 388, and Deed Book 401, page 10, Register's Office, Wilson County, Tennessee.

Declaration of taking of record in Deed Book 140, page 459, Register's Office, Wilson County, Tennessee.

All matters, as shown on the plan of record in Plat Book 11, page 23, and Plat Book 20, page 286, Register's Office, Wilson County, Tennessee.

## **III. DEED OF TRUST AND/PURCHASE LIENS:**

NONE OF RECORD.

## **IV. OTHER:**

Subject to the exact location of the Corps of Engineer's boundary.

Affidavit of Heirship of record in Book 1754, page 2452, Register's Office for Wilson County, Tennessee.

**V. This title report does not make any representation with regard to (a) any parties in possession or the location of any improvements; (b) deficiencies in quantities of land; (c) boundary line disputes; (d) location of roadways; (e) any unrecorded easements or rights-of-way; (f) any unrecorded liens including the lien for taxes assessed under TCA 67-5-603, et seq. on improvements completed after January 1 of any year which are required by law to be supplementally assessed or rollback taxes due under the Green Belt laws; (g) accuracy of the index books of the public record of said County; (h) any matter not of public record which would be disclosed by an accurate survey or inspection of the premises; (i) any undisclosed heirs or any undisclosed creditors; (j) any fraud or forgery in connection with any of the instruments in the chain of title; (k) mental incompetence; (l) confusion with regard to the name or proper identity of parties; (m) improprieties with regard to delivery of deed; (n) marital rights (spouse or former spouse of past owners not revealed in the instrument); (o) any instrument executed by a minor; (p) lack of corporate capacity in the event a corporation is in the chain of title; (q) any Federal or State estate taxes which might be due as a result of the failure to file an estate tax return or the filing of a fraudulent tax return; (r) any Federal, State, Municipal,**

County or other lien of any nature arising from the use, past or present, of any toxic, hazardous or dangerous material, chemical or other element; (s) any unrecorded liens including the lien for any utility services, including but not limited to water taps and water services.

THE ITEMS listed under Item V are matters which would not be revealed by an examination of the public records of the Register's Office for said County, Tennessee, and are expressly excluded from the scope of this examination. The matters under (a), (b), (c), (d) and (e) could be protected against by an accurate survey by a qualified licensed surveyor. Item (f), unrecorded liens, could be guarded against by inspection of the premises for new improvements, and if such appear to have been present, the utilization of the statutory notice of completion per TCA 66-11-143, et seq. Items listed under Item V, (g) through (p) may be insured against by the utilization of title insurance, and, should you desire more information in that regard, we would be pleased to discuss same with you and our position, if you desire, to arrange for title insurance to be secured. The remaining items, (q) through (s) may be investigated by contacting the various agencies and authorities responsible for those claims or liens.

NO REPRESENTATIONS are made with regard to any matter, law, ordinance or governmental regulation, including but not limited to building and zoning ordinances, codes restricting, regulating or prohibiting the occupancy or any use of the realty or as may later affect the realty and availability of sewer, septic, water or any utility to the premises.

FURTHER, THIS EXAMINATION does not make any representations as to any judicial matter of record in any court including but not limited to insolvency proceedings in either State or Federal Courts.

THIS TITLE EXAMINATION is issued for the sole use and benefit of **Century 21 West Main Realty and Auction**, and may not be used or relied upon by any other party. By acceptance of this opinion, beneficiary agrees not to furnish copies of this opinion to any party nor represent to any party the contents hereof nor allow any other party to rely on this examination.

**LEE & LEE ATTORNEYS, PC**

By:  \_\_\_\_\_

Attachment

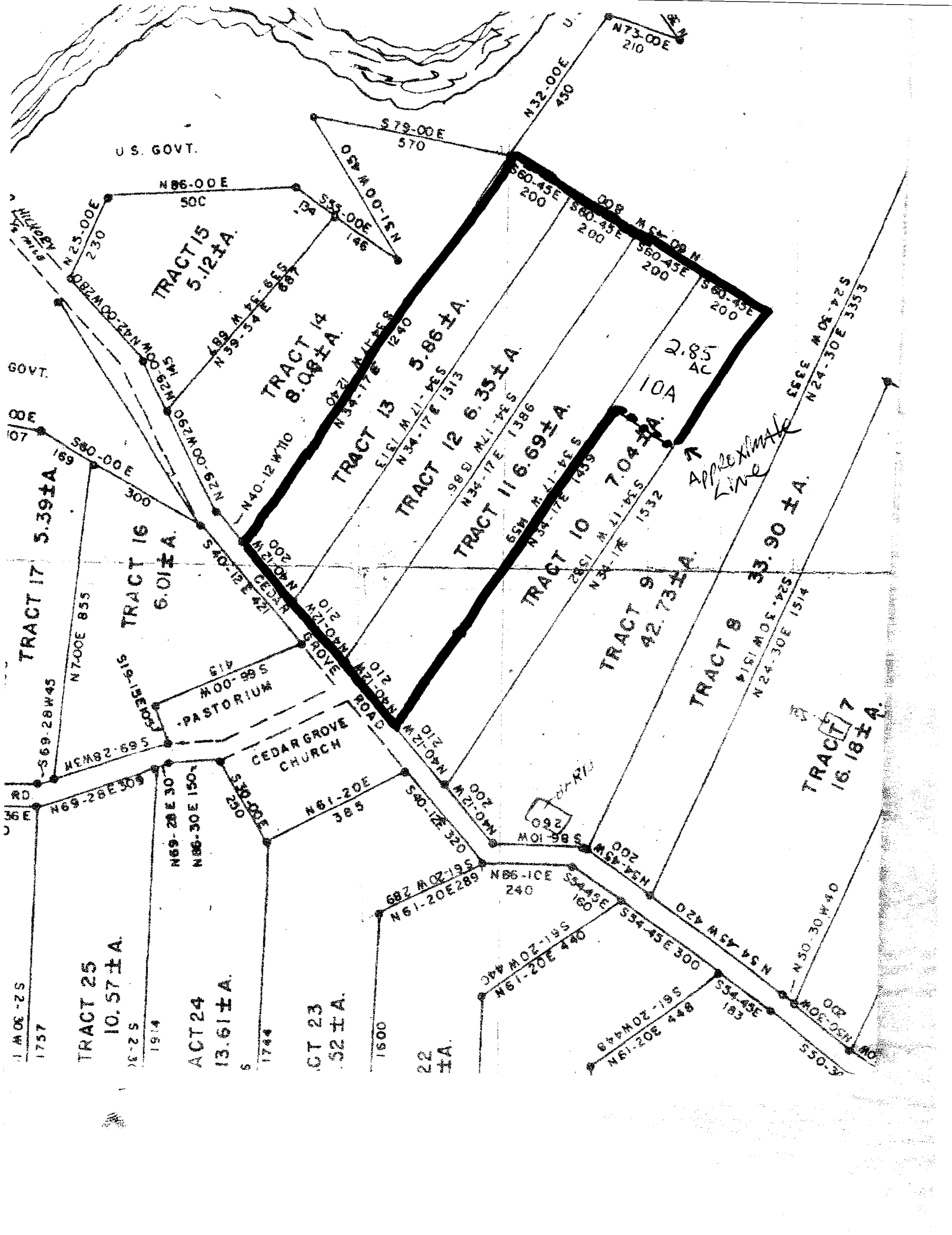
## **EXHIBIT A**

**Parcel 1: Land in the 5th Civil District of Wilson County, Tennessee, more particularly described as follows, to-wit:**

**Being Tracts 11, 12, and 13 as shown on the certain plat dated October 5, 1973, surveyed and drawn by Petty & Petty, Tennessee Registered Land Surveyors No. 55 and 56, Carthage, Tennessee, and as shown recorded in Plat Book 11, Page 23, in the Register's Office of Wilson County, Tennessee, to which reference is hereby made for a more complete description. Tract 11 contains 6.69 acres, more or less; tract 12 contains 6.35 acres, more or less and Tract 13 contains 5.86 acres, more or less.**

**Parcel 2: Land in the 5th Civil District of Wilson County, Tennessee, more particularly described as follows:**

**Being Lot 10A, contained 2.85 acres, more or less, on the plan of the Resubdivision of & Amendment to Tract 10, Mr. & Mrs. Asa Crawford Property, of record in Plat Book 20, page 286, Register's Office for Wilson County, Tennessee, to which plat reference is hereby made for a more complete description.**



U.S. GOVT.

TRACT 15  
5.12 ± A.

TRACT 14  
8.08 ± A.

TRACT 13  
5.86 ± A.

TRACT 12  
6.35 ± A.

TRACT 11  
6.69 ± A.

TRACT 10  
7.04 ± A.

TRACT 9  
42.73 ± A.

TRACT 8  
33.90 ± A.

TRACT 7  
16.18 ± A.

TRACT 17  
5.39 ± A.

TRACT 16  
6.01 ± A.

TRACT 25  
10.57 ± A.

ACT 24  
13.61 ± A.

CT 23  
52 ± A.

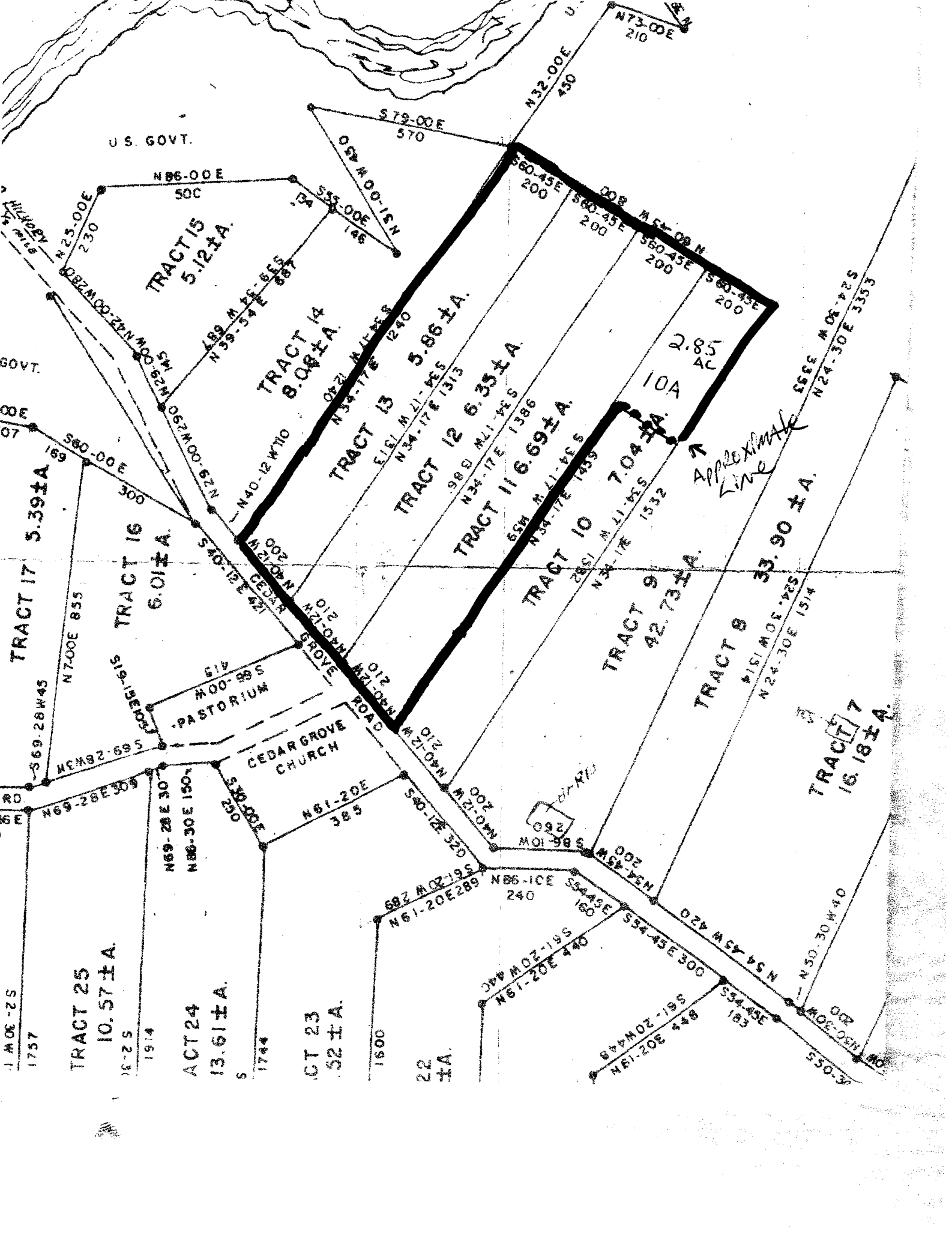
22  
± A.

APPROXIMATE  
LINE

PASTORIUM

CEDAR GROVE  
CHURCH

WELL



Easement No. 25  
Prepared by:  
Water Management Services  
Revised 10-1-01

Robert L. Smith  
et ux Shirley Ann  
Map 36; Parcel 16.17

RIGHT-OF-WAY-OR EASEMENT

FOR AND IN CONSIDERATION of the sum of Five hundred and three Dollars 960 (\$573<sup>00</sup>) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, I/we have this day bargained and sold and do hereby transfer and convey unto Lebanon, Tennessee, a municipal corporation, its successors and assigns, a water line right-of-way or easement under, upon, over and through the following described land, situated in the 5th Civil District of Wilson County, Tennessee and described as follows, to wit:

Two (2)- 20-foot water line easements across a portion of Parcel 16.17, Map 36, as shown on the attached map. The centerline of said easements being more particularly described as follows:

Easement "A"

Beginning at a point on the northern boundary of subject property, said point lying 10-feet, more or less, east of the northwest corner of subject property, thence leaving said boundary in a southerly direction, parallel and adjacent to the western boundary of subject property, for a distance of 127-feet, more or less, to a point, said point lying 10-feet, more or less, east of the western boundary of subject property.

Easement "B"

Beginning at a point on the western boundary of subject property, said point lying 30-feet, more or less, north of the southwest corner of subject property, thence leaving said boundary in a easterly direction, parallel and adjacent to the southern boundary of subject property, for a distance of 255-feet, more or less, to a point, said point lying 30-feet, more or less, north of the southern boundary of subject property.

Also, Two(2)- 10-foot temporary construction easements on the east and north sides of and parallel and adjacent to the aforescribed permanent easements. Said temporary easements to be abandoned upon completion of construction.

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

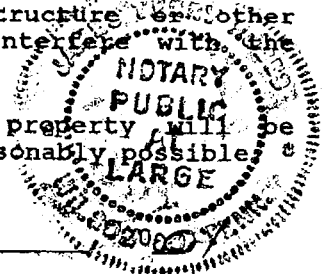
See reference to the title thereof in Deed Book 401, Page 52, R.O.W.C., Lebanon, Tennessee.

The purpose for which this right-of-way and easement is granted to Lebanon, Tennessee, being that of construction, laying, maintaining, operating, altering, repairing, etc., for service of water line and none other.

TO HAVE AND TO HOLD unto the said Lebanon, Tennessee, a municipal corporation, its successors and assigns forever, so long as water line and/or appurtenances are maintained and/or operated thereon.

GRANTOR COVENANTS with the Grantee that he is lawfully seized and possessed of said described land; that he has a good and lawful right to convey the same; and that he will warrant and defend the title thereto against the lawful claims of all persons whomsoever. GRANTOR FURTHER COVENANTS with the Grantee that he shall not construct or permit to be constructed, any house, structure or other obstruction on, over, along side of, or under, that will interfere with the operation of said water line by the Grantee.

After completion of construction, the aforescribed property will be restored to its original condition, or as near thereto as is reasonably possible.



WITNESS my hand(s) this 3 day of OCT.

*Robert L. Smith*

US GOVERNMENT



10'±  
127'±  
20'±

10'±  
10'±

20' PERMANENT  
EASEMENT "A"  
10' TEMPORARY  
EASEMENT

ROBERT L. SMITH  
et ux SHIRLEY ANN  
MAP 36; PAR. 16.17  
D.B. 401; Pg. 52

BK 892 PG 1504

20' PERMANENT  
EASEMENT "B"

20'±  
30'±

10' TEMPORARY  
EASEMENT

255'±

10'±

EXISTING 20' PERMANENT  
WATER LINE EASEMENT

30'±

CEDAR GROVE RD.

BILLORE FERRY RD.

State of Tennessee, County of WILSON  
Received for record the 21 day of  
JANUARY 2002 at 3:25 PM. (REC# 136708)  
Recorded in official records  
Book 892 pages 1503, 1504  
State Tax \$ .00 Clerks Fee \$ .00  
Recordings \$ 12.00 Total \$ 12.00  
Register of Deeds JOHN B SPICKARD  
Deputy Register DARLA D WHITT

OWNER:

Robert Smith, et ux  
*2550 Cedar Grove Rd  
Adrian, TN 37087*

THIS INSTRUMENT PREPARED BY:

Rochelle, McCulloch & Aulds  
Attorneys at Law  
148 Public Square  
Lebanon, TN 37087

SEND TAX BILLS TO:

Robert Smith, et ux  
*Same*

Map 36 Parcel 16.34

614825

D E E D

FOR AND IN CONSIDERATION of the sum of Five Thousand Dollars (\$5,000.00) cash in hand paid, the receipt of which is hereby acknowledged, we, LONNIE DANIEL ATWOOD, SR., and wife, JEAN C. ATWOOD, have this day bargained and sold and by these presents do hereby transfer and convey unto ROBERT SMITH and wife, SHIRLEY SMITH as tenants by the entirety, their heirs and assigns, forever, the following tract or parcel of land, situated and lying in the 5th Civil District of Wilson County, Tennessee, bound and described as follows, to-wit:

Being Lot 10A, containing 2.85 acres, more or less, on the plan of the Resubdivision of & Amendment to Tract 10, Mr. & Mrs. Asa Crawford Property, of record in Plat Book 20, Page 286, Register's Office for Wilson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description.

Being a portion of the property conveyed to Lonnie Daniel Atwood, Sr., and wife, Jean C. Atwood, by Deed from James Ray Gregory and wife, Sue Ann Gregory, dated August 23, 1985 and recorded in Deed Book 395, Page 717, Register's Office for Wilson County.

THIS IS UNIMPROVED PROPERTY.

Tract 10A is not a separate building site, but is to be added to Tract 11, Smith Property, at Plat Book 11, Page 23, said Register's Office. Tract 10A is not a buildable site.

TO HAVE AND TO HOLD said property, together with any and all appurtenances and improvements thereunto belonging, unto the said ROBERT SMITH and wife, SHIRLEY SMITH, their heirs and assigns, in



WE COVENANT with said Grantees that we are lawfully seized and possessed of said property; that we have a good and lawful right to make this conveyance; that the same is free, clear and unencumbered; and, that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

This conveyance is made subject to any and all visible easements or rights-of-way, and any restrictions, covenants, easements or rights-of-way of record.

POSSESSION to be given as of the date of Deed.

Property taxes for the year 1994 shall be prorated and settled among the parties upon receipt of the 1994 tax bill.

WITNESS OUR SIGNATURES hereto this 12<sup>th</sup> day of August, 1994.

Lonnie Daniel Atwood, Sr.  
LONNIE DANIEL ATWOOD, SR.

Jean C. Atwood  
JEAN C. ATWOOD

STATE OF TENNESSEE )  
COUNTY OF WILSON )

Personally appeared before me, the undersigned, a notary public of the state and county aforesaid, LONNIE DANIEL ATWOOD, SR., and wife, JEAN C. ATWOOD, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 12<sup>th</sup> day of August, 1994.

Shirley A. Henry  
Notary Public at Large  
SHIRLEY A. HENRY  
NOTARY PUBLIC  
AT LARGE  
WILSON CO. TENN.

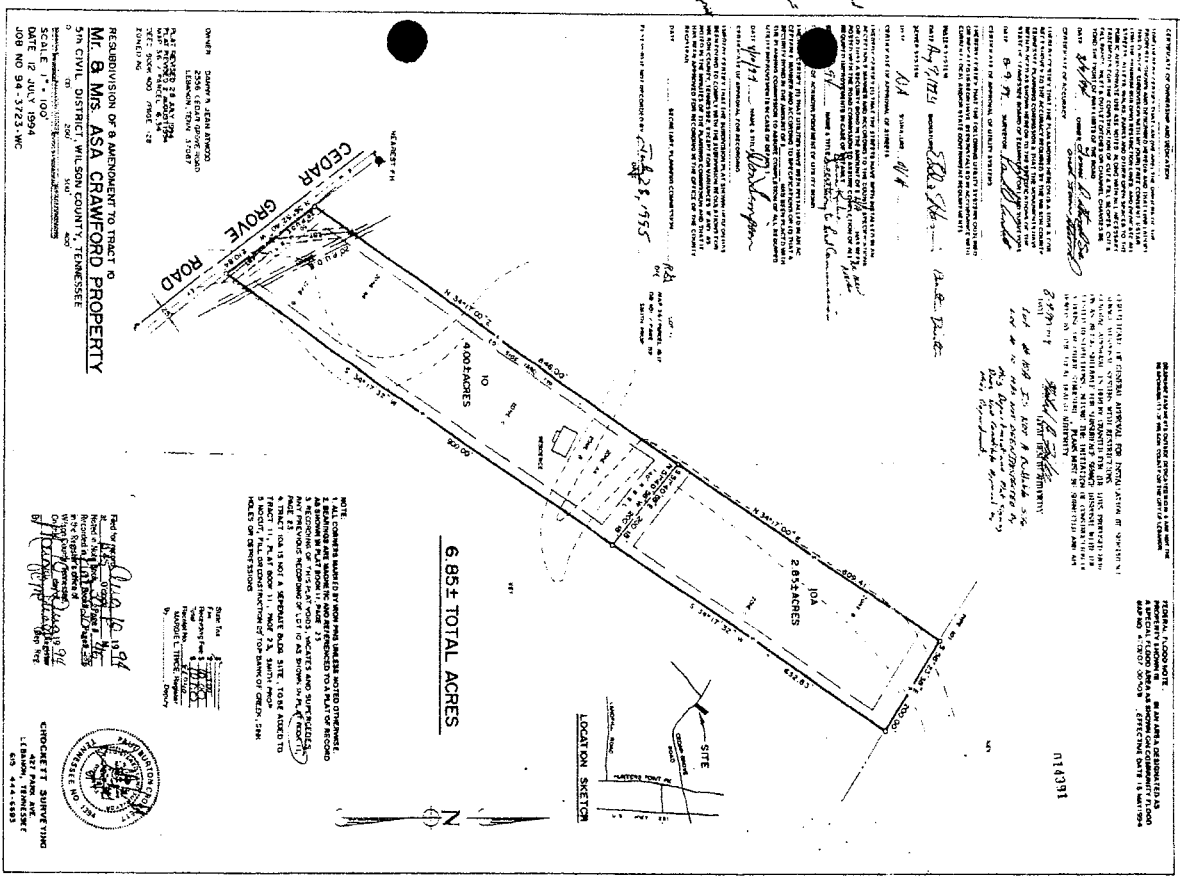
My commission expires: 3/15/98

The actual consideration or value, whichever is greater, for this transfer is \$ 5,000.00.

Shirley Shields  
Affiant

Sworn to and subscribed to before me, this the 19 day of Aug, 1994.

A. McP...



Survey of Tract 2.85 Acres  
 Mr. Smith purchased & added  
 to his property. This is Tract 10A

# Application for Greenbelt Assessment – Agricultural

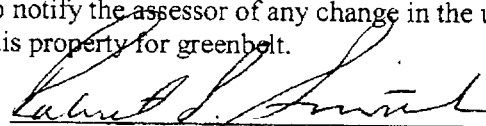
The Agricultural, Forest and Open Space Land Act of 1976 ("Greenbelt Law") permits qualifying land to be assessed for property taxes at its use value rather than its fair market value which might be based on a more intensive use. YOU MAY BE LIABLE FOR "ROLLBACK" TAXES later if the land approved for greenbelt is converted to other uses or disqualified for greenbelt as the result of a sale or otherwise. The amount due would be the tax saved during the last three years of greenbelt classification. Before applying, you should carefully review this application and additional information about the greenbelt program which should be provided by your assessor.

Since April 14, 1992, the law requires that property must be actually used as agricultural land in order to qualify for the agricultural use classification. It must be part of a farm "engaged in the production or growing of crops, plants, animals, nursery, or floral products." The assessor may presume that property is used as agricultural land if it earns an average annual gross agricultural income of \$1,500 or more over any three years in greenbelt. However, the assessor will also consider other available evidence indicating how the property is actually used. The assessor may ask you about property income, ownership and other information needed to determine how the property is used and how it should be valued. Complete the remainder of this application to have your property considered for greenbelt.

STATE OF TENNESSEE					
COUNTY OF <u>WILSON</u>					
Description of Property					
District/Ward	Map/Block/Group	Control Map	Parcel	Special Interest	Acres
5	36	36	16.17		21.75
1. Name: <u>Smith Robert L ETUX</u>			8. Source of Title:		
2. Mailing Address: <u>2550 CEDAR GROVE RD</u>			Deed Book: <u>437</u>		
<u>LEBANON TN 37087</u>			Page: <u>875</u>		
3. Address of Property: _____			Other: _____		
4. Total Acreage: _____					
5. Approximate acreage in crop, pasture or other active farm use: _____					
6. Current crop(s) or other agricultural product(s) and expected yield or volume which will be sold:					
Product		Expected Yield or Sales			
<u>Hay</u>		<u>1500 +</u>			
7. Do you own other property in this county which has been approved for greenbelt? _____					

I certify that I am an owner of the property described above, that the information I have supplied to the assessor in applying for greenbelt is true and correct to the best of my knowledge and belief, and that I am presently using said property as agricultural land as described in the above instructions. I further certify that the property will produce gross agricultural income of at least \$1,500 per year on average over any three years it is classified "greenbelt." I understand the assessor may presume the property is not used as agricultural land if the property does not produce this minimum income, unless I prove otherwise that the property is actually being used as a farm. I have read and understand the requirements for greenbelt eligibility and agree to notify the assessor of any change in the use or ownership of the property which might affect the eligibility of this property for greenbelt.

Dated: 11-4-08

  
Property Owner

On this 4 day of November, 2008, before me personally appeared the above named property owner, to me known to be the person described in and who executed the foregoing certification, and acknowledged



**Prepared by:**  
 Matt Dickerson  
 C 615-948-2803  
 mattd@tfsrepair.com

Tennessee Foundation Services  
 www.tfsrepair.com  
 O 615-395-4559  
 F 615-395-4554  
 License# 00045416

**Prepared for:**

[Redacted] Smith  
 [Redacted]  
 H [Redacted]

**Job location:**

2550 Cedar Grove Road  
 Lebanon, TN 37087

**Prepared on:**  
 5-2-17

## Project Summary

Permanently Stabilize Floors .....	\$13,345.00
Lift & Level Uneven Exterior Concrete .....	\$1,819.10
Total Investment .....	\$15,164.10
Preferred Customer Discount .....	\$1,516.41
<b>Total Contract Price .....</b>	<b>\$13,647.69</b>
Deposit Required - 30% .....	\$4,094.31
Deposit Paid .....	\$0.00
<b>Amount Due Upon Installation .....</b>	<b>\$13,647.69</b>

## Customer Consent

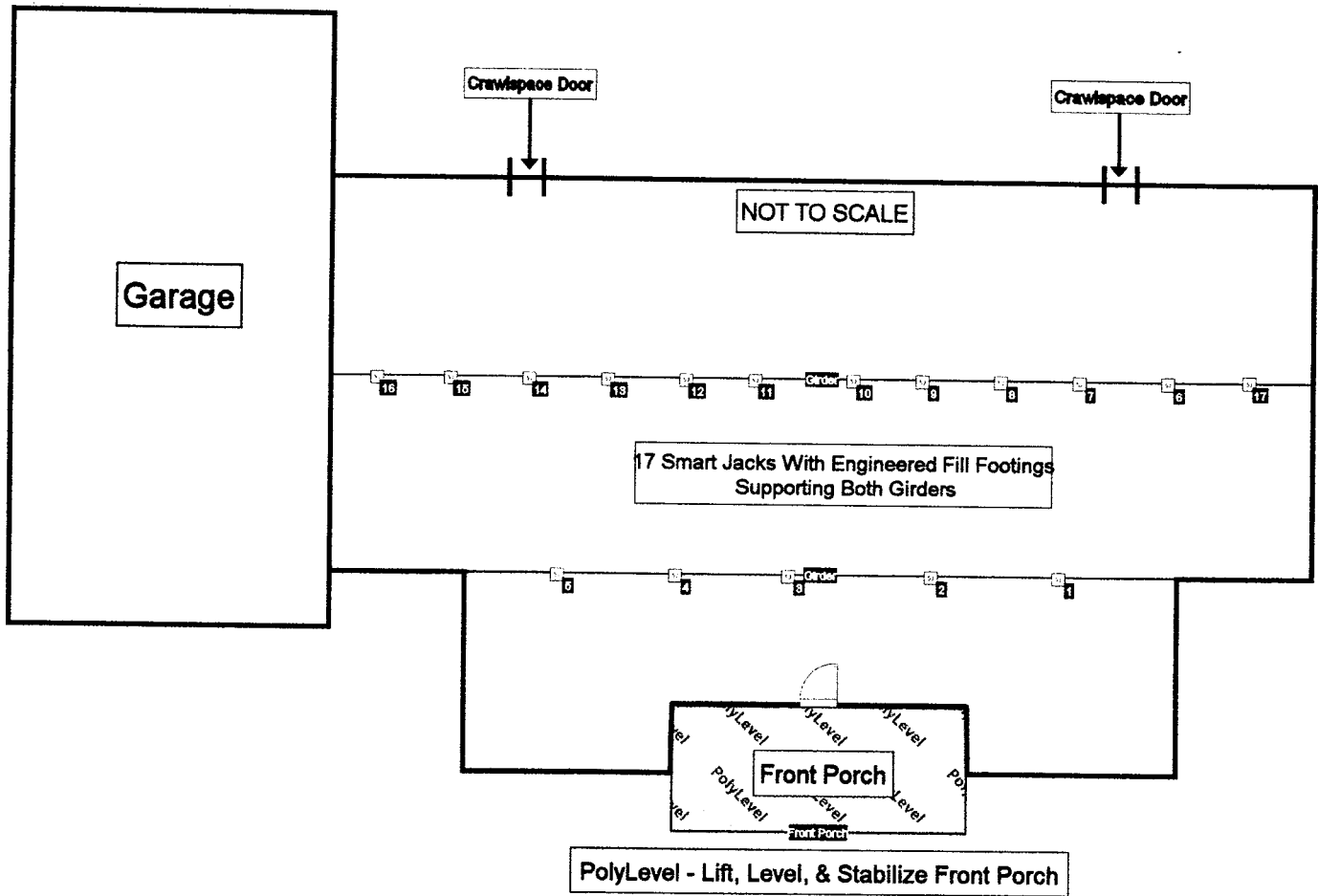
Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 90 days.

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1.5% per month (18% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

**Customer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# Job Details



# Job Details (Continued)

## Specifications

Install SmartJack supports as indicated on job drawing to support the floor joist system above. Steel shims on existing piers. Install PolyLEVEL as indicated on job drawing.

## Contractor Will

## Customer Will

## Additional Notes

Locating underground utilities: Anytime an excavation is part of your project, Contractor will call to have all public utilities located on your property. If the public lines are not marked correctly and damage is done to a line during excavation, the local utility company is responsible for the repair. However, many municipalities consider public lines between the sidewalk and property to be private lines for which the property owner is responsible. The property owner must hire and pay a private locate company to locate these private lines. In these cases, the property owner holds all liability should damage occur to a private utility line. In an effort to simplify the process, CONTRACTOR offers to take on this responsibility and pay for any repairs necessary should damage occur to a private utility during the time of your project.

# Product List

## Permanently Stabilize Floors

SmartJack, 1-3'	.....	17
Steel Shims	.....	17

## Lift & Level Uneven Exterior Concrete

PolyLEVEL	.....	1 areas
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# PolyLEVEL Areas

Area Title	L x W x D	Notes
Area 1 Front Porch	30x6x2	

# Limited Warranty

**Standard Exclusions Permitted By State Law** – This Foundation Limited Warranty (“Warranty”) is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor (“Contractor”) to the customer (“Customer”). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and **NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.

**General Terms** – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer’s warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor’s workers are fully covered by Workers’ Compensation insurance.

If the existing structure or concrete are not of normal construction, or if previous concrete has been poured under the footing and it affects proper installation of piers, or any other products specified in this proposal, an additional charge may be incurred in the form of a change order. If bedrock is encountered and prevents work from being completed, a change order will be necessary.

This Contract contains all of the terms and conditions agreed to by parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract unless otherwise stated in the specifications on the previous page. If contract is canceled prior to completion, a job scheduling fee will be assessed, or 10% of the down-payment not to exceed \$250.00. **DISCLAIMER - CONTRACTOR IS NOT AN ENGINEERING FIRM, HAS NO PROFESSIONAL ENGINEERS ON STAFF, AND MAKES NO REPRESENTATION OF EMPLOYING ENGINEERS.** The work proposed and the estimated cost are provided on the information provided to us.

Contractor is not responsible for inspections beyond necessary for the work requested, or for work beyond what is requested or offered. Liability is limited to the value of the materials provided and cost of the labor completed.

**SmartJacks** – Contractor warrants that the SmartJacks will stabilize the affected area(s) against further settlement for two (2) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to make any necessary adjustments to the SmartJacks. Additionally, the manufacturer of SmartJacks warrants that SmartJacks will, under normal use and service, be free from defects in material and workmanship for lifetime of the home from the date of installation (see manufacturer’s warranty for more details). If changes occur due to excess moisture in the area(s) where SmartJacks are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to Customer.

**PolyLEVEL** – For concrete slabs raised with PolyLEVEL, Contractor warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

**Exclusions From This Warranty** – This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer’s negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

**Items For Which Customer Is Responsible** – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor’s work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under “Customer Will” or “Additional Notes.”

**CleanSpace** - A CleanSpace encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a SmartSump system to remedy the problem with water below the CleanSpace liner. CleanSpace has a transferable lifetime of the home warranty - there will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event this occurs. Pumps are covered under a separate manufacturer’s warranty. Installation of the system does not include electrical work or caps. **THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION.** Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on Contractor’s part. There are no other warranties verbal or written.

**SmartSump, UltraSump and TripleSafe Sump Pumps** - Manufacturer’s Warranty is three (3) years on pumps. Contractor provides Customer the option to join the Customer Care Club for a nominal monthly fee to extend the warranty to lifetime coverage.

**SaniDri CX and SaniDri XP** - Manufacturer’s Warranty on dehumidifiers. Contractor provides Customer the option to join the Customer Care Club for a nominal monthly fee to extend the warranty to lifetime coverage.