

**CONSTRUCTION, LIEN  
AGENTS, & LiensNC:  
*Protecting All Parties &  
Avoiding Litigation***

Chicago Title

Thanks to: Kim Tanner, @ LiensNC



**LIEN LAW  
BASICS**

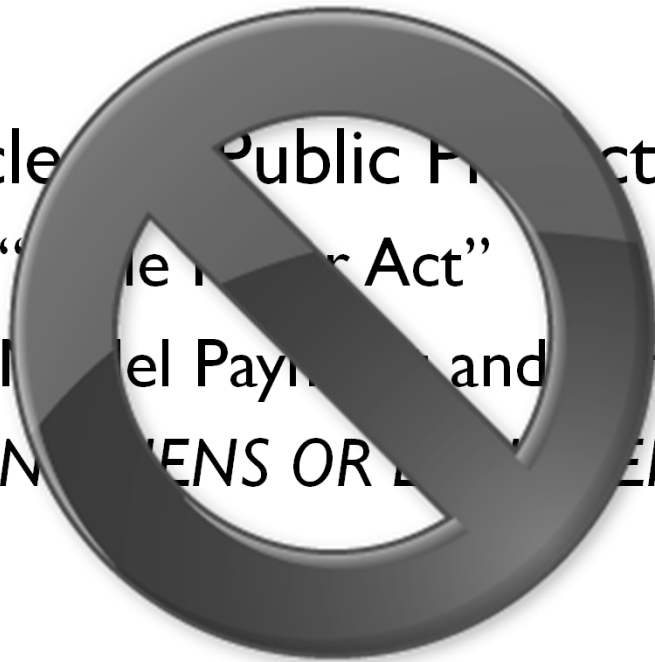
# N.C.G.S. Chapter 44A

## Article 2 – Liens & Lien Agents

- Part One—Liens by Persons who Deal with Owner
- Part Two—Liens by Persons who Deal with Someone other than Owner

## Article 3 – Public Projects

- “Home Rule Act”
- Model Payment and Performance Bonds
- **NO LIENS OR LIEN AGENTS**



# “Hidden Lien”

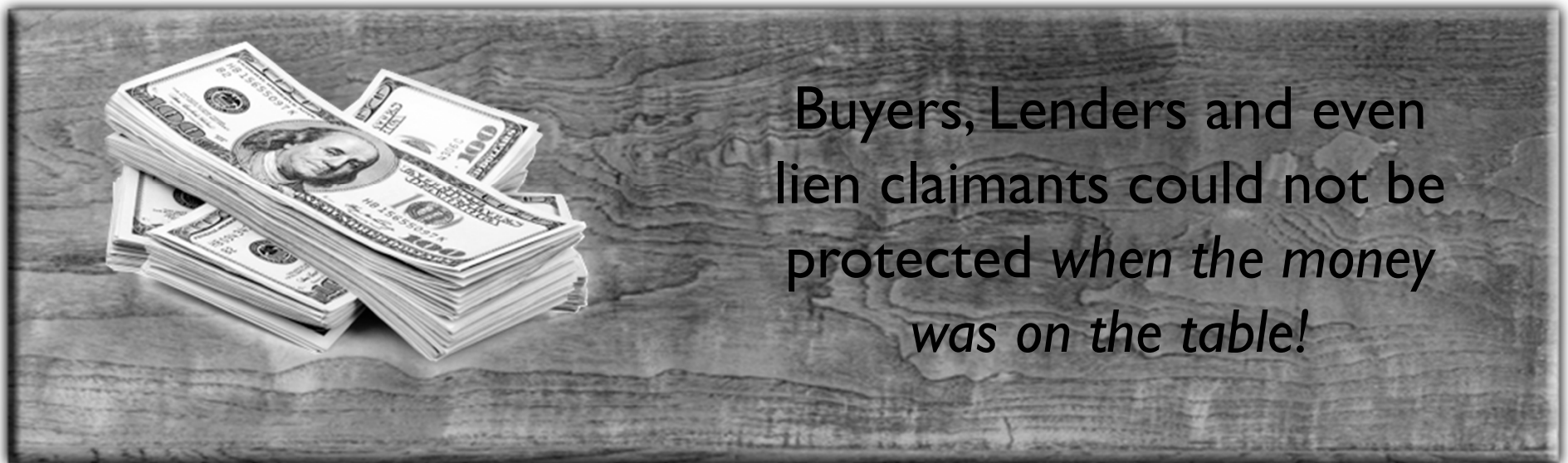
- “Claim” relates back to *first furnishing*
- “Claim of lien” does not have to be filed until 120 days after *last furnishing*



Buyers, Lenders and even lien claimants could not be protected when *the money was on the table!*

# “Hidden Lien”

- “Claim of Lien on Funds” by subcontractor:
  - Served on owner
  - *Not* filed in Clerk’s office
  - Can be enforced by Claim of Lien against Property if owner makes future payment without addressing the sub’s interest
  - Can relate back to first furnishing of Contractor
  - Does not have to be filed until 120 days after *last* furnishing
  - Cannot be waived by Contractor!!



Buyers, Lenders and even  
lien claimants could not be  
protected *when the money  
was on the table!*

# “Property” or “Land”

The real estate that is improved, including lands, leaseholds, tenements and hereditaments, and improvements placed thereon.

## **ADVISE YOUR DEVELOPER CLIENTS:**

### **LIMIT CONTRACTS & APPOINTMENTS TO THE SPECIFIC PROJECT –**

- **PHASE OR SECTION**
- **LOT**
- **CLUB HOUSE**
- **GOLF COURSE**
- **BUILDING NUMBER**



# Mechanics' Lien Agent Law

## Effective April 1, 2013

### Projects:

- First contracted after April 1, 2013
- Cost \$30,000 and over
- Residential or commercial property
- NOT renovation to property used by Owner as a residence (no matter price)
- Whether or not a building permit is needed
- NOT “public” projects (not lienable, bonded under Article 3)

## **STEP 1:**

Owner (or their Rep)  
*MUST* Appoint Lien Agent  
AND Post at Job Site

## **STEP 2:**

Contractor or Subcontractor  
*MAY* File Notice To Lien Agent

- Preserves their ability to enforce lien rights (if any) against Property vis-à-vis purchasers and lenders
- Does not affect their contract rights (if any) with higher tier contractors, subs or owner



# Critical Dates

- “First Contracting”
  - Lien Agent must be appointed in LiensNC
- “First Furnishing”
  - Contractor (date of relation back)
  - Subcontractor (Potential Lien Claimant)
    - Relation back
    - 15 additional days to file Notice in LiensNC
- Last Furnishing
  - 120 days claim; 180 days civil action



**NCLTA FORMS -  
FOR EVERY  
OCCASION**

# NCLTA Lien Forms

## **Non MLA Forms**

- Form 1 – Lien Waiver – no new construction
- Form 2 - Construction recently completed
- Form 3 – Construction in Process or Immediately Contemplated

## **MLA forms**

- Form 5 – Owner Affidavit
- Form 6 -- MLA appointed and Construction Recently Completed (WAIVER)
- Form 7 – MLA appointed and Construction in Process or Immediately Contemplated (SUBORDINATION)

# NCLTA Forms – Contractors

## **NON- MLA Transactions**

- Traditionally underwritten
- Contractors will continue to sign NCLTA Forms 2 or 3

## **MLA Transactions**

- Contractor must waive or subordinate
- New Forms:
  - NCLTA Form 6 – Single Page Waiver of Claim of Lien
  - NCLTA Form 7 – Single Page Subordination

# Commitment Requirement: Definitions

**“Non-MLA Projects”**: Improvements are (1) first contracted before April 1, 2013, (2) for a value less than \$30,000 *OR* (3) solely for improvements to owner’s existing residence. All other projects (other than public projects) are **MLA projects**.

**“Owner”** is holder of any interest in the Land, including leasehold owner or contract purchaser.

# Commitment Requirement: Definitions

## **“Potential Lien Claimant”** (or “PLC - MLA”)

- person (or entity) entitled to file a claim of lien on real property
- for providing labor, services, (including design professionals such as surveyors, architects, engineers and landscape engineers), materials or rental equipment provided
- for improvements to the Land
- AND who either:
  - has filed a Notice to Lien Agent\*, OR
  - was identified in the original Appointment\*, OR
  - is a Design Professional\* OR
  - is a PLC whose first furnishing was within 15 days prior to closing OR
  - (for waivers) delivered a claim of lien upon funds on the Owner.

\*See LiensNC search

# Commitment Requirement: Definitions

**“Contractor”** Any person or entity who

- has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a
- contract, either express or implied, with the Owner of real property for the making of an Improvement thereon

OR

- who has delivered a claim of lien upon funds to the Owner.



# Commitment Requirement: No Recent or Contemplated Construction

NCLTA FORM I (Owner Affidavit) from every seller (on sale) or borrower (on refinance)

Have not contracted for recent or contemplated improvements on the Land or for a construction loan

**BE AWARE!!! If BUYER has contracted for or is contemplating improvements, BUYER must comply with “CONSTRUCTION CONTEMPLATED OR IN PROCESS” requirements, appointment, posting.**



# NCLTA Lien Forms: NO New / Recent Construction

## Form 1 – Owner Affidavit and Indemnity Agreement

### OWNER AFFIDAVIT AND INDEMNITY AGREEMENT (NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)

**PARTIES:** All parties identified in this section must execute this Agreement.

Owner: \_\_\_\_\_

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

**PROPERTY:** \_\_\_\_\_

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

**DEFINITIONS:** The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and for whom an Improvement is to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

**AGREEMENT:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials, Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.
2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.  
Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.
3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective. THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

#### PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE

| EXECUTION BY OWNER                 |                                                               |               |
|------------------------------------|---------------------------------------------------------------|---------------|
|                                    | State of _____ County of _____                                | Notary Public |
|                                    | Signed and sworn to (or affirmed) before me this day by _____ |               |
| By: _____                          | _____ (insert name(s) of principal(s))                        |               |
| Printed or Typed Name/Title: _____ | Date: _____                                                   |               |
| By: _____                          | _____ Notary Public                                           |               |
| Printed or Typed Name/Title: _____ | My Commission Expires: _____                                  |               |

# Commitment Requirement

## Recently Completed Improvements

**Non-MLA project:** NCLTA FORM 2 (Owner/Contractor Affidavit, Lien Waiver, and Indemnity) from every Owner & PLC

**MLA project:** Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first)

- A Lien Agent was designated on the LiensNC.com website &
- The Appointment of Lien Agent was posted at the Land

NCLTA FORM 5 (Owner Affidavit) from every Owner; AND

NCLTA FORM 6 (MLA Lien Waiver) from every PLC-MLA

# NCLTA Lien Forms: Recently Completed Construction

## Non MLA: Form 2

## MLA: Forms 5 (Owner) AND Form 6 (each "Potential Lien Claimant")

### OWNER/CONTRACTOR AFFIDAVIT, WAIVER OF LIENS AND INDEMNITY AGREEMENT (NO MECHANICS LIEN AGENT APPOINTED - CONSTRUCTION RECENTLY COMPLETED)

**PARTIES:** All parties identified in this section must execute this Agreement, including any Contractors required to sign Additional Signature Pages which must be attached hereto and are hereby incorporated herein and made a part hereof by reference, as applicable (herein the "Agreement").

**Owner:** \_\_\_\_\_  
 (NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period and the Contractors who have contracted or dealt with that Owner. AN OWNER CANNOT BE A CONTRACTOR as defined herein.)

**Contractor(s):** \_\_\_\_\_  
 (NOTE: All Contractors dealing with an Owner must be named and execute this Agreement. A CONTRACTOR CANNOT BE THE OWNER.)

**Attached: ADDITIONAL SIGNATURE PAGE(S)** for all contractors providing or who have provided Labor, Services or Materials within the 120-Day Lien Period.

**PROPERTY:** \_\_\_\_\_

(insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of improvements on the larger tract.)

**DEFINITIONS:** The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architecture, engineering, landscaping and surveying), and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an improvement thereon. (CAUTION: IF AN OWNER OF THE PROPERTY ALSO ACTS AS A CONTRACTOR, OR IF A CONTRACTOR IS ALSO AN AGENT OF AN OWNER, THEN ALL OTHER CONTRACTORS WHO ENTER INTO A CONTRACT WITH THAT OWNER/CONTRACTOR DIRECTLY OR THROUGH SUCH AGENT FOR IMPROVEMENTS TO THE PROPERTY MUST EXECUTE THIS AGREEMENT. IF A CONTRACTOR IS SUBSTANTIALLY RELATED TO THE OWNER, CONSULT UNDERWRITING COUNSEL WITH THE TITLE INSURER PRIOR TO CLOSING. DO NOT RELY ON CONSTRUCTION LICENSING DEFINITIONS.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or Deed of Trust to Lender, as referenced herein, in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an improvement is to be made and who ordered the improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Lender - INSERT NAME(S):** \_\_\_\_\_ and its true successor and/or assigns.
- **Mechanics Lien Agent:** A title insurance agency designated by an Owner pursuant to N.C.G.S. 44A-11.1.
- **Deed of Trust:** The real estate security instrument(s) to be executed by Owner and to encumber the Property in the currently contemplated transaction and any currently contemplated future extensions, renewals, modifications, amendments or reinstatements thereof.
- **Property:** The real estate described above or on Exhibit A and any accessories, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

**AGREEMENT:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by Lender secured by the Deed of Trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials, Owner and Contractor(s), first being duly sworn, depose, say and agree, respectively:

1. **Owner's Certifications:**  
 Owner certifies that (i) Owner has not appointed a Mechanics Lien Agent for any project(s) on the Property; (ii) Every Contractor with whom Owner has dealt or contracted for improvements within the 120-Day Lien Period is identified and a signatory herein, including every Contractor that may be providing punch list or warranty work post-closing pursuant to a contract for Labor, Services or Materials previously furnished; (iii) there are no outstanding actual or potential liens (filed or unfiled) for Labor, Services or Materials for improvements on the Property; (iv) Owner has not received any Notice of Claim of Lien upon Funds from any other person or entity; (v) Owner has no knowledge of any other type of claim outstanding which would entitle the holder thereof to claim a lien on or interest in the Property including retention of title agreements or security interests for any materials, appliances, fixtures or furnishings placed upon or installed on the Property. Any such matter in (i) through (v) shall be deemed not to exist if either the claimant has completed all improvements of that claimant and been paid in full (and satisfactory evidence of such payment is provided herewith) or the claimant has waived or released the claimant's claim, provided that the waiver or release is in writing and such writing is acceptable to and is furnished to the Company.
2. **Contractor's Certifications - Waiver of Liens by Contractor:**  
 Each Contractor certifies that (i) such Contractor has signed this Agreement in the correct legal capacity and has the authority to sign this Agreement; (ii) there are no outstanding actual or potential liens (filed or unfiled) for Labor, Services or Materials for improvements on the Property by anyone claiming by, through, or under such Contractor; (iii) such Contractor has not received any Notice of Claim of Lien upon Funds or Claim of Lien on Real Property from any other person or entity; and (iv) Contractor has no actual knowledge of an MLA having been appointed by the Owner.

In addition, each Contractor certifies that, to the best of such Contractor's knowledge and belief, (i) all parties known by such Contractor to have dealt or contracted with

© North Carolina Land Title Association, March 2013  
 Form No. 2: OWNER/CONTRACTOR AFFIDAVIT, WAIVER OF LIENS AND INDEMNITY AGREEMENT (NO MLA - CONSTRUCTION RECENTLY COMPLETED)

### OWNER AFFIDAVIT AND INDEMNITY AGREEMENT (MLA - CONSTRUCTION COMPLETED, CONTEMPLATED OR UNDER WAY)

**OWNER:** \_\_\_\_\_  
 (NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period)

**LAND:** \_\_\_\_\_  
 (insert street address or brief description and/or attach a description as Exhibit A.)

**MLA Entry Number:** \_\_\_\_\_

**DEFINITIONS:** The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demo, shrubbery, driveways, and private roadways on the Land as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architecture, engineering, landscaping and surveying), and/or rental equipment.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Land within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Land or a borrower under a loan agreement secured by the Land; (ii) a person with rights to purchase the Land under a contract and for whom an improvement is to be made and who ordered the improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction.
- **Lender - INSERT NAME(S):** \_\_\_\_\_
- **Deed of Trust:** The real estate security instrument(s) to be executed by Owner currently contemplated or future extensions, renewals, modifications, amendments or reinstatements thereof.
- **Land:** The real estate described above or on Exhibit A and any accessories, tenements, hereditaments, and improvements placed thereon.
- **MLA/Mechanics Lien Agent:** A title insurance company or agency designated by an Owner pursuant to N.C.G.S. 44A-11.1.
- **Potential Lien Claimant:** Any person or entity who has performed or furnished or is currently performing or furnishing or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, for the making of an improvement on the Land of NCGS Chapter 44A.
- **Design Professionals:** Any architect, engineer, land surveyor or landscape architect.
- **Custom Contractor:** A contractor duly licensed as a general contractor pursuant to N.C.G.S. 88-101 who is not an affiliate, relative, or insider of the contractor to build a single residence.
- All defined terms shall include the singular or plural as required by context.

**AGREEMENT:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Land by a purchaser and/or the making of a loan by Lender secured by the Deed of Trust encumbering the Land and the issuance of a title insurance policy or policies by Company insuring priority of title to the Land over claims of lien for Labor, Services or Materials, Owner and Contractor(s), first being duly sworn, depose, say and agree, respectively:

1. **Owner's Certifications:**  
 A. Owner certifies that an MLA has been designated for this Land and Owner has limited to:  
 i. Provision of contact information for MLA to Potential Lien Claimant(s) if L. 11.2.  
 ii. Appointment of MLA has been conspicuously and continuously posted.  
 iii. Identification to the MLA of any Custom Contractor in contract with Owner residence in accordance with NCGS 44A-11.2.  
 iv. Identification to the MLA of all Design Professionals and any party with whom Owner has been engaged in connection with the improvements to the Land. Except as evidenced by the NCLTA Form 6 or Form 7 submitted herewith, (i) the Land; (ii) Owner has not received any Notice of Claim of Lien upon Funds from a claim outstanding which would entitle the holder thereof to claim a lien on or interest in the Property including retention of title agreements or security interests for any materials, appliances, fixtures or furnishings placed upon or installed on the Land; (iii) Owner has no knowledge of any other type of claim outstanding which would entitle the holder thereof to claim a lien on or interest in the Property including retention of title agreements or security interests for any materials, appliances, fixtures or furnishings placed upon or installed on the Land; (iv) Owner has not received any Notice of Claim of Lien upon Funds from any other person or entity; and (v) Owner has no actual knowledge of an MLA having been appointed by the Owner.

(Note: NCLTA Form 6 or 7 is also required from any Potential Lien Claimant.)

© North Carolina Land Title Association, February 2014  
 Form No. 5: MLA APPOINTED - OWNER AFFIDAVIT AND INDEMNITY AGREEMENT

### WAIVER AND RELEASE OF LIENS (MLA APPOINTED)

**POTENTIAL LIEN CLAIMANT:** \_\_\_\_\_ (hereinafter, "Potential Lien Claimant")

**PROPERTY (Required):** \_\_\_\_\_  
 (insert street address or brief description and/or attach a description as Exhibit A.)

**DEFINITIONS:** The following capitalized terms as used in this Waiver and Release of Liens ("Waiver") shall have the following meanings:  
 • **Company:** any title insurance company issuing a title policy or policies insuring title to the Property in reliance on this Waiver.  
 • **Lender:** a lender making a loan secured by a deed or trust encumbering the Property.

1. **Certifications and Waiver:**  
 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other benefits accruing, Potential Lien Claimant certifies that (i) hereafter has signed this Waiver in the correct legal capacity and has the authority to sign this Waiver; (ii) such Potential Lien Claimant has not received any notice of Claim of Lien upon Funds or Claim of Lien on Real Property from any other person or entity.

Potential Lien Claimant waives and releases any lien, claim of lien or other interest whatsoever which such Potential Lien Claimant or anyone claiming by, through, or under such Potential Lien Claimant might have in the Property. Potential Lien Claimant waives and releases any right or protection Potential Lien Claimant may have arising out of any Notice to Lien Agent that Potential Lien Claimant has filed relating to the Property in accordance with the provisions of NCGS 44A-11.2 for work performed prior to and after execution of this Waiver.

2. **Release:**  
 This Agreement may be relied upon by the purchaser in the purchase of the Property, Lender to make a loan secured by the Deed of Trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Potential Lien Claimant (and anyone claiming by, through or under them).

3. **NCLTA Copyright:**  
 This is a COPYRIGHTED FORM and any variances in the form provisions hereof must be specifically stated in the blank spaces and agreed to in writing by the Company.

No modification of this Waiver, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

**POTENTIAL LIEN CLAIMANT:**

\_\_\_\_\_  
 (SEAL)

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

Printed or Typed Name/Title: \_\_\_\_\_

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

Printed or Typed Name/Title: \_\_\_\_\_

DATE: \_\_\_\_\_

© North Carolina Land Title Association, February 2014  
 Form No. 6: MLA APPOINTED - POTENTIAL LIEN CLAIMANT - LIEN WAIVER/RELEASE

# Commitment Requirement

## Construction Contemplated or In Process

**Non-MLA project:** NCLTA FORM 3 (Owner/Contractor Affidavit, Indemnity and Lien Subordination) (for lender coverage only) from every Owner and every Potential Lien Claimant

**MLA project:** Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first)

- A Lien Agent was designated on the LiensNC.com website, &
- The Appointment of Lien Agent was posted at the Land;

NCLTA FORM 5 (Owner Affidavit) from every Owner; AND  
NCLTA FORM 6 (MLA Lien Waiver) or NCLTA FORM 7 (MLA Subordination of Liens) from every PLC

# NCLTA Lien Forms: Construction Contemplated or In Process

## Non MLA: Form 3

## MLA: Forms 5 (Owner) AND Form 7 (each "Potential Lien Claimants")

### OWNER/CONTRACTOR AFFIDAVIT, INDEMNITY AND LIEN SUBORDINATION AGREEMENT (NO MECHANICS LIEN AGENT APPOINTED - CONSTRUCTION IN PROCESS OR IMMEDIATELY CONTEMPLATED)

#### LENDER COVERAGE ONLY

**PARTIES:** All parties identified in this section must execute this Agreement, including any Contractors required to sign Additional Signature Pages which must be attached hereto and are hereby incorporated herein and made a part hereof by reference, as applicable (herein the "Agreement").

**Owner:** \_\_\_\_\_  
(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period and the Contractors who have contracted or dealt with that Owner. AN OWNER CANNOT BE A CONTRACTOR as defined herein.)

**Contractor(s):** \_\_\_\_\_  
(NOTE: All Contractors dealing with an Owner must be named and execute this Agreement. A CONTRACTOR CANNOT BE THE OWNER)

Attached: ADDITIONAL SIGNATURE PAGE(S) for all Contractors providing or who have provided Labor, Services or Materials within the 120-Day Lien Period.

#### PROPERTY:

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of improvements on the larger tract.)

**DEFINITIONS:** The following capitalized terms as used in this Agreement shall have the following meanings:

- Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contractors for construction on Property of Improvements are often provided before there is visible evidence of construction.) (CAUTION: IF AN OWNER OF THE PROPERTY ALSO ACTS AS A CONTRACTOR, OR IF A CONTRACTOR IS ALSO AN AGENT OF AN OWNER, THEN ALL OTHER CONTRACTORS WHO ENTER INTO A CONTRACT WITH THAT OWNER/CONTRACTOR DIRECTLY OR THROUGH SUCH AGENT FOR IMPROVEMENTS TO THE PROPERTY MUST EXECUTE THIS AGREEMENT. IF A CONTRACTOR IS SUBSTANTIALLY RELATED TO THE OWNER, CONSULT UNDERWRITING COUNSEL WITH THE TITLE INSURER PRIOR TO CLOSING. DO NOT RELY ON CONSTRUCTION LICENSING DEFINITIONS.)
- 120-Day Lien Period:** The 120 days immediately preceding the date of recording of the Deed of Trust in the Office of the Register of Deeds of the county in which the Property is located.
- Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property, (ii) a person with rights to purchase the Property under a contract and for whom an improvement is made and who ordered the improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- Lender - INSERT NAME(S):** \_\_\_\_\_ and its/their successor and/or assigns.
- Mechanics Lien Agent:** A title insurance company or title insurance agency designated by an Owner pursuant to N.C.G.S. 44A-11.1.
- Deed of Trust:** The real estate security instrument(s) to be executed by Owner and to encumber the Property in the currently contemplated transaction and any currently contemplated or future extensions, renewals, modifications, amendments or reinstatements thereof.
- Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

**AGREEMENT:** Construction of an Improvement to the Property is contemplated or is in process. Owner has obtained or will obtain a loan (including any transaction within the definition of Deed of Trust as defined above) made by Lender and secured by the Deed of Trust encumbering the Property which Deed of Trust is or will be recorded in the office of the Register of Deeds of the county in which the Property is located.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the making of a loan by Lender secured by the Deed of Trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring the priority of the lien of the Deed of Trust as an encumbrance on the Property without exception to liens for Labor, Services or Materials; Owner and Contractor(s), first being duly sworn, depose, say and agree, respectively:

### OWNER AFFIDAVIT AND INDEMNITY AGREEMENT (MLA - CONSTRUCTION COMPLETED, CONTEMPLATED OR UNDER WAY)

**OWNER:** \_\_\_\_\_  
(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period)

**LAND:** \_\_\_\_\_  
(Insert street address or brief description and/or attach a description as Exhibit A.)

**MLA Entry Number:** \_\_\_\_\_

- DEFINITIONS:** The following capitalized terms as used in this Agreement shall have the following meanings:
- Improvement:** All or any part of any building, structure, shrubbery, driveways, and private roadways on the Land.
  - Labor, Services or Materials:** ALL labor, services, materials, professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
  - Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Land or who is a borrower under a loan agreement secured by the Land and who ordered the improvement to be made and who ordered the improvement to be made.
  - Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
  - Deed of Trust:** The real estate security instrument(s) currently contemplated or future extensions, renewals, modifications, amendments or reinstatements thereof.
  - Land:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
  - MLA - Mechanics Lien Agent:** A title insurance company or title insurance agency designated by an Owner pursuant to N.C.G.S. 44A-11.1.
  - Potential Lien Claimant:** Any person or entity who has a contract, either express or implied, for the making of an improvement on the Land.
  - Custom Professional:** Any architect, engineer, land surveyor, or contractor.
  - Custom Contractor:** A contractor duly licensed as a contractor who is not an affiliate, relative, or insider of the residence.
  - All defined terms shall include the singular or plural as required by context.

**AGREEMENT:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other benefits accruing, Potential Lien Claimant certifies that (i) he/she/it has signed this Subordination in the correct legal capacity and has the authority to sign this Subordination; (ii) Potential Lien Claimant has not received any Notice of Claim of Lien upon Funds or Claim of Lien on Real Property from any other person or entity.

- 1. Owner's Certifications:**
- Owner certifies that an MLA has been designated limited to:
    - Provision of contact information for MLA to 112.
    - Appointment of MLA has been conspicuous.
    - Identification to the MLA of any Custom Contractor in accordance with N.C.G.S. 44A-11.1.
    - Identification to the MLA of all Design Professionals that have been engaged in connection with the improvement.
- Except as evidenced by the NCLTA Form 6 or Form 7 Land, (i) Owner has not received any Notice of Claim outstanding which would entitle the holder thereof to any materials, appliances, fixtures or furnishings placed on the Land by Contractor(s), first being duly sworn, depose, say and agree, respectively:

(Note: NCLTA Form 6 or 7 is also required from an Owner when the MLA is a Custom Contractor.)

© North Carolina Land Title Association, February 2014  
Form No. 5: MLA APPOINTED - OWNER AFFIDAVIT/INDEMNITY

### SUBORDINATION OF LIENS (MLA APPOINTED) [Lender's Coverage Only]

**POTENTIAL LIEN CLAIMANT:** \_\_\_\_\_ (hereinafter, "Potential Lien Claimant")

**PROPERTY (Required):** \_\_\_\_\_  
(Insert street address or brief description and/or attach a description as Exhibit A.)

**DEFINITIONS:** The following capitalized terms as used in this Subordination of Liens ("Subordination") shall have the following meanings:

- Company:** Any title insurance company issuing a title policy or policies insuring title to the Property in reliance on this Waiver.
- Lender:** A lender making a loan secured by a deed of trust encumbering the Property.
- Deed of Trust:** The real estate security instrument(s) to be executed and recorded to encumber the Property in the currently contemplated transaction and any currently contemplated or future extensions, renewals, modifications, amendments or reinstatements thereof.
- Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.

**1. Certifications and Waiver:**  
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other benefits accruing, Potential Lien Claimant certifies that (i) he/she/it has signed this Subordination in the correct legal capacity and has the authority to sign this Subordination; (ii) Potential Lien Claimant has not received any Notice of Claim of Lien upon Funds or Claim of Lien on Real Property from any other person or entity.

Potential Lien Claimant hereby subordinates to the lien of the Deed of Trust such Potential Lien Claimant's right and that of anyone claiming by, through, or under such Potential Lien Claimant to file a lien for Labor, Services or Materials on the Property. Potential Lien Claimant agrees that the Deed of Trust shall constitute a superior and paramount lien for all amounts which have been or may hereafter be advanced under the Deed of Trust. Potential Lien Claimant further warrants that Potential Lien Claimant has not assigned and will not assign Potential Lien Claimant's claim for payment or right to perfect a potential lien on the Property and that Potential Lien Claimant has the right to execute this Subordination.

**2. Reliance:**  
This Agreement may be relied upon by Lender to make a loan secured by the Deed of Trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring priority of the lien of the Deed of Trust on the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the consummation of funds and closing of this transaction and shall be binding upon Potential Lien Claimant (and anyone claiming by, through or under them).

**3. NCLTA Copyright:**  
THIS IS A COPYRIGHTED FORM and any variations in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Subordination, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

**POTENTIAL LIEN CLAIMANT:**  
\_\_\_\_\_  
(REAL)  
By: \_\_\_\_\_  
Printed or Typed Name/Title  
By: \_\_\_\_\_  
Printed or Typed Name/Title  
DATE: \_\_\_\_\_

© North Carolina Land Title Association, February 2014  
Form No. 7: POTENTIAL LIEN CLAIMANT - SUBORDINATION OF LIEN CLAIMS

# Commitment Requirement

Construction Contemplated or In Process



**NOTE:** If *buyer* has contracted for or is contemplating improvements, see “NO RECENT IMPROVEMENTS” above regarding seller lien affidavits as well.

# Commitment Requirement

Construction Contemplated or In Process



- **NOTE:** In all cases in which an MLA was required but not (timely) appointed, prior approval and terms of coverage (if any) by Company underwriting counsel is required.

# Mechanics' Liens

## *If No Lien Agent*

- Construction Loan
  - Form 3 –
    - Owner
    - ALL contractors
- Completed Construction
  - Form 2 –
    - Owner
    - ALL contractors

## *If Lien Agent Appointed*

- Form 5 – Owner
- Construction Loan
  - Form 7 (or 6)
    - Notice filers
    - First furnishers in last 15 days
- Completed Construction
  - Form 6
    - Notice filers
    - First furnishers in last 15 days



**LiensNC: One Stop  
The ONLY NC Lien  
Agent Registry**

# Registered Address for all Authorized Lien Agents & LiensNC Customer Support



**WEBSITE:**

[www.liensnc.com](http://www.liensnc.com)

**PHYSICAL/MAILING ADDRESS:**

19 W Hargett Street, STE 507, Raleigh  
NC 27601

**PHONE:**

888-690-7384

**EMAIL:**

[support@liensnc.com](mailto:support@liensnc.com)

**FAX:**

913-489-5231

**OFFICE HOURS:**

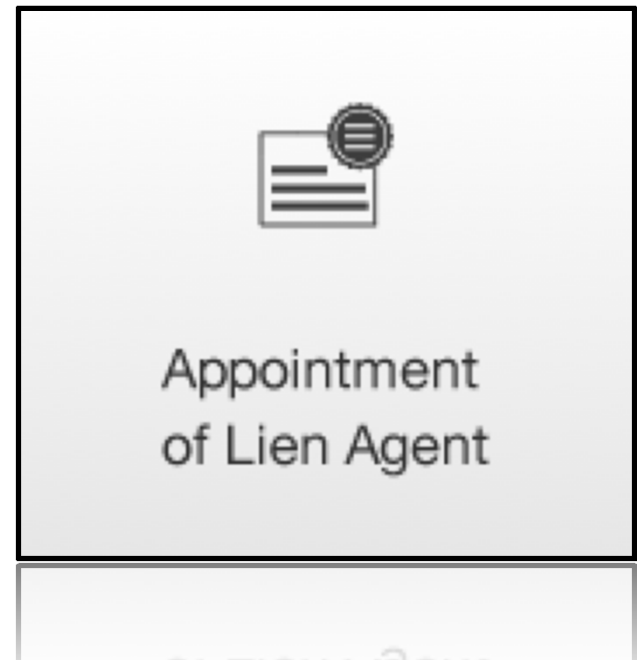
8:00 am – 4:00 pm M-F (*Closed from  
12:00-1:00 pm for lunch*)



# STEP 1: Appoint Lien Agent

Lien Agent must be a title insurance underwriter  
or agent registered with NC Dept. of Insurance

ALL registered lien  
agents operate  
exclusively through  
[LiensNC.com!](https://LiensNC.com)



# OWNER: Definition

A person who...

- *Has an interest in the real property improved*
- *For whom an improvement is made, and*
- *Ordered the improvement to be made*

Includes successors in interest of the owner and agents of the owner acting within their authority

G.S. 44A-7(6)

Includes “contract purchaser” who is planning construction – purchase/construction loan

Dalton Moran Shook vs. Pitt Dev. Co. (1992)

# OWNER: Responsibilities

- Appoint lien agent
- Provide copy to inspections/permitting office (if applicable)
- Post at job site
- Provide info to contractors & subs

# Design Professionals –

## Classic “First Furnishers” Starting the Project

- Architects, engineers, surveyors
  - Owner must provide name and contact info of MLA to design professional within 15 days of appointment of lien agent
  - May designate lien agent in contract with design professional



## **STEP 2: Send Notice To Lien Agent**

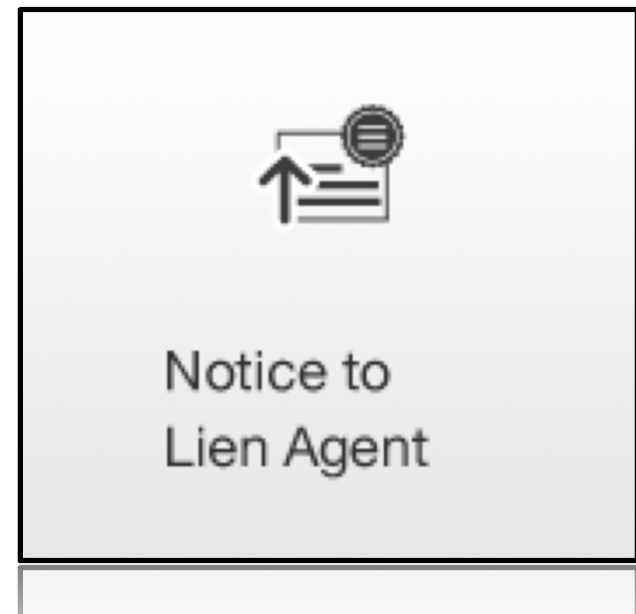
*Preserving Priority of PLC's Lien Rights*

**Must be filed with MLA before the later of:**

- Deed or deed of trust recording (or)
- Within 15 days of first furnishing labor or materials at the site

**OR...**

**By filing traditional Claim  
of Lien on Real Property  
prior to deed or deed of  
trust recording**



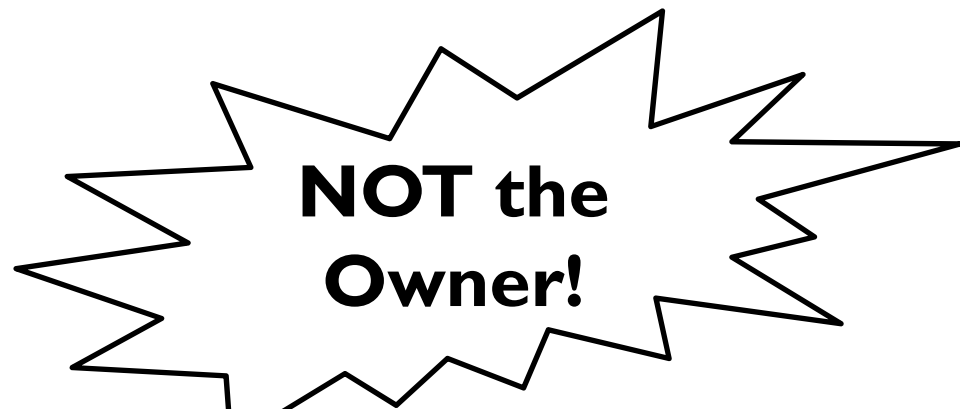
# Contractor: Definition

A person who...

- *Contracts with an owner* to improve real property

§44A-7(3)

Has nothing to do with whether they are a  
“general contractor” or licensed under Ch.  
87!!







# **Preparing for Closing**

# Preparing for Closing

- Check public record
- Review Offer to Purchase and Contract
- Check LiensNC.com website
- Enter “Closing Notice” on the Appointment for this property to receive:
  - Related Filings Report
  - Notice of any future filings
- Consider 15-day window
  - Landscaping, cleaning, commissioning, seal coating, line painting, other painting
  - “Finish” contractors



# Analyze LiensNC Related Filings Report: Priority & Rights under existing Ch. 44A

- Determine which of the PLCs on the LiensNC Related Filings Report have either direct or subrogation lien rights
- SALE: Obtain waivers/releases from all PLCs with either direct or subrogation lien rights
- FINANCING: Obtain waivers/subordinations from all PLCs with direct or subrogation lien rights
- Discuss with the title insurer insuring the property any situations where waivers/releases from Potential Lien Claimants will not/cannot be obtained





# Peeling back the onion: Developer infrastructure

In a new or ongoing development, it will be necessary to *also research any filings against the developer* since:

- they may relate back to the beginning of the project
- “last furnishing” may still not have happened if ongoing paving, water, sewer, amenities
- Potential claim may far exceed value of the individual lot
- Builders buying lots may not be able to sell, even if they pay *their* debts, because of Developer liabilities !!!

# **REMINDER TO DEVELOPERS & COUNSEL**

## **ADVISE YOUR DEVELOPER CLIENTS:**

### **LIMIT CONTRACTS & APPOINTMENTS TO THE SPECIFIC PROJECT –**

- **PHASE OR SECTION**
- **LOT**
- **CLUB HOUSE**
- **GOLF COURSE**
- **BUILDING NUMBER**

# Addressing the 15-day “last provider”... The risk decision

- The “15-day” provision:
  - PLC’s whose *first* furnishing just prior to closing
  - Still a “hidden lien” but much more limited
  - Typically, -- appliances, landscaping, driveway, fencing, upgrades / change orders, cleanup
- Questions to ask Owner, BFP, Lender?
  - Who was there?
- Underwriting decisions

# Offer to Purchase and Contract Form 2T, rev 7/2013

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(e) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.



**LiensNC –  
SEARCH &  
REPORT**





# STEP 3: Search

- Search Period
- Smart Searching Tips (Advanced and Entry #)
- The Search Process
- Example Searches

## Find an Appointment



ENTRY NUMBER



ADVANCED  
SEARCH

# Search Period

## FROM: “FIRST CONTRACTING”

- Before the survey
- Before the plat (for developer)
- Before the architectural drawings (for new condo)
- Before the purchase (for acquisition/construction loan)

THROUGH: “LAST 15 DAYS PRIOR TO CLOSING”  
(so search to date of closing & Form 5, 6 & 7 include latest providers)

- PLC’s can file 15 days after *first* furnishing, -- which may be post-closing if first furnishing is just before closing

**Remember: Work often “starts” before they own the property. See *Pitt Dev. V. Dalton Moran Shook***

# Search Tips

- No wild card
- Start simple and literal
- DO USE
  - Distinctive words (Owner, street name)
  - Connectors (ALL CAPS) → AND, OR, NOT
  - Quotation marks “ “ around multiple words that have to appear together precisely
- DO **NOT** USE
  - Common words (North or Smith)
  - Abbreviated words or initials
    - Avoid: “St” or “Rd” or “Dr”)
    - Avoid: “D.R.” or “DR” or “D R ”
  - Plurals: Builder vs. Builders
  - Punctuation and spaces (they are ignored in search query)



**CHICAGO BULL**  
VOLUME 1, EDITION 49

**LIENSNC – Pointers on Searching**

[http://www.liensnc.com/Search\\_Tips.html](http://www.liensnc.com/Search_Tips.html)

In October of 2013, the LiensNC website was enhanced to improve many of the features. Below are some key pointers to help you locate what you need when searching. Review the Search Tips section of the website for additional information.

**1. SEARCH PERIOD UNDER MECHANICS' LIEN LAW:**

FROM: "FIRST CONTRACTING"

- Before the survey
- Before the plat (for developer)
- Before the architectural drawings (for new condo)
- Before the purchase (for acquisition/construction loan)

THROUGH: "LAST 15 DAYS PRIOR TO CLOSING" (so search to date of closing & Form 5, 6 & 7 include latest providers)  
PLC's can file 15 days after first furnishing - which may be post-closing if first furnishing is just before closing

**2. WHICH PROJECTS ARE ON LIENSNC? Should be only:**

- "FIRST CONTRACTING" after April 1, 2013
- Over \$30,000
- Not renovation or addition to owner's primary residence
- Not public project (owned by governmental entity)

**3. SEARCH BASICS**

- Use more distinctive words (owner, street name) of search, such as unusual name
- DO NOT USE:
  - words often abbreviated (such as Road vs Rd)
  - plurals – "Trust Builder" is not the same as "Trust Builders" and the results will be dramatically different because the actual filing is under Trust Builder Group (not plural)
  - numbers standing alone → not 336 or 252 (which are in phone numbers), instead use: "Lot 336"
- Quotation marks " " around multiple words that have to appear together precisely
- Connectors in ALL CAPS →
  - AND → if all of the terms must appear in the Appointment, so only the limited list with all of these search terms will appear
  - OR → if either of the terms must appear in the Appointment, so any appointment with either of the terms or both of the terms will appear
  - NOT → so Appointment would not come up if this term was in it
- Punctuation and capitalization are ignored → "Lot 34" is the same as "LOT 34" is the same as "Lot #34"

4. Search Results are just Appointments for which the keywords appear in any related filing. Each Appointment has a unique entry number. It's a quick look to run down the "Project Property" column for your potential property or properties, even if it's a couple of pages (50 Appointments per page).

SEARCH KEYWORD: DOUGHTYMEWS

| The keyword(s) was found 5 time(s). Viewing Appointment(s) 1 through 3 |                                                                                             |                                                                                                                               |                  |        |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------|--------|
| Filing                                                                 | Project Property                                                                            | Owner                                                                                                                         | Related Filings? | Action |
| Appointment of Lien Agent<br>10/22/2013<br>Entry #: 58521              | Lot 34 High Grove Subdivision<br>5120 Doughtymews Lane Fuquay Varina, NC 27526<br>NC County | Michael Strickland<br>5005 Shimberg PL, Fuquay Varina, 27526<br>Phone: 919-815-2963<br>mike.strickland@systemselectronics.com | Yes              |        |
| Appointment of Lien Agent<br>10/08/2013<br>Entry #: 54022              | 5101 Doughtymews Lane Fuquay-Varina, NC 27526                                               | Chris Weir Homes, LLC<br>2400 Lullwater Drive, Raleigh, 27606<br>Phone: 919-810-9163<br>cniw@chrisweirhomes.com               | Yes              |        |
| Appointment of Lien Agent<br>05/06/2013<br>Entry #: 8608               | 5121 Doughtymews Lane Fuquay-Varina, NC 27526                                               | Janet Bogard<br>5121 Doughtymews Lane, Fuquay-Varina, 27526<br>Phone: 919-285-4360                                            | No               |        |

Copy To New...

- Notice to Lien Agent
- Appointment of Lien Agent
- Track This
- Related Filings Report
- Closing Notice

5. Related Filings Report (far right arrow, in drop-down menu) shows EVERYTHING related to the selected Appointment including all Notices to Lien Agent and all contact information. Options are provided to print, download or email.

6. The Attorney may select Closing Notice from the far right drop-down menu which will:

- a. immediately email the Related Filings Report, and
- b. forward immediately any future filings on that Appointment.

7. SOME KEYWORD EXAMPLES (though may eventually limit by date range as well per 1. above):  
Dickerson AND "Briar Chapel"

NVR AND Raleigh  
[Prolific developer, but narrowed to one market, and could add – AND KIT – shorter portion of development, Kitts Creek, to narrow further still]

"Clark Home" AND RALEIGH

"Brunswick Forest"

"Trust Builder" AND "Stone Moss"  
[NOTE: Builders not typed to avoid risk that plural is not their actual name.]

SAVVY AND "BRAXTON VILLAGE"  
[Prolific developer, but very limited number in this subdivision]

"bells crossing"  
[For the subdivision as well as the street address]

2916 AND Main  
[For the address, whether North or South Main, and could add - AND SALISBURY - if needed]

# Search Process

## Results Include:

- Appointment filing details
- Notice filing details
- Comments

The screenshot displays a web interface for a legal filing system. It features three overlapping panels:

- Top Panel: Details: Notice to Lien Agent**  
Entry #: 234272 | Linked to: #231376  
Filed on: 01/07/2015  
Initially filed by: admin
- Middle Panel: POST AT JOB SITE**  
**Details: Appointment of Lien Agent**  
Entry #: 231376  
Filed on: 12/29/2014  
Initially filed by: Southside
- Bottom Panel: View Comments**  
The following comments have been made on this filing:
  - Made on: 08/15/2013 by: crazygirl - *We decided not to perform this work after all.*
  - Made on: 08/11/2013 by: chris - *I misspelled my name. It should be Chris.*
  - Made on: 08/25/2013 by: crazygirl - *I just wanted to say hi...here's my comment.*
  - Made on: 08/25/2013 by: testuser1 - *The project is now complete.*Note: Comments are not included on the Appointment printout. To print comments, select the "Related Filings Report" action and print.

The middle panel also includes sections for:

- Designated Lien Agent:** Chicago Title Company, LLC. Online: www.liensnc.com. Address: 19 W. Hargett St., Suite 507 / Raleigh, NC 27601. Phone: 888-690-7384. Fax: 919-489-9332. Email: support@liensnc.com.
- Owner Information:** Cedar Fair Entertainment, 15423 Carowinds Blvd, Charlotte, NC 28273, United States. Email: steve.jackson@carowinds.com. Phone: 704-587-9027.
- Project Property:** A new 631 SF bath/restroom facility along with electrical service. 15423 Carowinds Blvd, Charlotte, NC 28273, mecklenburg County.
- Property Type:** Other
- Date of First Furnishing:** 01/05/2015
- Filing Notification Alerts:** Filer Email 1: steve.jackson@carowinds.com, Filer Email 2: rkies@southsideco.com.

Buttons for "Print & Post" and "Print This Page" are visible. A "View Comments (0)" link is at the bottom left of the middle panel.

# Related Filings Report

- Look at “Related Filings” Column
- Available to Print and/or Download
- Closing Notice Notification Option

LiensNC Account - Log Out

Home Search - History Cart Guide

| Filing                                                        | Project Property                            | Owner                                                                                                                         | Related Filings? | Action |
|---------------------------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------|--------|
| Appointment of Lien Agent<br>05/24/2013<br>Entry #: 13539<br> | 1002 Garden Web Road Indian Trail, NC 28079 | PulteGroup<br>11121 Carmel Commons Blvd.<br>Sta. 450, Charlotte, NC 28226<br>Phone:<br>704-414-7019<br>nelia.felder@pulte.com | Yes              |        |

Comments:  
No comments have been made.

Additional Pre 10/19/2013 Filing Information

**Project Property**

Lot: 339  
Tax Parcel ID: 07003428

**Pre-Permit Workers**

none

[Print Appointment](#)

**Related Filings**

| Filing                                                   | Project Property                                     | Potential Lien Claimant                                                                                                                                             | Contracted Through | Action |
|----------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------|
| Notice to Lien Agent<br>06/05/2013<br>Entry #: 16573<br> | Lot: 339 1002 Garden Web Road Indian Trail, NC 28079 | Builders FirstSource<br>7770 Caldwell Road,<br>Harrisburg, NC 28075<br>Phone:<br>704-455-6444<br>Fax:<br>214-231-7537<br>justin.blackford@bldr.com                  | Pulte Home Corp    |        |
| Notice to Lien Agent<br>07/05/2013<br>Entry #: 25234<br> | Lot: 339 1002 Garden Web Road Indian Trail, NC 28079 | INTERIOR DISTRIBUTORS/ALLIED BUILDING PRODUCTS<br>1105 NEW HOPE RD,<br>RALEIGH, NC 27610<br>Phone:<br>201-777-5202<br>Fax:<br>919-863-0056<br>susan.spaulding@g.com | PULTE HOME CORP    |        |

Comments:  
No comments have been made.


[Print Report](#) [Download Report](#)

**NO DOCUMENTS TO REVIEW!**

**Print or Download**

# Related Filings Report Cont.

The keyword(s) was found 6 time(s). Viewing Appointment(s) 1 through 3

|                         |                                                                                                                                                         |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Filing Type</b>      | Appointment of Lien Agent<br>05/24/2013<br><b>Entry #: 13539</b><br> |
| <b>Project Property</b> | 1002 Garden Web Road Indian Trail, NC 28079                                                                                                             |
| <b>Claimant / Owner</b> | PulteGroup<br>11121 Carmel Commons Blvd. Ste. 450, Charlotte, 28226<br>Phone:<br>704-414-7019<br>nakia.felder@pulte.com                                 |
| <b>Related Filings?</b> | Yes                                                                                                                                                     |
| <b>Action</b>           |                                                                                                                                                         |
| <b>Filing Type</b>      | Appointment of Lien Agent<br>04/11/2013<br><b>Entry #: 2809</b>                                                                                         |

- Copy To New...
- Notice to Lien Agent
- Appointment of Lien Agent
- Track This
- Related Filings Report**
- Closing Notice

# Advanced Search: QUERY 1

LiensNC

Account ▾ Log Out

Home

25771 Appointments found - View

| Filing                                                                                                                                                   | Owner                                                                           | Action                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Appointment of Lien Agent<br>01/08/2015<br><b>Entry #: 234784</b><br>  | SHUGART ENTERPRISES, LLC<br>221 JONESTOWN RD,<br>WINSTON-SALEM, 27104<br>Phone: | No<br>  |
| <b>Comments:</b><br>No comments have been                                                                                                                |                                                                                 |                                                                                                                                                                               |
| Appointment of Lien Agent<br>01/08/2015<br><b>Entry #: 234775</b><br> | SHUGART ENTERPRISES, LLC<br>221 JONESTOWN RD,<br>WINSTON-SALEM, 27104<br>Phone: |     |



# Advanced Search: QUERY 2

LiensNC

Account ▾ Log Out

90 Appointments found - Viewing

| Filing                                                                                                                                                   | Owner                                                                                    | Action                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Appointment of Lien Agent<br>11/14/2014<br><b>Entry #: 215876</b><br>  | 57<br>on lane p<br>Morton Inc<br>erial Center Parkway,<br>Morrisville,<br>mn             | No<br>  |
| <b>Comments:</b><br>No comments have been                                                                                                                |                                                                                          |                                                                                                                                                                               |
| Appointment of Lien Agent<br>11/14/2014<br><b>Entry #: 215875</b><br> | winston<br>DR Horton Inc<br>2000 Aerial Center Park<br>Suite 110A, Morrisville,<br>27560 |     |




# Advanced Search: QUERY 3

LiensNC

Account ▾ Log Out

Home Search ▾ History Cart Guide

1 Appointments found - Viewing 1-1

| Filing                                                                                                                                                   | Project Property                                                                   | Owner                                                                                                                                 | Related Filings? | Action                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Appointment of Lien Agent<br>06/12/2014<br><b>Entry #: 149223</b><br> | Bear Pond Solar Project<br>1587 Bearpond Rd<br>Henderson, NC 27536<br>Vance County | NVT Licenses LLC<br>44 Montgomery Street, Suite<br>2200, San Francisco, 94104<br>Phone:<br>410-533-9058<br>scottedwards@sunedison.com | Yes              |   |

**Comments:**  
06/13/2014 by: droach@vaughnindustries.com - *Incorrect Project prop address noted. Correct street address to be... 1689 Bearpond Road*  
06/13/2014 by: droach@vaughnindustries.com - *Refer to new Entry #149700 to be in conjunction with this old Entry #*

# Entry # Search



1 Appointment(s) found.

| Filing                                                                                                        | Project Property                                                                   | Owner                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Appointment of Lien Agent<br>06/13/2014<br><b>Entry #: 149700</b><br>                                         | Bear Pond Solar Project<br>1689 Bearpond Rd<br>Henderson, NC 27537<br>Vance County | NVT Licenses LLC<br>44 Montgomery Street, Suite<br>2200, San Francisco, CA<br>94104<br>Phone:<br>410-533-9058<br>scottedwards@sunedison.com |
| <b>Comments:</b><br>06/13/2014 by: droach@vaughnindustries.com - Corrected appointment. Refer to old entry #1 |                                                                                    |                                                                                                                                             |



- Copy To New...
- Notice to Lien Agent
- Appointment of Lien Agent
- Track This
- Related Filings Report**
- Closing Notice

**Look at Related Filings for BOTH PROJECTS!!!!**

# Related Filings Report

## Appointment of Lien Agent Related Filings Report

### Appointment of Lien Agent

| Filing                                                     | Project Property                                                                   | Owner                                                                                                                                       | Related Filings? | Action                                                                                                                                                                  |
|------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Appointment of Lien Agent<br>06/13/2014<br>Entry #: 149700 | Bear Pond Solar Project<br>1689 Bearpond Rd<br>Henderson, NC 27537<br>Vance County | NVT Licenses LLC<br>44 Montgomery Street, Suite<br>2200, San Francisco, CA<br>94104<br>Phone:<br>410-533-9058<br>scottedwards@sunedison.com | Yes              |   |

Related Filings Report for Entry #149700, - Address: 1689 Bearpond Rd, Henderson, 27537

Message

Delete Reply Reply All Forward Move Junk Unread Categorize Follow Up

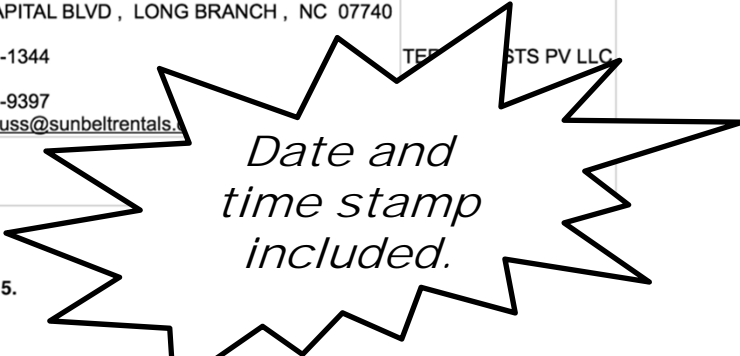
Related Filings Report for Entry #149700, - Address: 1689 Bearpond Rd, Henderson, 27537

Sent:  
To:

**Related Filings**

| Filing                                                  | Project Property                                                | Potential Lien Claimant                                                                                                                                                                                   | Contracted Through |
|---------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Notice<br>06/13/2014<br>Entry #: <a href="#">149701</a> | Bear Pond Solar Project<br>1689 Bearpond Rd Henderson, NC 27537 | Vaughn Industries LLC<br>1201 E Findlay Street, Carey, OH 43316<br>Phone:<br>419-396-3900<br><a href="mailto:droach@vaughnindustries.com">droach@vaughnindustries.com</a>                                 | NVT Licenses LLC   |
| <b>Comments:</b><br>No comments have been made.         |                                                                 |                                                                                                                                                                                                           |                    |
| Notice<br>07/21/2014<br>Entry #: <a href="#">165211</a> | Bear Pond Solar Project<br>1689 Bearpond Rd Henderson, NC 27537 | SUNBELT RENTALS INC<br>3316 CAPITAL BLVD , LONG BRANCH , NC 07740<br>Phone:<br>919-790-1344<br>Fax:<br>919-431-9397<br><a href="mailto:angela.russ@sunbeltrentals.com">angela.russ@sunbeltrentals.com</a> | TEP STS PV LLC     |
| <b>Comments:</b><br>No comments have been made.         |                                                                 |                                                                                                                                                                                                           |                    |

This report was generated by user "jane.doe" on Feb 14 12:00 EST 2015.



# Analyze Results

Owner

Contractor

Design Professionals

Potential Lien Claimants

Design Professionals (earlier filings)

Closing Attorney, Settlement Agent, Lender

Lien Agent



Be sure to use the “Closing Notice” option to stay alerted of future filings on your Appointments!

We Welcome Your Input!  
support@liensnc.com

