



# Blue Ridge Land & Auction Co., Inc

## Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – Teresa Page & James Page

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Thursday, March 12<sup>th</sup>, 2026 at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

**BROKER/AUCTIONEER** – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**AFFILIATE BROKER** – Sharon Roseman (Affiliate Broker) of United Country – Big6 Properties located at 153 NC-16, Taylorsville, NC 28681 (828-632-2446), (m 828-320-4726) has contracted with “Seller” to offer to sell at public auction certain real property.

## **OFFERING** –

### **Legally described as:**

+/- 1.09 acres; Formerly known as Lot 21 & Lot 22 Cherry Springs Subdivision, now known as Lot 22; Parcel IDs: # 087 021.18 and 087 021.19

**Address:** 1131 Cherry Springs Ln., Trade, TN 37691

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, March 12<sup>th</sup>, 2026 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**



## **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.



- 8) **Earnest Money Deposit:** A \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, April 27<sup>th</sup>, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to,



but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to TN State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating TN State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.



Matt Gallimore – United Country Blue Ridge Land and Auction  
Owner, Real Estate Broker, Auctioneer, MBA  
102 South Locust Street; PO Box 234  
Floyd, VA 24091  
540-239-2585  
[Gallimore.Matt@gmail.com](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

**Firm State License #'s**

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

**Sharon Roseman – United Country Big6 Properties**

**Owner, Real Estate Broker, Auctioneer**

153 NC-16  
Taylorsville, NC 28681  
828-632-2446 office  
828-320-4726

**License #'s**

North Carolina Broker License #	229274
North Carolina Real Estate Firm License #	C31790
North Carolina Auctioneer License #	10467
North Carolina Auction Firm License #	10471
Tennessee Broker License #	376536
Tennessee Real Estate Firm License #	266348





**Auction Services**

# Aerial



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***





# Neighborhood

1131 Cherry Springs Ln.  
Trade, TN 37691







# Location

1131 Cherry Springs Ln.  
Trade, TN 37691









# SURVEY FOR

**JAMES RICHARD &  
TERESA WINKLER PAGE**

**DRAWN BY: THOMAS KERLEY**

**DATE: JUNE 20, 2024**

**9th CIVIL DISTRICT**

**JOHNSON COUNTY, TENNESSEE**

**APPALACHIAN LAND SURVEY CO.**

THOMAS TODD GRAYSON, RLS 1346

THOMAS J. KERLEY, RLS 1823

P. O. BOX 410

MTN CITY, TN 37683 (423) 727-9745

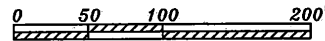
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON AND THAT THE SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.

APPALACHIAN LAND SURVEY COMPANY

## LEGEND

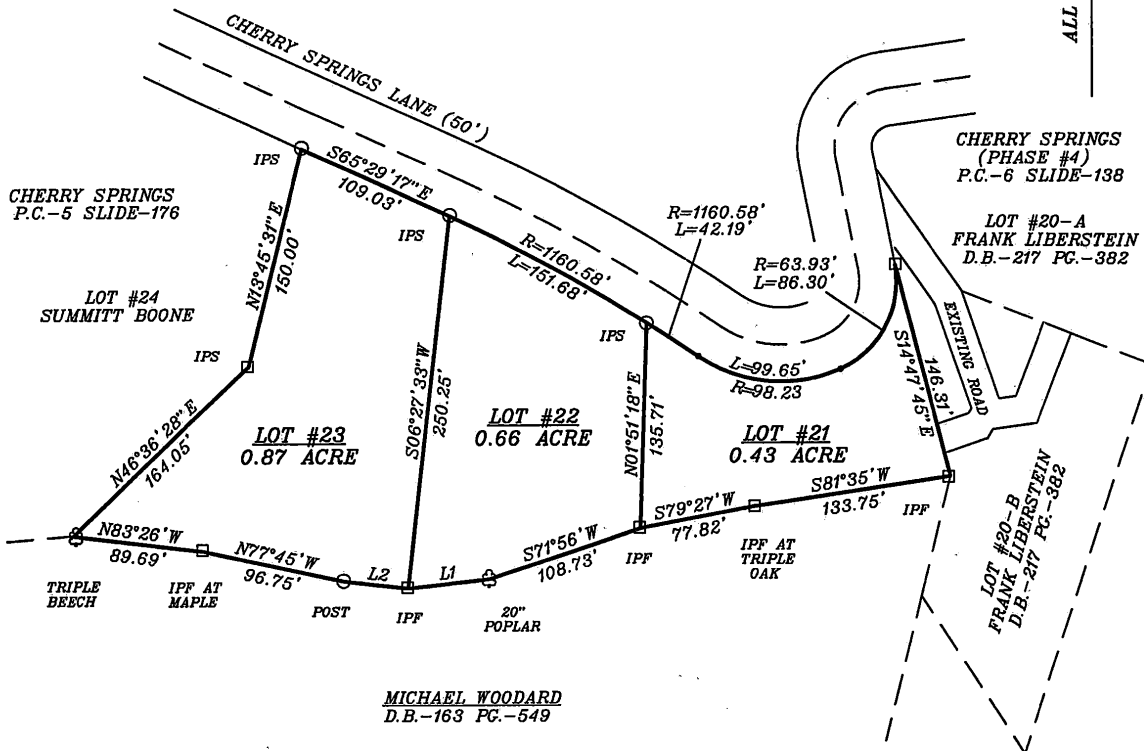
- IRON PIN SET
- IRON PIN FOUND
- △ MONUMENT FOUND
- UNMARKED POINT
- ⊗ TREE CORNER
- ADJOINER'S PROPERTY LINES
- == ROADS
- X-X- FENCE
- > STREAMS

## SCALE

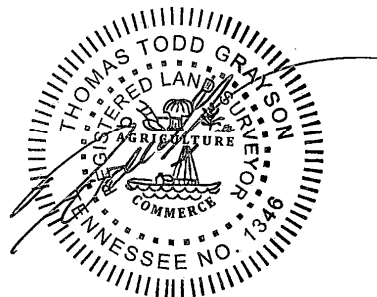


ALL BEARINGS ARE ORIENTED TO DEED NORTH

LINE	LENGTH	BEARING
L1	54.10	S83°33'00"W
L2	42.55	N83°38'00"W



MICHAEL WOODARD  
D.B.-163 PG.-549



- NOTES: (1) THIS SURVEY IS SUBJECT TO THE EXACT LOCATION OF THE RIGHT-OF-WAY OF THE EXISTING ROAD & CHERRY SPRINGS LANE.  
(2) DEED REFERENCE: TAX MAP 87 D.B.-219 PG.-114  
LOT #21 PARCEL 21.18  
LOT #22 PARCEL 21.19  
LOT #23 PARCEL 21.22

MAP NO: D6D-272 ACAD: 24-171G D\C: 24-171G



**Freida May, Register  
Johnson County**

Rec #:	58678	Instrument #:	24001399
Rec'd:	20.00	Recorded	
State:	296.00	6/25/2024 at 3:15 PM	
Clerk:	1.00	in RECORD BOOK	
Other:	2.00	1	
Total:	319.00	PGS 597-600	

Parcel Identification Number: Map 087 Parcel 021.18  
Map 087 Parcel 021.19  
Map 087 Parcel 021.22

Prepared by and Return to: Walker & Wright, Attorneys at Law  
118A West Main Street  
Mountain City, TN 37683  
423-727-0207

Brief Description for Index: Lots 21, 22, & 23 Cherry Springs Lane

**GENERAL WARRANTY DEED**

This DEED, made this 25 day of June, 2024, by and between:

**GRANTOR**

**Michael James Novatka, Trustee of  
The Michael James Novatka  
Revocable Trust Dated April 23, 2018,  
Amended and Restated July 29, 2022,  
Amended and Restated  
January 31, 2023**

**GRANTEE, OWNER and PERSON  
RESPONSIBLE FOR PROPERTY TAX:**

**Teresa W. Page and spouse,  
James R. Page II  
145 Rocky Mountain Road  
Boone, NC 28607**

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

WITNESSETH, THAT the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand delivered by the hereinabove named Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the said Grantees in fee simple, all that certain lot or parcel of land situated in the Ninth Civil District, Johnson County, Tennessee, more particularly described as follows:

**BEING all of that tract or land designated as Lot #21 containing 0.43 acre and Lot #22 containing 0.66 acre and Lot #23 containing 0.87 acre as shown on plat entitled "Survey for James Richard & Teresa Winkler Page" dated June 20, 2024 as performed by Thomas Todd Grayson, T.R.L.S. 1346 of Appalachian Land Survey Co., P.O. Box 410, Mountain City, Tennessee 37683, and attached hereto, to which reference is had and made for a more complete and accurate description of the same.**

The above tracts are here conveyed **SUBJECT TO Declaration of Restrictions and Restrictive Covenants for Cherry Springs Subdivision bearing date of November 1, 2006, of record in the Register's Office of Johnson County, Tennessee in Miscellaneous Book 31, at page 314, Miscellaneous Book 32, page 15, and as amended, to which reference is here made for complete**



description of all terms, covenants, conditions and privileges for Cherry Springs Subdivision.

ALSO CONVEYED herewith to the above tracts, in easement fashion is the right to the use of the internal road system and roadways as shown and set forth on said plats or plans above referred to as a means of egress and ingress in and to the properties herein conveyed subject however to the right of the Grantors or their successors to dedicate the same in the future as a public road and/ or public roads of Johnson County, Tennessee, and subject to the rights of others to use said roads.

The above properties conveyed SUBJECT TO restrictions of the Tennessee Department of Environment and Conservation by letters attached to that plats or plans of record in the Register's Office of Johnson County, Tennessee, including, but not limited to Plat Cabinet 5, at slide 176, Plat Cabinet 6, at slide 197, Plat Cabinet 6, slide 138, Miscellaneous Book 31, at page 401 and Miscellaneous Book 32, page 8.

BEING portions of that property which was conveyed to Grantor by deed dated the 30th of August, 2021 recorded in the Register's Office for Johnson County, Tennessee in Deed Book 219, page 114.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated: **as described in this deed and all easements, rights-of-way and encumbrances of record.**

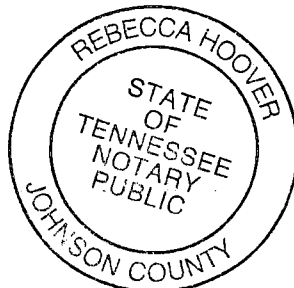
I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$80,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Anne C Wright  
AFFIANT

Subscribed and Sworn to before me, this the 25 day of June, 2024.

My Commission Expires: 1/24/2026

Rebecca Hoover  
NOTARY PUBLIC





IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

GRANTORS:


The Michael James Novatka Revocable Trust  
Dated April 23, 2018, Amended and Restated July 29,  
2022, Amended and Restated January 31, 2023

By:   
Michael James Novatka, Trustee

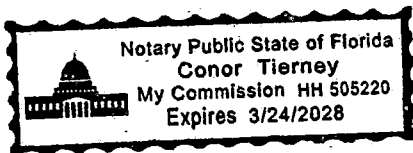
STATE OF Florida  
COUNTY OF Palm Beach

I, Conor Tierney, a Notary Public of said County and State, so hereby certify that Michael James Novatka, Trustee of The Michael James Novatka Revocable Trust Dated April 23, 2018, Amended and Restated July 29, 2022, Amended and Restated January 31, 2023 personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 24<sup>th</sup> day of June, 2024.

Notary Public 

My Commission Expires: 03/24/2028





Johnson (046)  
Tax Year 2025 | Reappraisal 2021

Jan 1 Owner  
PAGE TERESA W &  
JAMES R  
145 ROCKY MOUNTAIN ROAD  
BOONE NC 28607

Current Owner

HHWY 421 S NE OF  
Ctfl Map: 087  
Group: Parcel: 021.18  
St: 000

Value Information

Land Market Value: \$13,000  
Improvement Value: \$0  
Total Market Appraisal: \$13,000  
Assessment Percentage: 25%  
Assessment: \$3,250

Subdivision Data

Subdivision:  
CHERRY SPRINGS S D  
Plat Book: C6  
Plat Page: S138  
Block: Lot: 21

Additional Information

IRR SHAPE

General Information

Class: 00 - Residential  
City #: City:  
Special Service District 1: 000 Special Service District 2: 000  
District: 09 Neighborhood: E01  
Number of Buildings: 0 Number of Mobile Homes: 0  
Utilities - Water/Sewer: 07 - PRIVATE / INDIVIDUAL Utilities - Electricity: 01 - PUBLIC  
Utilities - Gas/Gas Type: 00 - NONE Zoning:

Outbuildings & Yard Items

Building #	Type	Description	Area/Units
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Sale Information

Long Sale Information list on subsequent pages

Land Information

Deed Acres: 0.43	Calculated Acres: 0	Total Land Units: 0.43
Land Code	Soil Class	Units
03 - SMALL TRACT		0.43



Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
6/25/2024	\$80,000	1	597	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
8/30/2021	\$35,000	219	114	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
11/17/2006	\$388,800	174	666	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
3/14/2006	\$0	172	29		-	-



Johnson (046)  
Tax Year 2025 | Reappraisal 2021

Jan 1 Owner  
PAGE TERESA W &  
JAMES R  
145 ROCKY MOUNTAIN ROAD  
BOONE NC 28607

Current Owner

CHERRY SPRINGS LN 1131  
Ctfl Map: 087  
Group: 021.19  
Parcel: 021.19  
Pl: 000  
St: 000

Value Information

Land Market Value: \$14,900  
Improvement Value: \$0  
Total Market Appraisal: \$14,900  
Assessment Percentage: 25%  
Assessment: \$3,725

Subdivision Data

Subdivision:

CHERRY SPRINGS S D

Plat Book: C6      Plat Page: S138      Block:      Lot: 22

Additional Information

General Information

Class: 00 - Residential  
City #:      City:      Special Service District 1: 000  
Special Service District 2: 000  
Neighborhood: E01  
District: 09  
Number of Buildings: 0  
Utilities - Water/Sewer: 07 - PRIVATE / INDIVIDUAL  
Utilities - Gas/Gas Type: 00 - NONE  
Zoning:      Utilities - Electricity: 01 - PUBLIC

Outbuildings & Yard Items

Building #	Type	Description	Area/Units
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Sale Information

Long Sale Information list on subsequent pages

Land Information

Deed Acres: 0.66      Calculated Acres: 0      Total Land Units: 0.66

Land Code	Soil Class	Units
03 - SMALL TRACT		0.66



Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
6/25/2024	\$80,000	1	597	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
8/30/2021	\$35,000	219	114	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
11/17/2006	\$388,800	174	666	V - VACANT	WD - WARRANTY DEED	P - MULTIPLE PARCELS
3/14/2006	\$0	172	29		-	-



**DECLARATION OF RESTRICTIONS AND RESTRICTIVE COVENANTS  
FOR  
CHERRY SPRINGS SUBDIVISION**

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This DECLARATION OF RESTRICTIONS AND RESTRICTIVE COVENANTS made and entered into on this the 1<sup>st</sup> day of November, 2006, as declared by HAROLD DEAN ROARK and wife, PEGGY A. ROARK, hereinafter referred to as "Declarant;"

WITNESSETH:

That the parties hereto are the owners of certain real estate situate and being in the Ninth Civil District of Johnson County, Tennessee, being that property as was conveyed to them by ded of Alfred Trepanier, Trustee, George DeLaura and Tammy DeLaura by deed bearing date of March 14, 2006, of record in the Register's Office of Johnson County, Tennessee, in Deed Book 172, at page 29, and

WHEREAS, the parties hereto have developed a portion of that property into a subdivision known as "Cherry Springs Subdivision" as shown by plat of survey bearing date of April 10, 2006, prepared by Appalachian Land Survey Company, and as filed for record in the Register's Office of Johnson County, Tennessee, in Plat Cabinet 5, at Slide 176, and

WHEREAS, the parties hereto wish to declare the following restrictions and restrictive covenants and/or benefits upon all of those lots as shown and set forth in the said plat or plan and upon subsequent portions of the property to be subdivided and developed in the future also known as Cherry Springs Subdivision, said DECLARATION OF RESTRICTIONS AND COVENANTS being more particularly as follows:

1. Each new structure, resort home, dwelling, cabin, etc., constructed shall have a minimum of 1,400 square feet of inside space, exclusive of basement or garage. No permanent residence or other structure shall be erected closer than 10 feet from any property line.
2. No mobile homes, doublewide, modular, motor home or camper, shacks or any other temporary structure, shall be placed permanently on said property. Temporary structures applicable for construction equipment (not for living arrangements). Junk, debris, junked automobiles, etc., shall not be allowed on any limit of the property at any time. Boats may be stored or maintained on each tract, but for the expressed use of each tract owner and out of view from adjacent lots and from streets or subdivision roadways.
3. No commercial business of any nature shall be conducted upon any part of said property (home computer or mail out catalog type business excluded.)
4. There shall be no outside toilets, outhouses or similar structures erected, used or placed on any part of said property except during construction of a permanent dwelling.
5. Each property owner shall prevent and remove the accumulation of litter, trash, or rubbish, prevent the development of any unclean, unsightly or unkempt conditions of building or grounds, either before, during or after construction. No materials allowed to be dumped, piled, spread, stored or allowed to accumulate on any part of said premises, except normal domestic (household) garbage in appropriately covered containers. Each owner shall provide for trash receptacles which shall be stored in an enclosed structure which is not visible from the road. Covered containers are to be emptied at least weekly.
6. No swine, tanks, old cars, or buses shall be kept on any part of said property.



7. Structures other than dwellings, cabins, or living quarters shall be built with the same materials and conform to the same style, general design, appearance, color, and over all quality of the dwelling cabin or living quarters; all plans and specifications must be approved by Declarant herein or their successor:
  - a) Fuel Tanks- All fuel tanks shall be hidden from view and installed pursuant to Federal, State/Local regulation.
  - b) Satellite Dishes, Antennas, and Solar Panels- No satellite dishes or antennas of any nature or use shall be installed or permitted which rise more than two feet above the highest point of the dwelling structure. No solar panel or panels shall be installed upon or permitted to remain upon any lot except as approved by Declarant.
  - c) Sewage Treatment- All sewage from the residences constructed on lots within the subdivision shall be disposed of in a septic tank of a size, location, and standard approved by the Tennessee Board of Health and/or other appropriate authorities or through an established and approved sewage disposal and treatment service system.
8. Tree Rights: Declarant herein shall retain perpetual rights to top or remove such trees as Declarant deems necessary for beautification and/or for views of other lot owners in Cherry Springs Subdivision.
9. Offensive Activity- No offensive or obnoxious activity shall be carried on upon the property. "Offensive or Obnoxious" activity shall include, but is not limited to, a public nuisance per se and shall include any behavior which is inconsistent with both the reasonable pleasurable use of the property owners and their reasonable expectation of use of the property free of excessively noisy behavior, disrespecting the rights of others, flashing or excessively bright lights, racing or loud vehicles, significantly loud electronic music distractions or other similar unreasonable behavior curtailing or likely to curtail the reasonable pleasurable use of the property or nuisance or endanger the health of any lot owner.
10. Since the area covered by these restrictive covenants is situated in mountainous terrain, there will amounts of natural surface water drainage and runoff flowing over the area. No owner or other person shall interfere with or direct the natural course of any such drainage ad run off so as to alter its natural flow to or across the land of another.
11. Signs- No signs of any kind (commercial or advertising message) shall be displayed to the public view by any tract owner except:
  - a) One (1) sign of no more than two (2) square feet showing the owner's name and the name of the dwelling, or
  - b) During and for the period that the owner may want to advertise the sale of his property.
12. No fences shall be erected across the existing roadway easements.
13. All uses of the existing roads are prohibited from causing unnecessary damage to road by speeding, spinning wheels, sliding wheels, "4-wheel joy riding" or any other similar action that would cause damage to the roads. Road damage due to improper use will be at individual expense of tract owner, visitor or other; damage costs will be available for assessment of damage penalties which will result of expense involved.
14. Completion of Construction- The exterior of all building and other structures must be completed within twelve (12) months after construction of a particular building or structure has commenced, except where such completion is impossible or would result in great hardship to the property owner due to strikes, fires, national emergency or natural disaster, which are beyond the control of the property owner. Houses and other dwelling structures may not be temporarily or permanently occupied until exterior thereof have been fully completed.



15. Cutting of timber- No commercial timber cutting or logging shall be allowed on any tract (by commercial company or individual owner arrangements).
16. Household Pets- No animals or fowls, other than common household pets of lot owners, shall be kept or allowed to remain on any lot. No animals shall be bred or maintained for commercial purposes on any lot. No such common household pets shall be allowed to run free nor shall animals or fowls of any description remain within the subdivision which are a nuisance or annoyance to the community. For the purposes of this section, pigs or other swine shall not be considered common household pets.
17. Land use and Building use- All lots shall be used for residential purposes only (specifics as previous item numbers that are applicable). Boat, camper, or recreational vehicle (after construction completed) will be allowed on tract provided not be visible, to the extent possible, from any street or road within or serving the subdivision. No hunting shall be allowed on any of the properties shown upon the subdivision plat.
18. Utilities easement- Declarant reserves unto itself, its successors and assigns, a perpetual, alienable, and releasable easement over, on, across, and under each tract for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, and any other suitable equipment for the conveyance and use of electricity, telephone equipment or other public conveniences or utilities and Declarant may further cut driveways for surface water wherever and whenever reasonable standard for health, safety and appearance. These easement and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of the soil or take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. In exercising the rights of this easement, all necessary work shall whenever practical, be located in an area of approximately 20 feet from the property line of each contract. This reservation shall not be considered an obligation of Declarant to provide and maintain any utility or service. All utilities including interior utilities between structures on each lot shall be underground.
19. Driveways- Any and all driveways serving as access into any lot shall be paved. All grading, embankments, and drainage involved and/or created by driveway construction will be seeded and/or mulched to prevent erosion. Approved erosion control devices (silt fence or other) shall be installed below graded area for home site and septic field.
20. There will be no vinyl siding permitted in the subdivision.
21. Each lot owner in Cherry Springs Subdivision shall become a member of the Cherry Springs Property Owner's Association once the same has been formed, and once seventy-five percent (75%) of lots of phase I of Cherry Springs Subdivision have been sold, the Property Owner's Association shall at that point in time be formed and at the time of such formation the Cherry Springs Property Owner's Association shall succeed to all of the rights and privileges of the Declarants herein under these restrictions and restrictive covenants, but only as to as that phase of the subdivision actually sold.

The restrictions herein above set forth shall be valid and binding until 2050. It is further understood and agreed that the restrictions as concern the use of said property as herein above set out, shall be appurtenant to and run with the title to said real estate herein conveyed. It being specifically understood and agreed that Cherry Springs Development, its successor or assigns, or any tract owner who buys from said Development is subject to these restrictions, shall have the right to enforce the foregoing covenants and agreements by Restraining Order, Injunction, or other appropriate legal process.


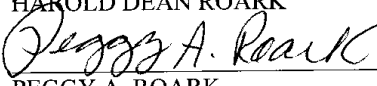
It being specifically understood and agreed that the law of the State of Tennessee shall control the right or liability of the parties herein, or to construe this document, and

LAW OFFICES  
**GRAYSON & WRIGHT**  
410 WEST MAIN, P.O. BOX 51  
MOUNTAIN CITY, TENN. 37683



any action or cause, in law or in equity, shall and must be brought in the courts of the State of Tennessee.

IN WITNESS WHEREOF, Declarants have hereunto set their signatures as of this the day and date first above written.

  
HAROLD DEAN ROARK  
  
PEGGY A. ROARK

STATE OF TENNESSEE:  
COUNTY OF JOHNSON:

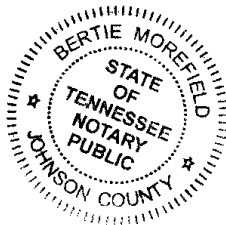
Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, HAROLD DEAN ROARK and, wife, PEGGY A. ROARK, the within named Declarants with whom I am personally acquainted and who acknowledge that they executed the foregoing Instrument for the purposes therein contained.

WITNESS my hand and official seal at Mountain City, Tennessee this 1<sup>st</sup> day of November, 2006.

  
NOTARY PUBLIC

My commission expires:

7-25-10



BK/PG:M31/314-317  
06003550

4 PGS : AL - RESTRICTIONS	
TRISH BATCH: 10838	
11/06/2006 - 11:08:16 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, JOHNSON COUNTY  
PATRICIA W. HARTLEY  
REGISTER OF DEEDS



**AMENDMENT TO DECLARATION OF RESTRICTIONS AND RESTRICTIVE  
COVENANTS FOR  
CHERRY SPRINGS SUBDIVISION**

This AMENDMENT TO DECLARATION OF RESTRICTIONS AND RESTRICTIVE COVENANTS made and entered into on this the 22<sup>nd</sup> day of June, 2007, as declared by HAROLD DEAN ROARK and wife, PEGGY A. ROARK, hereinafter referred to as "Declarant;"

WITNESSETH:

That the parties hereto are the owners of certain real estate situate and being in the Ninth Civil District of Johnson County, Tennessee, being that property as was conveyed to them by deed of Alfred Trepanier, Trustee, George DeLaura and Tammy DeLaura by deed bearing date of March 14, 2006, of record in the Register's Office of Johnson County, Tennessee, in Deed Book 172, at page 29, and

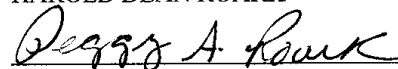
WHEREAS, Declarant hereto have developed a portion of that property into a subdivision known as "Cherry Springs Subdivision" as shown by plat of survey bearing date of April 10, 2006, prepared by Appalachian Land Survey Company, and as filed for record in the Register's Office of Johnson County, Tennessee, in Plat Cabinet 5, at Slide 176, and as subsequently amended by plats filed for record in the Register's Office of Johnson County, Tennessee, in Plat Cabinet 6, at Slides 36 and 99, and

WHEREAS, the parties have heretofore declared Restrictions and Restrictive Covenants and/or benefits upon all of those lots as shown and set forth in said plat or plan and upon subsequent portions of the property to be subdivided and developed in the future, also known as Cherry Springs Subdivision, said Declaration of Restrictions and Covenants bearing date of November 1, 2006, and filed for record in the Register's Office of Johnson County, Tennessee, in Miscellaneous Book 31, at page 314, and the Declarants hereto as owners hereby desire and by this Amendment do hereby amend the Declaration of Restrictions and Restrictive Covenants for Cherry Springs Subdivision as heretofore recorded in the Register's Office of Johnson County, Tennessee, said Amendments to be as follows:

That the use of the internal road system of Cherry Springs Subdivision shall also inure to the benefit of development of adjacent property owned by the Grantors herein previously acquired by them by deed of Dean Edward Eastridge and wife, Linda Eastridge, dated February 16, 2007, and of record in the Register's Office of Johnson County, Tennessee, in Deed Book 175, at page 465. That the access from the Cherry Springs Subdivision roadways to said adjacent property for future development shall be that as set forth on a plat or plan entitled "Survey for Harold Dean Roark", prepared by Appalachian Land Survey Company, date of February 2, 2007, designated thereon as "Grantor's Reserve of 0.03 acre" as shown on said plat, the same having been heretofore approved by the Johnson County, Tennessee Regional Planning Commission, and a copy of the same being attached hereto as an Exhibit to this Amendment to Declaration of Restrictions and Restrictive Covenants for Cherry Springs Subdivision, and made an integral portion thereof.

IN WITNESS WHEREOF the Declarants have hereunto set their signatures as of this the day and date first above written.

  
HAROLD DEAN ROARK

  
PEGGY A. ROARK

GTW:bem

Prepared By:  
LAW OFFICES  
GRAYSON, WRIGHT & MCEWEN  
410 WEST MAIN, P.O. BOX 51  
MOUNTAIN CITY, TENN. 37683



STATE OF TENNESSEE:  
COUNTY OF JOHNSON:

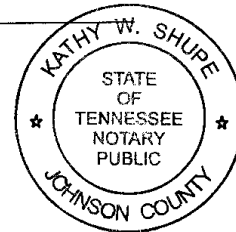
Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named bargainors, HAROLD DEAN ROARK and wife, PEGGY A. ROARK, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand at office, at Mountain City, Tennessee, on this the 26th day of June, 2007.

Kathy W. Shupe  
NOTARY PUBLIC

My Commission Expires:

11-22-2008



BK/PG:M32/15-17

07002107

3 PGS : AL - AMENDMENT	
FREIDA BATCH: 12808	
06/26/2007 - 03:43:29 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, JOHNSON COUNTY

PATRICIA W. HARTLEY  
REGISTER OF DEEDS

Prepared By:

LAW OFFICES

GRAYSON, WRIGHT & MCEWEN

410 WEST MAIN, P.O. BOX 51  
MOUNTAIN CITY, TENN. 37683



# SURVEY FOR

## HAROLD DEAN ROARK

**DRAWN BY: THOMAS KERLEY**

**DATE: FEBRUARY 2, 2007**

**9th CIVIL DISTRICT**

**JOHNSON COUNTY, TENNESSEE**

**APPALACHIAN LAND SURVEY CO.**

THOMAS TODD GRAYSON, RLS 1346

THOMAS J. KERLEY, RLS 1823

P. O. BOX 410

MTN CITY, TN 37683 (423) 727-9745

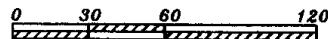
I HEREBY CERTIFY THAT THIS IS A CLASS (A) SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1: 1000 AS SHOWN HEREON.

APPALACHIAN LAND SURVEY COMPANY

### LEGEND

- IRON PIN SET
- IRON PIN FOUND
- △ MONUMENT FOUND
- UNMARKED POINT
- ⊙ TREE CORNER
- ADJOINER'S PROPERTY LINES
- == ROADS
- X-X- FENCE
- - - STREAMS

### SCALE



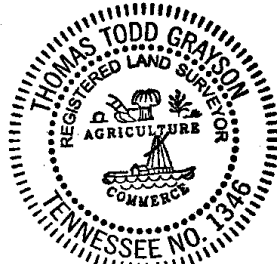
LINE	LENGTH	BEARING
L1	21.09	S09°08'48"E
L2	25.10	N09°08'48"W
L3	20.02	N83°43'38"E

CERTIFICATE OF OWNERSHIP AND DEDICATION  
I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTIONS, LINES, AND DEDICATE ALL STREETS, ALLEYS, PASSES, PARKS, AND OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

*Harold Dean Roark*  
OWNER(S)  
*Deborah A. Roark*

CERTIFICATE OF APPROVAL FOR RECORDING  
I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR JOHNSON COUNTY, IN ACCORDANCE WITH THE DESCRIPTION OF SUCH SUBDIVISIONS, AND HAS BEEN APPROVED FOR RECORDING IN THE PUBLIC RECORDS OF JOHNSON COUNTY, TENNESSEE.  
DATED: 2/2/07 PLANNING DEPARTMENT SECRETARY

EXHIBIT TO AMENDMENT TO DECLARATION OF RESTRICTIONS AND RESTRICTIVE COVENANTS FOR CHERRY SPRINGS SUBDIVISION, DATED 6/22/07



CHERRY SPRINGS SUBDIVISION

EXISTING 50' ROAD

LOT #33

GRANTOR'S RESERVE  
0.03 ACRE

LOT #19

LOT #17

LOT #18  
0.58 ACRE

24" MAPLE IN FENCE

HAROLD DEAN ROARK

- NOTES: (1) THIS SURVEY IS SUBJECT TO THE EXACT LOCATION OF THE RIGHT-OF-WAY OF THE EXISTING 50' ROAD.  
(2) TAX MAP 87 PARCEL 21  
(3) DEED REFERENCE: D.B.-161 PG.-627



## PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

(“Buyer”) agrees to buy and the undersigned seller Teresa Page AND James Page (“Seller”) agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as: 1131 Cherry Springs Ln.

(Address) Trade (City), Tennessee, 37691 (Zip), as recorded in Johnson County Register of Deeds Office, 597 deed book(s), 600 page(s), and/or \_\_\_\_\_ instrument number and as further described as:

±/-1.09 acres; Parcel ID: 087-021.18 AND 087-021.19 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the “Property.”

A. **INCLUDED** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener(s) and all (at least \_\_\_\_\_) remote controls; any wired electric vehicle wall charging stations; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets) but excluding flat screen TVs; antennae and satellite dishes (excluding components); central vacuum systems and attachments; and all available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including mailboxes and/or amenities.

B. Other items that **REMAIN** with the Property at no additional cost to Buyer:

Washer/Dryer; Electric Range; Microwave; Refrigerator; Dishwasher; Gas Logs

C. Items that **SHALL NOT REMAIN** with the Property:

Furniture & Personal Property NOT affixed

D. **LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel tank, etc.): 1 propane tank leased by Marsh Propane. Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

☐ Buyer does not wish to assume a leased item. (THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.)

Buyer does not wish to assume Seller's current lease of \_\_\_\_\_; therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

E. **FUEL:** Fuel, if any, shall be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

2. **Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided herein, Buyer shall at Closing have sufficient cash to complete the purchase of the Property under the terms of this Purchase and Sale Agreement (hereinafter “Agreement”). The purchase price to be paid is: \$ \_\_\_\_\_

\_\_\_\_\_ U.S. Dollars, (“Purchase Price”) which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

- i. a Federal Reserve Bank wire transfer;
- ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- iii. other such form as is approved in writing by Seller.

A. **Financial Contingency – Loan(s) To Be Obtained.** This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to \_\_\_\_\_ % of the Purchase Price listed above to be secured by a deed of trust on the Property. “Ability to obtain” as used herein means that Buyer is qualified to receive the loan described herein



based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below (Select the appropriate box.):

- ☐ Conventional Loan                      ☐ FHA Loan; attach addendum  
☐ VA Loan; attach addendum                      ☐ Rural Development/USDA  
☒ Other Not subject to financing

Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

**Loan Obligations: The Buyer agrees and/or certifies as follows:**

- (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report. Such certifications shall be made via the Notification form or equivalent written notice;
- (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that:
  - a. Buyer has secured evidence of hazard insurance which shall be effective at Closing and Buyer shall notify Seller of the name of the hazard insurance company;
  - b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
  - c. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
- (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;
- (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and
- (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with section 2.A.(1) and/or 2.A.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived.

**☒ B. Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)**

(e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner:

(e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived. Failure to Close due to lack of funds shall be considered default by Buyer.

In the event this Agreement is contingent upon an appraisal (See Section 2.C. below), Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived.

**C. Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).**

- ☒ 1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the agreed upon

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## SAMPLE

Purchase Price. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of Agreement.

- 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the Notification form or equivalent written notice. Buyer shall then have three (3) days to either:

1. waive the appraisal contingency via the Notification form or equivalent written notice  
**OR**

2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.

In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon Purchase Price.

### D. Closing Expenses.

1. **Seller Expenses.** Seller shall pay all existing loans and/or liens affecting the Property, including all penalties, release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; Seller's closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by Seller.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.*

2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated within section 4.F.; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service, notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.

3. **Title Expenses.** Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows:

Purchaser

Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under an American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage.

Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction and may be modified as follows:

Closing Agency for Buyer & Contact Information: \_\_\_\_\_



## Closing Agency for Seller &amp; Contact Information: \_\_\_\_\_

3. **Earnest Money/Trust Money.** Buyer has paid or shall pay within 2 days after the Binding Agreement Date to \_\_\_\_\_ (name of Holder) ("Holder") located at \_\_\_\_\_ (address of Holder), an Earnest

Money/Trust Money deposit of \$ 5,000 by check (OR \_\_\_\_\_) ("Earnest Money/Trust Money").

**A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money (if applicable) is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have waived Seller's right to terminate, and the Agreement shall remain in full force and effect.

**B. Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a written agreement signed by all parties having an interest in the funds;
- (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money/Trust Money;
- (d) upon a reasonable interpretation of the Agreement; or
- (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money/Trust Money section. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

4. **Closing, Prorations, Special Assessments and Warranties Transfer.**

**A. Closing Date.** This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the 27<sup>th</sup> day of April, 2026 ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

**1. Possession.** Possession of the Property is to be given (Select the appropriate boxes below. Unselected items shall not be part of this Agreement):

☒ at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;

OR

☐ as agreed in the attached and incorporated Temporary Occupancy Agreement;

**B. Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. If the final tax rate for the current year has not been set by the Taxing Authority at time of Closing, the tax rate and property assessment for the immediately preceding calendar year shall be utilized for calculation of the tax proration. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and rollback taxes, if any, shall be paid by Seller.

**C. Greenbelt.** If property is currently classified by the property tax assessor as "Greenbelt" (minimum of 15 acres or otherwise qualifies), does the Buyer intend to keep the property in the Greenbelt? (Select the appropriate boxes below. Unselected items shall not be part of this Agreement):



- Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's responsibility to make timely and proper application to ensure such status. Buyer's failure to timely and properly make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use shall qualify for Greenbelt classification.

□ Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller at time of closing.
- D. Special Assessments.** Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at or prior to Closing unless otherwise agreed as follows:
- E. Warranties Transfer.** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by their terms may be transferable to Buyer.
- F. Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

**5. Title and Conveyance.**

- A. Seller warrants that at the time of Closing, Seller shall convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to:**

  - (1) zoning;
  - (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;
  - (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and
  - (4) leases and other encumbrances specified in this Agreement.

If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:

  - (1) accept the Property with the defects OR
  - (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to refund of Earnest Money/Trust Money.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee shall insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

- B. Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 2, Part 3 and is not a prohibited foreign party or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in Tennessee pursuant to the statute.**
- C. Deed.** Name(s) on Deed to be: \_\_\_\_\_ It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer holds title.
- D. Association Lien Payoff.** In the event the Property is subject to mandatory association assessments or other fees, which may impose a lien, Seller shall cause to be delivered to Buyer or Buyer's Closing Agent not later than seven (7) days before Closing a lien payoff, estoppel letter or a statement of account reflecting that the account relating to the Property is current or setting forth the sum due to bring the account current.

**6. Public Water or Public Sewer Systems**

In the event it is discovered that Public Water or Public Sewer System is accessible to the Property and connection to the Property is required by a governmental agency/authority or Lender, Buyer shall promptly notify the Seller via the

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Notification form or equivalent written notice. Seller and Buyer shall have five (5) days following such written notice but not later than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water or Public Sewer System. In the event Seller and Buyer do not reach a mutual written agreement for the payment of such cost or a mutually agreeable written extension of such time period as evidenced in an Amendment to this Agreement signed by both parties within such period of time, this Agreement is hereby terminated. If terminated the Buyer is entitled to a refund of the Earnest Money/Trust Money.

**7. Lead-Based Paint Disclosure (Select the appropriate box.)**

☒ does not apply. ☐ does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure)

**8. Inspections.**

**A. Buyer's Right to Make Inspection(s).** All inspections/reports, including but not limited to the home inspection report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise stipulated in this Agreement. The parties hereto agree that in the event Buyer shall elect to contract with a third-party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a licensed Home Inspector. However, nothing in this section shall preclude Buyer from conducting any inspections on Buyer's own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement. Buyer agrees to indemnify Seller from the acts of Buyer, Buyer's inspectors and/or representatives in exercising Buyer's rights under this Purchase and Sale Agreement. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable.

Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items) disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building codes, unless required to do so by governmental authorities.

**B. Initial Inspections.** Buyer and/or Buyer's inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or Buyer's inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property's systems including but not limited to the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).

**C. Wood Destroying Insect Infestation Inspection Report.** If desired by Buyer or required by Buyer's Lender, it shall be Buyer's responsibility to obtain *at Buyer's expense* a Wood Destroying Insect Infestation Inspection Report (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator. Requests for treatment or for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection 8.D., Buyer's Inspection and Resolution below.

**D. Buyer's Inspection and Resolution.** Within \_\_\_\_\_ days after the Binding Agreement Date ("Inspection Period"), Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as described below. *In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any rights provided under this Section 8, and in such case shall accept the Property in its current condition, normal wear and tear excepted.*

In said notice Buyer shall either:

(1) In consideration of Buyer having conducted Buyer's good faith inspections as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice. All Earnest Money/Trust Money shall be returned to Buyer upon termination.

**OR**

(2) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or implied via the Notification form or equivalent written notice. Seller has no obligation to make repairs.

**OR**



- (3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner via the Repair/Replacement Proposal or equivalent written notice. Seller shall have the right to request any supporting documentation that substantiates any item listed.

Resolution Period. Seller and Buyer shall then have a period of \_\_\_\_\_ days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written list or Repair/Replacement Proposal marks the end of the Inspection Period and the beginning of the Resolution Period. *The parties agree to negotiate repairs in good faith during the Resolution Period.* Buyer reserves the right to withdraw the above stated written list or Repair/Replacement Proposal during the Resolution Period via the Notification form or equivalent written notice. Upon withdrawal, Buyer shall be deemed to have accepted the Property in its present "AS IS" condition and Seller shall have no obligation to make repairs.

**This Agreement shall terminate at the end of the Resolution Period with a refund of Earnest Money/Trust Money to the Buyer, unless one of the following occurs:**

(1) Seller and Buyer enter into a Repair/Replacement Amendment or written equivalent(s);

OR

(2) Buyer provides written notice to Seller that Buyer is accepting Property "AS IS";

OR

(3) Seller and Buyer enter into a written amendment extending the Resolution Period.

- ☐ Buyer waives the option to request items to be repaired and/or replaced under D (3) above and there shall be no Resolution Period. Buyer retains the right to perform Buyer's Inspections and to timely furnish Seller with a list of written specified objections and immediately terminate this Agreement as provided in D (1) above or accept the Property in its present AS IS condition as provided under D (2) above.

**X E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**

Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this Section 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

- 9. Completion of Repairs.** In the event a Completion of Repairs Deadline is not established in a Repair/ Replacement Amendment or written equivalent, the Buyer shall use the Final Inspection to determine that all repairs/ replacements agreed to during the Resolution Period, if any, have been completed.

In the event repairs have not been completed by the established deadline, Seller shall be considered in default of this Agreement and Buyer may terminate via the Notification Form or written equivalent. Upon termination, Earnest Money/ Trust Money shall be returned to Buyer.

- 10. Final Inspection.** Buyer and/or Buyer's inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within 3 day(s) prior to the Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted. Property shall remain in such condition until Closing at Seller's expense.

**Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise mutually agreed upon in writing.**

- 11. Buyer's Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Section of this Agreement.

**A. Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or Boundary Line Survey and Flood Zone Certifications.

**B. Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions shall apply to the insurability of said Property.

**C. Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]



**D. Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

**E. Title Exceptions.** At Closing, the general warranty deed shall be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer.

**12. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

**13. Brokerage.** As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this transaction may receive compensation for their services; the compensation may come from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third-party beneficiary only for the purposes of enforcing their compensation rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs. Broker compensation is not set by law and compensation rates are fully negotiable.

**14. Default.** Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

**15. Home Protection Plan.** This is not a substitution for Home Inspection. Exclusions to coverage may apply. (Select the appropriate box below. Items not selected are not part of this Agreement).

☒ **Home Protection Plan.** Seller to pay \$499 for the purchase of a limited home protection plan to be funded at Closing. Plan Provider: Americas Preferred Home Warranty, Inc.  
Ordered by: United Country Blue Ridge Land & Auction (Real Estate Company)

☐ **Home Protection Plan waived.**

**16. Non-Assignability.** This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written consent

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428 by the Seller.

429 **17. Other Provisions.**

430 **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement  
 431 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and  
 432 approved assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no  
 433 modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement.  
 434 No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It  
 435 is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not  
 436 have the authority to bind the Buyer, Seller or any approved assignee to any contractual agreement unless specifically  
 437 authorized in writing within this Agreement. Any approved assignee shall fulfill all the terms and conditions of this  
 438 Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of  
 439 acceptance of the final offer. The foregoing time and date shall be referred to for convenience as the Binding  
 440 Agreement Date for purposes of establishing performance deadlines.

441 **B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after  
 442 Closing, shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement  
 443 and shall be fully enforceable thereafter.

444 **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and  
 445 shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

446 **D. Time of Essence.** Time is of the essence in this Agreement.

447 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
 448 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
 449 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
 450 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
 451 determined by the location of Property. In the event a performance deadline, other than the Closing Date (as defined  
 452 herein), Date of Possession (as defined herein), Completion of Repair Deadline (as defined in the Repair/Replacement  
 453 Amendment), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday  
 454 or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein  
 455 are those days deemed federal holidays pursuant to 5 U.S.C. § 6103(a). In calculating any time period under this  
 456 Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).

457 **F. Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver  
 458 such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this  
 459 Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the  
 460 approval of the closing documents by the parties shall constitute their approval of any differences between this  
 461 Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they shall correct any documents  
 462 and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or  
 463 omissions, or the result of erroneous information.

464 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in  
 465 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission  
 466 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5)  
 467 Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice  
 468 by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that  
 469 party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

470 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of  
 471 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this  
 472 Agreement with a refund of Earnest Money/Trust Money to Buyer.

473 **I. Equal Housing.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial  
 474 status, or national origin.

475 **J. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
 476 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
 477 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the  
 478 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in  
 479 conformity with state and federal law.

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## SAMPLE

**K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).

**L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

**M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

**18. Seller's Additional Obligations.** In addition to any other disclosure required by law, the Seller shall, prior to entering into an Agreement with a Buyer, disclose in writing including acknowledgement of receipt: (a) the presence of any known exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation; (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request; (e) if any single-family residence located on the Property has been moved from an existing foundation to another foundation where such information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the public sewer system.

**19. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be treated as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.

**20. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

**21. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:

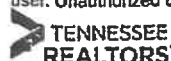
**22. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5 o'clock ☒ a.m. ☒ p.m.; on the 13<sup>th</sup> day of March, 2026.

**LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

**NOTE:** Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. Any blank herein that is not otherwise completed shall be deemed to be zero or not applicable.

**WIRE FRAUD WARNING:** Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. **NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.**

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SAMPLE

BY AFFIXING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTAND ALL TERMS OF THIS AGREEMENT.

530

Buyer hereby makes this offer.

531

532

BUYER

BUYER

533

534

Offer Date at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

Offer Date at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

535

Seller hereby:

536

☐ ACCEPTS – accepts this offer.

537

☐ COUNTERS – accepts this offer subject to the attached Counter Offer(s).

538

☐ REJECTS – rejects this offer and makes no counter offer.

539

540

SELLER

SELLER

541

542

Date at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

Date at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

543

544

545

Acknowledgement of Receipt. \_\_\_\_\_ hereby acknowledges receipt of the final accepted offer on \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm, and this shall be referred to as the Binding Agreement Date for purposes of establishing performance deadlines as set forth in the Agreement.

**For Information Purposes Only:**

Listing Firm: UC Blue Ridge Land Auction  
Listing Firm Address: 102 S. Locust St., Floyd, VA  
Firm License No.: 26391  
Firm Telephone No.: 540-745-2005  
Listing Licensee: Matt Gallimore  
Licensee License Number: 350819  
Licensee Email: gallimore.matt@gmail.com  
Licensee Cellphone No.: 540-239-2585  
Home Owner's / Condominium Association ("HOA/COA")/ Property Management Company:

Buying Firm: \_\_\_\_\_  
Buying Firm Address: \_\_\_\_\_  
Firm License No.: \_\_\_\_\_  
Firm Telephone No.: \_\_\_\_\_  
Buying Licensee: \_\_\_\_\_  
Licensee License Number: \_\_\_\_\_  
Licensee Email: \_\_\_\_\_  
Licensee Cellphone No.: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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**Co-listing information:**

Firm: UC Bigb Properties  
Firm Address: 153 NC-167 Taylorsville, NC  
Office Phone: 828-632-2446  
Firm License No.: 266348  
Licensee: Sharon Roseman

License #: 376536  
Email: Sharoncroseman@gmail.com  
Cell Phone: 828-320-4726

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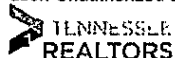
## TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 1131 Cherry Springs Lane ; Trade, TN 37691  
 2 Seller: James B. Page and Teresa W. Page

3 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units  
 4 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential  
 5 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may  
 6 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'  
 7 rights and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.

- 8 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to  
 9 the best of the seller's knowledge as of the Disclosure date.
- 10 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 11 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have  
 12 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 13 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain  
 14 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code  
 15 Ann. § 66-5-204).
- 16 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 17 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless  
 18 agreed to in the purchase contract.
- 19 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 20 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted  
 21 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which  
 22 had no effect on the physical structure of the property.
- 23 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only  
 24 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form  
 25 (See Tenn. Code Ann. § 66-5-202).
- 26 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,  
 27 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the  
 28 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 29 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,  
 30 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the  
 31 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 32 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is  
 33 not required to repair any such items.
- 34 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a  
 35 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 36 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer  
 37 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 38 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees  
 39 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 40 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited  
 41 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage  
 42 disposal system permit.
- 43 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results  
 44 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the

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Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition Exemption. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions they may have regarding this information or prior to taking any legal actions.

The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers may wish to obtain.

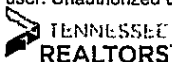
**Buyers and Sellers should be aware that any sales agreement executed between the parties shall supersede this form as to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified below and/or the obligation of the buyer to accept such items "as is."**

The undersigned Seller of the property described as 1131 Cherry Springs Lane Trade, TN does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209 for the following reason(s):

- ☐ This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- ☐ This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired the real property by a deed in lieu of foreclosure.
- ☐ This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- ☐ This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy in common and the transfer shall be made from one (1) or more of the owners to another owner or co-owners holding property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- ☐ This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- ☐ This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- ☐ This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity of one (1) or more of the transferors.
- ☐ This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- ☒ This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- ☒ This is a transfer of any property sold at public auction.
- ☒ This is a transfer of any property where the owner has not resided on the property at any time within three (3) years prior to the date of transfer.
- ☐ This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu of foreclosure or by a quitclaim deed.

Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn. Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

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- |     | ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:                                    | YES                      | NO                                  | UNKNOWN                             |
|-----|--|--------------------------|-------------------------------------|-------------------------------------|
| 98  | 1. Is there an exterior injection well anywhere on the property?                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 99  | 2. Is seller aware of any percolation tests or soil absorption rates being         | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 100 | performed on the property that are determined or accepted by                       |                          |                                     |                                     |
| 101 | the Tennessee Department of Environment and Conservation?                          |                          |                                     |                                     |
| 102 | If yes, results of test(s) and/or rate(s) are attached.                            |                          |                                     |                                     |
| 103 | 3. Has any residence on this property ever been moved from its original            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 104 | foundation to another foundation?  |                          |                                     |                                     |
| 105 | 4. Is this property in a Planned Unit Development? Planned Unit Development        | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| 106 | is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,             |                          |                                     |                                     |
| 107 | controlled by one (1) or more landowners, to be developed under unified control    |                          |                                     |                                     |
| 108 | or unified plan of development for a number of dwelling units, commercial,         |                          |                                     |                                     |
| 109 | educational, recreational or industrial uses, or any combination of the            |                          |                                     |                                     |
| 110 | foregoing, the plan for which does not correspond in lot size, bulk or type of     |                          |                                     |                                     |
| 111 | use, density, lot coverage, open space, or other restrictions to the existing land |                          |                                     |                                     |
| 112 | use regulations." Unknown is not a permissible answer under the statute.           |                          |                                     |                                     |
| 113 | 5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 114 | Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of      |                          |                                     |                                     |
| 115 | limestone or dolostone strata resulting from groundwater erosion, causing a        |                          |                                     |                                     |
| 116 | surface subsidence of soil, sediment, or rock and is indicated through the         |                          |                                     |                                     |
| 117 | contour lines on the property's recorded plat map."                                |                          |                                     |                                     |
| 118 | 6. Was a permit for a subsurface sewage disposal system for the Property issued    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| 119 | during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If             |                          |                                     |                                     |
| 120 | yes, Buyer may have a future obligation to connect to the public sewer system.     |                          |                                     |                                     |
| 121 |  |                          |                                     |                                     |

122 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its  
 123 improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder  
 124 offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore,  
 125 the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

126 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is  
 127 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or  
 128 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

129 The party(ies) below have signed and acknowledge receipt of a copy.

130	<u>Teresa W. Page</u>	<u>James R. Page</u>
131	SELLER	SELLER
132	01/28/2026, 05:47:03 PM EST	01/28/2026, 06:25:49 PM EST
133	at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
	Date	Date

134 The party(ies) below have signed and acknowledge receipt of a copy.

135	_____	_____
136	BUYER	BUYER
137	at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
138	Date	Date

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## WORKING WITH A REAL ESTATE PROFESSIONAL

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for any information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and  
B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate services, without timely disclosure to the party who receives the referral, the Licensee's interest in such a referral or the fact that a referral fee may be received.

In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or Designated Agent in a transaction:

8. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the Licensee and Licensee's client;
9. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate Licensee's duties to a customer in the transaction; and
10. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the client by:
  - A) Scheduling all property showings on behalf of the client;
  - B) Receiving all offers and counter offers and forwarding them promptly to the client;
  - C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the Licensee's expertise; and
  - D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the above duties contained in 10. above, a consumer must be advised in writing by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.



**Responsibilities of Sellers and Buyers regarding presence of Recording Devices:**

Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.

Buyer is advised of the possibility that some properties may utilize security devices that record physical movements or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition while viewing any property.

**AN EXPLANATION OF TERMS**

**Facilitator/Transaction Broker (not an agent for either party).** The Licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

**Agent for the Seller.** The Licensee's company is working as an agent for the property seller and owes primary loyalty to the seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and licensee's company are legally bound to work in the best interests of any property owners whose property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

**Agent for the Buyer.** The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the buyer, and shall work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be established without a written buyer agency agreement.

**Disclosed Dual Agent (for both parties).** Refers to a situation in which the Licensee has agreements to provide services as an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

**Designated Agent for the Seller.** The individual Licensee that has been assigned by the Managing Broker and is working as an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other licensees in licensee's company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's property, the Designated Agent for the Seller shall continue to work as an advocate for the best interests of the Seller or property owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.

**Designated Agent for the Buyer.** The individual Licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in the company. Even if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the Designated Agent for the Buyer shall continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

**Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.

**Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee disclosed an agency relationship with that other party. AFTER the Licensee discloses that licensee has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other party.

Teresa W. Page

01/28/2026, 05:47:03 PM EST

☐ BUYER / ☒ SELLER

Date

James R. Page

01/28/2026, 06:25:49 PM EST

☐ BUYER / ☒ SELLER

Date

Sharon Roseman

1/22/2026

Real Estate Licensee United Country Blue Ridge Date Auction

Bigle Properties

1/22/2026

Real Estate Company Matthew Gallimore

Date 01/28/2026

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## CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose licensee's agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

1131 Trade (502) 1131 Cherry Springs Lane Trade TN 37691  
 TWP JRP PROPERTY ADDRESS

SELLER NAME: James R Page + Teresa W Page  
 LICENSEE NAME: Sharon Roseman

BUYER NAME: \_\_\_\_\_  
 LICENSEE NAME: Sharon Roseman

in this consumer's current or prospective transaction is serving as:

- ☐ Transaction Broker or Facilitator.  
 (not an agent for either party).  
☐ Seller is Unrepresented.  
☒ Agent for the Seller.  
☐ Designated Agent for the Seller.  
☐ Disclosed Dual Agent (for both parties),  
 with the consent of both the Buyer and the Seller  
 in this transaction.

in this consumer's current or prospective transaction is serving as:

- ☐ Transaction Broker or Facilitator.  
 (not an agent for either party).  
☒ Buyer is Unrepresented.  
☐ Agent for the Buyer.  
☐ Designated Agent for the Buyer.  
☐ Disclosed Dual Agent (for both parties),  
 with the consent of both the Buyer and the Seller  
 in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3<sup>rd</sup> Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

### BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

Teresa W. Page 01/28/2026, 05:47:03 PM EST  
 Seller Signature Date

\_\_\_\_\_  
 Buyer Signature Date

James R. Page 01/28/2026, 06:25:49 PM EST  
 Seller Signature Date

\_\_\_\_\_  
 Buyer Signature Date

Sharon C Roseman 1-22-2026  
 Listing Licensee Date

\_\_\_\_\_  
 Buyer Broker Licensee Date

United County Real Estate Bgld Properties  
 Listing Firm

\_\_\_\_\_  
 Buyer Broker Firm

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## DISCLAIMER NOTICE

The Broker and their affiliated licensees (hereinafter collectively "Licensees") are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home Inspectors of Tennessee Association ([www.hita.us](http://www.hita.us)) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.
5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.
6. **SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained. Information is sometimes gathered from tax or real estate records on the property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.
7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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**NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.

- 8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc., clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.
- 9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes, covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified by the appropriate sources in writing (including but not limited to fire protection). You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the property maintained by the appropriate governmental permitting authority. If the file for this property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.
- 11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar matters concerning any portion of the property with the State, County and city/town governments in which the property is located. Condemnation proceedings could result in all or a portion of the property being taken by the government with compensation being paid to the landowner.
- 13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.
- 14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.
- 15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

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**16. TITLE INSURANCE EXPENSES.** As the Buyer of real property, you have the right to obtain an Owner's Title Insurance Policy to protect your ownership. Once purchased, an Owner's Title Insurance Policy protects you for as long as you own the property (and potentially longer). There are two main types of title insurance policies available to the Buyer: (a) a Standard policy (which covers many claims affecting the land) or (b) a "Homeowner's" policy. The Homeowner's policy covers all the claims of a Standard policy – but it is also an expanded policy providing multiple additional coverages not included in the Standard policy, e.g. post policy issues such as an attempted fraudulent deed conveyance. Unlike other title protection alternatives (e.g. attorney title opinion letters) both the Standard and the Homeowner's policy are regulated products provided by insurance companies licensed under Tennessee law. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under an American Land Title Association Standard Owner's Insurance policy and, if available, a Homeowner's Title Insurance Policy. For more information, please visit these helpful links: <https://www.alta.org/news-and-publications/> **ALTA - Unregulated Title Insurance Alternatives**

**17. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

**18. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as to suitability of a property to your needs. You acknowledge that any images or other marketing materials provided by the seller or brokers involved in the transaction electronically or in print may not display the property's features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a property.

**19. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. You agree that Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

**The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media representations or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and counsel about these and similar concerns.**

*Teresa W. Page*

CLIENT/CUSTOMER

01/28/2026, 05:47:03 PM EST

at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

Date

*James R. Page*

CLIENT/CUSTOMER

01/28/2026, 06:25:49 PM EST

at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

Date

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**WIRE FRAUD WARNING**

Criminals use many methods to steal our money, even when we are buying or selling a home – particularly involving wire fund transfers. Scammers typically will send an email that APPEARS to be from your agent, broker, lender, or the closing attorney/closing agency. Be on the lookout for:

- Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony fax numbers, texts, calls or social media messages from scammers.
- Any communication requesting information or directing you to a fake website, a criminal's email address or a criminal's bank account.

In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing attorney/closing agency.

**NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.**

*FWP* Initials *JRP* Initials

Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your lender. If the instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER FUNDS UNTIL** you have verified the authenticity of the wiring instructions by at least one other independent means, including but not limited to the following:

- Call the phone number you used on all your prior calls (if the number came from a personally recognized or known source), or
- Call the closing attorney/ closing agency or lender after verifying their phone number from a known third party source, such as the entity's official website and/or public directory assistance (do not take the phone number directly from the wiring instruction form you received), or
- Make a personal visit to their office at the address you previously met with them.

If you send wiring instructions by email or any electronic means to anyone at your bank or other financial institution in preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct instructions were received by a known representative at your financial institution. Also, it is important to confirm with the financial institution that the **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT.** Any wiring instructions sent should be sent in a secured manner. Be especially aware of any request to change any of the original wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference in their behavior, speech, or grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys, title companies and lenders rarely if ever change, so any request to change this information should be handled with caution.

If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails, text messages, faxes, social media messages, emails from a fake address, a change in contact person at your bank or mortgage company, or changes to wire transfer or financing institutions:

- **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior calls.
- Then, call your agent at the phone number you used in all prior calls.

*Teresa W. Page*

01/28/2026, 05:47:03 PM EST

Buyer or Seller

Date

*James R. Page*

01/28/2026, 06:25:49 PM EST

Buyer or Seller

Date

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## COVID-19 RELEASE

The COVID-19 Pandemic and all associated federal, state and local directives and guidelines underscore the risks associated for persons viewing properties and the risks for Sellers and Owners by allowing persons to enter property which they own. This Release is subject to any federal, state or local directives and it is the responsibility of the undersigned to be aware of such directives and how such directives may affect the showing of the Property.

The undersigned understands that exposure to disease-causing organisms and objects, such as COVID-19, and personal contact with others, including but not limited to real estate licensees, inspectors, appraisers, contractors, owners, occupants and others associated with the sale, lease or purchase of property, involves a certain degree of risk that could result in illness, disability or death. The undersigned acknowledges that it is impossible to screen and/or monitor all such individuals.

The undersigned should seek the advice of an attorney on any legal question concerning COVID-19 and associated liability, or any other matters of concern. Real estate licensees are not legal experts, and therefore cannot provide advice in this area.

After carefully considering all the potential risks involved, I hereby assume the same and agree to release, hold-harmless, indemnify, and defend United County Real Estate Big Properties + Blue Ridge Land Auction (Brokerage name) and its licensees, employees, officers, agents, contractors and vendors from and against, all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19, associated with me either viewing and/or inspecting property occupied by others, or allowing others to enter property which I own.

The party(ies) below have signed and acknowledge receipt of a copy.

Teresa W. Page 01/28/2026, 05:47:03 PM EST  
SELLER/OWNER/BUYER/TENANT

James R. Page 01/28/2026, 06:25:49 PM EST  
SELLER/OWNER/BUYER/TENANT

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Date

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Date

For information regarding the COVID-19 Pandemic and advisements, visit the following websites:

The State of Tennessee: <https://www.tn.gov/governor/covid-19.html>

The Centers for Disease Control and Prevention (CDC): <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

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Sharon C Roseman

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RF309 - COVID-19 Release, Page 1 of 1

Version 01/01/2025



## WATER SUPPLY AND WASTE DISPOSAL NOTIFICATION

1 Name of Buyer(s) \_\_\_\_\_  
 2 Property Address 1131 Cherry Springs Lane Trade TN 37691

3 A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In  
 4 order to make an informed decision and for your protection, Buyer should consider the following information. A home  
 5 inspection does not address Water Supply and Waste Disposal Systems.

### 1. WATER SUPPLY

#### A. Source

1. Is there a Well? Yes  
 2. Is there a Spring?  
 3. Is there a Cave?

#### D. Quantity

1. Is the water source adequate to the present owners? yes  
 2. If shared, who is responsible for maintenance?

#### B. Ownership/Rights

1. Is it currently shared? Do others have contractual rights? shared 1131 & 1135  
 2. Can a well digger's report be obtained?  
 3. Is the system owned or leased? owned

#### E. Quality

1. Does the water source meet state water standards currently?  
 2. Has it been tested recently?  
 3. Is there a water purification system in place?

#### C. Source Location

1. Is it on the property being purchased? If not, where?  
 2. Is it recorded? yes on 1131

### 2. WASTE DISPOSAL

Tennessee counties are charged with the responsibility to keep records of each private septic system. The records at the respective County Health/Environmental Office should be checked to retrieve a copy of the system permit and construction verification. Sometimes these records are not available, misplaced, or lost. If the reports are not available, the Buyer may want the system dye tested and to have the tank and field lines located. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection.

#### A. Location

1. Where are the tank and field lines?  
 2. Are there multiple systems? Where are they? Are they in working order? See permit

#### B. System Specifics

1. What is the capacity in regards to the bedroom ratio?  
 2. Was it installed to state standards? What year? yes 2024  
 3. Is there a maintenance history? When was the system last serviced?  
 4. Are all household drains connected to the septic system? yes

#### C. Types

1. Is the system a mound, low pressure, step, gravity drain field, sand filter, or other? See permit

I/we have carefully read this notice and have been made aware that it is my responsibility as an informed Buyer to seek answers to these and other questions regarding Water Supply and Waste Disposal Systems. I understand that any inspections of these items must be requested and performed under the provisions within the Inspection paragraph of the Purchase and Sale Agreement. This notification does not constitute in any way a contingency in the Purchase and Sale Agreement.

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER

BUYER

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

Date

Date

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## COMPENSATION AGREEMENT BETWEEN LISTING & BUYER BROKER

This compensation agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and relates to: \_\_\_\_\_ ("Property") and \_\_\_\_\_ ("Buyer").

The undersigned Listing Broker is to be paid real estate compensation by the seller upon the closing of the above stated Property. Listing Broker agrees to share its compensation with the undersigned Buyer Broker as set forth below:

Listing Broker (Firm Name) Bigle Properties / United Country Real Estate Blue Ridge Land & Auction

Listing Firm Address: 153 Hwy 16N Taylorsville NC / 102 S. Locust St Floyd VA

Buyer Broker (Firm Name): \_\_\_\_\_

Buyer Broker Firm Address: \_\_\_\_\_

Buyer Broker shall receive the following compensation: \$ \_\_\_\_\_ or 2 % of the purchase price of the Property.

In addition, this Agreement is subject to the following terms and conditions:

1. This Agreement shall supersede any previous agreements entered into by the parties.
2. Listing Broker shall have no obligation to the Buyer Broker for compensation relating to the above referenced Property, Buyer, and Buyer Broker if the Purchase and Sale Agreement that Buyer Broker is involved in does not close.
3. There shall be no reduction, change or modification to compensation without prior consent of all Brokers involved.
4. If either licensee, subsequent to entering into this Agreement, unilaterally agrees to a reduction in compensation to be received by the licensee's broker without the consent of the other licensee, the amount of reduction shall be deducted solely from the licensee's broker that reduced the compensation.
5. Listing Broker shall have no obligation to pay above compensation to Buyer Broker in the event that such is prohibited by a court order and/or instruction from a lender as could occur in situations including but not limited to, short sales, foreclosures, and bankruptcy proceedings. In the event that such compensation is limited and/or prohibited by such order or instruction, Listing Broker shall only be obligated to pay Buyer Broker the compensation which is permitted by such order or instruction. Listing Broker shall advise Buyer Broker of any such order or instruction and with permission of both parties provide evidence of such as soon as possible.
6. In the event of a dispute arising out of this Agreement or a dispute related to procuring cause of the Property, the parties hereby agree to arbitrate the matter pursuant to the most recent version of the Code of Ethics and Arbitration Manual published by the National Association of REALTORS®.

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

The party(ies) below have signed and acknowledge receipt of a copy.

**By: Broker or Licensee Authorized by Broker**

**LISTING BROKER/FIRM**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

Date

ADDRESS:

PRINT/TYPE NAME

PHONE:

Email:

The party(ies) below have signed and acknowledge receipt of a copy.

**By: Broker or Licensee Authorized by Broker**

**BUYER BROKER/FIRM**

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

Date

ADDRESS:

PRINT/TYPE NAME

PHONE:

Email:

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RF702 – Compensation Agreement between Listing and Selling Broker, Page 1 of 1

Version 01/01/2026





**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES  
CERTIFICATE OF COMPLETION OF A SUBSURFACE SEWAGE DISPOSAL SYSTEM**

**Issued to:** Teresa Page

**Location:**

County: Johnson

Address: Cherry Springs

City: Trade

Subdivision: Cherry Springs

Lot #: 22

Map: 087 Group: \_\_\_\_\_ Parcel: 021.19

Installed by: Jimmy Phipps

Installer email: \_\_\_\_\_

Number of Bedrooms: 3

Gallons per Day: \_\_\_\_\_

Estimated Soil Absorption Rate: 45 MPI

- ☒ New Installation  
☐ Repair Existing System  
☐ System Modification  
☐ Large System

**Type of System:**

- ☐ Conventional  
☐ Modified Conventional  
☒ Conventional System Substitute  
☒ Chamber  
☐ Poly Expanded Styrene  
☐ Large Diameter Gravelless Pipe  
\_\_\_\_\_ Gravel backfill in a 24 in. trench required?  
☐ Low Pressure Pipe  
☐ Mound  
☐ Lagoon  
☐ Subsurface Drip Disposal  
☐ Other \_\_\_\_\_

Product: Infiltrator - Quick4 Plus Standard: 34" W x 12" H x 53" L

Septic Tank Manufacture: Infiltrator  
Volume (gal): 1,000

Effluent Pump? No  
Effluent Pump Manufacture: \_\_\_\_\_  
Effluent Pump Tank Volume: \_\_\_\_\_ gallons

Was the electric inspected? \_\_\_\_\_  
Electric Inspection Ticket #: \_\_\_\_\_  
Electric Inspection Date: \_\_\_\_\_

**Comments:**

**Please see attached site drawing and any other supporting documentation.**

Inspected by: Jackson Wise  
DWR Staff

11/21/2024  
Date



Tennessee Department of Environment and Conservation - Division of Water Resources  
Certificate of Completion of a Subsurface Sewage Disposal System



Issued To: Page, Teresa

Location: Cherry Springs Lot 22

Trade, TN 37691

087 021.19

Inspector: Jackson Wise, ES2

Date: 11/21/2024

General Notes:

- Please refer to the subsurface sewage disposal system details on the first page of the Certificate of Completion.
- Questions regarding the Certificate of Completion should be directed to the local Division of Water Resources representative.

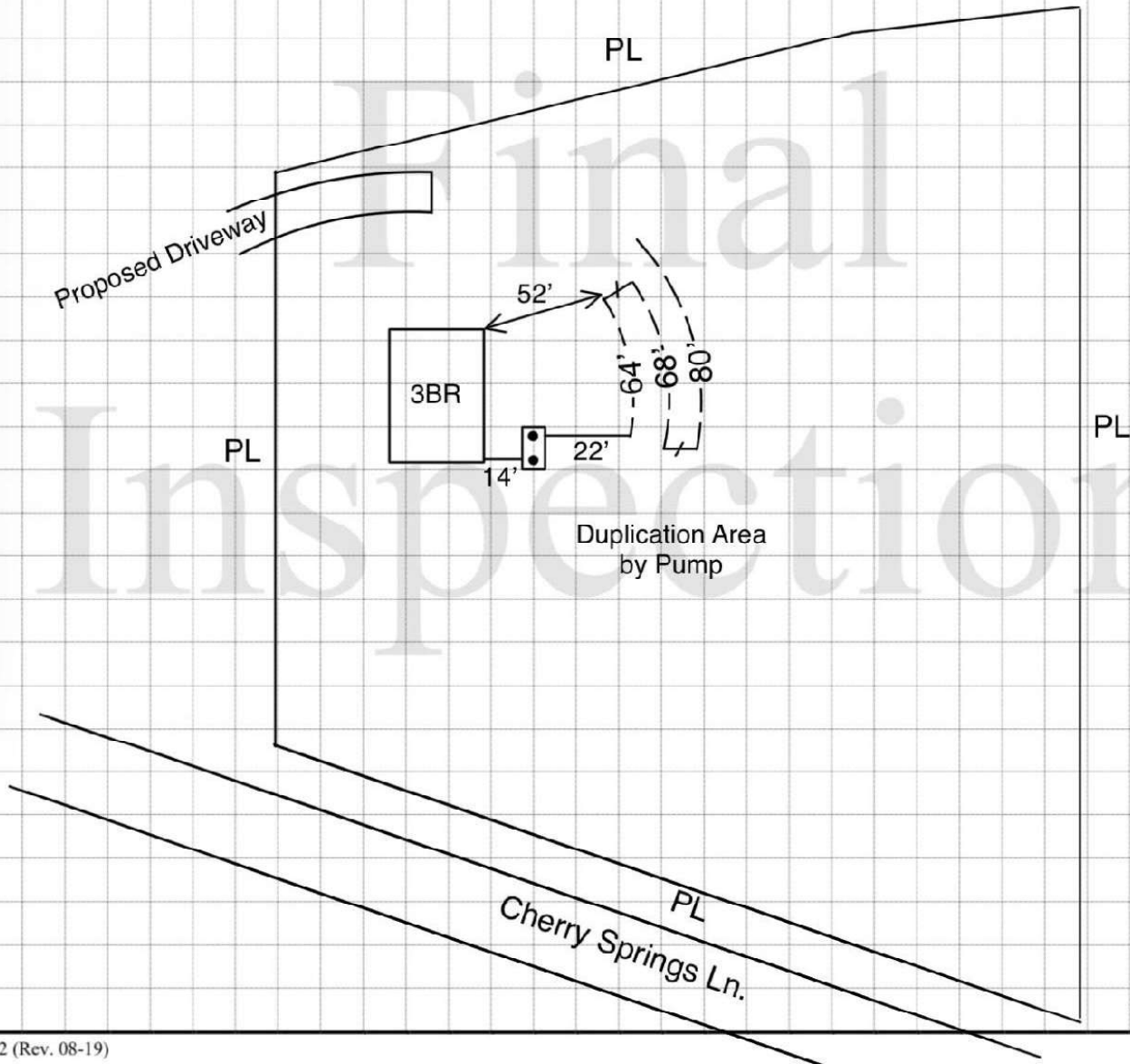
The Subsurface Sewage Disposal System is Approved For:

( ☒ ) Residential: # of Bedrooms: 3

( ) Other: \_\_\_\_\_

Gals/Day: \_\_\_\_\_

Infiltrator 1000 gallon tank  
3' chamber  
212' total  
\*30% reduction applied\*













TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES

CERTIFICATE OF COMPLETION OF A SUBSURFACE SEWAGE DISPOSAL SYSTEM



Installed to: Teresa Page  
Location:

County: Johnson  
Address: Cherry Springs  
City: Trade  
Subdivision: Cherry Springs  
Lot #: 22  
Map: 087 Group: \_\_\_\_\_ Parcel: 021.19

Installed by: Jimmy Phipps  
Installer email: \_\_\_\_\_

Number of Bedrooms: 3  
Gallons per Day: \_\_\_\_\_  
Estimated Soil Absorption Rate: 45 MPI

- [X] New Installation  
[ ] Repair Existing System  
[ ] System Modification  
[ ] Large System

10422

Type of System:

- [ ] Conventional  
[ ] Modified Conventional  
[X] Conventional System Substitute  
[X] Chamber  
[ ] Poly Expanded Styrene  
[ ] Large Diameter Gravelless Pipe  
Gravel backfill in a 24 in. trench required?  
[ ] Low Pressure Pipe  
[ ] Mound  
[ ] Lagoon  
[ ] Subsurface Drip Disposal  
[ ] Other \_\_\_\_\_

Product: Infiltrator - Quick4 Plus Standard: 34" W x 12" H x 53" L

Septic Tank Manufacture: Infiltrator  
Volume (gal): 1,000

Effluent Pump? No  
Effluent Pump Manufacture: \_\_\_\_\_  
Effluent Pump Tank Volume: \_\_\_\_\_ gallons

Was the electric inspected? \_\_\_\_\_  
Electric Inspection Ticket #: \_\_\_\_\_  
Electric Inspection Date: \_\_\_\_\_

Comments:

Please see attached site drawing and any other supporting documentation.

Inspected by: Jackson Wise  
DWR Staff

11/21/2024  
Date



Tennessee Department of Environment and Conservation - Division of Water Resources  
Certificate of Completion of a Subsurface Sewage Disposal System



Issued To: Page, Teresa

Location: Cherry Springs Lot 22

Trade, TN 37691

087 021.19

Inspector: Jackson Wise, ES2 

Date: 11/21/2024

**General Notes:**

- Please refer to the subsurface sewage disposal system details on the first page of the Certificate of Completion.
- Questions regarding the Certificate of Completion should be directed to the local Division of Water Resources representative.

**The Subsurface Sewage Disposal System is Approved For:**

( X ) Residential: # of Bedrooms: 3  
( ) Other: \_\_\_\_\_  
Gals/Day: \_\_\_\_\_

Infiltrator 1000 gallon tank  
3' chamber  
212' total  
\*30% reduction applied\*

Proposed Driveway

3BR

PL

PL

Duplication Area  
by Pump

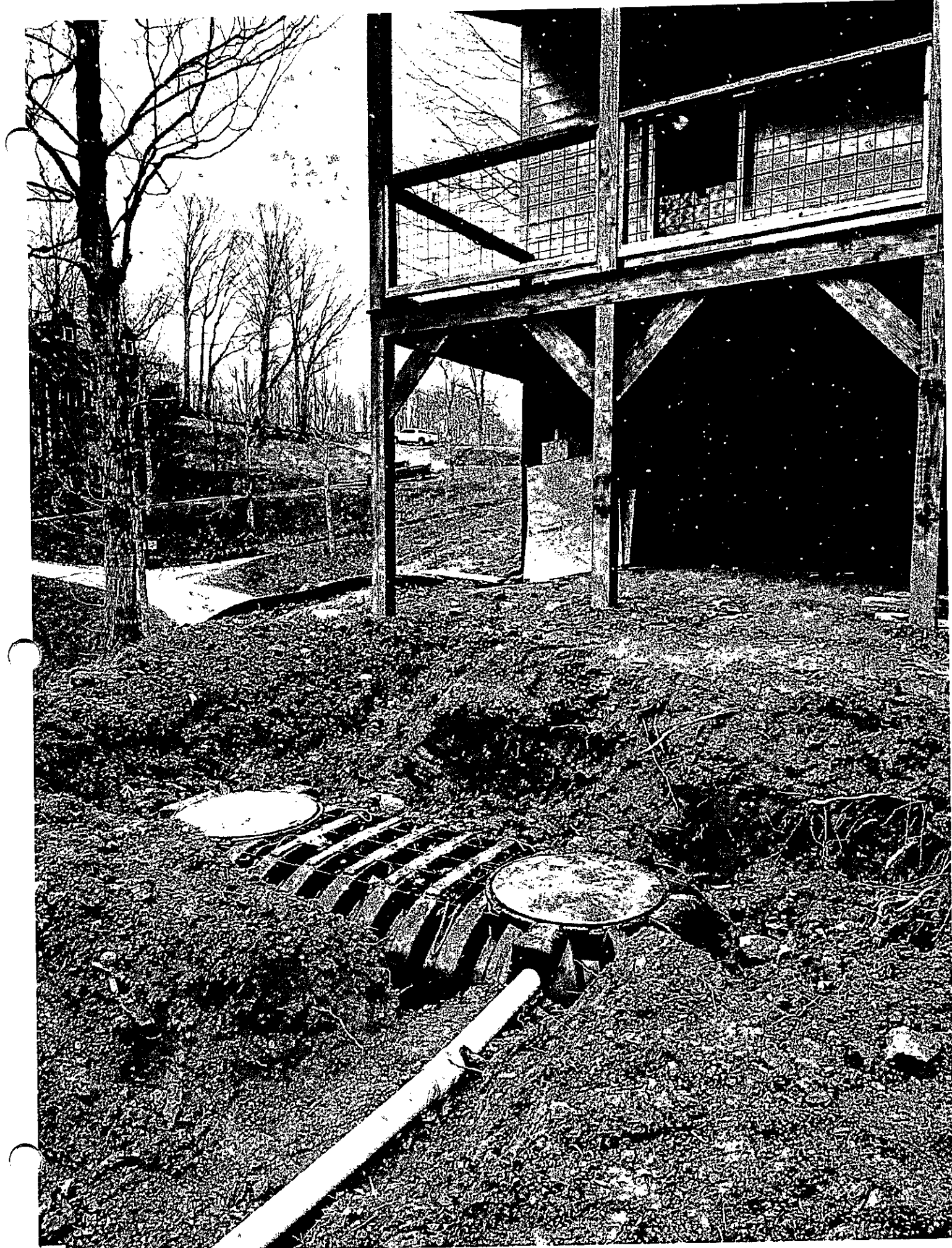
PL

Cherry Springs Ln.

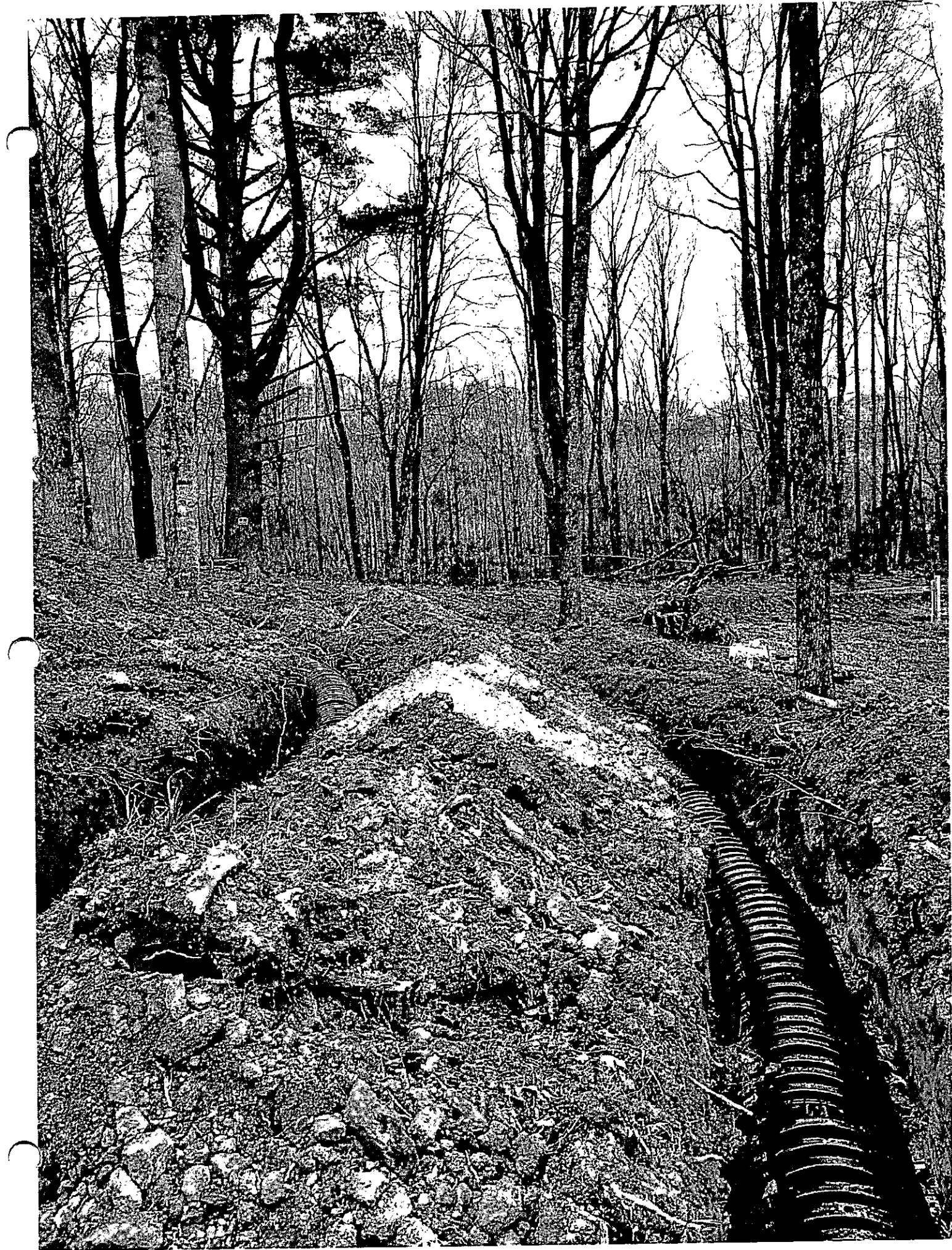
Page 2

\*Not to Scale













TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES

PERMIT FOR CONSTRUCTION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM

Issued to: <u>Teresa Page</u>  <b>Location:</b> County: <u>Johnson</u> Address: <u>Cherry Springs</u> City: <u>Trade</u> Subdivision: _____ Lot #: <u>23</u>  Map: <u>087</u> Group: _____ Parcel: <u>021.18</u>	<b>Evaluation Based Upon:</b> <input checked="" type="checkbox"/> 1. Soil Typing by Soil Scientist <input type="checkbox"/> a. General <input checked="" type="checkbox"/> b. High Intensity <input type="checkbox"/> c. Extra High Intensity <input type="checkbox"/> 2. Soil Percolation Test <input type="checkbox"/> 3. Environmental Scientist Estimated Absorption Rate: <u>45</u> MPI  <div style="font-size: 2em; transform: rotate(-15deg); opacity: 0.5; position: absolute; top: 50%; left: 50%;">10+23</div>	<b>Type of System:</b> <input checked="" type="checkbox"/> 1. Conventional <input type="checkbox"/> 2. Modified Conventional <input checked="" type="checkbox"/> 3. Conventional System Substitute <input checked="" type="checkbox"/> Chamber <input checked="" type="checkbox"/> Expanded Polystyrene <input checked="" type="checkbox"/> Large Diameter Gravelless Pipe Gravel backfill in a 24 in. wide trench required? <u>No</u> <input type="checkbox"/> 4. Low Pressure Pipe <input type="checkbox"/> 5. Mound <input type="checkbox"/> 6. Lagoon <input type="checkbox"/> 7. Subsurface Drip System <input type="checkbox"/> 8. Other: _____
<b>Installation:</b> <input checked="" type="checkbox"/> 1. New Installation <input type="checkbox"/> 2. Repair to Existing System <input type="checkbox"/> 3. System Modification <input type="checkbox"/> 4. Large System  <b>Establishment:</b> <input checked="" type="checkbox"/> 1. Residential: # Bedrooms <u>3</u> <input type="checkbox"/> 2. Other: _____ Gal/Day: _____	<b>Approval Based Upon: State No. T.C.A. 68-221-403</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> (c) Percolation Test  <input type="checkbox"/> (d) Grandfather Clause - Current standards except those specified  <input type="checkbox"/> (f) 12" (karst) and 6" (non-karst) buffer required  <input checked="" type="checkbox"/> Soil Map         </div> <div style="width: 45%;"> <input type="checkbox"/> (i) 9" Buffer required (24"-36" total soil depth)  <input type="checkbox"/> (k) Grandfather Clause - Meets June 30, 1990, standards (repair only)  <input checked="" type="checkbox"/> Current Standards  <input type="checkbox"/> Other: _____         </div> </div>	
The system shall consist of a two-compartment septic tank holding <u>900</u> (min) gallons, with <u>300</u> linear feet in <u>3+</u> trenches, <u>36</u> inches wide and <u>24</u> (min) to <u>48</u> (max) inches in depth. (Depth of gravel: <u>12</u> inches)  <b>SIP Depth (in):</b> _____ <b>SIP Length (ft):</b> _____ <b>SIP Comments:</b> _____ <b>General Comments:</b> _____		<b>Also Required:</b> <input type="checkbox"/> 1. Soil Improvement Practice (SIP) <input type="checkbox"/> Curtain Drain <input type="checkbox"/> Drawdown Drain <input type="checkbox"/> Interceptor Drain <input type="checkbox"/> 2. Flow Diversion Valve <input type="checkbox"/> 3. Sewage Pump Pump Flow Rate (gpm): _____ TDH (ft): _____ <input type="checkbox"/> 4. Single Compartment Pump Tank, Volume (gal): _____ <input type="checkbox"/> 5. Other: _____

All installers of subsurface sewage disposal systems must hold a valid annual license from the Tennessee Department of Environment and Conservation.

Please see attached drawing and supporting documentation.

The recipient of this permit agrees to construct or have constructed the above-described system in accordance with T.C.A. 68-221-401 et. seq. and The Regulations To Govern Subsurface Sewage Disposal Systems. If any part of the system is covered before inspected and approved, it shall be uncovered by the recipient of the permit at the direction of personnel of the Department of Environment and Conservation. Any cutting, filling or alterations of the soil conditions on the aforementioned property after this day may render this approval null and void.

By: Jackson Wise  
(DWR Staff)

Date: 07/12/2024  
(Date of Issue)

This permit is valid for 3 years from date of issue.

This is a permit to construct and is not intended to imply approval of any work proposed or completed on this lot.



Tennessee Department of Environment and Conservation - Division of Water Resources  
Permit for Construction of a Subsurface Sewage Disposal System



Issued To: Page, Teresa

Location: TBD Cherry Springs Ln.

Trade, TN 37691

087 021.22

Inspector: Jackson Wise, ES2 *[Signature]*

Date: 07/16/2024

General Notes:

- Please refer to the design specifications for the subsurface sewage disposal system on the first page of the construction permit.

- Contact the local Division of Water Resources representative to schedule a final inspection.

- All electric components (e.g., pump, alarm, etc.) for the subsurface sewage disposal system must be inspected and approved by the appropriate electrical inspector prior to requesting a final inspection. Documentation of the electrical inspection must be available during the final inspection.

CALL BEFORE 9 AM FOR INSPECTION

423-930-7854

INSTALL ON CONTOUR 8" BETWEEN TRENCHES

STAY 10' FROM PROPERTY LINES, WATER LINES, AND UTILITIES

900+ gallon tank

300' total at 24-48" depth

45 mpi

\*SEE SOIL MAP  
AND ALL  
ATTACHMENTS\*

Proposed Driveway

PL

Proposed  
3BR  
(30x30)

N  
↓

PL

300' total

PL

Duplication  
Area by Pump

175'

Soil Map Limit

140'

70'

PL

Cherry Springs Ln.

Page 2

\*Not to Scale





**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION**  
**DIVISION OF WATER RESOURCES**  
**Land-Based Systems Unit**  
**William R. Snodgrass - Tennessee Tower**  
**312 Rosa L. Parks Ave., 11th Floor**  
**Nashville, TN 37243-1110**

**APPLICATION FOR WATER RESOURCES SERVICES**  
**APPLICANT**  
**COMPLETE QUESTIONS**

**1. Service Requested (Check Service)**

**Fees Due**

<input checked="" type="checkbox"/> <b>Septic System Construction Permit</b>	
<input checked="" type="checkbox"/> Dwelling	\$ 400.00 PAID
Commercial: gdp	\$ _____
System Modification	\$ _____
Repair	\$ _____
<input checked="" type="checkbox"/> <b>Conventional Construction Inspection</b>	\$ 100.00 PAID
Inspection Letter	\$ _____
Certificate of Verification	\$ _____
Water Sample	
Total Coliform	\$ _____
Fecal Coliform	\$ _____
Alternative System Permit	\$ _____
Alternative Construction Inspection	\$ _____
Large Conventional System Plan Review	\$ _____
Large Alternative System Plan Review	\$ _____
Experimental System Plan Review	\$ _____
Subdivision Evaluation: Lots: _____	\$ _____
Pumping Contractor - Septage Application	\$ _____

**2. LANDOWNER:**

**APPLICANT:**

**Site Address:**

Names: Michael Novatka  
Address: PO Box  
North Palm Beach, Florida 33408  
Day Phone: 5615687861  
Original Owner: Michael Novatka

Names: Teresa Page  
Address: 145 Rocky Mtn Rd  
Boone, Tennessee 28607  
Day Phone: 3366180334  
Email: teresa.w.page@gmail.com

Address: Cherry Springs  
Trade, Tennessee 37691

**3. LOCATION OF LOT OR SITE:**

a) Subdivision Name: Cherry Springs

Lot # 21

421 North past TN/NC state line  
turn right into Cherry Springs  
Please contact the applicant Teresa Winkler Page at  
336-618-0334 or teresa.w.page@gmail.com Please  
also contact Keith Greene at 336-877-7207 when you  
come to inspect the parcel. Both Teresa and Keith  
would like to be there. Thank-you

b) In a subdivision? Yes

Give specific directions and address to the lot or site

c) Tax Map 087

Parcel 021.18

**FOR SSDS PERMIT**

**4. ONLY:**

a) Size of lot _____	b) Number of Bedrooms <u>3</u>	Bedrooms Added _____
c) How many occupants? _____	d) Excavated Basement? Yes <u>X</u> No _____	
e) Basement Plumbing Fixtures? Yes _____ No <u>X</u>		
f) Amount of water used monthly (gallons) _____		
g) Water Supply: Public _____ Well <u>X</u> Spring _____		
h) Is the lot staked? Yes _____ If not, date it will be staked: _____		
Is the house staked? yes _____ If not, date it will be staked: _____		
i) Installer, if known: _____		

**5. FOR INSPECTION LETTER ONLY AND CERTIFICATE OF VERIFICATION ONLY:**

a) Age of house _____	b) Is house vacant? _____	How long? _____
c) Original sewage system inspected _____		
d) Date of previous repairs _____	Inspected _____	
e) Is wastewater "backing up" into plumbing fixtures? _____	Surfacing on the ground? _____	
f) All wastewater including washing machines routed into septic tank _____		

**6. FOR WATER SAMPLE ONLY: a) Source of Supply: Spring**

Well \_\_\_\_\_ Other \_\_\_\_\_

b) Is there an outside faucet? \_\_\_\_\_ c) Is the source chlorinated? \_\_\_\_\_

d) For Wells: Is the casing 6" above the ground? \_\_\_\_\_ Is a sanitary seal on the casing? \_\_\_\_\_

7. I certify that the above information is true and correct to the best of my knowledge; I have been authorized by the above name landowner to submit this application for Environmental Services to the Division of Water Resources.

DATE: Apr 29, 2024

SIGNATURE: Teresa Winkler Page

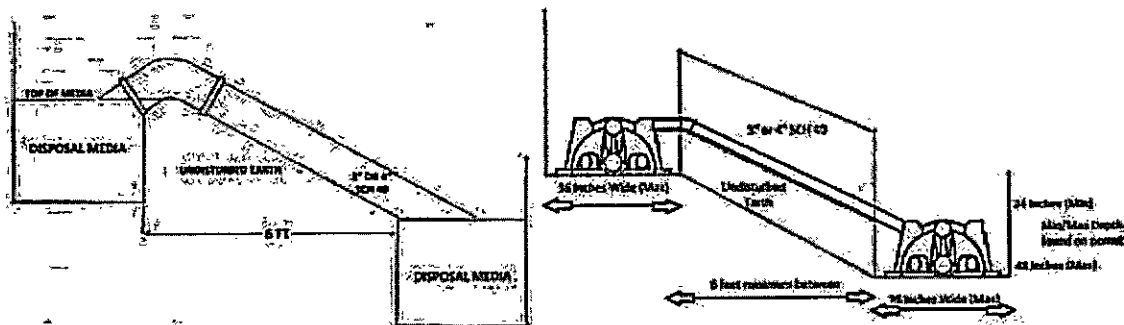
AMOUNT PAID: 500.00

RECEIPT NUMBER: 3873038289



## INSTALLATION NOTES:

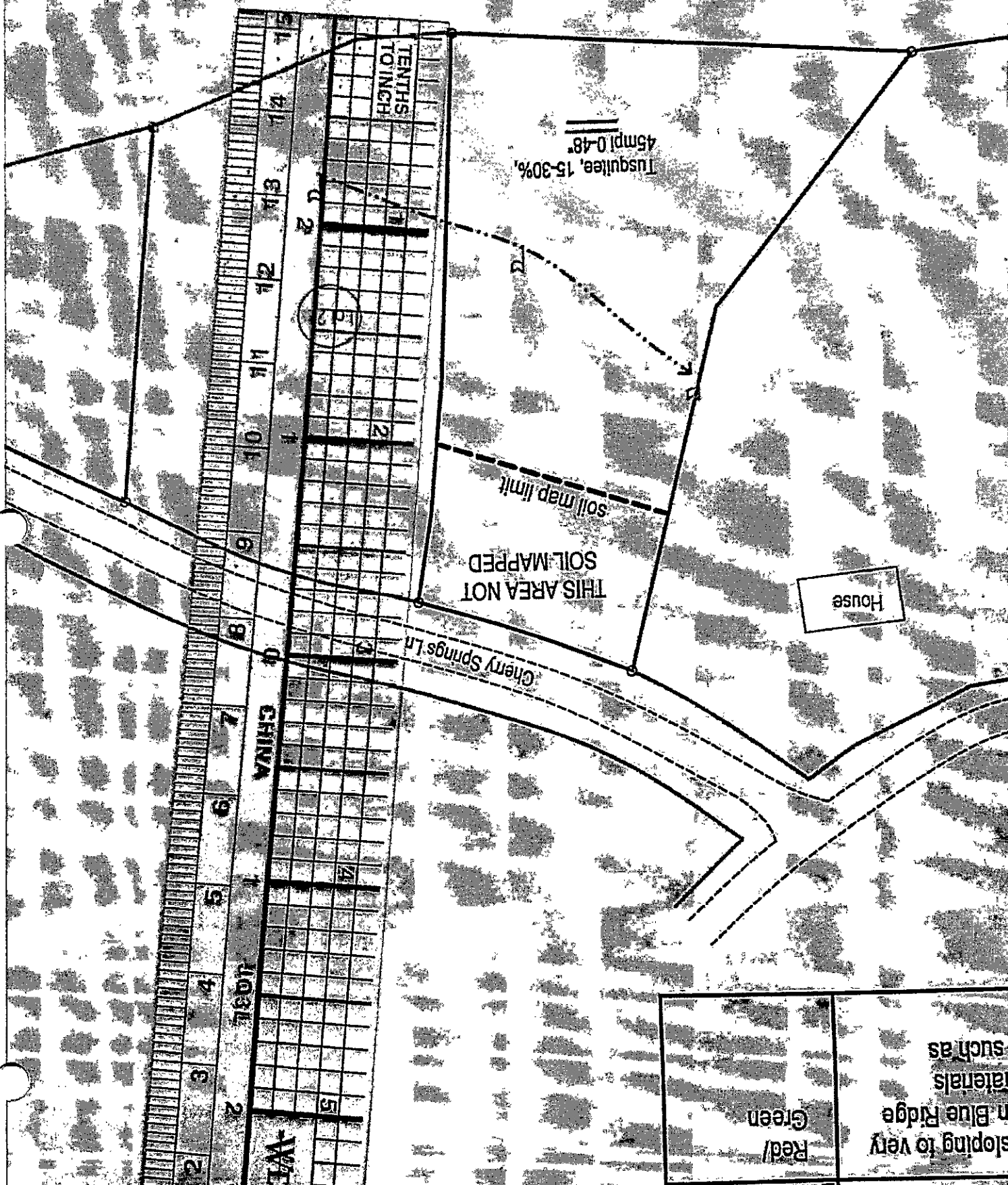
- Call (423)854-5400 or the number on the permit between 8:00-9:00 a.m. M-F to schedule a final inspection when completed.
- All repair permits require a \$100 inspection fee paid prior to the final inspection.
- Inspection requests for repairs must be applied for online at: <https://dec.tn.gov/septic>
- No system shall be covered without the inspection and authorization of the Commissioner. Rule 0400-48-01-.07 (5)
- Homeowners wishing to install their own system must contact Environmental Scientist prior to beginning construction. Testing may be required.
- The excavation of a basement may void this permit if not indicated on the application or may reduce the number of bedrooms for which a permit may be issued.
- Any change in the dwelling location subsequent to the date of permit issuance may void the permit or possibly reduce the number of bedrooms approved or render the lot unusable. Contact this office before altering dwelling location.
- The septic tank size and manufacturer must be visible when the final inspection is made.
- Install the septic tank:
  - 10ft from water line and other utilities.
  - 5ft from the foundation unless there is a basement.
  - 15ft from cut banks (greater than 18 inches high) (basement), natural drains and man-made drains.
  - 50ft from any well.
- Any unauthorized cutting/filling of the area where the field lines will be installed may void this permit or may reduce the number of bedrooms approved on the permit.
- Stay between the Minimum and Maximum trench depth as noted on the permit. Measure the trench depth on the down slope side of the trench.
- Install the field lines:
  - 10ft from water line, structure and other utilities.
  - 25ft from cut banks (greater than 18 inches high) (basement), natural drains and man-made drains.
  - 50ft from any well.



- Use the diagram shown above as a guide to construct the crossovers.
- The size of a chamber system shall be equivalent to the total linear footage required for a three (3) feet wide conventional subsurface sewage disposal system. However, where the soil absorption rate is from ten (10) to sixty (60) minutes per inch, the total linear footage may be reduced by thirty (30) percent. If a portion of a unit is left over after determining the total linear footage required, round up to the nearest whole unit.
- If questions arise, please contact the Environmental Scientist at (423)854-5400.



IMPACTED) AFTER THE DATE SHOWN BELOW, THIS



sloping to very  
n Blue Ridge  
aterials  
such as

Red/  
Green



# **HIGH INTENSITY SOILS MAP FOR CONVENTIONAL DRAINFIELD SYSTEMS**

Portion of Lot 23 of the Michael Novatka Property, Hwy 421 S NE (Off Cherry Springs)  
Civil District: 09, Johnson County, TN

For: Teresa Paige

SOILS LEGEND				
SOIL NAME SLOPE CLASS	DEPTHS	ESTIMATED ABSORPTION RATE (MPI)	DEPTH TO RESTRICTING LAYERS (INCHES)	SOIL IMPROVEMENT PRACTICES/ NOTES/ PERC STATUS
Tusquitee, 15-30%	0-48"	45 MPI	>48"	The Tusquitee series consists of very deep, well d steep benches, foot slopes, toe slopes, and fans i mountains, MLRA 130B. These soils formed in co weathered from igneous and high-grade metamo granite, mica gneiss, homblende gneiss, and schi



HIGH INTENSITY SOILS MAP BY:  
Kenton M. Brotherton  
Tennessee Licensed Professional Soil Scientist  
No. 0012  
IWS, Inc.  
3675 Brown Springs Road  
Greeneville, TN 37743  
(423) 620-0036

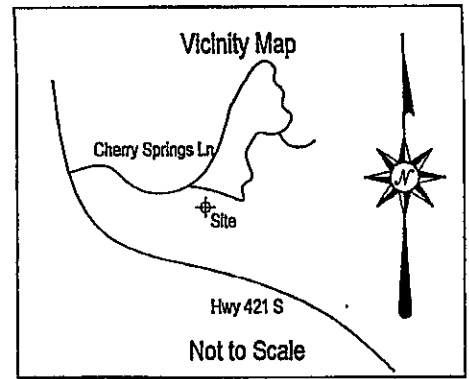
IF THESE SOILS ARE DISTURBED (CUT, FIL, SOI

I Kenton M. Brotherton, affirm that this so  
Govern Subsurface Sewage Disposal, Th  
made or implied.

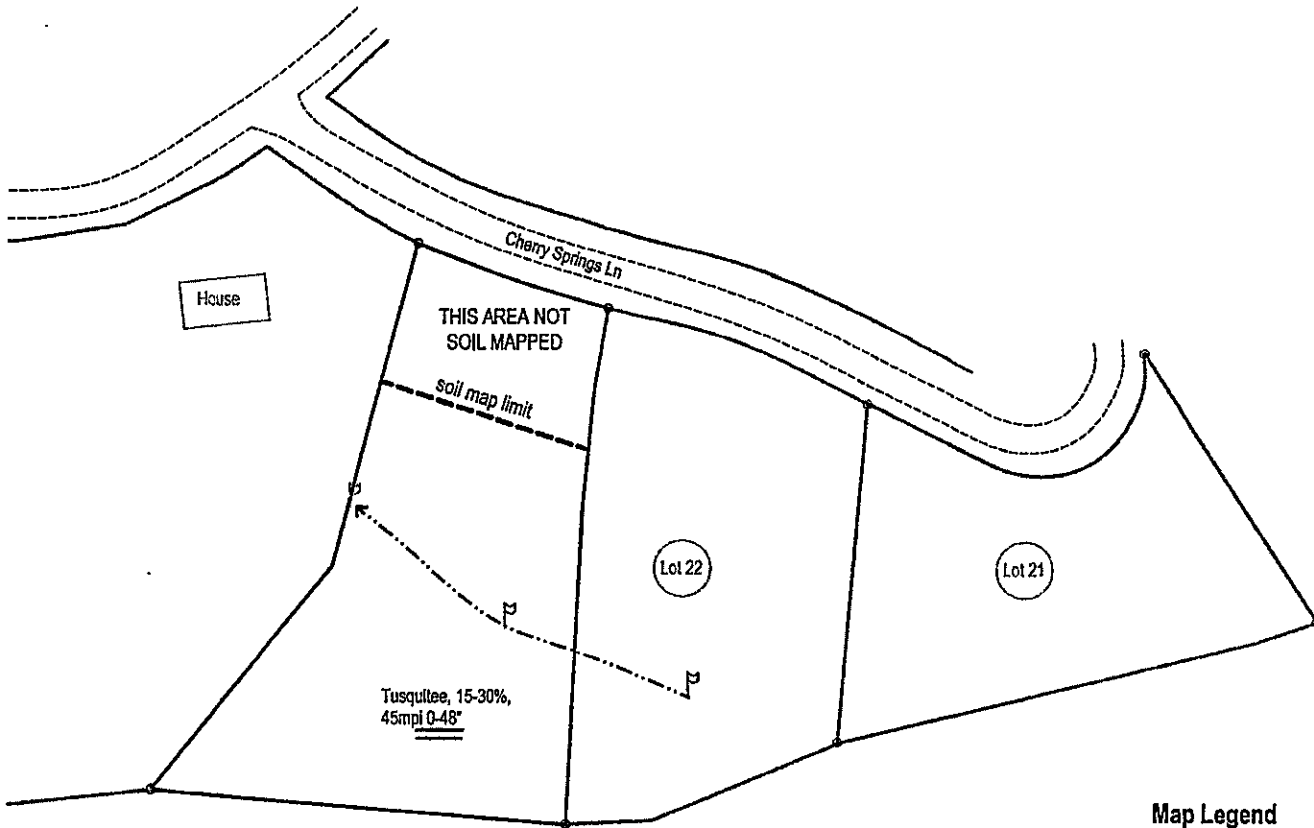
Signature of Soils Consultant does n

Note: A recent bounde  
Therefore, the soil soil





	COLOR CODE
is on gently sloping to very the Southern Blue Ridge derived from materials alline rocks such as	Red/ Green



#### Map Legend

- lot corner ○
- control flag ● A1
- drain (25' setbacks) - - - - -
- drain (15' setbacks) - . - . -
- gully (15' setbacks) ~~~~~
- cut bank
- drive
- rock outcrop
- doline bottom
- culvert
- fence
- perc hole
- Pink Flag
- scale
- 1"=100'

2 R COMPACTED) AFTER THE DATE SHOWN BELOW, THIS P WILL BE VOID!

its the standards established in the Regulations to qdbok and Soil Taxonomy. No other warranties are

*Xentor Brachton*

6/21/2024

ite approval of lot by The Division of Groundwater Protection.

is not available at the time of this High Intensity Soils Mapping.

erves the right to adjust this soil map when/if a new survey is produced.







1	100	100	100
2	100	100	100
3	100	100	100
4	100	100	100
5	100	100	100
6	100	100	100
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16	100	100	100
17	100	100	100
18	100	100	100
19	100	100	100
20	100	100	100

J.D. MAIN  
D.B.-105 PG.-661

2006

MICHAEL WOODARD  
D.B.-130 PG.-594

FUTURE DEVELOPMENT

HAROLD DEAN ROARK  
D.B.-161 PG.-627

PAULINE EASTRIDGE  
D.B.-108 PG.-656

JIMMY DENNY  
D.B.-108 PG.-750

JIMMY DENNY  
D.B.-108 PG.-750



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE SURVEY AND THE SAME IS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF JEFFERSON, TENNESSEE.

APPROVED AND FORWARDED:

NOTAR: TOTAL NEW ROAD .75 MILE

Approval is hereby granted for the construction of the proposed road, subject to the following conditions:

1. The road shall be constructed in accordance with the plans and specifications attached hereto.

2. The road shall be constructed within the time specified in the plans and specifications.

3. The road shall be constructed to the satisfaction of the Department of Transportation.

4. The road shall be constructed to the satisfaction of the local community.

5. The road shall be constructed to the satisfaction of the State of Tennessee.

6. The road shall be constructed to the satisfaction of the United States Department of Transportation.

7. The road shall be constructed to the satisfaction of the Federal Highway Administration.

8. The road shall be constructed to the satisfaction of the American Road & Builders Builders Association.

9. The road shall be constructed to the satisfaction of the National Highway Traffic Safety Administration.

10. The road shall be constructed to the satisfaction of the National Transportation Safety Board.

11. The road shall be constructed to the satisfaction of the National Transportation Safety Council.

12. The road shall be constructed to the satisfaction of the National Transportation Safety Institute.

13. The road shall be constructed to the satisfaction of the National Transportation Safety Foundation.

14. The road shall be constructed to the satisfaction of the National Transportation Safety Center.

15. The road shall be constructed to the satisfaction of the National Transportation Safety Board.

16. The road shall be constructed to the satisfaction of the National Transportation Safety Council.

17. The road shall be constructed to the satisfaction of the National Transportation Safety Institute.

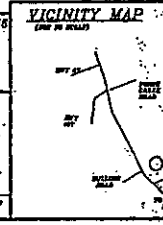
18. The road shall be constructed to the satisfaction of the National Transportation Safety Foundation.

19. The road shall be constructed to the satisfaction of the National Transportation Safety Center.

20. The road shall be constructed to the satisfaction of the National Transportation Safety Board.

**SURVEY FOR**  
**HERRY SPRINGS SUBDIVISION**  
**OWNER - HAROLD DEAN ROARK**  
**DRAWN BY: THOMAS KERLEY**  
**DATE: APRIL 10, 2006**  
**IN CIVIL DISTRICT**  
**JOHNSON COUNTY, TENNESSEE**

<p>THOMAS TODD GRAYSON, RLS 1546 THOMAS J. KERLEY, RLS 1823 APPALACHIAN LAND SURVEY CO. P. O. BOX 410 MTN CITY, TN 37883</p>	<p>THOMAS TODD GRAYSON, RLS 1546 THOMAS J. KERLEY, RLS 1823 APPALACHIAN LAND SURVEY CO. P. O. BOX 410 MTN CITY, TN 37883</p>	<p>THOMAS TODD GRAYSON, RLS 1546 THOMAS J. KERLEY, RLS 1823 APPALACHIAN LAND SURVEY CO. P. O. BOX 410 MTN CITY, TN 37883</p>	<p>THOMAS TODD GRAYSON, RLS 1546 THOMAS J. KERLEY, RLS 1823 APPALACHIAN LAND SURVEY CO. P. O. BOX 410 MTN CITY, TN 37883</p>	<p>THOMAS TODD GRAYSON, RLS 1546 THOMAS J. KERLEY, RLS 1823 APPALACHIAN LAND SURVEY CO. P. O. BOX 410 MTN CITY, TN 37883</p>	<p>THOMAS TODD GRAYSON, RLS 1546 THOMAS J. KERLEY, RLS 1823 APPALACHIAN LAND SURVEY CO. P. O. BOX 410 MTN CITY, TN 37883</p>
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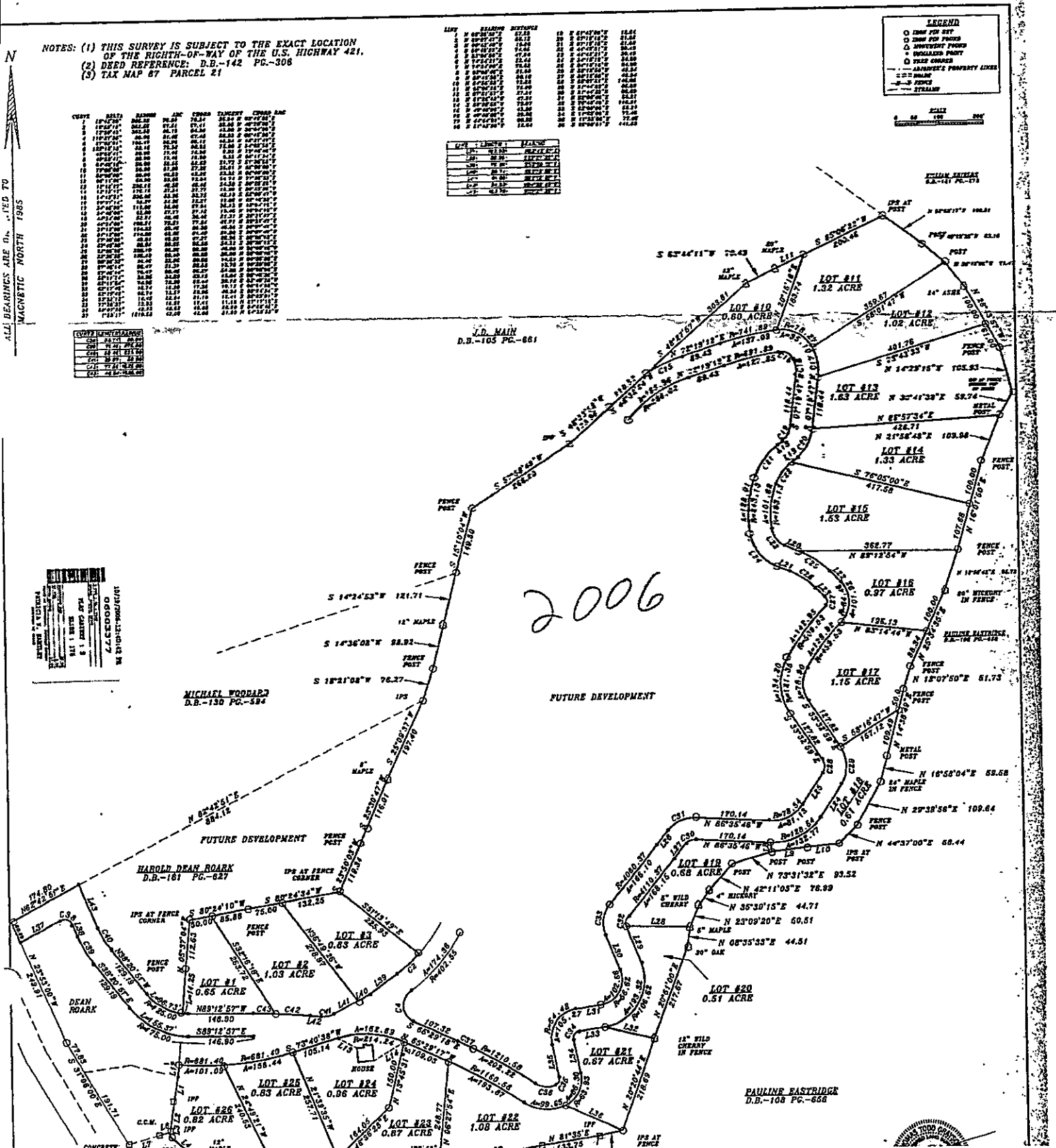


ALL BEARINGS ARE NOTED TO  
MAGNETIC NORTH 1985

**LEGEND**  
 ○ INK PEN SET  
 □ INK PEN PAGES  
 △ MOVEMENT PAGES  
 ▲ UNCLASSED PAGE  
 — STREET CORNER  
 --- ADJACENT'S PROPERTY LINE  
 --- HALL  
 --- FENCE  
 --- STREAM

日期	项目	金额
1980.10.1	银行存款	100.00
1980.10.2	银行存款	100.00
1980.10.3	银行存款	100.00
1980.10.4	银行存款	100.00
1980.10.5	银行存款	100.00
1980.10.6	银行存款	100.00
1980.10.7	银行存款	100.00
1980.10.8	银行存款	100.00
1980.10.9	银行存款	100.00
1980.10.10	银行存款	100.00

CITY	LENGTH	ADJUST
CHO	28.75	00.00
CHO	92.45	09.60
CHO	58.46	23.50
CHO	28.97	28.00
CHO	72.58	02.25
CHO	00.00	00.00





# SURVEY FOR

**JAMES RICHARD &  
TERESA WINKLER PAGE**

**DRAWN BY: THOMAS KERLEY**

**DATE: JANUARY 8, 2026**

**9th CIVIL DISTRICT**

**JOHNSON COUNTY, TENNESSEE**

**APPALACHIAN LAND SURVEY CO.**

**THOMAS TODD GRAYSON, RLS 1346**

**THOMAS J. KERLEY, RLS 1823**

**P. O. BOX 410**

**MTN CITY, TN 37683 (423) 727-9745**

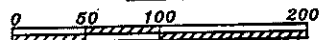
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON AND THAT THE SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.

APPALACHIAN LAND SURVEY COMPANY

## LEGEND

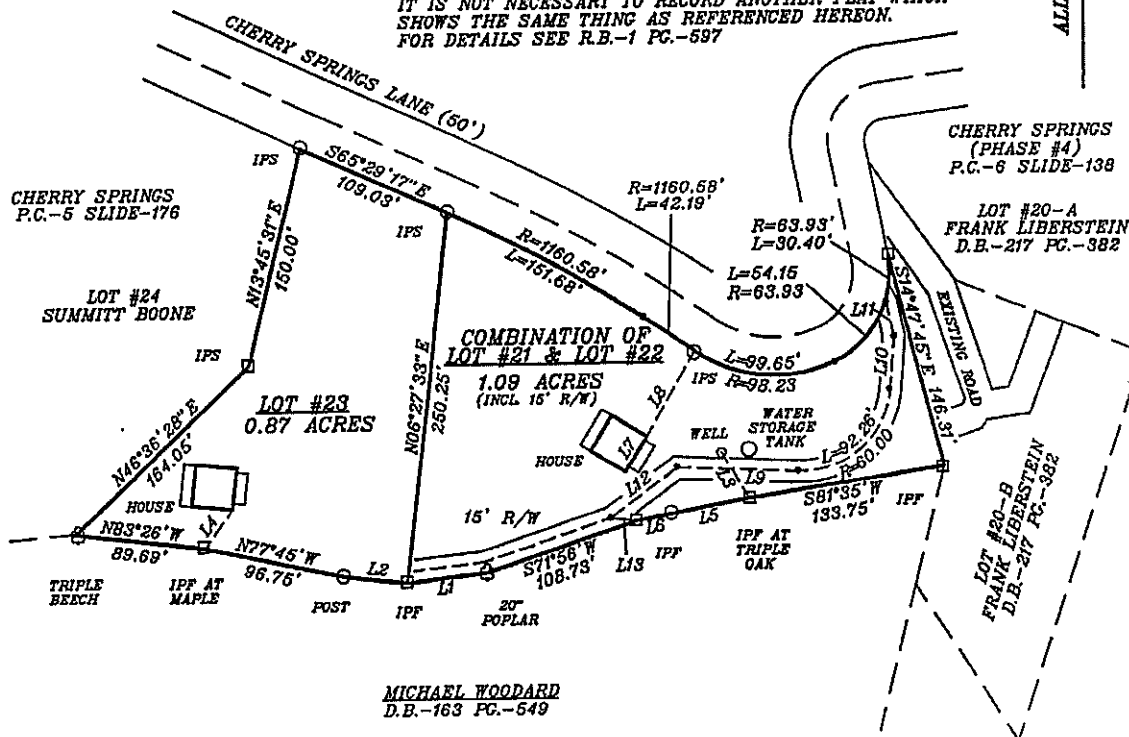
- IRON PIN SET
- IRON PIN FOUND
- △ MONUMENT FOUND
- UNMARKED POINT
- ⊙ TREE CORNER
- - - ADJOINER'S PROPERTY LINES
- == ROADS
- X-X FENCE
- - - STREAMS

## SCALE



NOTE: THERE IS RESERVED THROUGH LOT #22 RIGHT TO USE THE DRIVEWAY AS SHOWN HEREON AS PERMANENT EASEMENT FOR LOT #23 ALSO 1/2 OWNERSHIP IN THE WELL AND WATER STORAGE AREA FOR THE BENEFIT FOR LOT #23.

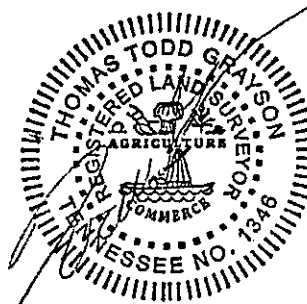
NOTE: THIS PLAT WILL BE RECORDED IN THE LAST PAGE OF THE DEED FROM THE GRANTOR'S TO THE GRANTEE'S. IT IS NOT NECESSARY TO RECORD ANOTHER PLAT WHICH SHOWS THE SAME THING AS REFERENCED HEREON. FOR DETAILS SEE R.B.-1 PG.-597



**MICHAEL WOODARD**  
D.B.-163 PG.-549

LINE	LENGTH	BEARING
L1	64.10	S88°33'00"W
L2	42.66	N83°38'00"W
L3	36.00	N31°07'49"W
L4	31.72	N35°30'00"E
L5	64.47	S79°27'00"W
L6	23.35	S79°27'00"W
L7	27.97	S91°20'52"W
L8	66.09	S28°59'02"W
L9	82.37	S87°25'53"E
L10	34.56	N04°28'08"E
L11	24.44	N12°54'14"W
L13	17.96	S83°23'13"E

NOTES: (1) THIS SURVEY IS SUBJECT TO THE EXACT LOCATION OF THE RIGHT-OF-WAY OF THE EXISTING ROAD & CHERRY SPRINGS LANE.  
(2) DEED REFERENCE: TAX MAP 87 R.B.-1 PG.-597  
LOT #21 PARCEL 21.18  
LOT #22 PARCEL 21.19  
LOT #23 PARCEL 21.22





# SURVEY FOR

JAMES RICHARD &  
TERESA WINKLER PAGE

DRAWN BY: THOMAS KERLEY

DATE: JANUARY 8, 2026

9th CIVIL DISTRICT

JOHNSON COUNTY, TENNESSEE

APPALACHIAN LAND SURVEY CO.

THOMAS TODD GRAYSON, RLS 1346

THOMAS J. KERLEY, RLS 1823

P. O. BOX 410

MTN CITY, TN 37683 (423) 727-9745

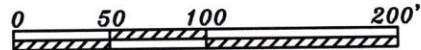
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON AND THAT THE SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.

APPALACHIAN LAND SURVEY COMPANY

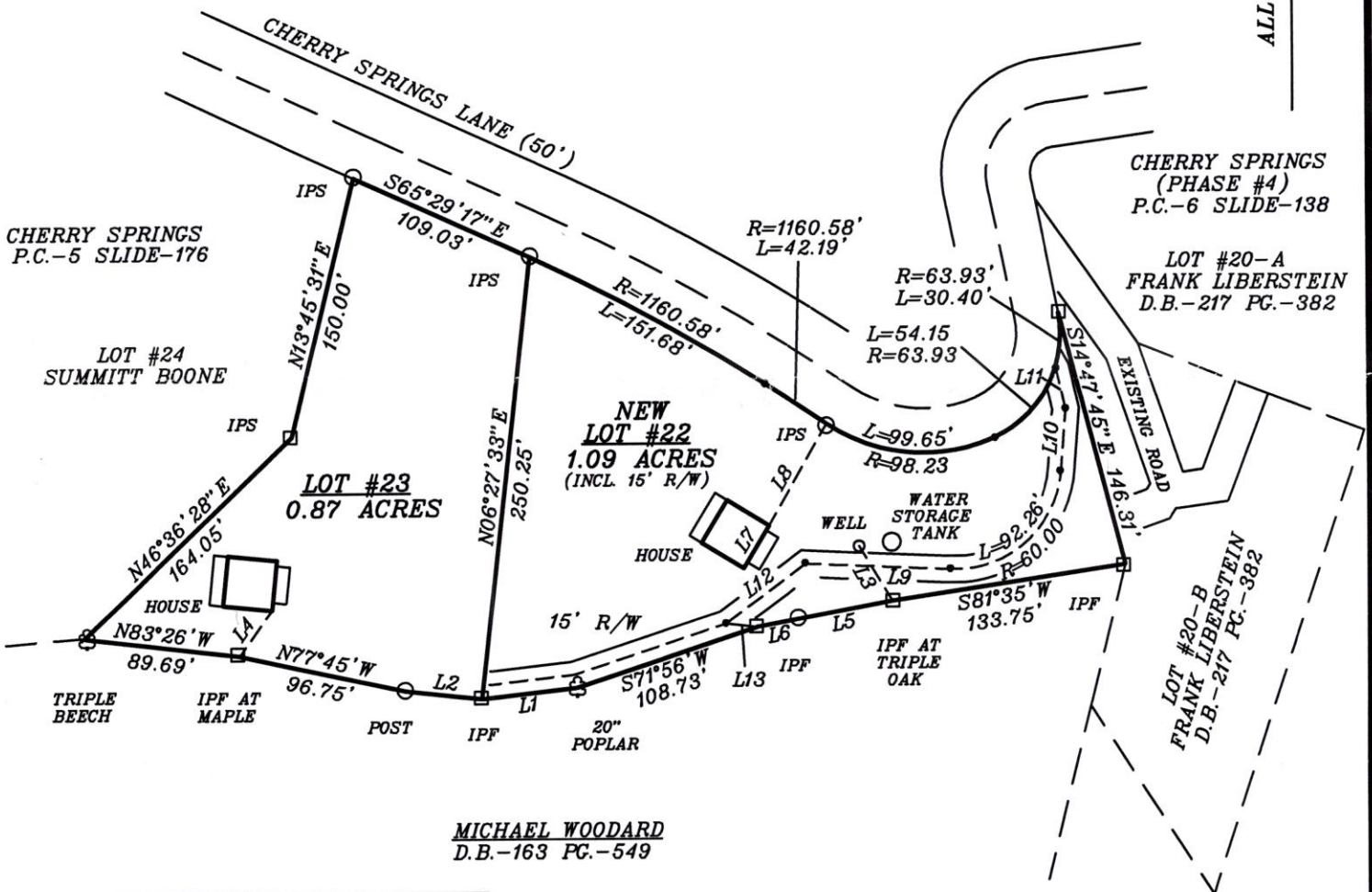
## LEGEND

- IRON PIN SET
- IRON PIN FOUND
- △ MONUMENT FOUND
- UNMARKED POINT
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- ADJOINER'S PROPERTY LINES
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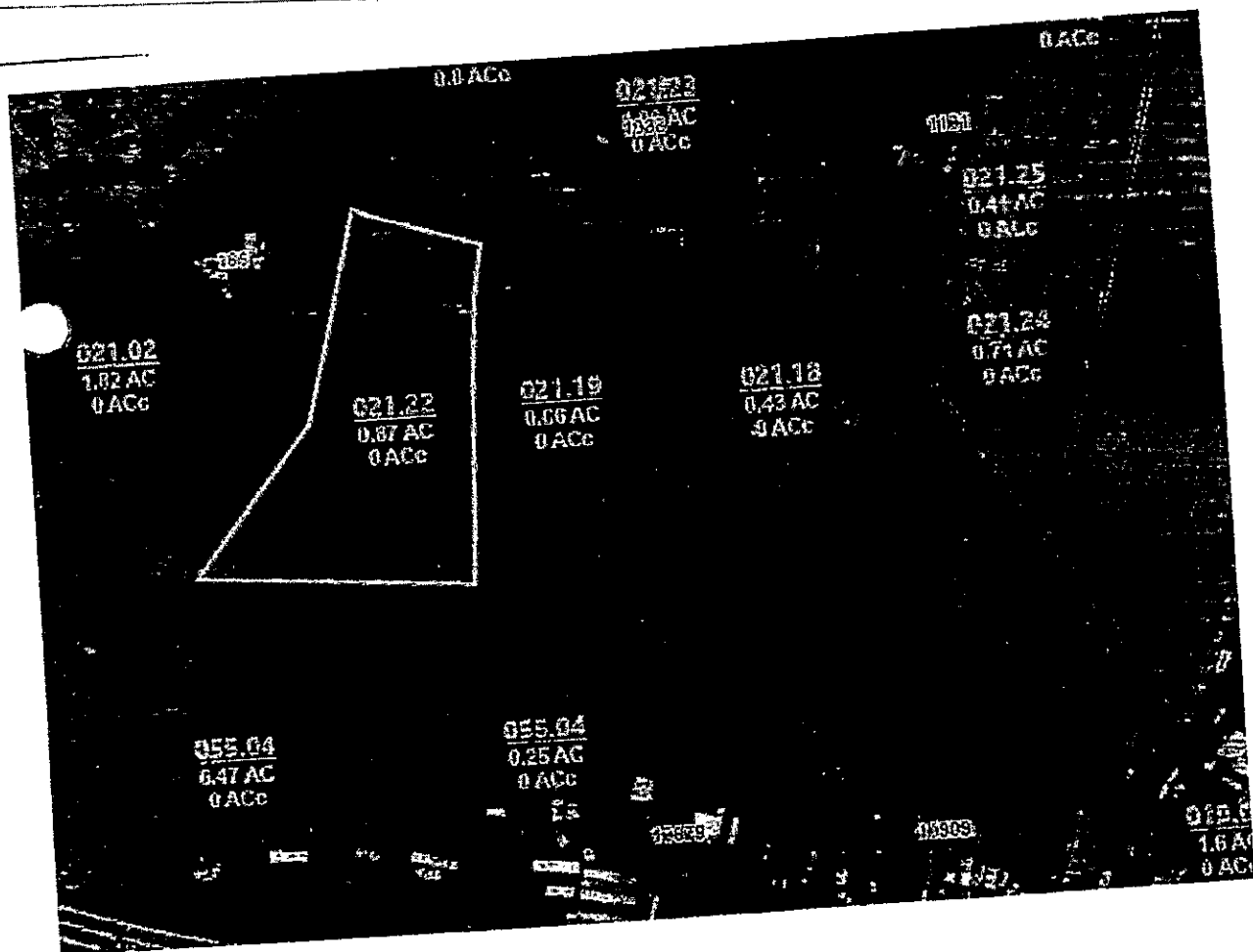
MICHAEL WOODARD  
D.B.-163 PG.-549

LINE	LENGTH	BEARING
L1	54.10	S83°33'00"W
L2	42.55	N83°38'00"W
L3	36.00	N31°07'49"W
L4	31.72	N35°30'00"E
L5	54.47	S79°27'00"W
L6	23.35	S79°27'00"W
L7	27.97	S31°20'52"W
L8	66.09	S29°59'02"W
L9	82.37	S87°25'53"E
L10	34.56	N04°28'08"E
L11	24.44	N12°54'14"W
L13	17.96	S83°23'13"E

- NOTES: (1) THIS SURVEY IS SUBJECT TO THE EXACT LOCATION OF THE RIGHT-OF-WAY OF THE EXISTING ROAD & CHERRY SPRINGS LANE.  
(2) DEED REFERENCE: TAX MAP 87 D.B.-219 PG.-114  
LOT #21 PARCEL 21.18  
LOT #22 PARCEL 21.19  
LOT #23 PARCEL 21.22







Tax office





STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES - DRINKING WATER UNIT  
William R. Snodgrass - Tennessee Tower  
312 Rosa L. Parks Avenue, 11<sup>th</sup> Floor  
Nashville, Tennessee 37243-1102

THIS REPORT TO BE SUBMITTED BY DRILLER WITHIN 60 DAYS AFTER  
COMPLETION OF DRILLING WATER WELL WITH REQUIRED FEE TO THE ABOVE ADDRESS.

OFFICE USE ONLY:

Well No.: \_\_\_\_\_  
Date Rec'd: \_\_\_\_\_  
Check # \_\_\_\_\_  
Amount Rec'd: \_\_\_\_\_  
Receipt #: \_\_\_\_\_ CD#: \_\_\_\_\_

TENNESSEE WATER WELL DRILLERS REPORT

PRINT OR TYPE ONLY

(1) LICENSEE  
Firm Name Yadkin Well Co. Inc. Lic. No. 1496  
Rig Operator Matthew Brown  
Driller Tag # DR132277

(2) WELL LOCATION  
County Johnson  
Driller Map No. \_\_\_\_\_ W X Y Z  
Number \_\_\_\_\_ Letter \_\_\_\_\_ Section \_\_\_\_\_  
OR  
Latitude 32° 24' 30" Longitude 81° 44' 60"  
Deg Min Sec Deg Min Sec  
Address 700 1st St SE Clark Springs  
City Tenn. Zip 37691  
\_\_\_\_\_ mile(s) (N) (E) (S) (W) of Tenn. LANDMARK

(3) TYPE OF WORK  
Date Drill rig left site: 12/12/2014  
New Well ☒ Deepen ☐ Rework ☐ Backfill & Abandon ☐

(4) WELL COMPLETION DATA  
Date Completed 12/12/2014 Static Level 150 Feet  
Total Depth 180 Feet Estimated Yield 5 GPM  
Depth to Bedrock 58 Feet

(5) WATER-BEARING ZONES  
DEPTH IN FT. GPM WATER QUALITY  
165-180 5 Good

(6) WELL TEST  
Tested By: Pumping ☐ Blowing ☒ Bailing ☐  
Static Level 150 Feet Pumping Level \_\_\_\_\_ After \_\_\_\_\_ Hour(s)  
Minute(s) At 5 GPM  
Development Time 75 Hour(s)

(7) FORMATION LOG  
DEPTH IN FT. FROM TO DESCRIPTION (DENOTE ROCK COLOR & TYPE OR CAVES)  
0 20 soil, brown sandstone  
20 25 water sand, light brown silt  
25 200 red rock, granite  
200 400 dark granite  
400 600 dark, light brown granite  
600 800 light rock, light granite

(9) WELL OWNER  
Name Tenn. Paga  
Or Company \_\_\_\_\_  
Address 145 Rock Mt. Rd  
City Runne State NC Zip 28607  
Phone # (336) 618-0334

(10) PROPOSED USE OF WELL  
Residential ☒ Commercial ☐ Industrial ☐ Monitor ☐ Test ☐  
Farm ☐ Irrigation ☐ Heat Pump ☐ Municipal ☐ Other ☐  
(Specify other) \_\_\_\_\_  
(11) PRIMARY CASING  
Diameter 6 1/2 Inches Top Set 12 Inches Above Ground  
From land Surface to 1.4 Feet Below Ground  
Type: Plastic ☐ Steel ☐ Galvanized ☒ Concrete ☐ Other ☐ None ☐  
Wall Thickness 0.154 or SDR # \_\_\_\_\_

(12) WELL FINISH  
Open Hole ☒ Screen ☐ Slotted or Perf. Pipe ☐  
From \_\_\_\_\_ Feet To \_\_\_\_\_ Feet  
If Screen, Plastic ☐ Metal ☐ Slot Size \_\_\_\_\_ Inches  
Gravel Pack From \_\_\_\_\_ Feet To \_\_\_\_\_ Feet

(13) BACK FILL MATERIAL  
Bentonite ☒ Portland Cement ☐ From 3 Feet to 10 Feet  
Cuttings 5 1.4 Sand \_\_\_\_\_  
Bentonite 0 15 Portland Cement \_\_\_\_\_  
Other (Specify) \_\_\_\_\_ Other (Specify) \_\_\_\_\_

(14) LINER CASING Yes ☐ No ☒  
Type: Plastic ☐ Steel ☐ Diameter \_\_\_\_\_ Inc  
From \_\_\_\_\_ Feet To \_\_\_\_\_ Feet  
Packers Installed? Yes ☐ No ☐  
Location \_\_\_\_\_ Feet and \_\_\_\_\_ Feet

(15) ANTICIPATED WATER QUALITY  
Clear ☐ Cloudy ☐ Dingy ☐ Muddy ☐  
Good ☐ Fair ☐ Bad ☐ Iron ☐ Sulfur ☐  
Gas ☐ Oil ☐ Salt ☐  
Other (Specify) \_\_\_\_\_

(16) GENERAL INFORMATION  
Well Cased: Yes ☒ No ☐ Well Cased: Yes ☒ No ☐



City Memphis Zip 37691  
1 mile(s) (N) (E) (S) (W) of Trinity  
LANDMARK

(3) TYPE OF WORK  
Date Drill rig left site: 12/12/2014  
New Well ☒ Deepen ☐ Rework ☐ Backfill & Abandon ☐

(4) WELL COMPLETION DATA  
Date Completed 12/12/2014 Static Level 150 Feet  
Total Depth 1003 Feet Estimated Yield 5 GPM  
Depth to Bedrock 58 Feet

(5) WATER-BEARING ZONES  
DEPTH IN FT. GPM WATER QUALITY  
140-100 5 Good

(6) WELL TEST  
Tested By: Pumping ☐ Blowing ☒ Bailing ☐  
Static Level 150 Feet Pumping Level        After        Hour(s)  
Minute(s) At 5 GPM  
Development Time 75 Hour(s)

(7) FORMATION LOG  
DEPTH IN FT. FROM TO DESCRIPTION (DENOTE ROCK COLOR & TYPE OR CAVES)  
0 20 soil brown sandstone  
20 25 reddish brown sandstone  
25 700 red dark granite  
700 400 dark granite  
400 1000 dark light brown granite  
1000 900 light brown & white quartz  
900 1003 light brown granite

(8) COMMENTS  
140-500  
Rt 44 @ 10.001

(11) PRIMARY CASING  
Diameter 6 3/4 Inches Top Set 12 Inches Above Ground  
From land Surface to 14 Feet Below Ground  
Type: Plastic ☐ Steel ☐ Galvanized ☒ Concrete ☐ Other ☐ None ☐  
Wall Thickness 0.154 or SDR #       

(12) WELL FINISH  
Open Hole ☒ Screen ☐ Slotted or Perf. Pipe ☐  
From        Feet To        Feet  
If Screen, Plastic ☐ Metal ☐ Slot Size        Inches  
Gravel Pack From        Feet To        Feet

(13) BACK FILL MATERIAL  
Bentonite ☒ Portland Cement ☐ From 3 Feet to 10 Feet  
From        To        From        To         
Cuttings 15 1.4 Sand         
Bentonite 0 15 Portland Cement         
Other (Specify)        Other (Specify)       

(14) LINER CASING Yes ☐ No ☒  
Type: Plastic ☐ Steel ☐ Diameter        Inches  
From        Feet To        Feet  
Packers Installed? Yes ☐ No ☐  
Location:        Feet and        Feet

(15) ANTICIPATED WATER QUALITY  
Clear ☐ Cloudy ☐ Dingy ☐ Muddy ☐  
Good ☒ Fair ☐ Bad ☐ Iron ☐ Sulfur ☐  
Gas ☐ Oil ☐ Salt ☐  
Other ☐ (Specify)       

(16) GENERAL INFORMATION  
Well Disinfected: Yes ☒ No ☐ Well Capped: Yes ☒ No ☐  
Well located greater than fifty feet from septic tank & field lines: Yes ☒ No ☐  
From information provide by:  
☐ Property Owner (provide written statement by owner)  
☒ Driller determination  
☐ Health Department  
Drilling process water obtained from:  
Well ☒ Springbox ☐ Public Supply ☐ Surface Supply ☐  
Pump Installed by Driller: Yes ☒ No ☐  
Variance Issued: Yes ☐ No ☒

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

Signature of Licensee: [Signature]

Distribution: White - Central Office Canary - Driller Pink - Homeowner