



# 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 4 PM

\*\*\* Bids at 4 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:**

+/- 0.87 acres; Lot 23 Cherry Springs Subdivision: Parcel ID: # 087 021.22

**Address:** 1135 Cherry Springs Ln., Trade, TN 37691

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, March 12<sup>th</sup>, 2026 at 4 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 and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\*



# Neighborhood

1135 Cherry Springs Ln.  
Trade, TN 37691



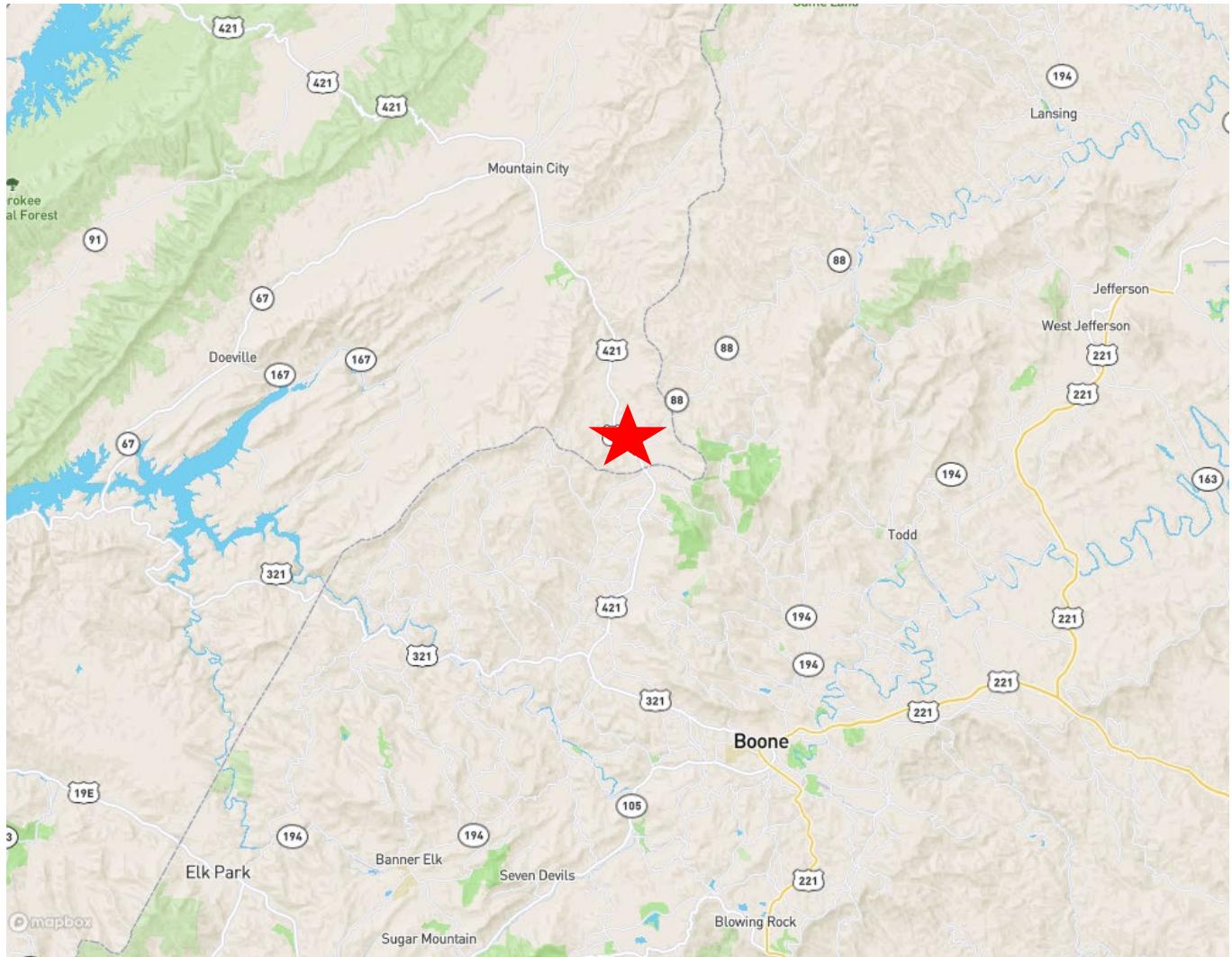


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## Auction Services

# Location

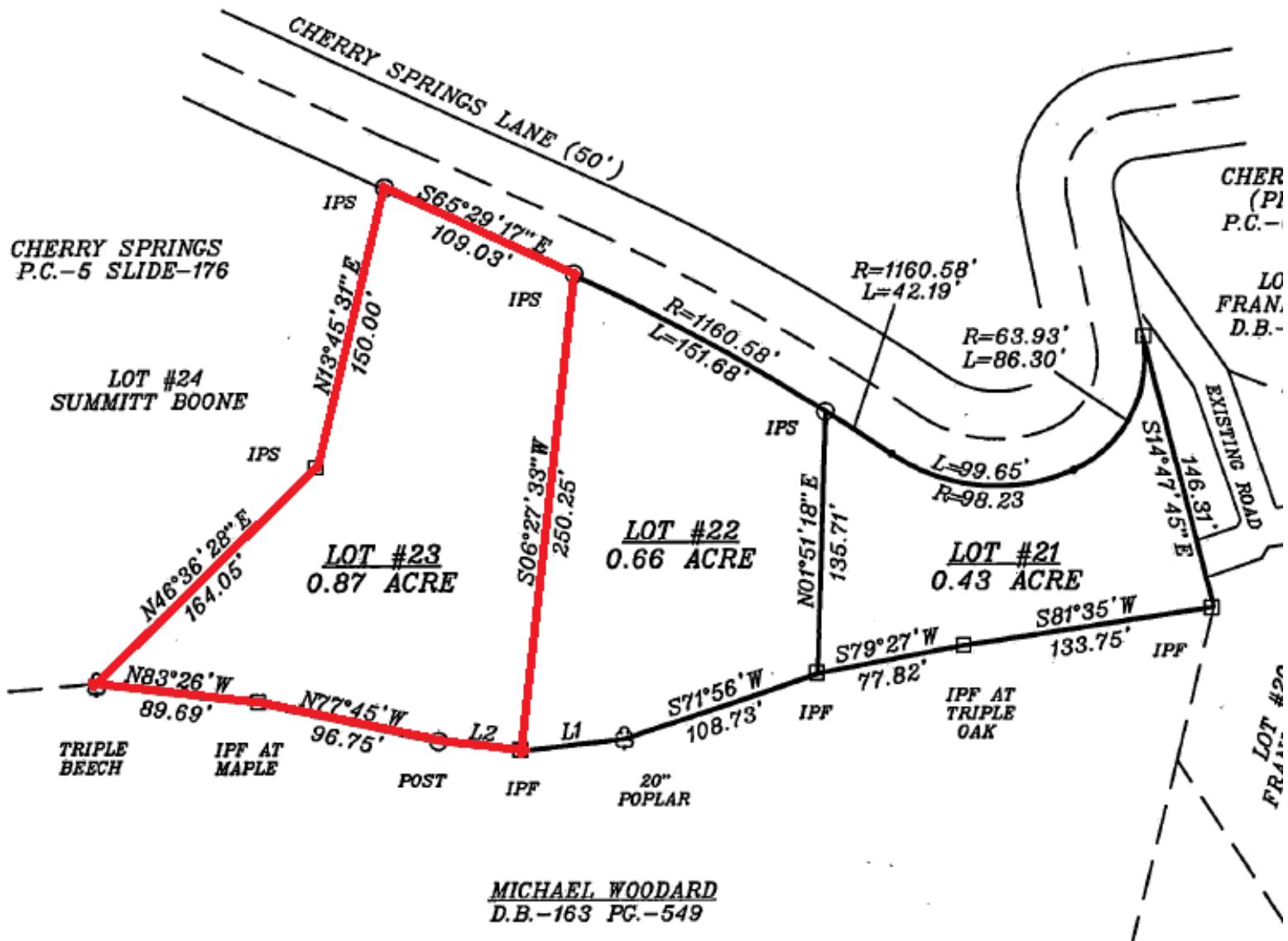
1135 Cherry Springs Ln.  
Trade, TN 37691





# Survey

## Auction Services



**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**

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

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.

*Tom K*  
 APPALACHIAN LAND SURVEY COMPANY

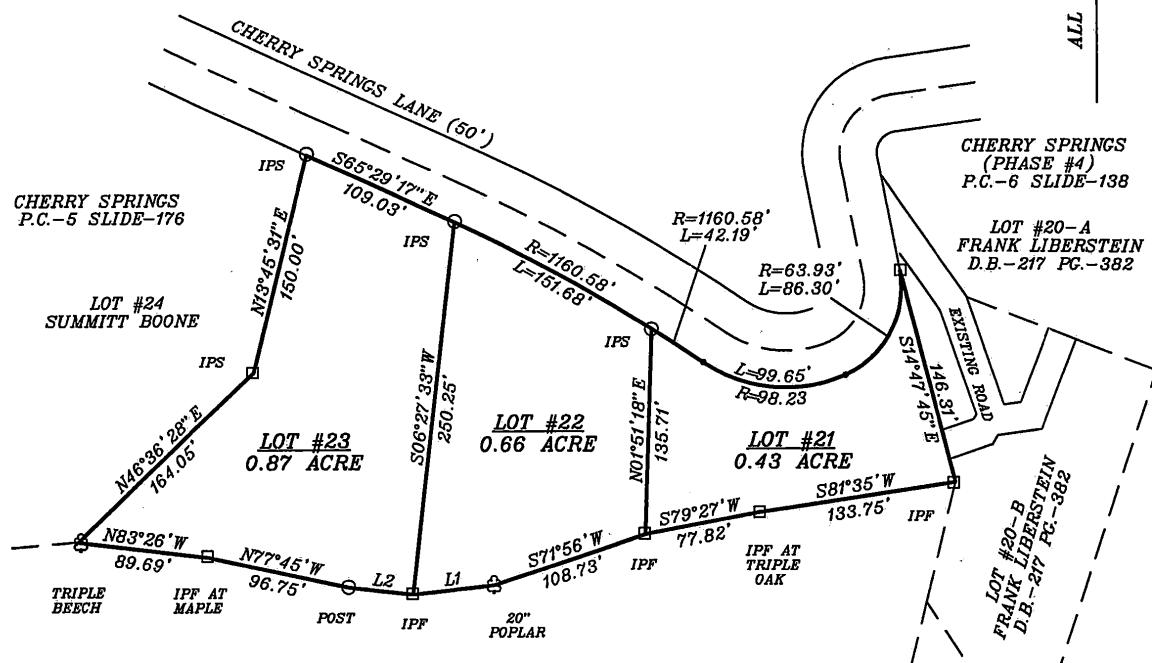
N



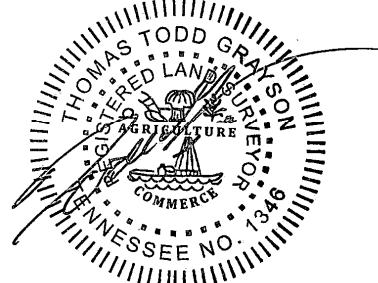
**SCALE**  
 0 50 100 200'

DEED NORTH

ALL BEARINGS ARE ORIENTED TO



**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

Johnson (046)  
Tax Year 2025 | Reappraisal 2021

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

Ctrl Map: 087  
Group: 021.22  
Parcel: 021.22  
Pl: 000  
SI: 000

### CHERRY SPRINGS LN 1135

#### Value Information

Land Market Value: \$17,100  
Improvement Value: \$0  
Total Market Appraisal: \$17,100  
Assessment Percentage: 25%  
Assessment: \$4,275

#### Subdivision Data

Subdivision: BK C5 PG S176 LOT 23  
Plat Book: C5  
Plat Page: S176  
Block: 23  
Lot: 23

#### Additional Information

##### General Information

Class: 00 - Residential  
City #: Special Service District 1: 000  
District: 09  
Number of Buildings: 0  
Utilities - Water/Sewer: 11 - INDIVIDUAL / INDIVIDUAL  
Utilities - Gas/Gas Type: 00 - NONE

#### 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: 0.87	Calculated Acres: 0	Total Land Units: 0.87	Soil Class	Units
Land Code: 03 - SMALL TRACT				0.87

Sale Information						Qualification
Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	
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

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.**

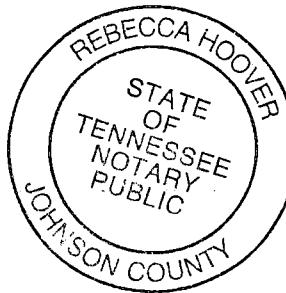
I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$80,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Amé 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:

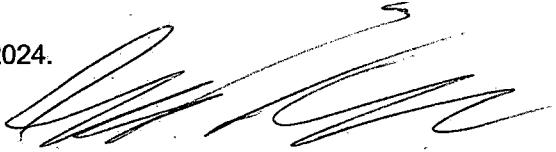
The Michael James Novatka Revocable Trust  
Dated April 23, 2018, Amended and Restated July 29, 2022, Amended and Restated January 31, 2023

By:   
Michael James Novatka, Trustee

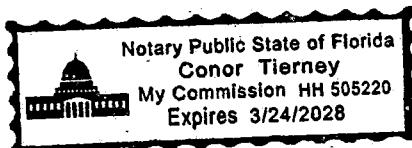
STATE OF Florida  
COUNTY OF Palm Beach

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: 08/24/2024



**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 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, 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.

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

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.

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

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*  
HAROLD DEAN ROARK  
*Peggy A. Roark*  
PEGGY A. ROARK

STATE OF TENNESSEE:  
COUNTY OF JOHNSON:

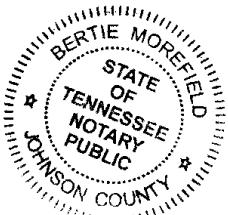
Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, HAROLD DEAN ROARK and, wife, PEGGY A. ROARK, the within named Declarants with whom I am personally acquainted and who acknowledge that they executed the foregoing Instrument for the purposes therein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

WITNESS my hand and official seal at Mountain City, Tennessee this 5<sup>th</sup> day of November, 2006.

*Bertie Morefield*  
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

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

**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:**

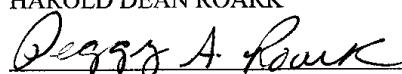
That the parties hereto are the owners of certain real estate situate and being in the Ninth Civil District of Johnson County, Tennessee, being that property as was conveyed to them by deed of Alfred Trepanier, Trustee, George DeLaura and Tammy DeLaura by deed bearing date of March 14, 2006, of record 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 97, 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:

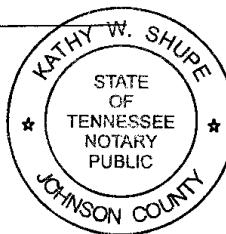
Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named bargainors, HAROLD DEAN ROARK and wife, PEGGY A. ROARK, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that 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
<b>TOTAL AMOUNT 17.00</b>

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 1:100 AS SHOWN HEREON.

*Tommy*  
 APPALACHIAN LAND SURVEY COMPANY

LEGEND	
○	IRON PIN SET
□	IRON PIN FOUND
△	MONUMENT FOUND
•	UNMARKED POINT
◎	TREE CORNER
—	ADJOINER'S PROPERTY LINES
—	ROADS
-X-	FENCE
—	STREAMS

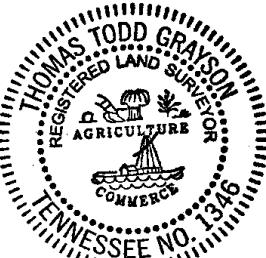
ALL BEARINGS ARE ORIENTED TO  
 MAGNETIC NORTH 1985

CERTIFICATE OF OWNERSHIP AND DEDICATION  
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT I WILL FURTHER ADOPT THIS PLAN OF SUBDIVISION, WHICH IS FOR THE PURPOSE OF SUBDIVIDING THE PROPERTY INTO BUILDING SUBDIVISION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

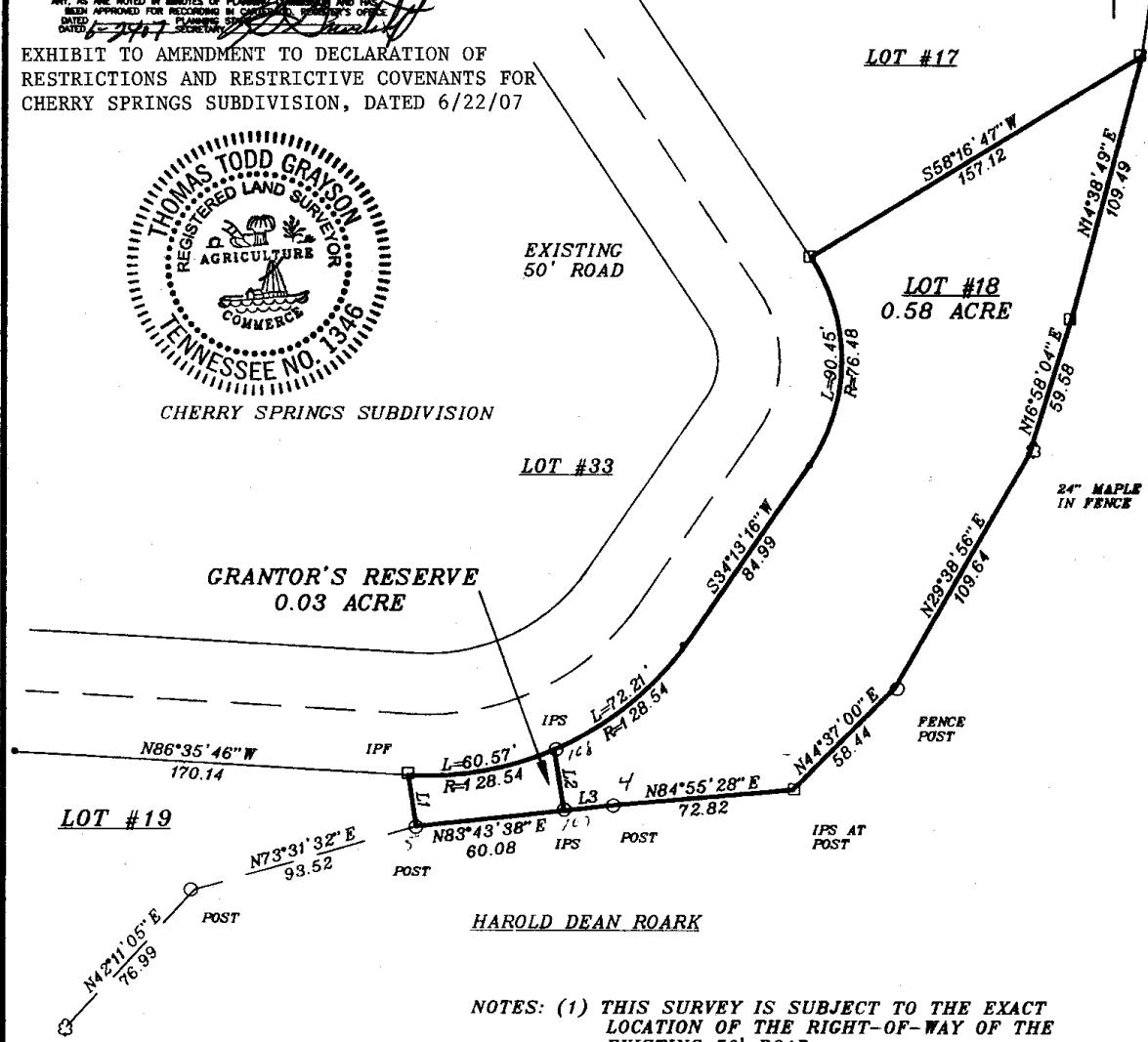
*H. D. Roark*  
 Dated 6-26-07  
 Owner(s)  
 Roger A. Roark

CERTIFICATE OF APPROVAL FOR RECORDING  
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR CHERRY SPRINGS SUBDIVISION, AND IS APPROVED FOR RECORDING IN THE RECORDS OF THE COUNTY OF JOHNSON, TENNESSEE, AND HAS BEEN APPROVED FOR RECORDING IN THE RECORDS OF THE RECORDS OFFICE DATED 6/22/07.

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



CHERRY SPRINGS SUBDIVISION



# SAMPLE

## PURCHASE AND SALE AGREEMENT

1. Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable consideration,  
2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer  
3 ("Buyer") agrees to buy and the  
4 undersigned seller Teresa Page AND James Page ("Seller")  
5 agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:  
6 All that tract of land known as: 1135 Cherry Springs Ln.  
7 (Address) Trade Johnson (City), Tennessee, 37691 (Zip), as recorded in  
8 County Register of Deeds Office, 597 deed book(s), 600 page(s),  
9 and/or instrument number and as further described as:  
10 1/0.87 acres; Parcel ID: 087-021.22; Lot 23 Cherry Springs Subdivision together with all  
11 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."  
12 A. INCLUDED as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans;  
13 permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm  
14 doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-  
15 to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace  
16 doors and attached screens; all security system components and controls; garage door opener(s) and all (at least       )  
17 remote controls; any wired electric vehicle wall charging stations; swimming pool and its equipment; awnings;  
18 permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball  
19 goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets) but excluding flat screen  
20 TVs; antennae and satellite dishes (excluding components); central vacuum systems and attachments; and all  
21 available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including  
22 mailboxes and/or amenities.  
23 B. Other items that REMAIN with the Property at no additional cost to Buyer:  
24 Washer/Dryer; Electric Range; Microwave; Refrigerator; Dishwasher;  
25 Gas Logs  
26 C. Items that SHALL NOT REMAIN with the Property:  
27 Furniture & Personal Property NOT affixed  
28 D. LEASED ITEMS: Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel  
29 tank, etc.): 1 propane tank leased by Marsh Propane.  
30 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in  
31 full by Seller at or before Closing.  
32  Buyer does not wish to assume a leased item. (THIS BOX MUST BE CHECKED IN ORDER FOR IT TO  
33 BE A PART OF THIS AGREEMENT.)  
34 Buyer does not wish to assume Seller's current lease of \_\_\_\_\_;  
35 therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.  
36 E. FUEL: Fuel, if any, shall be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.  
37 2. Purchase Price, Method of Payment and Closing Expenses. Buyer warrants that, except as may be otherwise provided  
38 herein, Buyer shall at Closing have sufficient cash to complete the purchase of the Property under the terms of  
39 this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is: \$ \_\_\_\_\_,  
40 U.S. Dollars, ("Purchase Price") which  
41 shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:  
42 i. a Federal Reserve Bank wire transfer;  
43 ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR  
44 iii. other such form as is approved in writing by Seller.  
45 A. Financial Contingency – Loan(s) To Be Obtained. This Agreement is conditioned upon Buyer's ability to obtain  
46 a loan(s) in the principal amount up to \_\_\_\_\_ % of the Purchase Price listed above to be secured by a deed of trust  
47 on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein

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# SAMPLE

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

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

56  Conventional Loan  FHA Loan; attach addendum  
57  VA Loan; attach addendum  Rural Development/USDA

58  Other Not Subject to financing

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

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

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

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

86  B. **Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)**  
87 (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves  
88 the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner:

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

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

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

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

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# SAMPLE

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

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

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

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

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

120 **D. Closing Expenses.**

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

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

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

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

147 **Purchaser**

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

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

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

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156 user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

## SAMPLE

**Closing Agency for Seller & 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):

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

219            Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller  
220           at time of closing.

221           **D. Special Assessments.** Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at  
222           or prior to Closing unless otherwise agreed as follows:

224           **E. Warranties Transfer.** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any  
225           manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by  
226           their terms may be transferable to Buyer.

227           **F. Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related  
228           administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the  
229           transfer of Property and/or like expenses which are required by the association, property management company and/or  
230           the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless  
231           specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

232           **5. Title and Conveyance.**

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

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

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

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

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

255           **B. Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 2, Part 3 and is not a prohibited foreign party**  
256           **or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in**  
257           **Tennessee pursuant to the statute.**

258           **C. Deed. Name(s) on Deed to be:** \_\_\_\_\_ It  
259           is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer  
260           holds title.

261           **D. Association Lien Payoff.** In the event the Property is subject to mandatory association assessments or other fees,  
262           which may impose a lien, Seller shall cause to be delivered to Buyer or Buyer's Closing Agent not later than seven  
263           (7) days before Closing a lien payoff, estoppel letter or a statement of account reflecting that the account relating to  
264           the Property is current or setting forth the sum due to bring the account current.

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

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

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

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

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

276 8. Inspections.

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

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

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

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

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

313 In said notice Buyer shall either:

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

318 OR

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

321 OR

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

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

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

337 (1) Seller and Buyer enter into a Repair/Replacement Amendment or written equivalent(s);  
338 OR  
339 (2) Buyer provides written notice to Seller that Buyer is accepting Property "AS IS";  
340 OR  
341 (3) Seller and Buyer enter into a written amendment extending the Resolution Period.

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

346  **E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**  
347 Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this  
348 Section 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

426      **Home Protection Plan waived.**

427     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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480        **K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution,  
481        incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).

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

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

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

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

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

503  
504  
505        **21. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:

506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517        **22. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not  
518        countered or accepted by 5 o'clock  a.m.  p.m.; on the 13<sup>th</sup> day of March, 2020.

519  
520        **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have any  
521        questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is  
522        authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

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

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

533 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
534 Offer Date

**BUYER**

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

535 Seller hereby:

- ACCEPTS** – accepts this offer.
- COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
- REJECTS** – rejects this offer and makes no counter offer.

539 **SELLER**

541 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
542 Date

**SELLER**

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

543 Acknowledgement of Receipt. \_\_\_\_\_ hereby acknowledges receipt of the final accepted offer  
544 on \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm, and this shall be referred to as the Binding Agreement Date for  
545 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 Big6 Properties  
Firm Address: 153 NC-16, 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: 1135 Cherry Springs Lane, Trade, TN 37691  
 2 Seller: James R Page + 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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45 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as  
 46 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive  
 47 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has  
 48 ever been moved from an existing foundation to another foundation.

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

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

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

63 The undersigned Seller of the property described as 1135 Cherry Springs Lane Trade TN does  
 64 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as  
 65 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209  
 66 for the following reason(s):

- 67    This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration  
 68 of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a  
 69 bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 70    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  
 71 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who  
 72 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired  
 73 the real property by a deed in lieu of foreclosure.
- 74    This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship  
 75 or trust.
- 76    This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to  
 77 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy  
 78 in common and the transfer shall be made from one (1) or more of the owners to another owner or co-owners holding  
 79 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 80    This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 81    This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 82    This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity  
 83 of one (1) or more of the transferors.
- 84    This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 85    This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 86    This is a transfer of any property sold at public auction.
- 87    This is a transfer of any property where the owner has not resided on the property at any time within three (3) years  
 88 prior to the date of transfer.
- 89    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  
 90 of foreclosure or by a quitclaim deed.

91 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior  
 92 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever  
 93 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or  
 94 soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment  
 95 and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.  
 96 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and  
 97 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 performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
100	If yes, results of test(s) and/or rate(s) are attached.			
101	3. Has any residence on this property ever been moved from its original foundation to another foundation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
102	4. Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
103	5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map."	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
104	6. Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If yes, Buyer may have a future obligation to connect to the public sewer system.	<input type="checkbox"/>		
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122	Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore, the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.			
123				
124				
125				
126	If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.			
127				
128				
129	The party(ies) below have signed and acknowledge receipt of a copy.			
130	<i>Teresa W. Page</i>	<i>James R. Page</i>		
131	<b>SELLER</b>	<b>SELLER</b>		
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		
134	The party(ies) below have signed and acknowledge receipt of a copy.			
135				
136	<b>BUYER</b>	<b>BUYER</b>		
137	01/28/2026, 05:47:03 PM EST	01/28/2026, 06:25:49 PM EST		
138	at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm		

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## WORKING WITH A REAL ESTATE PROFESSIONAL

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

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

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

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

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

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Version 01/01/2025

41      **Responsibilities of Sellers and Buyers regarding presence of Recording Devices:**42      Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices  
43      while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related  
44      to their actions.45      Buyer is advised of the possibility that some properties may utilize security devices that record physical movements  
46      or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition  
47      while viewing any property.**AN EXPLANATION OF TERMS**48      **Facilitator/Transaction Broker (not an agent for either party).** The Licensee is not working as an agent for either party in  
49      this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be  
50      considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of,  
51      "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a  
52      written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time  
53      as an agency agreement is established.]54      **Agent for the Seller.** The Licensee's company is working as an agent for the property seller and owes primary loyalty to the  
55      seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and  
56      licensee's company are legally bound to work in the best interests of any property owners whose property is shown to this  
57      prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.58      **Agent for the Buyer.** The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the  
59      buyer, and shall work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be  
60      established without a written buyer agency agreement.61      **Disclosed Dual Agent (for both parties).** Refers to a situation in which the Licensee has agreements to provide services as  
62      an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency  
63      status may only be employed upon full disclosure to each party and with each party's informed consent.64      **Designated Agent for the Seller.** The individual Licensee that has been assigned by the Managing Broker and is working as  
65      an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other licensees in  
66      licensee's company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's property, the  
67      Designated Agent for the Seller shall continue to work as an advocate for the best interests of the Seller or property owner. An  
68      agency relationship of this type cannot, by law, be established without a written agency agreement.69      **Designated Agent for the Buyer.** The individual Licensee that has been assigned by the Managing Broker and is working as  
70      an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in the company. Even  
71      if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the Designated Agent  
72      for the Buyer shall continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type  
73      cannot, by law, be established without a written agency agreement.74      **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a  
75      negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or  
76      present a significant health risk to occupants of the property.77      **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information  
78      revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee  
79      disclosed an agency relationship with that other party. AFTER the Licensee discloses that licensee has an agency relationship  
80      with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other  
81      party.82      Teresa W. Page      01/28/2026, 05:47:03 PM EST  
83       BUYER /  SELLER      Date  
84      Sharon Roseman      1-22-2026  
85      Real Estate Licensee      Date82      James R. Page      01/28/2026, 06:25:49 PM EST  
83       BUYER /  SELLER      Date  
84      Bigle Properties      1/22/2026  
85      Real Estate Company      Date86      **NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading  
87      and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree  
88      and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction  
89      with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the  
90      responsibility of the member to use the most recent available form.**91      This form is copyrighted and may only be used in real estate transactions in which Sharon C Roseman is involved as a Tennessee REALTORS® authorized  
92      user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

## DISCLAIMER NOTICE

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

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

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

45       **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND**  
 46       **ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or  
 47       private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary  
 48       survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc.,  
 49       clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys,  
 50       plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

51       **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,  
 52       covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental  
 53       repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected  
 54       use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before  
 55       committing to a property or provide for this contingency in your Purchase and Sale Agreement.

56       **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The  
 57       availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,  
 58       electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified  
 59       by the appropriate sources in writing (including but not limited to fire protection). You should have a  
 60       professional check access and/or connection to public sewer and/or public water source and/or the condition of  
 61       any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual  
 62       number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained  
 63       in the file for the property maintained by the appropriate governmental permitting authority. If the file for this  
 64       property cannot be located or you do not understand the information contained in the file, you should seek  
 65       professional advice regarding this matter. For unimproved land, septic system capability can only be  
 66       determined by using the services of a professional soil scientist and verifying with the appropriate governmental  
 67       authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to  
 68       accommodate the size home that you wish to build.

69       **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you  
 70       have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or  
 71       run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding  
 72       may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper  
 73       governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation  
 74       certificates, flood zones, and flood insurance requirements, recommendations and costs.

75       **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed  
 76       condemnation proceedings or similar matters concerning any portion of the property with the State, County and  
 77       city/town governments in which the property is located. Condemnation proceedings could result in all or a  
 78       portion of the property being taken by the government with compensation being paid to the landowner.

79       **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently  
 80       confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other  
 81       school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate  
 82       sources in writing.

83       **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**  
 84       You should consult with local, state and federal law enforcement agencies for information or statistics regarding  
 85       criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location  
 86       of sex offenders in a given area.

87       **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any  
 88       legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or  
 89       any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not**  
 90       legal or tax experts, and therefore cannot advise you in these areas.

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

104 **17. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any  
 105 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a  
 106 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers  
 107 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You  
 108 are advised to contact several sources and independently investigate the competency of any inspector,  
 109 contractor, or other professional expert, service provider or vendor and to determine compliance with any 1  
 110 licensing, registration, insurance and bonding requirements in your area.

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

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

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

126 *Teresa W. Page*  
 127 **CLIENT/CUSTOMER**

128 01/28/2026, 05:47:03 PM EST  
 129 at \_\_\_\_\_ o'clock  am/  pm  
**Date**

*James R. Page*  
 126 **CLIENT/CUSTOMER**

127 01/28/2026, 06:25:49 PM EST  
 128 at \_\_\_\_\_ o'clock  am/  pm  
**Date**

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## WIRE FRAUD WARNING

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

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

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

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

12     TWP Initials JRP Initials

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

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

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

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

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

39     Teresa W. Page

39     James R. Page

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

40     Buyer or Seller

40     Buyer or Seller

40     Date

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

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## COVID-19 RELEASE

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

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

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

13 **After carefully considering all the potential risks involved, I hereby assume the same and agree to release,  
 14 hold-harmless, indemnify, and defend United County Real Estate Bigle Properties + Blue Ridge  
 15 Land + Auction  
 16 (Brokerage name) and its licensees, employees, officers, agents, contractors and vendors from and against,  
 17 all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-  
 18 19, associated with me either viewing and/or inspecting property occupied by others, or allowing others to  
 enter property which I own.**

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

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

20 Teresa W. Page 01/28/2026, 05:47:03 PM EST  
 21 **SELLER/OWNER/BUYER/TENANT**  
 22 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
 23 **Date**

James R. Page 01/28/2026, 06:25:49 PM EST  
**SELLER/OWNER/BUYER/TENANT**  
 \_\_\_\_\_ 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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## WATER SUPPLY AND WASTE DISPOSAL NOTIFICATION

1 Name of Buyer(s) \_\_\_\_\_  
 2 Property Address 1135 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.

6 **1. WATER SUPPLY**

7 **A. Source**

- 8 1. Is there a Well?
- 9 2. Is there a Spring?
- 10 3. Is there a Cave?

11 **D. Quantity**

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

14 **B. Ownership/Rights**

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

18 **E. Quality**

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

22 **C. Source Location**

- 23 1. Is it on the property being purchased? If not, where?
- 24 2. Is it recorded?

25 **2. WASTE DISPOSAL**

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

31 **A. Location**

- 32 1. Where are the tank and field lines?
- 33 2. Are there multiple systems? Where are they? Are they in working order?

34 **B. System Specifics**

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

39 **C. Types**

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

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

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

46 **BUYER**

47 **BUYER**

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

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

50 **Date**

51 **Date**

52 *NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading  
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 55 with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the  
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 58 user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

## COMPENSATION AGREEMENT BETWEEN LISTING & BUYER BROKER

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

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

5 Listing Broker (Firm Name) Bigle Properties / United Country Blue Ridge Land + Auction  
 6 Listing Firm Address: 153 N& 160 N Taylorsville NC / 102 S. Locust St. Floyd VA

7 Buyer Broker (Firm Name): \_\_\_\_\_  
 8 Buyer Broker Firm Address: \_\_\_\_\_

9 Buyer Broker shall receive the following compensation: \$ \_\_\_\_\_ or 2 % of the purchase price of the Property.  
 10 In addition, this Agreement is subject to the following terms and conditions: high bid Auction Price

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®.

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

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

31 <b>By: Broker or Licensee Authorized by Broker</b> 32 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 33 Date _____ 34 PRINT/TYPE NAME _____	35 <b>LISTING BROKER/FIRM</b> 36 _____ ADDRESS: _____ PHONE: _____ Email: _____
--	---

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

38 <b>By: Broker or Licensee Authorized by Broker</b> 39 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 40 Date _____ 41 PRINT/TYPE NAME _____	42 <b>BUYER BROKER/FIRM</b> 43 _____ ADDRESS: _____ PHONE: _____ Email: _____
--	---

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**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: JohnsonAddress: Cherry SpringsCity: Trade

Subdivision:

Lot #: 23Map: 087 Group: \_\_\_\_\_ Parcel: 021.18

Installed by: \_\_\_\_\_

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" LSeptic Tank Manufacture: InfiltratorVolume (gal): 1,000Effluent 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: \_\_\_\_\_

Jesse Pace12/17/2024

DWR Staff

Date

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



Issued To: Page, Teressa  
Location: TBD Cherry Springs Lane  
Trade, TN 37691  
Map: 087 / Parcel: 021.22

Inspector: Jesse Pace   
Date: 12/17/2024

General Notes:

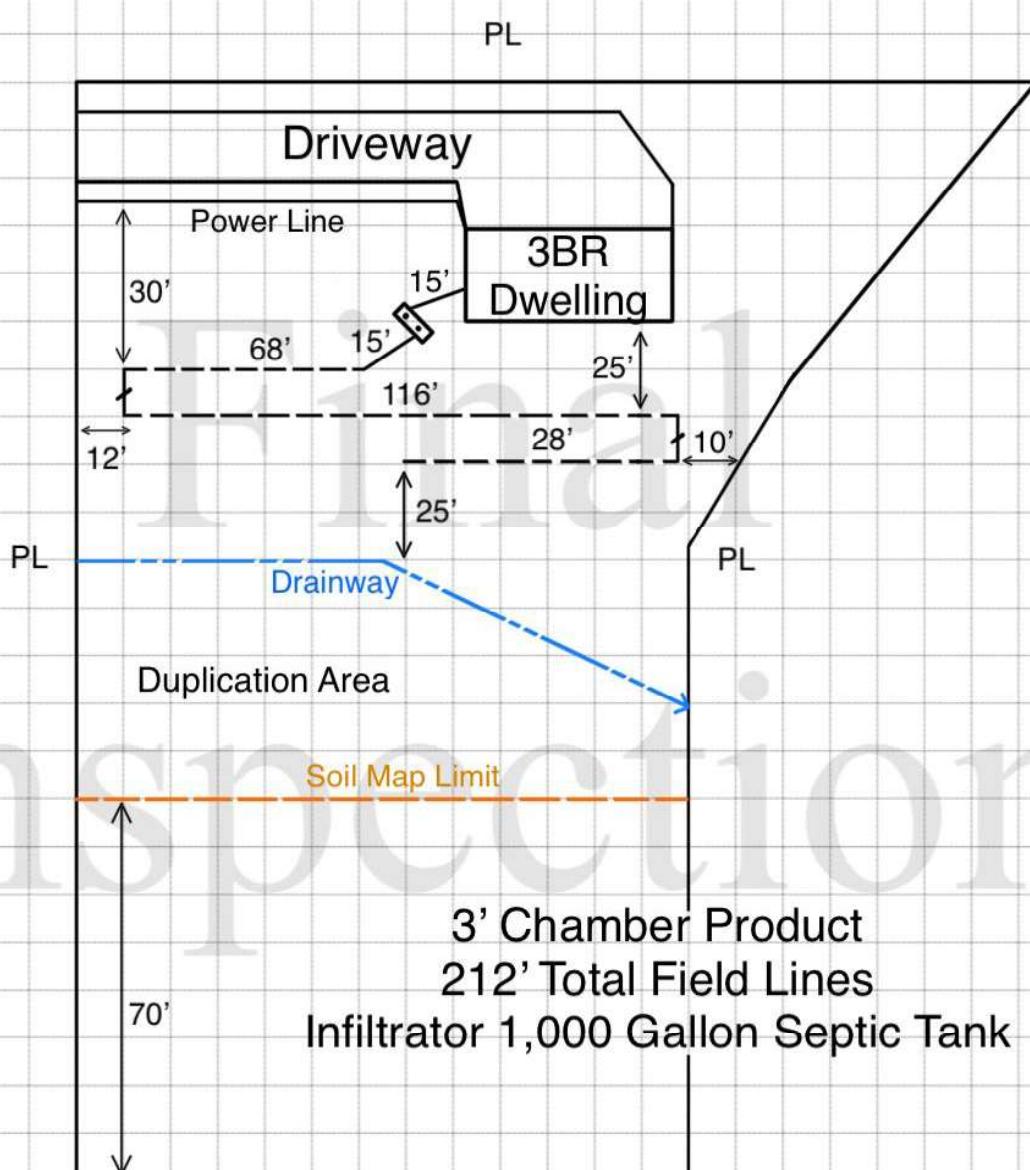
- Please refer to the subsurface sewage disposal system details on the first page of the Certificate of Completion.
- Questions regarding the Certificate of Completion should be directed to the local Division of Water Resources representative.

The Subsurface Sewage Disposal System is Approved For:

(  ) Residential: # of Bedrooms: 3BR

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

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





## TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

## DIVISION OF WATER RESOURCES

## CERTIFICATE OF COMPLETION OF A SUBSURFACE SEWAGE DISPOSAL SYSTEM

Address to: Teresa Page

## Location:

County: JohnsonAddress: Cherry SpringsCity: TradeSubdivision: Cherry SpringsLot #: 22Map: 087 Group: \_\_\_\_\_ Parcel: 021.19Installed 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

*V0x72*

## 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" LSeptic Tank Manufacture: InfiltratorVolume (gal): 1,000Effluent 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 Staff11/21/2024

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 *J. W. Wise*  
 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\*

**N**

**V**

**PL**

*Proposed Driveway*

**PL**

**3BR**

52'

14'

**PL**

Duplication Area  
 by Pump

22'

64'

68'

80'

*PL*

*Cherry Springs Ln.*

**Page 2**

**\*Not to Scale**

RDA 2403







TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES

**PERMIT FOR CONSTRUCTION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM**

Issued to: <u>Teresa Page</u>	Evaluation Based Upon:	Type of System:
Location: County: <u>Johnson</u> Address: <u>Cherry Springs</u> City: <u>Trade</u>	(X) 1. Soil Typing by Soil Scientist ( ) a. General (X) b. High Intensity ( ) c. Extra High Intensity ( ) 2. Soil Percolation Test ( ) 3. Environmental Scientist Estimated Absorption Rate: <u>45</u> MPI	(X) 1. Conventional ( ) 2. Modified Conventional (X) 3. Conventional System Substitute (X) Chamber (X) Expanded Polystyrene (X) Large Diameter Gravelless Pipe Gravel backfill in a 24 in. wide trench required? <u>No</u>
Subdivision: Lot #: <u>23</u>	✓OK23	
Map: <u>087</u> Group: <u> </u> Parcel: <u>021.18</u>		
<b>Installation:</b> (X) 1. New Installation ( ) 2. Repair to Existing System ( ) 3. System Modification ( ) 4. Large System	<b>Approval Based Upon: State No. <u>T.C.A. 68-221-403</u></b>	
<b>Establishment:</b> (X) 1. Residential: # Bedrooms <u>3</u> ( ) 2. Other: _____ Gal/Day: _____	( ) (c) Percolation Test ( ) (d) Grandfather Clause - Current standards except those specified ( ) (f) 12" (karst) and 6" (non-karst) buffer required (X) Soil Map	( ) (i) 9" Buffer required (24" - 36" total soil depth) ( ) (k) Grandfather Clause - Meets June 30, 1990, standards (repair only) (X) Current Standards ( ) Other: _____
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>Also Required:</b> ( ) 1. Soil Improvement Practice (SIP) ( ) Curtain Drain ( ) Drawdown Drain ( ) Interceptor Drain ( ) 2. Flow Diversion Valve ( ) 3. Sewage Pump Pump Flow Rate (gpm): _____ ·TDH (ft): _____ ( ) 4. Single Compartment Pump Tank, Volume (gal): _____ ( ) 5. Other: _____
SIP Depth (in): _____ SIP Length (ft): _____		
SIP Comments:		
General Comments:		

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

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 6' BETWEEN TRENCHES  
 STAY 10' FROM PROPERTY LINES, WATER LINES, AND UTILITIES.

Inspector: Jackson Wise, ES2 J.W.  
 Date: 07/16/2024

900+ gallon tank  
 300' total at 24-48" depth  
 45 mpi

\*SEE SOIL MAP  
 AND ALL  
 ATTACHMENTS\*

Proposed Driveway

100'

10'

PL

N

V

Proposed  
 3BR  
 (30x30)

300' total

10'

PL

PL

25+

Duplication  
 Area by Pump

175'

140'

Soil Map Limit

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 37243-110

## APPLICATION FOR WATER RESOURCES SERVICES

APPLICANT  
COMPLETE QUESTIONS

## 1. Service Requested (Check Service)

 Septic System Construction Permit Dwelling

Fees Due

\$ 400.00 PAID

 Commercial: gdp

\$ \_\_\_\_\_

 System Modification

\$ \_\_\_\_\_

 Repair

\$ \_\_\_\_\_

 Conventional Construction Inspection

\$ 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:

Names: Michael Novatka

## APPLICANT:

Address: PO BoxNames: Teresa PageNorth Palm Beach, Florida 33408Address: 145 Rocky Mtn RdDay Phone: 5615687861

Boone, Tennessee 28607

Original Owner: Michael NovatkaDay Phone: 3366180334

## 3. LOCATION OF LOT OR SITE:

a) Subdivision Name: Cherry Springs

## Site Address:

Address: Cherry SpringsTrade, Tennessee 37691Lot # .21b) In a subdivision? Yes

Give specific directions and address to the lot or site

Parcel .021.18421 North past TN/NC state line  
turn right into Cherry SpringsPlease 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 youc) Tax Map .087

## FOR SSDS PERMIT

## 4. ONLY:

a) Size of lot \_\_\_\_\_

b) Number of Bedrooms 3 \_\_\_\_\_

Bedrooms Added \_\_\_\_\_

c) How many occupants? \_\_\_\_\_

d) Excavated Basement? Yes  No e) Basement Plumbing Fixtures? Yes  No 

f) Amount of water used monthly (gallons) \_\_\_\_\_

g) Water Supply: Public Well  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 \_\_\_\_\_

Inspected

d) Date of previous repairs \_\_\_\_\_

Surfacing on the ground?

e) Is wastewater "backing up" into plumbing fixtures? \_\_\_\_\_

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? \_\_\_\_\_

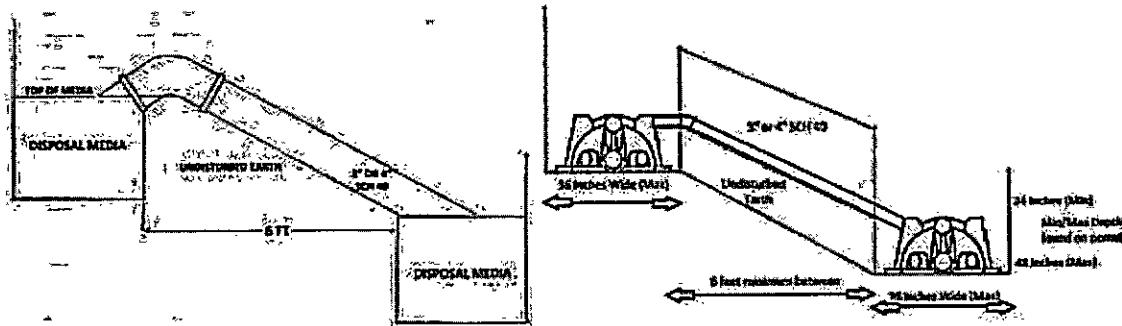
d) For Wells: Is the casing 6" above the ground? \_\_\_\_\_ Is a sanitary seal on the casing? \_\_\_\_\_

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, 2024SIGNATURE: Teresa Winkler PageAMOUNT PAID: 500.00RECEIPT NUMBER: 3873038289

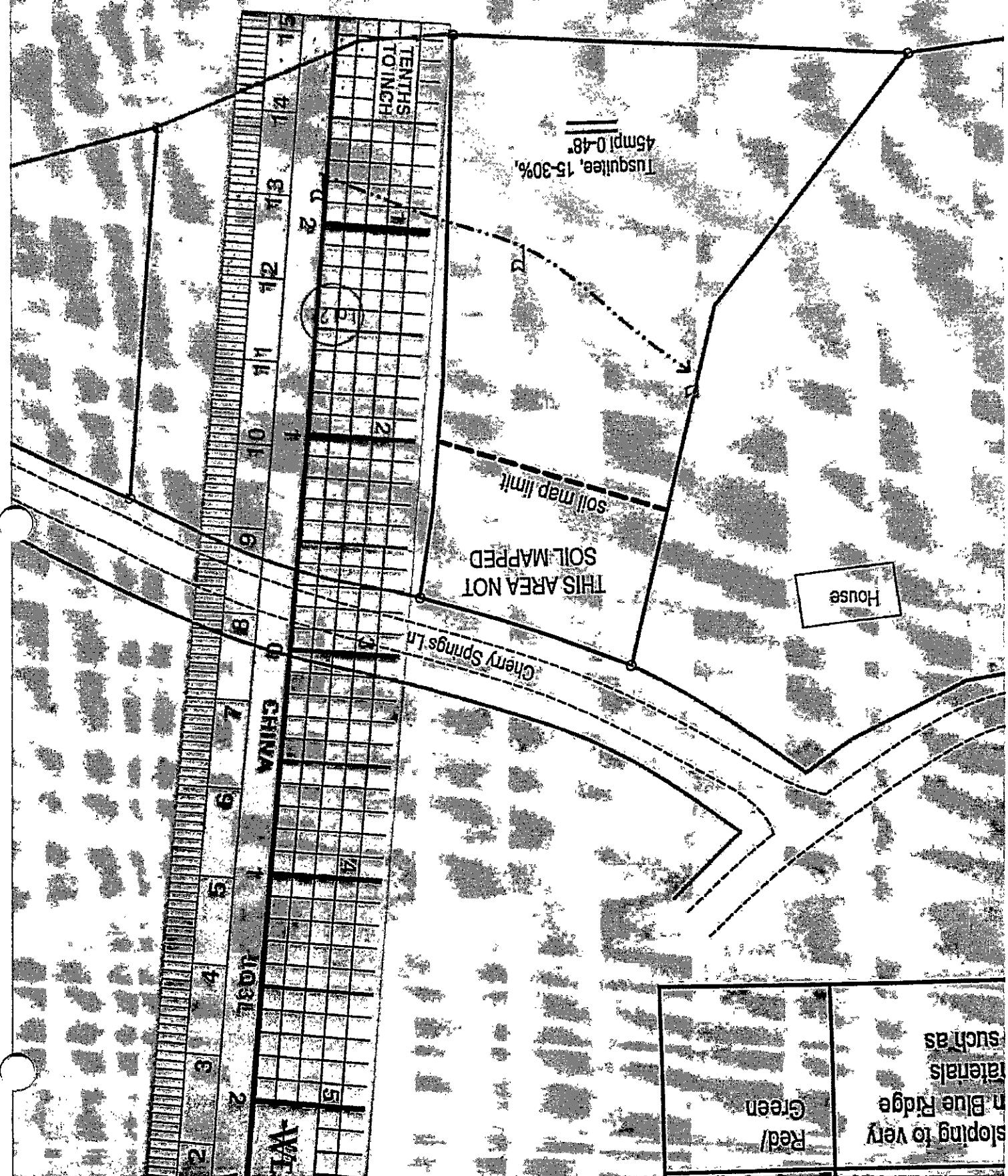
## INSTALLATION NOTES:

- 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://tdec.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 18inches 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 18inches 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.

MAPTED) AFTER THE DATE SHOWN BELOW, THIS



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: Teressa 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 developed soils on steep benches, foot slopes, toe slopes, and fans in the mountains, MLRA 130B. These soils formed in coarse material weathered from igneous and high-grasde metamorphic granite, mica gneiss, hornblende gneiss, and schist.



HIGH INTENSITY SOILS MAP BY:

Kenton M. Brotherton

Tennessee Licensed Professional Soil Scientist

No. 0012

IWS, Inc.

3675 Brown Springs Road

Greeneville, TN 37743

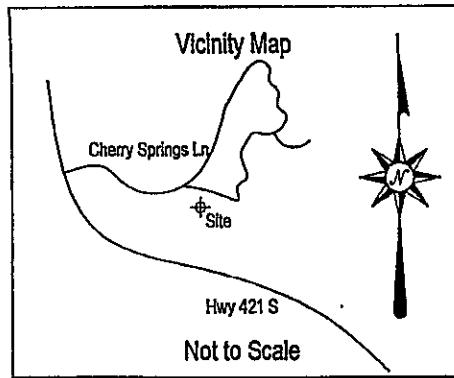
(423) 620-0036

IF THESE SOILS ARE DISTURBED (CUT, FILED, ETC.)

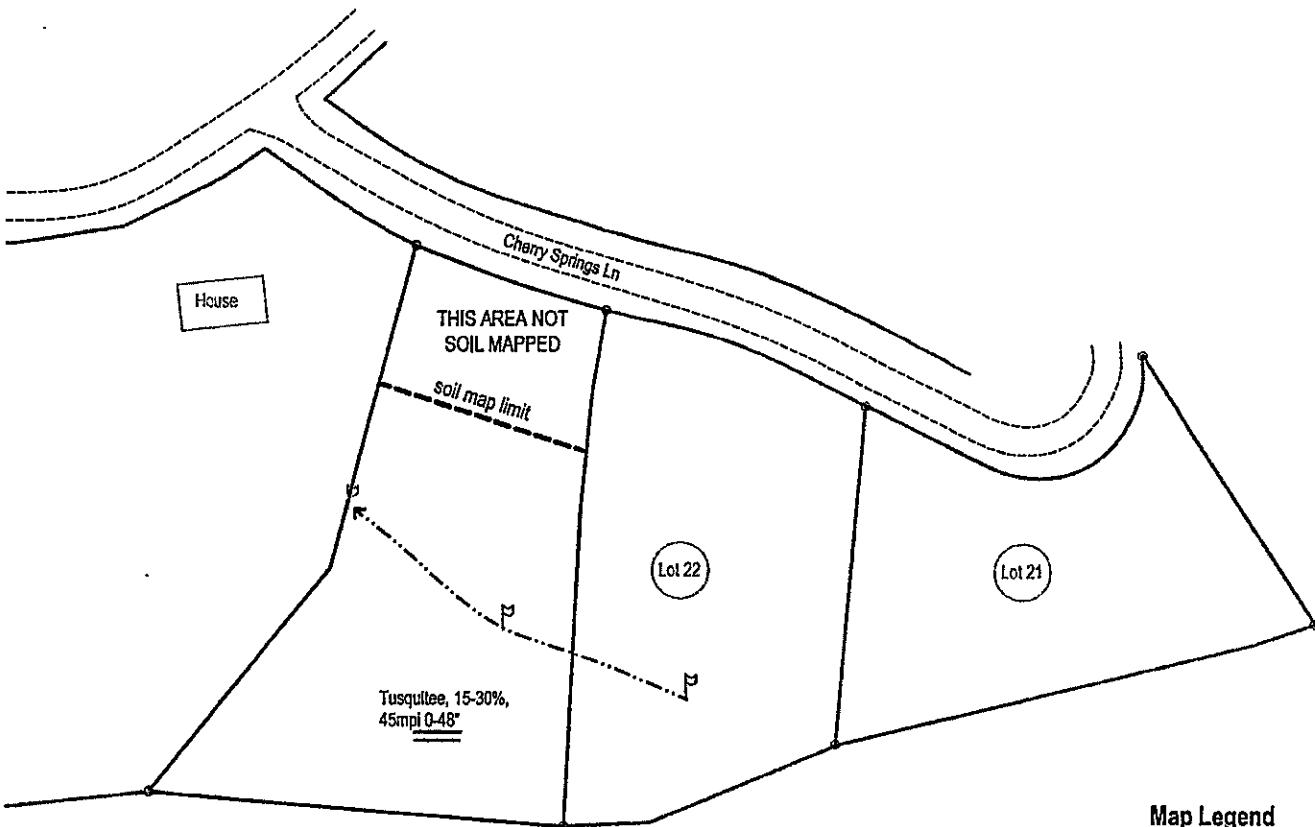
I, Kenton M. Brotherton, affirm that this soil is suitable for Goven Subsurface Sewage Disposal, Tennessee, and is in accordance with the requirements of the State of Tennessee.

Signature of Soils Consultant does not imply

Note: A recent boundary survey was conducted. Therefore, the soil soil



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



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

ts the standards established in the Regulations to  
dbook and Soil Taxonomy. No other warranties are

*Lenton Brorherton*

6/21/2024

ite approval of lot by The Division of Groundwater Protection.

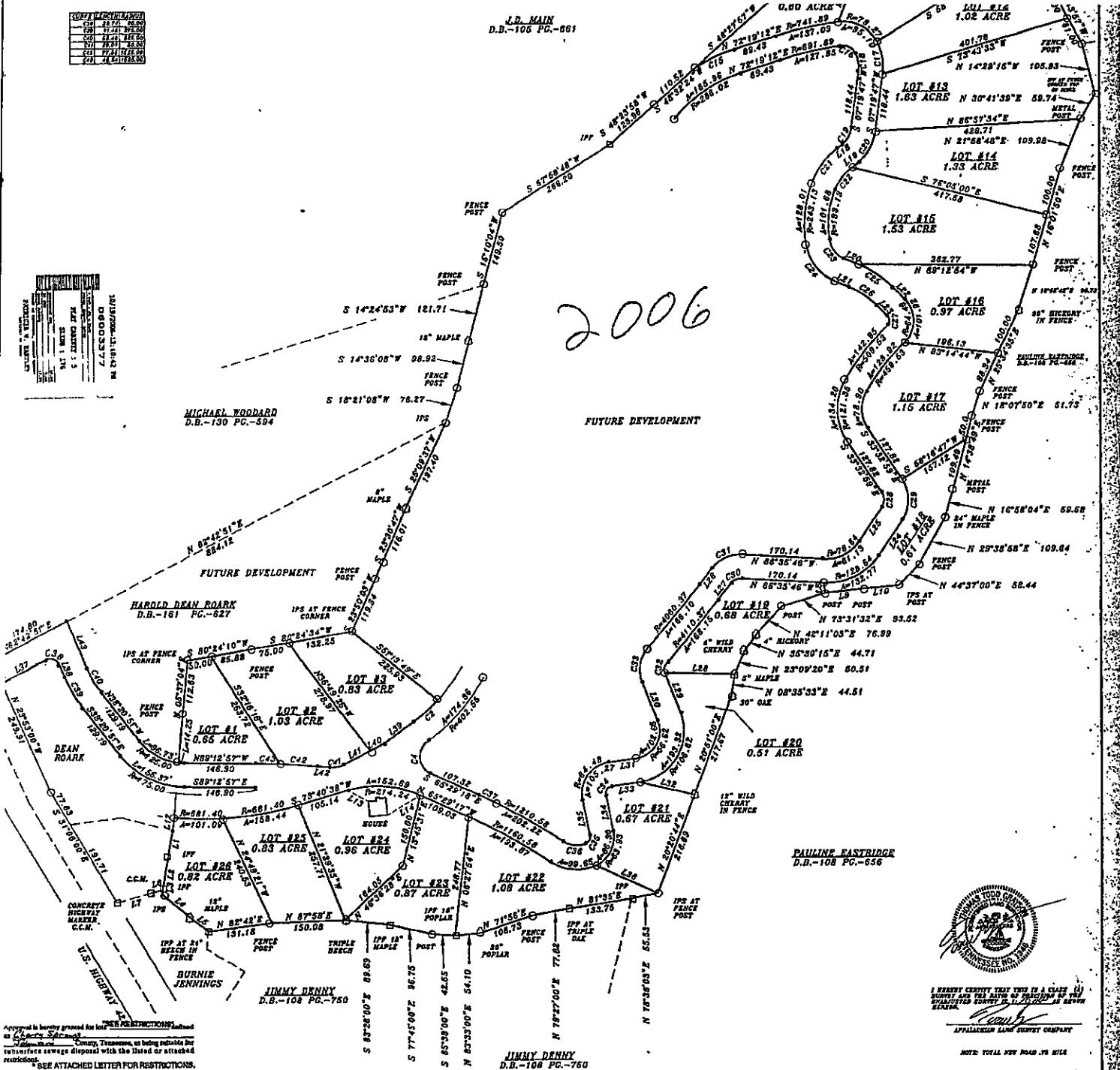
is not available at the time of this High Intensity Soils Mapping.

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

#### Map Legend

- lot corner ◦
- control flag • A1
- drain (25' setbacks) - - - - -
- drain (15' setbacks) - - - - -
- gully (15' setbacks) ~~~~~
- cut bank //
- drive - - -
- rock outcrop Vv
- doline bottom ↗
- culvert -
- fence - - -
- perc hole •
- Pink Flag P
- scale 1"=100'





Accepted as hereby granted for lots  
as Harold Roark  
County, Tennessee, as being suitable for  
sewage disposal with the listed or attached  
restrictions.

**SEE ATTACHED LETTER FOR RESTRICTIONS.**  
Prior to any construction of a structure, septic or permanent  
sewage disposal system, the property owner must apply  
to the Board of Zoning Appeals for a variance or  
a special use permit issued by the Division of  
Groundwater Protection. Water type, water lines, underground  
utilities and driveways should be located at site property lines  
unless otherwise noted. Any cutting, filling or alteration of  
the 100' floodplain may void the approval.

Harold Roark 4/17/06  
Em. Residential Specialist Date  
Division of Groundwater Protection

**SURVEY FOR**  
**JERRY SPRINGS SUBDIVISION**  
OWNER - HAROLD DEAN ROARK  
**DRAWN BY: THOMAS KERLEY**  
**DATE: APRIL 10, 2006**  
**1st CIVIL DISTRICT**  
**DRYSON COUNTY, TENNESSEE**

STATEMENT OF THE SURVEYOR  
I hereby certify that the plan, survey and  
description of property contained in this map  
are based on the best information available to  
me. I further certify that I have read the other  
surveys and maps of the property and the  
surveys and maps of the adjacent property  
and that the property surveyed is in accordance  
with the surveys and maps of the adjacent property  
and that the property surveyed is in accordance  
with the surveys and maps of the adjacent property.

STATEMENT OF SURVEYOR AND INSPECTOR  
I further certify that I have read the other  
surveys and maps of the property and the  
surveys and maps of the adjacent property  
and that the property surveyed is in accordance  
with the surveys and maps of the adjacent property.

STATEMENT OF SURVEYOR  
I further certify that I have read the other  
surveys and maps of the property and the  
surveys and maps of the adjacent property  
and that the property surveyed is in accordance  
with the surveys and maps of the adjacent property.

MAP 815-49 ACRE 80-155-100 4/10 2006  
THOMAS T. GRAYSON, RLS 1546  
THOMAS J. KERLEY, RLS 1823  
APPALACHIAN LAND SURVEY CO.,  
P. O. BOX 410  
MTN CITY, TN 37683

VICINITY MAP

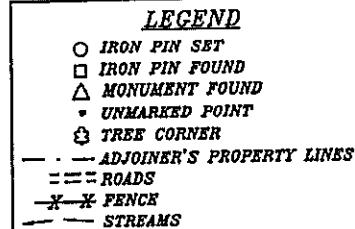


SURVEY FOR  
**JAMES RICHARD &  
TERESA WINKLER PAGE**  
DRAWN BY: THOMAS KERLEY  
DATE: JANUARY 8, 2026  
9th CIVIL DISTRICT  
JOHNSON COUNTY, TENNESSEE

**APPALACHIAN LAND SURVEY CO.**  
THOMAS TODD GRAYSON, RLS 1346  
THOMAS J. KERLEY, RLS 1823  
P. O. BOX 410  
MTN CITY, TN 37688 (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

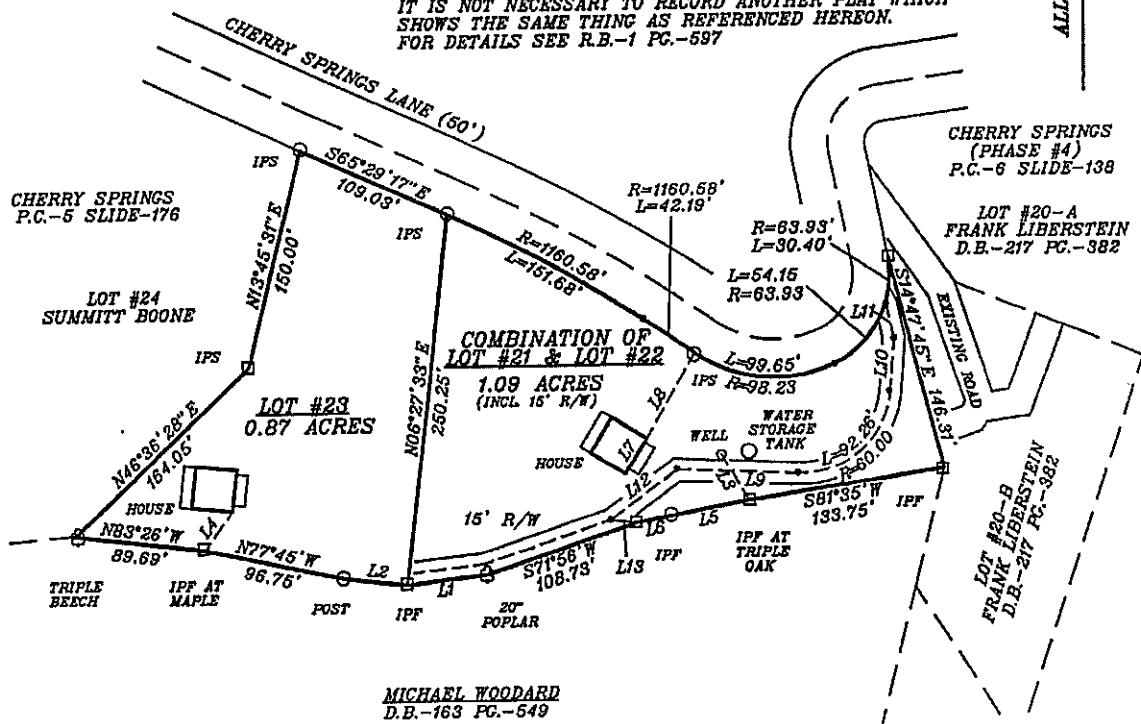


NOTE: THERE IS RESERVED THROUGH LOT #22 RIGHT TO USE THE DRIVEWAY AS SHOWN HEREON AS PERMANENT EASEMENT FOR LOT #23 ALSO 1/2 OWNERSHIP IN THE WELL AND WATER STORAGE AREA FOR THE BENEFIT FOR LOT #23.

**SCALE**  
0 50 100 200'

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

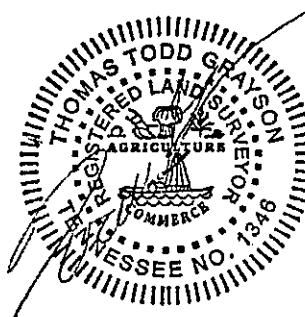
ALL BEARINGS ARE ORIENTED TO  
DEED NORTH



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

LINE	LENGTH	BEARING
L1	64.10	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	S91°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
L12	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**

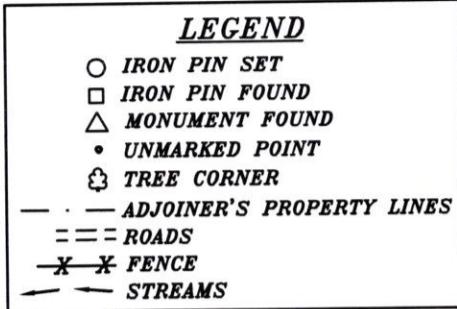
**THOMAS J. KERLEY, RLS 1823**

**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.

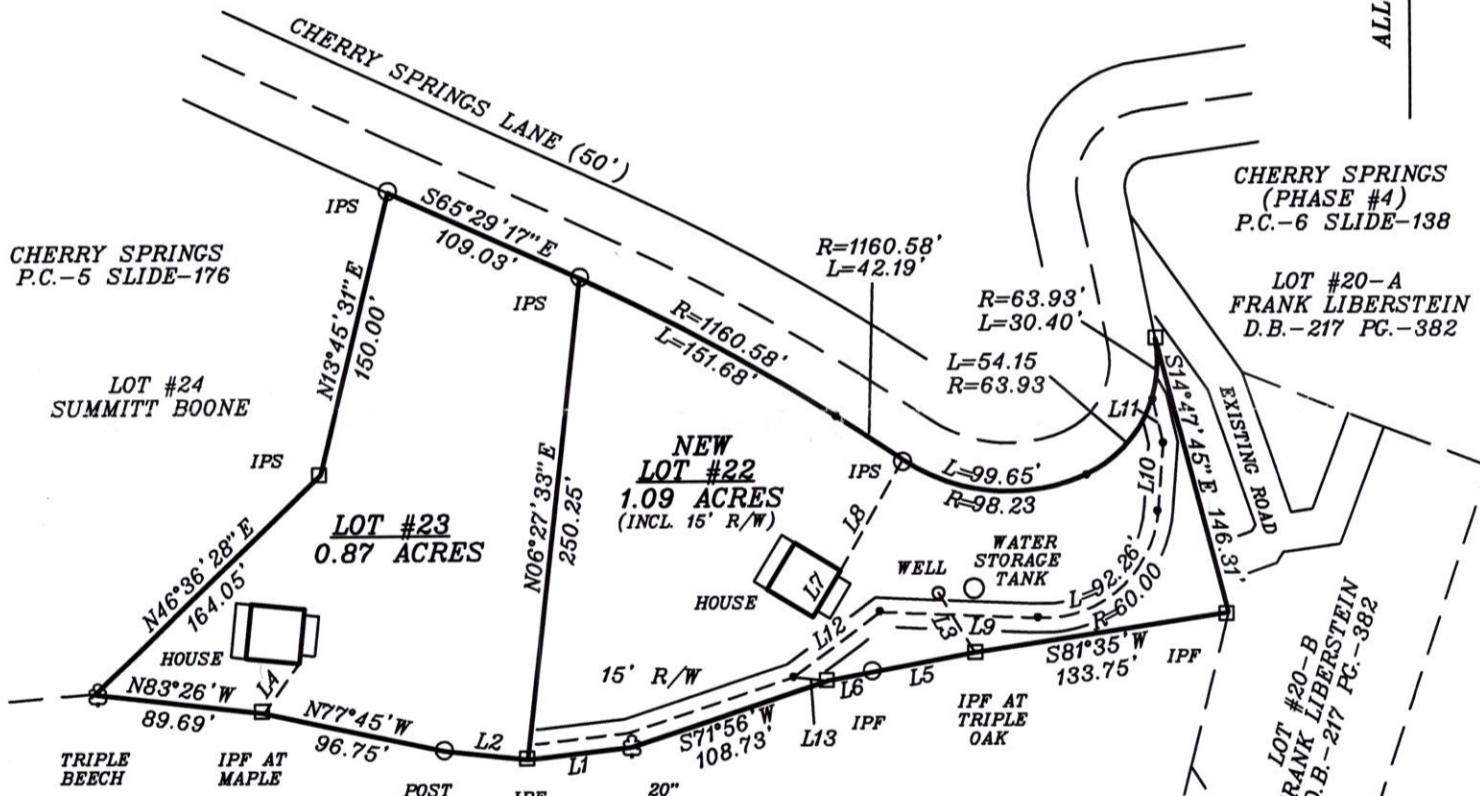
*Tom Kerley*  
APPALACHIAN LAND SURVEY COMPANY

N



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.

**SCALE**  
0 50 100 200'



0.0 Acre	0.21522	0.4 Acre
	0.22 AC 0 Acre	
021.02	021.22	021.25
1.82 AC 0 Acre	0.87 AC 0 Acre	0.44 AC 0 Acre
		021.26
		0.71 AC 0 Acre
		021.24
		0.71 AC 0 Acre
055.04	055.04	0.68 AC 1.6 AC 0 Acre
6.47 AC 0 Acre	0.26 AC 0 Acre	

Tax office

STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES - DRINKING WATER UNIT  
William R. Snodgrass - Tennessee Tower  
1312 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

TENNESSEE WATER WELL DRILLERS REPORT

PRINT OR TYPE ONLY

OFFICE USE ONLY:

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

(1) **LICENSEE**  
Firm Name *Yankin Well* Lic. No. *1196*  
Rig Operator *M. H. Yankin*  
Driller Tag # *DA 132277*

(2) **WELL LOCATION**  
County *Franklin* W. X. Y. Z. \_\_\_\_\_  
Driller Map No. \_\_\_\_\_ Number \_\_\_\_\_ Letter \_\_\_\_\_ Section \_\_\_\_\_  
OR \_\_\_\_\_  
Latitude \_\_\_\_\_ Longitude \_\_\_\_\_  
Deg Min Sec \_\_\_\_\_ Deg Min Sec \_\_\_\_\_  
Address *145 Long Mtn Rd* Zip: *37060*  
City *Bedford* mile(s) (N) (E) (S) (W) of *Tn* LANDMARK \_\_\_\_\_

(3) **TYPE OF WORK**  
Date Drill rig left site: *12/11/2014*  
New Well  Deepen  Rework  Backfill & Abandon

(4) **WELL COMPLETION DATA**  
Date Completed *12/11/2014* Static Level *150* Feet  
Total Depth *150* Feet Estimated Yield: *5* GPM  
Depth to Bedrock *150* Feet

(5) **WATER BEARING ZONES**  
DEPTH IN FT. *100 - 150* GPM *5* WATER QUALITY *Good*

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

(7) **FORMATION LOG**  
DEPTH IN FT. FROM *0* TO *20* DESCRIPTION (DENOTE ROCK COLOR & TYPE OR CAVES)  
0 - 20 *Calcareous*  
20 - 40 *Calcareous*  
40 - 60 *Calcareous*  
60 - 80 *Calcareous*  
80 - 100 *Calcareous*  
100 - 120 *Calcareous*  
120 - 150 *Calcareous*  
150 - 175 *Calcareous*  
175 - 200 *Calcareous*  
200 - 250 *Calcareous*  
250 - 300 *Calcareous*  
300 - 350 *Calcareous*  
350 - 400 *Calcareous*  
400 - 450 *Calcareous*  
450 - 500 *Calcareous*  
500 - 550 *Calcareous*  
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700 - 750 *Calcareous*  
750 - 800 *Calcareous*  
800 - 850 *Calcareous*  
850 - 900 *Calcareous*  
900 - 950 *Calcareous*  
950 - 1000 *Calcareous*  
1000 - 1050 *Calcareous*  
1050 - 1100 *Calcareous*  
1100 - 1150 *Calcareous*  
1150 - 1200 *Calcareous*  
1200 - 1250 *Calcareous*  
1250 - 1300 *Calcareous*  
1300 - 1350 *Calcareous*  
1350 - 1400 *Calcareous*  
1400 - 1450 *Calcareous*  
1450 - 1500 *Calcareous*  
1500 - 1550 *Calcareous*  
1550 - 1600 *Calcareous*  
1600 - 1650 *Calcareous*  
1650 - 1700 *Calcareous*  
1700 - 1750 *Calcareous*  
1750 - 1800 *Calcareous*  
1800 - 1850 *Calcareous*  
1850 - 1900 *Calcareous*  
1900 - 1950 *Calcareous*  
1950 - 2000 *Calcareous*

(9) **WELL OWNER**  
Name *Tonya* First *Page* Last *East*  
Or Company \_\_\_\_\_  
Address *145 Long Mtn Rd* City *Bedford* State *TN* Zip *37060*  
Phone # *336 618-1334*

(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 \_\_\_\_\_ 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 \_\_\_\_\_  
Cuttings \_\_\_\_\_ Sand \_\_\_\_\_  
Bentonite *15* Portland Cement \_\_\_\_\_  
Other (Specify) \_\_\_\_\_ Other (Specify) \_\_\_\_\_

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

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

(16) **GENERAL INFORMATION**  
Drill No.  Wall Cased: 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:

Distribution: White - Central Office

## Canary - Driller

## Pink-Homeowner