



**Richardson
Real Estate and
Auction, Inc.**

CONFIRMATION OF AGENCY STATUS

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

The real estate transaction involving the property located at:

209 S Park St

Hohenwald

Tn 38362

PROPERTY ADDRESS

SELLER NAME: James C Couch III

LICENSEE NAME: Jarrod Richardson

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

☐ **Transaction Broker or Facilitator.**
(not an agent for either party).

☐ **Seller is Unrepresented.**

☒ **Agent for the Seller.**

☐ **Designated Agent for the Seller.**

☐ **Disclosed Dual Agent (for both parties),**
with the consent of both the Buyer and the Seller
in this transaction.

BUYER NAME:

LICENSEE NAME:

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

☐ **Transaction Broker or Facilitator.**
(not an agent for either party).

☐ **Buyer is Unrepresented.**

☐ **Agent for the Buyer.**

☐ **Designated Agent for the Buyer.**

☐ **Disclosed Dual Agent (for both parties),**
with the consent of both the Buyer and the Seller
in this transaction.

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

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

James C Couch III

04/30/22

Seller Signature James C Couch III

Date

Buyer Signature

Date

Seller Signature

Date

Buyer Signature

Date

Jarrod Richardson

04/29/22

Listing Licensee Jarrod Richardson

Date

Selling Licensee

Date

United Country Richardson R E

Listing Company

Selling Company

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This form is copyrighted and may only be used in real estate transactions in which Mr. Jarrod Richardson is involved as a Tennessee REALTORS® authorized 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.





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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: **209 S Park St** **Hohenwald Tn 38362**

2 Seller: **James C Couch III**

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: <http://www.tn.gov/regboards/trec/law.shtml>.
8 (See Tenn. Code Ann. § 66-5-201, et seq.)

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

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17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

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

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

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

The undersigned Seller of the property described as 209 S Park St Tn 38362 does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209 for the following reason(s):

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

Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.

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97 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and
98 upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

99 **ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:** YES NO UNKNOWN

- 100 1. Is there an exterior injection well anywhere on the property? ☐ ☒ ☐
- 101 2. Is seller aware of any percolation tests or soil absorption rates being
102 performed on the property that are determined or accepted by
103 the Tennessee Department of Environment and Conservation?
104 If yes, results of test(s) and/or rate(s) are attached. ☐ ☒ ☐
- 105 3. Has any residence on this property ever been moved from its original
106 foundation to another foundation? ☐ ☒ ☐
- 107 4. Is this property in a Planned Unit Development? Planned Unit Development ☐ ☒
108 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
109 controlled by one (1) or more landowners, to be developed under unified control
110 or unified plan of development for a number of dwelling units, commercial,
111 educational, recreational or industrial uses, or any combination of the
112 foregoing, the plan for which does not correspond in lot size, bulk or type of
113 use, density, lot coverage, open space, or other restrictions to the existing land
114 use regulations." Unknown is not a permissible answer under the statute.
- 115 5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. ☐ ☐ ☒
116 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of
117 limestone or dolostone strata resulting from groundwater erosion, causing a
118 surface subsidence of soil, sediment, or rock and is indicated through the
119 contour lines on the property's recorded plat map."
- 120 6. Was a permit for a subsurface sewage disposal system for the Property issued ☐ ☒
121 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If
122 yes, Buyer may have a future obligation to connect to the public sewer system.

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

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

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

131 James C Couch III
132 **SELLER James C Couch** **SELLER**
133 04/29/2022 at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm
134 **Date** **Date**

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

136 _____
137 **BUYER** **BUYER**
138 _____ at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm
139 **Date** **Date**

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LEAD-BASED PAINT DISCLOSURE

Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such housing.

Lead Warning Statement

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

Property Address: 209 S Park St Hohenwald Tn 38362

Seller Disclosure

Seller to check one box below:

- ☒ Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also includes records or reports of other residential dwellings in multifamily housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.

Buyer Acknowledgment

- 1) Buyer has received copies of all records, reports and information listed above (if any);
- 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
- 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home" (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);
- 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

Buyer to check one box below:

- ☐ Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
- ☒ Buyer **waives the opportunity to conduct a risk assessment or inspection** for the presence of lead-based paint and/or lead-based paint hazards.

Licensee Acknowledgment

Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are aware of listing and selling licensees' duty to ensure compliance.

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45 **Certification of Accuracy**

46 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that
47 the information they have provided is true and accurate and they have received a copy hereof.

48 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only
49 as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

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

51 James C Couch III

52 **SELLER James C Couch III**

SELLER

53 04/30/22 at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

54 **Date**

Date

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

56 _____
57 **BUYER**

_____ **BUYER**

58 _____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

59 **Date**

Date

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

61 Jarrold Richardson

62 **REAL ESTATE LICENSEE FOR SELLER**

63 Jarrold Richardson

64 04/29/22 at _____ o'clock ☐ am/ ☐ pm

Date

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

66 _____
67 **REAL ESTATE LICENSEE FOR BUYER**

68 _____ at _____ o'clock ☐ am/ ☐ pm

69 **Date**

For Information Purposes Only:

United Country Richardson R E

Listing Company

_____ **Selling Company**

Jarrold Richardson

Independent Licensee

_____ **Independent Licensee**

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DISCLAIMER NOTICE

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

1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY. Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.

2. THE CONDITION OF ROOFING. Consult with a bonded roofing company for any concerns about the condition of the roof.

3. HOME INSPECTION. We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**

4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS. It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.

5. ENVIRONMENTAL HAZARDS. Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.

6. SQUARE FOOTAGE. There are multiple sources from which square footage of a property may be obtained. Information is sometimes gathered from tax or real estate records on the property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.

7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY. A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

James C Couch III

04/30/22

CLIENT/CUSTOMER James C Couch III

CLIENT/CUSTOMER

04/30/22 at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Date

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 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 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 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 responsibility of the member to use the most recent available form.

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**Richardson
Real Estate and
Auction, Inc.**

COVID-19 RELEASE

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

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

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

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

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

James C Couch III

SELLER/OWNER/BUYER/TENANT

James C Couch III

04/30/22

Date

at _____ o'clock ☐ am/ ☐ pm

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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Mr. Jarrod Richardson

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Version 01/01/2022



\$170,000 \$34/sqft -For Sale-
209 S Park St
Hohenwald, TN 38462
 6 Beds, 5 Baths, 5035 SqFt

MLS #: 2383115

Status: Active
Year Built: 1919 Historic
County: Lewis County, TN
Subdivision: None
Class - Type: Residential - Site Built
Annual Taxes: \$118
Days On Market: 3

Public Remarks: The Historic Boyce Clinic in Hohenwald Tn is For Sale! This historic 5000 +/- home has served Lewis and surrounding counties in many different capacities. The home was originally built by Fred E. Lomax around 1919 and was the most extravagant home in Lewis County Tn for its time. "Dr. W.E. Boyce bought the property in the late 1930's and made it into his office, his clinic, home to his nurses and Hohenwald's first Hospital." (Lewis County History Book) The home is now located in Hohenwald's historical district. The home was later converted into apartments and used as a rental property. Now the home sits in disrepair and is just waiting on some to restore this historic home to its former glory. Currently it is still divided into apartments as well as the old nurse dorms behind the home.

Directions: Take Hwy 412 in Hohenwald turn onto S Park Street. Home located at 209 S Park St, Hohenwald Tn.

General Information

Acres: 0.44 / Calculated from Plat
Basement: Full / Finished
Construction: All Brick
Floors: Other
Listing Detail: Exclusive Right To Sell - Standard
Lot: / Level
Stories: 2

Room Totals and Square Footage

Main Floor:	6 Beds	5 FB	0 HB	1909 SF
Second Floor:				1217 SF
Basement:				1909 SF
Total:	6 Beds	5 Full Bath	0 Half Bath	5035 SqFt / Agent Measured

Utilities
 City Water / Public Sewer
 Central Air Cooling
 Central Heat
Appliances
 No Range
 No Oven
Exterior Features
 No Pool

Schools

Elementary 1: Lewis County Elementary
Middle/JR: Lewis County Middle School
High: Lewis Co High School

Contract Information

Original List Price: \$170,000

Requested by: Melissa Dukette

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.

Report Date: 5/9/22

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Map for Parcel Address: 209 S Park St Hohenwald, TN 38462-1823 Parcel ID: 042AA 028.00



4. Height Requirements

No principal building shall exceed two (2) stories or thirty-five (35) feet in height, and no accessory structure shall exceed two (2) stories in height, except as provided in Section 6.040.

5. Parking Space Requirements

As regulated in Section 4.010.

6. Landscaping

The front yard, excluding necessary driveways, shall be landscaped.

7. Accessory Structures

- a. With the exception of signs and fences, accessory structures shall not be erected in any required front yard.
- b. Accessory structures shall be located at least five (5) feet from any side lot line, from the rear lot line, and from any building on the same lot.

5.056 PR-6, Preservation Neighborhood District

A. Purpose and Intent of District

This district is designed to protect the historic character of this established residential neighborhood. This neighborhood has many unique and historically rich homes and structures which pay tribute to the history of Hohenwald. The original town plan of New Switzerland, which is of record in Trust at the Register's Office for Lewis County, Tennessee, in 1886 set out the locations and sizes of lots, alleys and streets. Residential structures were built by the original town settlers within the lots identified by the plan. The structures were primarily of late 1800-era design, often built with steep roof lines and covered in clapboard or stucco. This neighborhood has established trees lining the grid-iron street pattern. The broad streets are supported by the sidewalk system. Generally, the homes are setback from the street at a scale approximately one and one-half (1 1/2) the height of the structure with all accessory structures and garages to the rear of the home and are served by alleys. Where alleys no longer exist, generally all other accessory structures, not including garages, remain to the rear of all lots. This district also includes community facilities, public utilities, and open uses which serve specifically the residents of this district, or which are benefited by an open residential environment without creating objectionable or undesirable influences upon this established neighborhood. Furthermore, it is the intent of this ordinance that this district exclude all proposed buildings, other structures and uses having commercial characteristics, whether operated for profit or otherwise, with the exception of home

occupations specifically provided for in these regulations. *As stated in ARTICLE 1.040, it is of significant importance that the provisions of this ordinance be consistent with the policies stated and development guidelines illustrated in the future land-use of the Comprehensive Plan. This district relates to the Neighborhood Preservation Residential Future Land-Use Classification as illustrated in the plan.*

B. Uses Permitted

In the PR-6, Preservation Neighborhood District, the following uses are permitted:

Residential Activities

Single Detached Family, only

Community Facility Activities

Essential Services

C. Accessory Uses and Structures

1. Private garages and sheds.
2. Outdoor recreational facilities exclusively for the use of the residents.
3. Signs in compliance with the regulations set forth in Section 4.080.
4. Home occupations as defined by and subject to the provisions of Section 4.040.
5. Other accessory structures and uses customarily incidental to the permitted uses.

D. Uses Permitted as Special Exceptions

In the PR-6, the following uses may be permitted as special exceptions after review and approval by the Board of Zoning Appeals in accordance with Section 7.080.

Semi-Permanent Residential

Community Facility Activities

Community Assembly

Community Education

Cultural and Recreational Services

Day Care Facilities

Religious Facilities

E. Uses Prohibited

In the PR-6, any use not permitted by right, by accessory use, or as a special exception as defined above is strictly prohibited.

F. Dimensional Requirements - 5,000 square foot minimum lot size, except lots of record

1. Lot Width at Public Road Frontage *50 Feet*

2. Minimum Building Setback Requirements

<i>Front Yard Setback</i>	<i>25 Feet</i>
<i>Side Yard Setback</i>	<i>5 Feet</i>
<i>Rear Yard Setback</i>	<i>10 Feet</i>

3. Maximum Lot Coverage

On any lot, the area occupied by all structures, including accessory structures, shall not exceed thirty-five (35) percent of the total area.

4. Height Requirements

No principal building shall exceed two (2) stories or thirty-five (35) feet in height, and no accessory structure shall exceed two (2) stories in height, except as provided in Section 6.040.

5. Parking Space Requirements

As regulated in Section 4.010.

6. Landscaping

The front yard, excluding necessary driveways, shall be landscaped.

7. Accessory Structures

- a. With the exception of signs and fences, accessory structures shall not be erected in any required front yard.
- b. Accessory structures shall be located at least five (5) feet from any side lot line, from the rear lot line, and from any building on the same lot.

~~5.057 A-1, Agricultural District~~

~~A. Purpose and Intent of this District~~

~~This district is intended to preserve the rural character of annexed land on the fringe of the city, specifically allowing agricultural purposes and those buildings necessary to support those purposes and low density residential development on lots of sufficient size to provide necessary services (Five acre minimum). This district may include areas and lands not suitable for development due to limitations of soil, geology or topography.~~