Offering Memorandum
Barnett's Guns & Indoor Range

Barnett's Guns and Indoor Range has been a trusted local business for the past 13 years, operating as both a full-service gun shop and a general store. Known for its strong customer base and reliable service, the business has been a staple in the community. With the owner now retiring, this unique property is ready for its next chapter.

Property Location: 118 First Ave., Hampton, TN 37658

Sealed Bid Real Estate Auction

+/- 1.44 Acre and Improvements; Parcel ID# 066C-A-002.00; Deed Bk: 138 Pg: 195; Plat Bk: D Pg: 732

TNAuctionPro.com

United Country Real Estate | Blue Ridge Land & Auction

Matt Gallimore, Broker/Auctioneer

Evie Hunt, Realtor

Sealed Bid Real Estate 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 – Barnett's Gun and Indoor Range by and through Tim Barnett and Dana Barnett

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Wednesday, February 25th, 2026. Sealed bids due at 4 PM.

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.

OFFERING –

Legally described as:
+/- 1.302 Acres and Improvements; Parcel ID# 066C-A-002.00; Deed Bk: 138 Pg: 195;
Plat Bk: D Pg: 732
Address: 118 First Ave., Hampton, TN 37658

- **Sealed Real Estate Bidding Open NOW**
- **Sealed Real Estate Bidding Closes on Wednesday, February 25th, 2026 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Sealed Bid Real Estate 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.

Sealed Bid Real Estate Auction Terms & Conditions

1) **Seller Confirmation Auction:** The property is being offered in a Sealed Bid Real Estate 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 sealed bid auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at 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 Sealed Bid Only Auction bidding shall be opened and begin closing on the dates and times stated above. Sealed bids can be submitted online, email or mail bid form to Auction Co. from the Offering Memorandum.

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. You can also contact Realtor Evie Hunt at (276) 608-1883 or Auctioneer Matt Gallimore at (540) 239-2585.

5) **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.

6) **Earnest Money Deposit:** A **$50,000** 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 3 business days following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

7) **Closing:** Closing shall be on or around **Monday, April 27th, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.

8) **Easements:** The sale of the property is subject to any and all easements of record.

9) **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.

10) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.

11) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).

12) **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.

13) **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.

14) **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).

15) **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. If these steps have not been completed, a broker referral fee will not be paid.

16) **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 sealed 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 & Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
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

Evie Hunt – United Country Blue Ridge Land & Auction
Realtor
629 W Main St.,
Abingdon, VA 24210
276-608-1883
eviejhunt@gmail.com

Individual State License #'s

Virginia Sales Person License #	0225179655
Tennessee Sales Person License #	311240

United Country Real Estate | Blue Ridge Land & Auction

BID CERTIFICATION

118 First Ave., Hampton, TN 37658

+/- 1.302 Acres and Improvements; Parcel ID# 066C-A-002.00; Deed Bk: 138 Pg: 195; Plat Bk: D Pg: 732

By signing this certification and returning it to the offices of United Country Blue Ridge Land Co., Inc, or an employee therein, **I hereby certify** that:

1. I acknowledge that I have reviewed the complete **offering memorandum** available online at TNAuctionPro.com
2. I have read the auction terms, rules and bidding format as set out by United Country Blue Ridge Land & Auction, as contained in the online and printed **offering memorandum** and I completely understand them. I understand that I am responsible for completing my own due diligence.
3. I understand that the terms and conditions of the auction will be strictly enforced and that there will be no exceptions.
4. I certify that I currently have sufficient funds to meet the $50,000 "deposit" requirements as called for by the agreement of purchase and sale.
5. I have examined the proposed agreement of purchase and sale available to me as part of the online **offering memorandum** and understand that it is a legally binding document.
6. I understand that if I am declared the highest bidder as a result of the auction, I will be required to sign the agreement of purchase and sale immediately. I agree to complete and sign the agreement of purchase and sale immediately upon such transmitted notice.
7. I understand that United Country Blue Ridge Land & Auction and all its representatives are working for the Seller and there is no relationship of dual agency.

BID AMOUNT $ _____(USD)

DUE DILIGENCE COMPLETED ON OR BEFORE March 31st, 2026.

Completed and paid for by purchaser. Check all that apply.

_____ Non-Evasive Environmental Impact Study _____ Building(s) Inspection

_____ Feasibility Study _____ Heat, Water, Electric, Sewer Inspections

SIGNATURE:_____

PRINTED NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL ADDRESS: _____

DATE OF SIGNATURES: _____

WITNESS SIGNATURE: _____

This document must be returned by mail or email to Matthew Gallimore at BlueRidgeLandandAuction@gmail.com. or Blue Ridge Land & Auction; PO Box 234, Floyd, VA 24091

***OR* Submit Bids Online Now at TNAuctionPro.com**

United Country Real Estate

Auction Services

Aerial

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

United Country Real Estate
Auction Services

Contour

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

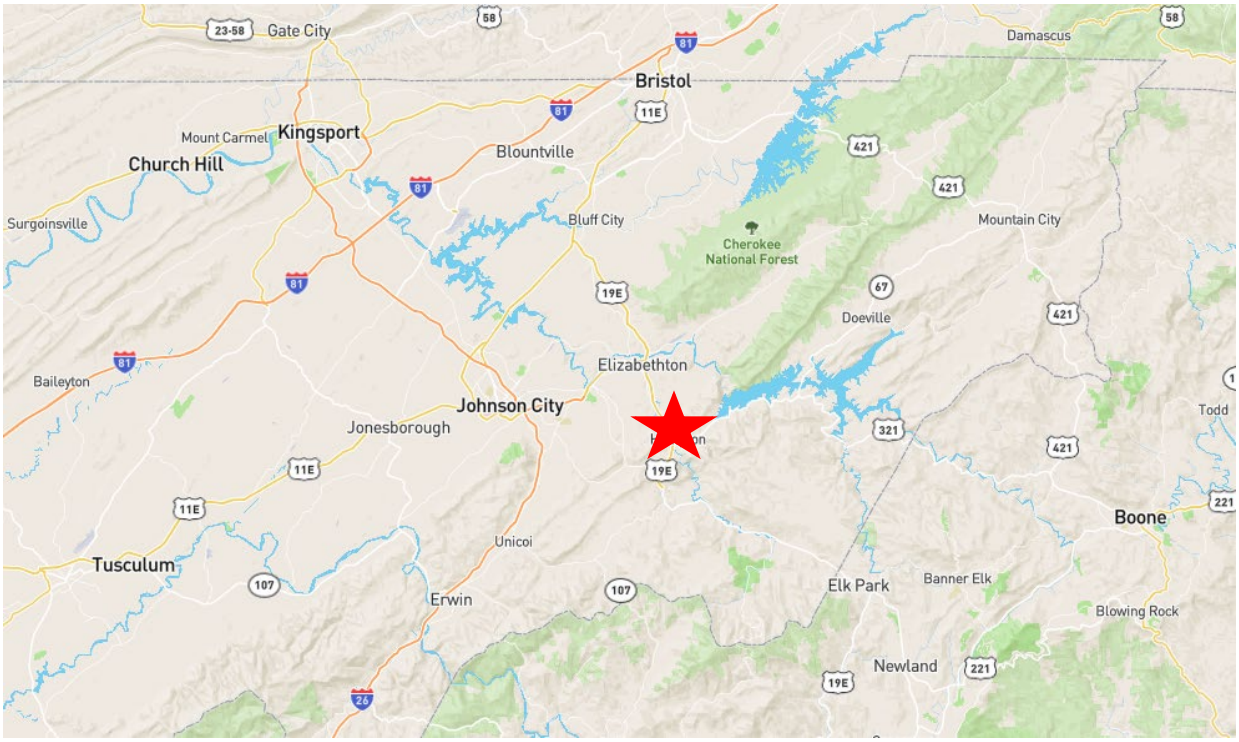
Neighborhood

118 First Ave.,

Hampton, TN 37658

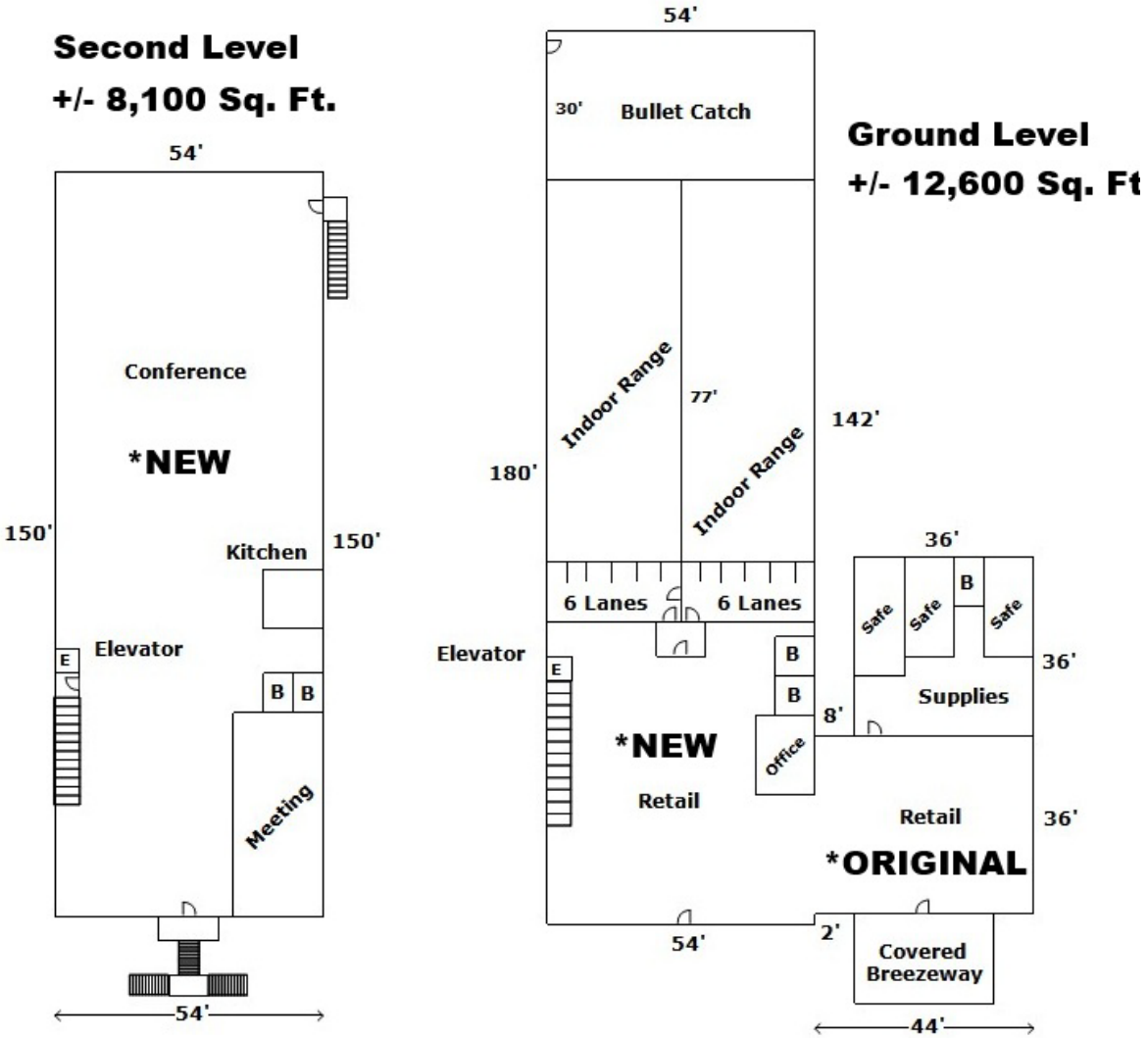
Location

118 First Ave.,
Hampton, TN 37658

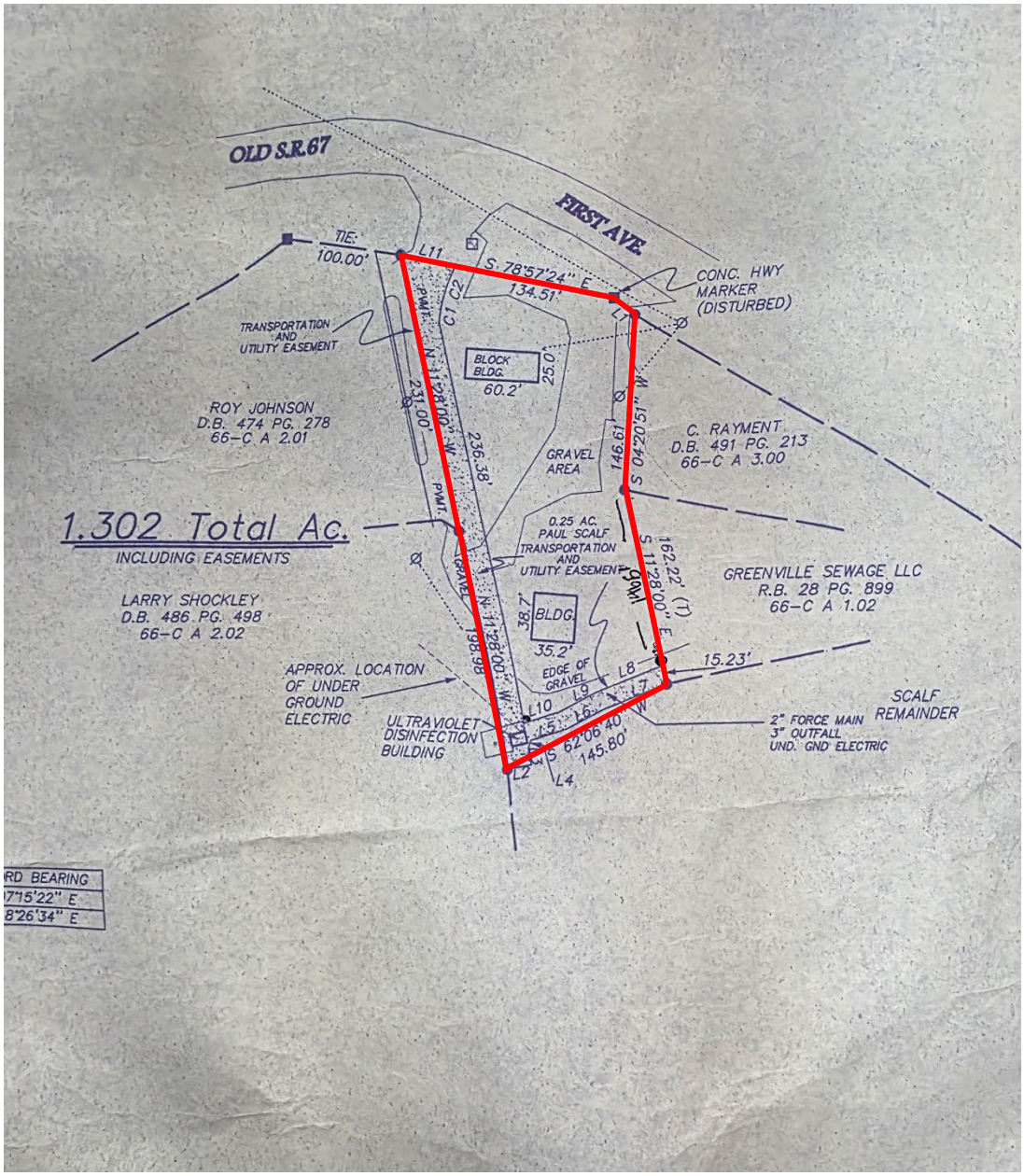


Floor Plan

General Floorplan - +/- 20,700 Sq. Ft.



Survey


OLD S.R.67
FIRST AVE.
TIE:
100.00'
L11
S. 78°57'24" E
134.51'
CONC. HWY
MARKER
(DISTURBED)
TRANSPORTATION
AND
UTILITY EASEMENT
BLOCK
BLDG.
60.2'
25.0'
ROY JOHNSON
D.B. 474 PG. 278
66-C A 2.01
231.00'
236.38'
GRAVEL
AREA
146.61'
S 04°20'51" W
C. RAYMENT
D.B. 491 PG. 213
66-C A 3.00
1.302 Total Ac.
INCLUDING EASEMENTS
0.25 AC.
PAUL SCALF
TRANSPORTATION
AND
UTILITY EASEMENT
162.22' (T)
S 11°28'00" E
GREENVILLE SEWAGE LLC
R.B. 28 PG. 899
66-C A 1.02
LARRY SHOCKLEY
D.B. 486 PG. 498
66-C A 2.02
38.7
BLDG.
35.2'
198.98'
N 11°28'00" W
EDGE OF
GRAVEL
15.23'
APPROX. LOCATION
OF UNDER
GROUND
ELECTRIC
ULTRAVIOLET
DISINFECTION
BUILDING
S 62°06'40"
145.80'
2" FORCE MAIN
3" OUTFALL
UND. GND ELECTRIC
SCALF
REMAINDER
RD BEARING
7°15'22" E
8°26'34" E

Tennessee Property Assessment Data - Parcel Details Report - https://assessment.cot.tn.gov/

Carter (010)

Tax Year 2025 | Reappraisal 2021

Jan 1 Owner
BARNETT TIM
ETUX DANA
152 OLD PAMLICO ROAD
ELIZABETHTON TN 37643

Current Owner

FIRST AVE 118

Ctrl Map:	Group:	Parcel:	PI:	SI:
066C	A	002.00		000

Value Information

Land Market Value:	$119,400
Improvement Value:	$491,900
Total Market Appraisal:	$611,300
Assessment Percentage:	40%
Assessment:	$244,520

Subdivision Data

Subdivision:

Plat Book:	Plat Page:	Block:	Lot:
D	732		

Additional Information

General Information

Class: 08 - Commercial
City #:
Special Service District 1: 000
District: 11
Number of Buildings: 1
Utilities - Water/Sewer: 03 - PUBLIC / INDIVIDUAL
Utilities - Gas/Gas Type: 00 - NONE
City:
Special Service District 2: 000
Neighborhood: H20
Number of Mobile Homes: 0
Utilities - Electricity: 01 - PUBLIC
Zoning:

Outbuildings & Yard Items

Building #	Type	Description	Area/Units

Sale Information

Long Sale Information list on subsequent pages

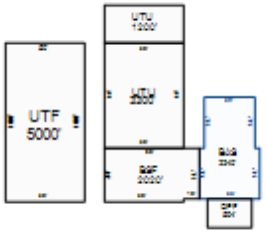
Land Information

Deed Acres: 0 **Calculated Acres:** **Total Land Units:** 1.44

Land Code	Soil Class	Units
11 - COM RURAL		1.44

Commercial Building #: 1

Improvement Type:
22 - SALES
Quality:
1- - AVERAGE -
Building Sketch



Actual Year Built:
2012
Business Living Area:
4260
Interior/Exterior Areas

Type	Square Feet	Exterior Wall
22 - SALES	2,240	05 - SIDING ABOVE AVG
22 - SALES	2,020	19 - PREFIN METAL CRIMPED

Commercial Features

Type	Units
OPF - OPEN PORCH FINISHED	504 X 1
UTU - UTILITY UNFINISHED	3300 X 1
UTU - UTILITY UNFINISHED	1200 X 1
UTF - UTILITY FINISHED	5000 X 1
PEL - PASSENGER ELEVATOR	17700 X 1

COMMERCIAL

Property Address	SubDiv1	BK	PG	BL	LT	Tax Year	Dist	Map	Grp	CtlMap	Parcel	PI	SI
FIRST AVE 118		D	732			2024	11	066C	A	066C	2.00		000

Owner's name & mailing address	SubDiv2	County of	Date Updated
BARNETT TIM ETUX DANA 152 OLD PAHLICO ROAD ELIZABETHTON TN 37643		Carter	Date Printed 11/21/2025

Additional Description

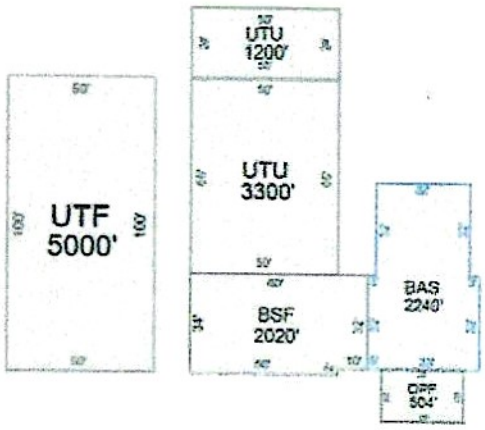
Dimensions

Total Land Units		Cards	1	of	1
DEED	1.4				
CALC	1.4				

Appraised Value Recap	
Imp	491900
Land	119400
Total Appr	611300
Total W/Use	0
Assessment	244520
Prop Type	08 40%

AREA DIMENSIONS

FOUNDATION	SPREAD FOOTING	HF	0
FLOOR SYSTEM	SLAB ON GRADE	PWF	0
EXT WALL	SIDING ABOVE AVG		
STRUCT FRAME			
ROOF FRAMING	GABLE/HIP		
ROOF COV DEC	PREFIN METAL CRIMPED		
CAB MILLWORK	AVERAGE		
FLOOR FINISH	CONCRETE FINISH	RMS	
INTER FINISH	PANELING AVERAGE	PF	0
PAINT DECOR	AVERAGE	WT/AREA	
HTG/AIR COND	HEAT PAKAGE/COOLING PACKAGE	0	
PLUMBING FIX	6	BRF	
BATH TILE		0	
ELECTRICAL	AVERAGE	IMP TYPE	
QUALITY	AVERAGE -	SALES	



Total Units	Shape Fac	Size Fac	Adj Units	Base Rate	Adj Base	Act Yr Blt	Eff Yr Blt
0				0	0	2012	2012

Area Desc	Pct Rate	Adj SF Rt	Area Rate	Sq Ft	Repl Cost
				2240	484800
				2020	146550
OPF				504	
UTU				3300	
UTU				1200	
UTF				5000	
PEL				17700	

TOTAL AUX AREAS: 0 TOT BASE AREA 0 No STOR 1

Depreciation Age	Norm	Othr	Func	Econ	% Cond	Repl Cost New	Depr
13	78	0	15	0		631350	491920

XFSB Desc	Qual	Size	Unit Price	Units	Ef Yr Built	Ann Depr	Percnt Cond	Depr Val

XFSB APPR DATE | APP BY | TOTAL XFSB VALUE 0

GENERAL PARCEL DATA

LND APP	BY	SSD	WARD	EDD	PLAN	OTR	MORT	MH	MH NO	AREA CODE
2012-04-04	01									H02

Parcel Stat	Dist Trend	Topo	Type Owner	Road No	Road Type	Const Code	Subd Tract	N-S Coord	E-W Coord
	STABLE	LOW			STATE HIGHWAY			-82.17	36.28

Census Tract	Block	Blk Face	Area	Con Dist	Optional
071400	2				

GENERAL CARD DATA

BLDG APP	APP BY	Source	Dwl Units	Wat	Sew	Elec	Gas	Zoning	Occ	Cond
		INSPECTION	1	PUBLIC	INDIVIDUAL	PUBLIC			Y	A

Permit No	FHA No	Rental Source	Rental Amt	Rent Sched
	0		0	

Land Desc	Desc Code	Dims	Soil	UM	Fld	Loc	Size	Dept Fac	Cond Fac	Unit Land Price	Adj Unit Land Price	Land Units	Market Land Value	Cond Fac	Land Use Unit Price	Use Land Val
COM RURAL												1.44 AC	119420			

LAND USE CODES 1. 59 2. 00 3. 00 4. 00

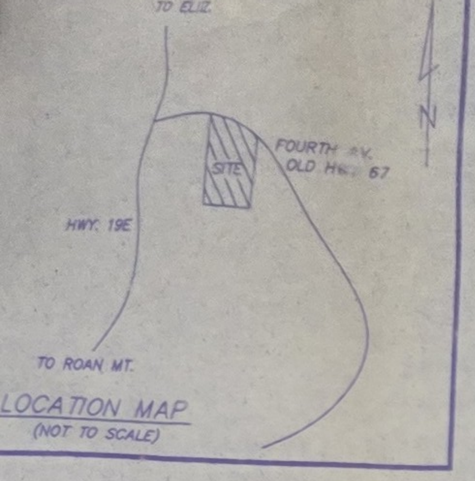
LAND TOTAL THIS CARD 1.44 119420

MARKET DATA

Date	Price	Book	Page	VI	Ins	Q	Deed Trans	Book	Page
2012-10-01	225000	138	195		WARRANTY DEED	ACCEPTED			
2011-11-18	150000	110	900		WARRANTY DEED	PHYSICAL DIFFERENCES			
1977-02-22		302	113						

NOTES

Courthouse Retrieval System, Inc. - Information Deemed Reliable, but Not Guaranteed



LOCATION MAP
(NOT TO SCALE)

IRON MOUNTAIN SURVEY CO.
176 LOW GAP ROAD
ELIZABETHTON, TN
(423) 474-2030

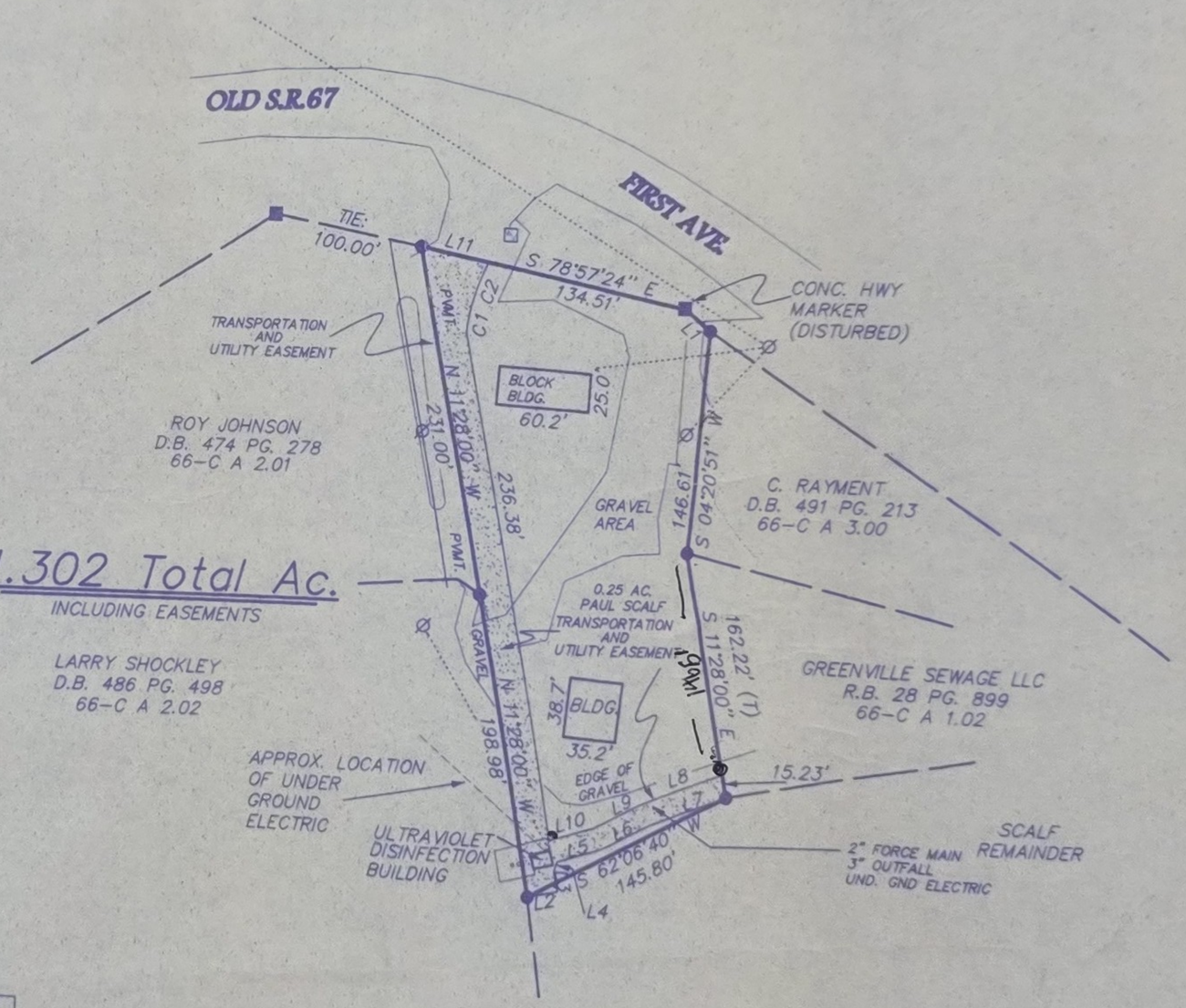
1.302 Total Ac.
INCLUDING EASEMENTS

NOTES

1. THIS PROPERTY IS A PORTION OF THE PARCEL DESCRIBED IN D.B.333 PG.705 AND D.B.302 PG.113.
2. SURVEY IS SUBJECT TO ANY EASEMENTS, EITHER WRITTEN OR UNWRITTEN.
3. DEED REFERENCES ARE BASED ON INFORMATION OBTAINED IN THE COUNTY TAX ASSESSOR'S OFFICE.
4. NO CERTIFICATION IS MADE AS TO THE EXISTENCE OR LOCATION OF ANY UTILITY STRUCTURES OR EASEMENTS OTHER THAN THOSE SHOWN HEREON.
5. PROPERTY SUBJECT TO ANY EXACT LOCATION OF COUNTY, CITY OR STATE RIGHT-OF-WAY.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
7. PART OF TAX MAP 58N CNTL. MAP 66C GROUP A PARCELS 2.00 AND 1.01.
8. THIS PROPERTY DOES NOT LIE IN A FLOOD ZONE AS SHOWN ON FIRM MAP NO. 47019C0195E DATED 9-26-08.
9. SETBACKS ARE AS PER THE PARTICULAR ZONING ORDINANCE IN EFFECT ON SUBJECT PROPERTY.
10. THERE SHALL BE A 7.5' UTILITY & STORM WATER REMOVAL EASEMENT ALONG ALL PROPERTY & INTERIOR LOT LINES.

NUMBER	DIRECTION	DISTANCE
L1	S 50°32'48" E	21.29'
L2	N 78°32'00" E	20.00'
L3	N 11°28'00" W	13.10'
L4	N 14°27'05" E	6.59'
L5	N 72°33'27" E	31.02'
L6	N 62°17'50" E	34.16'
L7	N 68°31'15" E	54.13'
L8	S 68°31'15" W	57.60'
L9	S 62°17'50" W	33.63'
L10	S 72°33'27" W	31.00'
L11	S 78°57'24" E	45.59'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°14'44"	79.05	10.00	9.99	N 07°15'22" E
C2	15°07'46"	144.06	38.04	37.93	N 18°26'34" E



LEGEND

- IRON ROD OLD
- IRON PIPE OLD
- IRON ROD NEW
- POST
- POINT
- AXLE
- CONC. MONUMENT
- UTILITY POLE
- WATER METER
- GAS METER
- O/H UTILITY LINE
- U/G UTILITY LINE
- CENTERLINE
- EASEMENT MARGIN
- FENCE
- BRANCH
- BOUNDARY LINE
- PROPERTY LINE NOT SURVEYED

PLAT CAB. C SLIDE 303

N

DIVISION OF THE:
PAUL & JOAN SCALF PROPERTY
11TH CIVIL DISTRICT
CARTER COUNTY, TENNESSEE
SURVEYED NOVEMBER 9, 2011

STEVEN G. PIERCE
REGISTERED LAND SURVEYOR
TENNESSEE NO. 1564

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE STREETS, ALLEYS, WALKS, PARKS AND OTHER SPACES TO PUBLIC USE FOREVER.

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND ACCURATE SURVEY TO THE ACCEPTED STANDARDS OF PRACTICE.

CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES

I HEREBY CERTIFY: (1) THAT STREETS

CERTIFICATION

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000 AS SHOWN HEREON.

Property Owner:
Timothy R. & Dana H. Barnett
Address:
152 Old Pamlico Rd. Elizabethton, TN 37643
Person or entity responsible for payment of real property taxes:
Same
Address:
152 Old Pamlico Road
Elizabethton, TN 37643

PREPARED BY:
T. J. LITTLE, JR., Attorney
522 East "E" Street
Elizabethton, TN 37643

Map:	58N
Ctl. Map:	66C
Group:	A
Parcel:	1.01

WARRANTY DEED

THIS INDENTURE, made this the 1st day of October, 2012, between **JAMES E. SCALF, JR. and KEVIN LEE SCALF,** Parties of the First Part, and **TIMOTHY RUSSELL BARNETT and wife, DANA H. BARNETT,** Parties of the Second Part.

WITNESSETH, That the said Parties of the First Part, for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration to them paid by the said Parties of the Second Part, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said Parties of the Second Part, the following described premises, to wit:

> **SITUATED** in the Eleventh (11th) Civil District of Carter County, Tennessee and more particularly described as follows:
>
> **BEING** that certain 1.441 acre, more or less tract shown on plat of Steven G. Pierce, TRLS No. 1564, dated November 9, 2011, titled "Division of the Paul and Joan Scalf Property" of record in Plat Cabinet D, Page 732, Register's Office for Carter County, Tennessee.
>
> **BEING** the same premises conveyed to James E. Scalf, Jr. and Kevin Lee Scalf by Warranty Deed from Paul Scalf and wife, Joan Scalf, which bears the date of November 18, 2011 and filed of record on January 9, 2012 in Record Book 110, page 900, in the Register's Office for Carter County, Tennessee.
>
> The hereinabove described property is subject to all easements and right-of-ways of record, if any.

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead therein.

TO HAVE AND TO HOLD the said premises to the said Parties of the Second Part, their heirs and assigns, forever in fee simple.

And the said Parties of the First Part for themselves, their heirs and assigns, executors and administrators, do hereby covenant with the said Parties of the Second Part, their heirs

PREPARED BY:
T. J. Little, Jr.
Attorney and
Counselor at Law
522 East "E" Street
Elizabethton,
Tennessee 37643
Telephone:
(423)-543-6858

and assigns, that they are lawfully seized in fee simple of the premises above conveyed, and that they have full power, authority and right to convey the same; that said premises are free from all liens and encumbrances except the 2012 ad valorem property taxes which shall be prorated between the parties, and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said Parties of the First Part have hereunto set their hands and seals the day and year first above written.

JAMES E. SCALF, JR.

KEVIN LEE SCALF

STATE OF TENNESSEE

COUNTY OF CARTER

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named **JAMES E. SCALF, JR.**, with whom I am personally acquainted, or 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 and official seal at office on this the 1st day of October, 2012.

NOTARY PUBLIC

My Commission Expires: 3-4-2015

STATE OF TENNESSEE NOTARY PUBLIC UNICOI COUNTY

STATE OF TENNESSEE

COUNTY OF CARTER

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named **KEVIN LEE SCALF,** with whom I am personally acquainted, or 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 and official seal at office on this the 2 day of Oct, 2012.

NOTARY PUBLIC

My Commission Expires: 10-14-14

PREPARED BY:

T. J. Little, Jr.
Attorney and
Counselor at Law
522 East "E" Street
Elizabethton,
Tennessee 37643
Telephone:
423-543-6858

THE LEGAL DESCRIPTION HAS BEEN FURNISHED TO THE PREPARER BY THE GRANTOR, OR BY A THIRD PARTY, OR HAS BEEN OBTAINED FROM THE RECORD TITLE. THE PREPARER ASSUMES NO LIABILITY AS TO THE ACCURACY OR CONTENT THEREOF. NO REPRESENTATION IS MADE BY THE PREPARER AS TO COMPLIANCE WITH SUBDIVISION REGULATIONS. PREPARER ASSUMES NO LIABILITY AS TO THE STATE OF TITLE OF THE PROPERTY, UNLESS A SEPARATE TITLE OPINION IS FURNISHED TO THE GRANTEE, AND THEN ONLY TO THE EXTENT OF THE STATE OF TITLE TO THE PROPERTY AS SET FORTH IN THE TITLE OPINION. THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES HEREIN FOR WHICH THE PREPARER ASSUMES NO RESPONSIBILITY.

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 225,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Timothy R Barnett
Affiant

Subscribed and sworn to before me this the 9th day of October, 2012.

Edrie Bristol
~~NOTARY PUBLIC~~
Register of Deeds

~~My Commission Expires:~~ _____

JB

C:\Documents and Settings\T J Little Jr\My Documents\Real estate\Real estate\Barnett, Timothy etux WD Scalf, James etal.wpd

PREPARED BY:

T. J. Little, Jr.
Attorney and
Counselor at Law
522 East "E" Street
Elizabethton,
Tennessee 37643
Telephone:
423-543-6558

BK/PG: 138/195-197
10/09/2012 - 11:38:59 AM

3 PGS : AL - WARRANTY DEED	
JESSICA BATCH: 71522	Inst Num: 12006389
VALUE	225000.00
MORTGAGE TAX	0.00
TRANSFER TAX	832.50
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	850.50

STATE OF TENNESSEE, CARTER COUNTY
EDRIE BRISTOL
REGISTER OF DEEDS

QUITCLAIM DEED

THIS INDENTURE made and entered into on this the 1st day of August, 2001, by and between **PLANNING AND DEVELOPMENT SERVICES, INC., a Tennessee Corporation,** Party of the First Part, and **HC SEWAGE TREATMENT, L.L.C.,** a Tennessee Limited Liability Company, Party of the Second Part.

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged, the Party of the First Part does hereby transfer and quitclaim to the Party of the Second Part, its heirs and assigns, all of its right, title, claim and interest in and to the property being more particularly described as follows, to-wit:

Situate, lying and being in the 11th Civil District of Carter County, Tennessee, and more particularly described as follows, to-wit:

BEING all of Lot 2 Scalf Property Subdivision as shown by map or plat of said Subdivision of record in Plat Cabinet B, slide 259, in the Register's Office for Carter County, Tennessee, to which reference is here made for a more complete description of said lot.

There is further conveyed the following:

1. Utility Easement 15 feet in width leading from Lot 2 to Lot 1 as shown on plat of record in Plat Cabinet B, Slide 259, in the aforesaid Register's Office.

2. Transportation Easements #1 and #2 as shown on plat of record in Plat Cabinet B, Slide 259, in the aforesaid Register's Office.

3. Grant of Easement dated March 14, 2001, of record in Misc. Book 93, page 442, in the aforesaid Register's Office.

4. Limited Waiver of Access Control dated April 19, 2001, of record in Deed Book 462, page 229, in the aforesaid Register's Office.

AND BEING part of the same property conveyed to Planning and Development Services, Inc. from Tri-City Bank & Trust Company by deed dated June 3, 1999, recorded in Deed Book 446, page 383, in the Register's Office for Carter County, Tennessee, to which reference is here made.

Tax Assessor's Property ID No.: Part of Map 58-N, Group A, Ctl. Map 66-C, Parcel 1.02 and 2.01.

It is understood that this is a Quitclaim Deed for the purpose of conveying whatever interest, if any, the Party of the First Part may have in and to the above-described property. No warranties, either express or implied, are made by the Party of the First Part concerning the title and/or use of the above-described property.

PREPARED BY:
BRANDT, BEESON and MAYFIELD, P.C.
ATTORNEYS AT LAW
206 PRINCETON ROAD
SUITE 25
JOHNSON CITY, TN 37601
Telephone (423) 282-1981

SAMPLE

COMMERCIAL PURCHASE AND SALE AGREEMENT

1. Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer _____ ("Buyer") agrees to buy and the undersigned seller Barnett's Gun and Indoor Range by and through Tim Barnett and Dana Barnett ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 118 First Ave.
_____
(Address) Hampton (City), Tennessee, 37658 (Zip), as recorded in _____ County Register of Deeds Office, 138 deed book(s), 195 page(s), and/or _____ instrument no. and as further described as:
_____
together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement ("Purchase and Sale Agreement" or "Agreement") by reference.

2. Purchase Price. The total purchase price for the Property shall be

_____U.S. Dollars, ($_____) ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.

3. Earnest Money/Trust Money. Buyer has paid or will pay within 3 business days after the Binding Agreement Date, the sum of $ 50,000 with _____ ("Holder") located at _____ (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:
_____
_____
_____
_____

This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. 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 subsequent written agreement signed by Buyer and Seller; or

(c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

B. Disputes Regarding Earnest Money/Trust Money. In the event Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest Money/Trust Money into a court of competent jurisdiction. 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, and upon payment of

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such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

4. Inspection. Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have _____ days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within _____ days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. Title.

A. Warranties of Seller. Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

(1) Liens for ad valorem taxes not yet due and payable.

(2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such title:

(a) as is classified as "marketable" under the laws of Tennessee; and

(b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

B. Warranties of Buyer. Buyer warrants Buyer is not a sanctioned nonresident alien, sanctioned foreign business, or sanctioned foreign government or an agent, trustee, or fiduciary thereof and therefore is not precluded from purchasing Property pursuant to Tenn. Code Ann. §66-2-301, et seq.

C. Title Issues and Objections. Buyer shall have _____ days after the Binding Agreement Date to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have _____ days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. Closing.

A. Closing Date. This transaction shall be consummated on April 27th, 2026, (the "Closing Date") or at such other time the parties may agree upon in writing.

B. Closing Agency for Buyer & Contact Information:

_____

Closing Agency for Seller & Contact Information:

_____

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C. Possession. Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the rights of tenants in possession and the Permitted Exceptions.

7. Seller's Obligations at Closing. At Closing, Seller shall deliver to Buyer:

(a) a Closing Statement;

(b) deed (mark the appropriate deed below)

☑ General Warranty Deed ☐ Special Warranty Deed

☐ Quit Claim Deed ☐ Other: _____

(c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

(d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents").

8. Conditions to Closing.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

9. Costs.

A. Seller's Costs. Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; all applicable deed recording fees; the fees of Seller's counsel and, **if checked, ☐ all transfer taxes**, otherwise Buyer is responsible for transfer taxes.

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

B. Buyer's Costs. Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property (including any intangibles tax, recording fees for deed of conveyance and deed of trust and cost of recording Buyer's loan documents.)

C. Additional Costs. In addition to the costs identified above, the following costs shall be paid by the parties hereto as indicated below:

Item to be Paid	Paid by Seller	Paid by Buyer
Survey	☐	☐
Title Examination	☐	☐
Premium for Standard Owner's Title Insurance Policy	☐	☐
Other: _____	☐	☐
Other: _____	☐	☐

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Other: _____ ☐ ☐

10. Taxes and Prorations. Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date *[Select only those that apply to this transaction; the items not checked do not apply to this Agreement]:*

☐ Utilities ☐ Service Contracts ☐ Tenant Improvement Costs

☐ Rents ☐ Leasing Commissions ☐ Other: _____

☐ Other: _____ ☐ Other: _____

11. Representations and Warranties.

A. Seller's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

B. Buyer's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

12. Agency and Brokerage.

A. Agency.

(1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.

(2) A Designated Agent is one who has been assigned by the Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in the company.

(3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.

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

(5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.

(6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

B. Agency Disclosure.

(1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):

☐ the Designated Agent for the Seller,

☐ the agent for the Seller,

☐ a Facilitator for the Seller, OR

☐ a dual agent.

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(2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):

□ the Designated Agent for the Buyer,

□ the agent for the Buyer,

□ a Facilitator for the Buyer, OR

□ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

(4) Material Relationship Disclosure. [Required with dual Agency] The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Seller Initials _____ Buyer Initials _____

C. Brokerage. Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

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

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that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

14. Destruction of Property Prior to Closing. If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. Other Provisions.

A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. Survival Clause. Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of _____ after the date of Closing.

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

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

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

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

G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)

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SAMPLE

Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Remedies. In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. Equal Opportunity. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. Termination by Buyer. In the event that Buyer legally and properly invokes Buyer's right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars ($100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

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

16. Exhibited and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☐ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Documents
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☐ Exhibit "D" Seller's Warranties and Representations

_____
_____
_____
_____
_____
_____
_____

17. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

_____
_____
_____
_____
_____
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_____
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_____
_____
_____
_____
_____

☐ **(Mark box if additional pages are attached.)**

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SAMPLE

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

19. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by _____ o'clock □ a.m./ □ p.m. local time on the _____ day of _____, _____.

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

NOTE: Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

Buyer hereby makes this offer.

_____

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock □ am/ □ pm

Offer Date

_____

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock □ am/ □ pm

Offer Date

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.

_____

SELLER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock □ am/ □ pm

Date

_____

SELLER

By: _____

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Title: _____

Entity: _____

_____ at _____ o'clock □ am/ □ pm
Date

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was received by _____ on _____ at _____ o'clock □ am/ □ pm

For Information Purposes Only:

United Country Blue Ridge Land & Auction	
Listing Company	Selling Company
Matthew Gallimore	
Independent Licensee	Independent Licensee
gallimore.matt@gmail.com	
Licensee Email	Licensee Email
540-239-2585	
Licensee Cellphone No.	Licensee Cellphone No.

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Docusign Envelope ID: 14321B61-DDDB-41E0-9A33-E35902CAB378

COMMERCIAL / INDUSTRIAL REAL PROPERTY DISCLOSURE

Upon the request from a prospective tenant of: (1) commercial real property of one thousand, five hundred (1,500) square feet or less or (2) industrial real property of five thousand (5,000) square feet or less, an owner of such real property must disclose to such tenant specific information about whether the property is in compliance with certain state and local codes for the type of building to be leased. This completed form constitutes that disclosure by the owner. 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 substitute for any professional inspection or warranties that the tenant may wish to obtain.

Instructions to the Owner

Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly label it as such. If the answer to such question is unknown, please clearly state that the answer is unknown to you. The Owner hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this disclosure to any person or entity in connection with any actual or anticipated lease of the subject property.

PROPERTY ADDRESS 118 First Ave, Hampton TN 37658 CITY Hampton

OWNER'S NAME(S) Tim and Dana Barnett

PROPERTY AGE 2012 DATE OWNER ACQUIRED PROPERTY 2012

DOES OWNER OCCUPY THE PROPERTY? ☑ YES ☐ NO

IF OWNER DOES NOT OCCUPY PROPERTY, STATE LENGTH OF TIME SINCE THE OWNER OCCUPIED PROPERTY: _____

A. DISCLOSURES

1. FIRE CODES:

Is the subject property in compliance with all state fire codes? ☑ YES ☐ NO ☐ Unknown

If no, please specifically state why the property is not in compliance with state fire codes:

_____

Is the subject property in compliance with all local fire codes? ☑ YES ☐ NO ☐ Unknown

If no, please specifically state why the property is not in compliance with local fire codes:

_____

2. PLUMBING CODES:

Is the subject property in compliance with all state plumbing codes? ☑ YES ☐ NO ☐ Unknown

If no, please specifically state why the property is not in compliance with state plumbing codes:

_____

Is the subject property in compliance with all local plumbing codes? ☑ YES ☐ NO ☐ Unknown

If no, please specifically state why the property is not in compliance with local plumbing codes:

_____

3. ELECTRICAL CODES:

Is the subject property in compliance with all state electrical codes? ☑ YES ☐ NO ☐ Unknown

If no, please specifically state why the property is not in compliance with state electrical codes:

_____

Is the subject property in compliance with all local electrical codes? ☑ YES ☐ NO ☐ Unknown

If no, please specifically state why the property is not in compliance with local electrical codes:

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B. REMEDIES

In the event an owner knowingly misrepresents information required to be disclosed by the act, the lessee's remedies, at the option of the lessee, for such misrepresentation on the disclosure statement shall be either:

1. An action for actual damages suffered as a result of known defects existing in the property as of the date of execution of the lease. Any action brought under this subdivision shall be commenced within one (1) year from the date the lessee received the disclosure statement or the date of occupancy, whichever occurs first.

OR

2. Termination of the lease.

C. OWNER'S CERTIFICATION

I/we certify that the information contained herein, concerning the real property located at 118 1st Ave, Hampton, TN 37658, is true to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to the occupation of this property, these changes will be disclosed in an addendum to this document. I hereby acknowledge receiving a copy of said disclosure statement.

DocuSigned by: Tim Barnett 1814BE4A7053468... **OWNER**	DocuSigned by: Dana Barnett 1814BE4A7053468... **OWNER**
By: Tim Barnett	By: Dana Barnett
Title: President	Title:
11/13/2025 at _____ o'clock ☐ am/ ☐ pm **Date**	11/13/2025 at _____ o'clock ☐ am/ ☐ pm **Date**

Parties may wish to obtain professional advice and/or inspection of the property and to negotiate appropriate provisions in the lease agreement regarding advice, inspections, defects and/or code compliance.

D. LESSEE'S ACKNOWLEDGEMENT

I/we certify that this disclosure statement is not intended as a substitute for any inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are evident by careful observation. I/we hereby acknowledge receiving a copy of said disclosure statement.

LESSEE	**LESSEE**
By:	By:
Title:	Title:
_____ at _____ o'clock ☐ am/ ☐ pm **Date**	_____ at _____ o'clock ☐ am/ ☐ pm **Date**

ELECTRONIC SIGNATURES PURSUANT TO STATE AND FEDERAL LAW WILL SUFFICE FOR ACKNOWLEDGEMENT OF THE ABOVE CONFIRMATION.

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