

# LOT/LAND EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** America's Land Partners

2 **ADDRESS OF COMPANY:** 365 Sims Lane Franklin TN 37069

3 **OWNER / SELLER:** David B Holmquist Dawn Conley

4 **ADDRESS OF OWNER / SELLER:** \_\_\_\_\_

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt  
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the  
7 hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS / LEGAL DESCRIPTION:** 0 Riverwatch Trace  
9 (Address) Sparta (City), Tennessee 38583 (Zip) as  
10 recorded in DeKalb County Register of Deeds Office, 163  
11 deed book(s) 413 page(s), and/or \_\_\_\_\_ instrument number, and further described  
12 as:  
13 with an estimated acreage of 2.07 ("Property").

14 **A. Other items that remain with the Property at no additional cost to Buyer:**

15  
16  
17  
18 **B. Items that shall NOT remain with the Property:**

19  
20  
21  
22 **2. THE LISTING PRICE, \$** 124,900.00 **(** One Hundred Twenty-Four Thousand Nine Hundred **)** Dollars).  
23 This price is based (select one):

- 24  for entire Property as a tract, and not by the acre; or  
25  per acre with the sales price to be determined by the actual amount of acreage of the Property, \$ \_\_\_\_\_  
26 per acre based on a current or mutually acceptable survey; or  
27  for entire Property as a tract but with the sales price to be adjusted upward or downward at \$ \_\_\_\_\_  
28 per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey  
29 should vary more or less than \_\_\_\_\_ acre(s) from the \_\_\_\_\_ estimated acreage.

30 **3. TERM.**

31 This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date")  
32 through April 30th, 2027 ("Listing Expiration Date"). If a contract to purchase, exchange or lease is  
33 signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale  
34 Agreement, exchange agreement, or lease agreement.

35 **Marketing of Property Commencement Date:** Seller directs Broker to commence marketing of the Property for sale  
36 to the general public on the Effective Date

37 OR  
38  on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

39 **Carry-Over Clause.** Should Seller contract to sell or exchange, or contract to lease the Property within 180 days  
 40 after the Listing Expiration Date of this Exclusive Right to Sell Listing Agreement (“Agreement”) to any Buyer/Tenant  
 41 (or anyone acting on Buyer’s/Tenant’s behalf) who has been introduced to the Property, directly or indirectly, during the  
 42 term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to  
 43 any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a  
 44 result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another  
 45 licensed real estate broker at the time of such contract.

46 4. **TERMS** of sale acceptable to Seller (such as USDA, Conventional, etc.): All Cash at Closing

47 5. **POSSESSION OF PROPERTY** to be delivered: At Closing

48 6. **SELLER CONCESSIONS.** Seller is hereby notified that a buyer may request certain concessions in any offer to  
 49 purchase. These concessions may include items such as home warranty, repairs, money toward buyer’s closing expenses,  
 50 buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

51 7. **COMPENSATION.**

52 **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY**  
 53 **NEGOTIABLE.**

54 **Compensation to Broker for Sale:** A total of \$ \_\_\_\_\_, or 8 % compensation based on  
 55 the total sales price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as  
 56 evidenced by delivery of warranty deed and payment of purchase price (“Closing”). In any exchange of the Property,  
 57 Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

58 **Cooperating Compensation:** Broker is authorized to offer a cooperative compensation in the amount of  
 59 \$ \_\_\_\_\_ or 3 % of Selling Price/monthly rental amount to a Selling Agent or Facilitator (an agent  
 60 who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction.  
 61 **This amount shall be taken from the amount agreed to be paid to Listing Broker.**

62 **Compensation to Broker for Lease:** In the event that the Property is leased under the terms of this Agreement, Seller  
 63 agrees to pay a total of \$ \_\_\_\_\_, or N/A % compensation based upon the monthly rental  
 64 amount which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under  
 65 the terms of the lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease  
 66 agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease.  
 67 This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the  
 68 Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described  
 69 herein, Seller agrees to pay Broker any remaining compensation based upon future rental payments at the time of Closing  
 70 and/or any compensation that may be due under the terms of this Listing Agreement.

71 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to  
 72 compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller’s breach of the  
 73 Purchase and Sale Agreement or the lease agreement. In the event this occurs, Seller agrees to compensate Broker in an  
 74 amount equal to the compensation which would have been due and owing Broker had the transaction closed or lease been  
 75 fulfilled. Such compensation shall be payable without demand. Should Broker consent to release the Listing prior to the  
 76 expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to market the  
 77 Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may be due to  
 78 Broker. Seller agrees to pay all reasonable attorney’s fees together with any court costs and expenses which real estate  
 79 agent incurs in enforcing any of Seller’s obligations to pay compensation under this Listing Agreement. The parties hereby  
 80 agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a defense  
 81 in the event of a dispute.

82 8. **FURTHER INFORMATION CONCERNING PROPERTY.**

83 **A. Mineral, oil, gas, water and timber rights.**

84 Shall conveyance of this Property include all mineral, oil, gas, water and timber rights?  Yes /  No  
 85 If no, please explain:

86 **B. Crops.**

87 Crops planted at the time of sale shall:  
 88  Pass with the land to the buyer OR  Remain with the Seller OR  Other (please describe):  
 89 N/A  
 90 \_\_\_\_\_

91 **C. Leasehold or Tenant’s Rights.**

**Scott N. Harrison**

This form is copyrighted and may only be used in real estate transactions in which Scott N. Harrison 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.



92 There are no leasehold interests or tenant's rights in the subject Property, except as follows:

93  
94

95 **D. Licenses or Usage Permits.**

96 No licenses or usage permits have been granted, including but not limited to those for crops, minerals, water, grazing,  
97 timber, usage rights to hunters, fishermen, or others except as follows:

98  
99

100 **E. Utilities.**

101 Seller represents that the following utility connections are located as follows: (e.g. on the Property, at the lot line,  
102 across the street, unknown, etc.)

103 Electricity: Caney Fork Electric Gas: Middle TN Gas Company  
104 Municipal Sewer: N/A Municipal Water: DeWhite Utility District  
105 Telephone: Ben Lomand Rural Tel Cable: Satellite

106 **F. Zoning.**

107 Seller represents that the Property is zoned Residential

108 **G. Flood Zone.**

109 Is the Property or any part thereof located in a flood zone?

110 No

111

112 **H. Exterior Injection Well, Soil Absorption and/or Percolation Test.**

113 **1. Exterior Injection Well.** Does the Seller have knowledge of an exterior injection well being present on the  
114 Property?  Yes /  No

115 **2. Soil Absorption and/or Percolation Test.** Has the Property been tested for  soil absorption and/or   
116 percolation? If either box is checked, please provide a copy of test results within \_\_\_\_\_ days of signing  
117 Agreement.

118 **I. Subsurface Sewage Disposal.**

119 Has the Property been evaluated for a Sub-Surface Sewage Disposal System?  Yes /  No

120 If yes, please provide a copy within \_\_\_\_\_ days of signing Agreement.

121 **J. Survey.**

122 Has the Property been surveyed?  Yes /  No If yes, please provide a copy of the most recent survey within  
123 \_\_\_\_\_ days of signing Agreement.

124 **K. Special Tax Arrangements.**

125 Is the Property in any special tax arrangement such as Green Belt?  Yes /  No

126 If yes, please list details:

127

128 **L. Foreign/Unnatural Materials on Property.**

129 Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural  
130 materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine  
131 production, radioactive material or radon on the Property (structure or soil)?  Yes /  No

132 If yes, please list details, including the substance and its location:

133  
134

135 **9. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

136 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this  
137 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands  
138 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable  
139 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that  
140 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local  
141 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.

142 Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is

This form is copyrighted and may only be used in real estate transactions in which **Scott N. Harrison** 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.



143 authorized to communicate any offer of cooperating compensation to prospective Selling Agents or Facilitators and may  
 144 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.  
 145 Seller shall assist Broker in any reasonable way in selling Property and shall refer to Broker all inquiries regarding this  
 146 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final  
 147 sales information to the MLS for the purpose of compiling comparable sales data reports.  
 148

149 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to  
 150 disseminate the Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have  
 151 photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used  
 152 and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media;  
 153 and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other  
 154 copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant  
 155 license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the  
 156 Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized  
 157 to receive on behalf of Seller all notices, offers, and other documents incidental to the offering and sale of the Property  
 158 which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if  
 159 such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order  
 160 for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from  
 161 Buyers or cooperating brokers, Broker shall follow Seller's lawful instructions on the disclosure of the existence  
 162 of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)  
 163

164 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified  
 165 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty  
 166 deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any.  
 167 Property is offered without regard to race, creed, color, religion, sex, handicap, familial status, or national origin. A  
 168 request from Seller to observe discriminatory requirements in the sale or lease of the Property shall not be granted  
 169 since it is a violation of the law.

170 **10. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

171 *Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability*  
 172 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*  
 173 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*  
 174 *of the following:*

175 *Non United States citizen;*

176 *Non resident alien; or*

177 *Foreign corporation, partnership, trust, or estate*

178 *It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

179 **11. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

180 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet to ensure information is accurate.  
 181 Seller has not advised Broker and/or Broker's affiliated Licensees (hereinafter "Agents") of any defects in the Property or  
 182 the improvements located thereon. Seller is not aware of any other defect or environmental factor which would affect the  
 183 value of the Property, significantly reduce the structural integrity of the improvements on the Property, or the health of  
 184 future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing  
 185 data wherein Seller has supplied such information. Seller further agrees to hold Agents and firm harmless and indemnify  
 186 them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or  
 187 misrepresentation by Seller and/or for any material fact that is known or should be known by Seller concerning the Property  
 188 and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's fees for Agents and  
 189 firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn.  
 190 Code Ann. § 62-13-102) concerning the Property.

191 Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings of the Property. **Seller is responsible**  
 192 **for compliance with state or federal law regarding usage of video or audio recording devices while marketing or**  
 193 **showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.**  
 194 Seller additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized key holder key-entry

**Scott N. Harrison**

This form is copyrighted and may only be used in real estate transactions in which **Scott N. Harrison** 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.



Copyright 2015 © Tennessee Association of Realtors®

Version 01/01/2025

RF131 – Lot/Land Exclusive Right to Sell Listing Agreement (Designated Agency), Page 4 of 8

195 access to the Property. Seller also authorizes Broker and/or Broker's affiliated Licensees to place a lock box on said  
 196 Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property.  
 197 Seller represents that adequate insurance shall be kept in force to protect Seller in the event of any damage, losses or claims  
 198 arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees,  
 199 salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings thereof.

200 Seller acknowledges and agrees that Broker:

- 201 (a) May show other properties to prospective buyers who are interested in Seller's Property;
- 202 (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the  
 203 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the  
 204 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;  
 205 the availability and cost of utilities, septic or community amenities; conditions existing off the Property which  
 206 may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable  
 207 boundaries of school districts or other school information; proposed or pending condemnation actions involving  
 208 the Property; the appraised or future value of the Property; termites and wood destroying organisms; building  
 209 products and construction techniques; the tax or legal consequences of a contemplated transaction; matters  
 210 relating to financing; etc. Seller is hereby advised to seek independent expert advice on any of these or other  
 211 matters which are of concern to Seller;
- 212 (c) Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this  
 213 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the  
 214 Tennessee Real Estate Commission Rules; and
- 215 (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

## 216 12. EXPERT ASSISTANCE.

217 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an  
 218 expert in the matters of law, taxation, financing, square footage, acreage, inspections, geological issues, wood destroying  
 219 organisms, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice  
 220 to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides  
 221 names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained  
 222 by Client.

## 223 13. AGENCY.

### 224 A. Definitions.

- 225 1. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage  
 226 firm and where the context would indicate, the Broker's affiliated licensees.
- 227 2. **Designated Agent for the Seller:** The individual licensee that has been assigned by the Managing Broker and  
 228 is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion  
 229 of all other licensees in the company. Even if someone else in the licensee's company represents a possible Buyer  
 230 for this Seller's Property, the Designated Agent for the Seller shall continue to work as an advocate for the best  
 231 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established  
 232 without a written agency agreement.
- 233 3. **Facilitator / Transaction Broker (not an agent for either party):** The licensee is not working as an agent for  
 234 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a  
 235 transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be  
 236 used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any  
 237 Licensee or company who has not entered into a written agency agreement with either party in the transaction is  
 238 considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 239 4. **Dual agency:** The licensee has agreements to provide services as an agent to more than one (1) party in a specific  
 240 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon  
 241 full disclosure to each party and with each party's informed consent.
- 242 5. **Adverse Facts:** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees  
 243 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of  
 244 improvements to real property or present a significant health risk to occupants of the property.

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

250           **B. Duties owed to all Parties to a Transaction.**

251           **Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties**  
 252           **to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise**  
 253           **provided by law:**

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

275           **C. Duties owed to Client.**

276           **In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or**  
 277           **Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:**

- 278           1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement  
 279           between the licensee and licensee’s client;
- 280           2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation  
 281           of a transaction and in other activities, except where such loyalty/duty would violate licensee’s duties to a  
 282           customer in the transaction; and
- 283           3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist  
 284           the client by:
- 285           A) Scheduling all Property showings on behalf of the client;
- 286           B) Receiving all offers and counter offers and forwarding them promptly to the client;
- 287           C) Answering any questions that the client may have in negotiation of a successful purchase agreement  
 288           within the scope of the licensee’s expertise; and
- 289           D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase  
 290           agreement for a successful closing of the transaction.

291           Upon waiver of any of the above duties listed under subsection 12.C.3., a consumer must be advised in writing  
 292           by such consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the  
 293           transaction for the performance of said duties.

Scott N. Harrison

This form is copyrighted and may only be used in real estate transactions in which \_\_\_\_\_ 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.





346 ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS  
347 DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND  
348 ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

349 **18. CONFIDENTIALITY.** Information which the Seller authorizes Broker and Broker's affiliated Licensees to disclose  
350 which might otherwise be confidential:  
351  
352  
353  
354  
355  
356

357 **19. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made  
358 a part of this Agreement:  
359  
360  
361  
362

363 **20. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall control:  
364 The Net Proceeds from the Sale are to be distributed between the Two(2) Sellers at a 50% /  
365 50%.  
366 Both Sellers agree to be current on all Property Taxes, HOA Dues & Assessments. Should  
367 either Party not be current, the non-current(s) agree to become current before the Closing  
368 Date.  
369  
370

371 **NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.**

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

<p>373 <u>Scott N. Harrison</u> 374 <b>BY: Broker or Licensee Authorized by Broker</b> 375 04/27/26 at 6:29 PM CST 376 Date _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 377 <u>Scott N. Harrison</u> 378 Print/Type Name</p>	<p style="text-align: center;">America's Land Partners</p> <p><b>BROKER/FIRM</b></p> <p style="text-align: center;">365 Sims Lane</p> <p>Address <b>Franklin TN 37069</b></p> <p>Phone: <b>855-384-5263</b></p> <p>Email: <b>snharrisonrealtor@gmail.com</b></p>
---	--

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

<p>380 <u>David B Holmquist</u> 381 <b>SELLER/OWNER</b> 382 <u>David B Holmquist</u> 383 Print/Type Name 384 04/27/26 at 6:33 PM CST 385 Date _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 386 _____ 387 Address 388 Phone: _____ (H) _____ (Cell) 389 _____ (W) Email: <u>dholmquist@nationalland.com</u></p>	<p>380 <u>Dawn Conley</u> 381 <b>SELLER/OWNER</b> 382 <u>Dawn Conley</u> 383 Print/Type Name 384 04/27/26 at 6:36 PM CST 385 Date _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm 386 _____ 387 Address 388 Phone: _____ (H) _____ (Cell) 389 _____ (W) Email: <u>dawnholmquist@gmail.com</u></p>
--	--

*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.*

This form is copyrighted and may only be used in real estate transactions in which Scott N. Harrison 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.