



# Blue Ridge Land & Auction Co., Inc

## Online Auction Bidders Agreement

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

**AUCTION FOR** – GM Irrevocable Trust

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

**AUCTION DATE** – Thursday, August 20<sup>th</sup>, 2026 at 4 PM

\*\*\* Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

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

**AFFILIATE BROKER** – Misty Clarke (Affiliate Broker) of Keller Williams Bristol located at 930 Shelby St., Bristol, TN 37620 (423) 433-6500 has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

+/-5.11 acres; Parcel # 084d A 015.00, Sullivan County TN

**Address:** 167 Tailwater Rd., Bluff City, TN 37618

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, August 20<sup>th</sup>, 2026 at 4 PM (EST)**

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

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

## Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman** at (540) 745-2005 or by email at [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Affiliate Broker Misty Clarke with Keller Williams Bristol (423) 967-3067 or email [MistyClarkeRealtor@gmail.com](mailto:MistyClarkeRealtor@gmail.com)
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

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

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Tennessee code § 47-2-328 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. 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).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to TN State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating TN State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.
- 21) **Other:** Property is subject to covenants and restrictions.

**Matt Gallimore – United Country Blue Ridge Land and Auction**

Owner, Real Estate Broker, Auctioneer, MBA

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

[Gallimore.Matt@gmail.com](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

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

**Firm State License #'s**

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

**Misty Clarke – Keller Williams Bristol**

Affiliate Broker

930 Shelby St.

Bristol, TN 37620

423-967-3067

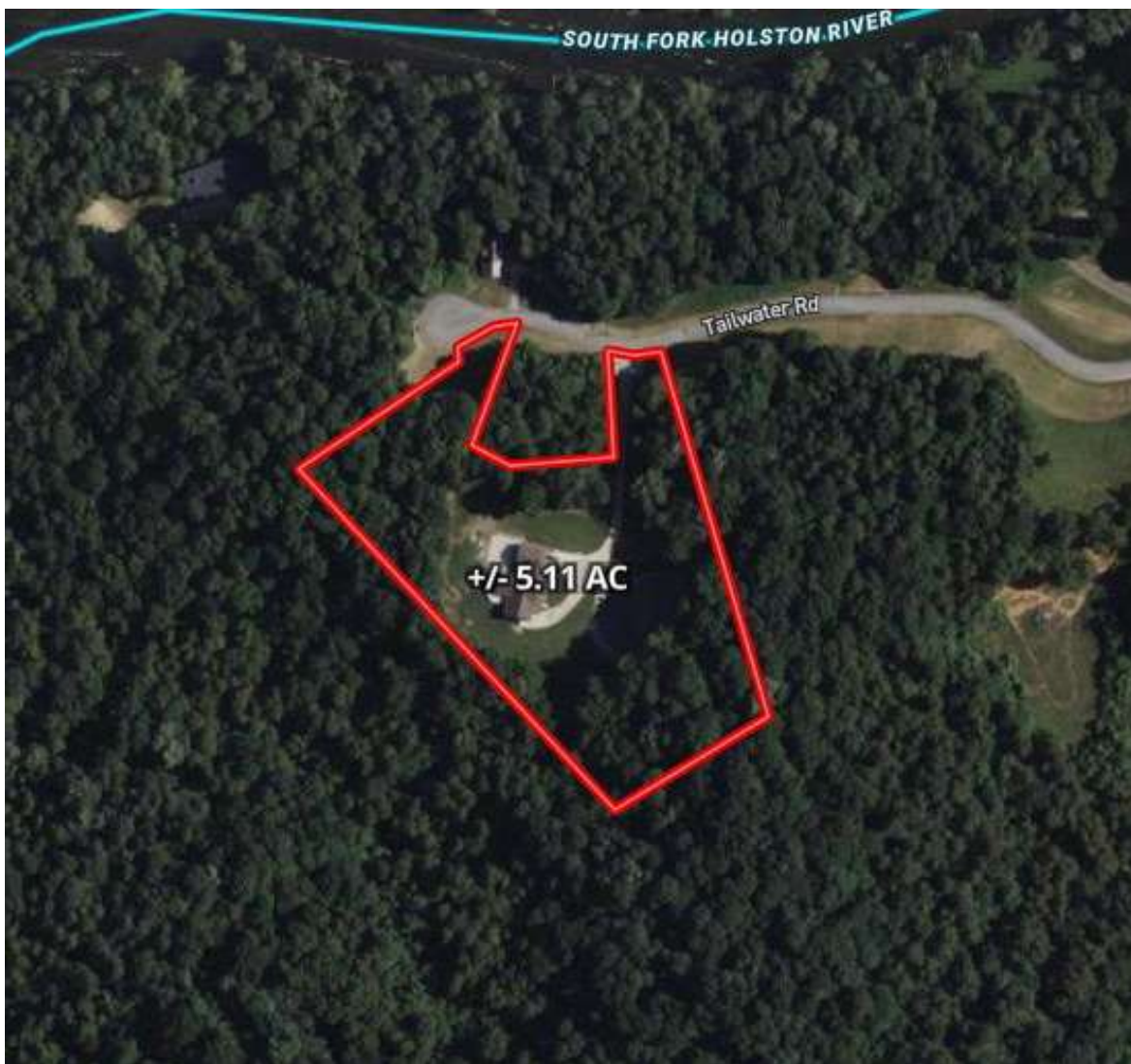
[MistyClarkeRealtor@gmail.com](mailto:MistyClarkeRealtor@gmail.com)

|  |            |
|--|------------|
| Virginia Real Estate Salesperson License #       | 0225234391 |
| Tennessee Real Estate Affiliate Broker License # | 339106     |



**Auction Services**

# Aerial

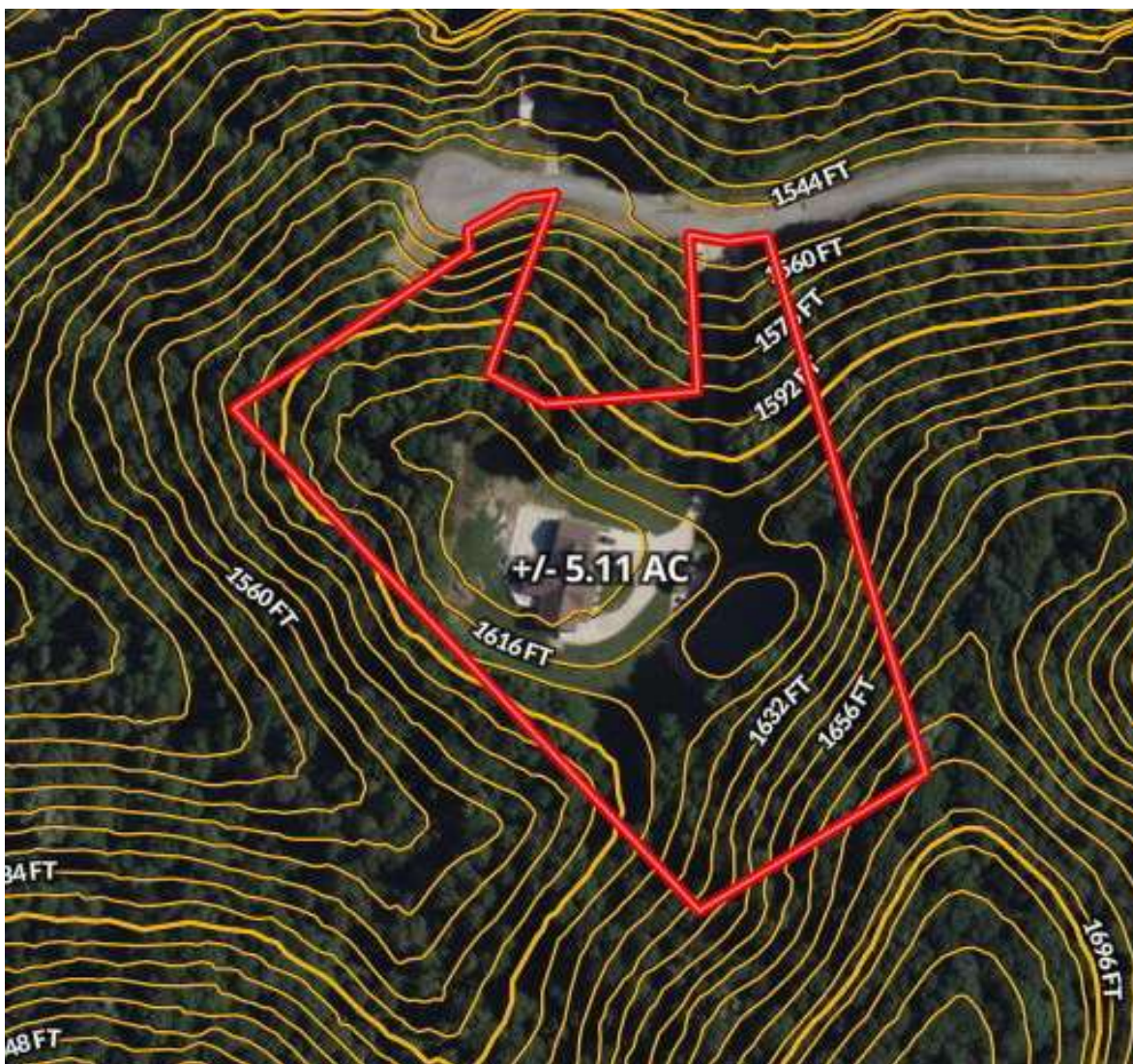


**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



Auction Services

# Contour

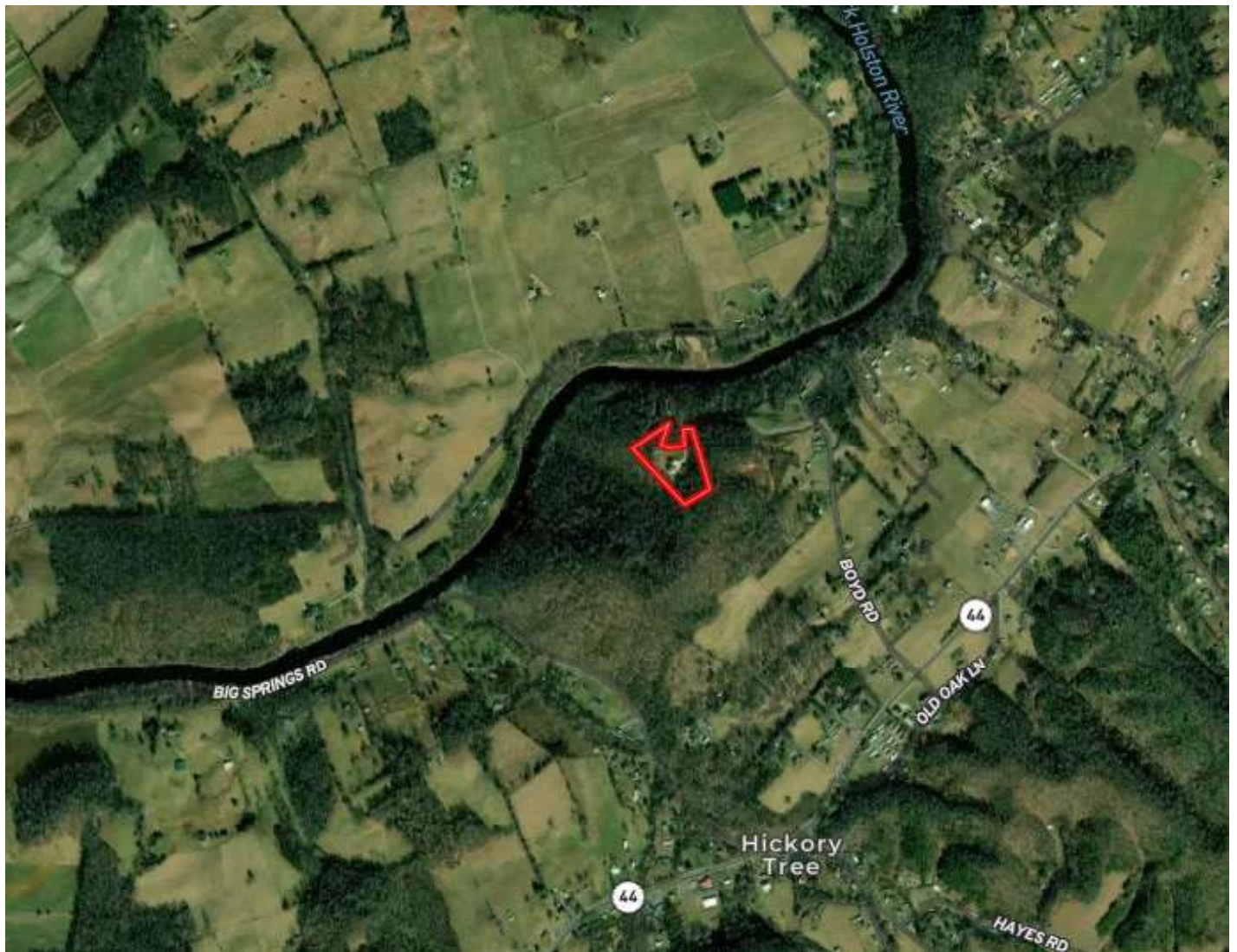


**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



# Neighborhood

167 Tailwater Road,  
Bluff City, TN 37618





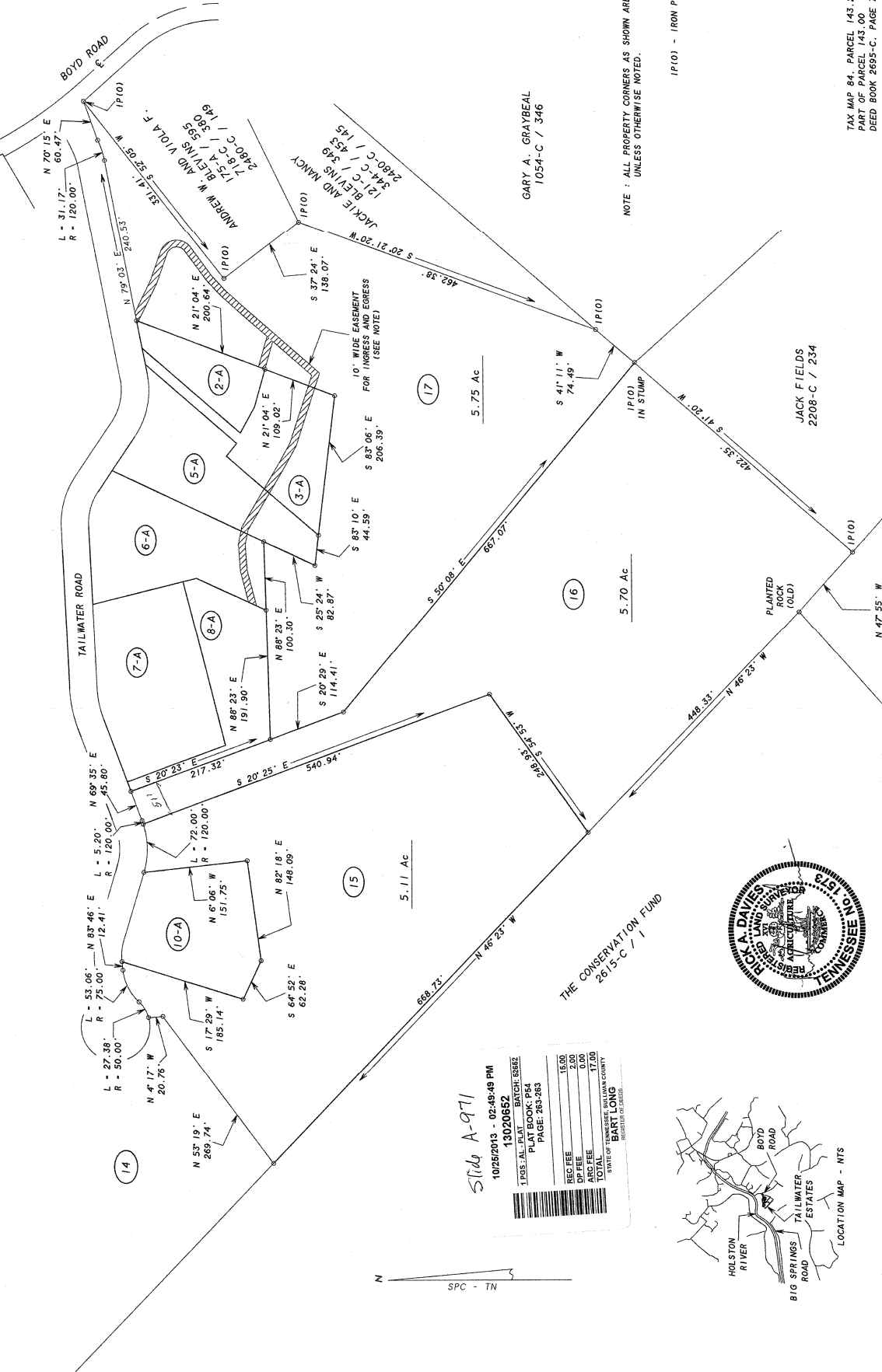
# Location

167 Tailwater Road,  
Bluff City, TN 37618



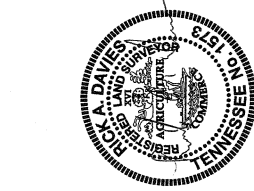
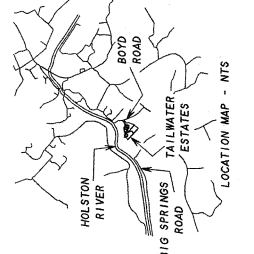
NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT AND, THEREFORE, MAY NOT INCLUDE ALL EASEMENTS, SERVITUDES AND COVENANTS THAT SUCH A REPORT MIGHT REVEAL.

NOTE: 10' WIDE EASEMENT FOR INGRESS AND EGRESS AS SHOWN (THE MAJORITY OF WHICH LIES WITHIN AN EXISTING ROAD) IS HEREBY ESTABLISHED FOR THE BENEFIT OF LOTS 2-A, 3-A, 5-A, 6-A AND 8-A TO BE USED IN THE INSTALLATION AND MAINTENANCE OF SURFACE SEWAGE DISPOSAL SYSTEMS ON SAID LOTS.



SPC - TN

Slide A-971  
 10/26/2013 - 02:49:49 PM  
 13020652  
 1 PAGE, ALL PLAT BATCH SIZE  
 PLAT BOOK: P64  
 PAGE: 263-265  
 REC.FEE 15.00  
 DP.FEE 2.00  
 ACCT.FEE 0.00  
 TOTAL 17.00  
 STATE OF TENNESSEE, SULLIVAN COUNTY  
 BARTLETT, TENNESSEE



PURSUANT T.C.A. 13-3-401-PART 4B: DIVISIONS OF LAND OVER FIVE ACRES EXEMPTED FROM SUBDIVISION REGULATIONS. HOWEVER ALL BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REQUIREMENTS IN EFFECT AT SUCH TIME OF CONSTRUCTION.

CONFIRMATION BY PLANNING DIRECTOR  
 DATE 10/27/2013

DAVIES LAND SURVEYING  
 P. O. BOX 152  
 BLUFF CITY, TN 37618  
 423-538-8855

CHARLES AND ELAINE C. HOLLIS  
 2441-C / 417

JACK FIELDS  
 2208-C / 234

GARY A. GRAYBEAL  
 1054-C / 346

NOTE: ALL PROPERTY CORNERS AS SHOWN ARE NEW IRON PINS UNLESS OTHERWISE NOTED.

IP(10) - IRON PIN (OLD)

TAILWATER ESTATES :  
 LOTS 15 THROUGH 17

TAX MAP 84, PARCEL 143.20 AND PART OF PARCEL 143.00, DEED BOOK 2635-C, PAGE 742

THIRD CIVIL DISTRICT: SULLIVAN COUNTY, TENNESSEE

|          |           |         |                  |
|----------|-----------|---------|------------------|
| DRAWN BY | SCALE     | DATE    | DRAWING NUMBER   |
| R. A. D. | 1" = 100' | 7-21-09 | C-1667 / 10936AV |

# COVENANTS, CONDITIONS, AND RESTRICTIONS

BOOK 2815C PAGE 0031

FOR

TAILWATER ESTATES

BLUFF CITY, TENNESSEE

*Prepared by + Lured Chief*

SUBMITTED BY:

C.C.S. LAND & DEVELOPMENT, INC.  
BRISTOL, TENNESSEE

*4981 Hwy 421*

*Bristol TN 37620*

MARY LOU DUNCAN  
REGISTER OF DEEDS  
SULLIVAN COUNTY, TENNESSEE  
21 Sep 2009 TIME 02:51 p  
BOOK 2815C PAGE 0031  
TAX C CF 2.00  
FEE 25.00 TOTAL 27.00  
RECEIPT NO. 2009-111943

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
TAILWATER ESTATES

BOOK 2815C PAGE 0032

This declaration of covenants, conditions, and restrictions for Tailwater Estates is made on August 15, 2009

All the property described in this instrument shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the real property.

ARTICLE 1  
PROPERTY SUBJECT TO THIS DECLARATION

Existing Property- The real property which is subject to this Declaration is located in Sullivan County, Tennessee and is more particularly described as follows:

Being all lots of Tailwater Estates as shown on the plat of records

1. ***Plat Use Restrictions.*** No lot shall be used except for private single residential purposes. No structure shall be erected, placed, or altered or permitted to remain on any lot except one family dwelling designed for the occupancy of one family, not to exceed two and one-half stories in height for the sole use of the owner and occupants of the lots.
2. ***Nuisances.*** No noxious or offensive trade or activity shall be conducted on any lots, nor shall anything be done which may be or become an annoyance or Nuisance to the neighborhood.
3. ***Specific Restrictions and Prohibition.***
  - A. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder, which shall be removed when construction or development is completed.
  - B. No outbuilding, trailer, basement, tent, shack, garage, barn, or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.
  - C. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No automobile, trailer, boat, truck, or any other vehicle, shall be parked on any street in the subdivision for extended periods of time.

D. **Garage Structures and Out Buildings.** Garage structures and out buildings may be built on each residential lot as long as the garage construction is the same as the residential unit on that lot including color of roofs, sidings, and bricks and the same type of materials are used. Construction of a garage structure or out building must be approved by the developer and Building Inspection Department.

BOOK 2815C PAGE 0033

E. **Animals.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, and other household pets (meaning the domestic pets traditionally recognized as a household pets in this geographic area: may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes.)

F. **Lot Maintenance.** From and after the date of construction of a single family residence on a lot is started it shall be the duty of each lot owner to keep the grass on the lot properly cut and to keep the lot free from weeds and trash. Upon the owner's failure to comply with this condition, the developer may take the action necessary to have the grass cut. Owner shall immediately, upon demand, reimburse the developer, or said cost may be assessed against the Owner by lien, enforceable by foreclosure, against said lot.

G. **Duty to Repair and Rebuild.** Each owner of a lot shall, at its sole cost and expense, repair his residence, keeping the same condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

H. **Business.** No trade or business (and no practice of medicine, dentistry, chiropody, osteopathy, insurance, real estate, and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood except developer and or builder have the right to operate real estate sales office until building and development is finished.

I. **Signs.** No signs for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, developer shall have the right to erect larger signs when advertising the subdivision, place signs on lots designating the lot number of the lots. This restriction shall not prohibit placement of occupant name sign and address.

J. **Drainage.** Drainage of each lot shall conform to the general drainage plans of developer for the subdivision. All property owners shall maintain their property drainage per the subdivision drainage plan or as developer has installed.

BOOK 2815C PAGE 0034

K. **Disposal of Trash.** No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage except during construction with construction dumpsters. Trash cans shall be placed on the street on trash pick-up days. After removal of the trash, the trash cans shall be removed the same day to the rear of the said lot.

L. **Fences.** No fencing to be placed on any lot without developer's approval and to be professionally installed by a reputable fence contractor and must stay a minimum of 2' off property line unless otherwise noted by developer and can not extend past rear corner of home. No fences in front or side yards.

M. **Architectural.** All home plans must be approved by developer for design, size, and construction type.

N. **Enforcement of Covenants.** Upon the owner's failure to comply with the provisions in the covenants, conditions and restrictions of this document, developer or whomever the developer may assign the right, may take such action as necessary to correct the nonconformity. The owner shall immediately, upon demand, reimburse the developer or his assigns from the expenses incurred. If immediate payment is not made interest at the rate of 12% per annum compounded monthly from the date demanded is made shall accrue. Developer or any person or association to whom the developer may assign such right shall have a lien, enforceable by foreclosure, against the lots and the improvements thereon. The noncompliant lot owner shall also be responsible for court cost and reasonable attorney fees incurred.


O. **Record.** These covenants shall run with the land and be binding on all lot owners of lots in Tailwater Estates and their heirs and assigns.

P. **Towers.** No radio towers of any type will be permitted in said lots.

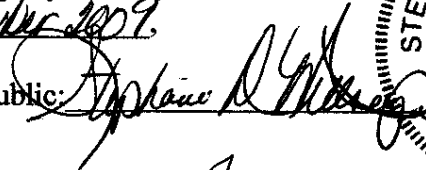
ARTICLE II  
APPROVAL OF CONSTRUCTION AND LANDSCAPES PLANS

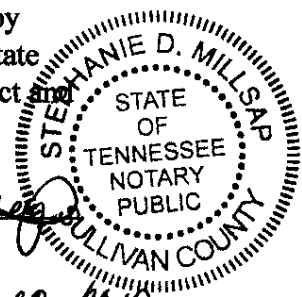
1. **Building Materials.** The exterior building material of all structures shall extend to ground level and shall be brick, stone, brick veneer, wood siding, stone veneer, concrete siding, stucco, or a combination of same. No more than 15% vinyl.
2. **Manufactured Housing.** Manufactured Housing will not be permitted on any lots.
3. **Minimum Floor Areas.** The following shall be the minimum floor areas of homes to be constructed after this instrument is recorded:  
The square footage of homes shall be a minimum of 1350 square feet of finished living area.
4. **Minimum Roof Pitch.** The following shall be the minimum roof pitch of the homes to be constructed after this instrument is recorded:  
The roof pitch of all homes shall be a minimum of a 6/12
5. **Setbacks.** No structure shall be located on any lot nearer to the front lot line or the side line than the minimum building setback lines shown on the recorded plat.
6. **HVAC & Water Heaters.** All HVAC and water heater units must be TVA approved no exceptions.

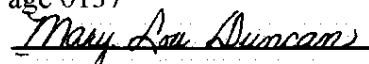
This instrument was prepared by: \_\_\_\_\_

  
 \_\_\_\_\_  
 Garland E. Chafin II, President  
 C. C. S. Land & Development, Inc.  
 4981 Highway 421  
 Bristol, Tennessee 37620

I, the undersigned Notary Public, for and in the County and State of aforesaid hereby certify that the foregoing instrument was produced before me in said County and State acknowledged by Garland E. Chafin II, party thereto, to be his true act and deed. Witness my hand this 21st day of September 2009.

Notary Public:   
 Commission expires: February 28, 2010





**Sullivan (082)**  
**Tax Year 2026 | Reappraisal 2025**

Jan 1 Owner  
 LEONARD TINA R TRUSTEE  
 193 MAIN ST  
 BLUFF CITY TN 37618

Current Owner  
**TAILWATER RD**  
 Ctr Map: 084D Group: A Parcel: 015.00  
 Pl: 000 St: 000

**Value Information**  
 Land Market Value: \$144,000  
 Improvement Value: \$806,200  
 Total Market Appraisal: \$950,200  
 Assessment Percentage: 25%  
 Assessment: \$237,550

**Subdivision Data**  
 Subdivision: TAILWATER EST  
 Plat Book: 263  
 Plat Page: 15  
 Lot: 15


**Additional Information**  
**General Information**  
 Class: 00 - Residential  
 City #: Special Service District 1: 000  
 District: 03  
 Number of Buildings: 1  
 Utilities - Water/Sewer: 13 - NONE / PUBLIC  
 Utilities - Gas/Gas Type: 05 - INDIVIDUAL - NATURAL GAS

**Outbuildings & Yard Items**  
 Long OutBuilding & Yard Items list on subsequent pages

**Sale Information**  
 Long Sale Information list on subsequent pages

**Land Information**  
 Deed Acres: 5.11  
 Calculated Acres: 0  
 Total Land Units: 5.11

**Residential Building #: 1**  
**Improvement Type:**  
 01 - SINGLE FAMILY  
**Exterior Wall:**  
 18 - STONE/WOOD  
**Heat and AC:**  
 7 - HEAT AND COOLING SPLIT  
**Quality:**  
 2 - ABOVE AVERAGE  
**Square Feet of Living Area:**  
 2701  
**Foundation:**  
 02 - CONTINUOUS FOOTING  
**Roof Framing:**  
 02 - GABLE/HIP  
**Cabinet/Millwork:**  
 04 - ABOVE AVG  
**Interior Finish:**  
 07 - DRYWALL  
**Bath Tiles:**  
 00 - NONE  
**Shape:**  
 03 - U-SHAPED

**Building Sketch**  


**Building Areas**  
**Areas**

| Building Areas            | Square Feet |
|---------------------------|-------------|
| BAS - BASE                | 2,701       |
| BMU - BASEMENT UNFINISHED | 696         |
| OPF - OPEN PORCH FINISHED | 400         |
| OPF - OPEN PORCH FINISHED | 174         |
| GRF - GARAGE FINISHED     | 754         |
| UTF - UTILITY FINISHED    | 145         |
| OPF - OPEN PORCH FINISHED | 560         |

**Stories:**  
 1.00  
**Actual Year Built:**  
 2013  
**Plumbing Fixtures:**  
 9  
**Condition:**  
 AV - AVERAGE  
**Floor System:**  
 04 - WOOD W/ SUB FLOOR  
**Roof Cover/Deck:**  
 03 - COMPOSITION SHINGLE  
**Floor Finish:**  
 09 - HARDWOOD/PARQUE  
**Paint/Decor:**  
 04 - ABOVE AVERAGE  
**Electrical:**  
 03 - AVERAGE  
**Structural Frame:**  
 00 - NONE

| Land Code | Soil Class | Units |
|-----------|------------|-------|
| 01 - RES  |            | 5.11  |

| Land Code | Soil Class | Units |
|-----------|------------|-------|
| 01 - RES  |            | 5.11  |

**Outbuildings & Yard Items**

| Building # | Type                      | Description | Area/Units |
|------------|---------------------------|-------------|------------|
| 1          | PFO - OPEN PORCH FINISHED |             | 345        |
| 1          | UTB - UTILITY BUILDING    |             | 320        |
| 1          | PFO - OPEN PORCH FINISHED |             | 64         |
| 1          | POL - SWIMMING POOL       | 15X34       | 510        |

**Sale Information**

| Sale Date | Price | Book | Page | Vacant/Improved | Type Instrument            | Qualification |
|-----------|-------|------|------|-----------------|----------------------------|---------------|
| 6/23/2022 | \$0   | 3514 | 2148 |                 | SC - SCRIVENER'S AFFIDAVIT | -             |
| 4/5/2022  | \$0   | 3501 | 1412 |                 | QC - QUITCLAIM DEED        | -             |
| 2/23/2016 | \$0   | 3190 | 801  |                 | -                          | -             |
| 2/2/2016  | \$0   | 3188 | 1419 |                 | -                          | -             |
| 1/29/2016 | \$0   | 3188 | 839  |                 | -                          | -             |
| 11/4/2013 | \$0   | 3154 | 305  |                 | -                          | -             |



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
APPLICATION FOR GROUND WATER PROTECTION SERVICES**

| 1. SERVICE REQUESTED: (check service)                                 | APPLICANT<br>COMPLETE QUESTIONS: | FEES DUE | PTBMIS CODES V689<br>Code Supp/Code |     |
|---|----------------------------------|----------|-------------------------------------|-----|
| <input type="checkbox"/> Septic System Construction Permit            |                                  |          |                                     |     |
| <input type="checkbox"/> Dwelling .....                               | 2, 3, 4, 7, 8, 9                 | \$ _____ | 78064                               | Yes |
| <input type="checkbox"/> Commercial: gpd .....                        | 2, 3, 4, 7, 8, 9                 | \$ _____ | 78064                               | Yes |
| <input type="checkbox"/> System Modification .....                    | 2, 3, 4, 7, 8, 9                 | \$ _____ | 78064                               | Yes |
| <input type="checkbox"/> Repair .....                                 | 2, 3, 4, 7, 8, 9                 | \$ _____ |                                     |     |
| <input type="checkbox"/> Inspection Letter .....                      | 2, 3, 5, 7, 8, 9                 | \$ _____ | 78030                               |     |
| <input type="checkbox"/> Certificate of Verification .....            | 2, 3, 5, 7, 8, 9                 | \$ _____ | 78032                               | Yes |
| <input type="checkbox"/> Water Sample                                 |                                  |          |                                     |     |
| <input type="checkbox"/> Total Coliform .....                         | 2, 3, 6, 7, 8, 9                 | \$ _____ | 78036                               | Yes |
| <input type="checkbox"/> Fecal Coliform .....                         | 2, 3, 6, 7, 8, 9                 | \$ _____ | 78038                               | Yes |
| <input type="checkbox"/> Alternative System Permit* .....             |                                  | \$ _____ | 78068                               |     |
| <input type="checkbox"/> Large Conventional System Plan Review* ..... |                                  | \$ _____ | 78090                               |     |
| <input type="checkbox"/> Large Alternative System Plan Review* .....  |                                  | \$ _____ | 78090                               |     |
| <input type="checkbox"/> Experimental System Plan Review* .....       |                                  | \$ _____ | 78072                               |     |
| <input type="checkbox"/> Subdivision Evaluation: Lots: _____*         |                                  | \$ _____ | 78084                               |     |
| <input type="checkbox"/> Soil Mapping: Type _____ Acres _____*        |                                  | \$ _____ |                                     | Yes |
| <input type="checkbox"/> Installer Permit: Type(s) _____*             |                                  | \$ _____ | 78026                               | Yes |
| <input type="checkbox"/> Pumper Permit* .....                         |                                  | \$ _____ | 78028                               |     |
| <input type="checkbox"/> Plat Approval — Individual Lot.....          |                                  | \$ _____ | 78029                               |     |
| <input type="checkbox"/> Domestic Septage Disposal Site Permit .....  |                                  | \$ _____ | 78031                               |     |

\*Applicant may review these service requests with Environmental Specialist prior to processing application.

2. **LANDOWNER:** Names: Gerry Smith Address: 396 Boyd Rd. Bluff City, Tenn. Day Phone: 384-1175

**APPLICANT** Name: Gerry Smith Address: Lot # 15 Tailhook Rd. Bluff City, Tenn. Day Phone: 384-1175

**ORIGINAL OWNER** Name: \_\_\_\_\_

DBA  
Volente

3. **LOCATION OF LOT OR SITE:** a) In a subdivision?  b) Name: Tailhook Estates Lot # 15  
 b) Non-Subdivision \_\_\_\_\_ Give specific directions and address to the lot or site: \_\_\_\_\_

4. **FOR SDDS PERMIT ONLY:** a) Size of lot 5.6 AC. b) Number of Bedrooms 3  
 c) How many occupants? \_\_\_\_\_ d) Excavated Basement? Yes \_\_\_\_\_ No   
 e) Basement Plumbing Fixtures? Yes \_\_\_\_\_ No   
 f) Amount of water used monthly (gallons) \_\_\_\_\_  
 g) Water Supply: Public  Well \_\_\_\_\_ Spring \_\_\_\_\_  
 h) Is the lot staked?  If not, date it will be staked: \_\_\_\_\_  
 Is the house staked? \_\_\_\_\_ If not, date it will be staked: \_\_\_\_\_  
 i) Installer, if known: \_\_\_\_\_

5. **FOR INSPECTION LETTER ONLY:** Will pick up \_\_\_\_\_ Please mail \_\_\_\_\_  
 a) Age of house \_\_\_\_\_ b) Is house vacant? \_\_\_\_\_ How long? \_\_\_\_\_  
 c) Original sewage system inspected \_\_\_\_\_  
 d) Date of previous repairs \_\_\_\_\_ Inspected \_\_\_\_\_  
 e) Is waste water "backing up" into plumbing fixtures? \_\_\_\_\_ Surfacing on the ground? \_\_\_\_\_  
 f) All waste water including washing machines routed into septic tank \_\_\_\_\_

6. **FOR WATER SAMPLE ONLY:** a) Source of Supply: Spring \_\_\_\_\_ Well \_\_\_\_\_  
 b) Is there an outside faucet? \_\_\_\_\_ c) Is the source chlorinated? \_\_\_\_\_  
 d) For Wells: Is the casing 6" above the ground? \_\_\_\_\_ Is a sanitary seal on the casing? \_\_\_\_\_

7. MAKE A ROUGH SKETCH ON BACK OF THIS **WHITE** PAGE SHOWING DIRECTIONS TO PROPERTY, PROPERTY LINES, HOUSE SITE, WELL LOCATION, SPRING LOCATION, PLANNED DRIVEWAY AND UTILITIES.

8. ALL FEES DUE IN ADVANCE AND ARE NON-REFUNDABLE (except upon appeal). See Fee Schedule on reverse. Make check payable to: **TREASURER, STATE OF TENNESSEE**

9. I certify that the above information is true and correct to the best of my knowledge, and that I have been authorized by the above named landowner to submit this Application for Environmental Services to the Division of Ground Water Protection.

DATE: 9-22-11 SIGNATURE: [Signature] AMOUNT PAID: \$ 500.00 RECEIPT NUMBER 82-1093

White: File Canary: Owner

**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF GROUND WATER PROTECTION  
PERMIT FOR CONSTRUCTION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM**

|  |  |   |
|--|--|---|
| Issued to: <u>Smith Gary</u><br>Owner, Developer, Contractor, Installer, Etc.<br>Location: <u>Tailwater S/P Lot - 427 Boyd Rd</u><br>Installation:<br><input checked="" type="checkbox"/> 1. New Installation<br><input type="checkbox"/> 2. Repair to Existing System<br>Establishment:<br><input checked="" type="checkbox"/> 1. Residential: # Bedrooms <u>3</u><br><input type="checkbox"/> 2. Other: _____ (specify)<br>Gal/Day _____ | Evaluation Based Upon:<br><input type="checkbox"/> 1. Soil typing by Soil Scientist<br><input type="checkbox"/> a. General<br><input checked="" type="checkbox"/> b. High Intensity<br><input checked="" type="checkbox"/> c. Ultra High Intensity<br><input type="checkbox"/> 2. Soil Percolation Test<br><input type="checkbox"/> 3. Environmental Specialist<br>Estimated Absorption Rate: <u>60</u> MPI<br>Approval based upon:<br>Statute No. <u>T.C.A. 68-221-403</u><br><input type="checkbox"/> (c) Percolation test<br><input type="checkbox"/> (d) Grandfather clause. Current standards except those specified<br><input type="checkbox"/> (f) 12" (karst) and 6" (non-karst) buffer required | Type of System:<br><input checked="" type="checkbox"/> 1. Conventional<br><input type="checkbox"/> 2. Low Pressure Pipe<br><input type="checkbox"/> 3. Mound<br><input type="checkbox"/> 4. Lagoon<br><input checked="" type="checkbox"/> 5. Large Diameter Graveless Pipe<br><input type="checkbox"/> a. Sand backfill required<br><input checked="" type="checkbox"/> 6. Other <u>AS PER REGULATIONS</u><br><input type="checkbox"/> (i) 9" buffer required (24"-36" total soil depth)<br><input type="checkbox"/> (k) Grandfather clause — meets June 30, 1990 standards (repair only)<br><input checked="" type="checkbox"/> Other <u>meets current regulations</u> |
|--|--|---|

This system shall consist of a two compartment septic tank holding 900 gallons, with 330 linear feet in 3-5 trenches, 36 inches wide and 24 inches deep. (Depth of gravel: 12 inches)

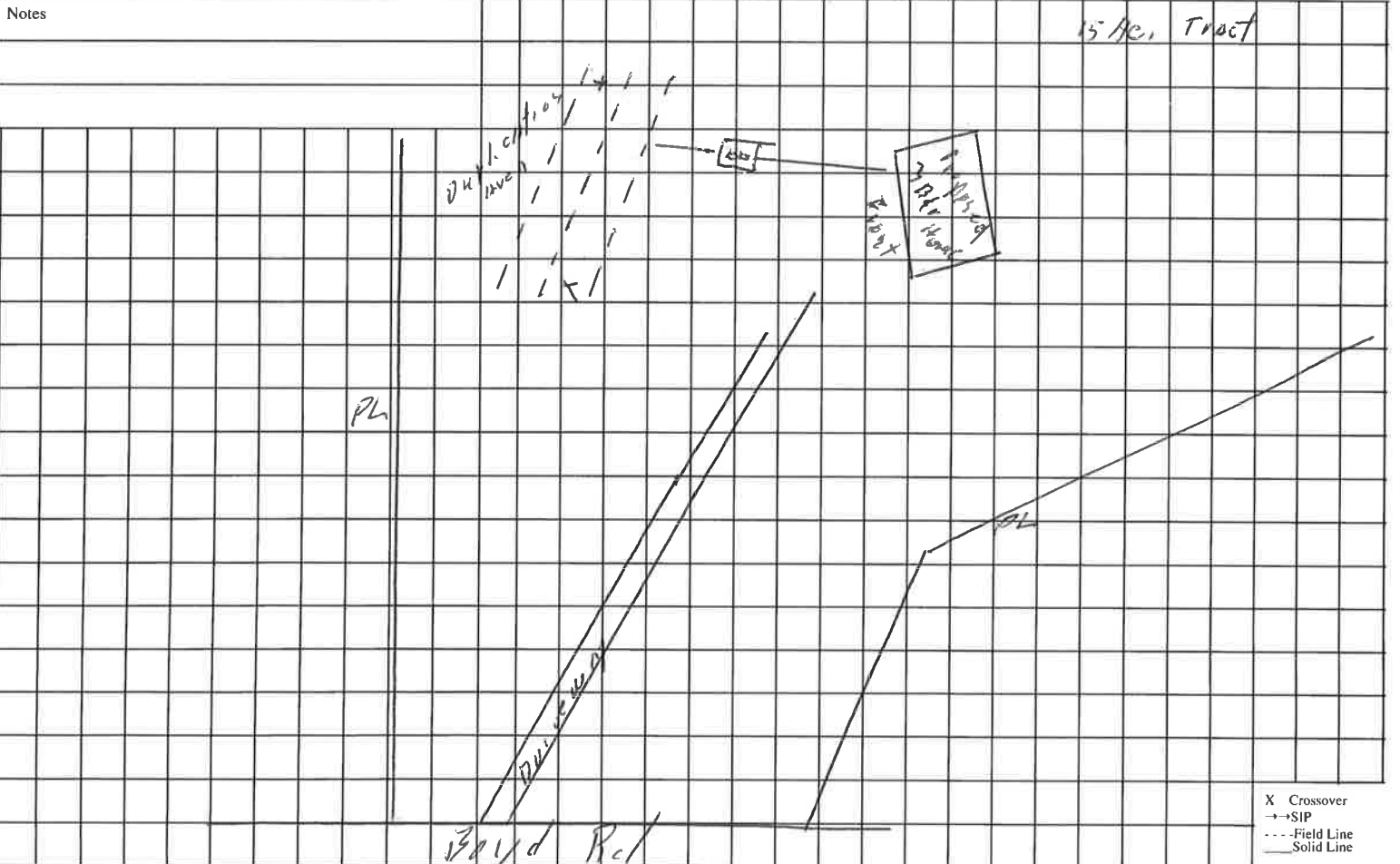
Also required:  
 1. Soil Improvement Practice (SIP)  
 2. Flow Diversion Valve  
 3. Sewage Pump  
 4. Other: \_\_\_\_\_

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

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

[Signature] Date 09/22/11  
 (Signature of Recipient)  
 Issued at Blountville Tennessee, in Smith County  
 By [Signature] Date 09/22/11  
 (Name and Title) (Date of Issue)

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



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



CERTIFICATE OF COMPLETION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM

Issued to: GARY SMITH  
Owner, Developer, Contractor, Installer, Etc.

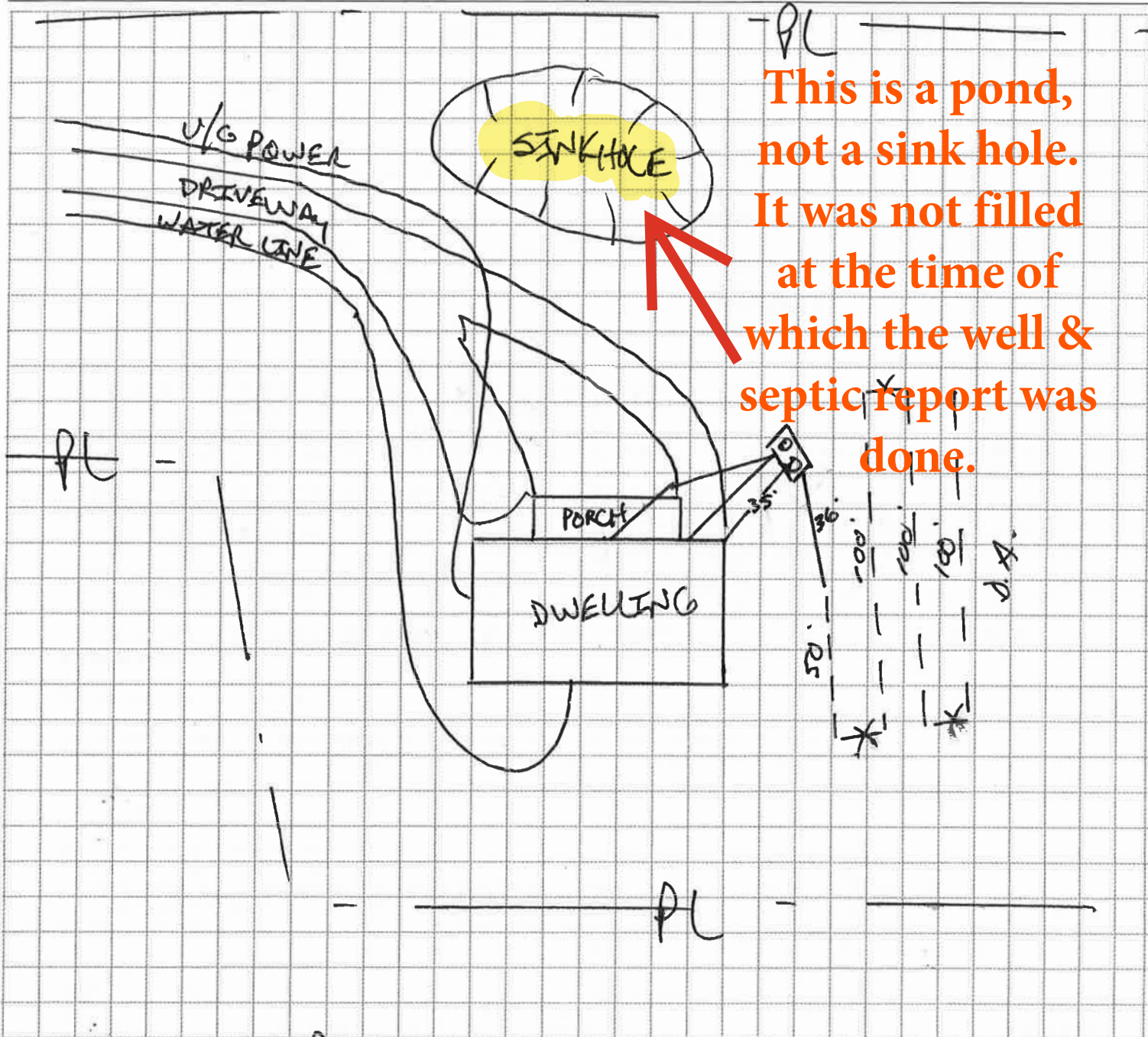
Location: TAILWATER S/D  
LOT 15  
BLUFF CITY

- Type of system
- 1. Conventional
  - 2. Low Pressure Pipe
  - 3. Mound
  - 4. Lagoon
  - 5. Large Diameter Gravelless Pipe
    - (a) Sand backfill required Yes ( ) No ( )
  - 6. Other

ABANDON PRECAST 1500gal (type) (volume) Septic Tank

Estimated Absorption Rate: 45  
(minutes per inch)

New Installation ( ) Repair ( ) Other  
Installed by: D L CONST / BENNY LEONARD



**This is a pond,  
not a sink hole.  
It was not filled  
at the time of  
which the well &  
septic report was  
done.**

Construction Approved By: JK Parini EST III  
(Name and Title)

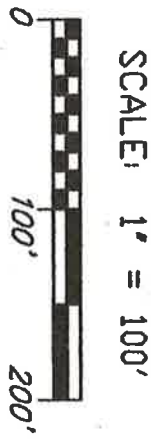
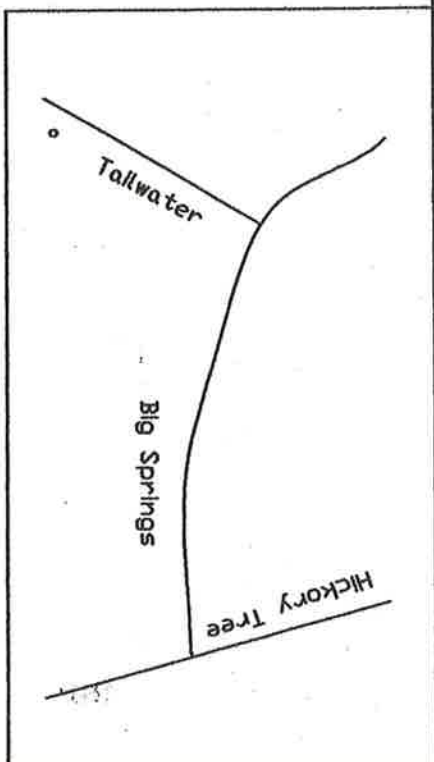
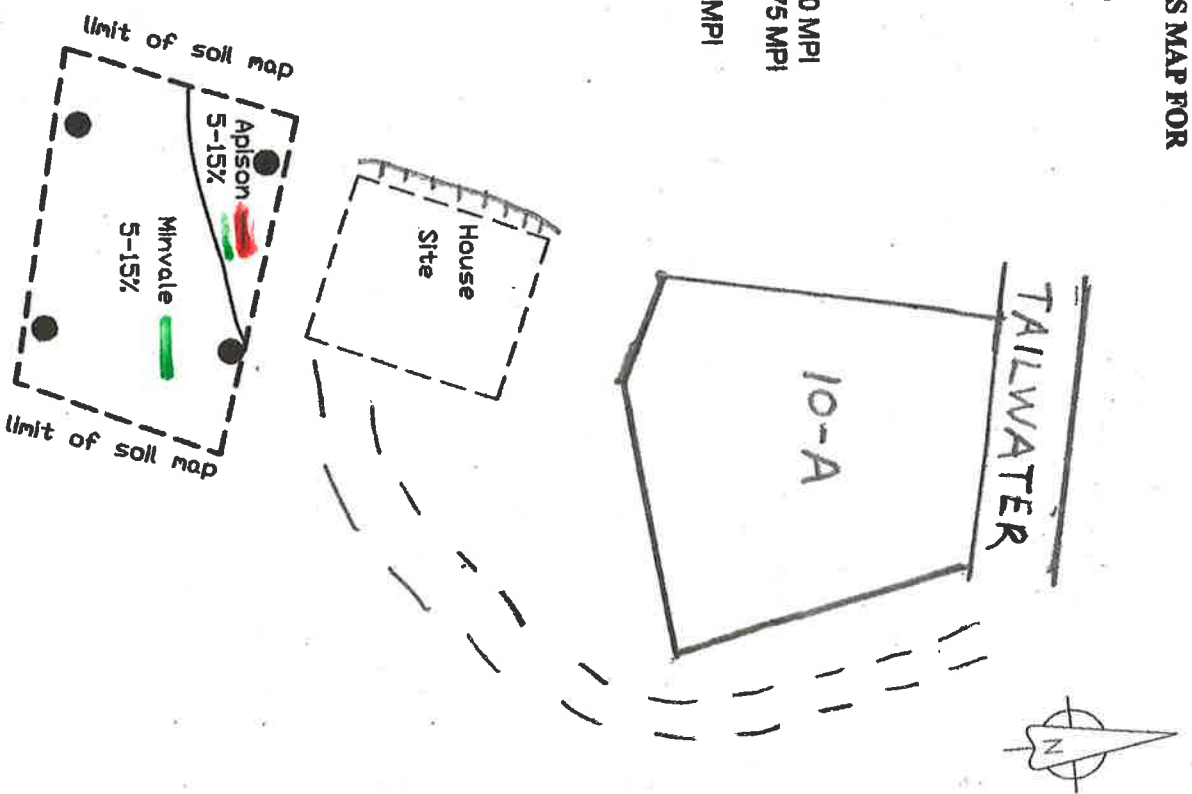
1-2-14  
(date)

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

Tailwater Road  
Gary Smith  
Lot Behind 10-A  
Sullivan Co., TN

**Soil Ratings**

|           |        |         |
|-----------|--------|---------|
| Apison    | 0-30"  | 60 MPI  |
|           | 30-48" | >75 MPI |
| Sheloceta | 0-48"  | 45 MPI  |



VICINITY MAP (n.t.s.)

Any cutting, filling, or compacting will void this soils map!

**Map Legend**

- lot corner/house site
- control flag
- drain (25' setback)
- drain (15' setback)
- gully (15' setback)
- creekbank(25' setback)
- fence

I, Kevin Davis, affirm this soil map meets the standards established in the Regulations to Govern Subsurface Sewage Disposal, and the Soils Handbook, set forth by the state of Tennessee Department of Environment and Conservation. No other warranties are made or implied.

*Kevin Davis*  
September 29, 2010

Kevin Davis  
Tennessee State Approved Soil Consultant  
(865)776-8771

This Instrument Prepared By:  
R. Lee McVey  
The McVey Law Firm  
108 E. Main St., Suite 208  
Kingsport, TN 37660  
Without the benefit of new survey or title search

QUITCLAIM DEED

THIS INSTRUMENT, made and entered into this 5<sup>th</sup> day of April 2022, by and between **111915, LLC ("Grantor")** and **Tina R. Leonard, as Trustee of the GM Irrevocable Trust ("Grantee")**;

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does hereby convey, transfer, remise, release, relinquish and quitclaim unto Grantee, Grantee's heirs and assigns, all of Grantor's right, title and interest in and to the following described real estate, to-wit:

*SITUATED in the 3rd Civil District of Sullivan County and more particularly bounded and described as follows:*

*BEING all of Lot 15 as shown on map or plat of record in Plat Book P54, Page 263, at the Register's Office for Sullivan County, Tennessee.*

*AND BEING the same property conveyed to Grantor by Quitclaim Deed dated January 29, 2016, of record in Book 3188, Page 839, at the Register's Office for Sullivan County, Tennessee.*

*Property commonly known as 167 Tailwater Road, Bluff City, TN.*

*Tax ID: Part of Map 084, Parcel 143.00.*

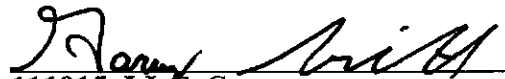
The words "Grantors" and "Grantee" shall include their respective successors and assigns where the context requires or permits.

5<sup>th</sup> IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed on this April day of April, 2022.

BK/PG: 3501/1412-1414  
22007124

|                          |                   |
|--------------------------|-------------------|
| 3 PGS : DEED             |                   |
| REVONDA WISE             | 288020 - 22007124 |
| 04/05/2022 - 12:27:23 PM |                   |
| VALUE                    |                   |
| MORTGAGE TAX             | 0.00              |
| TRANSFER TAX             | 0.00              |
| RECORDING FEE            | 15.00             |
| DP FEE                   | 2.00              |
| REGISTER'S FEE           | 0.00              |
| TOTAL AMOUNT             | 17.00             |

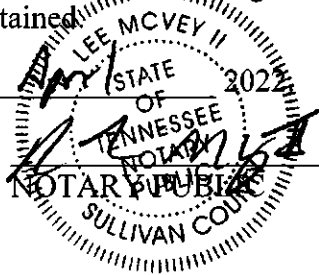
STATE OF TENNESSEE, SULLIVAN COUNTY  
**SHEENA R TINSLEY**  
REGISTER OF DEEDS

  
111915, LLC, Grantor  
By: **Garry Smith**  
Its: **Authorized Representative**

STATE OF TENNESSEE :  
COUNTY OF SULLIVAN :

Personally appeared before me, a Notary of Public in the State and County aforesaid, the within named bargainer, **Garry Smith**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the authorized representative of 111915,LLC, the within named bargainer, and executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, this 5<sup>th</sup> day of April



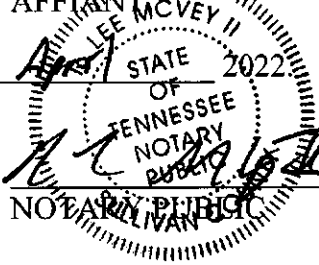
My commission expires: 2/27/24

STATE OF TENNESSEE :  
COUNTY OF SULLIVAN :

The undersigned affiant being first duly sworn, makes oath that the actual consideration for the foregoing transfer, or the value of the property hereinbefore described, whichever is greater, is \$0.00~Quitclaim.

Garry Smith  
AFFIANT

Subscribed and sworn to before me this 5<sup>th</sup> day of April



My commission expires: 2/27/24

Name and Address Property Owner and Person Responsible for Property Taxes:

**GM Irrevocable Trust**  
**396 Boyd Road**  
**Bluff City, TN 37618**

Certificate of Authenticity

I, R. Lee McVey II, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 4-5-2022.

R. Lee McVey II  
Affiant Signature

4-5-2022  
Date

State of Tennessee

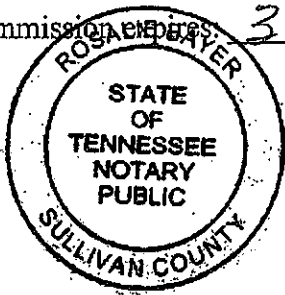
County of Sullivan

Sworn to and subscribed before me this 5<sup>th</sup> day of April, 2022

Rosalie Sawyer  
Notary's Signature

My Commission Expires 3-26-22

Seal



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 GM Irrevocable Trust (“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: 167 Tailwater Rd

(Address) Sullivan Bluff City (City), Tennessee, 37618 (Zip), as recorded in Sullivan County Register of Deeds Office, 3514 deed book(s), 2148 page(s),

and/or instrument number and as further described as:

Parcel ID: 084D.A.015.00

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the “Property.”

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

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

C. Items that SHALL NOT REMAIN with the Property:

D. LEASED ITEMS: Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel tank, etc.): N/A

Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

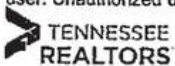
(e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner: \_\_\_\_\_ (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived. Failure to Close due to lack of funds shall be considered default by Buyer.

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

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

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

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

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

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

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

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

120 **D. Closing Expenses.**

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

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

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

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

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

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

154  
155  
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157  
158 **Closing Agency for Buyer & Contact Information:** \_\_\_\_\_  
159

# SAMPLE

Closing Agency for Seller & Contact Information: Evergreen Title and Closing  
1104 Volunteer Pkwy, Bristol, TN 37620 (423) 573-9750

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3. **Earnest Money/Trust Money.** Buyer has paid or shall pay within \_\_\_\_\_ days after the Binding Agreement Date to \_\_\_\_\_ (name of Holder) ("Holder") located at \_\_\_\_\_ (address of Holder), an Earnest Money/Trust Money deposit of \$ 15,000 by check (OR \_\_\_\_\_) ("Earnest Money/Trust Money").

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

B. **Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse Earnest Money/Trust Money only as follows:  
(a) at Closing to be applied as a credit toward Buyer's Purchase Price;  
(b) upon a written agreement signed by all parties having an interest in the funds;  
(c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money/Trust Money;  
(d) upon a reasonable interpretation of the Agreement; or  
(e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

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

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

A. **Closing Date.** This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the 5th day of October, 2026 ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

1. **Possession.** Possession of the Property is to be given (Select the appropriate boxes below. Unselected items shall not be part of this Agreement):  
 at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;  
**OR**  
 as agreed in the attached and incorporated Temporary Occupancy Agreement;

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

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

# SAMPLE

- 214           □ Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's  
215 responsibility to make timely and proper application to ensure such status. Buyer's failure to timely and properly  
216 make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer  
217 should consult the tax assessor for the county where the property is located prior to making this offer to verify  
218 that their intended use shall qualify for Greenbelt classification.
- 219           □ Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller  
220 at time of closing.

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

223 \_\_\_\_\_

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

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

## 232 5. Title and Conveyance.

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

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

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

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

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

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

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

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

## 265 6. Public Water or Public Sewer Systems

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

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

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

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

276 **8. Inspections.**

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

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

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

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

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

313 **In said notice Buyer shall either:**

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

318 **OR**

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

321 **OR**

# SAMPLE

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

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

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

OR

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

OR

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

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

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

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

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

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

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

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

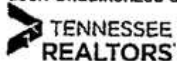
361 **11. Buyer's Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address  
362 the concern by specific contingency in the Special Stipulations Section of this Agreement.

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

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

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

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- 374 **D. Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of  
375 Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee,  
376 obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division  
377 of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste  
378 Disposal Notification" form.]
- 379 **E. Title Exceptions.** At Closing, the general warranty deed shall be subject to subdivision and/or condominium  
380 declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of  
381 the Property by Buyer.
- 382 **12. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller  
383 and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or  
384 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not  
385 be responsible for any of the following, including but not limited to, those matters which could have been revealed through  
386 a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the  
387 Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on  
388 the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement  
389 and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal  
390 consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community  
391 amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school  
392 districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the  
393 Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and  
394 availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller  
395 acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice,  
396 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any  
397 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it  
398 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,  
399 that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the  
400 independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing  
401 materials, and digital media used in the marketing of the property may continue to remain in publication after Closing.  
402 Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media  
403 which the Broker is not in control.
- 404 **13. Brokerage.** As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this  
405 transaction may receive compensation for their services; the compensation may come from more than one party. All  
406 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a  
407 third-party beneficiary only for the purposes of enforcing their compensation rights, and as such, shall have the right to  
408 maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court  
409 costs. **Broker compensation is not set by law and compensation rates are fully negotiable.**
- 410 **14. Default.** Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and  
411 shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or  
412 specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be  
413 refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this  
414 Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including  
415 suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover  
416 all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to  
417 terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to  
418 pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree  
419 that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or  
420 obligations as a defense in the event of a dispute.
- 421 **15. Home Protection Plan.** This is not a substitution for Home Inspection. Exclusions to coverage may apply. (Select the  
422 appropriate box below. Items not selected are not part of this Agreement).
- 423  **Home Protection Plan.** Seller \_\_\_\_\_ to pay \$ 499.00 for the purchase of a limited home  
424 protection plan to be funded at Closing. Plan Provider: America's Preferred Home Warranty  
425 Ordered by: United Country Blue Ridge Land & Auction (Real Estate Company)
- 426  **Home Protection Plan waived.**
- 427 **16. Non-Assignability.** This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written consent

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428 by the Seller.

429 **17. Other Provisions.**

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

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

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

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

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

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

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

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

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

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

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- 480 **K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution,  
481 incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- 482 **L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any  
483 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- 484 **M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the  
485 content of this Agreement or limit the scope of any Section.

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

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

501 **20. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part  
502 of this Agreement:  
503  
504  
505

506 **21. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:  
507 - See Auction Guidelines  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517

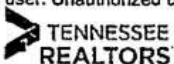
518 **22. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not  
519 countered or accepted by 5 o'clock  a.m./  p.m.; on the 20th day of August, 2026.

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

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

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

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# SAMPLE

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

530 Buyer hereby makes this offer.

531 \_\_\_\_\_

532 **BUYER** **BUYER**

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

534 **Offer Date** **Offer Date**

535 Seller hereby:

536  **ACCEPTS** – accepts this offer.

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

538  **REJECTS** – rejects this offer and makes no counter offer.

539 \_\_\_\_\_

540 **SELLER** **SELLER**

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

542 **Date** **Date**

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

**For Information Purposes Only:**

Listing Firm: United Country Blue Ridge Land & Auction  
 Listing Firm Address: 102 S Locust St., Floyd, VA 24091  
 Firm License No.: 263941  
 Firm Telephone No.: 540-745-2005  
 Listing Licensee: Matthew Gallimore  
 Licensee License Number: 7095; 350819  
 Licensee Email: gallimore.matt@gmail.com  
 Licensee Cellphone No.: 540-239-2585  
 Home Owner's / Condominium Association ("HOA/COA")/ Property Management Company:

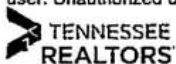
Buying Firm: \_\_\_\_\_  
 Buying Firm Address: \_\_\_\_\_  
 Firm License No.: \_\_\_\_\_  
 Firm Telephone No.: \_\_\_\_\_  
 Buying Licensee: \_\_\_\_\_  
 Licensee License Number: \_\_\_\_\_  
 Licensee Email: \_\_\_\_\_  
 Licensee Cellphone No.: \_\_\_\_\_

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

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Co-Listing:  
 - Keller Williams Bristol  
 - 930 Shelby St., Bristol, TN  
 - Firm License #261952  
 - (423) 433-6500  
 - Misty Clarke  
 - 339106  
 - MistyClarkeRealtor@gmail.com

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### ESCROW AGREEMENT

1 THIS ESCROW AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and among  
2 \_\_\_\_\_ ("Escrow Agent"),  
3 \_\_\_\_\_ ("Buyer"), and  
4 \_\_\_\_\_ ("Seller").

5 WITNESSETH:

6 WHEREAS, Buyer and Seller desire that Escrow Agent hold the funds and/or documents described below and

7 WHEREAS, Buyer and Seller agree that Escrow Agent shall hold said funds and/or documents pursuant to the terms and  
8 conditions set forth herein below:

9 NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and other  
10 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as  
11 follows:

12 1. Escrow Agent hereby acknowledges receipt of the following [Select the applicable paragraph, the other does not apply]:

13  A. The sum of \$ \_\_\_\_\_ by cash, check or draft. The check or draft, if any, is payable or endorsed to Escrow  
14 Agent, dated \_\_\_\_\_ and drawn on \_\_\_\_\_  
15 (name and address of bank) by \_\_\_\_\_ (name of party)  
16 and is subject to collection.

17  B. Documents described as follows:  
18 \_\_\_\_\_  
19 \_\_\_\_\_

20 2. Such funds and/or documents are for the following purposes:  
21 \_\_\_\_\_

22 3. Escrow Agent shall release said funds and/or documents upon the occurrence of the following:  
23 \_\_\_\_\_

24 4. Escrow Agent shall be notified in writing by \_\_\_\_\_  
25 upon the satisfactory completion of the item(s) and/or conditions stipulated in section three (3) herein above. Upon  
26 notification, Escrow Agent shall release said funds/documents within three (3) business days.

27 5. Escrow Agent shall release said funds and/or documents to:  
28 \_\_\_\_\_  
29 Escrow Agent shall be protected in acting upon any oral or written notice, request, consent, authorization or other paper  
30 or document which Escrow Agent in good faith believes to be genuine and what it purports to be.

31 6. Upon completion of the disbursement of funds and delivery of instruments, Escrow Agent shall be released and discharged  
32 of its escrow obligations hereunder. This Agreement may be canceled in either of the following manners:

- 33 A. Upon mutual agreement in writing of all parties hereto; or
- 34 B. Escrow Agent may resign as Escrow Agent hereunder at any time upon giving notice to Buyer and Seller of its desire  
35 to so resign, which resignation of Escrow Agent shall be effective ten (10) days after the giving of resignation. At  
36 such time, escrow funds and/or documents shall be released to \_\_\_\_\_.

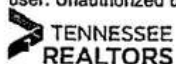
37 7. Escrow Agent shall receive as compensation for the services to be rendered by the Escrow Agent hereunder the sum of  
38 \$ \_\_\_\_\_. Said sum to be paid by \_\_\_\_\_ (name)  
39 upon release of funds/documents per section four (4) herein above.

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- 40 8. This Agreement is subject to all of the following terms and conditions:
- 41 A. All checks, money orders, or drafts shall be processed for collection in the normal course of Escrow Agent's business.
- 42 Escrow Agent may commingle funds received by it in escrow with funds of others and may, without limitation, deposit
- 43 such funds in escrow accounts with any financial institution. It is understood that Escrow Agent shall be under no
- 44 obligation to invest any funds deposited with it hereunder, nor shall it be accountable for any incidental benefit
- 45 attributable to the funds which may be received by Escrow Agent while it holds such funds. Escrow Agent shall not
- 46 be liable for any loss or damage resulting from any loss or impairment of funds deposited in escrow in the course of
- 47 collection or while on deposit with any financial institution resulting from failure, insolvency or suspension of such
- 48 institution.
- 49 B. In the event written notice of a default, nonperformance or dispute is received by Escrow Agent from any party hereto,
- 50 Escrow Agent shall promptly notify all other parties in writing of such claim. Thereafter, Escrow Agent is entitled to
- 51 disburse funds and/or documents as outlined herein.
- 52 C. Escrow Agent shall not be liable for the accuracy or inaccuracy of information furnished to it by other persons or
- 53 entities in the normal course of business.
- 54 D. Additional amounts which may become due for any reason shall be promptly paid to Escrow Agent by the party owing
- 55 such amounts. Escrow Agent shall not be required to advance its own funds for any purpose; however, any advance
- 56 of funds made by Escrow Agent at its option shall be promptly reimbursed by the party for whom it is advanced, and
- 57 such optional advance shall not be considered to be an admission of liability on the part of Escrow Agent.
- 58 E. Escrow Agent shall disburse escrow funds and/or documents only as follows:
- 59 (a) pursuant to the terms outlined herein once Escrow Agent has been notified of the fulfillment of the required
- 60 occurrences;
- 61 (b) upon a written agreement signed by all parties having an interest in the funds and/or documents;
- 62 (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the escrow funds and/or
- 63 documents;
- 64 (d) upon a reasonable interpretation of the Escrow Agreement; or
- 65 (e) upon the filing of an interpleader action with payment and/or deposit of documents to be made to the clerk
- 66 of the court having jurisdiction over the matter.
- 67 Escrow Agent shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including
- 68 reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other
- 69 party the costs and expenses reimbursed to Escrow Agent. No party shall seek damages from Escrow Agent (nor shall
- 70 Escrow Agent be liable for the same) for any matter arising out of or related to the performance of Escrow Agent's
- 71 duties under this Escrow Agreement. Escrow funds shall not be disbursed prior to fourteen (14) days after deposit
- 72 unless written evidence of clearance by bank is provided.
- 73 F. In the event that any question or claim shall arise regarding the disbursement of escrowed funds or documents resulting
- 74 in the institution or defense of any court proceedings by Escrow Agent (other than as may arise out of the willful
- 75 misfeasance or malfeasance of Escrow Agent), any court costs or reasonable attorney's fees expended by Escrow
- 76 Agent in connection therewith shall be promptly reimbursed to Escrow Agent by Seller and/or Buyer and the parties
- 77 hereto agree that Escrow Agent shall be entitled to deduct from any escrowed funds held hereunder all such sums.
- 78 Nothing herein contained shall be construed to mean that the liability of Seller and Buyer to reimburse such expenses
- 79 of Escrow Agent is limited to the amount held in the escrow fund.
- 80 G. Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from or in any way related to
- 81 any of the following: any default, error, action, or omission of any party hereto, other than the willful misfeasance or
- 82 malfeasance of Escrow Agent; any good faith act or forbearance by Escrow Agent; any compliance by Escrow Agent
- 83 with any legal process, writs, orders, judgments or decrees of any court, whether issued with or without jurisdiction
- 84 and whether or not subsequently vacated, modified, set aside or reversed; or Escrow Agent's assertion or failure to
- 85 assert any cause of action or defense in any judicial, administrative or other proceeding either in interest of itself or
- 86 any other party or parties. In amplification of and not in limitation of the foregoing, Escrow Agent shall not be liable
- 87 for claims, liabilities, losses, actions, suits or proceedings at law or in equity or any other expenses, fees or charges of
- 88 any character or nature, which it may incur or with which it may be threatened by reason of its action as Escrow Agent
- 89 under this Agreement, and Escrow Agent shall not be liable for any expenses or costs (including without limitation
- 90 attorney's fees and court costs) incurred in defending any action, suit or proceeding or in resisting any claim. Buyer

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91 and Seller hereby agree to hold harmless and indemnify Escrow Agent from and against any and all loss, cost and  
92 damage (including without limitation attorney's fees and court costs) which may be sustained, incurred or suffered by  
93 Escrow Agent by reason of its having acted as Escrow Agent pursuant to this Agreement, other than such as may incur  
94 on account of willful misfeasance or malfeasance of Escrow Agent.

95 **H. Severability.** If any portion or provision of this Agreement is held or adjudicated by a court of competent jurisdiction  
96 to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining  
97 portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in  
98 full force and effect.

99 **I. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws and in the courts  
100 of the State of Tennessee. In the event any provision of this Agreement is found to be void or inconsistent under said  
101 laws, rules and regulations, it shall not affect the remaining provisions of this Agreement.

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

107 All of the terms and conditions of this Agreement shall apply to and be for the benefit of Escrow Agent and its agents,  
108 subcontractors and all other persons or entities employed by it for services in connection with this escrow.

109 **IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the date and year first written.

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

|   |   |
|---|---|
| 111 _____   | _____   |
| 112 <b>BUYER</b>  | <b>BUYER</b>  |
| 113 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm | _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |
| 114 <b>Date</b>   | <b>Date</b>   |

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

|   |   |
|---|---|
| 116 _____   | _____   |
| 117 <b>SELLER</b>   | <b>SELLER</b>   |
| 118 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm | _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |
| 119 <b>Date</b>   | <b>Date</b>   |

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

|   |                     |
|---|---------------------|
| 121 _____   | _____               |
| 122 <b>ESCROW AGENT</b>   | <b>FIRM/COMPANY</b> |
| 123 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm | _____               |
| 124 <b>Date</b>   | <b>Address</b>      |
| 125   | <b>Phone:</b> _____ |
| 126   | <b>Email:</b> _____ |

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