POWELL
Auction & Realty, LLC
6729 Pleasant Ridge Road | Knoxville, TN 37921
Phone: 865-938-3403 | Fax: 865-947-5668

SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT

THIS CONTRACT made and entered into this 14th day of November, 2026 by and between The Claude Smelcer Estate of Parrottsville, State of TN hereinafter called "Seller(s)",

and _____ of _____, State of _____ hereinafter called "Buyer(s)":

WITNESSETH: That the Buyer(s) hereby agrees to purchase and the Seller(s) hereby agrees to sell, subject to the terms, conditions and for the consideration hereinafter set forth, the following real property: Located in Cocke County, Tennessee, and being further described real property as follows: 822 Sunlight Road, Parrottsville, TN 37843 – Parcel/Tax ID: 042 028.00

1) **EARNEST MONEY:** Buyer(s) immediately upon conclusion of the bidding will deposit with POWELL AUCTION & REALTY, LLC, of Knoxville, Tennessee, hereinafter called "Agent", the sum of **$** _____, as earnest money to guarantee the performance by Buyer(s) hereunder and which will be applied as partial payment of purchase price. Both parties agree that Agent shall deposit and hold Earnest Money in an escrow account and will be disbursed pursuant to the terms of this contract. IF buyer has purchased online, Earnest Money payment is to be made within 48 hours of sale conclusion.

2) **PURCHASE PRICE & TERMS:** Buyer(s) agree to pay and Seller(s) agree to accept the sum of **$** _____. Upon the following terms: the bid price of **$** _____ plus the buyer's premium in the amount of **$** _____, together will be the total purchase price to be paid by the Buyer(s), PAID IN US DOLLARS. Property sold "AS- IS, WHERE-IS WITH ALL FAULTS", without any warranties expressed, implied, as to condition or title. Sale is NOT contingent upon financing. Balance to be paid in full at closing. **Attached Auction Terms & Conditions and any additional documents pertaining to the sale are part of the Sales Contract.**

3) **POSSESSION:** Possession of real property to be given AT CLOSING.

4) **TITLE TRANSFER:** For the above consideration, Seller (s) agrees to give a good and merchantable title by Deed, free and clear of all encumbrances except: **WATER RIGHTS AGREEMENT ATTACHED AS ADDENDUM "A".**
Title to be conveyed subject to all prior restrictions, easements, conditions, encumbrances, condemnation, right of ways, joint permanent easements, covenants or restrictions of record, zoning ordinances or laws of any government authority, status of mineral rights, status of oil and gas rights, or any type leases or assignments, taxes of any type, properties in FEMA flood zone, and other matters recorded or unrecorded, known or unknown. Mobile Homes Are Sold WITHOUT TITLE unless otherwise stated. Buyer shall pay, but not limited to: HOA requirements, Buyers Occurred expense, ALL Transfer Fees and or Membership Fees, if applicable.

5) **DEED**: Deed shall be made to: _____

6) **CLOSING DATE:** ALL parties agree the closing date of this sale shall be on or before **December 14th, 2026.**
The Seller reserves the option to extend the closing 30 days if needed to resolve title issues without further notice.

7) **TAXES:** Property taxes shall be prorated as of CLOSING.

8) **BUYER(S)' AS-IS ACKNOWLEDGEMENT: The property is sold "AS-IS, WHERE-IS and WITH ALL FAULTS", without any warranties expressed, implied or guarantees of any kind or accuracy to information.** Buyer accepts all faults and defects of the property; whether known or unknown, disclosed or undisclosed, presently existing or that may hereafter arise. Buyer(s) has inspected the property and all appurtenances thereto, prior to the signing of this Contract, or has had the opportunity to do so. It is further agreed that this contract & terms contains the entire agreement between the parties and except as contained herein and that this property is purchased on an "AS-IS, WHERE-IS and with ALL FAULTS" basis. All announcements made at the auction take precedence over all other advertising and/or any type and/or kind of material.

9) **AGENCY DISCLOSURE:** Powell Auction & Realty LLC, Morelock Auction Team LLC, its auctioneer(s) and employee(s) are acting as Agent(s) and represent the Seller(s) and is compensated by the Seller(s) in this transaction.

10) **RISK OF LOSS:** Risk of loss shall remain with the Seller(s) until closing. In the event any improvements to the property be destroyed or damaged by fire or other destructive force which cannot be repaired prior to closing, this contract may be voided at the option of the Buyer(s) and the earnest money shall be returned to Buyer(s).

11) **FAILURE TO CLOSE:**

(A) If Seller(s) fails to convey the property as provided in this contract: Buyer(s) may exercise legal remedies including suit for specific performances or damages. Agent may sue Seller(s) to recover loss of commission. Agent may pay Earnest Money into a court of competent jurisdiction, or retain Earnest Money until directed to distribute the same by a court of competent jurisdiction.

(B) If Buyer(s) fail to purchase the property as provided in this contract: Seller(s) may exercise legal remedies including suit for specific performance or damages. Seller(s) may elect to retain Earnest Money deposit as liquidated damages for breach of contract, in this case, it is agreed that Agent may retain from such Earnest Money deposit an amount not greater than his total commission of the sale had been consummated and the residue, if any, will be paid to Seller(s).

(C) Buyer(s) and Seller(s**)** further agree that in the event of default by either that results in litigation, that the non-defaulting party may recover reasonable attorney fees and any other court costs, in addition to other damages provided for herein.

12) **CONDITION OF PROPERTY:** The property will be sold by the Seller to the Buyer on an "AS-IS, WHERE-IS and WITH ALL FAULTS" basis. Buyer accepts all faults and defects of the property whether known or unknown, presently existing or that may hereafter arise. Buyer acknowledges and agrees that the Seller and the Agents have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, or concerning to or with respect to: **(i)** the value, nature, quality or condition of the property, including without limitation: lease or rent information; noise disturbances; waste and/or septic disposal systems; marked or unmarked cemeteries/burial grounds; soil results for septic disposal systems; city or well water, either availability, connectivity or purity of; timber; soil; earth; rock; caverns; sinkholes; wood destroying organisms or infestations; geology; utilities either availability or connectivity; acreage of parcel; square footage or condition of structure; any improvements; all photographs; age; any measurements; and working or non-working components; **(ii)** the income to be derived from the property; **(iii)** the suitability of the property for any and all activities and uses which buyer may conduct from there; **(iv)** the compliance of by the property or its operation with any laws, rules, ordinances, or regulations of any governmental authority or body; **(v)** the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the property; **(vi)** the manner or quality of the construction or materials, if any, incorporated into the property; **(vii)** the manner, quality, state of repair of the property; **(viii)** the existence of any view from the property or that any existing view will not be obstructed in the future; or **(ix**) any other matter with respect to the property, and specifically, without limitation, that seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection, pollution or land use laws, rules, orders or requirements; including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 c.f.r., part 261), or the disposal or existence of any type or kind of hazardous substance in or on the property, such as mold/fungus, radon, lead, asbestos, landfills, aldehydes/chemicals, pesticides, by-products of methamphetamines, or storage of any type of hazardous waste or substances AND as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and regulations thereunder.

13) **ALL ONLINE BIDDING:** will have the same Terms & Conditions as live auctions, unless otherwise specified.

14) **FAIR HOUSING:** All parties understand that the federal Fair Housing Act of 1989 prohibits the discrimination of housing based on race, color, national origin, religion, sex, familial status, and disability and the Agents will not discriminate against anyone for any reason.

15) **TIME IS OF THE ESSENCE:** Time is of the essence in this contract.

16) **RESPONSIBILITY TO COOPERATE:** Buyer and seller agree to immediately take actions if needed to correct any clerical errors or pay any amounts due; by reason of mistake, clerical errors, omissions, or the result of erroneous information.

17) **WIRE FRAUD WARNING:** Never trust bank wiring instructions sent via email. Always independently confirm instructions in person or via a telephone call to a trusted and verified telephone number. Never wire money without double-checking that the wiring instructions are correct.

All parties hereto bind themselves, their heirs, executors, or administrators to the faithful Performance of this agreement and affix their signatures the day and date first above written.

AGENT: POWELL AUCTION & REALTY, LLC **BUYER:** _____

_____ _____

SELLER: _____

SELLER: _____

SELLER: _____

SELLER: _____

ADDENDUM "A"

BK/PG: 1608/890-891
22006082

2 PGS:AL-AGREEMENT
DENISE BATCH: 89004 12/19/2022 - 11:43 AM

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, COCKE COUNTY
MARK MCGAHA
REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY
BEN W. HOOPER III, ATTORNEY
335 EAST MAIN STREET
NEWPORT, TENNESSEE 37821

WATER RIGHTS AGREEMENT

This agreement made and entered into on the 19th day of December, 2022, by and between **CLAUDE N. SMELCER**, party of the first part; and **JASON RANDOLPH SMITH**, party of the second part.

WITNESSETH:

THAT WHEREAS the party of the first part is the owner of a tract of land described in that certain deed of record in the Register's Office of Cocke County, Tennessee, in Record Book 1460, at Page 567; and

WHEREAS, party of the second part is the owner of a tract of land described in that certain deed of record in the Register's Office of Cocke County, Tennessee, in Record Book 1608 at Page 881; and

WHEREAS, there is a well located upon the tract of land owned by the first party; and

WHEREAS, party of the first part has agreed to allow party of the second part to take and use water from said well and the parties wish to reduce said agreement to writing.

NOW, THEREFORE, for the consideration of the sum of Ten Dollars ($10.00) cash in hand paid by second party to first party, the receipt of which is hereby acknowledged, and the matters hereinafter recited, the parties hereto agree as follows:

1. Second party, his heirs, successors and assigns, shall have the non-exclusive right to take and use water from the well located upon the aforementioned property of the first party.

2. Second party shall have the right to take and use water only for usual domestic purposes at the dwelling house presently located on his aforementioned property, and any replacements thereof.

3. Second party is granted a limited access easement for the purpose of installing, maintaining and repairing the necessary lines and related appurtenances to carry water from said well to his dwelling house.

4. First party and second party shall be equally, one-half (½) each, responsible for expenses related to maintenance and repair of the well, well pump and related appurtenances.

5. Second party shall pay first party the sum of $20.00 per month for said water rights to the Well.

6. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall be amended only by written instrument.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date first above written.

Claude N. Smelcer

Party of the First Part

Jason Randolph Smith

Party of the Second Part

STATE OF TENNESSEE
COUNTY OF COCKE

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named bargainor, **CLAUDE N. SMELCER,** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this the 19th day of December, 2022.

Notary Public

My Commission Expires: 7-19-23

LORETTA BROOKS STATE OF TENNESSEE NOTARY PUBLIC COCKE COUNTY

STATE OF TENNESSEE
COUNTY OF COCKE

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named bargainor, **JASON RANDOLPH SMITH,** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this the 19th day of December, 2022.

Notary Public

My Commission Expires: 7-19-23

LORETTA BROOKS STATE OF TENNESSEE NOTARY PUBLIC COCKE COUNTY

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Auction & Realty, LLC
6729 Pleasant Ridge Road | Knoxville, TN 37921
Phone: 865-938-3403 | Fax: 865-947-5668
www.powellauction.com

TERMS & CONDITIONS OF REAL ESTATE AUCTION SALE

SELLER: THE CLAUDE SMELCER ESTATE

ADDRESS: 822 SUNLIGHT ROAD – PARROTTSVILLE, TN 37843

COCKE COUNTY PARCEL/TAX ID: 042 028.00

PROPERTY INSPECTION: We recommend that you preview the property. The property is being sold "AS-IS, WHERE-IS and WITH ALL FAULTS", without any warranties expressed, implied, or guarantees of any kind or accuracy to information. All information concerning the auction sale was derived from sources believed to be correct, but not guaranteed. Buyer shall rely on his/her own information, judgment and inspection of the property and records. Agent or Seller makes no warranty as to square footage, acreage or age. All announcements made at the auction take precedence over all other advertising and/or any type and/or kind of material. Title to be conveyed subject to all prior restrictions, easements, conditions, encumbrances, condemnation, right-of-ways, joint permanent easements, covenants or restrictions of record, zoning ordinances or laws of any governmental authority, status of mineral rights, status of oil and gas rights, any type of leases or assignments, taxes of any type, properties located in FEMA Flood Zones, and other matters recorded or unrecorded, known or unknown. Mobile Homes are sold WITHOUT TITLE. By bidding, the Buyer is agreeing that they have had the opportunity to inspect the property prior to bidding and have inspected the property and all appurtenances thereto and are agreeing that they will sign the sales contract and other required documents within 12 hours of being provided said documents for signing.

TERMS: The successful high bidder on this property will be required to sign the Specific Performance Real Estate Contract immediately upon conclusion of the bidding and will make an Earnest Money deposit of Ten Percent (10%) of the total sales price. A Ten Percent (10%) Buyer's Premium will be added to the high bid to establish the total sales price. The balance is to be paid in full at the closing. The contract will NOT be contingent upon financing. If property is residential and applicable, Tennessee Residential Property Exemption and Lead-Based Paint Disclosure Waiver will be a part of the sales contract. Buyer is purchasing with any remaining personal property conveying with the property to the Buyer.
Water Rights Agreement to be included in the contract as Addendum "A". PLEASE NOTE: All parties utilizing the well from this point forward will have this Water Rights Agreement in place.

TENANTS: The buyer understands and acknowledges that **IF** properties are occupied by tenants/previous owner, they are buying the property with the tenants/previous owner **in possession** and purchases the property subject to the rights of tenants/previous owner in possession, and all applicable rules and regulations relating thereto. Seller and Auctioneer make no representations or warranties regarding the same or on rent or rental income.

TAXES: Current taxes will be prorated as of the date of closing.

CONDUCT OF THE AUCTION: Conduct of the auction and increments of bidding are at the discretion of the Auctioneer. The Auctioneer's decision is final in the event of a dispute over any matter. The Auctioneer reserves the right to accept bids in any increments he deems to be in the best interest of his client, and reserves the right to waive any previously announced requirements. Bid rigging and bid suppression schemes are violations of the Sherman Antitrust Act and are deemed illegal and punishable as a federal felony.

CLOSING: Deed closing will take place within specified amount of time, from the day of the auction. Buyer will be advised as to the day and location of closing. Customary title closing cost will be split between the Buyer and Seller. Seller will pay for deed preparation. Title opinion, title insurance, transfer taxes and recording fees are a Buyer's expense.

EXCLUSIVE CLOSING AGENT: McSween Title, LLC
321 E Broadway | Newport, TN 37821
J. Carty McSween, IV | carty@mcsweentitle.com | 423-623-7271

POSSESSION: Possession of the property will be delivered upon closing.

AGENCY DISCLOSURE: Powell Auction & Realty LLC, a Tennessee Real Estate and Auction Company, Morelock Auction Team, LLC, and its auctioneer(s) and employee(s) are representing the Seller(s) as the Seller(s)' Agent(s).

THESE TERMS AND CONDITIONS ARE A PART OF THE CONTRACT OF SALE AND SHALL STAND AS SUCH UNTIL THE DELIVERY AND ACCEPTANCE OF THE DEED. ***SIGNED THIS 14TH DAY OF NOVEMBER, 2026:***

AUCTIONEER _____ **BUYER** _____

SELLER _____ **BUYER** _____

SELLER _____

SELLER _____

SELLER _____

POWELL
Auction & Realty, LLC

WORKING WITH A REAL ESTATE PROFESSIONAL

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

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for any information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and

   B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate services, without timely disclosure to the party who receives the referral, the Licensee's interest in such a referral or the fact that a referral fee may be received.

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

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

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

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Responsibilities of Sellers and Buyers regarding presence of Recording Devices:

Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.

Buyer is advised of the possibility that some properties may utilize security devices that record physical movements or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition while viewing any property.

AN EXPLANATION OF TERMS

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

Agent for the Seller. The Licensee's company is working as an agent for the property seller and owes primary loyalty to the seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and licensee's company are legally bound to work in the best interests of any property owners whose property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Agent for the Buyer. The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the buyer, and shall work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be established without a written buyer agency agreement.

Disclosed Dual Agent (for both parties). Refers to a situation in which the Licensee has agreements to provide services as an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

Designated Agent for the Seller. The individual Licensee that has been assigned by the Managing Broker and is working as an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other licensees in licensee's company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's property, the Designated Agent for the Seller shall continue to work as an advocate for the best interests of the Seller or property owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Designated Agent for the Buyer. The individual Licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in the company. Even if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the Designated Agent for the Buyer shall continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Adverse Facts. "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.

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

□ BUYER / □ SELLER	Date	□ BUYER / □ SELLER	Date
Real Estate Licensee	Date	Real Estate Company	Date

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

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dotloop signature verification: dtlp.us/KSqe-yxDO-w5fS

POWELL Auction & Realty, LLC

CONFIRMATION OF AGENCY STATUS

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

The real estate transaction involving the property located at:

822 Sunlight Road Parrottsville, TN 37843

PROPERTY ADDRESS

SELLER NAME: The Estate of Claude Smelcer	**BUYER NAME:** _____
LICENSEE NAME: Kenny Phillips	LICENSEE NAME: _____
in this consumer's current or prospective transaction is serving as:	in this consumer's current or prospective transaction is serving as:
☐ **Transaction Broker or Facilitator.** (not an agent for either party).	☐ **Transaction Broker or Facilitator.** (not an agent for either party).
☐ **Seller is Unrepresented.**	☐ **Buyer is Unrepresented.**
☐ **Agent for the Seller.**	☐ **Agent for the Buyer.**
☒ **Designated Agent for the Seller.**	☐ **Designated Agent for the Buyer.**
☐ **Disclosed Dual Agent (for both parties),** with the consent of both the Buyer and the Seller in this transaction.	☐ **Disclosed Dual Agent (for both parties),** with the consent of both the Buyer and the Seller in this transaction.

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

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

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

Penny Ramsey dotloop verified 10/22/26 3:29 PM EDT LRFN-CNYY-CLM4-BUBV	
Cauley Smelcer dotloop verified 10/22/26 4:01 PM EDT 71RS-GVEX-5X4C-POTV	Buyer Signature Date
Samuel Smelcer dotloop verified 10/22/26 2:16 PM EDT BYLM-XZSK-GOIF-CTR5	Buyer Signature Date
Joshua Smelcer dotloop verified 10/22/26 2:47 PM EDT Y8ZC-RRGX-JDCG-HCKK	Buyer Broker Licensee Date
Kenny Phillips dotloop verified 10/22/26 4:58 PM EDT YNAE-TNIQ-Z7UW-CD5W	
Listing Firm	Buyer Broker Firm

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POWELL Auction & Realty, LLC

TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

Property Address: 822 Sunlight Road Parrottsville, TN 37843

Seller: The Estate of Claude Smelcer

The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.

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

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Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

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

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

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

The undersigned Seller of the property described as **822 Sunlight Road Parrottsville, TN 37843** does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209 for the following reason(s):

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

Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn. Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

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ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:	YES	NO	UNKNOWN
1. Is there an exterior injection well anywhere on the property?	□	☒	□
2. Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation? If yes, results of test(s) and/or rate(s) are attached.	□	☒	□
3. Has any residence on this property ever been moved from its original foundation to another foundation?	□	□	☒
4. Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute.	□	☒	
5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map." This disclosure is required regardless of whether the sinkhole is indicated through the contour lines on the property's recorded plat map.	□	□	☒
6. Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If yes, Buyer may have a future obligation to connect to the public sewer system.	□	☒	

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

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

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

Penny Ramsey dotloop verified 10/22/26 3:29 PM EDT IWRM-B3H1-YKDB-LRSQ	Cauley Smelcer dotloop verified 10/22/26 4:01 PM EDT UUEM-9NYM-MXXC-5XFC
SELLER	**SELLER**
Samuel Smelcer dotloop verified 10/22/26 2:16 PM EDT EVTB-OKUG-JQ2R-4NEZ	Joshua Smelcer dotloop verified 10/22/26 2:47 PM EDT WSYK-6AGM-ETWF-BVHX
Date	**Date**

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

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

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POWELL Auction & Realty, LLC

SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

Regarding: 822 Sunlight Road Parrottsville, TN 37843
PROPERTY ADDRESS

The owner of this residential property discloses the following:

☑ According to the subsurface sewage disposal system permit issued for this property, this property is permitted for 3 (number of) bedrooms. A copy of the permit was obtained from the appropriate governmental permitting authority and is attached to this disclosure.

☐ I/We have requested a copy of the subsurface sewage disposal system permit issued for this property from the appropriate governmental permitting authority. However, I/we were informed that

- ☐ The file could not be located.

OR

- ☐ A permit was not issued for this property.

As a result, I/we do not have any knowledge as to the number of bedrooms for which this property has been permitted.

NOTE: There may be additional information which may be of interest and/or concern to Buyers contained in the official file with the Tennessee Department of Environment and Conservation, Groundwater Protection division located in the county office regulating septic systems. This file may contain information concerning maintenance that has been done on the system as well as any violations imposed by the state. Buyers are encouraged to obtain this information and if of concern to them, to have a soil engineer interpret the contents of the file. Real estate licensees are not soil engineers and are not experts who can provide an interpretation of the contents of the official file.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate and acknowledge receipt of a copy:

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

BUYER	**BUYER**
_____ at _____ o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
Date	**Date**

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

Penny Ramsey — dotloop verified 10/22/26 3:29 PM EDT ABWT-7IQ1-SZLM-6NDK	Cauley Smelcer — dotloop verified 10/22/26 4:01 PM EDT Q0FN-Q1XF-CEBS-IPVG
SELLER	**SELLER**
Samuel Smelcer — dotloop verified 10/22/26 2:16 PM EDT NXO2-STH9-MMA9-GIUW	Joshua Smelcer — dotloop verified 10/22/26 2:47 PM EDT 6Y5A-AAZN-LJ59-YFP7

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TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
312 ROSA L. PARKS AVE., 11th FLOOR
NASHVILLE, TN 37243

CERTIFICATE OF COMPLETION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM

Issued to: SMELZER, CLAUDE
Owner, Developer, Contractor, Installer, Etc.

Location: 822 Sunlight Rd.

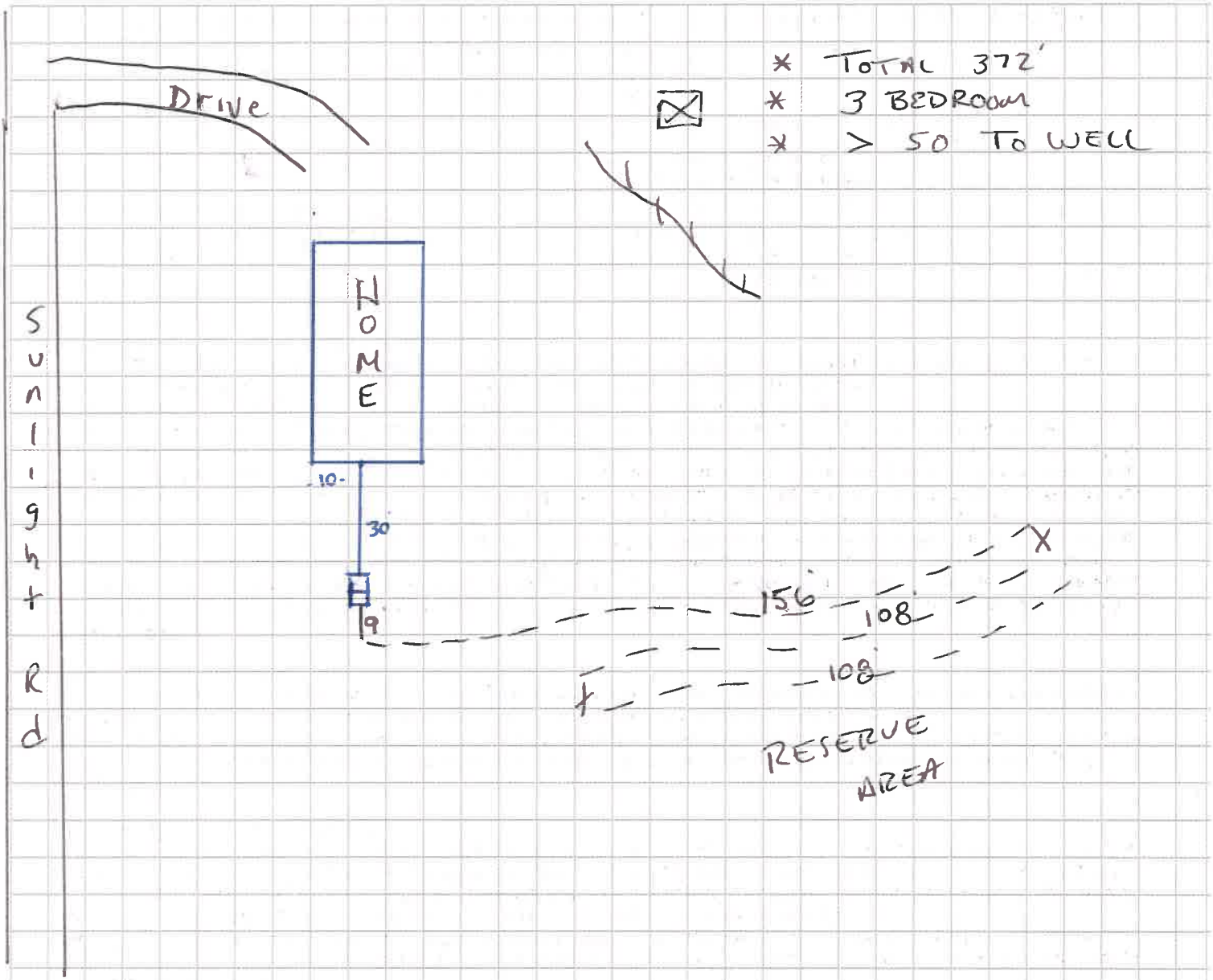
Type of System
( ) 1. Conventional
( ) 2. Low Pressure Pipe
( ) 3. Mound
( ) 4. Lagoon
( ) 5. Large Diameter Gravelless Pipe
(a) Sand backfilled required Yes ( ) No ( )
(X) 6. Other 2" CHAMBER

P (type) 1000 Gallon (volume) Septic Tank

Estimated Absorption Rate 75 (minutes per inch)

(X) New Installation ( ) Repair ( ) Other

Installed by: BUNCH EXCAVATING



Construction Approved by: Brian Murphy (Name and Title) 4-12-17 (Date)

CN-0872 (Rev. 09-13) Original – File Copy – Owner RDA 2403

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
Land-Based System Unit
William R. Snodgrass – Tennessee Tower
312 Rosa L. Parks Ave., 11th Floor
Nashville, TN 37243-1102

PERMIT FOR CONSTRUCTION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM

Issued to: Smelzer, Claude
(Owner, Developer, Contractor, Installer, etc.)

Location: 822 Sunlight rd

Installation:
- (X) 1. New Installation
- ( ) 2. Repair to Existing System

Establishment:
- (X) 1. Residential: # Bedrooms 3
- ( ) 2. Other: _____ (Specify)

Gals/Day _____

Evaluation Based Upon:
- ( ) 1. Soil typing by Soil Scientist
  - ( ) a. General
  - ( ) b. High Intensity
  - ( ) c. Extra high Intensity
- ( ) 2. Soil Percolation Test
- (X) 3. DWR/LBS Staff Member 75
Estimated Absorption Rate: _____ MPI

Type of System
- (X) 1. Conventional
- ( ) 2. Modified Conventional
- (X) 3. Conventional System Substitute
  - (X) Chamber
  - (X) Poly Expanded Styrene
  - (X) Large Diameter Gravelless Pipe
  - (X) Backfill required Rock
- ( ) 4. Low Pressure Pipe
- ( ) 5. Mound
- ( ) 6. Lagoon
- ( ) 7. Subsurface Drip System
- ( ) 8. Other: _____

Approval based upon:
Statute No.: T.C.A. §68-221-403
- ( ) (c) Percolation test
- ( ) (d) Grandfather clause, Current standards except those specified
- ( ) (f) 12" (karst) and 6" (non-karst) buffer required
- ( ) (i) 9" buffer required (24"-36" total soil depth
- ( ) (k) Grandfather clause – meets June 30, 1990 standards (repair only)
- (X) Other Current standards

This system shall consist of a two compartment septic tank holding 900+ gallons with 370 linear feet in 3+ trenches, 18-36 inches wide and 24-36 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. §68-401 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 condition on the aforementioned property after this day may render this approval null and void.

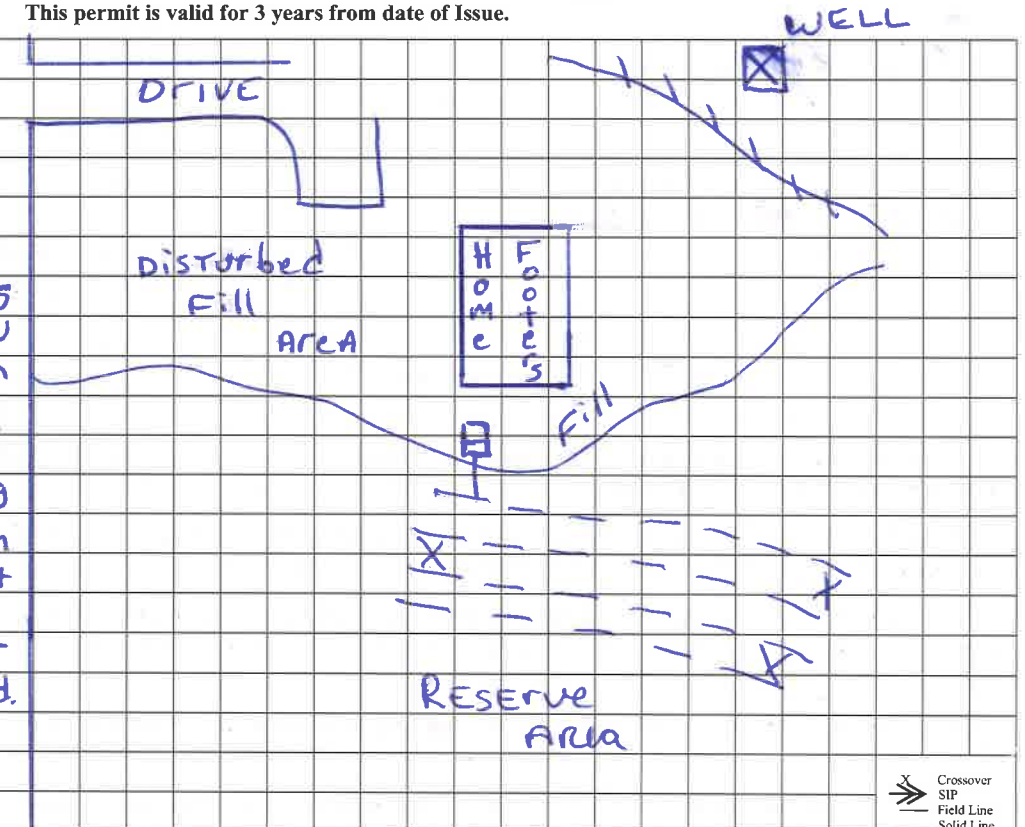
T Claude Smelzer
(Signature of Recipient) Date 3-16-2017

Issued at Newport Tennessee, in Cocke

by Brian Murphy (Name and Title) Date 3-15-17 (Date of Issue)

This permit is valid for 3 years from date of Issue.

Notes
* Keep 10' From property Lines and utilities
* Keep 25' From cut banks and drains
* Keep 50' From well
* Keep out of cut, disturbed areas
* Call 423-623-5606 For inspection M, W, F 8-9 AM



TENNESSEE DEPARTMENT OF ENVIRONEMNT AND CONSERVATION
DIVISION OF WATER RESOURCES
Land-Based Systems Unit
William R. Snodgrass – Tennessee Tower
312 Rosa L. Parks Ave., 11th Floor
Nashville, TN 37243-1102

APPLICATION FOR WATER RESOURCES SERVICES

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

*Applicant may review these service requests with a staff member prior to processing application.

2. **LANDOWNER:**
Names: Claude Smelcer
Address: 822 Sunlight Rd Portland TN 37148
Day Phone: 623-1196

APPLICANT
Names: Claude Smelcer
Address: 822 Sunlight Rd Portland TN 37148
Day Phone: 623-1196

ORIGINAL OWNER
Name: _____

3. **LOCATION OF LOT OR SITE:** a) in a subdivision? ____ b) Name: _____ Lot # ____
c) Non-Subdivision ✓ Give specific directions and address to the lot or site 822 Sunlight Rd
d) Tax Map 042 Parcel 028.00

4. **FOR SSDS PERMIT ONLY:** a) Size of lot 1 AC b) Number of Bedrooms 3
c) How many occupants? 1 d) Excavated Basement? Yes ____ No X
e) Basement Plumbing Fixtures? Yes ____ No X
f) Amount of water used monthly (gallons) 50
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 INSPECTIONLETTER 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 wastewater "backing up" into plumbing fixtures? ____ Surfacing on the ground? ____
f) All wastewater 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 FEEES DUE IN ADVANCE AND ARE NON-REFUNDALBE (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; I have been authorized by the ~~above~~ named landowner to submit this application for Environmental Services to the Division of Water Resources.

DATE: 3-9-17 SIGNATURE: Claude Smelcer AMOUNT PAID: $525.00 RECEIPT NUMBER CO-15-1886

CN-0971 (Rev. 10-13) White: File Canary: Owner RDA's 2321 & 2403

POWELL Auction & Realty, LLC

DISCLAIMER NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____	_____
CLIENT/CUSTOMER	**CLIENT/CUSTOMER**
_____ at _____ o'clock □ am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**

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POWELL Auction & Realty, LLC WIRE FRAUD WARNING

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

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

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

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

_____Initials _____Initials

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

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

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

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

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

_____	_____
Buyer or Seller Date	Buyer or Seller Date

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