



SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT

THIS CONTRACT made and entered into this 30th day of May, 2025 by and between
The Estate of Kenneth G. Hayes of Maynardville, 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 Union County, Tennessee, and being further described real property as follows: 287 Hayes Hollow Road, Maynardville, TN 37807 – Parcel/Tax ID: 043 040.00

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. Buyer is purchasing with any remaining personal property conveying with the property to the Buyer. **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: **NONE**. 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. 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 **June 30th, 2025**. 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. Purchase is not contingent upon viewing the property after purchasing. 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. 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, 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: _____

PHONE: _____

SELLER: _____

EMAIL: _____

SELLER: _____

SELLER: _____

SELLER: _____

SELLER: _____



TERMS & CONDITIONS OF REAL ESTATE AUCTION SALE

SELLER: THE ESTATE OF KENNETH G. HAYES

ADDRESS: 287 HAYES HOLLOW LANE – MAYNARDVILLE, TN 37807
UNION COUNTY PARCEL/TAX ID: 043 040.00

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.

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: M & M Title – Jane Holt
865-457-5675 – jane.holt@mmtitleco.com
125 N Main Street, Clinton, TN 37716

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

AGENCY DISCLOSURE: Powell Auction & Realty LLC, a Tennessee Real Estate and Auction Company, 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 30TH DAY OF MAY, 2025:

AUCTIONEER _____

BUYER _____

SELLER _____

BUYER _____

SELLER _____



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:

287 Hayes Hollow Lane

Maynardville,

TN 37807

PROPERTY ADDRESS

SELLER NAME: The Estate of Kenneth G. Hayes
LICENSEE NAME: Kenny Phillips | Phillip Hopper

BUYER NAME: _____
LICENSEE NAME: _____

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

- ☐ **Transaction Broker or Facilitator.**
(not an agent for either party).
- ☐ **Seller is Unrepresented.**
- ☐ **Agent for the Seller.**
- ☒ **Designated Agent for the Seller.**
- ☐ **Disclosed Dual Agent (for both parties),**
with the consent of both the Buyer and the Seller in this transaction.

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

- ☐ **Transaction Broker or Facilitator.**
(not an agent for either party).
- ☐ **Buyer is Unrepresented.**
- ☐ **Agent for the Buyer.**
- ☐ **Designated Agent for the Buyer.**
- ☐ **Disclosed Dual Agent (for both parties),**
with the consent of both the Buyer and the Seller in this transaction.

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

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.

Jeanette Y. Kaslik, Executor dotloop verified
03/04/25 9:30 PM EST
DKXC-AR80-CNMJ-MZYA
Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Kenny Phillips dotloop verified
03/18/25 4:53 PM EDT
CM00-MBUE-R6AD-2YF2
Phillip Hopper dotloop verified
03/18/25 4:52 PM EDT
OD9J-LCVT-M4T-L58D

Selling Licensee _____ Date _____

Powell Auction & Realty

Listing Company

Selling Company

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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

Property Address: **287 Hayes Hollow Lane** **Maynardville, TN 37807**

Seller: **The Estate of Kenneth G. Hayes**

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 287 Hayes Hollow Lane Maynardville, TN 37807 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.

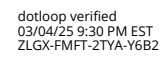
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98 ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:	YES	NO	UNKNOWN
99 1. Is there an exterior injection well anywhere on the property?	☐	☐	X
100 2. Is seller aware of any percolation tests or soil absorption rates being	☐	☐	X
101 performed on the property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

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

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

129 The party(ies) below have signed and acknowledge receipt of a copy.	
130  131 SELLER 132 _____ at _____ o'clock ☐ am/ ☐ pm 133 Date	130  131 SELLER 132 _____ at _____ o'clock ☐ am/ ☐ pm 133 Date

134 The party(ies) below have signed and acknowledge receipt of a copy.	
135 _____ 136 BUYER 137 _____ at _____ o'clock ☐ am/ ☐ pm 138 Date	135 _____ 136 BUYER 137 _____ at _____ o'clock ☐ am/ ☐ pm 138 Date

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SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

1	Regarding:	287 Hayes Hollow Lane	Maynardville,	TN	37807
		PROPERTY ADDRESS			

2 The owner of this residential property discloses the following:

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

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

8 □ The file could not be located.

9 **OR**

10 ☐ A permit was not issued for this property.

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

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

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

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

21 _____
 22 **BUYER**
 23 _____ at _____ o'clock ☐ am/ ☐ pm
 24 **Date** _____

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

26 _____ dotloop verified 03/04/25 9:30 PM EST
 27 **SELLER** MO2A-RRCX-7ALJ-TRRJ

28 _____ at _____ o'clock ☐ am/ ☐ pm
 29 **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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287 Hayes Hollow Rd.
Maynardville, TN 37807



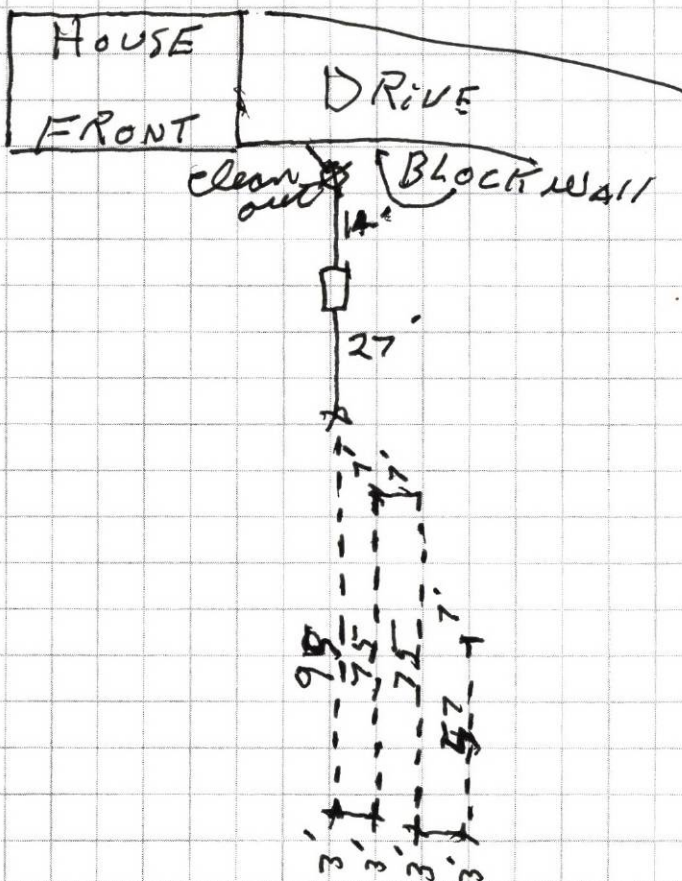
CERTIFICATE OF COMPLETION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM

287

Issued to: Hayes Kenneth
 Owner, Developer, Contractor, Installer, Etc.
 Location: Kettley Hollow Rd.
Maynardville, TN.
Hayes Hollow Ln. 287

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
ev 1000 Septic Tank
 (type) (volume)
 Estimated Absorption Rate 60 (minutes per inch)
☒ New Installation () Repair () Other
 Installed by: Troy Graves

3x 300'



Construction Approved By:

Roy Taylor E-S-III
 (Name and Title)

11-20-95
 (date)

SEPTIC TANK CARE

Residential sewage disposal systems are generally used in rural and unsewered suburban areas. A septic tank system must be properly designed, installed and maintained if reasonable service is to be expected.

A septic tank is a water tight structure in which organic solids are decomposed by natural bacterial processes. The flow of sewage is slowed in its passage through the tank so that larger solids settle to the bottom and accumulate as sludge. Grease and lighter particles rises to the surface and form scum.

The bacteria present in a tank are able to thrive in the absence of oxygen. Such decomposition in the absence of air is called "septic," which led to the naming of the tank. Solids and scum are digested and reduced to a smaller volume by the bacteria in the tank. However, a residue of sludge remains which must be stored during the interval between tank and cleanings.

The partially treated sewage, or effluent, flowing from the tank is still septic and contains large numbers of harmful bacteria and organic matter in a finely divided state or in solution. Foul odors, unsightly conditions and health hazards will develop if this effluent is ponded on the surface of the ground or carried away in open ditches. Final disposal of the effluent in a subsurface soil absorption system or filter is necessary to avoid these problems.

LOCATION

To facilitate inspection and maintenance, it is imperative that the homeowner knows the location of all parts of the disposal system. Such information may be obtained from the local health authority. Details and accurate measurements including the location of the tank, pumps, underground piping, and the absorption system should be shown on a sketch for future reference.

Then local health authority should be consulted to determine the minimum requirements relating to distance between disposal systems and water supply facilities.

MAINTENANCE

The frequency of cleaning depends on the size of the septic tank and the number of people it serves. When a garbage grinder is used, more frequent cleaning will be required. With ordinary use and care, a septic tank may require cleaning ever 2 or 3 years. However in many cases septic tanks can be satisfactorily operated even longer. The homeowner should determine for himself when his tank needs cleaning.

Actual measurement of sludge deposit and scum accumulation is the only method of determining when a tank need to be cleaned.

Scum can be measured with a stick to which a weighted flap has been hinged, or with any device that can be used to feel out the bottom of the scum mat. The stick if forced through the mat, the hinged flap falls into a horizontal position, and the stick is raised until resistance from the bottom of the scum felt. With the same tooi, the distance to the bottom of the outlet device can be found.

A long stick wrapped with rough white toweling and lowered to the bottom of the tank will show the depth of sludge and the liquid depth of the tank. The stick should be lowered behind the outlet device to avoid scum particles. After several minutes, if the stick is carefully removed, the sludge line can be distinguished by sludge particles clinging into the toweling.

In two-compartment tanks, measurements should be made near the outlet of the first compartment.

The tank should be cleaned if either (a) The bottom of the scum mat is within 3 inches of the bottom of the outlet device; or (b) sludge comes within the limits specified in the accompanying table.

LIQUID CAPACITY OF TANK GALLONS	LIQUID DEPTH		
	3 feet	4 feet	5 feet
	Distance from bottom of outlet device to top of sludge, inches.		
750	6	10	13
900	4	7	10
1,000	4	6	8

Do not allow any person who does not have a health department permit to pump your septic tank. Septic tanks are usually cleaned by companies who make this operation a business. The homeowner should check with the local health department for the names of reputable companies in the area.

There are no known chemicals, yeasts or other substance capable of eliminating or reducing the solids in a septic tank so that cleaning is unnecessary. The use of such product is not necessary for the proper operation of a septic tank.

Septic tanks and absorption systems frequently are damaged by heavy trucks or equipment moving over them. Reference to the location sketch of the system will be found helpful in directing heavy vehicles away from the critical areas. If there is no way to avoid crossing a sewer line, cast iron should be used under the crossing.

The roots of trees and shrubbery may enter the tile lines and clog them completely. When this occurs, the roots can be removed only digging up and cleaning the tile line.

Neglect of the septic tank is the most common cause of damage to soil absorption systems. When the tank is not cleaned, solids build up and are carried over into the absorption system causing clogging of the soil. When this happens the absorption system must be relocated and rebuilt.

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

Owner: Hoyes Kenneth & Mary
Owner, Developer, Contractor, Installer, Etc.
 Location: Hatchers Rd.
Maynardville, Tenn.
 Installation:
☒ 1. New Installation
☐ 2. Repair to Existing System
 Establishment:
☒ 1. Residential: # Bedrooms 3
☐ 2. Other: _____
(specify)
 Gal/Day _____

Evaluation Based Upon:
☐ 1. Soil typing by Soil Scientist
☐ a. General
☐ b. High Intensity
☐ c. Extra High Intensity
☐ 2. Soil Percolation Test
☒ 3. Environmental Specialist
 Estimated Absorption Rate: 60 MPI

Type of System: 52
☒ 1. Conventional
☐ 2. Low Pressure Pipe
☐ 3. Mound
☐ 4. Lagoon
☒ 5. Large Diameter Graveless Pipe 10"
☐ a. Sand backfill required
☐ 6. 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)
☐ Other _____

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

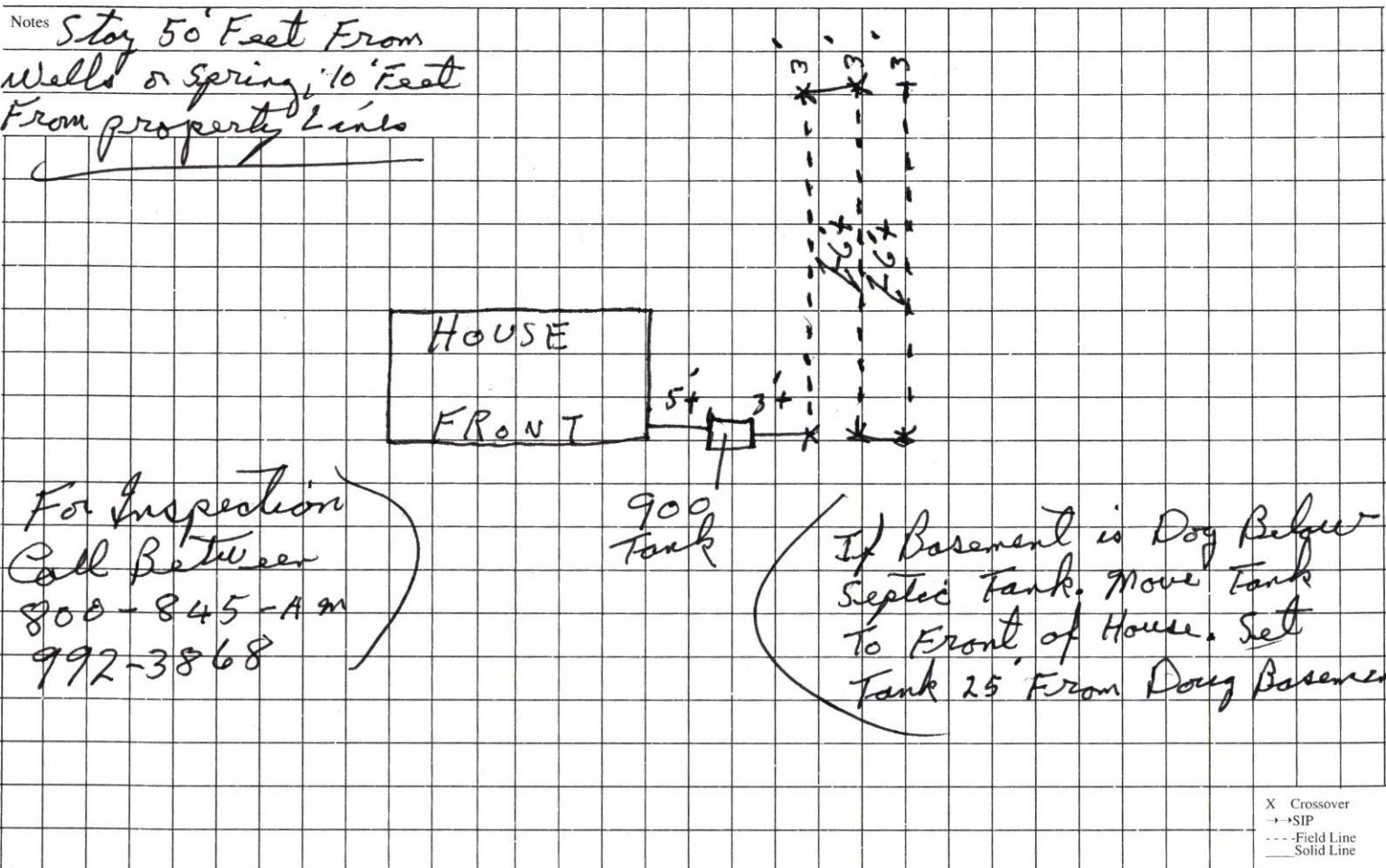
Also required:
☐ 1. Soil Improvement Practice (SIP)
☐ 2. Flow Diversion Valve
☐ 3. Sewage Pump
☐ 4. Other: _____

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. 68-221-401 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 of Recipient: Kenneth & Mary Hoyes Date: 5/4/95
 Issued at: Maynardville, Tenn. Tennessee, in union County _____
 By: Roy Taylor ES-III Date: 5-2-95
(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.

Original—File
Copy—Owner

930

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUND WATER PROTECTION

PERMIT FOR CONSTRUCTION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM

Owner: Hoyes Kenneth & Mary
Location: Wittler Rd.
Maynardville, TN
Installation:
☒ 1. New Installation
☐ 2. Repair to Existing System
Establishment:
☒ 1. Residential: # Bedrooms 3
☐ 2. Other: _____
(specify) _____
Gal/Day _____

Evaluation Based Upon:
☐ 1. Soil typing by Soil Scientist
☐ a. General
☐ b. High Intensity
☐ c. Extra High Intensity
☐ 2. Soil Percolation Test
☒ 3. Environmental Specialist
Estimated Absorption Rate: 60 MPI

Type of System: 2
☒ 1. Conventional
☐ 2. Low Pressure Pipe
☐ 3. Mound
☐ 4. Lagoon
☒ 5. Large Diameter Graveless Pipe 10"
☐ a. Sand backfill required
☐ 6. 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)
☐ Other _____

Also required:

- ☐ 1. Soil Improvement Practice (SIP)
- ☐ 2. Flow Diversion Valve
- ☐ 3. Sewage Pump
- ☐ 4. Other: _____

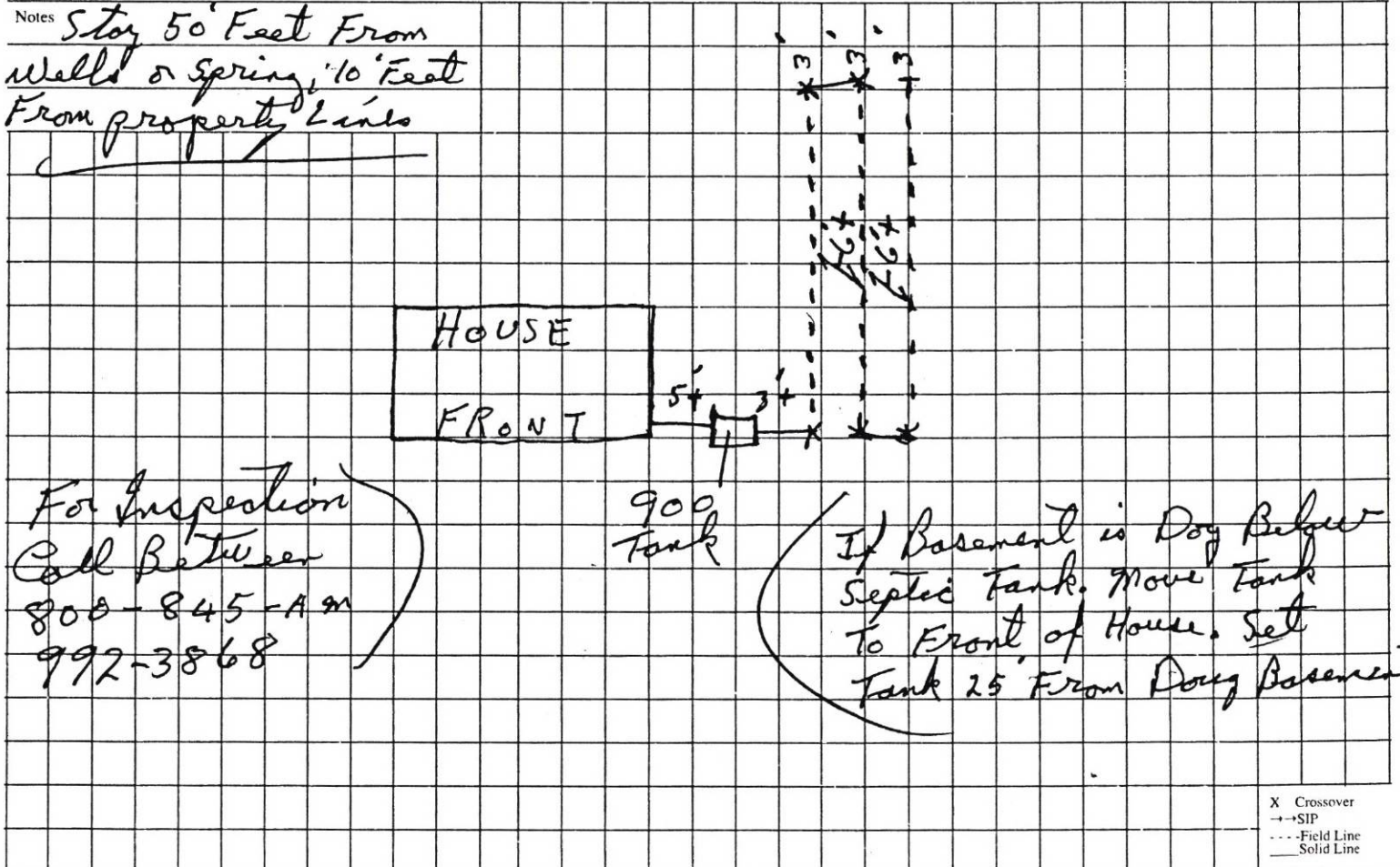
This system shall consist of a two compartment septic tank holding 900 gallons, with 330 linear feet in 3 or more trenches, 36 inches wide and 24-36 inches deep. (Depth of gravel: 12 inches)

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. Sign Here and Date

Signature of Recipient: _____ Date _____
Issued at Maynardville, TN Tennessee, in Union County
By Roy Taylor ES-III Date 5-2-95
(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.

Original—File
Copy—Owner



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



1. SERVICE REQUESTED: (check service)	APPLICANT COMPLETE QUESTIONS:	FEES DUE	PTBMIS CODES V689 Code Supp/Code
☒ Septic System Construction Permit			
☒ Dwelling	2, 3, 4, 7, 8, 9	\$ <u>100.00</u>	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	\$	78032
Inspection Letter	2, 3, 5, 7, 8, 9	\$	78030
Water Sample			
Total Coliform	2, 3, 6, 7, 8, 9	\$	78036 Yes
Fecal Coliform	2, 3, 6, 7, 8, 9	\$	78038 Yes
Alternative System Permit*		\$	78068
Large Conventional System Plan Review*		\$	78099
Large Alternative System Plan Review*		\$	78099
Experimental System Plan Review*		\$	78072
Subdivision Evaluation: Lots:		\$	
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 Environmental Specialist prior to processing application.

2. LANDOWNER: Names: <u>Kenneth G. & Mary L. Hayes</u> Address: <u>3638 Davenport Rd Apt. K-10</u> <u>Knoxville TN, 37920</u> Day Phone: <u>992 4860</u>	APPLICANT Name: <u>SAME</u> Address: _____ Day Phone: _____	ORIGINAL OWNER Name: _____
---	---	--------------------------------------

3. LOCATION OF LOT OR SITE: a) In a subdivision? NO b) Name: _____ Lot # _____
 b) Non-Subdivision X Give specific directions and address to the lot or site: _____

4. FOR SSDS PERMIT ONLY: a) Size of lot _____ b) Number of Bedrooms 3
 c) How many occupants? 5 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? Yes If not, date it will be staked: _____
 Is the house staked? Yes 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 by Health Department? _____
 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 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 reserve. 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: 4/27/95 SIGNATURE: Kenneth G. Hayes AMOUNT PAID: \$ 100.00 RECEIPT NUMBER 490863

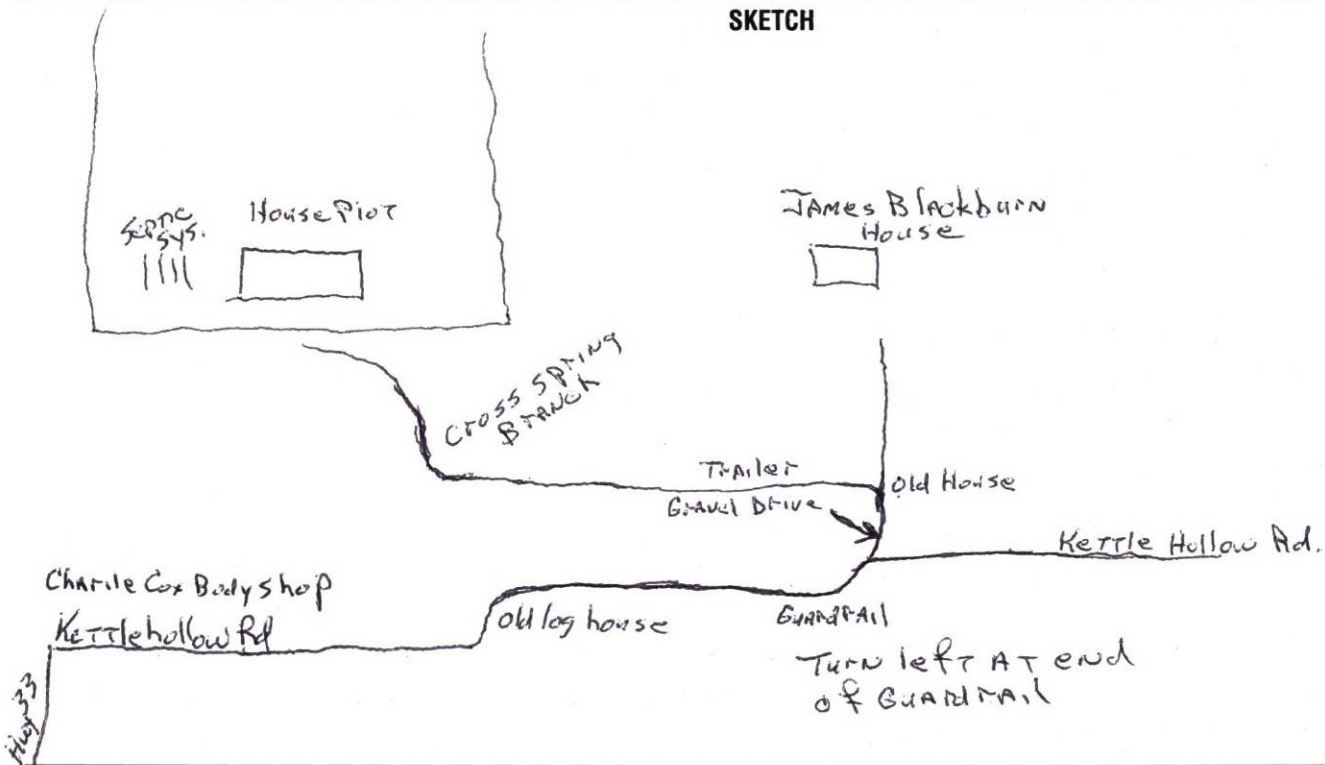
White: File Canary: Owner

FEE SCHEDULE

**PTBMIS
SUPP/CODE**

Evaluation for Conventional or LDGP Septic System Permit	\$100.00 up to 1000 gpd	
	\$ 50.00 for each additional 1000 gpd or portion thereof	78066
Repair	\$None	
Inspection Letter	\$100.00	
Subdivision Evaluation	\$ 20.00 per lot	
Water Samples:		
Total Coliform	\$ 25.00	78036P
Fecal Coliform	\$ 50.00	78036P
Soil Mapping:		
Low Intensity	\$ 65.00 up to 5 acres	78074
	\$ 10.00 per acre thereafter	78076
General Intensity	\$ 40.00 per acre — \$ 40.00 minimum	78078
High Intensity	\$ 65.00 per acre — \$ 65.00 minimum	78040
Extra High Intensity	\$ 100.00 per acre — \$100.00 minimum	78042
(Minimum is for each separate acre or part of acre to be mapped)		
Alternative System Application Processing	\$150.00 up to 1000 gpd	
	\$ 75.00 for each additional 1000 gpm or portion thereof	78070
Large Conventional or Large Alternative Plan Review	\$300.00 per proposed system	
Experimental System Application Processing	\$250.00	
Pumper Permit	\$100.00	
Installer Permit	\$100.00 for conventional & LDGP	
	\$ 50.00 for each alternative system	78080
Plat Approval — Individual Lots	\$ 20.00 per lot	78029
Domestic Septage Disposal Site Permit	\$200.00	78031

SKETCH



Official Use:

File Search
Absorption Rate _____ At Depth _____
Percolation Rate _____ At Depth _____
Other Requirements