

CRYE-LEIKE®

REAL ESTATE SERVICES

LOT/LAND SELLER'S PROPERTY DISCLOSURE STATEMENT

1 This disclosure statement is designed to assist the Seller in providing information about the Property that is being transferred.
 2 This completed form constitutes the disclosure by the Seller. The information contained in the disclosure is the
 3 representation of the owner and not the representations of the listing real estate broker, the selling real estate broker and/or
 4 their respective licensees or sales persons, if any. This is not a warranty or a substitute for any professional inspections or
 5 warranties that the Buyer may wish to obtain. Buyers and Sellers should be aware that any sales agreement executed
 6 between the parties will supersede this form as to any obligations on the part of the Seller to correct items identified
 7 below and/or the obligation of the Buyer to accept such items "AS IS."

INSTRUCTIONS TO THE SELLER

8 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly
 9 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this
 10 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

11 PROPERTY ADDRESS 200 Dog TOWN Road CITY TEN MILE, TN
 12 SELLER'S NAME(S) RJHT PARTNERS 37880
 13 DATE SELLER ACQUIRED THE PROPERTY 2007

14 IF THE ANSWER TO ANY OF THE QUESTIONS LISTED BELOW IS "YES", PLEASE EXPLAIN IN DETAIL IN THE
 15 "ADDITIONAL EXPLANATIONS" SECTION.

	YES	NO	UNKNOWN
16 1. SOIL, TREES, DRAINAGE AND BOUNDARIES:			
17 (a) Is there or will there be any fill (other than foundation backfill) on the Property?	☐	☒	☐
18 (b) Are there mine shafts or wells (in use or abandoned)?	☐	☒	☐
19 (c) Are you aware of any past or present sliding, settling, earth movement, upheaval 20 or earth stability/expansive soil problems?	☐	☒	☐
21 (d) Is the Property or any part thereof located in a flood zone?	☐	☒	☐
22 (e) Are you aware of any past or present drainage or flooding problems?	☐	☒	☐
23 (f) Are you aware of any past or present diseased or dead trees?	☐	☒	☐
24 (g) Are you aware of any past or present encroachments, boundary line disputes, 25 leases or unrecorded easements?	☐	☒	☐
26 (h) Has the Property been tested for soil and/or percolation? 27 If yes, attach copy of test results.	☐	☒	☐
28 (i) Has the Property been evaluated for subsurface sewage disposal system? 29 If yes, attach copy of test results.	☐	☒	☐
30 (j) Has the Property been surveyed to establish boundary lines? 31 Are the corner stakes in place and visible? If yes, attach copy of survey.	☒	☐	☐
32 2. TOXIC/FOREIGN SUBSTANCES:			
33 (a) Are you aware of any underground tanks, toxic substances, tires, appliances, 34 garbage, foreign and/or unnatural materials, asbestos, polychlorinated 35 biphenyl (PCB's), ureaformaldehyde, methane gas, radioactive material, 36 methamphetamine production or radon on the Property (structure or soil)?	☐	☒	☐
37 (b) Has the Property been tested for radon or any other toxic substance including 38 Phase I testing?	☐	☒	☐



		YES	NO	UNKNOWN
39	3. THE PROPERTY:			
40	(a) Consists of no less than <u>2.64</u> <i>more or less</i> acres and the current zoning is:			
41				
42	(b) Will conveyance of this Property include all mineral, oil and timber rights?	☒	☐	☐
43	(c) Are there any governmental allotments committed?	☐	☒	☐
44	(d) Have any licenses or usage permits been granted for, including but not limited to,	☐	☒	☐
45	crops, mineral, water, grazing, timber, usage rights to hunters, fishermen, or others?			
46	(e) Crop Rotation Program (CRP)?	☐	☒	☐
47	4. COVENANTS, FEES AND ASSESSMENTS:			
48	(a) Is or will the Property be part of a condominium or other community association?	☐	☐	☐
49	(b) Will the Property be part of a PUD (Planned Unit Development)?	☐	☐	☐
50	Planned Unit Development is defined pursuant to Tenn. Code Ann.			
51	§ 66-3-213 as "an area of land, controlled by one (1) or more landowners,			
52	to be developed under unified control or unified plan of development for a			
53	number of dwelling units, commercial, educational, recreational or industrial			
54	uses, or any combination of the foregoing, the plan for which does not correspond			
55	in lot size, bulk or type of use, density, lot coverage, open space, or other			
56	restrictions to the existing land use regulations." Unknown is not a			
57	permissible answer under the statute.			
58	(c) Is there any defect, damage or problem with any common elements/area that	☐	☐	☐
59	could affect the value or desirability?			
60	(d) Is or will it be subject to covenants, conditions and restrictions (CC&R's)?	☐	☐	☐
61	(e) Is there an Association Fee? If "YES", amount \$ _____, per _____	☐	☐	☐
62	(f) Is or will the Association Fee be mandatory?	☐	☐	☐
63	(g) Is there a Transfer Fee? If "YES", amount \$ _____	☐	☐	☐
64	(h) Is there a capital expenditure/contribution due upon transfer?	☐	☐	☐
65	If "YES", amount \$ _____			
66	(i) Are there any fees, expenses, etc. required by the association, property	☐	☐	☐
67	management company and/or bylaws or covenants for transfer of the Property?			
68	If "YES", amount \$ _____			
69	(j) Are there any special assessments approved but unpaid by the association?	☐	☐	☐
70	(k) Are there any special association assessments under consideration?	☐	☐	☐
71	(l) Is there any condition or claim, which may result in an increase in assessments	☐	☐	☐
72	or fees?			
73	(m) Does or will the Association Fee include: (The unchecked items are not included or unknown.)			
74	☐ Exterior Building Maintenance ☐ Reserve Fund ☐ Gas ☐ Cable			
75	☐ Exterior Liability ☐ Road Maintenance ☐ Electricity ☐ Swim			
76	☐ Common Grounds Maintenance ☐ Security ☐ Water ☐ Tennis			
77	☐ Pest and Termite Control ☐ Garbage ☐ Sewer ☐ Other _____			
78	5. OTHER MATTERS:			
79	(a) Do you know of any violations of local, state or federal laws, codes, regulations,	☐	☒	☐
80	or nonconforming use with respect to the Property?			
81	(b) Have you received notice by any governmental or quasi-governmental agency	☐	☒	☐
82	affecting the Property, including but not limited to road changes, zoning			
83	changes, assessments, etc.?			



- 84 (c) Is there any existing or threatened legal action affecting the Property? ☐ ☒ ☐
- 85 (d) Is there any system or appliance on the Property which is leased or has a fee ☐ ☒ ☐
- 86 associated with its use?
- 87 (e) Are there any private or non-dedicated roadways for which owner may have ☐ ☒ ☐
- 88 financial responsibility?
- 89 (f) Have there been any inspections or evaluations on the Property during the ☐ ☒ ☐
- 90 previous year? If yes, explain: _____
- 91 (g) Is the Property in any special tax arrangement such as Green Belt? ☒ ☐ ☐
- 92 If yes, please explain details: _____

	YES	NO
	(Seller Initials)	(Seller Initials)
93 6. UTILITIES:		
94 (A) Electricity	<u>JW</u>	_____
95 (B) Natural Gas	_____	_____
96 (C) Telephone	<u>JW</u>	_____
97 (D) Cable Television	_____	_____
98 (E) Garbage Collection	_____	_____
99 (F) Public Sewer	_____	_____
100 (G) Public Water	<u>JW</u>	_____
101 (H) Other _____	_____	_____

102 7. ADDITIONAL EXPLANATION OR DISCLOSURES:

103 _____

104 _____

105 8. SELLER'S REPRESENTATION

106 In this disclosure, Seller warrants that to the best of Seller's knowledge and belief, the information contained herein with
 107 respect to the condition of the Property is accurate and complete as of the date signed by Seller. It is not a substitute for
 108 any inspections or warranties that Buyer may wish to obtain. Seller hereby authorizes Broker to provide this information
 109 to prospective buyers of the Property and to Brokers. Seller agrees to promptly update this Lot/Land Disclosure
 110 Statement and provide any Buyer and Brokers with a revised copy of the same if there are any material changes
 111 in the answers to the questions contained herein.

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

113 VANE RJHT

114 SELLER SELLER

115 2-20-13 at 2 o'clock ☐ am/ ☒ pm _____ at _____ o'clock ☐ am/ ☐ pm

116 Date Date

117 9. RECEIPT AND ACKNOWLEDGEMENT OF BUYER:

118 I acknowledge receipt of this Seller's Lot/Land Property Disclosure Statement. I understand that except as stated in the
 119 Lot/Land Purchase and Sale Agreement with Seller, the Property is being sold in its present condition only, without
 120 warranties or guarantees of any kind by Seller or Brokers. No representations concerning the condition of the Property
 121 are being relied upon by me except as disclosed herein or stated in the Lot/Land Purchase and Sale Agreement.

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

123 _____

124 BUYER BUYER

125 _____ at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm

126 Date Date

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.



360 19. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding paragraph, shall
361 control:

362 _____
363 _____
364 _____
365 _____
366 _____
367 _____
368 _____
369 _____
370 _____
371 _____

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

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

374 B. J. Brown
375 BY: Broker or Licensee Authorized by Broker
376 2-8-13 at 3 o'clock ☐ am/ ☒ pm
377 Date
378 B. J. Brown
379 Print/Type Name

B. J. Brown - Claye Leike Brown
BROKER/FIRM
643 WEST AVE COOKEVILLE, TN
Address
Phone: 931-484-5122 Fax: 931-484-0907
Email:

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

381 X AWET RJHT
382 SELLER/OWNER
383 X Jason West
384 Print/Type Name
385 2-8-13 at 3 o'clock ☐ am/ ☒ pm
386 Date
387 _____
388 Address
389 Phone: _____ (H) _____ (Cell)
390 _____ (W) Email: _____

SELLER/OWNER
Print/Type Name
_____ at _____ o'clock ☐ am/ ☐ pm
Date
Address
Phone: _____ (H) _____ (Cell)
_____ (W) Email: _____

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