

BARNES

LOT/LAND SELLER'S PROPERTY DISCLOSURE STATEMENT

1	This disclosure statem	ent is designed to assist	the Seller in providing	information about	the Property that	is being transferred
		constitutes the disclo				

- 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
- their respective licensees or sales persons, if any. This is not a warranty or a substitute for any professional inspections or 4
- warranties that the Buyer may wish to obtain. Buyers and Sellers should be aware that any sales agreement executed 5 6
 - between the parties will supersede this form as to any obligations on the part of the Selier 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
- label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this 9 10
 - statement to any person or entity in connection with any actual or anticipated sale of the subject property.

11	PROPERTY ADDRESS	Cooper Creek Road	CITY	Montgomery
12	SELLER'S NAME(S) William	n O. Prettyman III		

- SELLER'S NAME(S) William O. Prettyman III DATE SELLER ACQUIRED THE PROPERTY 02/02/2009 13
- IF THE ANSWER TO ANY OF THE QUESTIONS LISTED BELOW IS "YES", PLEASE EXPLAIN IN DETAIL IN THE 14

15	"A	DDI	TIONAL EXPLANATIONS" SECTION.			
				YES	NO	UNKNOWN
16	1.	SO	IL, TREES, DRAINAGE AND BOUNDARIES:			
17		(a)	Is there or will there be any fill (other than foundation backfill) on the Property?		Y	
18		(b)	Are there mine shafts or wells (in use or abandoned)?		10	a
19 20		(c)	Are you aware of any past or present sliding, settling, earth movement, upheaval or earth stability/expansive soil problems?		4	
21		(d)	Is the Property or any part thereof located in a flood zone?		M	
22		(e)	Are you aware of any past or present drainage or flooding problems?	D	P	
23		(f)	Are you aware of any past or present diseased or dead trees?			
24 25		(g)	Are you aware of any past or present encroachments, boundary line disputes, leases or unrecorded easements?		P	
26 27		(h)	Has the Property been tested for soil and/or percolation? If yes, attach copy of test results.	D	æ	D
28 29		(i)	Has the Property been evaluated for subsurface sewage disposal system? If yes, attach copy of test results.	0	ηØ.	
30 31		(j)	Has the Property been surveyed to establish boundary lines? Are the corner stakes in place and visible? If yes, attach copy of survey.	7	0	0
32	2.	TO	XIC/FOREIGN SUBSTANCES:			
33 34 35 36		(a)	Are you aware of any underground tanks, toxic substances, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, radioactive material, or radon on the Property (structure or soil)?	a	ø	0
37 38		(b)	Has the Property been tested for radon or any other toxic substance including Phase I testing?		100	a



								,	YES	NO	UNKNOWN
39	3.		E PROPERTY:								
40		` '	Consists of no less than 62.49 at	res a	and the current zoning	is:					
41		AG	/ Agriculture								
42		(b)	Will conveyance of this Property	inclu	de all mineral, oil and	timb	er rights?		A		
43		(c)	Are there any governmental allots	nents	committed?					A	
44 45		(d)	Have any licenses or usage permit crops, mineral, water, grazing, tim						D	A	
46		(e)	Crop Rotation Program (CRP)?							M	
47	4.	CO	VENANTS, FEES AND ASSESS	ME	NTS:						
48		(a)	Is or will the Property be part of a	cond	dominium or other con	amur	nity associatio	m?			
49 50 51 52 53 54 55 56 57		(b)	Will the Property be part of a PUI Planned Unit Development is defit § 66-5-213 as "an area of land, cost to be developed under unified connumber of dwelling units, commenuses, or any combination of the foin lot size, bulk or type of use, der restrictions to the existing land use permissible answer under the state	ned j ntrol (rcial, rego isity, e reg	pursuant to Tenn. Cod- led by one (1) or more or unified plan of deve- educational, recreationing, the plan for which lot coverage, open sp	e And land lopm nal o doc ace, o	owners, ent for a r industrial s not correspo or other	ond		Y	
58 59		(c)	Is there any defect, damage or procould affect the value or desirabili		with any common ele	men	ts/area that		Image: control of the	¥	Ü
60		(d)	Is or will it be subject to covenant	s, co	nditions and restriction	ns (C	C&R's)?				
61		(e)	Is there an Association Fee? If "Y	ES"	, amount: \$	_, pe	ſ				a
62		(f)	Is or will the Association Fee be n	and	atory?				O		□
63		(g)	Is there a Transfer Fee? If "YES"	, am	ount \$				П	¥	
64		(h)	Are there any special assessments	appı	oved but unpaid by the	e ass	ociation?			10	D
65		(i)	Are there any special association a	isses	sments under consider	ation	?		0		0
66 67		(j)	Is there any condition or claim, whor fees?	nich :	may result in an incres	ise in	assessments		П	P	
68		(k)	Does or will the Association Fee in	nclu	le: (The unchecked it	ems a	re not includ	ed or	unknow	m.)	
69			Exterior Building Maintenance		Reserve Fund		Gas		Cable		
70			Exterior Liability		Road Maintenance		Electricity		Swim		
7 1			Common Grounds Maintenance		Security		Water		Tennis		
7 2		D	Pest and Termite Control		Garbage	П	Sewer		Other		
73	5.	OT	HER MATTERS:								
74 75		(a)	Do you know of any violations of or nonconforming use with respec			code	es, regulations	S,		*	٥
76 77 78		(b)	Have you received notice by any gaffecting the Property, including b changes, assessments, etc.?						п		ם
79		(c)	Is there any existing or threatened	lega	l action affecting the P	rope	rty?			9'	
80 81		(d)	Is there any system or appliance or associated with its use?	n the	Property which is least	sed o	r has a fee				<u> </u>

82 83		(e)	Are there any private or non-dedicated roadways for financial responsibility? MAINTAIN 655.	or which owner may have				0
84 85		(f)	Have there been any inspections or evaluations on previous year? If yes, explain:	•	_		*	•
86 87		(g)	Is the Property in any special tax arrangement such If yes, please explain details. 6 CE 24 BELT	as Green Belt?		Y		
				YES N	0			
88	6.	UT	TLITIES: (S	Seller Initials) (Selle	r Initi	als)		
89		(A)	Electricity		1			
90		(B)	Natural Gas	*	•			
91		(C)	Telephone					
92		(D)	Cable Television	<u> </u>				
93		(E)	Garbage Collection	dividual subdifficience				
94		(F)	Public Sewer	a				
95		(G)	Public Water		tera mere			
96		(H)	Other					
97 98 99	7.	AD M	DITIONAL EXPLANATION OR DISCLOSURI					ANTE Come has Call to Anti-Anti-Anti-Anti-Anti-Anti-Anti-Anti-
101 102 103 104 105 106		resp any to p Stat	his disclosure, Seller warrants that to the best of Sel beet to the condition of the Property is accurate and inspections or warranties that Buyer may wish to of prospective buyers of the Property and to Brokers. tement and provide any Buyer and Brokers with the answers to the questions contained herein.	complete as of the date signe stain. Seller hereby authorize Seller agrees to promptly	d by s s Bro upd	Seller. ker to ate th	It is not a provide the is Lot/La:	a substitute for his information and Disclosure
107	1	he p	arty(ies) below have signed and acknowledge receip		<i>L</i> .		·	
108 109		ELI	ER LIP	SELLER J	ayn	100	·	
110 111	1	uo,	/3 at /2/5 o'clock = am/ #pm	15 May 13 at 12 Date	15	o'c	lock 🗆 am	/ dCpm
112 113 114 115 116	9.	l ac Lot	CEIPT AND ACKNOWLEDGEMENT OF BUY knowledge receipt of this Seller's Lot/Land Propert/Land Purchase and Sale Agreement with Seller, trantics or guarantees of any kind by Seller or Brok being relied upon by me except as disclosed herein	ty Disclosure Statement. I un he Property is being sold in ers. No representations conc	its pr	resent g the c	condition condition o	only, without of the Property
117	1	he p	arty(ies) below have signed and acknowledge receip	t of a copy.				
118 119	B	UYI	ER	BUYER				
120	_		ato'clock 🗆 am/ 🗆 pm	at		_ 0'c	lock 🗆 am/	′□pm
121		ate		Date				THE RESERVE OF A SECRETARY OF THE PROPERTY OF THE PERSON O

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.





CONFIRMATION OF AGENCY STATUS AND COMPANY DISCLOSURES

Real Estate licensees are required to disclose which party they represent in a real estate transaction. The purpose of this Agency Disclosure Statement, "Confirmation of Agency Status", is to acknowledge that this confirmation occurred prior to the actual preparation of any offer or contract to purchase. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction (check one only); Additionally, the Tennessee Real Estate Commission requires that a real estate company disclose any interests they may have in

companies whom buyers and sellers may have occasion to do business.	
The real estate transaction involving the property located at: Coopel	r Creek Rd, Woodlawn, TN. 37191 (Property Address)
ONE of the Following Options MUS	of the Completed by the Licensee:
William O. Prettyman III	
SELLER NAME	BUYER NAME
Joy Boykin & Paulette Biggers LICENSEE NAME	TIMENICE NAME
LICENSEE, IN THIS CONSUMER'S CURRENT OR PROSPECTIVE TRANSACTION, IS SERVING AS:	LICENSEE NAME LICENSEE, 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.	Designated Agent for the Buyer.
	Designated Agent for the Dayer.
Designated Agent for the Seller	
This form was delivered in writing, as prescribed by law, to any unreprescurrepresented seller prior to presentation of any offer to purchase; OR (if execution of that listing agreement. This document also serves as conficommunicated orally before any real estate services were provided and applicable, was informed that any complaints alleging a violation or violat limitations for such violation set out in T.C.A. 62-313(e) with the Tennesse Nashville, TN 37232, PH: (615) 741-2273. This NOTICE BY ITSELF, HOWEY	the licensee is listing a property without an agency agreement) prior to irmation that the licensee's Agency or Transaction Broker status was also serves as a statement acknowledging that the buyer or seller, as tions of T.C.A. 62-13-312 must be filed within the applicable statute of the Real Estate Commission, 710 James Robertson Parkway, Third Floor,
Affiliated Company Relation.	shins and Other Disclosures
As indicated through national market research, many consumers prefer the conven-	ience and benefits of One-Stop Shopping. Below are company affiliations provided
through Barnes Real Estate Services, Inc. in an effort to provide the most convenient be higher than they would	
NO BUYER OR SELLER SHALL BE REQUIRED TO USE THE SERVICES OF ANY SPECIFIC COM	
INTERESTS OR RELATIONSHIP.	S WITH ANY SUCH COMPANY,
Mortgage: The respective real estate company has a relationship with Coldwell Banker I means of obtaining a mortgage. Coldwell Banker Barnes / Real Estate Now / Snow & Wall of Coldwell Banker Mortgage.	Mortgage (PHH Mortgage), for the purposes of providing the buyer an efficient and effective is compensated to market this optional service to buyers who choose to utilize the benefits
Closing/Title: Barnes Real Estate Services, Inc. dba Coldwell Banker Barnes / Snow & Insurance through various closing agencies. Charges vary with price of the respective propissued primarily through Stewart Title Insurance Company, or First American Title, generally	
Coldwell Banker Home Protection Plan: Coldwell Banker Barnes / Real Estate referencing COLDWELL BANKER HOME PROTECTION PLAN. This plan is implemented by an ind & Wall's participation simply being the initiation of the warranty process. Please referen information about the program.	ependent home warranty company, with Coldwell Banker Barnes / Real Estate Now / Snow
Brokerage Service Fee: A commission of \$179 will be charged to the Buyer or Seller rep other commissions described in the contract or agency agreements, payable only upon the commissions.	
Other Affiliations/ Relationships / Disclosures:	
ACKNOWLEDGMENTS OF CONFIRMATION OF AGENCY RELATIONSHIP AND AFFILIATED COMPAI AGENT/BROKER OR OTHER STATUS OF TENANT PURSUANT TO THE NATIONAL ASSOCIATION	
SIGNETURE OF SELLER DATE	SIGNATURE OF BUYER DATE
Jandra J. Prettyman 15 May 13	
Joy Boykin & Paulette Biggers Date Date	Signature of Buyer Date
LISTING LICENSEE DATE Coldwell Banker Barnes	SELLING LICENSEE DATE
LISTING COMPANY	SELLING COMPANY



DISCLAIMER NOTICE

1 The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale 2 Agreement (hereinafter "Agreement") regarding real estate located at

Cooper Creek Road, Woodlawn, TN. 37191

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(hereinafter "Property") are not attorneys and are not structural or environmental engineers. They 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. Below are listed some of the 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 19 condition of the roof. 20
- 21 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, 22 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like 23 24 the Tennessee Department of Commerce & Insurance (www.state.tn.us/commerce/index.shtml), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors 25 (www.nachi.org), and Home Inspectors of Tennessee (www.hita.us) and independently investigate the 26 competency of an inspector, including whether he has complied with State and/or local licensing and 27 28 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 29 property "as is". 30
- 4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS. It is strongly recommended that 31 32 you use the services of a licensed, professional pest control company to determine the presence of wood 33 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any 34 potential damage from such.
- 5. ENVIROMENTAL HAZARDS. Environmental hazards, such as, but not limited to: radon gas, mold, 35 36 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, highvoltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, 37 38 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern. 39
- 6. SQUARE FOOTAGE. There are many ways of measuring square footage. Information is sometimes 40 gathered from tax or real estate records on the Property. Square footage provided by builders, real estate 41 licensees, or tax records is only an estimate with which to make comparisons, but it is not guaranteed. It is 42 advised that you have a licensed appraiser determine actual square footage. 43

- 44 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 45 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things 46 happen. NOTE: A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion 47 (BPO), etc., while sometimes used to set an asking price or an offer price, is not an appraisal. 48
- 8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE. It is strongly advised 49 that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines. 50 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you not 51 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data 52 for this information, even if acceptable to your lender. 53
 - 9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES. Zoning, codes, covenants, restrictions, homeowner 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. 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 actions concerning any portions 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 82 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other 83 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate 84 sources in writing. 85
- 14. INFORMATION **ABOUT** CRIMES, METHAMPHETAMINE PROPERTIES, 86 87 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, 88 or for the location of sex offenders in a given area. 89
- 15. LEGAL AND TAX ADVICE. You should seek the advice of an attorney and/or certified tax specialist on 90 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 92 licensees are **not** legal or tax experts, and therefore cannot advise you in these areas. 93

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16. 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 licensing, registration, insurance and bonding requirements in your area.

The buyers and sellers acknowledge that they have not relied upon the advice, casual comments, or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters. The buyers and sellers understand 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.

V (28) ~	Sout of District
CHENTEN CONTROL (- CULLED)	Sandra T. tuttyman
CLIENT/CUSTOMER (□ BUYER / \$-SELLER)	CLIENT/CUSTOMER (BUYER / B-SELLER)
5 at 12 21 o'clock □ am/ ♥pm	at o'clock □ am/ □ pn
Date!	Date
The party(ies) below have signed and acknowledge rece	ipt of a copy.
The party(ies) below have signed and acknowledge rece CLIENT/CUSTOMER (BUYER / SELLER)	ipt of a copy. CLIENT/CUSTOMER (BUYER / SELLER)
S	

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