



SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT

THIS CONTRACT made and entered into this 21st day of November, 2025 by and between
David H. Jones, Trustee for Sonya Ann Taylor and Reeca Purner by William T. Magill, Bankruptcy Court Clerk, 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 Washington County, Tennessee, and being further described real property as follows: 129 Lyons Drive, Johnson City, TN 37601 – Parcel/Tax ID: 022 147.00
SOLD BY THE ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF TENNESSEE AT GREENEVILLE – CASE NO. 2:22-BK-51008-RRM CHAPTER 7

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. SALE IS SUBJECT TO COURT/TRUSTEE APPROVAL.**

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

4) **TITLE TRANSFER:** For the above consideration, Sellers agree to give title by Quitclaim Deed to Buyer(s) of all of Sellers' interest in and to the property. Title to be conveyed subject to **CURRENT AND/OR DELINQUENT PROPERTY TAXES, FEES, HOA FEES**, 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. **DEED BY THE TRUSTEE/CLERK, ALL CLOSING COSTS, TITLE OPINION, TITLE INSURANCE AND RECORDING FEES ARE BUYER'S EXPENSE.**

5) **DEED:** Trustee's/Clerk's Deed shall be made to: _____.

6) **CLOSING DATE:** ALL parties agree the closing date of this sale shall be on or before **20 DAYS AFTER COURT/TRUSTEE APPROVAL**. The Seller reserves the option to extend the closing 30 days if needed to resolve title issues without further notice.

7) **TAXES:** ANY CURRENT AND/OR DELINQUENT PROPERTY TAXES AND/OR FEES ARE THE RESPONSIBILITY OF THE BUYER.

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).

Specific Performance Real Estate Contract, PAGE 1 of 2

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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: _____



www.powellauction.com

TERMS & CONDITIONS OF REAL ESTATE AUCTION SALE

SELLER: DAVID H. JONES, TRUSTEE FOR SONYA ANN TAYLOR AND

REECA PURNER BY WILLIAM T. MAGILL, BANKRUPTCY COURT CLERK

SOLD BY THE ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE

EASTERN DISTRICT OF TENNESSEE AT GREENEVILLE – CASE NO. 2:22-BK-51008-RRM CHAPTER 7

ADDRESS: 129 LYONS DRIVE – JOHNSON CITY, TN 37601

WASHINGTON COUNTY PARCEL/TAX ID: 022 147.00

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: BUYER IS RESPONSIBLE FOR CURRENT AND/OR DELINQUENT PROPERTY TAXES AND FEES.

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 20 days from COURT/TRUSTEE APPROVAL**. Buyer will be advised as to the day and location of closing. **Seller will furnish TRUSTEE/CLERK DEED**. Buyer is responsible for ALL TITLE CLOSING COSTS, title opinion, title insurance, transfer taxes and recording fees. All current and/or delinquent HOA dues, transfer fees, membership fees are the responsibility of the Buyer, if applicable.

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 21ST DAY OF NOVEMBER, 2025:

AUCTIONEER _____

BUYER _____

SELLER _____

BUYER _____

SELLER _____



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.

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.

<input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER	Date	<input type="checkbox"/> BUYER / <input type="checkbox"/> 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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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:

129 Lyons Drive

Johnson City,

TN 37601

PROPERTY ADDRESS

David H. Jones, Trustee; and, Reeca Purner, by
SELLER NAME: William T. Magill, Bankruptcy Court Clerk
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.

Seller Signature William T. Magill Date 11/7/2025

William T. Magill, Clerk dotloop verified 11/06/25 9:47 AM EST MO6R-HPWC-6SCR-TPWD

Seller Signature _____ Date _____

Kenny Phillips dotloop verified 11/07/25 11:53 AM EST YXRD-QWQD-KWWR-ZTRY

Phillip Hopper dotloop verified 11/07/25 11:52 AM EST WHHD-FJQT-6IHK-2ASB

POWELL AUCTION & REALTY

Listing Company

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

Selling Licensee _____ Date _____

Selling Company

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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

Property Address: 129 Lyons Drive Johnson City, TN 37601
 Seller: David H. Jones, Trustee, and Reeca Purner, by William T. Magill, Bankruptcy Court Clerk

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 129 Lyons Drive Johnson City, TN 37601 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 |
|-----|--|--------------------------|-------------------------------------|-------------------------------------|
| 98 | | | | |
| 99 | 1. Is there an exterior injection well anywhere on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 100 | 2. Is seller aware of any percolation tests or soil absorption rates being | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 105 | foundation to another foundation? | | | |
| 106 | 4. Is this property in a Planned Unit Development? Planned Unit Development | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 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.

130 131 132 133	_____ Trustee SELLER 11-7-25 at 11:15 o'clock <input checked="" type="checkbox"/> am/ <input type="checkbox"/> pm Date	_____ William T. Magill, Clerk SELLER _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date
--------------------------	--	--

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

135 136 137 138	_____ BUYER _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date	_____ BUYER _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date
--------------------------	---	---

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POWELL
Auction & Realty, LLC

SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

Regarding: 129 Lyons Drive Johnson City, TN 37601
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 2 (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.

SELLER**SELLER**

11-7-25 at 11:15 o'clock ☒ am/ ☐ pm

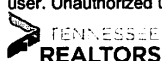
at o'clock ☐ am/ ☐ pm

Date

Date

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RF208 – Subsurface Sewage Disposal System Permit Disclosure, Page 1 of 1

Version 01/01/2025





CERTIFICATE OF COMPLETION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM

Issued to: Hopkins, Mark & Pam
Owner, Developer, Contractor, Installer, Etc.

Location: 129 Lyons Drive

Type of system

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

() 6. Other _____

(type)

(volume)

Septic Tank

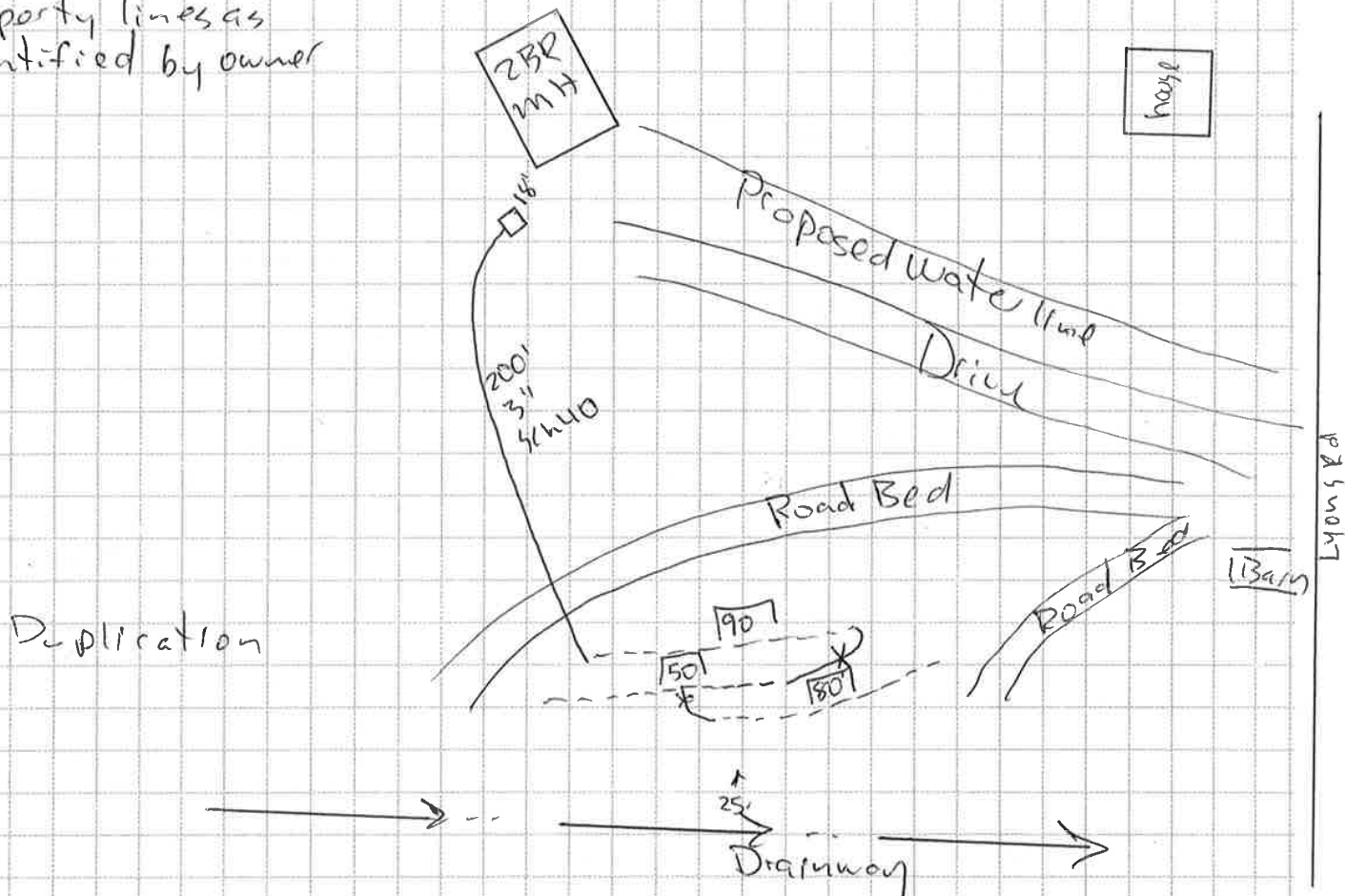
Estimated Absorption Rate _____
 (minutes per inch)

(X) New Installation () Repair () Other

Installed by: K.Y. Construction

- Not to scale
- Large Tract
- Tank not connected to home at inspection
- Property lines as identified by owner

220' of LDGP installed



Construction Approved By: Dave Tillet ES 3 (Name and Title) 11-19-09 (date)

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

Issued to: Hopkins, Mark's Pam
Owner, Developer, Contractor, Installer, Etc.
Location: 129 Lyons Drive

Installation:
☒ 1. New Installation
☐ 2. Repair to Existing System
Establishment:
☒ 1. Residential: # Bedrooms 2 (two)
☐ 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 60 MPI
☒ 3. Environmental Specialist
Estimated Absorption Rate: 75 MPI

Type of System:
☒ 1. Conventional
☐ 2. Low Pressure Pipe
☐ 3. Mound
☐ 4. Lagoon
☒ 5. Large Diameter Gravelless Pipe
☒ 6. Other chamber/EZ Flow

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 current standards

This system shall consist of a two compartment septic tank holding 750+ gallons, with 250 linear feet in 36 inches (24" LDGP + gravel) wide and 24-30 inches deep. (Depth of gravel: 12 inches)

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

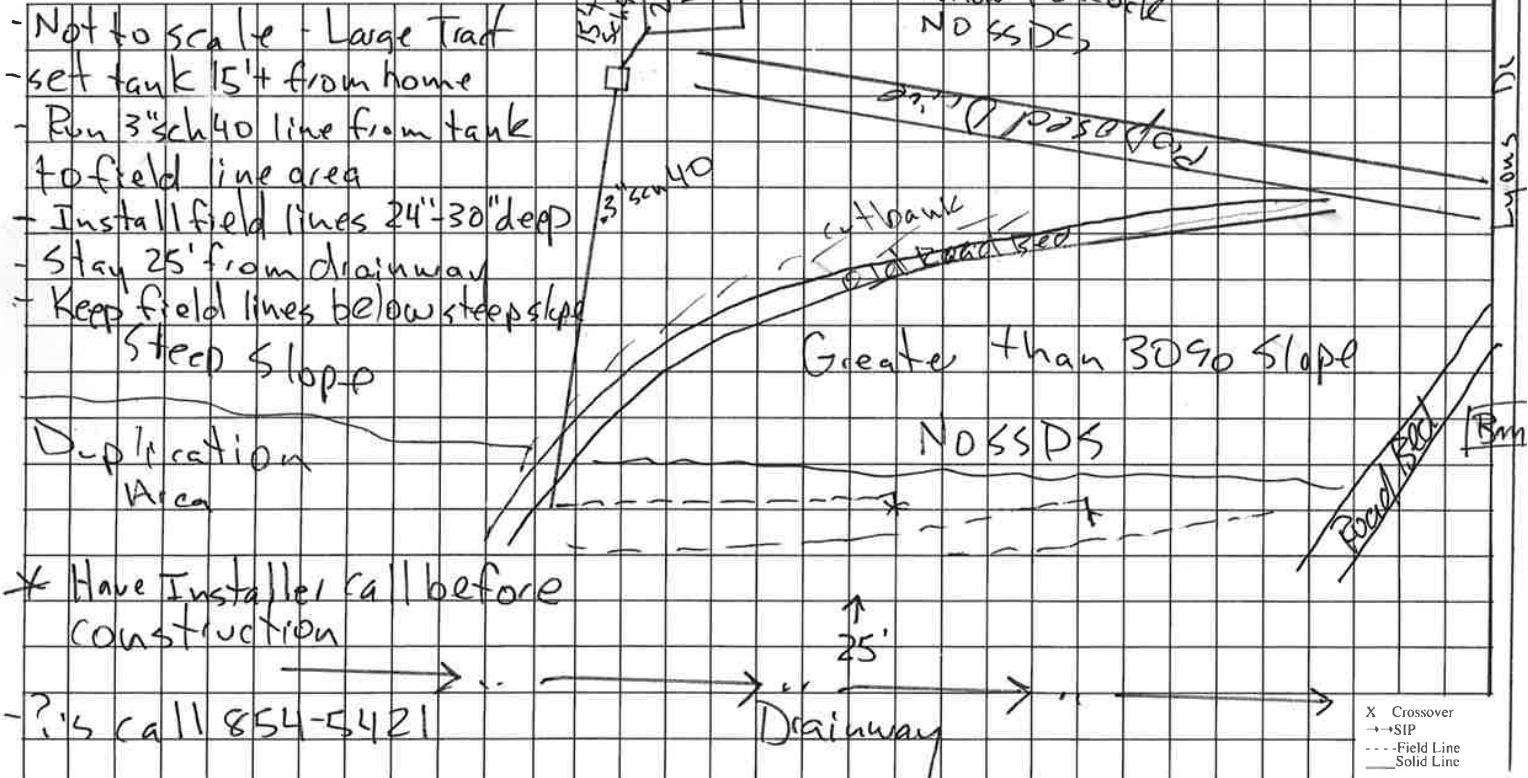
All installers of subsurface sewage disposal systems must hold a valid annual license from the Tennessee Department of Environment and Conservation.

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: X. [Signature] Date: 10-16-09
Issued at: Johnson City Tennessee, in Washington County
By: Dane Cutler ES3 Date: 10-16-09
(Name and Title) (Date of Issue)

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

Notes:
CALL BEFORE 9:00 AM FOR INSPECTION.
INSTALL ON CONTOUR 6' BETWEEN
TRENCHES STAY 10' FROM PROPERTY
LINE, WATER LINE AND UTILITIES.



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





DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUND WATER PROTECTION

FIELD ACTIVITY REPORT

Person Contacted: KY Const

Name: _____ Phone: () _____

Location: _____

☐ Property Owner

☐ Installer

☐ Developer

☐ Realtor

☐ _____

Owner: _____ Phone: () _____

Address: _____

☐ Complaint

☐ Technical Assistance

☐ Enforcement

☐ _____

NOTES AND REMARKS:

Site visit at request of Installer KY construction to go over construction of SSD system. Installer used backhoe to dig test pits in area permitted. Soil look like 60mp soil advised installer 220' needed. LDGP no gravel backfill is ok.

Dan Custer

Environmental Specialist

Washington

County

11-18-09

Date



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUND WATER PROTECTION

FIELD ACTIVITY REPORT

Person Contacted: Mark Paw Hopkins

Name: _____ Phone: () _____

Location: 129 Lyons Drive

☒ Property Owner

☐ Installer

☐ Developer

☐ Realtor

☐ _____

Owner: _____ Phone: () _____

Address: _____

☐ Complaint

☐ Technical Assistance

☐ Enforcement

☐ _____

NOTES AND REMARKS:

Site visit to evaluate property for septic permit on large 17+ acre tract. Site visit found area near home site to be shallow to rock (shale). Much of area is overgrown. Advised Mr. Hopkins to clear some of the land & call us back or get soil scientist to map area that may be shallow to rock.

11-18 Site visit to go over construction details with Installer (Yonz)

Dave Gabel

Environmental Specialist

Washington

County

8-19-09

Date



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

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

2. LANDOWNER: Mark & Pam Hopkins APPLICANT: Pam Hopkins ORIGINAL OWNER: _____
Names: _____ Address: 129 Lyons Dr Address: 129 Lyons Dr Name: _____
Address: Johnson City Address: Johnson City
Day Phone: 283-0742 Day Phone: 283-0742

3. LOCATION OF LOT OR SITE: a) In a subdivision? no b) Name: _____ Lot # _____
b) Non-Subdivision _____ Give specific directions and address to the lot or site: on Hill Behind 127 Lyons Dr

4. FOR SSDS PERMIT ONLY: a) Size of lot 17 acres b) Number of Bedrooms 2
c) How many occupants? 2 d) Excavated Basement? Yes _____ No ✓
e) Basement Plumbing Fixtures? Yes _____ No ✓
f) Amount of water used monthly (gallons) _____
g) Water Supply: Public ✓ Well _____ Spring _____
h) Is the lot staked? _____ If not, date it will be staked: _____
Is the house staked? _____ If not, date it will be staked: 8-19-09
i) Installer, if known: _____

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

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

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

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

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

DATE: 8/14/09 SIGNATURE: Pamela Hopkins AMOUNT PAID: \$ 500.00 RECEIPT NUMBER JC-8573

White: File Canary: Owner