

NEW BUSINESS

RESOLUTION NO. 2020-107
Juvenile Defendent Resolution

WHEREAS, Claiborne County needs to amend the Juvenile Court Budget in order to reflect the increased charges to be incurred for the 2020-2021 fiscal year.

WHEREAS, one juvenile has been housed since September 25th with another being housed since November 17th with an expectation of housing for several more months. Both are being housed for very serious charges.

WHEREAS, current billing already exceeds \$6,000.

THEREFORE, the following budget amendment must be approved.

<u>Revenue</u>	<u>DECREASE</u>	<u>INCREASE</u>
39000 Fund Balance	\$10,000	
 <u>Expenditures</u>		
54240-399 Other Contracted Services		\$10,000

BE IT THEREFORE RESOLVED by the Board of County Commissioners of Claiborne County, Tennessee, assembled in regular session on December 21, 2020 that the

NOW, THERFORE, BE IT FURTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it.

PASSED AND APPROVED THIS 21st day of December 2020.

County Mayor

Zachary Mullins
Commission Sponsor

County Court Clerk

FILED 11-30-2020
KAREN HURST, COUNTY CLERK
BY: KH B-G

Claiborne County Board of Education
RESOLUTION
2020-108

December 10, 2020

WHEREAS, in 19-20 the Claiborne County Board of Education received a Civics Mini-Grant grant in the amount of \$15,000. As a result of the pandemic, it was unable to be completed and \$10,979.69 was allowed to be carried over. This needs to be added to the General Purpose Budget in order to adhere to grant guidelines, and

WHEREAS, this resolution involves no local tax dollars.

BE IT THEREFORE RESOLVED by the Claiborne County Commission in session December 21, 2020 that the Claiborne County Board of Education be authorized to amend the General Purpose Budget by adjusting the following line items.

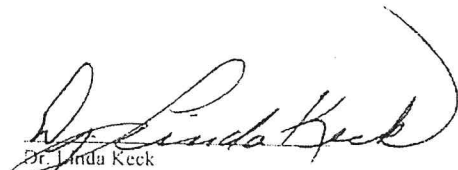
REVENUE

INCREASE

Account Code No.		
46980	Other State Grants	10,979.69


EXPENDITURES

Account Code No.		
71100/429	Instructional Supplies	10,179.69
72210/524	Staff Development	800.00


Linda Keck
Claiborne County Schools

Shawn Peters

Commission Sponsor


Angelia Tucker
Finance Director

FILED 12-1-2020
KAREN HURST, COUNTY CLERK
BY: KH
P.C.

RESOLUTION NO. 2020 – 109
A RESOLUTION SUPPORTING LOCAL MUSICIANS
OF THE CUMBERLAND GAP REGION

WHEREAS, Claiborne County has a long tradition regarding music that has originated within our area; and

WHEREAS, recognizing this musical component and helping to maintain it is paramount to Claiborne County's identity; and,

WHEREAS, Between the Trees Music is raising funds to help finish the project ***Just Off the Wilderness Road – Songs of the Cumberland Gap Region***, that will include twelve (12) Claiborne County musicians; and,

WHEREAS, Between the Trees Music is asking for helping to fund this project from the three (3) counties that make up the Cumberland Gap Region; and,

WHEREAS, the Lee County Board of Supervisors have given \$1,600 towards this project.

NOW THEREFORE, the Claiborne County Commission will match this amount via a charitable contribution to Between the Trees Music to help finish studio recording and the pressing of 1000 cd's.

BE IT RESOLVED, the Claiborne County Commission in session December 21, 2020 authorizes to amend the General Fund Budget by adjusting the following line items.

FUND BALANCE

DECREASE

Account Code No.

Fund 101 Undesignated Fund Balance \$1,600.00

EXPENDITURES

INCREASE

Account Code No.

58400-316 Charitable Contributions \$1,600.00

Joe Brooks, Claiborne County Mayor

Mitchell Cosby, County Commissioner

ATTEST:

Karen Hurst, County Clerk

FILED 12-3-2020
KAREN HURST, COUNTY CLERK
BY: kh D.C.



Between the Trees Music

247 Hennegar Town Road
Rose Hill, Virginia 24281
(276) 445 5440
betweenthetreesmusic@gmail.com

November 24, 2020

To Whom it May Concern:

Work is underway with recording of the *Just Off the Wilderness Road -- Songs of the Cumberland Gap Region* project. This collection of new songs is about the people, places and events of our region, performed by people of our region.

Its purpose is to promote the musical arts, support the local musicians and to educate locals and visitors. Song topics include historical events, people, and places that are components of the spirit of our area.

For example, there is a song about Middlesboro, Kentucky's Harrison Mayes, another about the death of Daniel Boone's eldest son in Lee County, Virginia, another about a confederate soldier whose name is burned in the walls of Gap Cave at Cumberland Gap. We even have a song about Mahala Mullins, the infamous East Tennessee moonshiner.

We are raising funds to finish studio recording and pressing of 1000 CDs. After the recording of the CD, we plan to have educational performances but the extent of that will depend on the COVID-19 pandemic situation and available funding. We will be promoting the sales of the album on social media, and sales of the music will benefit involved local community organizations.

Through private donations to the Lee County Historical and Genealogical Society, a grant obtained by the White Rocks Civic Club, and Lee County Board of Supervisors, we have been able to raise over \$6,500. Our goal is \$10,000.

Lee County Board of Supervisors gave \$1600 towards this project. We are hoping that Tennessee and Kentucky sources can match that funding so that all three states surrounding the Cumberland Gap are represented.

Players from Claiborne County involved in the playing and recording of this project are:

Alan Powers
Scott Powers
Phillip Powers

Bryan Turner
Teddy Cosby
Mitchell Cosby
Rachel Schott
Andy Williams
Randall Massengill
Brandon Fulson
Daniel Chumley
Danny Chumley

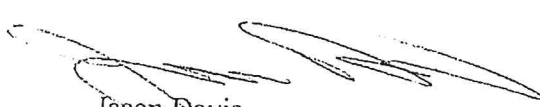
Please see attached for a couple (rough mix) samples of the work thus far. Harrogate resident Teddy Cosby is singing "It's What You Live For". It also features lead guitar from Phillip Powers. Other instrumentation is from Alan Powers and Scott Powers. "Hensley Settlement" has fiddle work from Rachel Schott as well as instrumentation from Mitchell Cosby and Bryan Turner. Bryan Turner is recording and mixing all of the sessions.

If funding is approved checks can be written to Lee County Historical and Genealogical Society. They are handling the payables of the project. Greg Edwards is treasurer.

Gregory D. Edwards
Attorney at Law
P.O. Box 825
32613 Wilderness Road
Suite 100
Jonesville VA 24263

Any help we can receive in this endeavor is much appreciated.

Sincerely,



Jason Davis

Executive Producer

Just Off the Wilderness Road -- Songs of the Cumberland Gap Region

RESOLUTION _____, 2020 - 110

WHEREAS, Claiborne County is in need of real estate property for future use for more than one building project and,

WHEREAS, there is a property available for purchase in a prime location in the city of Tazewell, 207 Montgomery St, Tazewell TN that is a corner lot off Main Street and,

WHEREAS, the seller has agreed to accept a conditional bid of \$ 60,000 dollars pending the approval of this legislative body and,

WHEREAS, upon approval the property would be purchased with funds from the undesignated fund balance, and the legal paperwork would be handled by the county attorney.

BE IT HEREBY RESOLVED; that the Claiborne County Legislative Body in regular session **this 21st day of December, 2020**, hereby approves this Resolution for the purchase of the property at 207 Montgomery St, Tazewell Tennessee, the Public Welfare requiring it.

Attached documents: Reality Property description and Conditional Contract of Purchase.

County Mayor

Juanita Honeycutt, 2nd District
Sponsor

County Clerk

FILED *12-9-2020*
KAREN HURST, COUNTY CLERK
BY: *kh* D.C.

1135855 Active New Listing Commercial

207 Montgomery St, Tazewell, TN 37879

\$60,000

Provided as a courtesy of

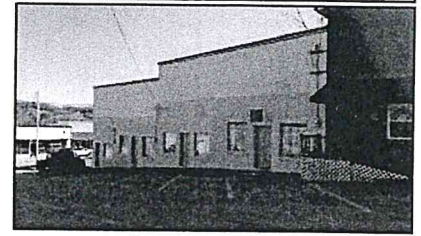
Steve Mason

176 Washington Ave
Harrogate, TN 37752
423-851-1368

steve.maso@gmail.com

RE/MAX PROFESSIONAL'S

176 Washington Ave
Harrogate, TN 37752
423-869-3000



Area: Claiborne County - 44
Community:

City/County: City Limits
Total Tax: \$610.40

PIN #: 096A A 026.00
PUD Y/N: No
List Number: 1135855

Auction Y/N: No

SqFt - Total (Aprox): 2,800
SqFt - Source: Tax Records
Lot #:
Lot Dimensions: 110x77
Acres: 0
Parking Spaces: 6

Unit #:
of Buildings: 1
Zoning: Commercial
Condition: paved
Eave Height:
Restrictions: Yes

Blk #:
Stories: 1
Property Status: Bankruptcy Property
Remaining Lse Yrs:

Commercial Type: Commercial
Sale/Lease Includes: Building
Road Access: Public Road
Utilities on Site: Electric; Public Water; Septic; Telephone
Docs on File:
Additional Info: Tax Information
Fuel: Electric

Heat: None
Cooling: None
Location: Central Busns Area
Construction: Concrete Block
Siding:
Easements: None
Equipment:

Expenses Included: Other
Building/Business Tp:
New Financing: Cash; Conventional; New Loan
Possession:
Miscellaneous:
Income/Expenses:

Directions: Hwy 25E S. turn at Montgomery (First Century Drive IN) . Building on next corner

Public Remarks: 2800 sq ft Commercial Building, divided into 4 units. Located in downtown Main Street area. Paved road, City water, septic, electric, internet available. Many possibilities.

Information is deemed to be reliable, but is not guaranteed. © 2020 Knoxville Area Association of REALTORS and FBS. Prepared by Steve Mason on Monday, November 16, 2020 9:28 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.



LOCATION

Property Address 207 Montgomery St
Tazewell, TN 37879

Subdivision

County Claiborne County, TN

PROPERTY SUMMARY

Property Type Commercial

Land Use Personal Services

Improvement Type Sales

Square Feet 2800

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 096A A 026.00

Special Int 000

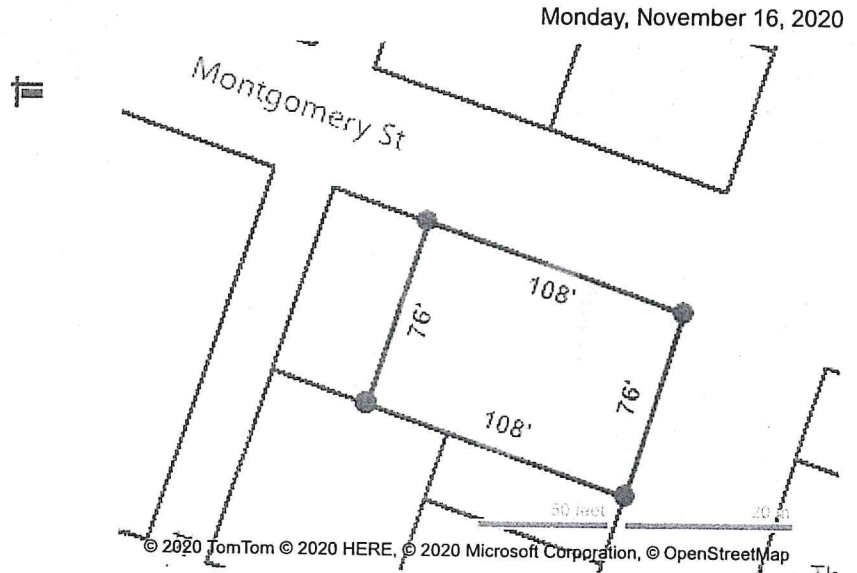
Alternate Parcel ID

Land Map 096A

District/Ward 01

2010 Census Trct/Blk 9707/1

Assessor Roll Year 2019



CURRENT OWNER

Name Linda Court Incorporated

Mailing Address 5944 SW 73rd St
South Miami, FL 33143-5119

SALES HISTORY THROUGH 11/04/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
1/2/1979		Linda Court Incorporated				143/67
1/1/1979	\$25,000			Warranty Deed		143/71
1/3/1945						76/385

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2019	Assessment Year	2019	Claiborne	2.5777
Appraised Land	\$20,300	Assessed Land			
Appraised Improvements	\$38,900	Assessed Improvements			
Total Tax Appraisal	\$59,200	Total Assessment	\$23,680		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019		\$610.40	\$610.40
2018		\$610.40	\$610.40
2017		\$610.40	\$610.40
2016		\$638.81	\$638.81
2015		\$614.05	\$614.05
2014		\$614.05	\$614.05
2013		\$614.05	\$614.05

MORTGAGE HISTORY

11/16/2020

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Sales	Condition	Average	Units	1
Year Built	1948	Effective Year	1960	Stories	1
BRs		Baths	F H	Rooms	

Total Sq. Ft. 2,800

Building Square Feet (Living Space)

Building Square Feet (Other)

Sales 2800

- CONSTRUCTION

Quality	Below Average	Roof Framing	Shed
Shape	Rectangular Design	Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	Average
Common Wall		Floor Finish	Asphalt Tile
Foundation	Continuous Footing	Interior Finish	Plastered Furred
Floor System	Slab On Grade	Air Conditioning	
Exterior Wall	Concrete Block	Heat Type	None Or Unit Heat
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	8

- OTHER

Occupancy	Occupied	Building Data Source	Tenant
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PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Personal Services	Lot Dimensions	110X77 IRR
Block/Lot		Lot Square Feet	
Latitude/Longitude	36.453608°/-83.569716°	Acreage	

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		Road Type	Urban Paved
Electric Source	Public	Topography	Level
Water Source	Public	District Trend	Stable
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

SHORT TERM RENTAL OPPORTUNITY

No short-term rental information was found for this parcel

LEGAL DESCRIPTION

Subdivision		Plat Book/Page	
Block/Lot		District/Ward	01
Description	Tommy's Music Cafe C C Hunger Ministries		

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47025C0230D	09/25/2009

COMMERCIAL PURCHASE AND SALE AGREEMENT

- 1 1. Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable consideration,
2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer
3 CLAIBORNE COUNTY ("Buyer") agrees to buy and the undersigned
4 seller LINDA COURT INC ("Seller") agrees to sell all that tract or
5 parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:
6 207 MONTGOMERY ST
7 (Address) FAZEWELL (City), Tennessee, 37879 (Zip), as recorded in
8 CLAIBORNE County Register of Deeds Office, _____ deed book(s), _____
9 page(s), and/or _____ instrument no. and as further described as:
10 096A A 026.00
11 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
12 the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register
13 of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement
14 ("Purchase and Sale Agreement" or "Agreement") by reference.
- 15 2. Purchase Price. The total purchase price for the Property shall be
16 Sixty Thousand U.S. Dollars, (\$ 60,000.00)
17 ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a
18 Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.
- 19 3. Earnest Money/Trust Money. Buyer has paid or will pay within _____ business days after the Binding Agreement
20 Date, the sum of \$ _____ with _____
21 ("Holder") located at _____
22 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

23
24
25
26
27 This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

28 A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money is not timely received
29 by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial
30 institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days
31 after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this
32 Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest
33 Money/Trust Money only as follows:

- 34 (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
35 (b) upon a subsequent written agreement signed by Buyer and Seller; or
36 (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

37 No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend
38 and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

39 B. Disputes Regarding Earnest Money/Trust Money. In the event Buyer or Seller notifies Holder of a dispute regarding
40 disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest
41 Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any
42 funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader
43 action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

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44 such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds
45 delivered.

46 4. Inspection. Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense
47 and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's
48 acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department
49 of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all
50 Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or
51 related to the exercise of Buyer's rights hereunder. Buyer shall have 10 days after the Binding Agreement Date ("Due
52 Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and
53 any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this
54 Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it
55 is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money.
56 Within 7 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning
57 the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly
58 returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding
59 with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

60 5. Title.

61 A. Warranties of Seller. Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to
62 the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- 63 (1) Liens for ad valorem taxes not yet due and payable.
- 64 (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and
65 Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such
66 title:
- 67 (a) as is classified as "marketable" under the laws of Tennessee; and
68 (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at
69 standard rates on an American Land Title Association Owner's Policy ("Title Policy").

70 B. Title Issues and Objections. Buyer shall have _____ days after the Binding Agreement Date to furnish Seller with
71 a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other
72 facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have _____
73 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy
74 any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the
75 payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller
76 fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with
77 evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of
78 the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which
79 case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and
80 elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the
81 Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further
82 time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver
83 of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing
84 of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

85 6. Closing.

86 A. Closing Date. This transaction shall be consummated at the office of _____
87 _____ on January 8th, 2021.
88 (the "Closing Date") or at such other time and place(s) the parties may agree upon in writing.

89 B. Possession. Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the
90 rights of tenants in possession and the Permitted Exceptions.

91 7. Seller's Obligations at Closing. At Closing, Seller shall deliver to Buyer:

- 92 (a) a Closing Statement;
93 (b) deed (mark the appropriate deed below)

94 General Warranty Deed Special Warranty Deed

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- 95 Quit Claim Deed Other: _____
- 96 (c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to
 97 Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in
 98 the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue
 99 Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and
- 100 (d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all
 101 documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are
 102 collectively "Seller's Closing Documents").

103 8. Conditions to Closing.
 104 CONTINGENTLY UPON THE COUNTY COMMISSION APPROVING THE PURCHASE OF THE PROPERTY. THEY WONT
 105 MEET TILL DEC 21, 2020
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114 9. Costs.

115 A. Seller's Costs. Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title
 116 curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing
 117 statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien
 118 payoff/estoppel letters/statement of accounts from any and all associations, property management companies,
 119 mortgage holders or other liens affecting the Property; all deed recording fees; the fees of Seller's counsel and, if
 120 checked, all transfer taxes, otherwise Buyer is responsible for transfer taxes.

121 In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax
 122 Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from
 123 Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be
 124 required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is
 125 Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax
 126 matters.*

127 B. Buyer's Costs. Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's
 128 inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property
 129 (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents.)

130 C. Additional Costs. In addition to the costs identified above, the following costs shall be paid by the parties hereto as
 131 indicated below:

Item to be Paid	Paid by Seller	Paid by Buyer
132 Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>
134 Title Examination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
135 Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
136 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
137 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
138 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

139 10. Taxes and Prorations. Real estate taxes on the Property for the calendar year in which the Closing takes place shall be
 140 prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all
 141 taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and
 142 shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on
 143 the Closing Date [Select only those that apply to this transaction; the items not checked do not apply to this Agreement]:

- 144 Utilities Service Contracts Tenant Improvement Costs
 145 Rents Leasing Commissions Other: _____

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Other: _____

Other: _____

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11. Representations and Warranties.

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A. Seller's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

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B. Buyer's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

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12. Agency and Brokerage.

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A. Agency.

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(1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.

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(2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in his/her company.

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(3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.

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(4) A Facilitator relationship occurs when 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 for 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.]

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(5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.

176

177

(6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

178

179

B. Agency Disclosure.

180

(1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):

181

182

the Designated Agent for the Seller,

183

the agent for the Seller,

184

a Facilitator for the Seller, OR

185

a dual agent.

186

(2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):

187

188

the Designated Agent for the Buyer,

189

the agent for the Buyer,

190

a Facilitator for the Buyer, OR

191

a dual agent.

192

193 (3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware
194 that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been
195 advised that:

- 196 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could
197 be, different or even adverse.
- 198 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to
199 the dual agent, to all parties in the transaction except for information made confidential by request or
200 instructions from another client which is not otherwise required to be disclosed by law.
- 201 3. The Buyer and Seller do not have to consent to dual agency, and
- 202 4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read
203 and understand their brokerage engagement agreements.
- 204 5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct
205 Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information
206 which could materially and adversely affect their negotiating position unless otherwise prohibited by
207 law.

208 (4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have
209 no material relationship with either client except as follows: _____ A material
210 relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a
211 client which would impair their ability to exercise fair judgment relative to another client.

212 Seller Initials _____ Buyer Initials _____

213 C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The
214 Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an
215 amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and
216 acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All
217 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed
218 a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right
219 to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and
220 court costs.

221 13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller
222 or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or
223 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not
224 be responsible for any of the following, including but not limited to, those matters which could have been revealed through
225 a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the
226 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for
227 any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or
228 Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for
229 hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or
230 cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the
231 Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the
232 Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and
233 availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller
234 acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice,
235 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any
236 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it
237 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,
238 that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the
239 independent expert advice and counsel relative thereto.

240 14. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller
241 shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore
242 and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage
243 will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after
244 receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted

245 the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but
246 not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request
247 in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance
248 coverage and/or payment or assignment of insurance proceeds.

249 15. Other Provisions.

250 A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This
251 Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal
252 representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and
253 no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No
254 representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any
255 assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that
256 any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or
257 any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties
258 hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and
259 further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement,
260 or Counter Offer, if applicable.

261 B. Survival Clause. Any provision herein contained, which by its nature and effect, is required to be performed after
262 Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement
263 and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in
264 Exhibit "D" shall survive the Closing for a period of _____ after the date of
265 Closing.

266 C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property
267 and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

268 D. Time of Essence. Time is of the essence in this Agreement.

269 E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
270 (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine
271 shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
272 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be
273 determined by the location of the Property. All references to time are deemed to be local time. In the event a
274 performance deadline, other than the Closing Date (as defined herein), Day of Possession (as defined herein), and
275 Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline
276 shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays
277 pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be
278 the day following the initial date (e.g. Binding Agreement Date).

279 F. Responsibility to cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or
280 deliver such information and documentation as is reasonably necessary to carry out the responsibilities and
281 obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or
282 erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any
283 differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they
284 will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason
285 of mistake, clerical errors or omissions, or the result of erroneous information.

286 G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
287 writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission
288 (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)
289 Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of
290 notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice
291 to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

292 H. Remedies. In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at
293 law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches
294 Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest
295 Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full
296 settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be
297 a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party
298 hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based
299 on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including

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300 reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will
301 assert the lack of mutuality of remedies as a defense in the event of a dispute.

302 I. **Equal Opportunity.** This Property is being sold without regard to race, color, sex, religion, handicap, familial
303 status, or national origin.

304 J. **Termination by Buyer.** In the event that Buyer legally and properly invokes his right to terminate this Agreement
305 under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as
306 consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged.
307 Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

308 K. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
309 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
310 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

311 L. **Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but
312 shall be construed as if all parties to this Agreement jointly prepared this Agreement.

313 16. **Exhibited and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
314 of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum
315 shall control:

- 316 Exhibit "A" Legal Description
- 317 Exhibit "B" Due Diligence Documents
- 318 Exhibit "C" Addition to Seller's Closing Documents
- 319 Exhibit "D" Seller's Warranties and Representations

320
321
322
323
324
325
326

327 17. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
328 CONTINGENT UPON THE COUNTY COMMISSION APPROVING THE PURCHASE OF THE PROPERTY DEC 21, 2020
329

330
331
332
333
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335
336
337
338
339
340

341 (Mark box if additional pages are attached.)

342 18. **Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy
343 transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and
344 may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and
345 initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital
346 signature as defined by the applicable State or Federal Law.

347 19. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
348 countered or accepted by 5:00 o'clock a.m./ p.m. local time on the 24th day of November
349 2020.

350 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any
351 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
352 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

353 NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this
354 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
355 received a copy of this Agreement.

356 Buyer hereby makes this offer.

357 Clatsop County Government *J. Brack*

358 BUYER

359 By: Joe Brack

360 Title: County Mayor

361 Entity: Clatsop County Government

362 11/19/20 at 11:35 o'clock am/ pm
363 Offer Date

364 _____

365 BUYER

366 By: _____

367 Title: _____

368 Entity: _____

369 _____ at _____ o'clock am/ pm
370 Offer Date

371 Seller hereby:

372 ACCEPTS -- accepts this offer.

373 COUNTERS -- accepts this offer subject to the attached Counter Offer(s).

374 RENEGES this offer and makes no counter offer.

375 Fredrick Brown 11/24/2020 11:21 AM

376 11/24/2020 11:21:14 AM EST

377 By: _____

378 Title: _____

379 Entity: _____

380 _____ at _____ o'clock am/ pm
381 Date

382 _____

383 _____

384 SELLER

385 By: _____

386 Title: _____

387 Entity: _____

388 _____ at _____ o'clock am/ pm
389 Date

390 _____

391 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
392 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
393 received by _____ on _____ at _____ o'clock am/ pm

For Information Purposes Only:

Stone Realty
Listing Company

Robin Lefevers
Independent Licensee

Licensee Email

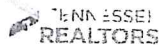
REMAX Professionals
Selling Company

STEVE MASON
Independent Licensee

stevemason@gmail.com
Licensee Email

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LEAD-BASED PAINT DISCLOSURE

1 Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint
2 Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the Seller
3 accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such housing.

4 Lead Warning Statement

5 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is
6 notified that such property may present exposure to lead from lead-based paint that may place young children at risk of
7 developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
8 learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also
9 poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide
10 the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's
11 possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
12 lead-based paint hazards is recommended prior to purchase.

13 Property Address: 207 MONTGOMERY ST TAZEWELL TN 37879

14 Seller Disclosure

15 Seller to check one box below:

- 16 Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the
17 housing.
- 18 Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided
19 the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the
20 housing. List any records, reports and/or additional information, including but not limited to the basis for the
21 determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and
22 the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also
23 includes records or reports of other residential dwellings in multifamily housing, provided that such information is
24 part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.
25 If no reports or records are available, Seller shall indicate as such.

28 Buyer Acknowledgment

- 29 1) Buyer has received copies of all records, reports and information listed above (if any);
30 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
31 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home"
32 (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);
33 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time)
34 before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection
35 for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

36 Buyer to check one box below:

37 Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the
38 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This
39 contingency shall be satisfied within 10 calendar days after the Binding Agreement Date.

40 Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
41 lead-based paint hazards.

42 Licensee Acknowledgment

43 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are aware of
44 listing and selling licensees' duty to ensure compliance.

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45 **Certification of Accuracy**

46 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that
47 the information they have provided is true and accurate and they have received a copy hereof.

48 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only
49 as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

50 The party(ies) below have signed and acknowledge receipt of a copy.
51 Fredrick Brown
52 SELLER 11/24/2020 11:21:29 AM EST 11:21 AM SELLER
53 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
54 Date Date

55 The party(ies) below have signed and acknowledge receipt of a copy.
56 Brock
57 BUYER BUYER
58 11/18/20 at 11:35 o'clock am/ pm _____ at _____ o'clock am/ pm
59 Date Date

60 The party(ies) below have signed and acknowledge receipt of a copy.
61
62 **REAL ESTATE LICENSEE FOR SELLER**
63 _____ at _____ o'clock am/ pm
64 Date

65 The party(ies) below have signed and acknowledge receipt of a copy.
66 [Signature]
67 **REAL ESTATE LICENSEE FOR BUYER**
68 11-18-2020 at 11:35 o'clock am/ pm
69 Date

For Information Purposes Only:

Stone Realty
Listing Company
Robin Lefevers
Independent Licensee

Remax Professional 3
Selling Company
STEVE MASON
Independent Licensee

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CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her 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 involved. 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:
202 287 202 211 Montgomery St
PROPERTY ADDRESS

SELLER NAME: N. J. Brown
AGENT NAME: Robin LaFavers

BUYER NAME: _____
OR BRSB: NAME _____

is the licensee's current or prospective transaction
is this licensee's current or prospective transaction

- Transaction Broker or Facilitator, not an agent for either party.
- Agent for the seller.
- Designated Agent for the Seller.
- Employed Dual Agent (representing both the seller and the buyer).
- Transaction Broker or Facilitator, not an agent for either party.
- Buyer's Unrepresented.
- Agent for the Buyer.
- Designated Agent for the Buyer.
- Employed Dual Agent (for both parties).

By signing this acknowledgment, I hereby agree to any agency relationship prior to the preparation of any offer to purchase, or to any agreement of sale prior to presentation of an offer to purchase, or to the licensee's filing of an offer to purchase, without an agent, and before the execution of that listing agreement. This consent shall not be a condition of the licensee's ability to execute that listing agreement. I acknowledge that I have read and understand the information provided and if a person's consent acknowledges that the person is a seller, as applicable, was informed that any conditions of agency and disclosure of the Equal Housing Opportunity Act and the Equal Housing Opportunity Act. I understand the nature of my agency relationship and I agree to establish any agency relationship.

By signing below, each signatory hereby certifies that I am, or am not, a designated agent for the seller, buyer, or both parties in this transaction, without either Buyer or Seller's consent or knowledge. If either party is not a designated agent, the licensee is not a designated agent.

<u>Robin LaFavers</u>	_____	_____	_____
	Date	Buyer's Name	Date
<u>N. J. Brown</u>	_____	Buyer	_____
	Date	Buyer	Date

By signing below, each signatory hereby certifies that I am, or am not, a designated agent for the seller, buyer, or both parties in this transaction, without either Buyer or Seller's consent or knowledge. If either party is not a designated agent, the licensee is not a designated agent.

Signature: _____ Date: _____

Signature: _____ Date: _____

CONFIRMATION OF AGENCY STATUS

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

7 The real estate transaction involving the property located at:
8 207 MONTGOMERY ST TRAYWELL TN 37879
9 **PROPERTY ADDRESS**

10	SELLER NAME: <u>LINDA COURT INC</u>	BUYER NAME: <u>CLAYBORNE COUNTY</u>
11	LICENSEE NAME: <u>ROBIN LEFFVERS</u>	LICENSEE NAME: <u>Steve M Johnson</u>
12	In this consumer's current or prospective transaction is	in this consumer's current or prospective transaction
13	serving as:	is serving as:
14	<input type="checkbox"/> Transaction Broker or Facilitator.	<input type="checkbox"/> Transaction Broker or Facilitator.
15	(not an agent for either party).	(not an agent for either party).
16	<input type="checkbox"/> Seller is Unrepresented.	<input type="checkbox"/> Buyer is Unrepresented.
17	<input checked="" type="checkbox"/> Agent for the Seller.	<input type="checkbox"/> Agent for the Buyer.
18	<input type="checkbox"/> Designated Agent for the Seller.	<input checked="" type="checkbox"/> Designated Agent for the Buyer.
19	<input type="checkbox"/> Disclosed Dual Agent (for both parties),	<input type="checkbox"/> Disclosed Dual Agent (for both parties),
20	with the consent of both the Buyer and the Seller	with the consent of both the Buyer and the Seller
21	in this transaction.	in this transaction.

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

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

34	Seller Signature	Date	Buyer Signature	Date
35			<u>[Signature]</u>	<u>11/18/20</u>
36	Seller Signature	Date	Buyer Signature	Date
37			<u>[Signature]</u>	<u>11-18-20</u>
38	Listing Licensee	Date	Selling Licensee	Date
39			<u>[Signature]</u>	<u>11-18-20</u>

40 **REMAX PROFESSIONAL'S**
41 Listing Company Selling Company

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