

# LOT/LAND SELLER'S PROPERTY DISCLOSURE STATEMENT

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

8 **INSTRUCTIONS TO THE SELLER**

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

12 PROPERTY ADDRESS 3159 Simmas Rd CITY Pikeville, Tn.  
 13 SELLER'S NAME(S) Marshall & Donna DeBord  
 14 DATE SELLER ACQUIRED THE PROPERTY 04/1979

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

17 YES    NO    UNKNOWN

18 **1. SOIL, TREES, DRAINAGE AND BOUNDARIES:**

- |                |  |                          |                                     |                          |
|----------------|--|--------------------------|-------------------------------------|--------------------------|
| 19             | (a) Is there or will there be any fill (other than foundation backfill) on the Property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20             | (b) Are there mine shafts or wells (in use or abandoned)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21<br>22       | (c) Are you aware of any past or present sliding, settling, earth movement, upheaval or earth stability/expansive soil problems?                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23             | (d) Is the Property or any part thereof located in a flood zone?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 24             | (e) Are you aware of any past or present drainage or flooding problems?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 25             | (f) Are you aware of any past or present diseased or dead trees?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 26<br>27       | (g) Are you aware of any past or present encroachments, boundary line disputes, leases or unrecorded easements?                                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 28<br>29       | (h) Has the Property been tested for soil and/or percolation?<br>If yes, attach copy of test results.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 30<br>31       | (i) Has the Property been evaluated for subsurface sewage disposal system?<br>If yes, attach copy of test results.                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 32<br>33<br>34 | (j) Has the Property been surveyed to establish boundary lines?<br>Are the corner stakes in place and visible?<br>If yes, attach copy of survey. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

35 **2. TOXIC/FOREIGN SUBSTANCES:**

- |                      |  |                          |                                     |                          |
|----------------------|--|--------------------------|-------------------------------------|--------------------------|
| 36<br>37<br>38<br>39 | (a) Are you aware of any underground tanks, toxic substances, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, or radioactive radon on the Property (structure or soil)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----------------------|--|--------------------------|-------------------------------------|--------------------------|



- 40 (b) Has the Property been tested for radon or any other toxic substance including  
41 Phase I testing?
- 42 **3. THE PROPERTY:**
- 43 (a) Consists of no less than 22.5 acres and the current zoning is none
- 44 (b) Will conveyance of this Property include all mineral, oil and timber rights?    *NO*
- 45 (c) Are there any governmental allotments committed?    *NO*
- 46 (d) Have any licenses or usage permits been granted for but not limited to, crops,  
47 mineral, water, grazing, timber, usage rights to hunters, fishermen, or others?
- 48 (e) Crop Rotation Program (CRP)?
- 49 **4. COVENANTS, FEES AND ASSESSMENTS:**
- 50 (a) Is or will the Property be part of a condominium or other community association?
- 51 (b) Is there any defect, damage or problem with any common elements/area that  
52 could affect the value or desirability?
- 53 (c) Is or will it be subject to covenants, conditions and restrictions (CC&R's)?
- 54 (d) Is there an Association Fee? If "YES" what amount \$ \_\_\_\_\_, per \_\_\_\_\_
- 55 (e) Is or will the Association Fee be mandatory?
- 56 (f) Is there an Initiation Fee? If "YES" what amount \$ \_\_\_\_\_
- 57 (g) Are there any special assessments approved but unpaid by the association?
- 58 (h) Are there any special association assessments under consideration?
- 59 (i) Is there any condition or claim, which may result in an increase in assessments  
60 or fees?
- 61 (j) Does or will the Association Fee include: (The unchecked items are not included or unknown.)
- 62  Exterior Building Maintenance  Reserve Fund  Gas  Cable
- 63  Exterior Liability  Road Maintenance  Electricity  Swim
- 64  Common Grounds Maintenance  Security  Water  Tennis
- 65  Pest and Termite Control  Garbage  Sewer  Other \_\_\_\_\_
- 66 **5. OTHER MATTERS:**
- 67 (a) Do you know of any violations of local, state or federal laws, codes, regulations,  
68 or nonconforming use with respects to the Property?
- 69 (b) Have you received notice by any governmental or quasi-governmental agency  
70 affecting the Property including but not limited to road changes, zoning  
71 changes, assessments, etc.?
- 72 (c) Is there any existing or threatened legal action affecting the Property?
- 73 (d) Is there any system or appliance on the Property which is leased or has a fee  
74 associated with its use?
- 75 (e) Are there any private or non-dedicated roadways for which owner may have  
76 financial responsibility?
- 77 (f) Have there been any inspections or evaluations on the Property during the  
78 previous year?



79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116

	YES (Seller Initials)	NO (Seller Initials)
<b>6. UTILITIES:</b>		
(A) Electricity	<u>MJD, DCD</u>	<u>MJD, DCD</u>
(B) Natural Gas	<u>MJD, DCD</u>	<u>MJD, DCD</u>
(C) Telephone	<u>MJD, DCD</u>	<u>MJD, DCD</u>
(D) Cable Television	<u>MJD, DCD</u>	<u>MJD, DCD</u>
(E) Garbage Collection	<u>MJD, DCD</u>	<u>MJD, DCD</u>
(F) Public Sewer	<u>MJD, DCD</u>	<u>MJD, DCD</u>
(G) Public Water	<u>MJD, DCD</u>	<u>MJD, DCD</u>
(H) Other _____	<u>MJD, DCD</u>	<u>MJD, DCD</u>

**7. ADDITIONAL EXPLANATION OR DISCLOSURES:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**8. SELLER'S REPRESENTATION**

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

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

<p><u>Marshall DeBord</u>          SELLER  <u>6-17</u> at <u>3:00</u> o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm          Date</p>	<p><u>Dana Collier</u>          SELLER  <u>6-17</u> at <u>3:05</u> o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm          Date</p>
---	--

**9. RECEIPT AND ACKNOWLEDGEMENT OF BUYER:**

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

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

<p>_____          BUYER          _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm          Date</p>	<p>_____          BUYER          _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm          Date</p>
--	--

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

