

RESOLUTION NO. 18-22

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF SPRING HILL,
TENNESSEE, ("THE CITY") TO POTENTIALLY REIMBURSE ITSELF WITH THE
PROCEEDS OF DEBT TO BE ISSUED BY THE CITY FOR CERTAIN EXPENDITURES
RELATED TO THE POTENTIAL PURCHASE OF LAND FOR PUBLIC SAFETY
FACILITIES**

WHEREAS, the City of Spring Hill, Tennessee (the "City") intends to potentially enter into a contract to purchase approximately 3+ acres of land at the northeast corner of Duplex Road and Buckner Lane for a future public safety facility; and

WHEREAS, there may be other required expenditures in conjunction with the acquisition of said purchase; and

WHEREAS, it is the intention of the City to pay all or portion of the potential costs associated with said activity by the issuance of debt; and

WHEREAS, it is anticipated that it will be necessary to make expenditures in payment of said costs prior to the issuance of said debt obligation; and

WHEREAS. The City wishes to state its intentions with respect to potential reimbursements for said expenditures in accordance with requirements of regulations applicable thereto promulgated by the United State Department of the Treasury;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, AS FOLLOWS:

It is reasonably expected that the City will potentially reimburse itself for certain expenditures made by the City for land acquisition and associated costs therewith;

The City intends to potentially reimburse all such expenditures by issuing a form of debt obligation. The expenditures made prior to the issuance of said bonds or other debt obligations are expected to be paid from the General Fund and reimbursement shall be made to the General Fund.

Section 1. The maximum principal amount of bonds or other debt obligations to be issued to finance the purchase hereinabove described is not to exceed \$1,000,000.

Section 2. This resolution shall be placed in the minutes of the Board of Mayor and Aldermen and shall be made available for inspection by the general public at the office of the City Recorder.

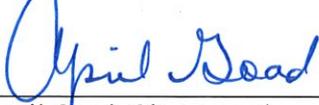
Section 3. It is the City's reasonable expectation that it will potentially reimburse the original expenditures from the proceeds of bonds or other debt obligations.

Section 4. This resolution constitutes a declaration of official intent under Treas. Reg. 1.150-2.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

Passed and adopted this 20th day of February, 2018.

ATTEST:



April Goad, City Recorder



Rick Graham, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

Benchmark REALTY LLC

COUNTER OFFER # THREE

1 This is a Counter Offer from Seller to Buyer OR Buyer to Seller
2 Seller Name: Ricky Neal Seller Name: Ricky Neal
3 Buyer Name: Julie Heffington and Assigns Buyer Name: _____

4 The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of 01/31/2018 for the
5 purchase of real property commonly known as:
6 0 Spring Hill Duplex Road Spring Hill, TN
7 Address, City, State, Zip

8 With the following exceptions:

9 Counter #2 was written on the original offer by listing agent. This
10 document is Counter #3 Buyer to Seller.

11 Sales price to be \$850,000.00.

12 Earnest money to be delivered 5 business days from binding agreement
13 date.

14 All other items in original offer remain the same.

15 ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE
16 AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED
17 IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS
18 RESTATED HEREIN.

19 This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and
20 signed by all parties.

21 Until notice of acceptance is delivered the subject Property is still on the market for sale, and this offer may be revoked at
22 any time with notice, and the Property may be sold to any other party.

23 Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not
24 accepted by 1:00 o'clock am/ pm, local time, on the 5th day of February, 2018.

25 Julie C. Heffington and Assigns 02/02/2018

26 Seller/Buyer (Party making counter offer) DATE Seller/Buyer (Party making counter offer) DATE

27 The undersigned has received and
28 ACCEPTED this offer
29 REJECTED this offer
30 COUNTERED this offer with Counter Offer # _____

31 At 9 o'clock am/ pm, this 2nd day of February, 2018.

32 Ricky Neal

33 Seller/Buyer (Responding Party)

34 Seller/Buyer (Responding Party)

35 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
36 the last offeror, or licensee of offeror, receives notice of offeror's acceptance. Notice of acceptance of the final offer was
37 received by Nicki Fain Sue Jeffers on Feb 3, 2018 at 12:45 o'clock am/ pm
38 2/3/2018 4:32:50 PM CST

39 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
40 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
41 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
42 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
43 available form.

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SALES/PURCHASE CHECKLIST

Benchmark
REALTY LLC

EMAIL contract documents to PAPERLESS PIPELINE:
4408-10533-1265@docs.paperlesspipeline.com

ALL CONTRACT PAPERWORK MUST BE COMPLETE

STREET ADDRESS 0 Spring Hill- Duplex Road MLS # Non-MLS

CITY Spring Hill ZIP 37174 CLOSING DATE 03/29/2018

BINDING AGREEMENT DATE 02/03/2018 [line 524 of P/S Agmt or line 43 of Counter Offer]

TRUST/EARNEST MONEY IS DUE 5 DAYS AFTER BINDING AGREEMENT [line 153 of P/S Agmt]

SALES PRICE \$850,000 REPRESENTING: BUYER SELLER FACILITATOR

BENCHMARK AGENT(S): Sue Jeffers

Assistant's Name (that you want to have access to this file): _____

OFFICE: Cool Springs-112 Cool Springs-115 Hendersonville
 Midtown Mt Juliet Murfreesboro

Submit the following (include additional documentation if it is a specific component of the contract):

Printout of Active MLS Sheet – **Agent Version** (NOT Buyer Version or screenshot) *NON-MLS*

Copy of Earnest Money check / Holder of Earnest Money: Middle TN Law Group, LLC
If Benchmark is to hold the funds, you MUST submit a Check Submission Form to Admin at the office where delivery is expected PRIOR to drop off OR make certain the form physically accompanies the check.

Compensation Agreement between Listing/Selling Brokers (RF702)

Confirmation of Agency Status (RF302)

Purchase and Sales Agreement (RF401) and any associated Counter Offers (RF651)

TN Residential Property Condition Disclosure (RF201) *NONE*
or Exemption Notification (RF203) or Property Condition Disclaimer Statement (RF204)

Additional Required Residential Disclosures (RF205) – *If client completed PC Exemption or PC Disclaimer, this new form is required. Even if client refuses to sign PC Exemption or PC Disclaimer, this form is still required by Tenn. Code Ann. 66-5-212.* *2/19/18*

Disclaimer Notice (RF304) *Sent 2/9/18*

RESPA Affiliated Business Disclosure with BENCHMARK client's signature *Paperless*

Buyer Representation Agreement if representing buyer(s) (RF141) *Clara*

(If applicable) Subsurface Sewage Disposal System Permit Disclosure (RF208) *Patrick*

(If applicable) Lead-Based Paint Disclosure (RF209)

(If applicable) FHA/VA Addendum (RF625)

(If applicable) Impact Fees or Adequate Facilities Taxes Disclosure (RF207)

(If applicable) Personal Interest Disclosure (RF305)

(If short sale) Short Sale Disclosure & Short Sale Amendment (RF 659 & RF713)

(If applicable) Referral Agreement (RF701) **NOTE: Benchmark's policy is for the closing agency to pay ALL OUTBOUND REFERRAL FEES, at the closing table.**

Notes: This is a commercial piece of land and the agent said that they did not do property disclosures. I have sent the disclosures and the compensation agreement to be sign but have not received them back as of 2/9/2018 Sue Jeffers

24

Revised: 01/02/2018

InstantFORMS

SMC

DEPOSIT RECEIPT

WHEN MAKING A DEPOSIT AT A TELLERS WINDOW,
ALWAYS OBTAIN AN OFFICIAL RECEIPT.
Checks and other items are received for deposit subject to the provisions of
the Uniform Commercial Code or any applicable collection agreement.

02/08/2018 2:08 PM
Tr# 3 Tr# 1115 Seq# 53
Account XXXXXX2205
TR# Deposit 5,000.00

ASK US ABOUT MOBILE DEPOSIT!

 **Reliant Bank**
d/b/a COMMUNITY FIRST BANK
CFBK.COM

3 1

Benchmark REALTY LLC

COMPENSATION AGREEMENT BETWEEN LISTING & SELLING BROKER

1 This compensation agreement ("Agreement") is entered into this 31st day of January, 2018 and relates to:
2 0 Spring Hill Duplex Road Spring Hill TN 37174 ("Property")
3 and Julie C. Heffington & Assigns ("Buyer").

4 The undersigned Listing Broker is to be paid real estate compensation by the seller upon the closing of the above stated
5 Property. Listing Broker agrees to share its compensation with the undersigned Selling Broker as set forth below:

6 Listing Broker (Firm Name) Alliant Commercial Realty Services, LLC
7 Listing Firm Address: 751 Cool Springs Blvd Suite 102 Franklin Franklin, TN 37

8 Selling Broker (Firm Name) Benchmark Realty, LLC
9 Selling Firm Address: 318 Seaboard Lane, Suite 112 Franklin TN 37067

10 Selling Broker shall receive the following compensation: \$ --- or 3 % of the purchase price of the Property.

11 In addition, this Agreement is subject to the following terms and conditions:

- 12 1. This Agreement shall supersede any previous agreements entered into by the parties.
- 13 2. Listing Broker shall have no obligation to the Selling Broker for compensation relating to the above referenced Property,
14 Buyer, and Selling Broker if the Purchase and Sale Agreement that Selling Broker is involved in does not close.
- 15 3. There shall be no reduction, change or modification to compensation without prior consent of all Brokers involved.
- 16 4. If either licensee, subsequent to entering into this Agreement, unilaterally agrees to a reduction in compensation to be
17 received by the licensee's broker without the consent of the other licensee, the amount of reduction shall be deducted
18 solely from the licensee's broker that reduced the compensation.
- 19 5. Listing Broker shall have no obligation to pay above compensation to Selling Broker in the event that such is prohibited
20 by a court order and/or instruction from a lender as could occur in situations including but not limited to, short sales,
21 foreclosures, and bankruptcy proceedings. In the event that such compensation is limited and/or prohibited by such
22 order or instruction, Listing Broker shall only be obligated to pay Selling Broker the compensation which is permitted by
23 such order or instruction. Listing Broker shall advise Selling Broker of any such order or instruction and with
24 permission of both parties provide evidence of such as soon as possible.

25 **SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding
26 paragraph, shall control:

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

30 <u>Nicki Fain</u> 31 By: Broker or Licensee Authorized by Broker	<u>Alliant Commercial Realty Services, LLC</u> LISTING BROKER/FIRM
32 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	<u>751 Cool Springs Blvd Suite 102 Franklin</u>
33 Date	ADDRESS:
34 <u>Nicki Fain</u>	PHONE: 615-594-1320 FAX:
35 PRINT/TYPE NAME	Email: nfair@alliantcommercial.com

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

37 <u>Sue Jeffers</u> 38 By: Broker or Licensee Authorized by Broker	<u>Benchmark Realty, LLC</u> SELLING BROKER/FIRM
39 <u>02/16/2018</u> at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	<u>318 Seaboard Lane, Suite 112</u>
40 Date	ADDRESS:
41 <u>Sue Jeffers</u>	PHONE: 615-371-1544 FAX: 615-371-6310
42 PRINT/TYPE NAME	Email: suejeffers@suejeffers.com

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RF702- Compensation Agreement between Listing and Selling Broker, Page 1 of 1

Version 01/01/2018

InstantForm

Benchmark REALTY LLC

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 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:

0 Spring Hill-Duplex Road Spring Hill, TN 37174

PROPERTY ADDRESS

SELLER NAME: <u>Ricky Neal</u>	BUYER NAME: <u>Julie C. Huffington and Assigns</u>
LICENSEE NAME: <u>NICKI FAIN</u>	LICENSEE NAME: <u>Sue Jeffers</u>
in this consumer's current or prospective transaction is serving as:	in this consumer's current or prospective transaction is serving as:
<input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).	<input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).
<input type="checkbox"/> Seller is Unrepresented.	<input type="checkbox"/> Buyer is Unrepresented.
<input type="checkbox"/> Agent for the Seller.	<input type="checkbox"/> Agent for the Buyer.
<input checked="" type="checkbox"/> Designated Agent for the Seller.	<input checked="" type="checkbox"/> Designated Agent for the Buyer.
<input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.	<input type="checkbox"/> 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.

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.

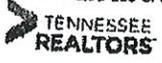
Authentign: Julie C. Huffington and Assigns 01/31/2018

34 Seller Signature _____ Date _____
 35 Ricky D. Neal 2-2-2018
 36 Seller Signature _____ Date _____
 37 Nicki Fain
 38 Listing Licensee _____ Date _____
 39 Alliant Commercial Realty Services LLC
 40 Listing Company _____
 41 _____

Buyer Signature _____ Date _____
Julie C. Huffington and Assigns
 Buyer Signature _____ Date _____
Sue Jeffers 01/31/2018
 Listing Licensee _____ Date _____
Sue Jeffers
 Selling Company _____
Benchmark Realty, LLC
 Selling Company _____

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This form is copyrighted and may only be used in real estate transactions in which _____ is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.



Benchmark REALTY LLC

LOT/LAND PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

Julie C. Heffington & Assigns ("Buyer") agrees to buy and the undersigned seller Ricky Neal ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as: 3.026 Acre Spring Hill-Duplex Road
(Address) Spring Hill (City), Tennessee, 37174 (Zip), as recorded in Williamson County Register of Deeds Office, 862 deed book(s), 396 page(s), none and/or instrument number and as further described as: Tax ID 166 018.06 also described as Pb 40 age 120 Tract/Block 512.02/4 3.026 acres together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

This box must be checked to be part of this Agreement. The full and legal description of said Property is as described in the attached "Legal Description Exhibit."

A. **LEASED ITEMS.** Leased items that remain with the Property (e.g. billboards, irrigation systems, fuel tank, etc.) Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

Buyer does not wish to assume a leased item. (THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.)

Buyer does not wish to assume Seller's current lease of _____; therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

B. **FUEL.** Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

2. **Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of this Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement"). The purchase price to be paid is: \$ 795,000.00 \$895.00

Seven Hundred Ninety-Five Thousand Eight Hundred Ninety-Five U.S. Dollars, ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

- i. a Federal Reserve Bank wire transfer;
- ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- iii. other such form as is approved in writing by Seller.

This price is based (Select one. The sections not checked are not a part of this Agreement.):

- for entire Property as a tract, and not by the acre OR
- per acre with the Purchase Price to be determined by the actual amount of acreage of the Property, \$ _____ per acre based on a current or mutually acceptable survey OR
- for entire Property as a tract but with the Purchase Price to be adjusted upward or downward at \$ _____ per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey should vary more or less than _____ acre(s) from the _____ estimated acreage.

A. **Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).**
 1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price.

2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed upon Purchase Price If appraised value is equal to or exceeds the Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the notification form or written equivalent notice. Buyer shall then have 3 days to either:

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- 1. waive the appraisal contingency via the notification form or equivalent written notice
OR
- 2. terminate the agreement by giving notice to seller via the notification form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest money.

In the event Buyer fails to either waive the appraisal or terminate the agreement as set forth above,, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of contract. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon purchase price.

B. Closing Expenses.

- 1. **Seller Expenses.** Seller shall pay all existing loans affecting the Property, including all penalties, release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so will constitute a default by Seller.

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

- 2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.

- 3. **Title Expenses.** Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows:

Buyer to pay
Simultaneous issue rates shall apply.

Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every Transaction and may be modified as follows:

Closing Agency for Buyer: _____
Closing Agency for Seller: Middle Tennessee Law Group, PLLC

- C. **Financial Contingency - Loan(s) To Be Obtained:** This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to 80 % of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below (Select the appropriate boxes. Unselected items will not be part of this Agreement):

- Conventional Loan
- FHA Loan; attach addendum

InstantSign

102 VA Loan; attach addendum Other _____

103 Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other
104 terms and conditions of this Agreement are fulfilled and the new loan does not increase any costs charged to Seller.
105 Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described
106 herein and/or any other loan for which Buyer has applied and been approved.

107 **Loan Obligations: The Buyer agrees and/or certifies as follows:**

- 108 (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and
- 109 shall pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having
- 110 applied for the loan and provide Lender's name and contact information, and that Buyer has instructed
- 111 Lender to order credit report. Such certifications shall be made via the Notification form or equivalent
- 112 written notice;
- 113 (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller
- 114 via the Notification form or equivalent written notice that:
 - 115 a. Buyer has secured evidence of hazard insurance which will be effective at Closing and Buyer shall
 - 116 notify Seller of the name of the hazard insurance company;
 - 117 b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed
 - 118 Loan Estimate; and
 - 119 c. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- 120 (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
- 121 (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan
- 122 originator;
- 123 (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease
- 124 or sale of any other real property and the same shall not be used as the basis for loan denial; and
- 125 (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would
- 126 adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

127 Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may
128 make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not
129 furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be
130 considered in default and Seller's obligation to sell is terminated.

131 **THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.**

132 **Financing Contingency Waived** (e.g. "All Cash", etc.):
 133 Buyer's obligation to Close shall not be subject to any financial contingency. Buyer reserves the right to obtain a
 134 loan. Buyer will furnish proof of available funds to close in the following manner: _____
 135 (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should
 136 Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written
 137 notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for
 138 compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to
 139 lack of funds shall be considered default by Buyer.
 140 In the event that this Agreement is contingent upon an appraisal, Buyer must order the appraisal and provide Seller
 141 with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5)
 142 days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance
 143 via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice
 144 within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation is
 145 terminated.

146 3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 22 ^{5 DAYS} days after the Binding Agreement Date to
 147 Middle Tennessee Law Group, PLLC (name of Holder) ("Holder")
 148 located at 809 South Main Street Columbia, TN 38401 (address of Holder), an
 149 Earnest Money/Trust Money deposit of \$ 5000.00 by check (OR
 150 _____) ("Earnest Money/Trust Money").

151 A. **Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money (if applicable) is not
 152 timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored, for any reason
 153 by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit
 154 the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust
 155 Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default

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and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in immediately available funds in the form of a wire transfer or cashier's check to Holder before Seller elects to terminate, Seller shall be deemed to have waived his right to terminate, and the Agreement shall remain in full force and effect.

B. Handling of Earnest Money/Trust Money upon Receipt by Holder. Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 15 herein. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a written agreement signed by all parties having an interest in the funds;
- (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money/Trust Money;
- (d) upon a reasonable interpretation of the Agreement; or
- (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money/Trust Money paragraph. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

4. Closing, Prorations, Special Assessments and Association Fees.

A. Closing Date. This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire at 11:59 p.m. local time on the 29 day of March, 2018 ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

1. Possession. Possession of the Property is to be given (Select the appropriate boxes below. Unselected items will not be part of this Agreement):

at closing as evidenced by delivery of warranty deed and payment of Purchase Price;

OR

as agreed in the attached and incorporated Temporary Occupancy Agreement;

B. Prorations. Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and roll back taxes, if any, will be paid by Seller.

C. Special Assessments. Special Assessments approved or levied prior to the Closing Date shall be paid by Seller at or prior to Closing unless otherwise agreed as follows:

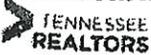
D. Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of the Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

5. Title and Conveyance.

A. Seller warrants that at the time of Closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to:

- (1) Zoning;
- (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;
- (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and

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(4) Leases and other encumbrances specified in this Agreement.
If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:

- (1) accept the Property with the defects OR
- (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to the Closing Date, Buyer may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to a refund of Earnest Money/Trust Money.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

B. Deed. Deed to be made in the name of Julie C. Heffington and Assigns
The manner in which Buyer takes title determines ownership and survivorship rights. It is Buyer's responsibility to consult the closing agency or attorney prior to Closing.

6. Inspections and other requirements made a part of this Agreement.

ALL INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE. Buyer, its inspectors and/or representatives shall have the right and responsibility to enter the Property during normal business hours for the purpose of making inspections and/or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in exercising their rights under this paragraph. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this paragraph and either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided for in each section marked below.

[Select any or all of the following stipulations. Unselected items are not a part of this Agreement.]

A. **Feasibility Study.** Buyer shall have the right to review all aspects of the Property, including but not limited to, all governmental, zoning, soil and utility service matters related thereto. In consideration of Buyer having conducted Buyer's good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall provide written notification to Seller and/or Seller's Broker within _____ days after Binding Agreement Date that Buyer is not satisfied with the results of such review, and this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide notice, then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer and/or his agents and employees may have free access during normal business hours to visit the Property for the purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry upon Property.

B. **Building Permit.** This Agreement is contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements on the Property. In consideration of Buyer, having acted in good faith, being unable to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements to the Property, the sufficiency of such consideration hereby being acknowledged, Buyer may terminate this agreement by providing written notification to Seller and/or Seller's Broker within _____ days after the Binding Agreement Date. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

C. **Permit for Sanitary Septic Disposal System.** This Agreement is contingent upon the Buyer's ability to obtain a permit for a sanitary septic disposal system from the respective Tennessee Ground Water Protection Office for the county in which the Property is located (generally, located at the local Health Department) to be placed on the Property in a location consistent with Buyer's planned improvements. In consideration of Buyer, having acted in good faith, being unable to meet this condition, the sufficiency of such consideration being hereby acknowledged, Buyer must notify Seller and/or Seller's Broker in writing within _____ days after the Binding Agreement Date. With proper notice, the Agreement is voidable by Buyer and Earnest Money/Trust Money refunded. If Buyer fails to provide said notice, this contingency shall be deemed to have been waived by Buyer.

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- 265 **D. Rezoning.** This Agreement is contingent upon the Property being rezoned to _____
 266 by the appropriate governmental authorities on or before _____ (Buyer or Seller)
 267 _____ shall be responsible for pursuing such rezoning, and paying all associated cost.
 268 All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not
 269 be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the
 270 rezoning application. In consideration of Buyer having acted in good faith, Buyer may provide notification to Seller
 271 and/or Seller's Broker within 48 hours after the above date that the Property cannot be so zoned, the sufficiency of
 272 such consideration being hereby acknowledged, and this Agreement shall automatically terminate. Upon
 273 termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said
 274 notice, then this contingency shall be deemed to have been waived by Buyer.
- 275 **E. Well Test.** This Agreement is contingent upon the well water serving the Property passing testing for
 276 suitability for drinking as performed by a testing laboratory selected by Buyer, or required by Buyer's Lender, prior
 277 to Closing. Buyer shall be responsible for ordering, supervising and paying for any such well water sample test.
 278 This Agreement shall also be contingent upon said well providing an adequate quantity of water to serve Buyer's
 279 intended purpose for the Property. In consideration of Buyer, having conducted a well test as provided for herein,
 280 the sufficiency of such consideration being hereby acknowledged. Buyer may provide written notification to Seller
 281 and/or Seller's Broker within _____ days after the Binding Agreement Date that test results are unacceptable, and
 282 in such event this Agreement shall automatically terminate, and Holder shall promptly refund the Earnest
 283 Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have
 284 been waived by Buyer.
- 285 **F. Other Inspections.** See Special Stipulations for additional inspections required by Buyer.
- 286 **G. No Inspection Contingencies.** Buyer accepts the Property in its present condition. All parties acknowledge
 287 and agree that the Property is being sold "AS IS" with any and all faults.
- 288 **7. Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of
 289 Property on the Closing Date or within 0 day(s) prior to Closing Date only to confirm Property is in the same or better
 290 condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all
 291 repairs/replacements have been completed. Property shall remain in such condition until the Closing Date at Seller's
 292 expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless
 293 otherwise noted in writing.
- 294 **8. Buyer's Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address
 295 the concern by specific contingency in the Special Stipulations paragraph of this Agreement.
- 296 **A. Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary
 297 lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a survey, closing loan
 298 survey or Boundary Line Survey and Flood Zone Certifications.
- 299 **B. Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include
 300 factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of
 301 the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the
 302 insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine
 303 whether any exclusions will apply to the insurability of said Property.
- 304 **C. Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of
 305 Buyer to determine the compliance of the system with state and local requirements. [For additional information on
 306 this subject, request the "Water Supply and Waste Disposal Notification" form.]
- 307 **D. Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of
 308 Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a
 309 fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation,
 310 Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and
 311 Waste Disposal Notification" form.]
- 312 **E. Title Exceptions.** At Closing, the general warranty deed will be subject to subdivision and/or condominium
 313 declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use
 314 of the Property by Buyer.
- 315 **9. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting
 316 Seller and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not
 317 have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers
 318 shall not be responsible for any of the following, including but not limited to, those matters which could have been
 319 revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or

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320 cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for building
 321 products and construction techniques; for any geological issues present on the Property; for any issues arising out of the
 322 failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for the necessity or cost of
 323 any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the
 324 availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending
 325 condemnation actions involving the Property; for acreage or square footage; for applicable boundaries of school districts
 326 or other school information; for the appraised or future value of the Property; for any condition(s) existing off the
 327 Property which may affect the Property; for the terms, conditions, and availability of financing; and for the uses and
 328 zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with
 329 respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers
 330 (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their
 331 firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that
 332 if any of these or any other matters concerning the Property are of concern to them, that they secure the services of
 333 appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and
 334 counsel relative thereto.

335 **10. Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon
 336 compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation
 337 received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and
 338 acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All
 339 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a
 340 third party beneficiary only for the purposes of enforcing their commission rights, and as such shall have the right to
 341 maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court
 342 costs.

343 **11. Default.** Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and
 344 shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages
 345 or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be
 346 refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this
 347 Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement
 348 (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled
 349 to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its
 350 right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the
 351 right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties
 352 hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights
 353 and/or obligations as a defense in the event of a dispute.

354 **12. Other Provisions.**

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

366 **B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after
 367 Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this
 368 Agreement and shall be fully enforceable thereafter.

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

371 **D. Time of Essence.** Time is of the essence in this Agreement.

372 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
 373 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
 374 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
 375 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
 376 determined by the location of Property. **In the event a performance deadline, other than the Closing Date (as**

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defined in paragraph 4 herein), Date of Possession (as defined in paragraph 4 herein), and Offer Expiration Date (as defined in paragraph 16 herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

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

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

H. Risk of Loss. The risk of hazard or casualty loss or damage to the Property shall be borne by Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.

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

J. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.

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

L. Section Headings. The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

13. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.

14. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

15. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
This offer is on the 3.026 acres which remain after the City of Spring Hill purchased .214 acre for expanding Duplex Road.

Phase 1 Environmental and Phase 2 Environmental if warranted.

432 16. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
433 countered or accepted by 3:00 o'clock a.m./ p.m. on the 2nd day of February, 2018.

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

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

440 IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts
441 and sending emails with fake wiring instructions. These emails are convincing and sophisticated.
442 Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone
443 number. Never wire money without double-checking that the wiring instructions are correct.

444 Buyer hereby makes this offer.

445 Julie C. Heffington and Assigns

446 BUYER 1/31/2018 5:24:55 PM CST BUYER

447 01/31/2018 at _____ o'clock am/ pm Offer Date _____ at _____ o'clock am/ pm

449 Seller hereby:

450 ACCEPTS -- accepts this offer.

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

452 REJECTS this offer and makes no counter offer.

453 Nicki Fain

454 SELLER SELLER

455 2-2-2018 at 11:40 o'clock am/ pm Date _____ at _____ o'clock am/ pm

456 Date _____ at _____ o'clock am/ pm

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

For Information Purposes Only:

Listing Company: <u>Alliant Commercial Real Estate, LLC</u>	Selling Company: <u>Benchmark Realty, LLC</u>
Listing Firm Address: <u>751 Cool Springs Blvd Franklin</u>	Selling Firm Address: <u>318 Seaboard Lane, Suite 115</u>
Firm License No.: _____	Firm License No.: <u>259153</u>
Firm Telephone No.: <u>615-315-9900</u>	Firm Telephone No.: <u>615-371-1544</u>
Listing Licensee: <u>Nicki Fain</u>	Selling Licensee: <u>Sue Jeffers</u>
Licensee License Number: _____	Licensee License Number: <u>279509</u>
Licensee Email: <u>Nfain@alliantcommercial.com</u>	Licensee Email: <u>suejeffers@suejeffers.com</u>
Home Owner's / Condominium Association ("HOA/COA"): _____	HOA / COA Phone: <u>None</u>
HOA / COA Phone: _____	HOA/COA Email: _____
Property Management Company: _____	Phone: _____
Phone: _____	Email: _____

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Benchmark REALTY LLC

COUNTER OFFER # THREE

1 This is a Counter Offer from Seller to Buyer OR Buyer to Seller

2 Seller Name: Ricky Neal Seller Name: Ricky Neal

3 Buyer Name: Julie Hoffington and Assigns Buyer Name: Julie Hoffington and Assigns

4 The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of 01/31/2018 for the purchase of real property commonly known as:

5 0 Spring Hill Duplex Road Address, City, State, Zip Spring Hill, TN

6 With the following exceptions:

7 Counter #2 was written on the original offer by listing agent. This document is Counter #3 Buyer to Seller.

8 Sales price to be \$850,000.00.

9 Earnest money to be delivered 5 business days from binding agreement date.

10 All other items in original offer remain the same.

11 ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

12 This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and signed by all parties.

13 Until notice of acceptance is delivered the subject Property is still on the market for sale, and this offer may be revoked at any time with notice, and the Property may be sold to any other party.

14 Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by 1:00 o'clock am pm, local time, on the 5th day of February, 2018.

15 Julie C. Hoffington and Assigns 01/31/2018

16 Seller/Buyer (Party making counter offer) DATE Seller/Buyer (Party making counter offer) DATE

17 The undersigned has received and

- 18 ACCEPTED this offer
- 19 REJECTED this offer
- 20 COUNTERED this offer with Counter Offer #

21 At 9 o'clock am pm, this 2nd day of February, 2018.

22 Ricky Neal Seller/Buyer (Responding Party)

23 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeror's acceptance. Notice of acceptance of the final offer was received by Niki Fain Sue Jeffers on Feb 3, 2018 at 12:45 o'clock am pm

24 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 warrant 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 prepared 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.

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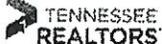
Benchmark REALTY LLC

DISCLAIMER NOTICE

1 The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale
 2 Agreement (hereinafter "Agreement") regarding real estate located at
 3 0 Spring Hill Duplex Road Spring Hill TN (hereinafter "Property")
 4 are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers
 5 and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed
 6 opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and
 7 buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making
 8 decisions about any of the following matters, including the selection of any professional to provide services on
 9 behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified
 10 professional", who complies with all applicable state/local requirements, which may include licensing, insurance,
 11 and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to
 12 purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough
 13 time to get an evaluation of the following matters from an independent, qualified professional. The matters listed
 14 below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with
 15 whom you work. These items are examples and are provided only for your guidance and information.

- 16 **1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional
 17 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the
 18 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.
- 19 **2. THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the
 20 condition of the roof.
- 21 **3. HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for
 22 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,
 23 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like
 24 the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of
 25 Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org),
 26 and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency
 27 of an inspector, including whether he has complied with State and/or local licensing and registration
 28 requirements in your area. The home inspector may, in turn, recommend further examination by a specialist
 29 (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the Property "as**
 30 **is".**
- 31 **4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that
 32 you use the services of a licensed, professional pest control company to determine the presence of wood
 33 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the Property for any
 34 potential damage from such.
- 35 **5. ENVIROMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,
 36 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-
 37 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,
 38 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable
 39 professionals and inspectors in all areas of environmental concern.

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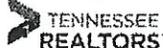
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- 40 **6. SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes
 41 gathered from tax or real estate records on the Property. Square footage provided by builders, real estate
 42 licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is
 43 advised that you have a licensed appraiser determine actual square footage.
- 44 **7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
 45 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
 46 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things
 47 happen. **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion
 48 (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 49 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised
 50 that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
 51 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not**
 52 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
 53 for this information, even if acceptable to your lender.
- 54 **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
 55 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
 56 repair requirements and related issues need to be verified by the appropriate sources in writing. If your
 57 projected use requires a zoning or other change, it is recommended that you either wait until the change is **in**
 58 **effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 59 **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
 60 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water
 61 supply, electric, gas, cable, internet, telephone, or other utilities and related services to the Property need to be
 62 verified by the appropriate sources in writing. You should have a professional check access and/or
 63 connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or
 64 wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is
 65 recommended that sellers and/or buyers request a copy of the information contained in the file for the
 66 Property maintained by the appropriate governmental permitting authority. If the file for this Property cannot
 67 be located or you do not understand the information contained in the file, you should seek professional advice
 68 regarding this matter. For unimproved land, septic system capability can only be determined by using the
 69 services of a professional soil scientist and verifying with the appropriate governmental authorities that a
 70 septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the
 71 size home that you wish to build.
- 72 **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that
 73 you have a civil or geotechnical engineer or other independent expert determine the risks of flooding,
 74 drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk
 75 of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the
 76 proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and
 77 elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 78 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
 79 condemnation proceedings or similar matters concerning any portion of the Property with the State, County
 80 and city/town governments in which the Property is located. Condemnation proceedings could result in all or
 81 a portion of the Property being taken by the government with compensation being paid to the landowner.
- 82 **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
 83 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
 84 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
 85 sources in writing.

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86 **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX**
87 **OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or
88 statistics regarding criminal activity at or near the Property, the presence of methamphetamine manufacturing,
89 or for the location of sex offenders in a given area.

90 **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on
91 any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the
92 Property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate
93 licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

94 **16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
95 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a
96 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
97 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You
98 are advised to contact several sources and independently investigate the competency of any inspector,
99 contractor, or other professional expert, service provider or vendor and to determine compliance with any
100 licensing, registration, insurance and bonding requirements in your area.

101 **The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, or verbal**
102 **representations of any real estate licensee relative to any of the matters itemized above or similar matters.**
103 **The Buyer/Seller understands that it has been strongly recommended that they secure the services of**
104 **appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and**
105 **counsel about these and similar concerns.**

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

107 *Julie C. Heffington and Assigns*

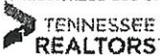
108 **CLIENT/CUSTOMER (BUYER / SELLER)** **CLIENT/CUSTOMER (BUYER / SELLER)**

109 *Julie C. Heffington and Assigns* _____
01/31/2018 at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

110 **Date** **Date**

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Benchmark REALTY LLC

RESPA AFFILIATED BUSINESS DISCLOSURE STATEMENT

Date: 01/31/2018

Property Address: 0 Spring Hill Duplex Road Spring Hill TN

Benchmark Client

or Customer Name(s): Julie C. Heffington and Assigns

Pursuant to the Real Estate Settlement & Procedures Act ("RESPA") and the regulations adopted pursuant to that statute, Benchmark Realty, LLC hereby makes the following disclosures:

In order to facilitate your transaction, Benchmark Realty, LLC has established certain affiliated or related companies or business relationships. **You are NOT required to use the listed provider as a condition for settlement of your loan or repurchase, sale or refinancing of the subject property. There are frequently other providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.**

Benchmark Realty, LLC is a real estate brokerage business providing residential and commercial brokerage services to buyers and sellers, and receives compensation on those services.

Title & Escrow Services Disclosure: *Benchmark Realty, LLC or individual owner does not have any interest in any company offering title and escrow services.*

Mortgage Disclosure: *Bond Mortgage LLC (NMLS # 1587882) provides mortgage lending services. The controlling principals of Benchmark Realty, LLC own 65% of Bond Mortgage LLC. Benchmark Realty LLC also receives monetary benefit from an office space rental agreement with Bond Mortgage LLC.*

Home Warranty Insurance Disclosure: *Benchmark Realty, LLC or individual owner does not have any interest in any company offering home warranty insurance.*

Broker Base Commission: *A Broker Base Commission of \$150 will be charged to the Buyer or Seller client or customer represented by Benchmark Realty LLC, exclusive of any other commissions described in the contract or agency agreements, payable only upon the closing of the subject property.*

I/We have read this disclosure form, and understand that Benchmark Realty, LLC may receive financial or other benefit as a result of referring me/us to purchase the above-described service provider(s).

Authentisign
Julie C. Heffington and Assigns 01/31/2018
Benchmark ~~Client~~ Signature
Julie C. Heffington and Assigns

Benchmark Client/Customer Signature

Authentisign
Sue Jeffers 01/31/2018
Benchmark Agent Signature
Sue Jeffers

Benchmark REALTY LLC

EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Designated Agency)

1 **Broker/Firm:** Benchmark Realty, LLC
 2 **Address of Firm:** 318 Seaboard Lane, Suite 115 Franklin TN 37067
 3 **Buyer:** Julie C. Heffington & Assigns

4 **1. TERM.**

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt
 6 and sufficiency of which is hereby acknowledged, the undersigned
 7 Julie C. Heffington and Assigns ("Client" or "Buyer") hereby employs the
 8 Firm/Broker of Benchmark Realty, LLC ("Broker"), as Client's
 9 exclusive agent to locate property for Client's purchase, lease, exchange or option (collectively "Purchase") during the
 10 term of this agreement, and to advocate the Client's best interests in the negotiation of terms and conditions of any such
 11 Purchase. This Buyer Representation Agreement ("Agreement") begins on this date and terminates at 11:59 p.m. local time
 12 on May 31st, 2018, or at the closing (or in the case of a lease, the date of possession) of any
 13 Purchase under this Agreement, if such occurs earlier. If a contract to purchase, exchange, or lease is signed before this
 14 Agreement expires, the term hereof shall continue until final disposition of the Purchase and Sales Agreement, exchange
 15 agreement, or lease agreement.

16 **2. TYPE OF PROPERTY SOUGHT BY CLIENT.**

- 17 **A. General Description, Size and Location:** raw land, less than 5 acres
 18 _____
 19 **B. Price Range & Terms:** under \$950,000
 20 _____
 21 **C. Sources to be Searched for Property:** MLS, FSBO, other sources
 22 _____
 23 **D. Other Terms/Conditions:** none
 24 _____
 25 **E. Properties Specifically Exempted from this Agreement:** _____

26 **3. CLIENT DUTIES.**

- 27 Buyer agrees:
 28 **A.** To Purchase property exclusively through Broker during the term of this Agreement;
 29 **B.** To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client's
 30 ability to Purchase;
 31 **C.** That he/she is not under an exclusive right to buy contract or exclusive buyer representation agreement with any
 32 other agent at this time;
 33 **D.** That if Client utilizes the services of another real estate broker or deals solely with a Seller's Agent or the Seller
 34 directly at any time during the effective period of this Agreement and/or any extensions thereof and then enters into
 35 an agreement with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission
 36 to the Broker provided herein;
 37 **E.** To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller's agent, the payment of which will be
 38 fully disclosed to Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an
 39 unlisted property, Client agrees to pay Broker a total of \$ _____ or 3 % compensation
 40 based on the total sale price. In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay
 41 Broker a total of \$ _____ in compensation unless otherwise stated herein. In the event that the amount of
 any cooperating compensation paid by Seller or Seller's broker is less than the amount listed above, Buyer agrees to

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42 pay Broker the difference at closing, or on the date of possession in the case of a lease. Broker's fee is earned at the
43 signing by both parties of an agreement to purchase, lease, exchange or the exercise of an option for any
44 property(ies) as described above and is due at the closing of any such transaction or upon possession of property
45 unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale, lease,
46 exchange or exercised option, Broker's fee will be due on the date of default. Buyer agrees to pay all reasonable
47 attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's
48 obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and
49 equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.
50 **NOTICE:** Real estate fees are not fixed by law. They are set by each broker individually and are negotiable
51 between Client and Broker. The payment of any fee by Seller will not make Broker either the Agent or Subagent of
52 the Seller.

53 **F. Carry-Over Clause.** Should the Buyer contract to buy or exchange, or contract to lease a property within
54 120 days after the expiration of this Agreement with any Seller/Landlord (or anyone acting on
55 Seller's/Landlord's behalf) who has been introduced to Buyer, directly or indirectly, during the term hereof, as
56 extended, the Buyer agrees to pay the compensation as set forth above. This carry-over clause shall not apply if the
57 Buyer is subject to a buyer's representation agreement with another licensed real estate broker at the time of such
58 contract.

59 **G.** That he/she has reviewed this Agreement and agrees with the terms herein.

60 **4. AGENCY**

61 **A. Definitions**

62 **1. Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage
63 firm and where the context would indicate, the Broker's affiliated licensees, including but not limited to the
64 Designated Agent.

65 **2. Designated Agent for the Buyer.** The individual licensee that has been assigned by the Managing Broker and
66 is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other
67 licensees in his/her company. Even if someone else in the licensee's company represents a Seller of a
68 prospective property, the Designated Agent for the Buyer will continue to work as an advocate for the best
69 interests of the Buyer. An agency relationship, by law, can only be established by a written agency agreement.

70 **3. Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for
71 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to
72 a transaction but cannot be considered a representative or advocate of either party. By law, any licensee or
73 company who has not entered into a written agency agreement with either party in the transaction is considered
74 a Facilitator or Transaction Broker until such time as an agency agreement is established.

75 **4. Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a
76 specific transaction and in which the interests of such parties are adverse. This agency status may only be
77 employed upon full disclosure to each party and with each party's informed consent.

78 **5. Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
79 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
80 improvements to real property or present a significant health risk to occupants of the property.

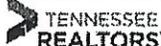
81 **6. Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes
82 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
83 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
84 discloses that he/she has an agency relationship with another party, any such information which the consumer
85 THEN reveals must be passed on by the licensee to that other party. Buyer understands that there is a
86 possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as
87 confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between
88 the parties.

89 **B. Duties owed to all Parties to a Transaction.**

90 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following
91 duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers") unless otherwise
92 provided by law:

93 **1.** To diligently exercise reasonable skill and care in providing services to all parties to the transaction;

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- 94 2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or
- 95 knowledge;
- 96 3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to
- 97 disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both
- 98 parties in the transaction. This duty of confidentiality extends to any information that the party would
- 99 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
- 100 or information required by law to be disclosed;
- 101 4. To provide services to each party to the transaction with honesty and good faith;
- 102 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
- 103 might affect such transaction only when such information is available through public records and when such
- 104 information is requested by a party;
- 105 6 To give timely account for earnest money deposits and all other property received from any party to a
- 106 transaction; and
- 107 7. A. To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf
- 108 of any other individual, organization or business entity in which Licensee has a personal interest without
- 109 prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
- 110 B. To refrain from recommending to any party to the transaction the use of services of another individual,
- 111 organization or business entity in which the Licensee has an interest or from whom the Licensee may
- 112 receive a referral fee or other compensation for the referrals, other than referrals to other Licensees to
- 113 provide real estate services, without timely disclosing to the party who receives the referral, the Licensee's
- 114 interest in such referral or the fact that a referral fee may be received.

115 **C. Duties Owed to Client.**

116 **In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an**

117 **agent or Designated Agent in a transaction:**

- 118 1. Obey all lawful instructions of the Client when such instructions are within the scope of this agency agreement
- 119 between the Licensee and the Buyer/Client;
- 120 2. Be loyal to the interests of the Client. A Licensee must place the interests of the Client before all others in
- 121 negotiation of a transaction and in other activities, except where such loyalty duty would violate Licensee's
- 122 duties to a customer in the transaction; and
- 123 3. Unless the following duties are specifically and individually waived in writing by a Client, Licensee shall assist
- 124 the Client by:
- 125 A. Scheduling all property showings on behalf of the Client;
- 126 B. Receiving all offers and counter offers and forwarding them promptly to the Client;
- 127 C. Answering any questions that the Client may have in negotiation of a successful purchase within the scope
- 128 of the Licensee's expertise; and
- 129 D. Advising the Client as to whatever forms, procedures and steps are needed after execution of the purchase
- 130 agreement for a successful closing of the transaction.

131 Upon Waiver of any of the above duties listed under subparagraph 4.C.3., the Client may not expect or seek

132 assistance from any other licensees in the transaction for the performance of said duties.

133 **D. Agent Disclosure.** Pursuant to Tennessee Real Estate Commission Rule 1260-2--36, Broker must disclose certain

134 things to Client prior to the execution of this Agreement. Client hereby agrees that Broker has disclosed the

135 following and that this Agreement constitutes written confirmation of same:

136 During the effective period of this Agreement:

- 137 1. Client should not contact listing agents directly and should make all arrangements to view and inspect
- 138 property through Broker;
- 139 2. In the event Client comes into contact with a Seller's Agent(s) (for example, at an open house viewing),
- 140 Client shall immediately inform the Seller's Agent(s) that he/she is represented by Broker; and



141 3. If Client purchases property(ies) covered by this Agreement through another real estate licensee or a
142 Seller's Agent(s) or directly from a Seller, Client understands that he/she still owes a commission to the
143 Broker as set forth in this Agreement.

144 **E. Buyer's Authorizations.**

145 1. **Appointment of Designated Agent.** Buyer hereby authorizes Managing Broker to appoint the Selling
146 Licensee as Designated Agent for the Buyer, to the exclusion of any other licensees associated with Broker. A
147 Designated Agent for the Buyer can and will continue to advocate Buyer's interests in a transaction even if a
148 Designated Agent for the Seller (other than the Licensee listed below) is also associated with Broker. The
149 Managing Broker hereby appoints Sue Jeffers to be
150 the Designated Agent for the Buyer in this transaction.

151 2. **Appointment of Subsequent Designated Agent.** Buyer hereby authorizes the Managing Broker, if necessary,
152 to appoint a licensee, other than the Licensee named above, as Designated Agent for the Buyer, to the exclusion
153 of any other licensees associated with Broker. This shall be accomplished through an amendment to this
154 Agreement, if necessary.

155 3. **Default to Facilitator in the event that both parties are represented by the same Designated Agent.** The
156 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same*
157 *Designated Agent for both the Buyer and a prospective Seller*, immediately notifying (verbally) the Buyer and
158 the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the
159 contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position
160 and will not be an advocate for either the Buyer or any prospective Seller.

161 4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this
162 Facilitator status will only be temporary. The Facilitator status will only last until any transaction or
163 contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because
164 the transaction is closed or the transaction or contemplated transaction is terminated or not accepted and no
165 further negotiations occur between the parties). At that time, the Agent will immediately revert back to
166 Designated Agency status for the Buyer.

167 **5. CONFIDENTIALITY.**

168 Information which the Buyer authorizes Broker and his affiliated Licensees to disclose which might otherwise be
169 confidential: _____
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171 **6. EARNEST MONEY/TRUST MONEY.**

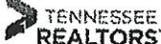
172 Broker is authorized to accept a deposit of earnest money/trust money to be applied to the purchase price for a property.
173 Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds
174 as set forth in an executed contract for purchase, lease, exchange or option agreement until disbursed in accordance with
175 the terms of said agreement.

176 **7. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

177 Buyer acknowledges and agrees that Broker and Designated Agent:

178 A. May show the same properties to other prospective buyers;

179 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the
180 insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or
181 any item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect
182 property prior to entering into an agreement to Purchase property and/or closing on property; for the necessity or
183 cost of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of
184 utilities, septic or community amenities; conditions existing off a property which may affect said property; proposed
185 or pending condemnation actions involving the property; uses and zoning of a property, whether permitted or
186 proposed; for applicable boundaries of school districts or other school information; termites and wood destroying
187 organisms; building products and construction techniques; the tax or legal consequences of a contemplated
188 transaction; matters relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges
189 that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert
190 advice on any of these or other matters which are of concern to Buyer;



191 C. Shall owe no duties to Buyer nor have any authority to act on behalf of Buyer other than what is set forth in this
192 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
193 Tennessee Real Estate Commission Rules; and

194 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

195 **8. EXPERT ASSISTANCE.**

196 While Broker and the Licensees associated with Broker have considerable general knowledge of the real estate industry
197 and real estate practices, they are not experts in matters of law, tax, financing, square footage, home inspections, wood
198 destroying organisms, surveying, structural conditions, geological issues, hazardous materials, engineering, etc. Client
199 acknowledges Broker's advice to seek professional assistance and advice in these and other areas of professional
200 expertise as needed. If Broker or licensees associated with Broker provide names or sources to Client for such advice or
201 assistance, those services and / or products are not warranted or guaranteed by the Broker or the Licensees associated
202 with Broker.

203 **9. OTHER PROVISIONS.**

204 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of,
205 and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
206 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
207 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
208 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
209 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

210 **B. Governing Law and Venue.** This Agreement is intended as a contract for buyer's agency representation and shall
211 be governed by and interpreted in accordance with the laws and in the courts of the state of Tennessee.

212 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
213 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
214 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
215 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
216 determined by the location of the Firm.

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

220 **E. Fair Housing.** Broker and Designated Agent shall provide services without regard to race, color, religion, sex,
221 handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory
222 practices in the sale, lease, exchange, or option of property will not be granted.

223 **10. LEGAL DOCUMENTS. THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS**
224 **AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR**
225 **ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR**
226 **QUALIFIED TO GIVE YOU ANY ADVICE CONCERNING THE ADVISABILITY OR LEGAL EFFECT OF ITS**
227 **PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND**
228 **ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF THIS AGREEMENT.**

229 **11. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are
230 made a part of this Agreement.

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

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

257 *Sue Jeffers*

258 **BUYER** Licensee Authorized by Broker Benchmark Realty, LLC
01/31/2018 **BROKER/FIRM**

259 _____ at _____ o'clock am/ pm 318 Seaboard Lane, Suite 115
260 Date Address

261 _____ Phone: 615-371-1544 Fax: 615-371-6310
262 Print/Type Name

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

264 *Julie C. Heffington and Assigns*

265 **BUYER** 1/31/2018 5:34:53 PM CST **BUYER**

266 Julie C. Heffington and Assigns
267 Print/Type Name

268 01/31/2018 at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
269 Date Date

270 _____
271 Address Address

272 Phone: _____ (H) _____ (Cell) Phone: _____ (H) _____ (Cell)
273 _____ (W) Email: JHeffington@MTLawGroup.net _____ (W) Email: _____

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