



**COLDWELL BANKER
SOUTHERN REALTY**

CONFIRMATION OF AGENCY STATUS

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

7 The real estate transaction involving the property located at:

8 **4 Farwell St**

Jackson

TN 38301

9 **PROPERTY ADDRESS**

10 **SELLER NAME:** Homer A Bates Estate

BUYER NAME: _____

11 **LICENSEE NAME:** Amanda Harvey

LICENSEE NAME: _____

12 in this consumer's current or prospective transaction is
13 serving as:

in this consumer's current or prospective transaction
is serving as:

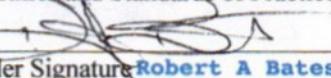
14 **Transaction Broker or Facilitator.**
15 (not an agent for either party).
16 **Seller is Unrepresented.**
17 **Agent for the Seller.**
18 **Designated Agent for the Seller.**
19 **Disclosed Dual Agent (for both parties),**
20 with the consent of both the Buyer and the Seller
21 in this transaction.

14 **Transaction Broker or Facilitator.**
15 (not an agent for either party).
16 **Buyer is Unrepresented.**
17 **Agent for the Buyer.**
18 **Designated Agent for the Buyer.**
19 **Disclosed Dual Agent (for both parties),**
20 with the consent of both the Buyer and the Seller
21 in this transaction.

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

31 **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.**

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

35  1-13-26

Seller Signature Robert A Bates Date 1-13-26

Buyer Signature

Date

37 Seller Signature Amanda Harvey

Date

Buyer Signature

Date

38 Listing Licensee Amanda Harvey

Date

Buyer Broker Licensee

Date

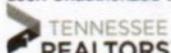
41 **Coldwell Banker Southern Realty**

42 Listing Firm

Buyer Broker Firm

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

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





**COLDWELL BANKER
SOUTHERN REALTY**

**TENNESSEE RESIDENTIAL PROPERTY
CONDITION EXEMPTION**

1 Property Address: 4 Farwell St Jackson TN 38301
2 Seller: Homer A Bates Estate

3 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units
4 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential
5 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may
6 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'
7 rights and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.

- 8 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to
9 the best of the seller's knowledge as of the Disclosure date.
- 10 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 11 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
12 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 13 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
14 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code
15 Ann. § 66-5-204).
- 16 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 17 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
18 agreed to in the purchase contract.
- 19 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 20 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
21 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
22 had no effect on the physical structure of the property.
- 23 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
24 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
25 (See Tenn. Code Ann. § 66-5-202).
- 26 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
27 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the
28 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 29 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
30 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
31 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 32 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
33 not required to repair any such items.
- 34 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
35 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 36 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
37 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 38 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
39 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 40 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
41 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
42 disposal system permit.
- 43 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results
44 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the

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Version 01/01/2026

45 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as
46 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive
47 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
48 ever been moved from an existing foundation to another foundation.

49 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge
50 that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information
51 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition
52 Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition
53 Exemption. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions
54 they may have regarding this information or prior to taking any legal actions.

55 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide
56 information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information
57 contained in the disclosure is the representation of the owner and not the representation of the real estate licensee or sales
58 person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers may
59 wish to obtain.

60 **Buyers and Sellers should be aware that any sales agreement executed between the parties shall supersede this form as
61 to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified
62 below and/or the obligation of the buyer to accept such items "as is."**

63 The undersigned Seller of the property described as 4 Farwell St Jackson TN 38301 does
64 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as
65 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209
66 for the following reason(s):

- 67 This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration
68 of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a
69 bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 70 This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by
71 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who
72 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired
73 the real property by a deed in lieu of foreclosure.
- 74 This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship
75 or trust.
- 76 This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to
77 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy
78 in common and the transfer shall be made from one (1) or more of the owners to another owner or co-owners holding
79 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 80 This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 81 This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 82 This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity
83 of one (1) or more of the transferors.
- 84 This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 85 This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 86 This is a transfer of any property sold at public auction.
- 87 This is a transfer of any property where the owner has not resided on the property at any time within three (3) years
88 prior to the date of transfer.
- 89 This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu
90 of foreclosure or by a quitclaim deed.

91 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior
92 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever
93 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or
94 soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment
95 and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.
96 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and
97 upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

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user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at (615) 321-1477.



98 **ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:**

99 1. Is there an exterior injection well anywhere on the property?

100 2. Is seller aware of any percolation tests or soil absorption rates being

101 performed on the property that are determined or accepted by
102 the Tennessee Department of Environment and Conservation?
103 If yes, results of test(s) and/or rate(s) are attached.

104 3. Has any residence on this property ever been moved from its original

105 foundation to another foundation?

106 4. Is this property in a Planned Unit Development? Planned Unit Development

107 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
108 controlled by one (1) or more landowners, to be developed under unified control
109 or unified plan of development for a number of dwelling units, commercial,
110 educational, recreational or industrial uses, or any combination of the
111 foregoing, the plan for which does not correspond in lot size, bulk or type of
112 use, density, lot coverage, open space, or other restrictions to the existing land
113 use regulations." Unknown is not a permissible answer under the statute.

114 5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.

115 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of
116 limestone or dolostone strata resulting from groundwater erosion, causing a
117 surface subsidence of soil, sediment, or rock and is indicated through the
118 contour lines on the property's recorded plat map." This disclosure is required
119 regardless of whether the sinkhole is indicated through the contour lines on the
120 property's recorded plat map.

121 6. Was a permit for a subsurface sewage disposal system for the Property issued

122 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If
123 yes, Buyer may have a future obligation to connect to the public sewer system.

124 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its
125 improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder
126 offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore,
127 the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

128 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
129 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
130 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

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


SELLER Robert A. Bates

134 11/13 at 11:30 AM o'clock am/ pm
135 Date

SELLER

at _____ o'clock am/ pm

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

BUYER

139 at _____ o'clock am/ pm
140 Date

BUYER

at _____ o'clock am/ pm
Date

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40 **Licensee Acknowledgment (initial or enter N/A if not applicable)**

41 ☐ Seller's Agent has informed Seller of the seller's obligations under 42 U.S.C. 4852d and is aware of
42 his/her responsibility to ensure compliance.

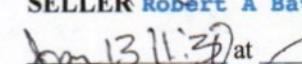
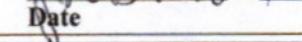
43 ☐ Buyer's Agent has informed Seller of the seller's obligations under 42 U.S.C. 4852d and is aware of
44 his/her responsibility to ensure compliance. (Only required if the Buyer's Agent receives compensation from the
45 Seller.)

46 **Certification of Accuracy**

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

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

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

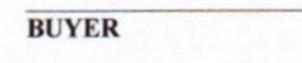
52 
53 **SELLER** Robert A. Bates
54 
55 
Date 13-11-30 at 11:30 o'clock am/ pm

SELLER

at _____ o'clock am/ pm

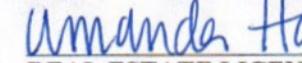
Date

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

57 **BUYER**
58 
59 at _____ o'clock am/ pm
60 Date

BUYER
at _____ o'clock am/ pm
Date

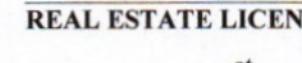
61 The party(ies) below have signed and acknowledge receipt of a copy.

62 
63 **REAL ESTATE LICENSEE FOR SELLER**
64 
65 Date 1-13-26 at 11:30 o'clock am/ pm

REAL ESTATE LICENSEE FOR SELLER

Date

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

67 **REAL ESTATE LICENSEE FOR BUYER**
68 
69 at _____ o'clock am/ pm
70 Date

REAL ESTATE LICENSEE FOR BUYER
at _____ o'clock am/ pm
Date

For Information Purposes Only:

Coldwell Banker Southern Realty

Listing Firm

Buyer Broker Firm

Amanda Harvey
Independent Licensee

Independent Licensee

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COLDWELL BANKER | **SOUTHERN REALTY**

AFFILIATED COMPANY RELATIONSHIPS AND OTHER DISCLOSURES

NO BUYER OR SELLER SHALL BE REQUIRED TO USE THE SERVICES OF ANY SPECIFIC COMPANY AS A RESULT OF COLDWELL BANKER SOUTHERN REALTY'S OR ITS SALES ASSOCIATES' INTERESTS OR RELATIONSHIPS WITH ANY SUCH COMPANY.

PATHWAY MORTGAGE: This is to give you notice that Coldwell Banker Southern Realty has an affiliated arrangement with Pathway Mortgage LLC NMLS 2063164, located at 7709 Holiday Drive, Sarasota, FL 34231.

FAIRWAY INDEPENDENT MORTGAGE: This is to give you notice that Coldwell Banker Southern Realty has a business relationship with Fairway Independent Mortgage, located at 4750 South Biltmore Lane, Madison, WI 53718.

"You are NOT required to use either Pathway Mortgage or Fairway Independent Mortgage Corp as a condition for obtaining mortgage financing on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE 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."

SOUTHERN TITLE & ESCROW, LLC: This is to give you notice that Coldwell Banker Southern Realty ("Real Estate Broker") has a business relationship with Southern Title & Escrow, LLC.

"You are NOT required to use Southern Title & Escrow, LLC as a condition for settlement of your loan on or purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES."

2-10 & ACHOSA HOME BUYERS WARRANTIES: Coldwell Banker Southern Realty receives an administrative fee for purchased Achosa Home Buyers Warranties. Basic Seller warranty coverage is available through 2-10 Home Buyers Warranty on all Coldwell Banker Southern Realty listings at no cost to seller. Expanded seller coverage available at additional cost. Post closing buyer coverage is available for purchase. These plans are implemented by independent home warranty companies and Coldwell Banker Southern Realty is not liable for the performance of such companies. Please reference brochures, or information sheets along with the 800# or Web Addresses, for specific information about the programs. It is our clients' choice to accept or decline the purchase of warranty coverage.

Coldwell Banker Southern Realty will provide 2-10 Seller Coverage free of charge during the listing period. This does not obligate seller to purchase for buyer, unless negotiated at a later point.

RELOCATION SERVICES: Coldwell Banker Southern Realty is part of the Anywhere Leads Network. It is a nationwide high-performance network of 500+ real estate brokers and 100,000 agents, recognized for exceptional customer service. This allows us to effectively help you when relocating outside Coldwell Banker Southern Realty's immediate service areas.

- Seller is initial one of the following:
- Seller is not relocating outside of the area.
- Seller DOES request home finding assistance and information from an agent in their destination city.
- Seller DOES NOT request home finding assistance and information from an agent in their destination city.

BROKERAGE SERVICE FEE: A commission of \$225 will be charged to the Buyer or Seller represented by Coldwell Banker Southern Realty, exclusive of any other commissions described in the contract or agency agreements, payable only upon the closing of the subject property.

Below signatures indicate Acknowledgments of Affiliated Company Relationships and Other Disclosures

Amanda Hays 1/13/26

Listing Licensee

Coldwell Banker Southern Realty

Listing Company

Selling Licensee

Selling Company

Signature of Buyer Date

Signature of Buyer Date

1-13-26

Signature of Seller Date

Signature of Seller Date