

Mar 23 2010 2:52 PM
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B C E H D

No. 1193 P. 1



Blount County Environmental Health Department
1000 E Lamar Alexander Parkway
Maryville, TN 37604
(865) 681-8301 - Phone / (865) 681-8502 - Fax

SSDS INFORMATION REQUEST FORM

All information below must be completed for accurate record research.

- 1) Subdivision/Property Name: Driftwood Estates Unit 2 Lot#: 15
 - 2) Street Address: 4746 Driftwood Lane, Louisville, TN 37277
 - 3) Date SSDS was installed: 2005 Current Property Owner: Seleer * Now in trust
 - 4) Whose name was the original SSDS permit issued to? Robert & Peggy Selcer Executor of estate Ken Christensen
 - 5) Has the street name ever been changed? If so, previous name: no
 - 6) Additional information requested: New construction in 2004 closed in 2005
Currently in trust the executor of estate Ken Christensen (Attorney)
contact # 865-525-0238.
- Agent Name: Nancy Westerling Company: Gables & Gates, Realtors
Phone #: 865-405-1910 Fax #: 865-966-2295

To be completed by the Blount County Environmental Health Department

SSDS Approval on file Date SSDS approved: 11/9/05 # bedrooms: 3

Information requested was unable to be located based on the information provided.

Information was located on said property - contact Environmental Specialist _____ between 8am - 8am for information.

Comments: _____

**Since no site visit has been made in regard to this request no comment or warranty about the current condition or future performance of the SSDS is given. This is not an inspection letter and is not to be used for loan closings. Blount County Environmental Health Department does not make any representation about whether unauthorized modifications have been made to either the SSDS or the original structure. This document only reflects what the Blount County Environmental Health Department records show about the number of bedrooms authorized in the subsurface sewage disposal system permit based on the information provided above.

Research conducted by: Shirley Ann Admin Date: 3/23/2010
Signature Title

BLOUNT COUNTY ENVIRONMENTAL HEALTH DEPARTMENT COMPLETION CERTIFICATE FOR SUBSURFACE SEWAGE DISPOSAL SYSTEM

Issued to: Selcer, Bob + Peggy
Owner / Developer / Contractor / Etc.

Location: LOT 15 DRIFTWOOD SD
4746 DRIFTWOOD LN.

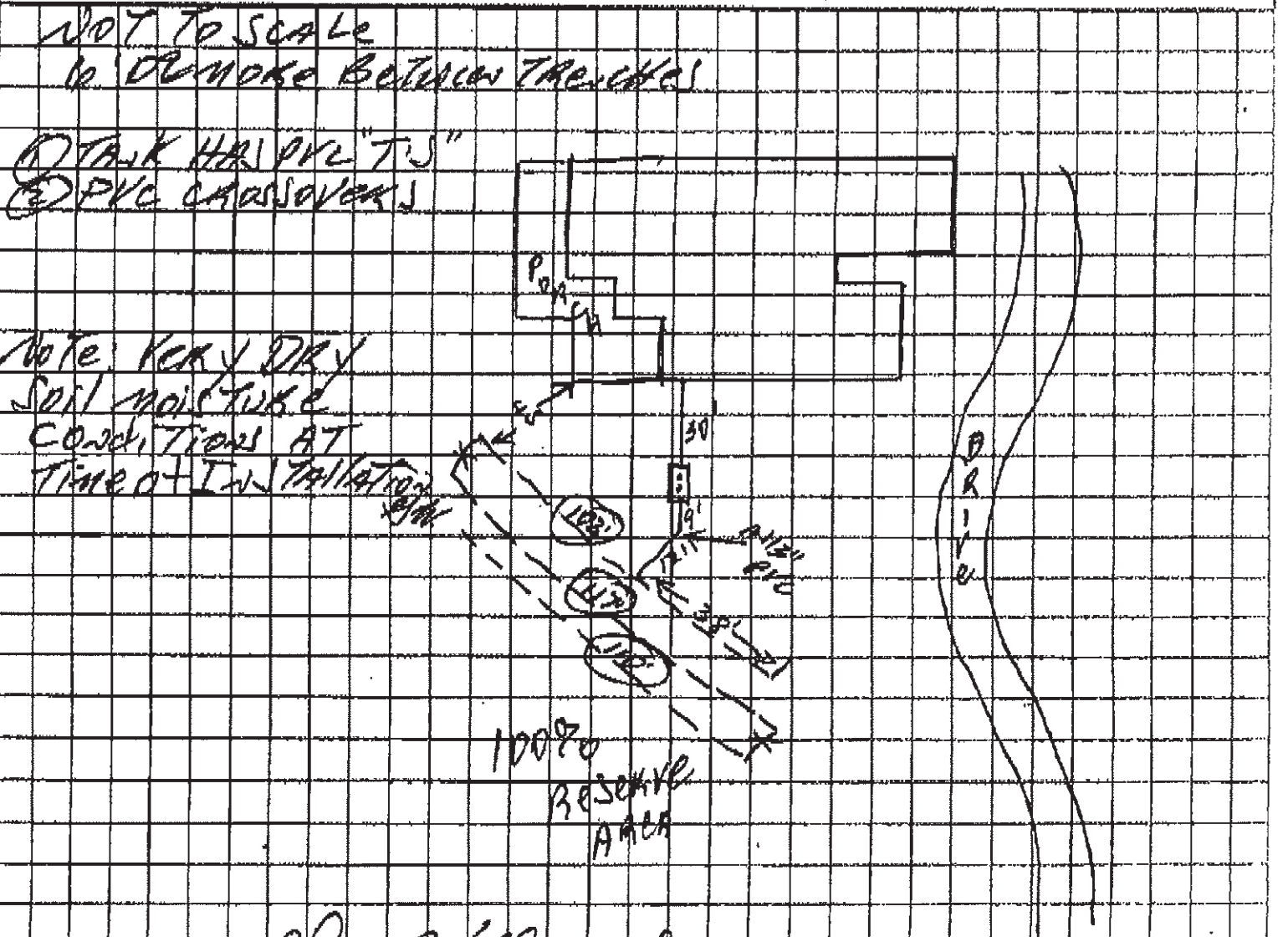
Type of System:
 1. Conventional
 1a. Conventional w/Pump System
 2. Low Pressure Pipe
 3. Mound
 4. Lagoon
 5. Large Diameter Gravelless Pipe (10")
 (a) Sand backfill required Yes No
 5a. Large Diameter Gravelless Pipe (10") w/Pump System
 (a) Sand backfill required Yes No
 6. Chamber System
 7. Other _____

System Specifications: New Installation Repair Other Installer: JACOB CARMICHAEL

Wilson Type 1000 Septic Tank Estimated Absorption Rate: 60 Minutes Per Inch

Tank(s) and Field line approved: Pump & Alarm approved: _____ System approved for: 3 # Bedrooms w/ 330 Footage Yes No Basement Plumbing

MAP NOT TO SCALE



Construction Approved By: Larry Walla (Name) Inc (Title) 11/9/05 (Date)

PLEASE NOTE: YELLOW COPY OF THIS CERTIFICATE MAY BE NEEDED FOR FINAL ELECTRICAL INSPECTION. CONTACT YOUR LOCAL ELECTRICAL COMPANY.

TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION NOTIFICATION

1 Property Address: 4746 Driftwood Lane, Louisville, TN 37777
2 Buyer: _____
3 Seller: _____

4 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling
5 units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a
6 residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property
7 transfers may be exempt from this requirement (see Tenn. Code Ann. § 66-5-209). The following is a summary of the
8 buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at:
9 <http://www.state.tn.us/commerce/boards/trec/index.shtml>.

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



- 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although
43 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
46 disposal system permit.
- 47 17. Sellers must disclose the presence of any known exterior injection well, the results of any known percolation test or soil
48 absorption rate performed on the property that is determined or accepted by the Department of Environment and
49 Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. §
50 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws
51 and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an
52 existing foundation to another foundation.

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

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

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

67 The undersigned Seller of the property described as *Kenneth Christensen, Attorney Personal Representative*
68 does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement
69 as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-
70 209 for the following reason(s):

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



- 91 This is a transfer of any property where the owner has not resided on the property at any time within three (3) years
 92 prior to the date of transfer.
- 93 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
 94 of foreclosure or by a quitclaim deed.

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

96 *[Signature]* _____
 97 SELLER SELLER

98 3/20/10 at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
 99 Date Date

100 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its
 101 improvements, are being offered by Seller or Seller's Agent except in the case where transfer involves the first sale of a
 102 dwelling in which builder offers a written warranty. Furthermore, the Buyer should make or have made on the Buyer's
 103 behalf a thorough and diligent inspection of the property.

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

105 _____
 106 BUYER BUYER

107 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
 108 Date Date

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

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



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 4746 Driftwood Lane, Louisville, TN 37777 (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 (www.licrch.state.tn.us), the American Society of
25 Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nachi.org),
26 and Home Inspectors of Tennessee (www.hita.us) and independently investigate the competency of an
27 inspector, including whether he has complied with State and/or local licensing and registration requirements
28 in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-
29 plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
- 30 4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that
31 you use the services of a licensed, professional pest control company to determine the presence of wood
32 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any
33 potential damage from such.
- 34 5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,
35 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-
36 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,
37 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable
38 professionals and inspectors in all areas of environmental concern.
- 39 6. **SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes
40 gathered from tax or real estate records on the property. Square footage provided by builders, real estate
41 licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is
42 advised that you have a licensed appraiser determine actual square footage.



- 43 7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
44 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
45 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things
46 happen. **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion
47 (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 48 8. **BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised
49 that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
50 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not**
51 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
52 for this information, even if acceptable to your lender.
- 53 9. **ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
54 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
55 repair requirements and related issues need to be verified by the appropriate sources in writing. If your
56 projected use requires a zoning or other change, it is recommended that you either wait until the change is **in**
57 **effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 58 10. **UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
59 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water
60 supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be
61 verified by the appropriate sources in writing. You should have a professional check access and/or
62 connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or
63 wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is
64 recommended that sellers and/or buyers request a copy of the information contained in the file for the
65 property maintained by the appropriate governmental permitting authority. If the file for this property cannot
66 be located or you do not understand the information contained in the file, you should seek professional advice
67 regarding this matter. For unimproved land, septic system capability can only be determined by using the
68 services of a professional soil scientist and verifying with the appropriate governmental authorities that a
69 septic system of the desired type, size and cost can be permitted and installed to accommodate the size home
70 that you wish to build.
- 71 11. **FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that
72 you have a civil or geotechnical engineer or other independent expert determine the risks of flooding,
73 drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk
74 of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the
75 proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and
76 elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 77 12. **SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
78 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
79 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
80 sources in writing.
- 81 13. **INFORMATION ABOUT CRIMES OR SEX OFFENDERS.** You should consult with local, state and
82 federal law enforcement agencies for information or statistics regarding criminal activity at or near the
83 property or for the location of sex offenders in a given area.
- 84 14. **LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on
85 any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the
86 property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate
87 licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.
- 88 15. **RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
89 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a
90 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
91 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You
92 are advised to contact several sources and independently investigate the competency of any inspector,



93 contractor, or other professional expert, service provider or vendor and to determine compliance with any
94 licensing, registration, insurance and bonding requirements in your area.

95 The buyers and sellers acknowledge that they have not relied upon the advice, casual comments, or verbal
96 representations of any real estate licensee relative to any of the matters itemized above or similar matters.
97 The buyers and sellers understand that it has been strongly recommended that they secure the services of
98 appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and
99 counsel about these and similar concerns.

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

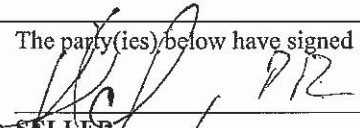
101 _____

102 BUYER BUYER

103 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

104 Date Date

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

106  _____

107 ~~SELLER~~ SELLER

108 9/26/10 at 1:00 o'clock am/ pm _____ at _____ o'clock am/ pm

109 Date Date

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