



HAMILTON
& ASSOCIATES

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 herein, "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 Strawhill Road SE, Cleveland, TN 37323

PROPERTY ADDRESS

SELLER NAME: Robert and Jovita Lawson

LICENSEE NAME: Kathy Rohsenberger

BUYER NAME:

LICENSEE NAME:

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

☐ Transaction Broker or Facilitator.
(not an agent for either party).

☐ Seller is Unrepresented.

☐ Agent for the Seller.

☒ Designated Agent for the Seller.

☐ Disclosed Dual Agent (for both parties),
with the consent of both the Buyer and the Seller
in this transaction.

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

☐ Transaction Broker or Facilitator.
(not an agent for either party).

☐ Buyer is Unrepresented.

☐ Agent for the Buyer.

☐ Designated Agent for the Buyer.

☐ 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.

Seller Signature

Date

Buyer Signature

Date

Seller Signature

Date

Buyer Signature

Date

Listing Licensee

Kathy Rohsenberger

Date

Selling Licensee

Date

Coldwell Banker Hamilton & Assoc. LLC

Listing Company

Selling Company

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DISCLAIMER NOTICE

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale Agreement (hereinafter "Agreement") regarding real estate located at
4.79 Acres on Strawhill Road SE, Cleveland, TN 37323 (hereinafter "Property")

are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional" who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. Below are listed some of the actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (www.state.tn.us/commerce/index.shtml), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nachi.org), and Home Inspectors of Tennessee (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). Failure to inspect typically means that you are accepting the property "as is".
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.
5. **ENVIROMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.
6. **SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes gathered from tax or real estate records on the Property. Square footage provided by builders, real estate licensees, or tax records is only an estimate with which to make comparisons, but it is not guaranteed. It is 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, homeowner 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 actions concerning any portions 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.
- 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.



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

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

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



CLIENT/CUSTOMER (☐ BUYER / ☒ SELLER)

5/21/13 at 2 o'clock ☐ am/ ☒ pm
Date



CLIENT/CUSTOMER (☐ BUYER / ☒ SELLER)

5/21/13 at 3 o'clock ☐ am/ ☒ pm
Date

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

CLIENT/CUSTOMER (☐ BUYER / ☐ SELLER)

_____ at _____ o'clock ☐ am/ ☐ pm
Date

CLIENT/CUSTOMER (☐ BUYER / ☐ SELLER)

_____ at _____ o'clock ☐ am/ ☐ pm
Date

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LOT/LAND SELLER'S PROPERTY DISCLOSURE STATEMENT

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

INSTRUCTIONS TO THE SELLER

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

11 PROPERTY ADDRESS 0 Strawhill Road SE 4.79 acres CITY Cleveland

12 SELLER'S NAME(S) ROBERT & JONIDA LAWSON

13 DATE SELLER ACQUIRED THE PROPERTY _____

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

| | YES | NO | UNKNOWN |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 16 1. SOIL, TREES, DRAINAGE AND BOUNDARIES: | | | |
| 17 (a) Is there or will there be any fill (other than foundation backfill) on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18 (b) Are there mine shafts or wells (in use or abandoned)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19 (c) Are you aware of any past or present sliding, settling, earth movement, upheaval 20 or earth stability/expansive soil problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21 (d) Is the Property or any part thereof located in a flood zone? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22 (e) Are you aware of any past or present drainage or flooding problems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23 (f) Are you aware of any past or present diseased or dead trees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 24 (g) Are you aware of any past or present encroachments, boundary line disputes, 25 leases or unrecorded easements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 26 (h) Has the Property been tested for soil and/or percolation? 27 If yes, attach copy of test results. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 28 (i) Has the Property been evaluated for subsurface sewage disposal system? 29 If yes, attach copy of test results. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 30 (j) Has the Property been surveyed to establish boundary lines? 31 Are the corner stakes in place and visible? If yes, attach copy of survey. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 32 2. TOXIC/FOREIGN SUBSTANCES: | | | |
| 33 (a) Are you aware of any underground tanks, toxic substances, tires, appliances, 34 garbage, foreign and/or unnatural materials, asbestos, polychlorinated 35 biphenyl (PCB's), ureaformaldehyde, methane gas, radioactive material, 36 methamphetamine production or radon on the Property (structure or soil)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 37 (b) Has the Property been tested for radon or any other toxic substance including 38 Phase I testing? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |



| | | YES | NO | UNKNOWN |
|----|--|-------------------------------------|-------------------------------------|--------------------------|
| 39 | 3. THE PROPERTY: | | | |
| 40 | (a) Consists of no less than <u>4.7</u> acres and the current zoning is: | | | |
| 41 | | | | |
| 42 | (b) Will conveyance of this Property include all mineral, oil and timber rights? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 43 | (c) Are there any governmental allotments committed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 44 | (d) Have any licenses or usage permits been granted for, including but not limited to, | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 45 | crops, mineral, water, grazing, timber, usage rights to hunters, fishermen, or others? | | | |
| 46 | (e) Crop Rotation Program (CRP)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 47 | 4. COVENANTS, FEES AND ASSESSMENTS: | | | |
| 48 | (a) Is or will the Property be part of a condominium or other community association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 49 | (b) Will the Property be part of a PUD (Planned Unit Development)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 50 | Planned Unit Development is defined pursuant to Tenn. Code Ann. | | | |
| 51 | § 66-5-213 as "an area of land, controlled by one (1) or more landowners, | | | |
| 52 | to be developed under unified control or unified plan of development for a | | | |
| 53 | number of dwelling units, commercial, educational, recreational or industrial | | | |
| 54 | uses, or any combination of the foregoing, the plan for which does not correspond | | | |
| 55 | in lot size, bulk or type of use, density, lot coverage, open space, or other | | | |
| 56 | restrictions to the existing land use regulations." Unknown is not a | | | |
| 57 | permissible answer under the statute. | | | |
| 58 | (c) Is there any defect, damage or problem with any common elements/area that | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 59 | could affect the value or desirability? | | | |
| 60 | (d) Is or will it be subject to covenants, conditions and restrictions (CC&R's)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 61 | (e) Is there an Association Fee? If "YES", amount: \$ _____, per _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 62 | (f) Is or will the Association Fee be mandatory? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 63 | (g) Is there a Transfer Fee? If "YES", amount \$ _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 64 | (h) Is there a capital expenditure/contribution due upon transfer? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 65 | If "YES", amount \$ _____ | | | |
| 66 | (i) Are there any fees, expenses, etc. required by the association, property | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 67 | management company and/or bylaws or covenants for transfer of the Property? | | | |
| 68 | If "YES", amount \$ _____ | | | |
| 69 | (j) Are there any special assessments approved but unpaid by the association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 70 | (k) Are there any special association assessments under consideration? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 71 | (l) Is there any condition or claim, which may result in an increase in assessments | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 72 | or fees? | | | |
| 73 | (m) Does or will the Association Fee include: (The unchecked items are not included or unknown.) | | | |
| 74 | <input type="checkbox"/> Exterior Building Maintenance <input type="checkbox"/> Reserve Fund <input type="checkbox"/> Gas <input type="checkbox"/> Cable | | | |
| 75 | <input type="checkbox"/> Exterior Liability <input type="checkbox"/> Road Maintenance <input type="checkbox"/> Electricity <input type="checkbox"/> Swim | | | |
| 76 | <input type="checkbox"/> Common Grounds Maintenance <input type="checkbox"/> Security <input type="checkbox"/> Water <input type="checkbox"/> Tennis | | | |
| 77 | <input type="checkbox"/> Pest and Termite Control <input type="checkbox"/> Garbage <input type="checkbox"/> Sewer <input type="checkbox"/> Other _____ | | | |
| 78 | 5. OTHER MATTERS: | | | |
| 79 | (a) Do you know of any violations of local, state or federal laws, codes, regulations, | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 80 | or nonconforming use with respect to the Property? | | | |
| 81 | (b) Have you received notice by any governmental or quasi-governmental agency | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 82 | affecting the Property, including but not limited to road changes, zoning | | | |
| 83 | changes, assessments, etc.? | | | |



- 84 (c) Is there any existing or threatened legal action affecting the Property? ☐ h ☐
- 85 (d) Is there any system or appliance on the Property which is leased or has a fee ☐ h ☐
- 86 associated with its use?
- 87 (e) Are there any private or non-dedicated roadways for which owner may have ☐ h ☐
- 88 financial responsibility?
- 89 (f) Have there been any inspections or evaluations on the Property during the ☐ De ☐
- 90 previous year? If yes, explain: _____
- 91 (g) Is the Property in any special tax arrangement such as Green Belt? ☐ h ☐
- 92 If yes, please explain details. _____

| | YES | NO |
|---------------------------|-------------------|-------------------|
| | (Seller Initials) | (Seller Initials) |
| 93 6. UTILITIES: | | |
| 94 (A) Electricity | _____ | _____ |
| 95 (B) Natural Gas | _____ | _____ |
| 96 (C) Telephone | _____ | _____ |
| 97 (D) Cable Television | _____ | _____ |
| 98 (E) Garbage Collection | _____ | _____ |
| 99 (F) Public Sewer | _____ | _____ |
| 100 (G) Public Water | _____ | _____ |
| 101 (H) Other _____ | _____ | _____ |

102 7. ADDITIONAL EXPLANATION OR DISCLOSURES:

103
104

105 8. SELLER'S REPRESENTATION

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

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

113 [Signature] [Signature]
114 SELLER SELLER
115 5/21/13 at 2 o'clock ☐ am/ ☒ pm 5/21/13 at 3 o'clock ☐ am/ ☒ pm
116 Date Date

117 9. RECEIPT AND ACKNOWLEDGEMENT OF BUYER:

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

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

123 _____
124 BUYER BUYER
125 _____ at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm
126 Date Date

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