



SELLER'S PROPERTY DISCLOSURE STATEMENT

EXHIBIT " _____ "



2021 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property (known as or located at: **3300 Highway 106 South** **Hull**, Georgia, **30646**). This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.

In completing this Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements thereon;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers;
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions (including providing to Buyer any additional documentation in Seller's possession), unless the "yes" answer is self-evident;
- (4) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to closing and provide a copy of the same to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied the Property recently, Seller's knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual knowledge and belief of all Sellers of the Property.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? <u>1925ish & 1997</u>		
(b) Is the Property vacant?		X
If yes, how long has it been since the Property has been occupied? _____		
(c) Is the Property or any portion thereof leased?		X
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		X

EXPLANATION:

2. COVENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?		X
(b) Is the Property part of a condominium or community in which there is a community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.		X

EXPLANATION:

3. LEAD-BASED PAINT:	YES	NO
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufacture prior to 1978? IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CB04 MUST BE PROVIDED TO THE BUYER.	X	

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Ryan Blue IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements? <i>not that aware of</i>	☒	
(b) Have any structural reinforcements or supports been added?	☒	
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?	☒	
(d) Has any work been done where a required building permit was not obtained? <i>don't know</i>		
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)? <i>don't know</i>		
(f) Have any notices alleging such violations been received?		☒
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		☒
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		☒

EXPLANATION:

(b) reinforced floor in front (NE) closet so could put heavy safe + file cabinets (a) family room slab was cracked by uprooted tree and was repaired
(c) addition to house in 1997 (south side); carport added 1988-9

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Has any part of the HVAC system(s) been replaced during Seller's ownership?	☒	
(b) Date of last HVAC system(s) service: <i>when installed; we change filters quarterly</i>		
(c) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		☒
(e) Is any portion of the heating and cooling system in need of repair or replacement?		☒
(f) Does any dwelling or garage have aluminum wiring other than in the primary service line?		☒
(g) Are any fireplaces decorative only or in need of repair?	☒	☒
(h) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco? <i>N/A - no stucco</i>		
(i) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, solar systems, etc.)?		☒

EXPLANATION:

(a) 2 systems - new Spring 2018; system in living room on main floor of addition - new (including new metal ductwork) Sept. 2020
(g) decorative only - kitchen + bedroom

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): <i>20 ish</i> years		
(b) What is the drinking water source: ☐ public ☐ private ☒ well		
(c) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink?		☒
(d) What is the sewer system: ☐ public ☐ private ☒ septic tank		
(e) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? <i>4 or 5?</i>		
(f) Is the main dwelling served by a sewage pump?		☒
(g) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: <i>2019</i>	☒	
(h) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		☒
(i) Is there presently any polybutylene plumbing, other than the primary service line?		☒
(j) Has there ever been any damage from a frozen water line, spigot, or fixture?		☒

EXPLANATION:

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>3</u> years. <u>and 1 1/2 years</u>		
(b) Has any part of the roof been repaired during Seller's ownership?	X	
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		

EXPLANATION:
 (a) asphalt shingles - new March 2018
 membrane roof on family/office/carport - new October 2019
 (b) leak in upper corner of small foyer - repaired in 2020

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage or damage therefrom?		X
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		X
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		X
(d) Has there ever been any flooding?		X
(e) Are there any streams that do not flow year round or underground springs?		X
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		X

EXPLANATION:

9. SOIL AND BOUNDARIES:	YES	NO
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?	X	
(b) Is there now or has there ever been any visible soil settlement or movement? <u>not that know of</u>		
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner? <u>may be</u>		
(d) Do any of the improvements encroach onto a neighboring property?		X
(e) Is there a shared driveway, alleyway, or private road servicing the Property?	X	

EXPLANATION:
 (a) well that near house for water supply
 (c) neighbor to right of drive when come off hwy, has used that first part of drive to access their house since before we moved there in 1988 (e) see (c) & neighbor (that's us) to left

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Is there any damage or hazardous condition resulting from animal intrusion (such as squirrels, bats, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot? <u>not that aware of</u>		
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	X	
If yes, what is the cost to transfer? \$ <u>0</u> What is the annual cost? _____		
If yes, company name/contact: <u>Arrow Exterminators</u>		
Coverage: ☒ Pre-treatment and repair ☐ re-treatment ☐ periodic inspections only		
Expiration Date <u>8-31-21</u> Renewal Date <u>9-1-21</u>		
(c) Is there a cost to maintain the bond, warranty or service contract?	X	
If yes, what is the annual cost? \$ <u>219.00</u>		

EXPLANATION:

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		X
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?	X	

EXPLANATION:
(c) see attached)

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		X
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		X
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		X
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		X
(e) Is the Property subject to a threatened or pending condemnation action?		X
(f) How many insurance claims have been filed during Seller's ownership? <u>1</u>		

EXPLANATION:

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed? <u>not that know of</u>		

EXPLANATION:

14. AGRICULTURAL DISCLOSURE:	YES	NO
(a) Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?	X	

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

ADDITIONAL EXPLANATIONS (If needed):

- The propane tank is on property next door. It is leased. Buyer will have to get company to move onto this property. We will leave the propane in it.
- The irrigation system currently works only manually. The drip portion is no longer connected. The overhead portion worked the last time we used it.
- The well has 2 pumps in it: one is a commercial pump that's relatively new. Both will remain. *Either can run the house.*
- Fan on screen porch is not connected but the wiring is there.
- Screen porch door needs new screen & there are some holes in screening.
- The black gas stove in living room will be removed & replaced w/ a gas stove that goes with the beige trimble that is currently there.

D. FIXTURES CHECKLIST

Directions on HOW TO USE: It is often unclear what constitutes a fixture which remains with the Property versus personal property which does not remain with the Property. To avoid disputes, Seller shall have the right to remove all items on the checklist below that are left blank. THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY. All items remaining with Property shall include remotes and/or all accessories necessary for use. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller may remove all Refrigerators on the Property. This checklist is intended to supersede the common law of fixtures with regard to the items below. The common law of fixtures shall apply to all items not on this checklist. Seller shall remove all items left blank below prior to closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed but shall remain liable for the cost of Buyer having to dispose of such items provided that Buyer disposes of them within 30 days after Closing. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed.

Items identified as remaining with the Property shall mean those specific items as they existed in the Property as of the Offer Date. No such item shall be removed from the Property unless it is broken or destroyed. In the event such item is removed, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or better shall be considered substantially identical. This section entitled "Fixtures Checklist" shall survive Closing.

Appliances

- ☐ Clothes Dryer
- ☐ Clothes Washing Machine
- ☒ Dishwasher
- ☐ Garage Door Opener
- ☒ Garbage Disposal
- ☐ Ice Maker
- ☒ Microwave Oven
- ☒ Oven
- ☐ Refrigerator w/o Freezer
- ☒ Refrigerator/Freezer
- ☐ Free Standing Freezer
- ☒ Stove (2)
- ☐ Surface Cook Top
- ☐ Trash Compactor
- ☐ Vacuum System
- ☒ Vent Hood
- ☐ Warming Drawer
- ☐ Wine Cooler

Home Media

- ☐ Amplifier
- ☒ Cable Jacks
- ☐ Cable Receiver
- ☐ Cable Remotes
- ☐ Intercom System
- ☐ Internet HUB
- ☒ Internet Wiring
- ☒ Satellite Dish
- ☐ Satellite Receiver
- ☐ Speakers
- ☒ Speaker Wiring
- ☒ Switch Plate Covers

- ☐ Television (TV)
- ☐ TV Antenna
- ☐ TV Mounts/Brackets
- ☐ TV Wiring

Interior Fixtures

- ☒ Ceiling Fan
- ☒ Chandelier
- ☒ Closet System
- ☒ Fireplace (FP) *decorative only*
- ☐ FP Gas Logs
- ☐ FP Screen/Door
- ☐ FP Wood Burning Insert
- ☒ Light Bulbs
- ☒ Light Fixtures
- ☐ Mirrors
- ☐ Wall Mirrors
- ☐ Vanity (hanging) Mirrors
- ☒ Shelving Unit & System
- ☒ Shower Head/Sprayer
- ☐ Storage Unit/System
- ☒ Window Blinds (and Hardware)
- ☐ Window Shutters (and Hardware)
- ☒ Window Draperies (and Hardware)
- ☒ Unused Paint

Landscaping / Yard

- ☐ Arbor
- ☐ Awning
- ☒ Basketball Post and Goal

- ☐ Birdhouses
- ☐ Boat Dock
- ☐ Fence - Invisible
- ☐ Dog House
- ☐ Flag Pole
- ☐ Gazebo
- ☒ Irrigation System
- ☐ Landscaping Lights
- ☒ Mailbox
- ☒ Out/Storage Building
- ☐ Porch Swing
- ☐ Statuary
- ☒ Stepping Stones
- ☐ Swing Set
- ☐ Tree House
- ☐ Trellis
- ☐ Weather Vane

Recreation

- ☐ Aboveground Pool
- ☐ Gas Grill
- ☐ Hot Tub
- ☐ Outdoor Furniture
- ☐ Outdoor Playhouse
- ☐ Pool Equipment
- ☐ Pool Chemicals
- ☐ Sauna

Safety

- ☒ Alarm System (Burglar)
- ☒ Alarm System (Smoke/Fire)
- ☐ Security Camera
- ☒ Carbon Monoxide Detector
- ☐ Doorbell
- ☒ Door & Window Hardware

- ☐ Fire Sprinkler System
- ☒ Gate
- ☐ Safe (Built-In)
- ☒ Smoke Detector
- ☒ Window Screens

Systems

- ☐ A/C Window Unit
- ☐ Air Purifier
- ☒ Whole House Fan
- ☐ Attic Ventilator Fan
- ☐ Ventilator Fan
- ☒ Car Charging Station
- ☒ Dehumidifier
- ☐ Generator
- ☐ Humidifier
- ☐ Propane Tank
- ☐ Propane Fuel in Tank
- ☐ Fuel Oil Tank *see explanation*
- ☐ Fuel Oil in Tank *see explanation*
- ☐ Sewage Pump
- ☐ Solar Panel
- ☐ Sump Pump
- ☒ Thermostat
- ☒ Water Purification System *in pump house*
- ☒ Water Softener System
- ☒ Well Pump (2) *- see explanation*

Other

- ☐
- ☐
- ☐
- ☐

Clarification Regarding Multiple Items. Items identified above as remaining with Property where Seller is actually taking one or more of such items shall be identified below. For example, if "Refrigerator" is marked as staying with the Property, but Seller is taking the extra refrigerator in the basement, the extra refrigerator and its location shall be described below. This section shall control over any conflicting or inconsistent provisions contained elsewhere herein.

- hooks by windows in Butler's Pantry do not remain + will be removed.
- hooks and plant holders on screen porch do not remain + will be removed
- cabinet w/ drawers under washer + dryer not attached + will be removed

Items Needing Repair. The following items remaining with Property are in need of repair or replacement:

see explanations

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Seller's Property Disclosure Statement.

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

☐ Additional Signature Page (F267) is attached.

SELLER'S REPRESENTATION REGARDING THIS STATEMENT

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property

1 Seller's Signature

Print or Type Name

Date

2 Seller's Signature

Print or Type Name

Date

☐ Additional Signature Page (F267) is attached.

CLEAN ENVIRONMENT

In early 2016: mold discovered on beams in crawl space under southern addition (not under original part of house).

Cause: incorrect installation of vapor barrier in 1997 when built addition, leading to undetectable moisture that over time was enough to allow growth.

Decision to sanitize entire house.

Vapor barriers and all insulation under the entire house removed.

Crawl spaces, interior of house, heat and air systems and ductwork professionally sanitized and warrantied for 30 years (transferable).

New vapor barriers, insulation, and dehumidifier installed in newly sealed crawl spaces.

Cost: \$16,212

Anabec System

Post Remediation Warranty

Anabec Warranty

Date Received: 3/24/16

Initials: JED

Warranty Number: 10684

This warranty is provided by:

Manufacturer:
Anabec, Inc.
9393 Main Street,
Clarence, NY 14031
716-759-1674
info@anabec.com

Qualified Contractor (Contractor):

& AEMR ENVIRONMENTAL GROUP

Presented to:

Owner:

John & Tor Donleavy
3300 Hwy 106
Holl, GA 30646

Warranty Duration

This warranty extends for the period ending thirty years from the date of application of Anabec's Advanced Cleaning Solution and Anabec's X-70 Plus by an Anabec Qualified Contractor.

What is covered?

The Anabec Advanced Cleaning Solution and Anabec X-70 Plus, when applied by a Qualified Contractor using Anabec's guidelines are effective in the cleaning and protection of unfinished building material surfaces against a broad spectrum of mold and mildew. If mold re-growth does occur on these treated surfaces, Anabec, Inc. (and/or the Contractor) reserves the right to investigate the root cause to determine if the warranty claim is valid. Investigation of the claim may include an inspection of the property, collection of samples and/or testing of building materials. If a claim is deemed valid Anabec, Inc., at its discretion, will work with the Qualified Contractor to retreat with Anabec System products or replace the affected surfaces. Anabec will provide products for the re-treatment or repair of the affected areas and the contractor will cover labor costs. The owner is under no financial obligation.

Property Owner Obligations

The Anabec products are not an alternative to good housekeeping and maintenance practices and it is the property owner's obligation to insure there are no pipe leaks, high humidity levels, moisture intrusion, etc. The owner's obligations are:

- The Owner will maintain treated surfaces in accordance with general good housekeeping and insure treated areas are kept dry.
- The Owner is responsible for making immediate repairs when necessary to stop water intrusion in treated areas, interior areas, and roof or exterior walls to stop any moisture intrusion. Failure to recognize and repair such conditions will render the warranty void.
- The Owner shall at all times maintain environmental control of the indoor air by ensuring a consistent relative humidity of 65% or below and sufficient ventilation in all indoor spaces. Shutting down the HVAC system for any extended period of time has adverse effects on the indoor building materials and will render the warranty void.
- Any claims of the terms of this warranty must be made immediately with verbal communication and in writing directly to Anabec, Inc. and the Anabec Qualified Contractor within 7 days of discovery of any mold re-growth on the surface.

Anabec Qualified Contractor Obligations

- Anabec Advanced Cleaning Solution and Anabec X-70 Plus must be applied according to Anabec's General Instructions and industry accepted standards for mold remediation.
- Anabec Trained Technicians must be used for all applications of the Anabec products.
- Competitive brand products cannot be used or mixed with Anabec System Products.
- The material on which Anabec Products are to be applied must be structurally sound and compatible with the Anabec products.
- Quantitative pre and post application surface testing must be performed for all mold remediation project according to the requirements in the General Instructions.
- Submit the completed Warranty Paperwork to Anabec, Inc. within 3 weeks of project completion.
- The Contractor will maintain the insurance coverage throughout the duration of the project to include at a minimum of \$1 million in General and \$1 million in Pollution Liability with a mold rider. Proof of this insurance must be on file at Anabec's corporate office.
- Upon notification of a warranty claim the Contractor will investigate the claim as soon as reasonably possible and share all findings with Anabec, Inc.

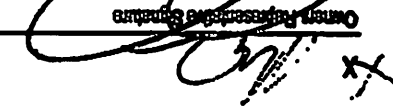
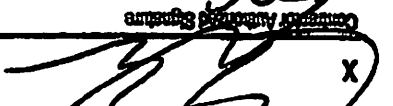
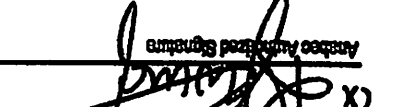
Transferability

Upon change in ownership it is the responsibility of the new property owner to contact Anabec, Inc. Anabec, Inc. will either contact the Environmental Consultant involved in the project or contact the Anabec Qualified Contractor for a complete re-inspection of the building and new surface testing. We reserve the right to charge an appropriate fee for this service. The warranty will cover the remaining years of the original warranty signed by Anabec, Inc.

What isn't Covered
If any of the following conditions are determined to be present or to have been present since the initial treatment during the investigation phase or remediation phase of the project ANABEC, Inc. will consider the claim invalid.
• Failure of building integrity allowing water intrusion or the building materials to be exposed to the elements.
• Failure to properly maintain a conditioned indoor environment.
• Structural modification, repair, removal or replacement of treated areas.
• Evidence of flooding, storm damage or other uncontrollable acts of God.

TERMS OF AGREEMENT

- a) Reservation. ANABEC, Inc. reserves the right to refuse to issue a warranty due to: structural problems with the property, environmental conditions within the property, incomplete warranty paperwork, poor laboratory test results or any reason deemed appropriate.
- b) Health, Indoor or environmental quality is highly complex and effected by many factors. Each individual has different sensitivities to pollutants, potential levels or environmental conditions. Individuals with pre-existing allergic conditions, respiratory problems or other symptoms should always consult a competent physician or allergist. ANABEC, Inc. cannot and does not warrant against individual health problems.
- c) Liability. Liability under this agreement will be terminated if ANABEC, Inc. is prevented from fulfilling its responsibilities under the warranty due to reason of delay(s) in transportation, shortages of fuel, and/or materials either, embargo's, fires, floods, quarantines, restrictions, earthquakes, hurricanes, or any other act of God or circumstances or causes beyond the control of ANABEC, Inc.
- d) Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between ANABEC, Inc. and the owner and supersedes any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by all parties.
- e) No Waiver. The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
- f) Governing Law. This Agreement shall be construed and enforced according to the laws of the State of New York and any dispute under this Agreement must be brought in this venue and no other.
- g) Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Owner Representative Signature  _____ Name, Title Date	Contractor Authorized Signature  _____ Name, Title Date	ANABEC Authorized Signature  _____ Name, Title Date
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WARRANTY IS NOT VALID UNLESS SIGNED BY OWNER, CONTRACTOR AND ANABEC, INC.

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Seller's Property Disclosure Statement.

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

Additional Signature Page (F149) ☐ is ☐ is not attached.

SELLER'S REPRESENTATION REGARDING THIS STATEMENT

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property

1 Seller's Signature

Print or Type Name

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F149) ☐ is ☐ is not attached.