

**REAL ESTATE
PURCHASER DISCLOSURE ACKNOWLEDGMENT**

Date: _____ **Property Address:** _____
Assessor's Parcel #: _____ **Township/County/State:** _____
Legal Description: _____

The undersigned (the "Purchaser") has purchased the above-identified parcel of real property (the "Property"), and hereby acknowledges and represents the following:

PROPERTY INSPECTION/RESCISSION: WAIVER

PURCHASER HAS BEEN GIVEN THE RIGHT TO PHYSICALLY INSPECT THE PROPERTY AND TO INVESTIGATE THE PHYSICAL CONDITION, ACCESS, USABILITY AND SUITABILITY FOR THE PURCHASER'S INTENDED USE FOR THE PROPERTY. PURCHASER HAS EITHER (1) INSPECTED AND/OR INVESTIGATED THE PROPERTY, OR (2) BEEN GIVEN ADEQUATE OPPORTUNITY TO DO SO AND HAS CHOSEN NOT TO DO SO, AND HEREBY WAIVES THEIR RIGHT TO INSPECT THE PROPERTY AND THE RIGHT UPON SUCH INSPECTION TO RESCIND THE PURCHASE AGREEMENT.

PURCHASER'S INITIAL(S): _____

"AS-IS" SALE

PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER WITH RESPECT TO THE PROPERTY, WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY.

PURCHASER'S INITIAL(S): _____

TITLE AND RECORDS SEARCH

PURCHASER ACKNOWLEDGES THAT THE SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY WARRANTIES, COMMITMENTS OR GUARANTEES AS TO THE TITLE OF THE ABOVE MENTIONED PROPERTY. PURCHASER ACKNOWLEDGES THAT SELLER IS NOT PROVIDING A TITLE COMMITMENT FOR THE PROPERTY AND FURTHERMORE, PURCHASER HAS BEEN ADVISED BY THE SELLER TO OBTAIN A TITLE COMMITMENT FROM A TITLE COMPANY. PURCHASER HAS DETERMINED BY THEIR OWN DUE DILIGENCE THAT THE TITLE TO THE ABOVE MENTIONED PROPERTY IS CLEAR OF ANY LIENS, ENCUMBRANCES, MORTGAGES OR ANY OTHER ENCROACHMENT THAT WOULD OTHERWISE CAUSE A TITLE DISPUTE IN THE FUTURE. PURCHASER WILL NOT HOLD SELLER LIABLE FOR ANY TITLE DISPUTE THAT MAY ARISE IN THE FUTURE AS A RESULT OF EITHER THE SELLER'S OR THE PURCHASER'S NEGLIGENCE OR LACK OF RESEARCH ON THE TITLE OF THE ABOVE MENTIONED PROPERTY.

PURCHASER'S INITIAL(S): _____

SOIL EVALUATION – WASTE WATER SYSTEMS

PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT PERFORMED A SITE AND/OR SOIL EVALUATION, INCLUDING A PERCOLATION TEST, OF THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO SUITABILITY OF THE PROPERTY FOR INSTALLATION OF A CONVENTIONAL SEPTIC TANK AND/OR DISPOSAL FIELD SYSTEM.

PURCHASER’S INITIAL(S): _____

SURVEY WAIVER

PURCHASER ACKNOWLEDGES THAT THE SELLER HAS PROVIDED ADEQUATE OPPORTUNITY FOR THE PURCHASER TO OBTAIN A SURVEY SHOWING THE EXACT DIMENSIONS OF THE PROPERTY AND THE LOCATION OF ALL IMPROVEMENTS ON IT. PURCHASER HAS EITHER CONDUCTED A SURVEY ON THE PROPERTY OR BEEN GIVEN ADEQUATE OPPORTUNITY TO DO SO AND HAS CHOSEN NOT TO OBTAIN A SURVEY. PURCHASER WILL TAKE FULL RESPONSIBILITY FOR ANY RISKS ASSOCIATED WITH THE PROPERTY BOUNDARY AND LAYOUT ISSUES THAT A SURVEY MIGHT DISCLOSE, INCLUDING: THE SIZE AND LOCATION OF THE PARCEL(S), THE PROPERTY BOUNDARY LINES, THE LOCATION OF ANY AND ALL BUILDING(S) AND ENCROACHMENT(S), DIMENSIONAL ERRORS, ERRORS IN LEGAL DESCRIPTIONS AND SETBACK ERRORS.

PURCHASER’S INITIAL(S): _____

RELEASE OF LIABILITY

PURCHASER ACKNOWLEDGES THAT SELLER IS NOT ACTING AS A REAL ESTATE AGENT OR BROKER AND THAT PURCHASER IS NOT RELYING ON SELLER TO REPRESENT PURCHASER’S BEST INTERESTS WITH REGARD TO THIS TRANSACTION. SELLER HAS INFORMED PURCHASER OF ALL KNOWN RISKS ASSOCIATED WITH PURCHASING THIS PROPERTY AND PURCHASER HEREBY RELEASES AND FOREVER DISCHARGES SELLER, THEIR AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS, SUITS, CHARGES, CAUSES OF ACTION, JUDGMENTS, REQUIREMENTS, ACCOUNTS RECEIVABLE, EXECUTIONS, ATTACHMENTS, LIENS, LEVIES, DEBTS, DAMAGES, BILLS OR ANY CONTROVERSIES IN LAW, EQUITY, OR ANY MANNER THEREOF, HOWEVER IT ARISES, AND WHETHER SUCH CLAIM IS IN THE PAST, PRESENT OR FUTURE. THIS RELEASE SHALL CONSTITUTE THE FULL EXTENT OF THE RELEASE BETWEEN THE PARTIES AND SHALL NOT BE MODIFIED BY ANY ORAL AGREEMENTS. THIS RELEASE SHALL ALSO BIND BOTH THE PURCHASER’S AND SELLER’S PRESENT AND FUTURE ASSIGNS, HEIRS, AND SUCCESSORS. THIS AGREEMENT WAS DULY WITNESSED AND SHALL CONSTITUTE A FULL AND LEGALLY BINDING RELEASE. THIS RELEASE SHALL BE SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN.

PURCHASER’S INITIAL(S): _____

PURCHASER(S):

Purchaser Signature: Date: _____

Purchaser Signature: Date: _____

Purchaser Signature: Date: _____

SELLER: Landmark Properties, LLC, a Michigan Limited Liability Company

Seller Signature: Date: _____