

**“AS IS” ADDENDUM**

As a material part of the Consideration for this Deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this Deed.

Buyer and Seller agree that Buyer/Grantee is purchasing the property “AS IS” and that the above paragraph will be included in the deed and acknowledged by Buyer/Grantee.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

"AS IS" ACCEPTANCE. AS A MATERIAL PART OF THE CONSIDERATION FOR THE TRANSACTION CONTEMPLATED UNDER THIS CONTRACT, PURCHASER AND SELLER EXPRESSLY STIPULATE AND AGREE THAT PURCHASER SHALL ACCEPT THE PROPERTY "AS IS" AND "WITH ALL FAULTS," WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY INTENDED USE OR PURPOSE, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC MATERIALS IN OR ON THE LAND OR ANY OTHER ENVIRONMENTAL CONDITION OF THE LAND, THE AVAILABILITY OF UTILITIES OR OTHER SERVICES TO THE LAND, THE WORKMANSHIP OR MATERIALS USED IN THE IMPROVEMENTS ON THE PROPERTY, OR THE PRESENT OR FUTURE INCOME THAT MAY BE GENERATED FROM THE PROPERTY, OTHER THAN WITH RESPECT TO THE WARRANTY OF TITLE SELLER AGREES TO DELIVER IN THE DEED REQUIRED UNDER THE PROVISIONS OF THIS CONTRACT AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED WITHIN THIS CONTRACT. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY, BUT IS RELYING SOLELY UPON ITS INVESTIGATION AND EXAMINATION OF THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT THIRD PARTIES HAVE PREPARED CERTAIN OF THE MATERIALS DELIVERED TO PURCHASER PURSUANT TO THIS CONTRACT AND SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF SUCH MATERIALS. THE PROVISIONS OF THIS PARAGRAPH 3.E SHALL SURVIVE THE CLOSING AND THE DELIVERY OF SUCH DEED.