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SAN JUAN COUNTY BOARD OF REALTORS®

DISCLAIMERS AND INFORMATION

This Disclaimer and Disclosure Statement involves certain real property located at 3401 N Butler Ave 107 Farmington NM 87401. And relates to the sale of __Residential ✘Commercial __Vacant Land __Farm and Ranch property.

Buyer and Seller agree as follows:

Ponds, Springs, and Ground Water: Sellers and Brokers make no representation or warranty concerning the condition or longevity of any ponds, springs, or groundwater on the property, or the property owners' legal right to the use of such water. Buyer is advised to consult the State Engineer's Office**.**

Soil Conditions: Expansive soils do exist in San Juan County, and may require special foundation engineering (new construction) in order to minimize future settling/cracking. Existing homes may be subject to settling and cracking. Buyer hereby releases Brokers and Sellers from any liability whatsoever for soil conditions on sites being purchased for new construction or soil conditions impacting existing structures. Buyer is advised to retain third party experts to test the soil of any site purchaser is purchasing to build on and/or a structural engineer to evaluate an existing structure.

Improper Drainage and/or Underground Water: Underground water may occur naturally (underground springs, streams) or may be caused by irrigation, on site or off site. The course of underground water is impacted by the geology of the area, as well as the contour of the land. Underground water as well as improper site drainage can result in wet or moist conditions under and around a structure. Water under and around a foundation may cause structural damage and may possibly create conditions conducive to mold. Buyer is advised to retain third party experts to inspect and advise on the existence of such water, its source, and remediation. Buyer hereby releases Brokers from any liability whatsoever for drainage and/or underground water issues impacting properties listed or sold. Buyer and Seller agree to indemnify, defend and hold Brokers harmless in the event water damage from such sources has occurred or occurs in the future.

In-ground Duct Systems: Structures with concrete slab floors may have in-ground ducting for central forced air heat delivery. This ductwork may disintegrate with age and moist soil conditions. Buyer is advised to retain third party experts to inspect and advise on the condition of in-ground ductwork. Buyer and Seller hereby agree to indemnify, defend and hold Brokers harmless in the event of disintegrating ductwork.

Public/Private Utilities: Seller and Buyer acknowledge that Brokers will not be investigating the status of availability of public or private utilities, including, but not limited to electric, sewer, natural gas, water, telephone, television cable service and internet. Seller and Buyer agree to indemnify, defend, and hold Brokers harmless as to the availability and cost of these services. When purchasing building or manufactured home lots, Buyer is advised to consult the appropriate municipal/county authority as to impact or extension fees. Seller and Buyer agree to hold Brokers harmless as to the existence and amount of such fees.

Buyer is advised to review title commitment and/or title policy carefully. All or a portion of the minerals existing on or under your land may belong to someone else (Mineral Estate). If so, that person has a right of access to the mineral estate through your surface estate. Please consult your legal advisors concerning your rights or responsibilities as the owner of the surface estate and any other issues in this regard, including road easements, pipeline rights-of-way and/or "free gas" (which may or may not be available to you as the owner of surface).

San Juan County Board of REALTORS® (SJCBR) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release SJCBR, the real estate brokers and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

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Unless otherwise provided in the Purchase Agreement, Buyer acknowledges that Buyer will independently investigate and that Seller and Brokers make no representation or warranty as to the following items:

Governmental Restrictions and Requirements: zoning restrictions and compliance, building code compliance and permit status; whether the property is affected by the National Historic Preservation Act; whether the property is a wetland as defined by federal law.

Private Restrictions: reservations, restrictive covenants, easements, and homeowners' association rules, if any; whether improvements have been approved by applicable design board review, planning committee or architectural control committee.

Potentially Problematic Structural Components: pvc piping, polybutylene piping, in-floor heat piping, aluminum electrical wiring, synthetic stucco.

Environmental Problems: asbestos, PCB's, radon, lead based paint, electromagnetic fields from high voltage power lines.

Surveys and Location Reports

Surveys: A survey is conducted by a licensed surveyor. It measures a tract of land and its boundaries and contents. A map or drawing indicating the results of the surveyor's work may be prepared and provided to the party requesting the survey. There are several types of survey available:

1) Metes and Bounds Survey is used to provide the exact, written legal description of the property.
2) Staked Boundary Survey is the actual measurement of the property and the staking (marking) of the corners of the boundary.
3) Flood Plain Designation determines if any part of the property is located within a designated flood plain area.
4) American Land Title Association Survey (ALTA) is the most detailed and comprehensive survey available that shows the detail of all improvements, easements and possible encumbrances to the surveyed property. This survey is insured as an endorsement to the Title Insurance Policy.

Survey accuracy will not be verified by Brokers. Further, Brokers will not determine or verify land measurements, boundaries or contents, nor verify their accuracy. Buyer is advised to obtain an independent survey prepared by a licensed surveyor.

Improvement Location Report (ILR): Is a visual verification designed to check for encroachments on the property inspected. This inspection report includes a diagram of the property showing improvements such as buildings and fences. This report is often required by lenders to check for possible encroachments on the property being collateralized. **The accuracy of the ILR will not be verified by Brokers. Further, Brokers will not verify the location of improvements, nor the existence of any encroachments. Buyer is advised to obtain an independent ILR.**

Buyer and Seller agree to indemnify, defend, and hold Brokers harmless as to all above discussed/listed items and issues. Brokers are not qualified to answer questions or advise on the item/issues referred to in this document. Buyer is hereby made aware of these items/issues and is advised to do own investigation to satisfy Buyer requirements. Buyer is encouraged to seek an attorney's advice and/or opinion regarding these matters.

George D Fagundes	11/10/26	Linda V Fagundes	11/10/26
Seller George D Fagundes	Date	Seller Linda V Fagundes	Date
Buyer	Date	Buyer	Date

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