

**REAL ESTATE DISCLOSURE  
NOTICE TO BUYERS AND SELLERS  
(LOTS & ACREAGE)**

LOT'S 1, 6, & 10-40 PEAKVIEW SUBD.  
LOT'S 4A, 4B, 5A, 5B, 7A, 7B, 8A, 8B, 9A & 9B PEAKVIEW REPLAT NO. 1

Legal

CLOYD MOSER  
Statewide Real Estate Services

Please be advised that Statewide Real Estate Services whether the selling agent, the listing agent, or both in this particular transaction, has a responsibility to both the Seller and the Buyer of the real estate involved to make reasonable inquiry into the condition and circumstances of the property being sold and to disclose any adverse conditions to the property. This obligation is imposed by the National Association of Realtors' Code of Ethics as well as Alaska Law.

This document is to advise you that Statewide Real Estate Services has requested the Seller to disclose below any and all problems or adverse conditions with the property. Statewide Real Estate Services **DISCLAIMS ANY RESPONSIBILITY FOR THE SELLER'S FAILURE TO DISCLOSE THESE CONDITIONS. SELLER AND BUYER ARE EACH RESPONSIBLE FOR FULL DISCLOSURE OF TERMS AND CONDITIONS OF SALE ON THIS FORM AND/OR IN THE EARNEST MONEY AGREEMENT.** Buyer, by signature of this document, acknowledges that he has read the contents of the documents as well as any disclosures made by Seller, and that he accepts the property subject to those problems or conditions disclosed by the Seller.

Buyer understands and acknowledges that neither Seller nor Seller's agent has represented or identified the lot corners. Buyer accepts sole responsibility for identifying and locating the corners of the lot. Buyer understands and acknowledges that neither Seller nor any agent of the Seller has made any warranties or representations, either express or implied, as to the condition of the property. Buyer acknowledges that he has been afforded an opportunity to inspect the lot or acreage and acknowledges that by virtue of closing on the agreement to purchase, Buyer accepts the property as acceptable in all respects as is, all defects accepted, as of the time of sale.

(CHECK ONE)

Buyer acknowledges and understands that Seller and Seller's agents have indicated that, to their knowledge, ( there are or may be) ( are not) buried fuel tanks on the premises. Current DEC and EPA regulations may or may not affect the property if buried fuel tanks are located on the property. Buyer assumes all responsibility for any and all costs associated with clean up required by current or future DEC/EPA regulations. Seller makes no representations regarding future regulations and Buyer accepts property as-is, all conditions accepted, with regard to any and all buried fuel tanks.

Should problems or disputes arise between the parties which involve allegations or non-disclosure of defective conditions or problems with the property, both parties, Buyer and Seller, agree as a part of the agreement between them to hold harmless Statewide Real Estate Services, together with its principals, agents and employees from claims for failure to make inquiry or to disclose defective conditions or problems with the property.

Please initial:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

**LEGAL DESCRIPTION: LOTS 1, 6, & 10-40 PEAKVIEW SUBD.  
LOTS 4A, 4B, 5A, 5B, 7A, 7B, 8A, 8B, 9A & 9B PEAKVIEW REPLAT NO. 1**

To be signed by Seller:

I have read the above representations presented to me by Statewide Real Estate Services and I agree that they shall become part of the agreement between Buyer and Seller. I further represent that no conditions, except those itemized below, exist which constitute a defect in the property which I am selling and I further warrant that I have disclosed all conditions of the problems with the property of which I am aware and I have placed them in writing in this document.

SELLER TO CHECK APPLICABLE BOX BELOW:

(CHECK ONE)

To my knowledge, there ( ) are) (X are not) problems with any of the following characteristics regarding my property: Drainage, easements, pending assessments, access, (legal and physical) liens, availability of water for domestic wells, availability of electrical power and telephone.

Itemization of any defects or adverse conditions by Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller

*[Signature]*  
Pres. Gds  
Member

Date

*2-29-08*

Seller

Date

Be advised, that there are land use and building regulations in the Borough in which you are purchasing. **PRIOR TO MAKING ANY IMPROVEMENTS OR ADDITIONS**, it is imperative that you become aware and knowledgeable of these regulations to your real property.

In some cases permits are required. Borough staff are available to assist you in determining whether any Borough regulations apply to your activity and help you comply with those laws. It is the sole responsibility of you, the Buyer/Owner to obtain copies of, and or comply with, existing Borough land use and building regulations.

I acknowledge that I have read the above document which was presented to me by Statewide Real Estate Services and that I understand that I am buying this property subject to the above conditions set out in this agreement and that Statewide Real Estate Services has been advised by the Seller that there are no other defective conditions. I also acknowledge that I have made a thorough inspection of the property and that I am willing to buy the property subject to those items. I therefore waive any and all claims I may have against Statewide Real Estate Services pertaining to misrepresentations arising from my purchase of this property. Finally, I agree that all terms of this sale are included in this document and/or in the earnest money agreement.

Buyer

Date

Buyer

Date