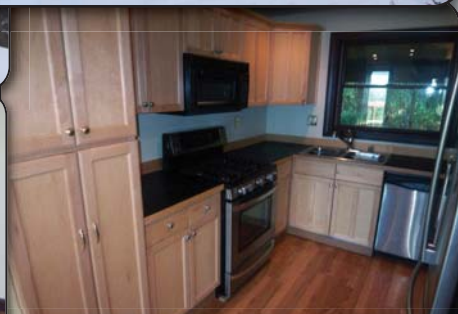


17801 Steamboat Drive



MLS 11-14599

**3 Bedrooms • 2.25 Baths
2 Car Garage • 2,123 Sq. Ft.**

\$374,900


Unobstructed views of the inlet and city from all rooms and wrap around deck. Horseshoe driveway and natural landscaping give all the privacy of living in the country. Laminate flooring throughout. Full details, photos, info. package, samples of seller standard forms on listing licensee website. Buyers must prequalify with Wells Fargo Home Mortgage, Ethan Hormann, Anchorage supervisor, 907-444-408.



**Scan
to learn
more**



Niel Thomas
907-244-5648
NThomas@RealS8.com
www.RealS8.com

Address: 17801 STEAMBOAT Drive						
			Listing #	11-14599	Price-List	\$ 374,900
			Status	Active	Near	Anchorage
Zip Code	99516	Type	Residential			
Bedrooms	3	Baths	2.25			
SF-Res	2,123	Carport #	0			
Garage #	2	Latitude	61.060002			
Longitude	-149.757326	Unit #				
Year Built	1982					
MLS Area: 25 - Dearmoun Rd - Potter Marsh Borough/Census Area: 1A - Anchorage Municipality Region: 1 - Southcentral Alaska Region Builder Name & Co: Zoning: R6 - Suburban Residential						
School-Elementary	Bear Valley	School-Middle	Goldenview	School-High	South Anchorage	
SF-Res	2,123	SF-Gar	473	SF-Lot	63,581	
Acres	1.46	LPSqFt\$	176.59	Energy Rating		
Grid # (Muni Anch)	SW3439	Construction Status	Existing Structure	Tax Map #-Mat-Su	N/A	
Tax ID	0201722400001	Taxes	\$ 6,970.04	Tax Year	2011	
Year Built	1982	Year Remodeled		Year Updated		
Remote Description		Foreclosure/Bank Own	Yes			
Directions: E on Rabbit Creek Rd, S on Goldenview, E on Bluebell, E on Ashland, S on Rosemont to Steamboat. Legal: MOUNTAINSIDE VILLAGE BLK 3 LT 5 Public Remarks: Full details, photos, info. package, samples of seller standard forms on listing licensee website. Unobstructed views of the inlet and city from all rooms and wrap around deck. Horseshoe driveway and natural landscaping give all the privacy of living in the country. Laminate flooring throughout. Buyers must prequalify with Wells Fargo Home Mortgage, Ethan Hormann Anchorage supervisor, 907-884-8840						
Residential Type: Single Family Res Association Info: Dues-Frequency: Monthly Construction Type: Wood Frame Exterior Finish: Wood Roof Type: Metal Foundation Type: Concrete Block Floor Style: Two-Story Tradtnl Garage Type: Attached; Heated Carport Type: None		Heat Type: Forced Air Fuel Type: Natural Gas Sewer Type: Septic Water-Type: Private Well Dining Room Type: Area Access Type: Dedicated Road; Gravel; Maintained View Type: City Lights; Inlet; Mountains; Unobstructed Topography: Hilly; Rolling; Steep Wtrfrnt-Frontage: None		Wtrfrnt-Access Near: None New Finance (Terms): AHFC; Conventional; FHA; Other - See Remarks; VA Mortgage Info: EM Minimum Deposit: 3,500 Docs Avl for Review: Docs Posted on MLS; Well & Septic Test		
Features-Interior: Dishwasher; Disposal; Electric; Family Room; Fireplace; Range/Oven; Refrigerator; Telephone; Washr&/Or Dryer Hkup; Window Coverings; Wood Stove; BR/BA on Main Level; CO Detector(s); Vaulted Ceiling; Laminate Flooring; Smoke Detector(s) Features-Additional: View; Covenant/Restriction; Deck/Patio; Fire Service Area; Road Service Area; In City Limits; DSL/Cable Available; Cable TV						
Room Name	Room Level	No. of Rooms	Room Name	Room Level	No. of Rooms	
Dining Room	1	1	Bath-Full	2	1	
Family Room	1	1	Bath-Half	1	1	
Kitchen	1	1	Master Bedroom	1	1	
Living Room	1	1	Bedroom	2	2	
Utility Room	1	1				
Extra Room	2	1				
Master Bath	1	1				
LO: Coldwell Banker Best Properties						
LO2: Coldwell Banker Best Properties						

All information is deemed reliable, but is not guaranteed. Interested parties are advised to independently verify all information contained herein.

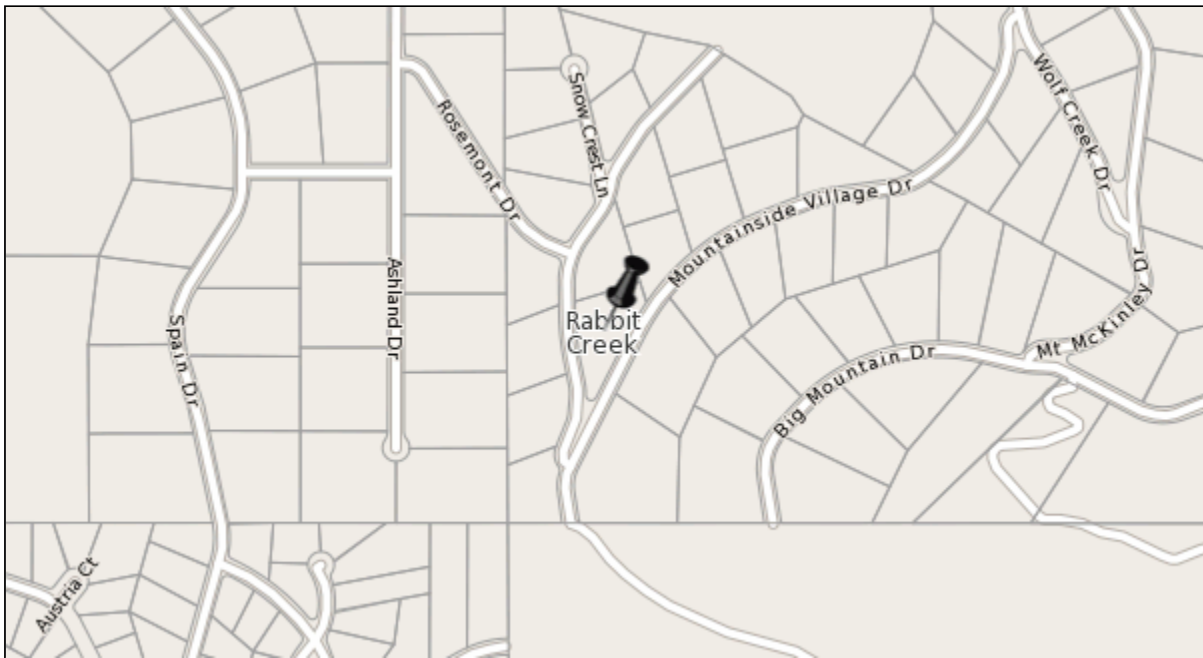
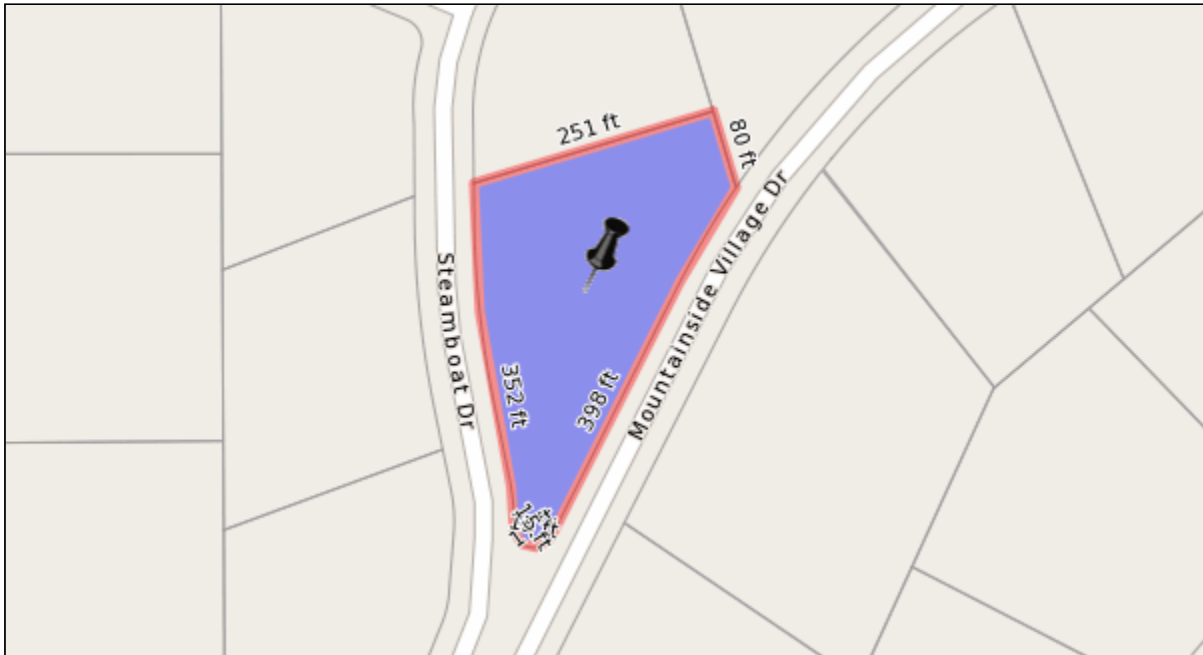
© 2011 [MLS](#) and [FBS](#).

Prepared by Niel Thomas, ABR,CCIM,CRS on Friday, December 02, 2011 2:52 PM

The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Street Map

17801 Steamboat Drive Anchorage, AK 99516





GARNESS ENGINEERING GROUP, Ltd.

CONSULTANTS & GENERAL CONTRACTORS

3701 E. Tudor Rd, Suite 101 Anchorage, AK 99507-1259

Phone: (907) 337-6179 Fax: (907) 338-3246

INVOICE

INVOICE # 5956

DATE: 10/11/11

DUE: Due on receipt



BILL TO:

Niel Thomas
17801 Steamboat Drive
Anchorage, AK 99516

PROJECT:

Audun & Susanna Mikkelson

DESCRIPTION	HRS/QTY	RATE	AMOUNT
Water Hauls for Pre-Soak & Septic Test			600.00
Well & Septic Testing and Preparation of COSA Paperwork or Engineering Letter		950.00	950.00
Drainfield Presoak.		400.00	400.00
Lab Fees: MOA COSA.		200.00	200.00
Lab Fees: coliform Re-pull of sample		125.00	125.00
Septic Tank Pumping			224.25
MOA Processing Fee: COSA for Existing Home with No Septic System Upgrade		490.00	490.00
Mountainside Village B3 L5:Audun & Susanna Mikkelson			

Invoice Total: \$2,989.25

Payments: \$0.00

Balance Due: \$2,989.25

Thank you for your business!

All invoices over 30 days old are assessed late fee charges of 0.875% per month, beginning from the invoice date. A property lien will be filed if the invoice remains unpaid after 60 days. There is a \$150.00 charge for the filing and releasing of the lien.



Municipality of Anchorage Development Services Department

Building Safety Division
On-Site Water & Wastewater Program
4700 Elmora Road
P.O. Box 196650
Anchorage, AK 99519-6650
www.muni.org/onsite
(907) 343-7904



CERTIFICATE OF ON-SITE SYSTEMS APPROVAL FOR A SINGLE FAMILY DWELLING

Parcel I.D. 020-172-24

COSA# OSC 111401

Expiration Date: 1-24-12

1. GENERAL INFORMATION

Complete legal description MOUNTAINSIDE VILLAGE; BLOCK 3, LOT 5

Location (site address) 17801 STEAMBOAT DRIVE *ANCHORAGE, AK 99516

Current Property owner(s) AUDUN & SUSANNA MIKKELSON Day phone C/O AGENT

Mailing address 17801 STEAMBOAT DRIVE *ANCHORAGE, AK 99516

Lending agency _____ Day phone _____

Mailing address _____

Real Estate Agent BETHANY STAMPER W/COLDWELL BANKER Day phone 360-2455

Mailing address 401 E. NORTHERN LIGHTS AVE. #100 *ANCHORAGE, AK 99503

Unless otherwise requested, COSA will be held by DSD for pickup.

2. NUMBER OF BEDROOMS: 3

3. TYPE OF WATER SUPPLY:

- Individual Well
- Individual Water Storage
- Community Class _____ Well
- Public Water System

TYPE OF WASTEWATER DISPOSAL:

- Individual On-site
- Individual Holding tank
- Community On-site
- Public Sewer

The Municipality of Anchorage Development Services Department (DSD) Issues Certificates of On-Site Systems Approval (COSA) based only upon the representations given in paragraph 4 by an independent professional civil engineer registered in the State of Alaska. Certificates of On-Site Systems Approval are required for the transfer of title (except between spouses) for properties served by a single-family on-site wastewater disposal and/or water supply system. DSD also issues COSAs upon request to homeowners. Certificates of On-Site Systems Approval are valid for 90 days from the date of issue for properties served by a private or Class C well and may be reissued with new water samples. (Certificates may be reissued for a period of up to one year with valid water samples.) Certificates are valid for one year for properties served by Class A or B wells or a public water system. The Municipality of Anchorage is not responsible for errors or omissions in the professional engineer's work.

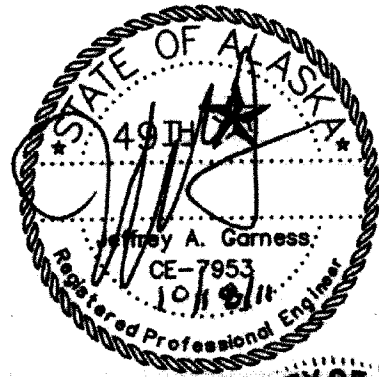
4. STATEMENT OF INSPECTION BY ENGINEER

As certified by my seal affixed hereto and as of the validation date shown below, I verify that my investigation, based on procedures outlined in the Certificate of On-Site Systems Approval Guidelines for this application, shows that the on-site water supply and/or wastewater disposal system is (are) safe, functional and adequate for the number of bedrooms and type of structure indicated herein. I further verify that based on the information obtained from the Municipality of Anchorage files and from my investigation and inspection, the on-site water supply and/or wastewater disposal system is(are) in compliance with all applicable Municipal and State codes, ordinances, and regulations in effect at the time of installation.

Name of Firm GARNES ENGINEERING GROUP, Ltd. Phone 337-6179
 Address 3701 E. TUDOR ROAD, SUITE 101 * ANCHORAGE, AK 99507
 Engineer's Printed Name JEFFREY A. GARNES, P.E. Date 10/18/11

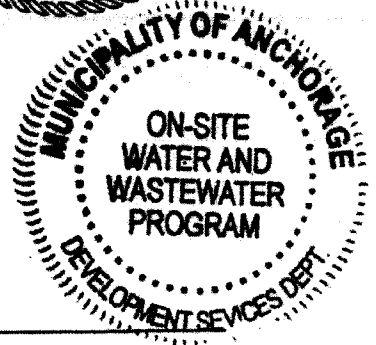
Engineer's Comments:

In conducting this evaluation, GEG, LTD. attempted to provide a thorough, conscientious engineering analysis of the system in accordance with ADEC and MOA DSD Guidelines & Regulations. The reported results described the performance of the system under the conditions encountered at the time of the test, and separation distances measured to readily identifiable features. The operational life of all wells and septic systems depend on the local soils condition, groundwater levels that may fluctuate during the year, and the water usage of the family being served by the system. These conditions are outside the control of the evaluator of the system. Satisfactory test results do not guarantee future performance of the system, nor do they guarantee that there are no hidden defects or encroachments. GEG, LTD. can therefore not provide any warranty or future estimate of how long the system will continue to meet the operational requirements of the ADEC or MOA DSD. The content of this report is for the sole benefit of the owner listed above. Any reliance upon or use of this report by any other person or party is not authorized, nor will it confer any legal right whatsoever.



5. DSD SIGNATURE

Approved for 3 bedrooms.
 Disapproved.
 Conditional approval for _____ bedrooms, with the following stipulations:



Attachments:

COSA Checklist	<input checked="" type="checkbox"/>	Arsenic Advisory	_____
Septic System Advisory	_____	Maintenance Agreements	_____
Well Flow Advisory	_____	Supplemental Engineer's Report	_____
Nitrate Advisory	_____	Other	_____

By: Jeffrey W. Post Original Certificate Date: 10-24-11



Municipality of Anchorage Development Services Department

Building Safety Division
On-Site Water & Wastewater Program
4700 Elmore Road
P.O. Box 196650
Anchorage, AK 99519-6650
www.muni.org/onsite
(907) 343-7904



CERTIFICATE OF ON-SITE SYSTEMS APPROVAL CHECKLIST

Legal Description: MOUNTAINSIDE VILLAGE; BLOCK 3, LOT 5 Parcel ID: 020-172-24

A. WELL DATA

Well type PRIVATE If A, B, or C provide PWSID# N/A Well Log (Y/N) YES
Date completed 11/17/82 Sanitary seal (Y/N) YES Wires properly protected (Y/N) YES
Total depth 293 ft. Cased to BEDROCK ft. Casing height (above ground) 12+ in.

	FROM WELL LOG	AT INSPECTION
Date of test	<u>11/17/82</u>	<u>10/7/11</u>
Static water level	<u>UNK</u> ft.	<u>45</u> ft.
Well production	<u>1</u> g.p.m.	<u>3.17</u> g.p.m.

WATER SAMPLE RESULTS:

Coliform *φ colonies/100 ml. Nitrate 3.68 mg./L. Collected by: GEG, Ltd.
Arsenic: ND ug./L. Date of sample: 10/7/11 5* 10/11/11

B. SEPTIC/HOLDING TANK DATA

*IN CRAWLSPACE

Tank Type/Material SEPTC/STEEL Date installed UNK
Tank size 1000 gal. Number of Compartments 2 Cleanouts (Y/N) YES
Foundation cleanout (Y/N) *YES Depression over tank (Y/N) NO High water alarm (Y/N) N/A
Date of pumping 10/12/11 Pumper McDONALD'S PUMPING

C. ABSORPTION FIELD DATA

*BELOW EXISTING GRADE

Date installed UNK Soil rating (g.p.d./ft² or ft³/bdm) 165 System type TRENCH
Length 36 ft. Width 2 ft. Gravel below pipe 7 ft.
Total depth 13.25 ft. ~~15.25~~ Eff. absorption area 504 ft² Monitoring tube YES Depression over field NO
Date of adequacy test **10/7/11 Results (Pass/Fail) PASS For 3 bedrooms
Fluid depth in absorption field before test 9.5 in. Water added 990 gal. New depth 52.5 in.
Elapsed Time: 120 min. Final fluid depth 31.5 in. Absorption rate >= 450+ g.p.d.
Any rejuvenation treatment (past 12 mo.) (Y/N & type) NONE KNOWN If yes, give date -

**2000 GALLON PRE-SOAK ON 10/6/11.

D. LIFT STATION

Date installed _____ Size in gallons _____ Manhole/Access (Y/N) _____
"Pump on" level at _____ in. "Pump off" level at _____ in. High water alarm level at _____ in.
Datum _____ Cycles tested _____ Meets alarm & circuit requirements? _____

E. SEPARATION DISTANCES

SEPARATION DISTANCES FROM WELL ON LOT TO:

Septic tank/lift station on lot 100'+ On adjacent lots 100'+
Absorption field on lot 100'+ On adjacent lots 100'+
Public sewer main N/A Public sewer manhole/cleanout N/A
Sewer /septic service line 25'+ Holding tank N/A
Animal containment areas 50'+ Manure/animal excrete storage areas 100'+

SEPARATION DISTANCES FROM SEPTIC/HOLDING TANK ON LOT TO:

Building foundation 5'+ Property line 5'+ Absorption field *5'+
Water main N/A Water service line 10'+ Surface water 100'+
Wells on adjacent lots 100'+

SEPARATION DISTANCE FROM ABSORPTION FIELD ON LOT TO:

Property line 10'+ Building foundation 10'+ Water main N/A
Water service line 10'+ Surface water 100'+ Driveway, parking/vehicle storage 1'+
Curtain drain NONE KNOWN Wells on adjacent lots 100'+

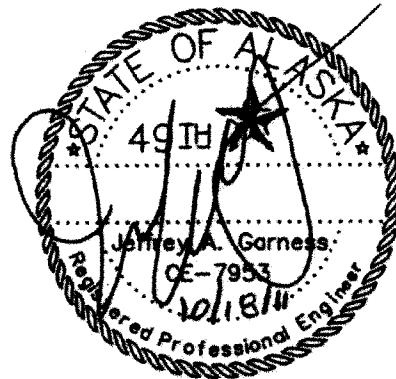
F. COMMENTS

*PER PREVIOUSLY ISSUED HAA. EXACT DISTANCE IS UNABLE TO BE DETERMINED.

G. ENGINEER'S CERTIFICATION

I certify that I have determined through field inspections and review of Municipal records that the above systems are in conformance with MOA COSA guidelines in effect on this date.

Engineer's Printed Name JEFFREY A. GARNES
Date 10/18/11



COSA Fee \$ 490 -

Waiver Fee \$ _____

Date of Payment 10-19-11 chg

Date of Payment _____

Receipt Number 03474G

Receipt Number _____

Frenzel Construction

10819 Corrie Way
Eagle River AK 99577
Phone: (907) 223-6836
frenzelconstruction@gmail.com

Invoice

Date	Invoice #
11/21/2011	1316

Bill To
Coldwell Banker Best Properties Bethany Stamper 401 E. Northern Lights Blvd. Suite 100 Anchorage, AK 99503

Job Name
Health & Safety Repairs 17801 Steamboat Anchorage, AK

Item Code	Description	Quantity	Price	Total
Replace Outlet Cov...	Replace Missing or Broken Electrical Covers	5	10.00	50.00
14 Plumbing	Replace missing toilet seat	1	95.00	95.00
22 Specialty	Replace missing master bathroom mirror	1	375.00	375.00
Install Interior Door	Install Interior Fire Rated Door Into the Attic Area	1	650.00	650.00
Interior Painting	Interior Painting One Coat Primer and Two Coats Paint of the Green Room	1	550.00	550.00
23 Floor Coverings	Re-secure the loose transition strips	1	125.00	125.00
Drywall Hang & Ta...	Drywall Hang and Tape in the furnace room to meet fire code	1	1,250.00	1,250.00
Drywall/Patchwork	Drywall patchwork in the garage to meet fire code	1	350.00	350.00
12 Doors & Trim	Adjust the garage door to ensure it closes properly	1	75.00	75.00
			Total	\$3,520.00

Pay online at: <https://ipn.intuit.com/6j3wkz74>

Frenzel Construction

10819 Corrie Way
Eagle River AK 99577
Phone: (907) 223-6836
frenzelconstruction@gmail.com

Invoice

Date	Invoice #
10/24/2011	1277

Bill To
Coldwell Banker Best Properties Bethany Stamper 3000 C. Street, Suite 101 Anchorage, AK 99503

Job Name
Exterior Painting 17801 Steamboat Anchorage, AK

Item Code	Description	Quantity	Price	Total
Exterior Painting	Exterior Painting Pressure Wash and Scrape all Necessary Areas and Apply One Coat Primer and Two Coats Paint on the House	1	6,550.00	6,550.00
24 Paint	Pressure Wash Exterior Decks and apply two coats of Flood Solid Color Stain	1	3,050.00	3,050.00
			Total	\$9,600.00

Pay online at: <https://ipn.intuit.com/ntgjj8x8>

Frenzel Construction

10819 Corrie Way
Eagle River AK 99577
Phone: (907) 223-6836
frenzelconstruction@gmail.com

Invoice

Date	Invoice #
10/24/2011	1278

Bill To
Coldwell Banker Best Properties Bethany Stamper 3000 C. Street, Suite 101 Anchorage, AK 99503

Job Name
Remove Hot Tub and Repair Decking 17801 Steamboat Anchorage, AK

Item Code	Description	Quantity	Price	Total
22 Specialty	Remove broken hot tub	1	2,150.00	2,150.00
10 Exterior Trim &...	Install stringers and new decking T/M existing to cover up the hole for the sunken hot tub	1	1,650.00	1,650.00
			Total	\$3,800.00

Pay online at: <https://ipn.intuit.com/x6vdbjzm>

CWM Services

9580 Carlson Road
 Anchorage, AK 99507-4324
 907-344-5955

Invoice

Date	Invoice #
10/12/2011	8747

Bill To
Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503

Ship To
17801 Steamboat Anchorage, AK

Terms	Service Date
Due on receipt	10/12/2011

Description	Amount
Removed and replaced cracked garbage disposal.	147.00
Replaced leaking O-rings on the master bathroom lavatory faucet.	55.00
Rebuilt Low profile toilet ballcock in the master bathroom.	65.00
Replaced leaking pop-up drain assembly in the downstairs bathroom left lavatory. Resealed the pop-up drain assembly on the right side lavatory.. Properly repiped leaking drain for both of the sinks.	125.00

Thank you for your business.	Total \$392.00
------------------------------	-----------------------

CWM Services

9580 Carlson Road
 Anchorage, AK 99507-4324
 907-344-5955

Invoice

Date	Invoice #
11/30/2011	8825

Bill To
Coldwell Banker Best Properties Niel Thomas 3000 C Street Suite 101 Anchorage, AK 99503

Ship To
17801 Steamboat Anchorage, AK

Terms	Service Date
Due on receipt	11/29/2011

Description	Amount
Winterize domestic plumbing system. (Average 2.5 bathroom home) Cut and Cap the incoming well line to prevent anyone from turning the water on to the home and to allow for testing of the well and septic, if needed.	260.00 50.00
There is an exterior hose faucet on the deck off of the main level of the home that is frozen and could not be properly winterized. Attempting to thaw the faucet would likely damage the faucet. It is not a frost proof type of faucet. If the faucet is not thawed at time of dewinterization, we will deal with it then.	
Thank you for your business.	Total \$310.00

Please Note: Former Owner Disclosure

The following pages were in an MLS file from a former owner's marketing effort. They are not representations of the current owner, and are included here only "for what it is worth".



State of Alaska Residential Real Property Transfer Disclosure Statement

Prepared in compliance with Alaska Statute (AS) 34.70.010 - 34.70.200

General Information

AS 34.70.010 requires that before the Transferee/Buyer (hereafter referred to as **Buyer**) of an interest in residential real property makes a written offer, the Transferor/Seller (hereafter referred to as **Seller**) must deliver a completed written disclosure form. This disclosure statement is in compliance with AS 34.70.010. It concerns the residential real property* located in the ANCHORAGE Recording District, THIRD Judicial District, State of Alaska.

Legal Description: MOUNTAINSIDE VILLAGE B3 L5

Property Address/City/Other: 17801 STEAMBOAT DRIVE

* Residential real property means any single family dwelling, or two single family dwelling units under one roof, or any individual unit in a multi-unit structure or common interest ownership community whose primary purpose is to provide housing. AS 34.70.200(2) and (3).

AS 34.70.020 provides that if a disclosure statement or material amendment is delivered to the transferee after the transferee has made a written offer, the transferee may terminate the offer by delivering a written notice of termination to the transferor or the transferor's licensee within three days after the disclosure statement or amendment is delivered in person or within six days after the disclosure statement or amendment is delivered by deposit in the mail.
AS 34.70.040(b) provides that if an item that must be completed in the disclosure statement is unknown or is unavailable to the Seller, and if the Seller or Seller's agent has made a reasonable effort to ascertain the information, the Seller may make an approximation based on the best information available to the Seller or Seller's agent. It must be reasonable, clearly labeled as an approximation, and not used to avoid the disclosure requirements of AS 34.70.010 - AS 34.70.200.

All disclosures made in this statement are required to be made in good faith (AS 34.70.060). The Seller is required to disclose defects or other conditions in the real property or the real property interest being transferred. To comply, disclosure need not include a search of the public records, nor does it require a professional inspection of the property.

If the information supplied in this disclosure statement becomes inaccurate as a result of an act or agreement after the disclosure statement is delivered to the Buyer, the Seller is required to deliver an amendment to the disclosure statement to the Buyer. An addendum/amendment form for that purpose may be attached to this disclosure statement. Upon delivery to a buyer, any inspection/reports generated by a purchase agreement of this property automatically becomes an addendum/amendment to the property disclosure.

Exemption for First Sale: Under AS 34.70.120, the first transfer of an interest in residential real property that has never been occupied is exempt from the requirement for the Seller to complete the Disclosure Statement.

Waiver by Agreement: Under AS 34.70.110, completion of this disclosure statement may be waived when transferring an interest in residential real property if the Seller and Buyer agree in writing. Signing this waiver does not affect other obligations for disclosure.

Violation or Failure to Comply: A person who negligently violates or fails to perform a duty required by AS 34.70.010 - AS 34.70.200 is liable to the Buyer for actual damages suffered by the Buyer as a result of the violation or failure. If the person willfully violates or fails to perform a duty required by AS 34.70.010 - AS 34.70.200, the Seller is liable to the Buyer for up to three times the actual damages. In addition to the damages, a court may also award the Buyer costs and attorney fees to the extent allowed under the rules of court.

Seller's Initials sm Date 11/4/10 Property Address 17801 STEAMBOAT DRIVE Buyer's Initials _____ Date _____

Seller's Information Regarding Property

Property Type (check one):

- Single Family Zero Lot Line/Town House Condominium Townhome/PUD
- Duplex (Including Single Family with an Apartment)
- Other (please specify) _____

Do you currently occupy the property? Yes No If Yes, how long? _____

If not a current occupant, have you ever occupied the property? Yes No If so, when? _____

Year Property Built: Unknown If property was built prior to 1978, or if Seller has any knowledge of lead-based paint, Seller must complete Disclosure of Information and Acknowledgment of Lead-based Paint and/or Lead-based Paint Hazards in accordance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (also known as Title X) and provide Buyer with the "Protect Your Family From Lead in Your Home" pamphlet. The pamphlet can be found on the Internet at <http://www.epa.gov/lead/leadprot.htm>.

Construction Overview: Wood Frame Manufactured Modular Other: _____

Foundation: Masonry Block Poured Concrete Piling Treated Wood Other: Unknown

Name of original builder (if known): Unknown

Property Features:

Check all items that are built-in and will remain with the property. **Also ...**
Circle those checked items that have known defects or malfunctions. **Also ...**
Describe the defect or malfunction on the Addendum/Amendment(s) To The Disclosure Statement.

- | | | |
|--|---|---|
| <input type="checkbox"/> Cooktop | <input checked="" type="checkbox"/> Wood Stove(s) # of _____ | <input type="checkbox"/> T.V. Antenna |
| <input type="checkbox"/> Oven(s) # of _____ | <input checked="" type="checkbox"/> Jetted Tub | <input checked="" type="checkbox"/> Satellite Dish |
| <input checked="" type="checkbox"/> <u>Rods & Blinds</u> in closet | <input checked="" type="checkbox"/> Hot Tub <input checked="" type="checkbox"/> Cover | <input checked="" type="checkbox"/> Window Screens |
| <input checked="" type="checkbox"/> Microwave(s) # of _____ | <input type="checkbox"/> Steam Shower Room | <input type="checkbox"/> Security System |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Water Softener | <input type="checkbox"/> Smoke Detector(s) # of _____ |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Water Filtering System | <input type="checkbox"/> CO Detectors # of _____ |
| <input checked="" type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Greenhouse <input type="checkbox"/> Attached <input type="checkbox"/> Detached | <input type="checkbox"/> Fire Alarms |
| <input type="checkbox"/> Instant Hot Water Dispenser | <input type="checkbox"/> Ventilating System | <input type="checkbox"/> Auto Garage Door Opener(s)
of Opener(s) _____ |
| <input type="checkbox"/> Central Vacuum Installed | <input type="checkbox"/> Heating System | <input type="checkbox"/> Built-In Refrigerator |
| <input type="checkbox"/> Intercom | <input type="checkbox"/> Storage Shed(s) # of _____ | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Paddle Fan(s) # of _____ | <input type="checkbox"/> Built-In Barbecue | |

Comments: Refrig, stove, water softener, Hot water Heater

Structural Components:

Circle only those items that have known defects, malfunctions, or have had major repairs performed within the last five years. **Also ... Describe** the defect, malfunction, or repair on the Addendum/Amendment(s) To The Disclosure Statement.

- | | | | | |
|--------------------|------------------|------------------------------|-------------------------|--------------------------|
| - Fences/Gates | - Rain Gutters | - Insulation | - Electrical Systems | - Electronic Air Cleaner |
| - Driveways | - Exterior Walls | - Woodstove(s)
of _____ | - Sewage Systems | - Heat Recovery |
| - Private Walkways | - Interior Walls | - Fireplace(s)
of _____ | - Water Supply | - Ventilator System |
| - Retaining Walls | - Floors | - Gas Starter | - Garage | - Swimming Pool |
| - Foundation | - Ceilings | - Chimneys | - Garage Floor Drain | - Mechanical |
| - Crawl Space | - Doors | - Plumbing Systems | - Carport | - Filtration |
| - Roof | - <u>Windows</u> | - Heating Systems | - Washer/Dryer Hook-ups | - Pool Cover |
| - Patio/Decking | - Skylights | - Solar Panels | - Humidifier | - Hot Water Heater |
| - Slabs | - Venting | - Wind Generators | - Air Conditioner | |

Other items not covered above? We replaced all windows & patio Doors

Comments: none

x SM AK Date 1/8/11 Property Address 17401 Steamboat Dr. Anchorage AK Buyer's Initials AK Date _____
 98-4229 (Rev. 7/08) 2- 99516

Documentation: Check the documents for the subject property that the seller has available for review:

- Engineer/Property/Home Inspection Report(s)
- Title Information
- As-Built Survey
- Certificate of Occupancy or PUR-102
- Deed Restrictions
- Other _____
- Written Agreements with Adjacent Property Owners
- Energy Rating Certificate or PUR-101
- Resale Certificate
- Water Rights Certificate
- Subdivision Covenants/Restrictions
- Party Wall Agreement
- Lease/Rental Agreement
- Soils Test
- Well Log and Water Tests
- Hazardous Materials Test(s)
- Other _____

Additional Information:

Supply information for the following items:

To the best of your knowledge, has the property been inspected by an engineer/home inspector in the last 5 years? Yes No

Drainage:

- Are you aware of ever having any water in the crawl space, basement, or lower level?
If Yes, how has the problem been resolved? _____
- Sump Pump(s) Curtain Drain Rain Gutter/Extension Other _____
- When was problem resolved? _____
- Location of each sump pump: _____
- To where does the water drain after it leaves the sump pump? _____
- If gutters, where do downspouts discharge? _____
- Is there a floor drain in the structure, including garage?
If Yes, where is it located and where does it drain to? middle of floor

Roof or Other Leakage:

- Type: Asphalt/Composition Shingle Cedar Shake Built-up Metal Other _____
- Age: _____ years. Location of attic access? _____
- Are you aware of any ice damming on the roof?
If Yes, provide location. _____
 - Are you aware of any water leaking into the home? i.e., windows, lights, fireplace, etc.
If Yes, provide location. _____

Fireplace and/or Woodstove: Date chimney(s) last cleaned? _____ Who cleaned? _____ Inspected 9/10

Heating System(s):

- Mark all types that apply: Hot Water Baseboard Forced Air Radiant Heat Electrical Heat
- Wood Stove Other Gas fireplace
- Age: _____ years. Last Cleaned: _____ Last Inspected: _____
- Source: Natural Gas Electric Propane Tank leased or owned? _____ Wood Coal
- Oil with _____ gallon storage which is Buried Above Ground Other _____
- Age of Tank? _____ years.

Hot Water Heater:

Age: _____ years. Capacity: _____ gallons. Type: Gas Electric Other _____

Water Supply:

Type: Public Private Community Cistern/Water Tank If Cistern/Water Tank: _____ Size _____

Other _____

If Private: Well Depth: _____ feet. Flow Rate: _____ gallons per minute. Date Tested: _____

- Have you had any problems with your water supply?
- Has the water supply been tested in the past 12 months?
If Yes, attach all documentation from all tests.
- Are you aware of any contaminants in your water supply, to include but not limited to E-coli, nitrates, heavy metals, arsenic or other contaminants?
- Has the well failed while you have owned the property?
- Have you ever had a well pump problem or failure?
- Do you supply water to, or receive water from others?
If Yes, is there a recorded agreement?
- Do you have a water rights certificate for this property?

SM 11/4/10 17301 Strawberry Dr _____
 Seller's Initials Date Property Address Buyer's Initials Date

Additional Information (Continued):

Sewer System:

Type: Public Private Community Other _____

• Does your sewer system have a lift station/lift pump? Yes No

If Private: Septic Tank Holding Tank Other: _____

Drainfield System: Bod Trench Mound Pit Crib Other _____

Innovative Sewer System: Intermittent Sand Filter Biocycle Recirculating Upflow Filter
 Secondary sewer treatment plant Other _____

• Has the sewer system failed while you owned the property? Yes No

If Yes, explain: _____

Age of sewer system: _____ Location: _____

• Have you had any work maintenance or inspections done on the sewer system during your ownership? Yes No

If Yes, explain: Before we bought property

Approval/Certification source (and date if known): _____

• Are you aware of any abandoned sewer systems, leachfields, cribs, etc. on the property? Yes No

Freeze-ups:

• Have you had any frozen water lines, sewer lines, drains, or heating systems? Yes No

If yes, please explain: _____

• Are there any heat tapes, heat lamps, or other freeze prevention devices? Yes No

Location, and explain use: _____

Average Annual Utility Costs: I can get this to you

Gas	\$ _____	Company/Source: _____
Electric	\$ _____	Company/Source: _____
Oil	\$ _____/Gallons: _____	Company/Source: _____
Propane	\$ _____	Company/Source: _____
Wood	\$ _____	Company/Source: _____
Coal	\$ _____	Company/Source: _____
Water	\$ _____	Company/Source: _____
Sewer	\$ _____	Company/Source: _____
Refuse	\$ _____	Company/Source: _____
Other	\$ _____	Company/Source: _____

To the best of your knowledge, are you aware of any of the following conditions with respect to the subject property? If answer is "Yes," indicate the relevant item number and explain the condition on the Addendum/Amendment(s) to the Disclosure Statement.

Title:

1. Do you know of any existing, pending, or potential legal action(s) concerning the property? Yes No

2. Do you know of any street or utility improvements planned that will affect the property? Yes No

3. Road maintenance provided by? yes city

4. Is the property currently rented or leased? Yes No

If Yes, expiration date: _____

5. Is there a homeowner's association (HOA) for the property? Yes No

If Yes, HOA name: _____ HOA Telephone: _____

Mandatory Voluntary Inactive Monthly Dues Amount: \$ _____ per _____

Are there any levied or pending assessments? Yes No

Who is responsible for issuing the resale certificate?
 Name: _____ Telephone: _____

Setbacks/Restrictions:

6. Have you been notified of any proposed zoning changes for the property? Yes No

7. Are you aware of features of the property shared in common with adjoining property owners, such as walls, fences, and driveways, whose use or responsibility for maintenance may affect the property? Yes No

8. Are there subdivision conditions, covenants, or restrictions? Yes No

9. Are you aware of any violations of building codes, zoning, setback requirements, subdivision covenants, borough, or city restrictions on this property? Yes No

10. Are you aware of any nonconforming uses of this property? Yes No

GIN 11/11/10 17801 Steamboat Dr _____
 Seller's Initials Date Property Address Buyer's Initials Date

Additional Information (Continued):

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 11. Are you aware of any deed, or other private restrictions on the use of the property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Are you aware of any variances being applied for, or granted, on this property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Are you aware of any easements on the property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ➤ Encroachments: | | |
| 14. Does anything on your property encroach (extend) onto your neighbor's property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Does anything on your neighbor's property encroach onto your property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ➤ Environmental Concerns: | | |
| 16. Are you aware of any substances, materials, or products that may be an environmental hazard such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, contaminated soil, water or by-products from the production of methamphetamines on the subject property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16a. Are you aware of any mildew or mold issues affecting this property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Are you aware of any underground storage tanks on this property, other than previously referenced fuel or septic tanks? Number of tanks: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. Are you aware if the property is in an avalanche zone/mudslide area?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. Are you aware if the property has flooded?.....
Flood zone designation: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. Are you aware of any erosion/erosion zone or accretion affecting this property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 21. Are you aware of any damage to the property or any of the structures from flood, landslide, avalanche, high winds, fire, earthquake, or other natural causes?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 22. Have you ever filed an insurance claim for any environmental damage to the property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 23. Are you aware of a waste disposal site or a gravel pit within a one-mile radius of the property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ➤ Soil Stability: | | |
| 24. Are you aware of any debris burial or filling on any portion of the property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 25. Are you aware of any permafrost or other soil problems which have caused settling, slippage, sliding, or heaving that affect the improvements of the property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 26. Are you aware of any drainage, or grading problems that affect this property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ➤ Construction, Improvements/Remodel: | | |
| 27. Have you remodeled, made any room additions, structural modifications, or improvements?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If Yes, please describe. Was the work performed with necessary permits in compliance with building codes? <u>Added Room at Entry, Added Utility Closet, New Windows & Doors</u> | | |
| Was a final inspection performed, if applicable? <u>we did not get permits for entry</u> | | |
| 28. Has a fire ever occurred in the structure?..... <u>thing was done in code</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ➤ Pest Control or Wood Destroying Organisms: | | |
| 29. Are you aware of any termites, ants, insects, squirrels, vermin, rodents, etc. in the structure?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. If Yes, what type? _____ | | |
| b. If Yes, where? _____ | | |
| 30. Has there been damage in the past resulting from termites, ants, insects, squirrels, rodents, etc. in the structure?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. If Yes, when? _____ | | |
| b. If Yes, what type? _____ | | |
| c. If Yes, where? _____ | | |
| d. If Yes, describe what was done to resolve the problem: _____ | | |
| ➤ Other: | | |
| 31. Are you aware of any murder or suicide having occurred on the property within the preceding 3 years?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 32. Are you aware of any human burial sites on the property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Seller's Initials SKD Date 11,4,10 Property Address 17501 Steamboat Dr Buyer's Initials _____ Date _____

Additional Information (Continued):

Yes No

33. Noise

a. Are you aware of any noise sources that may affect the property, including airplanes, trains, dogs, traffic, race tracks, neighbors, etc?

b. If Yes, explain:

34. Pets

a. Have there been any pets/animals in the house? Proprietor owned had 2 cats

b. If Yes, what kind? we have Dog & cat

I/We have completed this disclosure statement according to AS 34.70.010 - AS 34.70.200 and these instructions, and the statements are made in good faith and are true and correct to the best of my/our knowledge as of the date signed. I/We authorize any licensees involved or participating in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated transfer of the property or interest in the property.

Seller: Suzanne M. O'Brien

Date: 11-4-10

Seller: _____

Date: _____

Buyer's Notice and Receipt of Copy

Transferee (Buyer) Awareness Notice: Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether a person who has been convicted of a sex offense resides in the vicinity of the property that is the subject of the Transferee's (Buyer's) potential real estate transaction. This information is available at the following locations: Alaska State Trooper Posts, Municipal Police Departments, and on the State of Alaska, Department of Public Safety Internet site: www.dps.state.ak.us.

Transferee (Buyer) Awareness Notice: Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether, in the vicinity of the property that is the subject of the transferee's potential real estate transaction, there is an agricultural facility or agricultural operation that might produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machinery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural operations.

The Buyer is urged to inspect the property carefully and to have the property inspected by an expert. Buyer understands that there are aspects of the property of which the Seller may not have knowledge and that this disclosure statement does not encompass those aspects. Buyer also acknowledges that he/she has read and received a signed copy of this statement from the Seller or any licensee involved or participating in this transaction.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

SM 4, 10, 10 17801 Steamboat Dr

Seller's Initials

Date

Property Address

Buyer's Initials

Date

Seller's Counter Offer and Standard Addendum Forms

The pages that follow are the seller's Counter Offer and Standard Addendum. They are included for information purposes only and are not required when you make your offer to purchase. Should your offer be accepted, the seller will prepare this document and it will become part of the final ratified contract.

You are encouraged, however, to review these forms. They contain many provisions that are common to institutionally-owned sellers. These provisions are not consistent with much of what is found in the Alaska MLS Purchase and Sale agreement. To the extent that the Alaska agreement differs from this seller's attached 12-page agreement, the seller's forms are controlling and supersede the Alaska agreement.

Niel Thomas
Coldwell Banker Best Properties
907-868-2750
NThomas@RealS8.com

COUNTER OFFER

Date: _____ Buyer: _____
Seller: _____ Owner of Record _____

This is a Counter Offer dated _____ regarding property located at _____ and supersedes any prior offers, purchase agreements or other documents previously executed in connection with the property between Owner of Record, Seller, and Buyer. All terms and provisions of any offer, purchase agreement or other documents, including the Seller's Addendum executed in connection with the property which are not amended by this Counter Offer shall remain effective.

1. Sales price to be _____
2. Buyer is to deposit earnest money in the amount of _____ in listing agent's escrow account or with Seller's closing agent upon acceptance of this Counter Offer. Seller will not execute any contract for purchase without written proof of the Buyer's earnest money deposit.
3. Seller will make no repairs or inspections to the subject property unless expressly addressed in this Counter Offer or the Seller's Addendum. Should the property sustain any material damage after the acceptance of an offer or prior to closing under contract for purchase, Seller, in its sole discretion shall have the option to a) terminate the offer/contract, b) re-negotiate the sales price, or c) proceed with repairs. In the event the Seller elects option b) or c), the Buyer may either a) proceed with the transaction or b) terminate the offer/contract and receive a refund of the Buyer's deposit.

Should any lender or any insuring entity or agency require that repairs to the property be made or that certain conditions be met, the Seller, at its sole option, may comply with such requirements or terminate the contract for purchase. Further, should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the property, then Seller, at its sole option, may terminate the contract for purchase.

Seller will pay a maximum of _____ toward lender required repairs only. If lender required repairs are less than any excess shall be credited back to the Seller. Buyer must provide a list of required repairs in writing from the lender. Bids are required for repairs and must be supplied to the Seller from bonded, licensed vendors for review and approval. All work will be scheduled and coordinated by the listing agent. Repairs will not be authorized until Buyer provides documentation of full mortgage commitment.

4. Termite inspection will be the responsibility of the BUYER. Any termite corrective work and/or treatment will be at the expense of the BUYER, unless otherwise agreed upon herein.

MatterID: 336699

Buyer Initials _____ | _____

Address:

Buyer:

5. Closing is to occur on or before _____ Time is of the essence. No extension of the closing date will be given without prior written approval of the Seller. Seller reserves the right to unilaterally extend closing date if legible copies of the executed purchase contract are not received in a timely manner. The Buyer shall be charged a fee of \$50.00 per calendar day for any extension of the escrow period past the closing date of _____, to be paid to and collected by the closing agent at the time such extension is granted. The Buyer shall not be obligated for any delays caused by the Seller's title company/closing agent. All funds must be paid according to the closing/escrow agent's instructions for receipt prior to the closing.

The closing will occur at the office or physical location of Seller's choice. Buyer may use counsel of choice as representation at settlement, at Buyer's expense. Seller will pay for Owner's title policy if closing occurs at Seller's directed office and the Owner's policy is ordered through closing office listed below, provided however, in states where Seller's representative is prohibited from providing title and settlement services to the Buyer, Seller will not pay the cost of an Owner's title policy issued by Buyer's representative or other settlement costs incurred by the Buyer. Seller's representation will be:

Name: **ROUTH CRABTREE, APC
ATTORNEYS-AT-LAW
Attn: Jennifer, Grindle**

Address: **13555 SE 36th Street, Suite 120,
Bellevue,
WA,
99503**

Phone#: **425-586-1950**

Fax#: **425-457-7380**

6. Seller will pay a maximum of _____ towards Buyer's closing costs, non-allowables expenses, pre-paid amounts or points. Only costs specifically agreed to in this Counter Offer will be paid by the Seller on behalf of the Buyer, which amounts are inclusive of any previously offered incentives.
7. Agent commission will be paid in accordance with the listing agreement. Agent commission will be based on the sales price of _____. If property does not close, no commission will be paid.
8. All pro-rations, including without limitation, pro-rations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues and any and all other charges against the property reflected on the settlement statement and executed by the Seller are final. No adjustments or payments will be made by the Seller after closing.
9. FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.
10. No other incentives apply. Any incentives agreed to be paid hereunder shall be paid at closing. In the event that the purchase transaction is not consummated, regardless of fault or reason, the Seller shall not be obligated to pay any such incentives.
11. [Provisions particular to a contract appear here.]

MatterID: 336699

Buyer Initials _____ | _____

PREMIERE

ASSET™ SERVICES

Property Address:

This Counter Offer, the attached Seller's Addendum, the attached Property Condition Addendum, and any state specific contract must be signed and initialed by Buyer(s) and returned to Seller within two (2) business days. If these documents are not returned within two business days, or by Seller reserves the right to terminate this transaction for non-performance by Buyer(s).

Date _____

Buyer Name (printed)

Buyer (signature)

Date _____

Buyer Name (printed)

Buyer (signature)

Date _____

Seller Name (printed)

Seller (signature)

MatterID: 336699

Buyer Initials _____ | _____

Property Address:

STANDARD SELLER'S ADDENDUM

This Seller's Addendum is attached to and is a part of the offer, purchase agreement or other documents executed in connection with the purchase of the property. The Seller's Addendum will supersede the offer, purchase agreement or other documents executed in connection with the purchase of the property where provisions of this Seller's Addendum amend the provisions of such documents. The following terms and conditions are accepted and incorporated into the offer, purchase agreement or other documents executed in connection with the purchase of the property, subject to the following, and in accordance with certain state requirements. Paragraphs in the offer, purchase agreement or other documents executed in connection with the purchase of the property which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

1. Property is sold in its present "As Is" condition with no warranties, repairs, or inspections completed by the Seller, unless otherwise expressly addressed in the Counter Offer or this Seller's Addendum. Buyer agrees that by closing hereunder Buyer has received no promises as to condition and no warranties, and has been afforded an opportunity to obtain an inspection by an inspector of Buyer's choosing. Buyer acknowledges that Seller obtained the Property through foreclosure or similar process and that Seller has not occupied the Property. No personal property is included in this sale, unless otherwise specified.
2. Buyer agrees that in contracting to buy the property, Buyer has not relied upon any representation made by the Seller or Wells Fargo Home Mortgage, or any parent, subsidiary or affiliate thereof, or any of their officers, directors, employees, agents or representatives.
3. In order for an offer to be considered, Buyer must present a prequalification letter from Wells Fargo Home Mortgage, an entity which is a joint venture with Wells Fargo Home Mortgage, or Neighborhood Assistance Corporation of America (NACA). A Buyer who is not interested in comparing any other financing options, may also present proof of a loan commitment or credit decision pre-approval from another lender.
4. Buyer shall have seven (7) calendar days from the date of the fully executed purchase contract to declare the contract null and void as a result of inspection findings. After the seventh (7th) calendar day, Buyer is obligated to complete the purchase or forfeit their earnest money deposit.
5. Buyer is advised that Seller works closely with certain escrow companies, title companies, title agents, title attorneys, and other closing agents that are familiar with Seller's forms, documents, procedures, and special requirements. By utilizing such entities, Seller is generally able to achieve closings quickly and efficiently. Unless Buyer chooses otherwise, Seller will refer the contract with a company, attorney or agent of Seller's choice to perform all necessary title services and products either itself or through a title company chosen by Seller, except in those states where Seller's representative is prohibited from performing such services for the benefit of both parties. Buyer is advised that the use of such companies, attorneys or agents is not required, nor a condition of the sale of the property to Buyer.
6. Closing to occur at the office or physical location of Seller's choice. Buyer may use counsel of their choice to represent the Buyer at closing at Buyer's expense.
7. Seller will pay for Seller's closing costs agreed to with Seller's preferred closing office as well as any costs agreed to in the Counter Offer at closing. If Listing/Selling Agent or Buyer initiates title or closing with an attorney or closing office other than that of Seller's choice; any additional Seller closing costs beyond those that would be charged at Seller's preferred closing office, including but not limited to, title, closing and miscellaneous fees, will be the responsibility of the Agent or Buyer.
8. Seller does not agree to arbitration and mediation.

MatterID: 336699

Buyer Initials _____ | _____

Property Address:

9. Seller will not assign to Buyer any rights to any insurance claims or proceeds covering destruction or damage to property. Seller's insurance policies are non-transferable and will not be prorated at closing.
 10. The originally executed offer or purchase contract and all addenda (or clear facsimile copy) must be received by date specified in the Counter Offer. Otherwise, Seller may terminate the contract for purchase and the escrow with the escrow holder for Buyer's non-performance. The original purchase contract including all original offers and counter offers are subject to review and signature by Seller.
 11. Buyer is aware that the property will remain on the market during the counter offer stages and that any and all offers will be considered.
 12. This contract may be assigned by the Buyer, to another buyer or the Buyer may add a co-buyer to this contract upon written request submitted to Seller, and approved by Seller in it's sole discretion; provided, that the assignee or co-buyer meets the requirements of Paragraph 3 and Paragraph 32 hereunder and executes the Counter Offer, Seller's Addendum and any other offer, purchase agreement or other documents relative to the transaction.
 13. This property may be subject to ground rent, the Seller will not redeem the ground rent.
 14. Any special assessments, municipal assessments, or liens that are due or incurred after closing will be the responsibility of the Buyer. Seller does not agree to comply or bring property into compliance with any violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the property as of the date of closing of this contract, unless expressly addressed in this Seller's Addendum or the Counter Offer. Buyer specifically agrees to comply or bring property into compliance with any government code or other requirements.
 15. The Seller requires three (3) full business days prior to closing to review and execute any lender required documents, HUD1, and/or any other documents requiring the Seller's signature. The Seller cannot be responsible for any loss or damage due to closing being delayed if the Seller is not given three (3) full business days for review and execution of these items.
 16. **Prohibited sale: Employees and family members residing with employees of Wells Fargo Bank, N.A., its affiliates or subsidiaries or Wachovia Corporation, its affiliates and subsidiaries are strictly prohibited from directly or indirectly purchasing any property owned or managed by Premiere Asset Services. The agent or employees of the agent or agency and family members residing with the agent or employees of the agent or agency are prohibited from directly or indirectly purchasing any property owned or managed by Premiere Asset Services and listed by the agent or agency or any property for which the agent has performed services. For purposes of this paragraph "family member" is defined as a spouse, domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.**
- Buyer Initials _____ | _____
17. If the Buyer alters the property or causes the property to be altered in any way and/or occupies the property or allows any other person to occupy the property prior to closing without the prior written consent of the Seller, such event shall constitute a breach of contract by the Buyer and the Seller may terminate the contract to purchase. Buyer shall be liable to the Seller for damages caused by any such alteration or occupation of the property prior to closing and funding and waives any and all claims for damages or compensations for improvements made by the Buyer to the property including, but not limited to, any claims for unjust enrichment.
 18. Title to the property will be conveyed via special/limited warranty deed or such other form of deed acceptable in jurisdiction where the property is located. Notwithstanding any legal description in any offer, addenda or counter offer, the legal description according to title report shall control.
 19. Seller will not provide a survey, appraisal or a home warranty, unless otherwise specified in the Seller's Counter Offer. Should the Seller agree to pay for a home warranty, Seller will provide home warranty from a company of its sole choosing after closing.
 20. If applicable, retrofit to be paid by Buyer(s). Seller represents that the property as of the close of escrow, will be compliance with Health and Safety code 19211 by having water heaters braced, anchored or strapped in place in accordance with these requirements. (California only)

MatterID: 336699

Buyer Initials _____ | _____

Property Address:

21. All pro-rations, including without limitation, pro-rations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues and any and all other charges against the property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by the Seller after closing. Tax Pro-rations shall be based upon 100% of the last ascertainable actual tax bill and shall be final as of closing. There shall be no pro-ration adjustment. Tax pro-rations which are not yet due and payable will not be allowed as closing costs. This paragraph controls all pro-rations as described, regardless of language to the contrary in any offer, addendum or counter offer.
22. Seller shall have a minimum of thirty (30) days from the earlier of the closing date or the date upon which Seller receives a copy of a title insurance commitment/title report within which to resolve title exceptions, defects, or other title issues which in any way impede or impair Seller's ability to convey insurable title. If, within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters, the Buyer (1) may take title in its then state, thereby waiving any title objections, or (2) terminate the contract and receive a refund of any deposit as Buyer's sole and exclusive remedy. Alternatively, in such circumstances, Seller may terminate the contract and refund Buyer's deposit, such refund being Buyer's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.
23. Seller shall deliver possession and occupancy of the property upon close of escrow. The property will be delivered vacant unless otherwise agreed in writing or **if the paragraph below is initialed**. If, prior to close of escrow, Seller notifies Buyer it will be unable to deliver the property vacant, Buyer may cancel this contract within five (5) calendar days after receipt of such notice or prior to the close of escrow, whichever is earlier, and Seller's inability to deliver the property vacant shall not be deemed a breach of this contract. If Buyer accepts the property occupied, Buyer takes the property subject to any applicable rent, vacancy or occupancy control which are matters to be investigated by Buyer.

Pursuant to section 702 of the Protecting Tenants at Foreclosure Act (the Act), Seller has determined that the property is occupied by a bona fide tenant with a bona fide lease and that the property will be delivered at close of escrow with the tenant occupying the property. A copy of the lease provided by the tenant to Seller has previously been presented to Buyer for inspection. It is the responsibility of the Buyer to review the Act and to comply with the provisions thereof. In particular, should the Buyer intend to occupy the property as a primary residence, it shall be the obligation of the Buyer to comply with the notice provisions of section 702 (a)(2)(A) of the Act and Buyer shall be responsible for all legal and other actions, including attorneys' fees and costs, necessary to gain possession of the property.

Buyer Initials _____ | _____

24. The Buyer shall not be allowed, under any circumstance, to receive funds from the closing that exceed the amount of the earnest money plus prepaid deposits paid by the Buyer. In the event that the proposed HUD reflects proceeds to the Buyer in excess of the earnest money and prepaid deposits, the closing cost credit by Seller shall be reduced so that the Buyer receives an amount exactly equal to the earnest money amount, plus prepaid deposits by the Buyer.
25. Termination of Contract: In the event the contract for purchase is terminated by Seller pursuant to any provision of the Counter Offer, this Seller's Addendum, any other purchase contract, addendum or counter offer, Seller's sole liability to Buyer will be to return Buyer's deposit, at which time the contract for purchase shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another. Notwithstanding any language to the contrary in any purchase contract, offer, addenda or counter offer, if Buyer defaults in the performance of the contract for purchase of the property, the full amount of the earnest money will be tendered to the Seller.

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26. **Release of Escrow upon Termination:** Upon Seller's termination of purchase contract due to Buyer's non-performance, Seller shall provide written notice to the Buyer and the escrow/closing agent, given by hand delivery or fax or email transmission. Upon receipt of such notice of termination from Seller, Buyer shall have two (2) business days in which to provide a written objection of termination to Seller and escrow/closing agent by one of the above-referenced methods. In the event escrow/closing agent does not receive a written objection from Buyer within two (2) business days, escrow/closing agent is instructed to immediately cancel the escrow and to comply with any other instructions set forth in the Seller's notice of termination, which may include release of the Buyer's deposit in escrow with no additional instructions from the Buyer.

Buyer acknowledges and agrees that Seller shall have the right to terminate the purchase contract due to Buyer's non-performance upon notice stated above, and to release the earnest money deposit to Buyer without any further action, consent or release from Buyer.

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27. **Waiver of Specific Performance:** Buyer agrees that the property is not unique and that in the event of Seller's default or a material breach of the Counter Offer, this Seller's Addendum any other offer, purchase contract, addendum or counter offer, Buyer's sole remedy shall be a return of Buyer's earnest money deposit. Buyer hereby waives all rights of specific performance against Seller or actions against the property including but not limited to the filing of any lis pendens or similar action.

Buyer Initials _____ | _____

28. Notwithstanding any language to the contrary in any offer, addendum, or counter offer, in any action or proceeding between Buyer and Seller, Seller does not agree and shall not be responsible to indemnify any broker(s) or agent(s) for any liability, loss, cost, damages or expenses incurred by broker(s) or agent(s).
29. Seller makes no representation and advises buyers to make their own investigation to determine the source of the water supply and type of sewage disposal system.
30. This property may be subject to a redemption period pursuant to applicable state law. It is the Buyer's responsibility to consult with the closing attorney or closing agent to determine if any redemption period applies and has expired. An unexpired redemption period could delay or prevent closing and could result in a prior mortgagor or lien holder exercising their option to redeem the property. Seller makes no guarantees or representations concerning the expiration of any redemption periods. Should an unexpired redemption period, prohibit closing; Buyer may exercise their option to cancel the contract for purchase and receive earnest monies back from Seller. No additional compensation will be paid by Seller for any expenditure made by Buyer regarding this property.
31. If the Buyer is participating in a 1031 Exchange, the Buyer(s) understands and agrees that all obligations related to the purchase of this property and the timeliness of the closing shall remain in full effect regardless of the Buyer's participation in the 1031 Exchange. Buyer(s) shall remain solely responsible and liable to the Seller for Buyer(s)' performance of each and every warranty and obligation under this agreement. Buyer agrees to hold Seller harmless from any and all claims and liabilities, including tax liabilities or penalties, costs or delays in time that may result from any aspect of the transaction by virtue of its characterization as a 1031 Exchange. Seller agrees to cooperate with the Buyer, including allowing an assignment of this contract by the Buyer for purposes of affecting the 1031 Exchange.

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Buyer Initials _____ | _____

Property Address:

32. Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Premiere Asset Services will not engage in any transaction with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers, or that Premiere Asset Services suspects to involved in a suspicious transaction or one in violation of federal law. Therefore, the information on the form attached as Exhibit A, must be provided. This information will be used for the sole purpose of screening against OFAC and WorldCheck lists. If the Seller finds in it sole and absolute discretion that any Buyer(s) meet the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled and terminated. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money deposit will be returned to the Buyer.
33. If any provision (or any portion of any provision) of this agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.
34. All notices given under this agreement will be in writing and signed by the party giving the notice. Notice will be deemed received as follows: If delivered in person, upon delivery; if delivered by United States Postal Service, First Class mail, two (2) business days after deposit into the mail; if delivered by a national overnight courier on a next-day basis, one (1) business day after deposit with the service; if delivered by facsimile or Email during Seller's regular business hours, upon transmission or sending, if delivered by facsimile or Email outside of Seller's regular business hours or on a weekend or holiday, upon the commencing of the next business day.

Date _____

Buyer Name (printed)

Buyer (signature)

Date _____

Buyer Name (printed)

Buyer (signature)

Date _____

Seller Name (printed)

Seller (signature)

[Exhibit A Follows]

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Buyer Initials _____ | _____

Exhibit A

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Premiere Asset Services will not engage in any transaction with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers, or that Premiere Asset Services suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore the following information must be provided. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

Full Legal Name (First Middle and Last) _____

Full Complete Address (no P.O. Boxes) _____

City _____ State _____ Country _____ Zip _____

Buyer(s) Date of Birth _____

Buyers Social Security may be requested at a later date.

Full Name (First Middle and Last) _____

Complete Address (no P.O. Boxes) _____

City _____ State _____ Country _____ Zip _____

Buyer(s) Date of Birth _____

Buyers Social Security may be requested at a later date.

Buyer's Agent Information

First Name: _____ Last Name: _____

Company _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone#: _____

Fax#: _____

If buyer is a Company/Corporation/Partnership/Limited Liability Company. Non-Profit Organization, a Trust or is not purchasing as an individual, buyer must provide full company corporation or trust name and proof of signing authority.

Buyer's Company/Corporation/Partnership/Limited Liability Company/ Non-Profit Organization/Trust: _____

Corporation Tax ID#, if applicable _____

List All Principal owners of Partnership or LLC or all signers (including non-board members) and all individuals with principal ownership or financial interest in Non-profit Organizations or Trusts, including full name, permanent home address (no P.O. Boxes) and dates of birth for each.

If the Seller finds in its sole and absolute discretion that any buyer meets the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

Seller: _____

Buyer: _____

Date: _____

Date: _____

Listing Agent: _____

Buyer: _____

Date: _____

Date: _____

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Buyer Initials _____ | _____

Property Address:

PROPERTY CONDITION ADDENDUM

Addendum to the Purchase Contract accepted by Buyers for property located at:

LEAD-BASED PAINT DISCLOSURE

This contract for purchase is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9 p.m. on the seventh (7th) calendar day after ratification. The lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information. This contingency will terminate at the predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, either with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within 10 (ten) days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification form a risk assessor or inspector demonstrating that the condition has been remedied before the close of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have 10 (ten) days to respond to the counter-offer or remove this contingency and buy the property in "as is" condition or this contract shall become void. The purchaser may remove this contingency at any time without cause. Buyer acknowledges they have received the Lead Base Paint pamphlet. Buyer Initials _____|_____

CHINESE/DEFECTIVE DRYWALL

During the time much of the United States was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks. Seller has made no inspection for and has no knowledge of the presence of Chinese/defective drywall affecting the Property, unless otherwise stated in the Counter Offer.

"AS-IS" DISCLOSURE

Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that the Seller is selling and Buyer is purchasing the property in an "AS-IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer, for Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property, Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not limited to, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size or the existence of termites or other wood destroying insects, radon or hazardous substances, whether or not the property is located in a flood zone or whether the property conforms to local ordinance or regulations, including zoning or suitability of the property and/or in compliance with any city, county, State and/or Federal statutes, codes or ordinances. Buyer is not relying on Seller or its agents as to the condition of property and /or any improvements thereon, including but not limited to mold, roof, foundations, etc. THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION

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Buyer Initials _____ | _____

Property Address:

WARNING:

A winterization may have been performed at this property pursuant to a work order issued by the current owner. The sole purpose of a winterization is to prevent damage from freezing pipes. The winterization completed at this property was a system shut-down only; the plumbing system was not tested for damage or leaks. This procedure is not a guaranty or warranty of any kind with respect to the HVAC, plumbing, or any other mechanical systems at this property. The plumbing system should be de-winterized by a licensed contractor or plumber before the water is turned back on, to assure that the system is operational.

Buyer Initials _____ | _____

MOLD DISCLOSURE AND RELEASE

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the property known as _____ . Such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold and to hold harmless, release and indemnify Seller and Seller's managing agents from any liability / recourse / damages (financial or otherwise). Buyer understands that Seller has taken no action to remediate mold. Buyer hereby acknowledges this disclosure and release and is aware of the condition set forth therein. This disclosure and release is executed voluntarily and with full knowledge of its significance. Wells Fargo Home Mortgage, Premiere Asset Services or managing agents are not qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put Buyers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts. This is a legal document and Buyers are advised to seek legal counsel prior to executing same.

IMPORTANT NOTICE: This document may contain information that is considered confidential and may not be transmitted through unencrypted email. The transmission of information on this document should be completed by uploading to the Agent Portal or by faxing with a cover page to 1-855-694-0268.

Date _____

Buyer Name (printed)

Buyer (signature)

Date _____

Buyer Name (printed)

Buyer (signature)

Date _____

Seller Name (printed)

Seller (signature)

Premiere Asset Services