

Disclosure of Conflict of Interest
Affiliated Business Arrangement

From: Jack White Real Estate

Property: Township 17N Range 3W Sec 22 Lot B6

2940 S Knollwood Drive, Big Lake, AK 99652

Date: _____

This is to give you notice that the individual(s) who own Jack White Real Estate and/or an Associate of the individual also owns a corporation that is a member of a corporation that is a member of Homestate Mortgage Company LLC (HMC), and a corporation that is a member of Alyeska Title Guaranty Agency, LLC ("ATGA"). Because of these relationships, referrals to these entities may provide the owner of Jack White Real Estate a financial or other benefit.

Additionally, HMC has a business relationship with Residential Mortgage, LLC. Residential Mortgage, LLC has an ownership interest in HMC and will receive a return on its ownership interest. HMC compensates Residential Mortgage, LLC for support services that it provides to HMC.

Set forth below is the estimated charge or range of charges by HMC, and ATGA for the settlement services listed.

- Loan Origination Fee: 1 - 2% of the loan amount, but generally not less than \$750.00
- Document Prep Fee: \$250.00 - \$750.00
- Title Insurance: As set forth in the standard rate sheet for the State of Alaska.
- Escrow Fees: As set forth in the standard company rate sheet.

Other charges will be assessed by HMC that must be paid to unrelated third parties for specific services necessary to complete your mortgage loan. Those charges will be disclosed to you separately by HMC. In addition, you should be advised that HMC will be paying a portion of the above charges to Residential Mortgage, LLC for certain services rendered related to your mortgage loan transaction. You will not be billed any additional amount for those services.

You are NOT required to use HMC or ATGA as a condition for the settlement of your loan on the subject property or as a condition for purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Jack White Real Estate may refer me/us to purchase the above-described settlement service(s) from one of the entities described herein. I/we understand that the owner of Jack White Real Estate may receive a financial or other benefit as the result of this referral. The individual Jack White Licensee will receive no financial or other benefit as a result of this referral.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller:  _____

Date: 4-18-18

Seller: _____

Date: _____

Land - Notice of Disclosure

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1 Date: _____

2
3 In reference to the Land Purchase and Sale Agreement between:

4 _____, the Buyer(s), and

5
6 John Rodda, the Seller(s),

7
8 dated _____, covering real property commonly known as:

9
10 Address: 2940 S Knollwood Drive, Big Lake, AK 99652

11
12 Legal: Township 17N Range 3W Sec 22 Lot B6

13 Earnest Money Deposits and Refunds:

14 Earnest money must be deposited into the Real Estate Brokerage trust account in a timely manner per Alaska Statute
15 12 ACC 64.200. Alaska Statutes and Regulations also require real estate brokerages to ensure the bank has cleared
16 an earnest money deposit before funds can be released. If an offer is not accepted, there may be up to a fourteen
17 (14) business day delay in refunding the earnest money. In the event a purchase agreement is consummated and
18 fails to close, a termination agreement signed by both Buyer and Seller agreeing to the disposition of the earnest
19 money will be required to be executed before the Real Estate Brokerage can disburse any funds. Should mediation,
20 arbitration, or interpleader be necessary to determine the appropriate party receiving the earnest money, an additional
21 delay could result prior to disbursement.
22

23 Land Use:

- 24 ➤ Buyer is advised to research land use, building regulations, and zoning affecting the Property. Links to
25 Alaska boroughs, municipalities, and cities can be accessed at:
26 www.alaskarealestate.com/Consumer/CommunityInfo.asp
- 27 ➤ Title 21 Zoning Regulation Disclosure – Municipality of Anchorage: The Municipality of Anchorage is writing a
28 new land use code. It is possible that the zoning map and/or use regulations for a property that you are
29 considering purchasing could change. You may further research this process and possible changes to the
30 property by contacting the Municipality of Anchorage Planning and Zoning Department at 907-343-7921, or
31 online at www.muni.org.
- 32 ➤ Title 17 Code Compliance Notice – Matanuska-Susitna Borough (MSB): If you are purchasing property in the
33 MSB, please be advised that there are land use and building regulations in the Borough. You should be
34 aware of these regulations and how they may affect any improvements or additions to the property that you
35 purchase. In some cases permits are required. Borough staff is available to assist you in determining
36 whether any Borough regulations apply to your activity and help you to comply with those laws. Contact MSB
37 Code Compliance Section, 350 East Dahila Ave., Palmer, AK 99645, 907-745-4801.
- 38 ➤ The Mat-Su Borough is presently writing a land use code of regulations and developing zoning and zoning
39 districts. During this process, it is possible that the zoning map and/or use regulations for a property that you
40 are considering purchasing could change or zoning restrictions/regulations be implemented. You may further
41 research this process and possible restrictions to the prospective property by contacting the Mat-Su Borough
42 at 907-745-9874 or online at www.matsugov.us.
43
44

45 Agricultural Operation:

46 The Buyer is responsible for determining whether there is an agricultural operation that might produce odor, fumes,
47 dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machinery including aircraft,
48 and other inconveniences or discomforts as a result of lawful agricultural products in the vicinity of the property.
49

50 Sex Offender Registry:

51 The State of Alaska requires the registration of sex offenders residing within the State of Alaska. The registration
52 requirements are located in AS12.63.010. It is the Buyer's responsibility to independently investigate, discover and
53 verify for him/herself the acceptability of the neighborhood with respect to this issue. You may contact the Alaska

Land - Notice of Disclosure

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State Trooper Post or Municipal Police Department near you for more information or obtain information on the State of Alaska Information Center Internet Site: www.state.ak.us under Hot Topics for the Registry of Sex Offenders.

Affiliated Business Relationship:

(The Real Estate Brokerage for the Buyer)

The Real Estate Brokerage and the following named company _____ have an affiliated business relationship. You are not required to use the services of the aforementioned company(s) in the purchase of property. If you choose to utilize the aforementioned company(s), you should sign an affiliated business arrangement disclosure.

Jack White Real Estate Mat Su

(The Real Estate Brokerage for the Seller)

The Real Estate Brokerage and the following named company Homestate Mtg Alyeska Title have an affiliated business relationship. You are not required to use the services of the aforementioned company(s) in the purchase of property. If you choose to utilize the aforementioned company(s), you should sign an affiliated business arrangement disclosure.

Miscellaneous Disclosures:

- The Property may be subject to restrictions contained on a Plat of the Property or in covenants, conditions, and restrictions or other documents noted in the preliminary title report.
- Mineral rights may not pass with title to the Property.
- All property is subject to erosion.
- Buyer is responsible for researching whether the property is in a 'fire service' area.
- Buyer is responsible for researching possible utility service to the property and the cost thereof.
- Property may be subject to restrictions on lot access and/or driveway permits.
- Property may have well and septic regulations; buyer is to research and verify independently.
- The property may be subject to pending assessments or to a local improvement district. The Buyer should make inquiries of the local government.
- Neither Seller nor Seller's licensee makes any representation as to the location of the lot corners or boundary lines. Buyer accepts sole responsibility for identifying and locating the corners and boundary lines of the lot.
- Broker(s) and Licensee(s) make no representations or warranties of any kind regarding the Property, and assume no duty to investigate or verify any disclosures made by Seller.

Additional Disclosures:

Dated: _____

Buyer 1: _____

Buyer 2: _____

Buyer 3: _____

Selling Licensee(s) _____

Selling Brokerage _____

Dated: 4-18-15

Seller 1: John Rodda

Seller 2: _____

Seller 3: _____

Listing Licensee(s) Jerry Moses

Listing Brokerage Jack White Real Estate Mat Su

Please answer each of the following questions. If you do not know the answer or have checked anything in the left-hand column, please explain why in the space provided at the end of this form.

Property Address or Location:

2940 S Knollwood Drive, Big Lake, AK 99652

Legal Description:

Township 17N Range 3W Sec 22 Lot B6

Real Property Tax ID Number:

17N03W22B006

Owner's Name(s) (please print):

John Rodda

1. How long have you owned the property? 60 years

2. **ENCROACHMENTS/EASEMENTS.** (e.g. fences, buildings, rockeries, driveways, garden, etc.)

☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No

- A. Does anything on your property extend onto (encroach on) your neighbor's property?
B. Does anything on your neighbor's property extend onto (encroach on) your property?
C. Are you aware of any easements or other's rights affecting the property?
(If yes, describe in the remarks space below)

3. **ACCESS.** If the property is not on a public street:

☒ Yes ☐ No
☒ Yes ☐ No
☐ Yes ☒ No

- A. Is there a road or easement for access to the property?
B. If your answer to A is "Yes," is it recorded?
C. If the road or access is shared with any other property, is there a written agreement for sharing the maintenance and repair costs?
D. If your answer to C is "Yes," is a copy attached to this form?
E. If the road or other access is improved, is there any standing or running water, flooding or mud that affects use of the access during any time of the year?

4. **SURVEY.**

☒ Yes ☐ No
☐ Yes ☒ No

- A. Has the property ever been surveyed?
B. If your answer to A is "Yes," is a copy of the survey attached?

5. **PROPERTY BOUNDARIES.** Describe the property boundaries: (e.g. fence, hedge, survey stakes, rockery, etc.)

North line: RIDGE - PLATEAU

South line: PARTIAL FENCE - BEHIND KIWANE DR

East line:

West line:

6. **ZONING & RESTRICTIONS.**

☐ Yes ☒ No
☐ Yes ☒ No

- A. The present zoning of the property is _____
B. Are you aware of any restrictions on use of the property, including future construction?
C. Is the property or any part of it in a designated shoreline master plan, slide area, wetland or other environmentally sensitive area?

7. SOIL STABILITY & CONTAMINATION.

- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- A. Are you aware of any settlement, earth movement, cracking, slides or similar problems on the property or in the immediate area?
- B. To the best of your knowledge, has any part of the property been built up with fill dirt, waste or other material?
- C. Has there ever been a service station, auto repair shop, dry cleaners, printing shop, manufacturing facility, or any other use of the property which might have contaminated the soil?
- D. Has the property been tested for hazardous waste contamination? (If "Yes," attach a copy of the inspection report.)
- E. Do you have any reason to believe that the soils may not be acceptable for the installation of a septic system? (If "Yes," describe in the remarks space below.)

8. FLOODING OR SEEPAGE.

- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- A. Is there standing water on the property during any time of the year?
- B. If your answer to A is "Yes," have you done anything to correct the problem?
- C. Is the property located in the designated flood zone or flood plain?

9. SEWAGE.

- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- A. Is the property served by: ☐ public sewer main ☐ septic tank system ☐ other disposal system (describe): _____
- B. Where is the nearest public sewer main located? ☐ Across the _____ side(s) of the property ☐ Other (describe): _____
- C. If there is a sewer main across one or more sides of the property, is there a connection or hook-on charge payable before the property can be connected to the sewer?
- D. If your answer to C is "Yes," how much is the charge? \$ _____

10. PUBLIC WATER.

- ☐ Yes ☒ No
- ☐ Yes ☒ No
- A. Is the property served by a public water main?
- B. Where is the nearest water main located? ☐ Across the _____ side(s) of the property ☐ Other (describe): _____
- C. If there is a water main across one or more sides of the property, is there a connection or hook-on charge payable before the property can be connected to the water main?
- D. If your answer to C is "Yes," how much is the charge? \$ _____

11. WELL. If the property is served by a water well:

- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- ☐ Yes ☒ No
- A. Is it a private well serving only this property? If yes, provide location, depth, source: _____
- B. Will it provide an adequate year round supply of water for the property?
- C. Have water samples been submitted to the Health Department for testing?
- D. If your answer to C is "Yes," did the water samples tested meet present government public drinking standards?
- E. Does the well system operate satisfactorily (e.g. pipes, tank, pump, etc.)?
- F. If the well serves anyone other than your property, is there a written maintenance agreement for sharing costs of repair or replacement?
- G. If your answer to F is "Yes," is a copy of the agreement attached to this form?

12. ELECTRICITY & GAS.

- ☒ Yes ☐ No
- A. Is the entire property served by electricity (except for any electrical power lines that will have to be constructed from the property line to serve any construction on the property)?
- B. If your answer to A is "No," where are the nearest electric power lines located? Describe: _____

☐ Yes ☒ No ?

- C. Is the entire property served by gas (except for any gas mains that will have to be constructed from the property line to serve any construction on the property)?
- D. If your answer to C is "No," where are the nearest gas mains located?
Describe: _____
- E. If the entire property is not served by gas mains and electrical power lines, how much will it cost to extend these to serve the property? Electric \$ _____ Gas \$ _____

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

13. NEIGHBORHOOD.

- A. Are there any waste dumps, disposal sites or landfills in the vicinity of the property?
- B. Are there any manufacturing, quarrying or other uses or conditions in the vicinity of the property, which causes smoke, smell, noise or other pollution?
- C. Are there any abandoned coal or other mine shafts under or in the general vicinity of the property?
- D. Are you aware of any street or utility improvements planned that will affect and/or be assessed against the property?
- E. Are you aware of any zoning or land use changes planned or being considered that will affect the property?
- F. Has the Federal Aviation Administration rated the property neighborhood for aircraft noise?
- G. Is there water access (lakes, rivers, streams, etc.) included in the purchase of this property? If "Yes," how or where are these rights defined?
- H. Are you aware of any building restrictions that may affect the value of this property? If "Yes," please explain.

☐ Yes ☒ No

14. AGREEMENTS TO PAY FOR FUTURE PUBLIC IMPROVEMENTS.

- A. Are there any recorded or unrecorded agreements or covenants requiring future owners of the property to pay for (and/or waiving the right to protest) future public improvements including, but not limited to: roads or streets; flood and/or storm water control; street lighting; sewer, water, telephone, electrical, gas and/or other utilities?

15. DEVELOPER INFORMATION.

- A. If this information relates to a development where the owner plans to install utilities as either a part of the purchase price and/or a part of the marketing plan for the property, include the projected date for installation on the following:

Electric	Date _____	Source _____
Natural Gas	Date _____	Source _____
Public Water	Date _____	Source _____
Public Sewer	Date _____	Source _____
Paved Streets	Date _____	Source _____
Street Lights	Date _____	Source _____

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

16. OTHER.

- A. Are you aware of anything else which would adversely affect the value or desirability of the property?
- B. Are there any government protected or declared endangered wildlife on or in the vicinity of the property?
- C. Are there any loans tied to this property? If "Yes," please disclose.

All items (1-16) which are either not answered or are checked in the left hand column must be explained below.
Please add a separate sheet if there is insufficient room.

Item Number Remarks

The foregoing information is furnished to the best of my/our knowledge, after careful consideration of each of the questions. I/We understand that representations will be made to prospective based on the foregoing information, and I/we authorize copies of this to be given to prospective buyers. I/We agree to hold harmless the Brokers and Licensees of Alaska Multiple Listing Service, Inc. from any claim that the foregoing information is incorrect.

Seller Signature(s)

1: John Rodda 2: _____ 3: _____

Date 4-18-15 Time: 8:20A ☒ a.m. ☐ p.m.

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.

The State of Alaska maintains a list of properties that have been identified by Alaska law enforcement agencies as illegal drug manufacturing sites, including meth labs. For more information on this subject and to obtain a list of these properties, go to <http://www.dec.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 Signature(s)

1: _____ 2: _____ 3: _____

Date _____ Time: _____ a.m. ☐ p.m. ☐