



State of Alaska
Residential Real Property Transfer Disclosure Statement

Waiver By Agreement

AS 34.70.110

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

Legal Description: Lot 22B, Moosewalk Subdivision Replat of Lot 22

Property Address/City: 2198 Planters Lane, North Pole, AK 99705

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.

Parties may wish to obtain professional advice and/or inspection of the property.

It is recommended that the buyer read the complete State of Alaska Residential Real Property Transfer Disclosure Statement.

\* \* \* \* \*

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.

\* \* \* \* \*

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.

\* \* \* \* \*

By law, completion of this disclosure statement may be waived when transferring an interest in residential real property if the Transferor (Seller) and the Transferee (Buyer) agree in writing. If both parties agree to waive the requirement to complete this disclosure statement, please sign below.

Signing this waiver does not affect other obligations for disclosure.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

12 / / 18 2198 Planters Lane, North Pole, AK 99705 / /
Seller's Initials Date Property Address Buyer's Initials Date

**GREATER FAIRBANKS BOARD OF REALTORS®**  
**MOLD DISCLOSURE AND HOLD HARMLESS**

Buyer \_\_\_\_\_

Seller Dakota Asset Services

Legal Description Lot 22B, Moosewalk Subdivision Replat of Lot 22, Moosewalk

Property Address 2198 Planters Lane, North POle, AK 99705

**MOLD.** The Center for Disease Control and Prevention (CDC) defines mold as fungi that can be found both indoors and outdoors. No one knows how many species of fungi exist. Molds grow best in warm, damp, and humid conditions, and spread and reproduce by making spores. Mold spores can survive harsh environmental conditions, such as dry conditions, that do not support normal mold growth. According to the Environmental Protection Agency (EPA), inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic reactions to mold are common and can be immediate or delayed. Mold growth may be directly visible or visible when barriers (such as walls) or furnishings (such as carpet) are removed. Mold may exist in the property of which Brokers, Licensees and parties to the transaction are unaware. Molds generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. These conditions might not be identified with a typical building inspection. Brokers/Licensees recommend Buyer/Seller obtain a building inspection to better determine the condition of the property. Neither Brokers nor Licensees are experts in the field of mold. Buyer/Seller should consult with their building inspector to determine if additional inspections are prudent. The cost and quality of such inspection(s) may vary.

**PROFESSIONAL ADVICE.** Buyer and Seller execute this Mold Disclosure and Hold Harmless with the understanding that they may consult with a professional of their choice regarding any questions or concerns.

**LEGAL ADVICE.** Buyer and Seller acknowledge that this Mold Disclosure and Hold Harmless does not attempt to offer legal advice. If Buyer or Seller feels the need for legal advice they may consult an attorney of their choice.

**HOLD HARMLESS.** Buyer and Seller agree to hold Brokers and Licensees harmless in the event any molds are discovered on the property.

More information regarding mold may be obtained from the U. S. Environmental Protection Agency at [www.epa.gov/iaq](http://www.epa.gov/iaq) or 800-438-4318.

**I/We acknowledge having read and received a copy of this Mold Disclosure and Hold Harmless.**

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

2198 Planters Lane, North Pole, AK 99705

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (Initial)**

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial)**

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Seller Date Seller Date

\_\_\_\_\_  
Purchaser Date Purchaser Date

\_\_\_\_\_  
Agent Date Agent Date

*Mary Jo Fiedor* 12-1-2018  
Rep seller