

Non-Code Ordinance

By: Public Works  
Introduced: April 23, 2012  
Public Hearing: May 14, 2012  
Adopted: May 14, 2012

Vote: Harris, Holler, Katkus, Sullivan-Leonard and Woodruff in favor. Wall absent.

**CITY OF WASILLA  
ORDINANCE SERIAL NO. 12-15**

**AN ORDINANCE OF THE WASILLA CITY COUNCIL AMENDING THE FY2012 BUDGET BY APPROPRIATING \$88,000 FROM THE GENERAL FUND, FUND BALANCE TO THE CAPITAL FUND'S LAND ACQUISITION ACCOUNT TO PURCHASE LOTS 10 AND 11, BLOCK 6, WASILLA TOWNSITE AND AUTHORIZING THE MAYOR TO EXECUTE THE LAND PURCHASE AND SALE AGREEMENT FOR SAID PURCHASE.**

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**Section 1. Classification.** This is a non-code ordinance.

**Section 2. Purpose.** To amend the FY2012 budget by appropriating funds to purchase Lots 10 and 11, Block 6, Wasilla Townsite and authorizing the Mayor to execute the Land Purchase and Sale Agreement for the land purchase.

**Section 3. Appropriation of Funds.** The funds are appropriated to the following:

Land Acquisition	110-4181-499.45-12	\$ 88,000
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**Section 4. Source of Funds**


General Fund-Fund Balance	001-0000-253.20-00	\$ 88,000
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**Section 5. Effective date.** This ordinance shall take effect upon adoption by the Wasilla City Council.

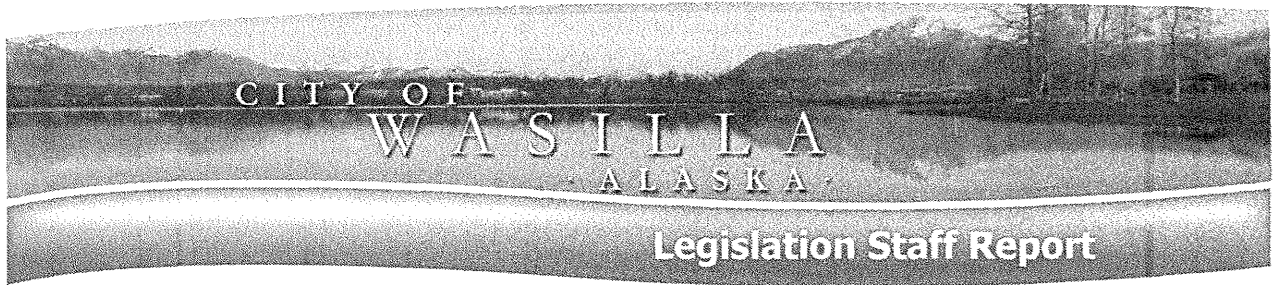
ADOPTED by the Wasilla City Council on May 14, 2012.

  
VERNE E. RUPRIGHT, Mayor

ATTEST:

  
KRISTIE SMITHERS, MMC, City Clerk

[SEAL]



**Ordinance Serial No. 12-15: AN ORDINANCE OF THE WASILLA CITY COUNCIL AMENDING THE FY2012 BUDGET BY APPROPRIATING \$88,000 FROM THE GENERAL FUND, FUND BALANCE TO THE CAPTIAL FUND'S LAND ACQUSITION ACCOUNT TO PURCHASE LOTS 10 AND 11, BLOCK 6, WASILLA TOWNSITE AND AUTHORIZING THE MAYOR TO EXECUTE THE LAND PURCHASE AND SALE AGREEMENT FOR SAID PURCHASE.**

**Agenda of:** April 23, 2012  
**Originator:** Administration

**Date:** April 12, 2012

Route to:	Department	Signature	Date
X	Public Works Director		4/12/12
X	Finance Director		2/12/12
X	Interim Deputy Administrator		4/12/12
X	City Clerk		4/16/12

**REVIEWED BY MAYOR VERNE E. RUPRIGHT:**

**FISCAL IMPACT:**  yes or  no Funds Available  Yes or  No

**Account name/number:** General Fund-Fund Balance

**Attachments:** Land Purchase and Sale Agreement (13 pages)  
 Resolution Serial No. 12-15 (2 pages)

**SUMMARY STATEMENT:** This ordinance appropriates funds to purchase 2 wooded lots at the corner Herning Avenue and Willow Street. These lots are next to Nunley Park are would extend the park boundary for future park use.

**STAFF RECOMMENDATION:** Adopt Ordinance Serial No. 12-15.

Land Purchase and Sale Agreement

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



Dated 04/11/2012 Brokerage Names AK MLS ID # Brokerage Ph
Listing Brokerage: Williams Investments 2061 (907) 376-5113
Selling Brokerage: Williams Investments 2061 (907) 376-5113

Licensee Names License # Direct Ph Cell Ph Email Address
Listing 1: Ethan Williams 4996 (907) 376-5113 (907) 232-8382 ethanw@mtaonline.net
Selling 1: Ethan Williams 4996 (907) 376-5113 (907) 232-8382 ethanw@mtaonline.net

Licensee Relationships:

The Seller and Buyer acknowledge the following:

- a) Listing Licensee(s) [X] is representing the Seller only (may assist the Buyer); or [ ] is assisting both the Buyer and Seller as a Neutral Licensee; or [ ] is assisting the Seller without representation under separate written agreement.
b) Selling Licensee(s) [ ] is representing the Buyer only (may assist the Seller); or [ ] is assisting both the Buyer and Seller as a Neutral Licensee; or [X] is representing the Seller only (may assist the Buyer); or [ ] is assisting the Buyer without representation under separate written agreement.

1) Buyer(s), City Of Wasilla, hereby deposit(s) earnest money of (\$ )Dollars
evidenced by: [ ] Cash [ ] Personal Check [ ] Cashier's Check [ ] Note, Due on (date)
[X] Or No Earnest Money Required
shall be held in trust by [ ] Listing Broker [ ] Selling Broker [ ] Other
as earnest money on and part payment for the purchase of real property and improvements situated in
Wasilla (city or area) 99654 (zip), in the
Recording District, State of Alaska, described as:
211 & 201 E Herning Avenue, Wasilla, AK 99654 (Address)
Wasilla Townsite L 10 & 11 B 6 (Legal) (the Property).

Purchase Price:
Eighty Seven Thousand 00/100 (\$87,000.00) Dollars
Down Payment (including earnest money shown above) \$ or %

2) Terms: Check one below:

- a) [X] All Cash Offer:
No loan is needed to purchase the Property; Buyer shall provide Seller written third-party documentation verifying sufficient funds to close no later than (date) (time).
b) [ ] New Financing: Closing is contingent upon Buyer obtaining financing as follows:
Lender:
i) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the Lender for processing of loan application. Brokers and Licensees have made no representations as to availability of any loans or interest rates. Buyer agrees that the interest rate offered by Lender is not a contingency of this Purchase Agreement, so long as Buyer qualifies for the financing herein agreed.
ii) Buyer to obtain loan commitment from Lender not later than (date).
iii) If Buyer fails to provide notice of inability to obtain loan commitment by such date and does not close, through no fault of the Seller, Buyer shall be in default.
iv) If Buyer is unable to obtain loan commitment from Lender by such date, through no fault of Buyer, Buyer to provide written notice to Seller and this Purchase Agreement shall terminate automatically.

**Land Purchase and Sale Agreement Regarding Property Described As:**

Address: 211 & 201 E Herning Avenue, Wasilla, AK 99654

Legal (the Property): Wasilla Townsite L 10 & 11 B 6

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c)  **Seller Financing:**

- i) \$ \_\_\_\_\_ payable at \$ \_\_\_\_\_, or more, per month including \_\_\_\_\_ % interest per annum for \_\_\_\_\_ years, which shall include (check if applicable):  a "Due on Sale" clause, and/or  a "Right to Sue Under the Note" clause.
- ii) Buyer shall provide Seller with Credit Report or other documentation, as required by Seller, verifying Buyer's ability to purchase according to the price, terms and conditions of the Purchase Agreement by \_\_\_\_\_, (date).
- iii) Seller Financing is contingent upon the Seller's approval of the documentation from Paragraph 2c(ii) on or before \_\_\_\_\_, (date). In the event Buyer fails to obtain Seller's approval, this Purchase Agreement shall automatically terminate.

**3) Costs:**

If applicable, the costs shall be paid by Buyer (B) or Seller (S) as indicated below. Costs payable by both Buyer and Seller to be shared equally. **Buyer to pay for any fees due to requirements of the lender not covered below.**

ITEM	B	S	ITEM	B	S	ITEM	B	S	ITEM	B	S
Credit Report			Escrow Closing Fee	X	X	Resale Certificate / Public Offer Statement			Assessments Levied		
Appraisal			Bank Set-Up Fee			Soils Test			Assessments Pending		
Atty Document Prep Fee	X	X	Annual Escrow Fee			Corner Survey			DEC/MOA Approval Fees		
Recording Fee	X	X	Tax Service Fee			Flood Certification			Sales Tax		
Assume/Transfer Fee			Loan Origination Fee			Brokerage Fee					
HOA Fees			Owner Title Insurance	X	X						

Buyer Acknowledges receiving copies of the following:  CCR's  Plat  Property Disclosure  
 HOA Dues are: \$ \_\_\_\_\_

**4) Funds At Closing:** Seller and Buyer agree before recording can take place, funds provided to the Closing Agent shall be in the following form: cash; interbank electronic transfer; money order; a certified check or cashier's check drawn on a financial institution located in the state; or any above combination that permits the Closing Agent to convert the deposit to cash not later than the next business day (AS 34.80.040).

**5) Recording/Possession:** This sale shall be recorded on 05/21/2012, (date) or earlier by mutual agreement. Prior to recording, Buyer and Seller agree to sign all reasonably necessary closing documents and to perform the reasonable conditions required by the Closing Agent and Buyer's Lender.

**6) Prorations:** Property taxes, interest on loans being assumed, prepaid rents, and HOA fees, if applicable, shall be prorated as of the date of recording.

**7) Title/Survey:**

- a) The Seller shall convey title by statutory warranty deed or \_\_\_\_\_.
- b) Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report and copies of the exceptions it discloses showing the condition of title to the Property. Upon execution of this Purchase Agreement by all parties, Seller will, at  Seller's  Buyer's sole expense, promptly order the report and exceptions from Mat-Su (Title Company) and furnish them to Buyer. Upon receipt of the report and exceptions, Buyer shall have \_\_\_\_\_ business days (five (5) if not filled in) within which to notify Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object, in writing, to any matters disclosed in the report shall constitute acceptance of the report. If, within \_\_\_\_\_ business days (five (5) if not filled in) following receipt of the objections, Seller fails to remove or correct the matters identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected prior to the closing date this transaction shall automatically terminate. After closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

**Land Purchase and Sale Agreement Regarding Property Described As:**

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Legal (the Property): Wasilla Townsite L 10 & 11 B 6

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**8) Documents Required By Law:**

- a) Buyer  has  has not received a copy of the **Alaska Real Estate Commission Consumer Pamphlet**.
- b) In the event a **Resale Certificate** or a **Public Offering Statement** is required by law for the transfer of this Property, it is hereby agreed that the time for the Buyer to review these documents begins at the date and time that the Buyer acknowledges in writing the receipt of these documents.

**9) Lot Size:** Any dimensions, square footage or acreage of the Property set forth in this Agreement are estimates, and may or may not be accurate. If lot dimensions or lot size is important to the Buyer, Buyer should independently determine such information.

**10) Utilities:** Buyer is hereby made aware that there may be cost incurred to connect utilities to subject property. No representation as to the availability or cost for actual utility services is made by Seller or Licensee or Broker.

**11) Property Condition:**

- a) Until the date of possession or recording, whichever is earlier, Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear.
- b) Buyer and Seller understand that Brokers and/or Licensees are not experts in the areas noted in Paragraph 11)e) and Buyer and Seller should rely solely on experts who are qualified in these areas. Brokers and/or their Licensees make no representations regarding the Property.
- c) Buyer shall have the right, at Buyer's expense, to have a licensed contractor(s) or other qualified professional(s) to further inspect and investigate the subject Property on or before \_\_\_\_\_, (date) \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. (time). Buyer may terminate this Agreement and receive a return of the Earnest Money if Buyer notifies Seller or Listing Broker in writing before the end of the inspection period that Buyer is not satisfied with Buyer's inspection or investigation. If Buyer does not so notify Seller or Listing Broker of Buyer's termination of this Agreement before the end of the inspection period, Buyer shall be deemed to have waived this contingency.
- d) Seller shall make the premises available for all inspections. Buyer shall defend, indemnify and hold Seller, Brokers and Licensees harmless from all liability or property damage including any liens, claims, damages or costs or personal injury arising from the Property inspections. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. This provision shall survive the termination of this Purchase Agreement.
- e) Buyer's inspection may include, but is not limited to: square footage, school boundaries, zoning, avalanche hazards, pests, structural, well (quantity/quality), soils, drainage, code compliances or possible environmental hazards, waste disposal sites, underground tanks, water contamination and/or other substances/products, etc.
- f) Except as otherwise specifically provided in this Agreement, Buyer accepts the Property AS IS, in its present condition, with all faults, latent or otherwise.
- g) Buyer shall, following any soil tests or other invasive examination, restore the property to its former condition. All holes shall be filled, and any debris shall be removed.

**12) Termination:** In the event this Purchase Agreement is terminated as provided for in this Purchase Agreement absent a default by the Buyer, all earnest money shall be returned to the Buyer and all parties shall be relieved of their obligations as set forth herein.

**13) Time of the Essence and Remedies:** Seller and Buyer understand that time is of the essence. If any obligation is not performed or waived as provided, or if any note or check received as earnest money or any other payment is not paid, honored or tendered when due, there shall be the following remedies:

- a) **If Buyer is in Default:** Seller's remedies shall be limited to liquidated damages in the amount of the earnest money set forth in Paragraph 1 above. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this contract. The parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.
- b) **If Seller is in Default:** Buyer may elect to treat this Purchase Agreement as canceled, in which case all earnest money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Purchase Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

**Land Purchase and Sale Agreement Regarding Property Described As:**

Address: 211 & 201 E Herning Avenue, Wasilla, AK 99654

Legal (the Property): Wasilla Townsite L 10 & 11 B 6

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**14) Earnest Money Dispute:** Notwithstanding any termination of this Purchase Agreement, Buyer and Seller agree that, in the event of any controversy regarding the earnest money held by Broker, the Broker may:

- a) Make the determination as to the cause of the failure of this Purchase Agreement and distribute the earnest money accordingly, or
- b) Require the parties to execute an agreement for the release of the earnest money, in which case the earnest money shall be distributed in accordance with such agreement. If the parties are unwilling to execute an agreement for the release of earnest money, the parties shall submit the matter to mediation as provided below, and if mediation fails, the broker may file an interpleader action in a court of competent jurisdiction requesting the court to determine the distribution of the earnest money. Broker shall be entitled to an award from the earnest money of attorneys' fees and costs.
- c) In the event the Broker makes a determination as to the cause of the failure of the Purchase Agreement and distributes the Earnest Money accordingly, the parties hereto agree to indemnify and hold the Broker harmless from any and all claims, liabilities or losses that either party may incur as a result of the Broker's decision.

**15) Mediation:** If a dispute arises relating to this Purchase Agreement, between or among Buyer and Seller, or Broker(s) and/or their representative(s), and is not resolved prior to or after recording, the parties shall first proceed in good faith to submit the matter to mediation. Costs to be shared by mutual agreement between or among the parties. Unless otherwise agreed in mediation, the parties retain their rights to proceed to arbitration or litigation.

**16) Costs and Expenses:** In the event of any arbitration or litigation relating to this Purchase Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

**17) Broker:** It is mutually agreed by all parties that the Brokers and/or their Licensees shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or omissions of Buyer or Seller.

- a) Both Buyer and Seller acknowledge Brokers are participants of the Alaska Multiple Listing Service, Inc., (AK MLS) and are authorized to report details of the sale to AK MLS.
- b) Buyer and Seller authorize any Lender, escrow agent, closing agent, appraiser, surveyor and any other related party to this sale to furnish and provide, on request or closing, any and all information and copies of documents related to this sale to both the Listing and Selling Brokers and their Licensees.

**18) Acceptance/Notice of Acceptance/Delivery:** This offer may be accepted by being signed by the other party with no changes, and such acceptance shall be effective when a complete copy of the fully signed agreement is delivered to the other party by any one of the following methods:

- a) Hand delivery to the other party or the other party's licensee or the other party's Brokerage;
- b) Via email to the other party or the other party's licensee, but only if the person transmitting the email receives electronic confirmation that the email was received by the intended recipient; or
- c) Via facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

This Purchase Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same documents. Delivery of a photocopy, telefax, electronic, carbon or carbonless copy of a signed original of this Purchase Agreement or any other documents referred to herein shall be treated the same as delivery of the original.

**19) Foreign Investment in Real Property Tax Act:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%) of the gross sales price, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to comply with FIRPTA.

**20) Attachments:**

The following attachments are hereby made part of this Purchase Agreement:

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**Land Purchase and Sale Agreement Regarding Property Described As:**

Address: 211 & 201 E Herning Avenue, Wasilla, AK 99654

Legal (the Property): Wasilla Townsite L 10 & 11 B 6

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**21) Additional Terms and Conditions:**

Ethan Williams, the seller, is a licensed real estate broker in the State of Alaska

See attached addendum for additional terms and conditions.

**22) Entire Agreement:** This Purchase Agreement and any attached addenda constitute the whole agreement between the parties. This document may not be modified except in writing and signed by the Parties.

- a) Buyer agrees to purchase and pay for the above-described Property on the terms and conditions herein stated. Receipt of a copy of this Purchase Agreement is hereby acknowledged. Buyer understands this is a legally binding contract.
- b) Buyer agrees that closing of the sale will constitute an acknowledgment that the premises and its systems are acceptable at the time the sale is closed.

In the event the Seller or Seller's Licensee has failed to notify Buyer or Buyer's Licensee, of the Seller's signed acceptance prior to 04/30/2012, (date) \_\_\_\_\_ a.m. 5:00 p.m. (time), this offer shall terminate.

This Purchase Agreement has significant legal and financial consequences. You are advised to seek independent legal and financial counsel, including tax advice from a tax attorney or CPA, before signing. The Brokers and Licensees cannot give legal, tax or financial advice.

Date \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Buyer Signature(s)	E-mail Address	Office Ph(s)	Cell Ph(s)
		Home Ph(s)	Fax Ph(s)
1: _____ City Of Wasilla	_____	_____	_____
2: _____	_____	_____	_____

Print name(s) to be on documents City Of Wasilla

Mail Address 290 E Herning, Wasilla AK 99654

Physical Address 290 E Herning, Wasilla AK 99654

Name of Selling Broker's Office Williams Investments

Licensee Signature *Ethan Williams* Licensee Signature \_\_\_\_\_

Selling Licensee #1 Fax Number: (907) 376-5780 Selling Licensee #2 Fax Number: \_\_\_\_\_

**Brokerage Fee:**

A real estate broker may be compensated by any party to a real estate transaction, by a third party, or by one or more of the parties to the transaction splitting or sharing the compensation. Seller and/or Buyer agree to pay forthwith at closing a brokerage fee in cash as stated in the Personal Services Agreement. (i.e. Listing Agreement, Buyer's Agreement)

Land Purchase and Sale Agreement Regarding Property Described As:

Address: 211 & 201 E Herning Avenue, Wasilla, AK 99654

Legal (the Property): Wasilla Townsite L 10 & 11 B 6

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**Seller Response: (sign only one!)**

- Seller accepts the foregoing offer as written. Seller agrees to sell and convey the Property described on the terms and conditions herein stated. Seller understands this is a legally binding contract.

Seller Signature(s)

1: Ethan Williams 2: \_\_\_\_\_ 3: \_\_\_\_\_

Ethan Williams

Date 4-11-12 Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

- Seller makes the attached Counter Offer

Seller Signature(s)

1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

Ethan Williams

Date \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

- Seller hereby rejects the foregoing offer and declines to make a Counter Offer

Seller Signature(s)

1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

Ethan Williams

Date \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Print name(s) Ethan Williams

Mail Address P.O. Box 872691, Wasilla AK 99687

Physical Address P.O. Box 872691, Wasilla AK 99687

Phone 232-8382

E-Mail ethanw@mtaonline.net

Name of Listing Broker's Office Williams Investments

Licensee Signature Ethan Williams Licensee Signature \_\_\_\_\_

Listing Licensee #1 Ethan Williams Fax Number: (907) 376-5780 Listing Licensee #2 Fax Number: \_\_\_\_\_





## ALASKA REAL ESTATE COMMISSION CONSUMER PAMPHLET

### About This Pamphlet:

In Alaska, a Real Estate Licensee is **required by law** to provide this pamphlet outlining the duties of a real estate licensee. After you have read the information contained in this pamphlet, please acknowledge receipt by signing **page 2** and return it to the real estate licensee who provided it to you. Your cooperation is appreciated.

There are four different types of relationships established by Alaska Real Estate Law:

- Specific Assistance – Licensee owes “Duties owed by a Licensee in all Relationships” as described in this pamphlet.
- Representation – Licensee owes “Duties Owed by a Licensee when Representing a Party” as described in this pamphlet.
- Designated Licensee – This occurs when a Licensee represents or provides specific assistance to a party to a transaction and another Licensee within the same company represents or provides specific assistance to the other party in the same transaction.
- Neutral Licensee – This occurs when a Licensee does not represent either party but provides specific assistance to both parties in the same transaction. The parties must authorize the Neutral Licensee relationship by signing the “Waiver of Right to be Represented” form.

### Duties owed by a Licensee in all Relationships:

- Exercise reasonable skill and care;
- Deal honestly and fairly;
- Present all written communications in a timely manner;
- Disclose all material information regarding the physical condition of a property;
- Account for all money and property received.

### Duties owed by a Licensee when Representing a Party:

- Duties owed by Licensee in all relationships listed above;
- Not knowingly do anything that is adverse or detrimental to your interests;
- Disclose all conflicts of interests to you in a timely manner;
- If a matter is outside their area of expertise, advise you to seek expert advice;
- Not disclose confidential information, even after the relationship ends, from or about you without written permission, except under a subpoena or court order;
- Make a good faith and continuous effort to accomplish your real estate goals. However, once you have entered into a specific real estate transaction agreement, their efforts refocus on its successful completion.

Your Real Estate Licensee may also work with a variety of other clients (they represent) and customers (they provide specific assistance to) in different working relationships. In those situations, representing or providing specific assistance to other sellers, buyers, lessors, and lessees does not create a conflict of interest while working with you, or within the duties mentioned above.

Occasionally, as a Seller or Lessor, a situation may arise that your Real Estate Licensee also is representing another client (Buyer or Lessee) who then becomes interested in your property – or vice versa.

Prior to showing the property, the Real Estate Licensee must obtain a written approval to be a Neutral Licensee for both parties. A Licensee may not show property as a neutral licensee without obtaining your written consent entitled “Waiver of Right to Be Represented” and it will restate the duties outlined above and additional ones owed by your Real Estate Licensee. Alaska real estate law allows, but does not require, you to Preauthorize a Licensee to be a “Neutral Licensee.” Having a different designated Licensee working for a seller or lessor and for the buyer or lessee in the same real estate transaction does not create dual agency or a conflict of interest for the real estate broker or for a Licensee employed by the same real estate broker.

**THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT**

Duties NOT owed by a Real Estate Licensee

Unless agreed in writing otherwise, the following are the duties your Real Estate Licensee does not owe to you:

- To conduct an independent investigation of a property
- To conduct an independent investigation of anyone's finances
- To independently verify the accuracy or completeness of a statement made by a party to a real estate transaction or by a person reasonably believed by the licensee to be reliable
- To show or search for properties without compensation

**THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT.**

The Licensee anticipates compensation to be paid by \_\_\_\_\_ buyer/lessee,  X  seller/lessor, or \_\_\_\_\_ both to the real estate brokers in the real estate transaction.

I understand and acknowledge receiving and reading this pamphlet on the type of relationships I may have with the real estate Licensee (including the broker).

I understand and acknowledge that  Ethan Williams  (Licensee) of \_\_\_\_\_

Williams Investments  (company) will be working with me under the following relationship:

- \_\_\_\_\_ Specific Assistance without Representation
- X  Representing the Seller/Lessor only (may assist Buyer/Lessee)
- \_\_\_\_\_ Representing the Buyer/Lessee only (may assist Seller/Lessor)
- \_\_\_\_\_ Under preauthorized Neutral Licensee (attached "Waiver of Right to Be Represented")

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date:  4-11-12  Time: \_\_\_\_\_  Ethan Williams   
City Of Wasilla

Date:  04/11/2012  Time: \_\_\_\_\_  Ethan Williams   
Real Estate Licensee Ethan Williams

Williams Investments   
Real Estate Company

**THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT**

**Sex Offender – Buyer Awareness Addendum**

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



1 In reference to the Purchase and Sale Agreement between:  
 2 City Of Wasilla, the Buyer(s),  
 3 and Ethan Williams, the Seller(s),  
 4 dated 04/11/2012, covering the real property commonly known as:  
 5 Address: 211 & 201 E Herring Avenue, Wasilla, AK 99654  
 6 Legal (the Property): Wasilla Townsite L 10 & 11 B 6

7  
 8 The State of Alaska requires the registration of sex offenders residing within the State of Alaska. The  
 9 registration requirements are located in AS12.63.010. Under this statute, a convicted sex offender is  
 10 required to register in person at the Alaska State Trooper Post or Municipal Police Department located  
 11 nearest to where the sex offender resides at the time of registration.

12  
 13 Additionally, a central registry of sex offenders has been created by AS16.65.087. This statute also outlines  
 14 the information contained in this central registry. The Alaska Department of Public Safety is charged with  
 15 maintaining this registry.


16  
 17 Should this information be material to your decision to purchase a specific property, you may contact the  
 18 Alaska State Trooper Post or Municipal Police Department near you for more information. You may also  
 19 obtain additional information on the State of Alaska /Department of Public Safety Internet site by clicking on  
 20 the Sex Offender Registry:

21  
 22 <http://www.dps.state.ak.us>

23  
 24 **As Buyer, it is your responsibility to independently investigate, discover,**  
 25 **and verify for yourself the acceptability of the neighborhood with respect to this issue.**

26  
 27 If Buyer elects to rescind this agreement based upon this investigation, Buyer must provide Seller with  
 28 written notice no later than 04/16/2012 (date).

29  
 30 In this event, this sale shall then become null and void and the earnest money shall be returned to Buyer.  
 31 Buyer's failure to notify Seller as herein provided shall conclusively be considered acceptance.

32  
 33  
 34 Date: \_\_\_\_\_ Dated: 04/11/2012  
 35 Buyer 1: \_\_\_\_\_ Seller 1:   
 36 Buyer 2: \_\_\_\_\_ Seller 2: \_\_\_\_\_  
 37 Buyer 3: \_\_\_\_\_ Seller 3: \_\_\_\_\_  
 38 Selling Office: Williams Investments Listing Office: Williams Investments

Land - Notice of Disclosure

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1 Date: 04/11/2012

2  
3 In reference to the Land Purchase and Sale Agreement between:  
4 City Of Wasilla, the Buyer(s), and  
5  
6 Ethan Williams, the Seller(s),

7  
8 dated 04/11/2012, covering real property commonly known as:

9  
10 Address: 211 & 201 E Herning Avenue, Wasilla, AK 99654

11  
12 Legal: Wasilla Townsite L 10 & 11 B 6

13  
14 **Earnest Money Deposits and Refunds:**

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

23  
24 **Land Use:**

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

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

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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:

Williams Investments (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.

Williams Investments (The Real Estate Brokerage for the Seller)

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.

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:

Blank lines for additional disclosures.

Dated: \_\_\_\_\_

Dated: 04/11/2012

Buyer 1: \_\_\_\_\_

Seller 1: [Signature] Ethan Williams

Buyer 2: City Of Wasilla

Seller 2: \_\_\_\_\_

Buyer 3: \_\_\_\_\_

Seller 3: \_\_\_\_\_

Selling Licensee(s) [Signature] Ethan Williams

Listing Licensee(s) [Signature] Ethan Williams

Selling Brokerage \_\_\_\_\_

Listing Brokerage \_\_\_\_\_

Williams Investments

Williams Investments

## DISCLOSURE OF CONFLICT OF INTEREST

The following conflicts of interest are hereby being disclosed in relation to the sale of property described as:

Lots 10, 11, Block 6, Wasilla Townsite

**Check any that may apply:**

- The buyer is a licensed real estate salesperson in the state of Alaska.
- The seller is a licensed real estate salesperson in the state of Alaska.
- The buyer is related to the real estate licensee in this transaction.
- The seller is related to the real estate licensee in this transaction.
- The seller has a business relationship with the real estate licensee in this transaction.
- The buyer has a business relationship with the real estate licensee in this transaction.
- A contractor performing work on the property in this transaction is related to the real estate licensee in this transaction.
- A contractor performing work on the property in this transaction is the real estate licensee in this transaction.
- The Selling Brokerage is being offered a selling bonus in conjunction with this sale.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Buyer (s)	Date
<i>[Signature]</i>	4-11-12
Seller (s)	Date
<i>[Signature]</i>	4-11-12
Licensee	Date
Licensee	Date

Revised 12/29/2004

