

FRANK LLOYD WRIGHT'S NORMAN LYKES HOUSE

DUE DILIGENCE PACKAGE



OCTOBER 16, 2019
AUCTION WITHOUT RESERVE

HERITAGE
AUCTIONS
LUXURY REAL ESTATE



FRANK LLOYD WRIGHT'S NORMAN LYKES HOUSE

6836 North 36th Street | Phoenix, AZ

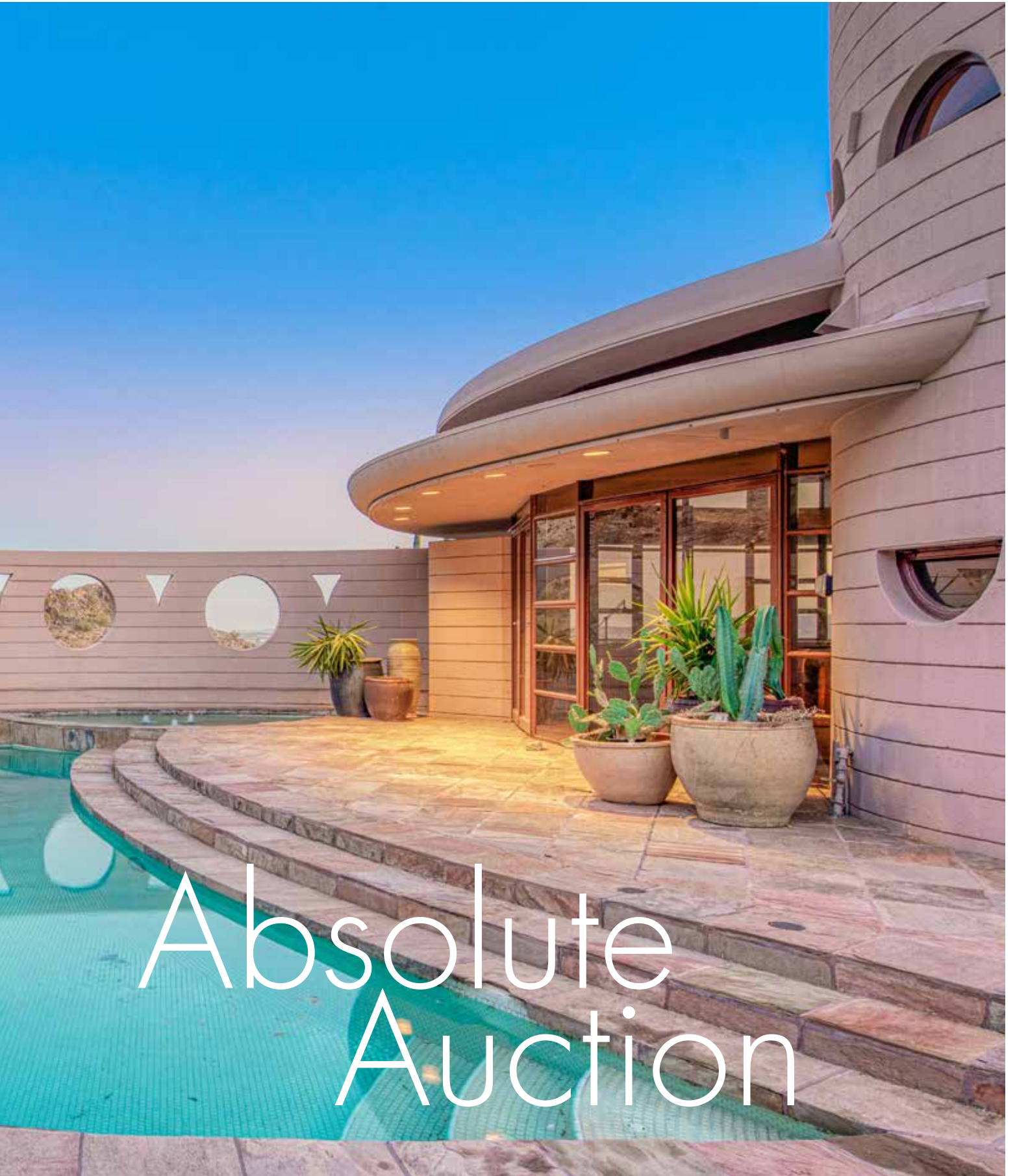
AUCTION WITHOUT RESERVE

October 16, 2019

[HA.com/Lykes](https://www.ha.com/Lykes)

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Absolute Auction

The background image shows a well-lit interior space. On the left, there is a curved wall with light-colored horizontal paneling. A wooden handrail runs along the wall, and a decorative circular object is mounted on the wall above it. In the center, a wooden door is visible. On the right, a large, curved wall is covered in light-colored, rectangular tiles. The floor is made of large, square tiles with a reddish-brown and brown marbled pattern.

Auction Information

The owners of this property have chosen to sell the home rapidly and cost-effectively by offering it at auction on Wednesday, October 16 at 2:00 PM. The property will be auctioned with live, on-site bidding. If you are interested in bidding but unable to attend, please contact our office at 855-261-0573 to discuss the opportunity for phone or proxy bidding.

All bidders are required to present \$50,000 to escrow to register to bid. Funds will be returned to the bidder promptly if he or she is not the winner. A 10% nonrefundable down payment will be due immediately after being declared the winning bidder. The remaining balance will be due in cash at closing within 30 days.

All bidders may register at any time during the preview, or on auction day at 11:00 AM. Bidding will begin promptly at 2:00 PM at 6836 N 36th St, Phoenix. A 10% Buyer's Premium will be added to the winning bid price for the property to arrive at the total contract price paid by the purchaser. A 2% commission will be paid to a licensed agent who registers the winning bidder prior to auction. To learn more about how to register your client please call 855-261-0573 or visit HA.com/lykes.

To aid buyers in evaluating this property, a comprehensive Due Diligence Package (DDP) has been created. To request a DDP, please call 855-261-0573 or visit HA.com/lykes.



VIEWING SCHEDULE:

Friday, October 11 – Monday, October 14 | 1 PM – 4 PM

Wednesday, October 16 | 11 AM – 1PM

LIVE AUCTION ON SITE:

Wednesday, October 16 | 2 PM

Auction Management Team

Nate Schar, Director

NateS@HA.com | 858-337-9568

Thania Kanewske, Director

ThaniaK@HA.com | 850-685-4629

Rochelle Mortensen, Manager

RochelleM@HA.com | 214-409-1384



PROPERTY ACCESS:

From Phoenix Sky Harbor Airport (9.7 miles):

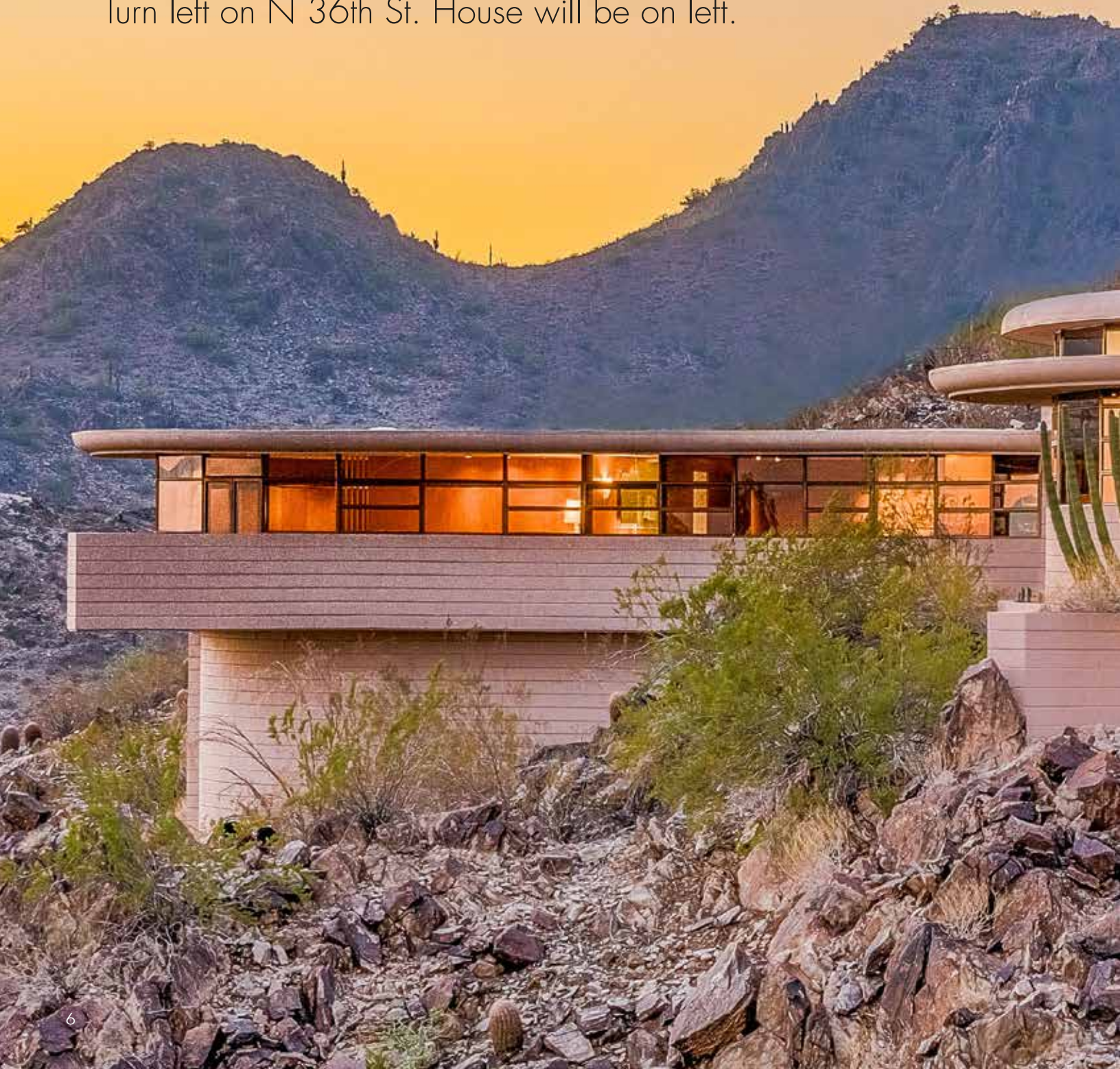
Take I-10W

Exit 147A-B for AZ Loop 202E

Take exit 1C for 32nd St

Turn right one E Lincoln Dr

Turn left on N 36th St. House will be on left.





What Distinguishes Heritage Auctions From Its Competitors?

Heritage Auctions' mission is to be the world's most trusted and efficient marketplace and information resource serving owners of elite real estate, fine art, collectibles, and other objects of enduring value.

We provide our customers unprecedented access to our services using the latest advancements in technology and by maintaining a strong presence in the world auction community. Our knowledgeable staff, along with an impressive suite of services, help our customers develop the auction opportunities possible, enhancing both their personal and financial wellbeing.

LEADERSHIP Under the stewardship of the strongest executive board and category directors in the industry, Heritage is the world's largest collectibles auctioneer and third largest auction house in the world (based on sales volume).

EXPERTISE Each treasured estate is represented by directors with decades of experience in selling luxury real estate throughout North America and the Caribbean. Heritage employs industry leaders in all phases of our operations, from our highly talented photographers using state-of-the-art digital imagery, a cutting-edge IT staff, an award-winning marketing department, and more, all working to ensure your estate brings top market value at auction. A worldwide firm, Heritage maintains offices in several foreign countries, facilitating important international customer demand for each estate, regardless of a bidder's location.

INTEGRITY From our first phone call to our last handshake, each exclusive property is handled with the utmost in care and singular priority.

QUALITY Heritage is committed to exceptional client service, attention to detail, and industry leading marketing efforts to bring a national and international audience to each property.

TECHNOLOGY On an average day, 46,000+ website visitors come to HA.com to view and participate. HA.com receives significantly more traffic than our two nearest competitors' sites combined.

TRANSPARENCY No hidden fees. Non-contingent close 30 days after auction.

RESULTS With over 1 million bidder-members from 219 countries and \$815+ million in 2017 sales, Heritage's buyer clout is matchless.

FINANCIAL STRENGTH Heritage maintains more than \$50 million in equity and owners' capital, all audited by KPMG. Entrusting your life's treasure is paramount, and risk is not an option.



DALLAS



NEW YORK



BEVERLY HILLS



SAN FRANCISCO



AMSTERDAM



HONG KONG



CHICAGO



PALM BEACH



LONDON

Why Buyers Prefer Heritage

- ◆ The buyer sets the price.
 - ◆ We provide a transparent and streamlined buying process.
 - ◆ All bids are final with no long negotiation process.
 - ◆ The terms are determined prior to auction.
 - ◆ Due diligence is provided.
 - ◆ Buyers know the seller is serious.
 - ◆ All buyers are treated equally and fairly.
 - ◆ Buyers are confident they will pay true market value for the property.
-

“

I have been extremely pleased with my involvement with Heritage Auctions.
It is a very professional operation, well executed with no confusion.
I have been very impressed with the courtesy of everyone involved.

R.F. of Murfreesboro, TN

”

Heritage Auctions Categories

In addition to Luxury Real Estate, Heritage also specializes in these auction categories:

Collectibles

- Animation Art
- Comics & Comic Art
- Entertainment & Music Memorabilia
- European Comic Art
- Movie Posters
- Sports Collectibles
- Stamps
- Vintage Guitars & Musical Instruments

Historical

- Americana & Political
- Arms & Armor
- Civil War & Militaria
- Historical Manuscripts
- Judaica
- Rare Books
- Space Exploration
- Texana

Luxury Lifestyle

- Fine Jewelry
- Handbags & Luxury Accessories
- Luxury Real Estate
- Rare & Fine Wine
- Watches & Fine Timepieces

Numismatics

- U.S. Coins
- U.S. Currency
- World & Ancient Coins
- World Paper Money

Specialty & Services

- Appraisals
- Trusts & Estates

Fine & Decorative Arts

- American Art
- Art Deco & Art Nouveau
- Asian Art
- California Art
- Design
- Ethnographic Art
- European Art
- Fine & Decorative Arts
- Illustration Art
- Modern & Contemporary
- Photographs
- Prints & Multiples
- Silver & Objects of Vertu
- Texas Art
- Tiffany, Lalique & Art Glass
- Urban Art
- Western Art

Celebrity Clients and Institutional Organizations

Nicolas Cage

Buzz Aldrin

Peter Fonda

Whoopi Goldberg

Christopher Forbes

Buddy Holly Estate

Stan Lee

Johnny Ramone

Sylvester Stallone

Frito Lay

Warner Brothers (DC Comics and MAD Magazine)

American Red Cross

Smithsonian

John Wayne Enterprises

Stanford University

Playboy Enterprises

Random House

Innovative Luxury Branding

Reflecting our commitment to pioneering the best possible outcomes for our clients, Heritage was recently named by *Robb Report* as one of the 25 most innovative luxury brands, alongside Lamborghini, Cartier, Gagosian Gallery, and Heesen Yachts, among others.

Through the work of its press office, Heritage regularly receives coverage of its auctions from, among other outlets, the Associated Press, Reuters, UPI, Agence-France Presse, Japan's Kyodo News Agency, Germany's Deutsche Presse Agence, Spain's EFE, *The Wall Street Journal*, *The New York Times*, The TODAY Show, ABC News, Bloomberg, FOX News, The Huffington Post/AOL, MSNBC and Yahoo home pages worldwide.





Heritage Auctions


BY SELLING COINS and other collectibles that range from comic books to crystals to dinosaur skeletons, Heritage Auctions has risen into the upper echelon of the auction world.

Whatever comes across the block at Heritage, there seems to be a demand for it. Despite the recession, the Dallas-based company's revenue jumped from \$562 million in 2007 to \$890 million last year. It has become the world's largest collectibles auction house and the third largest house overall, behind Sotheby's and Christie's.

Heritage's success can be attributed to what it sells and how it sells it. Like the centuries-old Sotheby's and Christie's—and just about every other auction house now—Heritage, which has been in business since 1976, allows buyers to make real-time bids online during live auctions. But Heritage pioneered this practice. It has provided

the online option since 1999, and its website containing catalog information and sales prices has been up since the year before that. Sotheby's was a year behind Heritage, launching its website in 1999 and its initial online bidding service, in partnership with Amazon.com, in 2000.

Christie's clients were not able to bid online until 2006.

Early on, Heritage debunked the notion that collectors would make top-dollar bids only on items in their presence. The house made its first million-dollar online sale in 2006, when a client paid \$1.3 million for a 1792 American half dime coin. Other noteworthy online transactions include the \$3.7 million sale of an 1804 silver dollar in 2008 and, three years ago, the nearly \$1.1 million sale of a 1939 comic book that features Batman's debut. 800.872.6467, www.ha.com —LARRY BEAN. 



In a 2008 auction, this 1804 silver dollar sold to an online bidder for more than \$3.7 million.

The Heritage Team



Nate Schar
Director, Luxury Real Estate
NateS@HA.com



Thania Kanewske
Director, Luxury Real Estate
ThaniaK@HA.com



Rochelle Mortensen
Manager, Luxury Real Estate
RochelleM@HA.com



Steve Ivy
Co-Chairman and CEO



Jim Halperin
Co-Chairman



Greg Rohan
President



Paul Minshull
Chief Operating Officer



Jeff Greer – VP of Marketing

Katharine Harris – Category Marketing Specialist

Eric Bradley – Director of Public Relations

Mark Masat – Art Director

Taylor Lewis – Videographer

Wendie Goers – Art Director

Brian Keagy – Proposal Development

Hector Cantu – Editor

Mary Hermann – Print Production Manager

Donald Fuller – Manager of Photography

Richard Brainerd – General Counsel

Michelle Castro – Director of Trusts & Estates

Meredith Meuwly – Director of Appraisal Services

James Ivy – Licensed Broker Associate

Brian Shipman – CIO

Michael Weems – Chief Digital Officer

Julie Sexton – Senior Web Marketing Specialist

Matt Polakoff – Senior eCommerce Specialist

Jeff Patzewitsch – IT Project Management

Norma Villegas – VP Auction Operations

Becky Dirting – VP Collectibles

Kathleen Guzman – Managing Director, New York

Hayley Brigham – Managing Director, Beverly Hills

Jennifer Marsh – Managing Director, San Francisco

Introducing the Norman Lykes House





*Uncompromising quality.
Unparalleled opportunity.*



CLASSIC MID-CENTURY MODERN DESIGN AND AN UNSURPASSED VIEW OVER PHOENIX ARE CALLING.

An exceptional example of Frank Lloyd Wright's late work, the legendary Norman Lykes home near the Phoenix Biltmore is an incredibly well-preserved collectable. A series of overlapping and intersecting circles, the "Circular Sun House" was designed shortly before Wright's Guggenheim Museum opened and was the last residence Wright ever designed.

Masterfully designed to weave in and around the natural landscape, the Lykes home is constructed of concrete blocks colored to blend with the boulders surrounding it. The innovative construction on the edge of the Phoenix Mountain Preserve creates an excellent living environment and captures the ever-changing patterns of light and shadow as the sun travels across the valley. The artful use of negative space and curving lines creates a home that is both visually stunning and invitingly livable.

"Study nature, love nature, stay close to nature. It will never fail you."
- Frank Lloyd Wright





Highlights Include:

- Frank Lloyd Wright's Last Residential Design
- 3095± square feet
- Private 1.3+ acre lot with gated driveway
- 3 beds/3 baths/2 living areas
- Sweeping south facing views across the valley
- Garden terrace features indoor bar plus pool lined with mother of pearl
- Stunning circular fireplace reminiscent of the Guggenheim building, which was being built at the time this house was designed
- On the edge of the Phoenix Mountains Preserve
- One mile from Wright-designed Biltmore
- Private office has 360-degree views.
- Handcrafted Philippine mahogany throughout
- Completely furnished with mid-century modern and designer furniture







Striking and thoughtfully designed, the kitchen is convenient and efficient

The working heart of any home, the Norman Lykes house kitchen is a model of efficiency and aestheticism. Curving walls provide ample counter space for the busiest cooks. Ever mindful of a smooth workflow, Wright innovated a stylish moveable island to keep all of the necessities within arm's reach

Cooking for a crowd? Spacious and efficient work flow are accentuated by the stainless steel counters and abundant Philippine mahogany cabinet storage. Even the choosiest chefs will appreciate the carefully selected Gaggenau and SubZero appliances.

A treasure of mid-century modern design, this kitchen was originally designed to accommodate a busy family of five and performed marvelously well with the task.



COMFORTABLY ELEGANT

THREE STYLISH BEDROOMS BECKON -EACH WITH STUNNING CANYON VIEWS.



Each of the three bedrooms of the Lykes house are comfortable rooms with uninterrupted views. The circular master suite features a sitting room with a Donghia chaise, and an upholstered bed by Nick Berman. Not to be outdone, each secondary bedroom also features sumptuous fabrics and stylish designer furniture.



The attention to detail in this extraordinary home is evident throughout. Coppery Bisazza tiles glow in harmony with the Philippine mahogany .





THREE BATHS EACH OFFER A BEAUTIFULLY EFFICIENT PLACE TO START — OR END — YOUR DAY.



From gleaming mahogany cabinetry to warm copper-hued tiles, each bathroom blends perfectly into the aesthetic of the home. Renovated from the original design, yet blending perfectly into the mid-century modern aesthetic, no detail was overlooked in creating perfect spaces—each with canyon views. Uncompromising in design, each room is a delight.

Pictured here: Italian marble and copper-colored glass tiles grace the master bath. Bisazza tiles are used extensively in the secondary baths.

THE GOOD LIFE

*MORE THAN JUST A VISUAL MASTERPIECE,
THE "CIRCULAR SUN HOUSE" CREATES
LIVEABLE AND LIVELY SPACES*

Who wouldn't want to take a dip in this gorgeous pool? Lined with shimmering mother of pearl tiles, it's a welcoming oasis. A nearby fountain bubbles happily in the shadow of the garden wall. Tucked away next to the entry, there's also an indoor wet bar that makes entertaining a breeze. The garden wall provides a stylish way to enjoy both desert views and complete privacy. Entertain a crowd or enjoy your own quiet sanctuary in this most spectacular of outdoor retreats.







AN ARTFUL MID-CENTURY MASTERPIECE



The deconstructed spirals of the Lykes house reflect the undulations of the mountain. The effect is a building that appears to grow from the mountain itself, rather than sit on top of it. This is a demonstration of Wright's dedication to what he termed "organic architecture" - building to work with and through the surrounding nature. It is a perfect example of Wright's aim to ensure the landscape both informs the design and is simultaneously enhanced by it.

(Opposite) Designed and constructed to have minimal impact on the desert, each block was hand carried to the spot where it now rests. This rocky outcropping was intended to be preserved in the construction and helps the home melt into the landscape.

(Top Left) Colors used in the home reflect those seen outside. Dusky desert rose, warm copper hues, soft purples work in concert with the changing light of the day.

(Top Right) Intersecting and overlapping circles reflect the local mountains and the native kiwas.

(Bottom right) A cozy and practical library with skylights provides a comfortable place to work and reflect.



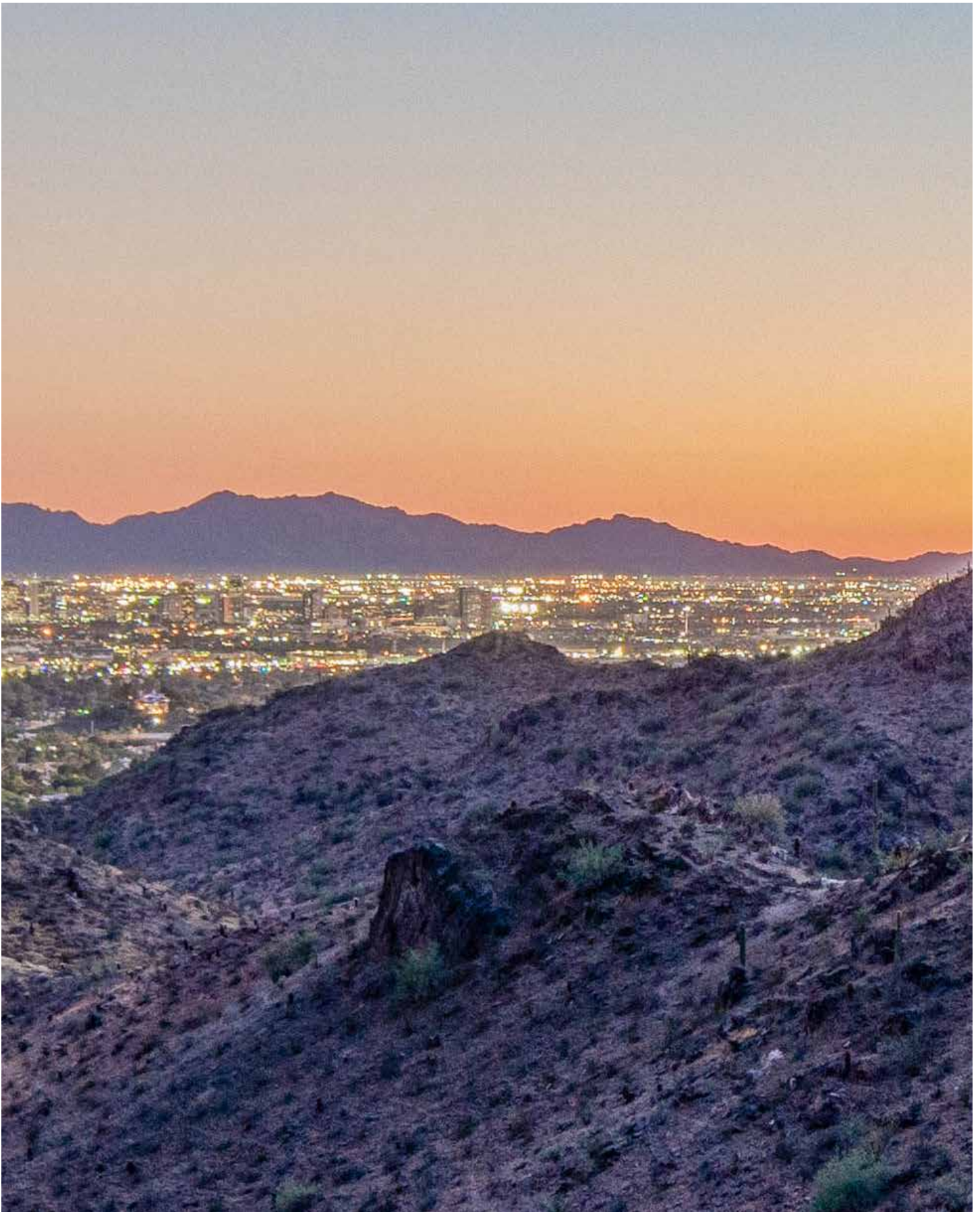


Welcome to Phoenix

SURROUNDED BY MOUNTAINS, THE VALLEY OF THE SUN IS A GREAT PLACE TO EXPLORE NATURE, ENJOY GREAT ENTERTAINMENT, AND INDULGE IN THE FINER THINGS.

As one of the sunniest cities in America, Phoenix is a great place to explore. Whether you're looking for incredible hiking trails, a vibrant art scene, or boutique shopping, Phoenix has it all.

Greater Phoenix is home to nearly 200 golf courses of nearly every imaginable variety. From desert landscapes, to piney woods, to opulent resorts, tee times are available year-round at every level of play. And speaking of opulence, destination spas, fine dining, and casinos may be found in abundance in the Valley. Whatever your pleasure, you'll have your choice of opportunities to wine, dine, and unwind in the Sonoran desert.



Due Diligence Introduction

This property is being sold "as-is"; the seller gives no warranty or guarantee as to the fitness or condition of the property. The buyer is buying the property located at 6836 N 36th St, Phoenix, AZ 85018, in whatever condition it presently exists, and that the buyer is accepting the real property "with all faults," whether or not immediately apparent. Buyers are encouraged to conduct their own thorough inspection of the property and solely rely on information provided by their own retained experts (i.e. contractors, inspectors, engineers, surveyors, etc.) For reference only, the seller has provided the following reports and materials conducted by reputable 3rd party experts. All information contained herein is subject to corrections, amendments, errors and omissions. Heritage welcomes further inspection by any buyer representatives, and will grant access by appointment. Please call 855-261-0573 for an appointment during the scheduled property viewing times.

Due Diligence Materials

Property Information Sheet

Norman Lykes House

6836 N 36th St

Phoenix, AZ 85018

Property Notes:

About the design

Frank Lloyd Wright's final residential design, also known as the "Circular Sun House," the home is a Late Period Circular home (one of only 14 circular homes he designed). Wright was working on the design with John Rattenbury at the time of his death. Topography had already been surveyed and initial sketches drawn. Wright's directive was to not disturb the mountain, and drew the circular design to go around outcroppings of rocks and to reflect the shape of the mountains. Concrete blocks were hand-carried into position to avoid disturbing the desert as much as possible.

Reminiscent of the Guggenheim, the house was designed 6 months before the museum opened. The spiral design of the museum is believed to be inspired by a nautilus shell, and he played with the circular theme for the last 15 years of his life. While elements of the home reflect a similar embracing of curve, the deconstructed spirals of the Circular Sun House are meant to reflect the undulations of the mountainside, to have the house appear to grow from the mountain itself, rather than sit on top of it. This is a reflection of his dedication to what he called "organic architecture." He believed the landscape should inform the design of the building, and should be enhanced by it.

Design is overlapping and intersecting circles. Curved triangle shapes seen are a physical manifestation of the negative space left when two circles touch. You can see them in the balcony, the planter, the pierced wall of the garden, and in relief on the office tower.

About the Location:

Located in the Biltmore area of Phoenix, the home is within close proximity to spas, golf, luxury retail, and restaurants. It also has easy access to the Ruth Hamilton Trail and Phoenix City Viewpoint.

About the House Overall:

- Designed in 1959, Built 1967. Renovated in 1994
- 3095 sf total
- 3 beds/3 baths
- Main Floor includes kitchen, great room, media room, utility room, library/study with wet bar, 3 beds, 3 baths
- Second Floor Office – 360-degree views of mountain, Palm Canyon, Phoenix; ventilated staircase, built-in workspace in Philippine Mahogany
- Terrace/Pool area – mother of pearl tiles, fountain, indoor bar
- Exterior storage in carport, beneath driveway, exterior access to HVAC, water heater
- 1.3+ acres near the top of the mountain
- 1994 plan updated wiring, HVAC, reduced number of bedrooms from 5 to three, changed workshop into media room, added Wright-designed pool and updated bathroom to better incorporate circular design. Kitchen cabinets were replaced with replicas because they were too damaged to refurbish.
- Estimated Taxes: \$13,245
- 2 car carport with covered walkway, storage building
- Original circular fireplace has propane starter
- Overhanging design provides shade to the windows
- Philippine Mahogany cabinetry and paneling throughout
- Master suite with balcony and canyon views
- Master bath features desert rose and white Italian marble floors and copper-colored Italian glass tiles
- Secondary bathrooms feature desert rose and copper Bisazza tile
- Copper slate flooring in main living areas
- Mid-century modern furniture conveys to winning bidder. Small stools, table, night stands and end tables were designed for the house by Wright. Origami chairs and the barrel chairs are by Cassina, Nick Berman upholstered bed, and Donghia chaise
- Water/Sewer: City
- Heating: propane
- Copper screens (available, not presently hung) and copper colored accents around windows

About the Kitchen:

- SubZero Refrigerator
- Stainless countertops
- SubZero Dishwasher
- Gaggenau Oven, Convection Microwave, Cooktop (LP)
- Mounted flat screen TV
- Moveable Island keeps everything in reach.

Inclusions



INCLUSIONS/EXCLUSIONS

AUCTION FOR: 6836 N 36th St, Phoenix, AZ 85018

Wednesday, October 16, 2019

All furniture as seen on the property during the preview period are included in the sale, with the exception of the piano. Personal items and artwork are excluded from the sale.



Western State's Home Inspections LLC

20598 S. 187th Way
Queen Creek, AZ 85142
(480) 385-9129

<https://westernstatehomeinspections.yolasite.com/>
wshiaz@gmail.com

Inspected By: Andrew Jandura #41778



Home Inspection Report

Prepared For:

ROCHELLE MORTENSEN

Property Address:

6836 N 36th St

Phoenix, AZ 85018

Inspected on Fri, Aug 23 2019 at 9:00 AM

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Thank you for the opportunity to conduct a home inspection of the property listed above. We understand that the function of this report is to assist you in understanding the condition of the property to assist in making an informed decision. The report is designed to be easy to read and comprehend however it is important to read the entire report to obtain a full understanding of the scope, limitations and exclusions of the inspection.

In addition to the checklist items of the report there are several comments which are meant to help you further understand certain conditions observed. These are easy to find by looking for their icons along the left side margin. Comments with the blue icon are primarily informational and comments with the orange icon are also displayed on the summary. Please read them all.

DEFINITION OF CONDITION TERMS

Functional/Satisfactory Where Visible: At the time of inspection the component is functional without observed signs of a substantial defect where visible.

Evaluate/Repair or Replace: These are Components and or Systems that do not function as intended or designed. The items described in this inspection report require further evaluation by a licensed specialist who can recommend a repair or replacement of the described condition.

Not Inspected: these are components and systems that were not inspected because they may have been not accessible, not visible, not present, turned off, shut down etc. These components/systems should be inspected/tested prior to the close of escrow.

Not Applicable/Not Present : The (AZ SOPP) requires comment on certain mandatory items/areas that may not be present on your Property. Not applicable will apply to those areas that are not pertinent for the property inspected.

Not Applicable/Not Visible: The (AZ SOPP) requires comment on certain mandatory items/areas that may not be Visible on your Property. Not Visible will apply to those areas on the property.

Corrective action items: May include; component requires further technical evaluation by qualified professional tradesman or service technician before close of escrow to determine the nature of any potential defect, the corrective action and any

associated cost.

*****SCOPE OF WORK*****

(This report is the sole ownership of the buyer listed on this Report).

We have been hired to perform a general inspection in accordance with the Arizona Standards of Professional Practice (AZ SOPP) and the inspection agreement previously signed by the client. It differs from an inspection performed by individual specialist, which could become quite costly, extremely innovative and timely. A generalist inspection such as the one performed today will be completed in several hours with the report being generated on site and also ready accessible at anytime there after and performed at a significant reduction in the price of a specialist inspection.

The purpose of a general inspection is to identify defects or adverse conditions that would lead you to make an informed decision on the purchase of your home. We evaluate conditions, systems, or components and report on their condition, which does not mean that they are ideal but that they are either functional or met a reasonable standard at a given point in time. We do take into consideration age of a home and allow for the inevitable deterioration wear and tear that arise through time, such as the cracks in the concrete and plaster/drywall around the windows and doors, scuffed walls or woodwork, worn or squeaky floors, stiff or stuck windows, and cabinetry that does not function as it did when new. We consider these to be cosmetic and do not comment on them in our report.

We are not certified, nor do we have the expertise, to test for environmental contaminants, or make note on the following; termites, any type of crawling or flying insects, birds, snakes, rodents or reptiles of any kind, scorpions, bedbugs, dry rot, fungus or mold, but may alert you to the possible presence if visible. Anytime such indications are noted, we highly recommend that qualified specialist be called. Anytime this inspection report or Seller has disclosed evidence of moisture penetration (Active or Previous), you may have a mold problem. You may wish to consult with a environmental company about mold when water damage has occurred. We do not test the quality of air, however clean air is essential to your health, and we recommend air sampling and the cleaning of supply ducts periodically for environmental hygiene. Due to the complicated components that are in and around the home, we encourage you to ask questions. An open line of communication can make the world a difference between understanding and miscommunication.

Because of the limited time of it and inspection we review the summary items only on-site and encourage you to thoroughly read this report to get a clear and concise understanding of the entire home. If after reading the report there are questions that arise, please feel free to call or email and the inspector will try to answer you as clear and concise as possible.

We recommend that any repairs that are to be performed should be by a licensed professional contractor and done so prior to the close of escrow, this is because a specialist that could affect your evaluation of the property could identify other conditions/defects. Our service does not include any form of warranty/guarantee of any kind for this home inspection or any revisit/re-inspection of work/repairs performed on this property. We recommend that you obtain any permits, receipt's, invoices, documentation of any work performed on the home. You should refer to those documents or contractors for any repairs or issues that may arise when you take ownership of your new Home.

Report Summary

Corrective action items: May include; components that require further technical or invasive evaluation by qualified professional tradesman or service technician before close of escrow to determine the nature of any potential defect, the corrective action and any associated cost.

Kitchen: 3 Hole 120 Outlet

1) Comment 1: The GFCI reset outlet remained on after being tripped. This may be due to a faulty outlet or faulty wiring. Kitchen right of sink

Kitchen: Lights/Switches

2) Comment 2: Lights did not illuminate. Kitchen ceiling And counters.

Kitchen: Sinks

3) Comment 3: Corrosion noted at the shut off valves Under the kitchen sink.

4) Comment 4: The faucet is corroded in the kitchen.

5) Comment 5: R/O shut off valve is to the off position. We recommend asking homeowner for further information and/or Seeking the advice of a water filtration specialist/plumber.

Kitchen: Cabinets & Countertops

6) Comment 6: The cabinet door binds or sticks. Kitchen above sink and above cooktop

7) Comment 7: Previous Water Damage*** Observed under the Kitchen sink. This may indicate a previous leak or active leak. We did not observe Moisture during the inspection. We recommend asking homeowner For further info or seeking the advice of a licensed contractor.

Dishwasher

8) Comment 8: The dishwasher did not activate when tested.

(Report Summary continued)

Refrigerator/Freezer

9) Comment 9: The refrigerator/freezer coils are covered with dust. We recommend cleaning coils as a part of normal maintenance for proper operation of the refrigerator/freezer.

10) Comment 10: Rust/corrosion noted at the refrigerator interior. Moisture was not present during the inspection

Mini Auxiliary Refrigerator

11) Comment 11: Refrigerator/icemaker was off. We recommend asking homeowner for further information. Or seeking advice of a licensed appliance company. Pool house

Ice Maker

12) Comment 12: Icemaker was not turned in the kitchen . We recommend that you have the icemaker turned on for your walk-through before close of escrow.

Bathroom: Sink(s)

13) Comment 13: Corrosion noted at the drain underneath the sink. MBR bath

Bathroom: Counter Top / Cabinet

14) Comment 14: Previous water damage noted at the bathroom cabinet maybe from a previous or active leak. No moisture was present at the time of the inspection. We recommend asking the current homeowner for further information and or seeking the advice of a licensed contractor. MBR bath

Bathroom: Shower

15) Comment 15: The showerhead is missing in the MBR bath.

16) Comment 16: A steamer was observed in the master bedroom bath shower. The steamer mechanism was not found and the button in the shower did not activate a steamer.

(Report Summary continued)

Bathrooms: Bath Tub

17) Comment 17: No access panel is provided for the jet/whirlpool tub. We recommend that access be added and the pump/electrical components to be accessible/inspected.

18) Comment 18: Black debris came out of the Jets when turned on. We recommend cleaning the jet tub before use. MBR bath.

19) Comment 19: The tub faucet spout is corroded. MBR bath

Entry Door(s) Condition

20) Comment 20: The front entry door lock set is difficult to operate. It opens in one direction only

21) Comment 21: The metal door is rusted and corroded. Pool house entry. Family room patio

22) Comment 22: The inactive portion of the double doors is difficult to open. Family room patio

23) Comment 23: The door lock set hardware is missing/damaged and the door could not be tested. Eating area patio. MBR balcony

24) Comment 24: Daylight is visible at the exterior doors in various locations .

Interior Door(s) Condition

25) Comment 25: The pocket door is difficult to open and close. Pool house closet. MBR

26) Comment 26: Door rubs the door frame/jamb. We recommend the door be adjusted to operate easily. S bedroom

Window Types

27) Comment 27: The window is difficult to latch. Kitchen

28) Comment 28: Discoloration/Staining/Bubbled Blistered Paint noted at the Window Sill/ Drywall/Frame. S bedroom. Hall bath. 2nd floor office

29) Comment 29: Window does not open. 2nd floor office

(Report Summary continued)

Fireplace(s)

30) Comment 31: Mechanical stop is not installed for the Gas fireplace damper.

Interior: Light(s)

31) Comment 32: Ceiling light did not illuminate. Various locations

Interior: 3-Hole 120 Outlet(s)

32) Comment 33: The outlets are not energized. Library.

Interior: Electrical Switch(es)

33) Comment 34: Switches did not illuminate or activate lights in various locations. We recommend that a licensed electrician evaluate the lighting/electrical systems

Black Substances Were Visible/Present

34) Comment 35: Black substances were noted. We recommend further evaluation By a Microbial/Environmentalist Specialist to determine what the substance is. MBR bath cabinet below sink

Property Grading/Drainage

35) Comment 36: This home is built in a mountain. Grading slopes towards the home

Patios/Decks Location/ Condition

36) Comment 37: Pool Patio tiles are loose/displaced in various locations.

Retaining Wall(s)

37) Comment 38: No weep holes/drainage holes are visible/ installed in the retaining walls. Weep holes are designed to drain the water that traps behind the retaining wall. Efflorescence/water damage/wall movement can occur if weep holes are not installed. Weep holes may be installed below the Pavers/ Concrete / Gravel but we cannot see that/verify that. We recommend asking homeowner for further information or seeking the advice of a licensed Blockwall contractor. NO CONDITIONS WERE VISIBLE AT THE RETAINING WALLS DURING THE INSPECTION

(Report Summary continued)

Exterior: 3-Hole 120 Outlets

38) Comment 39: 3-hole outlet GFCI does not trip. The outlet does not trip with the test button or an external testing device. This may indicate a defective GFCI or defective wiring condition. Below main electrical panel. Rear patio area

39) Comment 40: Exterior 3-hole outlet is not GFCI protected. Pool equipment area

40) Comment 41: Exterior: 3-hole outlet is not energized. Pool house utility room

Exterior: Lights

41) Comment 42: Lights did not illuminate in various locations.

Exterior: Wall Cladding Condition % Visible

42) Comment 43: The waterproofing membrane is separated or detached from the block wall. Exterior storage room. N side

43) Comment 44: A small opening was noted at the bottom of the wall exterior. South west side. Damaged wood and Water damage noted where visible.

Exterior: Utility Room Evidence Of Water Damage

44) Comment 45: Evidence of water stains/water damage visible in the exterior closet. Recommend asking homeowner for further information and or seeking the advice of a licensed contractor. Pool house utility room

45) Comment 46: A waterline is dripping in the exterior utility room. Water has accumulated at the interior of the room.

Evidence Of Rodent Debris

46) Comment 47: Evidence of rodents visible on the property. We recommend licensed pest control company evaluate and take correct of action. Pool house utility room. S side at opening below exterior wall

(Report Summary continued)

Foundation Material & Condition

47) Comment 48: A portion of the house footing is exposed. Southside. Cracks noted at the exposed concrete.

Signs of Water Penetration

48) Comment 49: Interior block walls have Scaling/Deterioration/Efflorescence and water staining present. Den/tv room. Excessive moisture penetration was noted at the House interior where visible. The grading slopes toward the home on this side of the structure. See exterior walls

Heating/Cooling Condenser Approx. Age

49) Comment 50: Three of the four HVAC systems have been recently replaced. We recommend that you speak with the current homeowner regarding any potential documentation or warranties

Heating/Cooling: Condenser Unit

50) Comment 51: The manufacturer of the condenser units recommends maximum fuse or circuit breaker sizes as 50 and 25 Amps. The installed circuit breakers are larger than recommended.

Heating/Cooling Source All Rooms

51) Comment 52: No supply duct/supply register(No Heating/cooling) is installed/visible. Laundry room

Heat Pump Heating/Cooling Performance

52) Comment 53: The circuit breaker for the second floor HVAC system was in the off position. We do not set circuit breakers for safety and insurance reasons

53) Comment 54: The buried electrical conduit is not wrapped to protect against rust and corrosion. North west side

(Report Summary continued)

Heating/cooling Fan Unit Age Aproximately

54) Comment 55: Kill switch/ Float is not installed. We recommend adding a Kill switch so when the condensate line gets clogged it does not cause water damage To the interior spaces

Heating/Cooling: Fan Unit Condition

55) Comment 56: Water stains/rust/water damage noted at the fan units. This may be from condensation from the Freon line, a clogged condensate line or a problem with the fan internal components. laundry utility

Water PSI/Pressure Regulator Condition

56) Comment 57: Water pressure is too high.We recommend licensed plumber replacing/adjusting pressure regulator. The approximate 100 psi should be between 60 and 80 psi Max.

The pressure fluctuated while being tested

Exterior Water Supply Distribution Piping Material & Condition

57) Comment 58: Corrosion notes at the water piping. Visible at water heater area. Pool house.

Waste Pipe/Vent Material & Condition

58) Comment 59: The plumbing vent Termination is less than the required 6 inches above the roof surface.

Location: Gas Meter / Gas Piping Conditions/Materials

59) Comment 60: The gauge on top of the propane tank indicated the tank was empty. Gas fired components could not be tested. Cooktop. Fireplace

Water Heater Condition

60) Comment 61: Corrosion and staining noted at the water piping, top of water heater and bottom of tank in the pan. The water to the recirculating pump is in the off position.

(Report Summary continued)

Electrical: Wiring Condition

61) Comment 62: Junction box cover is missing. We recommend adding/ the junction box cover for Safety reasons. N side

62) Comment 63: The outlet cover plate is missing at the Exterior utility room at North side.

Main Electrical Panel Condition

63) Comment 64: The outer cover of the main electrical panel does not remain secured.

Overcurrent Protection

64) Comment 65: Circuit breaker's are mislabeled/ Not Labeled/ Difficult to Read. We recommend that all circuit breakers be identified for safety reasons.

65) Comment 66: The visible wire connections in the main electrical panel are black or discolored which may be due to overheating. We recommend further evaluation by a licensed electrician

66) Comment 67: Circuit breaker was tripped to the off position when we arrived at the home. We do not set circuit breakers for safety and insurance reasons. We recommend asking homeowner for further information and or seeking the advice of a licensed electrician.

Roof Chimney

67) Comment 68: Spark arrester is missing not installed. We recommend that a spark arrester be added at the Sparks/embers do not land on the structure.

Foam Roof: Location / Inspection Method / Approximate Age / Roof Covering Condition

68) Comment 69: Foam Roof elastomeric coating is cracked/split/peeled in Various Locations. This may indicate the underlying roof was not prepped/cleaned/dried before the newer elastomeric coating was applied . We recommend further evaluation by a qualified and competent licensed roofer.

69) Comment 70: Previous Roof Repairs have been noted. We recommend asking homeowner for further documentation/warranties for the repairs made and or seeking the advice of a licensed roofer.

(Report Summary continued)

70) Comment 71: Foam Roof bubbles/blisters were noted. Various locations. Bubbles/blisters are indications of trap moisture under the foam roof covering material or roof protective elastomeric coating.

Pool/Spa: Child Safety Barriers & Conditions

71) Comment 72: The doors leading to a Pool do not have child prevention safety devices/systems installed. We recommend adding self closing/upper handle self latching or alarm activated doors for Pool safety.

The summary section identifies items that require further evaluation by a licensed contractor that specializes in that category field or consulting the current homeowner. We recommend that all repairs be completed by a licensed contractor and that you obtain copies of all guarantees and warranties so that you have recourse after COE, if repairs performed fail or do not hold up over a period of time.

House Info

The information contained in this document is confidential and the property of the client who agreed to the terms of our inspection agreement and paid for this report. The information is intended only for the use of the individual/client or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying this document is strictly prohibited. If you have received this document in error, please notify us immediately.

IF YOU HAVE OBTAINED A COPY OF THIS INSPECTION REPORT BECAUSE THE CLIENT NAMED DID NOT PROCEED WITH THE PURCHASE OF THIS HOME.****WE ARE NOT UNDER CONTRACT WITH YOU**** PLEASE DO NOT CALL, EMAIL OR TEXT OUR OFFICE. WE HAVE A FIDUCIARY RESPONSIBILITY TO THE CLIENT WHOM WE ARE UNDER CONTRACT WITH & WHO PAID FOR THIS INSPECTION/REPORT. WE WILL NOT ANSWER ANY QUESTIONS ABOUT THE REPORT FOR LEGAL REASONS, THANK YOU.

Property Type:	Single Family
Stories:	Two
Approximate Age:	1967
Age Based On:	Listing
Bedrooms/Baths:	3/3
Door Faces:	North
Furnished:	Yes
Occupied:	No
Weather:	Sunny
Temperature:	100-105°
Soil Condition:	Dry
Utilities On During Inspection:	Electric Service, Water Service
People Present:	Buyer's Agent, Budget brothers Termite inspector

Kitchen/Appliances

The termination of kitchen exhaust fan venting in attic spaces was an acceptable practice in the past, is no longer recommended and is not allowed in new installations therefore, when an improper termination of a kitchen exhaust fan is noted in this report. It is recommended that measures be taken to properly and adequately vent such exhaust fans to the exterior of the building. The requirements for the exhaust hood to vent to the exterior (or the install distance above the cooktop varies by local jurisdiction and the manufacture of the stove, cooktop or vent hood.

FYI

Only the appliances that are listed in this report are inspected. Any others are specifically excluded from this inspection and report.

We do not test for accuracy of timers, clocks, thermostats or microwave wattage.

All ranges can tip forward and measures have been taken in the newer models to prevent such an event. However, older ranges may not be equipped with anti-tip device and we recommend that one be installed.

Newer dishwashers are installed with High Loops on the back of the dishwashers, however we cannot see behind the dishwasher and will still note if an airgap device or high loop is not present. We recommend Reading the manual.

We do not pull/drag Appliances away from their original position for damage and insurance reasons.

We recommend cleaning/Maintaining Evaporative coils of all refrigeration units on a yearly basis.

Kitchen: 3 Hole 120 Outlet:

3 Hole 120 Volt Outlets Observed Where Visible.
Condition: Evaluate Repair or Replace

(Kitchen/Appliances continued)



Comment 1:

The GFCI reset outlet remained on after being tripped. This may be due to a faulty outlet or faulty wiring. Kitchen right of sink



Figure 1-1

Kitchen: 3 Or 4 Hole 240 Outlet:	240 Volt outlet Not Observed/Visible. Condition: Satisfactory Where Visible
Kitchen: Lights/Switches:	Kitchen Lights/Switches Observed Where Visible. Condition: Evaluate Repair or Replace



Comment 2:

Lights did not illuminate. Kitchen ceiling And counters.

Kitchen: Sinks:	Kitchen: Sink/Faucet/Drain Observed Where Visible, Kitchen: R/O Dispenser/Faucet Observed Where Visible Condition: Evaluate Repair or Replace
-----------------	---

(Kitchen/Appliances continued)



Comment 3:
Corrosion noted at the shut off valves Under the kitchen sink.



Figure 3-1



Comment 4:
The faucet is corroded in the kitchen.



Figure 4-1



Comment 5:
R/O shut off valve is to the off position. We recommend asking homeowner for further information and/or Seeking the advice of a water filtration specialist/plumber.

(Kitchen/Appliances continued)

Kitchen: Cabinets & Countertops: Water Damage Observed Where Visible Under the cabinet sink areas .

Condition: Evaluate Repair or Replace



Comment 6:

The cabinet door binds or sticks. Kitchen above sink and above cooktop



Figure 6-1



Figure 6-2



Comment 7:

Previous Water Damage*** Observed under the Kitchen sink. This may indicate a previous leak or active leak. We did not observe Moisture during the inspection. We recommend asking homeowner For further info or seeking the advice of a licensed contractor.

Kitchen: Ceiling Fan: Not Present
Gas: Present/Not Present: Not Inspected

(Kitchen/Appliances continued)

Appliances

This is a cursory check only of the specified appliances. The accuracy or operation of timers, temperature or power level controls is beyond the scope of this inspection.

Dishwasher: Gaggenau
Condition: Evaluate Repair or Replace



Comment 8:
The dishwasher did not activate when tested.



Figure 8-1

Disposal:	Kitchen Aid Condition: Satisfactory Where Visible
Built In Microwave:	Gaggenau Condition: Satisfactory Where Visible
Oven /Range /Cooktop:	Gas, Electric, Gaggenau Condition: Satisfactory Where Visible
Exhaust Hood / Light:	Exhaust to the exterior Where Visible , Gaggenau Condition: Satisfactory Where Visible
Refrigerator/Freezer:	Sub-Zero Condition: Evaluate Repair or Replace

(Appliances continued)



Comment 9:

The refrigerator/freezer coils are covered with dust. We recommend cleaning coils as a part of normal maintenance for proper operation of the refrigerator/freezer.



Figure 9-1



Comment 10:

Rust/corrosion noted at the refrigerator interior. Moisture was not present during the inspection

Laundry

Dryer Lint Vents should be cleaned/brushed From the dryer to the dryer vent exit as a part of normal maintenance. We recommend hiring a Dryer Exhaust Lint Vent cleaning company before connecting dryer Or before moving into a home with an existing dryer present.

We do not probe 240 outlets with external testing/amp/voltage reading devices. We recommend licensed electrician/appliance company perform Probing inspections before connecting dryers.

Dryer Venting:	Dryer in place. Not visible Condition: Satisfactory Where Visible
Laundry Room: Drain:	Counter is Installed over the top of the Washer/Dryer. Drain Not Observed/Visible. Condition: N/A Not Applicable/ Not Visible
Laundry Room:Water supply/hook up:	Counter built over the top of the Washer. Not Observed/ Visible Behind the Washer. Condition: N/A Not Applicable/ Not Visible
Laundry Room: Switches:	Observed Where Visible. Condition: Satisfactory Where Visible
Laundry Room: 120 Volt Outlet:	Counter installed over Washer Dryer 3-hole outlet was Not Observed/ Visible. Condition: N/A Not Applicable/ Not Visible
Laundry Room: 240 Volt Dryer Outlet:	3-Hole 240 Volt outlet Observed Where Visible Condition: Satisfactory Where Visible
Laundry Room: Gas Hook Up:	N/A Condition: N/A Not Applicable/ Not Visible
Laundry Exhaust Fan:	Window Observed Where Visible. Condition: Satisfactory Where Visible
Built In Cabinets:	Not Present
Laundry Sink:	Not Present

When washing machines are installed on upper floors we recommend that a back up pan/drain be added to Prevent intentional water damage to the area/ Floors underneath or behind the washing machine.

Bathrooms

Bathroom #1

Bathroom inspected Components: Bathroom exhaust fan, Electrical Outlets, Toilet/bidets, Urinals, tub, shower, sinks, countertops/cabinets. Toilet/Sink Shut off valves are Observed for leakage/corrosion. However we do not turn/operate the valves due to their potential for breaking/leaking/flooding. If this home has the original older type gate shut off valve's, we recommend replacing with newer style quarter turn ball valves. Exhaust fan covers clog from dust that sticks to the moisture on the covers. We recommend periodic maintenance of the exhaust fans.

Bathroom location: MBR Bathroom, Hall bathroom, South bedroom bathroom
Bathroom: Sink(s): Single Sink Observed Where Visible.
Condition: Evaluate Repair or Replace



Comment 13:
Corrosion noted at the drain underneath the sink. MBR bath



Figure 13-1

Bathroom: Counter Top / Cabinet: Observed Where Visible
Condition: Evaluate Repair or Replace

(Bathroom #1 continued)



Comment 14:

Previous water damage noted at the bathroom cabinet maybe from a previous or active leak. No moisture was present at the time of the inspection. We recommend asking the current homeowner for further information and or seeking the advice of a licensed contractor. MBR bath



Figure 14-1



Figure 14-2

Bathroom: Shower:

Walk in Shower Observed Where Visible
Condition: Evaluate Repair or Replace

(Bathroom #1 continued)



Comment 15:

The showerhead is missing in the MBR bath.



Figure 15-1



Comment 16:

A steamer was observed in the master bedroom bath shower. The steamer mechanism was not found and the button in the shower did not activate a steamer.

(Bathroom #1 continued)

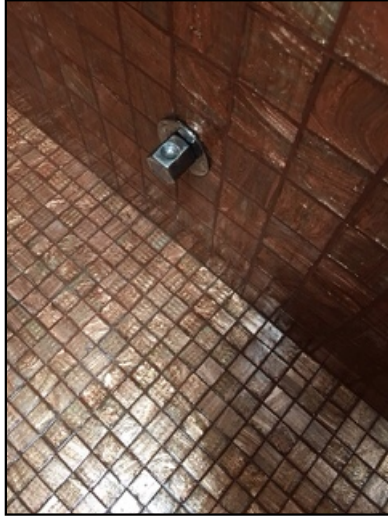


Figure 16-1

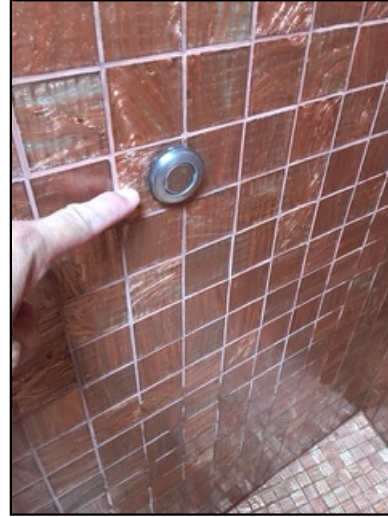


Figure 16-2

Bathrooms: Bath Tub:

Standard built in tub Observed Where Visible. ,
Jet/Bubble Tub Observed Where Visible.
Condition: Evaluate Repair or Replace



Comment 17:

No access panel is provided for the jet/whirlpool tub. We recommend that access be added and the pump/electrical components to be accessible/inspected.



Comment 18:

Black debris came out of the Jets when turned on. We recommend cleaning the jet tub before use. MBR bath.

(Bathroom #1 continued)



Figure 18-1



Comment 19:

The tub faucet spout is corroded. MBR bath

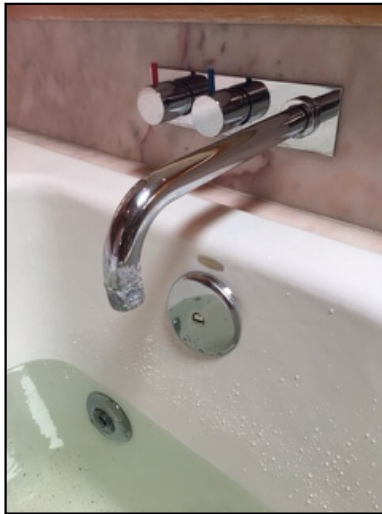


Figure 19-1

Bathroom: Toilet:

Toilet Observed Where Visible

Bathroom: Outlet(s) GFCI
Protection:

Condition: Satisfactory Where Visible
3-Hole Outlets Observed Where Visible.
Condition: Satisfactory Where Visible

(Bathroom #1 continued)

Bathroom: Lights/Switches:	Lights/Switches Observed Where Visible. Condition: Evaluate Repair or Replace
Bathroom: Ventilation:	Exhaust Fan Observed Where Visible. Condition: Satisfactory Where Visible

Interior

The interior inspection is limited to readily accessible areas that are not concealed by furnishings or stored items. Tile floors are prone to cracking. We will not comment on damaged/loose/cracked tiles or deteriorated cracked grout unless it may be of a structural concern. Cosmetic Cracks may be noted for monitoring reasons.

Entry Door(s) Condition:	Observed Where Visible Condition: Evaluate Repair or Replace
--------------------------	---



Comment 20:

The front entry door lock set is difficult to operate. It opens in one direction only

(Interior continued)



Comment 21:

The metal door is rusted and corroded. Pool house entry. Family room patio



Figure 21-1



Comment 22:

The inactive portion of the double doors is difficult to open. Family room patio



Comment 23:

The door lock set hardware is missing/damaged and the door could not be tested. Eating area patio. MBR balcony



Figure 23-1

(Interior continued)



Comment 24:
Daylight is visible at the exterior doors in various locations .

Interior Door(s) Condition: Observed Where Visible
Condition: Evaluate Repair or Replace



Comment 25:
The pocket door is difficult to open and close. Pool house closet. MBR



Comment 26:
Door rubs the door frame/jamb. We recommend the door be adjusted to operate easily. S bedroom

Walls: Observed Where Visible.
Condition: Satisfactory Where Visible

Ceiling(s): Observed Where Visible, Recent Painted Ceiling(s)
Where Visible
Condition: Satisfactory Where Visible

Floors: Observed Where Visible
Condition: Satisfactory Where Visible

Cabinets/Counters Condition: Observed Where Visible
Condition: Satisfactory Where Visible

Steps/Stairway, balconies And Railings: Observed Where Visible
Condition: Satisfactory Where Visible

Window Types: Observed Where Visible, Single pane
Condition: Evaluate Repair or Replace

(Interior continued)



Comment 27:
The window is difficult to latch. Kitchen



Figure 27-1



Comment 28:
Discoloration/Staining/Bubbled Blistered Paint noted at the Window Sill/
Drywall/Frame. S bedroom. Hall bath. 2nd floor office



Figure 28-1



Figure 28-2

(Interior continued)



Comment 29:
Window does not open. 2nd floor office



Figure 29-1



Comment 30:
The windows in this home appear to be original 1967 construction. Some of the windows stick in a few areas which is typical for a home of this age.

Fireplace(s):

Masonry Observed Where Visible
Condition: Evaluate Repair or Replace



Comment 31:
Mechanical stop is not installed for the Gas fireplace damper.

Interior: Light(s):

Observed Where Visible
Condition: Evaluate Repair or Replace



Comment 32:
Ceiling light did not illuminate. Various locations

Interior: 3-Hole 120 Outlet(s):

3-Hole Outlets Observed Where Visible.
Condition: Evaluate Repair or Replace

(Interior continued)



Comment 33:
The outlets are not energized. Library.



Figure 33-1

Interior: Electrical Switch(s): Observed Where Visible
Condition: Evaluate Repair or Replace



Comment 34:
Switches did not illuminate or activate lights in various locations. We recommend that a licensed electrician evaluate the lighting/electrical systems



Figure 34-1



Figure 34-2

(Interior continued)

Interior: Ceiling Fan(s):	Not Present
Evidence Of Moisture:	Water damage was Observed Where Visible. Condition: Evaluate Repair or Replace
Black Substances Were Visible/Present:	Black Substances Observed Where Visible. Condition: Evaluate Repair or Replace



Comment 35:
Black substances were noted. We recommend further evaluation By a Microbial/Environmental Specialist to determine what the substance is. MBR bath cabinet below sink



Figure 35-1



Figure 35-2

This inspection has been performed to inform the client of structural; functional and safety conditions. This report excludes cosmetic conditions.

Grounds/Site

(Grounds/Site continued)

Only the areas of concrete, pavers and asphalt Flat work within 20' of a dwelling perimeter and which abut or are continuous with the dwelling are inspected for the conditions listed in this section. All other sidewalks, walkways, driveways, exterior retaining structures, public or private easements, and all public common or community areas including but not limited to sidewalks, walkways, streets, alleys, driveways, parking areas, and patios are specifically excluded in this inspection and report.

Any time a negative grading condition Such as but not limited to (Low spots against the structure; Grading towards the structure, Patios/Garage/Sidewalks/Driveways pitching towards the structure, evidence of ponding, plumbing Leaks, sprinkler systems overspray/irrigation leaks or overwatering, no gutters are installed on the home) has been noted in the report/summary we recommend immediate Corrective action to these areas . If these conditions are not Repaired or corrected for periods of time, the structural strength/integrity of the foundation/slab/rebar Or cable/cable ends for post tension slab structures may Cause damage in a short period of time. Water is the greatest solvent and every measures should be taken to run it away from the structure as quickly as possible.

Any inspection of drip irrigation, sprinkler, or flood irrigation systems or landscaping watering systems is specifically excluded from this inspection and report.

The determination of the adequacy, condition, or discharge points of any below ground components is specifically excluded in this inspection and report.

Any inspection for any crawling insects, flying insects, rodents, birds or other pest including but not limited to termites, carpenter ants, powder post beetles, cockroaches, mice, and snakes is specifically excluded in this inspection and report.

FYI

To reduce deterioration and movement, cracks in concrete and asphalt flat work should be caulked/sealed as a part of ongoing prudent, periodic building

(Grounds/Site continued)

maintenance program.

Evaluation, analysis, or testing of soil's for type, content, expansion potential, or any other soil characteristics is specifically excluded on this inspection and report. A qualified soils engineer should be contacted if such information is desired. Information on expansive or swelling soils provided with this report is intended as an educational aid to customers and is not to be taken as an indication that the presence of expensive or swelling soils has been confirmed by our inspector.

If a landscaping irrigation system is present or the installation of such a system is being considered, it is recommended that all water discharge components be located a minimum of 6' from the structural or foundation components. If a system is present, it is recommended that customers take measures to determine if such systems are functional, obtain actual operational and maintenance information, and verify that they are properly winterized/insulated during cold weather.

Property Grading/Drainage:

Drains were installed on the property. Due to the fact that it was not raining during the inspection we were unable to determine the effectiveness of the drainage & verify exit points. We recommend asking homeowner for further information and or seeking the advice of a drainage contractor.

Condition: Evaluate Repair or Replace



(Grounds/Site continued)



Comment 36:

This home is built in a mountain. Grading slopes towards the home



Figure 36-1

Privacy Walls / Fences/ Gates:	CMU Blockwall Condition: Satisfactory Where Visible
Front Entry/Porch:	Concrete Condition: Satisfactory Where Visible
Walkway(s):	Concrete , Gravel Condition: Satisfactory Where Visible
Driveway(s):	Gravel Condition: Satisfactory Where Visible
Patios/Decks Location/ Condition:	East Patio Condition: Evaluate Repair or Replace



Comment 37:

Pool Patio tiles are loose/displaced in various locations.

Vegetation:	Generally Maintained Condition: Satisfactory Where Visible
-------------	---

6836 N 36th St, Phoenix, AZ 85018

(Grounds/Site continued)

Retaining Wall(s):

CMU Blockwall, 100% visible
Condition: Satisfactory Where Visible



Comment 38:

No weep holes/draining holes are visible/ installed in the retaining walls. Weep holes are designed to drain the water that traps behind the retaining wall. Efflorescence/water damage/wall movement can occur if weep holes are not installed. Weep holes may be installed below the Pavers/ Concrete / Gravel but we cannot see that/verify that. We recommend asking homeowner for further information or seeking the advice of a licensed Blockwall contractor. NO CONDITIONS WERE VISIBLE AT THE RETAINING WALLS DURING THE INSPECTION

Steps/Stoops:

Not Present

Building Exterior

(Building Exterior continued)

Some automatic garage door operators are not equipped with automatic reversing capabilities. However a properly operating automatic garage door operator auto-reversing mechanism is an important safety device.

Due to the potential for damage to the garage doors and automatic operator components, testing for the presence of automatic reversing capabilities is purely up to the discretion of the inspector and may be excluded from this inspection and report but will be noted.

Any inspection of railing heights or railing opening dimensions is specifically excluded in this inspection and report. We recommend that customers take measures to assure that railing systems on the exterior of the building provide desired Protection regarding height and opening dimensions.

Any inspection of stair riser openings is specifically excluded in this inspection and report we recommend that customers take measures to protect stair riser openings if open-riser stairs are present on the exterior of the building.

Minimum railing height and maximum allowable dimensions for openings in railing systems very depending on when such systems were installed and applicable jurisdictional requirements. Currently, some building authorities recommend that protective railings, for dwellings be a minimum of 36 inches high in that all openings, in such systems, be designed and constructed so that sphere 4 inches in diameter cannot be passed through the openings. This information is intended only as a guide. Some stairs are design with open risers. Allowable opening dimensions for risers very depending on when such systems were installed and applicable jurisdictional requirements. Currently, some building authorities recommend that all open riser openings be designed and constructed so that a 4' in diameter cannot be passed through the openings. This information is intended only as a guide.

Emergency escape routes are essential for the safety of the occupants and measures should be taken to ensure appropriate escape routes. Security bars that may be installed should be the breakaway or swing out style. Below grade windows should have approved ladders when required by your local jurisdiction. You can contact your local fire department of the national fire protection Association for

(Building Exterior continued)

detailed information.

Vegetation that grows up against, onto or attaches to the structure may try out moisture or may promote access for insects or pest. Vegetation should be trimmed away from the structure as I'm going, routine maintenance. Talk pointing is the cleaning, preparation, and refilling of deteriorated masonry joint work with appropriate material. Purging is coating of cement mortar on the sides of the foundation and basement walls, and the like.

We do not determine conformance with pool/spa safety barrier requirements. Each city has its own safety requirements for pool/spa safety. We recommend that you obtain pool/spa barrier requirements from the city this home is purchased in. Never allow your children near a pool spa without proper supervision.

Exterior: Hose Bibbs:

Exterior hose bibbs Observed Where Visible.
Condition: Satisfactory Where Visible

Exterior: 3-Hole 120 Outlets:

Exterior 3-Hole 120 Volt Outlet Observed Where Visible.
Condition: Evaluate Repair or Replace



Comment 39:

3-hole outlet GFCI does not trip. The outlet does not trip with the test button or an external testing device. This may indicate a defective GFCI or defective wiring condition. Below main electrical panel. Rear patio area

(Building Exterior continued)



Figure 39-1



Comment 40:
Exterior 3-hole outlet is not GFCI protected. Pool equipment area



Figure 40-1

(Building Exterior continued)



Comment 41:
Exterior: 3-hole outlet is not energized. Pool house utility room



Figure 41-1

Exterior: Lights:

Exterior Lights Observed Where Visible
Condition: Evaluate Repair or Replace



Comment 42:
Lights did not illuminate in various locations.

Exterior: Switches:

No exterior house switches Were Installed Where Visible.

Condition: N/A Not Applicable/ Not Present

Exterior: Ceiling Fan(s):

Not Present

Exterior: Covering/Cladding Type: Masonry Painted over

Exterior: Wall Cladding Condition % 80% visible

Visible:

Condition: Evaluate Repair or Replace

6836 N 36th St, Phoenix, AZ 85018

(Building Exterior continued)



Comment 43:

The waterproofing membrane is separated or detached from the block wall. Exterior storage room. N side



Figure 43-1



Figure 43-2



Comment 44:

A small opening was noted at the bottom of the wall exterior. South west side. Damaged wood and Water damage noted where visible.

6836 N 36th St, Phoenix, AZ 85018

(Building Exterior continued)



Figure 44-1



Figure 44-2

Exterior: Windows:	Exterior Window Condition Condition: Satisfactory Where Visible
Exterior: Trim :	N/A Trim not installed. Stuccoed to components Condition: N/A Not Applicable/ Not Present
Exterior: Eaves:	Observed Where Visible. Condition: Satisfactory Where Visible
Exterior: Fascias:	Not Present
Exterior: Soffits:	Observed Where Visible Condition: Satisfactory Where Visible
Exterior: Flashing:	Flashing is covered by finishing materials Siding/stucco. See Roof Flashings Condition: Satisfactory Where Visible
Exterior: Utility/Storage Doors:	Observed Where Visible Condition: Satisfactory Where Visible
Exterior: Utility Room Evidence Of Water Damage:	Observed Where Visible Condition: Evaluate Repair or Replace

6836 N 36th St, Phoenix, AZ 85018

(Building Exterior continued)



Comment 45:

Evidence of water stains/water damage visible in the exterior closet. Recommend asking homeowner for further information and or seeking the advice of a licensed contractor. Pool house utility room



Figure 45-1



Figure 45-2



Comment 46:

A waterline is dripping in the exterior utility room. Water has accumulated at the interior of the room.

6836 N 36th St, Phoenix, AZ 85018

(Building Exterior continued)



Figure 46-1



Figure 46-2

Evidence Of Rodent Debris:

Rodent traps/Rodent Debris Observed Where Visible.
Condition: Evaluate Repair or Replace



Comment 47:

Evidence of rodents visible on the property. We recommend licensed pest control company evaluate and take correct of action. Pool house utility room. S side at opening below exterior wall

(Building Exterior continued)

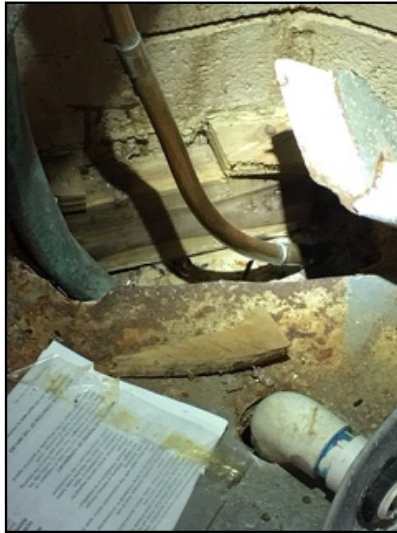


Figure 47-1



Figure 47-2

Structure

(Structure continued)

Residential and light commercial building foundation walls and slabs are not typically design or intended to be watertight or to prevent any possibility of moisture seepage or intrusion. We will not place water in Sump pumps to test the pumps. It is recommended that sump pump's be tested on regular basis to verify proper operation.

Proper management of surface moisture will aid in reducing the potential for Foundation Cracking,Deterioration, structural movement and damage. Some measures which will aid in managing surface moisture are the installation of gutters where appropriate and maintenance of guttering and adequately extending downspout systems to collect and divert roof run off. Creating and maintaining a minimum of 10% positive grade to a distance of at least 6 feet around the foundation perimeter, keeping window wells clean and protected, and avoiding any yard drip irrigation or landscape watering or water accumulation within 6 feet of the structure. Pool equipment should be installed away from the structure so that if leaks do occur for long periods of time under ground/not visible leaks, will not cause damage to the structure. If noted in this report/summary that there are low spots or the grade is pitching towards the structure we recommend that this condition be corrected immediately. Moisture against the structure for long periods of time may cause structural foundation conditions that can get very expensive to rectify/cure/remediate.

Some cracking, cold joints, and honeycombing are common in concrete components. Cold joints are joints in concrete, which may occur in the intervals between pours when concrete placement is interrupted.

Honeycombs or voids left in concrete going to failure of the mortar to effectively fill the spaces among the course aggregate materials.

Efflorescence is in encrustation of soluble salts, lime, calcium, minerals commonly white, that leaches through as moisture passes through it. Stucco,Brick, Block/CMU , mortar, or concrete.

Spalling is the flaking or chipping of masonry or concrete surfaces due to excessive moisture or the movement of building structure.

(Structure continued)

Scaling is the local flaking or peeling away from the surface portion of concrete mortar, typically brought on by excess of moisture.

Floor, Wall and ceiling finish material such as sheet rock, stucco, stone, brick ,floor coverings etc. Prevents an inspectors ability to determine framing type and components.

The floor structure is not visible for inspection. The floor structure typically is covered by finish materials such as carpet, wood flooring, tile Etc. We do not remove finish materials to inspect the house floor structure .

Newer construction homes structural components are covered with fire retardant materials such as drywall. The interior wall structure is typically not visible. If the home is a Block/CMU or Brick home sometimes the block/ Brick is visible and will be noted if visible. Sagging/Cracking/Movement in walls/ceiling's can give us indications of failing structural components.

House Floor Structure:	Observed, Concrete Where Visible Condition: Satisfactory Where Visible
Interior Ceiling Structure:	Observed, See the attic section. The interior ceiling structure is reported in the attic section Where Visible. Condition: Satisfactory Where Visible
Foundation Configuration/Type:	Slab on Grade Where Visible
Foundation Material & Condition:	Poured Concrete Where visible. , Concrete Block CMU Where Visible. Condition: Evaluate Repair or Replace

(Structure continued)



Comment 48:

A portion of the house footing is exposed. Southside. Cracks noted at the exposed concrete.



Figure 48-1



Figure 48-2

Interior Wall Structure:	Masonry/block/CMU Where Visible, Wood Frame Where Visible Condition: Satisfactory Where Visible
Columns/Posts:	Steel/Metal Where Visible. Condition: Satisfactory Where Visible
Beams:	N/a Not visible covered with finishing materials Where Visible. Condition: Satisfactory Where Visible
Signs of Water Penetration:	Observed, Stains Condition: Evaluate Repair or Replace

(Structure continued)



Comment 49:

Interior block walls have Scaling/Deterioration/Efflorescence and water staining present. Den/tv room. Excessive moisture penetration was noted at the House interior where visible. The grading slopes toward the home on this side of the structure. See exterior walls



Figure 49-1



Figure 49-2

Structural: Changes May Have Been Made:	Not Present
Home Appears To Be Recently Remodeled/Flipped:	Not Present

HVAC

Heating/Cooling: Thermostat(s) Type:	Digital
Heat/Cooling Thermostat(s) Location:	Condition: Satisfactory Where Visible Hallways
Heating/Cooling Air Filters Condition:	Disposable Condition: Satisfactory Where Visible

(HVAC continued)

Heat Pump(s) Heating/cooling

A heat pump is simply an air conditioner that can work in reverse to heat the house. It uses the same components for both air conditioning and heating. In cooling mode, it extracts heat from the house and pumps it to the exterior of the house. In heating mode, it extracts heat from outside the house and pumps it into the house. We test heat pumps in both modes heating and cooling. We do not dismantle or take apart the heat pump systems and recommend that you keep a maintenance program/schedule so your equipment is reliable when you need it the most. Supply and return air temperatures were measured with a handheld digital thermometer to determine air temperature change (Split) across the fan unit at the Return air and at the Supply air. When tested in heating mode we are looking for a 22-32° temperature split. When tested in cooling mode we are looking for a 18-22° temperature split.

Heating/Cooling System : East side
 Location:
 Heating/Cooling Condenser New
 Approx. Age:



(Heat Pump(s) Heating/cooling continued)



Comment 50:

Three of the four HVAC systems have been recently replaced. We recommend that you speak with the current homeowner regarding any potential documentation or warranties

Heating/cooling Fan Unit Age	New
Aproximately:	
Heat Pump Heating/Cooling Performance:	Within cooling mode normal range 18-22° Condition: Satisfactory Where Visible
Heating/Cooling: Condenser Unit:	Heat pump condenser unit Condition: Satisfactory Where Visible



Comment 51:

The manufacturer of the condenser units recommends maximum fuse or circuit breaker sizes as 50 and 25 Amps. The installed circuit breakers are larger than recommended.



Figure 51-1



Figure 51-2

(Heat Pump(s) Heating/cooling continued)



Figure 51-3

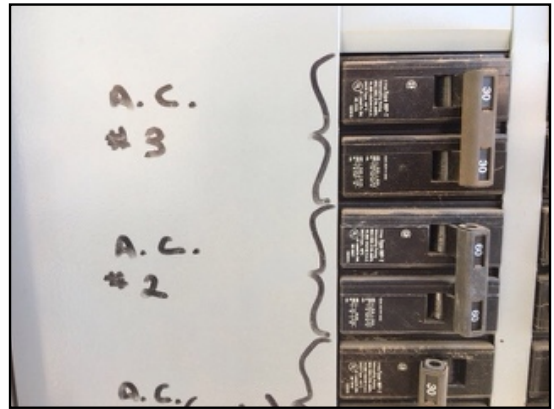


Figure 51-4



Figure 51-5

Heating/Cooling: Fan Unit
Condition:
Heating/Cooling Source All
Rooms:

Heat pump fan unit condition
Condition: Satisfactory Where Visible
Heat/Cooling Source Present In All Rooms.
Condition: Evaluate Repair or Replace

(Heat Pump(s)Heating/cooling continued)



Comment 52:

No supply duct/supply register(No Heating/cooling) is installed/visible.
Laundry room

Heating/Cooling Safety Controls : Electrical disconnect
Condition: Satisfactory Where Visible

The key to having success with heat pump systems: Have an automatic maintenance schedule for changing filters and for service techs to come out before the start of each season summer/winter.

Heat Pump(s)Heating/cooling 2nd Floor

A heat pump is simply an air conditioner that can work in reverse to heat the house. It uses the same components for both air conditioning and heating. In cooling mode, it extracts heat from the house and pumps it to the exterior of the house. In heating mode, it extracts heat from outside the house and pumps it into the house. We test heat pumps in both modes heating and cooling. We do not dismantle or take apart the heat pump systems and recommend that you keep a maintenance program/schedule so your equipment is reliable when you need it the most. Supply and return air temperatures were measured with a handheld digital thermometer to determine air temperature change (Split) across the fan unit at the Return air and at the Supply air. When tested in heating mode we are looking for a 22-32° temperature split. When tested in cooling mode we are looking for a 18-22° temperature split.

Heating/Cooling System : Second-floor
Location:

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(Heat Pump(s) Heating/cooling 2nd Floor continued)

Heating/Cooling Condenser
Approx. Age:

15-20 years budget for repairs/ replacement



Heating/cooling Fan Unit Age
Aproximately:
Heat Pump Heating/Cooling
Performance:

15-20 years budget for repairs/replacement

Not tested

Condition: Not Inspected



Comment 53:

The circuit breaker for the second floor HVAC system was in the off position.
We do not set circuit breakers for safety and insurance reasons

(Heat Pump(s)Heating/cooling 2nd Floor continued)

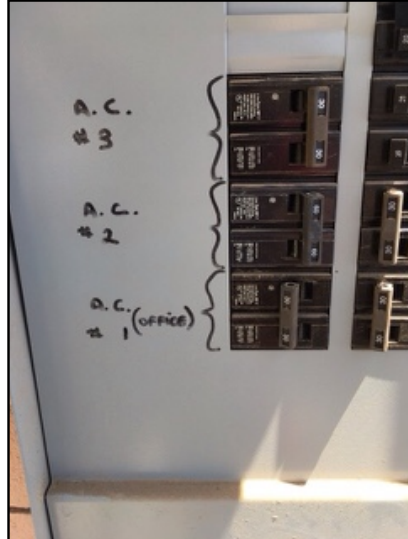


Figure 53-1



Comment 54:

The buried electrical conduit is not wrapped to protect against rust and corrosion. North west side



Figure 54-1

(Heat Pump(s)Heating/cooling 2nd Floor continued)

Heating/Cooling: Condenser Unit:	Heat pump condenser unit
	Condition: Not Inspected
Heating/Cooling: Fan Unit	Heat pump fan unit condition
Condition:	Condition: Not Inspected
Heating/Cooling Source All	Heat/Cooling Source Present In All Rooms.
Rooms:	Condition: Satisfactory Where Visible
Heating/Cooling Safety Controls :	Electrical disconnect
	Condition: Satisfactory Where Visible

The key to having success with heat pump systems: Have an automatic maintenance schedule for changing filters and for service techs to come out before the start of each season summer/winter.

Heat Pump(s)Heating/cooling West

A heat pump is simply an air conditioner that can work in reverse to heat the house. It uses the same components for both air conditioning and heating. In cooling mode, it extracts heat from the house and pumps it to the exterior of the house. In heating mode, it extracts heat from outside the house and pumps it into the house. We test heat pumps in both modes heating and cooling. We do not dismantle or take apart the heat pump systems and recommend that you keep a maintenance program/schedule so your equipment is reliable when you need it the most. Supply and return air temperatures were measured with a handheld digital thermometer to determine air temperature change (Split) across the fan unit at the Return air and at the Supply air. When tested in heating mode we are looking for a 22-32° temperature split. When tested in cooling mode we are looking for a 18-22° temperature split.

Heating/Cooling System :	Exterior utility room
Location:	
Heating/Cooling Condenser	New
Approx. Age:	
Heating/cooling Fan Unit Age	New
Aproximately:	

(Heat Pump(s)Heating/cooling West continued)

Heat Pump Heating/Cooling Performance:	Within cooling mode normal range 18-22° Condition: Satisfactory Where Visible
Heating/Cooling: Condenser Unit:	Heat pump condenser unit Condition: See #1
Heating/Cooling: Fan Unit Condition:	Heat pump fan unit condition Condition: Satisfactory Where Visible
Heating/Cooling Source All Rooms:	Heat/Cooling Source Present In All Rooms. Condition: Satisfactory Where Visible
Heating/Cooling Safety Controls :	Electrical disconnect Condition: Satisfactory Where Visible

The key to having success with heat pump systems: Have an automatic maintenance schedule for changing filters and for service techs to come out before the start of each season summer/winter.

Heat Pump(s)Heating/cooling Center

A heat pump is simply an air conditioner that can work in reverse to heat the house. It uses the same components for both air conditioning and heating. In cooling mode, it extracts heat from the house and pumps it to the exterior of the house. In heating mode, it extracts heat from outside the house and pumps it into the house. We test heat pumps in both modes heating and cooling. We do not dismantle or take apart the heat pump systems and recommend that you keep a maintenance program/schedule so your equipment is reliable when you need it the most. Supply and return air temperatures were measured with a handheld digital thermometer to determine air temperature change (Split) across the fan unit at the Return air and at the Supply air. When tested in heating mode we are looking for a 22-32° temperature split. When tested in cooling mode we are looking for a 18-22° temperature split.

Heating/Cooling System :	Middle area
Location:	
Heating/Cooling Condenser	New
Approx. Age:	

(Heat Pump(s)Heating/cooling Center continued)

Heating/cooling Fan Unit Age New
Aproximately:



Comment 55:

Kill switch/ Float is not installed. We recommend adding a Kill switch so when the condensate line gets clogged it does not cause water damage To the interior spaces



Figure 55-1

Heat Pump Heating/Cooling
Performance:

Within cooling mode normal range 18-22°
Condition: Satisfactory Where Visible

Heating/Cooling: Condenser Unit:

Heat pump condenser unit
Condition: Satisfactory Where Visible

Heating/Cooling: Fan Unit

Heat pump fan unit condition

Condition:

Condition: Evaluate Repair or Replace



Comment 56:

Water stains/rust/water damage noted at the fan units. This may be from condensation from the Freon line, a clogged condensate line or a problem with the fan internal components. laundry utility

(Heat Pump(s) Heating/cooling Center continued)



Figure 56-1

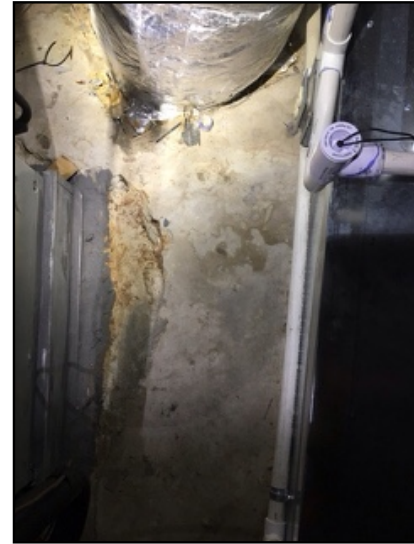


Figure 56-2

Heating/Cooling Source All
Rooms:

Heating/Cooling Safety Controls :

Heat/Cooling Source Present In All Rooms.
Condition: Satisfactory Where Visible

Electrical disconnect

Condition: Satisfactory Where Visible

The key to having success with heat pump systems: Have an automatic maintenance schedule for changing filters and for service techs to come out before the start of each season summer/winter.

Plumbing

(Plumbing continued)

Any inspection of solar water or solar space heating systems is specifically excluded in this inspection and report. It is recommended that customers take measures to determine if such systems are functional, obtain operational and maintenance information, and verify that such systems are properly protected during cold weather.

Any inspection of water conditioning systems, water softener, Water filtration devices, reverse osmosis or equipment is specifically excluded in this inspection and report.

Inspection of irrigation and landscape watering systems is specifically excluded in this inspection and report.

Any inspection of fuel storage or underground tanks is specifically excluded in this inspection and report.

Any inspection of the septic systems or well systems specifically excluded in this inspection and report.

We do not verify that the supply water system is connected to a private or public source. We recommend obtaining records from the homeowner and or contacting city/municipal officials.

On days that it is raining, our inspectors are not able to identify any potential leaks at exterior plumbing fixtures including hose bibbs, exterior sinks, showers or any pool above or underground plumbing or piping etc.

Our inspectors do not turn non daily use valves for safety and insurance reasons. We will operate the main water supply shut off to verify operation if one is installed at the exterior only. You may wish to consider turning the non-daily use shut off valves at the plumbing fixtures to be sure that they are operational. Gate valves have been known to be problematic and should be replaced with 1/4 turn ball valves.

We will not carry water to or placed water in floor drains to test them for

(Plumbing continued)

internal blockage or operation. Proper operation of the floor drains is important; therefore, it is recommended that customers take measures to confirm proper operation of floor drains. Requirements for floor drains vary depending on a building's age and location. Manufacturers of hot water heaters and water storage tanks recommend that some systems be present to aid in the collection and disposal of water in the event of leakage or discharge (Pans under water heaters with drain lines connected to the exterior).

Tankless water heaters are considered to be a newer technology in many areas and may add to potential energy savings. Instantaneous and steady water output is limited by the heating capacity of the unit. The hot water usage varies greatly from one household to the next and therefore, the instantaneous and steady hot water output of tankless water heater is excluded from this report.

Flooding of shower pans and testing of bathtub overflows is specifically excluded in this inspection and report. We test all fixtures that we can access. We observe for water-flow, drainage and other aspects at these fixtures. Home Inspection's are limited and generally take a few hours for a typical sized home, we cannot simulate being in showers or run water at fixtures for a prolonged period of time. We test for water-flow and potential leaks while we are near the fixtures only.

Hidden piping (gas or water) is not inspected and specifically excluded in this inspection and report.

Gas leak tests are not performed and specifically excluded in this inspection and report.

FYI

Upgrading to properly designed and installed metal combination chimney and flu caps will reduce deterioration and maintenance of masonry chimneys and flue's.

Galvanized iron water supply lines are prone to tuberculation (gradual reduction of the interior diameter from rust, corrosion and scale). This can result in reduced water flow over time. Allowable use of different types of plastic water

(Plumbing continued)

supply lines varies among jurisdictions. Most public health and water quality agencies recommend replacing lead water supply lines with currently approved materials.

Maintenance of seals around valve, faucet, and other penetrations and bathtub and shower walls and the seals at the joint between bathtubs and wall, floors and decks, between shower bases and walls and floors, and around shower frames will reduce the potential for water damage to walls and floors. Before applying ceiling caulk, putty, or grout, all surfaces must be clean to remove soap film or any other materials that may affect adhesion of such sealants and should be performed as a routine maintenance.

We recommend that all interior natural gas lines made of copper and all brass flex extensions be replaced with the approved materials or devices. We recommend that drip legs be added to or before gas water heaters and gas furnaces.

No source of ignition which generates a spark, flame, or glow in which is now in a sealed combustion chamber should be placed or located within 18 inches of any garage floor due to the potential for igniting flammable or combustible dust, gases, papers, liquids or other materials. Although not required in many jurisdictions, you could consider installing a drip pan below the water heater with a drain pipe that leads to the exterior.

Never allow children to play near or around water heaters, heating equipment or any fuel gas or fuel storage or distribution components or equipment.

Never place any flammable or combustible materials next to or around gas or oil-fueled equipment. Never store anything that can produce volatile, flammable, or combustion vapors or fumes in any area that contains or directly communicate with any area that has an ignition that generates a spark, flame, or a glow and is not in a sealed combustion chamber. Most water heaters are factory equipped with automatic safety controls such as a TPRV (Temperature Pressure Relief Valve).

The majority of the main service piping is generally buried underground and is not visible for inspection. If City meter box is accessible we attempt to identify the

(Plumbing continued)

pipng at the connection to the meter and where it comes out of the ground before enters the structure.

We verify/test functional flow when Shower is turned on and (2) other plumbing fixtures (sinks) or (sink and toilet) are turned on at the same time.

Water PSI/Pressure Regulator Condition:

Water Pressure Regulator Was NOT Installed/Visible. We recommend adding Pressure Regulator to protect the Plumbing Fixtures from Excessive/Unregulated Water PSI from the City/Utility. , Water pressure was above 80 PSI. Water pressure is high. Condition: Evaluate Repair or Replace



Comment 57:

Water pressure is too high. We recommend licensed plumber replacing/adjusting pressure regulator. The approximate 100 psi should be between 60 and 80 psi Max.

The pressure fluctuated while being tested



Figure 57-1



Figure 57-2

(Plumbing continued)

Main Water Service Piping Type & Size:	Copper 1 1/4" Where Visible Condition: Satisfactory Where Visible
Main Water Shutoff Valve Type & Location:	Ball Valve, Side of driveway Condition: Satisfactory Where Visible
Exterior Water Supply Distribution Piping Material & Condition:	Exterior Supply Piping is Secured To The Structure Where Visible Condition: Satisfactory Where Visible



Comment 58:
Corrosion notes at the water piping. Visible at water heater area. Pool house.

Interior Water Supply Distribution Piping Material & Condition:	Copper Where Visible, Interior Supply Piping is Secured to The Structure Where Visible. Condition: Satisfactory Where Visible
Functional Flow:	Functional flow was adequate at the time of the inspection. Condition: Satisfactory Where Visible
Waste Pipe/Vent Material & Condition:	ABS Plastic Where Visible Condition: Evaluate Repair or Replace



Comment 59:
The plumbing vent Termination is less than the required 6 inches above the roof surface.

(Plumbing continued)



Figure 59-1

Location: Gas Meter / Gas Piping Gas piping is metallic/non-metallic., Gas Piping Is
Conditions/Materials: Secured to the Structure Where Visible, Propane tank.
Side of driveway
Condition: Not Inspected



Comment 60:
The gauge on top of the propane tank indicated the tank was empty. Gas fired
components could not be tested. Cooktop. Fireplace

(Plumbing continued)



Figure 60-1

Fire Suppression: Fire Sprinklers: Not Present

Water Heater

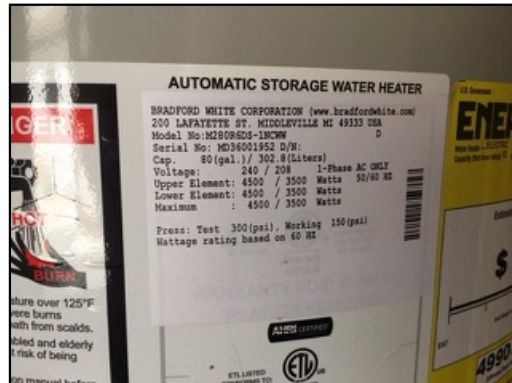
Water Heater Location:	Pool house
Manufacturer:	Bradford white
Water Heater Tank Capacity:	80 gal

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(Water Heater continued)

Water Heater Age :

4-6 years, Age of the water heater was estimated by the inspector



Water Heater Fuel Type:

Electric

Water Heater Fuel Disconnect:

Condition: Satisfactory Where Visible
Electric water heater/circuit breaker in the electrical panel.

Water Heater Condition:

Condition: Satisfactory Where Visible
Water heater conditions/piping conditions, Hot water Recirculating pump is present
Condition: Evaluate Repair or Replace



Comment 61:

Corrosion and staining noted at the water piping, top of water heater and bottom of tank in the pan. The water to the recirculating pump is in the off position.

(Water Heater continued)



Figure 61-1



Figure 61-2

Automatic safety controls:

Temperature Pressure Relief Valve Where Visible.

Condition: Satisfactory Where Visible

Water Heater Exterior Combustion Air source Adequate:

Electric water heater present no combustion air is required

Condition: N/A Not Applicable/ Not Present

Water Heater B-Vent Material Type & Condition:

Electric water heater is present no metal B-vent is connected.

Condition: N/A Not Applicable/ Not Present

Electrical

(Electrical continued)

Main electrical panels or main disconnect devices are generally installed at the building exterior and should be readily accessible. Typically, this is so firemen or other public service officials could access the devices if necessary.

Removal of electrical receptacle outlets, switches, junction boxes, or gutter box faceplates or the calculation of electrical capacity loads is specifically excluded in this inspection and report.

The removal from or insertion into the fixture socket of any device including by not limited to lightbulbs and testing instruments is specifically excluded in this inspection and report.

Inspection for damage to electrical fixtures is specifically limited to visible, physical damage to porcelain, plastic pull-chain keyless ceiling and wall light fixtures. Inspection for any other damage to any other light fixture is specifically excluded in this inspection and report.

Ceiling fans and heavy electrical fixtures should be mounted to boxes that provide adequate support for the weight of such components. Because the boxes to which such components are attached are not visible, any inspection for the type or adequacy of support provided by such boxes specifically excluded in this inspection and report.

FYI

The use of aluminum wiring and lighting and outlets circuits was common in the 1960s through about mid 1970s. Today the use of aluminum wiring is limited to certain types of circuits and devices in new electrical systems. It is necessary to examine all aluminum wiring connections and connected devices to determine whether the specific wiring methods required with the use of aluminum wire and have been employed. This is not part of this inspection. A qualified electrical contractor should be retained if additional information regarding existing aluminum wiring is desired. All electrical system modifications should be performed by a qualified individual and in accordance with all appropriate industry standards and governmental codes, ordinances, and regulations.

(Electrical continued)

The service drop is the overhead electrical service conductors from the last utility pole or other aerial support to and including the splices, if any, the connection of the service entrance conductors at the building or other structure.

Open ground indicates that in equipment-grounding conductor is disconnected, not present, or not functioning at an outlet designed to provide equipment grounding protection. All cord connected electrical appliances, equipment, tools, or devices furnished with a three pins or three prong plug end for the purpose of providing the equipment grounding should be adequately and properly grounded.

Reversed polarity in the cage the reversing of the neutral (grounded) in phase (hot) wires somewhere in the circuit.

A GFCI (Ground Fault Circuit Interrupter) is a device, which is intended to provide additional protection against electrocution from ground fault conditions. Manufacturers recommend that GFCI devices be tested monthly to confirm proper operation.

And AFCI (Arc Fault Circuit Interrupter) is a device, which is intended to provide additional protection against fires from arcing. These particular types of devices are installed on the bedroom circuits since 2003 should interrupt the power to the entire bedroom including the receptacles, closet lights, ceiling fans and lighting. The manufacturers of these devices recommend that you test them once a month to ensure proper operation. The AFCI is normally located in the main or sub-panels and have small test buttons attached that are colored (blue, yellow or green is the norm).

And over-current protection device is a device such as circuit breakers or fuses, which are intended to interrupt the flow of current at a predetermined value to prevent damage resulting from excessive current.

Multiple tapping or double tapping is the placing of more than one conductor under the pole of an over current protection device or a lug, which is not designed for

(Electrical continued)

or labeled for such an application.

Never allow hanging, cord-connected, or pendant fixtures or parts of such fixtures in the zone measured 3 feet horizontally and 8 feet vertically from the top of any bathtub rim. This includes the zone directly over the tub as well. Any inspection for the clearances of any fixtures is specifically excluded in this inspection and report.

All fixtures above the shower stalls or enclosure should be of a type specifically marked "suitable for wet locations". Any inspection for markings described above is specifically excluded in this inspection and report.

Installation of surface-mounted Incandescent lighting fixtures on walls above doors in storage areas or on ceilings of storage areas and locations closer than 12 inches and surface-mounted fluorescent lighting fixtures closer than 6 inches from the nearest point of storage areas was Permitted in the past. However, it is not permitted in new installations therefore, it is recommended that if surface mounted Incandescent or fluorescent lighting fixtures in storage areas do not meet or exceed these clearances, measures can be taken to modify such fixtures To conform to them. Recessed Incandescent fixtures should not be mounted in a wall or ceiling of any storage area closer than 6 inches from any point of the storage area, and when so mounted, the lamp/bulb must be enclosed protected so that the hot filament falling from the broken lamp/bulb can ignite combustible material below the fixture. Pendant fixtures should never be located in storage areas. Any inspection for fixture types or clearances of clearance is of fixtures in any areas in specifically excluded in this inspection and report.

Low-voltage lighting and components are specifically excluded in this inspection.

Fire, heat, and smoke protection, carbon monoxide, suppression, and detection equipment is not inspected nor is it operated due to possible interconnection or security systems. Requirements regarding fire protection and smoke detection and smoke detection equipment vary among jurisdictions. The national fire protection Association in the insurance industry recommend the installation and maintenance

(Electrical continued)

of smoke detection devices in homes.

Around 1973 exterior receptacles were installed with ground fault protection (GFCI).

Around 1975 bathroom receptacles were installed with ground fault protection (GFCI).

Around 1978 garage receptacles were installed with ground fault protection (GFCI).

Around 1990 kitchen receptacles within 6 feet of the sink were installed with a ground fault protection (GFCI) and the entire kitchen became protected in about 2000.

Even though houses were not GFCI protected prior to this time it is a good idea to upgrade to current industry standards for added protection at this time.

We recommend that you test your smoke detectors monthly. We recommend adding combination smoke detector/carbon monoxide detectors for added safety. If the smoke detector/carbon monoxide detector is connected to an alarm system we will not test/press button so the fire department Does not come to the property during the inspection.

Electrical: Wiring Condition: Romex wiring Observed Where visible.
Condition: Evaluate Repair or Replace



Comment 62:

Junction box cover Is missing. We recommend adding/ the junction box cover for Safety reasons. N side

(Electrical continued)



Figure 62-1



Comment 63:

The outlet cover plate is missing at the Exterior utility room at North side.



Figure 63-1

Type of Service:

Underground Observed Where Visible

Condition: Satisfactory Where Visible

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(Electrical continued)

Service Panel Location:	Side of driveway
Service Amperage:	400 Amps
Main Electrical Panel Condition:	Exterior panel Observed Where Visible Condition: Evaluate Repair or Replace



Comment 64:

The outer cover of the main electrical panel does not remain secured.



Figure 64-1

Main Disconnect Location:	Service Panel
Service Line Material:	Not Observed/Visible Condition: N/A Not Applicable/ Not Visible
Overcurrent Protection:	Circuit Breakers Observed Where Visible. Condition: Evaluate Repair or Replace

(Electrical continued)



Comment 65:
Circuit breaker's are mislabeled/ Not Labeled/ Difficult to Read. We recommend that all circuit breakers be identified for safety reasons.



Figure 65-1



Comment 66:
The visible wire connections in the main electrical panel are black or discolored which may be due to overheating. We recommend further evaluation by a licensed electrician

(Electrical continued)

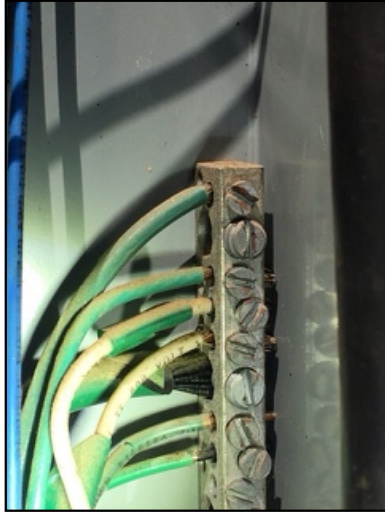


Figure 66-1



Comment 67:

Circuit breaker was tripped to the off position when we arrived at at the home. We do not set circuit breakers for safety and insurance reasons. We recommend asking homeowner for further information and or seeking the advice of a licensed electrician.



Figure 67-1

Service Voltage:

120/240 volts Observed Where Visible.

(Electrical continued)

Service Panel Ground: Attached/secured at the Main Water Supply Water Pipe, Ground Stake & Rod
Condition: Satisfactory Where Visible

Electrical: Wiring Type: Solid copper Observed Where Visible. , Stranded Copper Observed Where Visible.
Condition: Satisfactory Where Visible

Smoke Detectors: Smoke detectors appear to be Connected to an alarm system and was not tested
Condition: Not tested

GFCI/AFCI Breakers: Not Present

Sub Panel

Electrical: Sub-Panel Location: Laundry room, Laundry area

Sub Panel Amperage Size: 200 Amps

Electrical: Service Line Material: Copper Observed Where Visible.

Electrical :Overcurrent Protection: Circuit Breakers Observed Where Visible.

Electrical: Branch Circuit Wiring: Solid copper Observed Where Visible. , Stranded Copper Observed Where Visible. , Stranded Aluminum Observed Where Visible.
Condition: Satisfactory Where Visible

Electrical: GFCI/AFCI Breakers: GFCI Observed Where Visible.
Condition: Satisfactory Where Visible

Sub Panel Exterior

Electrical: Sub-Panel Location: North side

Sub Panel Amperage Size: 150 Amps

Electrical: Service Line Material: Copper Observed Where Visible.

Electrical :Overcurrent Protection: Circuit Breakers Observed Where Visible.

Electrical: Branch Circuit Wiring: Solid copper Observed Where Visible. , Stranded Copper Observed Where Visible. , Stranded Aluminum Observed Where Visible.
Condition: Satisfactory Where Visible

Electrical: GFCI/AFCI Breakers: Not Present

(Electrical continued)

Sub Panel #2

Electrical: Sub-Panel Location: Master bedroom
Sub Panel Amperage Size: 60 Amps
Electrical: Service Line Material: Copper Observed Where Visible.
Electrical :Overcurrent Protection: Circuit Breakers Observed Where Visible.
Electrical: Branch Circuit Wiring: Solid copper Observed Where Visible. ,
Stranded Copper Observed Where Visible.
Condition: Satisfactory Where Visible
Electrical: GFCI/AFCI Breakers: GFCI Observed Where Visible.
Condition: Satisfactory Where Visible

Attic:

Due to the potential for damage to ceiling surfaces and attic insulation, attic spaces will be entered only when, in the opinion of the inspector, it is safe to do so. When inaccessible attic spaces are not entered, they will be inspected from the access opening.

Attic Access:: N/A No Attic Access is Present
Condition: N/A Not Applicable/ Not Present
Attic: Ventlation: N/A not present
Condition: N/A Not Applicable/ Not Present
Attic: Framing: N/A No attic access is present
Condition: N/A Not Applicable/ Not Visible
Attic: Roof Sheathing: N/A No attic access is present
Condition: N/A Not Applicable/ Not Visible

(Attic: continued)

Attic Insulation

This section describes the inspection results for the Attic structure framing, insulation and ventilation.

The Attic Structural components are not always accessible/visible because of the structure design, ductwork, fire sprinkler systems, Gas/Water lines,Electrical wiring, Insulation.

The newer types sprayed/blown insulation install's prevent visibility to large % of the upper trusses and large % of the sheathing. Example: polyurethane foam sprayed insulation covers a large% of the sheathing/plywood and a large % of the trusses are not visible for inspection.

This condition makes it almost impossible to inspect for water staining/roof leaks unless Present/Visible on the insulation materials.

Exterior: Wall Insulation :	N/A / Not visible Condition: N/A Not Applicable/ Not Visible
Attic: Ceiling/Floor Insulation:	N/A No Attic Access is Present Condition: N/A Not Applicable/ Not Visible
Attic: Wall Insulation:	N/A No Attic Access is Present Condition: N/A Not Applicable/ Not Visible

Exterior Wall Insulation inspection is limited to Access panels/Existing openings. We do not damage or disassemble walls to inspect for insulation presence/types. Some homes will not have access panels such as MBR Tub Access Panels/Fire Sprinkler System Panels and Exterior Wall insulation Will Not Be Visible.

Roofing

The roof inspection includes a visual Inspection of the roof covering material's, flashings, roof penetrations, and water drainage systems. We observe roof tile underlayment covering materials at edges or where openings are present. We do not pull off large sections of tile to inspect the Roof underlayment. If a Tile roof covering has been replaced we cannot verify that the entire roof covering underlayment has been replaced due to the tiles installed over the Roof underlayment . We recommend

(Roofing continued)

obtaining Documentation/ Transferable Warrantees/Guarantees . Flat roof coverings should have a maintenance schedule/ program from the day you own the property. We recommended that a licensed roofer inspect your flat roof covering at least once a year For General maintenance reasons.

FYI

Roof surfaces that are not safely accessible with a 17' ladder will be inspected from the ground with binoculars or from other safe and accessible vantage points where possible. Tile or other roof material is prone to damage from foot traffic will be walked on only when, in the opinion of the inspector, it is safe to do so. Proper maintenance of the roof structure, covering, and attic ventilation is essential for all buildings.

The lifespan of a roof can vary greatly. The roofing material used, the type of underlayment installed, the installation/workmanship, the homes placement on the property in terms of direction, vegetation or tree limbs in contact with the building, weather conditions and the general maintenance are all factors. Most roofs require a degree of maintenance schedule. You may consider consulting a roofing contractor for a general maintenance schedule and possibly for common conditions to look for.

Most flat/low slope roof's are not designed or intended to pond water. Ponding can lead to excessive deflection, stress, freeze/thaw cycle damage, and eventual failure of roof coverings and structural members. Therefore, when ponding or evidence of ponding on flat/low slope roof is noted in this report, measures should be taken to reduce or prevent the accumulation or collection of water on the roof surface.

The remaining serviceable life of any roof covering is directly dependent on future weather and climate conditions and on proper, regular maintenance. Any estimates of the remaining life of any roof covering material are specifically excluded in this inspection and report.

(Roofing continued)



Roof: Soffit/Eaves/Fascia: Stucco finished
Condition: Satisfactory Where Visible
Roof Flashings: Foam
Condition: Satisfactory Where Visible
Roof Chimney : Masonry
Condition: Evaluate Repair or Replace



Comment 68:

Spark arrester is missing not installed. We recommend that a spark arrester be added at the Sparks/embers do not land on the structure.



Figure 68-1

Roof Gutters & Downspouts: N/A Not present
Condition: N/A Not Applicable/ Not Present
Roof Sky Lights & or Solar Tubes: Square type skylight plastic, Circle type skylight plastic
Condition: Satisfactory Where Visible

(Roofing continued)

Foam Roof: Location / Inspection Method / Approximate Age / Roof Covering Condition: Main House, Walked On roof, Age could not be determined: We Recommend asking homeowner for the age of the roof and or seeking the advice of a licensed roofer.
Condition: Evaluate Repair or Replace



Comment 69:

Foam Roof elastomeric coating is cracked/split/peeled in Various Locations. This may indicate the underlying roof was not prepped/cleaned/dried before the newer elastomeric coating was applied . We recommend further evaluation by a qualified and competent licensed roofer.



Figure 69-1



Figure 69-2

(Roofing continued)



Figure 69-3



Figure 69-4



Comment 70:

Previous Roof Repairs have been noted. We recommend asking homeowner for further documentation/warranties for the repairs made and or seeking the advice of a licensed roofer.



Comment 71:

Foam Roof bubbles/blisters were noted. Various locations. Bubbles/blisters are indications of trap moisture under the foam roof covering material or roof protective elastomeric coating.

(Roofing continued)



Figure 71-1



Figure 71-2

Have your roof inspected/cleaned off once a year by a licensed roofer as a part of your normal maintenance.

Pool/Spa Child Safety Barriers Only Inspected

(Pool/Spa Child Safety Barriers Only Inspected continued)

The pool and/or Spa may have been inspected as an ancillary service. In May 2007 the board of technical registration adopted standards of professional practice for the inspection of swimming pools and spas for Arizona home inspectors. We abide by those standards. We only operate the system from the equipment area controls (panel if one exists). You should consult with a pool specialist regarding pool service procedures or repairs. Pools and spas are inherently dangerous. Diving boards and slides add to potential risk or danger. As many homes in Arizona also have pools, child safety is extremely important. Child restraints at any door, pet access, window or opening leading to the yard or pool area should have safety devices installed or other devices or fences could be installed at the water. We encourage you to check with the local Authorities regarding any requirements for pool safety.

Because underground pipes are not visible for inspection and the condition of the piping cannot be determined, underground piping is specifically excluded in this inspection and report.

The operation of backwash valves attached to the filter are specifically excluded in this inspection and report.

The dismantling of the filter pump and filter housings are specifically excluded in this inspection and report.

To determine the heating capability of the heater attached to the pool and/or spa would require more time than that allotted to this inspection and it's heating ability is specifically excluded in this inspection and report.

Pool Kool decking, flagstone, concrete, tiles and slabs are prone to cracking and we do not consider this to be of concern unless they create a tripping hazard or are of structural concern.

We do not verify the chemicals / PH Level of the water. If the pool is cloudy or turning green We may bring it to your attention.

IF The pool/spa Drain cover does not have an Entrapment prevention cover that can reduce the risk of a person/child becoming trapped against suction drain

(Pool/Spa Child Safety Barriers Only Inspected continued)

openings. We recommend contacting a licensed pool contractor. We recommend consulting website about anti-entrapment covers. The consumer product safety commission (CPSC) website is (<http://www.cpsc.gov>).

We inspect the filter for cracks, leaks/corrosion ,fiberglass exposure. We do not determine if the filter is adequate for the size/amount of gallons of water in the pool. We do not determine how well the pool/spa cleans during the time of a Home Inspection. We do not activate backwash valves & we do you not take disassemble filters.

Plastic valve handles should be painted to prevent sun damage. We put light pressure on valves that are plastic and will only turn completely at inspectors discretion.

If this pool/spa does not have a self leveler ,we recommend adding for maintenance reasons. We inspect/verify the presence of anti-siphon/backflow prevention devices which are typically connected to the House water supply at the house, at the exterior hose bibb's.

Pool/Spa: Child Safety Barriers & Child protective devices Not Observed/Visible at any Conditions: exterior doors leading to the pool/spa.
Condition: Evaluate Repair or Replace



Comment 72:

The doors leading to a Pool do not have child prevention safety devices/systems installed. We recommend adding self closing/upper handle self latching or alarm activated doors for Pool safety.



Comment 73:

The pool and associated equipment was inspected by R and R Everclear pools. Please refer to their documents for any potential conditions

Pool Inspection



Your pool has just been inspected by R&R Everclear Pool Service and Repair. Behind every inspection, you get a knowledgeable inspector backed by a company that is licensed, bonded, and insured with over 20 years of experience. A pool inspection by R&R is unique in that most, if not all, of the items of concern on the report are not only identified, but also priced to complete the repairs identified. If you have any questions with any aspect of the inspection, do not hesitate to contact us.

R&R Everclear is a comprehensive service and repair pool company. Our courteous pool technicians are knowledgeable about all types of operating systems and equipment brands. With 20+ years of experience, R&R has an excellent record with the Registrar of Contractors and an A+ rating with the BBB. We have been remodeling and refinishing pools since 2012. This could open future possibilities for your pool and backyard.

We know that buying a property can be stressful. Having a good understanding of how the pool functions is essential. Let R&R Everclear help ease the stress. We can set up weekly maintenance to start immediately after you close on your new home. To arrange weekly maintenance or to have the repairs from your inspection report completed call [480 502 - 2890](tel:4805022890).

Thank You for the opportunity,

R&R Everclear Pool Team

Form Information

Form Name:	(R&R Everclear) - Pool Inspection Form
Submitter Name:	Dan Case (dan.case)
Submission Date:	Aug 23, 2019 4:21:27 PM MST
Server Receive Date:	Aug 23, 2019 4:21:39 PM MST
Reference Number:	20190823-18115281664
Location:	2028 E Teakwood Pl, Chandler, AZ 85249, USA Aug 23, 2019 4:21:21 PM MST [View Map]

Job Details

Pool Photo



Date:	Aug 23, 2019
Inspection Performed By:	Dan Case
Inspection Ordered By:	Buyer
Property Address:	6836 N 36TH ST, Phoenix
Zip Code:	AZ
Home Inspector:	Western States Home Inspection

Chemistry Check

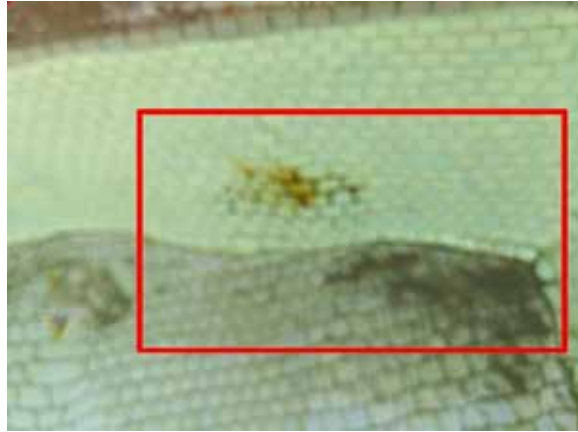
Cya (40-80):	120++
Drain:	Drain
Drain: Comments	Drain and restart pool \$195

Structural Check

Pool Surface:	Rust Spots
Pool Surface: Comments	There is a rebarr stain coming through the tiles in the fountain.

Structural Check

Pool Surface Photo:



Grout Line:

Good

Tile:

Good

Fitting:

Good

Main Drain Cover:

Missing

Main Drain Cover: Comments

Missing 1 anti vortex main drain cover.
Replacement cover \$75.

Main Drain Cover Photo:



Baskets:

Good

Water Leveler:

Good

Water Leveler Valve:

Good

Weir Door:

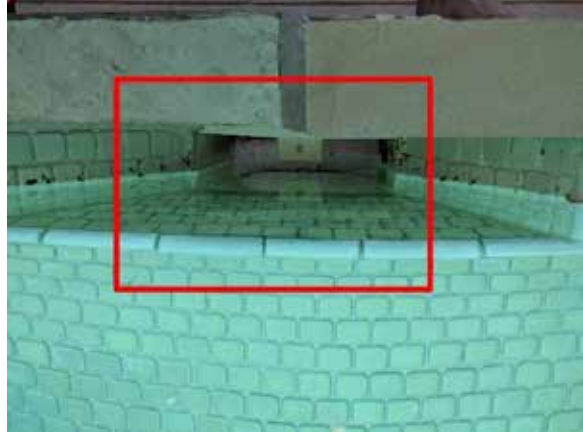
Missing

Weir Door: Comments

Missing a weir door. Replacement weir door
\$37.

Structural Check

Weir Door Photo:



Diverter:

Missing

Diverter: Comments

Missing a diverter. Replacement diverter \$40.

Diverter Photo:



Cleaning System:

Good

Cleaning System Photo:



In-Floor Heads:

Broken Heads

Structural Check

In-Floor Heads: Comments

One infloor head does not retract.
Replacement infloor head \$97 each.

In-Floor Heads Photo:



Gears Rotating:

No

Gears Rotating: Comments

The gears do not rotate in the cleaning system. Replacement gear kit \$355

Gears Rotating Photo:



Plastics:

Good

Equipment Check

Filter Pump:

Good

Equipment Check

Filter Pump photos:



Water Feature Pump:

Good

Water Feature Pump Photos:



Pump Lid:

Good

Filter Type:

Sand

Filter Type Photo:



Filter:

Good

Equipment Check

Filter Photo:



Pressure Gauge:
Backwash Piston:
Pressure Relief Valves:
3-Way Valves:
Ball Valves:
Ball Valves: Comments

Good
Good
Good
Good
Seized
There 1 1/2" ball valve to cleaning system is seized and the 1 1/2" ball valve to the return line has a cracked handle. Replumb ball valves \$135 each

Ball Valve Photos:



Above Ground Plumb (*):
Above Ground Plumb (*): Comments

Paint Plumbing
Paint and label pipes \$29

Equipment Check

Above Ground PVC Photo:



Check Valves:

Good

Above Ground Elect (*):

Good

Connectors:

Good

Bond Wire:

Good

Timer:

Good

Pool Light(s):

Does Not Respond

Pool Light(s): Comments

The pool light does not respond. Install replacement pool light starting at \$495.

Pool Lights Photo:



Spa Light(s):

Did not Respond

Spa Light(s): Comments

The fountain light does not respond. Install replacement fountain light starting at \$495

Equipment Check

Spa Lights Photo:



GFCI:
GFCI Photo

Good



Equipment Pad
Equipment Pad Comments

Cracked
The equipment pad is cracked with rebar showing. Install replacement pad \$450.

Equipment Pad Photo:



Notes & Photos

Notes

Tile dive pool with a tile fountain.

Notes

The slate on the deck is missing and chipped. The slate in a couple areas is loose around the fountain. We recommend contacting a deck company to inspect.

Notes

The misting system at the equipment has exposed wires.

Notes

Weekly maintenance service \$110 monthly

Photos:



Photos:



The swimming pool inspection to be performed for Client is a survey and basic operation of the systems and components of a swimming pool which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector. The purpose of the inspection is to provide Client with information regarding the general condition of the swimming pool. Inspector will prepare and provide Client a written report for the sole use and benefit of Client. The written report shall document any material defects discovered in the swimming pool's systems and components which, in the opinion of the Inspector, are safety hazards, are not functioning properly, or appear to be at the ends of their service lives.

The inspection of the pool and/or spa includes a visual examination of the pool and/or spa, enclosures and gates, hardscape and drainage related to the inspected pool or spa, conditions of visible portions of systems, components or structures, normally necessary and present equipment such as: lights, pumps, heaters, filters and related electrical and mechanical connections. Below ground pools or spas may have inherent defects which are not visible during the inspection. We cannot accurately see below the water or ground level. The only way to thoroughly examine the pool/spa body is to drain the pool/spa. Underground leaks can only be found by contracting with a leak detection company. DO NOT drain the pool yourself. Consult a pool contractor first. We DO NOT guarantee or warranty any components or systems of the pool or spa after the date of the inspection. The Inspector IS NOT REQUIRED to: examine any above-ground, moveable, freestanding or otherwise non-permanently installed pool or spa, or self-contained equipment, structures or components; determine the adequacy of spa jet water force or bubble effect; determine structural integrity or below-ground leakage of any kind, including underground plumbing; evaluate thermostats or their calibration, heating elements, chemical dispensers water chemistry or conditioning devices, pool or spa covers and related components; operate or evaluate filter backwash systems; examining accessories, such as but not limited to, aerators or air blowers, diving or jump boards, ladders, skimmers, slides or steps; or determine the adequacy of filters, pumps and heaters.

CLIENT'S DUTY: Client agrees to read the entire written report when it is received and promptly call Inspector with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of Inspector. Client acknowledges that Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information which can affect Client's purchase decision. Client agrees to obtain further evaluation of reported conditions before removing any investigation contingency and prior to the close of the transaction.

In the event Client becomes aware of a reportable condition which was not reported by Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. Client agrees that any failure to so notify Inspector and allow inspection is material breach of this Agreement.

ENVIRONMENTAL CONDITIONS: Client agrees what is being contracted for is a swimming pool inspection and not an environmental evaluation. The inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding this swimming pool or property. The Inspector is not liable for injury, health risks, or damage caused or contributed to by any environmental conditions.

GENERAL PROVISIONS: The written report is not a substitute for any transferors or agents disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the property prior to the close of the transaction. This Inspection Agreement, the real estate inspection, and the written report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its' officers, agents, or employees more than one year from the date Client discovers, or through the exercise of reasonable diligence should have discovered, the cause of action. In no event shall the time for commencement of a legal action or proceeding exceed two years from the date of the subject inspection. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.

ARBITRATION OF DISPUTES: Any dispute or claim between the parties concerning the interpretation of this Agreement and/or arising from this Agreement, including but not limited to, any dispute or claim between the parties arising from the inspection and/or report, except a claim for inspection fee payment, shall be resolved by neutral, BINDING ARBITRATION conducted through the American Arbitration Association in accordance with the Arizona Code of Civil Procedure. The parties agree that the arbitrator appointed through the American Arbitration Association shall be familiar with the home inspection industry. The parties understand that they are waiving their rights to a court and/or jury trial. The parties shall be entitled to all discovery rights and legal motions as provided in the Arizona Code of Civil Procedure and the arbitrator shall apply the substantive and procedural laws of the State of Arizona to all issues submitted in the arbitration proceeding. The Binding Arbitration shall be held in Maricopa County, Arizona. The parties shall equally bear the costs of the Binding Arbitration. The award of the arbitrator shall be final and a judgment may be entered on it by any court having jurisdiction.



002237574

EMLab P&K Phoenix
1501 West Knudsen Drive, Phoenix, AZ 85027
(800) 651-4802

CONTACT INFORMATION				
Account #:	Company: Western States Home Inspections			
Contact:	Address:			
Phone:	Email:			
PROJECT INFORMATION				
Project ID:	Special Instructions			
Project Description:				
Project:				
Zip Code:				
PO Number:				
EPERM® Radon Test Information Below				
Electret #	Sample ID #	Sample Description	Start Date & Time	Stop Date & Time
SJZ911	1	Family Room on Piano	23AUG 3:40pm	26AUG 9:05AM
SJZ963	2	HALL @ MBR	23AUG 3:40pm	26AUG 9:05AM
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			

RADON
Please contact your Project Manager if you have questions. Canisters are to be returned to EMLab P&K in Phoenix, AZ ONLY.
PAGE OF
TURN AROUND TIME (TAT)* circle one
STD - Standard (DEFAULT)
ND - Next Business Day*
*Please verify availability for Next Day service. Samples received after 2 p.m. or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.
Required Information Below
State: ARIZONA
Elevation: 4816.36ft. (Estimate acceptable)
Sampled By:

Payment Information		RELINQUISHED BY	DATE & TIME
<input type="checkbox"/> On Account (must have pre-approved credit)		<i>[Signature]</i>	26AUG2019
<input type="checkbox"/> Check Enclosed - Check Number:	Amount \$	RECEIVED BY	DATE & TIME
		<i>[Signature]</i>	8/26/19

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at <http://www.emlab.com/main/services/terms.html>

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Radon 000, Doc. WCM-CE-0447, Rev. 0, Page 1 of 1, 09/16

Termite/treatment

Cover Page

**Budget Brothers
Termite & Pest Elimination**
Business License #8289
610 E. Bell Road, #2-469
Phoenix, AZ 85022

**West Valley
623-582-5505**

**Phoenix Metro
602-253-2495**

**East Valley
480-874-8048**


Fax: 623-869-8739
Email: jtermite@aol.com

**Bees ♦ Roaches ♦ Crickets ♦ Ants
Bed Bugs ♦ Scorpions ♦ Termites
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Date : 08/23/2019
Customer Number: 01-0185533

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Phoenix, AZ 85018**





Thank you for choosing Budget Brothers Termite and Pest Elimination

Budget Brothers Termite and Pest Elimination is a family owned and operated company that has been proudly serving the Phoenix Valley for over 25 years.

Not all pest elimination companies are created equal. At Budget Brothers, we've steadily grown over the years to become one of the Phoenix's most trusted and respected termite & pest elimination service providers. That's because we understand that when it comes to pest elimination services, there's no substitute for unmatched expertise, outstanding service and guaranteed value.

Thank You,
Tammy Barbano

Tx3Tech TermitePro - www.Tx3Tech.com 1-844-TX3TECH (893-8324)

 Arizona Department of Agriculture Pest Management Division WOOD DESTROYING INSECT INSPECTION REPORT agriculture.az.gov	1A. VA/HUD/FHA CASE #	DATE OF INSPECTION 08/23/2019
	1B. <input checked="" type="checkbox"/> ORIGINAL REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT	1D. WDIIR # 01-0771396
	1C. <input checked="" type="checkbox"/> SALE <input type="checkbox"/> REFINANCE <input type="checkbox"/> OTHER	1E. TARF #
NOTE: Pursuant to: A.R.S. § 3-3633 (A) This form must be completed only by a Certified Applicator.		
2. READ CAREFULLY PRIOR TO COMPLETING THIS PEST MANAGEMENT DIVISION (PMD) FORM 1. The VA or HUD/FHA case number shall be inserted in Item 1A by the lender or by the pest control company. 2. Areas that were inaccessible or obstructed (Item 7) may include, but are not limited to, wall coverings, fixed ceilings, floor coverings, furniture, or stored articles. In Item 7, the Inspector shall list those obstructions or areas which inhibited the inspection. 3. Item 8A alone is checked when evidence/insects are found but no control measures are performed. Items 8A and 8C are checked when evidence/insects are found AND control measures are performed. 4. When visible evidence is observed, wood-destroying insects causing such evidence shall be listed in Item 8A and the visible damage resulting from such infestation shall be noted in Item 8D. 5. When treatment is indicated in Item 8C, the insects treated shall be named and the date of treatment indicated. The application method and chemicals used shall be entered in Item 10. Proper control measures may include issuance of a warranty. Warranty information shall also be entered in Item 10. (<i>Proper control measures are those which are allowed by PMD Statute/Rule, or the label for the chemical used.</i>) 6. Visible evidence of conditions conducive to infestation from wood-destroying insects shall be reported in Items 15-18 on the second page of this form, (e.g., earth-wood contact, faulty grade, insufficient ventilation, etc.). 7. All supplemental reports shall be completed within (30) days of the date of the original report.		
3A. NAME OF INSPECTION COMPANY BUDGET BROTHERS	5A. NAME OF PROPERTY OWNER/SELLER Rochelle Mortensen	
3B. ADDRESS OF INSPECTION COMPANY (Street, City, ZIP) 610 E. BELL ROAD, #2-469, Phoenix, AZ, 85022	5B. PROPERTY ADDRESS (Street, City, ZIP) 6836 N 36th St, Phoenix, AZ, 85018	
3C. TELEPHONE NUMBER (Include Area Code) 623-582-5505	4. BUSINESS LICENSE # 8289	6A. INSPECTED STRUCTURES House
6B. LIST ALL UN-INSPECTED STRUCTURES		
7. THIS INSPECTION DOES NOT INCLUDE THE FOLLOWING LISTED AREAS WHICH ARE OBSTRUCTED OR INACCESSIBLE. (See also Item 19, page 2.) Under & behind all flooring, wall & window coverings, inside walls, and behind bath & kitchen back splashes. Also see page 2.		
8. BASED ON THE INSPECTOR'S VISUAL INSPECTION OF THE READILY ACCESSIBLE AREAS OF THE PROPERTY (See Section (11) before completing):		
<input checked="" type="checkbox"/> A. Visible evidence of wood-destroying insects was observed. Describe evidence observed: <u>Subterranean termite tubes and tube stains - See Diagram</u> Type of Wood-Destroying Insects observed: <u>Subterranean Termites</u> <input type="checkbox"/> B. No visible evidence of infestation from wood-destroying insects was observed. <input type="checkbox"/> C. Visible evidence of infestation as noted in 8A. Proper control measures were performed on (date): _____ <input type="checkbox"/> D. Visible damage due to _____ was observed in the following areas: _____ <input type="checkbox"/> E. Visible evidence of previous treatment was observed. List evidence. (See also Item 20, page 2.): _____		
9. DAMAGE OBSERVED, IF ANY <input type="checkbox"/> A. Will be or has been corrected by this company. <input type="checkbox"/> B. Will not be corrected by this company. <input type="checkbox"/> C. It is recommended that noted damage be evaluated by a licensed structural contractor for any necessary repairs to be made.	10. ADDITIONAL COMMENTS (ALSO SEE PAGE 2.) (Number of additional attachments to this report.) _____ Page(s)	
11. STATEMENT OF INSPECTOR A. The inspection covered the readily accessible areas of the above listed structures, including attics and crawl spaces that permitted entry. B. Special attention was given to those areas which experience has shown to be particularly susceptible to attack by wood-destroying insects. C. Non-destructive probing and/or sounding of those areas and other visible accessible wood members showing evidence of infestation was performed. D. The inspection did not include areas that were obstructed or inaccessible at the time of inspection. E. Neither I, nor the company for which I am acting, have had, presently have, or contemplate having any interest in this property. I do further state that neither I, nor the company for which I am acting, is associated in any way with any party to this transaction.		
12A. SIGNATURE OF INSPECTOR Tammy Barbano 	12B. INSPECTOR'S LICENSE NUMBER 130705	12C. DATE 08/23/2019
STATEMENT OF PURCHASER I HAVE RECEIVED THE ORIGINAL, OR A LEGIBLE COPY, OF THIS FORM AND HAVE READ PAGE (1, 2, & 3) OF THIS FORM. I UNDERSTAND THAT THIS IS NOT A STRUCTURAL DAMAGE, FUNGI/MOLD REPORT, OR A WARRANTY AS TO THE ABSENCE OF WOOD-DESTROYING INSECTS AND I CAN CONSIDER ASSESSMENT BY A LICENSED STRUCTURAL CONTRACTOR OR FUNGI/MOLD INSPECTOR FOR ANY STRUCTURAL DAMAGE OR FUNGI/MOLD CONCERN.		
13. SIGNATURE OF PURCHASER		14. DATE

3-7-18- AZDA- PMD-VC

Tx3Tech TermitePro - www.Tx3Tech.com 1-844-TX3TECH (893-8324)

PROPERTY NAME/ADDRESS Rochelle Mortensen / 6836 N 36th St, Phoenix, AZ, 85018	DATE OF INSPECTION 08/23/2019
AT THE TIME OF THE INSPECTION THE PROPERTY WAS: <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Occupied <input type="checkbox"/> Unfurnished <input checked="" type="checkbox"/> Furnished	
<u>CONDITIONS CONDUCTIVE TO INFESTATION</u>	
15. WOOD TO EARTH CONTACT (EC) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If YES, check mark and explain conditions conducive)	
<input type="checkbox"/> Fence Abutting Structure <input type="checkbox"/> Pier Posts <input type="checkbox"/> Plants/Trees Contacting Structure <input type="checkbox"/> Concrete Form Boards <input type="checkbox"/> Porch Stairs <input type="checkbox"/> Other _____ <input type="checkbox"/> Porch Post <input type="checkbox"/> Trellis Comments:	
16. EXCESSIVE CELLULOSE DEBRIS (CD) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If YES, check mark and explain conditions conducive)	
Comments:	
17. FAULTY GRADES (FG) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If YES, check mark and explain conditions conducive)	
<input checked="" type="checkbox"/> Evidence of surface water draining toward house <input type="checkbox"/> Stucco at or below grade <input type="checkbox"/> Floor level or planters at or below grade <input type="checkbox"/> Joists in crawl space less than 24" above grade <input type="checkbox"/> Wood siding below grade <input type="checkbox"/> Other _____ Comments: Common building practice	
18. EXCESSIVE MOISTURE (EM) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If YES, check mark and explain conditions conducive)	
<input type="checkbox"/> Standing Water <input checked="" type="checkbox"/> Water Damage <input type="checkbox"/> Bath/Shower/Toilet Leaking <input type="checkbox"/> Inadequate Ventilation <input type="checkbox"/> Sprinklers Hitting Structure <input checked="" type="checkbox"/> Water Stain <input type="checkbox"/> Plumbing Leaks <input type="checkbox"/> Other _____ <input type="checkbox"/> Crawl Space/Water Leaking <input type="checkbox"/> Improper Condensate Drainage <input type="checkbox"/> Attic/Roof Leak Comments: See Diagram and photos	
19. INACCESSIBLE AREAS (IA) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If YES, check mark and explain)	
<input checked="" type="checkbox"/> Attic – All <input checked="" type="checkbox"/> Floors <input type="checkbox"/> Sub/Crawl Space Area -- Clearance <input type="checkbox"/> Attic – Joists <input checked="" type="checkbox"/> Wall Interiors <input type="checkbox"/> Sub Area/Crawl Space No Access <input type="checkbox"/> Attic – Partial <input type="checkbox"/> Enclosed Stairwell <input checked="" type="checkbox"/> Areas Obstructed By Furniture Or Stored Articles <input checked="" type="checkbox"/> Plumbing Traps <input checked="" type="checkbox"/> Dropped Ceilings <input type="checkbox"/> Other _____ Comments: ATTIC OBSTRUCTED - No attic access; PLUMBING TRAPS - No access;	
20. EVIDENCE OF PREVIOUS TREATMENT	
<input type="checkbox"/> BY ANOTHER COMPANY: While evidence of previous treatment does exist, it is impossible for the inspecting company to ascertain if such treatment was properly performed. Further investigation is left to the Buyer's discretion to determine if such treatment was done properly and if a valid warranty exists against the target pest of such treatment.	
<input type="checkbox"/> BY THE INSPECTING COMPANY: Previous treatment is recorded for this property. At the Buyer's discretion, treatment records can be viewed at the inspecting company's local office with the property owner's permission.	
Account Number: _____ Date of Initial Treatment: _____ Target Pest: _____	
Warranty Expiration Date: _____ Other: _____	
Pest Control Inspector's Additional Comments	

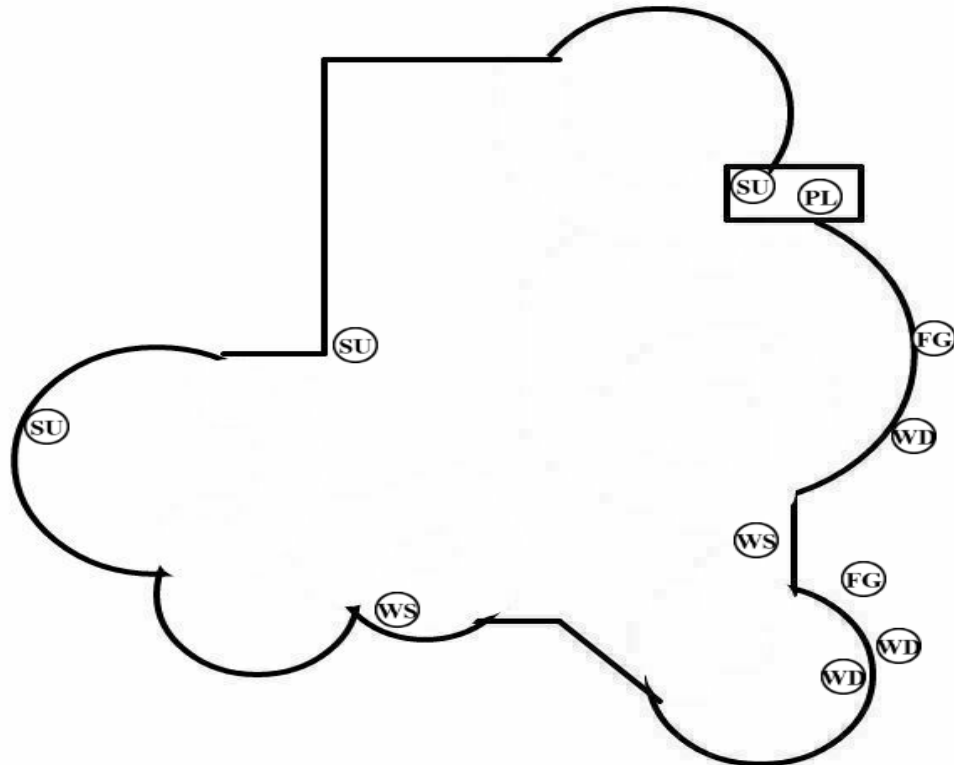
3-7-18- AZDA- PMD-VC

Tx3Tech TermitePro - www.Tx3Tech.com 1-844-TX3TECH (893-8324)

PROPERTY NAME/ADDRESS Rochelle Mortensen / 6836 N 36th St, Phoenix, AZ, 85018	DATE OF INSPECTION 08/23/2019
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GRAPH OF STRUCTURE(S)

(Note: Graph Not To Scale)



This structure has IA, please see comments on page 2 box 19 of AZ WDIIR Form

PURSUANT TO: A.A.C. R3-8-501 (E)(5)(o) THE INSPECTOR MUST COMPLETE THE GRAPH ON PAGE (3) AND CHECK (✓) MARKED BELOW FOR ANY ITEMS WHICH ARE NOTED ON PAGES (1) AND (2)											
✓	CODE	SEE GRAPH PAGE (3)	✓	CODE	SEE GRAPH PAGE (3)	✓	CODE	SEE GRAPH PAGE (3)	✓	CODE	SEE GRAPH PAGE (3)
X	SU	Subterranean Termites		OW	Other Wood Destroying Insects (*)	X	OB	Obstructions	X	WD	Water Damage
	DR	Drywood Termites	X	FG	Faulty Grade	X	IA	Inaccessible Areas	X	WS	Water Stains
	DA	Dampwood Termites		EC	Wood To Earth Contact		IV	Inadequate Ventilation		RL	Roof Leaks
	BE	Wood Destroying Beetles		CD	Cellulose Debris		PL	Plumbing Leaks		EM	Excessive Moisture
	CA	Carpenter Ants		PA	Plantings Abutting Structure		SP	Sprinkler Hitting Structure		FI	Further Inspection Needed
(*) Other Wood Destroying Insects											



BUDGET BROTHERS TERMITE & PEST ELIMINATION TREATMENT / INSPECTION GRAPH

610 E. BELL ROAD, #2-469, Phoenix, AZ 85022 - Phone 623-582-5505 - Fax 623-869-8739

OWNERS NAME Rochelle Mortensen RENTER _____ PHONE _____ DATE 08/23/2019
 TREATMENT ADDRESS 6836 N 36th St CITY Phoenix STATE AZ ZIP 85018
 HOME PHONE (214) 409-1384 WORK _____ FAX _____ CELL _____
 AGENT _____ PHONE _____ INSPECTOR Tammy Barbano LICENSE # 130705

Areas obstructed by furniture, wall coverings, storage, or fixtures

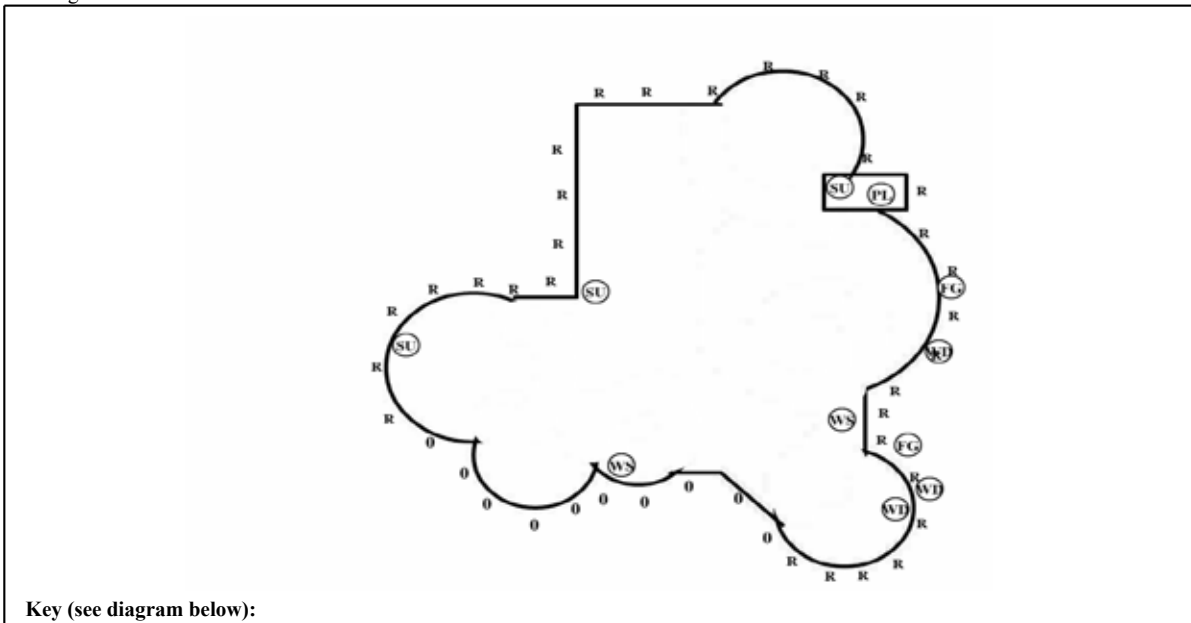
- | | | | | |
|--------------------------------------|---------------------------------------|---------------------------------------|-----------|-------|
| <input type="checkbox"/> Living Room | <input type="checkbox"/> Laundry Room | <input type="checkbox"/> Office | Bedrooms | _____ |
| <input type="checkbox"/> Family Room | <input type="checkbox"/> Kitchen | <input type="checkbox"/> Storage Room | Bathrooms | _____ |
| <input type="checkbox"/> Garage | <input type="checkbox"/> Hallways | <input type="checkbox"/> Dining Room | | |

Exterior obstructed by :

- Soil Rocks Storage Weeds Bushes Property Type House

No Access to areas listed below _____

Drawing not to scale



Key (see diagram below):

SU Subterranean Termites	OW Other Wood Destroying Insects (*)	OB Obstructions	WD Water Damage
DR Drywood Termites	FG Faulty Grade	IA Inaccessible Areas	WS Water Stains
DA Dampwood Termites	EC Wood To Earth Contact	IV Inadequate Ventilation	RL Roof Leaks
BE Wood Destroying Beetles	CD Cellulose Debris	PL Plumbing Leaks	EM Excessive Moisture
CA Carpenter Ants	PA Plantings Abutting Structure	SP Sprinkler Hitting Structure	FI Further Inspection Needed
000 - Drill	>>> - Stem Wall	RRR - Trench & Rod	

Description of Areas Treated _____

Visible Damage _____

Treatment Type Sub-Slab Crawl Bait System Fumigation Other _____

Pesticide Agent or Device _____ Quantity _____ % _____


Target Pest Subterranean Termites Drywood Termites Other _____ Application Rate Per Label _____

Time In: _____ Time Out: _____ Square FT. Treated 0.00

Treated By _____ License #: _____ Treatment Application Date _____ Square FT. Treated 0.00

BUDGET BROTHERS TERMITE & PEST ELIMINATION ISN'T RESPONSIBLE FOR ANY DAMAGE DISCLOSED ABOVE OR ANY DAMAGE THAT MAY BE HIDDEN IN CONCEALED OR INACCESSIBLE AREAS. BUDGET BROTHERS TERMITE & PEST ELIMINATION CANNOT GUARANTEE THAT HIDDEN DAMAGE DOESN'T EXIST, BUDGET BROTHERS IS NOT RESPONSIBLE FOR ANY PAST OR FUTURE DAMAGE FROM ABOVE MENTIONED TARGET PEST
 BUDGET BROTHERS TERMITE & PEST ELIMINATION ARE NOT RESPONSIBLE FOR ANY PLUMBING LINES UNDER CONCRETE DURING TREATMENT. ANY AND ALL WATER LEAKS WILL VOID WARRANTY.
 I AM THE OWNER OR AGENT AND I UNDERSTAND THAT BUDGET BROTHERS TERMITE & PEST ELIMINATION IS NOT RESPONSIBLE FOR DAMAGE VISIBLE, HIDDEN, OR IN CCESSABLE TO THE INSPECTOR

 BUDGET BROTHERS TERMITE Inspector/Applicator Date _____ Customer Signature - Homeowner/Seller Date _____

	610 E. BELL ROAD, #2-469 Phoenix, AZ 85022 License# 8289 Phone: 623-582-5505 Phone: 480-874-8048 Fax: 623-869-8739		SERVICE SLIP / INVOICE # 01-0771396		
	BILLING ADDRESS Rochelle Mortensen 6836 N 36th St Phoenix, AZ 85018		TIME IN: CUSTOMER # 01-0185533 DATE 08/23/2019 LAST SERV DATE	TIME OUT: LOCATION TECH Tammy Barbano TECH LIC # 130705 ROUTE / GRID route code 100	
SERVICE ADDRESS Rochelle Mortensen 6836 N 36th St Phoenix, AZ 85018		TARGET WARNING -- Pesticides can be harmful, keep children and pets away from pesticide applications until dry, dissipated or aerated. For more information please contact BUDGET BROTHERS TERMITE & PEST ELIMINATION at 623-582-5505 Lic # 8289 or (Poison Control - 602-253-3334) #### CALL FOR YOUR FREE ESTIMATES ####			
SERVICE TYPE / MATERIAL		AMOUNT		PESTICIDES / PRODUCTS	
Wood Infestation Report		\$60.00		%	
TERMS PREVIOUS BALANCE		\$		AMOUNT	
COD CASH ON ACCOUNT		\$0.00			
TOTAL		\$60.00		Next Appointment Date:	
<input checked="" type="checkbox"/> BILL <input type="checkbox"/> CASH		TOTAL PAID		CUSTOMER SIGNATURE	
<input type="checkbox"/> CHECK #		\$0.00		DATE	
<input type="checkbox"/> CC /AP #		TOTAL DUE			
Exp Date: CVV:		\$60.00		By signing you are authorizing me to send your pesticide notification electronically.	

You can now pay your invoice at www.budgetbrotherstermite.com

Picture Page

**Budget Brothers
Termite & Pest Elimination**

Business License #8289

610 E. Bell Road, #2-469
Phoenix, AZ 85022

**West Valley
623-582-5505**

**Phoenix Metro
602-253-2495**

**East Valley
480-874-8048**

Fax: 623-869-8739
Email: jtermite@aol.com

www.budgetbrotherstermite.com

**Budget Bros
Termite & Pest**

**Bees ♦ Roaches ♦ Crickets ♦ Ants
Bed Bugs ♦ Scorpions ♦ Termites
Pigeons ♦ Rodents ♦ And More!**

Date : 08/23/2019

Customer Number: 01-0185533

6836 N 36th St
Phoenix, AZ 85018



Water damage along exterior wall



Plumbing leak in air handler closet



Termites in air handler closet



Rodent droppings in storage room off pool area



Water damage along walls



Water damage on ceiling in den

Picture Page

**Budget Brothers
Termite & Pest Elimination**

Business License #8289

610 E. Bell Road, #2-469
Phoenix, AZ 85022

West Valley
623-582-5505

Phoenix Metro
602-253-2495

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**Bees ♦ Roaches ♦ Crickets ♦ Ants
Bed Bugs ♦ Scorpions ♦ Termites
Pigeons ♦ Rodents ♦ And More!**

Date : 08/23/2019

Customer Number: 01-0185533

6836 N 36th St
Phoenix, AZ 85018



Water stains around air handler



Water damage by master sink



Termites in ceiling in guest bedroom with couch



Termites on east wall in living room



Water stains under kitchen sink



Bundle Service Agreement

2620 W Grovers Avenue, Phoenix AZ 85053

Proposal Date: _____

CUSTOMER INFORMATION

Customer Name: Julie Frank Phone: _____
 Full Address: 6836 N 36th St Paradise Valley, Az 85253 Route#: _____
 Email: _____ Account#: _____
 Billing Address: _____ Source: _____

PEST BUNDLE PROGRAMS

<input type="checkbox"/> Platinum Plus Bi-Monthly Pest Service Annual Weed Service Chemical Termite Warranty Sentricon Bait Install	<input type="checkbox"/> Platinum Bi-Monthly Pest Service Annual Weed Service Chemical Termite Warranty	<input type="checkbox"/> Gold Quarterly Pest Service Annual Weed Service Sentricon Bait Install	<input type="checkbox"/> Silver Weed Bi-Monthly Pest Service Annual Weed Service	<input type="checkbox"/> Silver Termite Bi-Monthly Pest Service Chemical Termite Warranty
--	---	---	---	--

PEST SERVICE COMMITMENT

INITIAL _____ This _____ Pest Bundle is a service for a period of 12 months. At the end of 12 months this service agreement will automatically renew by charging the credit card on file unless otherwise notified by the customer.

Burns Pest Elimination agrees to provide pest elimination service at the above address by treating for the specified pest on a _____ service schedule. Should additional treatment be necessary to control the above specified pest within 30 days after a regular scheduled service Burns Pest Elimination will provide the additional treatment at no charge. No wood destroying insects, carpet beetles, fleas, rodents, flying insects etc. are covered by this agreement unless specifically noted.
Date of Treatment: _____ **Time of Service:** _____ **Total Square Feet:** _____

WEED SERVICE COMMITMENT

INITIAL _____ BURNS PEST ELIMINATION weed control for treatment as follows: Residential Commercial

1. _____
2. In this agreement "control" is understood to mean the periodic eradication of existing infestation within practical limits. "Control" cannot be safely obtained to areas directly adjacent to or within desirable plants
3. BURNS PEST ELIMINATION does not remove weeds

Buyer Cooperation

1. THE BUYER shall extend all necessary cooperation to insure effective results from weed control service
2. THE BUYER shall correct any conditions conducive to the propagation of weeds covered by this agreement, when such conditions are presented in writing by Burns Pest Elimination.
3. DO NOT allow animals to graze on treated areas. Keep pets off until completely dry
4. THE BUYER shall "water in" all treated areas as soon after the treatment as possible. This light watering (avoiding run off) is the BUYER'S RESPONSIBILITY and is not included in this service agreement.
5. Failure to comply with any or part of this Agreement will void the warranty.

Date of Treatment: _____ **Time of Service:** _____ **Warranty covered for** _____ **months**

SENTRICON SERVICE COMMITMENT

INITIAL _____ BURNS PEST ELIMINATION will, in compliance with all applicable federal, state and local laws, rules and regulations, and all applicable recommendations outlined by Dow AgroSciences:

1. Install **Sentricon Always Active Stations** (the "Station") in the soil around the outside perimeter of the structures specified above (the "Structures");
2. monitor those Stations for one year from the date hereof;
3. During that year, use Recruit HD* termite bait in all stations as appropriate; and
4. During that year, inform the Customer of:
 - a. Any termite activity noted at the Stations;
 - b. Any addition or removal of Recruit termite bait; and
 - c. Any observed effect of the Sentricon Colony Elimination System (the "Sentricon System") on termite activity.

Date of Treatment _____ **Time of Service** _____ Corrective Preventative

SUBTERRANEAN TERMITE WARRANTY PROTECTION

INITIAL _____ Upon completion of an inspection of the property, BURNS PEST ELIMINATION will provide an **annual Subterranean Termite Protection Warranty** that will be in effect for 1 year from the date of this Agreement. Should an infestation of subterranean termites develop while under this warranty, BURNS PEST ELIMINATION will treat the affected area as outlined in the General Terms and Conditions of this agreement. This protection program is for treatment of the affected areas only and does not cover any repairs or damages that may be caused by subterranean termites.

SPECIAL CONDITIONS/ADDITIONAL COMMENTS

Sentricon install around home and chemical treatment of soil area in planter on east side of home

IMPORTANT: I HAVE READ THE AGREEMENT AND EXPLANATION OF ANY WARRANTY THAT MAY BE ISSUED, INCLUDING ANY LIMITATIONS AND RESTRICTIONS IN ITS ENTIRETY, WHICH INCLUDE ANY ADDITIONAL PAGES FRONT AND BACK. THIS AGREEMENT AND THE ATTACHED GRAPH/FORMS MAKE UP THE COMPLETE AGREEMENT AND MAY NOT BE CHANGED UNLESS IT IS CHANGED IN WRITING AND SIGNED BY A CORPORATE OFFICER OF BURNS PEST ELIMINATION.

SERVICES PURCHASED/PAYMENT OBLIGATION

Your Signature in this document authorizes Burns Pest Elimination to communicate all necessary paperwork by email to the address you provided.

Bundle Price: \$ 1433.00 State Fees: \$ _____ Additional Service: \$ _____
 Total Price: \$ 1433.00 Service Charge: \$ _____
 Burns Representative: Lance Adams Certification #: 010155
 Customer Signature: _____ Date: _____

AZ LIC. # C-4181BCE

All invoices are due upon receipt. If customer disagrees with any invoice or billing statement customer shall notify Burns in writing within thirty (30) days of the date of the statement or invoice. If no objection to the statement or invoice is received within this time period, customer acknowledges that the billing is correct and the charges are reasonable and owed by the customer. If payment is not received within 30 days of an invoice all delinquent amounts will bear interest at the rate of one and one half percent (1.5%) per month starting 31 days from invoice date until amount due is paid. In the event of a dispute regarding a breach of any agreement with Burns for services, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

SENTRICON SERVICE AGREEMENT CONTINUED

Customer Understanding of Performance of the Sentricon System. The customer understands that:

1. The Sentricon system involves installation and monitoring, colony elimination with Recruit HD termite bait, and subsequent monitoring for continuous protection from new termite colonies.
2. During installation of the Sentricon stations and complete elimination of existing termite colonies, termite feeding within the structures, possibly involving additional termite damage, should be expected to occur. Additional services such as spot applications of conventional termiticides are available to combat termite activity on a localized, short-term basis if desired, but are not needed for and will not contribute to termite colony elimination. These additional services will be charged to the customer at the company's current rate if so requested.
3. The active ingredient in the Sentricon System is an insect growth regulator (Noviflumuron) which prevents worker termites from molting (critical to colony survival).

Dow AgroSciences Ownership of Sentricon Systems Components. The customer also understands that:

1. All of the components of the Sentricon System ("Components") are and will remain the property of Dow AgroSciences. The customer has no rights to any of the components, other than the right to their use as installed by the Company on the Customer's premises under this agreement.
2. On the expiration or termination of this Agreement, the Company and Dow AgroSciences or its representative are authorized by the Customer to retrieve from the Customer's premises the Stations and other components contained therein for appropriate disposition.
3. If the Company, for whatever reason, ceases to represent or to be authorized to represent, the Sentricon System,
 - a. the Company will:
 - i. so notify the customer;
 - ii. Offer the Customer the alternatives of either using a different form of termite protection or discontinuing this relationship.
 - iii. If the Customer and the Company (the "Parties") agree on use of a different form of termite protection, give the Customer credit for service paid for but not yet received; and may charge an additional fee for alternative treatments.
 - iv. if the Customer elects to discontinue the relationship, the Company shall retrieve the Components from the Customer's premises; and
 - b. the Customer will:
 - i. grant the Company and Dow AgroSciences or its representative reasonable access to the premises for the retrieval of the components, and
 - ii. Either agree with the Company on the use of a different form of termite control or elect to discontinue this relationship.
4. Should any of the Sentricon System, to include the stations and the bait tubes be removed, destroyed, damaged, or moved without the consent of the Company, the Customer will pay for the replacement of those missing or damaged stations at the current rate charged by the company.

Customer Commitment as to Conditions Conducive to Infestation. The Customer warrants full cooperation with the company during the term of this Agreement, and agrees to maintain the area(s) baited free from any factors contributing to infestation, such as wood, trash, lumber, direct-wood soil contact, standing water under pier type structure, or as noted below. The Customer also agrees to notify the Company of and to eliminate faulty plumbing; leaks; dampness from drains; condensation or leaks from the roof or otherwise into, onto, or under the area(s) baited. At no time will damage caused to any portion of the Structure(s), even by an active wood destroying insect infestation, be the responsibility of the Company in areas where any of the conditions described in this Paragraph exist. Failure of the Company to alert the Customer to any of the above conditions does not alter the Customer's responsibility under this Paragraph.

Additions, Alterations, and Other Changes. This agreement covers the Structure(s) identified herein as of the date of the initial installation. prior to (1) the Structure(s) being structurally modified, altered or otherwise changed, or (2) to any pesticide being applied on or close to the location of any Station, or if (3) soil is removed or added around the foundation, or (4) any tampering of baiting equipment or supplies occurs, the Customer will immediately notify the Company in writing. Failure to notify the Company in writing of events listed above may void this Agreement. Additional because of any addition, alteration, or other such event may be provided by the Company at the Customer's expense, and may require an adjustment in the annual fee.

Damage Related to Services. The Company will exercise due care while performing any work hereunder to try to avoid damaging any part of the Customer's property, plants or animals. Under no circumstances or conditions shall the Company be responsible for damage caused by the Company at the time the work is performed except those damages resulting from gross negligence on the part of the Company.
Damage Caused by Insects. Unless the Customer purchases and the Company issues a separate property protection warranty, the Company shall not be responsible for (1) any past, present, or future damage to the Structure(s) or its contents caused by wood-destroying insects, or (2) any costs or expenses incurred by the Customer as a result of any such damage.

IN THE OPINION OF BURNS PEST ELIMINATION THE METHOD OF TREATMENT PROPOSED IN THIS AGREEMENT IS THE RECOMMENDED APPROACH. THERE MAY BE ALTERNATIVE TREATMENTS SUCH AS REMOVAL OF THE STRUCTURE, OR SHIELDING, ETC., THAT THE BUYER MAY WANT TO EXPLORE.

PEST SERVICE CONTINUED

The customer understands that if no one is present at the time of a regular scheduled service, the technician may provide a complete service of the exterior as outlined in our service protocol. This service is designed to keep pests from entering the home. A full warranty is always in effect provided the customer is in good standing with Burns Pest Elimination. Should a problem arise inside the home, interior service will be provided as needed to correct the problem. An interior appointment can be made by calling the office.

This service agreement is non-refundable and cannot be prorated. This service agreement and its remaining service warranty is transferable should the customer change residences within a Burns Pest Elimination service area or the customer may transfer the remaining service warranty to a new resident occupying the above property. Transfers will be done at no additional charge.

WEED SERVICE LIMITED WARRANTY

Limited Warranty. BURNS PEST ELIMINATION warrants that no "annual weeds" (weeds that grow from seeds yearly) shall grow in the treated areas for a period of 12 months from the date of the initial treatment. Should annual weeds reoccur, BURNS PEST ELIMINATION shall re-treat new infestations at no cost to the Buyer providing no alterations were made to the original treatment.

B. This warranty does not apply to "perennial weeds" (weeds which grow from underground rhizomes, such as Bermuda grass, nut grass, etc.)

C. BURNS PEST ELIMINATION shall not be held responsible for damages due to prior applications of herbicide.

D. Due to normally high mortality rate of new planting, BURNS PEST ELIMINATION shall not be held responsible for any alterations in the landscape after initial treatment. The Buyer shall notify BURNS PEST ELIMINATION in writing of any landscape changes and BURNS PEST ELIMINATION reserves the right to re-treat any altered areas at the Buyer's expense. BERMUDA AND NUT GRASS ARE NOT UNDER WARRANTY

LIMITED LIFETIME RENEWABLE TERMITE RE-TREATMENT/WARRANTY PRE-TREAT

SUBJECT TO ANY LIMITATIONS OR RESTRICTIONS SET FORTH IN THE GRAPH AND SPECIFICATIONS, AND TO THE GENERAL TERMS AND CONDITIONS BELOW, BURNS PEST ELIMINATION WILL ISSUE ME A RE-TREATMENT WARRANTY WHICH OBLIGATES BURNS PEST ELIMINATION, AT NO EXTRA COST TO ME, TO APPLY ANY NECESSARY ADDITIONAL TREATMENT TO MY STRUCTURE IF AN INFESTATION OF SUBTERRANEAN TERMITES IS FOUND DURING THE EFFECTIVE PERIOD OF MY WARRANTY. I UNDERSTAND THAT BURNS PEST ELIMINATION'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO RE-TREATMENT ONLY. I EXPRESSLY RELEASE BURNS PEST ELIMINATION FROM ANY OBLIGATION TO REPAIR ANY DAMAGES TO MY STRUCTURE OR ITS CONTENTS CAUSED BY AN INFESTATION OF SUBTERRANEAN TERMITES.

RETREATMENT ONLY WARRANTY

SUBJECT TO ANY LIMITATIONS OR RESTRICTIONS SET FORTH IN THE GRAPH AND SPECIFICATIONS, AND TO THE GENERAL TERMS AND CONDITIONS BELOW, BURNS PEST ELIMINATION WILL ISSUE A LIMITED RE-TREATMENT ONLY WARRANTY THAT OBLIGATES BURNS PEST ELIMINATION TO RETREAT ONLY THE AREA OR AREAS PREVIOUSLY TREATED BY BURNS PEST ELIMINATION AS OUTLINED IN THE TREATMENT GRAPH SHOULD AN INFESTATION REOCCUR. IF, IN THE OPINION OF BURNS PEST ELIMINATION, THE NEW INFESTATION IS ORIGINATING IN AN AREA THAT HAS NOT BEEN TREATED, THE BUYER AGREES TO PAY FOR ADDITIONAL TREATMENT. BUYER UNDERSTANDS THAT THIS WARRANTY DOES NOT COVER THE ENTIRE STRUCTURE NOR IS IT A LONG TERM TYPE WARRANTY.

SUBTERRANEAN TERMITE WARRANTY PROTECTION

SUBJECT TO ANY LIMITATIONS OR RESTRICTIONS SET FORTH IN THE GRAPH AND SPECIFICATIONS, AND THE GENERAL TERMS AND CONDITIONS BELOW, BURNS PEST ELIMINATION WILL ISSUE ME A TERMITE PROTECTION WARRANTY WHICH OBLIGATES BURNS PEST ELIMINATION TO SPOT TREAT ANY ACTIVE SUBTERRANEAN TERMITE PROBLEM FOUND IN MY STRUCTURE DURING THE EFFECTIVE PERIOD OF THIS WARRANTY. I UNDERSTAND THAT BURNS PEST ELIMINATION'S OBLIGATION UNDER THIS PROGRAM IS LIMITED TO A SPOT TREATMENT ONLY. I EXPRESSLY RELEASE BURNS PEST ELIMINATION FROM ANY OBLIGATIONS TO REPAIR ANY DAMAGES TO MY STRUCTURE OR ITS CONTENTS CAUSED BY AN INFESTATION OF SUBTERRANEAN TERMITES.

GENERAL TERMS AND CONDITIONS

1. I agree that under this Agreement or my Warranty, Burns Pest Elimination is not responsible for the repair of visible damage which presently exists, except damage that is described on the Graph and Specifications and for which I pay Burns Pest Elimination a specific charge to do the repair work. It is possible that damage may presently exist in unexposed or hidden areas of my structure in areas that cannot be visually inspected. For this reason, I understand that Burns Pest Elimination cannot guarantee that the damage discovered by a visual inspection of my premises (which may or may not be indicated on the Graph and Specifications) is all the damage which presently exists. Therefore, I specifically agree not to hold Burns Pest Elimination responsible for the repair of any present damage existing in areas or in structural members of my structure which are unexposed or which cannot be visually inspected as of the date I sign this contract.
2. I understand that for safety reasons Burns Pest Elimination prefers not to treat underground air systems and therefore, should I request Burns Pest Elimination to treat any underground air systems, I assume any and all risks of such treatment and release Burns Pest Elimination from any and all consequences of such treatment.
3. I understand that structural or mechanical problems which result in water leakage inside my building or through the roof or outside walls of my building or result in standing water on the premises may destroy the effectiveness of Burns Pest Elimination's treatment and this could allow termites to continue to exist in my building. If such a condition is discovered, I will be responsible at my own expense for making any repairs necessary to correct the structural or mechanical problem and, after I make the repairs, Burns Pest Elimination may treat my structure again to control the infestation in that area at an additional cost. If I elect not to make such repairs, Burns Pest Elimination shall have no further obligation under this Agreement.
4. This Agreement and my Warranty cover the property shown on the attached Graph and Specifications as it now exists, and I understand that any alterations or additions may affect the treated property by creating new insect hazards or interfering with the chemical protection barrier, and if I modify, alter or otherwise change my structure, the landscaping, grading of the property or if soil is removed or added around the foundation or new plantings are made on the property after Burns Pest Elimination's treatments of the premises, this contract and my Warranty will terminate unless I contact Burns Pest Elimination and we sign a new Agreement for Burns Pest Elimination to reinspect my structure, provide additional treatment, or adjust my annual renewal payments or all of these. Burns Pest Elimination's failure to notice structural changes during future re-inspections does not release me from my obligations.
5. If my structure has any moisture or structural conditions, which support Subterranean Termites after Burns Pest Elimination's initial treatment under this Agreement, then I agree not to hold Burns Pest Elimination responsible for any damage repairs.
6. I MUST MAKE ANY CLAIM FOR BREACH OF MY WARRANTY PROMPTLY IN WRITING TO BURNS PEST ELIMINATION. I WILL NOT BRING A LAWSUIT AGAINST BURNS PEST ELIMINATION WITHOUT ALLOWING BURNS PEST ELIMINATION TO FIRST ENTER AND REINSPECT MY BUILDING.
7. Should my structure become re-infested while under Warranty I agree to provide Burns Pest Elimination with access to any areas needing treatment. Such access includes but is not limited to removal of tiles, carpets, cabinets, opening wall voids, etc.
8. I agree that Burns Pest Elimination's obligations under this Agreement and my Warranty shall be cancelled if Burns Pest Elimination cannot perform its responsibilities because of acts of war, whether declared or undeclared, acts of any duly constituted government authority, seizure, riots, civil commotions, strikes or other labor disputes, fires, floods, storms, explosions, acts of God, failure of supplies from ordinary sources, lack of usual means of transportation, my failure to allow Burns Pest Elimination access to my building for any purpose, specifically including reinspection whether the reinspection was requested by me or by Burns Pest Elimination, or any other reason beyond Burns Pest Elimination's control.
9. I understand that if I default or fail to pay my obligations under this Agreement, Burns Pest Elimination has the right to terminate this Agreement and I shall pay reasonable attorney's fees and costs of collection, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
10. (a) All notices and other communications which I have for Burns Pest Elimination or which Burns Pest Elimination has for me will be in writing and sent first class mail with proper postage to my address or Burns Pest Elimination's address listed on the front side of this Agreement.
(b) THE FACT THAT ANY ONE PORTION OF MY AGREEMENT MAY BE INVALID SHALL NOT AFFECT THE VALIDITY OF THE OTHER PARTS OF MY CONTRACT.
(c) I UNDERSTAND THAT THIS AGREEMENT, THE ATTACHED GRAPH AND SPECIFICATIONS AND THE WARRANTY, IF ISSUED, ALL TOGETHER MAKE UP MY COMPLETE AGREEMENT WITH BURNS PEST ELIMINATION AND THAT THIS AGREEMENT MAY NOT BE CHANGED IN ANY WAY BY ANY REPRESENTATIVE OF BURNS PEST ELIMINATION OR ME UNLESS IT IS CHANGED IN WRITING AND SIGNED BY A CORPORATE OFFICER OF BURNS PEST ELIMINATION. I HAVE HAD NO REPRESENTATIONS OR INDUCEMENTS MADE TO ME EXCEPT WHAT IS WRITTEN IN THIS AGREEMENT AND BURNS PEST ELIMINATION AND I WILL BE BOUND ONLY BY ITS WRITTEN TERMS.
11. IN THE OPINION OF BURNS PEST ELIMINATION THE METHOD OF TREATMENT PROPOSED IN THIS AGREEMENT IS THE RECOMMENDED APPROACH. THERE MAY BE ALTERNATIVE TREATMENTS SUCH AS REMOVAL OF THE STRUCTURE, OR SHIELDING, ETC., THAT THE BUYER MAY WANT TO EXPLORE.

DocuSign Envelope ID: 9FE4ACB3-1B40-4414-830D-19AC314C032F

The Agency

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (SALES)

Document updated:
January 2009



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. Premises Address: 6836 N 36th Street, Phoenix, AZ 85018

2. **Lead Warning Statement:** Every buyer 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, which 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 to notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint or lead-based paint hazards is recommended prior to purchase.

1. SELLER'S DISCLOSURE (Seller must complete and initial sections a, b and c below)

9. (a) Lead-based paint and/or lead-based paint hazards (check either 1 or 2 below):
 10. 1. Seller is aware that lead-based paint and/or lead-based paint hazards are present in the residence(s) and/or building(s) included in this sale. (Explain)
 11. 2. Seller has no knowledge of any lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in this sale.
 12. (SELLER'S INITIALS REQUIRED) DB JSTN

15. (b) Records and reports available to the seller (check either 1 or 2 below):
 16. 1. Seller has provided the buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in the sale. (List documents)
 17. 2. Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in this sale.
 18. (SELLER'S INITIALS REQUIRED) DB JSTN

21. (c) Seller acknowledges Seller's obligation to disclose to any real estate agent(s) to whom the seller directly or indirectly is to pay compensation with regard to the transaction contemplated by this disclosure any known lead-based paint or lead-based paint hazards in the premises to be sold, as well as the existence of any reports or records relating to lead-based paint or lead-based paint hazards in the premises to be sold. Seller further acknowledges that this disclosure accurately reflects the entirety of the information provided by the seller to the agent(s) with regard to lead-based paint, lead-based paint hazards, and lead-based paint risk-assessment or inspection reports and records.
 22. (SELLER'S INITIALS REQUIRED) DB JSTN

2. BUYER'S ACKNOWLEDGMENT (Buyer must complete and initial sections a, b and c below)

27. (a) Buyer has read the information set forth above, and has received copies of the reports, records, or other materials listed above, if any.
 28. (BUYER'S INITIALS REQUIRED) BUYER BUYER
 29. (b) Buyer has received the pamphlet *Protect Your Family From Lead In Your Home*.
 30. (BUYER'S INITIALS REQUIRED) BUYER BUYER
 31. (c) Buyer has (check one):
 32. 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
 33. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
 34. (BUYER'S INITIALS REQUIRED) BUYER BUYER

3. AGENT'S ACKNOWLEDGMENT (Any real estate agent who is to receive compensation from the seller or the listing agent with regard to the transaction contemplated in this disclosure must initial below.)

37. The agent(s) whose initials appear below has (have) ensured the seller's compliance under the Residential Lead-Based Paint Hazard Reduction Act of 1992 by the seller's use and completion of this disclosure form.
 38. (AGENT'S INITIALS REQUIRED) JD

40. **Certification of Accuracy:** By signing below, each signatory acknowledges that he or she has reviewed the above information, and certifies that to the best of his or her knowledge, the information provided by the signatory is true and accurate.

42. Denise B... 4/25/2017
 A SELLER'S SIGNATURE MO/DA/YR A BUYER'S SIGNATURE MO/DA/YR
LISA SELLER LLC
 43. [Signature] 5/2/2017
 A SELLER'S SIGNATURE MO/DA/YR A BUYER'S SIGNATURE MO/DA/YR
 44. [Signature] 1/2/2018 | 3:00:43 PM PST
 A LISTING AGENT'S SIGNATURE MO/DA/YR A COOPERATING AGENT'S SIGNATURE MO/DA/YR
Raquel Barbey

The Agency

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RESIDENTIAL SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) *(To be completed by Seller)*

Document updated:
February 2017



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. *By signing on page 7, you acknowledge that the failure to disclose known material information about the Property may result in liability.*

MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, surveys, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

PROPERTY AND OWNERSHIP

1. As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Contract.
3. **PROPERTY ADDRESS:** 6836 N 36th Street Phoenix AZ 85018
(STREET ADDRESS) (CITY) (STATE) (ZIP)
4. Does the property include any leased land? Yes No
5. Explain: _____
6. Is the Property located in an unincorporated area of the county? Yes No If yes, and five or fewer parcels of land other than subdivided land
7. are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.
8. **LEGAL OWNER(S) OF PROPERTY:** LMM 36th St, LLC Date Purchased: _____
9. The Property is currently: Owner-occupied Leased Estate Foreclosure Vacant If vacant, how long? 8 years
10. If a rental property, how long? _____ Expiration date of current lease: _____ (Attach a copy of the lease if available.)
11. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: _____
12. _____
13. Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?
14. Yes No If yes, consult a tax advisor; mandatory withholding may apply.
15. Is the Property located in a community defined by the fair housing laws as housing for older persons? Yes No
16. Explain: _____
17. Approximate year built: 1962 . If Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

18. **NOTICE TO BUYER: If the Property is in a subdivision, a subdivision public report, which contains a variety of information about the subdivision at the time the subdivision was approved, may be available by contacting the Arizona Department of Real Estate or the homebuilder. The public report information may be outdated. www.azre.gov.**

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Residential Seller's Property Disclosure Statement (SPDS)
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BUYER	BUYER

Page 1 of 7

The Agency, 6919 E 1st St Scottsdale, AZ 85251
Phone: (602)690-2188 Fax:

Jack Luciano

Produced with zipForm® by zipLogix 18070 Hiteon Mile Road, Fraser, Michigan 48026 www.zipLogix.com 6836 N 36th Street



Residential Seller's Property Disclosure Statement (SPDS) >>

21. YES NO Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: _____
22. _____
23. YES NO Are you aware if there are any association(s) governing the Property?
24. If yes, provide contact(s) information: Name: _____ Phone #: _____
25. Name: _____ Phone #: _____
26. If yes, are there any fees? How much? \$ _____ How often? _____
27. How much? \$ _____ How often? _____
28. YES NO Are you aware of any association fees payable upon transfer of the Property? Explain: _____
29. _____
30. YES NO Are you aware of any proposed or existing association assessment(s)? Explain: _____
31. _____
32. YES NO Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
33. Explain: _____
34. YES NO Are you aware of any of the following recorded against the Property? (Check all that apply):
35. Judgment liens Tax liens Other non-consensual liens
36. Explain: _____
37. YES NO Are you aware of any assessments affecting this Property? (Check all that apply):
38. Paving Sewer Water Electric Other
39. Explain: _____
40. YES NO Are you aware of any title issues affecting this Property? (Check all that apply):
41. Recorded easements Use restrictions Lot line disputes Encroachments
42. Unrecorded easements Use permits Other _____
43. Explain: _____
44. YES NO Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
45. If yes, provide the name of the CFD: _____
46. _____
47. YES NO Are you aware of any public or private use paths or roadways on or across the Property?
48. Explain: _____
49. YES NO Are you aware of any problems with legal or physical access to the Property? Explain: _____
50. The road/street access to the Property is maintained by the County City Homeowners' Association Privately
51. If privately maintained, is there a recorded road maintenance agreement? Explain: _____
52. YES NO Are you aware of any violation(s) of any of the following? (Check all that apply):
53. Zoning Building Codes Utility Service Sanitary health regulations
54. Covenants, Conditions, Restrictions (CC&R's) Other _____ (Attach a copy of notice(s) of violation if available.)
55. Explain: _____
56. _____
57. YES NO Are you aware of any homeowner's insurance claims having been filed against the Property?
58. Explain: _____
59. **NOTICE TO BUYER: Your claims history, your credit report, the Property's claims history and other factors may affect the insurability of the Property and at what cost. Under Arizona law, your insurance company may cancel your homeowner's insurance within 60 days after the effective date. Contact your insurance company.**
60. _____
61. _____

BUILDING AND SAFETY INFORMATION

62. YES NO **ROOF / STRUCTURAL:**
63. **NOTICE TO BUYER: Contact a professional to verify the condition of the roof.**
64. YES NO Are you aware of any past or present roof leaks? Explain: _____
65. _____
66. YES NO Are you aware of any other past or present roof problems? Explain: _____
67. _____



Residential Seller's Property Disclosure Statement (SPDS) >>

68. YES NO Are you aware of any roof repairs? Explain: _____

69. _____

70. Is there a roof warranty? (Attach a copy of warranty if available.)

71. If yes, is the roof warranty transferable? Cost to transfer _____

72. Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: upstairs window

73. leak. Now repaired - but replaced seal.

74. Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain: _____

75. _____

76. Are you aware of any chimney or fireplace problems, if applicable? Explain: _____

77. _____

78. Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):

79. Flood Fire Wind Expansive soil(s) Water Hail Other _____

80. Explain: _____

81. **WOOD INFESTATION:**

82. Are you aware of any of the following:

83. Past presence of termites or other wood destroying organisms on the Property?

84. Current presence of termites or other wood destroying organisms on the Property?

85. Past or present damage to the Property by termites or other wood destroying organisms?

86. Explain: _____

87. _____

88. Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms?

89. If yes, date last treatment was performed: _____

90. Name of treatment provider(s): Budget Bros. Pest & Termite

91. Is there a treatment warranty? (Attach a copy of warranty if available.) 1 year.

92. If yes, is the treatment warranty transferable?

93. **NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or**

94. **treatment history. www.sb.state.az.us**

95. **HEATING & COOLING:**

96. Heating: Type(s) Electric

97. Approximate Age(s) _____

98. Cooling: Type(s) Electric } Central Heat & cooling

99. Approximate Age(s) 2 months old - New systems

100. Are you aware of any past or present problems with the heating or cooling system(s)?

101. Explain: _____

102. **PLUMBING:**

103. Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene?

104. If yes, identify: _____

105. Are you aware of any past or present plumbing problems? Explain: _____

106. _____

107. Are you aware of any water pressure problems? Explain: _____

108. Type of water heater(s): Gas Electric Solar Approx. age(s): 4 years approx.

109. Are you aware of any past or present water heater problems? Explain: _____

110. _____

111. Is there a landscape watering system? If yes, type: automatic timer manual both

112. If yes, are you aware of any past or present problems with the landscape watering system?

113. Explain: It's old system. Repairs made 6 yrs. ago.

114. Are there any water treatment systems? (Check all that apply):

115. water filtration reverse osmosis water softener Other _____

116. Is water treatment system(s) owned leased (Attach a copy of lease if available.)

117. Are you aware of any past or present problems with the water treatment system(s)?

118. Explain: _____

Initials>

BUYER	BUYER



Residential Seller's Property Disclosure Statement (SPDS) >>

119. YES NO

120. **SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:**

121. Does the Property contain any of the following? (Check all that apply):
 Swimming pool Spa Hot tub Sauna Water feature

122. If yes, are either of the following heated? Swimming pool Spa If yes, type of heat: _____

123. Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
 124. Explain: _____

125. **ELECTRICAL AND OTHER RELATED SYSTEMS:**

126. Are you aware of any past or present problems with the electrical system? Explain: Replaced all
modules for life touch system.

127. Is there a security system? If yes, is it (Check all that apply):
 Leased (Attach copy of lease if available.) Owned Monitored Other _____

128. Are you aware of any past or present problems with the security system? Explain: _____

129. Does the Property contain any of the following systems or detectors?(Check all that apply):
 Smoke/fire detection Fire suppression (sprinklers) Carbon monoxide detector

130. If yes, are you aware of any past or present problems with the above systems? Explain: _____

131. _____

132. **MISCELLANEOUS:**

133. Are you aware of any animals/pets that have resided in the Property? If yes, what kind: _____

134. Are you aware of or have you observed any of the following on the Property? (Check all that apply):
 Scorpions Rabid animals Bee swarms Rodents Reptiles Bed Bugs Other: Spiders,
 135. Explain: lizards. scorpions occasionally outside. none inside.

136. Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: _____

137. Name of service provider(s): _____ Date of last service: _____

138. Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 156.)
 139. Explain: _____

140. _____

141. _____

142. Were permits for the work required? Explain: _____

143. If yes, were permits for the work obtained? Explain: _____

144. Was the work performed by a person licensed to perform the work? Explain: _____

145. Was approval for the work required by any association governing the property? Explain: _____

146. If yes, was approval granted by the association? Explain: _____

147. Was the work completed? Explain: _____

148. Are there any security bars or other obstructions to door or window openings? Explain: _____

149. Are you aware of any past or present problems with any built-in appliances? Explain: _____
ice maker

150. Are there any leased propane tanks, equipment or other systems on the Property? (Attach a copy of lease if available.)
 151. Explain: _____

152. _____

153. _____

154. _____

155. _____

156. _____

157. _____

158. _____

159. _____

160. _____

161. _____

Initials> BUYER BUYER



Residential Seller's Property Disclosure Statement (SPDS) >>

UTILITIES

162. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES	NO		PROVIDER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electricity:.....	<u>SRP</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fuel: <input type="checkbox"/> Natural gas <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Oil	<u>private company</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable / Satellite:.....	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Internet:.....	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone:.....	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage Collection:.....	<u>City of Phoenix</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire:.....	<u>Private Method?</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Irrigation:.....	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Source:	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private water co. <input type="checkbox"/> Hauled water	
		<input type="checkbox"/> Private well <input type="checkbox"/> Shared well If water source is a private or shared well, complete and attach Domestic Water Well/Water Use Addendum.	

NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider, the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.

178. Are you aware of any past or present drinking water problems? Explain: _____

179. _____

180. U.S. Postal Service delivery is available at: Property Cluster Mailbox Post Office Other _____

181. Are there any alternate power systems serving the Property? (If no, skip to line 190.)

182. If yes, indicate type (Check all that apply):

183. Solar Wind Generator Other _____

184. Are you aware of any past or present problems with the alternate power system(s)? Explain: _____

185. _____

186. Are any alternate power systems serving the Property leased? Explain: _____

187. _____

188. If yes, provide name and phone number of the leasing company (Attach copy of lease if available): _____

189. _____

ENVIRONMENTAL INFORMATION

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
		<input type="checkbox"/> Soil settlement/expansion <input type="checkbox"/> Drainage/grade <input type="checkbox"/> Erosion <input type="checkbox"/> Fissures <input type="checkbox"/> Dampness/moisture <input type="checkbox"/> Other
		Explain: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):
		<input type="checkbox"/> Soil settlement/expansion <input type="checkbox"/> Drainage/grade <input type="checkbox"/> Erosion <input type="checkbox"/> Fissures <input type="checkbox"/> Other _____
		Explain: _____

NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at www.azre.gov.

199. Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

200. Airport noise Traffic noise Rail line noise Neighborhood noise Landfill Toxic waste disposal

201. Odors Nuisances Sand/gravel operations Other _____

202. Explain: _____

203. Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

204. _____

NOTICE TO BUYER: The Arizona Board of Technical Registration (BTR) maintains a list of unremediated sites at www.azbtr.gov. To determine if the property was once on the list but has been remediated, contact the BTR.



Residential Seller's Property Disclosure Statement (SPDS) >>

207. YES NO Are you aware if the Property is located in the vicinity of a public or private airport?
208. Explain: _____

209. **NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer**
210. **if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated**
211. **on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record**
212. **a document at the County Recorder's Office disclosing if the Property is under restricted air space and to**
213. **maintain the State Land Department Military Airport Map on its website at www.azre.gov.**

214. Is the Property located in the vicinity of a military airport or ancillary military facility?
215. Explain: _____

216. Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
217. Asbestos Radon gas Lead-based paint Pesticides Underground storage tanks Fuel/chemical storage
218. Explain: _____

219. Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):
220. Superfund / WQARF / CERCLA Wetlands area Natural Area Open Spaces

221. Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
222. If yes, describe location: _____

223. Are you aware if any portion of the Property is in a flood plain/way? Explain: _____
224. _____

225. **NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in**
226. **connection with your purchase of this property. The National Flood Insurance Program provides for the**
227. **availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding**
228. **in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance**
229. **Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in**
230. **changes to flood insurance premiums that are likely to be higher, and in the future may be substantially**
231. **higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result,**
232. **purchasers of property should not rely on the premiums paid for flood insurance on this property previously**
233. **as an indication of the premiums that will apply after completion of the purchase. In considering purchase of**
234. **this property you should consult with one or more carriers of flood insurance for a better understanding of**
235. **flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior**
236. **owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the**
237. **purchase of flood insurance for the property. You may also wish to contact the Federal Emergency**
238. **Management Agency (FEMA) for more information about flood insurance as it relates to this property.**

239. Are you aware of any portion of the Property ever having been flooded? Explain: _____
240. _____

241. Are you aware of any water damage or water leaks of any kind on the Property? Explain: upstairs window
242. leak from 10 yrs. ago - has been repaired.

243. Are you aware of any past or present mold growth on the Property? If yes, explain: _____
244. _____

SEWER/WASTEWATER TREATMENT

245. YES NO Is the entire Property connected to a sewer?
246. If no, is a portion of the Property connected to a sewer? Explain: _____
247. _____

248. If the entire Property or a portion of the Property is connected to a sewer, has a professional verified the sewer connection?
249. If yes, how and when: _____

250. **NOTICE TO BUYER: Contact a professional to conduct a sewer verification test.**

251. Type of sewer: Public Private Planned and approved sewer system, but not connected
252. Name of Provider: _____



Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

- 253. Are you aware of any past or present problems with the sewer? Explain: _____
- 254. Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 267.)
- 255. If yes, the Facility is: Conventional septic system Alternative system; type: _____
- 256. If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
- 257. If yes, name of contractor: _____ Phone #: _____
- 258. Approximate year Facility installed: _____ (Attach copy of permit if available.)
- 259. Are you aware of any repairs or alterations made to this Facility since original installation?
- 260. Explain: _____
- 261. _____
- 262. Approximate date of last Facility inspection and/or pumping of septic tank: Do not know.
- 263. Are you aware of any past or present problems with the Facility? Explain: _____
- 264. _____

NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality requires a Pre-Transfer Inspection of On-Site Wastewater Treatment Facilities on re-sale properties.

OTHER CONDITIONS AND FACTORS

- 267. What other material (important) information are you aware of concerning the Property that might affect the buyer's decision-making
- 268. process, the value of the Property, or its use? Explain: _____
- 269. _____

ADDITIONAL EXPLANATIONS

- 270. _____
- 271. _____
- 272. _____
- 273. _____
- 274. _____
- 275. _____
- 276. _____
- 277. _____
- 278. _____
- 279. _____

280. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's

281. knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing by Seller

282. to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections. Seller acknowledges

283. receipt of Residential Seller Disclosure Advisory titled *When in Doubt — Disclose*.

284. Daniel Bign _____ MO/DA/YR LMM 36th St., LLC _____ MO/DA/YR

SELLER'S SIGNATURE SELLER'S SIGNATURE

LIM 36th LLC

285. Reviewed and updated: Initials: _____ / _____

SELLER SELLER MO/DA/YR

286. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual

287. knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in

288. regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties and to

289. consider obtaining a home warranty protection plan.

290. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been: (1) the site

291. of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, diagnosed as

292. having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.

293. By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer

294. shall deliver to Seller written notice of the items disapproved as provided in the Contract.

295. _____ MO/DA/YR _____ MO/DA/YR

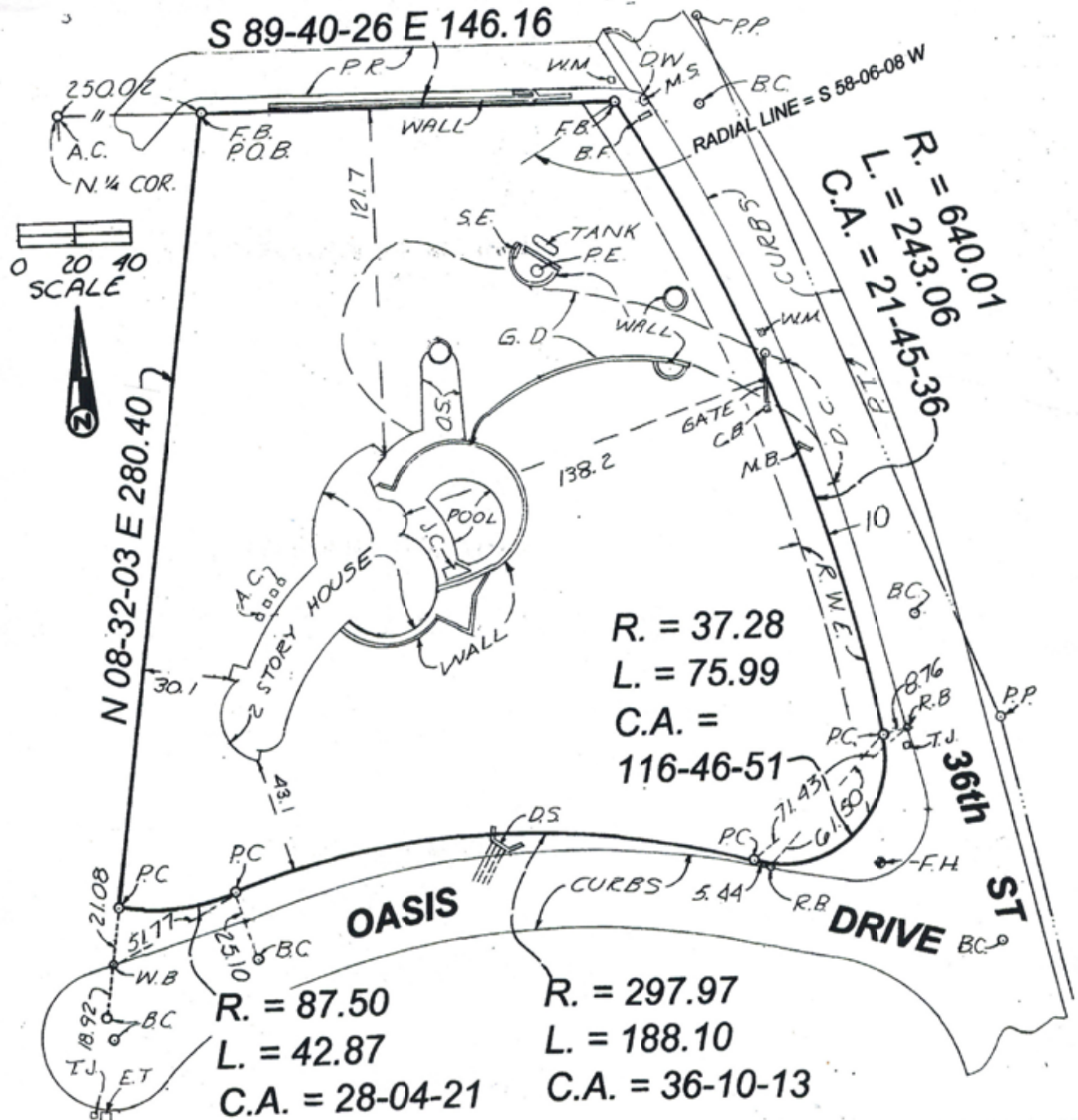
BUYER'S SIGNATURE BUYER'S SIGNATURE

Initials>

BUYER	BUYER



Survey



ALTA/NSPS LAND TITLE SURVEY OF 6836 N. 36th ST., PHOENIX, AZ 85018
 TO ALAMO TITLE-SOUTH LAKE, TX, OR DESIGNEE AND FIDELITY NATIONAL TITLE INSURANCE COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 8, 9, 10, 11 (OBSERVED EVIDENCE), 13, 16 AND 17 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 9/2/19. DATE OF PLAT OR MAP: 9/4/19

MICHAEL WIER—LAND SURVEYOR,
 1538 E. FRIESS DR., PHOENIX, AZ 85022.
 TEL: 602-789-0337. mikewier@cox.net
 JOB NO. 9-4-19. PAGE NUMBER 1 OF 3



ALTA/NSPS LAND TITLE SURVEY OF 6836 N. 36th ST., PHOENIX, AZ 85018
JOB NO. 9-4-19 **PAGE NO. 2 OF 3**

TITLE REPORT USED: FIDELITY NATIONAL COMMITMENT NO. 6000141900428, DATED 8/9/19.

EASEMENTS: ITEM #14 OF SCHEDULE "B", PART II, INDICATES AN EASEMENT OF UNSPECIFIED PURPOSES ACCORDING TO INSTRUMENT #20121052288. HOWEVER THIS INSTRUMENT DEDICATES NO EASEMENT. BOOK 81 OF MAPS PAGE 32 (PALM CANYON NO. 2), PURPORTS TO DEDICATE A 10 FOOT WIDE ROADWAY EASEMENT OVER THE EAST 10 FEET OF THE SUBJECT PROPERTY AND IS DESIGNATED ON THIS SURVEY AS "R.W.E.". THE CITY OF PHOENIX RIGHT OF WAY MAP ALSO INDICATES THIS TO BE A ROADWAY EASEMENT. HOWEVER THE PROPERTY SURVEYED IS NOT WITHIN PALM CANYON NO. 2 AND THEREFORE THIS EASEMENT MAY NOT BE VALID.

LEGEND: A.C.= FOUND ALUMINUM CAP AT THE NORTH QUARTER CORNER OR AIR CONDITIONING UNITS AT THE WEST EDGE OF THE HOUSE. B.C.= FOUND BRASS CAP. B.F.= BACK FLOW PREVENTER FOR WATER LINE. C.A.= CENTRAL ANGLE. C.B.= CALL BOX. D.C.= DEPRESSED CURB CUT FOR DRIVEWAY ENTRANCE. D.S.= DRAINAGE STRUCTURE THAT ALLOWS THE NATURAL FLOW OF WATER TO CONTINUE SOUTHWESTERLY UNDERNEATH THE ROAD. D.W.= DRIVEWAY ENTRANCE (CONCRETE). E.T.= ELECTRIC TRANSFORMER BOX. F.B.= FOUND CAPPED BAR. F.B.P.O.B = FOUND CAPPED BAR AT THE POINT OF BEGINNING. THIS BAR IS SET IN THE NORTH FACE OF A 15' HIGH CLIFF ABOUT 10 FEET ABOVE GROUND SURFACE. F.H.= FIRE HYDRANT. G.D.= GRAVEL SURFACED DRIVEWAY. J.C.= JACUZZI. L.= ARC LENGTH. M.B.= MAILBOX STRUCTURE. MS.= METAL SIGN WITH THE ADDRESS OF 6844. O.S.= OVERHEAD STRUCTURE. P.C.= PROPERTY CORNER NOT MONUMENTED DUE TO ROCK AND/OR CACTUS. REFERENCE AND WITNESS BARS SET AS NOTED. P.E.= POOL EQUIPMENT MACHINERY. P.P.= POWER POLE. P.T.= CENTERLINE OF OVERHEAD POWER AND TELEPHONE UTILITY LINES. R.= RADIUS. R.B.= REFERENCE BAR SET AT BACK OF CURB. R.W.E.= ROADWAY EASEMENT (SEE NOTE UNDER EASEMENTS). S.E.= SWITCHBOX ENCLOSURE. T.J.= TELEPHONE JUNCTION BOX. W.B.= WITNESS BAR SET AT BACK OF CURB.

BEARING BASIS: NORTH 08 DEGREES 32 MINUTES 03 SECONDS EAST ON THE WEST PROPERTY LINE FROM THE MOST NORTHERLY OF THE 2 BRASS CAPS AT THE CUL-DE-SAC AT THE WEST END OF OASIS DRIVE TO THE FOUND IRON BAR AT THE NORTHWEST PROPERTY CORNER.

FLOOD ZONE: ALL OF THE PROPERTY IS IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) ACCORDING TO FEMA MAP #04013C1745L, EFFECTIVE DATE OF 10/16/13.

ADJOINING OWNERS: WEST OF SURVEY IS OWNED BY HERBERT J. AND ELIZABETH L. BOOL, TRUSTEES. NORTH OF SURVEY IS OWNED BY THE CITY OF PHOENIX (THERE IS A 20' WIDE EASEMENT FOR DRIVEWAY IMMEDIATELY NORTH OF THE NORTH PROPERTY LINE THAT BENEFITS THE BOOLS TO THE WEST). EAST AND SOUTH OF THE SURVEY ARE THE DEDICATED RIGHT OF WAYS OWNED BY THE CITY OF PHOENIX.

PERTINENT SURVEY DOCUMENTS: (BOOK/PAGE) 81/32, 1477/9.

SURVEYOR'S STATEMENT: I, MICHAEL WIER, DID THIS SURVEY.

ALTA/NSPS LAND TITLE SURVEY OF 6836 N. 36th ST., PHOENIX, AZ 85018
JOB NO. 9-4-19 **PAGE NO. 3 OF 3**

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; THENCE SOUTH 89 DEGREES 40 MINUTES 26 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 250.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 40 MINUTES 26 SECONDS EAST, 146.16 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE SOUTH, THE CENTRAL POINT OF WHICH BEARS SOUTH 58 DEGREES 06 MINUTES 08 SECONDS WEST, 640.01 FEET DISTANT THEREFROM;

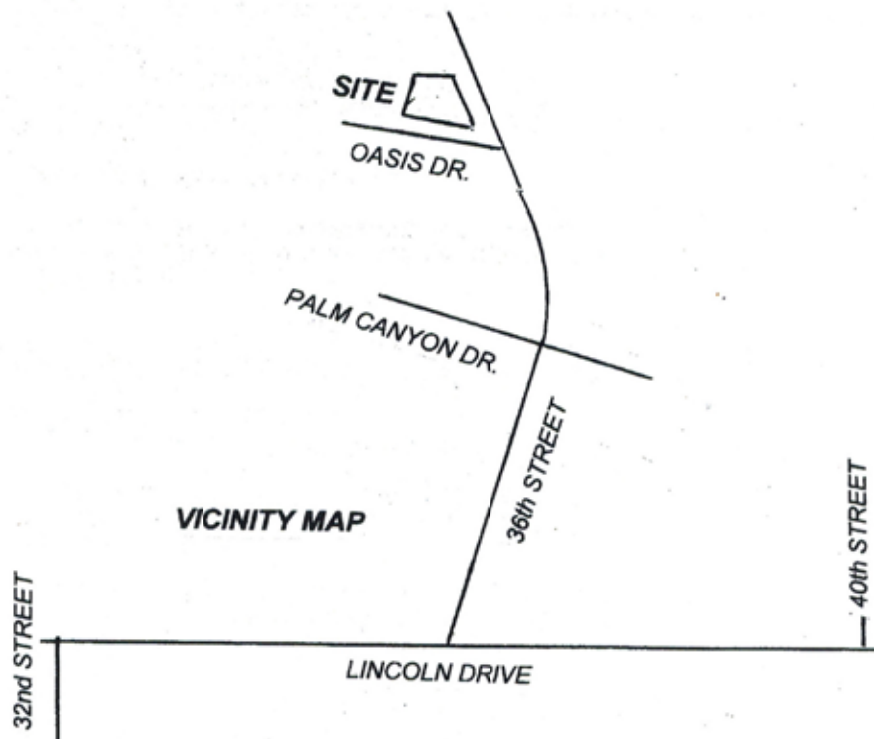
THENCE ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 21 DEGREES 45 MINUTES 36 SECONDS, A DISTANCE OF 243.06 FEET TO A POINT MARKING THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 116 DEGREES 46 MINUTES 51 SECONDS AND A RADIUS OF 37.28 FEET;

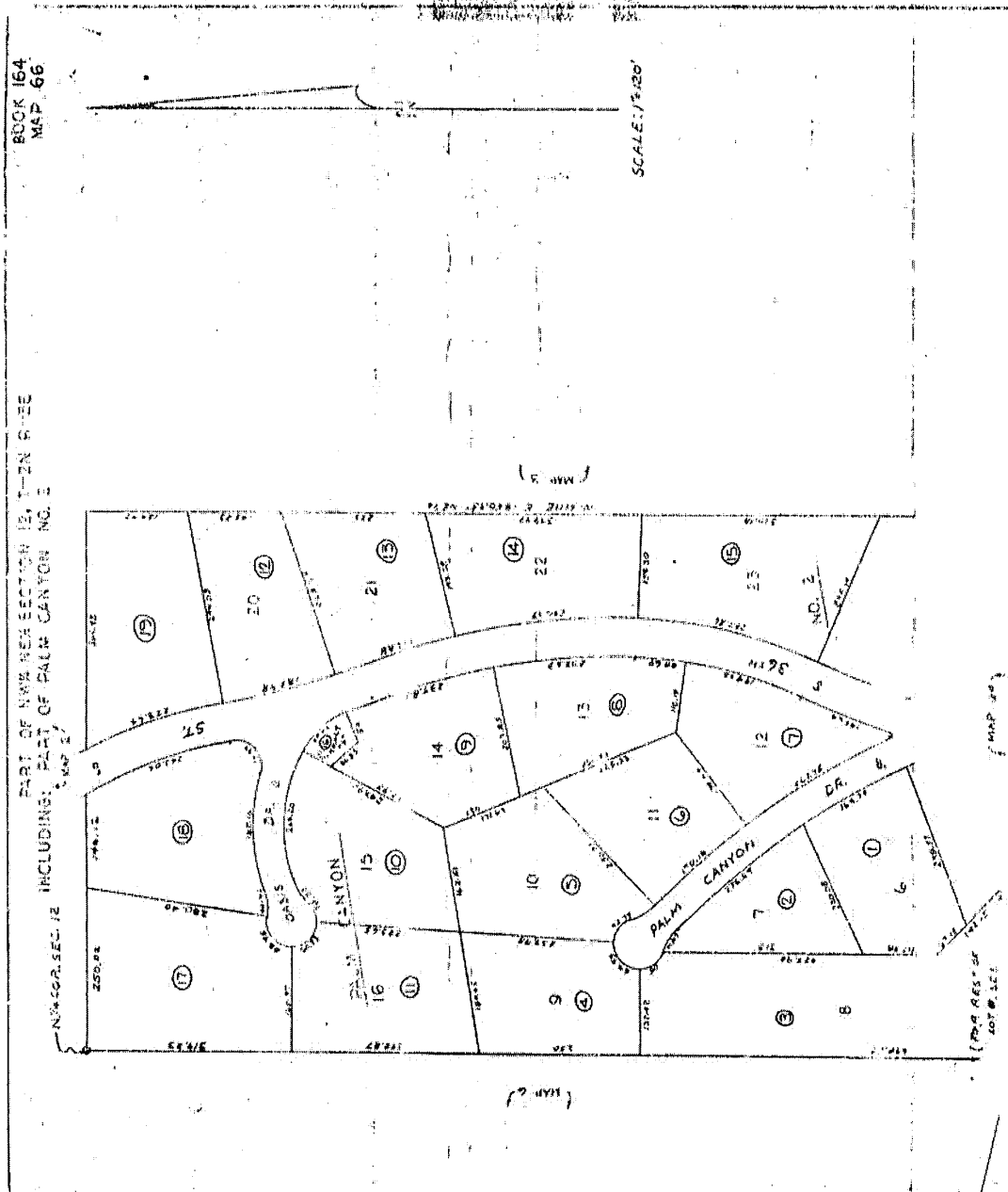
THENCE ALONG THE ARC OF SAID CURVE, 75.99 FEET TO A POINT MARKING THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 36 DEGREES 10 MINUTES 13 SECONDS AND A RADIUS OF 297.97 FEET;

THENCE ALONG AN ARC OF SAID CURVE, 188.10 FEET TO A POINT MARKING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 28 DEGREES 04 MINUTES 21 SECONDS AND A RADIUS OF 87.50 FEET;

THENCE ALONG AN ARC OF SAID CURVE, 42.87 FEET;

THENCE NORTH 8 DEGREES 32 MINUTES 03 SECONDS EAST, 280.40 FEET TO THE TRUE POINT OF BEGINNING; EXCEPTING AND RESERVING TO THE UNITED STATES ALL COAL AND OTHER MINERALS AS SET FORTH IN PATENT TO SAID LAND.





This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Title Commitment

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20121052288 11/19/2012 04:28
ELECTRONIC RECORDING

76071EA111912-5-1-1--
Hoyp

1 Lindsey A. Jackson #028623

2 **GAMMAGE & BURNHAM**

3 A PROFESSIONAL LIMITED LIABILITY COMPANY

4 ATTORNEYS AT LAW

5 TWO NORTH CENTRAL AVENUE

6 15TH FLOOR

7 PHOENIX, AZ 85004

8 TELEPHONE (602) 256-0566

9 FAX (602) 256-4475

10 EMAIL: LJACKSON@GBLAW.COM

11 *Attorneys for Domiciliary Foreign Personal Representatives*

12 SUPERIOR COURT OF ARIZONA

13 MARICOPA COUNTY

14 In the Matter of the Estate of:

15 **NO. PB2012-002067**

16 **DEED OF DISTRIBUTION**

17 **LINDA RAGLAND MELTON,**

18 Deceased.

19 The undersigned Domiciliary Foreign Personal Representatives, pursuant to A.R.S.
20 § 14-4204, in order to make distribution of the property of this Estate, hereby assigns,
21 transfers and releases to LMM 36th, LLC, an Arizona limited liability company, as
22 distributee of the Estate, whose address is 4859 E. Mockingbird Lane, Paradise Valley,
23 Arizona 85253, all right, title and interest of decedent in and to the following described
24 property:

25 COMMENCING at the North quarter corner of Section 12, Township
26 2 North, Range 3 East of the Gila and Salt Rive Base and Meridian,
Maricopa County, Arizona;

THENCE South 89 degrees 40 minutes 26 seconds East along the
North line of said Section 12, a distance of 250.02 feet to the TRUE
POINT OF BEGINNING;

THENCE continuing South 89 degrees 40 minutes 26 seconds East,
146.16 feet to a point marking the beginning of a curve to the South,

599922.1

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the central point of which bears South 58 degrees 06 minutes 08 seconds West, 640.01 feet distant therefrom;

THENCE along the arc of said curve thru a central angle of 21 degrees 45 minutes 36 seconds, a distance of 243.06 feet to a point marking the beginning of a compound curve to the right, having a central angle of 116 degrees 46 minutes 51 seconds and a radius of 37.28 feet;

THENCE along the arc of said curve, 75.99 feet to a point marking the beginning of a reverse curve to the left, having a central angle of 36 degrees 10 minutes 13 seconds and a radius of 297.97 feet;


THENCE along an arc of said curve, 188.10 feet to a point marking the beginning of a reverse curve to the right, having a central angle of 28 degrees 04 minutes 21 seconds and a radius of 87.50 feet;


THENCE along an arc of said curve, 42.87 feet;

THENCE North 8 degrees 32 minutes 03 seconds East, 280.40 feet to the TRUE POINT OF BEGINNING;

EXCEPTING AND RESERVING to the United States all coal and other minerals as set forth in Patent to said land.

DATED this 13 day of November, 2012.


DENISE MELTON BIGGS
Domiciliary Foreign Personal Representative
703 Pier Ave. #B382
Hermosa Beach, California 90254


JULIE FRANK MCDONALD
Domiciliary Foreign Personal Representative
4859 E. Mockingbird Lane
Paradise Valley, Arizona 85253

///

1 STATE OF CALIFORNIA)
2 County of Los Angeles) ss.

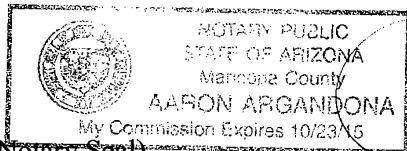
3 The foregoing instrument was acknowledged before me this ____ day of
4 November, 2012, by Denise Melton Biggs, as Domiciliary Personal Representative of the
5 Estate of Linda Ragland Melton.
6

7
8 _____
Notary Public

9 (Notary Seal)

10
11 STATE OF ARIZONA)
12 County of Maricopa) ss.

13 The foregoing instrument was acknowledged before me this 13 day of
14 November, 2012, by Julie Frank McDonald, as Domiciliary Personal Representative of
15 the Estate of Linda Ragland Melton.
16



17
18 _____
19 Notary Public
20

21 **GAMMAGE & BURNHAM, P.L.C.**

22
23 By: _____
24 **Lindsey A. Jackson**
25 Two N. Central Avenue, 15th Floor
26 Phoenix, Arizona 85004
Telephone: (602) 256-0566
Attorneys for Domiciliary Foreign Personal Representatives

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the central point of which bears South 58 degrees 06 minutes 08 seconds West, 640.01 feet distant therefrom;

THENCE along the arc of said curve thru a central angle of 21 degrees 45 minutes 36 seconds, a distance of 243.06 feet to a point marking the beginning of a compound curve to the right, having a central angle of 116 degrees 46 minutes 51 seconds and a radius of 37.28 feet;

THENCE along the arc of said curve, 75.99 feet to a point marking the beginning of a reverse curve to the left, having a central angle of 36 degrees 10 minutes 13 seconds and a radius of 297.97 feet;

THENCE along an arc of said curve, 188.10 feet to a point marking the beginning of a reverse curve to the right, having a central angle of 28 degrees 04 minutes 21 seconds and a radius of 87.50 feet;


THENCE along an arc of said curve, 42.87 feet;

THENCE North 8 degrees 32 minutes 03 seconds East, 280.40 feet to the TRUE POINT OF BEGINNING;

EXCEPTING AND RESERVING to the United States all coal and other minerals as set forth in Patent to said land.

DATED this 14 day of November, 2012.

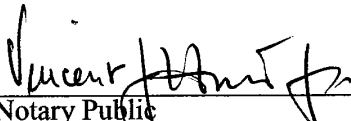

DENISE MELTON BIGGS
Domiciliary Foreign Personal Representative
703 Pier Ave. #B382
Hermosa Beach, California 90254


JULIE FRANK MCDONALD
Domiciliary Foreign Personal Representative
4859 E. Mockingbird Lane
Paradise Valley, Arizona 85253

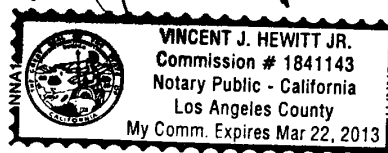
///

1 STATE OF CALIFORNIA)
2 County of Los Angeles) ss.

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5 Estate of Linda Ragland Melton.
6

7 
8 _____
Notary Public

9 (Notary Seal)



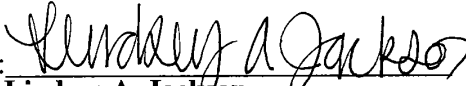
10
11 STATE OF ARIZONA)
12 County of Maricopa) ss.

13 The foregoing instrument was acknowledged before me this ____ day of
14 November, 2012, by Julie Frank McDonald, as Domiciliary Personal Representative of
15 the Estate of Linda Ragland Melton.
16

17
18 _____
19 Notary Public

20 (Notary Seal)

21 **GAMMAGE & BURNHAM, P.L.C.**

22
23 By: 
24 **Lindsey A. Jackson**
25 Two N. Central Avenue, 15th Floor
26 Phoenix, Arizona 85004
Telephone: (602) 256-0566
Attorneys for Domiciliary Foreign Personal Representatives

164-66-018 Residential Parcel

This is a residential parcel located at [6836 N 36TH ST PHOENIX 85018](#), and the current owner is LMM 36TH LLC. Its current year full cash value is \$985,500.

Property Information

[6836 N 36TH ST PHOENIX 85018](#)

MCR #

Description: FR N4 COR SEC S 89: 40' 26" E 250.02' TO POB TH E 146.16' TH SW ALG CURVE 243.06' TH ALG COMPOUND CURVE TO RT 75.99' TH ALG REVERSE CURVE TO LEFT 188.10' TH ALG REVERSE CURVE TO RT 42.87' TH N 8: 32' 03" E 280.40' TO POB 1.37 AC

Lat/Long [33.53885982](#) | [-112.00247962](#)

Lot Size 57,677 sq ft.

Zoning RE-43

Lot #

High School District PHOENIX UNION #210

Elementary School District CREIGHTON ELEMENTARY SCHOOL DISTRICT

Local Jurisdiction PHOENIX

S/T/R 12 2N 3E

Market Area/Neighborhood 14/043

Subdivision (0 Parcels)

Owner Information

[LMM 36TH LLC](#)

Mailing Address 4859 E MOCKINGBIRD LN, PARADISE VALLEY, AZ 85253

Deed Number [121052288](#)

Last Deed Date 11/19/2012

Sale Date n/a

Sale Price n/a

Valuation Information

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our [data sales](#).

The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. [CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL](#)

Tax Year	2020	2019	2018	2017	2016
Full Cash Value	\$985,500	\$1,043,400	\$1,074,500	\$1,112,200	\$989,800
Limited Property Value	\$864,784	\$823,604	\$784,385	\$872,399	\$830,856
Legal Class	4.1	4.1	4.1	4.1	4.1
Description	NON-PRIMARY/NOT IN OTHER CLASSES RESID	NON-PRIMARY/NOT IN OTHER CLASSES RESID	NON-PRIMARY/NOT IN OTHER CLASSES RESID	NON-PRIMARY/NOT IN OTHER CLASSES RESID	NON-PRIMARY/NOT IN OTHER CLASSES RESID
Assessment Ratio	10%	10%	10%	10%	10%
Assessed LPV	\$86,478	\$82,360	\$78,439	\$87,240	\$83,086
Property Use Code	0161	0161	0161	0161	0161
PU Description	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Tax Area Code	141300	141300	141300	141300	141300
Valuation Source	Notice	Notice	Notice	Notice	Notice

Additional Property Information

Additional residential property data.

Construction Year	1967
Weighted Age	1967
Improvement Quality	R-6 (Excellent)
Pool	Yes
Living Area	3,095 sq ft.
Patio(s)	0 None (Covered: 1 Uncovered: 0)
Exterior Wall Type	8" Painted Block
Roof Type	Built Up
Bath Fixtures	9
Garage Stalls	
Carport Stalls	2
Locational Characteristics	Corner, Preserve



Maricopa County Treasurer's Office

Royce T. Flora, Treasurer

2019 Tax Details 164-66-018 7

Current Mailing Name & Address

LMM 36TH LLC
4859 E MOCKINGBIRD LN
PARADISE VALLEY, AZ85253

Property (Situs) Address

6836 N 36TH ST
PHOENIX, AZ 85018

Area Code	141300	Assessed Tax	\$13,522.70
Exemption Status		Half Tax	\$6,761.35

Tax Percentages

Primary Tax	58.68 %
Secondary Tax	40.23 %
Flood Tax	1.09 %
Special District Tax	0.00 %

Amounts Paid

Tax Paid	\$0.00
Interest Paid	\$0.00
Fees Paid	\$0.00

TOTAL PAID \$0.00

Special Tax Districts

No special districts found for this parcel.

Auction Documents

Terms and Conditions



BIDDER REGISTRATION AGREEMENT – TERMS AND CONDITIONS

1. **Introduction.** _____ (“**Seller**”) are the owners of the property located at 6836 N 36th St, Phoenix, AZ 85018 (the “**Property**”). Seller has retained Heritage Luxury Property Auctions, Inc., a Texas corporation (“**Heritage**”), to sell the Property pursuant to this auction (the “**Auction**”). Heritage is conducting the Auction through its licensed real estate agent, Jack Luciano of The Agency, and its licensed auctioneer (the “**Auctioneer**”).

2. **Bidder Registration.** Bidders must register for the Auction by delivering the Bid Deposit (defined below at No.3) and executing and delivering this Agreement. The form may be submitted in person, by fax to (214) 409-2457, or emailed to LuxuryEstates@HA.com prior to the Auction. Upon registering, Bidder will be provided with a bidding number in order to participate in the Auction and bid on the Property. Bidder’s bidding number must be presented when a Bidder is declared by Auctioneer to have placed the Winning Bid. By providing advance written notice to Heritage, a Bidder may appoint a representative to place bids at the Auction on Bidder’s behalf.

3. **Bid Deposit.** To register to bid, Bidder must deliver a certified check (made payable to Escrow), a wire transfer to the Escrow Agent (as defined below), or a personal check with a bank letter of guarantee, made payable to the Escrow Agent, in the amount of **\$50,000** prior to the commencement of the Auction (the “**Bid Deposit**”). If Bidder is declared by the Auctioneer to have placed the Winning Bid, at the conclusion of the Auction, the Winning Bidder’s Bid Deposit will immediately be released to Escrow as part of the required earnest money deposit. At the conclusion of the Auction, all Bid Deposits will be returned to those Bidders who did not place the Winning Bid.

4. **Pre-Bid Process and Conditions**

Important terms applicable to Pre-Bids (a bid made prior to **Tuesday, October 15 at 5:00 p.m. Mountain**) are as follows.

BIDDER WILL RECEIVE A 5% CREDIT AT CLOSING BASED ONLY ON THE PRE-BID – SEE SECTION 5 BELOW

<p>PRE-BID AMOUNT</p> <p>\$ _____</p> <p>(Not including the 10% Buyer’s Premium)</p>

To place a Pre-Bid, Bidder must: a) have submitted their Bid Deposit (see No. 3 above) and b) have signed and submitted this form to Heritage including the Pre-Bid Amount prior to Tuesday, October 15 at 5:00 p.m. Mountain (“Pre-Bid Deadline”). The form may be submitted in person, by fax to (214) 409-2457, or emailed to LuxuryEstates@HA.com prior to the Auction. A Pre-Bid is effective upon receipt by the Pre-Bid by Heritage prior the Pre-Bid Deadline.

- a) Bidder may increase his Bid during the Auction
- b) Bidder understands that their submitted Pre-Bid is legally binding, irrevocable, and may not be withdrawn for any reason*. Bidder further understands that the Seller is not obligated to accept any bid until the call for bids at the Auction.
- c) In the event of duplicate Pre-Bid amounts, the Auctioneer shall execute on a Bidder’s behalf the Pre-Bid Amount that is first received by the Auctioneer. The Auctioneer shall make a good faith effort to inform subsequent Bidder(s) of pre-existing bids. Nothing shall preclude a Bidder from increasing his Pre-Bid Amount.
- d) Bidder authorizes the Auctioneer to execute the full amount of the Pre-Bid in increments or otherwise. The Pre-Bid is an absolute offer for the Property made by the Bidder without discount and regardless of other bids made.
- e) Bidder is obligated to pay the full amount of the submitted Pre-Bid. While the Auctioneer may open the bidding at a lower amount, the Auctioneer shall bid in increments to the maximum amount of your Pre-Bid.

* The Pre-Bid Amount shall be liquidated damages in the event that Bidder breaches their agreement to bid the Pre-Bid Amount or close the sale if Bidder is awarded the Property. Bidder agrees that the liquidated damages amount of the Pre-Bid is a fair representation of damages incurred by the breach and is not a penalty.

5. **Pre-Bid Incentive.** Bidder shall receive a “**Credit**” by placing a Pre-Bid, subject to the following: the “**Credit**” is earned if: a) the Bidder is awarded the Property, b) the Bidder has wired \$50,000 to the Escrow Agent to secure the Pre-Bid prior to 5:00 p.m. Mountain, and c) signed and delivered the Bidder Registration Agreement to Heritage. The Credit is equal to five percent (5%) of the Pre-Bid Amount

_____ Buyer Initials _____ Buyer Initials

shown in No.4 above and will be credited against the Property's sale Price at the Property's Closing. Additional terms apply on the Pre-Bid Amount see No. 4(a-e) above

6. Auction. The Property is more particularly described in the due diligence package concerning the Property previously furnished to each Bidder (the "*Due Diligence Package*"). The Property shall be Auctioned **without reserve** so that Seller shall be deemed to have accepted the highest bid (the "*Winning Bid*") from a qualified Bidder (the "*Buyer*") without limiting condition as to the amount of the high bid or the nature of the Buyer. Following the conclusion of the Auction, Seller and Buyer shall execute the Auction Purchase Agreement relating thereto, the form of which is included in the Due Diligence Package (the "*Purchase Agreement*"). An amount equal to ten percent (10%) of the Winning Bid (the "*Buyer's Premium*") will be automatically added to the Winning Bid to be paid by Buyer. The Buyer's Premium shall not be considered a real estate commission. The Buyer's Premium is a fee charged by Heritage to the Buyer for Heritage's work in bringing the Property to Auction. Seller shall have the right, in its sole discretion, to add or withdraw Property from the Auction at any time prior to commencement of bidding. All bids placed by Bidder in the Auction shall be binding on Bidder. Buyer's purchase of the Property shall not be conditioned or contingent upon Buyer obtaining financing. The purchase price for the Property shall be paid by Buyer in cash. All decisions of the Auctioneer are final as to the methods of bidding, disputes among Bidders, increments of bidding, and any other matters regarding the Auction process that may arise before, during, or after the Auction. The Auctioneer reserves the right to deny any person admittance to the Auction or expel anyone from the Auction who attempts to disrupt the Auction. The Auctioneer reserves the right to announce additional terms and conditions of the sale of the Property prior to or during the course of the Auction. All announcements made at the Auction shall supersede any conflicting prior oral or printed statements.

7. Property. If the Bidder places the Winning Bid, Bidder and Seller shall execute a Purchase Agreement pursuant to which Seller will agree to convey the Property to Bidder by warranty deed, free and clear of all liens and encumbrances, except for the liens and encumbrances specified in the title commitment (the "*Title Commitment*") and warranty deed (the "*Deed*") provided pursuant to the Purchase Agreement. Buyer will purchase the Property subject to, and the Closing of the purchase of the Property by Buyer pursuant to the Purchase Agreement shall not be conditioned on, any state of facts an accurate survey or personal inspection of the Property may reveal, any existing rights-of-way, easements, encroachments, rights or claims of parties in possession, restrictive and protective covenants, flood zones, zoning or subdivision regulations, building ordinances, governmental agencies regulations, environmental conditions, hazardous materials, leases or tenancies, any mineral rights, and all title exceptions as set forth in the Title Commitment and Deed.

8. **INSPECTION RECOMMENDED; DISCLAIMER. PERSONAL ON-SITE INSPECTION OF THE PROPERTY IS RECOMMENDED AND BIDDER IS ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION BIDDER MAY DEEM IMPORTANT. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PURCHASE AGREEMENT, THE PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS" AND HERITAGE, SELLER AND AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND WILL NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ITS VALUE, CONDITION, SQUARE FOOTAGE, SUITABILITY, MERCHANTABILITY, OPERABILITY, ZONING OR SUBDIVISION REGULATIONS, MINERAL RIGHTS, ENVIRONMENTAL CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. NO GUARANTEES ARE GIVEN AS TO THE AVAILABILITY OF UTILITIES OR ACCESSES, OR ALLOWABLE OR PERMITTED USES ON THE PROPERTY.**

9. Property Inspection. All information contained in the Auction brochure, the Due Diligence Package and all promotional materials, including, but not limited to, photographs, directions, acreage, square footage, dimensions, zoning, maps in the brochure and other maps used for promotion, environmental conditions, taxes, etc., was provided by or on behalf of Seller and the tax assessor's office, and is believed to be correct; however, neither Seller nor Heritage nor Auctioneer makes any promise, representation, guarantee, or warranty as to the accuracy or completeness of such information. There is no obligation on the part of Seller, Heritage or Auctioneer to update any information. Buyer and its representatives shall be responsible for verifying all acreage and square footage amounts of the Property. The Property has not been surveyed for this Auction. Seller will convey the Property in accordance with the legal description contained in the Deed. Buyer should retain its own professionals to conduct and/or verify any survey of the Property. Should Buyer desire a survey, it shall be at Buyer's option and expense. Should the final survey show a greater or lesser number of acres than recited on the survey sales map, it will not affect the purchase and no adjustment will be made to the purchase price of the Property. Certain disclosures concerning the Property are attached hereto as Schedule B.

10. Earnest Money Deposit. If Bidder is declared by the Auctioneer to have placed the Winning Bid, Bidder shall deliver at the end of the Auction to an escrow agent designated by Heritage (the "*Escrow Agent*") an earnest money deposit in an amount equal to at least ten percent (10%) of the sum of the Winning Bid and the Buyer's Premium (the "*Earnest Money Deposit*"), less an amount equal to the Bid Deposit. The Earnest Money Deposit may be paid by wire transfer, by certified check or by personal check. If Bidder places the Winning Bid by Telephone, the Earnest Money Deposit must be delivered by wire transfer of immediately available funds to Escrow Agent within 24 hours following the end of the Auction.

11. Purchase Agreement. If Bidder is declared by the Auctioneer to have placed the Winning Bid, Bidder shall immediately execute and deliver the Purchase Agreement. NO CHANGES BY BUYER TO THE PURCHASE AGREEMENT WILL BE PERMITTED. If for any reason the Buyer fails or refuses to deliver the Earnest Money Deposit or to execute the Purchase Agreement immediately after being declared by Auctioneer to have placed the Winning Bid, Seller and Heritage reserve the right to declare the Bidder's rights with respect to the Auction and the Property forfeited and may resell the Property and retain the Bid Deposit as liquidated damages. Neither Seller, Heritage nor any of their respective brokers or representatives are making any representation or warranty as to the manner in which the Auction will be conducted. The Purchase Agreement shall incorporate the terms of this Agreement.

12. Closing. The Closing of the purchase and sale of the Property pursuant to the Purchase Agreement shall occur on or before **November 18, 2019** or on such other date as provided in the Purchase Agreement (the "*Closing*"). All deposits and down payments made by Bidders and Buyer shall be held by the Escrow Agent in a non-interest bearing escrow account. Heritage shall not be involved in any way with the Closing of any real estate transaction. The Closing will be handled exclusively by third-party real estate professionals.

_____ Buyer Initials _____ Buyer Initials

13. Closing Costs. At Closing, all ad valorem taxes and any other applicable taxes and fees (including, without limitation, any county and fire district taxes) for the Property shall be prorated between Buyer and Seller based upon the applicable number of days the Property is owned by Seller versus owned by Buyer. Seller will pay the fee for the preparation of the cost of preparing legal documents to transfer the Property and to release any liens or encumbrances on the Property to allow conveyance to the Buyer in accordance with the Purchase Agreement. Buyer shall pay all other Closing costs, including (without limitation) attorney fees for preparation of Closing documents and Closing services, deed recording fees, any applicable transfer taxes and/or deed stamps, and all title searches, title insurance and surveys.

14. DISCLAIMER REGARDING HERITAGE AND AUCTIONEER. **BIDDER AND BUYER SHALL LOOK ONLY TO SELLER AS TO ALL MATTERS REGARDING THE AUCTION, THE PROPERTY AND THE PURCHASE AGREEMENT, AND HERITAGE LUXURY PROPERTY AUCTIONS, INC., AUCTIONEER AND THEIR RESPECTIVE AFFILIATES AND REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PROPERTY AND SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY TO BIDDER, BUYER, ANY BROKER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE AUCTION, THE PROPERTY OR THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM RELATING TO SELLER'S BREACH OF THE PURCHASE AGREEMENT. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF HERITAGE OR ANY OF ITS AFFILIATES OR REPRESENTATIVES AND NONE OF HERITAGE OR ANY OF ITS AFFILIATES OR REPRESENTATIVES SHALL HAVE ANY OBLIGATION WHATSOEVER TO MAKE ANY PAYMENT TO ANY BROKER.**

15. AUCTIONEER DISCLOSURE. **THE AUCTIONEER IS ACTING EXCLUSIVELY FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A FEE BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND THE AUCTIONEER. THE AUCTIONEER IS NOT ACTING AS AGENT IN THIS TRANSACTION FOR THE BIDDER OR BUYER OR ANY BROKER. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF AUCTIONEER AND AUCTIONEER SHALL HAVE NO OBLIGATION WHATSOEVER TO MAKE ANY PAYMENT TO ANY BROKER.**

16. Bidder's Representations and Warranties. Bidder hereby represents and warrants that: (a) Bidder is in no way, shape, or form bidding on behalf of Seller, or for Seller's benefit, (b) Bidder has no personal, business, or other relationship with the Seller, (c) Bidder has the financial resources necessary to complete the timely acquisition of the Property, as and when required, pursuant to this Agreement and the Purchase Agreement, at the bid price offered by the Bidder, plus the required Buyer's Premium, (d) Bidder is of legal age and has full legal capacity and authority to understand, execute and deliver this Agreement, (e) Bidder has received and carefully reviewed and understood, prior to the execution of this Agreement, the Due Diligence Package and all of the materials included therein, (f) Bidder has been given the opportunity to obtain all professional testing and inspection of the Property, (g) Bidder has independently inspected and reviewed the Property, including (without limitation) the following matters regarding the Property: (i) the title of Seller to the Property; (ii) the condition and state of repair and/or lack of repair of all improvements on the Property; (iii) the existence and condition of any and/or all personal Property at the Property; and (iv) the nature, provisions and effect of all health, fire, environmental, building, zoning, subdivision and all other use and occupancy laws, ordinances and regulations applicable to the Property.

17. Bidder's Acknowledgements. Bidder acknowledges and agrees that Bidder is fully and solely liable for the deposits required under this Agreement, and the full purchase price of the Property should Auctioneer declare that Bidder has placed the Winning Bid. Bidder further acknowledges and agrees that: (a) **EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PURCHASE AGREEMENT, THE PROPERTY WILL BE SOLD "WHERE IS" IN AN "AS IS" CONDITION WITH NO WARRANTY, EXPRESS OR IMPLIED, ABOUT SUCH CONDITION AND BIDDER ACCEPTS ALL DEFECTS REGARDING THE PROPERTY, BOTH APPARENT AND LATENT, AT BIDDER'S OWN, ABSOLUTE AND EXCLUSIVE RISK,** (b) none of Heritage, Auctioneer or any of their respective representatives will have any liability or obligation whatsoever for the physical condition of the Property or for any inaccuracy in or omission from any written information and materials regarding the Property, including, but not limited to, inaccuracies made in reports drafted by third parties, such as title reports, surveys and environmental reports, or changes concerning the Property between the date of such reports, surveys, written information and materials and the date hereof, (c) because of the pace of the Auction bidding, Auctioneer is not able, and therefore not obligated, to recognize nor record each of the Bidders at any bid level during open outcry except the high Bidder, and (d) any collusion between Bidders is strictly prohibited by this Agreement and applicable law.

18. Remedies. In the event the Bidder is awarded the Property as having placed the Winning Bid and thereafter fails to Close the Purchase within the time stated hereinabove through no fault of the Seller, all deposit Bidder has made into escrow shall be awarded to Heritage up to an amount equal to 10% percent of the Winning Bid. Seller may elect to commence such actions as the Seller has for breach of Contract including voiding the sale. If the sale is voided Heritage shall retain the Buyer's escrowed deposits. If the Seller shall not close the Property through no fault of the Buyer, Heritage is released from any and all claims pertaining to the Seller's default. Additionally, Heritage is not obligated to take any action against the Seller for the Seller's breach.

BINDING ARBITRATION SHALL BE THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE, BETWEEN THE PARTIES HERETO ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE AUCTION (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF DAMAGES, OR THE CALCULATION OF ANY OTHER AMOUNT OR BENEFIT DUE) (COLLECTIVELY, "DISPUTES"). THE PARTIES WAIVE THE RIGHT TO ADJUDICATE THEIR DISPUTES UNDER THIS AGREEMENT OUTSIDE THE ARBITRATION FORUM PROVIDED FOR IN THIS AGREEMENT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. IF PARTY COMMENCES AN AUCTION PERTAINING TO A DISPUTE, THE COURTS HAVING EXCLUSIVE JURISDICTION OF SUCH AN ACTION ARE THOSE SITTING IN THE COUNTY OF DALLAS, STATE OF TEXAS. THE PARTIES EACH WAIVE THE RIGHT TO A JURY TRIAL. IN THE EVENT THAT THE DISPUTES ARE DETERMINED EITHER IN ARBITRATION OR COURT, THE PREVAILING PARTY SHALL BE AWARDED THEIR REASONABLE ATTORNEY FEES. A PREVAILING PARTY IS ONE THAT PREVAILS ON A MAJORITY OF THE CLAIMS OR THE DEFENSE OF SUCH CLAIM.

19. Buyer's Agent Registration. A **two and a half percent (2.5%)** commission/fee based on the Winning Bid Amount (and excluding the Buyer's Premium amount) will be paid to the qualified, licensed real estate agent representing the Buyer (the "**Buyer's Agent**") provided that such Buyer's

_____ Buyer Initials _____ Buyer Initials

Agent and the Buyer have properly and timely executed and delivered to Heritage this Agreement and submitted Bid Deposit. In order to receive any commission described in this paragraph, the Buyer and Buyer's Agent must comply with all terms of this Agreement. Each Bidder and its Buyer's Agent must execute and deliver to Heritage this Agreement by the deadline stated. This Agreement shall be incorporated into the Purchase Agreement. Commission will be paid only upon final Closing, title transfer and when Property has been settled in full. No commission/fee will be paid on any non-arm's length transaction involving Agent or any member of the Agent's immediate family. AGENT ACKNOWLEDGES THAT HE/SHE IS NOT A SUBAGENT OF HERITAGE, AND THE CLIENT ACKNOWLEDGES THAT AGENT IS WORKING ON BEHALF OF THE CLIENT AS A BUYER'S AGENT.

In order to be entitled to a commission/fee, the Agent must:

- a) Represent and warrant that Agent: (i) is a licensed real estate Agent/Broker in the state in which the Property is located, and (ii) shall fully abide by the National Association of Realtor's® Code of Ethics.
- b) Must inspect the Property with the client during Heritage's listing term, attend the Auction to reinforce value and encourage bidding.

Heritage is not acting in any capacity as an Agent/Broker for any Bidder; nor acting in any capacity as an Agent/Broker for the Seller.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the date first above written.

Bidder Name:	
Signature:	Date:
Mailing Address:	City, State, Zip:

Agent Name:	Firm:
Signature:	Mailing Address:
License Number:	City, State, Zip:
Date:	Phone and Email:

Auction Purchase Agreement



AUCTION PURCHASE AGREEMENT

THIS AUCTION PURCHASE AGREEMENT ("**Purchase Agreement**") is made effective _____, by LMM 36th LLC (hereinafter referred to as the "**Seller**") and _____ ("**Buyer**")

AGREEMENT TO PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions herein set forth, the real estate and improvements situated in the county of Maricopa, located at 6836 N 36th St, Phoenix, AZ 85018, ("**Property**") [164-66-018] together with all buildings, improvements, fixtures owned by the Seller & attached to the Property; and all privileges and appurtenances pertaining thereto including any right, title or interest of Seller. Seller agrees to convey Property by General Warranty Deed (with all mortgages and liens paid off as of Closing).

- 2. (A) HIGH BID PRICE \$ _____
- (B) BUYERS PREMIUM (10% of high bid price) \$ _____
- (C) EXTRAS, if Any (Furnishings, Pre-Bid, etc.) \$ _____
- (D) CONTRACT PRICE (A + B ± C) \$ _____
- (E) % BUYER DEPOSIT, to be held in a non-interest-bearing escrow account by Escrow Agent. (10% of D) \$ _____
- (F) BID DEPOSIT applied to Buyer Deposit \$ _____
- (G) Remaining BUYER DEPOSIT due Now \$ _____
- (H) BALANCE due at Closing (D – E) (not including Buyer's closing costs or financing costs, pre-pays or pro-rations), to be in immediately available cash, bank certified or cashier's check or confirmed wire transfer.) \$ _____

3. TERMS. This is a CASH sale with ten percent (10%) non-refundable earnest money deposit ("**Buyer Deposit**") set forth in section (E) above on auction day payable in full or in combination of a) Buyer's Bid Deposit (section F above), b) personal or cashier's check made payable to the Escrow Agent (the "**Escrow Agent**" referenced below in section 4), or c) wire transfer to Escrow Agent; with the balance of the total Contract Price due at settlement of this transaction ("**Closing**"). Delivery of the deed and acceptance by the Buyer at Closing shall be deemed to be full performance and discharge of all obligations (either express or implied) on the part of the Seller to be performed pursuant to this agreement. No representation, warranty or agreement, express or implied of the Seller shall survive the Closing except those, which are herein specifically stated to survive the Closing.

CLOSING. Closing shall occur on or about _____ ("**Closing date**"), at the offices of _____, located at: _____, or at such other location in Maricopa county, Arizona that the Seller or Heritage may designate. At Closing, Seller shall deliver to Buyer a General Warranty Deed (the "**Deed**") that shall convey fee simple title to the real property. Possession of the Property will be granted at Closing.

4. NO FINANCING CONTINGENCY. THIS AGREEMENT IS NOT CONTINGENT ON BUYER BEING APPROVED FOR A LOAN.

5. PRORATIONS. Ad valorem and non-ad valorem real estate taxes, other assessments, property owner's association dues and any other items customarily prorated are to be adjusted as of the Closing date.

6. CLOSING COSTS.

(a) Seller's Costs. Seller shall only be responsible to pay legal fees and expenses of Seller's attorney to prepare documents to transfer the Property to Buyer and to release any liens or mortgages on the Property to allow conveyance of the Property to the Buyer in accordance with the General Warranty Deed.

(b) Buyer's Costs. Buyer shall pay all Closing costs including, but not limited to, title insurance, documentary stamps, recordation fees, transfer taxes, title searches, Buyer's attorney's fees, the Buyer's Premium, and all fees and costs associated with Buyer's financing, if any, prepaid pro-rations, assumed insurance, if applicable, attorney fees for preparation of closing documents and closing services appraisal fees, recording fees, escrow and/or settlement costs, discount points and origination fees. Title insurance will be at the buyer's option, but is strongly recommended.

(c) The Closing and Settlement Agent is agreed as Title Agent. Buyer agrees to pay all charges involved in this closing, including but not limited to: escrow/settlement fee; deed preparation fee; conveyance tax; attorney drafting fee; title policy guaranty fee; the cost of the title insurance premium (which is calculated from the Sales Price and Loan amount for loan policy); tax certificate; and recording fees.



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7. BUYER DEPOSIT. Concurrently with the execution and delivery of this Agreement, Buyer shall deliver the earnest money deposit ("**Buyer Deposit**") made payable to the Escrow Agent in an amount equaling ten percent (10%) of the total Contract Price, (less any previously submitted Bid Deposit). Buyer is aware and acknowledges that upon Seller's acceptance of Buyer's offer, the Buyer's Deposit and Bid Deposit becomes Non-Refundable, except for failure to deliver good title. Buyer and Seller hereby acknowledge and agree that Escrow Agent shall hold in a non-interest-bearing escrow account and deliver the Buyer Deposit in accordance with the terms and conditions of this Agreement. The Escrow Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Escrow Agent makes any disbursement of the Buyer Deposit in accordance with the terms and provisions of this Agreement.

8. DISCLAIMER OF WARRANTIES; "**AS-IS**" PURCHASE. Buyer accepts the Property in an "AS IS, WHERE IS" condition at the time of Closing, including but not limited to any hidden defects, known or unknown and understands that this transaction is not subject to an inspection contingency.

- (a) Buyer acknowledges and agrees the sale of the Property hereunder is and will be made on an "AS IS, WHERE IS" basis that, except as may otherwise be expressly provided in this Agreement, Buyers are purchasing and acquiring the Property without any representation, warranty, or assurance of any kind whatsoever, express or implied, oral or written, by the Seller, Agent, Broker, employee, Heritage, or other representative of the Seller. Buyer acknowledges and agrees that (i) any environmental or other report with respect to the Property which is delivered or made available by the Seller to Buyer shall be for general information purposes only, (ii) Buyer shall not have any right to rely on any such report delivered or made available by the Seller to Buyer, but rather will rely on its own inspection and investigation of the Property and any reports commissioned by Buyer, and (iii) neither the Seller, any affiliate of the Seller, nor the person or entity which prepared any such report delivered or made available to Buyer shall have liability to Buyer for any inaccuracy in or omission from any such report.
- (b) Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller, Heritage, Broker, Agent, and Escrow Agent from any claim that Buyer may otherwise have had with respect to the Property, the Auction, this Purchase Agreement, and this real estate transaction and waives any right to terminate this Agreement.
- (c) Buyer acknowledges that having been given a sufficient time to inspect the Property, and to review the Bidder's Due Diligence Package or other material given to the Buyer, Buyer is relying solely on its own investigation of the Property and revenue and expenses that may be received or incurred in arriving at its decision to purchase the Property and has not relied upon any plans, brochures, literature, advertisements, schematics, dimensions, square footage, surveys, maps, illustrations, sketches, projections, representation, warranties, statements or estimates of any nature written, or oral, by Seller, Agent, Broker, Employee, Heritage, or any representative or employee of them, in deciding to purchase the Property. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Buyer in connection with the transaction contemplated by this agreement. Instead, Buyer is relying solely upon Buyer's independent verification of legal, factual and other inquiries, due diligence, inspection, investigation, and findings with respect to the Property, the surrounding area, the Auction, the Terms of Auction, or including without limitation to (i) environmental matters relating to the Property of any portion thereof, (ii) geological conditions, including but not limited to, subsidence, subsurface conditions, fault zones, water table conditions, underground reservoirs (including limitations to the withdrawal of water), (iii) any water, stream, river, flood, hazards, (surface or underground), (iv) drainage issues, conditions or problems, (v) soil conditions including the existence of instability, past soil remediation, soil additions, conditions of soil fill, or susceptibility to landslides or the sufficiency of undershoring, (vi) the zoning or other land use restrictions which the Property or any portion thereof may be subject, (vii) the availability of any utilities to the Property or any portion thereof including without limitation, water sewage, gas, electrical, and services, (viii) usages of adjoining Property, (ix) access to the Property or any portion thereof, (x) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, title, physical or financial condition of the Property, or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights, or claims on or affecting or pertaining to, the Property of any part thereof, (xi) the presence of hazardous materials in or on, under or in the vicinity of the Property, (xii) the condition or use of the Property in compliance of the Property with any or all past present or future Federal, State, or local ordinances, rules, regulations, or laws, building, fire or zoning ordinances, codes or other similar laws, (xiii) the existence or non-existence of underground storage tanks, (xiv) any matter affecting the stability or integrity of the land or improvements which are part of the property, (xv) the potential for further development of the Property, (xvi) the existence of vested land use, zoning or building entitlements affecting the Property and (xvii) the merchantability of the Property or fitness of the Property for any particular purpose (Buyer affirming that Buyer has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Heritage, Escrow Agent, the Seller or any broker makes no warranty that the Property is fit for any particular purpose).
- (d) Seller, any Broker, and Heritage shall not be liable to Buyer for any relief, including, but not limited to, adjustment, allowance, damages, reformation, remediation or rescission, based upon the failure of the Property to conform to any specific condition, expectation, standard, or any third-party documents or information.
- (e) Buyer shall look only to Seller, and not to Heritage, Escrow Agent, or any broker with respect to all matters regarding the sale of the Property and this Purchase Agreement.

9. TITLE. Buyer acknowledges that they have received and reviewed the Preliminary Title Commitment provided by Seller prior to bidding. At settlement, Seller shall convey to Buyer good and marketable title free of all liens, except as otherwise indicated herein and subject only to such restrictions and easements as shall then be of record which do not affect the use of the property for residential purposes or render the title unmarketable in accordance with the terms and conditions of the auction. Buyer acknowledges and agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Seller's title insurance policy including all matters that would be disclosed by a current and accurate

survey of the Property; (ii) liens for taxes not yet due and payable; any dues, taxes and assessments will be prorated between and Seller at Closing (iii) public utility easements; (iv) all other easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights of parties in possession; and (vi) all title exceptions referenced in the Title Commitment and the General Warranty Deed (the foregoing title matters are herein referred to as the **"Permitted Title Exceptions"**). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10 shall also be deemed Permitted Title Exceptions.

10. DISCLOSURES.

- (a) LEAD WARNING STATEMENT. If this Property includes pre-1978 residential housing, a lead-based paint disclosure form is attached as Exhibit [B] and to be made part of this Purchase Agreement. In addition, the Seller has provided herein any available records or reports pertaining to the presence of lead-based paint hazards.
- (b) MOLD DISCLOSURE AND WAIVER. Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. If applicable, Buyer agrees to execute a Mold Disclosure and Waiver (**"Mold Waiver"**) and to be made part of this Purchase Agreement, and has executed this Mold Waiver and it is incorporated herein by reference.
- (c) RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county health department.
- (d) SEX OFFENDER INFORMATION. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.nsopw.gov. Depending on an offender's criminal history this information will include either the address at which the offender resides or the community of residence and Zip Code in which he/she resides. (Neither Seller, Broker, Heritage, Agent, or their representatives or employees are required to check this website. If Buyer wants further information, the Seller recommends that Buyer obtain information from the registry prior to participating in the auction.)
- (e) PROPERTY TAX DISCLOSURE SUMMARY. BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAX ON THE PROPERTY AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS MAY TRIGGER A REASSESSMENT FOR THE PROPERTY THAT COULD RESULT IN HIGHER TAXES BEING ASSESSED TO BUYER. IF YOU HAVE ANY QUESTION CONCERNING VALUATION OR TAXATION OF THE PROPERTY, YOU SHOULD CONTACT THE COUNTY APPRAISAL DISTRICT OFFICE FOR FURTHER INFORMATION.
- (f) FLOOD ZONE; ELEVATION CERTIFICATION. Buyer is advised to verify by survey, elevation certificate and the appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating. By execution of this Purchase Agreement the Buyer accepts the existing elevation of the buildings and zone designation of the Property.
- (g) TAX WITHHOLDING. Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act [FIRPTA] Internal Revenue Code Section 1445, which may require Seller to provide additional cash at Closing if Seller is a "foreign person" as defined by federal law.
- (h) AGENCY DISCLOSURE. HERITAGE REPRESENTS THE SELLER ONLY IN THE SALE OF THIS PROPERTY, AND IS TO BE PAID A FEE BY THE SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN THE SELLER AND HERITAGE. HERITAGE IS NOT ACTING AS AN AGENT FOR THE PURCHASER IN THIS TRANSACTION. ANY THIRD-PARTY BROKER/AGENT IS NOT A SUBAGENT OF THE AUCTION COMPANY.
- (i) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.
- (j) ADDENDUM. Attached as an Addendum hereto are additional notices and disclosures.

11. SURVEY. A recent survey has not been provided on the Property for this sale. Seller is conveying the Property in accordance with the legal description in the recorded plat. Any additional survey shall be at the Buyer's option and expense. If said additional survey shows a greater or lesser number of acres, such survey shall not affect the Seller's obligations under this Agreement and no adjustments will be made to the Contract Price.

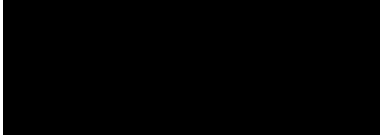
12. COMMISSIONS & FEES.

- (a) BROKERAGE. Buyer warrants and represents that Buyer [] is [] is not represented by a Buyer's Agent in this transaction. If Buyer is represented by a Buyer's Agent, the Buyer's Agent is: _____ (**"Buyer's Agent"**). The Buyer's Agent must have performed all requirements of the Agent guidelines and execute a Bidder Registration provided by Heritage. Failure to properly register or comply with the provisions of the guidelines will disqualify the Buyer's Agent from receiving any commission. Buyer represents to the Seller that no Agent other than the Seller's Broker or Buyer's Agent as defined in this Paragraph was involved in submitting, showing or selling the Property to Buyer and Buyer hereto agrees to indemnify the

Seller and Heritage and Escrow Agent of all claims by any other party. This provision shall survive the Closing and any termination of this Agreement.

- (b) **BROKERAGE COMMISSIONS & FEES.** Upon the Closing of the transaction contemplated herein, Seller shall pay Heritage a fee pursuant to the terms of a separate agreement. A two percent (2%) commission based on the Winning Bid (and excluding the Buyer's Premium amount) will be paid to the qualified, licensed real estate Buyer's Agent representing the Buyer, provided that such Buyer's Agent and the Buyer have properly and timely executed and delivered to Heritage the Bidder Registration Agreement – Terms & Conditions provided to Bidder (the "**Bidder Registration**"). In order to receive any commission described in this paragraph, the Buyer and Buyer's Agent must comply with all terms of the Bidder Registration. Each Bidder and its Buyer's Agent must execute and deliver to Heritage the Bidder Registration by the deadline stated on the Bidder Registration and shall become part of Purchase Agreement.
13. **BUYER'S CREDIT BID.** A credit equal to five percent (5%) of Buyer's written pre-bid amount (the "**Pre-Bid**") set forth in the Bidder Registration executed by the Buyer will be deducted from the Contract Price of the Property. An approved written Pre-Bid, subject to the stated conditions on the Bidder Registration.
14. **BREACH OF CONTRACT.** Buyer and Seller are required and agree to make full settlement in accordance with the terms of the Purchase Agreement and acknowledge that failure to do so constitutes a breach hereof. Buyer acknowledges and is aware that financing or inspection period is not a contingency to this Agreement. Buyer shall be liable for payment of the total Buyer Deposit even if not previously paid. If Buyer fails, neglects or refuses to perform Buyer's obligations under this Agreement, or is in Default, Seller may elect to treat this Agreement as cancelled, in which case the total Buyer Deposit shall be non-refundable and is retained in escrow (and dispersed per the Escrow Instructions) as minimum liquidated damages and Seller shall be entitled to all rights and remedies available at law and in equity. Buyer acknowledges and agrees that under no circumstances shall Seller, Heritage, Broker, or other representative be responsible for Buyer's damages, consequential, actual, punitive, speculative or otherwise. If Seller fails to make full settlement or is in default due to the Seller's failure to comply with the terms, covenants and conditions of this Purchase Agreement, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Agreement and/or monetary damages.
15. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the date of Closing; thereafter, all risk of loss shall be borne by Buyer. If after effective date of this agreement, but before Closing, the Property is damaged significantly (in the opinion of the Seller) or is destroyed by fire or other casualty or hazard, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Agreement and Buyer Deposit shall be returned as a complete and final settlement to Buyer of all of Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing date to be postponed accordingly.
16. **NO RECORDING.** Neither this Agreement nor any notice of it shall be recorded in any public records. This Purchase Agreement shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Without limiting the survival of any other provisions of this Agreement, the provisions of this Section shall survive any termination of this Agreement.
17. **ATTORNEY REVIEW.** The parties acknowledge and agree that this is an auction sale and not subject to an attorney review period. The parties further acknowledge and agree that they have been given the opportunity to review this Agreement prior to the auction and that once signed, this Agreement becomes a legally binding Agreement. If you do not understand the effect of this Agreement, consult your attorney prior to participating in the auction. Neither Seller, Heritage, Broker, Escrow Agent or any employee or representative thereof, can provide legal advice.
18. **WAIVER OF JURY TRIAL.** EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL AND THEY HEREBY DO EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM AS A COUNTERCLAIM, NOR MOVE TO CONSOLIDATE SUCH CLAIM WITH ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.
19. **COSTS AND EXPENSES.** A party to this Agreement who is the prevailing party in any legal proceeding or arbitration against any other party brought under with respect to this Agreement, or the transaction contemplated hereby shall be additionally entitled to recover court costs, and reasonable attorney's fees, paralegals' fees and costs from the non-prevailing party.
20. **NOTICES.** Any notice or communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by registered or certified first class mail, courier service, Federal Express or other nationally recognized overnight courier to Seller, Buyer or their respective Attorney. A copy of all notices hereunder shall also be delivered to Heritage and Title Agent.
21. **ENTIRE AGREEMENT; AMENDMENT.** This written Agreement and Exhibits, Schedules and Addenda attached hereto and made a part of this Agreement signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written Agreements between the parties with respect to the Property. This Agreement may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer, Seller and Heritage.
22. **HEADINGS.** All headings in this Agreement are inserted for convenience of reference and shall not affect its meaning or interpretation.
23. **SEVERABILITY.** If and to the extent that any court of competent jurisdiction holds any provision or any part of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

Sample Bank Letter



SAMPLE BANK LETTER OF GUARANTEE

Please be advised, this letter must be on official bank stationery in order to be considered.

Date

Heritage Auctions
3500 Maple Ave, 17th Floor
Dallas, TX 75219
Phone: 214-409-1603
Fax: 214-409-2603

Attention: Auction Manager

RE: *6836 N 36th St, Phoenix, AZ 85018*

Mr./Mrs./ _____ is a customer of our bank and plans to bid in your event online at HA.com/Salado on Wednesday, October 16, 2019. Please be advised that (Name of Bank) _____ will irrevocably honor and guarantee payment on any check(s) written by Mr./Mrs. _____ up to the amount of \$____ and drawn on account number _____. This commitment to assure payment on aforementioned account number expires on (seven business days after the auction date). Should you have any questions, please contact _____ (Bank Contact) at _____ (Contact Phone).

Sincerely,

(Bank Officer Signature)

Name of Bank Officer

Title

Wiring Instructions



BIDDER REGISTRATION FUNDS & WIRING INSTRUCTIONS

A cashier's check made payable to escrow – "Alamo Title Company" for or wire transfer to trust account below, is required as a bidder deposit for 6836 N 36th St, Phoenix, AZ 85018.

Wiring Instructions

WIRE TO: BBVA Compass Bank
8333 Douglas Ave., #600
Dallas, TX 75225
ABA #: 113010547
CREDIT TO: Alamo Title Company
Escrow Account
Acct. #: 6716743207

Reference: **6836 N 36th St, Phoenix, AZ 85018**

When wiring funds, please include the following in the "message to beneficiary" field to assist our office in applying the funds to the appropriate escrow matter:

Bidder Name; Property: 6836 N 36th St, Phoenix, AZ 85018.

Please notify **Rochelle Mortensen (214-409-1384, rochellem@ha.com)**, and provide federal wire transfer reference number for tracking purposes.

Bank Name: _____ Beneficiary Name: _____

ABA#: _____ Account #: _____

Bank Phone _____ Address: _____

HERITAGE
A U C T I O N S
LUXURY REAL ESTATE
AGENT/BUYER PROTECTION FORM

1. **PROPERTY:** "Property" defined as the following real property, together with all its improvements and fixtures, commonly known as:

6836 N 36th St, Phoenix, AZ 85018

2. **PARTIES:** The parties to this agreement are: HLP AI dba **Heritage Auctions ("Heritage")**, 3500 Maple Ave, Dallas TX 75219, Phone #214-409-1384, FAX#214-409-2384, Email: LuxuryEstates@ha.com

Cooperating Agent ("Agent"): _____
Address: _____
City, State, Zip: _____
Phone: _____
E-Mail: _____

3. **REGISTRATION:** Agent registers: _____
Address: _____
City, State, Zip: _____
Phone: _____
E-Mail: _____

4. ("**Bidder**") with Heritage for the Auction. Heritage has appointed a Broker of Record to represent the Seller of the Property and the Cooperating Agent represents Bidder. **Bidder must complete separate Bidder Registration Forms, as a requirement to bid at the Auction, on or before Oct 15, 2019. Call our office for more info.**

5. **AGENT'S FEE:** Heritage is not obligated to pay Agent a fee until such time as Agent's fee is earned and payable. Agent's fees are earned when Bidder enters into a binding agreement to buy the Property at any price. Cooperating Broker's fees are payable in the amounts stated below at the specified times.

- a. Sales:
(1) If Bidder enters into a binding agreement to buy all or part of the Property at any price. Heritage will pay Cooperating Broker a fee equal to:
 (a) 2.5 % of the High Bid Price
 (b) _____
b. (2) The Fee is payable at Closing when Heritage receives Heritage's fee under a separate agreement with the owner of the Property. Any Escrow or Closing Agent may pay Agent's fee from HLP AI's fee at closing

Cooperating Agent: _____

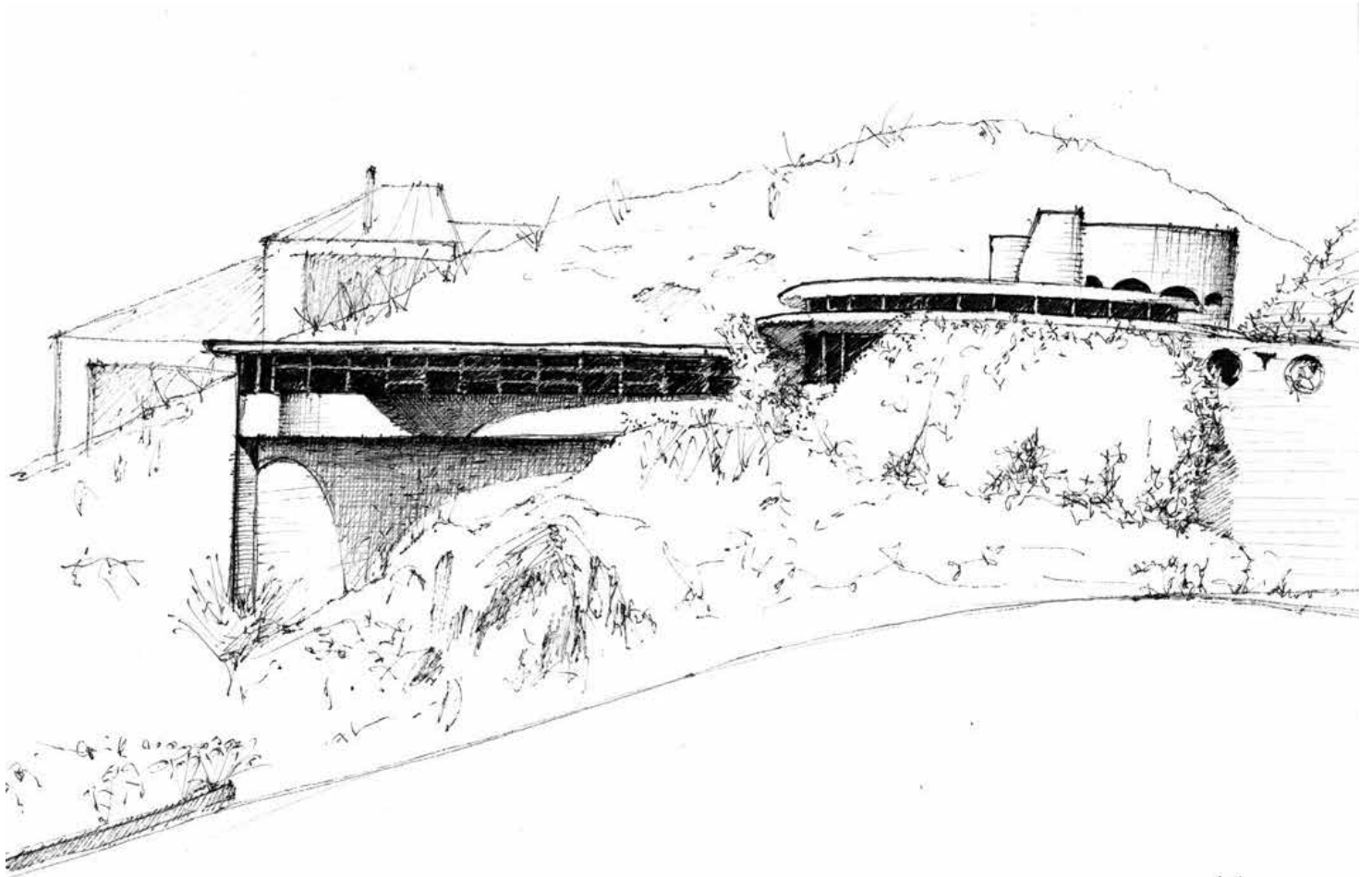
Printed Name & Title: _____

Date: _____

Heritage Auctions: _____

Printed Name & Title: _____

Date: _____



LYKES RESIDENCE FLW 1959

F. L. 81

For a free evaluation of your luxury property, please call
855-261-0573 or visit HA.com/SellHome



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Paul Minshull – Licensed Auctioneer #16591; BP 10%; Co-Broker 2%. Heritage Luxury Property Auctions, Inc. Heritage Luxury Property Auctions, Inc. d/b/a Heritage Auctions is a Texas licensed real estate corporation in Texas – License No. 9002894. HERITAGE is a registered trade mark. Jack Luciano, The Agency, Arizona licensed real estate broker LC669961000.

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