

MATANUSKA-SUSITNA BOROUGH

2020 Over The Counter Land Sale



www.matsugov.us

MSB007585

SALE RUNS:

September 15, 2020 at 8:30 a.m. – November 30, 2020 at 4:30 p.m.

**MATANUSKA-SUSITNA BOROUGH
2020 Over The Counter Land Sale**

HOW TO SUBMIT

- Submittals will be accepted between:
8:30 AM, September 15, 2020 to 4:30 PM, November 30, 2020.
- Submittals received before or after the designated time and date will not be considered.
- There is no exception to time and date acceptance.
- Deliver submittal(s) in person to:

Matanuska-Susitna Borough (MSB) Land Management Division
350 E. Dahlia Avenue, Palmer, Alaska 99645

(Located on the second level of the main Borough Building in Palmer)

OR

Drop submittal(s) in the Drop Box located outside at the DSJ building in Palmer on the left side of the main entrance doors which will be checked daily Monday through Friday at the opening of normal business hours.

- Each submittal must be in a separate sealed envelope, clearly and legibly labeled with the following information:

2020 Over The Counter Land Sale
Parcel No. _____ (as indicated in brochure)
Name of Purchaser

- All forms from the brochure may be reproduced for the purpose of submittal(s).
- Original signature(s) are required on all submittals.
- The Land Management Division shall date and time stamp each submittal as it is received.

WHAT TO INCLUDE WITH EACH SUBMITTAL

Deposit

Each submittal must include the deposit (U.S. funds only) in the form of a cashier's check, certified check, or U.S. postal money order made payable to the Mat-Su Borough (MSB). Purchasers have the option to submit the purchase amount in whole with the Land Purchase Application, or at a minimum, they must submit the required deposit amount as noted in this brochure.

The deposit will be held by the MSB and applied to the transaction, or may be returned in accordance with the terms and conditions disclosed in this brochure.

Deposits submitted in the form of cash, personal check, business check or other non-approved payment type, OR deposits submitted with less than the required amount will be automatically rejected.

Deposit amounts shall be paid and submitted with the Land Purchase Application as follows:

<u>Purchase Price</u>	<u>Required Minimum Deposit</u>
Up to and including \$2,000.00	\$ 500.00
Between \$2,000.01 and \$10,000.00	\$ 1,500.00
Between \$10,000.01 and \$40,000.00	\$ 2,000.00
\$40,000.01 and higher	10 % of purchase price

Forms

All forms in the brochure may be copied for purpose of submittal(s).

A separate **Land Purchase Application** form must be submitted for each individual parcel. The Land Purchase Application form is provided in this brochure under the Checklist and Forms section.

All submittals are required to include the 5-page **Declaration of Intent** form which is provided in this brochure under the Checklist and Forms section.

Additional information which must be included with submittal:

- a) If submittal is made on behalf of a company, then copies of the company's state and borough business licenses and proof of authority to sign on behalf of company must be provided with the Declaration of Intent; or
- b) If submittal is made on behalf of another individual or entity, including a partnership, corporation, association, trust or estate, then proof of authority to sign on behalf of the principal(s) must be provided with the Declaration of Intent.

The brochure **CHECKLIST** should act as your guide in submitting a purchase request. If you are not sure which forms to include, you may call Land Management at 907-861-7869 for assistance.

Failure to submit all required forms, payments, original signatures, and authority if applicable, in the appropriate format and amount will be cause for the MSB to reject the submittal.

What Would Cause a Submittal to be Disqualified

Any of the following shall automatically disqualify a submittal:

- A. Submittals received by the MSB Land Management Division
Prior to 8:30 AM, SEPTEMBER 15, 2020 OR AFTER 4:30 PM, NOVEMBER 30, 2020.
- B. Submittals with less than the minimum required deposit or in an unacceptable method of funds.
- C. Submittals with forms that are missing, or are not completed in full, or do not bear original signatures when submitted.

- D. Submittals in unsealed envelopes (sealing the envelope provides confidentiality and protects your paperwork and deposit from displacement).

It is your responsibility to check with the Land Management Division for any changes or corrections to the brochure prior to submittal.

Other Disqualifiers

Per MSB code, persons who have failed to perform under a contract involving borough land in the previous 5 years is not considered to be a “qualified applicant” (aka Purchaser). It is your responsibility to perform under the terms and conditions of this offering when named the *successful* Purchaser. Failure to perform may result in being disqualified from this and future MSB land sales for up to 5 years. Delinquent payments for borough taxes, assessments or other borough services must be brought current to be considered a qualified Purchaser.

What Happens if a Submittal Is Rejected or Falls Through

The MSB may retain backup submittals on any parcel. In the event the first submittal fails to properly complete, sign and return all required forms and funds under the terms and conditions required in this brochure, or is not qualified to purchase, the acceptance of that submittal will be cancelled by the MSB. Subsequent bid submittals by applicants for the same parcel, if any, will be notified based upon the next highest bid amount. In the event of a tie bid, the bid first submitted to the Land Management Division as evidenced by the time and date stamped on the bid envelope by Land Management will be considered the “high bid”. This process will continue until the MSB has obtained a qualified Purchaser under the terms required in this brochure, or when no backup submittals remain. Unsuccessful submittal deposits will be mailed to the Purchaser by U.S. postal service certified mail.

The MSB will not pay interest or fees on any monies held by the MSB for any reason.

PARCEL MAPS * PRICING * SITE INSPECTION

Maps showing the location of parcels are contained within this brochure under the Parcel Map and Information section, along with information specific to the parcels.

The purchase price for each parcel is disclosed on the parcel listing of this brochure and has been established based on the 2020 certified tax assessed value in accordance with MSB 23.10.060.

All interested parties are urged to inspect any parcel they are considering for purchase. The MSB assumes no liability for matters which may have been disclosed by inspection of the property.

TERMS AND CONDITIONS OF SALE

Deposits

A deposit for each parcel must be submitted with each application. If a Purchaser wishes to purchase more than one (1) parcel, *a separate Land Purchase Application, deposit, and Declaration of Intent for each parcel must be submitted in a separate envelope and must be marked in accordance with this brochure.*

Payment Options

"Cash" Any parcel valued at \$2,000 or less must be paid in cash at closing. The Purchaser will pay the parcel price plus all closing costs. Deposits held by the MSB shall be credited to the Purchaser at closing.

"Terms" The Purchaser may elect borough financing of the property by requesting the Terms option (see page 2 of **Declaration of Intent**). A **Deed of Trust** is then executed with the successful Purchaser. Deposits are held by the MSB and credited to the Purchaser at closing.

Under the Terms option, the interest rate charged is 7.25% based upon the Wall Street Prime Rate Index (current rate of 3.25% plus 4.0% as allowed by state statute). The same interest rate is applied on all parcels under the Terms option, regardless of purchase price or number of years financed. Payments shall be made in equal monthly amounts through an escrow account which is set up through First National Bank Alaska at time of closing. Purchaser is responsible for any and all costs associated with the escrow account.

Following is a breakdown of length of time (**Term**) allowed to pay on borough-financed sales:

<u>Parcel Price</u>	<u>Length of Term to Pay</u>
\$ 2,000.01 to \$10,000.00	Not more than 5 years (60 months)
\$10,000.01 and above	Not more than 10 years (120 months)

Purchasers should be aware that the terms and conditions of financing offered by the MSB prohibits the purchaser from cutting timber on the property other than for personal use, and prohibits the purchaser from subdividing, selling, or assigning (transferring) the property without the specific written consent of the MSB during the finance term. In the event of default by the Purchaser, foreclosure proceedings shall be initiated as allowed under law. Specific language is contained in the **Deed of Trust** regarding these matters and should be thoroughly reviewed by Purchasers choosing the **Terms** option.

The MSB may refuse to approve borough financing based on prior delinquency in payment of taxes, assessments, rents, default of any contract or loan, any liens or judgements, or for other good cause.

Improvements Performed

Any permanent improvements, rights, or interest placed on the parcel or acquired during the term of the **Deed of Trust** will remain part of the real property and in the event of default and foreclosure proceedings, may not be severed, transferred or removed from the parcel without the prior written approval of the MSB. If the property is foreclosed upon for breach of any of **Deed of Trust** covenants or conditions, all payments made by the Purchaser shall be forfeited to and retained by the MSB, not as a penalty, but as rent and liquidated damages. The MSB is not liable for any expenditure made by the Purchaser or undertaken by the Purchaser or for liens against the Property before the termination of the **Deed of Trust**

Successful Purchaser

All submittals are based on the highest bid received. In the event of a tie bid, the bid first submitted to the Land Management Division as evidenced by the time and date stamped on the bid envelope by Land Management will be considered the "high bid". Purchasers must be legally competent under the laws of the state of Alaska, must be at least 18 years of age, and must be a qualified Purchaser pursuant to MSB 23.10.090 Qualifications of Applicants and Bidders.

Notification to Successful Purchaser

The MSB will notify the successful Purchaser and provide instructions and closing requirements. Closing is expected within 30-45 days of notification but can be extended if mutually agreed upon by the MSB and Purchaser. The signed **Declaration of Intent** represents the Purchaser's acceptance of the terms of sale. If the finance (**Terms**) payment option is requested, closing will be held at a title company of the Purchaser's choice. All cash sales will be closed at the MSB Land Management Division. Results of the sale will be posted on the borough website once all bids have successful been closed.

Deposits

The deposit will be credited at the time of closing. Deposits will be mailed to unsuccessful Purchasers by U.S. Postal Service certified mail. The MSB will notify a Purchaser if their submittal is being held for back-up consideration. The MSB will not pay interest or fees on any monies held by the MSB for any reason.

Deposit Forfeiture

In the event the successful Purchaser fails to properly complete all appropriate documentation to meet terms and conditions contained in the brochure, the deposit will be retained by the MSB as forfeiture. Forfeiture shall be considered a liquidated damage and not a penalty.

The Purchaser will be responsible for any and all costs incurred as a result of their failure to complete the transaction. The MSB shall not be responsible for paying any expenses resulting from fees, requirements, agreements, or contracts to which the MSB was not a party.

If a successful Purchaser withdraws from the **Declaration of Intent** prior to closing the sale transaction, the request must be made in writing to the MSB. The right to accept the withdrawal and return any deposits shall rest entirely with the MSB.

In the event of a defect in title, or a lien or judgement against the property, either of which cannot be resolved prior to closing, the MSB or Purchaser may elect to terminate the **Declaration of Intent** and all deposits will be refunded to the Purchaser.

Closing Costs

The Purchaser shall be responsible for all closing costs which may include, but are not limited to: recording fees, document preparation fees, escrow closing fees, mortgagee's title insurance policy fee, escrow collection fees for account set up and subsequent annual escrow fees, or other fees associated with the transaction.

Conveyance

The MSB's interest in the fee simple estate to the Property shall be conveyed by **Quitclaim Deed**. A sample Quitclaim Deed is provided in the brochure. Specific terms of the **Deed of Trust** are held within the sample document in this brochure. Individuals considering the **Terms** option are responsible to read, understand, and accept the terms stated therein. The MSB is happy to answer any and all questions regarding the **Quitclaim Deed, Deed of Trust**, and information contained in this brochure, but the MSB does not represent themselves as a professional accountant or attorney. Purchasers are urged to seek their own tax advice and legal counsel.

All parcels being offered may be subject to reservations, exceptions, easements, rights-of-way, covenants, conditions and restrictions of record created by operation of law or as indicated in the brochure for specific parcels which may be legally created at the time of the conveyance from the MSB to the Purchaser; and governmental regulations including but not limited to, setbacks, use classifications or zoning, special permit requirements; or existing trails and encroachments, which would be disclosed to the Purchaser by actual inspection, survey, or research of the property. It is Purchaser's responsibility to thoroughly investigate and determine the regulations and requirements that may apply prior to conducting development activities on the Property or with regard to access to the Property. Purchasers are responsible for compliance with all federal, state and local requirements and regulations regarding development. The MSB Development Services Permit Center 907-861-7822, located at 350 E. Dahlia Avenue in Palmer, can assist you in determining whether any MSB regulations, construction permits, or special land use districts will apply in regard to the respective parcel. If the respective parcel is located within the city limits of Wasilla, Palmer or Houston, the Purchaser is also responsible for meeting city regulations and requirements.

Title

Title shall be vested according to Purchaser's designation marked in the **Declaration of Intent**. The borough will provide and pay for a current title insurance report to all Purchasers. As a requirement of sale for purchases under the Terms option, a policy of title insurance and title policy will be provided to the Purchaser as the insured. For cash purchases, a Title Insurance Policy will only be provided at Purchaser's request. Any and all Title Insurance Policies provided to Purchasers will be at Purchaser's sole expense.

No Warranties

The MSB makes no warranties either expressed or implied, nor assumes any liability whatsoever, regarding the cultural, social, economic, or environmental aspects of any parcel, to include without limitation, soil conditions, water drainage, practical or feasible physical access, availability of gravel or personal use wood supplies, cultural artifacts which may or may not exist, natural or artificial hazards which may or may not exist, merchantability, suitability or profitability of the parcel for any use or purpose or development.

All properties will be sold "as is - where is." It is the responsibility of the Purchaser to, among other things, review the title reports provided, investigate and determine the actual size and boundaries of the parcel, regulations, restrictions and potential defects which would affect the use of any parcel offered in this sale. The feasibility and costs to remedy defects, obtain permits or variances, engineer septic systems, provide water and utilities, or determine and construct access to the parcel, should be determined by the Purchaser prior to submittal. All related costs will be borne by the Purchaser, without exception. No adjustments to a purchase price or reimbursement to a Purchaser will be made by the MSB.

Road and Access Easements

The requirements for construction and maintenance of roads, drainage systems, and other use of public easement areas shall be the responsibility of the Purchaser to determine. Purchasers shall be required to comply with all federal, state and local regulations and requirements which, among others include, MSB Development Services Permit Center for development of driveways and access within a public easement, and if applicable, the regulations of the U.S. Army Corp of Engineers regarding filling or draining of any area within the parcel which may be designated as

wetlands by the appropriate authority, or U.S. Fish and Wildlife Service or Alaska Department of Fish and Game habitat regulations.

“Access” Defined

Under the comment section of specific parcel maps, reference to access is noted. Please refer to the following letters (A-E) for definition of access to parcels offered in this brochure.

A. Parcel may be accessed from platted, dedicated, granted, reserved or permitted right-of-way which is constructed and may be maintained either by State of Alaska, MSB, or city government. The level of continued maintenance is subject to the future availability of funds and budgetary appropriations.

B. Parcel may be accessed from platted, dedicated, granted, reserved or permitted right-of-way which may not be constructed or publicly maintained, or only maintained on a seasonal basis, or be privately maintained. It is the responsibility of the Purchaser to determine the status of the right-of-way with regard to construction and maintenance.

C. Parcel is located near an existing road system and the MSB owns all the land between the parcel and the road. Public access easements from the existing road system may be reserved, granted or dedicated across the MSB-owned lands as indicated. It is the responsibility of the Purchaser to determine the feasibility of utilizing such easements. Constructing access shall include obtaining necessary permits, with repair and maintenance of the access being the sole responsibility of the Purchaser. In the event the access cannot be constructed, the Purchaser may apply to MSB Land & Resource Management for an alternate public access route across MSB-owned land which can meet construction standards.

D. Parcel is located near existing road system but the MSB does not own all the land between the parcel and the road. It is the responsibility of the Purchaser to determine, acquire, construct, maintain and/or defend the right to use an access route outside of borough-owned land.

E. Parcel is not located near the existing road system; access is by air, trail systems (potentially seasonal), or waterways. It is the responsibility of the Purchaser to determine, acquire, construct, maintain and/or defend the right to use any alternate access route.

Maps

Parcel vicinity maps are provided in the brochure as a representation of data compiled from various sources and are not intended to replace on-ground inspections or actual surveys of the property boundaries. Any physical or geographic features, rights-of-way locations, acreage, boundary lines, and descriptions depicted on the maps are estimates only and should not be construed as a factual representation of matters such as access, parcel size, boundaries, soil conditions, capabilities or other matters contained thereon. The MSB assumes no responsibility for completeness or accuracy of these references and makes no warranty, nor assumes any liability whatsoever, for the information included, or that monumentation indicated on surveys or plats is accurate, in place, or locatable.

Acreage

The acreage reflected for each parcel is approximate and is based on the legal description's gross area which may or may not reflect easements, buffers, submerged land or wetlands – all of which may affect a parcel's usability and access, but have not necessarily been excluded from the parcel's legal description.

Since the MSB makes no warranties either expressed or implied regarding the actual size of the parcel, it is the responsibility of the Purchaser to confirm the actual acreage and parcel boundaries to their own satisfaction.

The MSB will not adjust a sale by providing other MSB land of equal value in either the same location or another location. The MSB will make no parcel size adjustments unless the Purchaser notifies the MSB in writing a minimum of ten (10) days before the transaction closing date, that they dispute the MSB's approximate acreage figure and believe the size adjustment will reduce the acreage by more than fifteen percent (15%). Upon written notification from the Purchaser, the MSB will review the information provided by the Purchaser to support the claim for adjustment. If necessary, the MSB will provide the Purchaser up to sixty (60) days in which to obtain a boundary survey with area calculations of the parcel that meets the Alaska Statute requirements for filing a Record of Survey, and the survey shall be stamped by an Alaska registered land surveyor. The survey document shall be provided to the MSB for review and acceptance. All costs for such survey will be borne at the Purchaser's sole expense, regardless of the results.

In the event the re-calculated size of the parcel reduces the acreage by more than fifteen percent (15%) the MSB will accept a request from the Purchaser for monetary adjustment on a pro-rata basis (\$ per acre or square foot as applicable) which must be approved by the borough before closing can take place.

Covenants, Taxes and LIDs

Where covenants and/or a Home Owner's Association (HOA) is noted for a parcel, the Purchaser is responsible for determining if any fees are assessed. Purchaser shall be responsible for taxes and for any LIDs (Local Improvement District fees for gas/road paving) assessed against the property.

Disclosure

Disclosure required under Residential Real Property Transfer Act (AS 34.70.110) does not apply and is waived for properties offered in this sale brochure.

FINAL NOTES

The MSB is not obligated to sell parcels identified in this brochure, nor is it obligated to pay any costs incurred by parties participating in or preparing for submission. The MSB reserves the right to reject any and all offers and withdraw any parcel at any time for any reason.



MATANUSKA-SUSITNA BOROUGH

Planning and Land Use Department Development Services Division

(907) 861-7822 / fax (907)861-7876

Zoning, Land Use and Building Regulations DO EXIST in the Matanuska-Susitna Borough. PERMITS MAY BE REQUIRED.

Developers and land owners are responsible for knowing the rules. If you plan to start, or are now conducting any of the following land use activities, those activities must comply with Borough regulations:

**Racetracks
Special Events
Subdividing Land
Mobile Home Parks
Multifamily Development
Adult-Oriented Businesses
Use of Hazardous Material
Public Display of Fireworks
Commercial & Industrial Uses
Uses that create noise & traffic
Establishments that sell Liquor
Drug & Alcohol Treatment Centers
Earth Materials Extraction Activities
Use of Lakes, Creeks, & other Waterbodies
Developing Land in Special Flood Hazard Areas
Auto Salvage Yards, Junkyards, & Refuse Areas
Development within designated Special Land Use Districts
Community Correctional Residential Centers, Jails & Prisons
Structural Setbacks for Building near Lot Lines, Public Use Easements,
Right-of-Ways, & Shorelines**

Use or occupancy of Borough-owned land, including but not limited to: clearing right-of-ways, cutting trees, mining or prospecting, crossing with motorized vehicles, camping, shooting, & storing materials or equipment.

Borough staff is available to assist you in determining which Borough regulations apply to your activity and help you comply with those laws. In order to save time and money, and prevent violations of Borough Code, please contact the Matanuska-Susitna Borough, Permit Center Division, 350 East Dahlia Avenue, Palmer, Alaska 99645 Phone: (907) 861-7822, Fax: (907) 861-7876. For a full description of Title 17, log onto the borough web page at www.matsugov.us

Or email us at PermitCenter@matsugov.us.

PARCEL MAPS AND INFORMATION



www.matsugov.us



PARCEL 02-02

ACREAGE (APPROX): .92

MSB MAP No.: HO 16

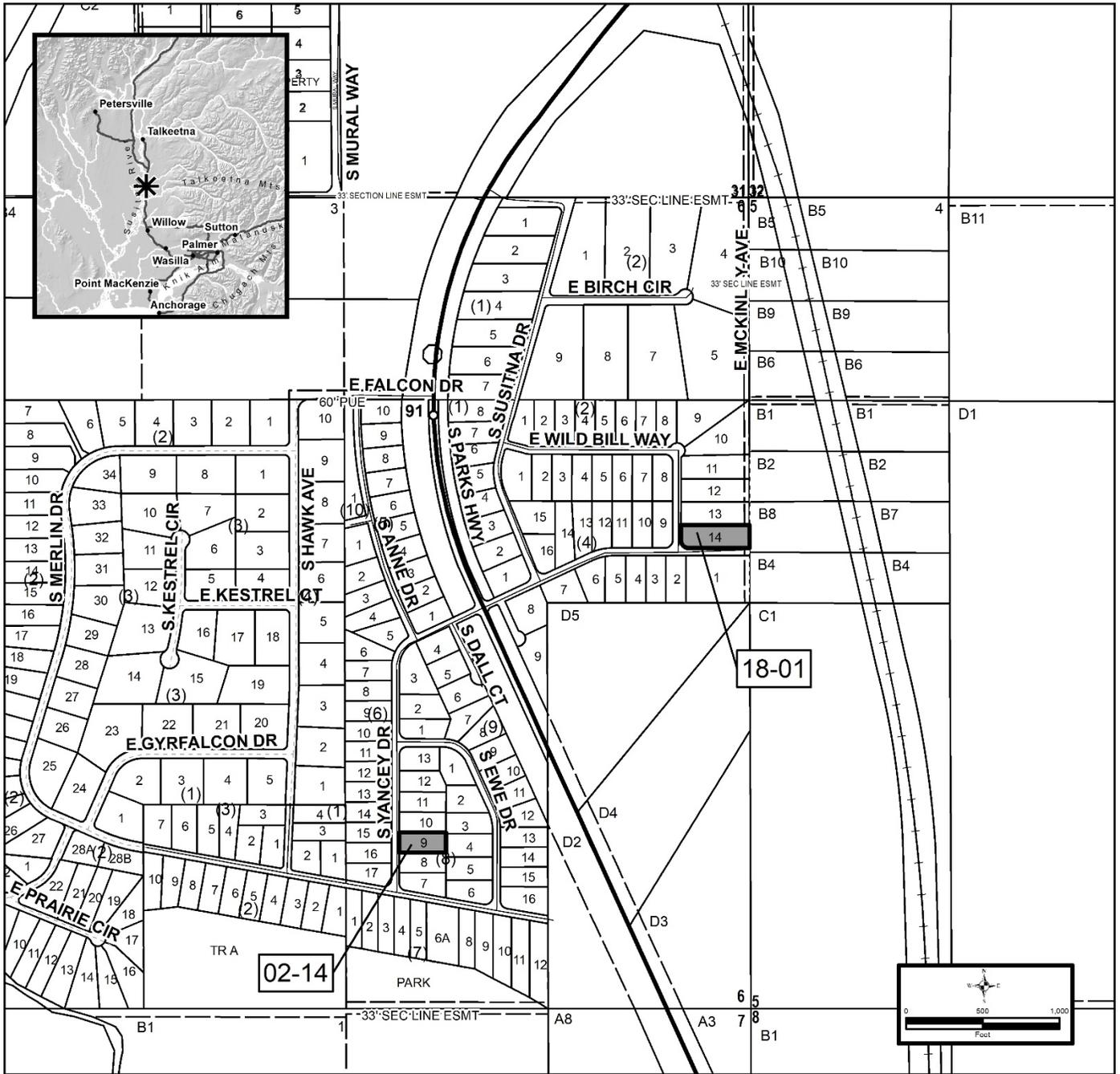
PURCHASE PRICE: \$24,000

MSB TAX ID: 6496B01L004

SUBD / TRS: T17N, R2W, Sec. 26, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Birch Harbor Estates Unit No. 2, accessed from approximate MP 6.5 KGB Road, Wasilla. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished. Covenants, Conditions, and Restrictions (CCRs) recorded at BK 83, PG 80, Palmer Recording District. Active Home Owners Association (HOA) with annual dues of \$30 (paid current through 2020).



PARCEL 02-14

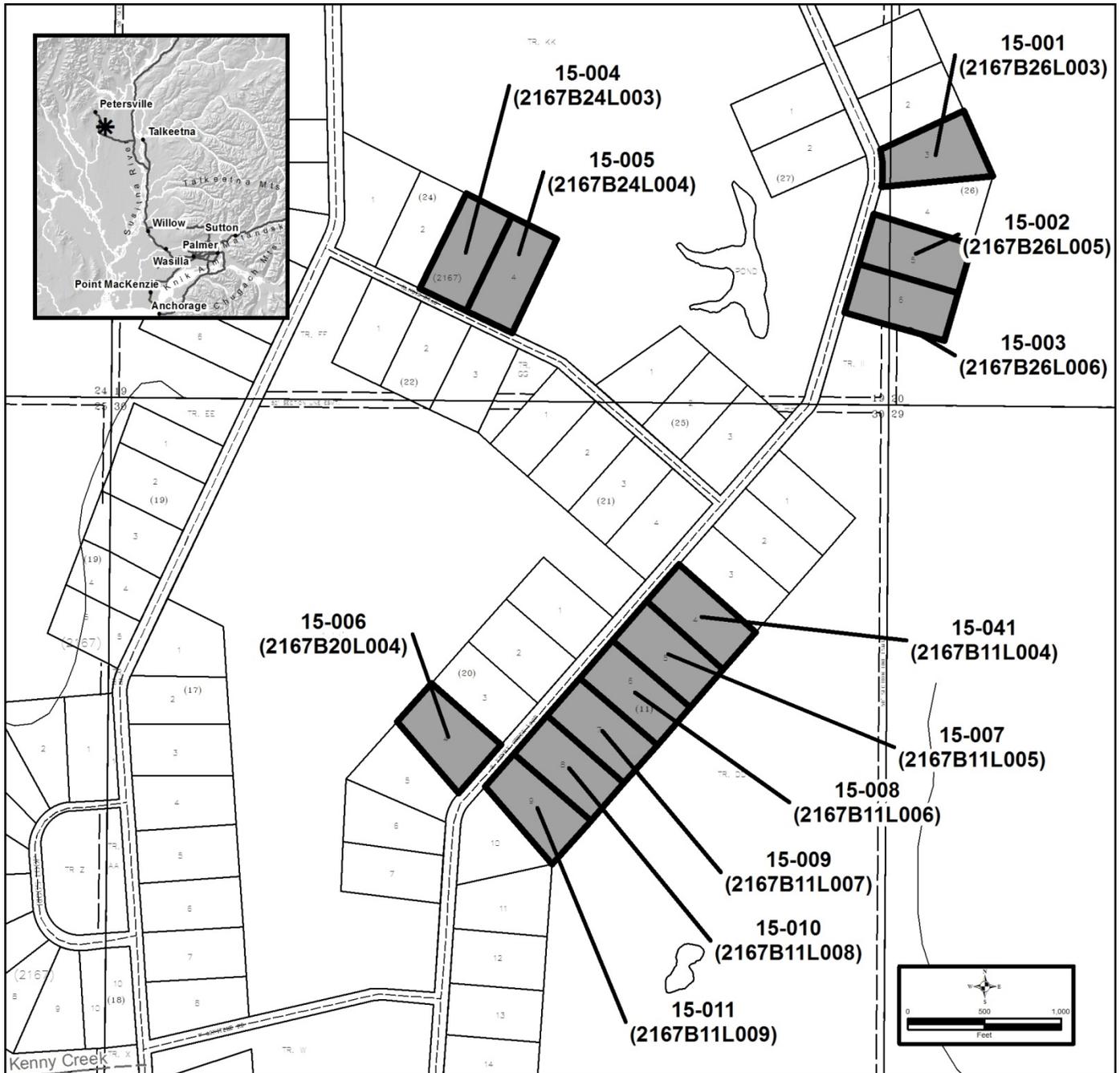
ACREAGE (APPROX): .92
MSB MAP No.: CA 02

PURCHASE PRICE: \$7,500
MSB TAX ID: 6602B08L009

SUBD / TRS: T22N, R4W, Sec. 6, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Chandalar Subdivision accessed from S. Yancey Drive at approximate MP 91, Parks Hwy. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished.



BID PARCEL No. 15-002 thru 15-011, and 15-041

ACREAGE (APPROX): 5.00 each

MSB MAP No.: PV29

SUBD / TRS: T27N, R07W, Sec 19, 20, 30, S.M.

ADDITIONAL CONDITIONS OF SALE: None

PURCHASE PRICE: \$9,000 each

MSB TAX ID: 2167B26L005, L006

2167B24L003, L004

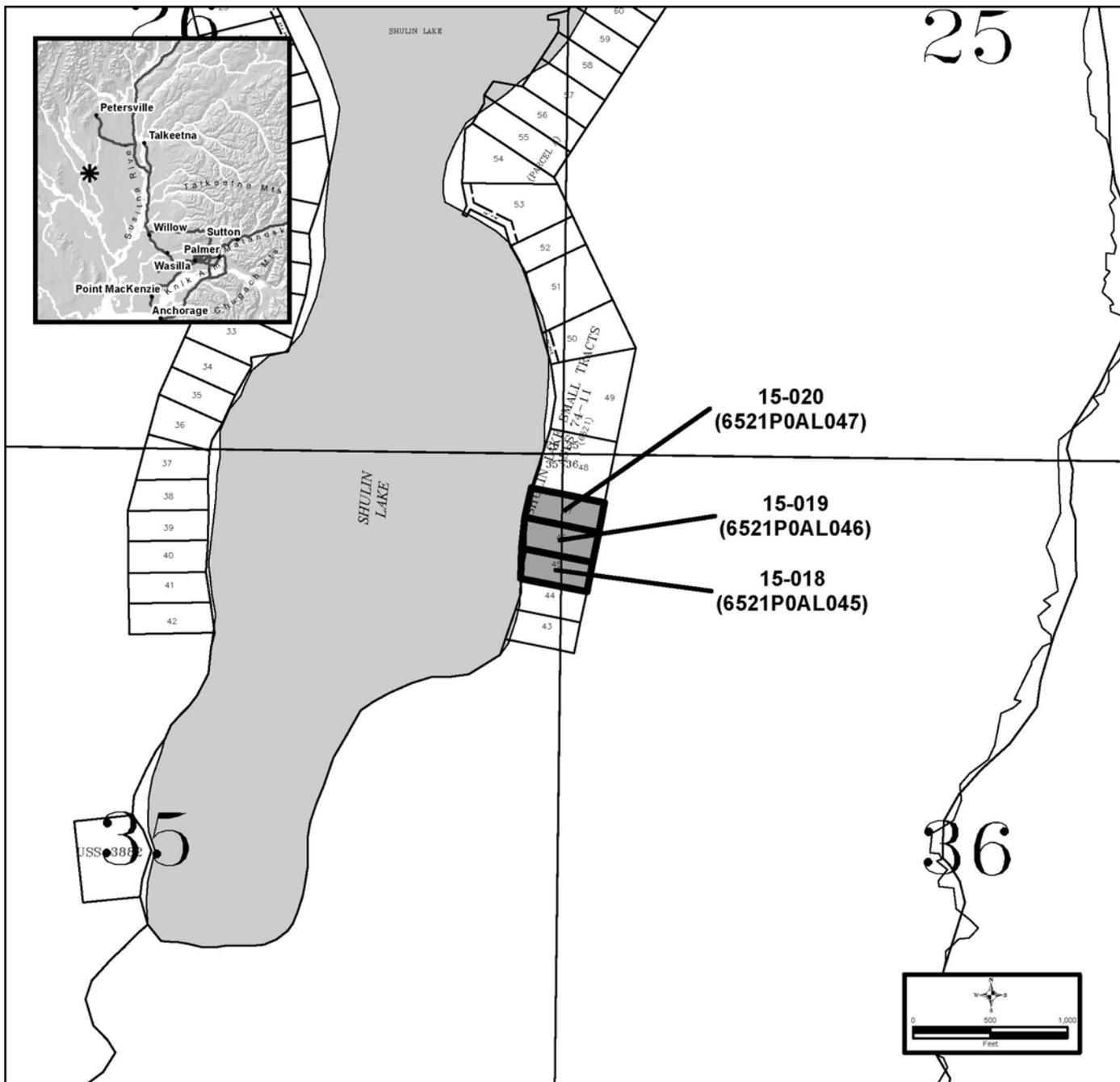
2167B20L004

2167B11L004, L005, L006, L007, L008,

and L009

COMMENTS: Kenny Creek remote cabin sites are located in Petersville Area. ACCESS (B): There are platted roads w/in the subdivision that are not constructed or maintained; ADL 228839-D "Kenny Creek Access Trail" begins at the old Forks Roadhouse site off Petersville Road; winter access is typical.

NOTE: Parcel 15-001 (2167B26L003) was sold in 2016 Over-The Counter Land Sale and is NOT available.



PARCEL No. 15-018 through 15-020

ACREAGE (APPROX): 2.03 (15-018), 2.21 (15-019),
2.19 (15-020)

PURCHASE PRICE: \$5,500 (15-018, 15-019),
\$5,900 (15-020)

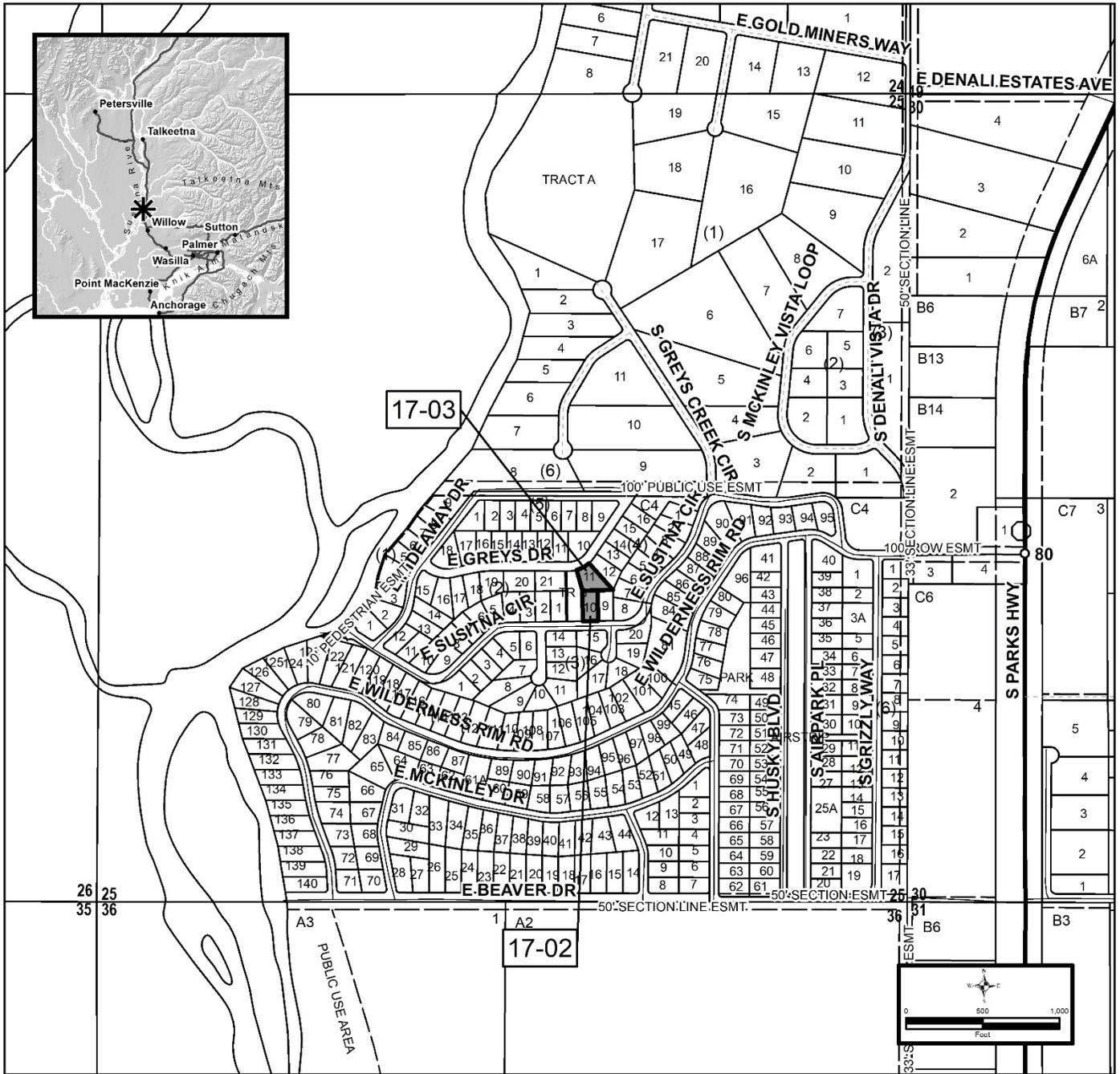
MSB MAP No.: SH06

MSB TAX ID: 6521P0AL045, L046, L047

SUBD / TRS: T24N, R09W, Sec 35 & 36, S.M.

ADDITIONAL CONDITIONS OF SALE: None.

COMMENTS: Section line bisects all three parcels. ACCESS (E): Remote. It is responsibility of Buyer to determine, acquire, construct, maintain and/or defend the right to use any alternate access.



PARCELS 17-02 and 17-03

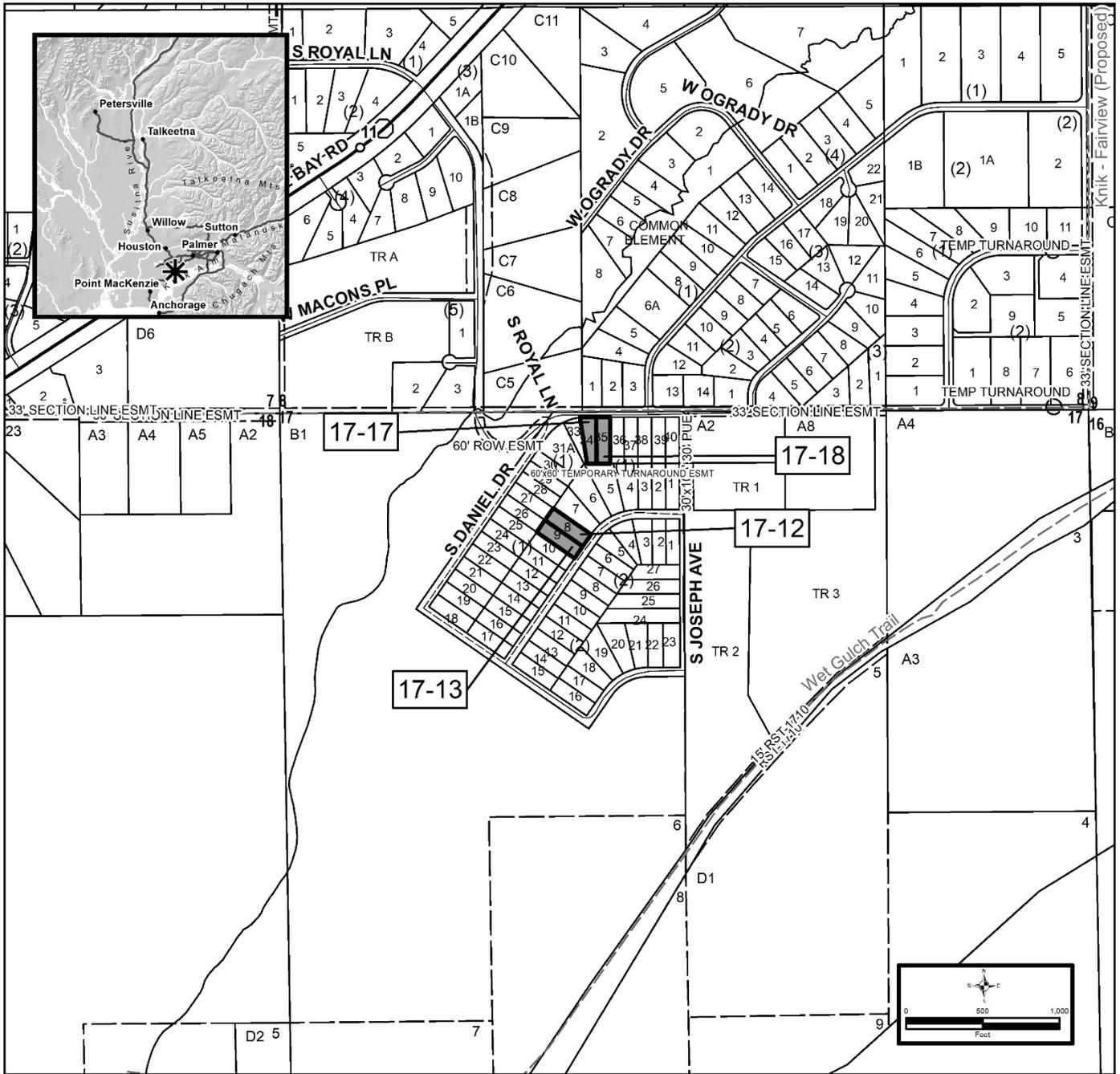
ACREAGE (APPROX): .46 and .55 for total of 1.00 acres
MSB MAP No.: CA 14

PURCHASE PRICE: \$3,000
MSB TAX ID: 1230B04L010/L011

SUBD / TRS: T21N, R5W, Sec. 25, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Rustic Wilderness Division 3 Subdivision accessed at MP 80, Parks Hwy. Due to substandard size of individual lots, Parcels 17-02 (Lot 10) and 17-03 (Lot 11) must be purchased together to support development of home site with well/septic. Tax assessed value per lot is \$1,500, for total price of \$3,000. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished. Covenants, Conditions, and Restrictions (CCRs) recorded at BK 95, PG 935, Palmer Recording District.



PARCELS 17-12 and 17-13

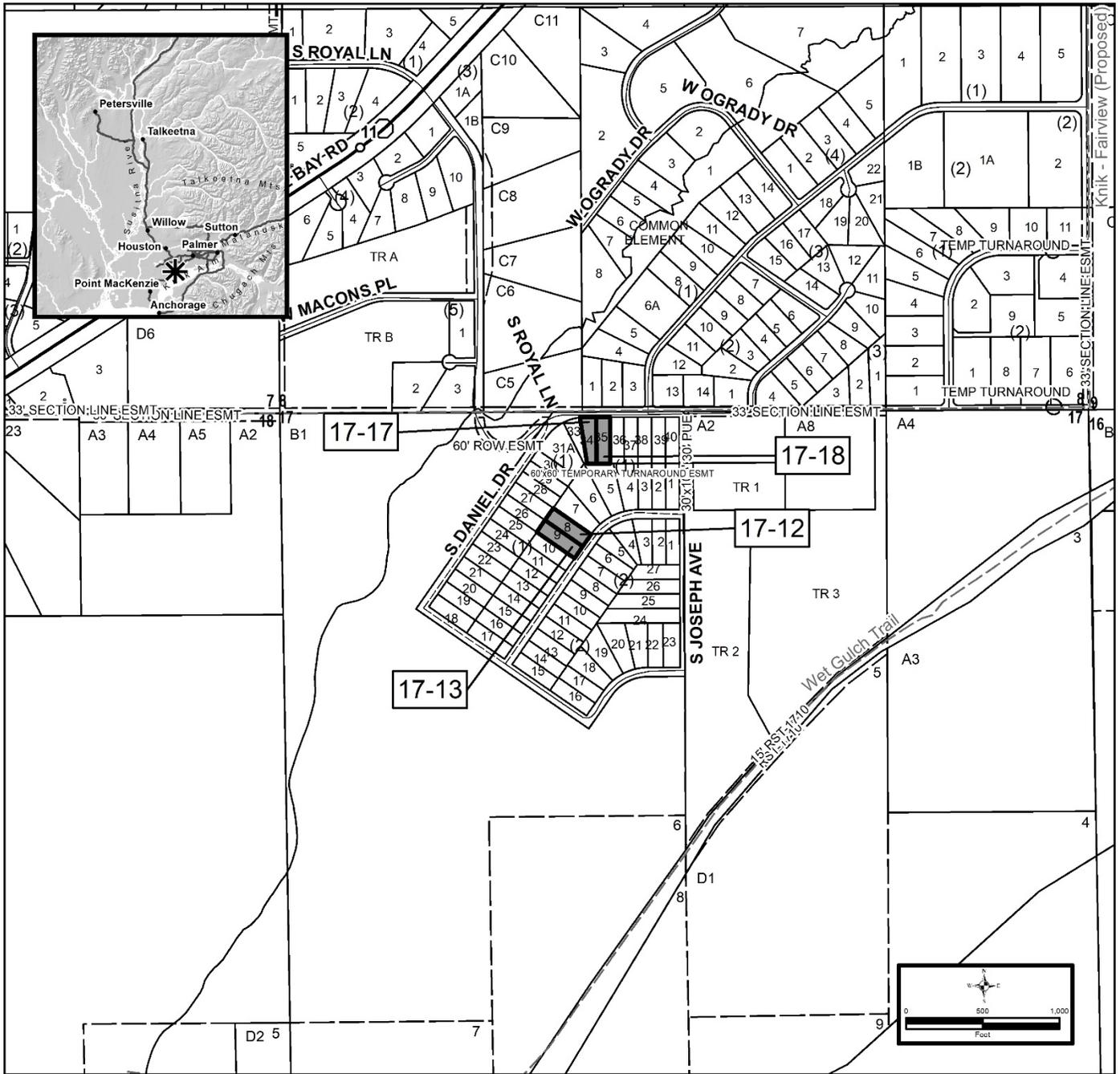
ACREAGE (APPROX): .66 and .65 for total of 1.31 acres
MSB MAP No.: OC 04

PURCHASE PRICE: \$16,000
MSB TAX ID: 6165B01L008/L009

SUBD / TRS: T16N, R2W, Sec. 17, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type B. Knik Homesites Subdivision accessed off S. Royal Lane at MP 11, KGB Road, Wasilla. Due to substandard size of individual lots, Parcels 17-12(Lot 8) and 17-13 (Lot 9) must be purchased together to support development of home site with well/septic. **Tax assessed value per lot is \$8,000, for total price of \$16,000.** Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished. Covenants, Conditions, and Restrictions (CCRs) recorded at BK 279, PG 933, Palmer Recording District.



PARCELS 17-17 and 17-18

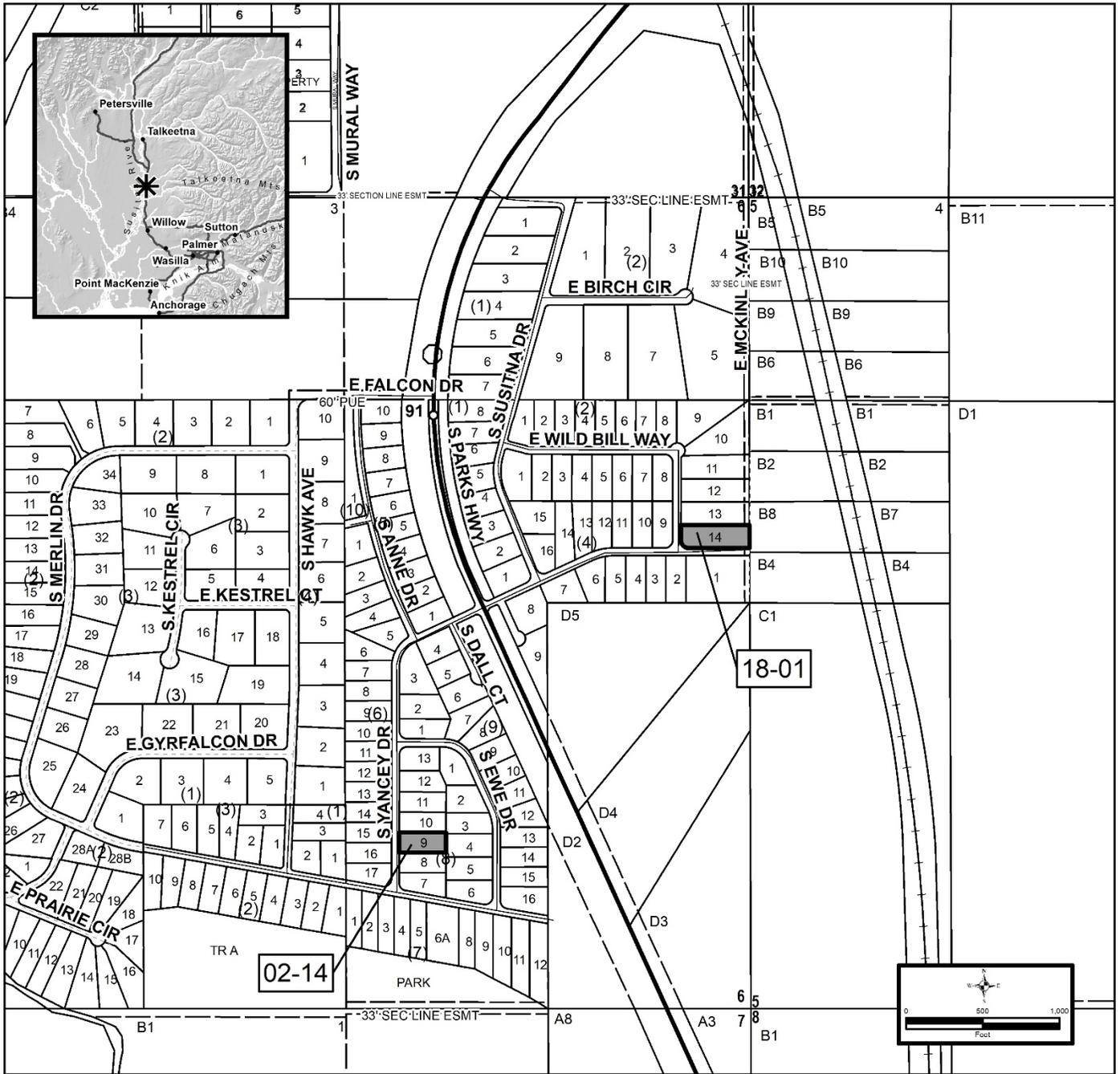
ACREAGE (APPROX): .59 and .62 for total of 1.21 acres
MSB MAP No.: OC 04

PURCHASE PRICE: \$16,000
MSB TAX ID: 6165B01L034/L035

SUBD / TRS: T16N, R2W, Sec. 17, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type B. Knik Homesites Subdivision accessed off S. Royal Lane at MP 11, KGB Road, Wasilla. Due to substandard size of individual lots, Parcels 17-17 (Lot 34) and 17-18 (Lot 35) must be purchased together to support development of home site with well/septic. **Tax assessed value per lot is \$8,000, for total price of \$16,000.** Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished. Covenants, Conditions, and Restrictions (CCRs) recorded at BK 279, PG 933, Palmer Recording District.



PARCEL 18-01

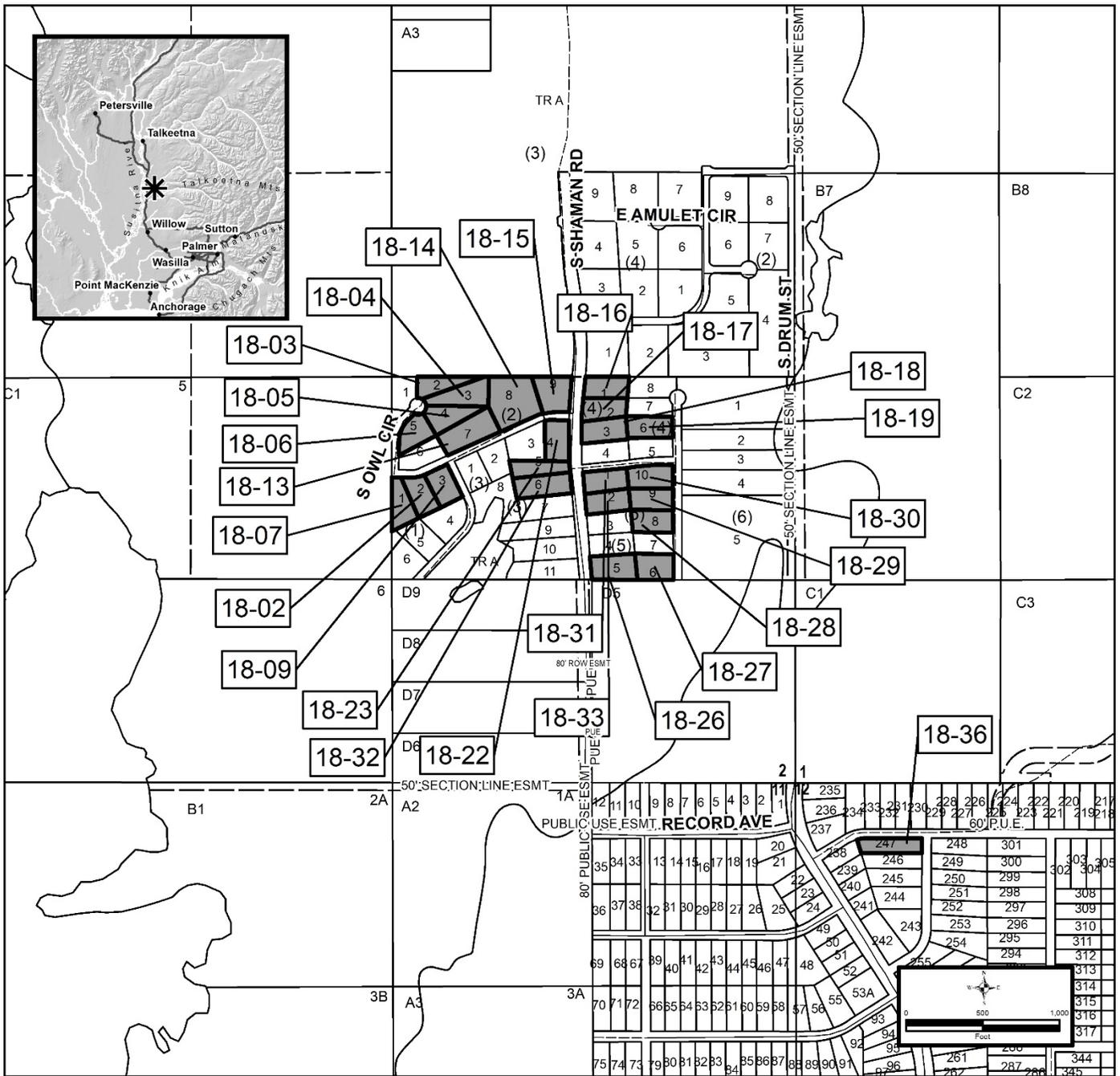
ACREAGE (APPROX): 1.53
MSB MAP No.: CA 02

PURCHASE PRICE: \$10,800
MSB TAX ID: 6602B02L014

SUBD / TRS: T22N, R4W, Sec. 6, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Chandalar Subdivision accessed from S. Yancey Drive at approximate MP 91, Parks Hwy. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-02

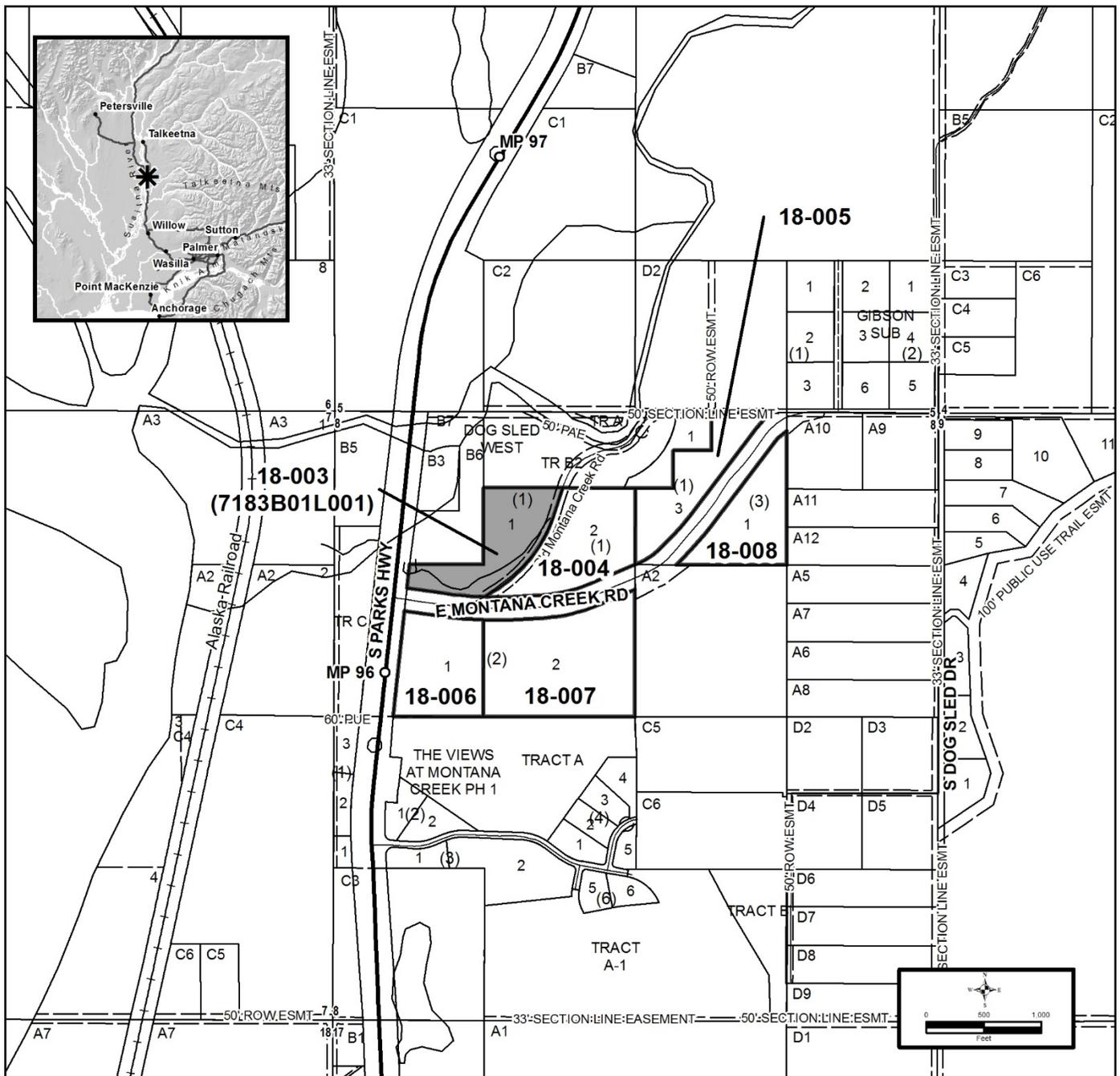
ACREAGE (APPROX): .92
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 3157B01L002

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-003

ACREAGE (+/-): 13.59

MSB MAP: MO 10

SUBD / TRS: T23N, R4W, Sec 08, S.M.

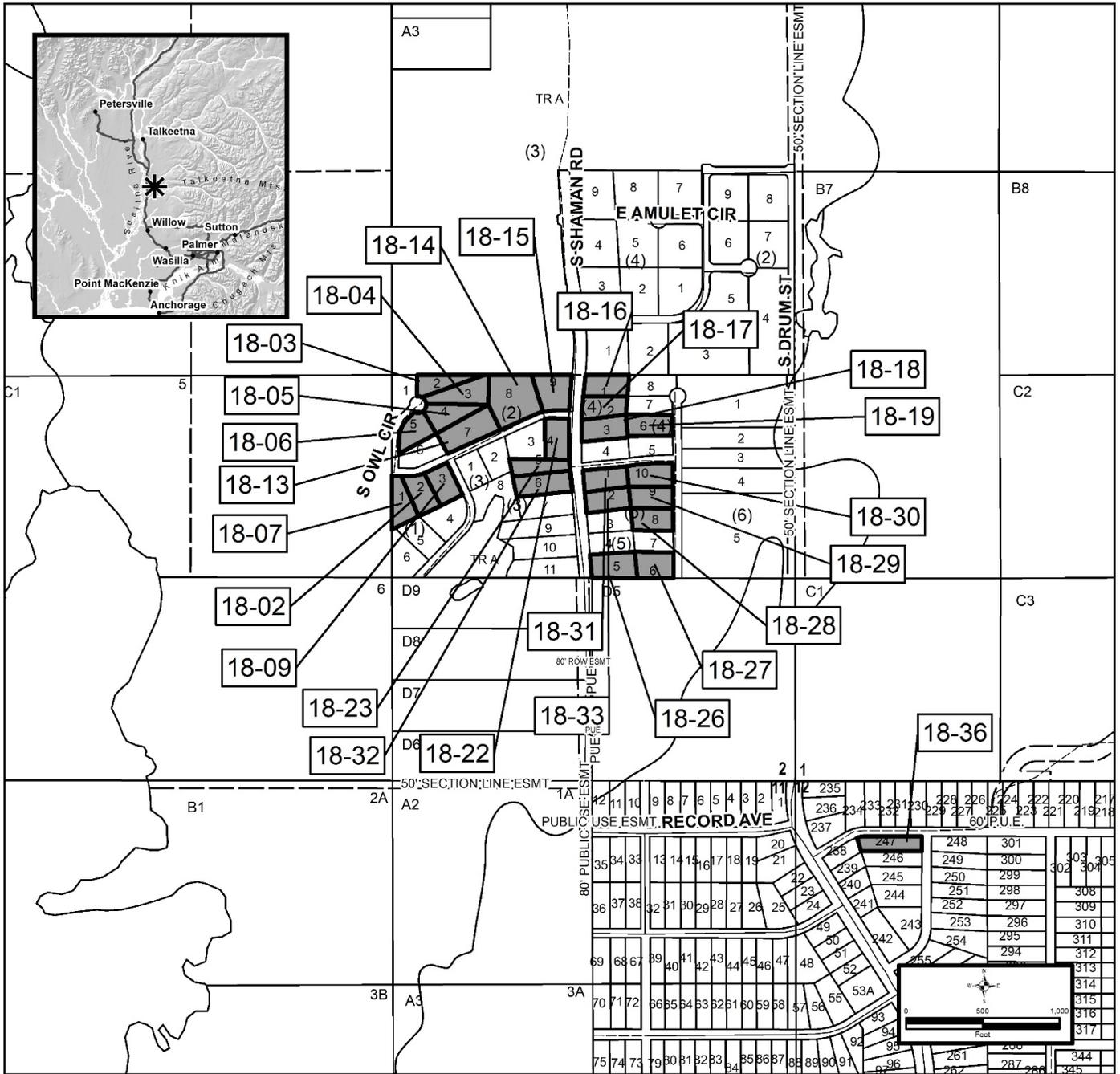
PURCHASE PRICE: \$36,700

MSB TAX ID: 7183B01L001

ADDITIONAL CONDITIONS OF SALE: None.

COMMENTS: Subject to reservations, restrictions, easements and plat notes of record.

ACCESS (A): Parcel may be access directly from Montana creek Road at approx. MP 96 Parks Hwy. Direct access onto the Parks Hwy is prohibited.



PARCEL 18-03

ACREAGE (APPROX): .93

MSB MAP No.: CA 01

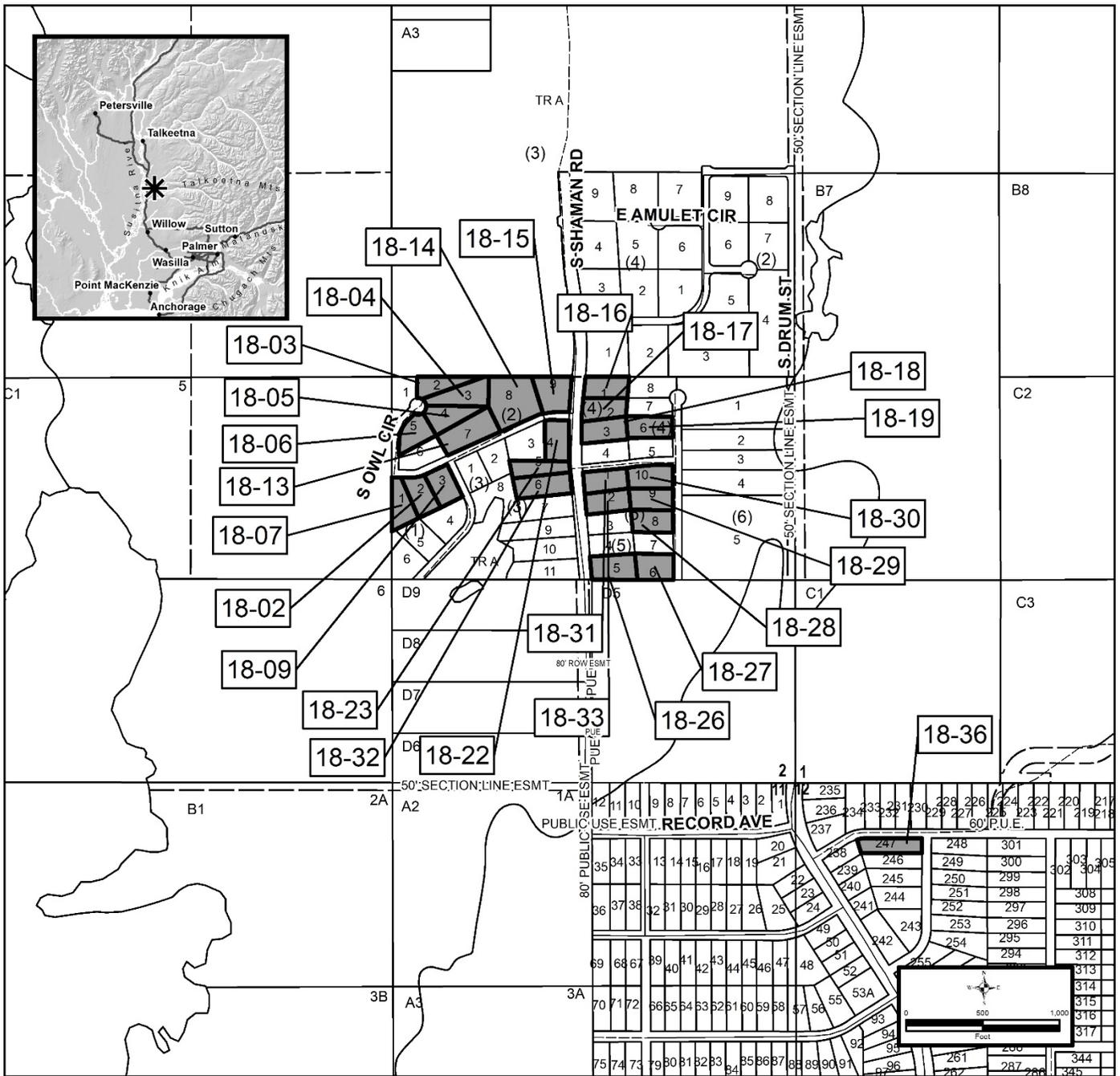
PURCHASE PRICE: \$5,600

MSB TAX ID: 3157B02L002

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-04

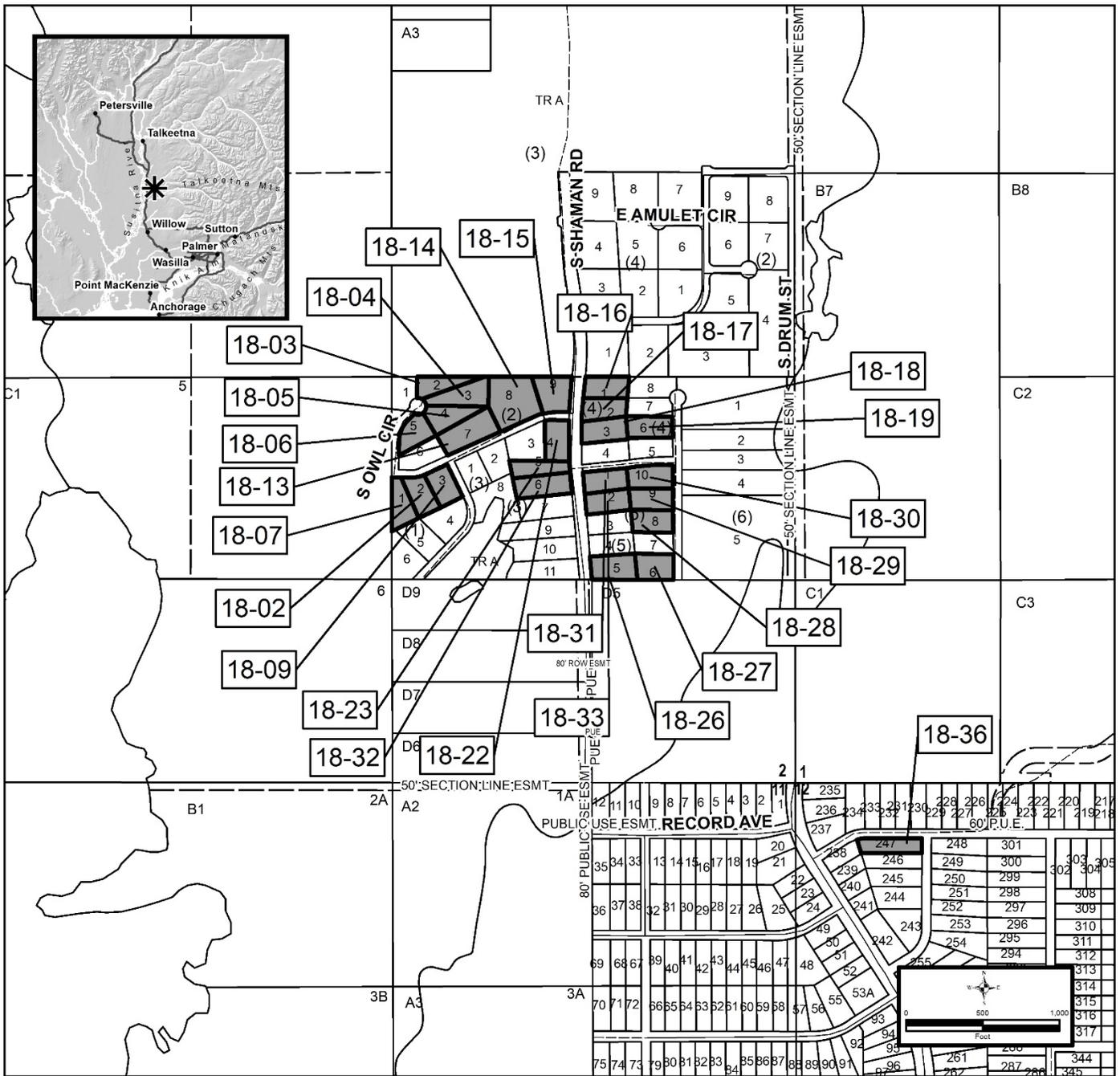
ACREAGE (APPROX): 1.21
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,200
MSB TAX ID: 3157B02L003

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-05

ACREAGE (APPROX): 1.01

MSB MAP No.: CA 01

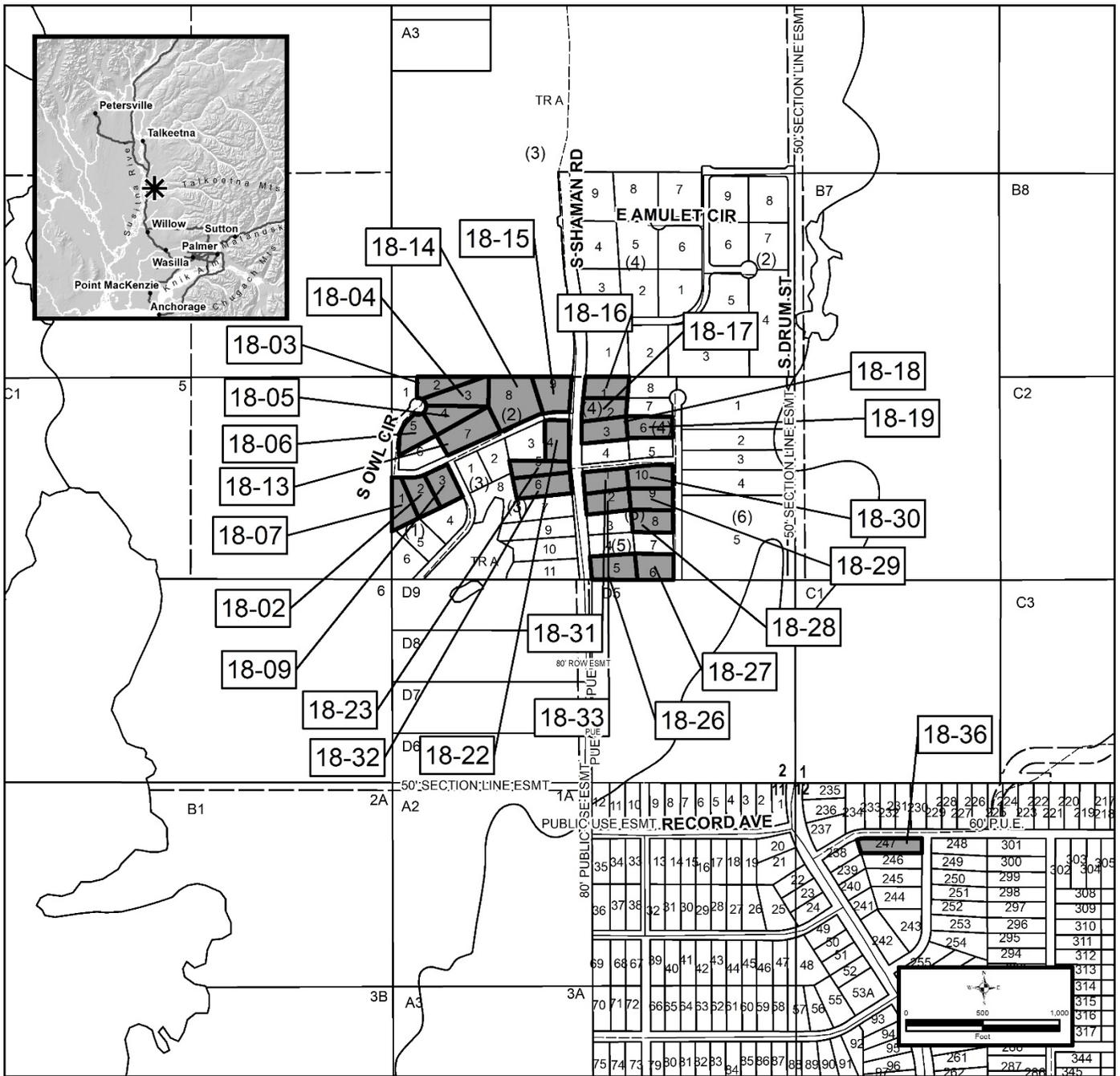
PURCHASE PRICE: \$5,600

MSB TAX ID: 3157B02L004

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-06

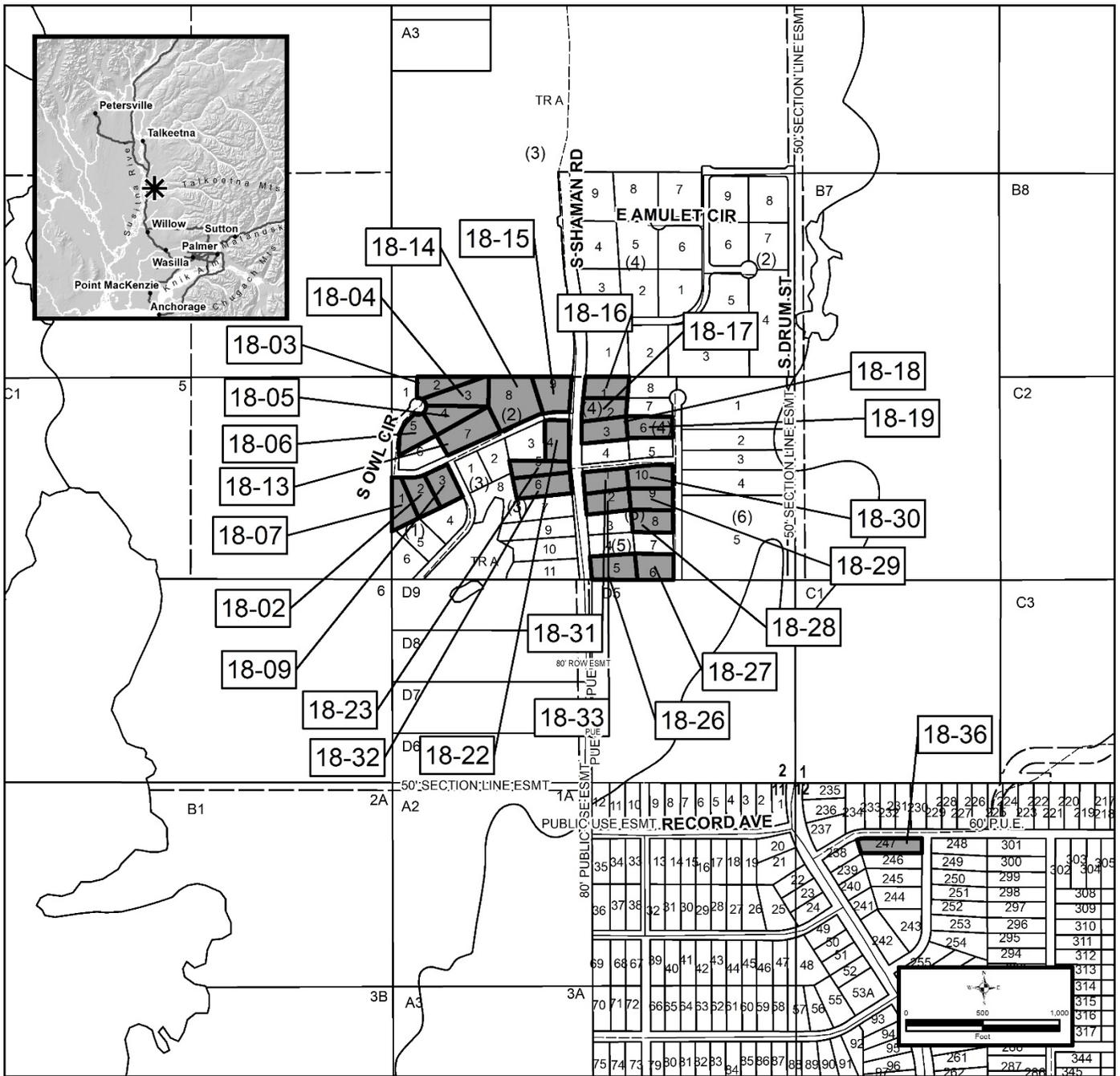
ACREAGE (APPROX): .92
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 3157B02L005

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-07

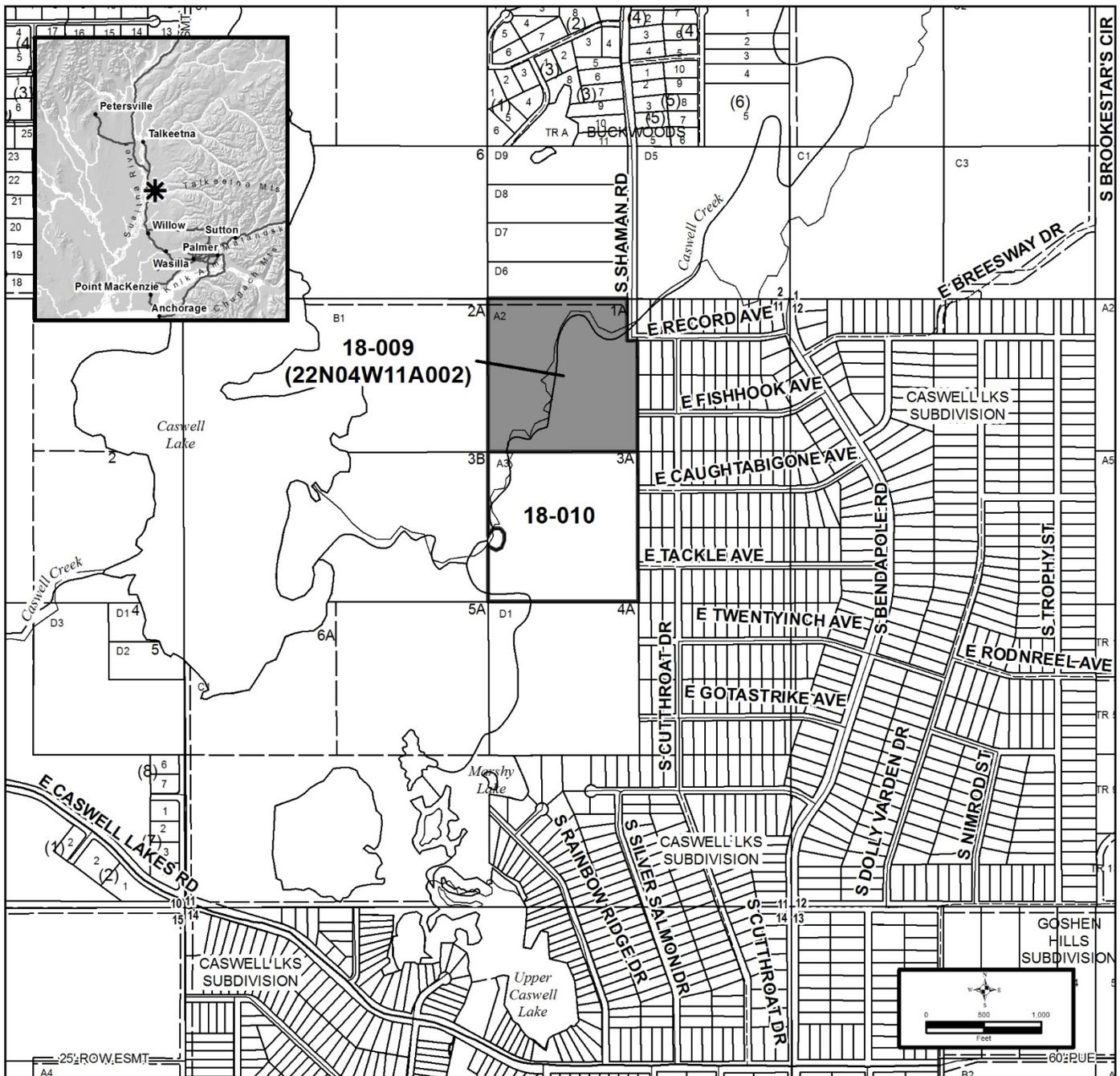
ACREAGE (APPROX): .94
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 3157B01L001

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-009

ACREAGE (+/-): 40.06

MSB MAP: CA 01

SUBD / TRS: T22N, R4W, Sec 11, S.M.

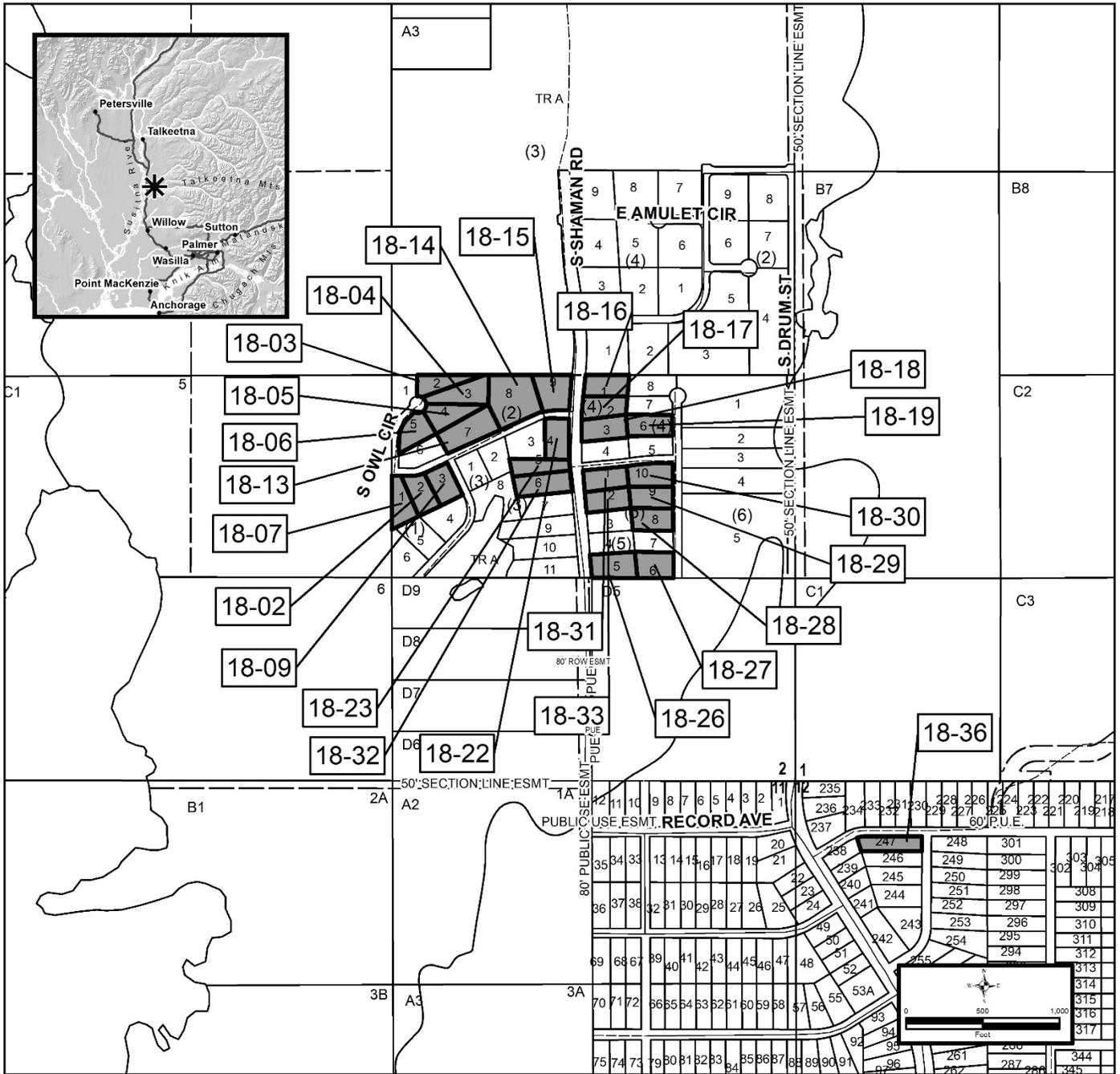
PURCHASE PRICE: \$54,100

MSB TAX ID: 22N04W11A002

ADDITIONAL CONDITIONS OF SALE: None.

COMMENTS: Subject to a 50' wide lineal public easement along the line of the ordinary high water mark of Caswell Creek. Upgrade to culvert and drainage along Shaman Road, just past Record Avenue is scheduled for summer 2018.

ACCESS (A): Parcel may be access from either E. Record Avenue or E. Fishhook Avenue. Roads are constructed, but level of year-round maintenance is unknown. It is the Buyers responsibility to determine viability of access.



PARCEL 18-09

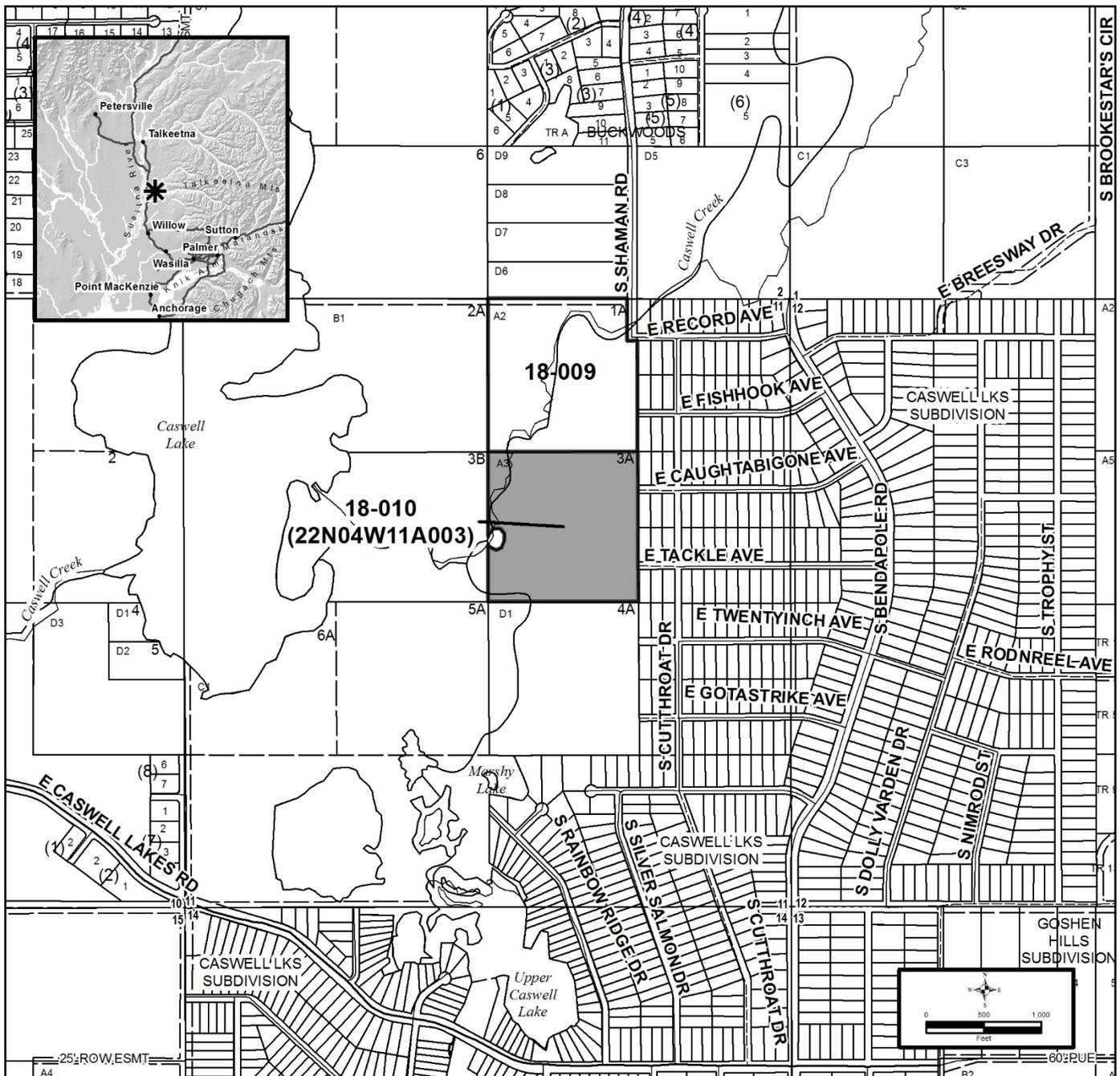
ACREAGE (APPROX): .92
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 3157B01L003

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-010

ACREAGE (+/-): 40.03

MSB MAP: CA 01

SUBD / TRS: T22N, R4W, Sec 11, S.M.

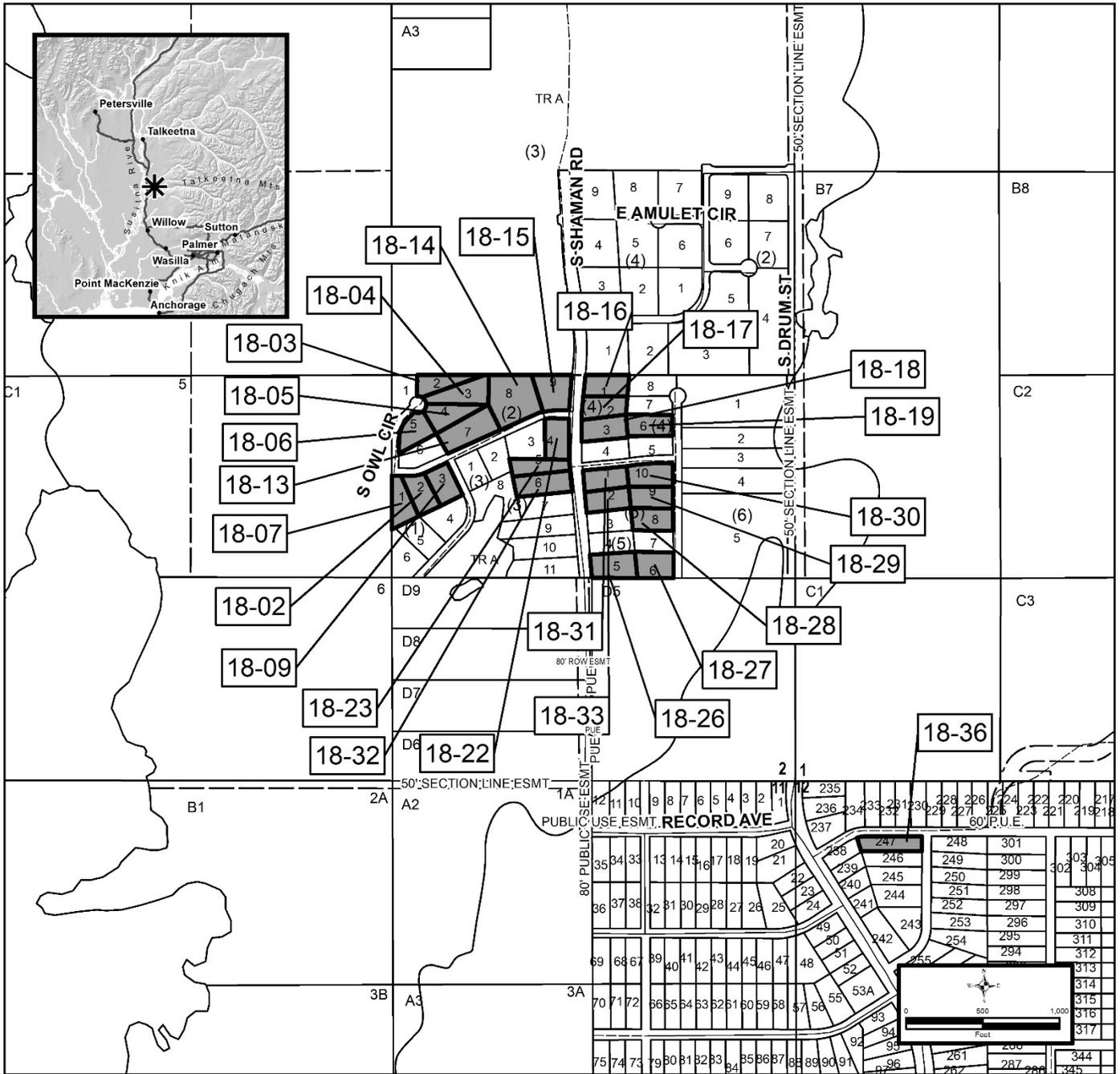
PURCHASE PRICE: \$43,200

MSB TAX ID: 22N04W11A003

ADDITIONAL CONDITIONS OF SALE: None.

COMMENTS: Subject to a 50' wide lineal public easement along the line of the ordinary high water mark of Caswell Creek.

ACCESS (A): Parcel may be access from either E. Caughtabigone Avenue (which does not appear to be constructed) or E. Tackle Avenue. Tackle Ave is constructed, but level of year-round maintenance is unknown. It is the Buyers responsibility to determine viability of access.



PARCEL 18-13

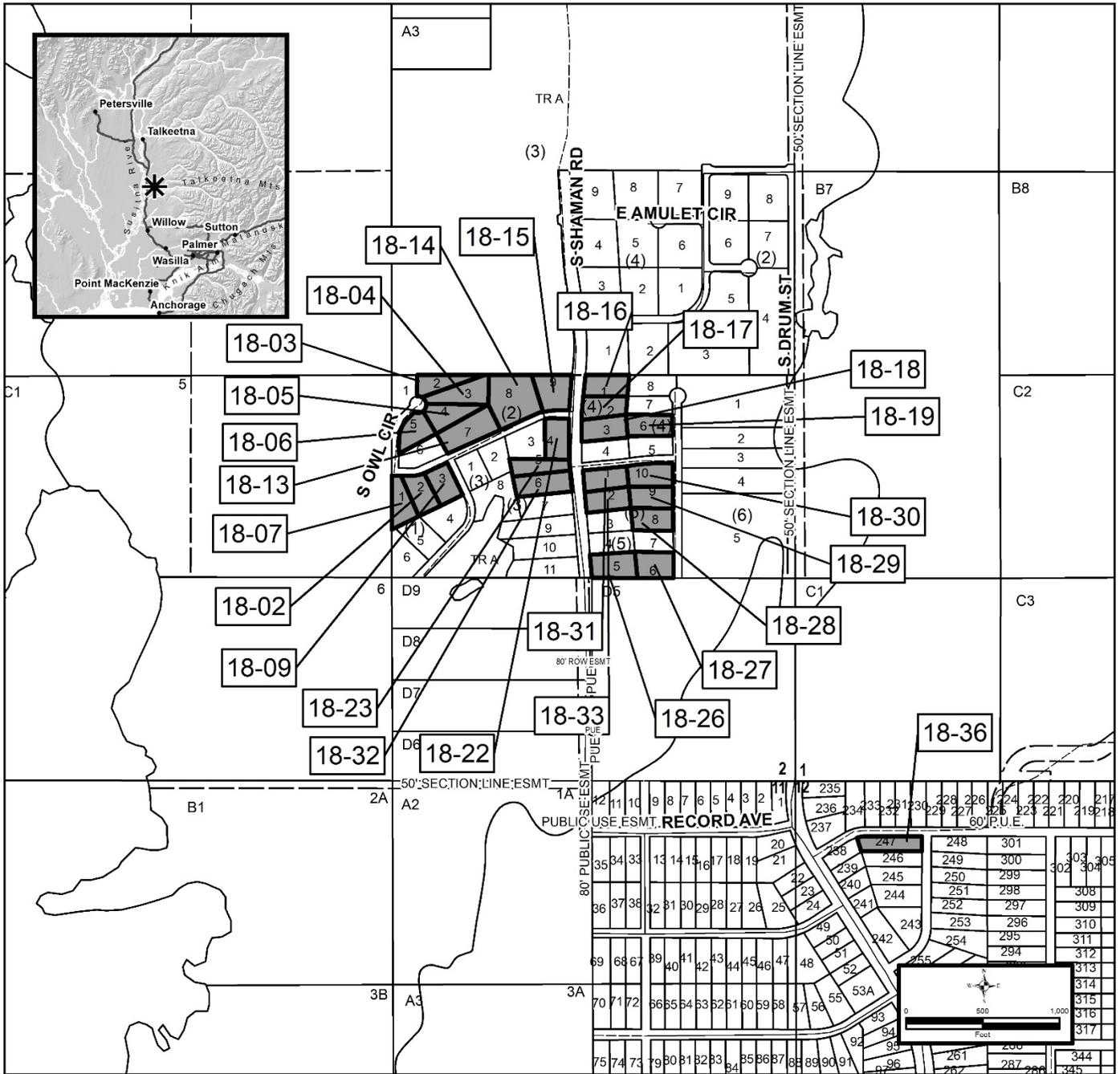
ACREAGE (APPROX): 1.34
MSB MAP No.: CA 01

PURCHASE PRICE: \$4,400
MSB TAX ID: 3157B02L007

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-14

ACREAGE (APPROX): 1.97

MSB MAP No.: CA 01

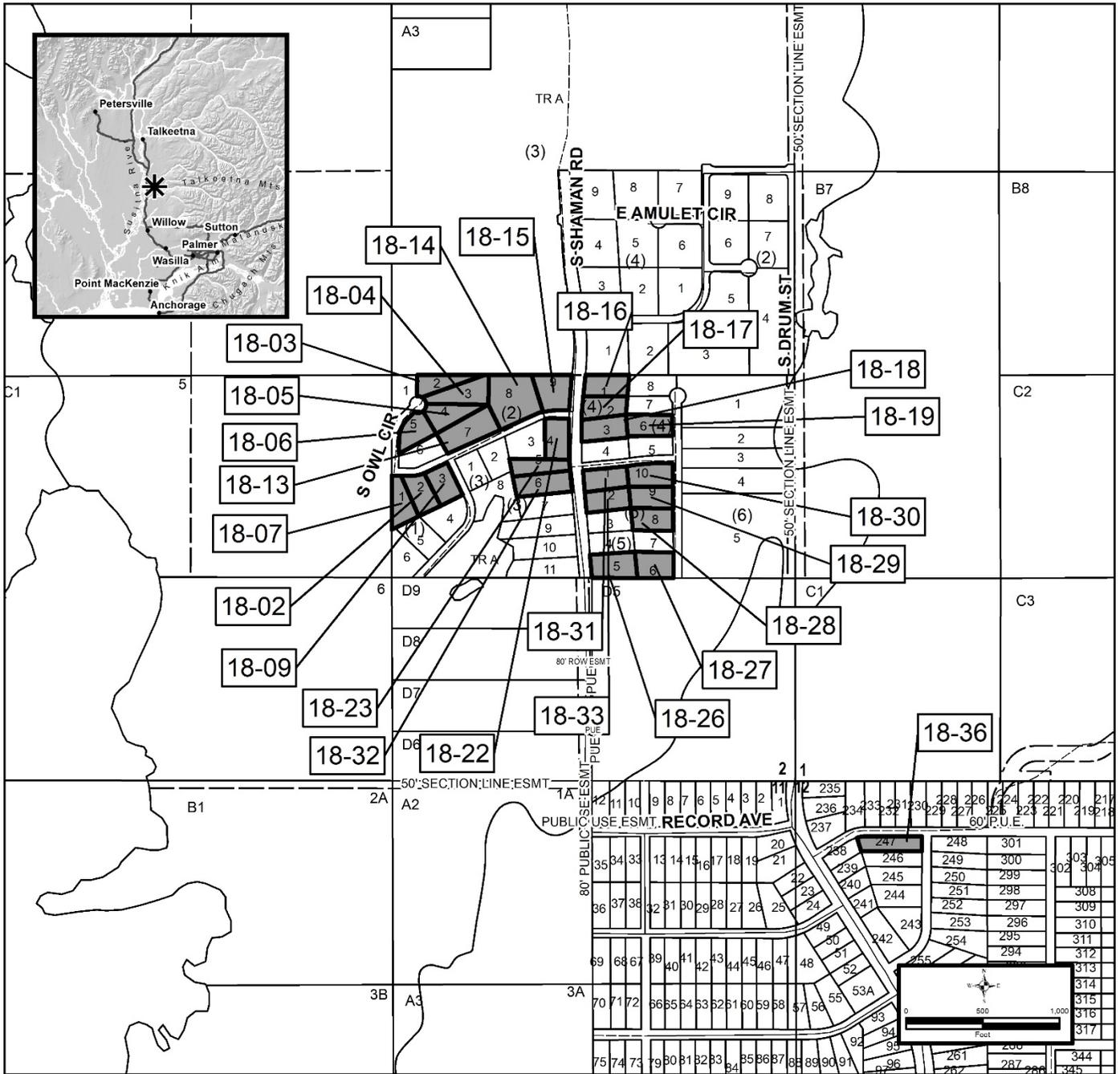
PURCHASE PRICE: \$7,400

MSB TAX ID: 3157B02L008

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-15

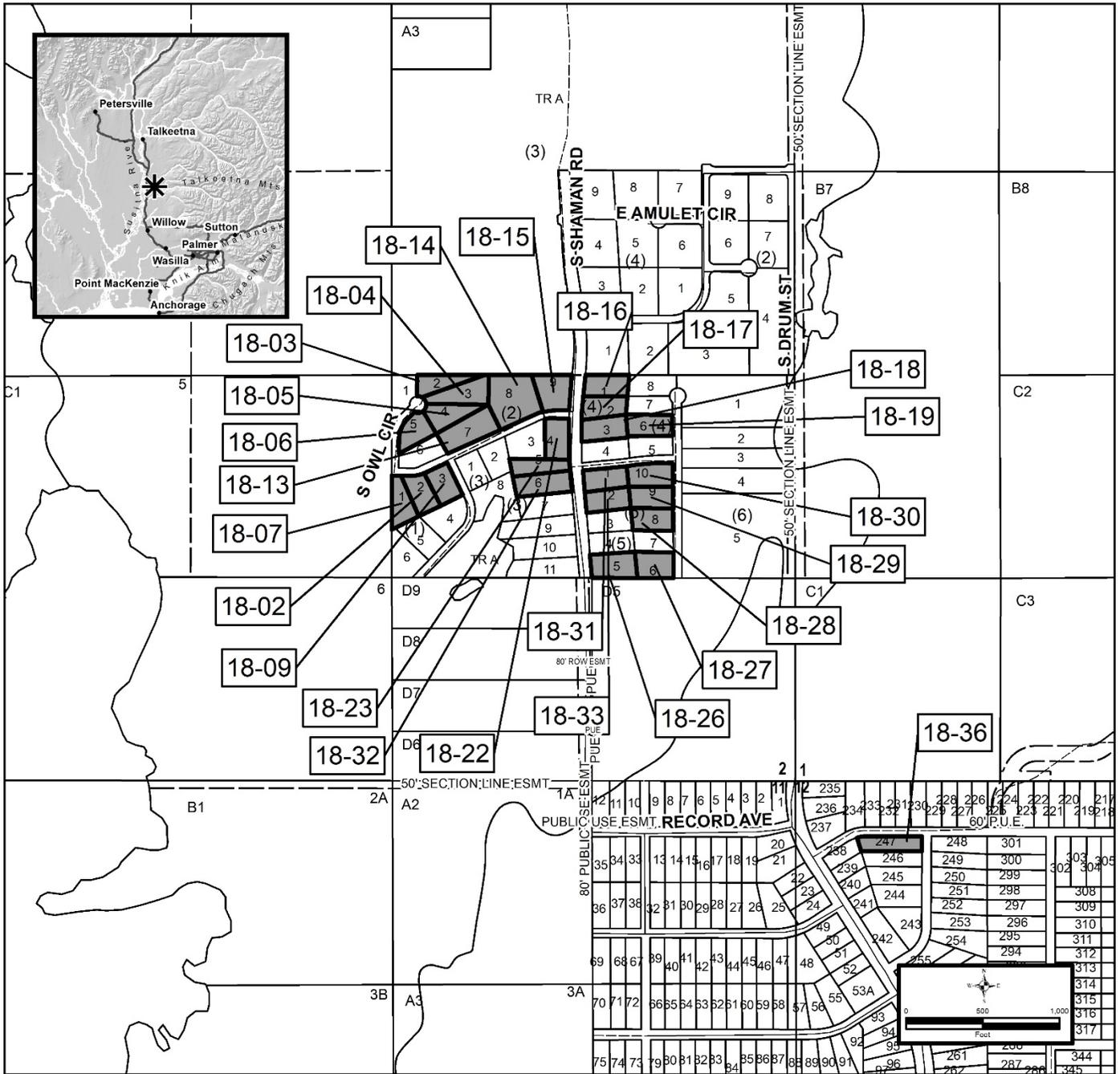
ACREAGE (APPROX): 1.18
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B02L009

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-16

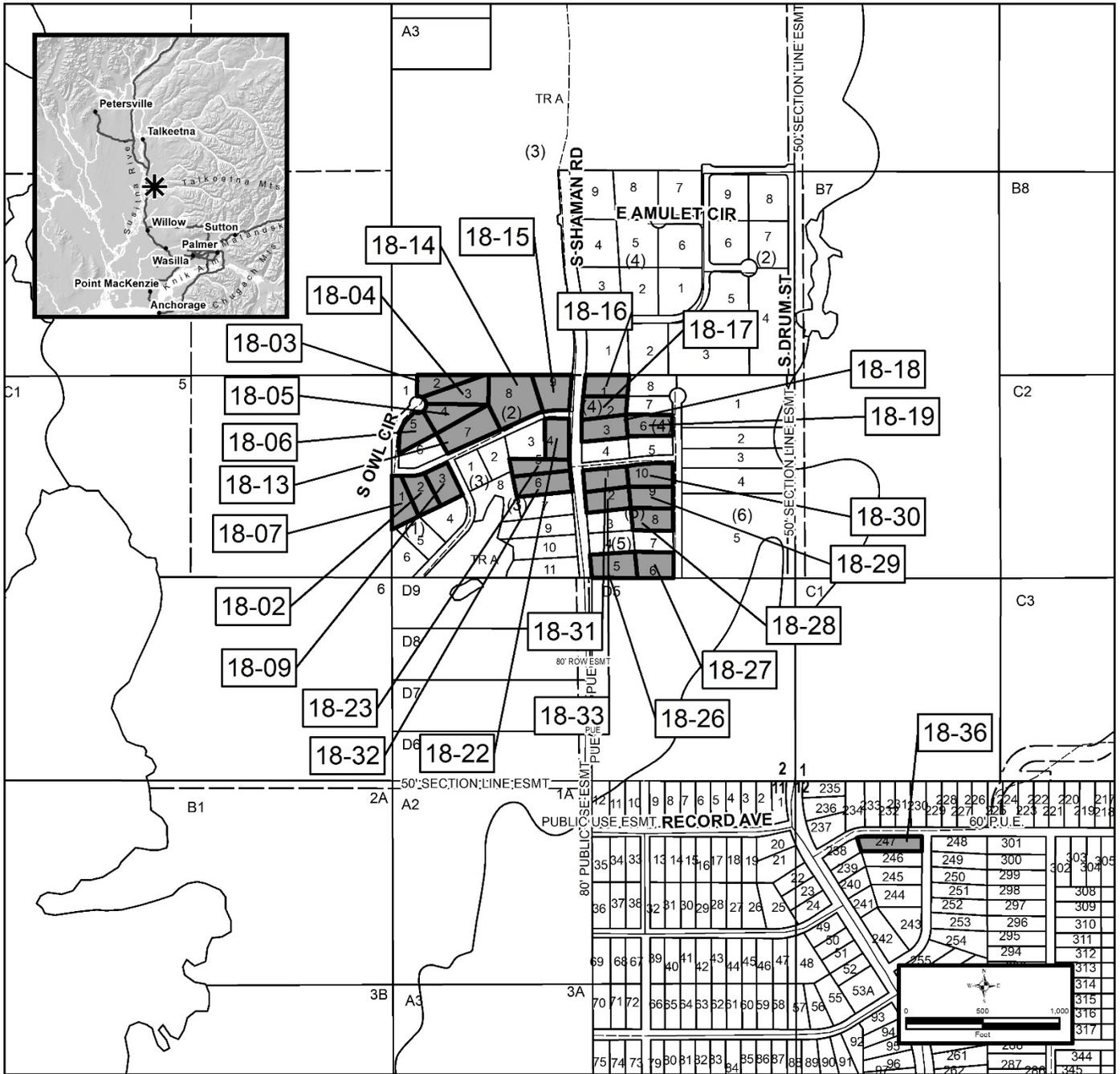
ACREAGE (APPROX): .92
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B04L001

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-17

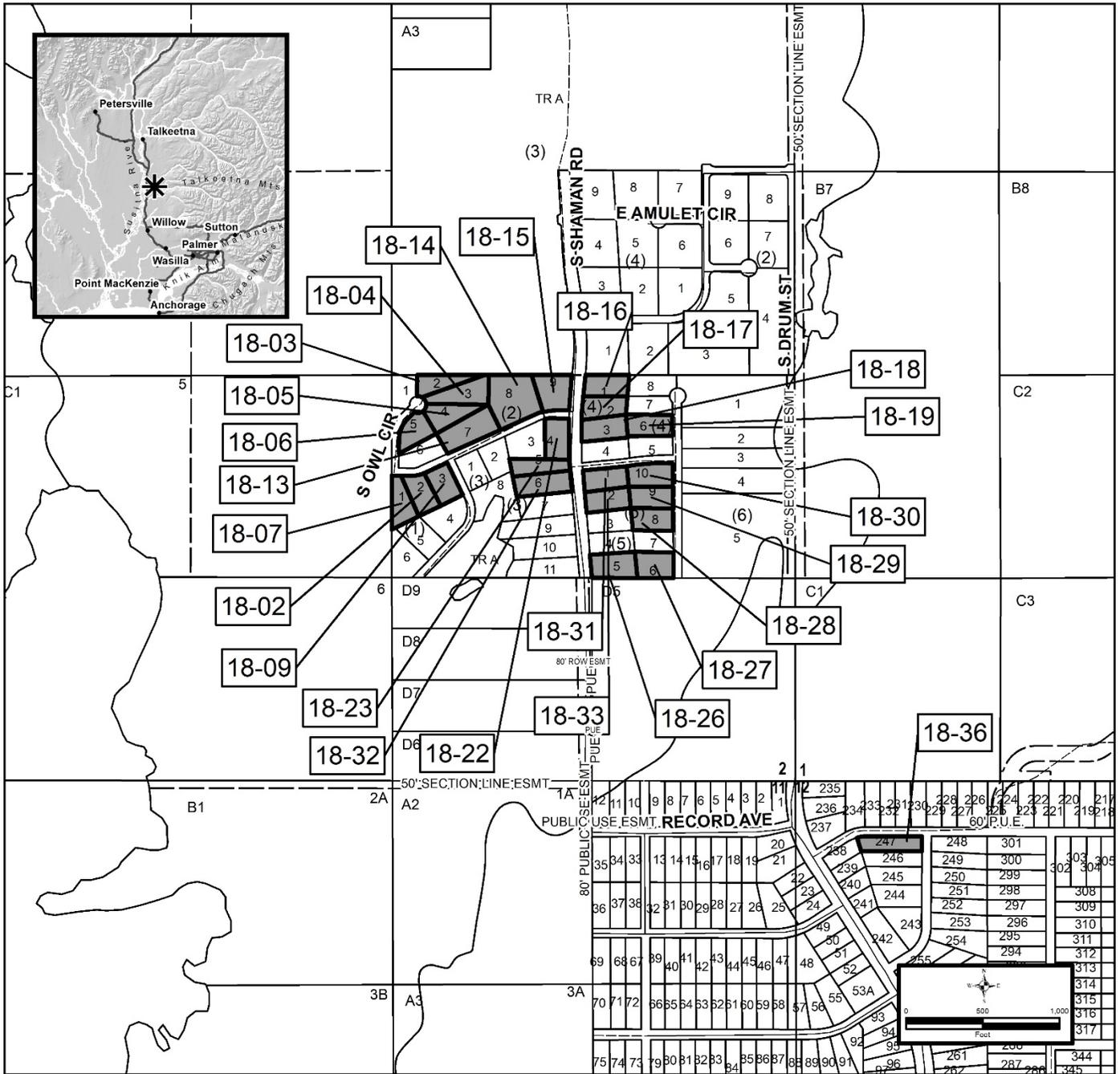
ACREAGE (APPROX): .92
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B04L002

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-18

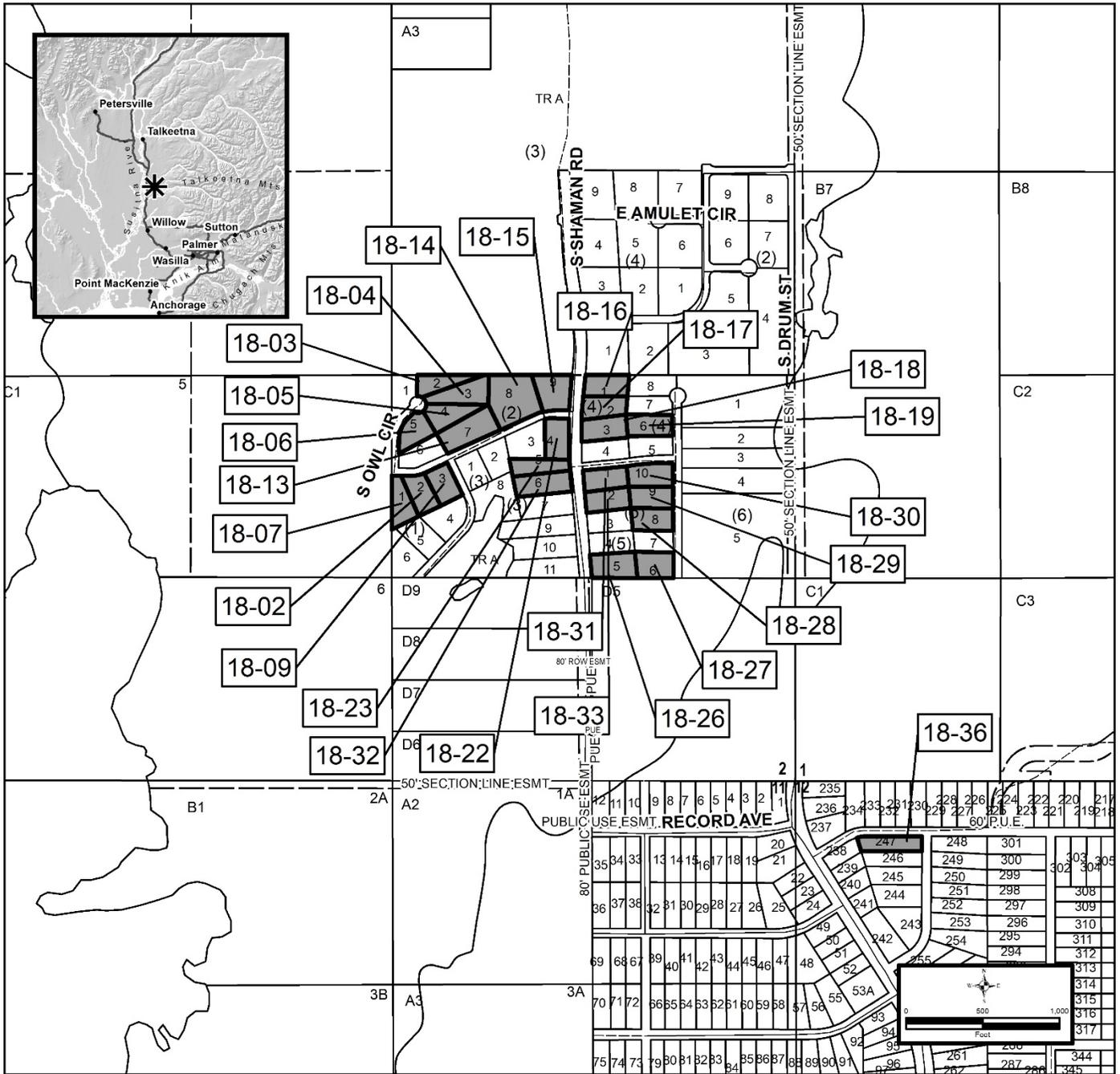
ACREAGE (APPROX): .92
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B04L003

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-19

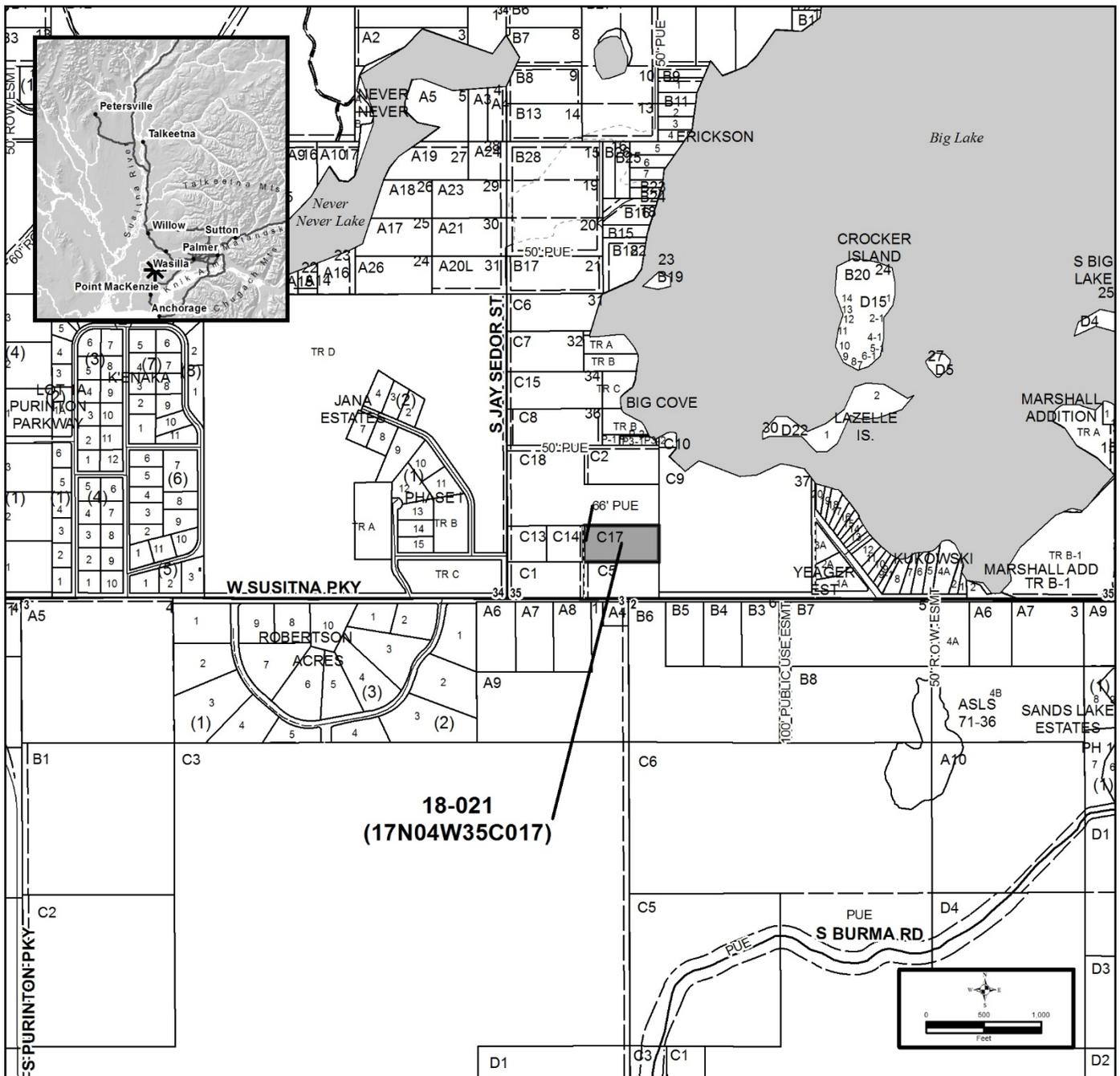
ACREAGE (APPROX): 1.02
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 3157B04L006

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-021

ACREAGE (+/-): 5.00

MSB MAP: LS 16

SUBD / TRS: T17N, R4W, Sec 35, S.M.

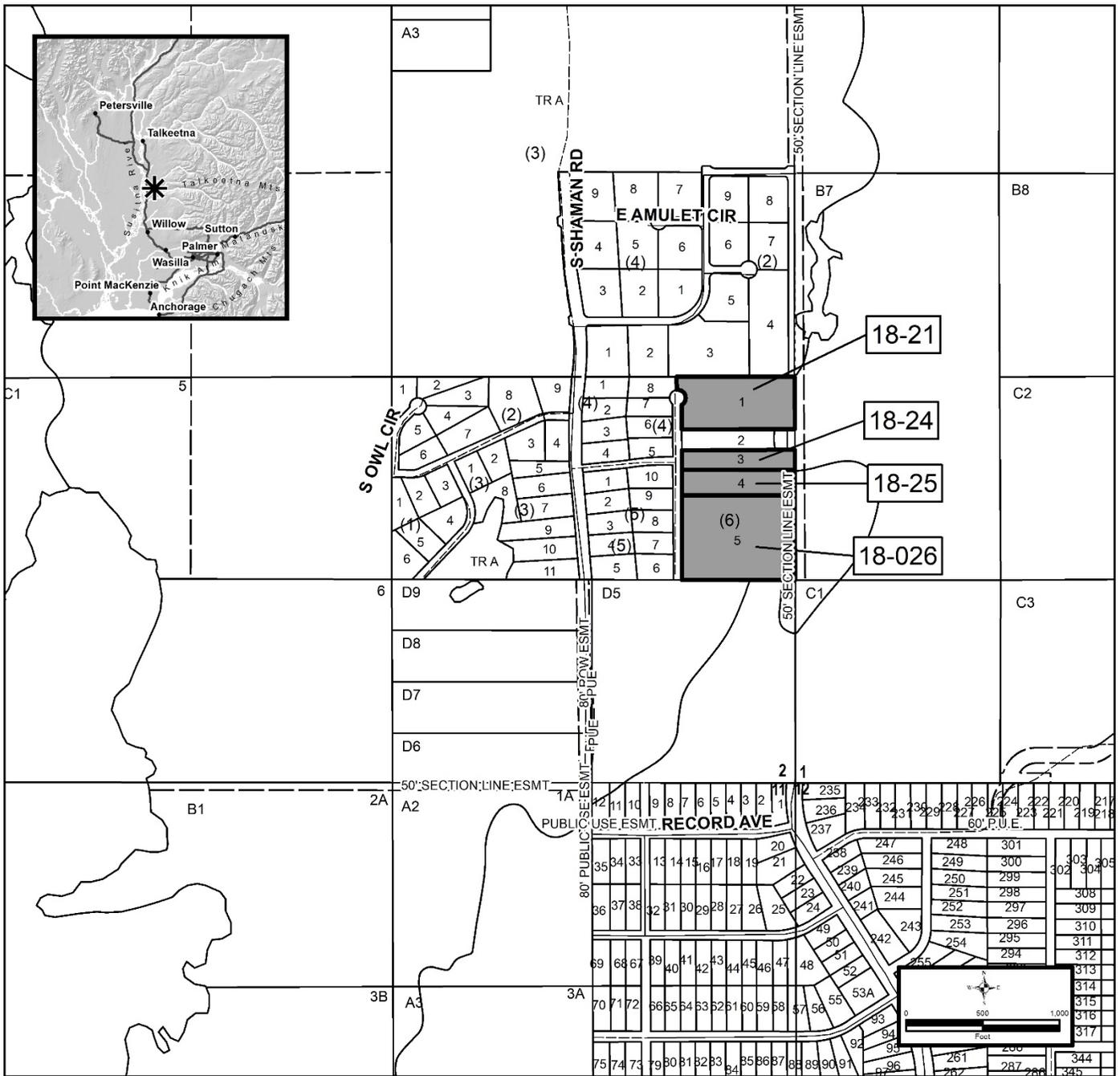
PURCHASE PRICE: \$40,000

MSB TAX ID: 17N04W35C017

ADDITIONAL CONDITIONS OF SALE: None.

COMMENTS:

ACCESS (B): Access from Susitna Parkway via the 66' wide public use easement running northerly through tax parcels C1, C5, C14 and C17. Access not constructed. Length from Susitna Pkwy to SW corner of Parcel 18-021 is approx. 330' and will require permit prior to construction within easement area.



PARCEL 18-21

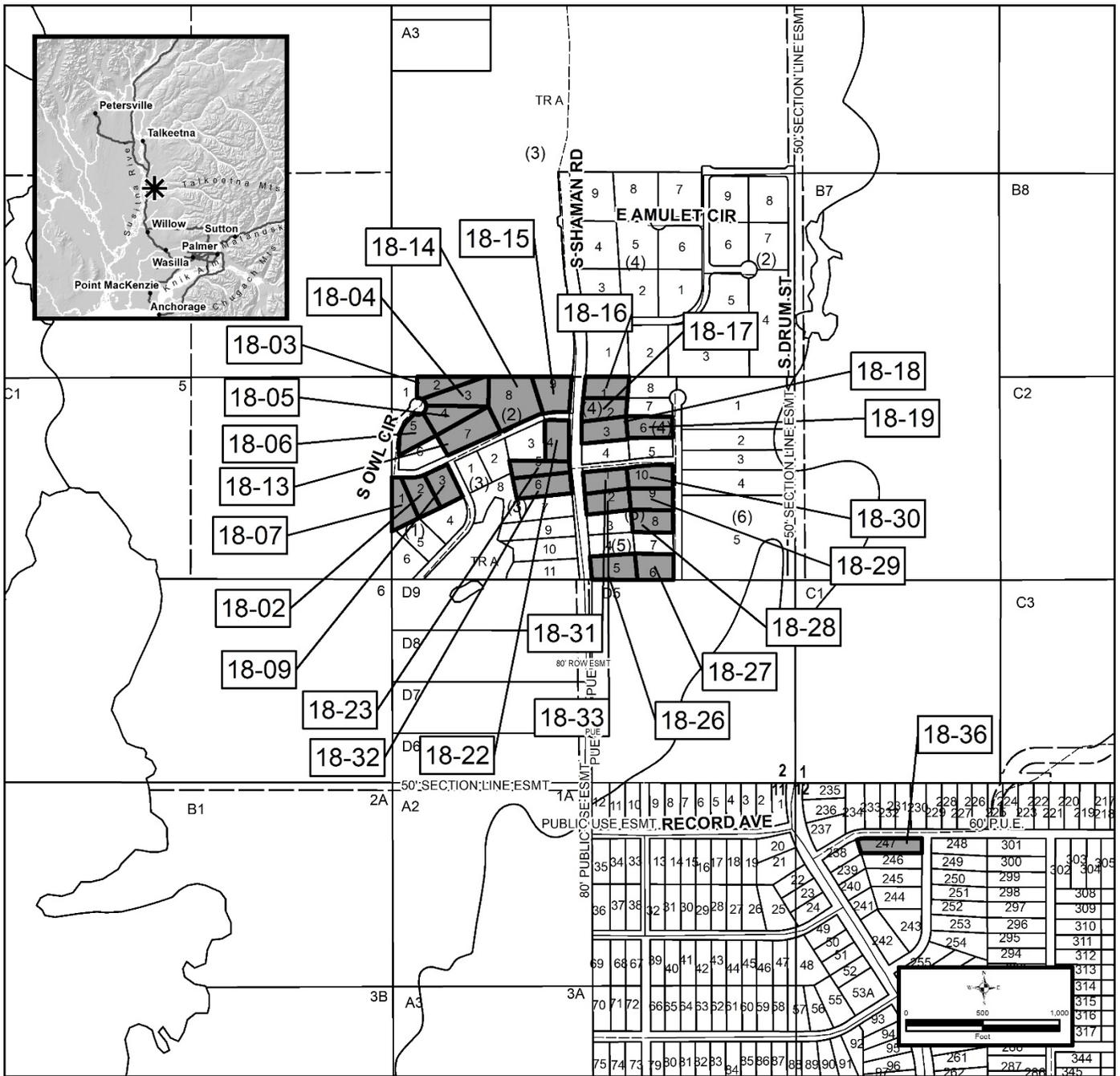
ACREAGE (APPROX): 6.05
MSB MAP No.: CA 01

PURCHASE PRICE: \$13,200
MSB TAX ID: 3157B06L001

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-22

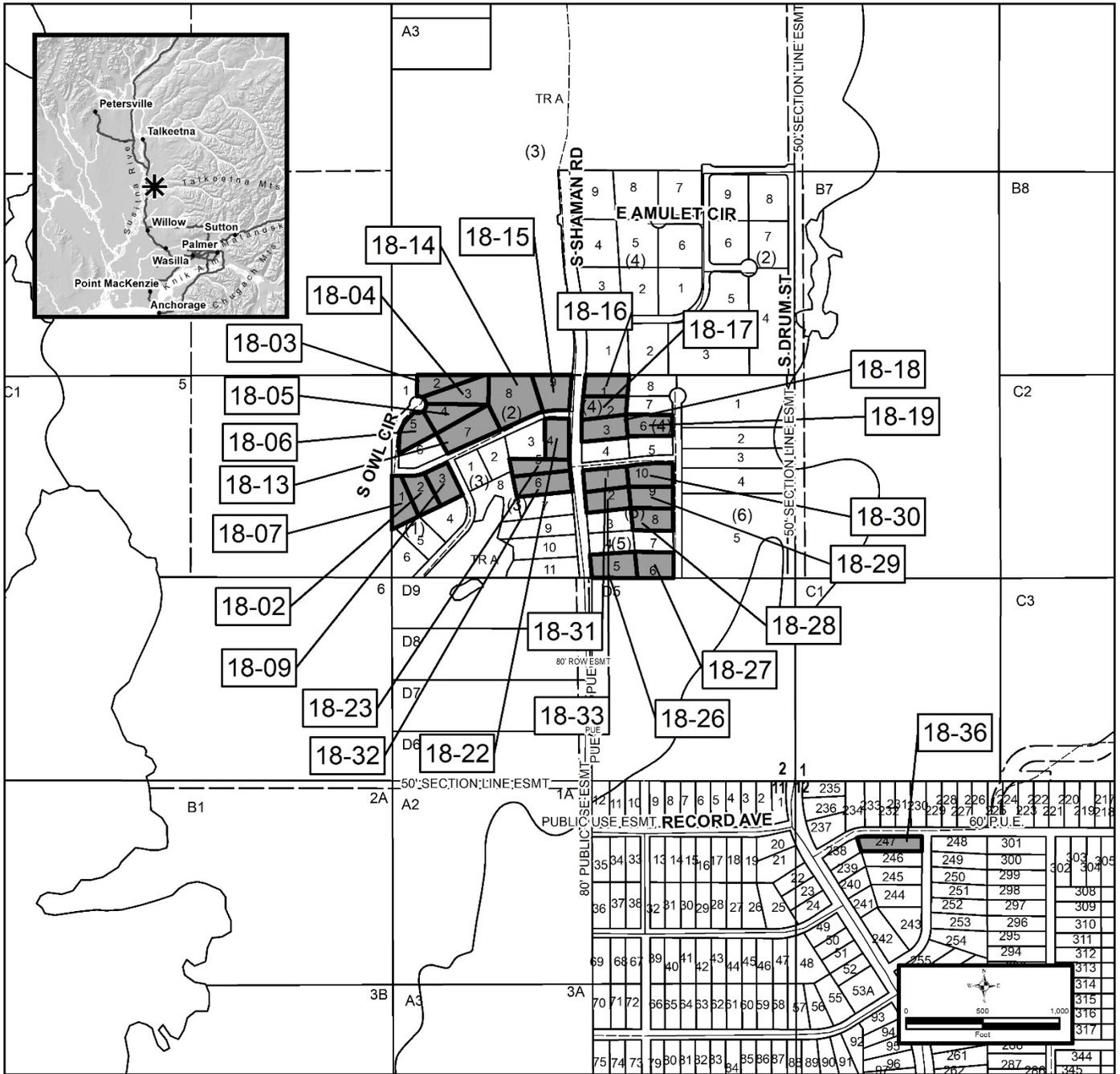
ACREAGE (APPROX): .96
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B03L004

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-23

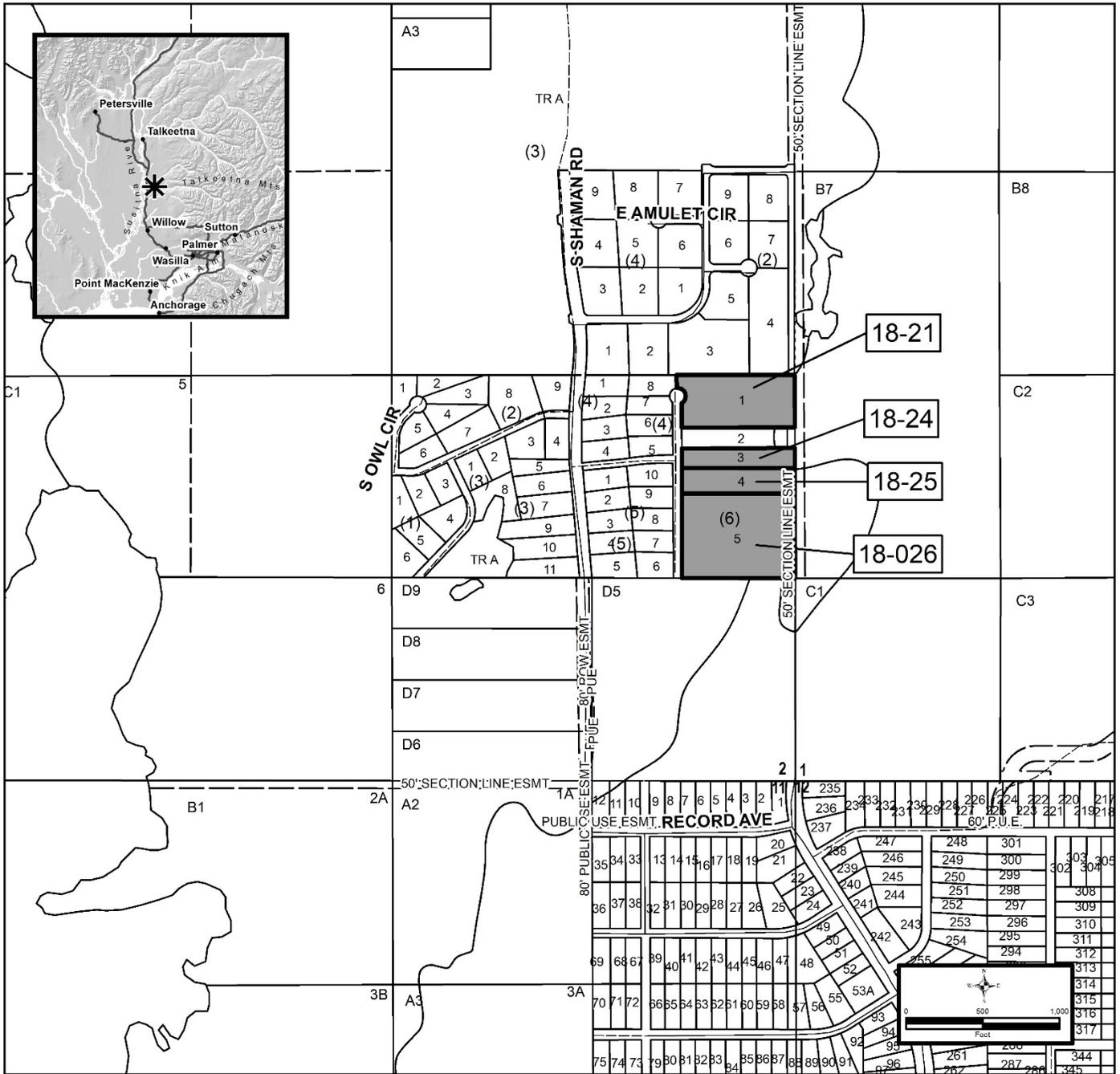
ACREAGE (APPROX): 1.13
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B03L005

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-24

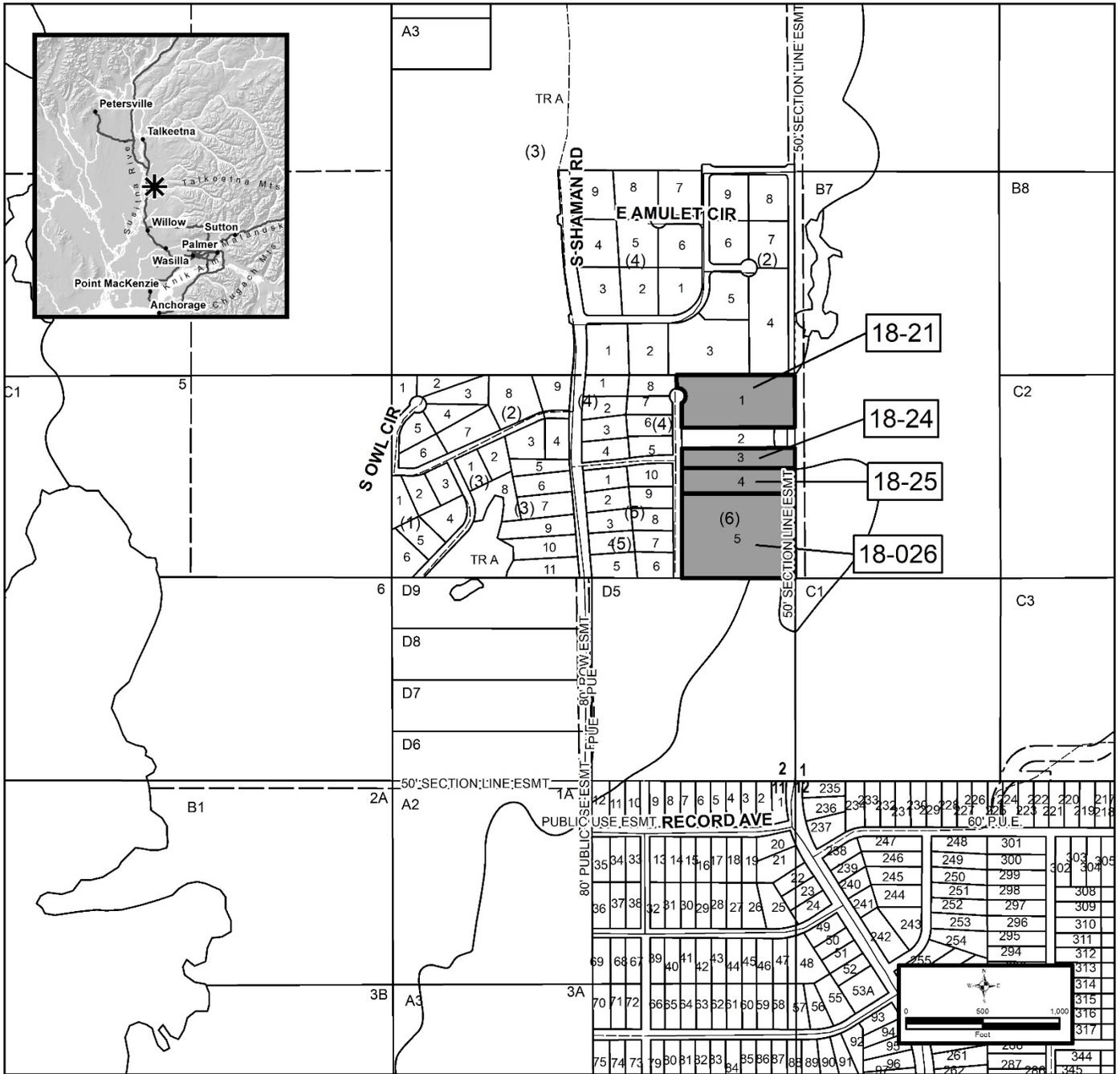
ACREAGE (APPROX): 2.29
MSB MAP No.: CA 01

PURCHASE PRICE: \$8,000
MSB TAX ID: 3157B06L003

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-25

ACREAGE (APPROX): 2.86

MSB MAP No.: CA 01

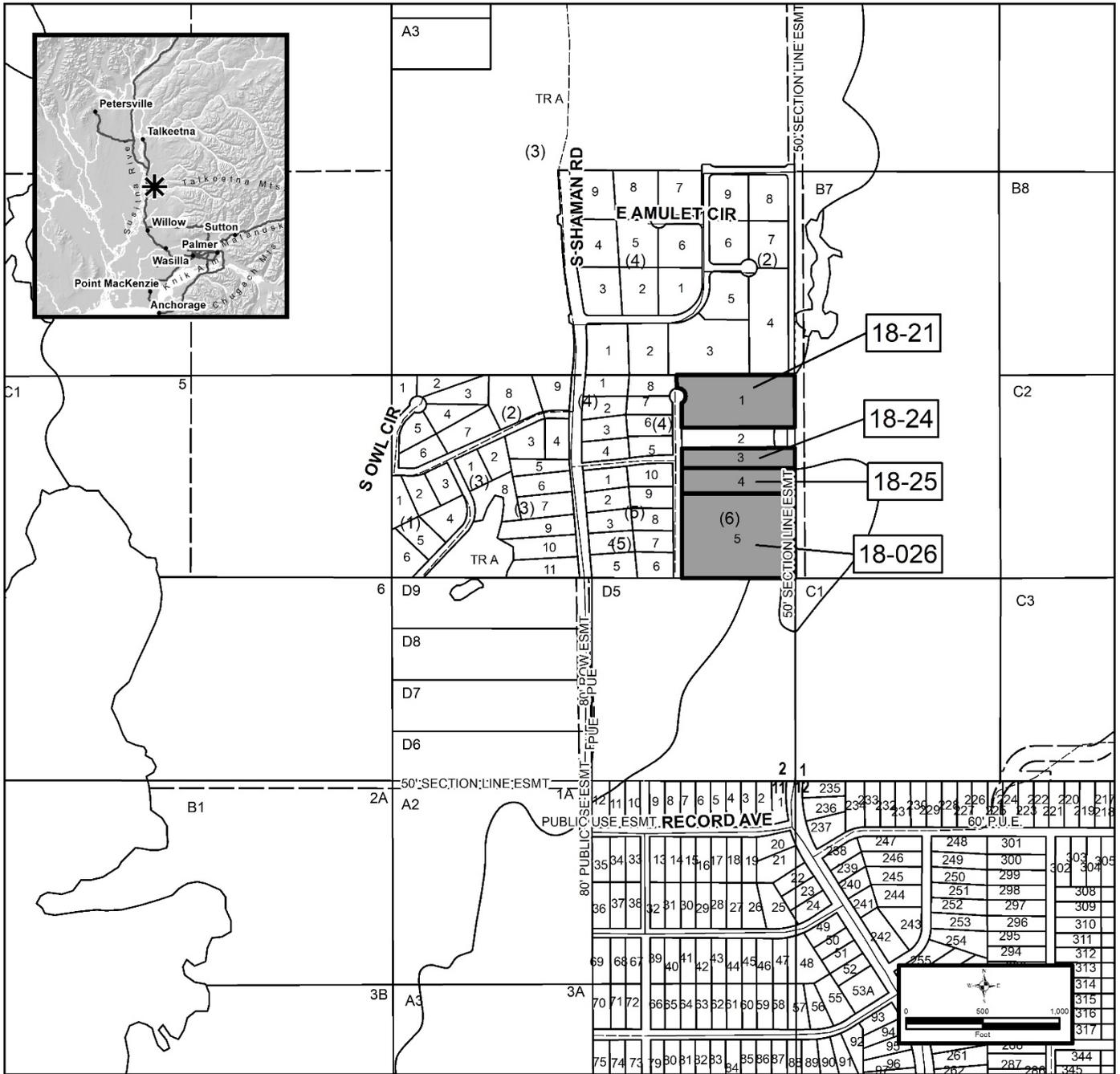
PURCHASE PRICE: \$7,100

MSB TAX ID: 3157B06L004

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-026

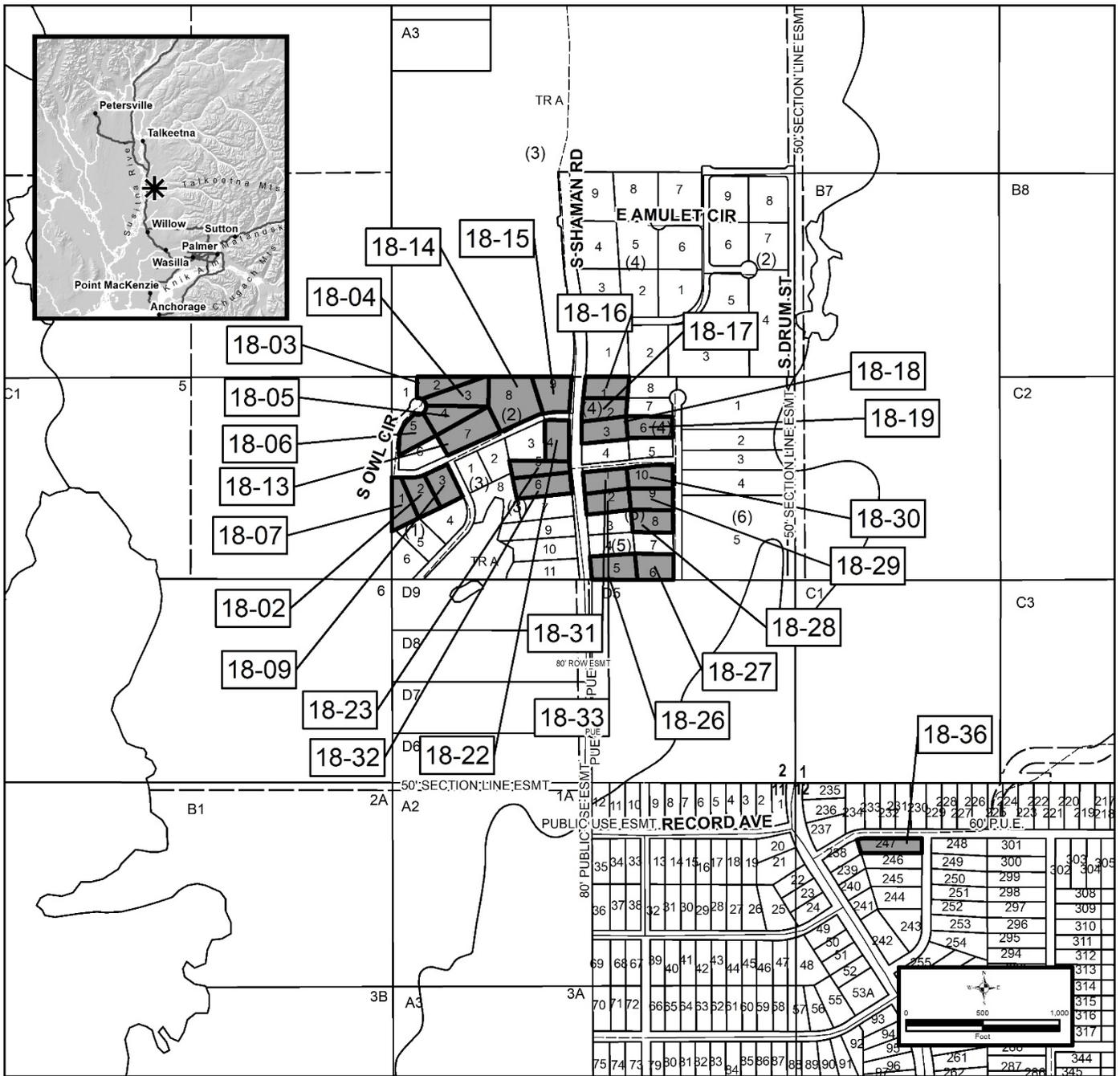
ACREAGE (APPROX): 9.42
MSB MAP No.: CA 01

PURCHASE PRICE: \$15,300
MSB TAX ID: 3157B06L005

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-26

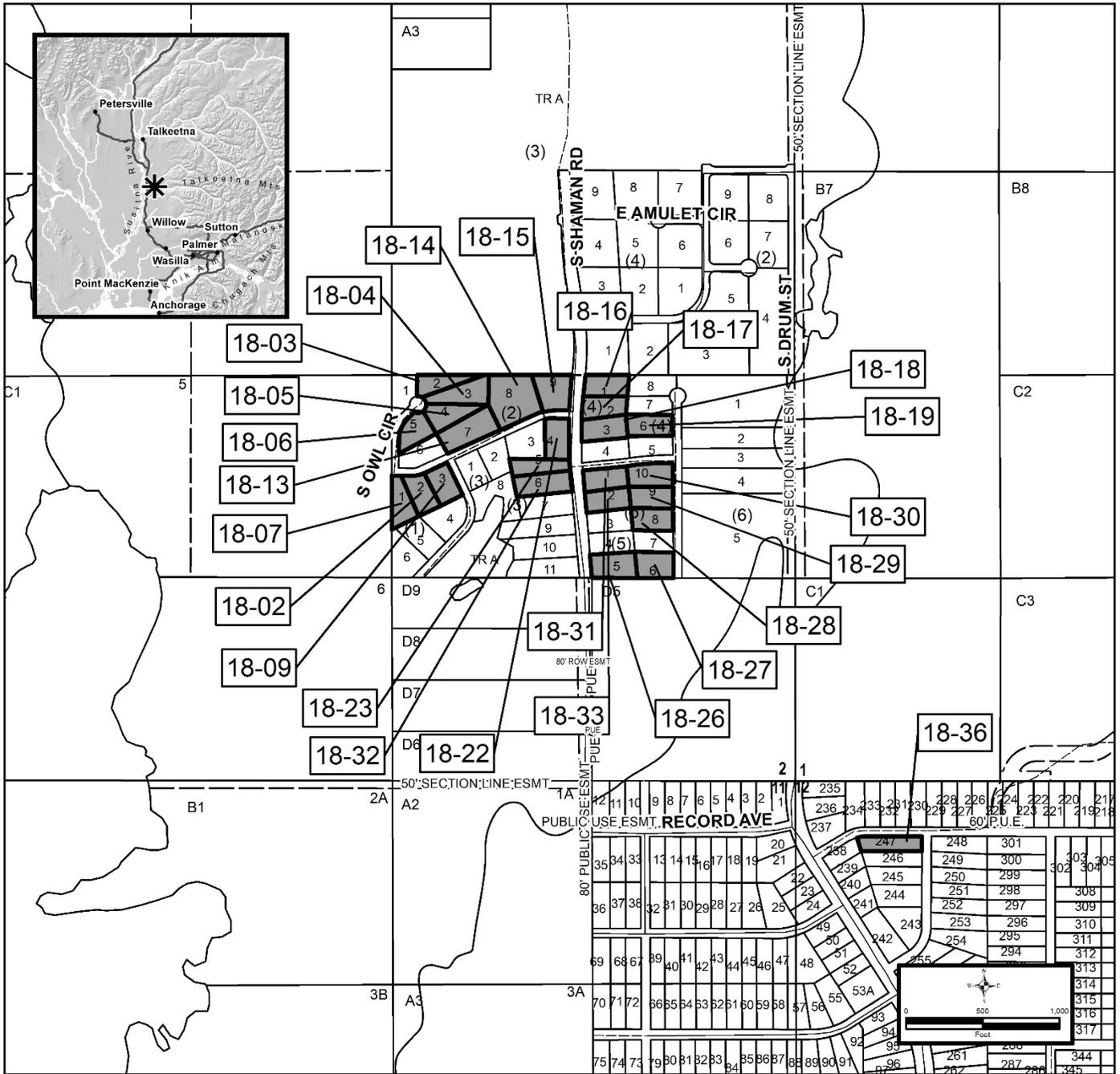
ACREAGE (APPROX): .98
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B05L005

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-27

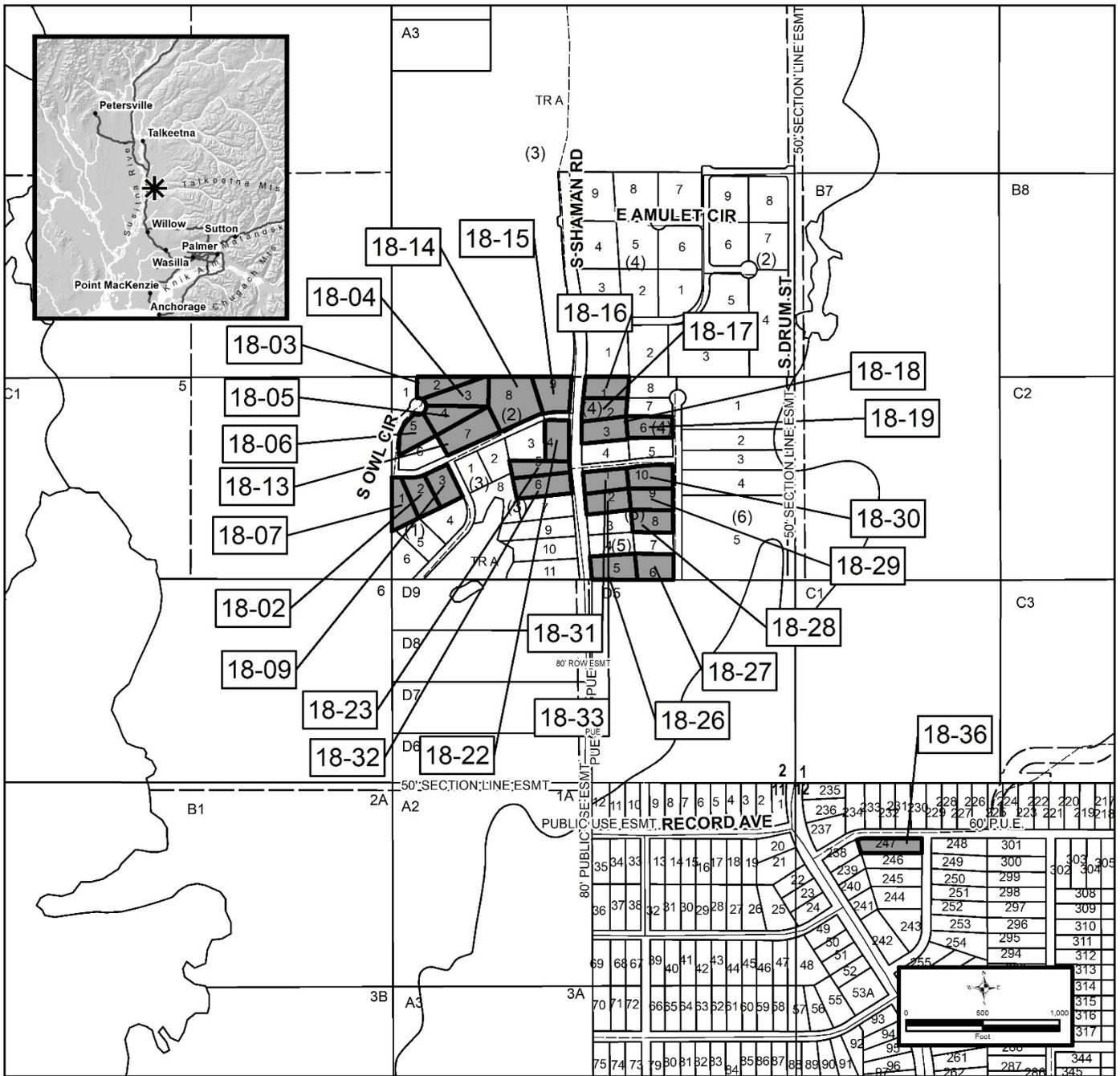
ACREAGE (APPROX): .98
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 3157B05L006

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-28

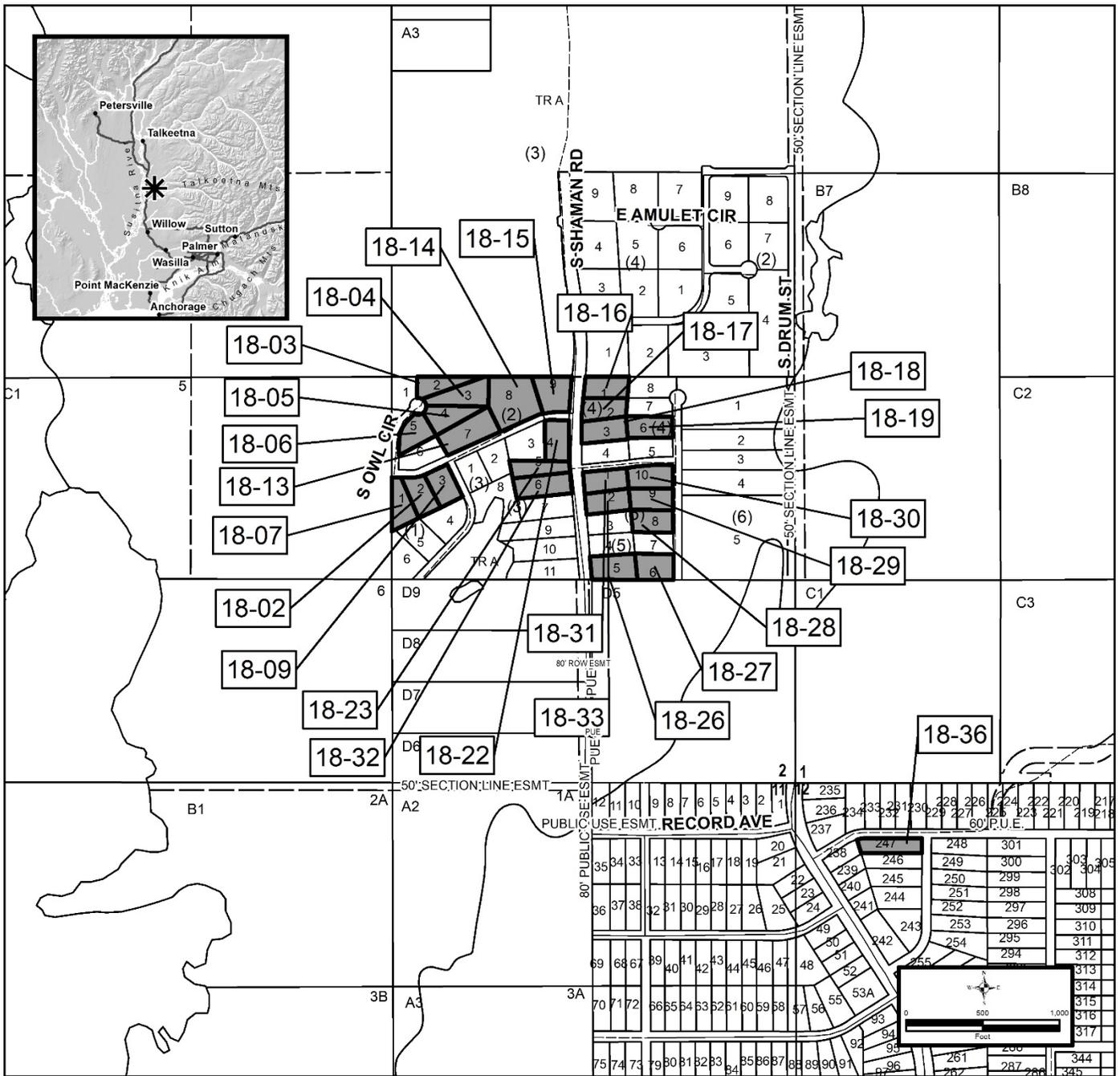
ACREAGE (APPROX): .97
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 3157B05L008

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-29

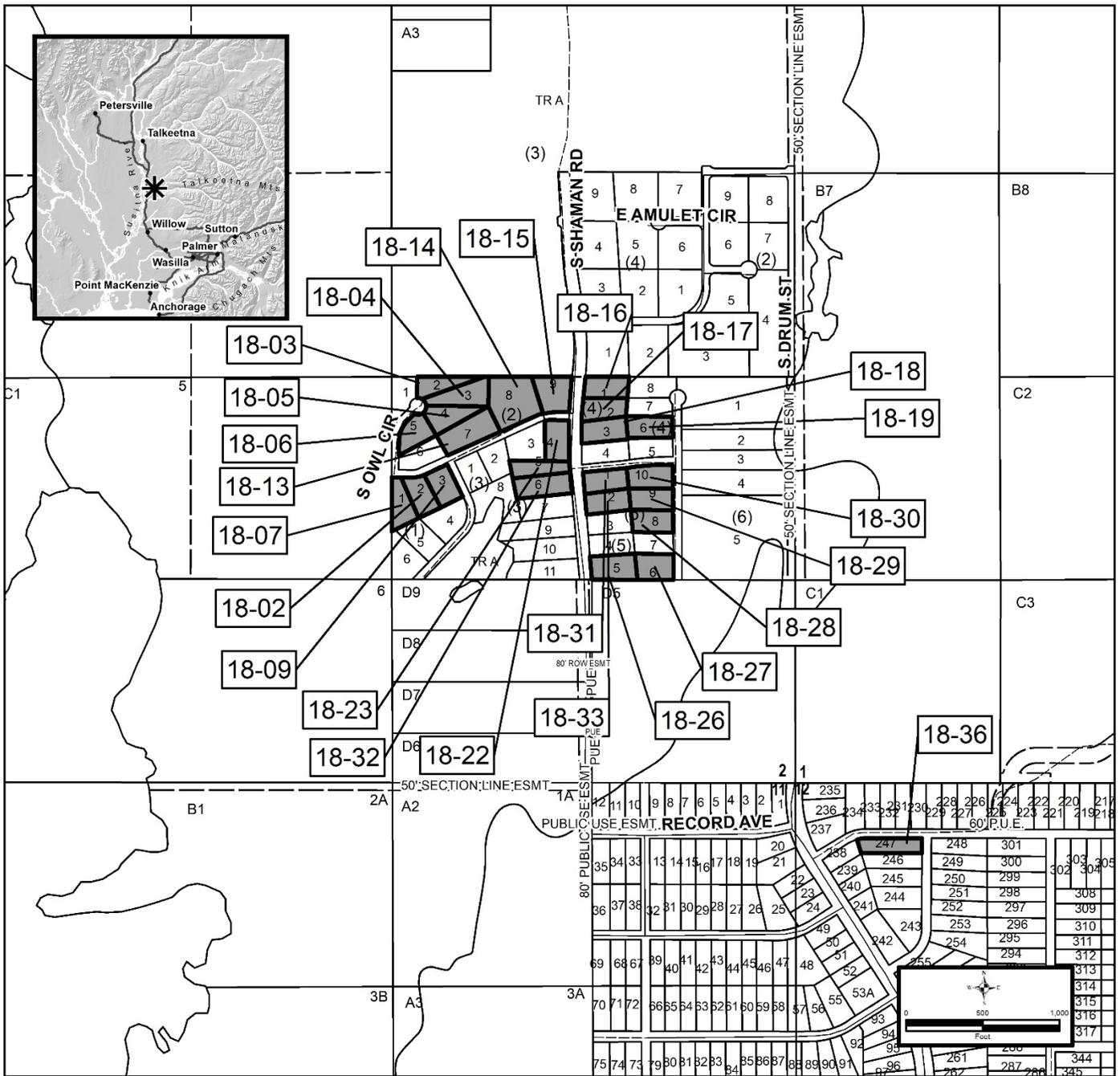
ACREAGE (APPROX): .98
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 3157B05L009

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-30

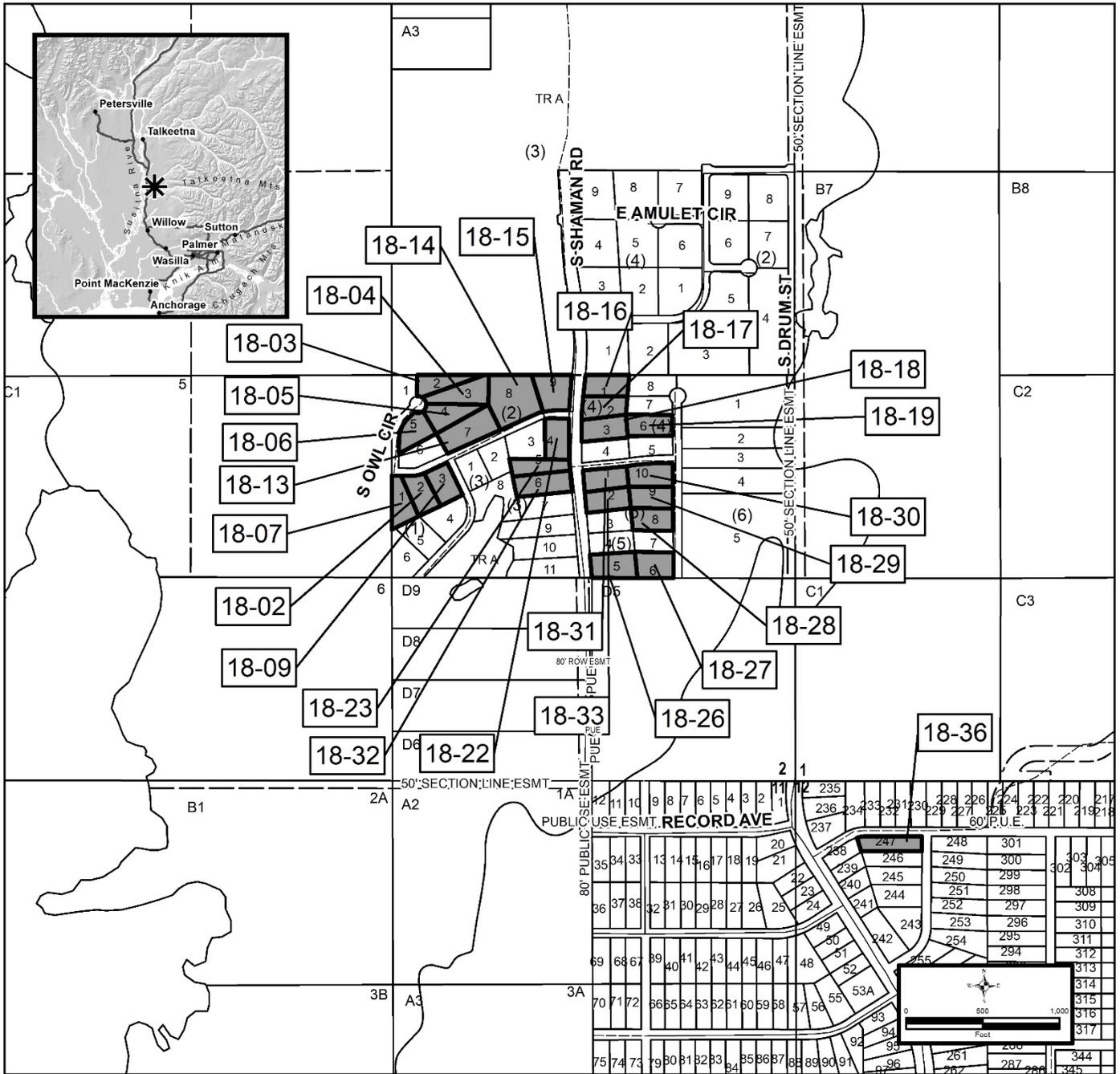
ACREAGE (APPROX): 1.11
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 3157B05L010

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-31

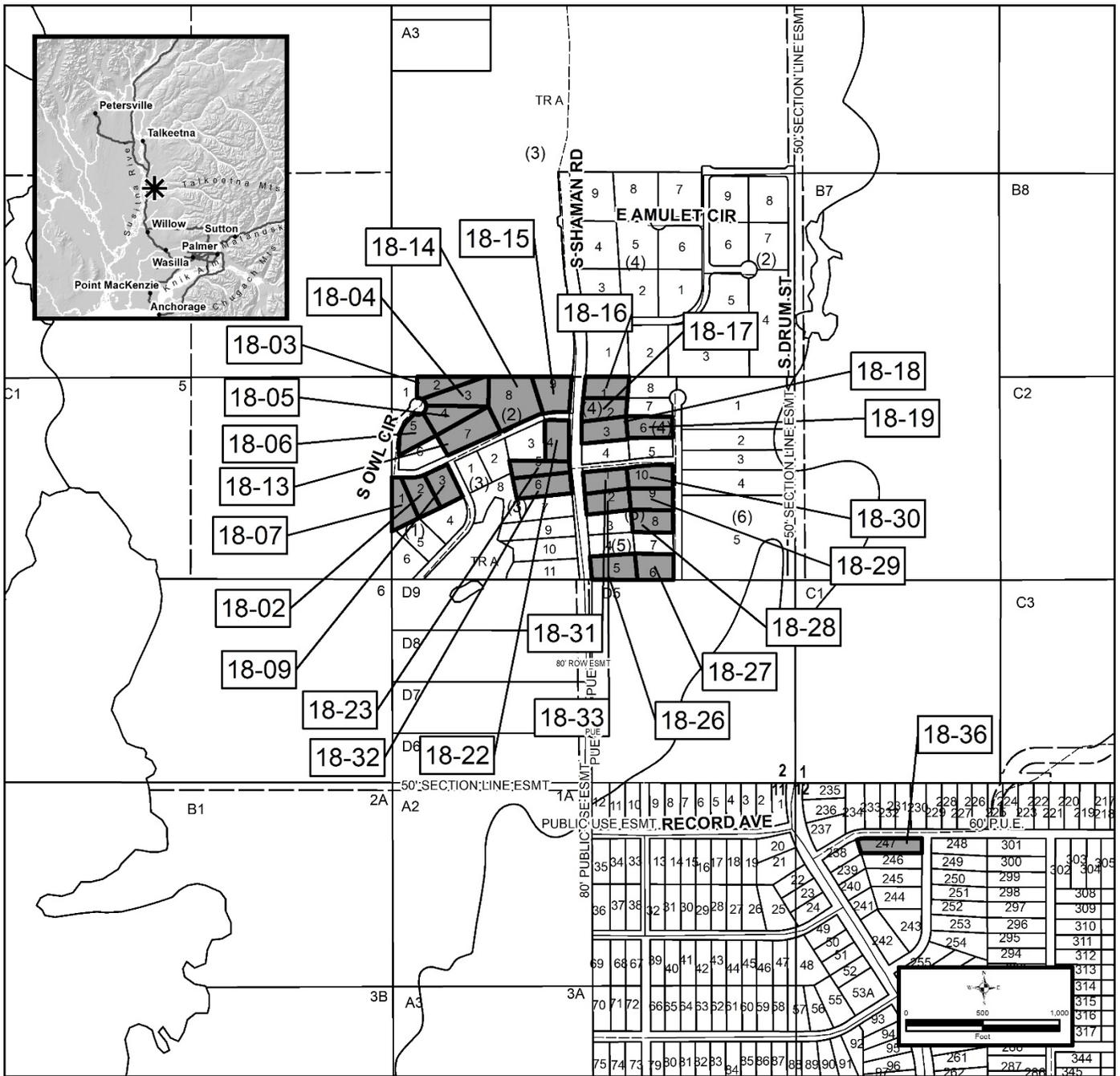
ACREAGE (APPROX): .93
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B05L001

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-32

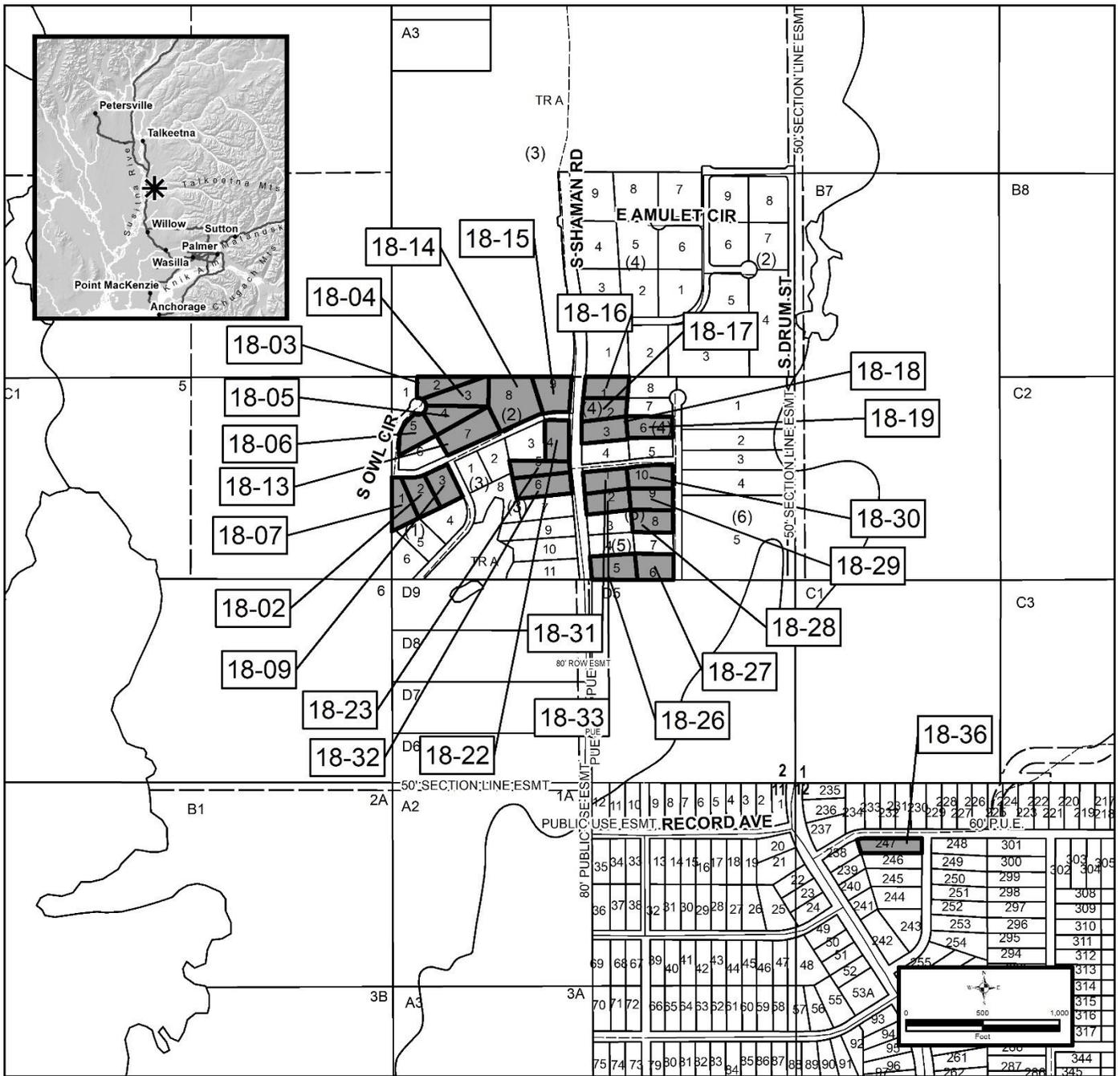
ACREAGE (APPROX): 1.17
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B03L006

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-33

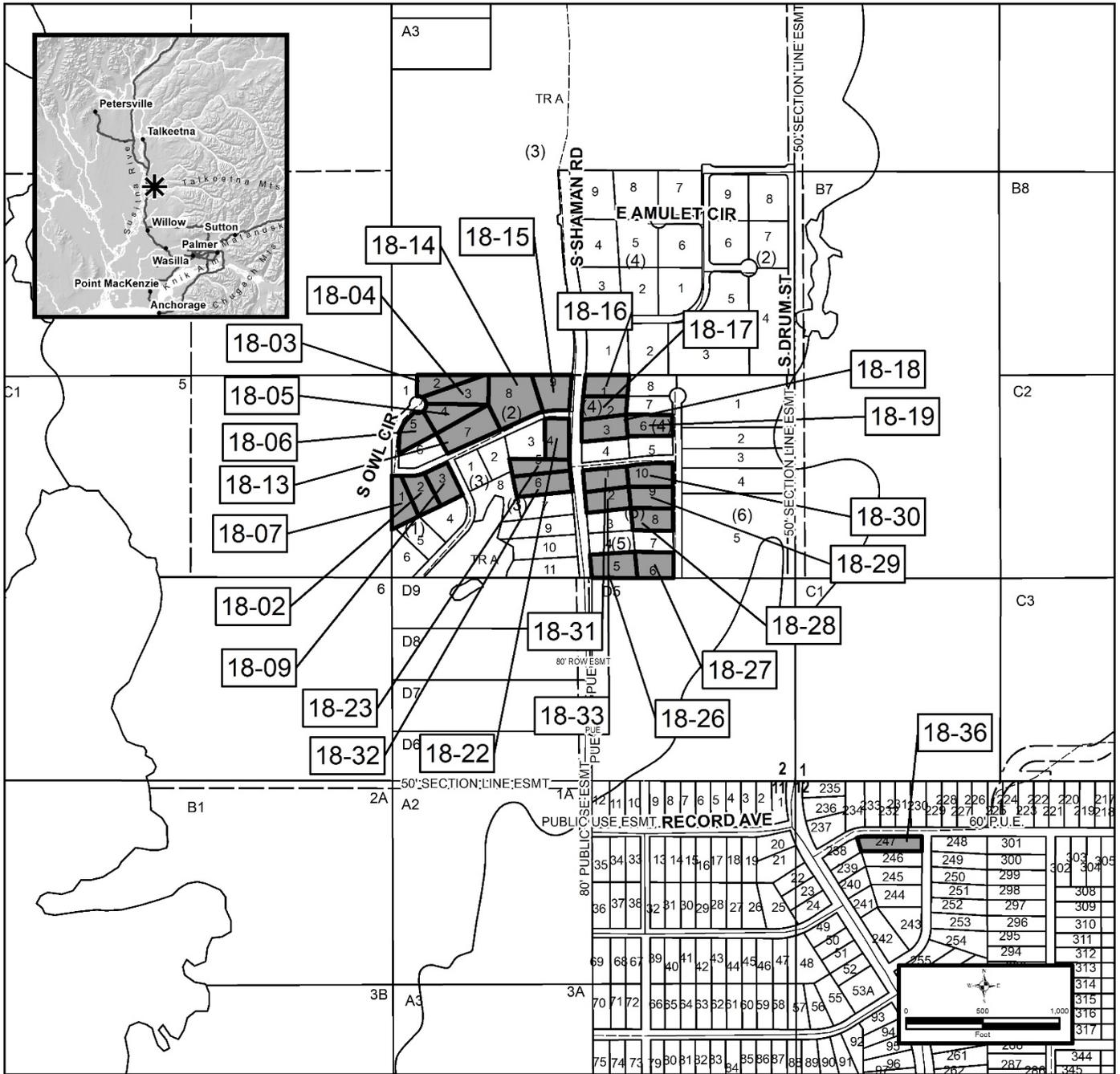
ACREAGE (APPROX): .92
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 2850B05L002

SUBD / TRS: T22N, R4W, Sec. 02, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Buckwoods Subdivision accessed through the north end of Caswell Lakes Subdivision, off approximate MP 87.8 Parks Hwy onto Hidden Hills Drive. Borough received title by Clerks Deed (tax Foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-36

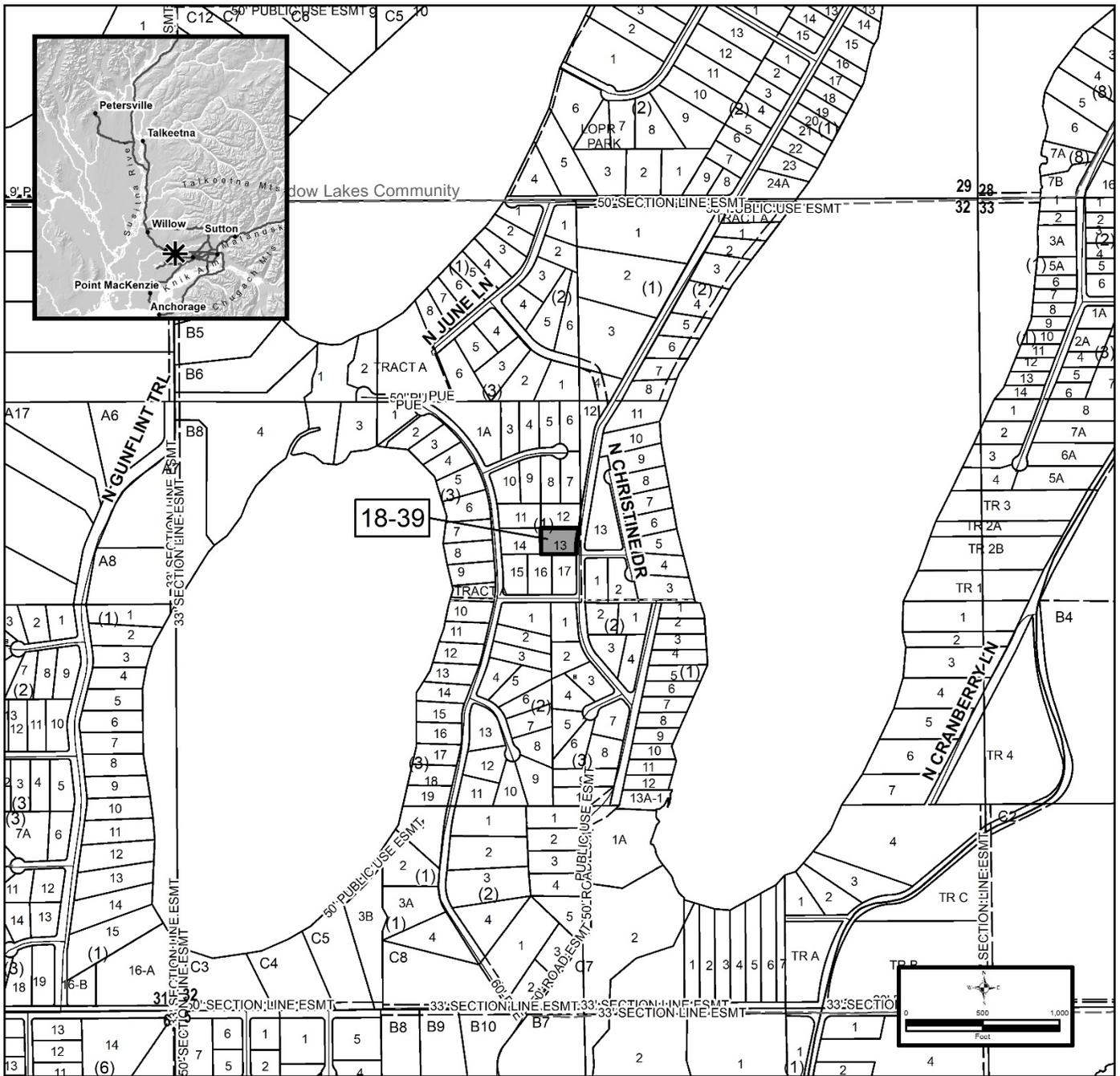
ACREAGE (APPROX): .94
MSB MAP No.: CA 01

PURCHASE PRICE: \$5,600
MSB TAX ID: 6070000L0247

SUBD / TRS: T22N, R4W, Sec. 12, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Caswell Lakes Subdivision accessed off approximate MP 87.8 Parks Hwy, Hidden Hills Rd, to Bendapole Rd to E. Trolling Avenue, north of Upper Caswell Lake. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished.



PARCEL 18-39

ACREAGE (APPROX): .92
MSB MAP No.: HO 07

PURCHASE PRICE: \$24,200
MSB TAX ID: 1270B01L013

SUBD / TRS: T18N, R2W, Sec. 32, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Lalen Lake Subdivision accessed off Meadow Lakes Drive, Wasilla. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished. Covenants, Conditions, and Restrictions (CCRs) recorded at BK 134, PG 186, Palmer Recording District.



PARCEL 18-40

ACREAGE (APPROX): .92

MSB MAP No.: HO 16

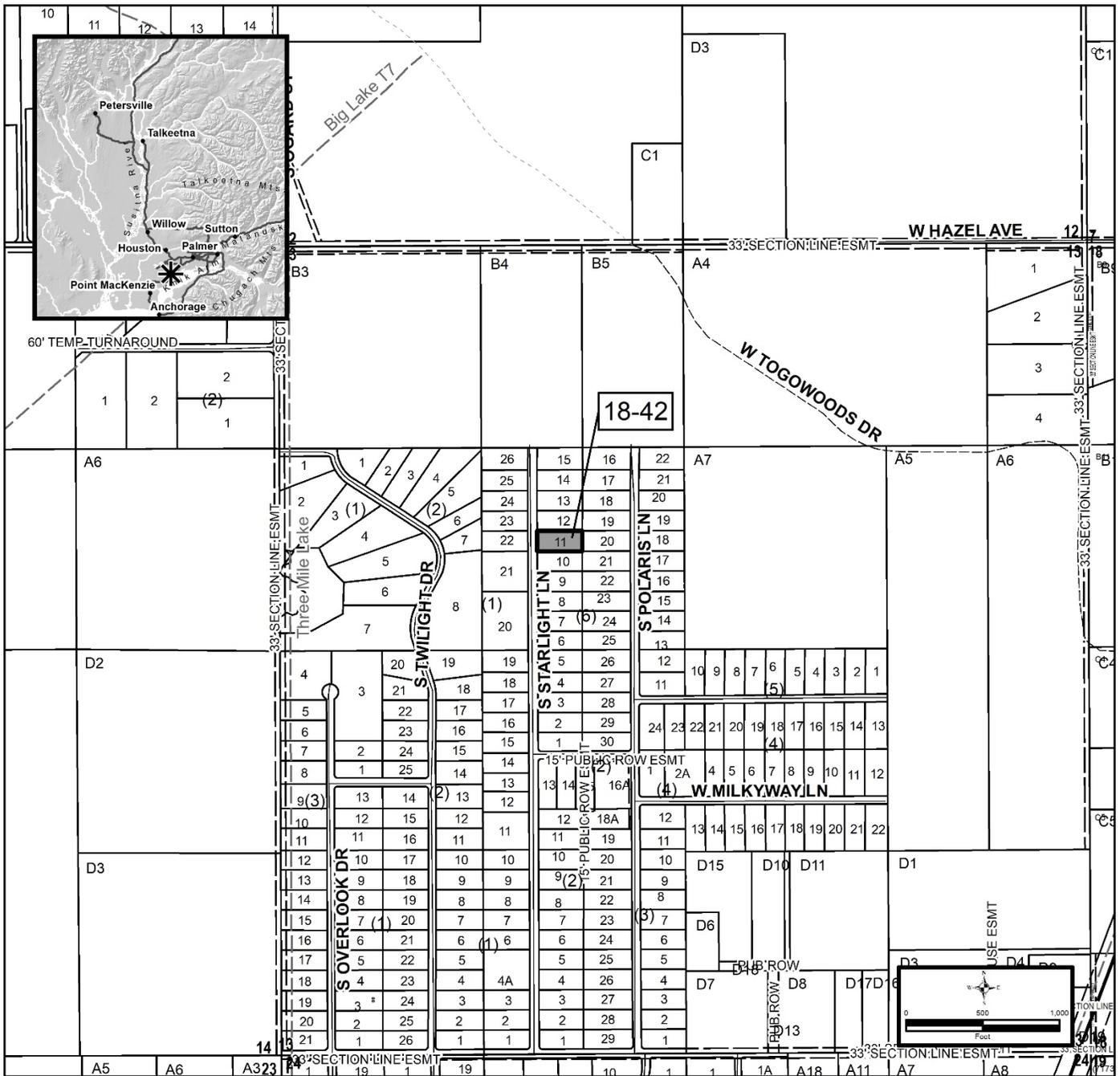
PURCHASE PRICE: \$19,200

MSB TAX ID: 6419B01L022

SUBD / TRS: T17N, R2W, Sec. 26, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Birch Harbor Estates Unit No. 1, accessed from Vine Road at approximate MP 6.5 KGB, Wasilla. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished. Covenants, Conditions, and Restrictions (CCRs) recorded at BK 83, PG 80, Palmer Recording District. Active Home Owners Association (HOA) with annual dues of \$30 (paid current through 2020).



PARCEL 18-42

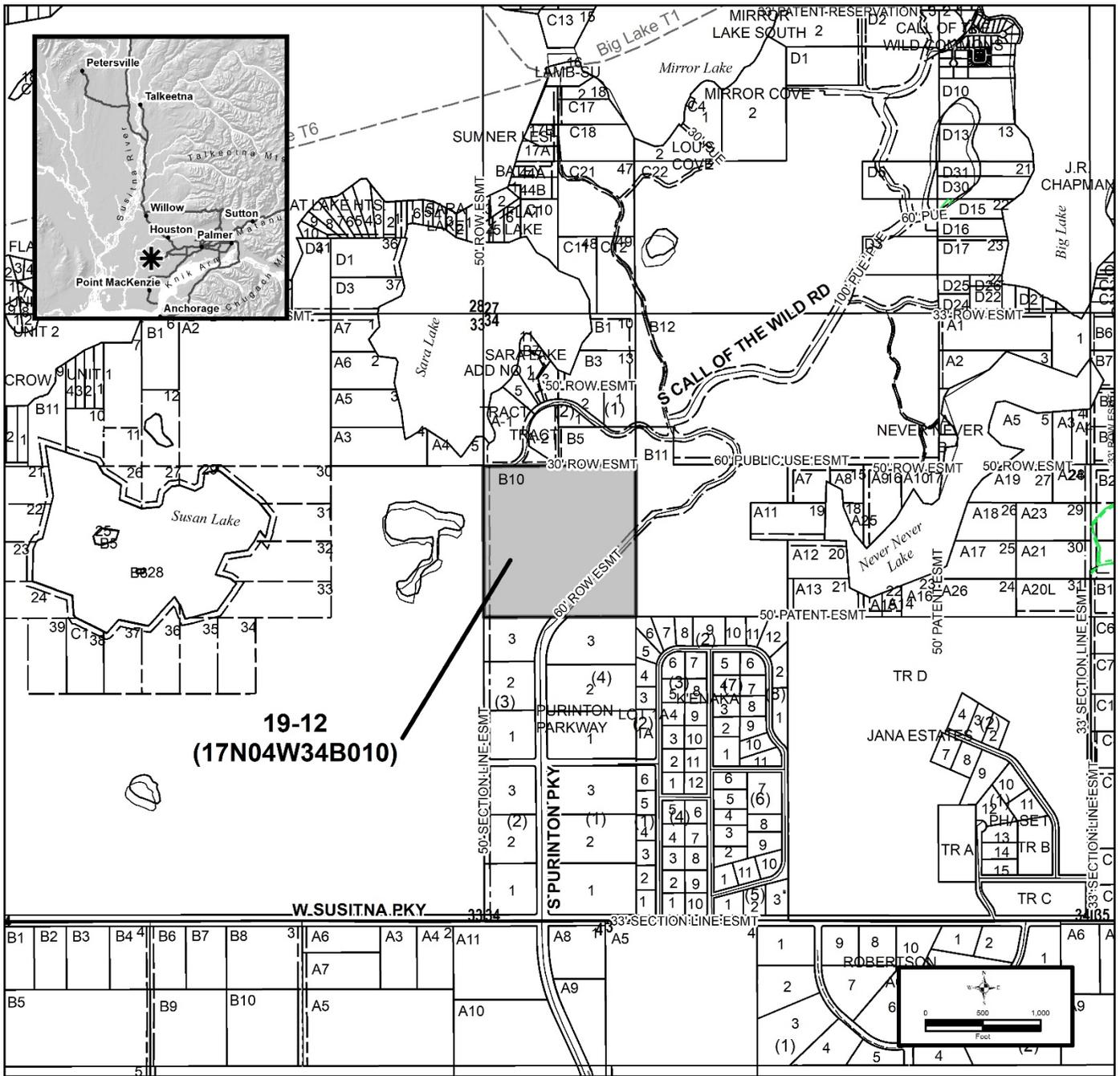
ACREAGE (APPROX): .92
MSB MAP No.: GB 01

PURCHASE PRICE: \$15,000
MSB TAX ID: 6540B06L011

SUBD / TRS: T16N, R3W, Sec. 13, S.M.

ADDITIONAL CONDITIONS OF SALE: None

COMMENTS: Access Type A. Skyline Heights Subdivision accessed off Horizon Drive between MP 12-13, KGB Road, Wasilla. Borough received title by Clerks Deed (tax foreclosure) and all re-purchase rights of former record owner are extinguished.



**19-12
(17N04W34B010)**

BID PARCEL No. 19-12

ACREAGE (APPROX): 40.00

MSB MAP No.: LS 16

PURCHASE PRICE: \$72,000

MSB TAX ID: 17N04W34B010

SUBD / TRS: T17N, R4W, Sec. 34, S.M.

ADDITIONAL CONDITIONS OF SALE: Reservation of 100' wide Public Use Easement over ADL 203037 (aka Purinton Parkway as constructed this date) and the north 30' for contiguous access to adjacent lands.

COMMENTS: Access A- see sale brochure for further information regarding access. Subject to 50' section line easement within west boundary of parcel.

CHECK LIST AND FORMS



www.matsugov.us

**Matanuska-Susitna Borough
2020 Over The Counter Land Sale
CHECK LIST**

The following checklist can be used as a guide to assist in submitting the required paperwork and should be used only after thoroughly reading the instructions in the brochure.

ALL FORMS MUST BE SUBMITTED WITH ORIGINAL SIGNATURE(S).

- I. Required Documents for each submittal. Form(s) may be photocopied for purpose of multiple submittals.

_____ Land Purchase Application (signed by all Purchasers) - one page

_____ Declaration of Intent – five pages

_____ Deposit as denoted in the brochure in U.S. Funds in the form of a U.S. postal money order, cashiers, or certified check, payable to the MSB.

- II. Additional Documents required if Purchaser is a business or an entity, including a partnership, LLC, corporation, association, trust or estate, or a person acting on the behalf of another individual or an entity.

_____ Proof of authority to sign on behalf of the Purchaser.

_____ Proof of authority to conduct business in Alaska and the MSB (business licenses).

- III. Additional Documents

_____ Non-Collusion Affidavit – one page (**this document is only required for MSB employees, borough elected officials or appointed officers, members of MSB Boards, Commissions, or Committees, or an immediate family member of such an individual associated with the borough).**)

**MATANUSKA-SUSITNA BOROUGH
COMMUNITY DEVELOPMENT DEPARTMENT – LAND AND RESOURCE MANAGEMENT DIVISION**

LAND PURCHASE APPLICATION

Please read all the information in the sale brochure before completing this form.
Please PRINT LEGIBLY when filling out this form and sign the certification below.

Name(s): _____

Authorized Agent (if any): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Telephone Number

Home/Message Telephone Number:

I hereby apply to purchase: Parcel # _____

The Declaration of Intent form that you sign is binding. Your down payment is non-refundable should you decide to cancel the contract of sale before the purchase is finalized and shall be forfeited as earnest money to the Matanuska-Susitna Borough.

By my signature below, I hereby certify that:

- I am 18 years of age or older, and
- I have checked for any errata or supplemental information related to this sale or parcel and accept the terms and conditions therein, and
- I have received a copy of the borough Privacy Policy, Page 5 of the Declaration of Intent form.

Signature: _____ Date: _____

Signature: _____ Date: _____

NOTE: This form must be filled out completely and submitted with an original signature, and all of the appropriate attachments and fees. Failure to do so may result in the rejection of your application. MSB Title 23 and approved policies and procedures authorize the manager to decide what information is needed to process an application for the sale or use of borough land and resources. Further information is available on Page 5 of the Declaration of Intent which contains the borough Privacy Policy. A person who is the subject of the information may challenge its accuracy or completeness by giving a written description of the challenged information, the changes needed to correct the information, and a name and address where the person can be reached.

DECLARATION OF INTENT

PURCHASER 1

Name

Social Security or Tax ID No. _____
Date of Birth

Address

City State Zip Code

Daytime Phone No.

Home or Message Phone No.

e-mail

Are you a U.S. citizen? Yes No

If you are not a U.S. citizen, you must provide your Alien Registration No. and submit a completed IRS form W8-BEN, available from IRS web site.

Alien Registration No.

PLEASE CHECK ONE:

Business (Do not check marital status)
 Trust (Do not check marital status)

Marital Status (check one)
 Single Person
 Married Person

Type of Tenancy (check one) (See explanation page 4)
 Husband and Wife as Tenants by the Entirety
 Other persons as Tenants in common
 Title taken individually

PURCHASER 2

Name

Social Security or Tax ID No. _____
Date of Birth

Address

City State Zip Code

Daytime Phone No.

Home or Message Phone No.

e-mail

Are you a U.S. citizen? Yes No

If you are not a U.S. citizen, you must provide your Alien Registration No. and submit a completed IRS form W8-BEN, available from IRS web site.

Alien Registration No.

PLEASE CHECK ONE:

Business (Do not check marital status)
 Trust (Do not check marital status)

Marital Status (check one)
 Single Person
 Married Person

Type of Tenancy (check one) (See explanation page 4)
 Husband and Wife as Tenants by the Entirety
 Other persons as Tenants in Common
 Title taken individually

DECLARATION OF INTENT

HOW TO PAY. Complete the **Cash** or **Terms** section for how you wish the transaction to be processed.

CASH:

Parcel Purchase Amount \$ _____

Down Payment \$ _____ (enclosed)

(Down Payment must be at least the minimum amount as stated in
Land Sale Brochure)

Remaining balance due at closing \$ _____

(Remaining balance does not include closing costs and fees)

TERMS:

Parcel Purchase Amount \$ _____

Down Payment \$ _____ (enclosed)

(Down Payment must be at least the minimum amount as stated in
Land Sale Brochure)

Remaining balance due at closing \$ _____

(Remaining balance does not include closing costs and fees)

The “remaining balance due at closing” above only reflects the balance due on the actual purchase price itself. Closing costs and fees are separate from this amount and will be provided and added prior to closing. Terms option will be closed through a title company. Cash purchases will be closed at the MSB Land Management Division.

This Declaration of Intent is part of the offer to purchase on behalf of the person(s) listed on this form as Purchasers. In the event that the Matanuska-Susitna Borough agrees to accept the offer to purchase, under the Terms option of borough financing, the person(s) signing agrees that (he/she/they) shall not: a) cut or remove timber from the parcel except for personal use on the property, b) subdivide this parcel, c) transfer or attempt to transfer ownership of this parcel without prior written approval from the Matanuska-Susitna Borough until such time as the Deed of Trust is paid in full. Such unauthorized cutting, subdivision or transfer is prohibited and will be prosecuted in accordance with all applicable law.

By signing below, I/we the Purchaser(s), certify that I/we understand and accept the conditions of title as explained above.

_____/_____
Signature, Purchaser 1 / Date

_____/_____
Signature, Purchaser 2 / Date

***This Declaration of Intent may be copied as necessary for submittal(s). Each applicant must provide all requested information, and fees in appropriate form, and original signatures.**

DECLARATION OF INTENT

APPLICANT QUALIFICATION STATEMENT FOR PURCHASERS

I/We do hereby swear and affirm, as the applicant that I/We:

- am/are a legally competent person under the laws of the State of Alaska; and
- have not failed to pay a deposit or payment due to the Borough in relation to borough-owned real property in the previous five (5) years; and
- am/are not currently in breach or default for any contract or lease of real property in which the Borough has an interest, and
- have not failed to perform under a contract or lease involving borough-owned real property in the previous five (5) years and the Borough has not acted to terminate or initiate legal action regarding a contract or lease between myself and the Borough; and
- am/are not delinquent in any tax payment to or contract with the Borough; and
- The information contained herein is true to the best of my/our knowledge and belief.

Purchaser signature	Date

Purchaser signature	Date

Applicant qualification statement must be completed by each individual applicant. Attach additional statements as needed.

MSB ACCEPTANCE BY:	Date:
Land and Resource Management Division	

DECLARATION OF INTENT

DECLARATION OF INTENT INSTRUCTIONS AND DEFINITIONS

NAME(S) PROVIDED ON PAGE 1, MUST BE YOUR FULL LEGAL NAME AS IT APPEARS ON YOUR DRIVER'S LICENSE. THE CONTRACT AND CONVEYANCE DOCUMENTS WILL BE ISSUED EXACTLY AS YOUR NAME APPEARS ON PAGE 1.

- Copy and submit additional copies of Application if more than two parties are to be part of the contract or title documents.
- Organizations such as Limited Liability Companies or Corporations are not individuals and are not required to disclose the marital status of the partners.
- It is the purchaser's responsibility to notify the Borough of any changes in your mailing address, phone number, or email. Address changes must be received in writing and signed by the primary purchaser to be considered valid. When a valid change of address form or a written letter is submitted by the customer, the contact address on our case file will be changed. To obtain an address change form, you may contact MSB Land Management Division at 907-861-7869.

"TYPE OF TENANCY" and "TITLE TAKEN" EXPLANATIONS

Husband and wife, as tenants by the entirety: This is only available for married persons, e.g., "John Q. Smith and Deborah R. Smith, **husband and wife, as tenants by the entirety**". The law presumes tenancy by the entirety for a husband and wife unless it is expressly declared otherwise. (AS 34.15.110)

Other persons as tenants in common: Those persons who wish to purchase property together can do so as tenants in common. It is possible for each person to have a different marital status. This example illustrates a possible combination, e.g., "William P. Jones, a married person, Sandra S. Smith, a single person, and Andrew X. Read and Barbara A. Read, husband and wife; **tenants in common.**" There is no right of survivorship for the tenants under this type of tenancy.

Title taken individually: If an application has just one purchaser, whether single or married, that person would select this option.

It may be advisable to seek the services of an attorney or accountant if you have concerns about how your estate and property are affected by the above types of tenancy.

**DECLARATION OF INTENT
MATANUSKA-SUSITNA BOROUGH
Privacy Policy Notice**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, the borough is providing you with this document which notifies you of the privacy policies and practices of Matanuska-Susitna Borough, a municipal corporation, organized and existing under the laws of the state of Alaska.

The borough may collect nonpublic personal information about you from the following sources when processing a request to purchase, lease or otherwise contract to use borough-owned land and resources:

Information it receives from you such as completed applications; income-expense, asset-liability and operating statements; income tax returns; rental and leasing agreements; contracts related to your income and expenses; and employment information and verification.

Information about your transactions with the borough that it secures from its own files, including any department or division of the borough.

Information it receives from credit or consumer reporting agency.

Information it receives from others involved with you or your transaction, such as partners, business associates, title company and escrow company representatives, real estate agents, surveyors, appraisers, contract collection agents, or lenders.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

The borough, as a governmental entity, is required by law to meet certain public information statutes. The borough does not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted or required to by law. The Matanuska-Susitna Borough code provides the following:

MSB 1.50.030(B) in part states that "information shall be released, providing its release does not conflict with the privacy rights of ordinary citizens."

MSB 1.50.040(A) in part states that "This chapter shall not be construed to require disclosure of: (2) personnel, payroll or medical files, or other files which reveal the financial or medical status of any specific individual, the release of which would constitute an unwarranted invasion of privacy.... (7) proprietary information which a manufacturer, consultant or provider reasonably requires to be kept privileged or confidential to protect the property interest or persons or entities providing the information or data; (10) personal information other than name and address given to the borough with the legitimate expectation of privacy in conjunction with licenses, permits, or other borough services."

The borough restricts access to nonpublic personal information about you to those employees who need to know that information to process your requests and provide you with associated services. The borough maintains physical, electronic, and procedural safeguards to guard your nonpublic personal information.

NON-COLLUSION AFFIDAVIT

STATE OF ALASKA)
)ss.
Third Judicial District)

I, _____, being duly sworn, do depose and state:

That I, as an MSB employee, borough elected official or appointed officer, member of an MSB Board, Commission, or Committee, or an immediate family member of such an individual associated with the borough, have submitted an application for the purchase of Bid Parcel(s) _____, offered in the **2020 Over The Counter Land Sale**, located at Palmer, in the State of Alaska, and have not either directly or indirectly entered into any separate agreement, participated in any collusion, or otherwise taken any action to influence such purchase.

(Signature)

Subscribed and sworn to this ____ day of _____, 20 ____.

(seal)

Notary Public for the State of Alaska
My Commission expires:_____

SAMPLE DOCUMENTS



**QUIT CLAIM
DEED**

**FINANCE
DEED OF TRUST**

www.matsugov.us

2020 Over The Counter
Parcel XX-XXX
MSB00XXXX
TRS

QUITCLAIM DEED

The GRANTOR, **Matanuska-Susitna Borough**, a municipal corporation organized and existing under the laws of the state of Alaska, whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645, for Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys and quitclaims to the GRANTEE(S), _____, whose address of record is _____, all interest it has, if any, in the following described real property:

(Insert Legal Description)

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto;

RESERVING UNTO THE GRANTOR, its successors and assigns, (insert new reservation, if any)

SUBJECT TO all existing reservations, exceptions, easements, covenants, conditions, restrictions, and plat notes of record.

Dated this ___ day of _____, 20__.

GRANTOR:
MATANUSKA-SUSITNA BOROUGH,
a municipal corporation by:

ATTEST: LONNIE MCKECHNIE, CMC
Borough Clerk

George Hays
Deputy Borough Manager

GRANTEES' ACCEPTANCE:

, GRANTEE

, GRANTEE

GRANTEE'S ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
Third Judicial District)

On _____, 20____, _____, personally appeared before me,
____ who is personally known to me
____ whose identity I proved on the basis of
____.
____ whose identity I proved on the oath/affirmation
of _____, a credible witness

and acknowledged before me that he/she signed the Quitclaim Deed for the purposes stated therein.

(SEAL)

Notary Public for State of Alaska
My commission expires: _____

DEED OF TRUST NOTE

\$XXXX.XX

_____, 20__

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of the Matanuska-Susitna Borough, a municipal corporation, whose address of record is 350 E. Dahlia Avenue, Palmer, Alaska 99645, **XXXXXXXXXXXXXXXXXXXX** and **XX/100 Dollars (\$XXXX.XX)**, with interest thereon at the rate of **XXXXXX percent (X.X%)** per annum, from the **XX day of XXXXXXXXXXXX**, on the balance remaining from time to time unpaid. Said principal and interest shall be payable at the Matanuska-Susitna Borough at the above address, or at such other address as the holder of this note shall request, in monthly installments of **\$XXX.XX** or more, including interest, commencing on or before the **XX day of XXXXXXXXXXXX**, and on the **XX** day of each and every month thereafter until the entire amount of principal and interest is paid in full; PROVIDED, HOWEVER, that the entire amount of principal and interest shall be due and payable in full on or before **XXXXXXXXXXXX**. There shall be a fifteen (15) day grace period for each monthly payment. A late fee of Fifty dollars (\$50.00) shall be due and payable on all payments received after said fifteen (15) day period.

If default be made in the payment of any installment under this note, which default is not cured within the grace period herein specified, and if all payment(s) due at such time are not made current, the entire principal and accrued interest shall at once become due and payable at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of subsequent default. If any suit or action is instituted to collect this note or any part thereof, the undersigned promise(s) and agrees(s) to pay, in addition to the costs and disbursements provided by statute, a reasonable sum as attorney fees in such action or suit.

Any default on the Deed of Trust securing this note will constitute a default in this note and will entitle the holder to accelerate the entire indebtedness of this note and to take such action as may be allowed by law.

The Trustor (borrower) is personally obligated and fully liable for the amount due under the Note. The beneficiary (lender) has the right to sue on the note and obtain a personal judgment against the Trustor for satisfaction of the amount due under Note either before or after a judicial foreclosure of the Deed of Trust under AS 09.45.170 – AS 09.45.220.

This note is to be construed according to the laws of the state of Alaska. This Note may not be assumed without the prior written consent of the holder, whose consent may be withheld for any reason.

This note is secured by a Deed of Trust of even date herewith on real estate situated in the Palmer Recording District, Third Judicial District, State of Alaska.

(Insert Purchaser Name), Trustor

(Insert Purchaser Name), Trustor

2020 Over The Counter
Parcel XX-XXX
TX ID _____
MSB _____
TRS _____

DEED OF TRUST

This Deed of Trust is made _____, 20____, between _____ and _____, (hereinafter referred to as "Trustors"), whose address is _____, and (Title Company Name), whose address is _____, (hereinafter referred to as "Trustee"), and the **Matanuska-Susitna Borough**, a municipal corporation, (hereinafter referred to as "Beneficiary"), whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645.

Trustor hereby irrevocably grants, bargains, sells, and conveys to Trustee, in trust, with power of sale, the following described real property:

(Insert legal Description)

TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof (hereinafter referred to as "Property"), subject, however, to the right, power and authority herein given and conferred upon Beneficiary to collect and apply such rents, issues and profits.

This Deed of Trust is for the purpose of securing performance of each agreement of Trustor herein contained and payment of the principal sum of _____ Dollars and __/100 (\$XXXX.XX), according to the terms of a Deed of Trust note of even date herewith, payable to Beneficiary or order and made by Trustor, the terms and duration of which are incorporated herein by reference.

- A. To protect the security of this Deed of Trust, the Trustor covenants and agrees as follows:
1. To pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments that are next due on the note, on the _____ (XX) day of each month prior to maturity.
 2. To pay to the Beneficiary the monthly payments payable under the terms of the note secured hereby, on the _____ (XX) day of each month until said note is fully paid. In the event that any payment or portion thereof is not paid within fifteen (15) days

commencing with the date it is due, the Beneficiary may collect, and the Trustor agrees to pay with such payment, a late fee of fifty dollars (\$50.00) which will be added to each such late payment.

3. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring or permitting any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary to preserve and conserve its value. The specific enumerations herein shall not be construed so as to exclude the general.
4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said Property.
5. To defend, indemnify and hold harmless Beneficiary and Trustee from and against all claims, demands, judgments, costs, expenses and fines (including reasonable attorney's fees) which may arise, for any reason, and from the use of or presence on the Property by Trustor, its agents, contractors, invitees, or from any default by Trustor hereunder.
6. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Trustor will, at all times, indemnify from, and on demand, reimburse Beneficiary or Trustee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust and shall be due and payable on demand. To pay all cost of suit, cost of evidence of title, and reasonable attorney's fees in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.
7. To pay at least ten (10) days before delinquent any rents, taxes, assessments and encumbrances, charges or liens with interest, that may be now or hereafter levied, assessed or claimed upon the Property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefore, and to pay all taxes, reasonable cost, fees, and expenses of this Trust; on default hereunder Beneficiary may, at its option, pay any such sums, without waiver of any other right of Beneficiary by reason of such default of Trustor, and Beneficiary shall not be liable to Trustor for a failure to exercise any such option.
To repay immediately on written notice to Trustor all sums expended or advanced

hereunder by or on behalf of Beneficiary or Trustee, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Trustor for the recovery of such expenditure or advance and interest thereon, and in such action, together with reasonable attorney's fees.

B. It is mutually agreed that:

1. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof; may:
 - a. Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes;
 - b. Commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee;
 - c. Pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and
 - d. In exercising any such powers, incur any liability, expend whatever amounts in absolute discretion it may deem necessary therefore including cost of evidence of title, employ counsel, and pay reasonable fees.
2. Should the Property or any party or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in, and prosecute, in its own name, any action or proceeding, or make any compensation, awards, or other relief therefore. All such compensation, awards, damages, rights of action, and proceeds are hereby assigned to Beneficiary who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby, as it may elect. Trustor agrees to execute such further assignments of any compensation, award damages, rights of action, and proceeds as Beneficiary or Trustee may require.
3. Trustor, during the term of this Deed of Trust, shall not subdivide the Property or cut any timber other than for its own personal use on the Property except as approved in advance by the Beneficiary; nor shall Trustor encumber the Property with any obligation, which, in the judgment of Beneficiary or Trustee, appears to be prior or superior to Beneficiary's interest in or rights to the Property.

4. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
5. Trustor represents and warrants to Beneficiary that to the best of Trustor's knowledge, after due and diligent inquiry, no hazardous substances or wastes are located on or are being stored on the Property, or any adjacent property, nor have any such substances been owned, stored, used or disposed of on the Property or any adjacent property prior to Trustor's ownership, possession or control of the Property or any adjacent property prior to Trustor's ownership, possession or control of the Property. Trustor agrees to provide written notice to Beneficiary immediately upon Trustor becoming aware: a) that the Property or any adjacent property is being, may be, or has been contaminated with hazardous wastes or substances, or b) of the existence of hazardous substances or wastes on the Property or adjacent property. Trustor will not cause or permit any activities in connection with the Property which directly or indirectly could result in the Property or any other property being contaminated with hazardous wastes or substances. For purposes of this Deed of Trust, the term "hazardous wastes or substances" means any substance or material defined, listed or designated as hazardous, toxic or radioactive, or other similar term, by an applicable federal, state or local statute, regulations or ordinance now or hereafter in effect, and as they may be amended or interpreted from time to time.
6. At Trustor's expense, Trustor shall promptly comply with all federal, state and local statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to the ownership, use, generation, storage, handling, treatment, transport, disposal, existence, removal of clean-up of hazardous wastes or substances in, on, under or adjacent to or in the vicinity of the Property. Beneficiary may, but shall not be obliged to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary. Whether or not Trustor has actual knowledge of the existence of hazardous wastes or substances, in, on, or under the Property or any adjacent property as of the date hereof, Trustor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities. These provisions are in addition to such other certificates, agreements and indemnity as Trustor or others may have furnished to Beneficiary, with regard to hazardous substances.
7. At any time upon written request of Beneficiary, payment of its fees, and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness, Trustee may consent to the making of map or plat of said Property; join in the granting of any easement or creating of any restriction thereon; join in agreements affecting the lien thereof; reconvey, without warranty, all or any part of the Property.

8. The collections of rents, issues, and profits, or compensation or awards for the taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
9. On written request of Beneficiary stating that all sums secured hereby have been paid, and on surrender of this Deed of Trust and Note to Trustee for cancellation and on payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals and any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
10. Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and on written request therefore by Beneficiary specifying the nature of the default or the nature of the several defaults, and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause to be sold the Property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording district wherein the Property or some part thereof is situated, and shall cause notice and publication as required by the laws of the state of Alaska.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title and reasonable attorney's fees in connection with sale, Trustee shall apply the proceeds of sale, in order of priority, to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at **Seven and one-quarter percent (7.25%)** per annum; to all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

The power of sale conferred by this Deed of Trust is not an exclusive remedy and when not exercised Beneficiary may foreclose this Deed of Trust as a mortgage. The Trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any

action or proceeding in which Trustor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

Any notices to be given to Trustor by Beneficiary hereunder shall be deemed completed and legally sufficient ten (10) days after being served upon the Trustor or thirteen (13) days after being sent by registered or certified mail to the address of the Property or to such other address as Trustor has requested in writing to the Beneficiary that such notices be sent. Any time period provided in the giving to any notice hereunder shall commence upon the tenth (10th) day after such notice is deposited in the mail.

11. Nothing contained herein shall be construed to limit the right of Beneficiary to foreclose this Deed of Trust by judicial action. Beneficiary shall further be entitled to bring an action upon the note secured by this Deed of Trust and obtain a personal judgment against the Trustor for satisfaction of the amount due under the Note either before or after a judicial foreclosure of the Deed of Trust. Trustor shall be liable for and agrees to pay any deficit or deficiency resulting from said sales or actions.
12. In addition to the powers bestowed upon the Trustee by Statute and elsewhere in this indenture, the Trustee is hereby specifically empowered to execute and deliver an appropriate deed of reconveyance upon receiving satisfactory assurance that the note secured hereby, together with interest and any advance shown to have been made by or on behalf of the Beneficiary under the terms of the Trust Deed have been paid in full; and in this connection, the Trustee may consider advice in writing to such effect from First National Bank of Anchorage, or any agent subsequently authorized to collect the Promissory Note as such satisfactory evidence.
13.
 - a) The extension of credit and any other loan, secured hereby, has been made in reliance upon Trustor's ownership, management and control of the Property. Therefore, if Trustor conveys or suffers the conveyance of the Property, or if Trustor otherwise relinquishes or loses its present degree of such ownership, management or control, or if Trustor suffers the further encumbrance of the Property, then all indebtedness secured hereby shall, at the option of Beneficiary, become immediately due and payable. For purposes hereof, any change in the present stock of ownership or control of Trustor shall be deemed a transfer of the Property.
 - b) Beneficiary may waive its right under subparagraph 13 a) if the following conditions are met: (1) The credit and demonstrated ability to pay of the third party is satisfactory to Beneficiary; and (2) third party meets the qualifications of "applicants" under MSB 23.10.090 or subsequent acts and amendments relating thereto, and in effect at time of assumption; and (3) the third party shall assume full personal liability for payments and performance of the Note, Deed of Trust, and other security instruments; and (4) a charge for administrative costs is paid to Beneficiary.

- c) Assumption does not release any Trustor or any successor in interest from personal liability for payment and performance of the terms and conditions of this loan.
14. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as the Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.
15. Trustee accepted this trust when this Deed of Trust, duly executed and acknowledge, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
16. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and stead of the Trustee herein named, and thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.
17. This Deed of Trust shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Deed of Trust shall be governed by the laws of the state of Alaska. The titles of sections in this Deed of Trust are not to be construed as limitations or definitions but are for identification purposes only.

IN WITNESS WHEREOF the Trustor executes this Deed of Trust and acknowledges having read all the provisions of this Deed of Trust, and each Trustor agrees to its terms.

(Insert Purchaser Name), Trustor

(Insert Purchaser Name), Trustor

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On _____, 20____, _____, personally appeared before me,

____ who is personally known to me
____ whose identity I proved on the basis of _____.
____ whose identity I proved on the oath/affirmation of _____, a credible witness

and acknowledged before me that he/she signed the Deed of Trust for the purposes stated therein.

(SEAL)

Notary Public for State of _____
My commission expires: _____