

SUBJECT: Sale of Lot 4B, Block 2 Wasilla Airpark Industrial Subdivision

REQUESTED BY: Planning Office/Finance Department

PREPARED BY: Tim Krug, City Planner

DATE: April 27, 2000

FOR AGENDA OF: Monday, May 8, 2000

SUMMARY:

In accordance with Wasilla Municipal Code § 7.16.100 the administration has been negotiating the sale of Lot 4B, Block 2 Wasilla Airpark Industrial Subdivision to the Matanuska-Susitna Borough. The intended use of this parcel is for a future public safety building for the Matanuska-Susitna Borough fire and rescue vehicles. The following conditions exist which allow the negotiated sale of this property to the Matanuska-Susitna Borough:

1. The Matanuska-Susitna Borough is a political subdivision of the State of Alaska.
2. The use of the land for a public facility is allowed by current zoning.
3. This does not hinder or prevent the utilization of a larger parcel of City land to its best advantage.
4. Such sale is in the best interest of the City.

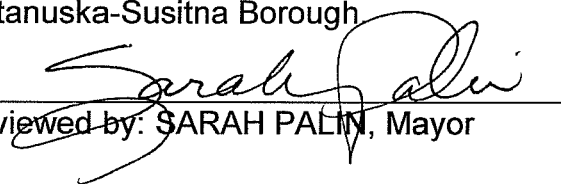
According to Wasilla Municipal Code § 7.16.070 (E.) the council shall ratify the sale or lease, or it may reject any and all bids in the best interest of the City. Upon ratification, the contract of sale or lease shall be signed by the Mayor and Clerk on behalf of the City.

FISCAL IMPACT: X No Yes, amount requested: \$0 Fund:

RECOMMENDED ACTION:

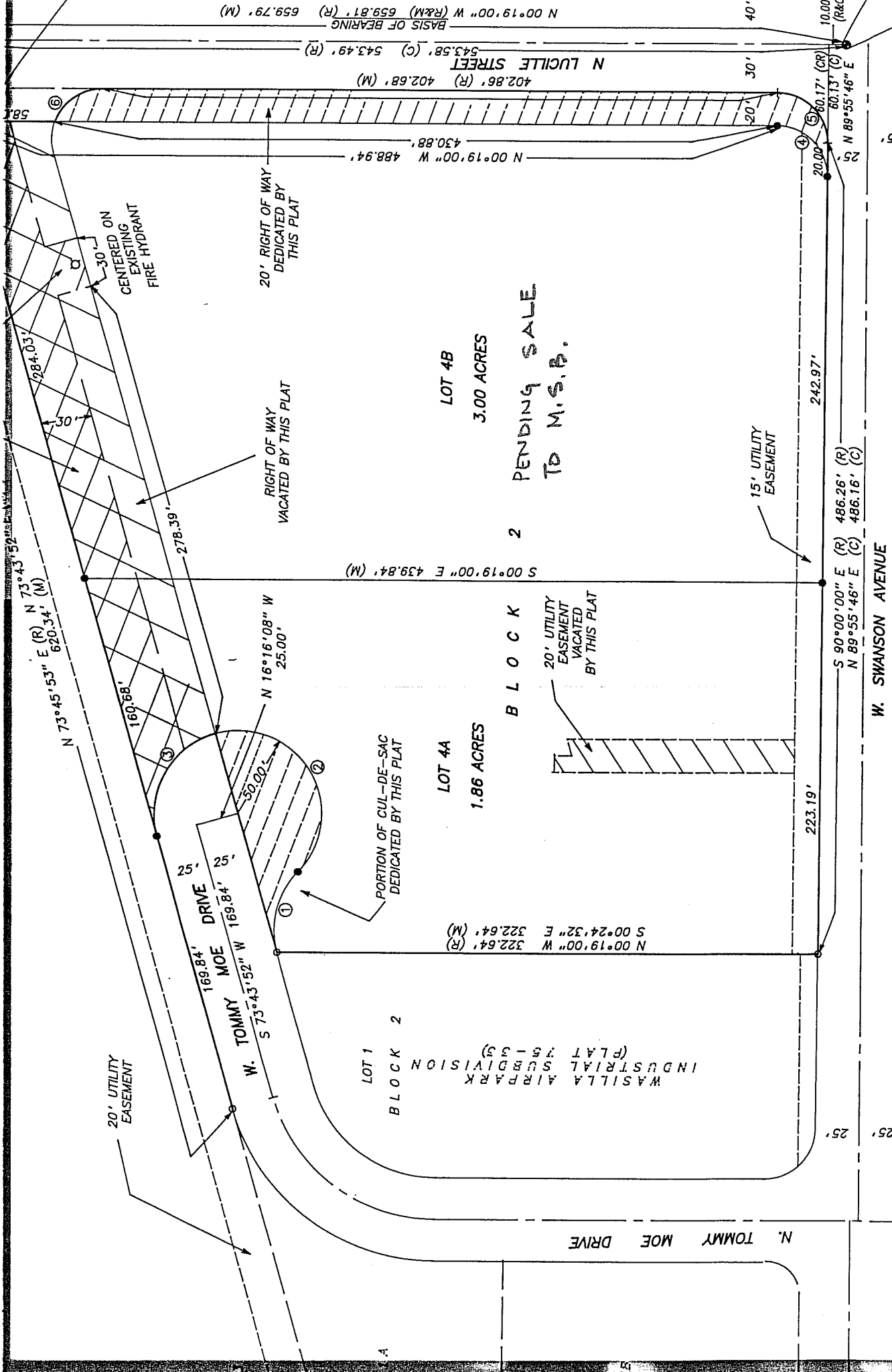
Approve the sale of Lot 4B, Block 2 Wasilla Airpark Industrial Subdivision to the Matanuska-Susitna Borough

\$294,000 to be paid by the Borough @ closing. (SP)


Reviewed by: SARAH PALIN, Mayor

Attachments: Location Map (1 pp)
Agreement for purchase and sale (24 pp)

Presented to council on 5/8/00
Action taken: Approved Denied
other: _____
Verified by K.



N 73°45'53" E (R) 620.34' (M)
 N 73°43'52" E (R) 169.84' (M)

20' UTILITY EASEMENT

169.84' DRIVE

W. TOMMY MOE DRIVE

S 73°43'52" W 169.84' (M)

25' 25'

50.00'

N 16°16'08" W 25.00'

278.39'

RIGHT OF WAY VACATED BY THIS PLAT

20' RIGHT OF WAY DEDICATED BY THIS PLAT

30' 30'

CENTERED ON EXISTING FIRE HYDRANT

1984.03'

160.68'

20' UTILITY EASEMENT VACATED BY THIS PLAT

PORTION OF CUL-DE-SAC DEDICATED BY THIS PLAT

LOT 4A

1.86 ACRES

LOT 4B

3.00 ACRES

20' UTILITY EASEMENT VACATED BY THIS PLAT

20' UTILITY EASEMENT VACATED BY THIS PLAT

15' UTILITY EASEMENT

223.19'

242.97'

20.00'

402.86' (R) 402.68' (M)

543.58' (C) 543.49' (R)

N 00°19'00" W 488.94'

430.88'

60.17' (OR)

60.13' (C)

N 89°55'46" E

S 00°19'00" E 439.84' (M)

S 90°00'00" E (R) 486.28' (R)

N 89°55'46" E (C) 486.16' (C)

W. SWANSON AVENUE

N. TOMMY MOE DRIVE

N LUCILLE STREET

BASIS OF BEARING

N 00°19'00" W (R&M) 659.81' (R) 659.79' (M)

WASILLA AIRPARK INDUSTRIAL SUBDIVISION (PLAT 75-33)

PENDING SALE TO M.S.B.

BLOCK 2

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

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LOT 100

AGREEMENT FOR PURCHASE AND SALE

Seller:

City of Wasilla

Purchaser:

Matanuska-Susitna Borough

RECITALS:	1
1. SALE	1
1.1 Description.....	1
1.2 Real Property	1
2. PURCHASE PRICE AND TERMS	2
2.1 Cash at closing	2
2.2 Tax payment	2
3. CLOSING	2
3.1 Title transfer by warranty deed	2
3.2 Closing date	2
3.3 Costs	2
3.4 Seller's instruments.....	3
3.4.1 Lien affidavit	3
3.4.2 Zoning.....	3
3.4.3 Additional documents.....	3
3.5 Purchaser's instruments.....	3
4. TITLE INSURANCE	3
4.1 Exceptions to title	4
4.2 Insurance policy.....	4
4.3 Termination.....	4
5. SELLER'S REPRESENTATIONS.....	4
5.1 Condition of Property.....	4
5.2 Seller: Code Compliance	5
5.3 Documents.....	5
5.4 Government actions	5
5.5 No outstanding liens and obligations.....	5
5.6 Disclosure	5
5.7 Covenant Not to Dissipate or Commit Waste	5
6. CONDITION OF THE PROPERTY	6

6.4	Liens for inspections.....	6
7.	SELLER'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES.	7
8.	SUCCESSORS AND ASSIGNS	8
9.	POSSESSION.....	8
10.	ENTIRE CONTRACT	8
11.	CAPTIONS	9
12.	AMENDMENTS	9
13.	NOTICE	9
14.	SEVERABILITY.....	9
15.	CONDITIONS PRECEDENT	9
15.1	Final inspection.....	9
15.2	Obligations.....	10
15.3	Title	10
16.	INTEREST OF MEMBERS OF BOROUGH AND OTHERS.....	10
17.	JURISDICTION: CHOICE OF LAW	10
18.	NON-WAIVER.....	10
19.	INTERPRETATION AND UNDERSTANDING	10
20.	REMEDY UPON DEFAULT	10
20.1	Seller waives	11
20.2	Seller to bear Purchaser's costs	11
21.	CAUSES BEYOND CONTROL.....	11
22.	EXPIRATION.....	12

TO BE FILLED IN
WHEN MAYOR PALIN
SIGNS
↓

AGREEMENT FOR PURCHASE AND S

RECITALS:

A. This agreement is made this 17 day of April, 2000 between The City of Wasilla (Seller) and the Matanuska-Susitna Borough (Purchaser).

B. The parties understand this agreement is being entered into by the parties for the purchase of a site for the Wasilla Public Safety Building and is contingent upon approval and filing of the final plat.

C. Time is of the essence in performance of this Agreement.

D. The Matanuska-Susitna Borough Assembly has approved the purchase and appropriated funds to purchase the property in Ordinance 00-046.

E. If Purchaser for whatever reason does not utilize the subject property for the intended purpose within 3 years of closing, the Seller may, at its option, repurchase the property for the original purchase price plus the survey and appraisal costs reimbursed by purchaser at closing.

1. SALE. The Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the Seller's right, title, and interest in and to the subject property.

1.1 Description. The subject property (hereinafter "Property") of this Agreement described as follows:

Lot 4B, Block 2, according to the preliminary plat for Wasilla Airpark Industrial Subdivision, a resubdivision of Lots 2, 3, 4, 5, and 6, Block 2, Wasilla Airpark Industrial Subdivision, being within the Palmer Recording District, Third Judicial District, State of Alaska.

Subject to easements, covenants, exceptions, reservations, restrictions, and rights-of-way of record, more specifically set forth in Section 4.

1.2 Real Property. The Property consists of one unimproved parcel approximately 3.0 acres in size located on the Northwest corner of Lucille Street and Swanson Avenue.

2. PURCHASE PRICE AND TERMS. Subject to the prorations hereafter described, the total purchase price to be paid to the Seller for the purchase of the property is TWO HUNDRED NINETY FOUR THOUSAND DOLLARS (\$294,000). Purchase price is based upon an appraisal prepared by Statewide Appraisal Services, dated February 1, 2000. The purchase price will be paid in the following manner:

2.1 Cash at closing. On the closing date, the purchaser will submit the sum of TWO HUNDRED NINETY FOUR THOUSAND DOLLARS (\$294,000) to be held until recording of the deed transferring possession of the property to the purchaser.

2.2 Tax payment.

2.2.1 All prior and current year's real property ad valorem taxes, if any, will be paid by Seller.

2.2.2 All special assessments, if any, will be paid by Seller.

3. CLOSING. The Purchaser and the Seller agree the purchase will be consummated as follows:

3.1 Title transfer by warranty deed. The Seller agrees to convey title to the Property to the purchaser by execution of a statutory warranty deed, conveying to the Purchaser marketable fee simple title to all of the Seller's right, title, and interest in and to all of the real property, free and clear of all liens and encumbrances except the title exceptions approved by the Purchaser before the recording of the warranty deed, and the beneficial ownership and the risk of loss of the Property will pass from Seller to the Purchaser upon recording of the deed.

3.2 Closing date. This transaction will close on or before June 30, 2000, with the exact time and date for closing to be designated by the Purchaser.

3.3 Costs. Unless otherwise stated in this Agreement, costs will be paid as follows:

3.3.1 Seller will pay the following costs: Seller's attorney fees, and preparation of the statutory warranty deed. Seller will reimburse Buyer for the cost of the Phase I environmental audit and pay for any/all remediation costs to

secure a closure letter from the State of Alaska, Department of Environmental Conservation if the report results in recommendations.

3.3.2 Purchaser will pay the following costs: Purchaser's attorney fees, recording fees for the deed conveying title, premium for the standard owners title insurance policy, and the cost of the Phase I environmental audit, if the environmental audit results in a "no recommendation" report. Purchaser will reimburse seller for the mutually agreed upon costs of the appraisal and the survey to replat the Property.

3.3.3 Each party will pay an equal share of the escrow closing fees.

3.3.4 The parties agree there are no brokerage fees to be paid on behalf of either party.

3.4 Seller's instruments. At or prior to closing, the Seller will deliver or cause to be delivered to the Purchaser the following items, all documents being true and correct, duly executed and acknowledged when so required:

3.4.1 Lien affidavit. An affidavit in a form acceptable to the Purchaser certifying the Property is free from claims from mechanics', materialmen's, and laborers' liens and an agreement to defend and indemnify the Purchaser for liens filed as a result of work performed prior to the date of the Purchaser's possession.

3.4.2 Zoning. Seller warrants that the property is zoned "commercial" which allows for a public safety facility on the Property.

3.4.3 Additional documents. Such additional documents will be provided by the Seller as might be reasonably required by the Purchaser to consummate the sale of the Property.

3.5 Purchaser's instruments. At closing, the Purchaser will deliver to Seller the payment required by Section 2, and such additional documents as might reasonably be required by Seller to consummate the sale of the property.

4. TITLE INSURANCE. The Seller will furnish to the Purchaser a commitment for title insurance from McKinley Title and Trust, Inc., showing title to

the property to be vested in Seller, free and clear of all encumbrances, except those exceptions referred to below.

4.1 Exceptions to title. Title shall be free of liens, covenants, encumbrances, easements, restrictions, rights, and conditions of record or known to Seller, other than the following.

4.1.1 The Purchaser hereby accepts the Part II special exceptions 1, 5, 6, 7, 8, 9, 10, and 11 set forth in the preliminary commitment for title insurance, order No. M20432, amendment #1 dated March 17, 2000 at 8:00a.m., for Plat No. 75-33, Wasilla Airport Industrial Subdivision.

4.2 Insurance policy. Purchaser shall acquire, at Purchaser's expense, a standard owner's title insurance policy issued by McKinley Title and Trust, Inc., naming the Purchaser as insured showing title vested in Purchaser subject only to the exceptions as set forth in Section 4.1.1. Purchaser reserves its right of disapproval if additional exceptions are added to preliminary commitment updates and the forthcoming policy.

4.3 Termination. Either party may terminate this Agreement, and the Seller shall reimburse Purchaser's costs in preparing to purchase the property:

4.3.1 If Seller is unwilling or unable to eliminate any title matter disapproved by Purchaser.

4.3.2 If Seller is unwilling or unable to perform any corrective action recommended by the Phase I audit.

4.3.3 Purchaser reserves its right to exercise all legal and equitable rights and remedies it may have as a consequence of Seller's failure to perform any obligations arising under this agreement.

5. SELLER'S REPRESENTATIONS. Seller hereby represents and warrants to Purchaser as follows:

5.1 Condition of Property. Seller warrants, through the date possession is made available to Purchaser, the property is vacant with no improvements thereon.

5.2 Seller: Code Compliance. Seller warrants that Seller has no knowledge of any notice of violations of city, borough, state, federal, building, zoning, fire, health codes or ordinances, or other governmental regulation filed or issued against the property. This warranty shall be effective until the deed transferring title to the Purchaser is recorded.

5.3 Documents. All documents, including the preliminary commitment for title insurance and lien affidavit delivered to the Purchaser pursuant to this Agreement or in connection with its execution are, and at the time of recording the deed will be, true and correct copies.

5.4 Government actions. Except as disclosed to the Purchaser in writing, the Seller does not have knowledge of any condemnation, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use and operation of the property for its intended purpose, nor has the Seller received notice of any special assessment proceedings.

5.5 No outstanding liens and obligations. At the closing, there will be no outstanding contracts made by Seller for any improvements to the property that have not been fully paid, and Seller shall cause to be discharged all laborers', mechanics' or materialmen's liens arising from any labor or materials furnished to the property prior to closing. Any liens filed after Purchaser takes possession of the property for work performed prior to Purchaser taking possession will be the responsibility of the Seller, and Seller will defend and indemnify Purchaser regarding such claims. This subsection shall survive closing and recording of the deed.

5.6 Disclosure. Seller knows of no facts nor has Seller misrepresented or failed to disclose any fact that would prevent Purchaser from using and operating the property after the closing in the manner which Purchaser intends to use the property.

5.7 Covenant Not to Dissipate or Commit Waste. Seller agrees to maintain, repair, manage, and operate the property prior to the closing date in a businesslike manner and not to dissipate the property nor remove any property therefrom, unless requested to do so by Purchaser pursuant to this Agreement.

5.8 Failure of Seller to abide by the covenants, representations, and warranties set forth in Section 5 shall give Purchaser the right to terminate this Agreement; Seller to reimburse Purchaser's costs in preparing to purchase the property. Purchaser reserves its right to exercise all legal and equitable rights and remedies it may have as a consequence of Seller's failure to perform any obligations arising under this agreement.

6. CONDITION OF THE PROPERTY.

6.1 Seller agrees that Purchaser is permitted to perform a Phase I environmental audit, at Purchaser's expense. Seller authorizes purchaser to enter the property and do all things necessary and proper to perform a Phase I audit. The Phase I audit is to be conducted after the property is clear of snow and the ground is free of frost.

6.2 Seller agrees to perform any corrective action recommended by the Phase I audit, at Seller's expense, and to secure a closure letter from the State of Alaska Department of Environmental Conservation stating that the cleanup is complete and the department has "closed" the site.

6.3 Seller agrees that Purchaser will be permitted, within 72 hours prior to closing, to inspect the property at Purchaser's expense. If, during this 72 hour period, Purchaser determines the condition of the property is not substantially the same as it was on the date this Agreement was executed by Seller, Purchaser shall have the option to terminate this Agreement by written notice to Seller, and Seller shall pay Purchaser's costs in preparing to purchase the property. After expiration of this 72 hour period, the obligation of Seller will be to deliver possession of the property to the Purchaser on the recording date in substantially the same condition that existed on the date of execution of this Agreement by Seller.

6.4 Liens for inspections. Purchaser agrees to prevent any liens from attaching to the property from inspections made at the request of Purchaser and performed pursuant to this section of the Agreement, and if any such lien does attach to the property, Purchaser agrees to pay said lien.

7. SELLER'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES. As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated herein, Seller represents and warrants to Purchaser and its successors and assigns as follows:

7.1 Seller has no knowledge of any previous owner, tenant, occupant or user of the property, nor any other person, has engaged in or permitted any operations or activities upon, or any use of occupancy of the property, or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal or any hazardous materials (whether legal or illegal, accidental or intentional) on, under, in or about the property, or transported any hazardous materials to, from or across the property, nor are any hazardous materials presently constructed, deposited, stored, or otherwise located on, under, in or about the property, nor have any hazardous materials migrated from the property upon or beneath other properties, nor have any hazardous materials migrated or threatened to migrate from other properties upon, about or beneath the property.

7.2 Seller has not constructed, placed, deposited, stored, disposed of nor located on the property any asbestos in any form, which has become or threatens to become friable and has no knowledge of same.

7.3 Seller has no knowledge of underground improvements, including but not limited to treatment or storage tanks, sumps, or water, gas or oil wells are or have ever been located on the property.

7.4 Seller believes that the property and its existing and prior uses and activities therein, including but not limited to the use, maintenance and operation of the property, and all activities and conduct of business related thereto, comply and have at all times complied in all material respects with all environmental laws and regulation.

7.5 Seller has no knowledge that any prior owner or occupant of the property has received notice of or other communication concerning any alleged material violation of environmental laws or regulations, or not corrected to the

satisfaction of the appropriate authority, nor notice or other communication concerning alleged material liability for environmental damages in connection with the property, nor of any writ, injunction, decree, order of judgement outstanding, nor any lawsuit, claim, proceeding, citation, directive summons or investigation, pending or threatened, relating to the ownership, use, maintenance or operation of the property by any person, or from alleged material violation of environmental laws or regulations, or from the suspected presence of material quantities of hazardous material thereon, nor of any basis for such lawsuit, claim, proceeding, citation, directive, summons or investigation being instituted or filed.

7.6 The above representations and warranties shall survive the termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the property, and shall not be affected by any investigation by or on behalf of Purchaser, or by any information which Purchaser may have or obtain with respect thereto.

7.7 As used herein, "hazardous material" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by the Matanuska-Susitna Borough, State of Alaska, or United States government. Hazardous material includes any and all material or substances, which are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance," pursuant to state, federal, or local law.

8. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of successors, assigns, and legal representatives of the Purchaser and Seller. This section shall survive the closing date and recording of the deed.

9. POSSESSION. Possession of the property will be delivered to the Purchaser on the recording date free from liens and encumbrances and parties claiming rights to possession of the property as referenced in Section 4.1 herein.

10. ENTIRE CONTRACT. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior

agreement or contemporaneous oral agreement. The parties further intend this agreement to constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement.

11. CAPTIONS. The captions in this Agreement are for convenience of reference only and are not intended to be part of this Agreement.

12. AMENDMENTS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing executed by Purchaser and Seller. Any alterations in the time of performance set forth in this Agreement or in the closing shall be in writing.

13. NOTICE. All notices required hereunder will be in writing and served by certified mail, return receipt requested, postage prepaid, at the addresses shown below, until notification of a change of address:

Purchaser:

MATANUSKA-SUSITNA BOROUGH
350 East Dahlia Avenue
Palmer, Alaska 99645

Seller:

CITY OF WASILLA
290 E. Herning Avenue
Wasilla, Alaska 99654

14. SEVERABILITY. If any clause of this Agreement is found to be in violation of the law the remainder of the Agreement shall remain in full force and effect, unless the unlawful portion would prevent Purchaser from using the property for its intended purposes.

15. CONDITIONS PRECEDENT. If certain conditions precedent to closing have not been satisfied on or before the closing date, Purchaser will have the unilateral option to terminate this Agreement, costs to be assessed as otherwise set forth in this Agreement. Upon termination, the parties will be released from further performance hereunder. Unless waived by Purchaser in writing, the following are conditions precedent to Purchaser's obligation to close this transaction:

15.1 Final inspection. Purchaser within 72 hours of closing, shall make the inspections set forth in Section 6 of this Agreement and is satisfied a result of those inspections there are no impediments to purchase and to the intended Agreement for Purchase and Sale

use of the property. The Purchaser shall notify the Seller of the results of the inspection.

15.2 Obligations. Approval by Purchaser of each obligation by which the property, any part thereof, or Purchaser might be bound.

15.3 Title. Approval by Purchaser of title to the property.

16. INTEREST OF MEMBERS OF BOROUGH AND OTHERS. No officer, member or employee of either party, and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly, or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

17. JURISDICTION: CHOICE OF LAW. Any civil action arising from this Agreement shall be brought in Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

18. NON-WAIVER. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any party thereof, or the right of either party to enforce each and every protection hereof.

19. INTERPRETATION AND UNDERSTANDING. This Agreement will not be construed for or against either party, but will be construed according to the fair intent of its terms. The parties acknowledge they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and are executing this Agreement of their own free will.

20. REMEDY UPON DEFAULT. In the event that either party fails to perform its obligations hereunder, except as excused by the other's default, the party claiming default will make written demand for performance. If Seller fails to comply with the written demand within ten days after receipt thereof, Purchaser will have the option to waive the default or terminate this Agreement. If Purchaser fails to comply

with Seller's written demand within ten days after receipt thereof, Seller will have the option to waive default or to terminate this Agreement.

20.1 Seller waives. Seller specifically waives any right to specific performance of this Agreement or to maintain any cause of action for an amount in excess of costs in preparation for sale of this property to Purchaser, by reason of any default by Purchaser.

20.2 Seller to bear Purchaser's costs. The parties agree and understand that Purchaser intends to use the property for a public safety facility for the Matanuska-Susitna Borough and Purchaser has expended public resources in the expectation of consummating this Agreement. The parties agree that if Seller is unable or unwilling to convey the property to Purchaser because of conditions set forth in this Agreement, or Seller otherwise defaults, Purchaser may terminate this Agreement with Seller to reimburse Purchaser's costs, including, but not limited, to the preparation of the purchase documents and all other costs necessary and incidental to the purchase of the property subject to this Agreement. Purchaser reserves its right to exercise all legal and equitable rights and remedies it may have as a consequence of Seller's failure to perform any obligations under this agreement.

21. CAUSES BEYOND CONTROL. In the event the parties are prevented by a cause or causes beyond their control from performing any obligations of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the parties liable for damages to give rights to the termination of this Agreement for cause. However, if and when such cause or causes cease to prevent performance, the parties shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the parties and which prevent the performance of the parties: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the

foregoing which must actually prevent the parties from performing the terms of the Agreement as set forth herein.

22. EXPIRATION. This Agreement has been executed by the parties on the dates set forth below their respective signatures. It is understood that the obligation of the Purchaser under this Agreement will terminate upon expiration of the closing date set forth in 3.2 above, unless the closing date has been mutually extended by the parties.

SELLER:

PURCHASER:

CITY OF WASILLA

MATANUSKA-SUSITNA BOROUGH

Sarah Palin

Michael J. Scott

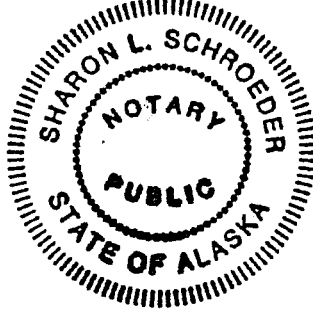
By: Sarah Palin
Mayor

By: Michael J. Scott
Borough Manager

SELLER'S ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On April 17, 2000, Sarah Palin, mayor of the City of Wasilla, who is personally known to me, appeared and acknowledged before me that she signed the Agreement for Purchase and Sale on behalf of the City of Wasilla



Sharon L. Schroeder
Notary Public for State of Alaska
My commission expires: August 15, 2001

PURCHASER'S ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On April 14, 2000, Michael J. Scott, borough manager of the Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed the Agreement for Purchase and Sale on behalf of the municipal corporation.



Kathryn M Wolf
Notary Public for State of Alaska
My commission expires: 8/28/02

3035 E. Palmer Wasilla Hwy.
Suite 101
Wasilla, Alaska 99654



907-376-2220
From Anchorage 694-7598
FAX 907-373-1579

SUPPLEMENTAL TITLE REPORT

**To: Matanuska Susitna Borough
350 E. Dahlia Avenue
Palmer, AK 99645
Attn: Jill Parsons**

Date: March 22, 2000

Our No.: M20432

**Copy: Denali North
847 W. Evergreen
Palmer, AK 99645
Attn: Doug**

**McKinley Title
Attn: Mary**

**RE: City of Wasilla / Matanuska-Susitna Borough
Lots 2, 3, 4, 5, and 6, Block 2, Wasilla Airpark Industrial Subdivision**

There has been no change in the title to the property covered by our previous report EXCEPT AS FOLLOW:

Please add the following as Exception No. 9:

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown on Schedule B, Part 1, Paragraph 4, has been taken. Questions regarding the State's-RS 2477 claims should be directed to the Department of Natural Resources, Public Information Center, 3601 C Street, Suite 200, Alaska 99503 (907) 269-8400.

Please add the following as Exception No. 10:

Easement, and the terms and conditions thereof:
Grantee :MATANUSKA TELEPHONE ASSOCIATION
Purpose :Utility
Area Affected :See document for specific location
Recorded :March 15, 2000
Book/Page :01059/0853

Continued on the following page

Supplemental Title Report
Page 2
M20432

Please add the following as Exception No. 11:

Easement, and the terms and conditions thereof:
Grantee :MATANUSKA TELEPHONE ASSOCIATION
Purpose :Utility
Area Affected :See document for specific location
Recorded :March 15, 2000
Book/Page :01059/0854

Dated as of the 17th day of March, 2000 at 8:00 a.m.

Very truly yours,

for Kathy Joliffe
Lynn Baker, President

20432

854

BK 01059 PG 0854
Matanuska Telephone Association, Inc.
Grant of Easement

KNOW ALL BY THESE PRESENTS:

That the undersigned CITY OF WASILLA (hereinafter called Grantor, whether one or more) whose address is 290 E. HERNING, WASILLA, ALASKA 99654 for benefit received, does hereby grant unto MATANUSKA TELEPHONE ASSOCIATION, INC., P.O. Box 3550, Palmer Alaska 99645, a cooperative corporation (hereinafter called GRANTEE) duly organized and existing under and by virtue of the laws of the State of Alaska, whose address is Palmer, Alaska, its successors and assigns, rights of ingress and egress, and easement to enter upon the lands of the GRANTOR(S) and to construct, reconstruct, lay, maintain, operate, alter, repair, remove, and replace aerial or buried telecommunications cables/lines, poles, or systems and appurtenances thereto, and make changes and additions thereto, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said cables/lines or systems by any other firm or corporation for telecommunications or electrification purposes, utilizing such facilities, under, upon, over, and through lands which the undersigned owns or in which the undersigned has an interest and/or in, upon, or under all private or underlying interest streets, roads or highways abutting said lands. The said GRANTOR(S) is/are to fully use and enjoy said premises and said lands. The said GRANTOR(S) is/are to fully use and enjoy said premises and said lands. The said GRANTOR(S) shall not construct or permit to be constructed any structures or obstructions on, under, or over that will interfere with the construction, maintenance or operation of any telecommunications cables/lines or systems, or appurtenances constructed hereunder. Said easement is situated in the PALMER Recording District, Third Judicial District, State of Alaska, Section (s) 9, Township 17 North, Range 1 WEST, Seward Meridian, Alaska. Said easement is more particularly described as:

A temporary easement to allow the existing underground telephone lines on and across Lots 2, 3, and 6, Block 2 of Wasilla Airpark Industrial Subdivision, Plat No. 75-33, to remain through the summer of the year 2000.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said rights of ingress and egress, and easement herein granted and conveyed, and any part thereof, or interest herein. TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns, with ingress to and egress from the premises for the purpose herein granted.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following person: _____

IN WITNESS WHEREOF, the Grantor(s) have executed this conveyance this _____ day of _____, 2000.

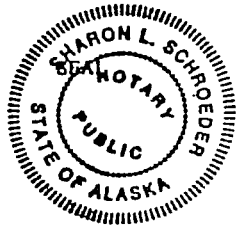
Sarah Palin
SARAH PALIN, MAYOR, CITY OF WASILLA Grantor

STATE OF ALASKA) SS
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared:

SARAH PALIN, MAYOR, CITY OF WASILLA
Known to me and to me known to be the individual(s) named in and who executed the foregoing instrument and acknowledged to me that he/she/they signed and sealed the same as a voluntary act and deed for the uses and purposes therein mentioned.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written

Sharon L Schroeder
Notary Public in and of Alaska
My commission expires: August 13, 2001



W.O.	_____
SUBD.	_____
PLAT	_____
EASEMENT	_____

FOR DISTRICT RECORDERS USE

004148
PALMER RECORDING DISTRICT
15
REQUESTED BY HTK
2000 HR 15 AM 11:06

BK 01059PG0853

Matanuska Telephone Association, Inc.
Grant of Easement

KNOW ALL BY THESE PRESENTS:

That the undersigned CITY OF WASILLA (hereinafter called Grantor, whether one or more) whose address is 290 E. HERNING, WASILLA, ALASKA 99654 for benefit received, does hereby grant unto MATANUSKA TELEPHONE ASSOCIATION, INC., P.O. Box 3550, Palmer Alaska 99645, a cooperative corporation (hereinafter called GRANTEE) duly organized and existing under and by virtue of the laws of the State of Alaska, whose address is Palmer, Alaska, its successors and assigns, rights of ingress and egress, and easement to enter upon the lands of the GRANTOR(S) and to construct, reconstruct, lay, maintain, operate, alter, repair, remove, and replace aerial or buried telecommunications cables/lines, poles, or systems and appurtenances thereto, and make changes and additions thereto, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said cables/lines or systems by any other firm or corporation for telecommunications or electrification purposes, utilizing such facilities, under, upon, over, and through lands which the undersigned owns or in which the undersigned has an interest and/or in, upon, or under all private or underlying interest streets, roads or highways abutting said lands. The said GRANTOR(S) is/are to fully use and enjoy said premises and said lands. The said GRANTOR(S) is/are to fully use and enjoy said premises and said GRANTOR(S) shall not construct or permit to be constructed any structures or obstructions on, under, or over that will interfere with the construction, maintenance or operation of any telecommunications cables/lines or systems, or appurtenances constructed hereunder. Said easement is situated in the PALMER Recording District, Third Judicial District, State of Alaska, Section (s) 9, Township 17 North, Range 1 WEST, Seward Meridian, Alaska. Said easement is more particularly described as:

The northerly 15 feet of the proposed Lots 4A and 4B, Block 2, Wasilla Airpark Industrial Subdivision, currently part of Tommy Moe Drive north of Lots 2 thru 6, Block 2 of Wasilla Airpark Industrial Subdivision, Plat No. 75-33. This easement will become valid only when this portion of Tommy Moe Drive is vacated and is no longer a public right-of-way.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said rights of ingress and egress, and easement herein granted and conveyed, and any part thereof, or interest herein. TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns, with ingress to and egress from the premises for the purpose herein granted.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following person: _____

IN WITNESS WHEREOF, the Grantor(s) have executed this conveyance this _____ day of _____, 2000.

Sarah Palin
SARAH PALIN, MAYOR, CITY OF WASILLA

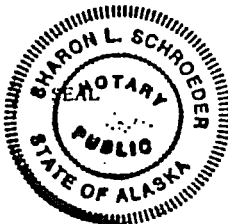
STATE OF ALASKA) SS
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared:

SARAH PALIN, MAYOR, CITY OF WASILLA

Known to me and to me known to be the individual(s) named in and who executed the foregoing instrument and acknowledged to me that he/she/they signed and sealed the same as a voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written



Sharon L. Schroeder
Notary Public in and of Alaska
My commission expires: August 15, 2001

W.O.	_____
SUBD.	_____
PLAT	_____
EASEMENT	_____

FOR DISTRICT RECORDERS USE

001447
PALMER
RECORDING DISTRICT
15
2000 HR 15 AM 11:06
REQUESTED BY
MTA

MCKINLEY TITLE & TRUST, INC.

PRELIMINARY COMMITMENT FOR TITLE INSURANCE

TO: Matanuska Susitna Borough
350 E. Dahlia Avenue
Palmer, AK 99645
ATTN: Jill Parsons

FILE NUMBER: M20432
Amendment #1

Copy: Denali North
847 W. Evergreen
Palmer, AK 99645
Attn: Doug

McKinley Title
Attn: Mary

1. Effective Date: March 17, 2000 at 8:00 a.m.

2.	Policy or policies to be issued:	Amount	Premium
	Owner's standard coverage	\$294,000.00	\$1,164.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

An Estate in Fee Simple

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

CITY OF WASILLA

5. The land referred to in this Commitment is described as follows:

Lots Two (2), Three (3), Four (4), Five (5), and Six (6), Block Two (2), WASILLA AIRPARK INDUSTRIAL SUBDIVISION, according to Plat No. 75-33, located in the Palmer Recording District, Third Judicial District, State of Alaska.

PART 1 - GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Rights of the state or federal government and/or the public in and to any portion of the land for right-of-way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of maps in the public records by the State of Alaska).
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
7. Any lien, or right to lien, for services, labor or material theretofore or hereafter furnished imposed by law and not shown by the public records.

PART II - SPECIAL EXCEPTIONS

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments due the Matanuska Susitna Borough - INFORMATION ATTACHED.
3. Taxes due the Matanuska Susitna Borough for the year 2000 are a lien, but are not yet due or payable.
4. Assessments if any, due the City of Wasilla - INFORMATION TO FOLLOW.
5. Reservation by Alice J. Snider of 1/2 of all oil, gas and mineral rights together with the right to remove the same by an subterranean process at least 500 feet below the surface without damage to surface improvements by Grantors in Deed recorded February 28, 1974 in Book 80 at Page 299, and amended by instrument recorded August 16, 1977 in Book 146 at Page 58.
6. Notes, easements, slopes and restrictions as shown on the plat as filed.
7. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt from Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument:
Recorded :June 25, 1975
Book/Page :98/946
8. Easement, and the terms and conditions thereof:
Grantee :MATANUSKA TELEPHONE ASSOCIATION
Purpose :Utility
Area Affected :A 15' easement adjacent to the right-of-way for Lucille Street
Recorded :July 18, 1984
Book/Page :0369/009
9. In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown on Schedule B, Part 1, Paragraph 4, has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources, Public Information Center, 3601 C Street, Suite 200, Alaska 99503 (907) 269-8400.

Exceptions continued on the following page

MCKINLEY TITLE & TRUST, INC.

PAGE 4

M20432

10. Easement, and the terms and conditions thereof:
Grantee :MATANUSKA TELEPHONE ASSOCIATION
Purpose :Utility
Area Affected :See document for specific location
Recorded :March 15, 2000
Book/Page :01059/0853
11. Easement, and the terms and conditions thereof:
Grantee :MATANUSKA TELEPHONE ASSOCIATION
Purpose :Utility
Area Affected :See document for specific location
Recorded :March 15, 2000
Book/Page :01059/0854

TITLE TO VEST IN: **MATANUSKA - SUSITNA BOROUGH** and we find no unsatisfied judgements or tax liens against said parties in the records of the Palmer Recording District.

Thank you for your order. If we may be of further assistance, please call 376-2220 or our Anchorage direct line 694-7598.

Kathy Jolliffe
for Lynn Baker, President
LB/amt 03/22/00