WASILLA CITY COUNCIL INFORMATION MEMORANDUM

IM No. 99-83

SUBJECT: Land Sale - LOTS 14, 19, 20, AND 21, BLOCK 1, WASILLA AIRPORT

HEIGHTS SUBDIVISION AND LOT 9A, RAVENSWOOD SUBDIVISION.

DIVISION I.

REQUESTED BY: Administration/Wasilla Planning Office

PREPARED BY: Tim Krug, City Planner DATE: August 27, 1999

FOR AGENDA OF: September 13, 1999

SUMMARY:

Attached is Ordinance Serial No. 99-41 and draft bid documents to sell lots 14, 19, 20, and 21, Block 1, Wasilla Airport Heights Subdivision and Lot 9A, Ravenswood Subdivision, Division I.

FISCAL IMPACT: X No _Yes, amount requested: \$

RECOMMENDED ACTION:

Approve Ordinance Serial No 99-41

MAYOR REVIEW/COMMENT:

Reviewed by: SARAH PALIN, Mayor

Attachments: Draft Bid Documents

Ordinance Serial Number 99-41

Wasilla Planning Commission Resolution No 99-15

Presented with:

__Verified by: _Z



CITY OF WASILLA

290 E Herning Avenue Wasilla, AK 99654-7091 Phone: (907) 373-9050

Fax: (907) 373-9092

WASILLA PLANNING COMMISSION RESOLUTION NO. 99-15

A RESOLUTION OF THE WASILLA PLANNING COMMISSION RECOMMENDING TO THE WASILLA CITY COUNCIL FOR A LAND SALE OF LOTS 14, 19, 20, AND 21, BLOCK 1, WASILLA AIRPORT HEIGHTS SUBDIVISION AND LOT 9A, RAVENSWOOD SUBDIVISION DIVISION I.

WHEREAS, the city administration has been approached by individuals that desire to purchase lots that are owned by the City of Wasilla; and

WHEREAS, the City of Wasilla has five residential lots that could be available for public acquisition; and

WHEREAS, Wasilla Municipal Code section 7.16.060 (B.) requires the Wasilla City Council to consider the recommendations of the Wasilla Planning Commission; and

WHEREAS, selling of the lots would generate revenue for the purchase of properties that more are desirable and/or could be used for future capital improvement projects.

NOW THEREFORE BE IT RESOLVED, the Wasilla Planning Commission recommends to the Wasilla City Council to host a land sale to include Lots 14, 19, 20 and 21, Block 1, Wasilla Airport Heights Subdivision and Lot 9A, Ravenswood Subdivision, Division I.

I certify that a resolution in substantially the above form was passed by a majority of those voting at a duly called and conducted meeting of the Wasilla Planning Commission this 24th day of August 1999.

ATTESTED:

Helen Y. Kaye, Planning Clerk

Verne E. Rupright, Chair



ADMINISTRATION Phone: (907) 373-9055 CLERK'S OFFICE Phone: (907) 373-9090 Fax: (907) 373-9092 Finance Phone: (907) 373-9070 Fax: (907) 373-9085 LIBRARY Phone: (907) 376-5913 Fax: (907) 376-2347 MUSEUM Phone: (907) 373-9071

Fax: (907) 373-9072

Fax: (907) 373-9096 Fax: (907) 3 PARKS AND RECREATION

PLANNING
Phone: (907) 373-9094

Phone: (907) 373-9077

Public Works Phone: (907) 373-9095

CITY OF WASILLA



SEALED BID SALE BID NUMBER 99-01



CITY OF WASILLA (CITY)

Sealed Bid Sale of Lands Owned by the City of Wasilla

Bid Number 99-01

Bid Opening: October 20, 1999, at 3:00 p.m.

<u>Sealed Bid Sale</u> The City of Wasilla (CITY) offers city owned land for sale by sealed bid. Sealed bids must be received no later than 3:00 p.m., October 20, 1999, at the City of Wasilla, Planning Office, 290 East Herning Avenue, Wasilla, AK 99654. Bids received after the designated date and time will not be considered.

<u>Parcel Locations</u> Maps showing the parcel locations and information specific to the parcels are contained in the sales brochure, which may be purchased for \$10.00. This will be considered as initializing the application and you will be added to the Bid Holders List.

Minimum Bid The bid brochure provides the minimum bid for each parcel. A minimum bid has been established for each parcel in accordance with City Municipal Code 7.16.030.

Terms and conditions of Sale:

- 1. ALL INTERESTED PARTIES ARE URGED TO INSPECT EACH PARCEL BEFORE SUBMITTING AN OFFER. CITY ASSUMES NO LIABILITY FOR MATTERS WHICH WOULD HAVE BEEN DISCLOSED BY AN INSPECTION OF THE PROPERTY.
- 2. A bid deposit of 10 percent (10%) of the bid amount in cashier's check, money order, or certified funds, must be submitted with the sealed bid. If a bidder wishes to purchase more than one parcel, separate offers must be submitted for each parcel in well-marked and separate envelopes.
- 3. Offers must be submitted on the Bid Form supplied, (forms may be reproduced) according to the terms and conditions of this sale, and must be received no later than 3:00 p.m., October 20, 1999.
- 4. Bidders will pay in cash, at closing, the balance of the bid purchase price (the purchase price minus the bid deposit held by the City) plus closing costs.
- 5. The party who offers to purchase the property for the highest amount, at or above the Minimum Bid Price, shall be named the successful bidder.



However, in the event the same highest amount is submitted by two or more parties, the name will be drawn by the Mayor.

- 6. If an offer is accepted in writing by the City of Wasilla the successful bidder must properly sign, complete, and return the purchase agreement documents provided by the CITY within ten (10) business days.
- 7. Bid deposits shall be held by the CITY up to forty-five (45) days after bid opening. The CITY may retain up to three back-up bids on any parcel receiving more than one bid. The CITY will not notify any back-up bidders that their bid is being held. In the event a successful bidder fails to properly complete, sign and return the purchase agreement under the terms required by this invitation, the acceptance of the bid will be cancelled by CITY. The next highest back-up bidder will be notified in the same manner as the initial bidder and will become the new successful bidder. This process will continue until such time as the CITY has obtained an executed purchase agreement under the terms required by this invitation or no back up bids remain. The process may continue beyond the forty-five (45) days provided the CITY gives written notice to all back-up bidders until all back-up bids are exhausted,

Once the purchase agreement is fully signed the CITY will refund all deposits from unsuccessful bidders for that parcel.

The CITY will not pay interest on any bid deposits held.

- 8. In the event a bidder fails to: a) properly complete and return the purchase agreement document: or b) meet any terms and conditions contained in this invitation; up to \$500 of monies deposited may be retained by the CITY as a bid deposit forfeiture.
- 9. In the event the successful bidder properly completes, signs, returns the purchase agreement document and then fails to meet any and all conditions contained in the purchase agreement, up to \$500 of monies deposited may be retained by CITY as an agreement deposit forfeiture. The bidder in any event, shall remain responsible for any cost incurred as a result of participation in the sale. Such cost and fees required to participate in the sale, such as escrow cancellation fees, remaining unpaid at the time of termination of the agreement may be paid by CITY from the monies held as a deposit and the balance shall be refunded to the bidder. The CITY shall not be responsible for paying, from deposit monies it holds, any expenses resulting from this agreement to which the CITY was not a party.

If a successful bidder withdraws from the purchase agreement prior to closing, a request must be made in writing to the CITY accompanied by a Rescission of Purchase Agreement signed by the Buyer. The right to execute the recision shall rest with the CITY.



- 10. All Parcels shall be conveyed by quitclaim deed, subject to the following: a) reservations, exceptions, easements, rights-of-way, convenants, conditions and restrictions of record or created by operation of law; b) those additional reservations, exceptions, easements, rights-of-way, covenants, conditions and restrictions, indicated in the bid brochure for specific parcels (ADDITIONAL CONDITIONS OF SALE), which will be created at the time of conveyance from the CITY to the successful bidder; c) governmental regulations including but not limited to, setbacks, land use classifications or zoning, special permit requirements; d) any matters including, but not limited to, existing trails or encroachments, which would be disclosed to the buyer by actual inspection or survey of the property.
- 11. The CITY will provide a policy of title insurance to the buyer as the insured, which indicates the condition of title subject to matters stated in paragraph 10 above. In the event the CITY cannot provide a policy with such conditions of title within 120 days of execution of the purchase agreement, the buyer or the CITY may elect to terminate the purchase contract, and all monies on deposit will be refunded to the buyer.
- 12. The purchaser shall be responsible for paying all closing cost which may include, but are not limited to: recording fees, mortgage/credit report, document preparation fees, escrow closing fee, title insurance policy, escrow collection fees (set up and annual fee), or other fees associated with the processing.
- 13. The CITY makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of any parcel, to include without limitations; the soil conditions, water drainage, practical or feasible physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist, or merchantability, suitability or profitability of the parcel for any use or purpose.

All properties in this offering will be sold "as is-where is". It is the responsibility of the bidder(s) to, among other things, investigate and determine the actual size of the parcel and the parcel boundaries, regulations, restrictions and potential defects, including those created by prior use, which would affect the use of any parcel offered in the sale. The feasibility and cost to remedy defects, such as obtain permits, variances, engineered septic systems, and in some cases replatting to combine adjacent parcel(s), should be determined prior to bidding on a parcel. All such cost will be born by the bidder. No adjustments to a bid price or reimbursement to a bidder will be made by the CITY.

14. The requirements for construction and maintenance of roads, drainage systems, and other use of public easement areas shall be that the responsibly of the purchaser to determine. Purchaser shall be required to comply with all federal,



state, and local regulations and requirements which, among others include, CITY Department of Public Works for development of access in a public easement; the State of Alaska, Department of Environmental Conservation regulations regarding water and sewer installation and, if applicable, the regulations of the U.S. Army Corps of Engineers regarding filling or draining any area within the parcel which may be designated as wetlands by the appropriate authority.

- 15. The brief parcel description on the parcel listing is provided for information and identification purposes only. It should not be construed as a complete legal description. The CITY reserves the right to accurately describe the parcel by a complete legal description in the purchase agreement and subsequent documents.
- 16. Map and plat copies provided in the bid brochure are for information reference only and should not be construed as a factual representation of matters such as access, parcel size, boundaries, and other matters contained thereon. The CITY makes no warranty, nor assumes any liability whatsoever, that monumentation indicated on survey or plats is currently in place.
- 17. The acreage reflected for each parcel is the approximate acreage based on the best information the CITY has at this time. The approximate acreage is based on the legal description's gross area and may not be adjusted by easements, buffers, submerged, or wetlands, which may effect a parcel's usability but are not, excluded from the parcel's legal description. Since the CITY makes no warranties either expressed or implied regarding the actual size of the parcel it is the responsibility of the bidder(s) to confirm the actual acreage and parcel boundaries to their own satisfaction.
- 18. All buyers are responsible for property placing improvements within the boundaries of the parcel purchased and complying with all federal, state, and local requirements and regulations regarding development of the parcel. Prior to development and construction of improvements, it is recommended that required setbacks and other land use and building regulations be determined by the owner. CITY Planning Office (907)-373-9052 can assist you in determining whether any city regulations will apply to activity on the respective parcel. If the property is located within the city.
- 19. Disclosures required under Residential Real Property Transfer Act (AS 34.70.110) do not apply to properties offered in this sale by the CITY.
- 20. The Following documents shall be used to complete the purchase transaction: purchase agreement and quitclaim deed. Sample copies are attached for review purposes only.



- 21. Any of the following shall automatically disqualify an offer if the:
 - a) Offer is submitted for less than the Minimum Bid Price:
 - b) Offer is received without the correct deposit amount or in unacceptable method of funds:
 - c) Bid form and other required forms, as applicable, are not completed in full, submitted and manually signed.
 - d) Offer is received after 3:00 p.m. October 20, 1999.
- 22. The City of Wasilla reserves the right to withdraw any parcel(s) offered at any time, for any reason, and to reject any or all bids for any reason. All apparent successful bids are subject to review and ratification by the City of Wasilla Council after the bid opening.
- 23. Any properties contained in this sale which are not sold through the sealed auction will be made available over-the-counter (OTC) commencing approximately 20 days after bid opening, and will remain available for purchase until six months after the bid opening date





City of Wasilla Sealed Bid Sale of Lands Owned By the City Bid Number # 99-01

CHECK LIST

Use this checklist when preparing an application for purchasing land through this sale. This list will assist you in submitting the required paperwork and should be used only after thoroughly reading Bid # 99-01 instructions.

•	Required Applicants Documents				
	1 2	Form A Form B	Bid Form Non-Collusion Affidavit		

Required Bid Deposit

A bid deposit of ten percent (10%) of the bid amount in cashier's check, money order, or certified funds, must be submitted with the sealed bid. If a bidder wishes to purchase more than one parcel, separate offers must be submitted for each parcel in well-marked and separate envelopes.



BID FORM Bid Number 99-01

INSTRUCTIONS: Please print or type legibly. Read all information contained in the bid brochure prior to completing this or other forms. This form must be filled out in its entirety when Individuals or an organization want to submit a bid. Reproduction is allowed for submittal of additional bids. The Bid Amount must be at or above the minimum bid price set for the parcel in the brochure.

NAME(S) OF INDIV AUTHORIZED REP		OR ORGANIZATION'S	S NAME AND ITS
		Phone (day)	
		Phone (eve)	
		Phone (msg)	
All individuals must organization, proof organization must be	f of authority to	n below. If the bid is in the present and sign is form.	in the name of an on behalf of the
MAILING ADDRES	S:		
I hereby submit a bon map.)	oid to purchase Par	cel # (Use	parcel # indicated
The amount of my	oid is (write out the	amount in words and nu	umbers):
		(\$_)
BID AMOUN	NT		
I shall purchase the amount is enclosed	e parcel with a cas I with this bid.	h purchase. Ten perce	ent (10%) of the bid
and other documer	nts and closing cost epted and for what ent, I agree to remi	agree to execute the p required as disclosed soever reason, I decid t to City of Wasilla up	in the bid brochure. de not to enter the
Signature	Date	Signature	Date FORM A



NON-CONCLUSTION AFFIDAVIT

UNITED STATES OF AMERICA)		
STATE OF ALASKA) ss.		
	of	(Firm name)
being duly sworn, do depose and state		(Fill Hame)
That I am, or the firm or corpor purchase agreement to be awarded b parcel 99located at	y the Mayor of City	of Wasilla, for the purchase of
or indirectly, entered into any agree taken any action in restraint of free co	ment, participated i	ska , have not, either directly n any collusion, or otherwise connection with such contract.
	(Signature)	
Subscribed and sworn to this	day of	, 1999.
	Notary Public My Commission	n expires:

Form B

PURCHASE AGREEMENT

This Agreement made this day of the City of Wasilla, whose address is 290 E. Herning Avenu (hereinafter referred to as "Seller") and address of record is "Buyer").	ue, Wasilla, Alaska 99654
WHEREAS, Seller is the owner of that real property Recording District, State of Alaska, and more particularly de	
(hereinafter referred to as "Property"); and	
WHEREAS, Buyer has made an application to application dated, and Seller is willing	
WHEREAS, this agreement shall be deemed to have parties. It shall be construed according to the fair intent of for or against any party. The interpretation and enforcement governed by the laws of the State of Alaska. The titles of some to be construed as limitations or definitions but are for its construed as limitations.	the language as a whole, not ent of this agreement shall be sections in this agreement are
NOW THEREFORE, in consideration of the promises he agrees to sell to Buyer, and Buyer hereby agrees to buy f the terms and conditions in the Bid #99-01 sale brochure forth below:	rom seller, the property on all
1. PURCHASE PRICE	
The Purchase Price of the Property is(\$	
purchase deposit, representing at least ten per price, in the form of a certified or cashier's chewithin, which shall be held by the Seller unt payment shall be credited to Buyer, or until terminated and it is disbursed in accordance Agreement.	eck or money order, <u>attached</u> il closing, at which time this this Agreement is otherwise





2. TITLE

Seller shall provide a policy of title insurance, to the Buyer as the insured, which indicates the condition of title subject to reservations, exceptions, easements, rights-of-way, covenants, conditions, and restrictions of record or created by operation of law; and also subject to additional reservations, exceptions, easements, right-of-way, covenants, conditions and restrictions indicated in the sale brochure for subject parcel which will be created by the conveyance from the seller to the buyer; any further subject to governmental regulations including but not limited to setback, use classification, zoning or special permit requirements and any matters including but not limited to existing trail or encroachments which would be disclosed by actual inspection or survey of the property. Buyer shall provide a policy of title disclosed by actual inspection or survey of the property. Buyer shall provide a policy of title insurance, to Seller as the insured, which indicates the Deed of Trust in favor of the Seller is in a first lien position upon the subject parcel. The Seller shall initiate the order for the title reports from the title company selected by Seller. Title shall be delivered at the time of closing by quitclaim deed which shall be issued to buyer as:

ESCROW AND CLOSING COST

Upon Sellers request, The buyer will select a company to provide escrow closing services. The Seller will initiate the closing and deliver documents necessary to the escrow company selected by the Buyer.

In addition to the purchase price, Buyer agrees to pay all closing cost in connection with this Agreement, which may include but are not limited to, recording fees, mortgage credit report, document preparation fees, escrow closing fees, mortgagee's title insurance policy if sale is financed by Seller, escrow collection fees (set up and annual fees), and other fees associated with the process and financial options selected.

4. CLOSING

Buyer and Seller agree that within ninety (90) days from the date this Agreement is made: (a) both parties shall execute any and all documents necessary to close and transfer title; and (b) Buyer shall deposit in escrow the remaining down payment amount and all escrow and closing cost; EXCEPT, in the event the Seller can not provide a policy of title insurance with such condition of title represented as Item 2 above, an automatic extension of time shall be provided for a period not to exceed 120 days after ratification of the disposal by the Assembly. In such an event, after 120 days, either the Seller or Buyer may elect to terminate the purchase contract, and all monies on deposit will be refunded to the Buyer.





POSSESSION

Possession shall be delivered to Buyer at time of recording.

6. BREACH BY BUYER; REMEDIES OF SELLER

In the event that Buyer fails to make any payment required, or fail to submit or execute any and all documents and papers necessary in connection with the examination of Buyer's financial background, or with closing and transfer of title within the time periods specified in this Agreement, up to \$500.00 of deposit maked by Buyer shall be retained by Seller and this Agreement shall be terminated. The Buyer shall be separately responsible for any cancellation fee due third parties who have provided service under the terms and conditions of this Agreement.

DEFENSE AND INDEMNFICATION

Buyer agrees that it shall defend, indemnify and hold harmless Seller from and against all claims, demands, judgements, cost, expenses, and fines (including reasonable attorney's fees) which may arise, for any reason, from the use of or presence on the Property by Buyer, its agents, contractors or invitees.

8. HAZARDOUS MATERIAL

- a) Buyer acknowledges that they have personally inspected the above-described property, and after due and diligent inquiry, found no evidence of environmental contamination on or near the Property; and that the Seller, to the best of it's knowledge, is unaware of any environmental contamination on or near the Property; and that the Buyer will maintain the Property in such a manner as to prevent the occurrence of any environmental contamination; and Seller makes no warranties expressed or implied with respect to the condition of the Property, the existence or non-existence of environmental contamination or the suitability n for any purpose whatsoever.
- Buyer agrees that if the presence of hazardous material on the property is caused or permitted by Buyer, its agents, employees, contractors, or invitees, or if contamination of the Property by hazardous material otherwise occurs on the Property, Buyer shall defend, indemnify, and hold harmless Seller from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including but not limited to, sums paid in the settlement claims, attorney Fees, consultant fees and expert fees) which indemnification includes, without limitations, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, restoration work required by any federal, state or local government on or under the Property. As used herein, the term





"hazardous material" or toxic substance, material, or waste which is or becomes regulated by any local government authority, the state of Alaska, or the United States government.

c) Nothing in this section shall be construed so as to release the Seller from liability arising as a result of its negligence or willful misconduct.

9. ASSIGNMENTS

This Agreement may not be assigned without the written agreement of Seller which may be withheld for any reason. This Agreement shall be binding on and shall insure to the benefit of the parties and their heirs, successors and assigns. The provisions contained in this Agreement with respect to the deed of trust note and deed of trust shall be binding upon and shall inure to the benefit of all parties to the same as well as subsequent owners of the Property, and the said deed of trust note and deed of trust.

10. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by both Seller and Buyer.

11. MISCELLANEOUS

- a. Buyer agrees to comply with the Declaration of Covenants, Conditions and Restrictions of record, if any, affecting the Property.
- b. Buyer acknowledges its responsibility to inspect the property and agrees the Seller assumes no liability for matters which would have been disclosed to the Buyer by an inspection of the Property. Buyer further acknowledges that the Seller makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the property, to include without limitations, the soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the property for any use or purpose. Buyer agrees that writtennotice must be given to seller with in thirty (30) days of signing this agreement in order to dispute the approximate acreage figure of the parcel according to the procedure noted in the sale brochure. All rights to dispute acreage are waived by Buyer after the 30 day period.
- c. Buyer agrees construction and maintenance of any improvements, roads, drainage systems and common areas shall be responsibility of the Buyer.





The Buyer further agrees to comply with all federal, state, borough, city regulations regarding the use and development of the property, which includes but not limited to; State of Alaska, Department of Environmental Conservation regulations regarding water and sewer installation; City of Wasilla land use permit; and if applicable, regulations of the U.S. Army Corp of Engineers regarding filling or draining any area within the property designated as wetlands by the appropriate authority.

- d. Buyer and Seller agree that pursuant to AS 34.70.110, the provisions of AS 34.70.010-200, Disclosures in Residential Real Property Transfers, is hereby expressly waived and shall not apply to this sale.
- e. This is of the essence in the performance of this Agreement.

This Agreement has been executed by the parties on the day and year first above written.

BUYER:	SELLER:
	· · · · · · · · · · · · · · · · · · ·
	Sarah Palin, MAYOR
	City of Wasilla





CITY OF WASILLA



290 E Herning Avenue Wasilla, AK 99654-7091 Phone: (907) 373-9050

Fax: (907) 373-9092

DRAFT

(An attachment to Ordinance Serial No. 99-40)

PARCEL	DESCRIPTION	ACREAGE	MSB ASSESSED VALUE
	Lot 21, Block 1,		
99-A	Wasilla Airport Heights Subdivision	.94	\$5,000
	Lot 20, Block 1,		
99-B	Wasilla Airport Heights Subdivision	.99	\$5,000
	Lot 19, Block 1, Wasilla Airport		
99-C	Heights Subdivision	.95	\$5,000
	Lot 14, Block 1, Wasilla Airport		
99-D	Heights Subdivision	.97	\$6,000
	Lot 9A, Ravenswood		
99-E	Subdivision, Division I	.94	\$10,000

ADMINISTRATION Phone: (907) 373-9055 Fax: (907) 373-9096 CLERK'S OFFICE Phone: (907) 373-9090 Fax: (907) 373-9092

Phone: (907) 373-9070 Fax: (907) 373-9085

 LIBRARY
 MUSE

 Phone: (907) 376-5913
 Phone

 Fax: (907) 376-2347
 Fax: (907) 476-2347

 FUBLIC WORKS

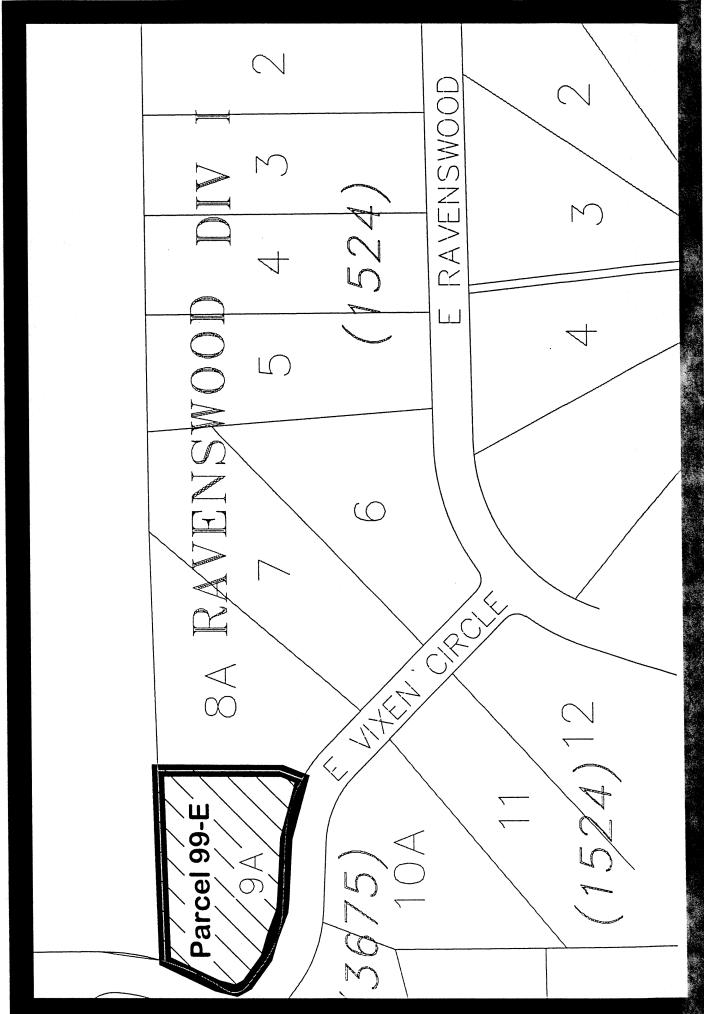
MUSEUM Phone: (907) 373-9071 Fax: (907) 373-9072

PARKS AND RECREATION PLANNING POLICE

Phone: (907) 373-9053 Phone: (907) 373-9094 Phone: (907) 373-9077

FINANCE

LOT 9A RAVENSWOOD DIV I



WARRANTY DEED

Grantors, Micheal E. Palmquist, a single man, whose address is 545 South Boundary Street, Wasilla, Alaska 99654, and Eldor T. Hulke and Laura M. Hulke, husband and wife, whose address is P.O. Box 870578, Wasilla, Alaska 99687, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, convey and warrant to the Grantee, the City of Wasilla, a Municipal corporation organized and existing under the laws of the State of Alaska, whose address is 290 E. Herning, Wasilla, Alaska 99654, the following described real property:

LOT NINE A (9A), BLOCK ONE (1), RAVENSWOOD SUBDIVISION, according to Plat No. 90-35, Palmer Recording District, Third Judicial District, State of Alaska;

Subject to covenants, restrictions, easements, conditions, and reservations of record.

DATED this <u>2nd</u> day of <u>December</u>

Michael E. Palmquist Grantor

DATED this and day of December

Eldor T. Hulke

Grantor

DATED this 21d day of December

1992.

Laura M. Hulke
Grantor

STATE OF ALASKA
) ss.

THIRD JUDICIAL DISTRICT
)

THIS IS TO CERTIFY

POLICY Public in and for the

THIS IS TO CERTIFY that on the 2nd day of December 1992, before me, a qualified Notary Public in and for the State of Alaska, personally appeared Michael E. Palmquist, to me known to be the individual described in and who executed the foregoing Warranty Deed, and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for Alaska",
My Commission Expires:

STATE OF ALASKA

ss.

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the And day of December, 1992, before me, a qualified Notary Public in and for the State of Alaska, personally appeared Eldor T. Hulke, to me known to be the individual described in and who executed the foregoing Warranty Deed, and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for Alaska"
My Commission Expires: 7-3-96

701

WARRANTY DEED - 2

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 2 nd day of , 1992, before me, a qualified Notary Public in and for the State of Alaska, personally appeared Laura M. Hulke, to me known to be the individual described in and who executed the foregoing Warranty Deed, and she acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

> Notary Public/in and for My Commission Expires:

After Recordation Return: City of Wasilla :

290 E. Herning Wasilla, Alaska

92-014459

PALMER REC. DISTRICT REQUESTED BY____

MATCHEY TITLE & TRUST 1700 E. PARKS HWY. WASILLA ALASKA 89697

'92 DEC 3 AM 11 47

MAILING ADDRESS 165 EAST PARKS HIGHWAY SUITE 201B WASILLA, ALASKA 99687

PHONE AND LOCATION: PHONE (907) 376-9484 KRENIK BUILDING, PARKS

<u>MEMORANDUM</u>

RECEIVED

JAN 2 0 1993

City of Wasilla. Alaska

TO:

Erling Nelson

FROM:

Richard Deuser

RE:

Conclusion of Palmquist/Hulke Conveyance

DATE:

January 19, 1993

Enclosed you will find the conformed Warranty Deed along with the original title insurance policy issued at the conclusion of the Palmquist/Hulke conveyance to the City of Wasilla. This brings this matter to a close. Please call if you have any questions. I trust that you will inform both the Mayor and any other personnel who may need to be advised that this matter is concluded.

Sincerely yours,

Richard Deuser

RD:jlm

Enclosure (Conformed Copy of Deed and Original Title Ins. Policy)

McKinley Trust

Dear Customer:

Enclosed you will find your policy of title insurance covering the property you have just purchased. This policy needs to be kept in a safe place. If you have any questions please feel free to contact us.

If you sell or refinance this property in the near future, we can provide your title insurance at reduced premium rates.

Whether buying, selling or financing property, please remember to specify McKINLEY TITLE AND TRUST for your title insurance needs.

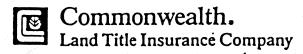
Thank you for your business.

Sincerely,

Mike Anderson

President

McKinley Title & Trust, Inc. Issuing Agent For



POLICY NUMBER 165-243798

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and cost, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
- 2. Any defect in or lien or encumbrance on such title;
- 3. Lack of a right of access to and from the land; or
- 4. Unmarketability of such title.

IN WITNESS WHEREOF, the Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

Countersigned by:

Mike Anderson, President McKinley Title & Trust, Inc.

Allest:

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

- 1. (a) Governmental police power.
 - (b) Any law, ordinance or governmental regulation relating to environmental protection.
 - (c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.
 - (d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
- 2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
- 3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

SCHEDULE A

Policy Number: 165-243798

File No. M9464

Amount of Insurance: \$17,900.00

Premium: \$250.00

Date of Policy: December 3, 1992 at 11:47am

1. Name of Insured:

CITY OF WASILLA, a Municipal corporation

The estate of interest in the land described herein and which is covered by this policy is An Estate in Fee Simple and is at Date of Policy vested in:

CITY OF WASILLA, a Municipal corporation

3. The land referred to in this policy is situated in the State of Alaska, and is described as follows:

Lot Nine A (9A), RAVENSWOOD DIVISION I, according to Plat No. 90-35, located in the Palmer Recording District. Third Judicial District. State of Alaska

SCHEDULE A

Policy Number: " 165-243798

File No. H9464

Amount of Insurance: \$17,900.00

Premium: \$250.00

Date of Policy: December 3, 1992 at 11:47am

Name of Insured:
 CITY OF WASILLA, a Hunicipal corporation

The estate of interest in the land described herein and which is covered by this policy is An Estate in Fee Simple and is at Date of Policy vested in:

CITY OF WASILLA, a Municipal corporation

The land referred to in this policy is situated in the State of Alaska, and is described as follows:

Lot Nine A (9A). RAVENSWOOD DIVISION I, according to Plat No. 90-35, located in the Palmer Recording District, Third Judicial District, State of Alaska

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

- Rights or claims of parties other than Insured in actual possession of any or all of the property.
- Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
- 3. Unfiled mechanics' or materialmens' liens.

111

- 4. Reservations and exceptions as contained in the U.S. Patent.
- 5. Notes, easements, slopes and restrictions as shown on the plat.
- 6. Covenants, conditions and restrictions, including the terms and provisions thereof:
 Recorded :August 22, 1977
 Book/Page :146/690
- 8. Reservation by LAWRENCE E. FLECKSTEIN and HELEN S. FLECKSTEIN of all the oil, gas and mineral rights, as reserved in that certain instrument recorded January 28, 1965 in Book 55 at Page 247.
- 9. Reservation by J. PHILLIP LANGDON of all the oil, as reserved in that certain instrument recorded June 23, 1972 in Book 62 at Page 887. **NOTE: Subject to no right of surface entry.
- 10. Resolution No. WR 89-40, including the terms and provisions thereof levying Knik Road Gas Assessment District 90-35.

CONDITIONS AND STIPULATIONS

(Continued)

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance protanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this olicy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy,

unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendement of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. HOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Commonwealth Land Title Insurance Company. Eight Penn Center, Philadelphia, Pennsylvania 19103.

American Land Title Association Owner's Policy — Form B — 1970 (Rev. 10-17-70 and 10-17-84)

POLICY

S S

TITLE

INSURANCE



Issued by

Commonwealth, Land Title Insurance Company

Title Insurance Since 1876

HOME OFFICE
EIGHT PENN CENTER
PHILADELPHIA, PA 19103-2198

B-1005-8

WARRANTY DEED

Grantors, Micheal E. Palmquist, a single man, whose address is 545 South Boundary Street, Wasilla, Alaska 99654, and Eldor T. Hulke and Laura M. Hulke, husband and wife, whose address is P.O. Box 870578, Wasilla, Alaska 99687, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, convey and warrant to the Grantee, the City of Wasilla, a Municipal corporation organized and existing under the laws of the State of Alaska, whose address is 290 E. Herning, Wasilla, Alaska 99654, the following described real property:

LOT NINE A (9A), BLOCK ONE (1), RAVENSWOOD SUBDIVISION, according to Plat No. 90-35, Palmer Recording District, Third Judicial District, State of Alaska;

Subject to covenants, restrictions, easements, conditions, and reservations of record.

DATED this 2nd day of <u>December</u>

Michael E. Palmquist

DATED this 2nd day of December

Eldor T. Hulke

Grantor

DATED this 2nd day of December

1992.

1992.

Laura M. Hulke
Grantor

Grantor

STATE OF ALASKA

ss.

THIRD JUDICIAL DISTRICT

PHIS IS TO CERTIFY that on the And day of December 1992, before me, a qualified Notary Public in and for the State of Alaska, personally appeared Michael E. Palmquist, to me known to be the individual described in and who executed the foregoing Warranty Deed, and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for Alaska My Commission Expires:

STATE OF ALASKA

ss.

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the And day of Decriper, 1992, before me, a qualified Notary Public in and for the State of Alaska, personally appeared Eldor T. Hulke, to me known to be the individual described in and who executed the foregoing Warranty Deed, and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for Alaska"
My Commission Expires: 7-3-91

0 7/, 1/011

ິງ [] """""" STATE OF ALASKA

SS.

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 2nd day of _, 1992, before me, a qualified Notary Public in and for the State of Alaska, personally appeared Laura M. Hulke, to me known to be the individual described in and who executed the foregoing Warranty Deed, and she acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for Alaska

My Commission Expires:

After Recordation Return: City of Wasilla

290 E. Herning Wasilla, Alaska

92-014459

PALMER REG. DISTRICT REQUESTED DY_

NEATHLEY TITLE & TRUST 1700 E. PARKS HWY. WASILLA ALASKA 89637

'92 DEC 3 AM 11 47

MAILING ADDRESS 165 EAST PARKS HIGHWAY SUITE 201B WASILLA, ALASKA 99687

PHONE AND LOCATION: PHONE (907) 376-9484 KRENIK BUILDING, PARKS HIL

MEMORANDUM

TO: Erling Nelson

4.74

FROM: Richard Deuser

RE: Lot 9A, Block 1, Ravenswood,

Conveyance of Land - Palmquist to City

DATE: November 17, 1992

Enclosed is a proposed Warranty Deed for execution by Mike Palmquist conveying title to the City of Wasilla to the above-referenced real property. This memo is intended to cover the logistical tasks that should be attended to.

First, I have obtained a Preliminary Commitment for title insurance (copy of Title Report enclosed). I have reviewed the exceptions, focusing on Items 4 - 7.

The covenants (Items 4 and 5) do not appear problematic as they merely impose restrictions upon development by home construction or otherwise.

Be advised that (1) the lot owned by the City can only be used for single family residence purposes and (2) the City is now, as owner of the Lot, a member of the Homeowner's Association and presumably subject to the Association fees that may accrue from time to time. I have no idea whether or not the Association is active or inactive at this time. Inquiry should be made of Mr. Palmquist as to the status of the Association and whether any fees are outstanding.

Items 6 and 7 will require the City to make a conscious decision to accept some degree of risk. The "Langdon" reservation of oil rights is presumably non-problematic. That reservation is limited to oil and hydrocarbons and specifically excludes surface entry. In light of the exclusion of surface entry, I do not see it as problematic. Put differently, when the City attempts to sell this property to someone else they will, in all likelihood, accept the encumberance of the Langdon oil

TO: Erling Nelson FROM: Richard Deuser DATE: November 17, 1992

PAGE: Two...

encomberance

reservation as an acceptable to the title granted by the City. The second oil reservation, "Fletchenstein," is more problematic. Although limited to oil and gas rights, this reservation is not expressly limited to non-surface access. It would be an open issue as to whether or not oil and gas could be explored for by undertaking surface activities. This reservation creates a more problematic situation when the City later attempts to reconvey the property. It should have some influence on the purchase price as the buyer will be expected to accept this as an exception to the title and, therefore, accept the risk of dealing with the potential of surface exploration activities looking for oil and gas.

The only alternative open to the City, in the event that we do not wish to accept the oil and gas reservation encumberances, is to insist that Mike Palmquist remove these encumberances prior to conveyance. This is highly problematic for Mr. Palmquist. In theory, he would have to cut a deal with all the heirs of the Langdon's and the Flerckensteins (presuming that the Langdon's and Flerckensteins may not be living at this time) or, alternatively would have to initiate a judicial proceeding to attempt to declare these oil reservations as invalid. Neither approach is very practical for Mr. Palmquist to pursue. However, if the City chooses the only realistic option, acceptance of these encumberances, be aware that it will influence the price that will be paid by a buyer of these properties from the City. Be further aware that these encumberances should be specifically called out in any future transaction involving conveyance of this property by the City to a future buyer.

Assuming that the City is willing to accept the status of title as reflected by the Title Insurance Report, then I would recommend the following logistical steps.

First, a cover letter should be prepared confirming that the City will pay for the costs of the title insurance in light of the fact that Mr. Palmquist has apparently paid for some of the property taxes that have accrued on the property following completion of the improvements/re-subdivision. If this is confusing, please refer to the executed Earnest Money Agreement.

TO: Erling Nelson
FROM: Richard Deuser
DATE: November 17, 1992

PAGE: Three

Second, the executed Deed needs to be given to McKinley Title for recordation with a request for issuance of the final title policy. It doesn't matter who accomplishes this step, but be advised that my law office asked for the Preliminary Committment and will be paying the Title Insurance premium of \$250.00, subject to reimbursement when the monthly bill is sent out in early December. Consequently, if the City gives the Deed to McKinley Title for recordation along with a request for issuance of the title insurance policy, the City should not also be paying another \$250.00.

Enclosed you will find the enclosed Deed for execution and recordation. Enclosed you will find a copy of the Preliminary Title Report.

Should you have any questions, please call.

Very truly yours,

Richard Deuser

RD:Jlm

Enclosures

PRELIMINARY TITLE REPORT

ISSUED BY:

McKinley Title & Trust

OR: RICHARD DEUSER 11 165 E PARKS HWY, SUITE 201 WASILLA AK 99654

McKinley Title & Trust

1700 E. Parks Highway
Suite 200 Highway
Wasilla, Alaska 99654

THANK YOU FOR YOUR BUSINESS

HCKINLEY TITLE & TRUST, INC.

PRELIMINARY COMMITMENT FOR TITLE INSURANCE

TO: RICHARD DEUSER
165 E PARKS HWY. SUITE 201
WASILLA AK 99654

FILE NUMBER: M9464

- 1. Effective Date: October 27, 1992 at 8:00am
- 2. Policy or policies to be issued: Amount Premium

 Owner's standard coverage \$17,900.00 \$250.00
- 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:
 - HICHAEL PALHQUIST as to that portion previously known as Lot Nine (9) Ravenswood, Plat No. 78-119 and ELDOR T. HULKE and LAURA H. HULKE as to that portion previously known as Lot Thirteen (13), Block Three (3), Independence Estates, Plat No. 77-85
- 5. The land referred to in this Commitment is described as follows:

Lot Nine A (9A), RAVENSWOOD DIVISION I, according to Plat No. 90-35, located in the Palmer Recording District, Third Judicial District, State of Alaska

MCKINLEY TITLE & TRUST, INC. PAGE 2 M9464

EXCEPTIONS:

- Reservations and exceptions as contained in the U.S. Patent. 1.
- Taxes and/or assessments, if any, due the Hatanuska-Susitna Borough 2. - INFORMATION ATTACHED.
- Notes, easements, slopes and restrictions as shown on the plat. 3.
- Covenants, conditions and restrictions, including the terms and 4. provisions thereof: Recorded August 22, 1977 Book/Page 1146/690
- Covenants, conditions and restrictions, including the terms and provisions thereof: Recorded August 25, 1978 Book/Page :172/906
- Reservation by LAWRENCE E. FLECKSTEIN and HELEN S. FLECKSTEIN of all the oil, gas and mineral rights, as reserved in that certain instrument recorded January 28, 1965 in Book 55 at Page 247.
- Reservation by J. PHILLIP LANGDON of all the oil, as reserved in 7. that certain instrument recorded June 23, 1972 in Book 62 at Page Subject to no right of surface entry.
- Resolution No. WR 89 40, including the terms and provisions thereof 8. levying Knik Road Gas Assessment District 90-35. No assessment on 9A 8962

TITLE TO VEST IN: CITY OF WASILLA 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.

Hike Anderson, President

MA/ar

HATANUSKA-SUSITNA BOROUGH 350 E Dahlia, Palmer Ak 99645 <-- TAX MASTER RECORD -->

TEL: 745-9610

Date 11/04/92 Time 11:11:41

int # 3675000L009A DELINQU

Yr	Totals	Principal	Interest	Penalty	Zone
Current 92 Prior 1 91 Prior 2 90 Prior 3 89 All Prior	176.56	162.90	1.45	12.21	CTY CTY 006 006
Fotal Due	176.56	162.90	1.45	12.21	
Mail Bill To	545 BOUNDARY ST WASILLA AF	; (99654	Roll Pen LF- 1st Half Bill 2nd Half Bill Total 92 Tax Last Activity		i
CHNG #, CHD 1	-CANCEL. 2-ADVANCE.	3-BACKUP,		_, _, _,	

F. _00 < REAL PROPERTY RECORD > Date 11/04/92 Time 11:12

Account # 3675000L009A Subdiv RAVENSWOOD/INDEPENDCE EST RSUB Audit 1524000L009 O 1st PALHQUIST HICHAEL E

H 2nd

.. 2110

TXR100

N 3rd

E C/0

R Str 545 BOUNDARY ST

S C/S WASILLA AK 99654

Certified Certified Work in Progress
ASSESSED 1991 CTY 1992 CTY 1993 CTY
Land Value 7,000 9,000
Imprv Value
Total Value 7,000 9,000

Hill Levy ' 17.900 18.100 .000

Acres: .94

Place Name: CITY OF WASILLA

Map Number: WA 11 T/R/S: S 17N01W15 C

Tax Roll: REGULAR 1993 Notice/Bill: OWNER Updated: 8/21/90 13:34:11 TDW Neighborhood: WASILLA

CHNG ACCT, 1-END, 2-ADVANCE, 3-BACK-UP, 4-TOTAL, 5-TAX, 6-LAND, OR 7-IHPV