ASSEMBLY STANDING COMMITTEE
LANDS AND RESOURCES COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA

June 22, 2020, 5:00 PM.
Zoom Webinar/Virtual Meeting Only
The public can listen to the audio or watch by following one of the options below: • Join the Zoom Webinar as an attendee at: https://juneau.zoom.us/j/97439793760 • Call: 1-346-248-7799 and enter Webinar ID: 974 3979 3760

I. ROLL CALL

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

A. June 1, 2020 Draft Minutes

IV. PUBLIC PARTICIPATION

(Not to exceed a total of 10 minutes nor more than 2 minutes for any individual).

V. AGENDA TOPICS

A. Alaska Legacy Partners Release Request for 9290 Hurlock Ave

B. Taku Terrace Association Request to Purchase City Property

VI. STAFF REPORTS

VII. LIAISON/COMMITTEE MEMBER COMMENTS AND QUESTIONS

VIII. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

ASSEMBLY STANDING COMMITTEE MINUTES
LANDS AND RESOURCES COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA
June 1, 2020, 5:00 P.M.
City Hall, Assembly Chambers, Zoom Webinar Meeting

I. ROLL CALL

Chair Edwardson called the meeting to order at 5:01pm.

Members Present: Chair Rob Edwardson, Alicia Hughes-Skandijs, Greg Smith, Carole Triem

Members Absent: None

Liaisons Present: Chris Mertl, Parks and Recreation; Michael LeVine, Planning Commission

Liaisons Absent: Chris Dimond, Docks and Harbors

Other Assembly Members Present: Loren Jones

Some Members of the Public Present: Garrett Schoenberger, Alaska Legacy Partners, Laura Talpey, Montessori School

Staff Present: Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Rorie Watt, City Manager; Jill Maclean, CDD Director; Rob Palmer, Municipal Attorney; Michele Elfers, Parks and Recreation Deputy Director

II. APPROVAL OF AGENDA

The agenda was approved.

III. APPROVAL OF MINUTES

The May 4, 2020 Draft Minutes were approved.

IV. PUBLIC PARTICIPATION

Garrett Schoenberger, from Alaska Legacy Partners, called in to speak on behalf of their request to be released from contract for the Hurlock property. Their topic was scheduled as a Staff Report item and not an Agenda Topic and Mr. Schoenberg had felt that this was the proper venue to provide their voice for the initial discussion of their issue and wanted to let the Committee know his stance on the issue. They acquired the property in 2018 at fair market value with the intent to build an assisted living facility. They used an architect to develop the property, and provided their cash outlay timeline in the packet. Upon getting the construction plan finalized, they received news that the City was purchasing land in Vintage Park to promote a large-scale senior assisted living facility. The City purchased the land in 2019 and immediate put out requests for bid for proposals from developers. Knowing that competing development would negatively affect their facility, they submitted a bid with Baxter Senior Living out of Anchorage. They were notified in December that they were not selected and the project was awarded to Torrey Pines out of San Diego. They were happy to see that the City was promoting senior living in Juneau but that didn't negate the fact that it presented direct competition a half of mile from their proposed facility. They are not looking to profit from our proposed sale but to repay back the City with interest and possibly recoup costs. They would also be more than willing to sale the property to any of the organizations that expressed interest in transitional youth housing.

V. AGENDA TOPICS

A. Mayflower Building/Montessori School Lease Renewal

Mr. Bleidorn discussed the lease renewal for the Montessori School. The Montessori School is located between St. Ann's Avenue and Savikko Road, near Savikko Park. The Montessori School has leased the Mayflower Building from the CBJ since 1992. Fair market value for the Mayflower Building was established by appraisal in 1993 and found to be $2,000 per month. The lease rate has not been updated to a current fair market value since 1993.

The Current lease was signed in 2015 and was authorized by Ordinance 2014-44. In 2014 fair market value was determined by appraisal to be $3,255 per month, at that time the Lands Committee and Assembly chose to keep the lease rate flat at the 1993 amount of $2,000 per month, since it was covering the costs of maintaining the building. The current lease has the option for a 5-year renewal with the requirement that anything less than a fair market value lease rate be brought to the Assembly for approval. Section four of the lease states that "the manager is only authorized to renew this lease with a rental rate at the fair market value. If the Lessee seeks to renew the lease at less than fair market value, then the Assembly must first authorize the reduced rental rate." Since 2014, the building maintenance costs have gone up and the lease rate no longer covers the costs to maintain this building. It currently costs roughly $2,600 per month to maintain this building.

Laura Talpey, the Executive Director of the Juneau Montessori School, requested that the lease rate continue at the $2,000 per month. The Montessori School has experienced hardships due to COVID-19, and they have been closed for the past few months, only recently reopening. They are looking at many months of low tuition with currently only receiving about half of their normal tuition rate. This will be a difficult time for the Montessori School financially to stay afloat. The Montessori School has been active in applying for grants to assist with other costs, such as addressing the lead in the windows and replacing lead based paint and to try to cover maintenance costs on their end. Any increase in rent would be passed onto families, which they are trying to avoid.

Mr. Smith asked what age children attend the Montessori School. Ms. Talpey replied that the youngest kids are 1 ½ years old up to age 6.

Ms. Triem asked if the Montessori School qualifies for the CARES Act funds recently passed through the Assembly. Ms. Talpey replied that they received a paycheck protection loan in May and believes that they qualify.

Ms. Hughes-Skandijs asked to clarify on Ms. Triem's question if they only received payroll protection and nothing from the State. Ms. Talpey clarified that they received building funding from the Childcare Office, which they promised three months of funding and have allocated one month to the tuition funding and the Montessori School is uncertain if they will receive anymore. Ms. Hughes-Skandijs asked how long the waiting list is. Ms. Talpey noted that they have about a 7 – 15 families who are lined up to start in September and other families that are starting to call looking for care, so probably about 15 or 20 new children that would be starting.

Mr. Smith asked if the lease needs to be a five-year extension or if it can be shorter. Mr. Smith is concerned about COVID times and he is not excited to raise the rent and was interested in extending for a year or two at the lower rate and reevaluate after that. Mr. Bleidorn replied that a one-year extension is allowed under existing terms with a five-year maximum. Mr. Mertl commented that he had the same question to ask.

Chair Edwardson added that a lease is a property right as opposed to a rental agreement and that it has value that a rental agreement does not, with a shorter the lease, less value.

Ms. Triem asked if there are any current properties like this that the Assembly has approved less than fair market value rate for a lease. Mr. Bleidorn replied that none came to mind and the City does not have many buildings like this that we lease.

Chair Edwardson asked Ms. Talpey about a shorter lease and what impact that would have. Ms. Talpey replied that the only issue would be the uncertainty with their budgeting process and where they would stand, as $600 is significant to the Montessori School but they are willing to work with whatever is proposed.

A motion of support for a one-year lease renewal to continue at the $2,000.00 per month rate to bring to the Assembly for final approval, passed.

B. Eagle's Edge Land Donation Request

Mr. Bleidorn discussed this request from the Eagle's Edge Homeowners Association to donate a parcel of land to the City as a playground. Eagles Edge Homeowners Association consists of a roughly 90-lot subdivision located in Lemon Creek. Eagles Edge includes a neighborhood recreation area that the Homeowners Association is mandated to maintain via plat note number 3 on the attached Plat 85-24. The plat states that the Association shall be responsible for maintaining the recreation area and that these designated areas cannot be changed, abandoned or altered without approval of the City and Borough and "failure to maintain these designated areas may result in a lien on each lot for it's per rata share of necessary costs."

Eagles Edge Homeowners Association is currently working through the process to dissolve which has included working with the City over the past few years to upgrade utilities to meet City standards with the intention of the City accepting them for maintenance. The Association has offered the recreation lot to the City as a land donation in order to clear the plat note related to maintaining the area. Prior to the City accepting this lot and removing the plat note, the Assembly must first authorize this acquisition by adopting a resolution.

CBJ§53.04.030 - Grants and Gifts.
Real property to be acquired as a grant or as a part of a program of grants or which is offered to the City and Borough as a gift, or at less than fair market value and which is not

required for an approved project, may be accepted only upon the approval of the Assembly by resolution.

As part of the request to donate this parcel to the City, Eagles Edge Homeowners Association has offered approximately $100,000 for park maintenance to the Parks Foundation. If the City acquires this property, the Parks Department plans to use the $100,000 to bring the property up to the CBJ standard of safety including ADA accessibility and fall protection.

Maintenance requirements for Eagle's Edge Playground include a daily visit to empty trashcans and pick up litter, weekly playground inspection, regular mowing, and minor painting every few years. Park and Landscape maintenance staff perform these routine activities in Lemon Creek and Salmon Creek parks and will be able to add this new playground to the current schedule. New playground installations have an estimated life of fifteen years and Installing poured in place surfacing will help to eliminate regular clean up needs from loose rubber mulch. Upon a positive recommendation from the Lands Committee, this donation request will be presented by Resolution to the Assembly for adoption.

Ms. Triem asked how large this lot is. Mr. Bleidorn replied just under 9,000 square feet.

Mr. Smith asked what the annual maintenance costs would be if the City were to accept the donation. Mr. Bleidorn noted that it would not be a large increase as there are already Parks Maintenance staff that service the nearby area, so it would be additional stops to empty trashcans and keep an eye on things. It sounds like there is enough money to bring the park to current standards and generational costs to maintain equipment over time. Ms. Elfers commented that Parks does daily trash stops, this would be an additional stop, along with weekly stops for equipment inspections, and again this would be an additional stop. The life of a playground is typically 15 years and would hope to improve this to a state that requires little maintenance with surfacing and low maintenance costs.

Mr. Watt provided a little background on this neighborhood and the Lemon Creek park plan in general. For quite a few years, the Assembly has been supportive of working with the neighborhood association in taking over the utilities. The City has built a new water system, built roads and added drainage and sidewalks. A new playground is the last remnant of the dissolution of the neighborhood association. This is unusual in that they are also providing funds along with the playground. Roughly, ten years ago, the Assembly had felt that Lemon Creek was underserved in recreation and voters approved of $250,000 in temporary sales tax funding but the City was not able to identify a project that the Assembly was supportive of for this area. Mr. Watt noted that there are two questions, should the Assembly accept the playground and if it does, what does it want to do with those playground funds, find another area for those funds or do a higher-level treatment for this playground.

Ms. Triem wanted to hear from Staff on Mr. Watt's last question, as the Comp plan asked for a 9 or 10-acre park and the size of this park is far less. Ms. Triem was concerned that the park would be too small for what the Assembly wanted. Ms. Elfers commented that one of the reasons that the playground funds hasn't been utilized yet is that it is difficult to find land. Ms. Maclean commented that when it comes to updating the Comp plan, the City would be looking at some of these issues through a lens suited for Juneau and not necessarily for a national level. Juneau is not like most communities in that with a population of 30,000 or so, it may not be needed to have very many 10-acre parks. Smaller pocket parks are wanted, but more so trails and access to natural areas. Juneau does not have the land available similar to other communities.

Mr. Mertl commented that the PRAC has been tracking this item and does support it as it puts something in the public domain that is needed in the Lemon Creek area.

The Lands Committee passed a motion of support for the acquisition of this property by donation and if it is necessary to use the sales tax funds for necessary improvements, and to move this item to the Assembly.

C. Crazy Horse Drive Communications Tower Land Lease Request

Mr. Bleidorn discussed this request. On April 8, 2019, the Lands Committee reviewed a memo and presentation regarding a request from Vertical Bridge Holdings LLC to lease City property on the 32-acre parcel located at the end of Crazy Horse Drive, in the Mendenhall Valley. At that meeting, the Lands Committee passed a motion of support to work with Vertical Bridge Holdings LLC towards the lease of City Property contingent on a Planning Commission recommendation.

In the time since the 2019 Lands Committee meeting, an appraisal has been completed for this proposed lease, the Planning Commission has reviewed the lease and the Assembly provided a motion of support to work with the original proposer. The appraisal was completed on February 21, 2020 and the lease rate was determined to be $1,075 per month. The Planning Commission, at its regular public meeting on April 14 2020, adopted the analysis and findings attached in the Notice of Decision (NOD) and approved the special use permit for this tower. This tower request was brought to the Lands Committee at the May 4 2020 as a Staff Report to solicit questions. At the May 18, 2020 meeting, as New Business, the Assembly provided a motion of support to work with the original proposer.

CBJ§53.09.260 - Negotiated sales, leases, and exchanges states:
"*After review by the planning commission for disposals other than leases, after review by the assembly lands committee, and authorization by the assembly by ordinance, the manager may conclude arrangements for the lease, sale, exchange, or other disposal of City and Borough land. The final terms of a disposal pursuant to this section are subject to approval by the assembly unless the minimum essential terms and the authority of the manager to execute the disposal are set forth in the ordinance enacted pursuant to this subsection. The disposal may not be executed until the effective date of the ordinance.*"

If this lease request receives a positive motion from the Lands Committee, an ordinance will be drafted and introduced to the Assembly, which will authorize the Manager to execute a lease with Vertical Bridge Holdings LLC. The Lands Committee passed a motion of support to lease property to Vertical Bridge Holdings LLC at Crazy Horse Drive for fair market value.

VI. STAFF REPORTS

A. Hurlock Property Release Request

Mr. Bleidorn discussed this request. In December of 2017, the Lands Committee provided a motion of support to solicit letters of interest for potential uses for this property. Due to this solicitation, the Lands Committee received six applications for uses of this property. In April 2018, the Assembly passed a motion directing staff to dispose of this property to Alaska Legacy Partners to be used for senior care for fair market value, which was determined by appraisal to be $350,000. On August 13, 2018 the Assembly adopted Ordinance 2018-42 (Attachment 1) authorizing the sale of this property to Alaska Legacy Partners with the condition that they develop the property in accordance to their proposed use as a senior care facility.

On April 20, 2020, the City Manager and Assembly received a letter from Garrett Schoenberger of Alaska Legacy Partners, requesting a release on this property located at 9290 Hurlock Avenue. Schoenberger' s letter (Attachment 2) states that "in late 2019 CBJ purchased land in Vintage Park and subsequently agreed to an incentive package deal with Torrey Pines Development to develop a 90 bed Assisted Living facility. While we applaud CBJ for taking aggressive action to promote a large-scale development, this created direct, subsidized competition 0.5 miles from our proposed Hurlock facility" and that "The second and more pressing issue is the COVID-19 pandemic. This has caused indefinite delays due to government mandates and massive uncertainty in equity and credit markets"

Currently Alaska Legacy Partners is in good standing and has not defaulted on any terms and conditions of the Ordinance or Purchase and Sales Agreement (Attachment 3). To date Alaska Legacy Partners has paid the City $35,000 for this property as a down payment that was due at signing. The financing terms have an interest rate of 6% and there is a 24-month deferment period that will end in November 2020.

Alaska Legacy Partners is requesting that the Assembly allow them to sell this property on the open market and remove the requirement that this property be used for senior care in order to recoup their investment costs. Their main goal during this pandemic is to remain solvent and not take unnecessary risks and they have invested over $151,000 into the property.

Mr. Palmer commented that he has had preliminary conversations with Mr. Bleidorn but due to COVID, the Law Department has not had sufficient time to fully analyze the request from Alaska Legacy Partners and there are some nuances that could benefit from legal work to help the Committee make a decision. A big picture summary, the City is the seller that had imposed a condition that the property has to be used a senior care facility, but the City is also the bank, in that we also loaned the property. Like most financial transactions, a bank does not lose. The piece that is hanging out there is the public purpose condition that the property is to be used as a senior care facility. Law wants to review to provide options to the Committee.

Chair Edwardson mentioned that he wanted to add a comment from previous Lands Manager, Greg Chaney, that the Land Division tends to look at land transfers in a long-range viewpoint, not just a few years but up to several decades. Chair Edwardson is not looking for action on this item for this meeting but intends to put it on an upcoming meeting if that is the will of the Committee and Alaska Legacy Partners would be invited to speak on behalf of their proposal.

Mr. Smith asked about the appraised value of this property and if it was the same as a few years ago. Mr. Bleidorn replied that there is not a current appraisal for this property, with the most recent appraisal done with the sale of this property. Mr. Smith replied that if we kept the requirement that this be kept as a senior care facility then that would limit the market. Addressing Mr. Palmer, Mr. Smith asked if we needed to keep that requirement of the agreement. Mr. Palmer replied that that is one of the issue Law intends to work on and bring back to the Committee.

VII. INFORMATION ITEM ONLY/NO PUBLIC PARTICIPATION

A. FEMA Flood Map Adoption Process

Jill Maclean with Community Development provided this item to the Committee. Chair Edwardson noted that this item was not slated for discussion but there was additional time left in the meeting to allow a short discussion. Ms. Maclean noted that the Assembly has received some comments and questions about the process and wanted to address those, in particular the timing of the issue. This is FEMA's process and the City is responsible for assisting with the public outreach and the adoption process. It is led by FEMA and is on their timeline. Regardless of how quickly the Planning Commission and Assembly hears this topic this summer, the maps will go into effect on September 18, if adopted by the City. If the City finishes sooner, they still go into effect on September 18, per FEMA. We need to make sure we make that date to continue to be part of the Flood Insurance Program. The Planning Commission should hear this in July and the Assembly in August.

Ms. Triem commented that awhile back the Assembly received information on hazard mapping and inquired if this is the same thing. Ms. Maclean replied that hazard mapping is different and that was for mass wasting, avalanche, and landslides. Hazardous mapping primarily takes places in the downtown area and FEMA flood mapping takes place throughout the Borough.

VII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS

No Liaison reports provided.

VIII. ADJOURNMENT

Chair Edwardson adjourned the meeting at 5:47PM.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
LAW DEPARTMENT

MEMORANDUM

DATE: June 18, 2020
TO: Rob Edwardson, Chair Assembly Lands Committee
FROM: Robert Palmer, Municipal Attorney; Emily Wright, Assistant Municipal Attorney
SUBJECT: Preliminary Hurlock Property Legal Issues

Ordinance 2018-42, Section 3(C) provides:

> (C) Alaska Legacy Partners shall be required to develop the property in accordance with its proposal as presented to the Assembly, specifically, a senior assisted living facility.

Consistent with Ordinance 2018-42, Alaska Legacy Partners LLC agreed to the following two relevant provisions in the Purchase and Sale Agreement (PSA):

> **7. Development of Assisted Living Facility.** Alaska Legacy Partners LLC shall be required to develop the property in accordance with its proposal as presented to the Assembly, specifically, a senior assisted living facility, attached as Appendix E.
>
> **18. Binding Effect/Assignment Restricted:** This Agreement is binding on and will inure to the benefit of Seller, Purchaser, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, neither Purchaser nor Seller may assign its rights under this Agreement.

Questions:

(1) **Does Alaska Legacy Partners LLC have the ability to sell the Hurlock property?** Likely no, because a sale would cause an assignment, which is prohibited and because a sale would vitiate the underlying public purpose of section 3(C) of Ordinance 2018-42.

(2) **If Alaska Legacy Partners LLC tried to sell the property, would a new buyer be required to develop the property consistent with Ordinance 2018-42?** Likely yes, because the specific senior assisted living facility proposal by Alaska Legacy Partners LLC was the heart of the ordinance and PSA, the PSA terms are explicitly binding on successors, the assisted living facility development requirement is a rational condition or restraint, and both the ordinance and PSA are public records. Any sale would still require Alaska Legacy Partners LLC to fully satisfy the financing terms owned to the CBJ.

(3) **If desired, can the Assembly enact an ordinance that allows the property to be sold with or without the senior assisted living development condition?** Yes.

MEMORANDUM

CITY/BOROUGH OF JUNEAU
Lands and Resources Office
155 S. Seward St., Juneau, Alaska 99801
Dan.Bleidorn@juneau.org
(907) 586-5252

TO: **Rob Edwardson, Chair of the Assembly Lands Committee**

FROM: Daniel Bleidorn **Dan Bleidorn, Lands & Resources Manager**

SUBJECT: **Alaska Legacy Partners Release Request for 9290 Hurlock Ave**

DATE: **June 12, 2020**

On August 13, 2018, the Assembly adopted Ordinance 2018-42 authorizing the sale of this property to Alaska Legacy Partners with the condition that it develop the property in accordance to their proposed use as a senior care facility. Allowing the owners to sell the property without encumbrance would require the Assembly to pass a non-code ordinance to expunge the senior care facility restriction.

On April 20, 2020, the City Manager and Assembly received a letter from Garrett Schoenberger of Alaska Legacy Partners, requesting a release on the property located at 9290 Hurlock Avenue. Staff requests a direction from the Lands Committee on how to proceed with this request, below are potential options for processing this request.

Option 1, No action: Hold Alaska Legacy Partners to the original agreement. The current agreement is not in default as the payment deferment period ends in November 2020. Since this agreement is not in default, no action is needed from the Assembly at this time. Inaction can be costly to Alaska Legacy Partners as they are looking to divest in this property as soon as possible.

Option 2, Remove the senior care requirement and allow ALP to sell the property. This option results in the Assembly no longer being involved in how the property is used. Alaska Legacy Partners would still be required to pay the City for the property within the existing financing terms. This option removes the uncertainties associated with reacquiring the property such as the condition of the building and site and the amount of remodeling needed to utilize this property for a public purpose. The appraisal completed in 2017 states that "when you have marginal quality improvements, this risk and potential redevelopment cost can negate any value that the improvements might add." Option 2 would be completed by the Assembly adopting an ordinance to allow Alaska Legacy Partners to sell the property and remove the senior care requirement.

Staff requests a direction from the Lands Committee on how to proceed with Alaska Legacy Partners Release Request for 9290 Hurlock Ave.

Presented by: The Manager
Introduced: 07/23/2018
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-42

An Ordinance Authorizing the Manager to Sell City and Borough of Juneau Property, Located at 9290 Hurlock Avenue, to Alaska Legacy Partners.

WHEREAS, Juneau Youth Services notified the CBJ in November of 2017 that it no longer had need for the Hurlock facility; and

WHEREAS, CBJ staff recognized that the facility had long served an important community purpose; and

WHEREAS, CBJ staff recommended that the community be given the opportunity to propose uses that would continue to serve necessary public purposes; and

WHEREAS, housing is in short supply in the community and through the adopted Housing Action Plan it has been an Assembly goal to support the development of all types of housing, including senior housing; and

WHEREAS, the proposal by Alaska Legacy Partners, to use the property for an assisted senior living facility, was ranked highest in a competitive process; and

WHEREAS, the Assembly Committee of the Whole recommended the approval of the sale of the property to Alaska Legacy Partners at its meeting on April 16, 2018.

THEREFORE BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

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

Section 2. Authorization to Dispose of Land by Negotiated Sale. The Manager is authorized to negotiate and execute the sale, by quitclaim deed, of the property identified as

> 9290 Hurlock Avenue, a fraction of U.S. Survey 381, Juneau Recording District, First Judicial District, State of Alaska containing approximately 36,122 square feet

and shown on the attached Exhibit A map, subject to reservations, easements, exceptions, covenants, conditions, and restrictions of record, in accordance with the minimum terms and conditions specified in this ordinance.

Section 3. Conditions of Sale. Conveyance of the property shall be pursuant to a purchase and sale agreement, which must include the following minimum essential terms:

(A) The purchase price of the property shall be the fair market value, to be Three Hundred and Fifty Thousand Dollars ($350,000.00), determined by appraisal dated December 14, 2017. Alaska Legacy Partners shall finance the purchase amount through the City and Borough of Juneau under the following terms:

(1) Alaska Legacy Partners shall pay a 10% (ten percent) down payment of Thirty-Five Thousand Dollars ($35,000.00) at the closing date identified in the purchase and sales agreement.

(2) Interest on any unpaid balance shall be at a rate of 6% (six percent) per annum.

(3) The loan term is five years. The first twenty-four months of payments are deferred to the last payment. Interest accrues during the first twenty-four month period. Payments twenty-five through the second to last payment shall be made monthly based on a 30-year amortization schedule. The last payment is a balloon payment in which all outstanding principal and accrued interest is due.

(B) Alaska Legacy Partners shall be required to purchase title insurance and pay for all closing and recording costs.

(C) Alaska Legacy Partners shall be required to develop the property in accordance with its proposal as presented to the Assembly, specifically, a senior assisted living facility.

Section 4. Other Terms and Conditions. The Manager may include such other terms and conditions as may be in the public interest and in accordance with CBJ Title 53.

Section 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 13th day of August, 2018.

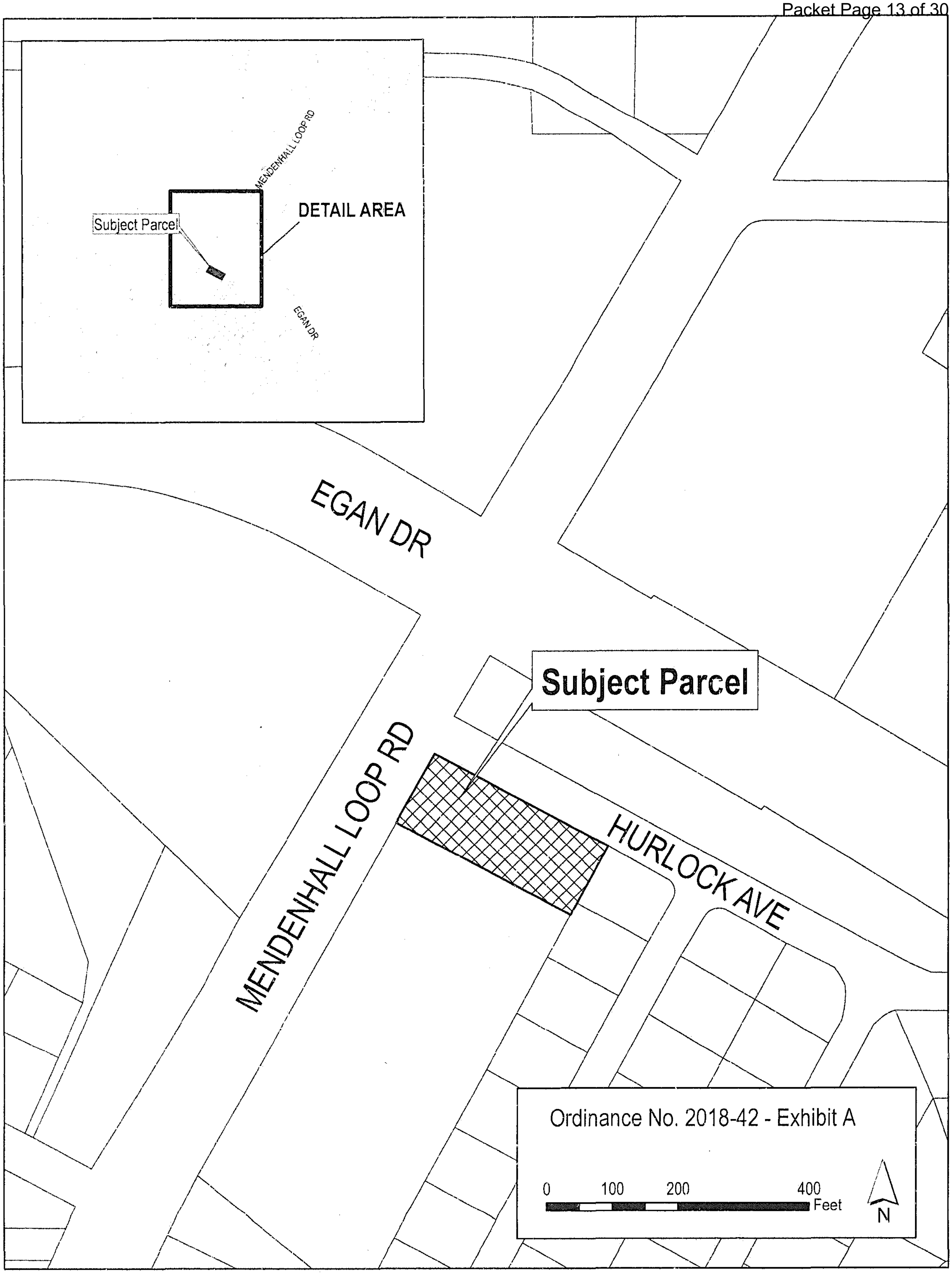
Kendell D Koelsch

Kendell D. Koelsch, Mayor

Attest:

Elizabeth J McEwen

Elizabeth J. McEwen, Municipal Clerk


MENDENHALL LOOP RD
Subject Parcel
DETAIL AREA
EGAN DR
EGAN DR
Subject Parcel
MENDENHALL LOOP RD
HURLOCK AVE
Ordinance No. 2018-42 - Exhibit A
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Alaska Legacy Partners
P.O. Box 34033
Juneau, AK 99801

April 20, 2020

Mr. Rorie Watt
City and Bureau of Juneau
155 S. Seward Street
Juneau, AK 99801

Mr. Watt:

Alaska Legacy Partners (ALP) would like to formally request a release on its property located at 9290 Hurlock Avenue, Juneau, AK 99801. This release would allow us to sell the property on the open market and recoup costs incurred since acquisition. We are facing two external factors that make executing on our business plan extremely challenging.

In late 2019 CBJ purchased land in Vintage Park and subsequently agreed to an incentive package deal with Torrey Pines Development to develop a 90 bed Assisted Living facility. While we applaud CBJ for taking aggressive action to promote a large-scale development, this created direct, subsidized competition 0.5 miles from our proposed Hurlock facility.

The second and more pressing issue is the COVID-19 pandemic. This has caused indefinite delays due to government mandates and massive uncertainty in equity and credit markets.

To date, ALP's cash outlay on Hurlock is $151,682 (see Exhibit A). The current outstanding balance owed to CBJ is ± $350,000 (see Exhibit B). We believe a market sale would generate enough proceeds to pay off the CBJ debt and give ALP an opportunity to recoup some of its costs. If by chance, the property yielded any proceeds above our actual expenses, those funds would be paid to CBJ. We are not looking to profit from the proposed sale. We believe it's important to note that the property was purchased from CBJ for appraised fair market value and we did not receive any incentives except for 24 months of deferred payments while planning was underway.

ALP acquired the property in October 2018 and worked diligently to develop an Assisted Living facility (see Exhibit C). This process included obtaining a Conditional Use Permit (CUP) and retaining MRV Architects to create a full set of construction, demolition and building plans. Other licensing, entitlement, and design steps were taken, and we continue to have monthly carry costs in the form of increasing mortgage debt, utility, heating, and maintenance payments.

ALP's main goal during this pandemic is to remain solvent and not take unnecessary risks. The offloading of the Hurlock property helps greatly to achieve this.

Sincerely,

Garrett Schoenberger
garrett@alaskalegacypartners.com

Paul Simpson
paul@alaskalegacypartners.com

EXHIBIT A – ALP Cash Outlay

HURLOCK - ALP CASH OUTLAY	
Operating Expenses	
AELP	5,642.98
CBJ - Water/Sewer	1,813.86
CBJ - Property Taxes	4,580.61
Landscaping	734.95
Plumbing	261.25
Fuel	9,430.28
Total Operating Expenses	22,463.93
Design & Planning	
CBJ - Conditional Use Permit	650.00
Asbestos Testing	525.00
Administration	239.70
Electrical Engineering	12,106.50
Mechanical Engineering	30,185.00
Architecture Plans	48,543.52
Total Design & Planning	92,249.72
Down Payment + Closing Costs	36,968.50
Total Cash Outlay to Date	**151,682.15**

Exhibit B – Loan Terms

Loan Terms:

Initial Loan Amount:	$315,000
Term:	5 years – balloon at end of term
Amortization Period:	30 years
Interest Rate:	6%
Monthly Payment:	$1,889
Deferred Payments:	Payments deferred for first 24 months

Deferred Mortgage Payments Due at Sale:

20 months (June 30, 2020 close date):	37,780 (20 x 1,889)
21 months (July 31, 2020 close date):	39,669 (21 x 1,889)

Loan Balance Due at Sale:

Loan Balance with June 30 closing date:	308,421
Loan Balance with July 31 closing date:	308,075

Owed to CBJ at Closing (rounded to nearest thousand):

June 30, 2020 closing date:	346,000 (308,421 + 37,780)
Jul 31, 2020 closing date:	348,000 (308,075 + 39,669)

Exhibit C – Timeline

October 2018:	ALP purchases Property from CBJ at market rate (per appraisal)
March 2019:	ALP receives Conditional Use Permit (CUP) from Planning Commission
August 2019:	ALP receives construction ready documents from MRV Architects
September 2019:	CBJ purchases Vintage Park land and announces RFP process
October 2019:	ALP receives initial bid from Dawson Construction for Hurlock property
November 2019:	ALP & Baxter Senior Living submit proposal for Vintage Park land
December 2019:	Notified we were not selected for Vintage Park land
February 2020:	ALP begins alternate design concepts to come up with viable solution

Recorded in the Juneau Recording District.
When recorded return to:

City and Borough of Juneau, AK
Attn: Division of Lands and Resources
155 S. Seward St
Juneau, AK 99801

Document Title: Purchase and Sale Agreement
Grantor/Seller: City and Borough of Juneau, Alaska
Grantee/Purchaser: Alaska Legacy Partners, LLC.
Legal Description: 9290 Hurlock Ave., A fraction of U.S. Survey 381, Juneau Recording District, First Judicial District, State of Alaska containing 36,122 square feet
Assessor's Parcel Number: 5B1601020230

PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("Agreement") is entered into between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska ("Seller"), and Alaska Legacy Partners, LLC, an Alaska limited liability company ("Purchaser"). The Seller and Purchaser are collectively referred to herein as ("the Parties").

I. AGREEMENT

In consideration of the mutual promises and valuable consideration set forth in this Agreement, the Parties agree as follows:

1. **CBJ Authority:** Ordinance 2018-42 authorizes the disposal of the following real property that is the subject of this agreement.

2. **Real Property to be Conveyed:** Purchaser agrees to purchase the following Property from the Seller, and Seller agrees to sell the Property to Purchaser under the terms and conditions set forth in this Agreement:

    9290 Hurlock Avenue, a fraction of U.S. Survey 381, Juneau Recording District, First Judicial District, State of Alaska containing approximately 36,122 square feet

    SUBJECT TO reservations, exceptions, easements, covenants, conditions, and restrictions of record, if any.

3. **Purchase and Sale:** Purchaser agrees to purchase the Property from Seller for Three-Hundred-and-fifty thousand dollars **($350,000.00 USD)** ("Purchase Price"), and Seller agrees to sell the Property to Purchaser for the same.

4. **Effective Date:** This Agreement shall be effective and binding upon either party only upon such date that this Agreement is fully executed by all parties on the signature page. This provision may not be waived by partial performance or otherwise and no reliance shall be placed on this Agreement until it is so executed.

5. **Payment of Purchase Price:** The Purchaser agrees to pay the purchase price of three-hundred-and-fifty thousand dollars ($350,000.00 USD) as follows:

(a) 10% down payment of thirty-five thousand dollars ($35,000.00) to be paid on or before the Closing Date (as defined below) by wire transfer or electronic transfer.

(b) One-thousand eight-hundred and eighty-nine dollars ($1,889.00) to be paid on or before November 1, 2020, and each month thereafter for a total of thirty-six (36) payments ending on October 1, 2023.

(c) Three-hundred-forty-eight thousand three-hundred-seventy-one dollars and twenty-four cents ($348,371.24) to be paid on or before November 1, 2023 by wire transfer, certified check, or cashier's check.

(d) The Parties understand that this payment plan includes interest accrual of any unpaid balance at a rate of six percent (6%) per annum.

6. **Closing:** Closing of this transaction shall occur in either the offices of the Lands Division, 155 S. Seward St, Juneau, Alaska, 99801, or the title company as chosen by the Purchaser; and shall take place on October 19, 2018. For the purposes of this agreement "closing" shall have occurred when all appropriate documents are recorded and the Seller has received the required down payment. Purchaser is responsible for all closing and recording costs. All closing documents will be drafted by a title company of the Purchaser's choosing and provided to both parties before the date of closing.

7. **Development of Assisted Living Facility:** Alaska Legacy Partners LLC shall be required to develop the property in accordance with its proposal as presented to the Assembly, specifically, a senior assisted living facility, attached as Appendix E.

8. **Title:** Subject to performance by the Purchaser, the Seller agrees to execute and deliver on the date of closing a quitclaim deed similar to the one depicted as Appendix C.

9. **<u>Purchaser's Contingencies</u>:** The Purchaser agrees that this Agreement is not contingent on the Purchaser securing a loan or approval of its physical inspection. The Purchaser waives any financial or inspection contingencies.

10. **<u>Title Insurance</u>:** Purchaser shall purchase and obtain title insurance.

11. **<u>No Warranties:</u>** Purchaser specifically acknowledges and agrees that (1) Seller does not make any representations or warranties of any kind, either express or implied, with respect to the Property, and (2) the Property is conveyed to the Purchaser in an "As-Is" and "WITH ALL FAULTS" condition as of the date of closing, including, without limitations, the condition or stability of the soils or ground waters, the presence or absence of hazardous materials on or under the Property, suitability for any construction or development, zoning and similar matters.

12. **<u>Possession and Risk of Loss</u>**: Seller retains possession and assumes risk of loss prior to Closing.

13. **<u>Closing Costs</u>:** The Seller is not paying any closing costs. Purchaser is responsible for any and all other costs (i.e. Purchaser's attorney fees, escrow fees, title insurance, permitting fees, recording fees, land use/subdivision fees, survey fees, etc.).

14. **<u>Default</u>:**

a. **Purchaser 's Remedies**. In the event Seller defaults in its obligations under this Agreement, Purchaser may only specifically enforce this Agreement or rescind this Agreement.

b. **Seller's Sole Remedy**. If the transaction does not close before the close of business on the Closing Date and through no fault of Seller, this Agreement will be of no further effect.

15. **<u>Non-Foreign Affidavit</u>:** Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code, as amended, and regulations promulgated thereunder. Seller shall, upon written request of Purchaser, complete an affidavit to the effect.

16. **<u>Notices</u>:** All notices required to be given under this Agreement shall be in writing and shall be deemed delivered: (i) on the date of delivery if delivered via electronic mail ("e-mail") to all Parties (i.e. both Sellers and both Purchasers), and the party delivering notice has a record of successful transmission; (ii) on the next business day if delivered by a nationally recognized overnight courier service; or (iii) on the second business day after mailing if mailed by first class U.S. mail, postage prepaid,

return receipt requested, to the address of the other party to be notified as listed below. Either party may, by written notice to the other, designate a different address or e-mail address for purposes of this Agreement.

a. **Seller's Contact**
The City and Borough of Juneau
Attn: Lands & Resources Manager
155. S. Seward Street
Juneau, AK 99801
Phone: 907.586.5252
E-mail: Lands_Office@juneau.org

b. **Purchaser's Contact**
Alaska Legacy Partners, LLC
2780 Fritz Cove Road
Juneau, Alaska 99801
(602) 790-6144
E-mail: garrett@alaskalegacypartners.com

c. **Use of e-mail.** Purchaser and Seller acknowledge and agree that: (i) e-mail is an acceptable form of written communication and may be used by the parties as a method of delivering notices required under this Agreement; provided, however, Purchaser and Seller may only use the e-mail address(es) listed above to send, forward or receive e-mail communication for matters relating to this Agreement.

17. **Time of Essence:** Time is of the essence of this Agreement.

18. **Binding Effect/Assignment Restricted:** This Agreement is binding on and will inure to the benefit of Seller, Purchaser, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, neither Purchaser nor Seller may assign its rights under this Agreement.

19. **No Brokers Or Agents:** The parties represent that neither party has employed the services of a real estate broker or agent in connection with the Property, or that if such agents have been employed, that the party employing said agent will pay any and all expenses outside the closing of this Agreement.

20. **Free and Voluntary Agreement:** The Parties have read all of this Agreement and fully understand all of the terms used and their significance. The Parties execute this instrument freely and voluntarily for the purpose of conveying title of the Property from the Seller to the Purchaser in exchange for the Purchase Price.

21. **Entire Agreement:** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, correspondence, discussions, agreements, and understandings, whether oral or written, between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

22. **Severability:** If one or more of the provisions of this Agreement is held invalid, illegal or unenforceable in any respect, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

23. **Construction:** The Parties have reviewed and negotiated this Agreement. The Parties agree that any ambiguities will not be construed against a party.

24. **Release:** The parties to this Agreement hereby release each other from any and all claims involving the Property, except for any future claim brought to enforce the terms of this Agreement.

25. **Law and Forum Selection:** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. The Parties specifically waive any right or opportunity to request a change of venue pursuant to A.S. 22.10.040.

26. **Applicability of Alaska Public Records Act:** Purchaser acknowledges and understands that the Seller is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the Seller in relation to this Agreement must be made available for the public to inspect upon request, unless an exception applies. It is Purchaser's sole responsibility to clearly identify any documents Purchaser believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the Seller receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Purchaser, the Seller will notify Purchaser as soon as practicable prior to making any disclosure. Purchaser acknowledges it has five calendar days after receipt of notice to notify the Seller of its objection to any disclosure, and to file any action with

any competent court Purchaser deems necessary in order to protect its interests. Should Purchaser fail to notify the Seller of its objection or to file suit, Purchaser shall hold the Seller harmless of any damages incurred by Purchaser as a result of the Seller disclosing any of Purchaser's documents in the Seller's possession. Additionally, Purchaser may not promise confidentiality to any third party on behalf of the Seller, without first obtaining express written approval by the Seller.

27. **Counterparts:** This Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same document. Delivery of a legible photocopy, telefax, or scanned copy of the entire signed original of this Agreement will be treated the same as delivery of the original.

Dated this 1st day of October, 2018 at Juneau, Alaska.

SELLER/CBJ

CITY & BOROUGH OF JUNEAU

By: ______________________
Duncan Rorie Watt, CBJ Manager

PURCHASER
Alaska Legacy Partners LLC.

By: ______________________
Garrett Schoenberger

By: ______________________
Paul Simpson

SELLER ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ~~28th~~ 1st day of ~~September~~ October, 2018, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Duncan Rorie Watt**, to me known and known to me to be the **CITY AND BOROUGH OF JUNEAU MANAGER**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and s/he acknowledged to me that s/he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed.

WITNESS my hand and official seal on the day and year in this certificate first above written.

STATE OF ALASKA
OFFICIAL SEAL
Susan B. Phillips
NOTARY PUBLIC
My Commission Expires 1/10/22

Susan B. Phillips
Notary Public in and for Alaska
My Commission Expires: 1/10/22

PURCHASER ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 28th day of September, 2018, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **GARRETT SCHOENBERGER** and **PAUL SIMPSON**, to me known and known to me to be the **CO-FOUNDERS** of Alaska Legacy Partners, LLC, and known to me to be the persons who signed the foregoing instrument, on behalf of said limited liability company, and s/he/they acknowledged to me that s/he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

WITNESS my hand and official seal on the day and year in this certificate first above written.

Notary Public
EDELYN E. VEJAR
State of Alaska
My Commission Expires Mar. 12, 2019

Edelyn E. Vejar
Notary Public in and for Alaska
My Commission Expires: 3/12/19

Approved as to Content: Daniel Bleidorn ______ CBJ Lands Division

Approved as to Form: Robert H Palmer III 9/28/18 ______ CBJ Law Department

Appendix A - Diagram Property and Improvements
Appendix B – Title Commitment No. 3030216
Appendix C – Quitclaim Deed – title co will produce with DOT Note
Appendix D – Financing Amortization Schedule
Appendix E – Alaska Legacy Partner's Proposal
Appendix F – Assembly Ordinance 2018-42

MEMORANDUM

CITY/BOROUGH OF JUNEAU
Lands and Resources Office
155 S. Seward St., Juneau, Alaska 99801
Dan.Bleidorn@juneau.org
(907) 586-5252

TO: **Rob Edwardson, Chair of the Assembly Lands Committee**

Daniel Bleidorn
FROM: **Dan Bleidorn, Lands and Resources Manager**

SUBJECT: **Taku Terrace Association Request to Purchase City Property**

DATE: **June 18 2020**

In June of 1970, the City of Juneau adopted Resolution 404 authorizing the lease of City property located adjacent to Evergreen Cemetery to John Rader. The resolution states that the "Counsel finds that the portion of Evergreen Cemetery… not suitable for cemetery purposes, was never used for such purposes, and will not be used because it is low swampy land, separated from the main part of the Cemetery by a high bank." Based on this finding, the property was leased in order to provide "some useful purpose."

The lease agreement was signed in June of 1970 and has a term of ninety (90) years. The lease states that the rent is to be evaluated every ten years and "the rental for any ten (10) year period shall not exceed by more than 20% of the amount paid during the immediately prior ten (10) year period." Currently Taku Terrace's lease rate is $296.38 per month. Because of the 20% cap on the lease rate, this lease is not currently at fair market value. The last assessment of this property from 2000, determined the fair market value for the lease would have been $1,852.50 per month.

On May 21, 2020, the Lands Office received a request from Taku Terrace Association declaring that there is interested in acquiring the property from the City. Private financing on the condos has become problematic because Taku Terrace Association does not own the land that the condos are built on. This property was listed in the 2016 Land Management Plan as "retain" which will need to be updated prior to a disposal of this property. If the Lands

Committee provides a positive motion to work with the original proposer, the next step in the process will be to have this request reviewed by the Planning Commission. The Planning Commission will evaluate for conformity with existing plans, including the Land Management Plan and provide a recommendation to the Assembly.

53.09.260 - Negotiated sales, leases, and exchanges states:
"The proposal shall be reviewed by the assembly for a determination of whether the proposal should be further considered and, if so, whether by direct negotiation with the original proposer or by competition after an invitation for further proposals.

Lands staff requests that the Lands Committee pass a motion of support to the Assembly to work with the original proposer (Taku Terrace Association) for the disposal of a fraction of U.S. Survey.

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY
LANDS & RESOURCES

Application to Purchase City and Borough of Juneau Lands

The CBJ Lands and Resources Division has received your application. We will contact you shortly. Have questions? You can reach our mainline at (907) 586-5252 or email us at Lands_Office@juneau.org. Thank you.

Information you submitted (Print for your own records):

Business / Individual

Taku Terrace Association

Address

c/o JPR Management Services Inc, PO Box 211450
Auke Bay, AK 99821
Map It

Phone

(801) 791-5363

Email

c.christopher.burton@gmail.com

Site Address

1220 Glacier Ave

Legal Description

USS 655 FR [TAKU TERRACE CONDO LAND]

Provide Brief Description of Your Proposal

The HOA would like to discuss the possibility of purchasing the land currently leased from CBJ, negotiate a price and terms.

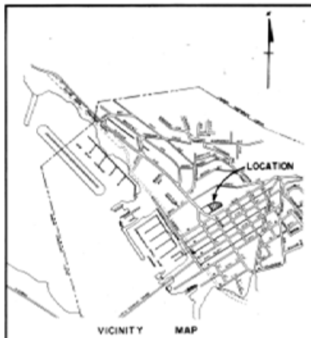
Provide a Map of CBJ Land you wish to Purchase

- Taku-Map-View.pdf

Have you mailed the $500.00 filing fee?

Yes

Legal Representative of Business / Individual



FIRST LEVEL

Floor Elevation = 37.92'   Ceiling Elevation = 45.98'

Apartment No.	Apartment Area
101	628.94 s.f.
102	646.13 s.f.
103	693.90 s.f.
104	699.66 s.f.
105	779.80 s.f.
106	613.64 s.f.
107	841.36 s.f.
108	891.53 s.f.
~~109~~ 110	984.30 s.f.
~~110~~ 111	828.48 s.f.
~~111~~ 112	1,203.26 s.f.

SECOND LEVEL

Floor Elevation = 47.00'   Ceiling Elevation = 55.06'

Apartment No.	Apartment Area
201	630.10 s.f.
202	640.41 s.f.
203	688.83 s.f.
204	701.86 s.f.
205	777.76 s.f.
206	928.34 s.f.
207	838.55 s.f.
208	889.06 s.f.
209	423.15 s.f.
210	988.09 s.f.
211	827.57 s.f.
212	1,204.03 s.f.

THIRD LEVEL

Floor Elevation = 56.08'   Ceiling El. = 64.25 to 66.75'

Apartment No.	Apartment Area
301	630.37 s.f.
302	645.80 s.f.
303	695.95 s.f.
304	708.53 s.f.
305	777.85 s.f.
306	832.49 s.f.
307	839.40 s.f.
308	895.23 s.f.
309	424.40 s.f.
310	904.87 s.f.
311	830.06 s.f.
312	1,210.10 s.f.

DEDICATION

Know all men by these present, that E. L. McNabb and Sonja L. McNabb, owners of a periodic estate in the property hereby platted, hereby declare this plat and dedicate the same for condominium purposes. The parking areas, walks, stairs and balconys are not dedicated to the public generally but are specifically dedicated for the exclusive use and benefit of apartment unit owners as common areas according to the declaration. This plat or any portion thereof shall be restricted by the terms of the declaration filed under Book ______ pages ______, office of the recorder, Juneau Recording District, Juneau, Alaska.

E. L. McNabb
Sonja L. McNabb
By E. L. McNabb, atty. in fact

Juneau Recording District }
} ss
STATE OF ALASKA }

On this 14th day of April 1971, before me, the undersigned, a Notary Public in and for the State of Alaska, residing at Auke Bay in said State, personally appeared E. L. McNabb known to me to be the persons who executed the foregoing certificate, and acknowledged to me that they executed said certificate freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof, I have hereunto affixed my signature and official seal the day, month and year in this certificate first above and therein mentioned.

C. R. Nordling
Notary Public in and for the State of Alaska
My commission expires:

C. R. NORDLING NOTARY PUBLIC STATE OF ALASKA

CERTIFICATE OF APPROVAL BY THE COMMISSION

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of the City and Borough of Juneau Planning Commission and that said plat has been approved by Plat Resolution No. 237 dated May 13th, 1971, and that the plat shown hereon has been approved for recording in the office of the District Judge, Juneau.

Chairman

Attest:

Sheila J. Lagasa
Clerk

NOTES

The property lines at each apartment are the interior surfaces of the perimeter (and interior structural) walls, floors, ceilings, windows and doors throughout.

An apartment does not include bearing walls and other structural components necessary for the support and maintenance of the building areas outside the boundaries of such apartment, central heating pipes, ducts, flues, conduits, wires, plumbing and other utility installations wherever located, but does include any utility outlest located within the apartment.

The entire subdivided property except the apartments constitute common area according to the declaration.

SURVEYORS CERTIFICATE

I hereby certify that this plot plan is based upon an actual survey of the property described hereon. The distances and courses are shown correctly, and the plat accurately depicts the layout, apartment numbers and dimensions of the apartments as built. Interior dimensions and elevations shown are correct within one inch, and areas shown are correct within one percent as of April 9, 1971.

George R. Marks

616

PLOT PLAN
SCALE: 1" = 20'

NOTE:
REVISED APARTMENT
No. 109, 110, 111.
DATE DEC. 1, 1972
George R. Marks
Katherine L. Cohen Recorder

PLAT OF
TAKU TERRACE CONDOMINIUM
A SUBDIVISION OF A FRACTION OF U.S. SURVEY 655
JUNEAU ALASKA
SCALE: AS NOTED SH. I OF 4 APRIL 9, 1971
TONER & NORDLING REG'T. ENGRS. JUNEAU, ALASKA