ALASKA RAILROAD

Chena Landings Lot Features

- Adjacent to the Carlson Center
- Walking distance to Alaskaland and Pioneer Park
- Most lots have Chena River frontage
- City Utilities available
- Currently zoned MFO (approved Dec 2017)

Availability Details

- Lot Prices start at $44,900
- Riverfront lots start at $78,675
- Broker Courtesy

For further information contact:

ERIN E. EALUM, LEASING MANAGER

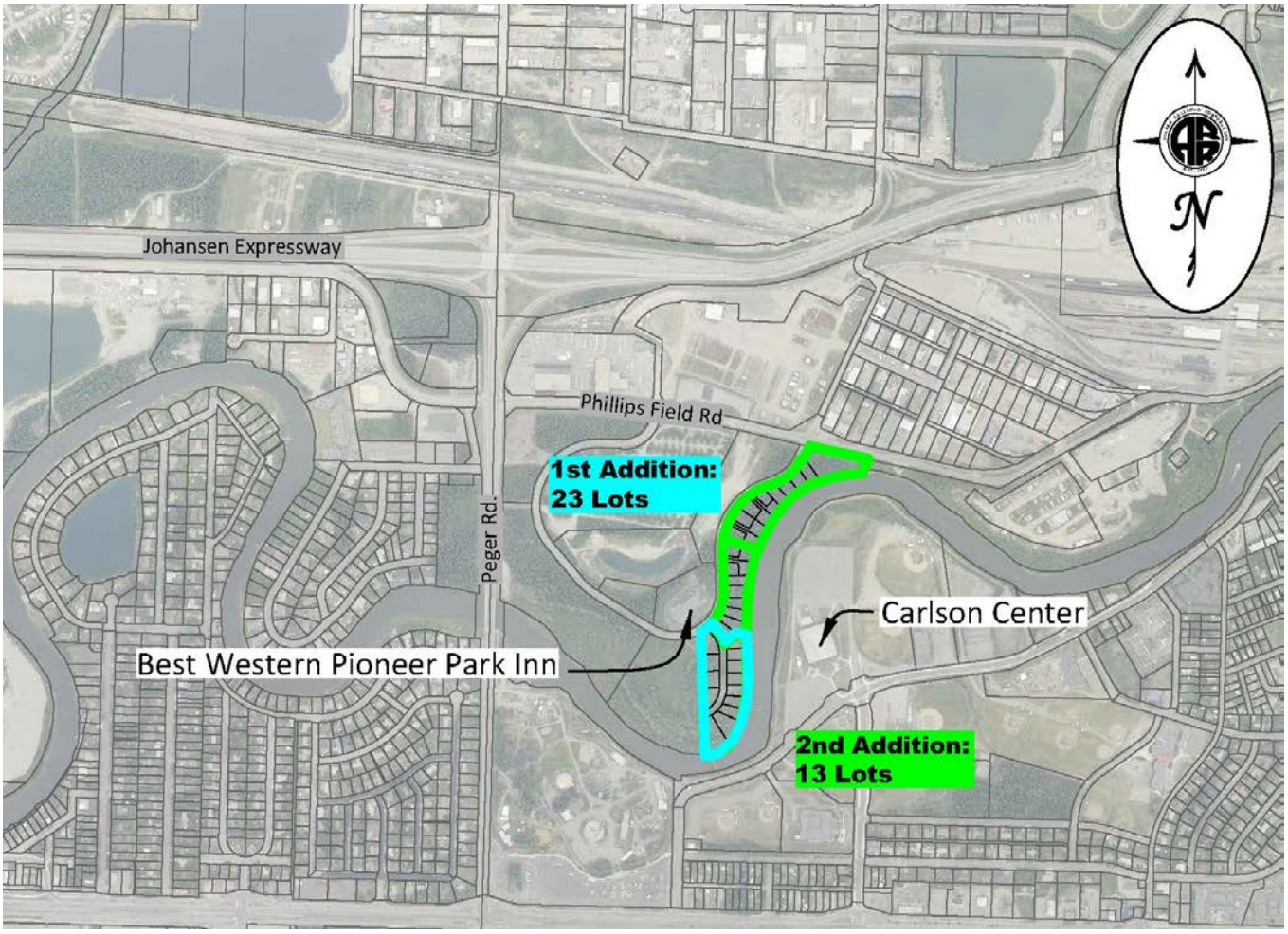
907-265-2325

Email: ealume@akrr.com

ALASKA RAILROAD

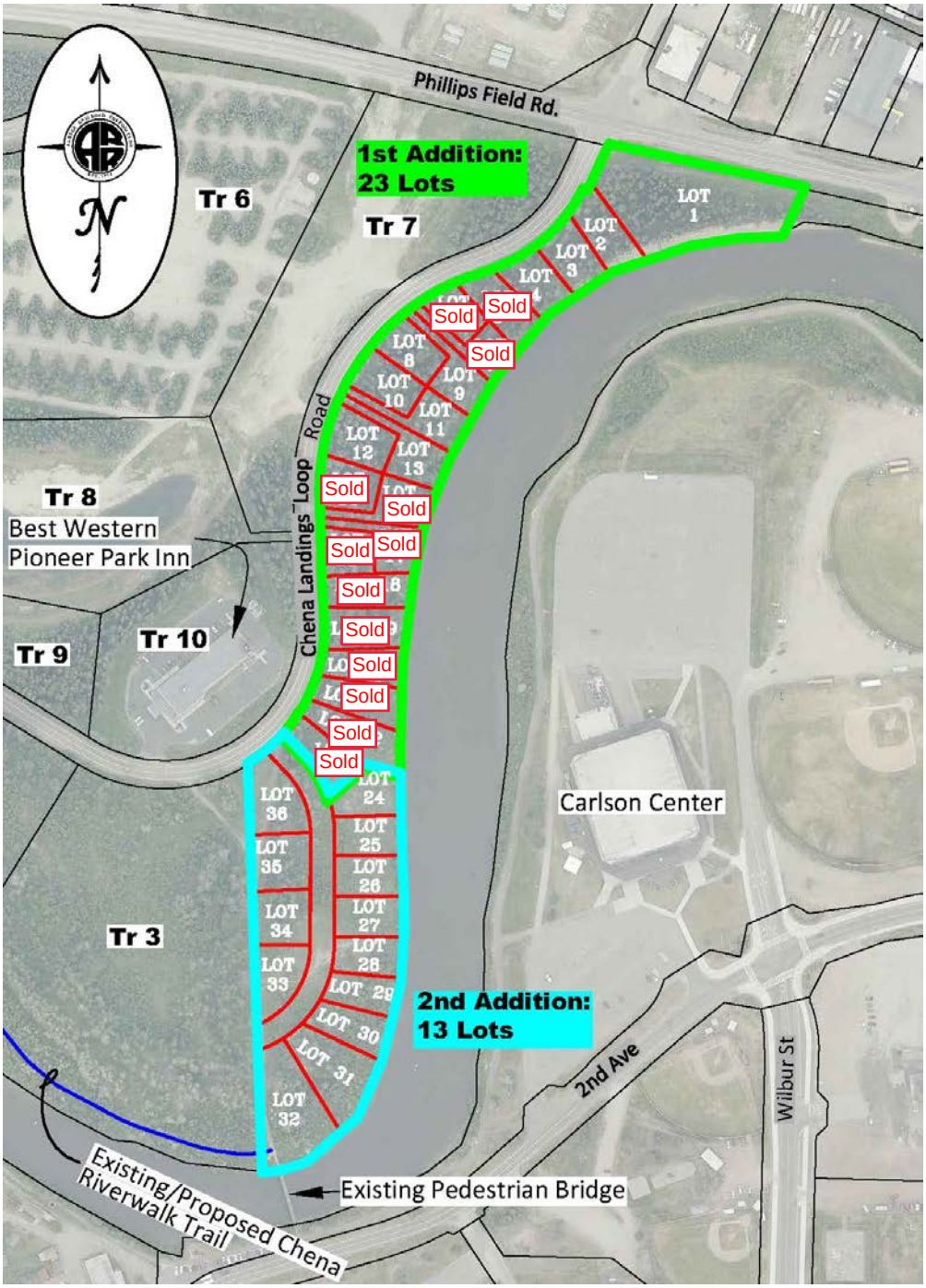
Chena Landings

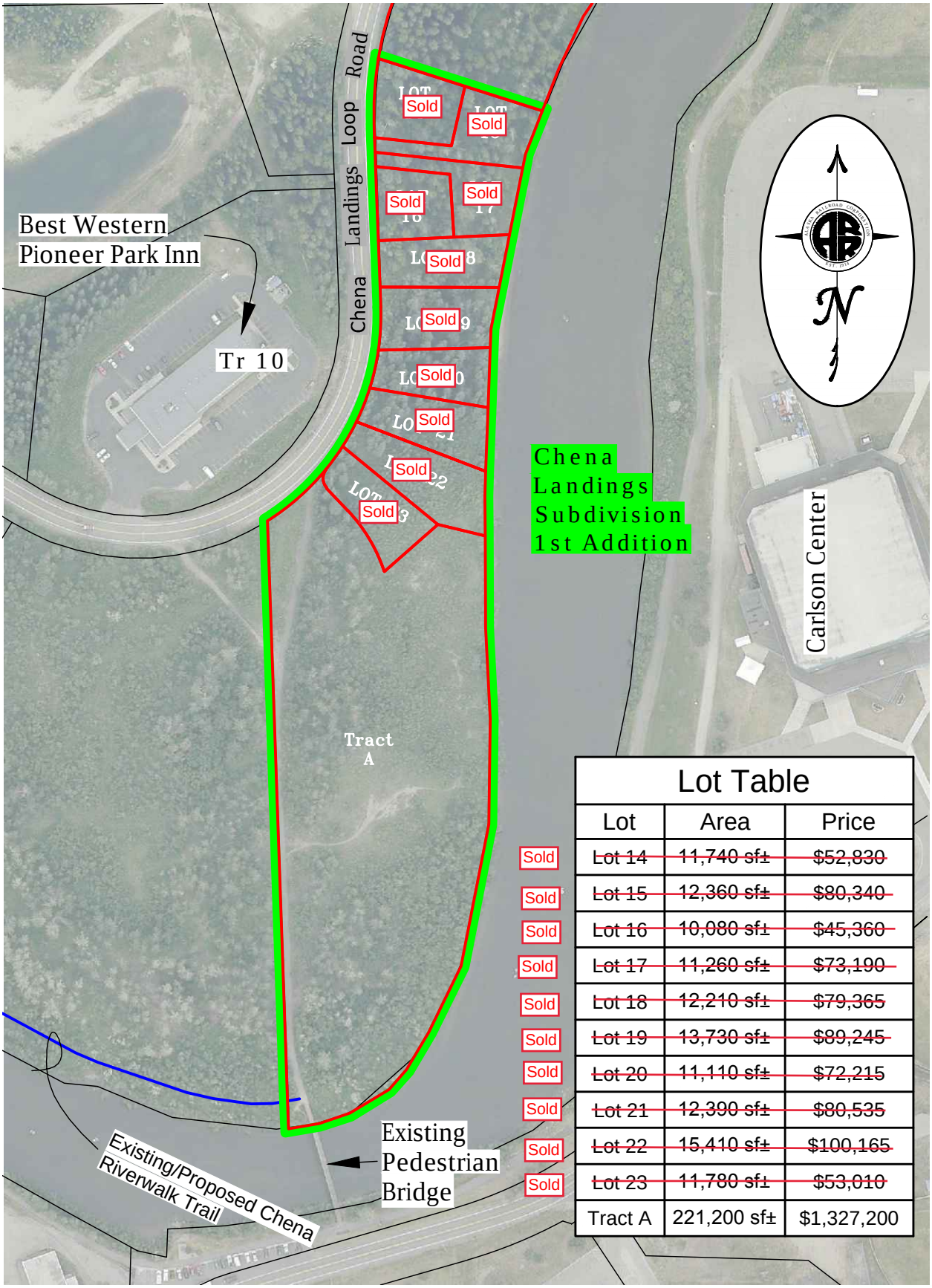
Overview Map



ALASKA RAILROAD

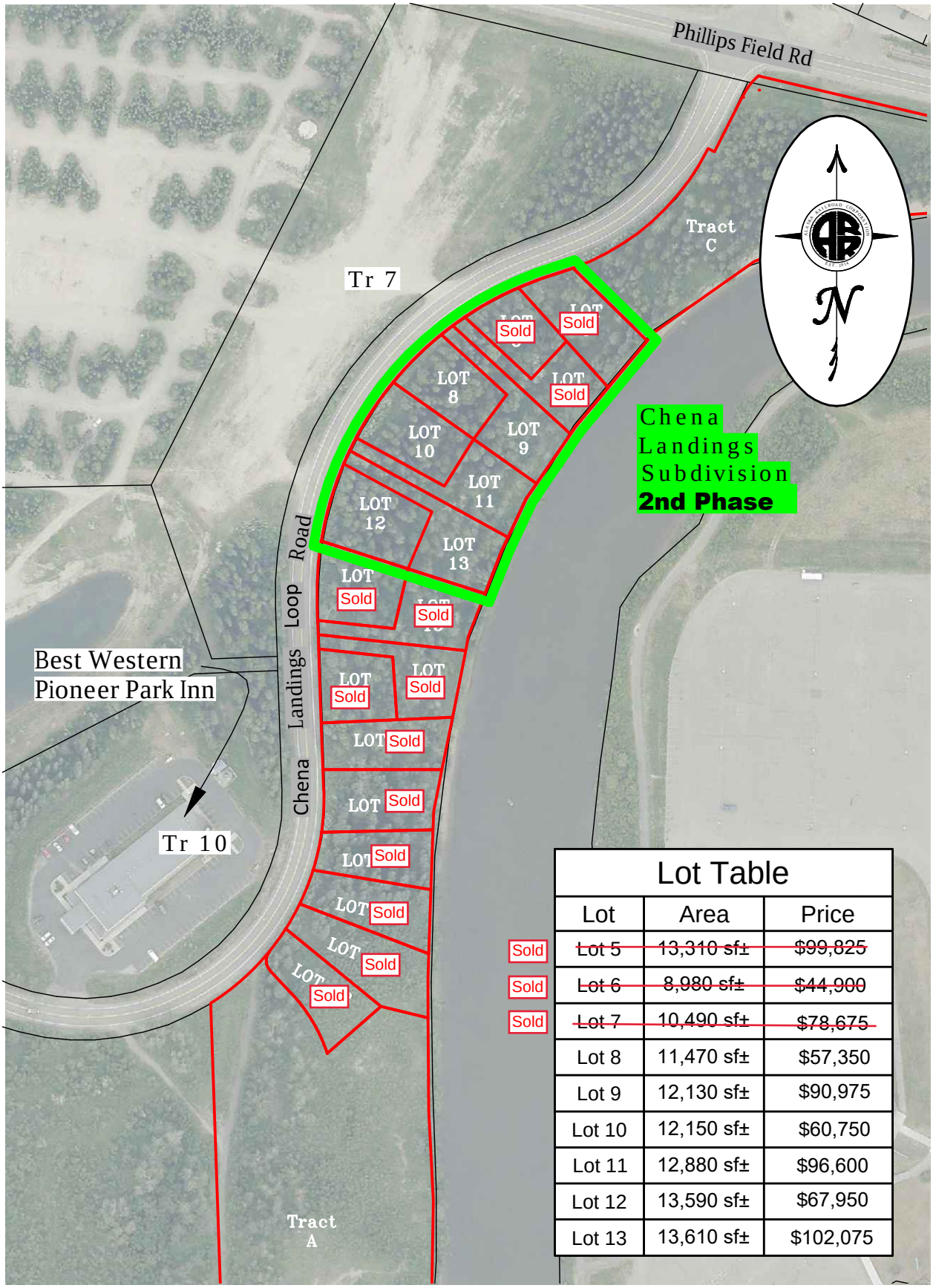
Chena Landings





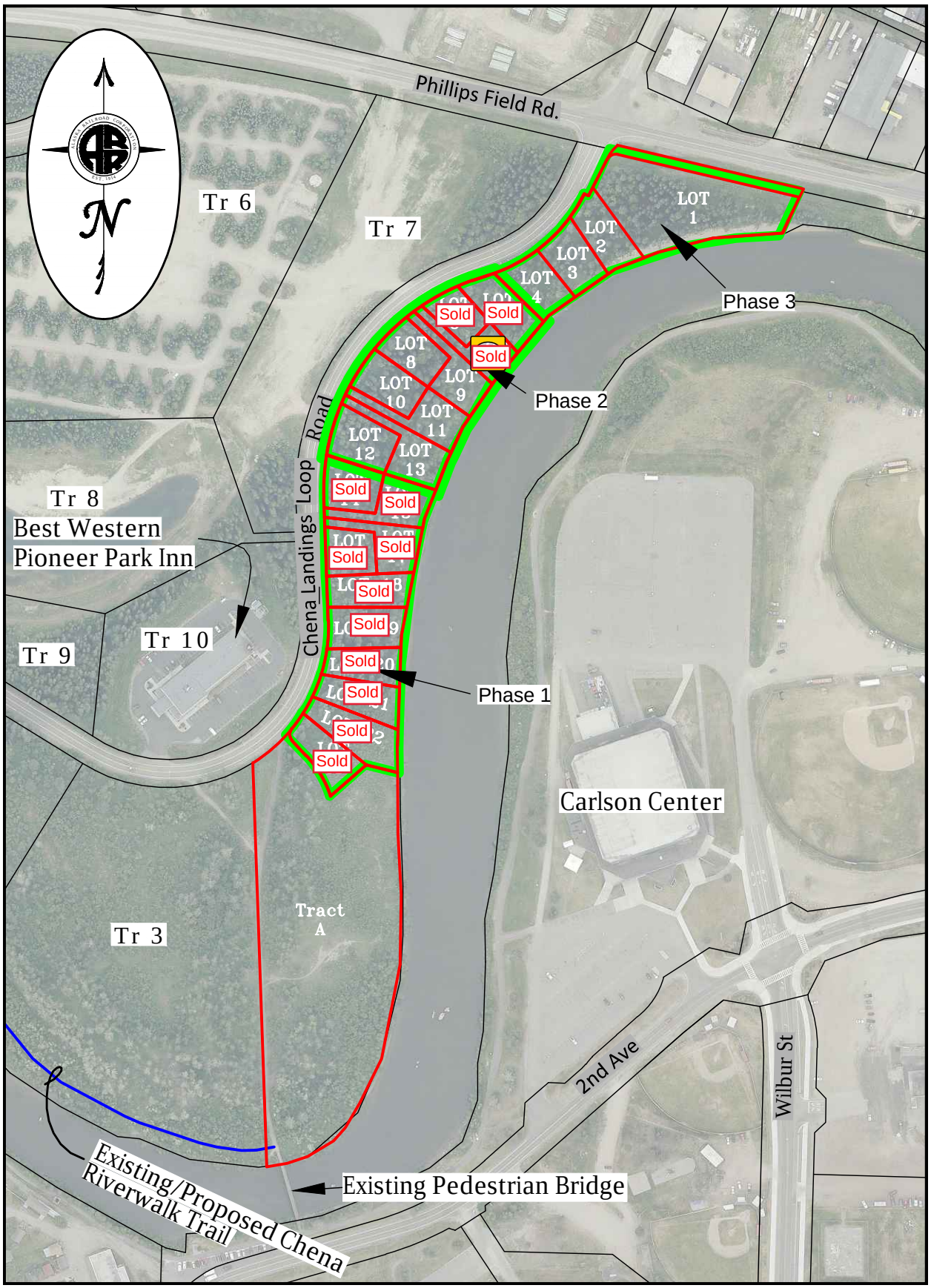
Lot Table

Lot	Area	Price
~~Lot 14~~	~~11,740 sf±~~	~~$52,830~~
~~Lot 15~~	~~12,360 sf±~~	~~$80,340~~
~~Lot 16~~	~~10,080 sf±~~	~~$45,360~~
~~Lot 17~~	~~11,260 sf±~~	~~$73,190~~
~~Lot 18~~	~~12,210 sf±~~	~~$79,365~~
~~Lot 19~~	~~13,730 sf±~~	~~$89,245~~
~~Lot 20~~	~~11,110 sf±~~	~~$72,215~~
~~Lot 21~~	~~12,390 sf±~~	~~$80,535~~
~~Lot 22~~	~~15,410 sf±~~	~~$100,165~~
~~Lot 23~~	~~11,780 sf±~~	~~$53,010~~
Tract A	221,200 sf±	$1,327,200



Lot Table

	Lot	Area	Price
Sold	~~Lot 5~~	~~13,310 sf±~~	~~$99,825~~
Sold	~~Lot 6~~	~~8,980 sf±~~	~~$44,900~~
Sold	~~Lot 7~~	~~10,490 sf±~~	~~$78,675~~
	Lot 8	11,470 sf±	$57,350
	Lot 9	12,130 sf±	$90,975
	Lot 10	12,150 sf±	$60,750
	Lot 11	12,880 sf±	$96,600
	Lot 12	13,590 sf±	$67,950
	Lot 13	13,610 sf±	$102,075


Phillips Field Rd.
Tr 6
Tr 7
LOT 1
LOT 2
LOT 3
LOT 4
Phase 3
Sold
Sold
Sold
LOT 8
LOT 10
LOT 9
LOT 11
LOT 12
LOT 13
Phase 2
Chena Landings Loop Road
Tr 8
Best Western
Pioneer Park Inn
Tr 10
Tr 9
Sold
Sold
Sold
Sold
Sold
Sold
Sold
Sold
Phase 1
Carlson Center
Tr 3
Tract A
2nd Ave
Wilbur St
Existing Pedestrian Bridge
Existing/Proposed Chena Riverwalk Trail

ALASKA RAILROAD

Chena Landings Lot Description

1st Addition

Phase 1

- SOLD ~~Lot 14 - 12,000 sf±~~
- SOLD ~~Lot 15 - 12,000 sf±~~
- SOLD ~~Lot 16 - 10,000 sf±~~
- SOLD ~~Lot 17 - 11,000 sf±~~
- SOLD ~~Lot 18 - 12,000 sf±~~
- SOLD ~~Lot 19 - 14,000 sf±~~
- SOLD ~~Lot 20 - 11,000 sf±~~
- SOLD ~~Lot 21 - 12,000 sf±~~
- SOLD ~~Lot 22 - 15,000 sf±~~
- SOLD ~~Lot 23 - 12,000 sf±~~

Phase 2

- ~~Lot 5 - 13,000 sf±~~
- ~~Lot 6 - 9,000 sf±~~
- ~~Lot 7 - 10,000 sf±~~
- Lot 8 - 11,000 sf±
- Lot 9 - 12,000 sf±
- Lot 10 - 12,000 sf±
- Lot 11 - 13,000 sf±
- Lot 12 - 13,000 sf±
- Lot 13 - 14,000 sf±

Phase 3

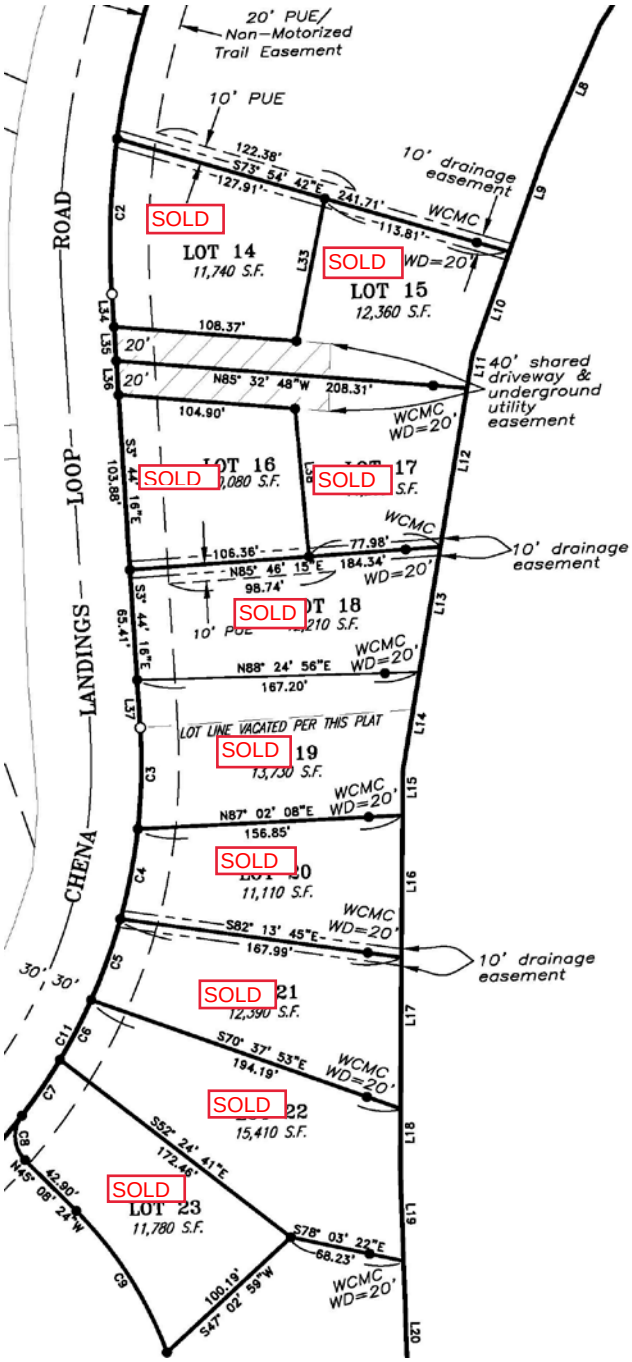
- Lot 1 - 57,000 sf±
- Lot 2 - 13,000 sf±
- Lot 3 - 12,000 sf±
- Lot 4 - 12,000 sf±

2nd Addition

- Lot 24 - 13,000 sf±
- Lot 25 - 11,000 sf±
- Lot 26 - 12,000 sf±
- Lot 27 - 12,000 sf±
- Lot 28 - 11,000 sf±
- Lot 29 - 11,000 sf±
- Lot 30 - 12,000 sf±
- Lot 31 - 22,000 sf±
- Lot 32 - 28,000 sf±
- Lot 33 - 13,000 sf±
- Lot 34 - 13,000 sf±
- Lot 35 - 14,000 sf±
- Lot 36 - 15,000 sf±

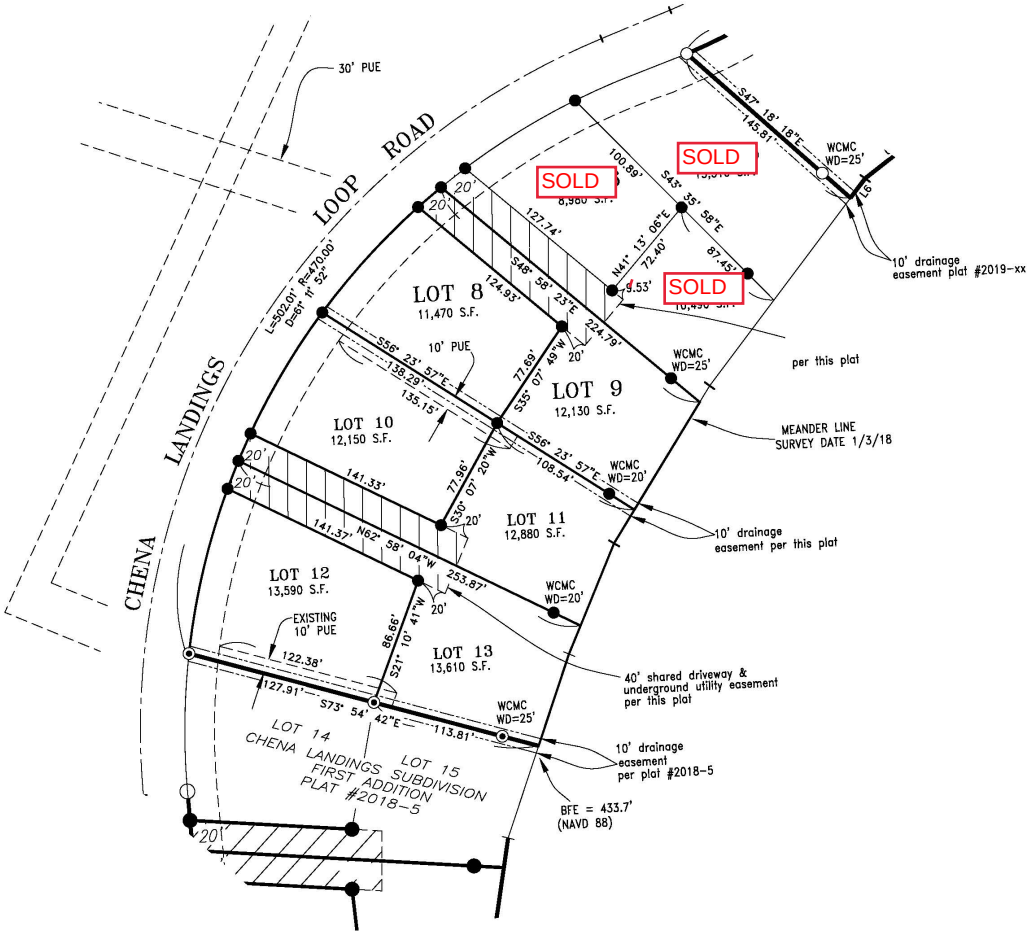
ALASKA RAILROAD

Chena Landings
Lot Detail



ALASKA RAILROAD

Chena Landings
Lot Detail



FNSB Code Relating to MFO Zoning

18.56.010 Intent.

This district is intended for a combination of very high density residential, quasi-residential, and nonresidential development that maintains the high density residential and nonresidential nature of this district. This district is intended for areas where community sewer and water systems are available. (Ord. 88-010 § 2, 1988. 2004 Code § 18.28.010.)

18.56.020 Use regulations.

A. Permitted Uses. In the MFO, multiple-family residential/professional office district, permitted uses are:

1. Any permitted use in the SF-20, SF-10, SF-5, TF and MF districts;
2. Bed and breakfast homestay;
3. Bed and breakfast residence;
4. Church buildings;
5. Day care facilities;
6. Funeral homes;
7. Group homes;
8. Libraries;
9. Museums and art galleries;
10. Nursing homes, convalescent homes, retirement centers and other similar institutions;
11. Professional offices;
12. Privately owned and operated neighborhood recreation centers oriented towards a particular residential subdivision or complex;
13. Public recreation buildings and community centers;
14. Roominghouse;
15. Schools: art, music, dance, business, trade and similar educational uses;
16. School buildings;
17. Trade/technical/vocational school.

B. Conditional Uses. In the MFO, multiple-family residential/professional office district, conditional uses are:

1. Animal hospitals and veterinary clinics;
2. Business, public and governmental offices;
3. Communications tower, major;
4. Communications tower, minor;
5. Hospitals, medical centers and research centers;
6. Parking lots, as a principal use;
7. Public utility and service uses including, but not limited to: fire stations, transfer stations, neighborhood dumpsters, public dumping sites, electric substations, gas regulator stations, telephone exchanges, sewage treatment plants, well and water pumping stations, water filtration plants, water reservoirs, and other similar uses. These uses do not include the installation and maintenance of public utility lines which are permitted uses in all zoning districts. (Ord. 2012-58 §§ 2, 4, 6, 2013; Ord. 2012-22 § 9, 2012; Ord. 2009-05 § 9, 2009; Ord. 2007-70 § 4, 2007; Ord. 89-099 § 10, 1990; Ord. 88-010 § 2, 1988. 2004 Code § 18.28.020.)

18.56.030 Standards.
In the MFO, multiple-family residential/professional office district, geometric standards are:

A. Lot Area.
   1. Lot area for a single-family detached dwelling or other allowable uses not listed below shall not be less than 5,000 square feet;
   2. Lot area for a two-family attached dwelling shall not be less than 3,500 square feet per dwelling unit;
   3. Lot area for a multiple-family dwelling shall not be less than 1,500 square feet per dwelling unit.

B. Required Yards for Principal Buildings.
   1. Front yard shall not be less than 20 feet;
   2. Side yard shall not be less than 10 feet;
   3. Rear yard shall not be less than 20 feet.

C. Building Height. Unlimited.

D. Exceptions to Yard, Lot Area, and Building Height Requirements. See Chapter 18.96 FNSBC.

E. Parking. See Chapter 18.96 FNSBC.

F. Signs. See Chapter 18.96 FNSBC. (Ord. 2016-12 § 3, 2016; Ord. 88-010 § 2, 1988. 2004 Code § 18.28.030.)

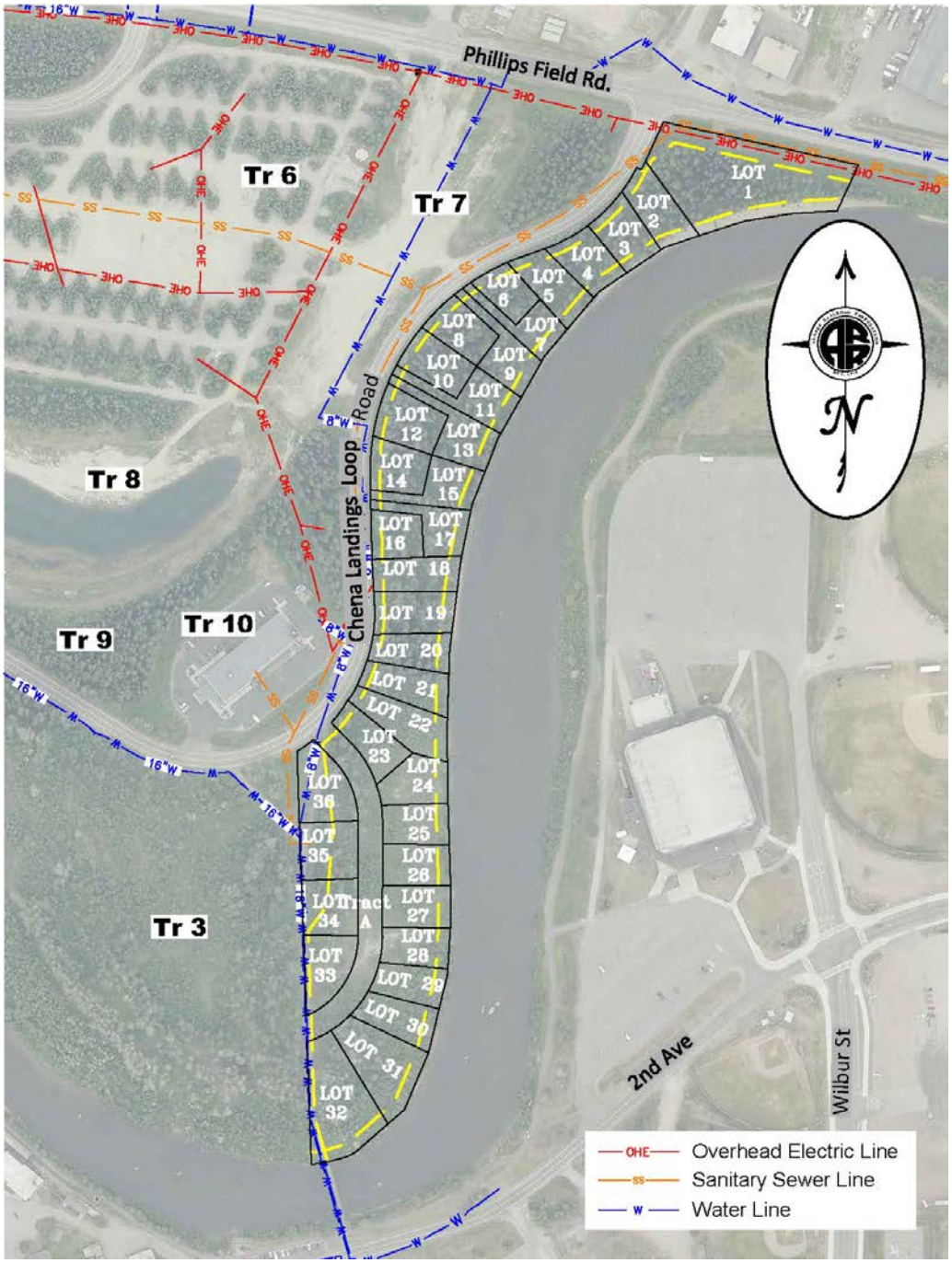
18.92.090 WS -Waterways setback designation.

A. Purpose. This designation is intended to protect the banks of rivers, sloughs and waterways in the developed areas of the borough and to restrict structural development in the Chena River floodway and flood hazard areas. The zone has been further designed to prohibit most structural development within the zone unless the structures are directly related to recreational waterfront purposes. This zone does not convey public use of private property.

B. Regulations and Standards. Permitted uses in this zone are: dock, deck or boat launch. Conditional uses are: boat houses, roads, bridges, trails, bike paths, bank stabilization and utilities. There shall be no minimum lot area except as may be required by the State of Alaska Department of Environmental ConseNation in areas where community sewer and water are unavailable. Setback from ordinary high water mark (except for permitted structures) shall not be less than 25 feet. (Ord. 2000-08 § 2, 2000. 2004 Code§ 18.48.090.)

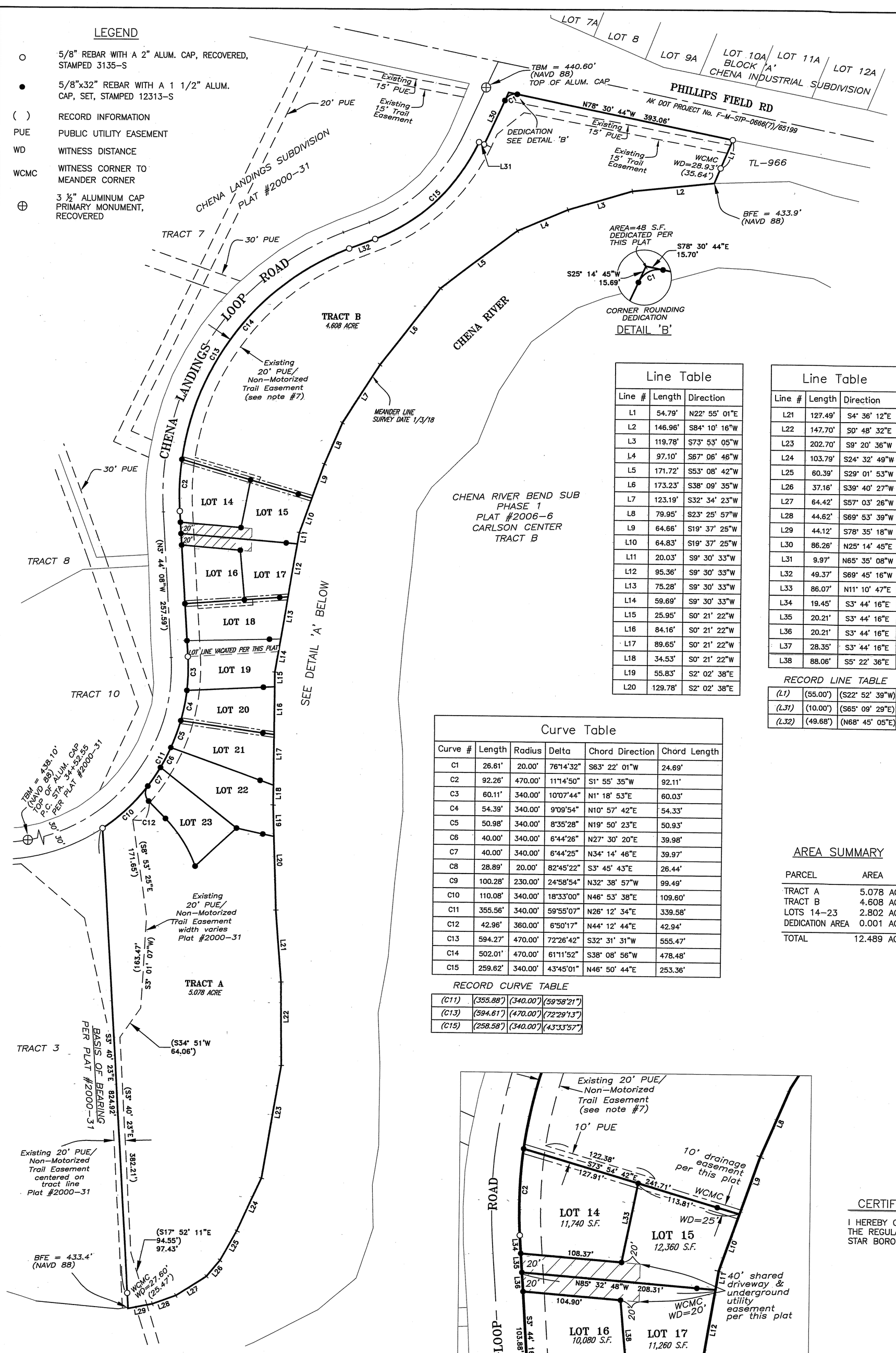
ALASKA RAILROAD

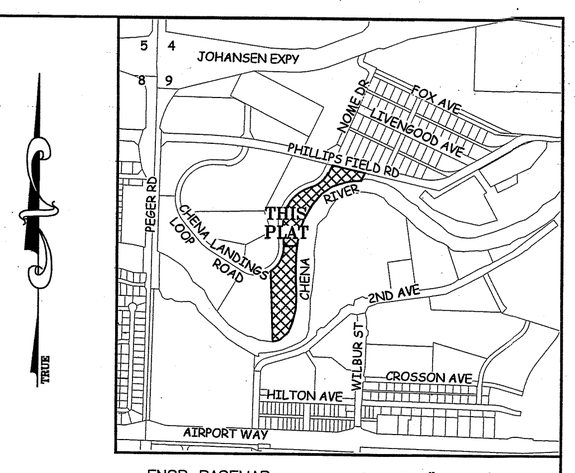
Chena Landings Utility Map



LEGEND

○	5/8" REBAR WITH A 2" ALUM. CAP, RECOVERED, STAMPED 3135–S
●	5/8"x32" REBAR WITH A 1 1/2" ALUM. CAP, SET, STAMPED 12313–S
( )	RECORD INFORMATION
PUE	PUBLIC UTILITY EASEMENT
WD	WITNESS DISTANCE
WCMC	WITNESS CORNER TO MEANDER CORNER
⊕	3 ½" ALUMINUM CAP PRIMARY MONUMENT, RECOVERED





FNSB BASEMAP SCALE 1" = 1/4 MILE

VICINITY MAP

Line Table		
Line #	Length	Direction
L1	54.79'	N22° 55' 01"E
L2	146.96'	S84° 10' 16"W
L3	119.78'	S73° 53' 05"W
L4	97.10'	S67° 06' 46"W
L5	171.72'	S53° 08' 42"W
L6	173.23'	S38° 09' 35"W
L7	123.19'	S32° 34' 23"W
L8	79.95'	S23° 25' 57"W
L9	64.66'	S19° 37' 25"W
L10	64.83'	S19° 37' 25"W
L11	20.03'	S9° 30' 33"W
L12	95.36'	S9° 30' 33"W
L13	75.28'	S9° 30' 33"W
L14	59.69'	S9° 30' 33"W
L15	25.95'	S0° 21' 22"W
L16	84.16'	S0° 21' 22"W
L17	89.65'	S0° 21' 22"W
L18	34.53'	S0° 21' 22"W
L19	55.83'	S2° 02' 38"E
L20	129.78'	S2° 02' 38"E

Line Table		
Line #	Length	Direction
L21	127.49'	S4° 36' 12"E
L22	147.70'	S0° 48' 32"E
L23	202.70'	S9° 20' 36"W
L24	103.79'	S24° 32' 49"W
L25	60.39'	S29° 01' 53"W
L26	37.16'	S39° 40' 27"W
L27	64.42'	S57° 03' 26"W
L28	44.62'	S69° 53' 39"W
L29	44.12'	S78° 35' 18"W
L30	86.26'	N25° 14' 45"E
L31	9.97'	N65° 35' 08"W
L32	49.37'	S69° 45' 16"W
L33	86.07'	N11° 10' 47"E
L34	19.45'	S3° 44' 16"E
L35	20.21'	S3° 44' 16"E
L36	20.21'	S3° 44' 16"E
L37	28.35'	S3° 44' 16"E
L38	88.06'	S5° 22' 36"E

RECORD LINE TABLE

(L1)	(55.00')	(S22° 52' 39"W)
(L31)	(10.00')	(S65° 09' 29"E)
(L32)	(49.68')	(N68° 45' 05"E)

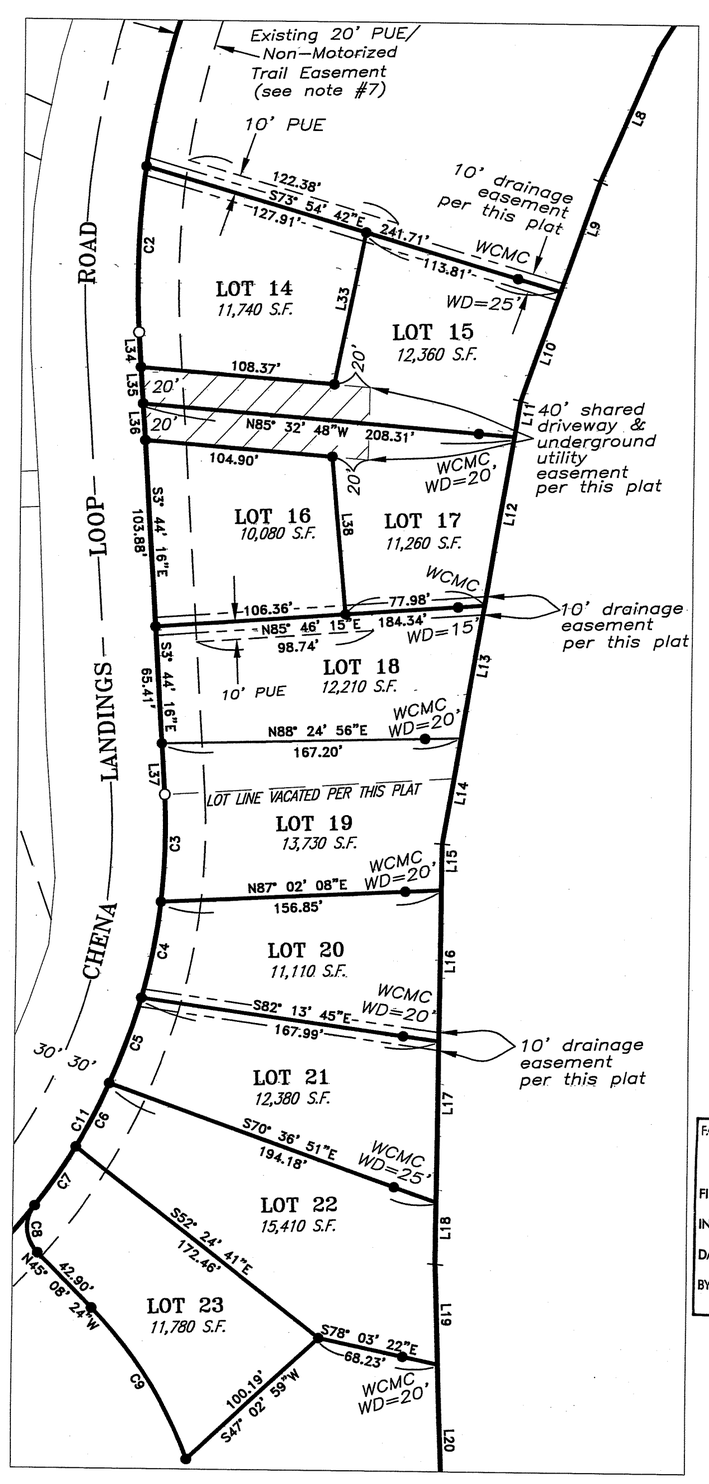
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	26.61'	20.00'	76°14'32"	S63° 22' 01"W	24.69'
C2	92.26'	470.00'	11°14'50"	S1° 55' 35"W	92.11'
C3	60.11'	340.00'	10°07'44"	N1° 18' 53"E	60.03'
C4	54.39'	340.00'	9°09'54"	N10° 57' 42"E	54.33'
C5	50.98'	340.00'	8°35'28"	N19° 50' 23"E	50.93'
C6	40.00'	340.00'	6°44'26"	N27° 30' 20"E	39.98'
C7	40.00'	340.00'	6°44'25"	N34° 14' 46"E	39.97'
C8	28.89'	20.00'	82°45'22"	S3° 45' 43"E	26.44'
C9	100.28'	230.00'	24°58'54"	N32° 38' 57"W	99.49'
C10	110.08'	340.00'	18°33'00"	N46° 53' 38"E	109.60'
C11	355.56'	340.00'	59°55'07"	N26° 12' 34"E	339.58'
C12	42.96'	360.00'	6°50'17"	N44° 12' 44"E	42.94'
C13	594.27'	470.00'	72°26'42"	S32° 31' 31"W	555.47'
C14	502.01'	470.00'	61°11'52"	S38° 08' 56"W	478.48'
C15	259.62'	340.00'	43°45'01"	N46° 50' 44"E	253.36'

RECORD CURVE TABLE

(C11)	(355.88')	(340.00')	(59°58'21")
(C13)	(594.61')	(470.00')	(72°29'13")
(C15)	(258.58')	(340.00')	(43°33'57")

AREA SUMMARY

PARCEL	AREA
TRACT A	5.078 AC.
TRACT B	4.608 AC.
LOTS 14–23	2.802 AC.
DEDICATION AREA	0.001 AC.
TOTAL	12.489 AC.



DETAIL 'A'

SCALE: 1"=60'

0 10 20 30 40 50 60 120 180

UTILITY EASEMENTS

1. THE UTILITY COMPANY SHALL HAVE THE RIGHT TO IDENTIFY, AND THEN REMOVE, ANY DEAD, WEAK, OVERHANGING, OR OTHERWISE DANGEROUS TREES ADJACENT TO OR IN THE VICINITY OF THE EASEMENT.
2. AN EASEMENT IS HEREBY DEDICATED WITHIN ALL LOTS FOR SECONDARY AERIAL & UNDERGROUND CROSSINGS AS DETERMINED NECESSARY BY THE UTILITY COMPANIES.

TRACT A ONLY

3. THERE WILL BE A 35'–FOOT RADIUS EASEMENT AT EACH POLE LOCATION FOR GUYS, ANCHORS, AND OTHER SUPPORTIVE STRUCTURES.
4. A 15–FOOT WIDE STRIP OF LAND AS DETERMINED NECESSARY BY THE UTILITY COMPANIES IS HEREBY DEDICATED FOR THE INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF YARD POLES.

NOTES

1. SOIL FOR THIS SUBDIVISION IS URBAN LAND PER WEB SOIL SURVEY (SEPT, 2015).
2. THIS AREA IS WITHIN FLOOD ZONE "X": PROTECTED BY LEVEE & ZONE "AH" AND THE REGULATORY FLOODWAY OF ZONE AE, PER FEMA FLOOD PANELS 02090C4359J & 02090C4360J DATED MARCH 17, 2014. SEE BFE RANGE AS INDICATED ON PLAT. ALL DEVELOPMENT SHALL BE REQUIRED TO COMPLY WITH FEDERAL REGULATIONS AND FNSBC TITLE 15.
3. A DRIVEWAY PERMIT IS REQUIRED FROM THE CITY OF FAIRBANKS FOR ACCESS TO LOTS ADJOINING CHENA LANDINGS LOOP ROAD.
4. ALL PARCELS WITHIN THIS SUBDIVISION ARE REQUIRED TO CONNECT TO SEWER AND WATER FACILITIES IN ACCORDANCE WITH CITY OF FAIRBANKS ORDINANCES.
5. ON DECEMBER 20, 2017 THE FNSB PLATTING BOARD APPROVED A VARIANCE FROM FNSBC 17.56.010.H.2.a TO ALLOW THE FLAG LOTS TO HAVE 20FT WIDE FLAG STEMS.
6. THIS SUBDIVISION IS SUBJECT TO THOSE PROTECTIVE COVENANTS FILED AS INSTRUMENT NO. 2018-001648-0 IN THE FAIRBANKS RECORDING DISTRICT ON 01/24/18.
7. ANY NEW UTILITIES CONSTRUCTED WITHIN THE WESTERLY 10' OF THE PUE/ NON–MOTORIZED TRAIL EASEMENT AS SHOWN ON THIS PLAT SHALL NOT IMPEDE CONSTRUCTION OF THE PROPOSED NON–MOTORIZED TRAIL.
8. THE MEANDER LINE AS SHOWN IS FOR AREA COMPUTATION PURPOSES ONLY. THE TRUE BOUNDARY OF THIS SUBDIVISION IS THE ORDINARY HIGH WATER LINE OF THE CHENA RIVER.
9. DIRECT LOT ACCESS FROM TRACT B ONTO PHILLIPS FIELD ROAD IS PROHIBITED FOR THIS SUBDIVISION.
10. TRAIL EASEMENTS – THE TRAIL EASEMENTS SHOWN HEREON ARE FOR NON–MOTORIZED USE ONLY EXCEPT FOR THE TRAIL EASEMENT ALONG THE NORTHERN BOUNDARY, WHICH MAY BE FOR MOTORIZED USE DURING WINTER MONTHS. (NOTE PER PLAT #2000–31)

CERTIFICATE OF PAYMENT OF TAXES

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED TAX COLLECTOR FOR THE FAIRBANKS NORTH STAR BOROUGH, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE FAIRBANKS NORTH STAR BOROUGH, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS IN THE NAME OF: Alaska Railroad Corporation

DESCRIPTION: Tracts 4 and 5, Chena Landings

AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE FAIRBANKS NORTH STAR BOROUGH, ARE PAID IN FULL FOR TAX YEAR 2017. DATED AT FAIRBANKS, ALASKA, THIS 24th DAY OF January, 2018.

TREASURY DIVISION OFFICIAL
FAIRBANKS NORTH STAR BOROUGH

CERTIFICATE OF CORPORATE OWNERSHIP, DEDICATION AND COMPLIANCE

I HEREBY CERTIFY THAT ALASKA RAILROAD CORPORATION IS THE OWNER OF THIS SUBDIVISION AND THAT IT HEREBY ADOPTS THIS PLAN OF SUBDIVISION WITH ITS FREE CONSENT AND DEDICATES ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER DESIGNATED PUBLIC SPACES TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL REQUIRED IMPROVEMENTS COMPLY WITH THE STANDARDS ESTABLISHED IN TITLE 17, SUBDIVISIONS, FAIRBANKS NORTH STAR BOROUGH CODE.

DATE 1/24, 2018

ALASKA RAILROAD CORPORATION
OWNER

AUTHORIZED REPRESENTATIVE

UNITED STATES OF AMERICA)
STATE OF ALASKA)SS
FOURTH JUDICIAL DISTRICT)

I, Andrew Donovan, CERTIFY THAT THE FOREGOING PLAT IS TRUE AND CORRECT AND IS EXECUTED FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED AND THAT I SIGNED THE SAID PLAT CLOAKED WITH THE POWER AND AUTHORITY ON BEHALF OF SAID CORPORATION.

ANDREW DONOVAN, DIRECTOR OF REAL ESTATE, ALASKA RAILROAD CORP.
(NAME, TITLE AND CORPORATION)

SUBSCRIBED AND SWORN BEFORE ME BY Andrew Donovan, THIS 24 DAY OF January, 2020.

PAULA HICKS NOTARY PUBLIC STATE OF ALASKA My Commission Expires June 14, 2020

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES 6-14-20

CERTIFICATE OF APPROVAL BY THE PLATTING AUTHORITY

I HEREBY CERTIFY THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE REGULATIONS OF CHAPTER 17.52, FINAL PLATS, OF THE FAIRBANKS NORTH STAR BOROUGH CODE OF ORDINANCES, AND THAT SAID PLAT HAS BEEN APPROVED.

FAIRBANKS NORTH STAR BOROUGH APPROVED DATE 01-24-18 PLATTING OFFICER

CERTIFICATE OF REGISTERED LAND SURVEYOR

I, PAULA J. HICKS, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA, DO HEREBY CERTIFY THIS PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION, ACCORDING TO THE STANDARDS OF TITLE 17, SUBDIVISIONS, FAIRBANKS NORTH STAR BOROUGH CODE, AND THAT THE DISTANCES AND BEARINGS ARE SHOWN CORRECTLY AND THAT ALL MONUMENTS REQUIRED HAVE BEEN SET.

STATE OF ALASKA 49TH Paula J. Hicks No. 12313 1-23-18 REGISTERED PROFESSIONAL LAND SURVEYOR

SCALE: 1"=100'

0 50 100 200 300 400 500

FAIRBANKS NORTH STAR BOROUGH CONFORMANCE COPY RECORDING DATA
FILE # 2018-5
INST. # 2018-001647-0
DATE 01/24/18
BY
PLATTING OFFICER

CHENA LANDINGS SUBDIVISION, FIRST ADDITION

A REPLAT OF TRACTS 4 & 5 OF CHENA LANDINGS SUBDIVISION (PLAT #2000–31)

LOCATION: W 1/2 SEC. 9, T.1S., R.1W., F.M., AK

OWNER: ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510–7500

SURVEYOR: NORTHLAND SURVEYING & CONSULTING LLC
(907) 451–7411
326 DRIVEWAY ST., STE. 102
FAIRBANKS, ALASKA 99701

FAIRBANKS RECORDING DISTRICT

F.N.S.B. #: SD017–18/ RP012–18		CHECKED: SDL
SCALE: 1"=100'	DRAWN: PJH	DATE: 1–23–2018

Chena Landings_F.dwg

ALASKA
2018 – 001648 – 0
Recording District 401 Fairbanks
01/24/2018 10:46 AM Page 1 of 2

Protective Covenants
Of
Chena Landings Subdivision, First Addition
Plat # 2018-5
Fairbanks Recording District

I. Area of Application

1. **FULLY PROTECTED BUILDING TYPE.** The covenants contained herein in their entirety shall apply to all lots of Chena Landing Subdivision, First Addition, except for lot 1 and Tract A.

II. Protective Covenants

1. **TIME LIMIT FOR CONSTRUCTION.** Any dwelling shall be completed externally, including obtaining a certificate of occupancy, within one year of date of excavation or commencement of construction demonstrated by a valid building permit.
2. **TEMPORARY STRUCTURES.** No structure of a temporary character such as: a trailer, mobile home, motor home, manufactured home to include a double-wide, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. This list is not meant to be exhaustive and includes any temporary structures that are not residences.
3. **OVERHEAD UTILITIES.** All overhead service drops must be located within 50' of the existing primary/yard pole.

GENERAL PROVISIONS

1. **TERMS.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners in the subdivision has been recorded agreeing to change said covenants in whole or in part.
2. **MODIFICATIONS.** These covenants and conditions stated therein may be modified by written consent of that at least fifty one percent (51%) of the owners of the total number of lots in the subdivision.
3. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

4. **SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in no way affect any other of the other provisions, which shall remain in full force and effect.

ALASKA RAILROAD CORPORATION

William O'Leary, President & Chief Executive Officer

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 23rd day of January, 2018 before me, the undersigned, a Notary Public in and for the state of Alaska, duly commissioned and sworn, personally appeared William O'Leary, President & Chief Executive Officer of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, who executed the foregoing Protective Covenants of Chena Landings Subdivision, First Addition, on behalf of the corporation.

LORINE S. HALL NOTARY PUBLIC STATE OF ALASKA

Notary Public in and for Alaska
My Commission expires: March 6, 2021

Recorder's Office, return to:
ALASKA RAILROAD CORPORATION
ATTN: REAL ESTATE
P.O. BOX 107500
ANCHORAGE, AK 99510-750

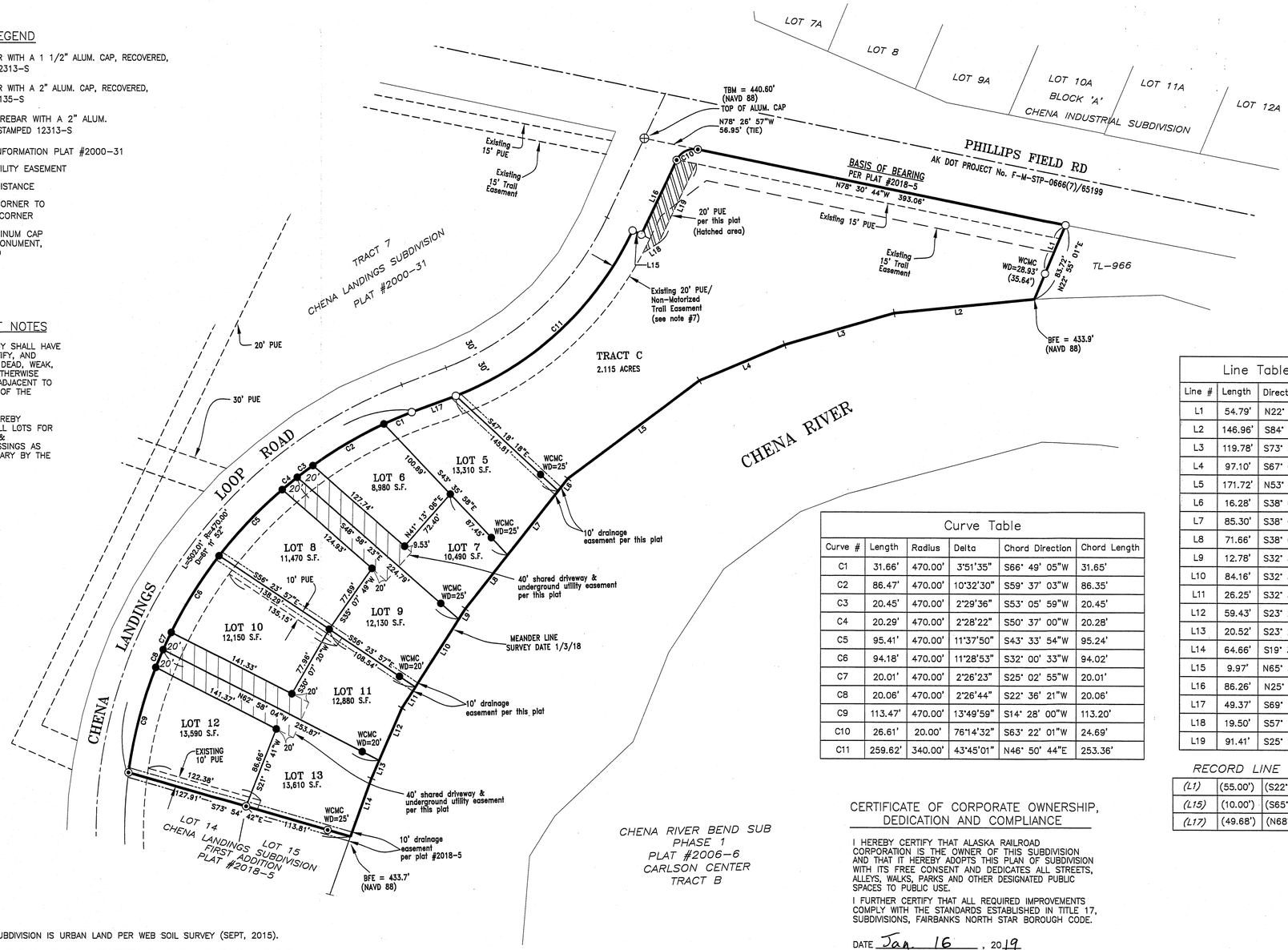
State Business – No Charge

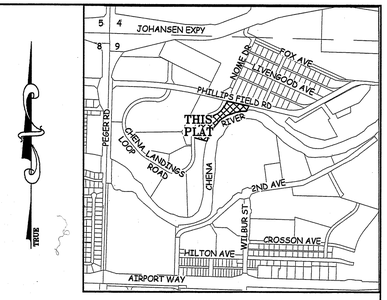
LEGEND

- ⊙ 5/8" REBAR WITH A 1 1/2" ALUM. CAP, RECOVERED, STAMPED 12313-S
- ○ 5/8" REBAR WITH A 2" ALUM. CAP, RECOVERED, STAMPED 3135-S
- ● 5/8"x32" REBAR WITH A 2" ALUM. CAP, SET, STAMPED 12313-S
- ( ) RECORD INFORMATION PLAT #2000-31
- PUE PUBLIC UTILITY EASEMENT
- WD WITNESS DISTANCE
- WCMC WITNESS CORNER TO MEANDER CORNER
- ⊕ 3 ½" ALUMINUM CAP PRIMARY MONUMENT, RECOVERED

UTILITY EASEMENT NOTES

1. THE UTILITY COMPANY SHALL HAVE THE RIGHT TO IDENTIFY, AND THEN REMOVE, ANY DEAD, WEAK, OVERHANGING, OR OTHERWISE DANGEROUS TREES ADJACENT TO OR IN THE VICINITY OF THE EASEMENT.
2. AN EASEMENT IS HEREBY DEDICATED WITHIN ALL LOTS FOR SECONDARY AERIAL & UNDERGROUND CROSSINGS AS DETERMINED NECESSARY BY THE UTILITY COMPANIES.





FNSB BASEMAP SCALE 1" = 1/4 MILE

VICINITY MAP

AREA SUMMARY

PARCEL	AREA
TRACT C	2.115 AC.
LOTS 5-13	2.493 AC.
TOTAL	4.608 AC.

Line Table		
Line #	Length	Direction
L1	54.79'	N22° 55' 01"E
L2	146.96'	S84° 10' 16"W
L3	119.78'	S73° 53' 05"W
L4	97.10'	S67° 06' 46"W
L5	171.72'	N53° 08' 42"E
L6	16.28'	S38° 09' 35"W
L7	85.30'	S38° 09' 35"W
L8	71.66'	S38° 09' 35"W
L9	12.78'	S32° 34' 23"W
L10	84.16'	S32° 34' 23"W
L11	26.25'	S32° 34' 23"W
L12	59.43'	S23° 25' 57"W
L13	20.52'	S23° 25' 57"W
L14	64.66'	S19° 37' 25"W
L15	9.97'	N65° 35' 08"W
L16	86.26'	N25° 14' 45"E
L17	49.37'	S69° 45' 16"W
L18	19.50'	S57° 04' 41"W
L19	91.41'	S25° 14' 45"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	31.66'	470.00'	3°51'35"	S66° 49' 05"W	31.65'
C2	86.47'	470.00'	10°32'30"	S59° 37' 03"W	86.35'
C3	20.45'	470.00'	2°29'36"	S53° 05' 59"W	20.45'
C4	20.29'	470.00'	2°28'22"	S50° 37' 00"W	20.28'
C5	95.41'	470.00'	11°37'50"	S43° 33' 54"W	95.24'
C6	94.18'	470.00'	11°28'53"	S32° 00' 33"W	94.02'
C7	20.01'	470.00'	2°26'23"	S25° 02' 55"W	20.01'
C8	20.06'	470.00'	2°26'44"	S22° 36' 21"W	20.06'
C9	113.47'	470.00'	13°49'59"	S14° 28' 00"W	113.20'
C10	26.61'	20.00'	76°14'32"	S63° 22' 01"W	24.69'
C11	259.62'	340.00'	43°45'01"	N46° 50' 44"E	253.36'

RECORD LINE TABLE

(L1)	(55.00')	(S22° 52' 39"W)
(L15)	(10.00')	(S65° 09' 29"E)
(L17)	(49.68')	(N68° 45' 05"E)

CERTIFICATE OF APPROVAL BY THE PLATTING AUTHORITY

I HEREBY CERTIFY THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE REGULATIONS OF CHAPTER 17.52, FINAL PLATS, OF THE FAIRBANKS NORTH STAR BOROUGH CODE OF ORDINANCES, AND THAT SAID PLAT HAS BEEN APPROVED.

FAIRBANKS NORTH STAR BOROUGH APPROVED DATE 01-31-19 PLATTING OFFICER

CERTIFICATE OF REGISTERED LAND SURVEYOR

I, PAULA J. HICKS, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA, DO HEREBY CERTIFY THIS PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION, ACCORDING TO THE STANDARDS OF TITLE 17, SUBDIVISIONS, FAIRBANKS NORTH STAR BOROUGH CODE, AND THAT THE DISTANCES AND BEARINGS ARE SHOWN CORRECTLY AND THAT ALL MONUMENTS REQUIRED HAVE BEEN SET.

STATE OF ALASKA 49TH Paula J. Hicks LS 12313 1-9-19 REGISTERED PROFESSIONAL LAND SURVEYOR

FAIRBANKS NORTH STAR BOROUGH CONFORMANCE COPY RECORDING DATA
FILE # 2019-7
INST. # 2019-001255-0
DATE 01-31-19
BY
PLATTING OFFICER

SCALE: 1"=60'

0 10 20 30 40 50 60 120 180 240 300

NOTES

1. SOIL FOR THIS SUBDIVISION IS URBAN LAND PER WEB SOIL SURVEY (SEPT, 2015).
2. THIS AREA IS WITHIN FLOOD ZONE "X": PROTECTED BY LEVEE & ZONE "AH" AND THE REGULATORY FLOODWAY OF ZONE AE, PER FEMA FLOOD PANELS 02090C4359J & 02090C4360J DATED MARCH 17, 2014. SEE BFE RANGE AS INDICATED ON PLAT. ALL DEVELOPMENT SHALL BE REQUIRED TO COMPLY WITH FEDERAL REGULATIONS AND FNSBC TITLE 15.
3. A DRIVEWAY PERMIT IS REQUIRED FROM THE CITY OF FAIRBANKS FOR ACCESS TO LOTS ADJOINING CHENA LANDINGS LOOP ROAD.
4. ALL PARCELS WITHIN THIS SUBDIVISION ARE REQUIRED TO CONNECT TO SEWER AND WATER FACILITIES IN ACCORDANCE WITH CITY OF FAIRBANKS ORDINANCES.
5. ON DECEMBER 20, 2017 THE FNSB PLATTING BOARD APPROVED A VARIANCE FROM FNSBC 17.56.010.H.2.a TO ALLOW THE FLAG LOTS TO HAVE 20FT WIDE FLAG STEMS.
6. THIS SUBDIVISION IS SUBJECT TO THOSE PROTECTIVE COVENANTS FILED AS INSTRUMENT NO. 2019-001256 IN THE FAIRBANKS RECORDING DISTRICT ON 01-31, 2019.
7. ANY NEW UTILITIES CONSTRUCTED WITHIN THE WESTERLY 10' OF THE PUE/ NON-MOTORIZED TRAIL EASEMENT AS SHOWN ON THIS PLAT SHALL NOT IMPEDE CONSTRUCTION OF THE PROPOSED NON-MOTORIZED TRAIL.
8. THE MEANDER LINE AS SHOWN IS FOR AREA COMPUTATION PURPOSES ONLY. THE TRUE BOUNDARY OF THIS SUBDIVISION IS THE ORDINARY HIGH WATER LINE OF THE CHENA RIVER.
9. DIRECT LOT ACCESS FROM TRACT C ONTO PHILLIPS FIELD ROAD IS PROHIBITED FOR THIS SUBDIVISION.
10. TRAIL EASEMENTS – THE TRAIL EASEMENTS SHOWN HEREON ARE FOR NON-MOTORIZED USE ONLY EXCEPT FOR THE TRAIL EASEMENT ALONG THE NORTHERN BOUNDARY, WHICH MAY BE FOR MOTORIZED USE DURING WINTER MONTHS. (NOTE PER PLAT #2000-31)

CERTIFICATE OF PAYMENT OF TAXES

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED TAX COLLECTOR FOR THE FAIRBANKS NORTH STAR BOROUGH, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE FAIRBANKS NORTH STAR BOROUGH, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS IN THE NAME OF: Alaska Railroad Corporation

DESCRIPTION: Tract B Chena Landings First Addition

AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE FAIRBANKS NORTH STAR BOROUGH, ARE PAID IN FULL FOR TAX YEAR 2018. DATED AT FAIRBANKS, ALASKA, THIS 31st DAY OF January, 2019.

TREASURY DIVISION OFFICIAL
FAIRBANKS NORTH STAR BOROUGH

CERTIFICATE OF CORPORATE OWNERSHIP, DEDICATION AND COMPLIANCE

I HEREBY CERTIFY THAT ALASKA RAILROAD CORPORATION IS THE OWNER OF THIS SUBDIVISION AND THAT IT HEREBY ADOPTS THIS PLAN OF SUBDIVISION WITH ITS FREE CONSENT AND DEDICATES ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER DESIGNATED PUBLIC SPACES TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL REQUIRED IMPROVEMENTS COMPLY WITH THE STANDARDS ESTABLISHED IN TITLE 17, SUBDIVISIONS, FAIRBANKS NORTH STAR BOROUGH CODE.

DATE Jan. 16, 2019

ALASKA RAILROAD CORPORATION
OWNER
James W. Kubitz
AUTHORIZED REPRESENTATIVE

UNITED STATES OF AMERICA)
STATE OF ALASKA)SS
FOURTH JUDICIAL DISTRICT)

I, James W. Kubitz, CERTIFY THAT THE FOREGOING PLAT IS TRUE AND CORRECT AND IS EXECUTED FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED AND THAT I SIGNED THE SAID PLAT CLOAKED WITH THE POWER AND AUTHORITY ON BEHALF OF SAID CORPORATION.

James W. Kubitz, V.P. Real Estate + Facilities
(NAME, TITLE AND CORPORATION) Alaska Rail Road Corp.

SUBSCRIBED AND SWORN BEFORE ME BY James W. Kubitz THIS 16th DAY OF January, 2019.

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES 3/20/19

KRISTEN E. GRATRIX NOTARY PUBLIC STATE OF ALASKA

CHENA LANDINGS SUBDIVISION, SECOND ADDITION

A REPLAT OF TRACT B OF CHENA LANDINGS SUBDIVISION, FIRST ADDITION (PLAT #2018-5)

LOCATION: W 1/2 SEC. 9, T.1S., R.1W., F.M., AK FAIRBANKS RECORDING DISTRICT

OWNERS: ALASKA RAILROAD CORPORATION REAL ESTATE DEPARTMENT, LAND SERVICES P.O. BOX 107500, ANCHORAGE, ALASKA 99510

DRAWN: PJH
CHECKED: PJH
SCALE: 1"=60'
FNSB NO: SD017-18/ RP012-18
DATE OF DRAWING: 1/9/2019

3-TIER ALASKA CIVIL ENGINEERING • SURVEYING

3-TIER ALASKA, LLC
326 Driveway St. Suite 102
Fairbanks, AK 99701
(907) 451-7411

Chena Landings_2add_F.dwg

A L A S K A

2019 – 001256 – 0

Recording District 401 Fairbanks

01/31/2019 12:28 PM

Protective Covenants
Of
Chena Landings Subdivision, Second Addition
Plat # 2019-7
Fairbanks Recording District

I. Area of Application

1. **FULLY PROTECTED BUILDING TYPE**. The covenants contained herein in their entirety shall apply to all lots of Chena Landing Subdivision, Second Addition, except for Tract C.

II. Protective Covenants

1. **TIME LIMIT FOR CONSTRUCTION.** Any dwelling shall be completed externally, including obtaining a certificate of occupancy, within one year of date of excavation or commencement of construction demonstrated by a valid building permit.

2. **TEMPORARY STRUCTURES.** No structure of a temporary character such as: a trailer, mobile home, motor home, manufactured home to include a double-wide, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. This list is not meant to be exhaustive and includes any temporary structures that are not residences.

3. **OVERHEAD UTILITIES.** All overhead service drops must be located within 50' of the existing primary/yard pole.

GENERAL PROVISIONS

1. **TERMS.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners in the subdivision has been recorded agreeing to change said covenants in whole or in part.

2. **MODIFICATIONS.** These covenants and conditions stated therein may be modified by written consent of that at least fifty one percent (51%) of the owners of the total number of lots in the subdivision.

3. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

4. **SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in ono way affect any other of the other provisions, which shall remain in full force and effect.

ALASKA RAILROAD CORPORATION

William O'Leary, President & Chief Executive Officer

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of January, ~~2018~~ 2019 before me, the undersigned, a Notary Public in and for the state of Alaska, duly commissioned and sworn, personally appeared William O'Leary, President & Chief Executive Officer of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, who executed the foregoing Protective Covenants of Chena Landings Subdivision, Second Addition, on behalf of the corporation.

LORINE S. HALL NOTARY PUBLIC STATE OF ALASKA

Notary Public in and for Alaska
My Commission expires: March 6, 2021
No. 170306004

Recorder's Office, return to:
ALASKA RAILROAD CORPORATION
ATTN: REAL ESTATE
P.O. BOX 107500
ANCHORAGE, AK 99510-750

State Business – No Charge

LAND
EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

This offer to purchase, hereinafter referred to as "Offer" or "Agreement," dated_____, upon acceptance by all parties and subject to all terms and conditions stated herein, including but not limited to the conditions set forth in Paragraph 16 of this Agreement relating to the approval of this sale-purchase transaction by the Alaska Railroad Corporation ("ARRC" or "Seller") Board of Directors and, if necessary, by the Alaska Legislature, becomes an agreement and a legally binding contract. Acceptance of this Agreement by all parties is hereinafter referred to as "Offer Acceptance."

Real estate brokers and licensees are hereinafter referred to as "Licensees" or "Brokers." As noted below, Seller is not represented in this transaction by a Licensee or Broker.

All notifications between Buyer, as hereinafter identified, and Seller, in regards to the terms and conditions of this Agreement, shall be in writing and delivered, as appropriate, through Buyer's Licensees or Seller's designated staff.

LICENSEE RELATIONSHIPS (as required by Alaska Statute 08.88.396 and Alaska Statute 08.88.615).

As of _____ the Selling Licensee(s):_____

☐ represents Seller ☐ represents Buyer
☐ is assisting ☐ Buyer ☐ Seller, an unrepresented party
☐ is a neutral Licensee ☐ is a designated Licensee and another Licensee in the same office is a designated Licensee for the other party in this transaction.

As of_____the Listing Licensee(s): _Not Applicable, seller is an unrepresented party
☐ represents Seller ☐ represents Buyer
☐ is assisting ☐ Buyer ☐ Seller, an unrepresented party
☐ is a neutral Licensee ☐ is a designated Licensee and another Licensee in the same office is a designated Licensee for the other party in this transaction.

Buyer and Seller hereby acknowledge the above licensee relationships.

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

Listing Licensee and Seller hereby acknowledge the above licensee relationships

SELLING LICENSEE:_____ LISTING LICENSEE: N/A

SELLING OFFICE:_____ LISTING OFFICE: ARRC Real Estate Department

DATE_____ DATE_____

Seller acknowledges receipt of Earnest Money in the amount of $ _____as referenced in Paragraph 1. This deposit has been or shall be promptly placed in a Trust Account to be administered Yukon Title Company ('Title Company').

SELLER_____ DATE_____

Property Address_____

Legal Description_____

___/___ ___/___
Buyer Seller

BUYER _____ PHONE_____
Legal Name ☐ married couple ☐ unmarried person ☐ married person

BUYER_____ PHONE_____
Legal Name ☐ married couple ☐ unmarried person ☐ married person

Buyer Address_____

Selling Office_____

Licensee_____ License#_____ Phone_____

SELLER: Alaska Railroad Corporation

Listing Office: ARRC Real Estate Department

This Agreement is regarding the real property described as:

Property Address_____

Legal Description_____
and all improvements and fixtures presently attached to and part of the above described real property, hereinafter referred to as "Property" or "Real Property."

Buyer offers to purchase Property under the following terms and conditions:

1. PURCHASE PRICE AND EARNEST MONEY The total purchase shall be $_____
   Buyer has tendered Earnest Money in the form of _____ in the amount of $_____
   Additional Earnest Money shall be tendered on or before_____in the amount of $_____

2. FINANCING
   a.) Down Payment $_____
   b.) Buyer shall apply for _____ loan in the approximate amount of $_____
   c.) Financing shall be obtained _____
   d.) Buyer to execute a Deed of Trust and Note in favor of the Seller in the amount of $_____
   payable at approximately $_____ per month including _____% interest per annum
   for _____years with contract collection to be held at _____

3. EXPENSES OF SALE
   a.) Up front fees to Buyer's financial institution are Buyer's responsibility and may be at risk if this transaction fails to close.
   b.) Financing fees not stated below are Buyer's responsibility.
   c.) The following expenses shall be allocated (%) between Buyers(B) and Seller (S) as follows:

ITEM	B%	S%	ITEM	B%	S%	ITEM	B%	S%
Loan Origination Fee			Owner Title Insurance			Assumption Fee		
Appraisal Fee			Lender Title Insurance			Levied/Existing Assessments		
Credit Report			Recording Fee			Pending/Future Assessments		
Tax Registration			Escrow/Closing Fees			Collection Account Set-Up		
Document Prep. Fee						Coll. Account Annual/Monthly		
Prepaid Interest						Broker Commission 5%		

4. RECORDING AND POSSESSION Time is of the essence. This sale shall be recorded on or before the date that is forty-five (45) days after the date on which the final approval of this purchase-sale transaction is approved, whether said final approval is by the ARRC Board of Directors or the Alaska Legislature, as more specifically described in Paragraph 16 of this Agreement. The forty-five (45)-day period set forth in the preceding sentence may be extended by mutual written agreement between Buyer and Seller. Buyer and Seller agree to sign all necessary closing documents and to meet the conditions required by this Agreement, the title company, and the financial institution. Buyer shall be given possession of the Property ☐ upon recording or ☐ as agreed as follows: _____

___/___ Buyer ___/___ Seller

5. PRORATION AND OTHER EXPENSES OF SALE. Taxes, interest, rents, and any other claims which could constitute a lien shall be paid or prorated as of the date of recording; provided, however, that Seller is a public corporation and instrumentality of the State of Alaska that is not subject to state or local taxes, including but not limited to real property taxes, as provided in AS 42.40.910.

6. TITLE INSURANCE, DEED and APPRAISAL. Seller agrees to execute and deliver, at closing, a Quitclaim Deed transferring Seller's entire interest in the property to Buyer. Appraisal, if applicable, and preliminary title commitment to be ordered by Buyer or Buyer's financial institution no later than seven (7) calendar days from Offer Acceptance or as agreed and completed as soon as possible. Title insurance and closing to be at a time and location mutually agreeable to the parties; provided, however, that the time of closing shall be subject to the timing requirement set forth in Paragraph 4 of this Agreement. Title insurance cancellation fee, if any, shall be the responsibility of Buyer. Reservations, exceptions, or rights reserved in United States or State of Alaska patents or deeds; subdivision or other land use covenants or restrictions relating to land use or development and easements of record shall not be deemed encumbrances to be discharged by Seller. Title to vest at recording in the following name(s):_____

7. BUYER'S FINANCING OBLIGATION.

a.) Buyer agrees to apply in good faith for any necessary financing within _____ calendar days of Offer Acceptance and to promptly provide all information, pay all fees, and satisfy all conditions required by the financial institution for processing of the loan and/or assumption. Buyer and Seller hereby acknowledge that no guarantees have been made as to the availability of any financing or interest rates. Buyer agrees to have all cash necessary for down payment, closing costs, reserved, pre-paid items and prorated items in the approximate amount of $_____ available for verification by the financial institution on or before _____.

b.) Actions or lack of actions by Buyer's financial institution may place Buyer in breach of contract.

c.) If no financing is needed, Buyer agrees to provide proof of funds necessary to close within fifteen (15) calendar days of Offer Acceptance. Failure of buyer to provide proof of funds will result in loss of Earnest Money and/or any down payment made by Buyer.

8. RELEASE OF INFORMATION, SIGNATURE IDENTITY, AND ASSIGNABILITY. Buyer and Seller authorize all financial institutions, utility and fuel companies, credit reporting agencies, engineers, other inspection firms, title companies and appraisers to furnish to the Listing Licensee and Seller on request any and all information and copies of documents concerning the status, progress, and final disposition of loans, credit, appraisal, closing, conveyance, and any other matter related to this sale. Any electronic signature or facsimile or computer transmissions of signed transaction documents shall be considered legally binding. This Agreement is not assignable by Buyer without written consent of Seller which shall not be unreasonably withheld.

9. COMPENSATION. ☐ Seller ☐ Buyer is paying Buyer's Licensees' compensation in this transaction

10. LEGAL/TAX ADVICE. For legal or tax advice or advice regarding other aspects of this transaction, Buyer and Seller should seek the advice of an attorney, accountant, or other professional as appropriate.

11. PROPERTY CONDITION.

a.) Buyer offers to purchase the Property in its present condition on an as-is, where is basis. Seller has disclosed to Buyer all known defects and other material facts regarding the Property and will provide Buyer with an addendum to the disclosures should any changes to the Property condition occur prior to recording. Until possession is transferred to Buyer, Seller shall maintain the Property.

b.) Buyer assumes the risk that all or part of the Real Property and improvements may be inadequate, inappropriate or unusable for the purposes intended by Buyer. Before closing the purchase in accordance with this Agreement, Buyer shall make a thorough and careful examination of the Real Property and improvements and assure himself/herself that the Real Property and improvements are suitable for Buyer's intended purposes. Buyer expressly and unequivocally assumes the risk that subsequent events or undiscovered, unknown conditions may make the Real Property and improvements unsuitable for Buyer's intended purposes. Buyer expressly acknowledges that the Real Property and improvements are being sold in their present "as is, where is" condition.

c.) Buyer reserves the right and duty of inspection as stated in this Agreement. Buyer has entered into this Agreement relying solely upon information and knowledge obtained from his/her own investigation or personal inspection of the Real Property and improvements. Buyer is independently responsible for verifying any and all information about the Property including, but not limited to, zoning, covenants, codes, restrictions, square footage, and flood zones.

d.) All parties acknowledge that, unless otherwise stated herein, the Property is not subject to the AS 34.70 residential property disclosure statement.

e.) Unless otherwise disclosed in writing to Buyer, Seller has no knowledge of eminent domain, condemnation foreclosure or other adverse proceedings against the Property.

f.) Existing liens, rental agreements and service contracts, if any, shall be made available to Buyer with seven (7) calendar days of Offer Acceptance.

___/___ Buyer ___/___ Seller

12. REAL ESTATE LICENSEES. Licensees are not parties to this Agreement. Licensees have not represented the condition of the Property to Buyer and Buyer releases Licensees in this transaction from any liability regarding condition of the Property. Buyer and Seller acknowledge that they have not relied upon any promise or representation made by Licensees regarding the Property or its condition. Licensees involved in this sale have not independently verified the accuracy of information obtained from the parties or from any third party, including any information which Seller may have provided about the Property. Buyer and Seller acknowledge that no Licensee shall be liable to Seller, to Buyer, or to any third party for unintentionally furnishing incorrect information obtained from Seller, Buyer, or a third party. All representations are believed to be reliable but are subject to error. Buyer and Seller acknowledge that Licensees shall not be held liable in any manner whatsoever for damages arising from any action or inaction by Buyer, Seller, their contractors, their financial institutions, or their representatives.

13. NOTICE TO BUYER REGARDING MEGAN'S LAW.

a.) Notice to Buyer: AS 12.63.010 requires the registration of sex offenders residing within the State of Alaska. Under AS 34.70.050, Transferee (Buyer) is independently responsible for determining whether a person who has been convicted of a sex offense resides in the vicinity of the Property. Information is available at Alaska State Trooper Posts, Municipal Police Departments, and on the internet site: www.dps.state.ak.us under "Registry of Sex Offenders."

b.) Buyer may cancel this Agreement in writing and Earnest Money shall be refunded to Buyer if, within 24 hours of Offer Acceptance, Buyer furnishes the Seller written proof indicating that Buyer's research results of the sex offender registry are not acceptable to Buyer.

14. BUYER'S RIGHT AND DUTY OF INSPECTION, DUE DILIGENCE

a.) Buyer understands that the Property is being sold in its present ("as is, where is") condition.

b.) Buyer and Seller acknowledge that Licensees are not qualified to inspect the Property.

c.) No later than fifteen (15) calendar days following Offer Acceptance, Buyer shall have the right and duty, at Buyer's expense, to have a qualified professional(s) inspect and investigate the Property for possible defects, including but not limited to soils, drainage, improvements , and environmental hazards. Inspections shall be coordinated through Buyer's Licensees and the Seller. Seller agrees to allow reasonable access for performance of the inspections with a minimum of 24-hour notice. If inspections involve alteration of the Property, Buyer agrees to immediately restore any portion of the Property that has been disturbed or altered, at the Buyer's sole expense, unless otherwise agreed in writing. A copy of any inspection report(s) obtained by Buyer shall be furnished to Seller at no cost.

d.) Buyer shall keep the Property free and clear of any liens resulting from said inspections and indemnify and hold Seller and Licensees harmless from all liability, claims, damages or costs.

e.) If Buyer is not satisfied with the results of the inspection(s), as specified in Paragraph 14(c), Buyer reserves the right to rescind this Agreement by notifying the Seller in writing no later than fifteen (15) calendar days following Offer Acceptance, and Earnest Money shall be refunded.

f.) If Buyer is not satisfied with the results of the inspection(s), Buyer reserves the right to renegotiate this Agreement by notifying Seller within fifteen (15) calendar days of Offer Acceptance. If Seller and Buyer have not come to an agreement within ten (10) calendar days of Seller's receipt of Buyer's offer to renegotiate, this sale shall be null and void and Earnest Money returned to Buyer.

g.) In the event that this transaction does not close for any other reason, Seller may disclose and provide copies of any reports obtained by Buyer and provided to Seller in order to comply with Seller's disclosure obligations in any future transaction(s). Buyer and Seller shall then have no further obligation toward each other, nor is there any recourse against Licensees.

h.) If Buyer chooses not to have the Property inspected within the inspection period, or fails to notify Seller of any defects and intent to rescind or renegotiate, Buyer accepts the condition of the Property as satisfactory and shall proceed with this transaction

15. EARNEST MONEY DISPOSITION

a.) Earnest Money shall be deposited in Trust with the Title Company by the Seller.

b.) Earnest Money shall be credited to Buyer at closing.

c.) If recording does not occur for any reason, Licensee(s) and/or Seller shall request that the parties sign a rescission agreement for release of Earnest Money. If Earnest Money was paid by check, disbursement of Earnest Money shall be contingent upon verification of payment of that check.

d.) Earnest Money shall be refunded only if one of more of the following occur:

1.) Offer is not accepted as specified in Paragraph 20 or a counter offer is not accepted.

2.) Financing applied for by Buyer, in compliance with Paragraphs 2 and 7, is rejected in writing by the financial institution within fifteen (15) calendar days of Offer Acceptance. Buyer must apply for such financing in good faith. A financial application in which any information is materially misstated or misrepresented is a violation of the good faith

___/___ Buyer ___/___ Seller

requirement and shall result in forfeiture of Earnest Money regardless of how much time has passed.

3.) There is a material breach of this Agreement by Seller.

4.) The Property is materially damaged or condition of the Property is altered other than changes required for completion of this Agreement.

5.) Buyer rescinds this Agreement in accordance with Paragraph 13 or 14(e).

6) Transaction does not close in accordance with Paragraph 14(f).

7) Appraised value does not meet or exceed total purchase price and Seller does not agree to sell at appraised value. In this case Buyer and Seller may attempt to renegotiate the purchase price within seven (7) calendar days of written notification of the appraised value to both parties. If an agreement cannot be reached, Earnest Money shall be refunded to Buyer.

8) Final approval of the sale of the Property by either the ARRC Board of Directors or, if required, the Alaska Legislature, as more fully described in Paragraph 16 of this Agreement, is not obtained.

e) Buyer and Seller agree that if this transaction does not close for any reason other than those cited above, Earnest Money may be forfeited. If Buyer and Seller cannot agree who is entitled to Earnest Money in an executed rescission agreement, the Title Company holding Earnest Money may, based on the terms of this Agreement and after deducting expenses incurred in this transaction, at its sole discretion, determine disposition of Earnest Money. Alternatively, the Title Company may file an action in court for the determination of the disposition of Earnest Money. Brokers, Licensees and the Title Company shall then be released from any further liability.

f) Once Earnest Money is disbursed, this Agreement is null and void and Buyer and Seller shall have no further obligation toward each other, nor is there any recourse against Licensees.

16. TRANSACTION CONDITIONED ON FINAL APPROVAL.
Buyer and Seller each acknowledge that for Seller to sell the Property, the sale must be approved by both the ARRC Board of Directors and the Alaska Legislature, although pending legislation may remove the latter requirement in 2018. Seller agrees that a proposal to sell the land that includes the Property shall be made to the ARRC Board of Directors. If the ARRC Board approves said proposal to sell, then Seller shall seek to obtain the final approval of the Alaska Legislature for the sale if said approval is still required. Buyer acknowledges that if final approval by either the ARRC Board or, if required, the Alaska Legislature, is not obtained by December 31, 2018, then this Agreement shall terminate and Seller shall have no further liability or obligation to Buyer hereunder except for the return of Earnest Money as provided in Paragraph 15 of this Agreement.

17. ENTIRE AGREEMENT. This Agreement and any addenda constitute the whole agreement between the parties and no warranties, including any warranty of habitability or other agreements have been made or shall be binding upon either party unless herein set forth. This Agreement shall be binding upon Buyer and Seller and their successors, heirs, administrators and assigns. This Agreement consists of six (6) pages and the following attachments:
☐ Addendum ☐ _____ ☐ _____

18. DELIVERY Delivery of any transaction documents by an unrepresented party or by the Licensee representing or providing specific assistance to one party to the Licensee representing or providing specific assistance to the other party, or to an unrepresented party, constitutes delivery.

19. BUYER'S ACKNOWLEDGEMENT I/We agree to purchase the Property on the terms and conditions stated herein, including but not limited to the conditions set forth in Paragraph 16 of this Agreement relating to the approval of this sale-purchase transaction by the Alaska Railroad Corporation ("ARRC" or "Seller") Board of Directors and, if necessary, by the Alaska Legislature. I/We understand that this Offer to purchase, upon Offer Acceptance, becomes an agreement and a legally binding contract. This Offer is valid until 6:00 p.m. Alaska Time (AT) on_____.

Receipt of a copy of this Agreement is hereby acknowledged.

BUYER_____ DATE/TIME_____

BUYER_____ DATE/TIME_____

___/___ Buyer ___/___ Seller

20. SELLER'S RESPONSE (initial and check one)

_____/_____ ☐ I/We accept the foregoing Offer and agree to sell and convey the Property on the terms and conditions stated herein. I/We understand this Offer is now an agreement and a legally binding contract.

_____/_____ ☐ A counter offer is a part of this Agreement

_____/_____ ☐ This Offer is rejected.

Receipt of a copy of this Agreement is hereby acknowledged upon Offer Acceptance.

SELLER_____ DATE/TIME_____

SELLER_____ DATE/TIME_____

___/___ Buyer ___/___ Seller