

Non-Code Ordinance

By: Public Works Department
Introduced: December 14, 2020
Public Hearing: January 11, 2021
Adopted: January 11, 2021
Yes: Brown, Harvey, Johnson, Velock
No: Rausa
Absent: Burney

**City of Wasilla
Ordinance Serial No. 21-03**

An Ordinance Of The Wasilla City Council Authorizing The Purchase Of Lot 1, Block 2, Utopia Meadows In The Amount of \$51,000 For E. Beech Way Storm Water Improvements.

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

Section 2. Purpose. To acquire Lot 1, Block 2, Utopia Meadows subdivision for the development of a storm water retention area to contain annual spring runoff that floods E. Beech Way.

Section 3. Authority of Officers. The Mayor is authorized and directed to do and perform all things and determine all matters not determined by this ordinance, to the end that the City may purchase Lot 1, Block 2, Utopia Meadows subdivision.

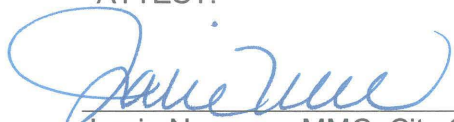
Section 4. Effective Date. This ordinance shall take effect upon adoption.

ADOPTED by the Wasilla City Council on January 11, 2021.



Glenda D. Ledford, Mayor

ATTEST:



Jamie Newman, MMC, City Clerk

[SEAL]

City of Wasilla
Legislative Staff Report
Ordinance Serial No. 21-03
 (Non-Code Ordinance)

Authorizing The Purchase Of Lot 1, Block 2, Utopia Meadows In The Amount Of \$51,000 For E. Beech Way Storm Water Improvements.

Originator: Public Works Director
 Date: 12/2/2020

Agenda of: 12/14/2020

| Route to: | Department Head | Signature | Date |
|-----------|-----------------------|--|------------|
| X | Public Works Director |  | 12/2/20 |
| X | Finance Director |  | 12-2-20 |
| X | Deputy Administrator |  | 12/2/2020 |
| X | City Clerk |  | 12/02/2020 |
| X | Mayor |  | 12/2/2020 |

Fiscal Impact: yes or no **Funds Available:** yes \$55,000 (includes closing costs)

Account name/number: Easements/ROW 130-4320-432.45-29

Attachments: Ordinance Serial No. 21-03 (1 page)
 Land Appraisal Report (19 pages)
 Purchase Agreement (5 pages)
 Photographs (2 pages)

Summary Statement: This ordinance is proposed for the purchase of Lot 1, Block 2, Utopia Meadows subdivision for the development of a stormwater retention area along E. Beech Way. Annually during spring break-up, several hundred feet of E. Beech Way floods with spring snow melt. This is a low spot in the subdivision and the ditches do not have sufficient capacity to keep the road from flooding. Lot 1, Block 2, Utopia Meadows is an undeveloped lot directly adjacent to the area that floods as shown in the attached photos. The property owner has agreed to sell the property to the city with the condition that they can still use the property for pedestrian access and the disposal of grass clippings and green house and garden plants, as they live on the adjacent property directly south on E. Tamarak Ave.

The city's development plan uses the north one-half of the property for the construction of a storm water retention area and leaves the south one-half of the property as a buffer to the neighboring lots. The retention area will be contoured and seeded providing a large grassy swale to store storm water until it can percolate into the ground.

Proposed Action: Introduce and set the ordinance for public hearing.

LAND APPRAISAL REPORT

File No.: 204712La

| | | | | | | | | | | | | | |
|---|---|--------------------------|---|--------------------------|---|-------------------------------------|--|--------------------------|--|---|--------------------------|--------------------------|--------------------------|
| SUBJECT | Property Address: 2980 E Beech Way | | City: Wasilla | | State: AK | | Zip Code: 99654 | | | | | | |
| | County: Matanuska Susitna Borough | | Legal Description: Lot 1, Block 2, Utopia Meadows | | | | | | | | | | |
| | Assessor's Parcel #: 9466 Acct #5604B02L001 | | Tax Year: 2020 | | R.E. Taxes: \$ 548.77 | | Special Assessments: \$ 0.00 | | | | | | |
| ASSIGNMENT | Market Area Name: City of Wasilla | | Map Reference: WA11 | | Census Tract: 0010.04 | | | | | | | | |
| | Current Owner of Record: Burkhardtsmeier Living Trust | | Borrower (if applicable): NA | | | | | | | | | | |
| | Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input checked="" type="checkbox"/> Other (describe) | | Subdivision with covenants | | HOA: \$ 0 | | <input type="checkbox"/> per year <input type="checkbox"/> per month | | | | | | |
| | Are there any existing improvements to the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | If Yes, indicate current occupancy: | | <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Not habitable | | If Yes, give a brief description: No structural improvements. Utility connections are available. | | | | | | |
| | The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe) | | This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective | | | | | | | | | | |
| MARKET AREA DESCRIPTION | Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe) | | Intended Use: The Intended Use is to provide the City of Wasilla, Department of Public Works, with an opinion of market value that may be used to assist in a potential purchase of the subject property for use as a storm water retention area. | | | | | | | | | | |
| | Intended User(s) (by name or type): Client, City of Wasilla, Department of Public Works. No other intended users are named. | | Client: City of Wasilla, Department of Public Works | | Address: 290 East Herning Avenue, Wasilla, AK 99654 | | | | | | | | |
| | Appraiser: Wendy Brooker | | Address: 3544 East Wanamingo Drive, Wasilla, AK 99654 | | | | | | | | | | |
| | Characteristics | | Predominant Occupancy | | One-Unit Housing | | Present Land Use | | Change in Land Use | | | | |
| | Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural | | <input checked="" type="checkbox"/> Owner | | PRICE (\$000) | | One-Unit 80% | | <input type="checkbox"/> Not Likely | | | | |
| | Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% | | <input type="checkbox"/> Tenant | | AGE (yrs) | | 2-4 Unit 3% | | <input type="checkbox"/> Likely * <input checked="" type="checkbox"/> In Process * | | | | |
| | Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow | | <input checked="" type="checkbox"/> Vacant (0-5%) | | 100 Low 0 | | Multi-Unit 1% | | * To: More Developed, | | | | |
| | Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining | | <input type="checkbox"/> Vacant (>5%) | | 700 High 60 | | Comm'l 6% | | same | | | | |
| | Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply | | | | 350 Pred 15 | | undeveloped 10% | | | | | | |
| | Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos. | | | | | | | | | | | | |
| Factors Affecting Marketability | | | | | | | | | | | | | |
| Item | | | | | | | Item | | | | | | |
| Employment Stability | | Good | Average | Fair | Poor | N/A | Adequacy of Utilities | | Good | Average | Fair | Poor | N/A |
| Convenience to Employment | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Property Compatibility | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Convenience to Shopping | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Protection from Detrimental Conditions | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Convenience to Schools | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Police and Fire Protection | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Adequacy of Public Transportation | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | General Appearance of Properties | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Recreational Facilities | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appeal to Market | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Market Area Comments: Ranges are rounded estimates based on review of recent statistics. Average rating given to most factors affecting marketability. | | | | | | | | | | | | | |
| Adequacy of public transportation is not a significant factor affecting marketability in this area. Subdivision comments and a general market overview are included in text addendum. | | | | | | | | | | | | | |
| SITE DESCRIPTION | Dimensions: See plat map detail | | Site Area: .58 Acres | | | | | | | | | | |
| | Zoning Classification: City of Wasilla, RR | | Description: City of Wasilla, Rural Residential. | | | | | | | | | | |
| | Do present improvements comply with existing zoning requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No Improvements | | | | | | | | | | | | |
| | Uses allowed under current zoning: Although Rural Residential zoning allows low density development including single family and duplex residential as well as uses deemed compatible, subdivision covenants restrict development to single family. | | | | | | | | | | | | |
| | Are CC&Rs applicable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown | | Have the documents been reviewed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Ground Rent (if applicable) \$ NA/ | | | | | | | | |
| | Comments: Refer to Protective Covenants, Conditions, and Restrictions for Utopia Meadows recorded as Document 2004-035014-0, Palmer Rec District. | | | | | | | | | | | | |
| | Highest & Best Use as improved: <input type="checkbox"/> Present use, or <input checked="" type="checkbox"/> Other use (explain) Single family residential in accordance with standards set forth in subdivision covenants. | | | | | | | | | | | | |
| | Actual Use as of Effective Date: Vacant Land | | Use as appraised in this report: Vacant/raw land available for development | | | | | | | | | | |
| | Summary of Highest & Best Use: Highest & Best Use is the most probable use of a property which is physically possible, legally permissible, financially feasible, and which results in the highest value of the property being valued. Opinion of Highest & Best Use and is stated above. | | | | | | | | | | | | |
| | Utilities | | Off-site Improvements | | Type | | Public | | Private | | | | |
| Electricity <input type="checkbox"/> Public <input checked="" type="checkbox"/> Other | | Street Residential | | | | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | | Frontage 113.39' on E Beech Way | | | |
| Gas <input type="checkbox"/> Enstar Natural | | Width 60' | | | | | | | | Topography Gently rolling, natural growth | | | |
| Water <input type="checkbox"/> Comm Wtr System | | Surface Paved, Asphalt | | | | | | | | Size .58 acre [25,209 square feet] | | | |
| Sanitary Sewer <input type="checkbox"/> no known septic | | Curb/Gutter none | | | | <input type="checkbox"/> | | <input type="checkbox"/> | | Shape Irregular, rectangular | | | |
| Storm Sewer <input type="checkbox"/> no storm sewer | | Sidewalk none | | | | <input type="checkbox"/> | | <input type="checkbox"/> | | Drainage Adequate; no wetland identified | | | |
| Telephone <input type="checkbox"/> Various providers | | Street Lights none | | | | <input type="checkbox"/> | | <input type="checkbox"/> | | View Neutral; natural, residential | | | |
| Multimedia <input type="checkbox"/> Various providers | | Alley none | | | | <input type="checkbox"/> | | <input type="checkbox"/> | | | | | |
| Other site elements: <input checked="" type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input checked="" type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe) | | | | | | | | | | | | | |
| FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | FEMA Flood Zone X | | FEMA Map # 02170C8085F | | FEMA Map Date 09/27/2019 | | | | | | | |
| Site Comments: Utility easements run along front/north lot line and east side lot line. City of Wasilla boundary line runs along lot's east lot line. Surrounding development to subject's north, west, and south, within Utopia Meadows can be described as conforming, above average or better single family residential development. The 1.19 acre lot to the east of subject is Lot 3, Block 3, Goddard subdivision. Borough property records reflect this property is improved with a 3,360sf garage, use described as warehousing and storage. Heavy machinery was parked in an unscreened but orderly manner on this neighboring lot on the date of my visit to subject property. The owner of this lot also resides in Goddard subdivision, but not adjacent to this lot. Goddard plat recorded in 1971 with no covenants found; the use of this neighboring lot is essentially unrestricted. This is considered in reconciliation. | | | | | | | | | | | | | |

LAND APPRAISAL REPORT

File No.: 204712La

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): State Recorder

| | |
|---|--|
| 1st Prior Subject Sale/Transfer Date: 11/24/2014 Price: \$10 and other consideration Source(s): Recorded Quit Claim Deed | Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>In Quit Claim Deed signed and recorded on 11/24/14, Bonnie J. Burkhardtsmeier conveyed title to Burkhardtsmeier Living Trust, R J & B J Burkhardtsmeier, Trustees. In Warranty Deed signed on 1/2/14 and recorded on 1/3/14, The Webb Trust, Chester R Webb Trustee, conveyed title to Burkhardtsmeier Living Trust, R J & B J Burkhardtsmeier, Trustees.</u> |
| 2nd Prior Subject Sale/Transfer Date: 1/2/2014 Price: \$10 and other consideration Source(s): Recorded Warranty Deed | Note: In a Warranty Deed signed on 10/24/13 and recorded on 11/6/13, Chester R Webb, sole surviving Trustee of the Webb Trust dated 11/30/87, conveyed title to Bonnie J Burkhardtsmeier, a married woman as her sole and separate property; consideration was \$10 and other good and valuable consideration. |

| FEATURE | SUBJECT PROPERTY | COMPARABLE NO. 1 | | COMPARABLE NO. 2 | | COMPARABLE NO. 3 | |
|-------------------------------|---------------------------------------|---|----------------|---|----------------|---|----------------|
| Address | 2980 E Beech Way Wasilla, AK 99654 | 836 N Back Eddy Cir Palmer, AK 99645 | | 7956 E Downstream Dr Palmer, AK 99645 | | 7470 S Territorial Dr Wasilla, AK 99623 | |
| Proximity to Subject | | 3.91 miles E | | 4.14 miles E | | 9.95 miles SW | |
| Sale Price | \$ NA | \$ 48,500 | | \$ 55,000 | | \$ 42,000 | |
| Price/ Acre | \$ | \$ 82,203.39 | | \$ 107,843.14 | | \$ 91,304.35 | |
| Data Source(s) | Assignment File | AKMLS #19-2367 | | AKMLS #19-2350 | | AKMLS #20-15069 | |
| Verification Source(s) | Public Rec, Owner | Public Records, Developer | | Public Records, Developer | | Public Records | |
| VALUE ADJUSTMENT | DESCRIPTION | DESCRIPTION | +(-) \$ Adjust | DESCRIPTION | +(-) \$ Adjust | DESCRIPTION | +(-) \$ Adjust |
| Sales or Financing | no pending sale | Construction Loan | | Cash | | Cash | |
| Concessions | | no conc reported | | no conc reported | | no conc reported | |
| Date of Sale/Time | NA | pdg 12/19; cl 5/20 | | pdg 2/20; cl 4/20 | | pdg 9/20; cl 10/20 | |
| Rights Appraised | Fee Simple | Fee Simple | | Fee Simple | | Fee Simple | |
| Location | Utop Mdws; WA11 | Was Crk Com; WA9 | | Was Crk Com; WA9 | | Settlers Bay; OC03 | +3,000 |
| Site Area (in Acres) | 0.58 | 0.59 | -800 | 0.51 | +2,000 | 0.46 | +2,000 |
| Access / Maintenance | paved / public | paved / public | | paved / public | | paved / public | |
| Topography/Lot Utility | gent.roll, nat / avg | gent.roll / avg | | gent.roll-gen.lvl / avg | | gent.roll, nat / avg | |
| Elec & NatGas Utilities | Typ uts available | Typ uts available | | Typ uts available | | Typ uts available | |
| Well & Septic | Comm Water | Comm Water | | Comm Water | | Comm Water | |
| Net Adjustment (Total, in \$) | | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ | -800 | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ | 2,000 | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ | 5,000 |
| Adjusted Sale Price (in \$) | | \$ | 47,700 | \$ | 57,000 | \$ | 47,000 |

Summary of Sales Comparison Approach The basic search for comparable sales focused on the past eight months of land sale information in the Wasilla and Palmer market areas with lots between 0.3 to 0.8 acre. Properties located on lakefront were excluded. Properties with potential commercial or multifamily uses were excluded. Results were studied to identify the most comparable sales which are detailed in this report as Sales 1, 2, and 3. Single-family residential lots in subdivisions with community water service were favored. Additional market information reviewed and considered is discussed along with sale comments. See complete sales comparison and summary/reconciliation comments in text addendum.

Same day revision of this report amended above Summary of Sales Comparison Approach comments.

The revision does not affect the analysis or assignment results. Report file #204712L replaced by this report file #204712La.

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.

Legal Name of Project: NA

Describe common elements and recreational facilities: NA

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 51,000

Final Reconciliation See summary remarks in text addendum. \$51,000 equals a value per acre of \$87,931.

While a point value is required in this report form, value opinion is best expressed as a reasonable range around the value point stated.

This appraisal is made "as is", or subject to the following conditions: Land appraised in assumed current "as-is" condition.

Appraisal report is subject to assumptions and limiting conditions:
See Statement of Assumptions & Limiting Conditions / Appraiser's Certification Addenda.

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:
\$ 51,000, as of: 10/9/2020, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 19 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

Land Report Form Text Addendum StmtAssumptns.LtgConds Map Addenda Photo Addenda

Appraiser Information

Client Contact: Archie Giddings Client Name: City of Wasilla, Department of Public Works

E-Mail: AGiddings@ci.wasilla.ak.us Address: 290 East Heming Avenue, Wasilla, AK 99654

APPRAISER

Wendy Brooker

Appraiser Name: Wendy Brooker

Company: Appraisal Company of Mat-Su, LLC

Phone: (907) 373-3977 Fax: _____

E-Mail: wbrooker@mtaonline.net

Date of Report (Signature): 11/14/2020

License or Certification #: 711 State: AK

Designation: Certified Residential Real Estate Appraiser

Expiration Date of License or Certification: 06/30/2021

Inspection of Subject: Did Inspect Did Not Inspect (Desktop)

Date of Inspection: 10/9/2020

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: _____

Company: _____

Phone: _____ Fax: _____

E-Mail: _____

Date of Report (Signature): _____

License or Certification #: _____ State: _____

Designation: _____

Expiration Date of License or Certification: _____

Inspection of Subject: Did Inspect Did Not Inspect

Date of Inspection: _____



Supplemental Addendum

File No. 204712La

| | | | | | |
|------------------|------------------|--------|---------------------------|----------|-------|
| Borrower | NA | | | | |
| Property Address | 2980 E Beech Way | | | | |
| City | Wasilla | County | Matanuska-Susitna Borough | State | AK |
| Lender/Client | | | | Zip Code | 99654 |

Subdivision and Neighborhood Area

Utopia Meadows subdivision was platted in 2005 with 57 lots, most about one-half acre. There are recorded protective covenants. Utopia Meadows is located within the city of Wasilla with RR zoning (Rural Residential). Although RR zoning allows low density development including single family and duplex residential as well as uses deemed compatible, subdivision covenants restrict development to single family. The covenants also provide for the formation of a homeowner's association although no association was ever formed to the best of my knowledge and there are no dues. There are no known common elements or property. Lots are connected to a community water system, but require individual septic systems. No connection is available to public/municipal water or sewer. Saddlebrook Water Systems operates the water service; water utilities are regulated. The well is on Lot 12, Block 1, and the service only provides water to Utopia Meadows. The monthly water service charge is currently \$70/mo.

The boundary line of the City of Wasilla here runs directly along north line of the subject subdivision with land adjacent to subdivision in an unincorporated/unzoned area of the Matanuska-Susitna Borough. Subdivision access is through adjacent subdivisions to the west of the Seward Meridian Parkway with the Palmer-Wasilla Highway north and the Parks Highway south. The Palmer-Wasilla Highway and the Parks Highway intersect west of the subject subdivision area. The subject and adjacent subdivisions form a pocket of residential development with good central location. Access to employment, schools, recreation, goods and services is good.

Market appeal for the subdivision as a whole is average or better with mixed appeal along the bluff related to neighboring property uses, (gravel business and other Palmer-Wasilla Highway commercial uses) at lower elevation. Bluff line properties back to adjacent gravel pit operation.

Utopia Meadows MLS Market Activity

A search for reported lot sale activity in Utopia Meadows over the past ten year period found five dated sales closed in 2012 and 2017. The lot sale activity in Utopia Meadows describes non-comparable bluff lots in Block 1. For the record, the most recent sale included 1.46 acres with a sale price of \$63,500. The 2012 sales included lots ranging .49 acre to .66 acre at prices from \$42,000 to \$46,000.

Market activity reported in the Alaska MLS does not represent all market activity. Privately advertised and arranged sales do take place. Property descriptions and transaction information for sales not reported in the MLS, when discovered, are not often readily or reliably confirmed. These sales also lack exposure to the open market on the same scale as properties listed through the MLS and often involve transfers between family members or parties known to each other. The sales included in market data analysis are all from MLS search results. The information available is considered sufficient for the purpose of developing a reasonable range of value indications and forming a credible opinion of point value.

General Market Overview

Current population for the Matanuska-Susitna Borough is 106,438 persons (2019 Alaska Department of Labor; about 1% above 2018). This represents a 20% increase from the 2010 census and 79% increase from 2000 census. Ninety percent of the residents live in the greater Palmer and Wasilla market areas, primarily along the Glenn and Parks Highway corridors. Palmer, Wasilla, and Houston are the only three incorporated communities; other borough areas are unincorporated and are defined as census-designated places. Over the past two decades, the borough has absorbed most of the state's in-migration and comprises 15% of the state's population. Community database information confirms favorable population and job growth in Mat-Su compared to other areas in the state.

The most significant factor that has contributed to Mat-Su's population growth and housing market is the average price difference of single family housing between the Mat-Su and Anchorage. Highway improvements have greatly improved travel time and safety for commuters to Anchorage and a number of local households are supported by earnings from outside Anchorage/Mat-Su, not requiring daily commute. Local businesses have diversified and expanded over recent decades, increasing good employment opportunities. The area's strong housing market has contributed to related employment numbers in financial and other professional services as well as retail and restaurant businesses. Residents spend a growing share of their income locally. The health care and tourism industries also have contributed to economic growth in the area. The Mat-Su Valley is the largest agricultural producer in the state as well.

The state economy is more diversified than in the past although still heavily reliant on oil. At the beginning of this year, the extended state-wide recession had generally leveled off and the long-term economic future of the state was considered positive. The people and the economy of the state are currently in various stages of adjustment following government mandates related to the pandemic and historic low oil prices.

Oil prices have been under \$50/barrel for several months. Economists expect restrictive mandates related to the pandemic to disrupt business activities and general market participation to a certain degree over the coming year. Real estate professionals and lending institutions are continuing to conduct business with added precautions and innovations during this period. Low interest rates are aiding continuing a strong level of business activity for financial institutions and housing-related industries. The current pandemic situation is unprecedented and evolving. The ability to leverage substantial state assets does give the state significant influence over its short-term future.

This appraisal was performed following public awareness that COVID-19 was affecting residents and businesses in Alaska. At the time of this appraisal, the pandemic has had widespread health and economic impacts throughout the country and the world although Alaska has fared comparatively well. The effects of COVID-19 have not had a blanket effect on the overall real estate market in the local area. There are indications of lower inventory and some material supply chain disruptions, however, no significant affect to overall pricing is noted at this time. The analyses and value opinion in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value.

Sales Comparison Comments and Summary**Comparable Property Search and Selection**

The basic search for comparable sales focused on the past eight months of land sale information in the Wasilla and Palmer market areas with lots between 0.3 to 0.8 acre. Properties located on lakefront were excluded. Properties with potential commercial or multifamily uses were excluded. Results were studied to identify the most comparable sales which are detailed in this report as Sales 1, 2, and 3. Single-family residential lots in subdivisions with community water service were favored. Additional market information reviewed and considered is discussed along with sale comments.

Supplemental Addendum

File No. 204712La

| | | | | | | | |
|------------------|------------------|--------|---------------------------|-------|----|----------|-------|
| Borrower | NA | | | | | | |
| Property Address | 2980 E Beech Way | | | | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State | AK | Zip Code | 99654 |
| Lender/Client | | | | | | | |

Comparable sale map and photo exhibits follow subject map and photo exhibits in report.

Sale 1

Address: 836 North Back Eddy Circle, Palmer (mailing address) / Central Wasilla-Palmer Area, Wasilla: West of Trunk Road

Legal Description; MSB Map Page: Lot 9, Block 4, Wasilla Creek Commons, Phase 3; WA09

Recorded Deed Type, Document Number, Date: Warranty Deed, Palmer, Document 2020-010397-0, recorded 5/18/2020

Grantor/Seller: Gravier LLC, Anchorage, AK; Seller is subdivision developer.

Grantee/Buyer: WM Construction LLC, Palmer

Sale Price & Terms reported: \$48,500; with Construction Financing, no concessions reported

Price calculation per acre: \$82,203

Sale Price/List Price Ratio: 98%

Days on the Market: 291*; Listed in February '19 at \$49,500; pended sale in August, but did not proceed to closing and the lot was returned to market after two weeks off, pended sale in January '20.

*This property was offered in prior listings at same price point since time of plat with one to six months off market between listings.

Highest & Best Use: Single Family Residential

Lot Size: .59 acre [25,652 square feet per plat]

Topography: Gently rolling, frontage rises well above street with gentle downslope to rear. Substantially cleared in prior gravel operation, some natural growth. Since time of sale, a new construction residence was completed and sold in September '20.

Road Access: Paved, subdivision street, public maintenance

Utilities & Water: Typical electric and natural gas utilities available. Charge for water service is paid monthly to Badger Utilities LLC, a privately owned, publicly regulated, water service company. Water service fees are not included with the homeowner's dues paid to Wasilla Creek Commons Owners Association.

Sale Subdivision / Wasilla Creek Commons Owners Association

Wasilla Creek Commons is centrally located between the Palmer-Wasilla Highway and the Parks Highway, with primary access off of Olc Trunk Road, west of Trunk Road. The subdivision grouping has four phases with plats recorded '08-'09 & '12-'13. Total number of lots is 76 ranging from roughly half acre to seven acres with most around the half acre size. Five tracts are owned by the owner's association or developer. Plats identify flood hazard areas that variously affect lots adjacent to watercourses. Larger creekside lots have comparable (less than full lot) utility compared to smaller lots but do benefit from creekside appeal. Per developer's representative, some lots identified on plat as being affected by flood hazard area have been since reclassified, benefiting usable area. She also mentioned that some lots have been built up with fill by developer. There are recorded protective covenants, conditions, and restrictions. Membership in owners association is mandatory. Common elements are defined as each portion of the common interest community other than a lot and include creek corridors parkland, common mailboxes. Association dues provide for maintenance, improvement, and operation of parks, open space, and common property including reserves, liability and hazard insurance and taxes; management, accounting, and covenants enforcement. Dues are currently \$84/year.

In regard to land listings, Alaska MLS records show active listings for the twelve lots that remain in developer's name. Lots ranging from .46 acre to 2.93 acres are offered at prices ranging from \$40,000 to \$89,900. There were ten closed lot sales in the past year. Lots ranging from .46 acre to 2.33 acres reported sales closed between April and September at prices from \$45,000 to \$82,500. Half of the lot sales reported were in described comparable lot size range at .46 to .59 acre with price range of \$45,000 to \$55,000. Market activity and price ranges reflected general stability compared to past year.

Sale 1 Comments

Sale 1 and Sale 2 lots represent the most comparable lots, located in a competitive centrally located subdivision, which most closely bracket subject lot size in actual and usable area. The range of value indications from Sale 1 and Sale 2 is given the greatest weight in reconciliation.

Sale 2

Address: 7956 East Downstream Drive, Palmer (mailing address) / Central Wasilla-Palmer Area, Wasilla: West of Trunk Road

Legal Description; MSB Map Page: Lot 2, Block 1, Wasilla Creek Commons, Phase 2; WA09

Recorded Deed Type, Document Number, Date: Warranty Deed, Palmer, Document 2020-006849-0, recorded 4/7/2020

Grantor/Seller: Gravier LLC, Anchorage, AK; Seller is subdivision developer.

Grantee/Buyer: Northern Quality Homes LLC, Wasilla

Sale Price & Terms reported: \$55,000; with Construction Financing, no concessions reported

Price calculation per acre: \$107,843

Supplemental Addendum

File No. 204712La

| | | | | | |
|------------------|------------------|--------|---------------------------|----------|-------|
| Borrower | NA | | | | |
| Property Address | 2980 E Beech Way | | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State | AK |
| | | | | Zip Code | 99654 |
| Lender/Client | | | | | |

Sale Price/List Price Ratio: 100%

Days on the Market: 360*; Listed in February '19 at \$55,000; sale pended February '20.

*This property was previously offered in one immediately preceding listing from March '18 to January '19 at \$59,500.

Highest & Best Use: Single Family Residential

Lot Size: .51 acre [22,260 square feet per plat]

Topography: Gently rolling to generally level, slightly above street level.
Since time of sale, a single family residence under construction and actively listed for sale as of effective date is now pending sale.

Road Access: Paved, subdivision street, public maintenance

Utilities & Water: Typical electric and natural gas utilities available. Charge for water service is paid monthly to Badger Utilities LLC, a privately owned, publicly regulated, water service company. Water service fees are not included with the homeowner's dues paid to Wasilla Creek Commons Owners Association.

Sale Subdivision / Wasilla Creek Commons Owners Association

See Wasilla Creek Commons description and market activity information presented with Sale 1 comments.

Sale 2 Comments

Sale 1 and Sale 2 lots represent the most comparable lots, located in a competitive centrally located subdivision, which most closely bracket subject lot size in actual and usable area. The range of value indications from Sale 1 and Sale 2 is given the greatest weight in reconciliation. Sale 2 represents the value indication at upper end of range.

Sale 3

Address: 7470 South Territorial Drive, Wasilla

Legal Description: MSB Map Page: Lot 42, Block 24, Settler's Bay #2; OC03

Recorded Deed Type, Document Number, Date: Statutory Warranty Deed, Palmer, Document 2020-026032-0, recorded 10/14/20

Grantor/Seller: Dysinger Living Trust dated 2/4/2015, Linda S Dysinger, Trustee, Wasilla, AK; Seller acquired this lot in July 2013

Grantee/Buyer: Northland Homes LLC, Wasilla, AK

Sale Price & Terms reported: \$42,000; Cash, no concessions reported

Price calculation per acre: \$91,304

Sale Price/List Price Ratio: 100%

Days on the Market: 4; Listed in September '20 at \$42,000; pended sale same month.

Highest & Best Use: Single Family Residential

Lot Size: .46 acre [20,089 square feet per plat]

Topography: Gently rolling, frontage is level to slightly above street with gentle downslope to rear.
Forested, natural growth; trail into site, no development has taken place since recent sale.

Road Access: Paved, subdivision street, public maintenance

Utilities & Water: Typical electric and natural gas utilities available. Charge for water service is paid monthly to Mile 8 Utilities LLC, a privately owned, publicly regulated, water service company. Water service fees are not included with the homeowner's dues paid to Settler's Bay Homeowner's Association.

Sale Subdivision / Settler's Bay Owner's Association

Settler's Bay initial development began in the late 70s. Development of street and community water infrastructure was completed in the early 1980s and housing construction was steady through the mid-1980s. At that time, the housing market dropped off and new construction stopped for a period. New construction building resumed in the 1990s and since 2000 development has been steady overall. There is ongoing new construction in the subdivision, infilling single undeveloped lots located throughout and new phases have been added. Residences in the subdivision reflect a variety of quality, design, age, and condition, but are generally average or better quality single family residences or average lots between half to one acre, some with water service. Some superior lots in later phases are located along the southeastern bluffs and adjacent to a golf course. (Settler's Bay Golf Course is not part of subdivision or Settler's Bay Owner's Association.) The Settler's Bay area benefits from recent development of Settler's Bay Coastal Park (295 acres, conservation easement, not part of subdivision or Settler's Bay Owner's Association.) with developed parking, facilities, signage, and access to trails adjacent to the subdivision (gated, hours limited). Development of park improvements is continuing. Settler's Bay subdivision includes its own improved family park and common subdivision amenities. There are recorded covenants, conditions, and restrictions. Membership in Settler's Bay Owner's Association is mandatory for 795 property owners in Settlers Bay Subdivision #1 and #2. Association dues provide for maintenance, improvement, and operation of parks open space, and common property including reserves, liability and hazard insurance and taxes; management, accounting, and covenant enforcement. Dues are currently \$125/year.

In regard to land listings, Alaska MLS records show two active listings in #2 which appear similar to Sale 3, offered at \$39,900 and \$42,000.

Supplemental Addendum

File No. 204712La

| | | | | | |
|------------------|------------------|--------|---------------------------|-------|-------------------|
| Borrower | NA | | | | |
| Property Address | 2980 E Beech Way | | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State | AK Zip Code 99654 |
| Lender/Client | | | | | |

Three non-comparable .92 & .93 acre lots in #1 and #5, offered at \$47,500 and \$68,000 to \$98,599. There are currently three lot sales pending including one lot in #2 at .51 acre, list price \$34,000; pending contract price unknown. Listing reviewed shows a narrow lot with creek bisecting rear portion. Another pending sale lot is also in #2 and similar in size at .52 acre but is non-comparable, offering bluff view, list price \$95,000. The third pending sale lot is non-comparable at 1.22 acres in #5, list price \$100,000. There were four closed lot sales in the past year, Sale 3 lot and three non-comparable lots ranging .92 to 1.24 acres in #5. For the record, the non-comparable lot sale prices ranged from \$68,000 to \$100,000. Market activity and price ranges reflected general stability compared to past year.

Sale 3 Comments

This property pended sale with relatively short exposure. Sale 3 lot is the smallest lot detailed in analysis and offers the least comparability in regard to its location in a longer established and less centrally located subdivision. Sale 3 represents the value indication at lower end of range. Price and value indication are considered to be comparatively conservative.

Adjustments

The sale price of each detailed comparable sale is adjusted to equate sale lot area to subject's using sale price base. Insufficient data is available to provide clear support for paired sale adjustment calculation although overall comparisons of price per unit of measurement for land sales reflect a similar, typical stepping down of pricing per unit as measurements increase. Adjustments in analysis use rounded estimates on a graduated basis as observed in general market data, placing greater value on first portions with lesser value for additional portions. Factors affecting appeal that are unadjusted but considered in reconciliation include listing histories and known circumstances of sales.

Summary/ Reconciliation

Comparable sale properties bracket the subject in size and other points of comparison. Opinion of point value is bracketed by sale prices before and after adjustments. While an opinion of value point is required for report purposes, opinion of value is most realistically represented by a range. Value range indicated is \$47,000 to \$57,000. Opinion of point value required for reporting purposes is placed at \$51,000.

Weight is placed on sales as discussed in sale comments. Market information considered for final reconciliation along with the comparable sales detailed in analysis includes additional sales and market activity discussed.

Assumptions, Limiting Conditions & Scope of Work

File No.: 204712La

Property Address: 2980 E Beech Way City: Wasilla State: AK Zip Code: 99654

Client: City of Wasilla, Department of Public Works Address: 290 East Herning Avenue, Wasilla, AK 99654

Appraiser: Wendy Brooker Address: 3544 East Wanamingo Drive, Wasilla, AK 99654

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser has provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- Possession of this report or any copy thereof does not carry with it the right of use. Intended use is per MSB assignment instructions.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. The appraiser personally observed subject property from the street and with the aid of aerial photographs and maps.

Additional Comment, COVID-19 Limiting Condition

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization on 3/11/20, after the retrospective effective date of this report. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions. Conditions and Assumptions are stated throughout report where pertinent.

Definition of market value from the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP):

Market value means a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal.

Definition of market value from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

See additional definitions and appraiser's certification on next page.

Certifications & Definitions

File No.: 204712La

Property Address: 2980 E Beech Way City: Wasilla State: AK Zip Code: 99654

Client: City of Wasilla, Department of Public Works Address: 290 East Herning Avenue, Wasilla, AK 99654

Appraiser: Wendy Brooker Address: 3544 East Wanamingo Drive, Wasilla, AK 99654

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- I made a limited personal inspection of the property that is the subject of this report from the street on effective date and with the aid of aerial photographs and maps.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

Details of the appraisal investigation are contained in the appraisal file.
 The depth of discussion in this report is specific to the needs of the client.
 This is an Appraisal Report intended to comply with the provisions of Standards Rule 2-2 of USPAP.
 The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
 Wendy Brooker is a Practicing Affiliate of the Appraisal Institute and has completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute. Wendy Brooker is not a qualified soils engineer, site planner, or surveyor.
 Subject lot was observed during specified limited property visit on effective date and with the aid of aerial photographs and maps.

Definition of marketing time is an opinion of the time it might take to sell a property at the concluded market value during the period immediately after the appraisal effective date. Exposure time is the estimated time (retrospective) the subject would have been offered on the market prior to the hypothetical consummation of a sale at market value on the appraisal effective date. Exposure time estimate for this assignment is 30 to 90 days; same as marketing time opinion. The opinion and estimate are based on range indicated by comparable sales and general market study. Winter market is typically less active.

Definition of Hypothetical Condition: That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about the physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in analysis.

Definition of Extraordinary Assumption: An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in analysis.

Extraordinary Assumption: An extraordinary assumption is made that subject and sale sites would be found by a site planning professional to be adequate for the purpose of developing a conforming single family residence.

Client Contact: Archie Giddings Client Name: City of Wasilla, Department of Public Works
 E-Mail: AGiddings@ci.wasilla.ak.us Address: 290 East Herning Avenue, Wasilla, AK 99654

APPRAISER



Appraiser Name: Wendy Brooker
 Company: Appraisal Company of Mat-Su, LLC
 Phone: (907) 373-3977 Fax: _____
 E-Mail: wbrooker@mtaonline.net
 Date Report Signed: 11/14/2020
 License or Certification #: 711 State: AK
 Designation: Certified Residential Real Estate Appraiser
 Expiration Date of License or Certification: 06/30/2021
 Inspection of Subject: Did Inspect Did Not Inspect (Desktop)
 Date of Inspection: 10/9/2020

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: _____
 Company: _____
 Phone: _____ Fax: _____
 E-Mail: _____
 Date Report Signed: _____
 License or Certification #: _____ State: _____
 Designation: _____
 Expiration Date of License or Certification: _____
 Inspection of Subject: Did Inspect Did Not Inspect
 Date of Inspection: _____

SIGNATURES



Location Map

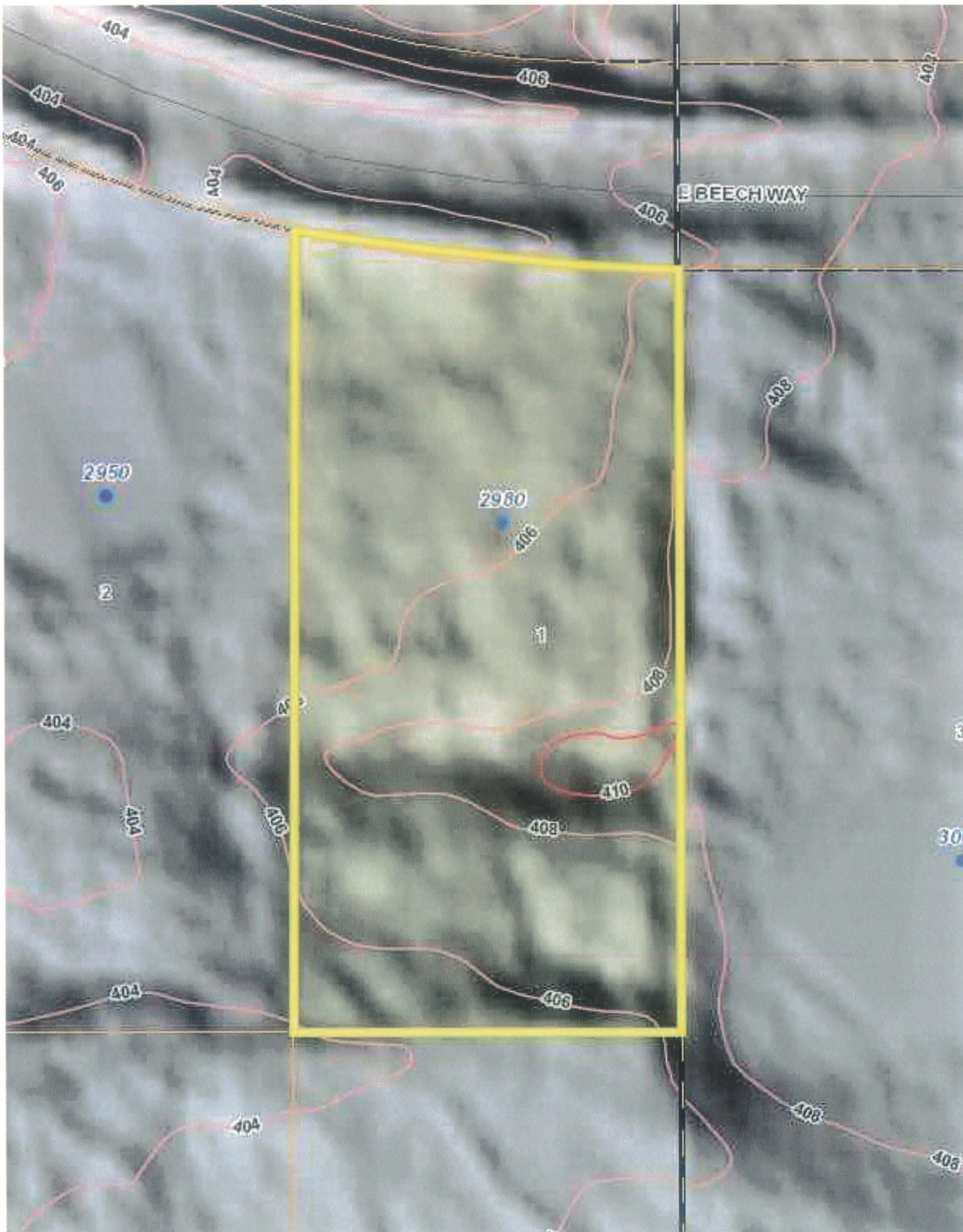
| | | | | | |
|------------------|------------------|--------|---------------------------|----------|-------|
| Borrower | NA | | | | |
| Property Address | 2980 E Beech Way | | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State | AK |
| Lender/Client | | | | Zip Code | 99654 |



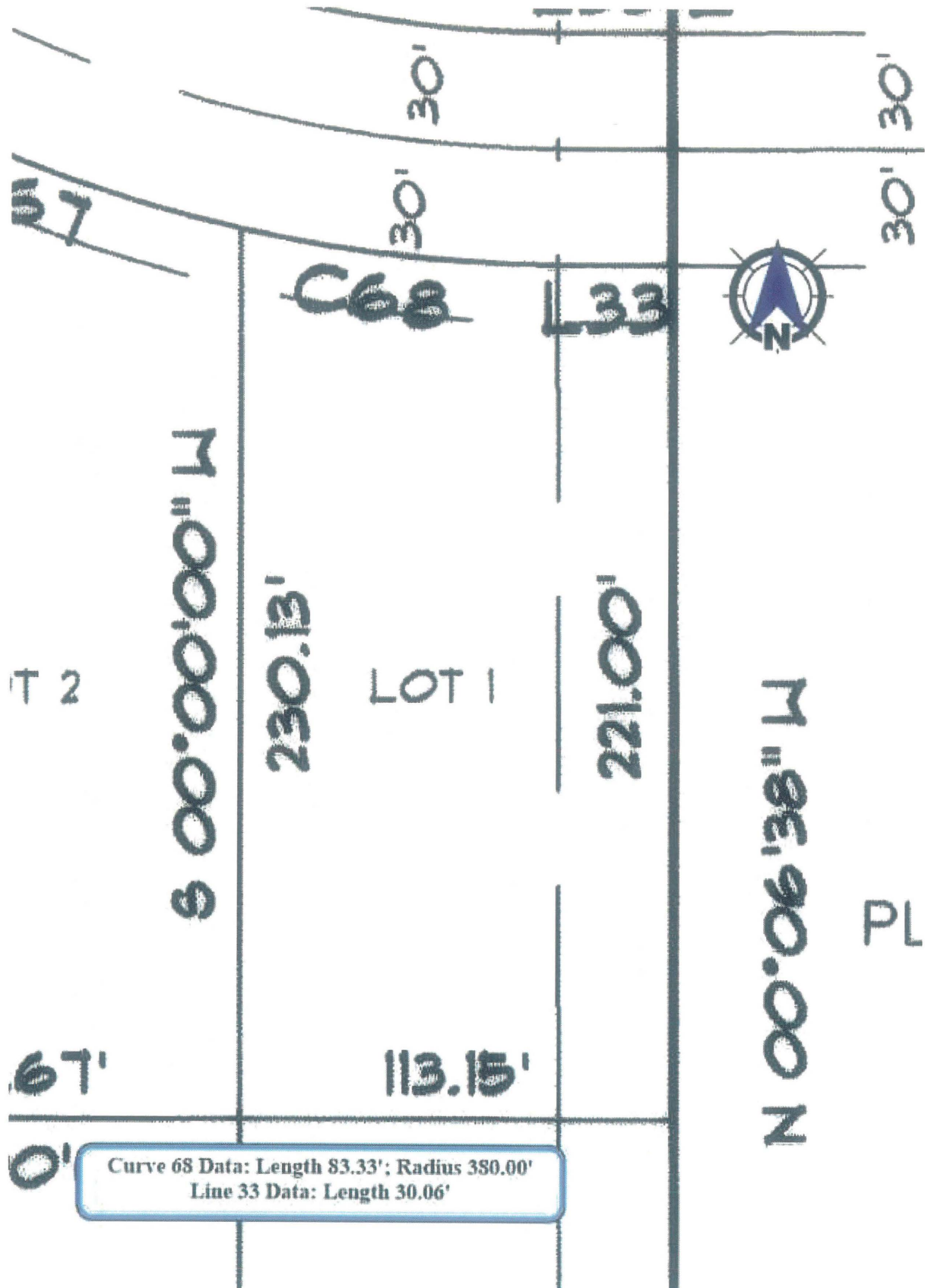
MSB Aerial Photo - Lot Line Overlay not exact



MSB Hillshade View w/Contour and Lot Line Overlay



Plat Map Detail



Curve 68 Data: Length 83.33'; Radius 380.00'
 Line 33 Data: Length 30.06'

Photograph Addendum

| | | | | | | | |
|------------------|------------------|--------|---------------------------|-------|----|----------|-------|
| Borrower | NA | | | | | | |
| Property Address | 2980 E Beech Way | | | | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State | AK | Zip Code | 99654 |
| Lender/Client | | | | | | | |



Comments:
Subject at Street, Photo 10/9/20



Comments:
Subject at Street, Photo 10/9/20



Comments:
Beech Way, Subject at Right Center, Photo 10/9/20



Comments:
Beech Way, Subject at Left Center, Photo 10/9/20

Comparable Land Photo Page

| | | | | | |
|------------------|------------------|--------|---------------------------|-------|----|
| Borrower | NA | | | | |
| Property Address | 2980 E Beech Way | | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State | AK |
| Lender/Client | Zip Code 99654 | | | | |



Comparable 1

836 N Back Eddy Cir
 Prox. to Subj. 3.91 miles E
 Sales Price 48,500
 Date of Sale pdg 12/19; cl 5/20
 Site Area 0.59
 Location Was Crk Com; WA9
 Access / Maintenance paved / public
 Topography/Lot Utility gent.roll / avg
 Elec & NatGas Utilities Typ uts available
 Well & Septic Comm Water



Comparable 2

7956 E Downstream Dr
 Prox. to Subj. 4.14 miles E
 Sales Price 55,000
 Date of Sale pdg 2/20; cl 4/20
 Site Area 0.51
 Location Was Crk Com; WA9
 Access / Maintenance paved / public
 Topography/Lot Utility gent.roll-gen.lvl / avg
 Elec & NatGas Utilities Typ uts available
 Well & Septic Comm Water

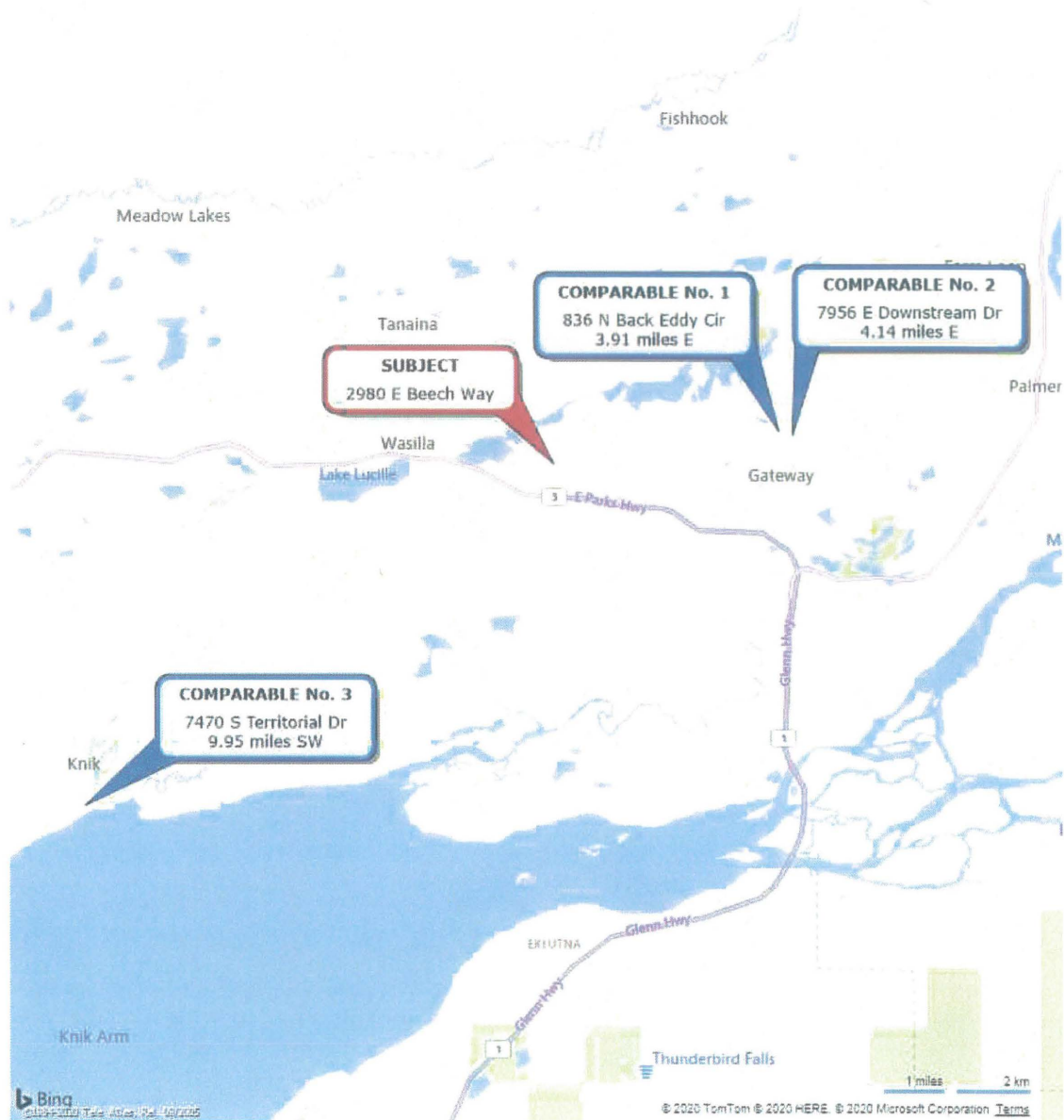
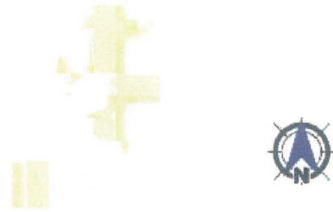


Comparable 3

7470 S Territorial Dr
 Prox. to Subj. 9.95 miles SW
 Sales Price 42,000
 Date of Sale pdg 9/20; cl 10/20
 Site Area 0.46
 Location Settlers Bay; OC03
 Access / Maintenance paved / public
 Topography/Lot Utility gent.roll, nat / avg
 Elec & NatGas Utilities Typ uts available
 Well & Septic Comm Water

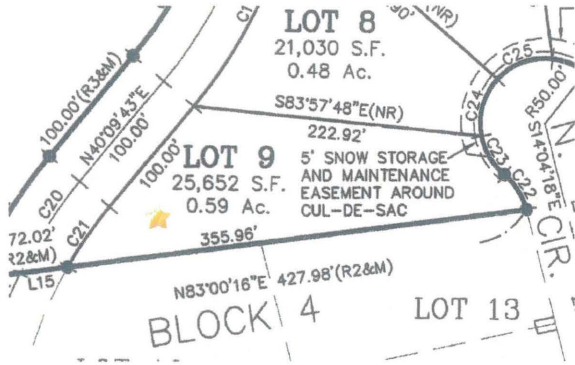
Comparable Sales Map

| | | | | | |
|------------------|------------------|--------|---------------------------|-------|-------------------|
| Borrower | NA | | | | |
| Property Address | 2980 E Beech Way | | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State | AK Zip Code 99654 |
| Lender/Client | | | | | |



Sale 1 Map & Photograph Addendum

| | | | | | |
|------------------|------------------|--------|---------------------------|-------|----|
| Borrower | NA | | | | |
| Property Address | 2980 E Beech Way | | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State | AK |
| Zip Code | 99654 | | | | |
| Lender/Client | | | | | |



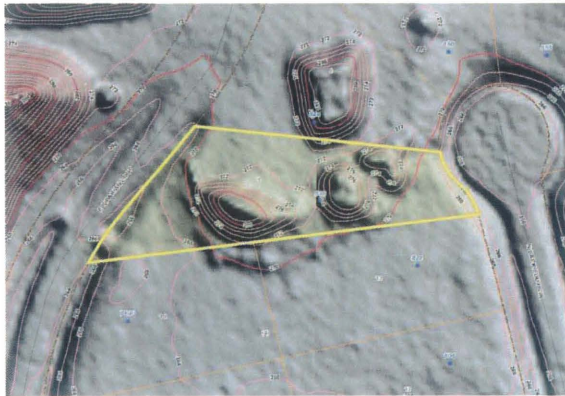
Plat Map Detail

Comments:
 Plat #2012-63, Palmer Recording District
 Curve Data: Length & Radius
 C21) 56.71'; 320.00'
 C22) 32.17'; 50.00'
 C23) 34.88'; 50.00'



MSB Aerial (2019 Imagery)

Comments:
 2019 Imagery
 Lot line overlay not exact.



MSB Hillshade View (2011 Imagery)

Comments:
 Contour and Lot Line Overlay
 Sale lot in 2011 was part of gravel operation based on Google Earth photo.
 Lot assumed more level w/some natural growth at time of sale to local builder in 2020.

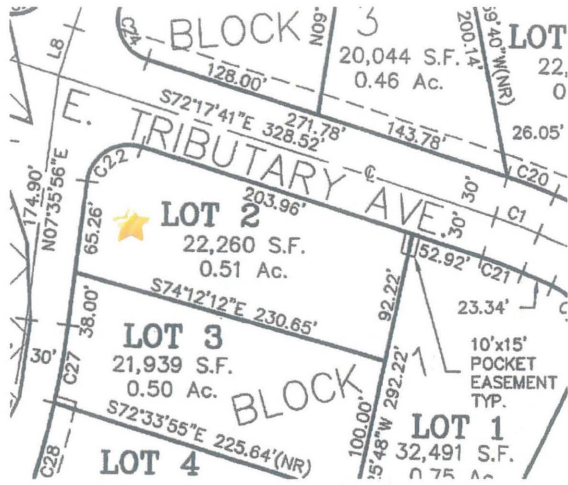


MSB Wetlands Viewer

Comments:
 Wetlands Map
 No wetland is identified on Sale 1 lot.

Sale 2 Map & Photograph Addendum

| | | | | |
|------------------|------------------|--------|---------------------------|-------------------------|
| Borrower | NA | | | |
| Property Address | 2980 E Beech Way | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State AK Zip Code 99654 |
| Lender/Client | | | | |

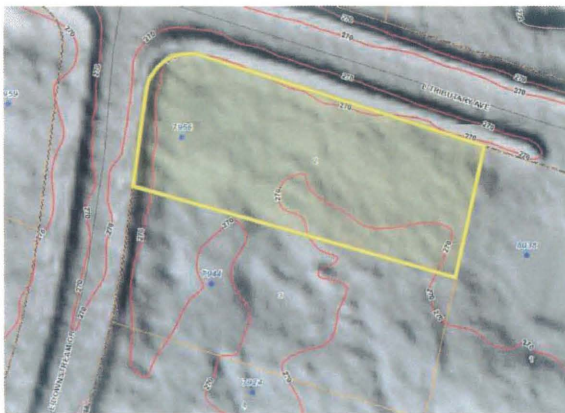


Comments:
 Plat #2008-69, Palmer Recording District
 Curve (22) Data: Length 52.42'; Radius 30.00'



MSB Aerial (2019 Imagery)

Comments:
 2019 Imagery
 Lot line overlay not exact



MSB Hillshade View (2011 Imagery)

Comments:
 Contour and Lot Line Overlay



MSB Wetlands Viewer

Comments:
 Wetland Map
 Sale lot identified as being in discharge slope type of area.
 Per plat map, the lot is not identified in a flood hazard area.

Sale 3 Map & Photograph Addendum

| | | | | | |
|------------------|------------------|--------|---------------------------|-------|-------------------|
| Borrower | NA | | | | |
| Property Address | 2980 E Beech Way | | | | |
| City | Wasilla | County | Matanuska Susitna Borough | State | AK Zip Code 99654 |
| Lender/Client | | | | | |



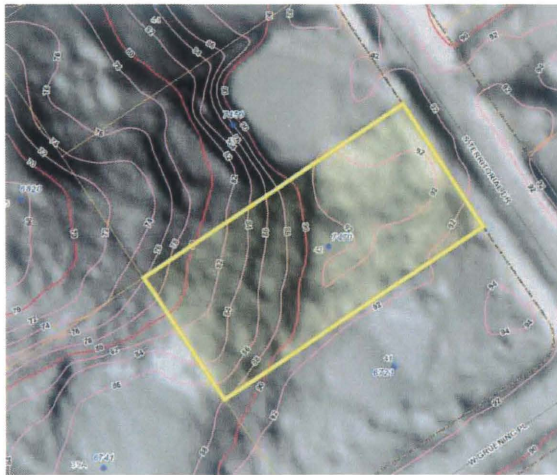
Plat Map Detail

Comments:
Plat #77-17, Palmer Recording District



MSB Aerial (2019 Imagery)

Comments:
2019 Imagery
Lot line overlay is not exact.



MSB Hillshade View (2011 Imagery)

Comments:
Contour and Lot Line Overlay



MSB Wetlands Viewer

Comments:
No wetland is identified on Sale 3 lot.

Appraiser Information

Wendy Brooker

3544 East Wanamingo Drive, Wasilla, Alaska 99654
 Phone: 907-373-3977
 e-mail: wbrooker@mtaonline.net

PROFESSIONAL AFFILIATION

Appraisal Company of Mat-Su, LLC
www.appraisalcompanyofmatsu.com

EXPERIENCE **Appraiser, Appraisal Company of Mat-Su, LLC**

Residential Real Estate Appraiser, Certified since January 2008

Related & prior experience: Fifteen years in banking, mortgage loan underwriting, appraisal review, loan approval authority; residential and commercial (multifamily, office & retail); Past President, Executive Board Member, Education Chairman, Orange County Association of Professional Mortgage Women; Federal Savings & Loan Insurance Corporation's North America Savings receivership staff [Working in the Municipality of Anchorage and the Matanuska-Susitna Borough on the receivership's Alaskan Real Estate Owned portfolio brought me to Alaska].

Alaskan resident since 1988, Matanuska-Susitna Valley resident since 1990

Matanuska-Susitna Borough Board of Equalization Member 2014-2016

CERTIFICATION **State of Alaska Certified Residential Real Estate Appraiser, APRR711** (exp. 6/30/2021)

FHA Approved Appraiser, # AK711

VA Approved Appraiser, # 5002461

Approved Appraiser - United States Department of Agriculture; Alaska Department of Natural Resources, Division of Mining, Land, and Water; Matanuska-Susitna Borough Capital Projects Department, Pre-design & Engineering Division; Department of Public Works, Land and Resource Development Division; various lending institutions and appraisal management companies

Wendy Brooker is a Practicing Affiliate of the Appraisal Institute and has completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute;

Wendy Brooker is also acknowledged to have completed the professional development examinations qualifying her name to appear on the Appraisal Institute Valuation of Sustainable [Green] Buildings: Residential Registry.

APPRAISAL EDUCATION:

Appraisal Institute courses in Chicago, IL and Anchorage, AK; Appraisal Institute computer-based courses;

Alaska Craftsman Home Programs, Wasilla, AK; Federal Housing Administration courses, Anchorage, AK and web seminars McKissock computer-based courses; William King & Associates courses, Anchorage, AK

Continuing education is current

Business related workshops and seminars attended regularly

General Education / Major areas of study: Business, Real Estate, and English: Luther College, Decorah, Iowa; Glendale College, Glendale, California; Golden West College, Coastline College, Orange County, California

APPRAISAL SERVICES:

Single Family Residential; Small Income Properties; Vacant Land – Residential/Recreational

Supplemented Alamo "Wintotal" forms software used for most appraisal reporting; Nikon digital photography

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT FOR SALE OF REAL PROPERTY (“Agreement”), effective this 20 day of November, 2020, by and between Burkhardsmeyer Living Trust, Dated February 29, 2012, Ronald J & Bonnie J Burkhardsmeyer, Trustees (hereinafter referred to as “Seller”) whose address is 2955 E Tamarak Ave, Wasilla, Alaska 99654, and the CITY OF WASILLA (hereinafter referred to as “Buyer”) whose address is 290 E. Herning Ave, Wasilla, Alaska 99654.

1. Purchase and Sale. The Buyer agrees to buy, and the Seller agrees to sell to the Buyer, all of Seller’s interest in the real property more particularly described as follows (hereinafter referred to as “Subject Property”):

Lot 1, Block 2, Utopia Meadows, according to Plat No. 2005-56, located in the Palmer Recording District, Third Judicial District, State of Alaska.

2. Purchase Price. The purchase price to be paid by the Buyer to the Seller for all of its interest in the Subject Property shall be the sum of Fifty-One Thousand and No/100 Dollars (\$51,000.00).

3. Terms of Payment. The purchase price shall be paid by the Buyer at closing.

4. Prorations. 2021 Taxes, assessments and any association fees, if applicable, shall be paid by the Buyer.

5. Inspection of Documents and Premises and Assumption of Obligation. The Buyer and/or Buyer's agents have inspected the property and understand that the property is being purchased AS-IS.

6. Environmental Issues. The Buyer has had an opportunity to undertake a review of the subject property as well as had the opportunity to make environmental inspection of the property. The parties acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Subject Property, concerning the impact on the environmental construction, land use, the maintenance and operation of structures and the conduct of business. Buyer will not cause, or permit to be caused, any future act or practice, by negligence, omission, or otherwise, that would adversely affect the environment thereby subjecting the property to “Hazards and Contamination,” or do anything or permit anything to be done that would violate any of said laws, regulations, or guidelines. Buyer hereby releases and waives any future claims against Seller for indemnity or contribution in the event Buyer becomes liable for cleanup or other costs under any such laws that were the sole result of Buyer’s own actions. Seller sells the subject property to Buyer “as is” and Buyer assumes any and all claims, losses, liabilities, damages, penalties, and expenses (including attorney fees and costs) which Buyer may directly or indirectly sustain or suffer resulting from as a consequence of any use, generation, manufacturer, storage, disposal, release or threatened release occurring during Seller’s ownership or interest in the subject property, whether or not the same was or should have been known to Buyer.

(a) For the purposes of this Agreement "Hazards and Contaminations" shall be defined as follows: The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Agreement shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et. seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"), or other applicable state or federal laws, rules or regulations adopted pursuant to the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the obligation under this Agreement.

7. Transfer.

(a) Each party shall execute any further instruments that may be necessary to consummate the transaction and effectively convey and assign the Subject Property from the Seller to the Buyer.

(b) The Seller will execute a Warranty Deed transferring title to all of Seller's interest in the Subject Property free of all liens and encumbrances.

(c) If for any reason the Seller is unable to convey and assign all or any part of the subject property in accordance with the terms hereof, the Buyer may purchase such right, title, and interest as the Seller can convey and assign, with abatement of the purchase price. Nothing contained in this subparagraph however, shall relieve the Seller of any of its obligations under this Agreement.

(d) The Buyer shall pay all closing and recording costs, and charges which are normally incurred under existing escrow practices in Alaska.

(e) The closing date of the escrow shall be as soon as possible after the January 11, 2021 City Council meeting.

(f) No real estate broker's commission shall be paid by Buyer to any broker. Seller also agrees to hold Buyer harmless from all liability, loss, cost, damage and expense, including attorneys' fees and costs of litigation, either shall ever suffer or incur because of any claim by any other agent or broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement for the sale and purchase of the subject property contemplated hereby and resulting from the acts of the indemnifying party.

8. Reservations. As long as sellers own the adjacent property Lot 24, Block 2, Utopia Meadows Subdivision, 2955 E Tamarak Ave, they shall have the right to enter onto said property; as well as the use of the south 100 feet of said property for the disposal of lawn and tree clippings, and the disposal of greenhouse and garden plants.

9. Possession. Possession of the subject property shall be delivered to the Buyer upon conveyance of title and the close of this transaction.

10. Passage of Title. The parties intend that title to the subject property shall pass from the Seller to the Buyer at the closing of this transaction

11. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) All necessary action has been taken, and approvals obtained for Seller to enter into this Agreement; and

(b) Leases on the Subject Property. During the term of this Agreement, Seller shall not enter into nor extend any lease agreement unless Buyer provides prior written consent to the same.

12. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) All necessary action has been or will be taken by closing date to enter into this Agreement and to purchase the Subject Property as herein provided by the closing date.

13. Assignment. Unless agreed to in writing by the Seller, this Agreement shall not be assignable by either party with the express written consent of the non-assigning party, which shall not be unreasonably withheld.

14. General Provisions.

(a) Time of Performance. Time is of the essence of this Agreement. It is the express intention of all of the parties to this Agreement that no extensions or grace periods beyond the deadlines set forth in this Agreement shall be provided, because all intended extensions and grace periods have been taken into consideration in establishing such deadlines. Each party shall use the utmost good faith and due diligence in the performance of their respective obligations herein.

(b) Parties Bound and Benefited. The covenants, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, representatives, assigns, successors and successors in interest of the respective parties hereto. No other third parties are intended to be benefited by this Agreement.

(c) Amendment and Novation. No amendment or novation to or of this Agreement shall be effective unless it is completely and unambiguously contained in a writing executed by all of the parties to this Agreement.

(d) Marginal Titles and Headings. The marginal titles, subtitles, headings and subheadings of the paragraphs, subparagraphs, sections and subsections herein are intended for reference and for the sake of convenience only and shall not be construed to narrow or broaden the scope of or affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

(e) Entire Agreement. This written Agreement is fully integrated, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior and contemporaneous agreements, contracts, representations, promises, acknowledgments, warranties and covenants, oral or written, by and between the parties with respect to such subject matter which are not included herein.

(f) Applicable Law. This Agreement and the respective rights and obligations of the parties hereunder shall be construed and interpreted as a contract under the laws of the State of Alaska.

(g) Exclusive Jurisdiction/Venue. In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Agreement, the jurisdiction and venue therefore shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Palmer, Alaska.

(h) Waivers. The failure by any party to exercise any right or remedy or to object to a default under or breach of this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the future.

(i) Interpretation. The language in all parts of this Agreement shall be construed (a) according to its fair meaning and common usage and (b) not strictly for or against any party to this Agreement.

(j) Counterparts. This Agreement may be executed in counterparts, so long as each of the parties to this Agreement executes at least one counterpart; and all such executed counterparts shall collectively constitute one and the same original document.

(k) Independent Counsel. Each party to this Agreement acknowledges that it has enjoyed or had the opportunity to obtain the advice and representation of competent independent legal, business, tax and financial counsel in negotiating, entering into and executing this Agreement. The fact that this Agreement may have been drafted in whole or in part by one such party's counsel shall not cause any part of this Agreement to be construed against such party.

(l) Severability. In the event that any term or condition of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions shall nevertheless be valid and enforceable as if such void or unenforceable term or condition had been omitted from the Agreement when it was formed; provided, however, that if any such void or unenforceable term or condition goes to the essence of this Agreement, this Agreement shall be rescinded and the parties shall, to the extent possible, be returned to the status quo ante.

(m) Notices. Each notice required under this Agreement or by law shall: (a) be in writing; (b) contain a clear and concise statement setting forth the subject and substance thereof and the reasons therefore; and (c) be personally delivered, facsimile transmitted ("FAX"), or duly mailed by certified mail, return receipt requested, to each

party to this Agreement at the address they designate set or to such other address or number as that party may have most recently given notice of to all of the other parties. All such notices shall be effective (a) when actually received by the recipient or an authorized representative or agent of the recipient or (b) three (3) business days after they are sent (not including the date of transmittal), whichever occurs earlier.

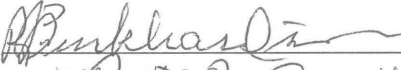
(n) Survival. All of the representations and warranties of the parties shall survive the termination of this Agreement for any reason and any Closing contemplated by this Agreement.


(o) Attorney's Fees and Legal Costs. All of the attorney fees and legal costs incurred by the respective parties in negotiating and forming into this Agreement shall be borne by the respective parties. Reasonable costs and attorney's fees incurred by any party to this Agreement to enforce any obligations of any other party under this Agreement or any instruments executed in connection herewith shall be paid to the prevailing party by the other party and shall bear interest at the legal rate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written in Alaska.

SELLER:

Burkhardsmeier Living Trust
Dated February 29, 2012
Ronald J & Bonnie J Burkhardtsmeier, Trustees

By 
Trustee, 11-20-2020

By 
Trustee, 11-20-2020

BUYER:

City of Wasilla

By 
Mayor, 11-30-2020

E Beech Way viewing East

5/6/2020



← Subject Property

