

Lloyd Schade
Resolution 2004-077
Aug 3, 2004
Assembly Meeting

Classification tax parcel 172-360-01

Classify as agriculture -- Advisory classified the whole 463 as rural not the 160. This parcel supports the whole area with water supply.

Borough false advertising --real estate laws. (see Borough computer info.)

Forest area has over 90% beetle kill not just some. Forest land is wetland.

Snotmad's trail is by agreement with Schades for parking lot on annual basis.

Big access problem---The north easement crosses Eastland canyon and wetland.

West easement crosses wetland into more wetland.

Electricity and phones has poor access and are a half mile away from the border.

Water and Sewer-- This 160 acres of wetland supply water for the Eastland Creek

Area. The down trees are polluting the area's streams and need to be

Cleaned up. To add sewer systems will be disastrous.

We have tried to get the borough to clean up the dead forest for 5 years. Even at no Expense to the borough and were ignored or refused.

We have submitted 178 letters of support from people to put the 463 (united tract) into Agriculture classification and sell it to our farm organization. I requested a copy Of the united file and these seem to be missing.

The borough administration separated the 160 acres from the 463 and put it up for sale.

Probably because of our Eastland subdivision on the East side. The Eastland Subdivision was started in 1985 before the current wetland regulations. The

Airport was constructed by ditching and draining the wetland on this property.

This cannot be done today. When the trees are cleared of dead timber the land

Is still wetland and a high water table.

The borough administration photos are deceptive as most of the land in the photos

Are Schade cleared land with the borough land in the background.

PLEASE

1 CLASSIFY THE LAND AS AGRICULTURE

2 NOTE THE 160 ACRES HAS OVER 90 % WETLAND

3 REQUIRE THE LAND PURCHASER TO CLEAN UP THE DEAD FOREST AND PROTECT THE NEIGHBORHOOD WATER SUPPLY

4 KEEP THE MINIMUM BID PRICE AT \$128,000

State of Alaska
Residential Real Property Transfer Disclosure Statement

Prepared in compliance with AS 34.70.

I. General Information

AS 34.70.010 requires that before the Transferee (Buyer) of an interest in residential real property makes a written offer, the Transferor (Seller) must deliver a completed written disclosure form.

This statement is a disclosure in compliance with AS 34.70.010. It concerns the residential real property* located in the _____ Recording District, _____ Judicial District, State Of Alaska.

Property address _____
Legal description _____

* "Residential real property" means real property whose primary purpose is to provide a single-family dwelling or two single-family dwellings, including units in condominiums and common interest ownership communities.

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Notice to Buyer: 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 that is the subject of the Transferee's (Buyer's) potential real estate transaction. This information is available at the following locations: Alaska State Trooper Posts, Municipal Police Departments, and on the State of Alaska Information Center Internet site at: www.state.ak.us under Hot Topics for the "Registry of Sex Offenders".

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II. Transferor (Seller) Information

Instructions: AS 34.70.040(b) provides that if an item that must be completed in the disclosure statement is unknown or is unavailable to the Transferor (Seller), and if the Transferor (Seller) or Transferor's (Seller's) agent has made a reasonable effort to ascertain the information, the Transferor (Seller) may make an approximation based on the best information available. It must be reasonable, clearly labeled as an approximation, and not used to avoid the disclosure requirements of AS 34.70.010 - AS 34.70.200.

All disclosures made in this statement are required to be made in good faith (AS 34.70.060). The Transferor (Seller) is required to disclose defects or other conditions in the residential real property or real property interest of which the Transferor (Seller) has been notified or has personal knowledge as of the date this disclosure statement is signed. The disclosure need not include a search of the public records. The disclosure does not require the purchase of professional services to inspect the property.

If information in a disclosure statement becomes inaccurate as a result of an act or agreement after the disclosure statement is delivered to the Transferee (Buyer), the Transferor (Seller) is required to deliver an amendment for the disclosure statement to the Transferee (Buyer). An addendum form for that purpose is attached to this disclosure statement.

Failure to Comply: A Person who negligently fails to comply with AS 34.70.010 - AS 34.70.200 is liable to the Transferee (Buyer) for actual damages suffered by the Transferee (Buyer). If failure to comply is willful, a person is liable to the Transferee (Buyer) for up to treble damages. A court may also award the Transferee (Buyer) costs and attorney fees in addition to the damages to the extent allowed by the rules of court.

Transferor (Seller) authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated transfer of the property or interest in the property.

Are you (Transferor(Seller) occupying the property? Yes No

08-4229
(9/98)

Buyer

Seller

State of Alaska Residential Real Property Transfer Disclosure Statement

Regarding Property described as _____

C. To the best of your (Transferor (Seller)'s) knowledge, are you aware of any of the following conditions with respect to the subject property?

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Substances, materials, or products that may be an environmental hazard such as asbestos, formaldehyde, radon gas, lead based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Features of the property shared in common with adjoining property owners, such as walls, fences, and driveways, whose use or responsibility for maintenance may affect the property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Encroachments, easements, or similar matters (such as life estate, right of first refusal, or existing lease) that may affect your interest in the property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. a. Room additions, structural modification, or other alterations or repairs made with necessary permits? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Do improvements on property comply with current building codes? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Zoning violations, non-conforming uses, or violations of setback requirements? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Landfill (compacted or otherwise) on the property or any portion of the property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Settling from any cause, or slippage, sliding, or other soil problems? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Flooding, drainage, or grading problems? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Damage to the property or any of the structures from flood, landslide, avalanche, high winds, fire, earthquake or other natural causes? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Recurring noise or other nuisance factor that has disturbed you as an occupant of the property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Deed restrictions or restrictive subdivision covenants? | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Homeowner's association that has authority over the property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Notices of abatement or citations against the property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Lawsuits against the Transferor (Seller) threatening to affect or affecting title to the property? | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is yes, explain; attach additional sheets if necessary:

D. I/We (Transferor (Seller)(s)) certify that I/We have completed this statement according to the instructions, and the statements are made in good faith and are true and correct to the best of my/our knowledge as of the date signed.

Transferor (Seller) _____ Date _____

Transferor (Seller) _____ Date _____