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2007-017966-0

Recording Dist: 311 - Palmer  
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WF07-10C

**AGREEMENT**

THIS AGREEMENT entered into and effective as of the date of the last signature below, is between David and Misty Pfeifer, whose mailing address is P.O. Box 870202, Wasilla, Alaska 99687, Bog to Dow Subdivision Tract 3 owner (collectively "Pfeifer"), and Brentwood Estates Owner's Association, whose mailing address is P.O. Box 876802, Wasilla, Alaska, 99687 ("BOA").

**Recitals:**

Whereas: Brentwood Estates Owner's Association ("BOA") purchased Tract B Country Field Estates by warranty deed on December 30, 1992, as recorded in Book 702, Page 728, in the Palmer Recording District, Third Judicial District, State of Alaska ("Tract B");

Whereas: Bog to Dow ("BTD") Subdivision has a recorded easement on Tract B, which provides access across Tract B to W. Windridge Avenue, as recorded March 12, 1984, in Book 348, Page 723, in the Palmer Recording District ("BTD Easement");

Whereas: BOA currently maintains a gate across Tract B to prevent public access;

Whereas: As owner of Tract B, BOA is concerned with potential liability that may be created by the removal of the gate to Tract B and use by the public;

Whereas: BOA desires to convey that portion of Tract B which is covered by the BTD Easement to the Mat-Su Borough as a dedicated public Right-of-Way;

Whereas: BOA desires to continue to provide access to Pfeifer as specified in the BTD Easement;

Whereas: Both BOA and Pfeifer desire to cooperatively resolve any BTD Easement and access issues, including maintenance and liability insurance;

Now therefore, in consideration of the mutual conditions, covenants, rights and obligations herein, and incorporating the recitals set forth above, BOA and Pfeifer agree to:

1. Interim Winter Maintenance Costs: At this time, or until such time as Tract B may be dedicated to the Matanuska Susitna Borough, BOA does not maintain Tract B for access in the winter months. In the event Pfeifer wishes to provide winter maintenance of the BTD Easement to ensure winter access, Pfeifer may do so at his own cost.
2. Interim Summer Maintenance Costs: BOA currently provides summer maintenance on Tract B for its owners' use. It is recognized and agreed that use by Pfeifer will increase the summer maintenance costs. Pfeifer, in utilizing Tract

*Return To #*

B prior to dedication to the Matanuska Susitna Borough, agrees to participate in a pro rata portion of the maintenance costs of Tract B.

3. **Right-of-Way Dedication:** BOA desires to dedicate that portion of Tract B, which contains the BTB Easement, to the Matanuska Susitna Borough as a public right-of-way. BOA realizes that in order to meet the acceptance criteria for the Matanuska Susitna Borough, it may be required to make additional dedications, including a cul-de-sac. Pfeifer agrees to cooperate with BOA in its effort to dedicate the Right-of-Way; however, Pfeifer's rights are not contingent upon Tract B being accepted for dedication.
4. **Insurance Coverage:** Pfeifer, as owner of Tract 3, will provide and maintain liability insurance coverage of Tract B as an additional property under Pfeifer's existing homeowner's policy for his use of Tract B in an amount no less than \$1,000,000 in coverage.
5. **Bog to Dow Home Owner's Association:** Pfeifer will make a good faith effort to organize a BTB Home Owner's Association that is recognized by the State of Alaska. In the event that a BTB Home Owner's Association is created, this Agreement may be assigned to the Home Owner's Association, including all rights and obligations therein, and the individuals signing this Agreement shall be released from their obligations hereunder. In the event that no Home Owner's Association is created, Pfeifer and such other BTB owners who might execute an Agreement of like form and substance shall enjoy the rights and fulfill the obligations hereunder individually.
6. **Security Gate:** BOA currently controls and maintains the security gate on the corner of Luke Street and North Iroquois Drive. BOA will provide to Pfeifer continued access through the gate, until such time as BOA relocates the gate to the flag portion of Tract B for use and security. BOA and Pfeifer shall meet by August 1, 2007, at which point, a mutual agreement shall be made regarding the decommissioning date of the gate at its present location and relocation to that shown on Attachment A.
7. **Assignment and Successors:** The rights and obligations herein shall run with Tract 3 of Bog to Dow Subdivision and the owners of Brentwood Estates Subdivision by and through BOA and inure to the benefit of any subsequent owners and successors in interest.
8. **Non-exclusion:** In the event that other BTB owners may wish to participate in this Agreement in the future, an Agreement of like form and substance will be executed by the BTB owners and BOA.
9. **Recording:** This Agreement shall be recorded as a final determination of the easement issues of Tract B as, between Pfeifer and BOA, except as provided in this Agreement.



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10. Contact: For the purposes of this Agreement, the contact information for the parties follows:

11. Board Resolution: A copy of the BOA Board Resolution authorizing this Agreement shall be attached hereto as Exhibit "B".

12. Adverse Possession. By executing this Agreement BOA hereby waives its rights to assert the legal theory of Adverse Possession as against Tract 3, Bog to Dow Subdivision and Pfeifer. All other rights and remedies of the parties are reserved.

DATED as of the last date of signature below.

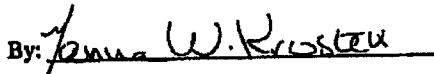
  
\_\_\_\_\_  
David Pfeifer

6/28/07  
Date

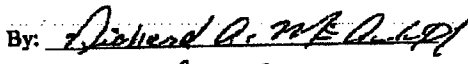
  
\_\_\_\_\_  
Misty Pfeifer

6-28-07  
Date

BRENTWOOD ESTATES OWNER'S ASSOCIATION:

By:   
\_\_\_\_\_  
Its: President

6-28-07  
Date

By:   
\_\_\_\_\_  
Its: Vice President

6-28-07  
Date



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**ACKNOWLEDGEMENTS**

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this 28 day of June, 2007,  
before me, the undersigned Notary Public in and for the State of Alaska, personally  
appeared Janne Kroskell, as President Representative of THE BRENTWOOD  
ESTATES OWNER'S ASSOCIATION, who executed the foregoing instrument on  
behalf of the Association.

Jenny Nugent  
Notary Public in and for Alaska  
My Commission Expires: 10-5-07

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )



THIS IS TO CERTIFY that on this 28 day of June, 2007,  
before me, the undersigned Notary Public in and for the State of Alaska, personally  
appeared Richard McHuliff, as Vice President Representative of THE BRENTWOOD  
ESTATES OWNER'S ASSOCIATION, who executed the foregoing instrument on  
behalf of the Association.

Jenny Nugent  
Notary Public in and for Alaska  
My Commission Expires: 10-5-07



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STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 28 day of June, 2007,  
before me, the undersigned Notary Public in and for the State of Alaska, personally  
appeared MISTY AND DAVID PFEIFER, who executed the foregoing instrument.

Lenny Iluget  
Notary Public in and for Alaska  
My Commission Expires: 10-5-07

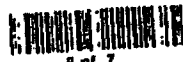


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ATTACHMENT A



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Exhibit B

BRENTWOOD ESTATES HOMEOWNERS ASSOCIATION  
PO BOX 876802  
WASILLA, ALASKA 99687

RESOLUTION 2007

SUBJECT: TRACT B SHARED ACCESS WITH DAVE PFEIFFER

Whereas, a joint use agreement has been established between Brentwood Estates Homeowners Association and Dave Pfeiffer for the shared use of a portion of Tract B, further described as the "Flag Pole" portion of this tract. The board established this joint use agreement with Dave Pfeiffer for the purpose of allowing easy access to the Pfeiffer property located within the Bog to Dow subdivision. This agreement is solely between Brentwood Estates Homeowners Association and Mr Dave Pfeiffer and is not to be misconstrued as access for other Bog to Dow home or property owners who have not entered into similar agreements and shared liability with Brentwood Estates Homeowner Association.

Attached is a signed and notarized copy of the agreement dated June 28, 2007

CERTIFICATION

I, Ella M Braun do hereby certify that I am the Secretary of Brentwood Estates Homeowners Association; that the foregoing is a complete and correct copy of the resolution adopted at the Executive Board quarterly meeting the 10<sup>th</sup> day of July 2007; that a quorum of the Board was present at the meeting; that the resolution is set forth in the minutes of the meeting and has not been rescinded or modified.

Listed below are the names and titles of the Board Members represented at the quarterly meeting who have established the Resolution 2007 to the agreement between Brentwood Estates Homeowners Association and Mr Dave Pfeiffer.

Janna W. Krostek President  
Janna Krostek

Richard A. McAuliff Vice President  
Richard A. McAuliff

Ella M Braun Secretary  
Ella M Braun

Kate Beckerman Director  
Kate Beckerman

Brentwood Estates Homeowners Association  
July 10, 2007



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cc