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2013-001962-0

Recording District 101 Juneau

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After recording return to:  
James J. Sheehan  
Simpson, Tillinghast, Sorensen & Sheehan, P.C.  
One Sealaska Plaza, Suite 300  
Juneau, Alaska 99801

SHARED USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this 13<sup>th</sup> day of March, 2013 by and between ANIAKCHAK, INC., an Alaska corporation, 10518 Fox Farm Trail, Juneau, Alaska 99801, herein "Aniakchak" and RIVEREDGE PARK ASSOCIATION, an Alaska non-profit corporation, c/o Jim Preston, Manager, P.O. Box 211450, Auke Bay, Alaska 99821, herein "Riveredge".

WHEREAS:

1. It is the intention of Aniakchak to exercise a retained development and withdraw right described in Riveredge's Declaration, and withdraw the property identified on Exhibit A from the common interest community.

2. The withdrawal will divide the property described as:

Parcel 1, Mendota Park Subdivision, according to Plat No. 2005-13, Juneau Recording District, First Judicial District, State of Alaska,

into two separate lots which will be known as Parcel 1A and Parcel 1B, Mendota Park Subdivision, according to Plat No. 2013-8, a re-subdivision of Parcel 1, Mendota Park Subdivision, according to Plat No. 2005-13, Juneau Recording District, First Judicial District, State of Alaska.

3. On December 14, 2012, Aniakchak filed a variance application with the CBJ Planning Commission - Case No. VAR2012 0031. The variance is needed to allow the above described land division along an un-built CBJ right-of-way not maintained by CBJ.

4. On January 22, 2013, the Planning Commission, by an 8 to 1 vote, approved the variance needed to effect the land division, subject to the following items/conditions that must be recorded concurrently with the new subdivision plat:

- a. Record a maintenance agreement between the above-referenced Lots A and B outlining and specifying shared responsibilities and costs to maintain the shared driveway. This agreement must address damage from heavy construction traffic during the development of Lot B.
- b. Water line easement lease costs shall be shared via a maintenance agreement.

- c. Sewer and water line maintenance agreement and water meter agreement.

ACCORDINGLY, the parties agree as follows:

5. This agreement shall be effective on the day the new subdivision plat is filed, as noted in paragraphs 1 – 4. In the event that the land division referred to above does not occur on or before June 30, 2013, this agreement shall become void without any further act or expression by the parties.

6. In general, unless a more specific cost-sharing method is specified by this agreement or any agreement between the parties, sharing of normal or routine maintenance costs shall be guided by the principle of proportionate use. Each party's contribution is based on an equitable apportionment determined after consideration of various relevant factors, which include but are not limited to each party's proportionate use of driveways and utility lines on Lot A, including the amount and intensity of actual use, and the benefits derived therefrom. The cost of maintaining water and sewer service, snow plowing, sanding and sweeping and entry sign maintenance are examples of normal or routine costs.

Riveredge shall not be required to share the cost of maintaining the driveways and utility lines situated on Lot B.

Each party shall receive proper notice and a reasonable opportunity to participate in the decisions regarding repairs and maintenance; whether the completed work was reasonable and necessary; whether the repairs and maintenance were performed adequately, properly, and at a reasonable price; the value of any other contributions (monetary or in kind) by the parties to repairs and maintenance; and any other factors that may be deemed relevant.

During periods of development and building on Lot B, the parties shall execute a separate agreement for the sharing of normal or routine maintenance costs. Similar to this agreement, the agreement shall be guided by the principles of proportionate use.

7. The party responsible for damage to any real or personal property covered by this agreement because of negligence or abnormal use shall repair the damage at their sole expense. Damage caused by heavy construction equipment is an example of abnormal use.

8. Since the number of units on Lot B will change through time, its proportionate share of costs will also change. The number of units on Lot B shall be determined on the first day of each month. In making the determination, a unit shall be counted if the CBJ has issued a certificate of occupancy authorizing its use.

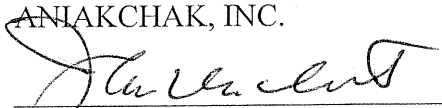
9. Prior to starting any development of Lot B, Aniakchak shall install a meter which will measure the quantity of water consumed. Aniakchak shall set-up an account with CBJ to pay for the cost of water. If CBJ cannot charge Aniakchak directly for water, Aniakchak will reimburse Riveredge for the cost of water on a monthly basis.


10. Aniakchak shall pay 5% of the annual cost of Riveredge's electricity, which will go toward Aniakchak's share to offset the cost of the electricity used to heat the water meter house.



11. This agreement shall be recorded at the same time as the plat effecting the land division is recorded.

IN WITNESS WHEREOF, this agreement is executed as of the day and year hereinabove first written.

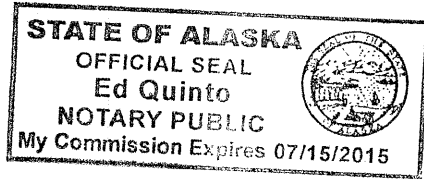
ANIAKCHAK, INC.  
  
Jan Van Dort, President


RIVEREDGE PARK ASSOCIATION  
  
Corinne Soltis, President

STATE OF ALASKA )  
) ss.  
FIRST JUDICIAL DISTRICT )

THIS CERTIFIES that on the 13 day of March, 2013, before me, a notary public in and for the State of Alaska, personally appeared JAN VAN DORT, known to me and to me known to be the person who executed the foregoing instrument and he acknowledged to me that he executed the same on behalf of ANIAKCHAK, INC., an Alaska corporation, as its president, pursuant to its governing documents or a resolution of its board of directors and freely and voluntarily for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal as of the day and year hereinabove first written.

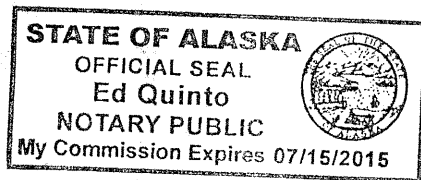



  
Notary Public for Alaska  
My Commission Expires: 7/15/15

STATE OF ALASKA )  
) ss.  
FIRST JUDICIAL DISTRICT )

THIS CERTIFIES that on the 13 day of March, 2013, before me, a notary public in and for the State of Alaska, personally appeared CORINNE SOLTIS, known to me and to me known to be the person who executed the foregoing instrument and she acknowledged to me that she executed the same on behalf of RIVEREDGE PARK ASSOCIATION, an Alaska non-profit corporation, as its president, pursuant to its governing documents or a resolution of its board of directors and freely and voluntarily for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal as of the day and year hereinabove first written.



  
Notary Public for Alaska  
My Commission Expires: 7/15/15

