

15 Copies
Doc 86

549

Doc 278

591

CONDITIONS, COVENANTS AND RESTRICTIONS
FOR AGRICULTURAL RESTRICTED PROPERTY

The Matanuska-Susitna Borough, an Alaska municipal corporation, hereinafter declared "declarant" is the owner of all that real property located in the Matanuska-Susitna Borough, State of Alaska, being offered for sale, without development rights, more particularly described in paragraph 8 of these conditions, covenants and restrictions.

It is declarant's intention to impose upon the property mutually beneficial restrictions under a general plan of improvement of the properties for the benefit of all the owners thereof; specifically, it is the intent of the owner to restrict development of the property so as to preserve its potential for agricultural development. The Matanuska-Susitna Borough has found, in connection with this declaration of conditions, covenants and restrictions, that the possibility of these properties being developed to their highest and best agricultural use is improved and enhanced, if all of the land therein with good agricultural soils, are applied to agricultural uses, since, with the larger acreage under agricultural production, there will be economies of supply, transportation and marketing, and a better assurance of establishing a stable market for the agricultural products to be produced from such land. These lands were selected for sale, with restrictions as to development, based upon the relative large amounts of Class II and III soils within the lands, which soils are particularly suitable for agriculture. The parcels subject to these restrictions are sold or will be sold at a substantially reduced price with these restrictions than would have been obtained by the declarant if the parcel had been sold without the restrictions.

NOW THEREFORE, declarant declares that the project is held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of the plan for the improvement of the property and for the purpose of enhancing and protecting the value, desirability and usefulness of the project as an agricultural project, and every part thereof. All of the limitations, covenants, restrictions and conditions run with the real property and is binding on all parties having or acquiring any right, title or interest therein or, any part thereof, and is for the benefit of each owner of each parcel within said project or any

interest therein, and inures to the benefit and is binding upon the successor in interest of the owners thereof. In addition, the Matanuska-Sustina Borough and its citizens are beneficiaries of these covenants.

1. Definitions. The terms used have the meanings given to them in the deed, except as expressly otherwise provided herein. For the purposes of these restrictions the terms used have the following meanings:

A. Project - the parcels sold by the Matanuska-Sustina Borough at a sale of Borough parcels scheduled for October 16, 1982 and further specified on Page 4 of this document. The project can be enlarged by the Assembly at its discretion by adding parcels sold or to be offered for sale by the Borough in future Borough land sales, which parcels, in the Assembly's discretion, may be made also subject to these same restrictions.

B. Restrictions. These conditions, covenants and restrictions.

C. Subject property. The property sold by the borough to a particular owner.

2. Use of Property. The property conveyed shall be used only for agricultural purposes. Standing and other timber may be cut and sold, or otherwise used or disposed of, only if the stumps and roots of the cleared area are placed in orderly piles, berms or windrows, or otherwise disposed of within 18 months of the clearing and, provided further, only if the roots are grubbed, raked or otherwise removed from the cleared area so as to render the cleared area suitable for cultivation within 24 months of the cutting of the particular area cleared, or otherwise to prevent waste as set forth in the approved farm plan for the subject property. The removal of timber, without removal of stumps, limbs, roots and other debris, is specifically declared to be waste and such waste is hereby prohibited by these covenants.

3. Buildings and Improvements. Only those buildings and improvements which are reasonably required for the development of the property for agricultural purposes are permitted. This includes: one homestead, attached or detached garage for the homestead, and similar residential out buildings, such as an outdoor toilet, smokehouse, sauna, upon a parcel no greater than five acres within the subject property. The owner shall identify such parcel, with sufficient information, so that the parcel can be described in a separate Deed of Trust, suitable for recordation. Any such recordation shall be subject to the Borough Platting Regulations. The parcel for a

residence shall be appropriately located in light of existing or proposed road access to the property, and in light of orderly development and use of the property for agricultural purposes. The location of this parcel to contain the residence may be changed at a later date upon application of the owner and with the consent of the Assembly. Improvements which would ordinarily be classified as being required for agricultural development are barns, wells, septic tanks, fences, pens, silos, garages for storage of farm equipment, and field roads. The following are examples of improvements or activities which are not permitted: buildings or yards for commercial sale, repair or storage of equipment or supplies; areas and buildings for retail sales, other than sales of agricultural products; sale of sand and gravel for use off the subject property, except as permitted under a finding of the Assembly that such sale will contribute to the development of agriculture in the area. Home occupations within the residence, such as bookkeeping, are permitted.

4. Waste. Waste of the property, such as removal of the timbers, is prohibited.

5. Further Subdivision. Further subdivision of the property is prohibited, except where the owner applies to the Assembly for such subdivision and where the Assembly finds that such subdivision, if permitted, could reasonably be expected to increase the agricultural production to be realized from the new parcel to be generated by virtue of the fact that it will be added to an adjacent farm, or a similar circumstance favorably contributing to the economics of agricultural production.

6. Amendment. These conditions, covenants and restrictions may be amended only by ordinance of the Matanuska-Susitna Borough Assembly and shall apply equally to all parcels subject to these covenants. Any such amendment or change in the number of parcels subject to these restrictions shall be effective upon recordation in the Office of the Recorder, Palmer Recording District, Third Judicial District, State of Alaska, Palmer, Alaska.

7. Interpretation. The provisions of these restrictions shall be liberally construed to affect its purpose of encouraging the development of agriculture within the project, and within the individual properties of the project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce such provisions or any other provision hereof.

8. Unit Numbers and Legal Descriptions. The parcels covered by these restrictions are as follows:

<u>Unit No.</u>	<u>Legal Description</u>
1.	T18N, R3E, Section 7 GLO Lot 2, 3, 6 and NELSOM
2.	T18N, R3E, Sec. 6, SENSEY; Sec. 7, Lot 5, WYNNE and the NELSON; Sec. 8, that portion of GLO Lots 2 and 3 north of Wolverine Extension Road.
3.	T18N, R1W, Sec. 16, SENSEY and Tract D-1 (replat of Tract D, (ASLS 72-26))
4.	T16N, R1W, Sec. 5, SENSEY
5.	T19N, R5W, Sec. 23, SENSEY; WYNNE, WYNNE and the WYNNE
6.	T19N, R5W, Sec. 23, NEDDY, WYNNE, NELSON, WYNNE, WYNNE
7.	T19N, R5W, Sec. 13, NELSOM
8.	T19N, R5W, Sec. 13, GLO Lot 8, WYNNE
9.	T19N, R5W, Sec. 14, 54
10.	T19N, R5W, Sec. 14, 54
11.	T22N, R4W, Sec. 31, NEDDY, SENSEY, and WYNNE west of the Parks Highway, Sec. 32
12.	T22N, R4W, Sec. 30, SENSEY, SENSEY
13.	T24N, R5W, Sec. 24, NEDDY, WYNNE all west of the Parks Highway
14.	T24N, R5W, Sec. 9, NEDDY, NELSON, NELSON, NELSON all east of the Parks Highway
15.	T26N, R5W, Sec. 32, EYRE, SENSEY, excluding the Parks Highway
16.	T26N, R5W, Sec. 30, SENSEY, and EYRE, SENSEY, SENSEY, Sec. 31
17.	T26N, R5W, Sec. 19, EYRE, and NELSON, NELSON, SENSEY and NELSON, Sec. 20
18.	T26N, R6W, Sec. 28, Tracts A and F, excepting therefrom the 150 foot scenic buffer along the Peteraville Road
19.	T26N, R6W, Sec. 29, Tract C excepting therefrom the 150 foot scenic buffer along the Peteraville Road
20.	T26N, R6W, Sec. 32, All

EC 278 595

86 553

IN WITNESS WHEREOF, the undersigned has executed this instrument
this 7th day of October, 1982.

MATANUSKA-SUSITNA BOROUGH

ATTEST

Gary Thurlow
Gary Thurlow
Borough Manager

Evelyn Thompson
Evelyn Thompson
Borough Clerk

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT) ss.

On this 7th day of October, 1982, before me,
Christie L. Madsen, a Notary Public in and for the State
of Alaska, personally appeared GARY THURLOW, and EVELYN THOMPSON, known
to me to be the Borough Manager and Borough Clerk of the Matanuska-
Susitna Borough, an Alaska municipal corporation, that executed the
within instrument on behalf of the Borough and acknowledged to me that
such Borough executed the same pursuant to the laws of the State of
Alaska, the ordinances of the Matanuska-Susitna Borough and a resolution
of the Matanuska-Susitna Borough Assembly.

Christie L. Madsen
Notary Public for State of Alaska
My commission expires: 11-30-85

82-002350
2000

REC'D FILED
M. S. DISTRICT
REC'D M. S. DIST.

Oct 13 3 18 PM '82

REQUESTED BY _____
ADDRESS _____

REGISTERED
PALMER REG. DIST.

172340

82-015879
2000

RECORDED FILED
PALMER REG.
DISTRICT

Oct 13 3 19 PM '82

REQUESTED BY _____
ADDRESS _____

172340

(CORRECTED)

CONDITIONS, COVENANTS AND RESTRICTIONS
FOR AGRICULTURAL RESTRICTED PROPERTY

These Conditions, Covenants and Restrictions for Agricultural Restricted Property correct the Conditions, Covenants and Restrictions for Agricultural Restricted Property recorded on Book 86 Page 549 in the Talkeetna Recording District, State of Alaska, on October 13, 1982 and Book 278 Page 591 in the Palmer Recording District, State of Alaska, on October 13, 1982.

The Matanuska-Susitna Borough, an Alaska municipal corporation, hereinafter declared "declarant" is the owner of all that real property located in the Matanuska-Susitna Borough, State of Alaska, being offered for sale, without development rights, more particularly described in paragraph B of these conditions, covenants and restrictions.

It is declarant's intention to impose upon the property mutually beneficial restrictions under a general plan of improvement of the properties for the benefit of all the owners thereof, specifically, it is the intent of the owner to restrict development of the property so as to preserve its potential for agricultural development. The Matanuska-Susitna Borough has found, in connection with this declaration of conditions, covenants and restrictions, that the possibility of these properties being developed to their highest and best agricultural use is improved and enhanced, if all of the land therein with good agricultural soils, are applied to agricultural uses, since, with the larger acreage under agricultural production, there will be economies of supply, transportation and marketing, and a better assurance of establishing a stable market for the agricultural products to be produced from such land. These lands were selected for sale, with restrictions as to development, based upon the relative large amounts of Class II and III soils within the lands, which soils are particularly suitable for agriculture. The parcels subject to these restrictions are sold or will be sold at a substantially reduced price with these restrictions than would have been obtained by the declarant if the parcel had been sold without the restrictions.

NOW THEREFORE, declarant declares that the project is held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of the plan for the improvement of the property and for the purpose of enhancing and protecting the value, desirability and usefulness of the project as an agricultural project, and every part thereof. All of the limitations, covenants, restrictions and conditions run with the real property and is binding on all parties having or acquiring any right, title or interest therein or, any part thereof, and is for the benefit of each owner of each parcel within said project or any interest therein, and inures to the benefit and is binding upon the successor in interest of the owners thereof. In addition, the Matanuska-Susitna Borough and its citizens are beneficiaries of these covenants.

1. Definitions. The terms used have the meanings given to them in the deed, except as expressly otherwise provided herein. For the purposes of these restrictions the terms used have the following meanings:

A. Project - the parcels sold by the Matanuska-Susitna Borough at a sale of Borough parcels scheduled for October 16, 1982 and further specified on Page 4 of this document. The project can be enlarged by the Assembly at its discretion by adding parcels sold or to be offered for sale by the Borough in future Borough land sales, which parcels, in the Assembly's discretion, may be made also subject to these same restrictions.

B. Restrictions. These conditions, covenants and restrictions.

C. Subject property. The property sold by the Borough to a particular owner.

2. Use of Property. The property conveyed shall be used only for agricultural purposes. Standing and other timber may be cut and sold, or otherwise used or disposed of, only if the stumps and roots of the cleared area are placed in orderly piles, berms or windrows, or otherwise disposed of within 18 months of the clearing and, provided further, only if the roots are grubbed, raked or otherwise removed from the cleared area so as to render the cleared area suitable for cultivation within 24 months of the cutting of the particular area cleared, or otherwise to prevent waste as set forth in the approved farm plan for the subject property. The removal of timber, without removal of stumps, limbs, roots and other debris, is specifically declared to be waste and such waste is hereby prohibited by these covenants.

3. Buildings and Improvements. Only those buildings and improvements which are reasonably required for the development of the property for agricultural purposes are permitted. This includes: one homesite, attached or detached garage for the homesite, and similar residential out buildings, such as an outdoor toilet, smokehouse, sauna, upon a parcel no greater than five acres within the subject property. The owner shall identify such parcel, with sufficient information, so that the parcel can be described in a separate Deed of Trust, suitable for recordation. Any such recordation shall be subject to the Borough Platting Regulations. The parcel for a residence shall be appropriately located in light of existing or proposed road access to the property, and in light of orderly development and use of the property for agricultural purposes. The location of this parcel to contain the residence may be changed at a later date upon application of the owner and with the consent of the Assembly. Improvements which would ordinarily be classified as being required for agricultural development are barns, wells, septic tanks, fences, pens, silos, garage for storage of farm equipment, and field roads. The following are examples of improvements or activities which are not permitted: buildings or yards for commercial sale, repair or storage of equipment or supplies, areas and buildings for retail sales, other than sales of agricultural products; sale of sand and gravel for use off the subject property, except as permitted under a finding of the Assembly that such sale will contribute to the development of agriculture in the area. Home occupations within the residence, such as bookkeeping, are permitted.

4. Waste. Waste of the property, such as removal of the topsoil, is prohibited.

5. Further Subdivision. Further subdivision of the property is prohibited, except where the owner applies to the Assembly for such subdivision.

and where the Assembly finds that such subdivision, if permitted, could reasonably be expected to increase the agricultural production to be realized from the new parcel to be generated by virtue of the fact that it will be added to an adjacent farm, or a similar circumstance favorably contributing to the economics of agricultural production.

6. Amendment. These conditions, covenants and restrictions may be amended only by ordinance of the Matanuska-Susitna Borough Assembly and shall apply equally to all parcels subject to these covenants. Any such amendment or change in the number of parcels subject to these restrictions shall be effective upon recordation in the Office of the Recorder, Palmer Recording District, Third Judicial District, State of Alaska, Palmer, Alaska.

7. Interpretation. The provisions of these restrictions shall be liberally construed to affect its purpose of encouraging the development of agriculture within the project, and within the individual properties of the project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce such provisions or any other provisions hereof.

8. Unit Numbers and Legal Descriptions: The parcels covered by these restrictions are as follows:

Unit No.	Legal Description
1.	T18N, R3E, Section 7 R20 Lot 2, 3, 6 and NE1/4SW1/4
2.	T18N, R3E, Sec. 6, SE1/4SE1/4; Sec. 7, Lot 5, W1/4NE1/4 and the 2 NE1/4NE1/4; Sec. 8 that portion of GLO Lots 2 and 3 north of Wolverine Extension Road
3.	T18N, R1W, Sec. 16, SW1/4NE1/4 and Tract D-1 (replat of Tract D, ASLS-72-25)
4.	T16N, R4W, Sec. 5, SW1/4NE1/4
5.	T19N, R5W, Sec. 23, SW1/4NE1/4, W1/4SW1/4NE1/4, NE1/4SW1/4NE1/4, and the W1/4SE1/4SW1/4NE1/4
6.	T19N, R5W, Sec. 23, W1/4NE1/4, NE1/4SW1/4NE1/4, NE1/4SW1/4NE1/4, W1/4SE1/4SW1/4NE1/4
7.	T19N, R5W, Sec. 13, NE1/4SW1/4
8.	T19N, R5W, Sec. 13, R20 Lot 8, SW1/4SW1/4, W1/4SE1/4SW1/4
9.	T19N, R5W, Sec. 14, S1/2
10.	T19N, R5W, Sec. 14, N1/2
11.	T22N, R4W, Sec. 33, W1/4NE1/4, NE1/4NE1/4, and W1/4NE1/4NE1/4 west of the Parks Highway, Sec. 32
12.	T22N, R4W, Sec. 30, SE1/4SW1/4, SW1/4SE1/4
13.	T24N, R5W, Sec. 24, NW1/4, SW1/4NE1/4 all west of the Parks Highway

Unit No.	Legal Description
14.	T24N, R51W, Sec. 9, NE1/4, NE1/2SE1/4, NE1/4SW, NE1/4NW, all east of the Parks Highway
15.	T26N, R5W, Sec. 30, E1/2N1/4, S1/2SW1/4, excluding the Parks Highway
16.	T26N, R5W, Sec. 30, S1/2SE1/4, and E1/2N1/4, SW1/4, SW1/4NE1/4, Sec. 31
17.	T26N, R5W, Sec. 19, E1/2N1/4, and NW1/4NE1/4, N1/2SW1/4, S1/2SW1/4, and NE1/4SW1/4, Sec. 20
18.	T26N, R6W, Sec. 20, Tracts A and F, excepting therefrom the 150 foot scenic buffer along the Petersville Road
19.	T26N, R6W, Sec. 29, Tract C excepting therefrom the 150 foot scenic buffer along the Petersville Road
20.	T26N, R6W, Sec. 32, All

IN WITNESS WHEREOF, the undersigned has executed this instrument this 2nd day of December, 1902.

MATANUSKA-SUSITNA BOROUGH
Gary Thurston
Gary Thurston, Borough Manager

ATTEST:
Evelyn Thompson
Evelyn Thompson, Borough Clerk

STATE OF ALASKA }
THIRD JUDICIAL DISTRICT } ss.

On this 2nd day of December, 1902, before me, Eleanor A. Keres, a Notary Public in and for the State of Alaska, personally appeared GARY THURSTON, and Evelyn Thompson, known to me to be the Borough Manager and Douglas Borough Clerk of the Matanuska-Susitna Borough, an Alaska municipal corporation, that executed the within instrument on behalf of the Borough and acknowledged to me that such Borough executed the same pursuant to the laws of the State of Alaska, the ordinances of the Matanuska-Susitna Borough and a resolution of the Matanuska-Susitna Borough Assembly.

Eleanor A. Keres
Notary Public for State of Alaska
My commission expires: 4-28-05

83-000188
17-
RECORDED
MATANUSKA
RECORDING DIST.
Jan 28 3 05 PM '03
REQUESTED BY
ADDRESS MATANUSKA-SUSITNA BOROUGH
PALMER, ALASKA 99543

83-001674
17-
RECORDED
PALMER REC.
DISTRICT
Jan 28 2 51 PM '03
RECORDED
ADDRESS MATANUSKA-SUSITNA BOROUGH
PALMER, ALASKA 99543

177-100