



2006-019084-0

Recording Dist: 311 - Palmer

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MEMORANDUM OF AGREEMENT

This is an agreement effective the first day of January, 2005, by and between D.E. NorthFork, LLC, an Alaska limited liability company ("D.E. NorthFork") and Aero Subdivision on Wolf Lake Homeowners Association, an Alaska corporation ("Aero").

WHEREAS, D.E. NorthFork owns and maintains Wolf Lake Airport, including all ramps, runways and taxiways, located upon all or part of the following described real property:

Tract A, containing 16.40 acres, more or less, Aero Subdivision on Wolf Lake, according to Plat 82-83; and,

That portion of Tract J, Phase One of First Addition to Aero Subdivision on Wolf Lake, according to Plat No. 85-203 in the east one-half of the northwest one quarter (E1/2, NW1/4) and in the south one-half of the northeast one-quarter (S1/2, NE1/4); and

Tract X-4, Phase Two of first Addition to Aero Subdivision on Wolf Lake, according to Plat 91-11; and, *P.R.D.*

Tract X-5, Phase Three of First Addition to Aero Subdivision on Wolf Lake, according to Plat 93-148; and

*After recording
return to:
NorthFork
6382 E Beachcraft
Wasilla AK
99654*

That portion of Tract J-1, containing 2.59 acres more or less, lying within the north one-half (N1/2) of Section 21, Phase One of First Addition to Aero Subdivision on Wolf Lake, according to Plat 85-203;

all of which are in Section 21, Township 18 North, Range 1 East, Seward Meridian, in the Palmer Recording District, Third Judicial District, State of Alaska.

WHEREAS, Aero is comprised of homeowner and lot owner members who own land adjacent to Wolf Lake Airport, namely AERO SUBDIVISION ON WOLF LAKE, as shown on Plat #82-93, Palmer Recording District, Third Judicial District, State of Alaska;

WHEREAS, D.E. NorthFork and Aero seek to memorialize their agreements and understandings regarding Aero's contributions to the ongoing expenses of maintenance, repair, upkeep and improvement of Wolf Lake Airport;

NOW, THEREFORE, the parties agree as follows.

- 1. Annual fees due from Aero.** Beginning January 1, 2005, Aero shall pay D.E. NorthFork \$440.00 per year, per homeowner member, as Aero's full contribution to the maintenance, repair and upkeep of Wolf Lake Airport as described in attached letter dated March 20, 2006. For year 2005, Aero had 41 members, so its annual payment to D.E. NorthFork for 2005 shall be in the total amount of \$18,040.00. Starting with year 2005 billing will be upon signing of this agreement, there after billing will be on January 10 of each year. Payment shall be made in two equal installments due on July 1, and November 1 of each



year. For example, payments for year 2005 shall be due on July 1, 2006 in the amount of \$9,020.00 and on November 1, 2006 in the amount of \$9,020.00.

2. **Late fee.** Should payment not be received by D.E. NorthFork by December 31, then Aero shall make an additional payment to D.E. NorthFork, as a late payment fee, of an amount equal to five percent (5%) of the total payment amount due for that year.
3. **Term of Agreement.** This Memorandum of Agreement shall be effective beginning January 1, 2005. It shall continue in full force and effect until December 31, 2010.
4. **CPI Increases in Annual Payments.** Beginning with Aero's contribution for year 2006, and continuing for each year thereafter for the term of this Agreement and any extensions or renewals thereof, Aero's annual contribution shall be increased in an amount based upon any increase in the Consumer Price Index. The Consumer Price Index as used in this Paragraph 4 refers to the Consumer Price Index for all commodities for Anchorage, Alaska, published by the U.S. Department of Labor. If such index no longer exists a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining such index shall be used. Adjustments to Aero's annual contribution shall be calculated by the difference between the index on July 1, 2005 (or the date of the index closest to this date) and July 1 of the year prior to the year in question. For example, if the index on July 1, 2005 is 167.8 and on July 1, 2006 is 174.1, then Aero's adjusted contribution payment year 2007 will be $174.1/167.8$ times the annual payment of the preceding year.



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5. Capital Improvements;

- Defined: Any addition to what currently exists
Structure for implementing a Capitol Improvement

1. Wolf Lake Airport lot/homeowners, including Aero Subdivision On Wolf Lake, and Phases 1, 2, and 3 of First Addition to Aero Subdivision On Wolf Lake, will be notified in writing, by D.E. NorthFork one month in advance of any Capitol Improvements, unless it is an unforeseen emergency. This notification shall include the cost and time line for completion of said Capitol Improvement.
2. A ballot, one vote per lot, will also be enclosed. Only lot owners that are current will be allowed to vote. This ballot shall be cast at or mailed to D.E. NorthFork office. The ballots will be available for review of Subdivision owners.
3. A 60% majority vote by lot owners entitled to use Wolf Lake Airport, in favor, will approve Wolf Lake airport lot/homeowners to pay their pro rata share of the improvement upon completion.
4. If the number in favor is less than 60%, D.E. NorthFork may in its sole discretion continue to implement said Capitol Improvement, but must bear the burden of all cost incurred.
5. If approved Aero shall pay D.E. NorthFork as an additional billing with the annual contribution amount.



6. If/When additional costs are incurred to maintain or operate an approved Capitol Improvement Aero shall pay its pro rata share of actual expenses no later than January of each year. D.E. NorthFork shall present Aero with a written statement of Aero's pro rata contribution for charges accrued to that date. Payment in full of Aero's pro rata expenses shall be made to D.E. NorthFork at the time of Aero's next annual installment payment.

6. Future Maintenance / Runway and Taxiway Paving.

Defined as: Any cost associated with the repair or upkeep of what currently exists.

D.E. NorthFork anticipates that the runways and taxiways at Wolf Lake Airport will need repaved no sooner than 2015.

- Aero represents that it has collected, and continues to collect funds from its members for the purpose of maintaining a reserve account to assist with Aero's pro rata share of future maintenance expenses. D.E. NorthFork anticipates that it will repave the runway and taxiways at Wolf Lake Airport no sooner than 2015.

Thus giving Aero time to build its reserve account.

7. Time is of the Essence. Time is of the essence of each and every term, condition, provision and covenant of this Agreement.

8. Entire Agreement. This Agreement embodies the entire agreement among the parties hereto and supersedes and replaces all prior understandings and agreements regarding the subject matter herein. There are no agreements, representations or warranties, oral or written, among the parties, other than those set forth or provided for in



this Agreement. This Agreement may not be modified or changed, in whole or in part, except by a supplemental agreement signed by each of the parties thereto.

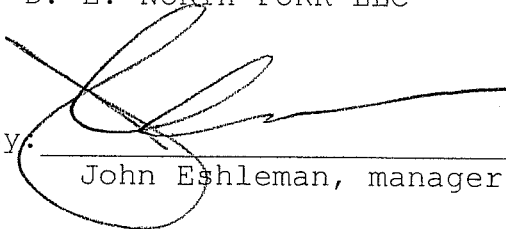
9. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties and their respective, heirs, representatives, successors and assigns forever.

10. **Authority of Signatories.** The individuals signing this Agreement below warrant and represent that they have the authority to enter into this Agreement on behalf of their respective entities.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates opposite their respective signatures.

D. E. NORTH FORK LLC

DATED: 7-7-06

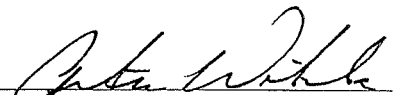
By: 
John Eshleman, manager

AERO SUBDIVISION ON WOLF LAKE
HOMEOWNERS ASSOCIATION

DATED: 7-7-06

By: 
Beth Reed, President

DATED: 7-7-06

By: 
Artie Wikle, VP




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STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 7 day of July, 2006, before me, the undersigned, a Notary Public in and for Alaska, personally appeared John Eshleman, to me known and known to me to be the individual named in and who executed the foregoing instrument and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein stated.


WITNESS my hand and official seal the day and year in this certificate first above written.


NOTARY PUBLIC in and for Alaska
My Commission expires: 2/14/8

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 7 day of July, 2006, before me, the undersigned, a Notary Public in and for Alaska, personally appeared Beth Reed, to me known and known to me to be the individual named in and who executed the foregoing instrument and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year in this certificate first above written.


NOTARY PUBLIC in and for Alaska
My Commission expires: 2/14/8

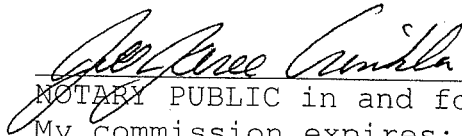


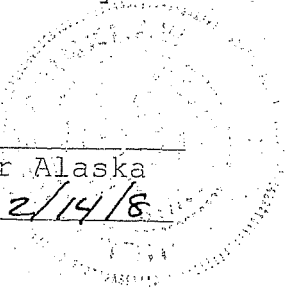
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STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 7 day of July, 2006, before me, the undersigned, a Notary Public in and for Alaska, personally appeared June Shepler, to me known and known to me to be the individual named in and who executed the foregoing instrument and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and official seal the day and year in this certificate first above written.


NOTARY PUBLIC in and for Alaska
My commission expires: 2/14/18



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D.E. NORTHFORK, LLC

6382 E. Beechcraft Rd. * Wasilla, Alaska 99654
(907) 746-1880 * Fax (907) 746-2670
scjohn@mtaonline.net

WOLF LAKE AIRPORT

March 20, 2006

Beth Reed
President, Homeowner Association
Aero Subdivision on Wolf Lake
6750 E. Beechcraft Rd
Wasilla, Alaska 99654

Re: Runway Maintenance

Dear Beth;

Per your request here is a outline of how we determine the maintenance of the Runway:

- Snow: We plow the runway when snow is between 2 and 3 inches deep. We don't plow if the forecast is continued snow.
- Mowing: The grass is mowed when it is between 8 and 12 inches long. The only delay on this is if it continues to rain.
- Fertilizing: This is done in the spring. If it appears as if the color is lacking we will fertilize again in August or early September.
- Crack Seal: We try to crack seal the runway by mid summer. This is based on weather permitting. It has to be dry and no rain in the forecast.
- Windssocks: These are changed when they have been torn and won't register accurate wind readings.
- Crosswind Grading: This runway gets graded and compacted once a year. The timing depends on rain. This work has to be done when wet.
- Taxiway sweeping occurs in spring after snowplowing to remove rocks
- Paint when worn (mid summer & dry)
- Signs as needed

I hope this answers your questions on runway maintenance.

Thank you in advance,


John Eshleman



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June 25, 2006

The following Board Members who represent the home and/or lot owners of Aero Subdivision On Wolf Lake Homeowners Association do hereby grant Beth Reed, President and Artic Wikle, Vice President, the authority to sign, on our behalf, an agreement pertaining to the annual assessment with D.E. Northfork. We have reviewed this document and agree to proceed with the signing and recording of it. We hold these individuals personally harmless.

President Beth Reed 6-25-06

Vice President Artic Wikle

Secretary Michael J. Shel 6-25-06

Treasure Joel P 6-25-06

Director Stephen R. Shepler 06/25/06



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