

SEPTIC MAINTENANCE AGREEMENT

RETURN TO: City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645

Palmer Recording District
Third Judicial District
State of Alaska

THIS SEPTIC MAINTENANCE AGREEMENT (hereinafter the Agreement or SMA), is made and entered into as of this 8 Day of March, 2022, by and between Cedar Park Properties, LLC (Cedar Park Properties, LLC is hereinafter referred to as the Developer) and the City of Palmer (hereinafter the City), in accordance with City of Palmer Municipal Code (PMC) 13.08.030.

The parties to this Agreement shall accept notices at the following addresses and telephone numbers:

DEVELOPER

CITY

Cedar Park Properties, LLC
c/o Connie Yoshimura
561 E 36th Ave, Suite 200
Anchorage, AK 99503
(907) 229-2703

City Manager
City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645
(907) 745-3271

The real property which is the subject of this Agreement (hereinafter the Property) is located within the Palmer Recording District and the Palmer Water Utility Service Area as certificated by the Regulatory Commission of Alaska, and is described as:

Cedar Park Phase 1, Block 1, Lot 1-3 / Block 2, Lots 1-7 / Block 3, Lots 1-10, Block 7, Lots 1-9

In consideration of the mutual covenants herein, the parties to this Agreement agree as follows:

General Understanding and Agreement.

A. The Developer shall create a declaration of covenants to be recorded and govern the development of the property as well as corporate documents for a nonprofit corporation for the homeowners governing body ("Association") that require lot owners and Association to comply with the requirements of this Agreement with respect to septic systems on the lots, ("Governing Documents") The Developer shall, upon the request of the City, take actions permissible under the Governing Documents to require the homeowner association to obtain from homeowners sufficient evidence that all septic systems are installed in compliance with ADEC regulations. The parties further acknowledge and agree that ADEC does not inspect nor require installation approval of conventional, residential septic systems. However, Alaska regulations do restrict who may install onsite wastewater systems in the State of Alaska to:

1. A Registered Professional Engineer licensed in the State of Alaska
2. An ADEC Certified Installer (percolation tests require a licensed engineer)
3. An ADEC Certified Homeowner (requires licensed engineer conduct soil evaluation)

ADEC wastewater system requirements can be found at the following link:
<https://dec.alaska.gov/water/wastewater/engineering/homeowners>

B. The Developer hereby agrees the Homeowner Association Governing Documents shall require that lot owners construct a septic system that complies with applicable ADEC standards and that homeowners properly maintain their septic system, including regularly scheduled preventative maintenance. Declarant shall take such action as is within its role in the homeowner association to require the association to enforce these provisions of the Governing Documents.

C. The Developer agrees that, until the Homeowner's Association is established, and the Association's governing documents indicate the Homeowner's Association is responsible for ensuring all individual lot on-site waste-water systems are installed in accordance with Alaska regulations and properly recorded, the developer shall bear all costs relating to those recordings, and/or dispute resolutions with respect to individual lot on-site waste-water systems.

D. This agreement runs with the land and shall be binding on future owners of the Property. The obligations and responsibilities under this SMA as set forth in the Governing Documents are binding upon the Association and lot owners where applicable.

E. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of the Agreement or any part hereof, or the right of the City thereafter to enforce every provision hereof.

F. This Agreement shall only be amended by authorized representatives of the Developer and

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City. Any attempt to amend this agreement by either an unauthorized representative or unauthorized means shall be void.

- G. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska, the Matanuska Susitna Borough, and the City of Palmer shall govern the rights and obligations of the parties under this Agreement.
- H. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.
- I. The Developer may transfer or assign any interest in this SMA to the Association (whether by assignment or novation) and shall provide written notice to the City of any such assignment. Notice of any such assignment or transfer shall be furnished promptly to the City. Upon such assignment and, provided that Developer has included in the Governing Documents the provisions required by this Agreement, Developer shall be released from its obligations under this Agreement as to each lot upon the sale of that lot.
- J. The Developer may delegate duties under this Agreement to an Association that shall then be responsible to perform those duties. The Developer shall ensure that the Governing Documents require the lot owners to acquire and maintain in good standing all permits, licenses and other entitlements required by applicable law for the construction operation and maintenance of their septic system serving the lot owner's lot.
- K. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.
- L. The Association, its successors, and assigns, will protect, save, and hold harmless the city and its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason failure of the Association to take the actions required of it under this agreement.
- M. It shall be construed according to the fair intent and not for or against any party.
- N. The Developer acknowledges that the Developer has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of its own free will.
- O. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands on the date first set forth above.

CITY OF PALMER

By: John Moosey

[Handwritten signature of John Moosey]
City Manager
City of Palmer

CEDAR PARK PROPERTIES, LLC

By:

[Handwritten signature]

By:

Cornie Yushman
managing member

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 8th day of March, 2022, before me, the undersigned, Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John Moosey known to me to be the City Manager of the City of Palmer, Alaska, the corporation that executed the foregoing instrument, and he acknowledged to me that he executed said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal on the day and year first above written.

Kristin Elieff
Notary Public in and for Alaska
My Commission Expires: with office



STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 8th day of March, 2022, before me, the undersigned, Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Connie Yoshimura known to me to be the authorized agent of Cedar Park Properties, LLC that executed the foregoing instrument, and she acknowledged to me that she executed said instrument as the free and voluntary act and deed of said company for the uses and purposes therein stated.

WITNESS my hand and official seal on the day and year first above written.

NOTARY PUBLIC
Natalie Travers-Smyre
STATE OF ALASKA
My Commission Expires March 7, 2025

Natalie Travers Smyre
Notary Public in and for Alaska
My Commission Expires: 3/7/25