### **ARLF Sale #16-02**

## **OVER THE COUNTER OFFERING**

# Mt. McKinley Meat and Sausage Palmer, Alaska

ISSUANCE DATE December 5, 2016 at 10:00 a.m.

Issued by
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF AGRICULTURE
BOARD OF AGRICULTURE AND CONSERVATION
1800 Glenn Highway, Suite 12
Palmer, Alaska 99645
Arthur Keyes, Director
(907) 761-3869
(907) 745-7112 (fax)

Email: Arthur.Keyes@alaska.gov

#### MT. MCKINLEY MEAT and SAUSAGE BAC OTC #16-02

#### 1.0 INTRODUCTION

#### 1.1 Purpose of this Offering

The Department of Natural Resources, Division of Agriculture, Board of Agriculture and Conservation (BAC), also known as SELLER, is offering for sale by Over the Counter Offering (OTC) the property known as Mt. McKinley Meat and Sausage (MMM&S). Offerors are not required to be residents of the State of Alaska.

This slaughter and meat processing facility, located near Palmer, Alaska, is currently owned by the Agricultural Revolving Loan Fund (ARLF), and currently utilizes inmate labor from the Department of Corrections under its Alaska Correctional Industries program.

Preference will be given to offerors who plan to continue operating the property as a meat processing and slaughter facility.

#### 1.2 Issuing Office

The office issuing this OTC is: Department of Natural Resources

Division of Agriculture 1800 Glenn Hwy, Suite 12 Palmer, AK 99645-6736 Arthur Keyes, Director

E-mail: Arthur.keyes@alaska.gov

PHONE: (907) 761-3867 FAX (907) 745-7112

#### 1.3 Purchase Price

The property is being offered for sale at a purchase price of \$410,000.00.

#### 1.4 Condition of Property.

The real property, improvements, and personal property are being offered on the basis "AS IS, WHERE IS, WITH NO IMPLIED OR EXPRESSED WARRANTY OF CONDITION WHATSOEVER." A purchase, subject to existing reservations, easements, and restrictions, must be executed by the successful offeror. This OTC is made in accordance with AS 03.10.050 and 11 AAC 39.700 – 790. The State does not guarantee or imply that the successful offeror will make a profit. No claim will be considered for allowance or adjustment or for recession of the sale based upon failure of the property to correspond with the standard expected, unless otherwise specified in this brochure.

#### 1.5 Contact Information

All inquiries regarding this OTC, except property inspection requests, must be directed to Arthur Keyes. Property inspection requests should be directed to Amanda Swanson at 907-761-3869 or <a href="maintenant-amanda.swanson@alaska.gov">amanda.swanson@alaska.gov</a>. All property inspections require a minimum 48 hour advance notice.

#### 1.6 Required Review

All offerors should carefully review this OTC. Questions, objections, or comments should be made in writing and received by the issuing office as soon as possible so that any necessary addenda may be distributed to all interested parties. Protests based on omissions, errors, or the contents of this OTC may be disallowed if not submitted to the project manager in writing prior to an offer for purchase being accepted.

#### 1.7 Addenda to the OTC

Any addenda to this OTC will be in writing and made available to all persons who have received a copy of this OTC from the issuing office and will also be posted on-line on the Division of Agriculture web site at <a href="http://dnr.alaska.gov/ag">http://dnr.alaska.gov/ag</a>. You may also contact Amanda Swanson at 907-761-3869 with any questions or to obtain a copy of any addenda by fax or email.

#### 1.8 Inspection and Due Diligence

It is the responsibility of the offeror to inspect all property listed herein and any improvements and to complete all other due diligence prior to submitting an offer to purchase. All offers shall be free of contingencies regarding condition, whereby the offeror offers to purchase the Property AS IS WHERE IS.

#### 1.9 Right to Reject Bids and Withdraw Property from Sale.

The BAC reserves the right to reject any or all offers, postpone, or vacate this sale, in whole or in part, at any time, if such action appears necessary to protect the interests of the State. The BAC is not obligated to enter into an agreement with any offeror. The BAC is not responsible for any cost associated with the preparation or submission of offers.

#### 1.10 Americans with Disabilities Act

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who need special accommodations to inspect the property should contact the Division of Agriculture in Palmer between the hours of 8:00 a.m. and 4:30 p.m., Monday – Friday at TDD (907) 762-2468 or (907) 745-7200.

#### 2.0 PROPERTY PROFILE

#### Mt McKinley Meat and Sausage

**Legal Description:** Lot H-2C-2, Palmer Industrial Park, according to Plat

84-2, Palmer Recording District

**Location:** 385 Inner Springer Road, Palmer, Alaska

**Lot Size:** 3.5 Acres

**Improvements:** Total estimated building area - 16,000 sf

Freezer space - 5,000 sf Cooler space - 5,000 sf

Loading docks - 3 bay doors and 3 docks

Processing area - 2,400 sf Smoking area - 500 sf

One fully equipped processing line

Number of structures - 3 (main building, maintenance

shed, storage shed)

**Present Use:** Slaughter and processing facility

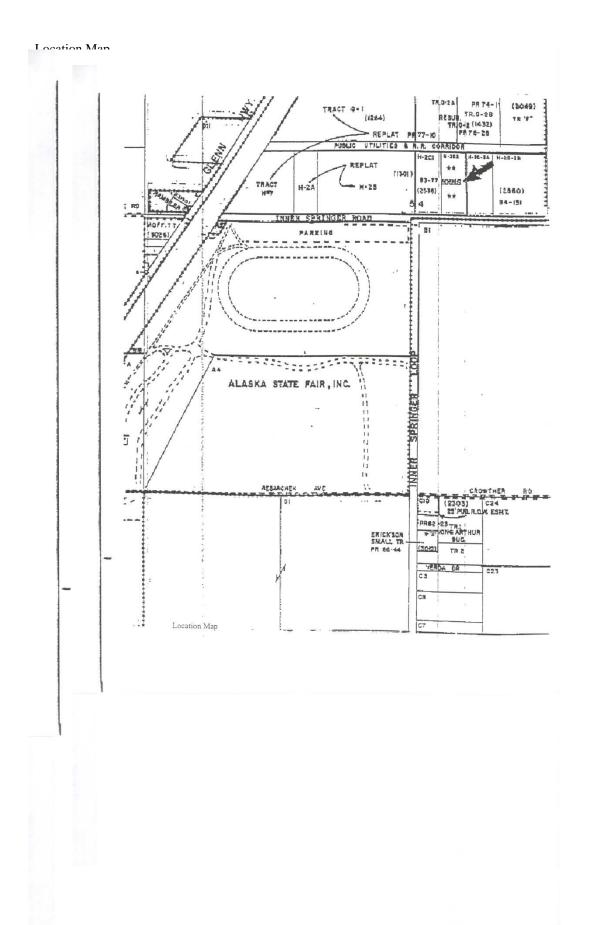
**Road Access:** Glenn Hwy Via Inner Springer Road

**Inspection Contact:** Amanda Swanson, Division of Agriculture

Phone: (907) 761-3869

E-mail: Amanda.swanson@alaska.gov.

**Information/Photos** Division of Agriculture, Palmer



#### 2.1 Facility History

The Agricultural Action Council through an appropriation from the Alaska Legislature financed the construction of MMM&S in the early 1980s. MMM&S was privately operated from 1983 until 1985. The facility was recovered by the ARLF as a result of a loan default. Under a memorandum of agreement between the Alaska Department of Natural Resources and the Alaska Department of Corrections, MMM&S was reopened for operation in December of 1986. MMM&S is the only USDA approved slaughter facility in South Central Alaska.

A fire on November 21, 1997, caused extensive damage to the building. Three repair projects have been completed. The repairs have returned the building to good condition and the facility is approved by the USDA for slaughter and processing.

#### 2.2 Current Facility Operation

The current operation purpose is to provide inmates with work and job training in the processing of meats and meat products. The plant employs three state employees – two production managers and one plant manager. Currently, the USDA provides meat inspection and grading.

The facility purchases livestock primarily from producers located in the Tanana Valley, the Matanuska – Susitna Valleys and the Kenai Peninsula. Occasional purchases may come from other locations throughout the state.

MMM&S produces a wide range of beef and pork products. MMM&S currently sells boxed meat products to the Department of Corrections. A private operator would have to compete for these markets, but would qualify for the Alaska preference in bids on State purchase contracts.

#### 2.3 Annual Activity and Operational Costs

Information concerning plant financial income and expenses and other formation may be obtained from Lora Haralson at 907-761-3851, or on line at <a href="http://dnr.alaska.gov/ag">http://dnr.alaska.gov/ag</a>.

#### 3.0 SOLICITATION

#### 3.1 Offeror Qualifications

Individuals, corporations, partnerships, municipalities, or other entities may purchase this property. To be qualified, a bidder must be current on all State of Alaska, Department of Natural Resources agreements. Individual offerors must be at least 18 years of age. If the offeror is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the offeror is a corporation or LLC, the offeror will need to provide a corporate or LLC resolution showing authority of the corporation or LLC to make an

offer to purchase the property and who is authorized to sign on behalf of the LLC as part of their package submitted for the ARLF Sale #16-02.

#### 3.2 Disputes and Appeal

Any disputes arising out of this agreement shall be resolved under the laws of Alaska and within the jurisdiction of the Third Judicial District of Alaska.

#### 3.3 Limitation of Seller Liability

In any case where liability of the Seller to the successful offeror has been established, the Seller liability shall not, in any event, exceed refund of the purchase price.

#### 3.4 Assignment

The successful offeror is not transferable or assignable to another party, unless authorized in writing by the Seller.

#### 3.5 Interest Conveyed

The conveyance of ownership in the real property is governed by AS 03.10.050 and related regulations that provide for the conveyance of the surface estate in fee simple. ARLF real property is conveyed by Quit Claim Deed. The parcel is subject to any and all valid reservations including, but not limited to, oil and gas leases, easements and valid rights-of-way for roads, railroads, highways, power lines, and pipelines. This parcel is subject to such taxes and assessments as may be levied by taxing authorities and shall be prorated as of closing date.

#### 4.0 OFFERING INSTRUCTIONS

All offers to purchase the parcel through the OTC offering must be submitted in person or mailed in an envelope labeled: "ARLF Sale #16-02 OTC Offering" to:

Division of Agriculture ARLF Sale #16-02 OTC Offering 1800 Glenn Highway, Suite 12 Palmer, Alaska 99645-6736 Phone: (907) 745-7200

Office Hours: Monday through Friday 8:00 a.m.- 4:30 p.m.

#### 4.1 To submit an OTC offer to purchase the parcel, an applicant must include:

- 1. A completed ARLF Sale #16-02 OTC Application form provided in this brochure;
- 2. A completed and duly notarized ARLF Sale #16-02 OTC offeror affidavit form provided in this brochure, for the applicant and all parties being represented by the applicant;

- 3. A corporate or LLC resolution showing authority of the corporation or LLC to make an offer to purchase the property if the offeror is a corporation or LLC;
- 4. A completed ARLF Sale #16-02 OTC deposit agreement form provided in this brochure is a deposit or earnest money payment is made. The successful offeror's deposit is non- refundable and will be applied towards the purchase price. Deposits received from unsuccessful offerors will be returned. Deposits must be made in the form of a cashier's check, money order, or certified check. Cash will not be accepted.

To the extent that the offeror designates and the Director concurs, proprietary data contained in the proposal documents will be designated confidential and not released to the public. A potential offeror may appeal the Director's decision to the BAC. Proposals, other than confidential records, will become public information upon the date the Award to purchase becomes final.

#### 4.2 Interviews

The BAC reserves the right to interview offerors. The interviews, if any, will be scheduled to take place at the convenience of the BAC.

#### 4.3 Notice of Sale

After an offer to purchase has been accepted and a Purchase Agreement has been executed, the BAC will issue a written Notice of Sale.

#### 4.4 Closing

The Department of Corrections currently uses MMM&S for inmate training and will need adequate time to close out its activities. Execution of the Purchase Agreement must take place no later than **90 days** following the date of the accepted offer unless otherwise agreed to in writing by the BAC. Taxes, assessments, insurance and accounts payable and receivable, if applicable, will be prorated as of the closing date.

#### 4.5 Appeals

A person adversely affected by a decision made by the BAC, that is a final administrative decision, may either (1) seek reconsideration with the BAC in writing within 30 days of declined offerors or (2) appeal to superior court under the Alaska Rules of Appellate Procedure. An appeal or request for reconsideration to the BAC should be sent to the following address:

Board of Agriculture and Conservation C/O Director, Division of Agriculture 1800 Glenn Hwy, Suite 12 Palmer, AK 99645

# State of Alaska Department of Natural Resources Division of Agriculture Over the Counter (OTC) Offering ARLF Sale #16-02 Application to Purchase

Please read all the information in the ARLF Sale #16-02 OTC Brochure and Purchase Agreement before completing this form. This form must be filled out completely and submitted with all other required documentation in person or mailed in an envelope labeled: "ARLF Sale #16-02 OTC Offering" to:

Division of Agriculture ARLF Sale #16-02 OTC Offering 1800 Glenn Highway, Suite 12 Palmer, Alaska 99645-6736 Phone: (907) 745-7200

Office Hours: Monday through Friday 8:00 a.m.- 4:30 p.m.

| Name                 | :   |  |  |
|----------------------|---|--|--|
| Mailiı               | ng Address:   |  |  |
| City:                |   | State:   | Zip Code:  |
| Daytii               | me Phone Number:  |  | Home Phone Number:   |
| I here               | eby offer to purchase:  | :  |  |
| ARLF                 | Sale #16-02 OTC Off   | fering   |  |
| Purch                | ase Amount:   |  |  |
| 1.<br>2.<br>3.<br>4. | have accept the terms a I have included with th completed and notarize I have included a corpe LLC to make an offer | r older; Sale #16-02 OTC and conditions the his application a re ed OTC Bidder A brate or LLC reso to purchase the pr hle #16-02 OTC d | Offering Brochure and Purchase Agreement and erein; esponsive offer, an Application Form, and a ffidavit form. lution showing authority of the corporation or operty if the offeror is a corporation or LLC; eposit agreement form provided in this brochure |
| Signa                | ture:   |  | Date:  |

# OTC Offering Mt. McKinley Meat and Sausage

#### **OFFEROR'S AFFIDAVIT**

| I am signing this affidavit in my capacity as (che | eck one | ): |
|--|---------|----|
|--|---------|----|

| an individual in my individual capacity a general partner of a general or limited partnership |
|---|
| the managing member or other authorized member of an Alaska Limited Liability                 |
| Company   |
| a corporate officer pursuant to a written resolution  |
|   |
| , being first duly sworn, state(s) the following:   |
| Please print your name  |

- 1. The Affiant, as offeror or as authorized representative or officer of the offeror, has carefully examined all proposal documents relating to the disposal of Mt. McKinley Meat and Sausage.
- 2. The offeror acknowledges that all documents and statements, except for confidential financial records, submitted with the proposal become the property of the State of Alaska (State) when received by the Division of Agriculture and then become public information at the time the BAC issues a notice of intent to award.
- 3. The proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- 4. The proposal is genuine, not collusive, nor a sham.
- 5. The offeror has not, directly or indirectly, induced or solicited any other proposer to submit a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to submit a sham proposal or to refrain from submitting a proposal.
- 6. The offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the obligations of this or any other proposal, nor fix the cost element of the proposal price, nor to secure any undue advantage against the Department of Natural Resources, or anyone interested in BAC OTC # 16-02.
- 7. All statements contained in the proposal and supporting documents are true.
- 8. The offeror has not, directly or indirectly, divulged the proposal to any individual, or any agent of any corporation or company, or organization competing in BAC OTC #16-02.
- 9. The offeror has not paid and will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any public official who may participate personally and substantially in the selection of the successful proposer.
- 10. The offeror is not in arrears on any payment owed to the State of Alaska, is not in default of any obligation to the State of Alaska, and has not failed to perform any previous agreement with the State faithfully and diligently.

- 11. The offeror is able to successfully undertake and complete the responsibilities and obligations of this offering and proposal as submitted.
- 12. The offeror has not engaged in any unauthorized contact with State Executive Branch officials.

**NOTE:** If the person signing this affidavit is signing on behalf of a **partnership** or **joint venture**, all general partners or parties to the joint venture must sign. If the person signing this affidavit is signing on behalf of a **corporation or LLC**, a corporate officer or member of the LLC must sign. You must also submit a resolution from the corporation or LLC authorizing that individual to sign on behalf of the corporation or LLC.

NOTORIZE (copy and attach additional signature sheets as needed)

| Date: |  | By its:   |           |
|-------|--|---|-----------|
| on    | Subscribed and sworn to or affirmed, 2016. | before me at  | _, Alaska |
|       |  | Notary Public in and for Alaska<br>My commission expires: |           |
| Date: |  | By its:   |           |
| on    | Subscribed and sworn to or affirmed, 2016. | before me at  | _, Alaska |
|       |  | Notary Public in and for Alaska<br>My commission expires: |           |

#### **Earnest Money Deposit Receipt**

#### ARLF Sale #16-02 OTC

Lot H-2C-2, Palmer Industrial Park, according to Plat 84-2, Palmer Recording District, Third Judicial District, and further identified as Matanuska Susitna Borough Tax Parcel #2536000LH-2C-2 located at 385 Inner Springer Road, Palmer, Alaska.

| Offero                        | r Name, Address, & Phone   |  |  |
|-------------------------------|--|--|--|
|                               | Purchase Offer \$ 410,000.00   |  |  |
|                               | Deposit \$   |  |  |
|                               | Balance if Offer \$ is accepted  |  |  |
| condition                     | eror agrees to purchase from the State of Alaska, the above- described parcel, subject to the ons/ reservations in ARLF Sale #16-02 brochure and OTC Instructions; and upon the terms and ons contained in this agreement.   |  |  |
| will be<br>from th<br>otherwi | onies receipted by this document are non- refundable if the offeror is the successful offeror and applied to the purchase price as a down payment. The balance is due no later than ninety days e notice of award to purchase the parcel being offered in ARLF Sale #16-02 OTC, unless se agreed to in writing by the Division of Agriculture. <b>Deposits must be made in the form shier's check, money order, or certified check. Cash will not be accepted.</b> |  |  |
| The off                       | eror certifies under penalty of perjury that:  |  |  |
| -                             | The offeror has examined the terms and conditions of the sale as contained in this document and the ARLF Sale #16-02 brochure, and accepts the terms and conditions contained within;  |  |  |
| -                             | The offeror concurs with the practices and procedures used in conjunction with this sale and is fully qualified and eligible to participate in this sale;  |  |  |
| -                             | The offeror inspected the parcel, or voluntarily declined to do so, and is satisfied as to the condition of the parcel and accepts it "AS IS, WHERE IS, WITH NO IMPLIED OR EXPRESSED WARRANTY OF CONDITION WHATSOEVER:   |  |  |
| -                             | The offeror understands that the sale of this parcel is the conveyance of the surface estate only in fee simple by Quit Claim Deed; subject to reservations of record and subject to reservations, exclusions, terms and conditions outlined in the brochure.  |  |  |
| Dated:                        | Dated:   |  |  |
|                               |  |  |  |
| Offeror                       | : Seller: Division of Agriculture, Director  |  |  |

Or Designee

#### PURCHASE AND SALE AGREEMENT

| The parties to this Purc | chase and Sale Agreement ("Agreement") are: |
|--------------------------|---|
| 1                        | ("Buyer"); and                              |
| 2. State of Alas         | ka, Division of Agriculture ("Seller").     |

#### **RECITALS**

WHEREAS this Agreement is for the sale of real and personal property. Such property is a parcel consisting of 3.50 acres, together with all improvements, buildings and fixtures located thereon and located in Palmer, Alaska ("Property").

WHEREAS Seller acquired title to the Property through foreclosure and is the owner in fee simple of the Property;

WHEREAS Buyer seeks to purchase, and Seller seeks to sell, the Property on the terms and conditions as set forth in this Agreement;

#### **AGREEMENT**

Now, therefore, for and in consideration of their mutual promises as set forth below, the parties agree as follows:

- 1. <u>Purchase Price</u>. Buyer shall pay Seller the sum of four-hundred ten thousand dollars (\$410,000.00) at closing for the conveyance of the Property to Buyer.
  - **2. Conveyance.** The Property is more particularly described as:

Tract H-2C-2, PALMER INDUSTRIAL PARK, according to the official plat thereof, filed under refiled Plat Number 84-2, in the records of the Palmer Recording District, Third Judicial District, State of Alaska

and located at 385 E Outer Springer Loop, Palmer, Alaska. The Property shall be conveyed by quit claim deed free and clear of any and all liens, encumbrances, mortgages or other obligations secured by the Property or by any part of the Property.

- **3. Execution.** This Agreement shall be deemed in full force and effect as of the complete execution of the Agreement.
- **4.** <u>Due Diligence.</u> Buyer shall have ninety (90) days from execution of this Agreement to perform its due diligence on the Property. If within the 90-day period Buyer and Seller so agree in writing, then closing may occur sooner than 90 days from this Agreement's execution. Otherwise, closing shall occur on the 90<sup>th</sup> day following

execution of this Agreement (or upon the next business day if the 90<sup>th</sup> day falls on a weekend or holiday).

Upon request, Seller shall make available to Buyer for Buyer's inspection all documents in Seller's possession that pertain to the Property.

- **5. As Is. Where Is.** The Property shall be conveyed "as is, where is" without any implied or express warranties or conditions of fitness for any purpose. All structures on the Property shall be conveyed together with the land in the same or similar condition that such structures and land were in as of the date of execution of this Agreement.
- 6. <u>Interim Responsibilities of Seller</u>. Following execution of this Agreement, Seller shall maintain the Property in the same condition it was in as of such execution. Seller shall not be required to improve the Property, but at the same time Seller shall not allow the Property or any of the structures on the Property to be damaged or destroyed. Seller shall not enter into any leases, subleases or other agreements for the use of the Property. Seller shall not allow any liens, encumbrances, deeds of trust, mortgages or other obligations secured by the Property to be entered into or recorded against the Property.
- 7. <u>Conditions Precedent to Buyer's Obligation to Close</u>. Buyer's obligation to close the transaction referenced in this Agreement shall be subject to the following conditions precedent being either satisfied or waived by Buyer in writing prior to closing:
  - A. Buyer shall obtain financing for the purchase of the Property if financing is needed. Such financing shall be satisfactory to Buyer in Buyer's sole discretion.
  - B. Buyer shall have reasonable access to the Property and the right to inspect the Property.
  - C. Buyer understands that this agreement cannot be signed by the board chair until such time as the terms of the agreement have been published and the public has had an opportunity to comment. If the board determines that public comments require changes to the terms of the agreement or cancellation of the agreement, the board may modify the agreement with the consent of the buyer, or cancel the agreement without any liability to the buyer.
- **8.** Potentially Hazardous or Toxic Substances or Materials. Buyer acknowledges that the Property may contain hazardous or toxic substances or materials, including but not limited to asbestos, lead, petroleum, metals, and chemicals.
  - A. **Assumption of Risk.** Buyer is aware that exposure to hazardous or toxic substances can pose a serious health risk and that the removal, disposal or disturbance of these substances may require permitting or other authorization

from the Alaska Department of Environmental Conservation, or similar state or federal agency. BUYER HEREBY AGREES TO ASSUME THOSE RISKS and hold Seller harmless from any claims, demands, obligations, damages, liability, loss, attorney's fees, costs and judgements relating to any injury from such exposure to hazardous or toxic substances.

- B. Waiver and Release. Buyer for themselves, their heirs, executors, administrators and successors in interest, hereby waive, release and discharge Seller and its officers, agents, employees, successors and assigns from any liability of any nature, including liability for personal injury, property damage, physical destruction of the property and improvements, costs of repair, alterations, remodeling, remediation or renovation of the property, diminution in the value of the property by the actions of any governmental entity and any other thing whatsoever which may arise or result from the existence of asbestos or any other hazardous or toxic substance on or in the Property.
- **9.** Condemnation, Damage, or Destruction. In the event any structure on the Property is partially or completely condemned, or damaged, or In the event any structure on the Property is destroyed, then Buyer, at its option, may elect not to close the transaction.
- 10. <u>Closing Costs</u>. All closing costs shall be borne equally by Buyer and Seller, except that Seller shall purchase a standard owner's title Insurance policy and Buyer shall pay for any appraisal required by Buyer's lender. Buyer and Seller shall pay their own attorney fees and costs, if any, related to the transaction.
- 11. <u>Default.</u> If Buyer or Seller fail to close, other than for a condition precedent as specified In this Agreement, then such party shall be in default. Upon default, either party may seek an order of a court of competent jurisdiction to require the other party to perform, and may seek damages for breach.
- **12.** <u>Legal Costs and Fees.</u> In the event of a legal dispute arising out of this Agreement, all parties shall bear their own costs and attorney fees.
- 13. <u>Rule of Construction</u>. The parties agree that each of them has had an equal hand in negotiating and drafting this Agreement and they agree that the rule of construction against the drafting party does not apply to this Agreement.
- **14. Legal Counsel.** The parties have had a full and fair opportunity to consult legal counsel of their choosing, and by executing this Agreement the parties acknowledge that they have been encouraged to obtain legal advice with regard to this Agreement.
- **15.** <u>Acknowledgements</u>. The parties hereby warrant and agree that each of them is executing this Agreement only after carefully reading and considering each provision of this Agreement, with a full understanding of each such provision and with an intent to be bound by this Agreement.

- 16. <u>No Coercion or Duress</u>. Each of the parties acknowledges that this Agreement is being entered into voluntarily. Each of the parties warrants and agrees that each is under no duress, financial or otherwise, and that there has been no coercion of any type with regard to the execution of this Agreement.
- **17. Entire Agreement.** This Agreement expresses the entire agreement of the parties with regard to the subject matter hereof. All prior verbal and written agreements between the parties are hereby rendered null and void. This Agreement may be amended only by a writing executed by both parties.
- 18. <u>Choice of Law and Forum.</u> In the event of a dispute between the parties arising out of this Agreement, Alaska law shall apply. Venue shall be proper only in the state courts of Alaska in Anchorage, Alaska.
- **19. Notice.** Notices under this Agreement by one party to another shall be to the following addresses:

| If to Buyer:  |   |     |  |
|---------------|---|-----|--|
| If to Seller: | Director, Division of Agriculture<br>1800 Glenn Highway, Suite 12<br>Palmer, AK 99645 |     |  |
| DATED:        |   | By: |  |

| STATE OF ALASKA )   |  |
|---|--|
| THIRD JUDICIAL DISTRICT ) ss.   |  |
| undersigned a Notary Public in and for the sworn as such, personally appeared   | known to me to be the individual named and he acknowledged to me that he signed  |
| IN WITNESS WHEREOF, I have day of, 2016.  | hereunto set my hand and official seal this  |
|   | Notary Public in and for Alaska My commission expires:   |
| D.A.TED   | State of Alaska, Division of Agriculture   |
| DATED:  | By: Arthur Keyes, director   |
| STATE OF ALASKA ) ss.   |  |
| THIRD JUDICIAL DISTRICT )   |  |
| undersigned a Notary Public in and for the sworn as such, personally appeared <b>Arthu agriculture</b> , <b>Department of Natural Res</b> individual named herein who executed the me that he signed and sealed the same as h | r Keyes, director of the division of ources, State of Alaska, known to me to be the foregoing agreement and he acknowledged to |
|   | Notary Public in and for Alaska My commission expires:   |