

SAMPLE LAND DOCUMENTS

This chapter presents sample land documents (deeds, leases, and an easement agreement) that could be used to convey land or an interest in land.

The reader should note that after the first sample quitclaim deed, the sample documents which follow correspond to and could be used as a follow-up to the non-code ordinances provided as examples #1 through #5 in Chapter Six of this handbook.

Following are descriptions of the land documents contained in this section:

Quitclaim deed: This deed conveys whatever title a party has (if any) in real property to another party.

Lease contract: A lease is used to dispose of an interest in real property without transferring ownership of that property.

Easement agreement: An easement allows passage across real property without granting any other ownership rights in that property.

While many may request that the city provide a warranty deed or special warranty deed for a conveyance of land, it is recommended that the city issue only quitclaim deeds for such transfers. Many cities in rural Alaska do not have staff that have expertise in land title or land document preparation to determine if any interests besides the city's exist for a property. Unresolved, unrecorded or unknown land claims or interests in land frequently exist in rural Alaska communities. These interests may be superior claims than the city's interest in the land and may cause the city substantial liability if the city uses any warranty type transfer document. With a warranty deed the city guarantees that the

recipient or grantee of the deed has been provided with clear title and will as some documents are written “make the grantee whole” or cover any losses of the grantee should some land title problem arise. Better for the city to place the burden of title search on the grantee since the grantee is usually requesting the land from the city and may already have some sort of development budget from which to work from. A certificate to plat or a preliminary title report are both minimum “land title searches” that can be conducted by a title company prior to making the land transfer. In land transactions in urban Alaska these are nearly always conducted. The seller of the property often shares some of these expenses with the buyer and the buyer often (especially where financing is involved) obtains buyer's title insurance to protect against title defects that may arise. A danger that does exist for rural Alaska communities is that many of the land title policies are written so that the land title insurance does not cover certain land claims such as Native allotments, ANCSA 14(c) claims and unidentified easements such as RS 2477 and ANCSA 17(b). Because fewer land transfers occur in rural Alaska communities, the title companies do not specialize in these areas and tend to have numerous disclaimers if they do agree to do a title search. Unfortunately it is somewhat of a “buyers beware” market and those developers of land should conduct a certain level of research before acquiring and constructing. Additionally, the city should include with any transfer of land its own disclaimer that the transfer is subject to land transfers of record and valid existing rights.



“The following sample documents correspond to and could be used as a follow-up to the non-code ordinances provided as Examples 1-5 in Chapter Six of this handbook.”

QUITCLAIM DEED

THE GRANTOR, City of _____, a municipal corporation in the State of Alaska, pursuant to authorization of Ordinance _____ approved by the City Council on _____, 20____, for the sum of _____ and other valuable consideration, conveys and quitclaims to _____, all interest which it has, if any, in the following described property:

This transfer is subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date of transfer.

Date:

CITY OF _____

Mayor

STATE OF ALASKA)

)ss

_____, Judicial District.)

THIS IS TO CERTIFY that on this _____ day of _____ 20____ before me the undersigned a Notary Public for the State of Alaska personally appeared _____ known to me to be the Mayor for the City of _____, and executed the foregoing document upon acknowledging that his act was duly authorized by ordinance of the City Council for the City of _____.

WITNESS my hand and official seal this _____ day of _____ 20____
at _____, Alaska.

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

This sample deed was designed to be used with Example #1 from Chapter Six of this handbook for the disposal of municipal lands to settle claims of equitable interest on municipal lands.



QUITCLAIM DEED

THE GRANTOR, City of _____, a municipal corporation in the State of Alaska, pursuant to authorization of Ordinance _____ approved by the City Council on _____, 20 ____, for the sum of _____ and other valuable consideration, conveys and quitclaims to the GRANTEE, _____ all interest which it has in the following described property:

In the event the property described herein is not used for residential purposes for a period of _____ years following the date on this deed, the title to this property and the improvements thereon shall revert to the City of _____ at the City's option.

This transfer is subject to all valid existing rights, including easements, rights-of-way, reservataions, or other interests in land, in existence on the date of transfer.

Dated: _____ CITY OF _____

Mayor

STATE OF ALASKA)
)ss
_____, Judicial District.)

THIS IS TO CERTIFY that on this ____ day of _____ 20____ before me the undersigned a Notary Public for the State of Alaska personally appeared _____ known to me to be the Mayor for the City of _____, and executed the foregoing document upon acknowledging that his act was duly authorized by ordinance of the City Council for the City of _____.

WITNESS my hand and official seal this ____ day of _____ 20 ____ at _____, Alaska.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

This sample deed was designed to be used with Example #2 from Chapter Six of this handbook for the disposal of municipal land for residential development.

QUITCLAIM DEED

THE GRANTOR, City of _____, a municipal corporation in the State of Alaska, pursuant to authorization of Ordinance _____ approved by the City Council on _____, 20____, for the sum of _____ and other valuable consideration, conveys and quitclaims to the GRANTEE, _____ all interest which it has in the following described property:

In the event the property described herein is not used for residential purposes for a period of _____ years following the date on this deed, the title to this property and the improvements thereon shall revert to the City of _____ at the City's option.

The GRANTEE shall build, within _____ years of the date of this deed, a dwelling of at least _____ square feet upon the real property described herein. Furthermore, the GRANTEE shall also live within this dwelling. If these conditions are not met, the title to this property and the improvements thereon shall revert to the City of _____.

This transfer is subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date of transfer.

Dated:

CITY OF _____

Mayor

STATE OF ALASKA)
)ss
_____, Judicial District.)

THIS IS TO CERTIFY that on this ____ day of _____ 20____ before me the undersigned a Notary Public for the State of Alaska personally appeared _____ known to me to be the Mayor for the City of _____, and executed the foregoing document upon acknowledging that his act was duly authorized by ordinance of the City Council for the City of _____.

WITNESS my hand and official seal this ____ day of _____ 20 ____
at _____, Alaska.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

This sample deed was designed to be used with Example #3 from Chapter Six of this handbook for the disposal of municipal land to a housing authority for a public housing project.

QUITCLAIM DEED

THE GRANTOR, City of _____, a municipal corporation in the State of Alaska, pursuant to authorization of Ordinance _____ approved by the City Council on _____, 20____, for the sum of _____ and other valuable consideration, conveys and quitclaims to the GRANTEE, _____ all interest which it has in the following described property:

In the event the property described herein is not used for public housing purposes for a period of _____ years following the date on this deed, the title to this property and the improvements thereon shall revert to the City of _____ at the City's option.

This transfer is subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date of transfer.

Dated: _____ CITY OF _____

Mayor

STATE OF ALASKA)
)ss
_____, Judicial District.)

THIS IS TO CERTIFY that on this ____ day of _____ 20____ before me the undersigned a Notary Public for the State of Alaska personally appeared _____ known to me to be the Mayor for the City of _____, and executed the foregoing document upon acknowledging that his act was duly authorized by ordinance of the City Council for the City of _____.

WITNESS my hand and official seal this ____ day of _____ 20 ____
at _____, Alaska.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____



"A lease is used to dispose of an interest in real property without transferring ownership of property."

SAMPLE LEASE DOCUMENT LEASE CONTRACT

THIS lease, made this _____ day of _____, 20____ by and between the City of _____, a municipal corporation, hereinafter referred to as "City" and _____, herein called "Lessee".

City for and in consideration of the rent specified to be paid by Lessee, and the covenants and agreements made by the Lessee, hereby leases the following described property:

To have and to hold unto said Lessee on the following terms and conditions:

1. Term: The terms of this lease shall be _____ years beginning on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____, except as otherwise provided herein.

2. Rental: Lessee agrees to pay City as rent for the above described property the sum of _____ dollars (\$ _____) upon execution of this lease, and _____ dollars (\$ _____) on the _____ day of each and every month until the termination of this lease, without delay, deduction or default.

3. Purposes: Said property shall be used for _____ and for no other purpose whatsoever without the written consent of City.

4. Buildings and Improvement: Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit said premises for such use, and all buildings, fixtures and improvements of every kind or nature whatever installed by Lessee, shall remain the property of Lessee, who may remove the same upon the termination of the lease, provided, that such removal shall be done in such a manner as not to injure or damage the property; and provided further that should lessee fail to remove said buildings, fixtures or improvements as above provided, City at its option may require Lessee to remove the same. In the event that said Lessee shall fail to remove said buildings, fixtures and improvements after receipt to notice from City, City may remove the same and dispose of the same as it sees fit, and Lessee agrees to sell, assign, transfer and set over to City all of Lessee's right, title and interest in and to said buildings, fixtures, improvements and any personal property not removed by Lessee, for the sum of one dollar (\$1.00) Lessee further agrees that should City remove said buildings, fixtures and improvements as above provided, that Lessee will pay City upon demand, the cost of such removal, plus the cost of transportation and disposition thereof.

5. Taxes: Lessee shall pay any taxes and assessments upon personal property, buildings, fixtures and improvements belonging to Lessee and located upon the property, and all leasehold and possessory interest, taxes levied or assessed by any property taxing authority.

6. Repairs and Maintenance: Lessee represents that Lessee has inspected and examined the property and accepts the property in its present conditions and agrees that City shall not be required to make any improvements or repairs whatsoever in or upon the property or any part thereof; Lessee agrees to make any and all improvements and repairs at Lessee's sole cost and expense, and agrees to keep said properties safe and in good order and condition at all times during the term hereof, and upon expiration of this lease, or any earlier termination thereof, the Lessee will quit and surrender possession of said premise as quietly and peaceably and in good order and condition as the same was at the commencement of this lease, reasonable wear, tear and damage by the elements excepted; Lessee further agrees to lease the property, free from all nuisance and dangerous and defective conditions.

7. Assignment and Mortgage: Neither the property nor any portion thereof shall be sublet, nor shall this lease, or any interest therein, be assigned, or mortgaged by Lessee, and any attempted assignment, subletting, or mortgaging shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee.

In the event that Lessee shall become incompetent, bankrupt, or insolvent, or should a guardian, trustee, or receiver be appointed to administer Lessee's business affairs,



neither this lease nor any interest herein shall become an asset of such guardian, trustee or receiver, and in the event of the appointment of any such guardian, trustee, or receiver this lease shall immediately terminate and end.

8. Liability: Lessee shall save City harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of the property by Lessee, or his agents, or employees, or any other person using the property; Lessee agrees to deliver to City upon the execution of this lease, two executed copies of a continuing public liability and property damage insurance policy, satisfactory to City, indemnifying and holding City harmless against any and all claims, in the amount of _____ dollars (\$_____) for injury to anyone person, and _____ dollars (\$_____) for property damage, and shall keep the same in force during the term of this lease;

9. Denial of Warranty Concerning Title or Conditions: The Lessor makes no specific warranties, expressed or implied, concerning the title or condition of the land, including survey, access, or suitability for any use, including those uses authorized by this lease. The Lessee leases the land subject to any and all valid existing rights, covenants, terms, and conditions affecting the Lessor's title to the land in existence on the effective date of this lease.

10. Mechanics Liens: Lessee agrees that at least five (5) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation by any contractor, that Lessee will post and record, or cause to be posted and recorded as provided by law a notice of nonresponsibility on behalf of City, giving notice that City is not responsible for any work, labor or materials used or expended or to be used or expended on the property.

11. Termination by City: City may terminate this lease at any time if it should be determined by its City Council that public necessity and convenience requires it to do so, by serving upon Lessee in the manner herein provided a written notice of its election to so terminate, which notice shall be served at least _____ (____) days prior to the date in said notice for such termination.

12. Default: In the event that Lessee shall be in default of any rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by Lessee, then in that event, City may terminate and end this lease, forthwith, and City may enter upon said premises and remove all persons and property therefrom, and Lessee shall not be entitled to any money paid hereunder or any part thereof; in the event City shall bring a legal action to enforce any of the terms hereof or to obtain possession of the property by reason of any default of Lessee, or otherwise, Lessee agrees to pay City all costs of such action, including attorney's fees plus the sum of _____ dollars (\$_____).

13. Holding Over: In the event that Lessee shall hold over and remain in possession of the property with the written consent of the City Council such holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants and conditions as contained herein.

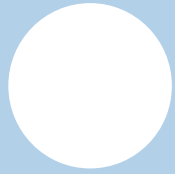
14. Notices: Any notices which are required hereunder or which either City or Lessee may desire to service upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Lessee at _____ or addressed to City at _____, _____ AK _____ attention Mayor.

15. Advance Rental: City acknowledges receipt of the sum of _____ dollars (\$_____), which shall be credited by City to the last month's installment of rent to become due hereunder.

16. Waiver: Waiver by City of any default in performance by Lessee of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. Compliance With Laws: Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the property or the use thereof.

18. City May Enter: Lessee agrees that City, its agents or employees, may enter upon the property at any time during the term or any extension hereof for the purposes of inspection, digging test holes, making surveys, taking measurements, and doing similar work necessary for the preparation of plans for the construction of buildings or



"An easement allows passage across real property without granting any other ownership rights to that property."

improvements on said premises, with the understanding that said work will be performed in such a manner as to cause minimal interference with the use of the property by Lessee.

19. Successors In Interest: All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest of Lessee herein.

20. Authority: This lease is entered into by the City pursuant to authority granted by Ordinance _____ passed and approved by the City Council of _____ on _____.

Dated: _____

Dated: _____

CITY OF LESSEE:

Mayor

ADDRESS:

STATE OF ALASKA)
)ss
_____, Judicial District.)

On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared _____ known to me to be the individual described in and who executed the foregoing instruments for the CITY OF _____ as Mayor, and acknowledged to me that s/he understood the contents of the instrument, was duly authorized to sign the instrument and did sign the instrument as a free and voluntary act for the uses and purposes therein described.

WITNESS my hand and official seal this _____ day of _____, 20____ at _____, Alaska.

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 20____, by and between the City of _____, (hereinafter called "Grantor"), and _____, (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantee desires the use of the property of Grantor as an Easement including the right to construct, operate and maintain

_____; and
WHEREAS, in consideration of _____ (\$.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor is willing to enter into an easement agreement for the use of the property subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Grantor hereby grants Grantee an easement to use the following described property:

(See attached property plan Appendix A)

The legal description may change to conform to a survey or surveys.
2. This Easement Agreement grants the right to construct, operate and maintain a _____ (hereinafter "Improvements") within the above described property. Grantee agrees to assume sole responsibility for the construction, operation and maintenance of said Improvements within the property. Grantee agrees to repair any damage to Grantor's property or Improvements occurring from Grantee's construction, operation or maintenance of said Improvements.
3. Only such rights are granted hereby as are necessary for construction, operation and maintenance of the Improvements. Grantor reserves the right to use the property in any manner and for any purpose not inconsistent with the aforesaid purpose and to relocate the Improvements at its sole cost and expense, if further development warrants such action.
4. Grantee agrees to defend, indemnify and hold harmless Grantor, its officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of Grantee, Grantee's officers, agents and employees, in connection with Grantee's construction, operation and maintenance of said Improvements and its use of or presence on the property.
5. This Easement Agreement shall automatically cease upon abandonment, herein defined as nonuse for any six (6) consecutive months, and all interests granted herein shall revert to grantor, or its successor, upon such abandonment.
6. All notices referred to in the Easement Agreement shall be sent to the respective parties at the address stated below:



GRANTEE

GRANTOR

City of _____

7. The rights granted to and duties assumed by Grantee under this Easement Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void.
8. This Easement Agreement may be amended from time to time, as may be necessary, by mutual consent of both parties; provided, however, that no amendment to the Easement Agreement shall be effective unless in writing and signed by both parties.
9. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.
10. Both parties represent and warrant that they have the authority to execute this Easement Agreement.

This transfer is subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date of transfer.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement to be effective on the day and year first above written.

GRANTEE

GRANTOR

 Mayor

Date: _____

Date: _____

Attachment
 Appendix A: Property Plan

ACKNOWLEDGMENT

STATE OF _____)
)ss
 _____ JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, known to me to be the Mayor for the City of _____, and who acknowledged to me that he executed the within Easement Agreement upon acknowledging that his act was duly authorized by ordinance of the City Council for the City of _____.

 Notary Public (or U.S. Postmaster)
 in and for the State of Alaska

My Commission Expires: _____