



Office of the Assessor  
155 South Seward Street  
Juneau, Alaska 99801

Petition for Review / Correction of Assessed Value Real Property	
Assessment Year	
Parcel ID Number	
Name of Applicant	
Email Address	

## 2023 Filing Deadline: Monday April 3rd, 2023

Please attach all supporting documentation

ASSESSOR'S FILES ARE PUBLIC INFORMATION – DOCUMENTS FILED WITH AN APPEAL BECOME PUBLIC INFORMATION

Parcel ID Number	1C070A110130		
Owner Name	Deborah A. Holbrook Solo 401K Trust		
Primary Phone #	(907) 723-6338	Email Address	debbyholbrook@gmail.com
Physical Address	229 N. Franklin Juneau AK 99801	Mailing Address	301 E. Third St. Juneau AK 99801
<b>Why are you appealing your value?</b> Check box and provide a detailed explanation below for your appeal to be valid.			
<input checked="" type="checkbox"/> My property value is excessive/overvalued <input type="checkbox"/> My property value is unequal to similar properties <input type="checkbox"/> My property was valued improperly/incorrectly <input type="checkbox"/> My property has been undervalued <input type="checkbox"/> My exemption(s) was not applied		<b>THE FOLLOWING ARE NOT GROUNDS FOR APPEAL</b> <ul style="list-style-type: none"> <li>Your taxes are too high</li> <li>Your value changed too much in one year.</li> <li>You can't afford the taxes</li> </ul>	
Provide specific reasons and provide evidence supporting the item(s) checked above:			
We purchased the property in early November 2022 for \$240,000. We immediately removed the encroaching enclosed porch and must replace roof and siding ASAP. The second floor has little headroom & is basically an attic space.			
Have you attached additional information or documentation?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Values on Assessment Notice:			
Site	\$ 186,000.	Building	\$ 195,900.
Total	\$ 301,900.		
Owner's Estimate of Value:			
Site	\$ 100,000.	Building	\$ 140,000.
Total	\$ 240,000.		
Purchase Price of Property:			
Price	\$ 240,000.	Purchase Date	11/1/2022
Has the property been listed for sale? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if yes complete next line) (just bought it)			
Listing Price	\$	Days on Market	
Was the property appraised by a licensed appraiser within the last year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if yes provide copy of appraisal)			
Certification: I hereby affirm that the foregoing information is true and correct, I understand that I bear the burden of proof and I must provide evidence supporting my appeal, and that I am the owner (or owner's authorized agent) of the property described above.			
Signature Deborah A. Holbrook, Trustee		Date 4/2/2023	

Contact Us: CBJ Assessors Office			
Phone/Fax	Email	Website	Address
Phone # (907) 586-5215 ext 4906 Fax # (907) 586-4520	Assessor.Office@juneau.gov attn: Mary	http://www.juneau.org/finance	155 South Seward St. Rm. 114 Juneau AK 99801

PARCEL #: \_\_\_\_\_ APPEAL #: \_\_\_\_\_ DATE FILED: \_\_\_\_\_

Appraiser to fill out			
Appraiser		Date of Review	
Comments:			
<b>Post Review Assessment</b>			
Site	\$	Building	\$
Exemptions		\$	
Total Taxable Value		\$	
<b>APPELLANT RESPONSE TO ACTION BY ASSESSOR</b>			
I hereby <input type="checkbox"/> Accept <input type="checkbox"/> Reject the following assessment valuation in the amount of \$ _____			
If rejected, appellant will be scheduled before the Board of Equalization and will be advised of the date & time to appear.			
Appellant's Signature _____		Date: _____	

Appellant Accept Value	<input type="checkbox"/> Yes	<input type="checkbox"/> No <i>(if no skip to Board of Equalization)</i>
Govern Updated	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Spreadsheet Updated	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Corrected Notice of Assessed Value Sent	<input type="checkbox"/> Yes	<input type="checkbox"/> No

BOARD OF EQUALIZATION	
Scheduled BOE Date	<input type="checkbox"/> Yes <input type="checkbox"/> No
10-Day Letter Sent	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Board of Equalization certifies its decision, based on the Findings of Fact and Conclusion of Law contained within the recorded hearing and record on appeal, and concludes that the appellant <input type="checkbox"/> Met <input type="checkbox"/> Did not meet the burden of proof that the assessment was unequal, excessive, improper or under/overvalued.	
Notes:	
Site	\$
Building	\$
Total	\$
Exemptions	\$
Total Taxable Value	\$

Contact Us: CBJ Assessors Office			
Phone/Fax	Email	Website	Address
Phone # (907) 586-5215 ext 4906 Fax # (907) 586-4520	Assessor.Office@juneau.gov	<a href="http://www.juneau.org/finance">http://www.juneau.org/finance</a>	155 South Seward St. Rm. 114 Juneau AK 99801

## **EARNEST MONEY AGREEMENT**

THIS AGREEMENT is entered into by and between RANDOL SHORT and TAIA YOUNG, formerly married but now single persons, whose mailing address is 1610 SW Athens Avenue, Pendleton OR 97801 (hereinafter called Sellers) and the DEBORAH A. HOLBROOK SOLO 401k TRUST, a Qualified Retirement Plan, whose address is 301 E. Third Street, Juneau, Alaska 99801 (hereinafter called Purchaser);

### **WITNESSETH**

**1. Purchase and Sale of Real Property.** Subject to the terms of this Agreement, Sellers agree to sell and Purchaser agrees to purchase the following described real property:

Fraction of Lot 8, Block 11, Townsite of Juneau, Juneau Recording District, First Judicial District, State of Alaska, more commonly referred to as 229 N. Franklin Street, Juneau, Alaska 99801;

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; and

SUBJECT TO reservations, restrictions, and easements of record.

**2. Purchase Price.** The total purchase price for the real property is Two Hundred Forty Thousand Dollars (\$240,000), payable as follows: Three Thousand Dollars (\$3,000) earnest money that has been paid by the Purchaser along with the signing of this Agreement, is being held in the Re/Max of Juneau Trust Account, and will be applied by the Sellers to the purchase price. Purchaser shall pay the Sellers the balance due of Two Hundred Thirty-Seven Thousand Dollars (\$237,000.00) at Closing.

**3. Personal Property.** Sellers agree that all drapes, curtains, window furnishings, fixtures, oil and propane tanks, kitchen appliances (including the refrigerator, stove, sink, dishwasher, range hood vent, and garbage disposal), sump pumps, bathroom appliances, washer, dryer, smoke detectors, carbon monoxide detectors, and lighting fixtures shall remain with the real property. Purchaser accepts the appliances in the "as is" state of repair and condition of cleanliness that existed during Purchaser's inspection on October 20, 2022.

**4. Title Report.** The Sellers obtained a preliminary commitment for title insurance in connection with a proposed sale to a different Purchaser and have provided a copy of that report to the undersigned Purchaser.

**5. Structural Condition of Premises.** Sellers represent that they have fully complied with their obligations under AS 34.70 et seq., entitled *Disclosures in Residential Real Property Transfers*. Purchaser acknowledges that it has received a copy of the Sellers' *State of Alaska Residential Real Property Transfer Disclosure Statement* and the Sellers' *Lead Based Paint Disclosure*. Purchaser waives its right to conduct

*Short/Young-Deborah Holbrook Solo 401k Trust  
Earnest Money Agreement*

further inspections or tests and accepts the real property in the condition represented by the Sellers in these disclosures.

**6. Closing Costs.** The Sellers shall pay for the cost of a *Preliminary Commitment for Title Insurance Report* and shall additionally pay the cost of obtaining *Owner's Title Insurance*. The Sellers and the Purchaser shall divide and equally pay for the recording fees and escrow costs associated with the Closing. The Sellers and the Purchaser shall each bear his, her, or its own attorney's fees, if any, incurred in connection with this Agreement and the Closing.

**7. Method of Conveyance and Closing.** Closing shall occur on or about October 31, 2022. Purchaser shall be given access to perform a walk-through of the real property immediately prior to the Closing. At Closing, Sellers shall deliver a statutory warranty deed conveying good and clear title to the Purchaser, subject only to the restrictions and easements of record. Sellers and Purchaser will prorate the 2022 taxes and insurance as of the Closing date. Purchaser will make arrangements for the electrical and water-sewer utilities to be transferred into Purchaser's name as of the Closing date. Sellers will pay the cost of keeping the real property heated through the date of Closing so as to avoid damage to the water, plumbing and sewer systems. Purchaser will not be charged for any oil, fuel or propane remaining in the tanks as of the date of Closing.

**8. Default Remedies.** If the Sellers are able to convey good and clear title and the Purchaser fails to consummate the sale, the earnest money shall be forfeited to the Sellers. If the Sellers are unable or refuse to convey good and clear title, or if the Sellers fail to comply with any of the terms of this agreement, the earnest money shall be returned to the Purchaser.

**9. Broker.** The Sellers have employed a real estate broker or agent in connection with this transaction. The Sellers agree to hold the Purchaser harmless from any claim against Purchaser for Sellers' broker or agency fees associated with this transaction.

**10. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

**11. Survival of Terms.** There are no verbal or other agreements between the parties that modify or alter the terms of this Agreement. The terms of this Agreement shall survive the closing.

DATED this \_\_\_\_ day of 10/20/2022 2022.

*Randol D. Short*

\_\_\_\_\_  
Randol Short, Seller  
1610 SW Athens Ave. Pendleton OR 97801

DATED this \_\_\_\_ day of 10/20/2022 2022.

Taia N. Young  
Taia Young, Seller  
1610 SW Athens Ave. Pendleton OR 97801

DATED this 19<sup>th</sup> day of October 2022.

DEBORAH A HOLBROOK SOLO 401k TRUST,  
PURCHASER

Deborah A Holbrook  
Deborah A Holbrook, Trustee  
301 E. 3<sup>rd</sup> Street  
Juneau, Alaska 99801

DEBORAH A HOLBROOK SOLO 401k TRUST,  
PURCHASER

O. Alexander Hoke  
Owen Alexander Hoke, Trustee  
301 E. 3<sup>rd</sup> Street  
Juneau, Alaska 99801



American Land Title Association

ALTA Settlement Statement – Buyer

Adopted 05-01-2015

File No.: 0231-4008970

First American Title Insurance Company

Printed: 10/27/2022, 11:28 AM

Officer/Escrow Officer: Jill Weyant/jw

8251 Glacier Hwy • Juneau, AK 99801

Phone: (907)789-5252 Fax: (907)789-7395

Settlement Location:

Estimated Settlement Statement



First American

8251 Glacier Hwy, Juneau, AK 99801

Property Address: 229 N Franklin Street, Juneau, AK 99801

Buyer: Deborah A. Holbrook Solo 401K Trust

Seller: Randol Douglas Short; Taia Young

Lender:

Settlement Date: 10/31/2022

Disbursement Date:

Description	Buyer	
	Debit	Credit
<b>Financial</b>		
Sale Price	240,000.00	
Deposit: Receipt No. 23117725 on 10/27/2022 by Deborah A. Holbrook Solo 401K Trust		237,764.03
Total Deposit/Earnest Money		3,000.00
<b>Prorations/Adjustments</b>		
County Taxes 10/31/22 to 12/31/22 @\$2,709.70/yr	460.28	
<b>Title Charges &amp; Escrow / Settlement Charges</b>		
Escrow/Closing Fee \$550.00 Sales Tax: \$27.50 to First American Title Insurance Company	288.75	
<b>Government Recording and Transfer Charges</b>		
Record Warranty Deed-First to Department of Natural Resources	15.00	
<b>Subtotals</b>	240,764.03	240,764.03
Due From/To Buyer		
<b>Totals</b>	240,764.03	240,764.03

Our wire instructions do not change. If you receive an email or other communication that appears to be from us and contains revised wiring instructions, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

#### Acknowledgement

We/I have carefully reviewed the Estimated ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction and further certify that I have received a copy of the Estimated ALTA Settlement Statement. This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of Escrow Settlement Statement. We/I authorize First American Title Insurance Company to cause the funds to be disbursed in accordance with the Final ALTA Settlement Statement to be provided to me/us at closing.

**Buyer(s):**

Deborah A. Holbrook Solo 401K Trust

DocuSigned by:

*Deborah A Holbrook*

493018C26000416...

Deborah A Holbrook, Trustee

DocuSigned by:

*Owen Alexander Hoke*

0C33C8B833247E...

Owen Alexander Hoke, Trustee

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Escrow Officer: Jill Weyant

### Cost Report - Residential

1349	Record	1	
Parcel Code Number	1C070A110130	Building Type	
Owner Name	DEBORAH A HOLBROOK SOLO 401K TRUST	Quality	3
Parcel Address	229 N FRANKLIN ST	Construction	Stud Frame
Effective Year Built	1990	Total Livable	1137
Year Built	1910	Style	1 1/2 Story Finished

Improvement	Description	Quantity	Unit Cost	Percent	+/-	Total
Base						
Exterior	Frame, Siding, Wood		109.00	100%		
Roof	Composition Shingle		3.03	100%		
Heating	Forced Air Furnace		0.00	100%		
Adjusted Base Cost		1,137	112.03			127,378
Basement Area						
Basement	Total Basement Area (SF)	246	35.50			8,733
Basement	Minimal Finish Area (SF)	246	9.85			2,423
<b>Total</b>						<b>11,156</b>

Exterior Improvement(s)						
Porch	Wood Deck (SF) with Roof	92	45.75			4,209
Porch	Enclosed Porch (SF), Solid Wall:	44	76.50			3,366
<b>Total</b>						<b>7,575</b>

Additional Feature(s)						
Feature	Fixture	7				12,600
<b>Total</b>						<b>12,600</b>

<b>Sub Total</b>	<b>158,709</b>
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Condition	Average					
Local Multiplier		1.22	[X]			193,625
Current Multiplier		1.14	[X]			220,733
Quality Adjustment			[X]			220,733
Neighborhood Multiplier			[X]			220,733
Depreciation - Physical		1.00 [X]	42.00	[-]		92,708
Depreciation - Functional				[-]		0
Depreciation - Economic				[-]		0
Percent Complete			100.00	[-]		128,025
Cost to Cure						
Neighborhood Adjustment			153	[X]		67,853

<b>Replacement Cost less Depreciation</b>	<b>195,878</b>
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7/25/00 per rtnd tax bill;  
 5/17/99 per rtnd po addr;  
 11/20/06 ChgMailAddrPerTreas;  
 11/5/7 PerStatWarrDeeddd10/3/7;  
 10/14/9ChgMailAddrPerUSPS/tlu;  
 2/4/10ChgMailAddrPerTreas /tlu;  
 4/1/10PerQuitclaimDeed2010-001310-0Rec3/16/2010/tlu;  
 03/23/12 Per area canvas; updated file, sketch and photo. dlp  
 9/25/12 - Parcel 1C070A110130 - Quit Claim Deed 2012-005702-0 REC 9/11/2012 from Randol Douglas Short (Grantor), to Randol Douglas Short and Taia Nicole Young (Grantees) / pplumb;  
 Reviewed, chg EYB 2010 to 2006, chg slab to EP and PU room count & bsmt sq ft. Valued as SV 110100 IV 143200 AV 253300.  
 Dora\_Prince - 2/29/2016 1:52:45 PM  
 12/09/2019 Canvass: photos, sketch = n/c, EYB 2009 -> 1990 per visit, roof failing/tarped, remove OR, update land value, revalue - GM  
 greg\_morris - 1/7/2020 3:31:29 PM

<b>Total Improvement Value</b>	<b>[Rounded]</b>	<b>\$195,900</b>
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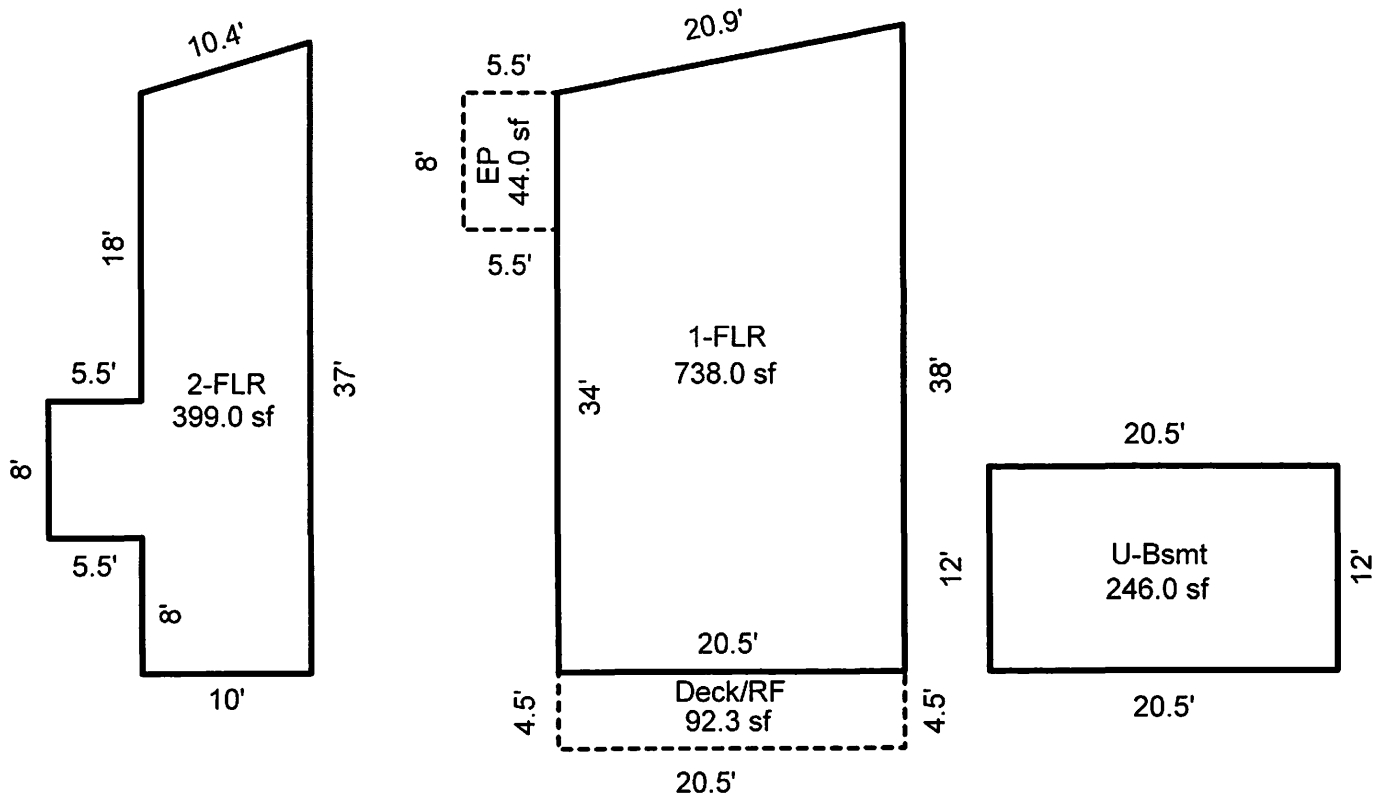


# SKETCH/AREA TABLE ADDENDUM

## SUBJECT INFO

File No.: \_\_\_\_\_ Parcel No.: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ ZipCode: \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Client: \_\_\_\_\_ Client Address: \_\_\_\_\_  
 Appraiser Name: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

## SKETCH



Sketch by ApexSketch

### AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA1	1-FLR	1.0	738.0	113.4	738.0
GLA2	2-FLR	1.0	399.0	102.4	399.0
BSMT2	U-Bsmt	1.0	246.0	65.0	246.0
P/P2	Deck/RF	1.0	92.3	50.0	92.3
P/P3	EP	1.0	44.0	27.0	44.0

### COMMENT TABLE 1

#### COMMENT TABLE 2

#### COMMENT TABLE 3

Net LIVABLE                      cnt                      2                      (rounded)                      1,137



# ALASKA REAL ESTATE COMMISSION CONSUMER DISCLOSURE

This Consumer Disclosure, as required by law, provides you with an outline of the duties of a real estate licensee (licensee). This document is not a contract. By signing this document you are simply acknowledging that you have read the information herein provided and understand the relationship between you, as a consumer, and a licensee. (AS 08.88.600 – 08.88.695)

There are different types of relationships between a consumer and a licensee. Following is a list of such relationships created by law:

## Specific Assistance

The licensee does not represent you. Rather the licensee is simply responding to your request for information. And, the licensee may "represent" another party in the transaction while providing you with specific assistance.

*Unless you and the licensee agree otherwise, information you provide the licensee is not confidential.*

Duties *owed* to a consumer by a licensee providing specific assistance include:

- a. Exercise of reasonable skill and care;
- b. Honest and good faith dealing;
- c. Timely presentation of all written communications;
- d. Disclosing all material information known by a licensee regarding the physical condition of a property; and
- e. Timely accounting of all money and property received by a licensee.

## Representation

The licensee represents only one consumer unless otherwise agreed to in writing by all consumers in a transaction.

Duties *owed* by a licensee when representing a consumer include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally take actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to a consumer;
- d. Advising a consumer to seek independent expert advice if a matter is outside the expertise of a licensee;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- f. Making a good faith and continuous effort to accomplish a consumer's real estate objective(s).

## Neutral Licensee

A neutral licensee is a licensee that provides specific assistance to both consumers in a real estate transaction but does not "represent" either consumer. A neutral licensee must, prior to providing specific assistance to such consumers, secure a Waiver of Right to be Represented (form 08-4212) signed by both consumers.

Duties *owed* by a neutral licensee include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally taking actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to both consumers for whom the licensee is providing specific assistance;
- d. If a matter is outside the expertise of a licensee, advise a consumer to seek independent expert advice;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- f. Not disclosing the terms or the amount of money a consumer is willing to pay or accept for a property if different than what a consumer has offered or accepted for a property.

If authorized by the consumers, the neutral licensee may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted, and suggest compromise solutions to assist consumers in reaching an agreement.

## Designated Licensee

In a real estate company, a broker may designate one licensee to represent or provide specific assistance to a consumer and another licensee in the same office to represent or provide specific assistance to another consumer in the same transaction.

**ACKNOWLEDGEMENT:**

I/We, Alexander Hoke & Debby Holbrook have read the information provided in this Alaska Real Estate  
(print consumer's name(s))

Consumer Disclosure and understand the different types of relationships I/we may have with a real estate licensee. I/We

understand that Debbie Lewis of Re/Max of Juneau  
(licensee name) (brokerage name)

will be working with me/us under the relationship(s) selected below.

(Initial)

Specific assistance without representation.

Representing the Seller/Lessor only. (may provide specific assistance to t Buyer/Lessee)

Representing the Buyer/Lessee only. (may provide specific assistance to Seller/Lessor)

Neutral Licensee. (must attach Waiver of Right to be Represented, form 08-4212)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Licensee) Debbie Lewis

Date: 10/10/22

Signature: Deborah A Holbrook  
(Consumer)

Date: 10/10/2022

Signature: Alexander Hoke  
(Consumer)

**THIS CONSUMER DISCLOSURE IS NOT A CONTRACT**



**First American Title Insurance Company**

8251 Glacier Hwy  
Juneau, AK 99801  
Phone: (907)789-5252 / Fax: (907)789-7395

PR: 0239

Ofc: 0239

**Invoice**

**To:** Martin McKeown  
3031 Clinton DR  
JUNEAU, AK 99801-8080

**Invoice No.:**  
**Date:** October 03, 2022

**Our File No.:** 0231-4003423  
**Title Officer:** Christopher Mack  
**Escrow:** Jill Weyant

Attention:

Your Reference No.:

**RE:** Property:  
229 N Franklin Street, Juneau, AK 99801

**Liability**  
**Owners:** \$ 240,000.00  
**Lenders:** \$ 0.00

**Buyers:** Harris Homes LLC  
**Sellers:** Randol D. Short, Taia N. Young

Description of Charge	Invoice Amount
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Service: Minimum Cancellation Fee	\$ 250.00
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<b>Invoice Total</b>	<b>\$ 250.00</b>
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The charges on this invoice are reflective of the minimum cost of production of the products or services provided and are due and payable within 30 days of the above date. Charges on this invoice may be fully credited towards the final policy premiums upon closing.

**Credit may be given if a future Policy is issued on the subject property within 2 years from the date of this invoice.**

Comments:

Thank you for your business!

*To assure proper credit, please send a copy of this Invoice and Payment to*  
First American Title Insurance Company  
Attn: Accounts Receivable Department



*First American*

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 0231-4003423

## COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### ***First American Title Insurance Company***

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Form 50003700 (8-23-18)	Page 3 of 11	ALTA Commitment for Title Insurance (8-1-16) Alaska
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*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 0231-4003423

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 8251 Glacier Hwy, Juneau, AK 99801

Issuing Office's ALTA® Registry ID: 1019196

Issuing Office File No.: 0231-4003423

Commitment No.: 0231-4003423

Property Address: 229 N Franklin Street, Juneau, AK 99801

Revision No.:

### SCHEDULE A

1. Commitment Date: **September 28, 2022 8:00 AM**
2. Policy (or Policies) to be issued:
  - (a) 2006 ALTA® Standard Owner's Policy  
 Proposed Insured: Harris Homes LLC  
 Proposed Policy Amount: \$240,000.00  
 Premium: \$1,002.00
3. The estate or interest in the Land described or referred to in this Commitment is

**Fee Simple**

4. The Title is, at the Commitment Date, vested in:

**Randol Douglas Short and Taia Nicole Young**

5. The Land is described as follows:

**A tract of land in Lot 8, Block 11, TOWNSITE OF JUNEAU, Juneau Recording District, First Judicial District, State of Alaska, described as:**

**Begin on the Southwest line of said lot at a point North 41° 17' West 20.00 feet from the South Corner of said lot, run thence North 60° 35' East 50.00 feet to the Northeast line of said lot; thence North 41° 17' West, on said Northeast line, 25.00 feet; thence South 60° 35' West 50.00 feet to said Southwest line; thence South 41° 17' East 25.00 feet to the point of beginning;**

**TOGETHER WITH an easement for walkway and maintenance of part of a building over the Southeast 3.00 feet of the property adjoining on the Northwest.**

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**First American Title Insurance Company**



Christopher Mack, Title Officer

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*First American*

## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 0231-4003423

#### SCHEDULE B, PART I

##### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Releases(s) or Reconveyance(s) of Item(s):
6.
  1. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the contemplated Power of Attorney form should be submitted for review prior to closing.
  2. The State of Alaska, Division of Insurance has issued its Order R92-1. The order in part, requires the immediate billing and collection of the minimum charge for this Commitment within 30 days of the first billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

#### NOTICE

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown on Section 2, Part 1, Paragraph 4 has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources. Public Information Center 550 W. 7th Avenue, Suite 1260, Anchorage, Alaska 99501 (907) 269-8400.

#### NOTICE

The attached plat, if any, is furnished as a courtesy only by First American Title Insurance Company, and is not part of Commitment or the Policy.

The plat is furnished solely for the purpose of assisting in locating the Land and does not purport to show all highways, roads or easements affecting the Land. No reliance should be placed upon this plat for location or dimensions of the Land and no liability is assumed for the correctness thereof.

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*First American*

## Schedule BI & BII (Cont.)

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 0231-4003423

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Rights of the state or federal government and/or the public in and to any portion of the Land for right of way as established by Federal Statute RS2477 (whether or not such rights are shown by recordings of maps in the Public Records by the State of Alaska showing the general location of these rights of way.)
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
8. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

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9. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
10. Taxes and/or Assessments due The City and Borough of Juneau for the year 2022. (Tax Information 907-586-5218):

Tax Account No.:	1C070A110130
Levied Amount:	\$2,709.70
Balance Due:	\$0.00
Due Date:	September 30th
Land Valuation:	\$96,300.00
Improvements:	\$160,300.00
Exemption(s):	0.00 None
Mill Levy:	10.560
Assessments:	No Unpaid Assessments Reported

11. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
12. Easement, including terms and provisions contained therein:  
 Recording Information: August 11, 1949 in Book 41 Page 415  
 In Favor of: property owners adjoining on the Northwest and Southeast  
 For: walkway
13. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
 Recording Information: August 11, 1949 in Book 41 Page 415

14. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor:	Randol D. Short and Michelle A. Short, husband and wife
Grantee/Beneficiary:	Alaska Pacific Bank
Trustee:	Title Insurance Agency
Amount:	\$150,000.00
Dated:	August 1, 2008
Recorded:	August 6, 2008
Recording Information:	Serial Number 2008-007693-0

15. Requirement that this Company be furnished with a copy of the Articles of Organization and Operating Agreement of Harris Homes LLC together with all amendments thereto, evidencing who has authority to sign on behalf of said entity. Upon review of said documents, further requirements may be made.

NOTE: If said entity does not have an Operating Agreement then ALL members will be required to sign on behalf of said entity.

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**Note: This Deed of Trust contains Line of Credit privileges.** If the current balance owing on said obligation is to be paid in full in the forthcoming transaction, confirmation should be made that the beneficiary will issue a proper request for full reconveyance.

16. The right, title and interest of the spouse of the vestee herein, if married, pursuant to Alaska Statute 34.15.010.

**NOTE: This Company will require the vestee's spouse join in the deed to be insured. If the property is not the marital domicile, it must be stated on the deed**

**Note: Our search of the 'public records' as defined in the Policy of Title Insurance to issue, discloses no matters against Harris Homes LLC.**

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## EARNEST MONEY AGREEMENT

THIS AGREEMENT is entered into by and between RANDOL SHORT and TAIA YOUNG, formerly married but now single persons, whose addresses are \_\_\_\_\_ and \_\_\_\_\_, respectively, (hereinafter called Sellers) and the DEBORAH A. HOLBROOK SOLO 401k TRUST, a Qualified Retirement Plan, whose address is 301 E. Third Street, Juneau, Alaska 99801 (hereinafter called Purchaser);

### WITNESSETH

**1. Purchase and Sale of Real Property.** Subject to the terms of this Agreement, Sellers agree to sell and Purchaser agrees to purchase the following described real property:

Fraction of Lot 8, Block 11, Townsite of Juneau, Juneau Recording District, First Judicial District, State of Alaska, more commonly referred to as 229 N. Franklin Street, Juneau, Alaska 99801;

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; and

SUBJECT TO reservations, restrictions, and easements of record.

**2. Purchase Price.** The total purchase price for the real property is Two Hundred Fifty-Nine Thousand Dollars (\$259,000), payable as follows: Three Thousand Dollars (\$3,000) earnest money that is being paid by the Purchaser along with the signing of this Agreement and will be applied by the Sellers to the purchase price. Purchaser shall pay the Sellers the balance due of Two Hundred Fifty-Six Thousand Dollars (\$256,000.00) at Closing.

**3. Personal Property.** Sellers agree that all drapes, curtains, window furnishings, fixtures, oil and propane tanks, furnace, kitchen appliances (refrigerator, stove, sink, dishwasher, range hood vent, garbage disposal), bathroom appliances, washer, dryer, smoke detectors, carbon monoxide detectors, and lighting fixtures shall remain with the real property. Sellers shall remove all other personal property, debris and trash from the real property prior to the Closing and shall leave the premises in a good state of repair and in a broom-swept and clean condition.

**4. Title Insurance.** The Sellers will obtain a preliminary commitment for title insurance report within ten (10) days of the signing of this Agreement. Purchaser will then have ten (10) days to review the report. If Purchaser cites dissatisfaction with the title report as grounds to avoid the purchase, Purchaser must indicate the relevant portion of the title report to the Sellers. Sellers shall then have a reasonable time to cure any title defect to the satisfaction of the Purchaser.

*Short/Young-Deborah Holbrook Solo 401k Trust  
Earnest Money Agreement*



5. **Structural Condition of Premises.** Sellers represent that they have fully complied with AS 34.70 et seq., entitled *Disclosures in Residential Real Property Transfers*. Purchaser shall have twenty-one days after the signing of this Agreement to have any experts inspect the real property and perform any desired tests.

6. **Closing Costs.** The Sellers shall pay for the cost of obtaining a Preliminary Commitment for Title Insurance Report and shall additionally pay the cost of obtaining Owner's Title Insurance if they wish to have such coverage. The Sellers and the Purchaser shall divide and equally pay for any recording fees or escrow costs associated with the Closing. The Sellers and the Purchaser shall each bear his, her, or its own attorney's fees, if any, incurred in connection with this Agreement and the Closing.

7. **Method of Conveyance and Closing.** Closing shall occur on or about November 21, 2022. Purchaser shall be given access to perform a walk-through of the real property prior to the Closing. At Closing, Sellers shall deliver a statutory warranty deed conveying good and clear title to the Purchaser, subject only to restrictions and easements of record. Sellers and Purchaser will prorate the 2022 taxes and insurance as of the Closing date. Purchaser will make arrangements for the electrical and water-sewer utilities to be transferred into Purchaser's name as of the Closing date. The Purchaser will not be obligated to pay the Sellers for the heating oil, fuel or propane remaining in the tanks on the premises as of the date of Closing.

8. **Default Remedies.** If the Sellers are able to convey good and clear title and the Purchaser fails to consummate the sale, the earnest money shall be forfeited to the Sellers. If the Sellers are unable to convey good and clear title, or if the Sellers are able to convey good and clear title but refuse to do so, the earnest money shall be returned to the Purchaser.

9. **Broker.** The Sellers have employed a real estate broker or agent in connection with this transaction. The Sellers agree to hold the Purchaser harmless from any claim against Purchaser for Sellers' broker or agency fees associated with this transaction.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

11. **Survival of Terms.** There are no verbal or other agreements between the parties that modify or alter the terms of this Agreement. The terms of this Agreement shall survive the closing.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Randol Short

Address: \_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Taia Young

Address: \_\_\_\_\_

DATED this 16<sup>th</sup> day of October, 2022.

DEBORAH A HOLBROOK SOLO 401k TRUST

Deborah A Holbrook  
Deborah A Holbrook, Trustee

DEBORAH A HOLBROOK SOLO 401k TRUST

O. Alexander Hoke  
Owen Alexander Hoke, Trustee

## EARNEST MONEY AGREEMENT

THIS AGREEMENT is entered into by and between RANDOL SHORT and TAIA YOUNG, formerly married but now single persons, whose addresses are \_\_\_\_\_ and \_\_\_\_\_, respectively, (hereinafter called Sellers) and the DEBORAH A. HOLBROOK SOLO 401k TRUST, a Qualified Retirement Plan, whose address is 301 E. Third Street, Juneau, Alaska 99801 (hereinafter called Purchaser);

### WITNESSETH

**1. Purchase and Sale of Real Property.** Subject to the terms of this Agreement, Sellers agree to sell and Purchaser agrees to purchase the following described real property:

Fraction of Lot 8, Block 11, Townsite of Juneau, Juneau Recording District, First Judicial District, State of Alaska, more commonly referred to as 229 N. Franklin Street, Juneau, Alaska 99801;

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; and

SUBJECT TO reservations, restrictions, and easements of record.

**2. Purchase Price.** The total purchase price for the real property is ~~Two Hundred Forty Thousand Dollars (\$240,000)~~, payable as follows: Three Thousand Dollars (\$3,000) earnest money that is being paid by the Purchaser along with the signing of this Agreement and will be applied by the Sellers to the purchase price. Purchaser shall pay the Sellers the balance due of Two Hundred Thirty-Seven Thousand Dollars (\$237,000.00) at Closing.

**3. Personal Property.** Sellers agree that all drapes, curtains, window furnishings, fixtures, oil and propane tanks, furnace, kitchen appliances (including refrigerator, stove, sink, dishwasher, range hood vent, garbage disposal), sump pumps, bathroom appliances, washer, dryer, smoke detectors, carbon monoxide detectors, and lighting fixtures shall remain with the real property. ~~Sellers shall leave the personal property and appliances in good working order at Closing. Sellers shall leave the premises in the same state of repair and condition of cleanliness that existed during Purchaser's inspection on October 9, 2022.~~

**4. Title Report.** The Sellers obtained a preliminary commitment for title insurance in connection with a proposed sale to Harris Homes LLC and have provided a copy of that report to the Purchaser.

**5. Structural Condition of Premises.** Sellers represent that they have fully complied with their obligations under AS 34.70 et seq., entitled *Disclosures in Residential Real Property Transfers*. ~~Purchaser acknowledges that it has received a copy~~

*Short/Young-Deborah Holbrook Solo 401k Trust  
Earnest Money Agreement*



of the Sellers' *State of Alaska Residential Real Property Transfer Disclosure Statement* and the Sellers' *Lead Based Paint Disclosure* and accepts the real property in the condition represented by the Sellers.

6. **Closing Costs.** The Sellers shall pay for the cost of a *Preliminary Commitment for Title Insurance Report* and shall additionally pay the cost of obtaining *Owner's Title Insurance* if they wish to have such coverage. The Sellers and the Purchaser shall divide and equally pay for the recording fees and escrow costs associated with the Closing. The Sellers and the Purchaser shall each bear his, her, or its own attorney's fees, if any, incurred in connection with this Agreement and the Closing.

7. **Method of Conveyance and Closing.** Closing shall occur on or about November 1, 2022. Purchaser shall be given access to perform a walk-through of the real property immediately prior to the Closing. At Closing, Sellers shall deliver a statutory warranty deed conveying good and clear title to the Purchaser, subject only to the restrictions and easements of record. Sellers and Purchaser will prorate the 2022 taxes and insurance as of the Closing date. Purchaser will make arrangements for the electrical and water-sewer utilities to be transferred into Purchaser's name as of the Closing date. Sellers will pay the cost of keeping the real property heated through the date of Closing so as to avoid damage to the water and sewer systems. Purchaser will not be charged for any oil, fuel or propane remaining in the tanks as of the date of Closing.

8. **Default Remedies.** If the Sellers are able to convey good and clear title and the Purchaser fails to consummate the sale, the earnest money shall be forfeited to the Sellers. If the Sellers are unable or refuse to convey good and clear title, or if the Sellers fail to comply with any of the terms of this agreement, the earnest money shall be returned to the Purchaser.

9. **Broker.** The Sellers have employed a real estate broker or agent in connection with this transaction. The Sellers agree to hold the Purchaser harmless from any claim against Purchaser for Sellers' broker or agency fees associated with this transaction.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

11. **Survival of Terms.** There are no verbal or other agreements between the parties that modify or alter the terms of this Agreement. The terms of this Agreement shall survive the closing.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Randol Short, Seller



Address: \_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Taia Young, Seller

Address: \_\_\_\_\_

DATED this 18<sup>th</sup> day of October, 2022.

DEBORAH A HOLBROOK SOLO 401k TRUST,  
PURCHASER

Deborah A Holbrook  
Deborah A Holbrook, Trustee  
301 E. 3<sup>rd</sup> Street  
Juneau, Alaska 99801

DEBORAH A HOLBROOK SOLO 401k TRUST,  
PURCHASER

O. Alexander Hoke  
Owen Alexander Hoke, Trustee  
301 E. 3<sup>rd</sup> Street  
Juneau, Alaska 99801

## EARNEST MONEY AGREEMENT

THIS AGREEMENT is entered into by and between RANDOL SHORT and TAIA YOUNG, formerly married but now single persons, whose mailing address is 1610 SW Athens Avenue, Pendleton OR 97801 (hereinafter called Sellers) and the DEBORAH A. HOLBROOK SOLO 401k TRUST, a Qualified Retirement Plan, whose address is 301 E. Third Street, Juneau, Alaska 99801 (hereinafter called Purchaser);

### WITNESSETH

**1. Purchase and Sale of Real Property.** Subject to the terms of this Agreement, Sellers agree to sell and Purchaser agrees to purchase the following described real property:

Fraction of Lot 8, Block 11, Townsite of Juneau, Juneau Recording District, First Judicial District, State of Alaska, more commonly referred to as 229 N. Franklin Street, Juneau, Alaska 99801;

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; and

SUBJECT TO reservations, restrictions, and easements of record.

**2. Purchase Price.** The total purchase price for the real property is **Two Hundred Forty Thousand Dollars (\$240,000)**, payable as follows: Three Thousand Dollars (\$3,000) earnest money that has been paid by the Purchaser along with the signing of this Agreement, is being held in the Re/Max of Juneau Trust Account, and will be applied by the Sellers to the purchase price. Purchaser shall pay the Sellers the balance due of Two Hundred Thirty-Seven Thousand Dollars (\$237,000.00) at Closing.

**3. Personal Property.** Sellers agree that all drapes, curtains, window furnishings, fixtures, oil and propane tanks, kitchen appliances (including the refrigerator, stove, sink, dishwasher, range hood vent, and garbage disposal), sump pumps, bathroom appliances, washer, dryer, smoke detectors, carbon monoxide detectors, and lighting fixtures shall remain with the real property. Purchaser accepts the appliances in the "as-is" state of repair and condition of cleanliness that existed during Purchaser's inspection on October 20, 2022.

**4. Title Report.** The Sellers obtained a preliminary commitment for title insurance in connection with a proposed sale to a different Purchaser and have provided a copy of that report to the undersigned Purchaser.

**5. Structural Condition of Premises.** Sellers represent that they have fully complied with their obligations under AS 34.70 et seq., entitled *Disclosures in Residential Real Property Transfers*. Purchaser acknowledges that it has received a copy of the Sellers' *State of Alaska Residential Real Property Transfer Disclosure Statement* and the Sellers' *Lead Based Paint Disclosure*. Purchaser waives its right to conduct

*Short/Young-Deborah Holbrook Solo 401k Trust  
Earnest Money Agreement*



further inspections or tests and accepts the real property in the condition represented by the Sellers in these disclosures.

**6. Closing Costs.** The Sellers shall pay for the cost of a *Preliminary Commitment for Title Insurance Report* and shall additionally pay the cost of obtaining *Owner's Title Insurance*. The Sellers and the Purchaser shall divide and equally pay for the recording fees and escrow costs associated with the Closing. The Sellers and the Purchaser shall each bear his, her, or its own attorney's fees, if any, incurred in connection with this Agreement and the Closing.

**7. Method of Conveyance and Closing.** Closing shall occur on or about October 31, 2022. Purchaser shall be given access to perform a walk-through of the real property immediately prior to the Closing. At Closing, Sellers shall deliver a statutory warranty deed conveying good and clear title to the Purchaser, subject only to the restrictions and easements of record. Sellers and Purchaser will prorate the 2022 taxes and insurance as of the Closing date. Purchaser will make arrangements for the electrical and water-sewer utilities to be transferred into Purchaser's name as of the Closing date. Sellers will pay the cost of keeping the real property heated through the date of Closing so as to avoid damage to the water, plumbing and sewer systems. Purchaser will not be charged for any oil, fuel or propane remaining in the tanks as of the date of Closing.

**8. Default Remedies.** If the Sellers are able to convey good and clear title and the Purchaser fails to consummate the sale, the earnest money shall be forfeited to the Sellers. If the Sellers are unable or refuse to convey good and clear title, or if the Sellers fail to comply with any of the terms of this agreement, the earnest money shall be returned to the Purchaser.

**9. Broker.** The Sellers have employed a real estate broker or agent in connection with this transaction. The Sellers agree to hold the Purchaser harmless from any claim against Purchaser for Sellers' broker or agency fees associated with this transaction.

**10. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

**11. Survival of Terms.** There are no verbal or other agreements between the parties that modify or alter the terms of this Agreement. The terms of this Agreement shall survive the closing.

DATED this \_\_\_\_ day of 10/20/2022 2022.

*Randol D. Short*

Randol Short, Seller

1610 SW Athens Ave. Pendleton OR 97801

2

*Short/Young-Deborah Holbrook Solo 401k Trust  
Earnest Money Agreement*

DATED this \_\_\_\_ day of 10/20/2022 2022.

Taia N. Young  
Taia Young, Seller  
1610 SW Athens Ave. Pendleton OR 97801

DATED this 19<sup>th</sup> day of October 2022.

DEBORAH A HOLBROOK SOLO 401k TRUST,  
PURCHASER

Deborah A Holbrook  
Deborah A Holbrook, Trustee  
301 E. 3<sup>rd</sup> Street  
Juneau, Alaska 99801

DEBORAH A HOLBROOK SOLO 401k TRUST,  
PURCHASER

O. Alexander Hoke  
Owen Alexander Hoke, Trustee  
301 E. 3<sup>rd</sup> Street  
Juneau, Alaska 99801

PARCEL #: 1C070A110130 APPEAL #: 0368 DATE FILED: 4/2/2023

**Appraiser to fill out**

Appraiser	Jacob Clark		Date of Review	5/16/2023
Comments: 5/16/2023 Appeal. 2014 listing photos. Chng 2nd fl GLA -> finished attic, chng quality 3 -> fair 2.5, chng EYB 1990 ->1996. Revalued. -JC 2023 Original Value: Site: \$106,000 Improvements: \$195,900 Total: \$301,900 2023 Proposed Value: Site: \$106,000 Improvements: \$150,800 Total: \$256,800 Appellant rejected proposal - BOE				
<b>Post Review Assessment</b>				
Site	\$106,000	Building	\$150,800	Total \$256,800
Exemptions	\$			
Total Taxable Value	\$256,800			
<b>APPELLANT RESPONSE TO ACTION BY ASSESSOR</b>				
I hereby <input type="checkbox"/> <b>Accept</b> <input checked="" type="checkbox"/> <b>Reject</b> the following assessment valuation in the amount of \$ <u>256,800</u> If rejected, appellant will be scheduled before the Board of Equalization and will be advised of the date & time to appear.				
Appellant's Signature _____			Date: <u>5/16/2023</u>	

Appellant Accept Value	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <i>(if no skip to Board of Equalization)</i>
Govern Updated	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Spreadsheet Updated	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Corrected Notice of Assessed Value Sent	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**BOARD OF EQUALIZATION**

Scheduled BOE Date	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
10-Day Letter Sent	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
The Board of Equalization certifies its decision, based on the Findings of Fact and Conclusion of Law contained within the recorded hearing and record on appeal, and concludes that the appellant <input type="checkbox"/> <b>Met</b> <input type="checkbox"/> <b>Did not meet</b> the burden of proof that the assessment was unequal, excessive, improper or under/overvalued.					
Notes:					
Site	\$	Building	\$	Total	\$
Exemptions	\$				
Total Taxable Value	\$				

**Contact Us: CBJ Assessors Office**

Phone/Fax	Email	Website	Address
Phone # (907) 586-5215 ext 4906 Fax # (907) 586-4520	Assessor.Office@juneau.gov	<a href="http://www.juneau.org/finance">http://www.juneau.org/finance</a>	155 South Seward St. Rm. 114 Juneau AK 99801