

PUBLIC OFFERING STATEMENT
OF
FALCON'S RIDGE, A PLANNED RESIDENTIAL /
RECREATIONAL COMMUNITY

THE DATE OF ISSUANCE OF THIS PUBLIC OFFERING STATEMENT (HEREINAFTER REFERRED TO AS "INITIAL PUBLIC OFFERING STATEMENT") IS FEBRUARY 17, 2006. THE INFORMATION CONTAINED HEREIN IS PROVIDED TO COMPLY WITH AS 34.08, THE UNIFORM COMMON INTEREST OWNERSHIP ACT.

1. NAMES AND ADDRESS:

A. DECLARANT

Falcons Ridge, LLC, an Alaskan Limited Liability Company
3940 Arctic Blvd., Suite 101
Anchorage, Alaska 99503

B. ASSOCIATION

Falcons Ridge Owners Association
3940 Arctic Boulevard, Suite 101
Anchorage, Alaska 99503-5711

Note: The Association Articles of Incorporation were filed with the Alaska Department of Commerce and Economic Development on April 20, 2005.

Community: Falcon's Ridge, a Planned Residential/Recreational Community, is a planned community form of common interest community. It will consist of residential lots developed from the real property hereinafter defined.

2. DEFINITIONS:

The following terms will be used in this Public Offering Statement:

The Alaska Common Interest Ownership Act (AS 34.08.101 *et.seq.*) will be referred to as the "Act."

Falcon's Ridge, a Planned Residential/Recreational Community will be referred to as the "Community" or as "Falcon's Ridge."

Falcon's Ridge Subdivision will be referred to as the "Subdivision."

Lots in the Subdivision will be referred to as "lots." Additional property may be added to the Community as provided in the Declaration and, if added, will also be referred to as lots or units or tracks.

Purchasers of lots in the Subdivision (and of lots or units added from additional property as provided in the Declaration only if added) will be referred to as "Purchasers."

Owners of lots in the Subdivision (and of lots or units added from additional property as provided in the Declaration only if added) will be referred to as "Property Owners."

Falcons Ridge Owners Association, Inc. will be referred to as the "Association."

3. GENERAL DESCRIPTION OF THE COMMON INTEREST COMMUNITY AND NUMBER OF LOTS IN THE PLANNED COMMUNITY

Falcon's Ridge is located in the Matanuska-Susitna Borough with some lots bordering on the Susitna River approximately 3 miles Northwest of the Sheep Creek Lodge (Milepost 88 of the George Parks Highway). Falcon's Ridge is planned to be a residential/recreational community with lots ranging from approximately 1.3 to 3 acres.

The size of Falcon's Ridge, as shown on the Plat (copy attached as Exhibit A) is approximately 141.5 acres, which is comprised of 77 lots. The Community does not include Tract A to the South of the lots at this time, although Owners of lots in FALCON'S RIDGE SUBDIVISION will each have an easement across Tract A to the Susitna River to launch boats when water conditions allow as well as the right to use a limited area for parking vehicles and trailers. A copy of such easement is attached hereto as Exhibit L. The area provided will be large enough to launch and park up to a total of four vehicles and small boat trailers. Tract A may be developed in the future with purchasers of lots, spaces or units on Tract A being provided access to Tract A across the private roads in Falcon's Ridge Subdivision, whether or not Tract A is added to the Falcon's Ridge Community. The Declarant may add property (hereinafter referred to as the "Additional Property") and common areas to Falcon's Ridge. The Additional Property is described as:

1. Tract A, FALCON'S RIDGE SUBDIVISION, as shown on Exhibit A;
2. The acreage between the westerly boundaries of Lots 7 through 13, Block 2, FALCON'S RIDGE SUBDIVISION and the Susitna River;
3. The 40 acres to the north of Lots 1 through 7, Block 2 and Lot 10, Block 4, FALCON'S RIDGE SUBDIVISION described as the South $\frac{1}{2}$ of Lots 3 and 4 and that portion of the South $\frac{1}{2}$ of Lot 2 which lies West of the Westerly right of way line

of the George Parks Highway, Section 6, Township 22North, Range 4 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska.

4. The 80 acres to the south of Tract A, FALCON'S RIDGE SUBDIVISION described as the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 22 North, Range 4 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska.
5. Lots 9 & 10, Block 5, Chandalar Subdivision, according to the official Plat No. 75-39 Records of the Palmer Recording District, Third Judicial District, State of Alaska.
6. Lot 3 & 4, Block 1, Lots 2 and 3, Block 2, and Lots 1 and 3, Block 3, Sheep Creek Acres, according to the official Plat No. 85-2, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

If any of the above Property is added, the number of lots (or lots, units and tracts) will increase, but the total maximum that will be developed in the Community is 200 lots, units, spaces or tracts.

4. DOCUMENTS:

The following documents are proposed to be applicable to Falcon's Ridge, A Planned Residential / Recreational Community at the date this public offering statement is issued, and are incorporated herein by reference.

A. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FALCON'S RIDGE AT THE BIG SU.

The Declaration for Falcon's Ridge, A Planned Residential / Recreational Community was recorded in the Palmer Recording District, Third Judicial District, State of Alaska on February 23, 2006 as Plat No. 2006-19. A copy of the Declaration is attached hereto as Exhibit B. The Act requires this Public Offering Statement to include a brief narrative description of the significant features of the Declaration. Because all of the terms in the Declaration are important, this description is only summary in nature and must not be relied upon in place of a careful reading of the actual language of the Declaration. Because any amendment or change to the Declaration requires a vote of the lot owners, the promises and restrictions contained therein are relatively permanent. The minimum contents of a Declaration are specified in AS 34.08.130(a) and those are contained in the Declaration. Certain terms are defined in Article I of the Declaration.

Falcon's Ridge, A Planned Residential / Recreational Community is a statutory creation. Although the principles governing a common interest community are derived from ancient common law, the regulatory and source of power of the Association (to be discussed below) are derived from the Act and the nonprofit corporation statutes of the State of Alaska.

The terms of the Declaration includes a description of the lots being purchased and sold, their location and general boundaries, the development rights of the Declarant, the conditions, covenants and restrictions encumbering the lots, the relationship of each lot to the Community and the relationship of the Property Owners to the Association.

The subdivision now has 77 lots with boundaries as shown on Exhibit A. Declarant may add thereto as provided for in Article II of the Declaration. The roads in the subdivision (Merlin Drive, Hawk Avenue, Gyrfalcon Drive, Kestrel Court and Kestrel Circle) are all private. Gates will be at the North end of Hawk Avenue between Lot 1, Block 2 and Lot 10, Block 4 and the South end of Hawk Avenue between Lot 1, Block 4 and Lot 5, Block 1. The Association may later connect S. Merlin Drive to E. Kid Drive and install a gate at Merlin Drive between Lot 1, Block 1 and Lot 28, Block 2 Falcon's Ridge. A fifteen foot wide non motorized private trail easement and utility easement run along the roads in the Falcon's Ridge Subdivision as shown on the Plat, a copy of which is attached hereto as Exhibit A. Future owners and users of Tract A or any part thereof may be granted use of some of the roads. There is granted to all Property Owners a nonexclusive easement across Tract A for access to the Susitna River, which includes the right to use the boat launch area to launch and retrieve boats. Declarant reserves the right to move or relocate all or part of the existing road across Tract A and locate or relocate the existing access between Lots 27 and 28 of Block 2 as Declarant may determine appropriate for the future development of Tract A. During certain times of each year, the water level of the Susitna River is too low to launch, retrieve or operate boats or use motor vehicles for such purposes at the boat launching area.

Easements, reservations and licenses, which affect the property, are described in Article II.

Article III of the Declaration describes the Association, which every Property Owner must be a member of. It is a non-profit corporation formed specifically for the stated purposes. Each Property Owner is bound by not only the terms of the Declaration but also the Bylaws of that Association. Copies of the Articles of Incorporation and Bylaws of the Association are attached as Exhibits C and D respectively. In general terms, the Association is governed by a board of directors, which is elected by the Property Owners.

Articles IV divides the common expense liability and votes equally between the lots. Article V of the Declaration empowers the Association to provide for common services like snow removal, road maintenance and maintenance of any common areas. The Association has the authority to make assessments against the owner(s) of each Lot and as a charge on the Lot itself for a defined share of those common expenses. Pursuant to the Initial Budget of the Association, which is discussed in Section 5 of this Public Offering Statement, the owner(s) of each lot is required to pay a monthly common expense assessment estimated to begin at \$15.00. This monthly assessment is subject to increase or decrease by the Association as determined by its board of directors and based on the location and benefits received by the lots.

Declarant has reserved the right to add property located (1) to the west of Lots 7 through 13, Block 2, FALCON'S RIDGE SUBDIVISION, (2) to the North of FALCON'S RIDGE SUBDIVISION; (3) Tract A, FALCON'S RIDGE SUBDIVISION (4) to the South of FALCON'S RIDGE SUBDIVISION (5) Chandalar Subdivision and (6) Sheep Creek Acres. If any of that property is added, the lots, tracts or units developed therefrom will be subject to assessment as well by the Association, although the amount may differ depending upon the use, nature and size of the lot, tract or unit.

Articles V and X of the Declaration grants authority to the Association to enforce the Declaration. This includes the power to collect all sums due, impose fines, special assessments and to bring legal proceedings. All Property Owners also have the right to bring legal proceedings to enforce compliance with the Declaration. The amount of the unpaid assessments and fines imposed by the Association can become liens against the lots.

Articles VI, VII and VIII of the Declaration describes the architectural controls and use restrictions on the lots within the Community and the maintenance obligations imposed upon the owners of lots. One significant feature is that use of the property is limited to residential. There are also limitations as to the type and number of structures that may be erected upon each lot and the type and number of vehicles that are permitted. YOU ARE URGED TO CAREFULLY READ THESE PROVISIONS BECAUSE THEY RESTRICT CERTAIN USES AND ACTIVITIES THAT ARE OTHERWISE LEGAL, BUT PROHIBITED IN THIS COMMUNITY. ANY ADDED PROPERTIES MAY HAVE THEIR OWN RESTRICTIONS AND CONTROLS.

Article IX of the Declaration describes the reserved rights of the DECLARANT including the right to add property complete improvements, maintain a sales office, put up signs, appoint officers of the Association during the Declarant Control Period, create lots, grant easements and add or remove property from the community.

B. ARTICLES OF INCORPORATION OF FALCONS RIDGE OWNERS ASSOCIATION, INC. attached hereto as Exhibit C.

C. BYLAWS OF FALCONS RIDGE OWNERS ASSOCIATION, INC. attached hereto as Exhibit D.

D. POWER AGREEMENT, attached hereto as Exhibit E.

E. EARNEST MONEY AGREEMENT attached hereto as Exhibit F.

F. FORM WARRANTY DEED, PROMISSORY NOTE and DEED OF TRUST, attached hereto as Exhibits G, H and I respectively. Additional closing documents or escrow instructions will be as agreed to between buyer and seller.

5. OPERATING BUDGET OF THE ASSOCIATION

The initial operating budget is attached as Exhibit J. It was prepared by Eugene H. Johnson whose mailing address is listed in Section 1 of this Public Offering Statement. This Initial Operating Budget includes certain line items and covers a one year period commencing from the date of the first conveyance of a lot in the Community to a Purchaser. The Initial Operating Budget has not been adjusted for inflation. Because all improvements are being constructed by Declarant (except the completion of the connection of S Merlin Drive and E Kid Drive and construction of a gate at that location, which will be an Association expense when that occurs), no reserves have yet been established. Maintenance of the roads, gates and trails, including the road through Tract A will become a common expense of the Association. The initial operating budget was prepared pursuant to AS 34.08.530(a)(5). If the budget for the Association is not sufficient to meet the expenses of the Association, the budget will have to be revised and a special assessment may be necessary. The Board of Directors of the Association, which is elected by the Members at their annual meeting, will be charged with the responsibility of adopting the budget and levying assessments. AS 34.08.460 requires that "surplus funds of the association remaining after payment of, or provision for, common expenses and prepayment of reserves must be paid to the unit owners in proportion to common expense liabilities or credited to them to reduce future common expense assessments."

6. SERVICES NOT INCLUDED IN COMMON EXPENSES:

The Declarant will provide no services that are not included in the Initial Operating Budget.

7. INITIAL OR SPECIAL FEES:

No initial or special fees shall be due from a Purchaser at closing. A purchaser shall only be responsible for his/her proportionate share of the common expense assessment per the Initial Operating Budget.

8. LIENS, DEFECTS OR ENCUMBRANCES:

Title to the property in Falcon's Ridge Subdivision and each lot therein is vested in the Declarant and subject to the exceptions to title described in Exhibit K. All such lots will be subject to other easements or licenses granted by the Declarant pursuant to Article IX of the Declaration developing such subdivisions.

9. FINANCING OFFERED BY DECLARANT:

The Declarant is willing to provide private financing to qualified purchasers at a rate of between nine and three-quarters percent (9.75%) per annum and the maximum rate of interest allowed by law, depending on the Declarant's sole discretion of the purchaser's credit and financial position. All financing will be in the form of a promissory note secured by a first deed of trust to the property. A copy of the form of promissory note is attached hereto as Exhibit H. A copy of the form of deed of trust is attached hereto as Exhibit I. Declarant reserves the right to rescind its willingness to provide financing at any time and in its sole discretion and to provide

financing for some purchasers and not for others. No Purchaser shall be required to obtain financing from the Declarant and Declarant has made no warranties as to whether or not lots within the Community will conform to the requirements for financing by AHFC, FNMA, FHLMC, FHA, VA or any other form of financing or financing program.

10. WARRANTIES AND LIMITATION OF WARRANTIES:

The only warranty offered by Declarant is the Warranty of Title as set forth in the form of Warranty Deed, a copy of which is attached hereto as Exhibit G. The Warranty of Quality per AS 34.08.640, to the extent applicable to lots, is expressly disclaimed to the fullest extent permitted by law.

11. PURCHASER'S RIGHT TO CANCEL:

A. Within fifteen (15) days after receipt of a Public Offering Statement, a Purchaser, before conveyance, may cancel any contract for the purchase of a lot from Declarant or any agents employed by Declarant pursuant to a written listing or employment agreement for that purpose.

B. A purchaser may cancel a contract under (a) of this section by hand delivering a notice of cancellation to the Declarant or by mailing notice of cancellation by prepaid United States mail to the Declarant or the agent or the offeror for service of process. Such cancellation is without penalty and each payment made by the Purchaser before cancellation must be promptly refunded to the Purchaser.

C. If the Declarant or other responsible party fails to provide a Public Offering Statement to a Purchaser before conveying a lot in the Community to that Purchaser, the Purchaser may recover from that Declarant or other responsible party ten percent (10%) of the sales price for the subject lot, ten percent (10%) of that Purchaser's share of the common expense liability for the subject lot and ten percent (10%) of any indebtedness of the Association encumbering the Planned Community (The Association has no such indebtedness).

D. Notwithstanding the above penalty provisions, a Purchaser who receives a Public Offering Statement more than fifteen (15) days before signing a contract to purchase a lot cannot cancel the contract or pursue the above penalties.

12. UNSATISFIED JUDGMENTS OR PENDING SUITS:

There are no unsatisfied judgments or pending suits against the Association or any suit material to the Community of which the Declarant has actual knowledge.

13. ESCROW DEPOSIT IN CONNECTION WITH PURCHASE:

Any deposit made in connection with the purchase of a lot in the Community from Declarant will be held in escrow until closing and will be returned to the prospective purchaser if

that purchaser cancels the contract under AS 34.08.580. The name and address of the escrow agent is as follows:

JB Investments, LLC
3940 Arctic Boulevard, Suite 101
Anchorage, AK 99503

The Declarant reserves the right in its sole discretion to change the escrow agent at any time.

14. RESTRAIN ON ALIENATION AND OTHER RESTRICTIONS:

Except for the "Due on Sale" clause in the Deed of Trust (Exhibit I), there are no restraints on the alienation (your ability to resell or mortgage, etc.) of any lot in the Community. Nor are there any restrictions on the amount for which a lot may be sold or the amount that may be received by a Property Owner on sale, condemnation, or casualty loss to the lot or to the Community.

Restrictions on the use and occupancy of all lots are set forth in Articles VI, VII and VIII of the Declaration. You should review these carefully. These restrictions may not apply to any added properties. Use restrictions will be provided by the Declarant on any added properties.

15. INSURANCE COVERAGE:

The Bylaws of the Association give the board of directors the specific power to acquire insurance and bonds as may be necessary to carry on the management of its duties including care and maintenance of the Common Areas of the Community. Property Owners are solely responsible for insuring improvements constructed upon their lots and obtaining individual liability insurance. **No insurance covering improvements, trees or any other thing of value located on lots or covering liability of property owners arising out of lot ownership or acts or omissions occurring on the lots is insured by the Association.**

16. FEES OR EXPENSES FOR USE OF COMMON AREAS:

The Association has not levied any fees for use of the common areas of the Community. Assessments for common expenses related to Limited Common Areas will be assessed against the lots benefiting therefrom as stated in the Declaration.

17. DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS:

The Declarant reserves all development rights and other special Declarant rights including but not limited to the following: (a) the right to complete or make improvements indicated on the Plats now existing or hereafter recorded, (b) the right to maintain sales offices, management offices and models on any of the common areas or on any lot, but only in a manner that does not unreasonably disturb Property Owners, (c) the right to maintain signs to advertise

the lots, (d) the right to use and permit others to use easements through the Common Areas as may be reasonably necessary, (e) the right to appoint or remove officers from the Association board of directors during the Declarant Control Period (as defined in the Declaration) consistent with the Act, (f) the right to exercise any Declarant development right including the right to add lots to the community (or tracts or units of similar or different uses with similar or different assessments based thereon) or withdraw property or to create additional or different lots or common areas within the boundaries of the Community, (g) the right to grant road, utility and drainage easements to utility companies, future owners of Tract A or other property added to the Community, the Matanuska-Susitna Borough or the State of Alaska.

Unless sooner terminated by a recorded instrument signed by the Declarant or its successors, any Special Declarant Rights or Development Rights may be exercised at any time, but not more than twenty-five (25) years after the recording of the Declaration.

18. FINANCIAL ARRANGEMENTS FOR THE COMPLETION OF IMPROVEMENTS:

Declarant has or will complete all improvements required by AS 34.08.690 and has adequate financial reserves for that purpose. A part of the purchase price will be escrowed at First National Bank Alaska or similar institution for purposes of funding the installation of a line / construction of related supporting facilities to bring electricity to the lots. The Agreement between Declarant and lot purchasers is attached hereto as Exhibit E and should be read carefully.

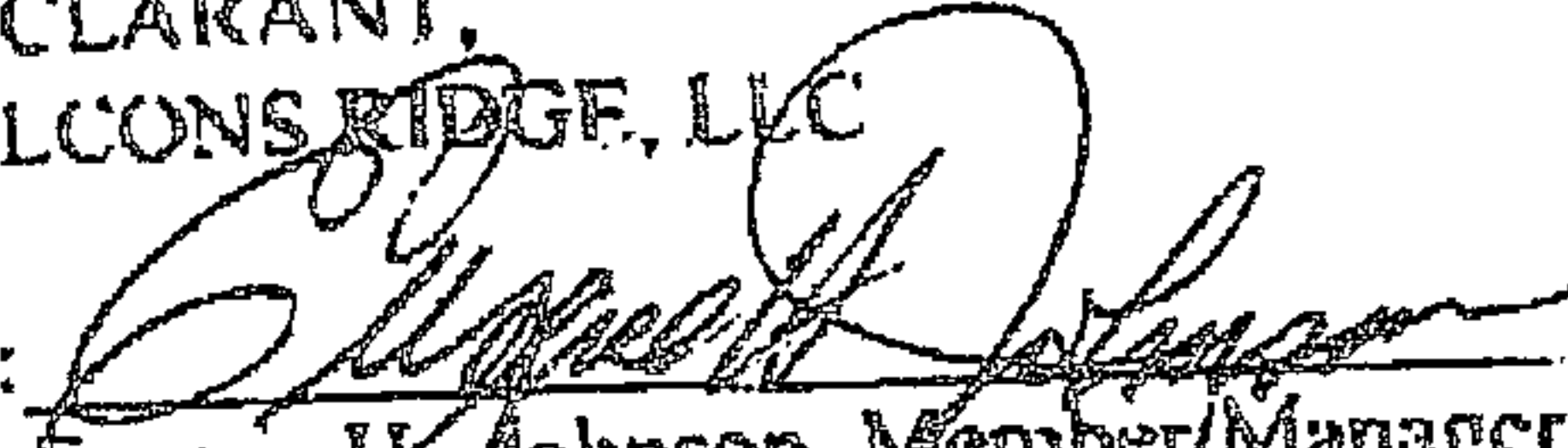
19. ZONING:

The land comprising the Community is subject to no zoning ordinances at this time. However, the law imposes certain use limitations and public easements on lots within a certain distance of the Susitna River and the Declaration limits the use of lots as stated above and in the Declaration.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD CAREFULLY REVIEW THE EXHIBITS TO THIS DOCUMENT AND SEEK COMPETENT ADVICE FROM INDEPENDENT COUNSEL.

DATED this 6th day of Feb., 2006.

DECLARANT,
FALCONS RIDGE, LLC

By: 
Eugene H. Johnson, Member/Manager
VALLEY VISIONS, LLC
Manager of Falcons Ridge, LLC

NOTES

- 1. THESE MAPS ARE PRELIMINARY STATE AND LOCAL REQUIREMENTS FOR THE DEVELOPMENT OF THE PROPERTY AND THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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- 9. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 10. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PLANNING & LAND USE DESIGNATION & ZONING

THE PROPERTY IS ZONED AS RURAL RESIDENTIAL (RR) AND THE PROPERTY IS SUBJECT TO THE RURAL RESIDENTIAL ZONING REGULATIONS OF THE MUNICIPALITY OF PALMER, ALASKA. THE PROPERTY IS ALSO SUBJECT TO THE RURAL RESIDENTIAL ZONING REGULATIONS OF THE STATE OF ALASKA. THE PROPERTY IS ALSO SUBJECT TO THE RURAL RESIDENTIAL ZONING REGULATIONS OF THE FEDERAL GOVERNMENT.

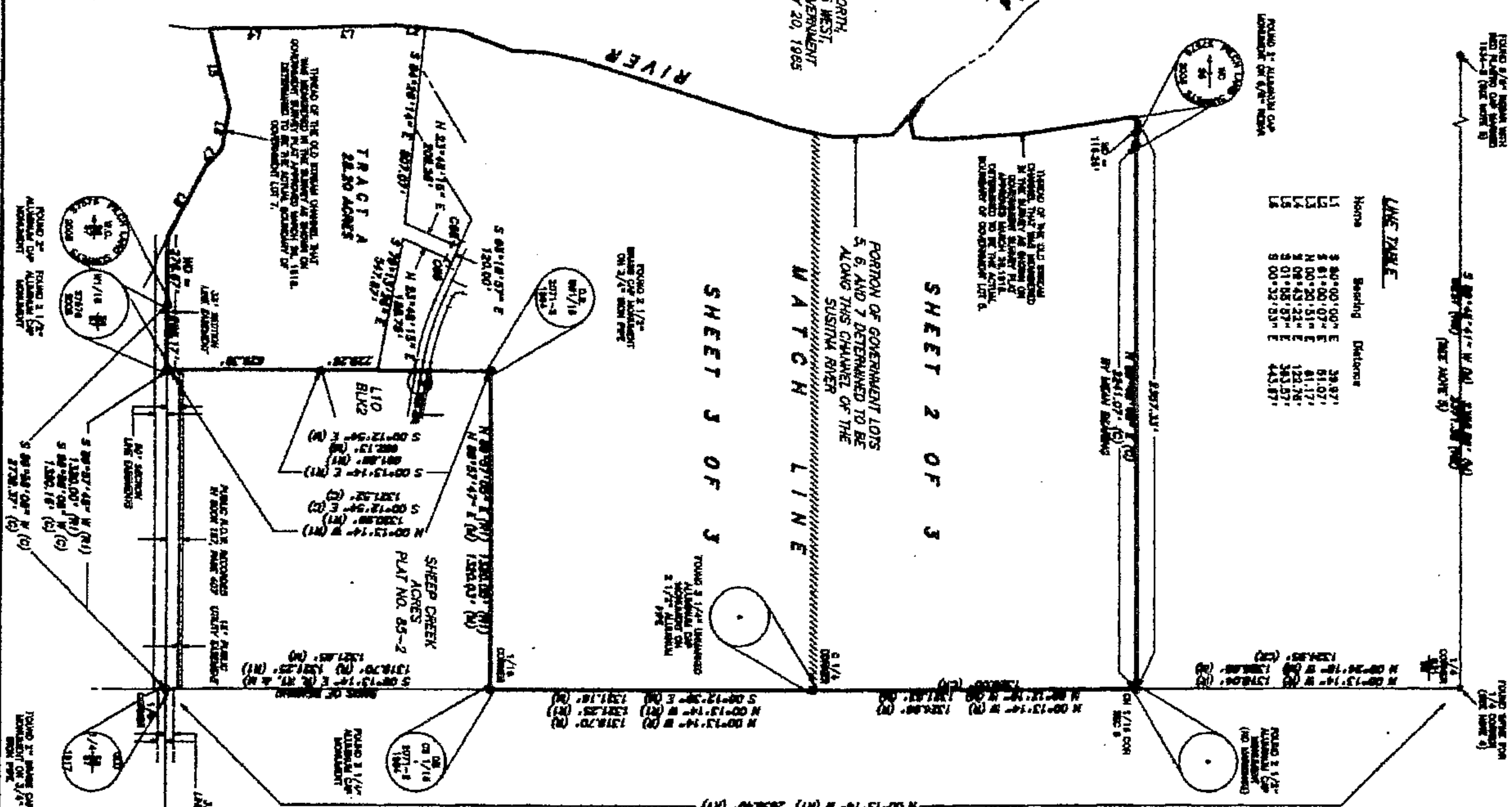


TRACT A NORTH
RANGES 4 AND 5 WEST
AS CREATED BY GOVERNMENT
PLATS ACCEPTED MAY 20, 1885

SUSTINA
(MOST EASTERN CHANNEL)

- LEGEND**
- FOUND 8/8" BEAM
 - FOUND 6" X 8" BEAM W/ YELLOW PLASTIC CAP MARKED BOD-5
 - (M) - RECORD VALUE PER CHAMBLAIN PLAT NO. 75-38
 - (M1) - RECORD VALUE PER BEED CHECK MARKS PLAT NO. 85-2
 - (U) - MARKED VALUE THIS SURVEY
 - (O) - CALCULATED VALUE
 - (M2) - RECORD VALUE PER CHAMBLAIN PROPERTY PLAT NO. 75-38
 - (M3) - CALCULATED VALUE PER GOVERNMENT PLAT APPROVED 03/24/1918

DATE: FEB. 22ND, 2006
DRAWN BY: MARY M. WAHLEY
REGISTERED LAND SURVEYOR

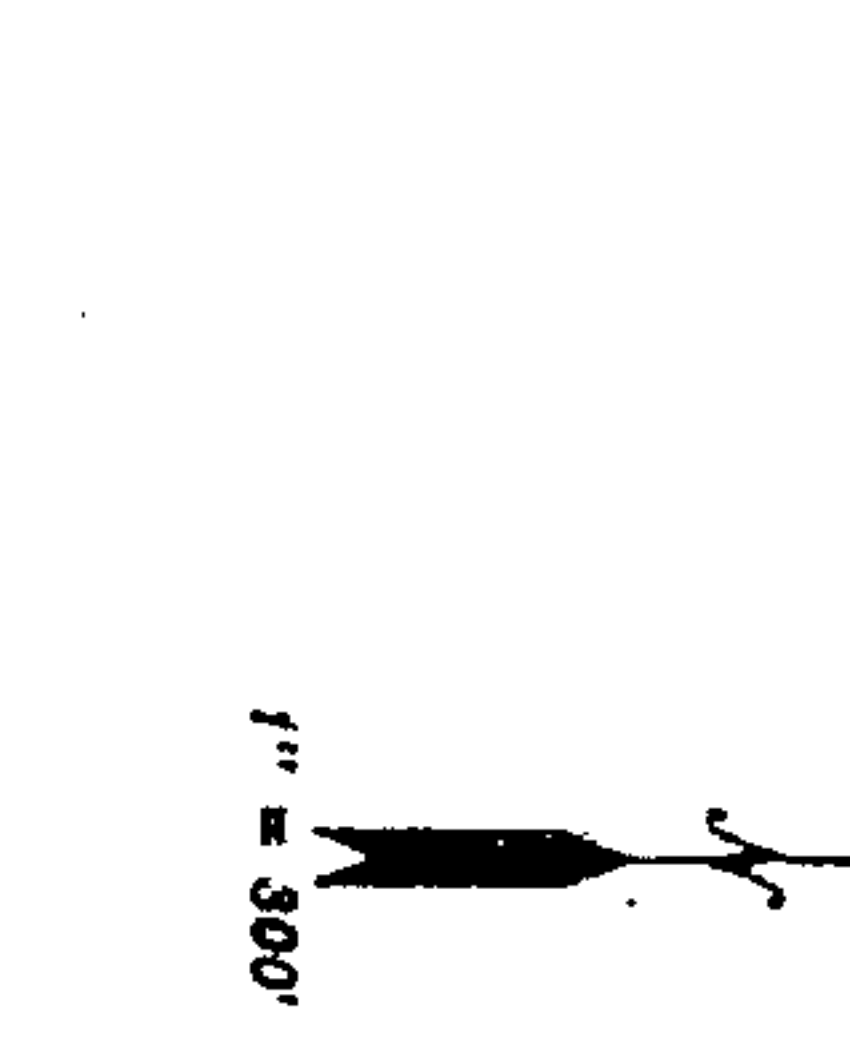


LINE TABLE

Name	Bearing	Distance
L1	S 80° 00' 00" E	39.97'
L2	S 81° 00' 00" E	81.07'
L3	N 00° 20' 51" E	81.17'
L4	S 08° 43' 24" E	123.78'
L5	S 01° 58' 07" E	143.87'
L6	S 00° 52' 03" E	423.87'

CURVE TABLE

Name	Bearing	Radius	Length	Bearing	Chord	Tangent
C1	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'
C2	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'
C3	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'
C4	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'
C5	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'
C6	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'
C7	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'
C8	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'
C9	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'
C10	13° 41' 03"	1000.00'	244.00'	N 73° 09' 28" W	246.42'	133.59'



PALMER 2006-19

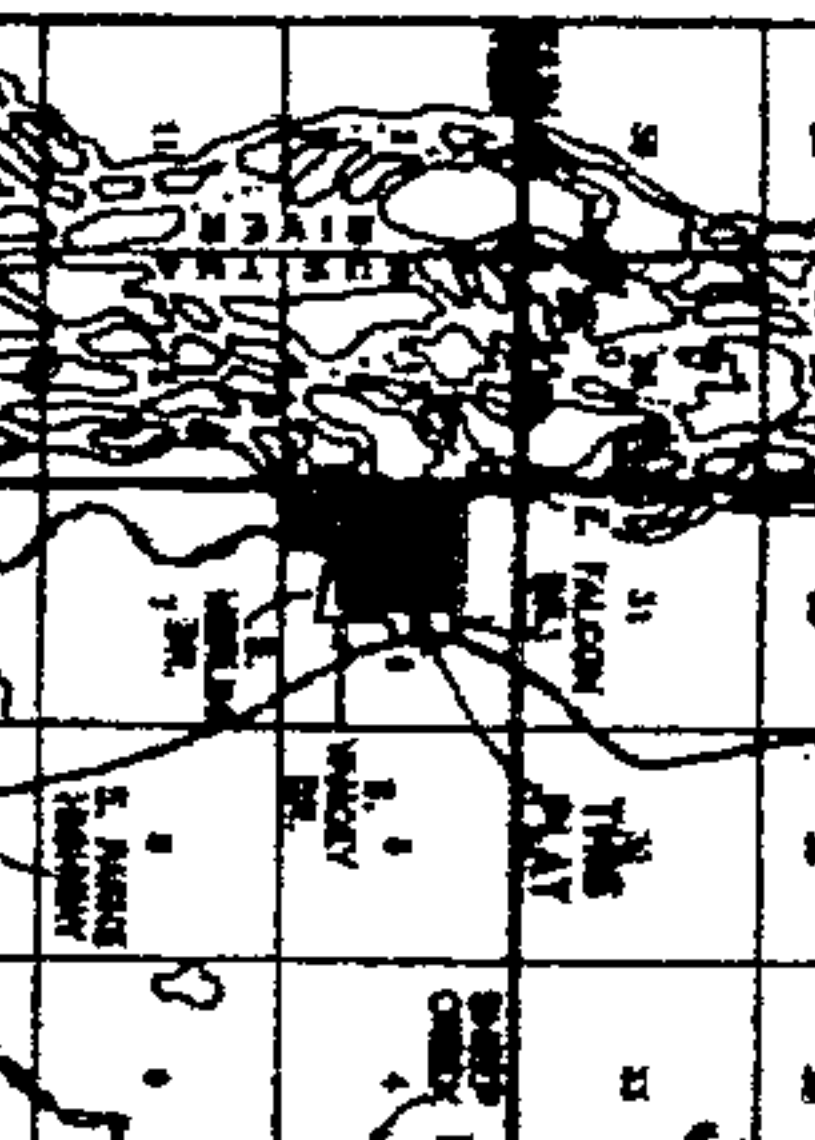
PALMER'S RIDGE
A SUBDIVISION OF THE
GOVT LOTS 8, 6, 7
THE SE 1/4 NW 1/4
AND THE NW 1/4 SW 1/4
LOCATED WITHIN:
SECTION 6, TOWNSHIP 22 NORTH, RANGE 4 WEST,
PALMER BOROUGH, PALMER, ALASKA 99644
OWNER:
GENERAL STORE
MAY W. DENNING, PALMER, ALASKA 99644
PHONE (907) 784-1110

CERTIFICATE OF COMPLETION
I, MARY M. WAHLEY, LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY AND PLATS SHOWN ON THESE MAPS WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALASKA SURVEYING ACT AND THE ALASKA SURVEYING REGULATIONS. THE SURVEY AND PLATS WERE MADE ON THE DATE SHOWN ON THESE MAPS.
DATE: 2-22-06

CERTIFICATE OF PAYMENT OF TAXES
I, MARY M. WAHLEY, LAND SURVEYOR, DO HEREBY CERTIFY THAT ALL CURRENT TAXES AND INTEREST ON THE PROPERTY SHOWN ON THESE MAPS HAVE BEEN PAID AS OF THE DATE SHOWN ON THESE MAPS.
DATE: 2-22-06

NOTARY ACKNOWLEDGEMENT
I, MARY M. WAHLEY, LAND SURVEYOR, DO HEREBY ACKNOWLEDGE THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF ALASKA.
DATE: 2-22-06

CERTIFICATE OF OWNERSHIP
I, MARY M. WAHLEY, LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY SHOWN ON THESE MAPS IS OWNED BY THE PERSONS SHOWN ON THESE MAPS.
DATE: 2-22-06

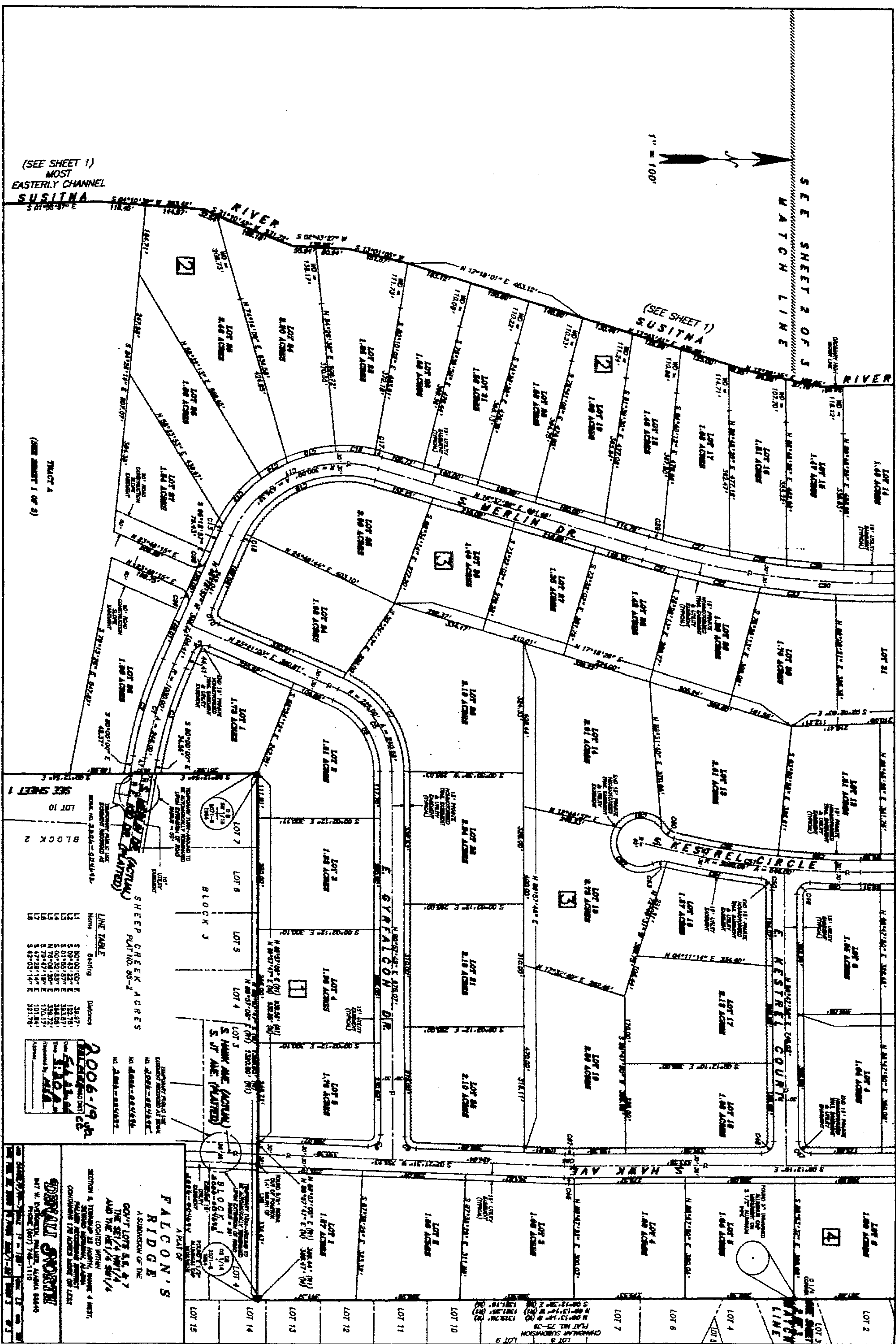




SEE SHEET 2 OF 3
MATCH LINE

(SEE SHEET 1)
MOST
EASTERLY CHANNEL
SUSITNA RIVER

(SEE SHEET 1)
SUSITNA RIVER



TRACT A
(SEE SHEET 1 OF 3)

SEE SHEET 1

LINE TABLE

Line	Bearing	Distance
1	S 80° 00' 00" E	34.97
2	S 01° 45' 12" E	132.75
3	S 00° 50' 15" E	344.55
4	N 78° 08' 10" E	339.72
5	S 79° 47' 18" E	170.17
6	S 72° 25' 14" E	101.84
7	S 82° 03' 14" E	321.78

2006-19
 THE STATE OF ALASKA
 DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF MINING
 M. 2006-000456
 M. 2006-000457
 M. 2006-000458
 M. 2006-000459

FALCON'S RIDGE
 A SUBDIVISION OF THE
 GOVT LOTS 4, 5, 6, 7
 THE SET 1/4 NW 1/4
 AND THE NE 1/4 SW 1/4
 LOCATED WITHIN
 SECTION 6, T14N, R14W, S14
 STATE OF ALASKA
 COUNTY OF DENALI
 CONTAINING 170 ACRES MORE OR LESS
 DENALI NORTH
 607 W. DENALI PARKWAY, ANCHORAGE, ALASKA 99503
 (907) 748-1110

PALMER 2006-19

AFFIDAVIT

(I)(We) hereby certify that (I)(We) hold the herein specified property interest in the property shown and described hereon and that (I)(We) hereby adopt this plan of subdivision by (my)(our) free consent(,)(s)(dedicate)(all right-of-way) (and public areas) (to the Matanuska-Susitna Borough) and (grant all easements to the use shown). (delete inapplicable phrases)

SE 1/4 NW 1/4 and the NE 1/4 SW 1/4
Gov't Lots 5, 6 & 7, Section 6, T22N, R4W, S.M.AK
Current Legal Description or
Book & Page of Document

Falcon's Ridge Subdivision
Proposed Subdivision Name or
Public Use Easement

Jeffery A. Johnson
(Signature)

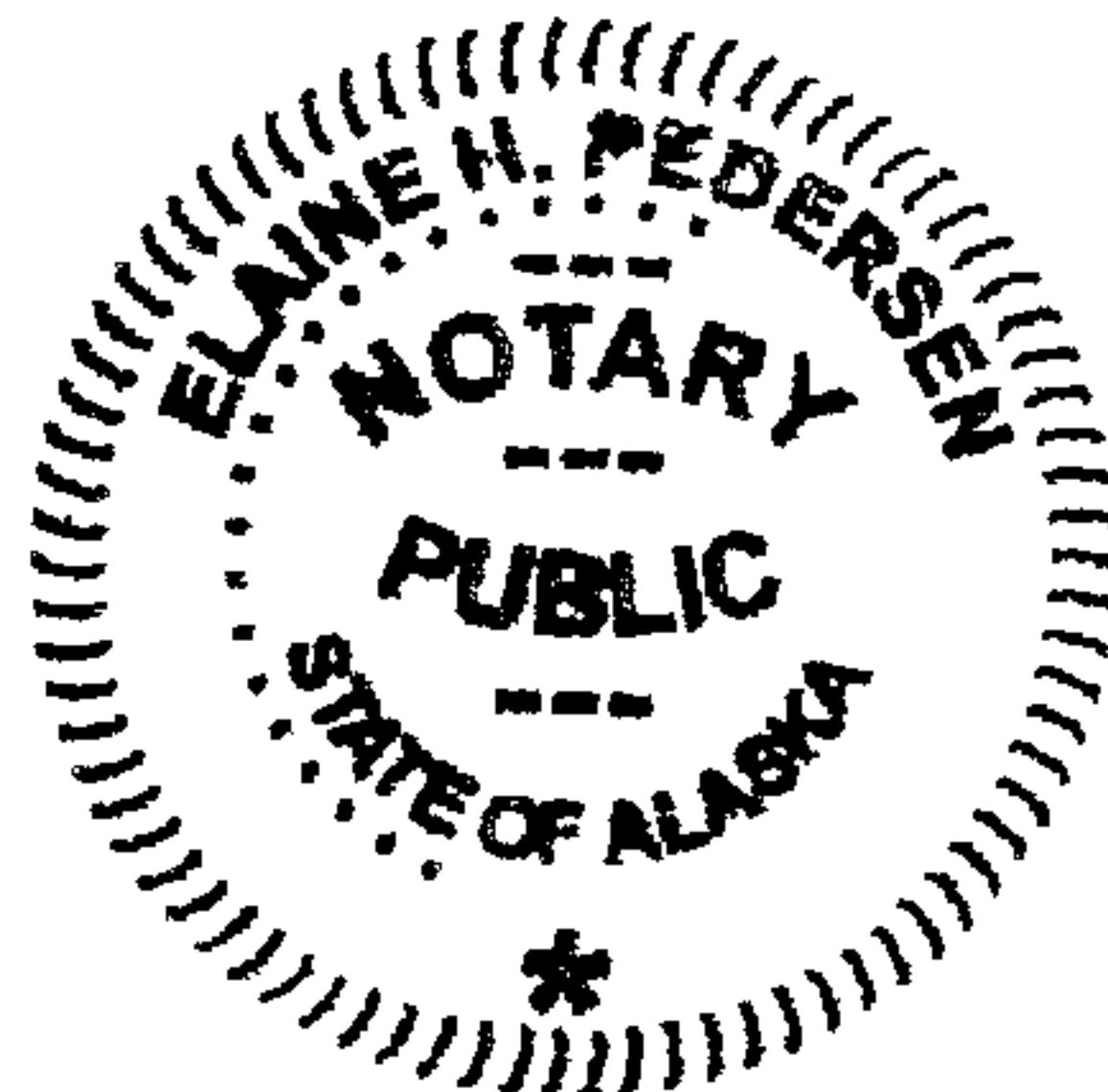
Owner
Interest in property

Jeffery A. Johnson Representative's Name
Authorized Representative Representative's Title
Falcon's Ridge, LLC
3940 Arctic Blvd., Suite 101, Anch., AK 99503
Address

NOTARY CERTIFICATION

State of Alaska)
Third Judicial District)ss

SUBSCRIBED and SWORN to (or affirmed) before me this 14th day of February,
2006, by JEFFERY A. JOHNSON
(year) (name of signer(s))



Elaine H. Pedersen
(signature and seal of notary)
My Commission expires: 8/9/2008

