

CLERK'S OFFICE

APPROVED

Date: 4/23/02

Submitted by: Assembly Chair at the request of
the Mayor

Prepared by: Real Estate Services

For Reading: APRIL 9, 2002

ANCHORAGE, ALASKA

AO NO. 2002- 66

AN ORDINANCE OF THE MUNICIPALITY OF ANCHORAGE APPROVING DISPOSAL OF
THE MUNICIPALITY'S INTEREST IN LOTS 1C AND 1D, BLOCK 1, EASTOWN SUBDIVISION
TO ROBERT W. KUCZEK AND EVAN ROWLAND.

WHEREAS, in December, 1994, Robert W. Kuczek and Evan Rowland donated Tract A, Eastown
Subdivision to the Municipality for park use; and

WHEREAS, the Donation Agreement, attached as Exhibit A, provided for a small portion in the
northeast corner of Tract A to be re-platted and deeded back to Mr. Kuczek and Mr. Rowland at a later
date; and


WHEREAS, this re-plat (see attached Exhibit B) has been accomplished; now therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:


Section 1. The Municipality of Anchorage is authorized to quitclaim its interest in Lots 1C and 1D,
Block 1, Eastown Subdivision (Plat 99-8) to Robert W. Kuczek and Evan Rowland.

Section 2. This ordinance shall take effect immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 23rd day of April,
2002.


Chairman of the Assembly

ATTEST:


Municipal Clerk

12/1/94

BAXTER BOG PROPERTY DONATION
PR-1-94/VDC
007-183-85

MUNICIPALITY OF ANCHORAGE

AGREEMENT FOR THE DONATION OF REAL PROPERTY

This agreement, made this 21st day of December, 1994, is between EVAN ROWLAND, an unmarried man, as to an undivided 2/3 interest and ROBERT KUCZER, an unmarried man, as to an undivided 1/3 interest, as Tenants in Common, an estate in fee simple, herein referred to as "Seller", whose mailing address is 3605 Arctic Boulevard, #2559, Anchorage, Alaska 99503-5789, and ANCHORAGE, an Alaska municipal corporation, hereinafter referred to as the "Purchaser," whose mailing address is P.O. Box 196650, Anchorage, Alaska 99519-6650.

For and in consideration of the mutual promises set forth below, Seller and Purchaser agree as follows:

1. Donation of Real Property for Park Purposes. The Seller shall donate to the Purchaser, and the Purchaser shall accept as a donation from the Seller, that certain real property, hereinafter referred to as the "Property," more particularly described as:

Tract A, Eastown Subdivision, according to Plat 84-283, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

subject to taxes and assessments for the sale year not in default and reservations, restrictions and easements of record.

It is the Seller's intent that the Property, less a certain approximately 0.3 acre site in the northeast corner which the Seller may subdivide in 1995, shall be used for park purposes. It is the Purchaser's intent to utilize the Property, less the approximately 0.3 acre site which may be subdivided in 1995, for park purposes.

2. Value of the Property. The total purchase price for the Property shall be the sum of Zero Dollars (\$0.00). It is agreed that the donated value of the Property, based upon an independent fee appraisal prepared by Appraisal Associates of Alaska on July 1, 1994, less the approximately 0.3 acre site which may be conveyed to the Seller in 1995, is \$87,550.

3. Release From Damage Claims. The purchase price set forth above includes all compensation which may be due the Seller in connection with Purchaser's acquisition of the Property including, but not limited to, payment for damages to the real property retained by Seller, lost profits, and depreciation to personal property. Upon payment of the purchase price as hereafter provided, Seller shall be deemed to have released and discharged Purchaser from any and all such claims for compensation.

Exhibit A

4. Condition Precedent: Title Insurance. At closing, Seller shall quitclaim marketable title to the Property to the Purchaser subject only to covenants and easements of record, none of which affect the marketability of the Seller's title. Purchaser may obtain a policy of title insurance insuring the title of the Purchaser in the full amount of the donation value, and the premium for said policy shall be paid by the Purchaser.

5. No Broker or Liens. The Seller represents Seller has not contracted with a real estate agent or broker for a commission arising out of this transaction. The Seller represents that no general or specialty contractors, laborers, materialmen, or suppliers have furnished materials to, or performed labor upon, the Property since the time it was conveyed to Seller and that there are no known liens or claims against the Property at the time of closing.

6. Leases. Seller represents that Seller has not granted to any persons or entities oral or written leaseholds or other possessory interest in the Property.

7. Closing. The closing shall occur in 1994.

8. Escrow. This transaction shall be placed in escrow with an escrow agent of Purchaser's choice. A copy of this agreement shall be deposited with the escrow agent by Purchaser, which agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event said standard conditions are inconsistent or in conflict with the terms of this agreement, then this agreement shall control as between Seller and Purchaser.

9. Obligations at Closing. At closing:

(a) The Seller shall execute and deliver to the escrow agent a quitclaim deed conveying the Property to the Purchaser.

(b) All other conditions precedent to closing shall have been performed.

10. Closing Costs. Each party shall pay their own legal fees outside of escrow. All other closing costs including costs of the preparation and recordation of documents required for closing shall be borne by Purchaser.

11. Possession. Seller shall deliver possession of the Property to the Purchaser as of the date of closing. Any personal property left on the Property after transfer of possession shall be deemed abandoned by the Seller.

12. Risk of Loss. Risk of loss due to fire, earthquake, acts of God, or other calamity shall rest on the Seller until closing

and the Purchaser has the option to rescind this agreement if such event shall occur or close the transaction as provided hereafter. If the Purchaser chooses to proceed with the closing, the Seller agrees to reduce the total purchase price and the amounts due to the Seller at closing by the amount of the loss. Such loss shall be determined in accordance with such reasonable methods of valuation as may be agreed upon between the parties at the time of such loss.

13. Authority. Seller acknowledges that this agreement has been negotiated and executed by representatives of Purchaser in the good faith belief that such actions and this agreement are in accordance with the laws and ordinances affecting municipal acquisition of property.

Seller, however, assumes the risk of the failure of this agreement, or any term or conditions thereof, to comport with any law or ordinance affecting the acquisition of property by Purchaser. In the event this agreement has not been authorized at the time of its execution by representatives of Anchorage, it shall be interpreted as an exclusive option to purchase in accordance with the terms hereof which option may be exercised by approval of this agreement by the Municipal Assembly within the period allowed for closing hereof.

14. Default by Seller. If the Seller shall be unable to deliver a marketable title to the Property, the Purchaser has the option of either (a) closing the transaction notwithstanding such state of title or (b) if the Seller fails within 120 days after the date of execution of this agreement to deliver marketable title, terminate this agreement without any further obligations on the Purchaser's part.

15. Default by Purchaser. In the event of default by Purchaser hereunder, Seller shall have all rights and remedies at law or equity, including, but not limited to, the right to obtain specific performance of this agreement.

16. Hazardous Wastes/Materials. Seller represents that to the best of Seller's knowledge:

(a) During the time Seller has owned the Property the Seller has caused no event that may constitute noncompliance with any environmental law, regulation, rule or requirement upon the giving of notice and/or passing of time.

(b) No actions, suits, claims or other proceedings have commenced either regarding the disposal, discharge or release of hazardous material at or from the Property or alleging a violation or noncompliance with any environmental law.

(c) Seller has not had insurance coverage denied or cancelled on account of hazardous material at the Property.

17. Option to Subdivide the Property. The Seller is donating the entire six acre parcel, Tract A, Eastown Subdivision, in 1994 and intends to subdivide the Property in 1995 so that the Purchaser may convey the approximately 0.3 acres in the northeast corner of the Property as depicted in Exhibit A, attached hereto and made a part hereof, to Seller for a purchase price of \$0.00, to add to adjacent lots 1A and 1B, Eastown Subdivision. Subject to approval of the Municipal Assembly, Purchaser agrees to convey the approximately 0.3 acres lot at no additional cost to the Purchaser only if the property is legally subdivided by the Seller. Such approval shall not be unreasonably denied and if such approval is denied Tract A shall be reconveyed in its entirety to Seller.

The Seller shall bear all expenses associated with the subdivision process. Purchaser agrees to sign such documents as are reasonably necessary to finalize the plat. All conditions imposed by the platting action to create a plat for acceptance by the municipal platting authority, shall be the full responsibility of the Seller and the Seller shall bear all costs associated with such requirements.

If Seller does not initiate the platting process in 1995 this option to subdivide expires.

18. Integration. All representations and warranties exchanged between the parties and all understandings and agreements between them are set forth herein. All previous offers or counter-offers of the parties are hereby revoked. No provision hereof may be waived or amended except in a writing signed by both parties. This agreement shall not be construed more strictly against either party.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

SELLER:

Evan Rowland
EVAN ROWLAND

Dated: December 21, 1994

Robert W. Kuczek
ROBERT KUCZEK

Dated: December 21, 1994

PURCHASER:

ANCHORAGE, an Alaska municipal corporation

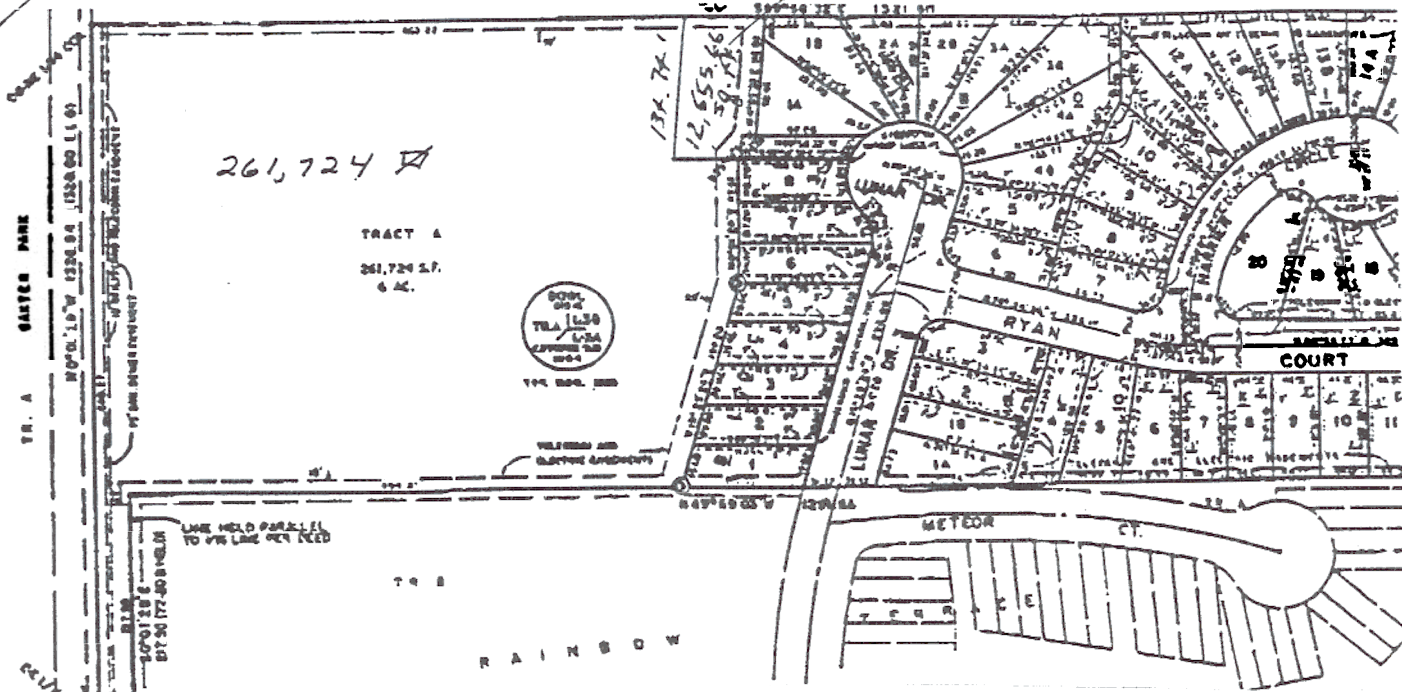
By: Constance Jones
CONSTANCE JONES

Dated: December 21, 1994

Its: Cultural and Recreational Services
Department Director

Before

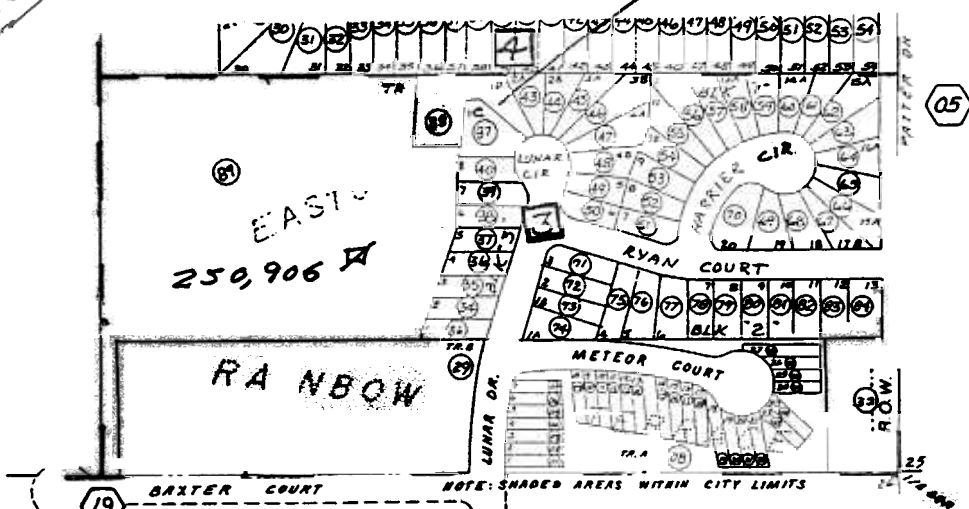
Proposed Re-PLAT



DIFFERENCE OF 10,818

After

ACTUAL Re-PLAT OF LOTS 1C & 1D



NOTE: SHADED AREAS WITHIN CITY LIMITS

1. 25 AC. NOW 007-181-02-91 (93-93) 10-4-93
2. 36 AC. NOW 007-183-35-85 (84-223) 10-6-84
3. 36 AC. NOW 007-183-35-85 (84-223) 10-6-84
4. 36 AC. NOW 007-183-35-85 (84-223) 10-6-84
5. 36 AC. NOW 007-183-35-85 (84-223) 10-6-84
6. 36 AC. NOW 007-183-35-85 (84-223) 10-6-84
7. 36 AC. NOW 007-183-35-85 (84-223) 10-6-84
8. 36 AC. NOW 007-183-35-85 (84-223) 10-6-84
9. 36 AC. NOW 007-183-35-85 (84-223) 10-6-84
10. 36 AC. NOW 007-183-35-85 (84-223) 10-6-84

Assessor's Map Bk.007 - Pg.18

MUNICIPALITY OF ANCHORAGE
Summary of Economic Effects - General Government

• AO Number 2002- 66 Title: AO for the disposal of Lots 1C & 1D,
Sponsor: Real Estate Services Block 1, Eastown S/D to Robert W. Kuczek and Evan Rowland
Preparing Agency: Real Estate Services
Others Impacted: None

CHANGES IN EXPENDITURES AND REVENUES: (Thousands of Dollars)

| | FY99 | FY00 | FY01 | FY02 | FY03 |
|------------------------|------|------|------|------|------|
| Operating Expenditures | | | | | |
| 1000 Personal Services | | | | | |
| 2000 Supplies | | | | | |
| 3000 Other Services | | | | | |
| 4000 Debt Service | | | | | |
| 5000 Capital Outlay | | | | | |

TOTAL DIRECT COSTS:

-----None-----
6000 IGCs

FUNCTION COST:

REVENUES:

-----None-----
CAPITAL:

POSITIONS: FT/PT and Temp.

PUBLIC SECTOR ECONOMIC EFFECTS:

None

PRIVATE SECTOR ECONOMIC EFFECTS:

None

Prepared by: Gladys M. Wilson *G. Wilson* Telephone: 4396
Validated by OMB: *Cheryl Frasca* Date: *3/14/02*
Approved by: *[Signature]* Date: *March 4 2002*
(Director, Preparing Agency)



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 333-2002

FROM Mayor MEETING DATE APRIL 9, 2002
2002-66

SUBJECT: AO /___ approving disposal of the Municipality's interest in Lots 1C and 1D, Block 1, Eastown Subdivision to Robert W. Kuczek and Evan Rowland. See Attached Map.

In December, 1994, the Municipality and Robert W. Kuczek and Evan Rowland entered into an agreement for the donation of Tract A, Eastown Subdivision for park purposes. Said agreement contained an option to subdivide the property which says in part, "The Seller is donating the entire 6-acre parcel, Tract A, Eastown Subdivision, in 1994 and intends to subdivide the Property in 1995 so that the Purchaser may convey the approximately 0.3 acres in the northeast corner...to Seller for a purchase price of \$0.00...Subject to approval of the Municipal Assembly, Purchaser agrees to convey the approximately 0.3 acres....only if the property is legally subdivided by the Seller. Such approval shall not be unreasonably denied and if such approval is denied Tract A shall be reconveyed in its entirety to Seller."

Mr. Kuczek and Mr. Rowland have complied with their part of the Agreement. It is appropriate for the Municipality to do the same.

The Administration recommends approval of this land disposal to Robert W. Kuczek and Evan Rowland.

Prepared by:

Gladys M. Wilson
Manager, Real Estate Services

Concur:

George J. Canelos
Director, Heritage Land Bank

Concur:

Harry J. Kitting, Jr.
Municipal Manager

Respectfully submitted

George P. Wuerch
Mayor

AO 2002-66

Municipality of Anchorage
MUNICIPAL CLERK'S OFFICE
Agenda Document Control Sheet

AO 2002- 66

(SEE REVERSE SIDE FOR FURTHER INFORMATION)

| | | |
|----------|--|---|
| 1 | SUBJECT OF AGENDA DOCUMENT AO For The disposal of municipal interest in lots 15 & 1D, Block 1, Eastown S/D | DATE PREPARED MARCH 4, 2002 |
| | DEPARTMENT NAME REAL ESTATE | Indicate Documents Attached <input checked="" type="checkbox"/> AO <input type="checkbox"/> AR <input checked="" type="checkbox"/> AM <input type="checkbox"/> AIM DIRECTOR'S NAME George J. Canelos HIS/HER PHONE NUMBER 4396 |
| 3 | THE PERSON THE DOCUMENT WAS ACTUALLY PREPARED BY GLADYS WILSON | |
| 4 | COORDINATED WITH AND REVIEWED BY | INITIALS DATE |
| X | Mayor | AK March 4, 2002 |
| 1 | Heritage Land Bank | |
| | Merrill Field Airport | |
| | Municipal Light & Power | |
| | Port of Anchorage | |
| | Solid Waste Services | |
| | Water & Wastewater Utility | |
| X | Municipal Manager | M 4/1 |
| | Cultural & Recreational Services | |
| | Employee Relations | |
| | Finance, Chief Fiscal Officer | |
| | Fire | |
| | Health & Human Services | |
| 3 | Office of Management and Budget | CF 3/14/02 |
| | Management Information Services | |
| | Police | |
| | Planning, Development & Public Works | |
| | Development Services | |
| | Facility Management | |
| | Planning | |
| | Project Management & Engineering | |
| | Street Maintenance | |
| | Traffic | |
| | Public Transportation Department | |
| | Purchasing | |
| 2 | Municipal Attorney 1089A | WJ 03/11/02 |
| | Municipal Clerk | |
| | Other | |
| 5 | Special Instructions/Comments | |
| | G.F. Introduction | |
| | | |
| | | |
| 6 | ASSEMBLY HEARING DATE REQUESTED April 9 | 7 PUBLIC HEARING DATE REQUESTED April 23 |

