

CLERK'S OFFICE

APPROVED

Date: 4-13-04

Submitted by:

Chair of the Assembly  
At the Request of the Mayor

Prepared by:

Heritage Land Bank

For Reading:

March 16, 2004

ANCHORAGE, ALASKA

AO NO. 2004- 70

AN ORDINANCE AUTHORIZING WITHDRAWAL OF LOT 3, GIRDWOOD POST OFFICE SUBDIVISION, CONTAINING 1.5 ACRES M/L, FROM THE HERITAGE LAND BANK, AND AUTHORIZING SALE OF LOT 3, GIRDWOOD POST OFFICE SUBDIVISION, FOR FAIR MARKET VALUE PLUS CERTAIN PRE-DEVELOPMENT COSTS, TO THE UNITED STATES POSTAL SERVICE (USPS) FOR CONSTRUCTION OF A NEW POST OFFICE IN GIRDWOOD.

WHEREAS, Anchorage Municipal Code (AMC) subsection 25.40.015B. authorizes the mayor, with Assembly approval, to withdraw land from the Heritage Land Bank for any lawful municipal purpose, consistent with the comprehensive plan and implementing measures; and

WHEREAS, AMC subsection 25.40.015B. provides for compensation to be paid to the Heritage Land Bank for at least the current appraised fair market value of land withdrawn from the Heritage Land Bank inventory for use by a public agency not supported by municipal taxes. In addition, AMC section 25.30.040 also requires sale of municipal land "shall be for fair market value..."; and

WHEREAS, the United States Postal Service, a public agency not supported by municipal taxes, selected Lot 3, Girdwood Post Office Subdivision, as the preferred site for a new postal facility in Girdwood, pursuant to a Request For Proposals, and offers to pay the (2003) appraised fair market value of \$320,000 for the land; and

WHEREAS, Lot 3, Girdwood Post Office Subdivision, situated within the Girdwood business district, is the site recommended for development of public facilities, including a post office with parking, and is consistent with the Anchorage 2020 Comprehensive Plan, the 1995 Girdwood Area Plan, and the Girdwood Commercial Areas and Transportation Plan; and

WHEREAS, AMC section 25.30.090A. is an approved disposal method for municipal land, authorizing direct negotiation with a party seeking to acquire municipal land. Heritage Land Bank negotiated the purchase price of \$345,000 directly with the U.S. Post office, which includes the appraised value plus an additional \$25,000 to defray Heritage Land Bank expenses for predevelopment and platting;

WHEREAS, Heritage Land Bank received substantial and unanimous support and encouragement for this sale from the citizens of Girdwood, the Girdwood Board of Supervisors, the Heritage Land Bank Advisory Commission, and the municipal Planning Department, and the sale will provide a catalyst for road and utility improvements in Girdwood's New Townsite and corresponding business district; and

WHEREAS, a municipal agency review revealed no objections to the sale of Lot 3, Girdwood Post Office Subdivision by the Heritage Land Bank; and

WHEREAS, in accordance with AMC sections 25.40.015B. and 25.40.030, on February 23, 2004, notice of the Mayor's intention to remove Lot 3, Girdwood Post Office Subdivision from the Heritage Land Bank inventory, was hand-delivered to the members of the HLB Advisory Commission, faxed to the members of the Girdwood Board of Supervisors in its capacity as the Girdwood community council, and published in the Anchorage Daily News. Notice of withdrawal of the property from the HLB inventory is effective after 30 days written notice, on March 24, 2004;

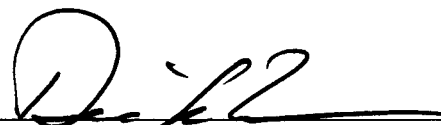
**NOW, THEREFORE, THE ANCHORAGE ASSEMBLY ORDAINS:**

**Section 1.** The Mayor is authorized to withdraw Lot 3, Girdwood Post Office Subdivision, totaling 1.5 acres M/L, from the Heritage Land Bank inventory.


**Section 2.** The sale of Lot 3, Girdwood Post Office Subdivision, to the United States Postal Service at the appraised price of \$320,000, plus \$25,000 to recover Heritage Land Bank predevelopment and replatting costs, is authorized.

**Section 3.** This ordinance shall be effective on March 24, 2004.

PASSED AND APPROVED by the Anchorage Assembly this 13<sup>th</sup> day of April, 2004.

  
Chairman of the Assembly

ATTEST:

  
Municipal Clerk



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 250 -2004

MEETING DATE: March 16, 2004

FROM: Mayor

SUBJECT: AN ORDINANCE AUTHORIZING WITHDRAWAL OF LOT 3, GIRDWOOD POST OFFICE SUBDIVISION, CONTAINING 1.5 ACRES±, FROM THE HERITAGE LAND BANK (HLB), FOR FAIR MARKET VALUE PLUS CERTAIN PRE-DEVELOPMENT COSTS, TO THE UNITED STATES POSTAL SERVICE (USPS) FOR CONSTRUCTION OF A NEW POST OFFICE IN GIRDWOOD

**Background.** In May, 2001, the United States Postal Service (USPS) selected a 1.5-acre HLB site (Appendix A) for a new Girdwood post office from several submitted for consideration by various parties (Appendix B). 2.4 acres of HLB land surrounding the parcel proposed for sale was replatted in 2003 in anticipation of this sale. Both the Girdwood Area Plan (1995, pages 35 and 52) and the Girdwood Commercial Areas and Transportation Plan (2000, Chapter 9) identified this site as suitable for a new post office. The latter reads, "...the [subject property] offers a prime opportunity for a landmark building, perhaps...a new post office." Public response to the proposal has been uniformly positive over the past three years of discussion. Only in January, 2004 did USPS obtain funding for site acquisition and construction. If this ordinance is approved, construction will begin and be completed in the 2004 season.

In March, 2001 the Heritage Land Bank Advisory Commission (HLBAC) passed Resolution No. 2001-02(S), recommending sole source sale of the subject parcel to USPS. In January, 2004, the HLBAC gave final approval to the terms of the sale by passing its Resolution 2004-01 (Appendix C). In the past three months, design elements have been proposed and discussed by the USPS project engineer and architect in public meetings in Girdwood. Several suggestions made by MOA Planning and the public will be incorporated into the building design. In addition, USPS has submitted its design to the Urban Design Commission and Planning and Zoning Commission for review, although no requirement exists to do so. Both commissions granted approval with suggestions.

**Terms of Sale.** A 2003 appraisal estimated the value of the subject parcel at \$320,000 or \$5.00 per square foot (Appendix D). An additional \$25,000 was added to the appraised value to defray MOA expenses for platting and other pre-development. The total cost of acquisition is \$345,000. USPS has agreed to share costs of undergrounding the electric feeder line now crossing the property, and of extending water service down Lindblad Ave. adjoining the parcel. A proposed ordinance pertaining to undergrounding of electric lines would further reduce costs borne by MOA. USPS will design and construct, at its expense, new on-street parking for Lindblad Ave. and Hightower Road, and for a new right of way, including public parking, adjoining the USPS parcel to the west. Girdwood will maintain these areas in perpetuity. Closing will take place immediately upon approval of this transaction by the Anchorage Assembly.

**Discussion.** Anchorage 2020. The proposed use of the subject property is consistent with the Anchorage 2020 Comprehensive Plan and its component Girdwood plans. Although the parcel will be tax-exempt under federal ownership, Girdwood's business district stands to gain in several ways. The new building is expected to anchor improved commercial development in the New Girdwood Townsite. Chronically deficient parking in this area will be relieved to enhance local commerce, at the expense of the purchaser. Extension of utilities will take place in connection with construction of the post office.

**Agency Review.** A review by all relevant Municipal agencies in January, 2004, found no objection to the disposal of the subject parcels. AWWU provided a summary of area circumstances and pending improvements (Appendix E).

**Public Notice.** Pursuant to AMC 25.40.030, the minimum 14-day public noticing requirement was met regarding advertising, direct mail notification to adjacent property owners, and posting of signs.

**HLB Advisory Commission discussion and resolution.** The HLB Advisory Commission recommends sale of the parcel at the price specified below, and for the purpose stated, per terms of Offer to Sell (Appendix F) at a fair market value price of \$320,000 plus \$25,000 to defray HLB pre-development costs and appraisal, for a total price of \$345,000, payable at closing.

**Appendices**

- Appendix A: Parcel map
- Appendix B: USPS letter selecting HLB site
- Appendix C: HLBAC Resolution No. 2004-01, 2001-02
- Appendix D: Appraisal (extract)
- Appendix E. AWWU Agency Review
- Appendix F: Offer to Sell

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS DISPOSAL.

Concur:

Prepared by:

\_\_\_\_\_  
Denis C. LeBlanc  
Municipal Manager

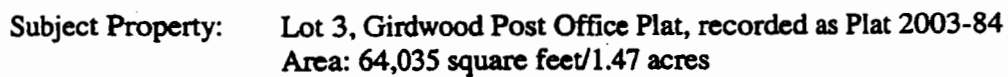
\_\_\_\_\_  
George J. Canelos  
Executive Director, Heritage Land Bank

Respectfully submitted:

\_\_\_\_\_  
Mark P. Begich  
Mayor

\_\_\_\_\_  
Jeffrey E. Sinz  
Chief Fiscal Officer

**HLB Parcel 6-019**  
**AO 2004-\_\_\_\_\_**





May 7, 2001

Mayor George P. Wuerch  
Municipality of Anchorage  
632 W. 6<sup>th</sup> Avenue, #840  
Anchorage, Alaska 99501

Re: PROPOSED NEW POST OFFICE FOR GIRDWOOD, ALASKA

Dear Mayor WUERCH:

This is written as a follow up to my previous letter dated March 23, 2001 concerning selection of a new location for the above referenced facility.

After reviewing the offered sites, the Postal Service has decided to select site #3, located directly North of the existing Post Office, at the Northwest corner of Hightower Road and Linblad Avenue. We believe this new site will provide the community with an upgraded, modern facility that offers a safe working environment for our employees and a level of service expected by our customers.

As provided in postal regulations, your office may offer comments to the selected location within the next 30 days. Comments should be directed to Vice President, Facilities, and addressed to my attention at the address shown in this letter. A response will be provided within 15 days.

By copy of this letter, same will be posted in the lobby of the Girdwood Post Office for thirty days.

Should you have any questions about this project please call me at 303/220-6568.

Sincerely,

A handwritten signature in black ink, appearing to read "Russ Rainey", written over a horizontal line.

Russ Rainey  
Project Manager

cc: Postmaster  
Girdwood Board of Supervisors  
Anchorage Planning Department

8055 E. Tufts Ave., Ste. 400  
Denver CO 80237-2881  
303/220-6568  
Fax 303/220-6552

## **Appendix C**

### **MUNICIPALITY OF ANCHORAGE**

#### **HERITAGE LAND BANK ADVISORY COMMISSION RESOLUTION 2004- 01**

**A RESOLUTION OF THE HERITAGE LAND BANK ADVISORY COMMISSION (HLBAC) RECOMMENDING ASSEMBLY APPROVAL AND CONFIRMING TERMS OF A SOLE SOURCE SALE AT FAIR MARKET VALUE PLUS CERTAIN COSTS, OF APPROXIMATELY 64,000 SQUARE FEET WITHIN 2.6 ACRES OF REPLATTED HLB PARCELS 6-019 AND 6-021, LOCATED IN GIRDWOOD, ALASKA, TO THE UNITED STATES POSTAL SERVICE.**

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**WHEREAS**, the Heritage Land Bank (HLB) was established to..."Manage uncommitted municipal land and the Heritage Land Bank Fund in a manner designed to benefit the present and future citizens of Anchorage, promote orderly development, and achieve the goals of the Comprehensive Plan" (AMC 25.40.010); and

**WHEREAS**, AMC 25.40.010.E provides that the Heritage Land Bank, "subject to the direction of the mayor and Assembly, may convey HLB land or interests not needed for specific public facilities or purposes. Each disposal shall be in the municipal interest and based at or above fair market appraised value or for other equivalent municipal values or objectives;" and

**WHEREAS**, AMC 25.40.015.B provides that "The mayor, with assembly approval, may withdraw land from the Heritage Land Bank...If land is withdrawn from the Heritage Land Bank inventory for use and management by a public agency which is not supported by municipal taxes, compensation shall be paid to the Heritage Land Bank for at least the current appraised fair market value of the land, unless otherwise provided in this chapter.;" and

**WHEREAS**, the subject HLB parcels are located within the Girdwood "Town Center" and are identified by the 1995 Girdwood Area Plan and the 2001 Girdwood Commercial Areas and Transportation Master Plan as a recommended site for development of public facilities, including post office and parking; and

**WHEREAS**, in a 2001 RFP by the United States Postal Service (USPS), a site proposed by the Municipality's Heritage Land Bank was selected for a new Girdwood Post Office, subject to successful appropriation of funding for construction; and

**WHEREAS**, public parking in Girdwood Town Center is considered to be insufficient and streets to be in poor condition by the Planning Department of the Municipality of Anchorage and certain residents and merchants of Girdwood, and the proposed sale will substantially relieve this chronic parking shortage by providing on-street and off-street parking, at the expense of the purchaser; and

**WHEREAS**, the proposed sale will serve to accelerate completion of a "feeder line" providing uninterrupted electric power to Girdwood Valley by Chugach Electric Association, and provide underground or less obtrusive wiring to and through the New Girdwood Townsite; and

**WHEREAS**, HLB has received substantial support and encouragement for this sole-source sale or exchange from the MOA Planning Department and citizens of Girdwood, including the Girdwood Board of Supervisors; and

## Appendix C

HLB Resolution 2004-01  
GWPO Sale  
Page 2

**WHEREAS**, HLB has successfully replatted the area in anticipation of the proposed sale and to provide for additional development on adjoining HLB parcels; and

**WHEREAS**, an updated appraisal was conducted in September, 2003 by Black-Smith and Richards to confirm the **\$320,000** fair market value of the land to be sold; and

**WHEREAS**, the settlement price to be agreed upon between the parties will include \$25,000 in addition to said appraised value to reimburse HLB for replatting and predevelopment expenses, for a **total sales price of \$345,000**; and

**WHEREAS**, HLB conducted an agency review by all potentially interested Municipal agencies to establish that the subject property is surplus to municipal needs and is therefore eligible for inclusion in this proposed sale; and

**WHEREAS**, the municipal benefits resulting from the proposed land exchange are in the best interests of the citizens of the Municipality of Anchorage; and

**WHEREAS**, in accordance with AMC 25.40.030, the HLB Advisory Commission provided first public notice of the proposed disposal of the subject properties on January 20<sup>th</sup>, February 3<sup>rd</sup> and 10<sup>th</sup> of 2001 in the Alaska Journal of Commerce for a February 14, 2001 public hearing, and on January 1<sup>st</sup> and 8<sup>th</sup> of 2004 in the Anchorage Chronicle for the public hearing on January 14, 2004,

**NOW, THEREFORE, THE HERITAGE LAND BANK ADVISORY COMMISSION RECOMMENDS ASSEMBLY APPROVAL OF THE PROPOSED SOLE SOURCE LAND SALE, SUBJECT TO THE FOLLOWING:**

**Section 1.** Terms and conditions of the Offer to Sell, as attached hereto.

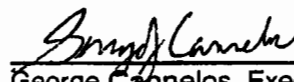
**Section 2.** HLB Staff Report No. 2004-01 is hereby adopted and incorporated by reference

**PASSED AND APPROVED** the 14<sup>TH</sup> day of January 2004.

Approved:

  
Mary Jo Thrall, Chair  
Heritage Land Bank Advisory Commission

Attest:

  
George Cannelos, Executive Director  
Heritage Land Bank



## **Appendix C**

### **MUNICIPALITY OF ANCHORAGE HERITAGE LAND BANK ADVISORY COMMISSION**

#### **HERITAGE LAND BANK ADVISORY COMMISSION RESOLUTION 2001- 02(S)**

**A RESOLUTION OF THE HERITAGE LAND BANK ADVISORY COMMISSION (HLBAC) RECOMMENDING THE APPROVAL OF A SOLE SOURCE SALE AT FAIR MARKET VALUE OR EQUAL VALUE LAND EXCHANGE OF APPROXIMATELY 75,000 SQUARE FEET WITHIN 2.6 ACRES OF HLB PARCELS 6-019 AND 6-021, LOCATED IN GIRDWOOD, ALASKA, TO THE UNITED STATES POSTAL SERVICE.**

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**WHEREAS**, the Heritage Land Bank (HLB) was established to..."Manage uncommitted municipal land and the Heritage Land Bank Fund in a manner designed to benefit the present and future citizens of Anchorage, promote orderly development, and achieve the goals of the Comprehensive Plan" (AMC 25.40.010); and

**WHEREAS**, AMC 25.40.010.E provides that the Heritage Land Bank, "subject to the direction of the mayor and Assembly, may convey HLB land or interests not needed for specific public facilities or purposes. Each disposal shall be in the municipal interest and based at or above fair market appraised value or for other equivalent municipal values or objectives."; and

**WHEREAS**, AMC 25.40.015.B provides that "The mayor, with assembly approval, may withdraw land from the Heritage Land Bank...If land is withdrawn from the Heritage Land Bank inventory for use and management by a public agency which is not supported by municipal taxes, compensation shall be paid to the Heritage Land Bank for at least the current appraised fair market value of the land, unless otherwise provided in this chapter."; and

**WHEREAS**, AMC 25.40.025.E provides that "the HLB may exchange HLB land for other land on at least an equal value basis, as determined by a fair market value appraisal;" and

**WHEREAS**, the subject HLB parcels are located within the Girdwood "Town Center" and are identified by the 1995 Girdwood Area Plan as a recommended site for development of public facilities, including post office and parking; and

**WHEREAS**, the United States Postal Service has released a Request for Proposal for purchase of a site for a new postal facility in Girdwood, requiring a response before March 16, 2001; and

**WHEREAS**, public parking in Girdwood Town Center is considered to be insufficient and streets to be in poor condition by the Planning Department of the Municipality of Anchorage and certain residents and merchants of Girdwood; and

**WHEREAS**, the proposed sale or exchange will serve to accelerate completion of a "feeder line" providing uninterrupted electric power to Girdwood Valley by Chugach Electric Association, and provide underground wiring to the Town Center; and

**WHEREAS**, HLB has received substantial support and encouragement for this sole-source sale or exchange from the MOA Planning Department and citizens of Girdwood, including the Girdwood Board of Supervisors; and

## Appendix C

**WHEREAS**, replatting will be jointly undertaken by HLB and the MOA Planning Department to precisely define the legal description of the land to be sold or exchanged; and

**WHEREAS**, both the parcel to be acquired by HLB and the parcel to be disposed of in exchange, in the event the purchaser so chooses, are equally well-situated within the town center and represent an equal opportunity for a range of development options; and

**WHEREAS**, an appraisal will be conducted to establish the fair market value of the land to be sold or exchanged, and also of the parcel to be acquired in exchange; and

**WHEREAS**, an Agency Review by all potentially interested Municipal agencies is under way to establish that the subject property is surplus to municipal needs and is therefore eligible for inclusion in this proposed sale or exchange; and

**WHEREAS**, the municipal benefits resulting from the proposed land exchange are in the best interests of the citizens of the Municipality of Anchorage; and

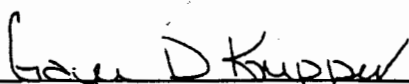
**WHEREAS**, the HLB Advisory Commission provided public notice beginning January 20, 2001 in the Alaska Journal of Commerce and January 25, 2001 in the Eagle River Star for the proposed land exchange, and held a public hearing on February 14, 2001 in accordance with AMC 25.40.030,

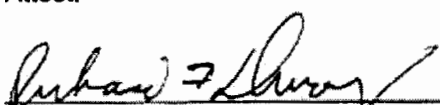
**NOW, THEREFORE, THE HERITAGE LAND BANK ADVISORY COMMISSION RESOLVES TO RECOMMEND THE APPROVAL OF THE PROPOSED SOLE SOURCE EQUAL VALUE LAND SALE OR EXCHANGE SUBJECT TO THE FOLLOWING:**

- Section 1. HLB Parcels 6-109 AND 6-021 will be re-platted and rezoned to allow for the title transfer and development in a manner consistent with the Girdwood Area Plan and the Girdwood Commercial Areas and Transportation Master Plan.
- Section 2. In the event of an exchange as proposed herein, the .24 acre parcel to be acquired by the HLB will be inventoried and assigned an HLB Parcel Number.
- Section 3. The municipal agency review determines that the subject parcels are available for disposal.
- Section 4. HLB Staff Report No. 2001-01(S) is hereby adopted and incorporated by reference
- Section 5. The HLB Advisory Commission will review and vote on approval of this proposed disposal in its final form prior to consideration by the Assembly, including a completed appraisal, replat, and municipal agency review.

PASSED AND APPROVED the 14<sup>th</sup> day of March 2001.

Attest:

  
Gayle Knepper, Chair  
Heritage Land Bank Advisory Commission

  
Richard F. Dworsky, Acting Director  
Heritage Land Bank

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# **Appendix D**

## **SELF CONTAINED REPORT OF A COMPLETE APPRAISAL**

**Vacant Land  
NWC Hightower Road & Lindblad Avenue  
Girdwood, Alaska**

**FOR  
Russell E. Rainey, CCIM  
Real Estate Specialist  
Denver Facilities Service Office  
United States Postal Service  
8055 E. Tufts Avenue, Suite 400  
Denver, CO 80237-2881**

**Date of Appraisal  
September 23, 2003**

**Date of Valuation  
September 19, 2003**

**FILE NO. 03-143**

**BY  
Diane Black-Smith, MAI  
Brian Z. Bethard, MAI**

**BLACK-SMITH AND RICHARDS, INC.  
2602 Fairbanks Street  
Anchorage, Alaska 99503**

## Appendix D

### Reconciliation of Adjustments

The indicated overall adjustments reflecting the market position of the subject are summarized as follows:

No.	\$/SF	Adj.	Reconciliation
2	\$11.25/SF	(↓) Negative	Smaller lot with cleared pad & far superior location and exposure to ski traffic
5	\$7.38/SF	(↓) Negative	Downward adjustments for smaller size and clearing outweigh date and corner
6	\$6.32/SF	(↓) Negative	Superior location and smaller size outweigh inferior date of sale
3	\$5.63/SF	(↓) Negative	Unsold listing, similar for size, but inferior location, utilities and access
<i>Sub</i>	-----	-----	-----
1	\$4.45/SF	(↑) Positive	Unsold listing, but upward adjustment for large site size
4	\$4.00/SF	(↑) Positive	Upward adjustment for size, date of sale, and utilities at time of sale

The comparables indicate a wide range from \$4.00 to \$11.25/SF. Excluding the outliers, the range is narrowed to \$4.45/SF to \$7.38/SF. The subject is appraised "as vacant" and ready to be cleared and develop. The subject is an irregularly shaped parcel that is much larger than Comparables 2, 5 and 6 and the lower end of the comparable range is most appropriate.

The market position of the subject is bracketed two unsold listings, Comparable 1 (\$4.45/SF) and Comparable 3 (\$5.63/SF). Although these are listings they, help to further narrow the ranges supported by the closed sales. The subject is most similar to Comparable 1 in location, but this comparable is much larger and an overall upward adjustment is required for size. The subject is more similar to Comparable 3 in size, but this is also an unsold listing and a downward adjustment would best reflect the probable sales price. Considering the data available, while giving greatest weight to the bracketing comparables, the subject's unit value is reconciled at \$5.00/SF.

<u>Site Size</u>	<u>Unit Market Value</u>	<u>Est. Value of Site</u>
64,035 SF x	\$5.00/SF	\$320,000 rounded

**Market Value "As Vacant"**

**\$320,000**

# Appendix E

## Municipality of Anchorage


### ANCHORAGE WATER & WASTEWATER UTILITY

#### MEMORANDUM

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DATE: January 30, 2004

TO: George J. Cannelos, Executive Director, Heritage Land Bank

FROM: Don Keefer, Planning Supervisor, AWWU 

SUBJECT: Proposed Disposal of HLB Parcel #6-019 to the US Postal Service Lot 3, Girdwood Post Office Plat (#2003-84)

The Anchorage Water & Wastewater Utility (AWWU or Utility) reviewed your proposal to dispose of HLB Parcel #6-019 (Parcel), located at the northwest corner of Hightower and Lindblad in Girdwood, and **has no objection to the disposal of the Parcel to the US Postal Service in a sole-source sale.** This is consistent with AWWU's position and comment of March 28, 2001 when a similar proposal was presented for review. AWWU offers the following as updates to previous comments, observations and cautions.

**PLATTING COMMENT UPDATE:** The Parcel remains encumbered by a "100' RADIUS Well Site Reserve", dedicated by recent plat filing #2003-84. Note 1 on this plat also requires "*Drainage for Lot 3 shall be directed away from the 100 foot well radii located on Lot 3.*" All buildings and final grading proposed in development plans for the Parcel shall abide by *reserve* and *easement* dedications, drainage mandates, and other stipulations and notes on the plat. This most recent plat action has reduced restrictions or impacts to development of this Parcel imposed by prior plats.

**PUBLIC WELL:** The public well on the Parcel remains active, supplying the community water distribution system owned by the Glacier City Water Association, Inc. (GCWA). None of the GCWA customers have converted to AWWU's water system to date.

The Municipality continues to own the well and the well site. However, the GCWA owns the water delivery system (one well house and pump, various two-inch and three-inch galvanized pipe and miscellaneous associated equipment attached to or used in support of the system). The new plat referenced above dedicated easements to allow GCWA access to the well site to operate and maintain the system.

AWWU neither owns the well nor has AWWU management authority of the well or the well site.

AWWU understands the well and appurtenances will remain active and operating until all customers of the GCWA have removed themselves from the GCWA distribution system and connected to an alternate water source, whether that be AWWU's water system or on-site

## Appendix E

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New Girdwood Post Office Site, HLB, Art Eash  
January 30, 2004

source development. At such time as all GCWA customers have removed themselves from the GCWA system, the system may be properly decommissioned, to include, but not limited to, razing the well house. You may want to include in the Parcel transfer (sales) agreement a clear understanding of

- conditions under which the well system is to remain;
- what is expected when the system is no longer required; and
- assignment and acceptance of responsibility and associated costs to close down the GCWA system, and an agreed upon timeline for same.

**PAST AGREEMENTS:** AWWU also recommends that HLB review the past agreements between the Municipality and GCWA, and coordinate with GCWA to amend them as required to reflect new conditions and understandings pertinent to the Parcel transfer and the GCWA water system. At the same time, the GCWA would hopefully solicit and convene its membership/users for insight pertinent to the future of the GCWA.

**AWWU WATER SYSTEM EXTENSIONS:** In 2003, AWWU constructed a water transmission main in Hightower Road east of the Parcel. This project is slated for completion July 2004.

On December 8, 2003, AWWU met with several parties (including representatives from HLB, USPS, MOA DCPD, MOA PM&E, and property owners along Alyeska West Ave. (a.k.a. Lindblad) to provide an overview of AWWU's water main extension program options to extend water service to the Parcel. We discussed

- the water special assessment improvement district program,
- what's commonly referred to as the *developer extension* program, and
- the (rarely used) extended connection program.

On January 24, 2004, AWWU received a neighborhood request from properties along Lindblad for water improvement district consideration. In response, **BALELOT NO. 1** (of AWWU's two-ballot practices) **IS IN THE MAIL!** AWWU is balloting properties (to include the Parcel) abutting Lindblad between Hightower and Holmgren for water improvement district interest. If you have not already received your ballots, you will very soon. For municipal-owned property, AWWU has also included a copy of Mayoral Directive 8. Please read it carefully and respond accordingly. If supported by the adjacent properties (the district), this water improvement will extend a water main from Hightower east to Holmgren.

In the event improvement district efforts fail, the USPS may pursue one of the other programs briefly mentioned above.

Staff and I will be available if you wish to meet to discuss this further. I can be reached by phone at 564-2717; or e-mailed through the Municipal Outlook Exchange.

cc: Mark Premo, General Manager, AWWU  
Kurt Vause, Manager, Engineering Division, AWWU

## **Appendix F**



### **Offer to Sell**

MAIN OFFICE-GIRDWOOD AK 99587-9998

## Appendix F



## Offer to Sell Real Property

Facility Name/Location

GIRDWOOD, AK - MAIN OFFICE (023159-G03)

Project: E67948

The undersigned, hereinafter called the seller, in consideration of mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby makes the irrevocable offer to sell and convey to the United States Postal Service and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, hereinafter referred to as "land", and all rights, hereditaments, easements and appurtenances thereunto belonging, and legally described as follows:

Lot 3, Girdwood Post Office Subdivision; Located at the NWC of Skyview Road (aka Hightower) & Alyeska Avenue (aka Linblad).

subject to the following rights outstanding in third parties:

Easements as delineated on the ALTA/ACSM survey attached hereto and made a part hereof as well as delineated by the title commitment.

Excepting and reserving to the seller the following rights and interests:

The terms and conditions of this offer are as follows:

1. The seller agrees that this offer may be accepted by the United States Postal Service through any duly authorized representative, by delivering, mailing or telefaxing a notice of acceptance to the seller at the address stated below, at any time within 60 calendar days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.
2. The Postal Service agrees to pay the seller for said land the sum of \$345,000.00  
\*\*\*Three Hundred Forty-Five Thousand and 00/100 Dollars\*\*\* payable upon approval by the Postal Service of the seller's title and execution and delivery by the seller of a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States Postal Service and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved above, together with all right, title, and interest of the seller in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.
3. It is agreed that the Postal Service will defray the expenses incident to the recordation of the deed to the Postal Service and the procurement of the necessary title evidence.
4. The seller agrees that all taxes, assessments, and encumbrances which are a valid lien against the land as of the time of conveyance to the Postal Service shall be satisfied of record by the seller at or before the transfer of title and, the seller, will, at the request of the Postal Service and without prior payment or tender of the purchase price deliver the general warranty deed to the Postal Service and obtain and record such other curative evidence of title as may be required by the Postal Service. If the seller fails to satisfy any such liens or fails to secure such curative evidence as required within sixty (60) days of acceptance of this offer by the Postal Service, the Postal Service may pay said liens and cure such defects and deduct any cost incurred from the purchase price of the land. Real Estate taxes for the current year, utilities and rents, if applicable, are to be pro-rated as of the date of closing.
5. The seller agrees that loss or damage to the property by fire or acts of God shall be at the risk of the seller until the title to the land and deed to the Postal Service have been accepted by the Postal Service through its duly authorized representative or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the Postal Service; and, in the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance or title to such property, in which case there shall be an equitable adjustment of the purchase price.
6. The agents, employees or representatives of the Postal Service shall have the right, during the period of the offer, subject to the use made of the premises by the seller to enter upon the said premises for the sole purpose of inspecting



## Appendix F



## Offer to Sell Real Property

the same and making test borings, plans and topographical surveys in connection with the Postal Service's contemplated use of the premises. The Postal Service, at its expense shall promptly restore the property of the seller to its original condition in accordance with good engineering practices.

7. Possession of the property shall be delivered to the purchaser on the day the sale is consummated unless a different possession date is herein specified.

8. The seller agrees not to rent, lease or otherwise increase tenancy on any portion of the property subsequent to execution of this Offer to Sell Real Property.

9. It is agreed that the spouse, if any, of the seller, by signing below, agrees to join in any deed to the Postal Service and to execute any instrument deemed necessary to convey to the Postal Service any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interests of such spouse therein.

10. No member of or delegate to Congress may be admitted to any part or share of this option, or to any benefit arising from it. This prohibition does not apply to the extent this option is with a corporation for the corporation's general benefit.

11. Contingent Fees:

a. The seller warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the seller for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its sole discretion, to deduct from the contract price or consideration, or otherwise recover from seller the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for sale, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this offer, may be considered as bona fide employees or agencies within the exception contained in this clause.

12. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the seller.

13. The seller agrees that the Postal Service may acquire title to said land by condemnation or other judicial proceedings, in which event the seller agrees to cooperate with the Postal Service in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land; agrees that any and all awards or just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount.

14. Seller warrants that as of the date of this offer and of transfer of title, except as specifically identified in this agreement, (1) the property (including the land, surface water, groundwater, and improvements to the land) is free of all contamination from petroleum products or any hazardous substance or hazardous waste, as defined by applicable state or federal law, and (2) there are no underground storage tanks or associated piping on the property. This warranty survives transfer of title and shall be binding upon seller, its successors and assigns.

15. All terms and conditions with respect to this offer are expressly contained herein and the seller agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this offer not expressly contained herein.

16. Seller warrants that legal title is held as follows: (Show whether joint tenants, tenants in common, tenants by the entirety, etc.)

Municipality of Anchorage as successor to City of Girdwood pursuant to Anchorage Charter Sections 19.13, 19.16 & A.S. 29.06.380.

17. The following paragraphs were added or deleted before execution:

NONE



## Appendix F

## Offer to Sell Real Property

Date: 7/14/04

Dennis C. LeBlanc, Municipal Manager  
Print Sellers Name\*

[Signature]  
Signature

Print Sellers Name\*

Signature

Print Sellers Name\*

Signature

Print Sellers Name\*

Signature

Print Sellers Name\*

Signature

Print Sellers Name\*

Signature

Print Sellers Name\*

Signature

Print Sellers Name\*

Signature

Notice of acceptance of this offer to be sent to:

Seller Address: Municipality of Anchorage, P.O. Box 196650, Anchorage, Alaska  
99519-6650

Telephone No: (907) 343-4807

Taxpayer ID: 92-0059987

[Signature]  
Witness to Seller\*\*

[Signature]  
Witness to Seller\*\*

\* All individuals or co-owners must sign. If married, the spouse also must sign. If unmarried, the owner's legal marital status must be indicated. If the property is owned by a partnership, all partners must sign or if a limited partnership, the general partner(s) must sign. If the property is in an estate or owned by a corporation, evidence of authority of the signatories must accompany the option.

\*\*This space will be used for witnesses to signatures if required by State law.

### Acceptance of Offer To Sell Real Property

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

The offer of the Seller contained herein is hereby accepted for and on behalf of the United States Postal Service.

VANCE BENNETT  
Print Name and Title of Contracting Officer

\_\_\_\_\_  
Signature of Contracting Officer

WESTERN FACILITIES SERVICE OFFICE  
8055 E TUFTS AVE #400, DENVER, CO 80237-2881  
Print Address of Contracting Officer

Facility Name/Location

GIRDWOOD, AK - MAIN OFFICE (023159-G03)

Project: E67948

**Addendum to Offer to Sell  
MOA to USPS  
HLB Girdwood Post Office site  
January 12, 2004  
023159-G03**

The Postal Service agrees:

- To participate as owner of the subject parcel in extending water service by Anchorage Water & Wastewater Utility in Lindblad Ave. Costs will be proportional to lineal front-foot ownership by the Postal Service.
- To contribute up to \$35,000 to costs of undergrounding and relocating Girdwood's main feeder line, now crossing the subject parcel.
- To fund design and construction of the newly dedicated rights of way delineated on the face of "Girdwood Post Office Plat", including Stumpy's Way and on-street parking in Lindblad Ave. and Hightower Ave. Seller agrees to maintain said areas in perpetuity, including removal of snow.

This Offer to Sell is further subject to successful passage of an ordinance providing for sale of the parcel by the Anchorage Assembly, expected to take place in February, 2004.

End of Addendum

Seller's Initials



Purchaser's Initials

Date

1/14/04

Date

**Content Information****Content ID :** 001516**Type:** Ordinance - AO**Title:** Sale of HLB Land for New Girdwood Post Office**Author:** vanhornlr**Initiating Dept:** HLB**Description:** Approval for Sale of HLB Parcel #6-019 in Girdwood for New Post Office Facility**Keywords:** Girdwood Post Office**Date Prepared:** 2/5/04 5:16 PM**Director Name:** Canelos**Assembly Meeting Date:** 03/16/04**Assembly Hearing Date** <sup>13</sup>04/20/04  
**MM/DD/YY:****Workflow History**

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
AllOrdinanceWorkflow	2/5/04 5:19 PM	Checkin	vanhornlr	Public	001516
HLB_SubWorkflow	2/5/04 5:44 PM	Approve	canelosgj	Public	001516
OMB_SubWorkflow	2/10/04 8:50 AM	Approve	wiltsep	Public	001516
AllOrdinanceWorkflow	2/19/04 2:52 PM	Reject	fehlenrl	Public	001516
AllOrdinanceWorkflow	2/24/04 9:22 AM	Checkin	vanhornlr	Public	001516
HLB_SubWorkflow	2/24/04 5:21 PM	Approve	canelosgj	Public	001516
OMB_SubWorkflow	2/27/04 9:38 AM	Approve	wiltsep	Public	001516
Legal_SubWorkflow	2/27/04 1:31 PM	Approve	fehlenrl	Public	001516
MuniManager_SubWorkflow	3/8/04 11:34 AM	Approve	katkusja	Public	001516
MuniMgrCoord_SubWorkflow	3/8/04 11:35 AM	Approve	katkusja	Public	001516