

NON-CODE ORDINANCE

Prepared by: City Attorney/City Planner  
Requested by: Public Works  
Introduced: June 23, 2003  
Public Hearing: July 14, 2003  
Adopted: July 14, 2003  
Vote: Unanimous; Lowe and Straub absent

**CITY OF WASILLA  
ORDINANCE SERIAL NO. 03-38**

**AN ORDINANCE OF THE WASILLA CITY COUNCIL AUTHORIZING THE SALE TO AVANTI CORPORATION OF A PORTION OF LOT 2, IDITAPARCEL ACCORDING TO PLAT NUMBER 98-82, LOCATED IN THE PALMER RECORDING DISTRICT, UNDER WMC 5.32, SALE OR LEASE OF PUBLIC LANDS; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A CONTRACT FOR THE SALE; AND PROVIDING FOR RELATED MATTERS.**

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WHEREAS, Avanti Corporation by letter dated January 21, 2003, offered to purchase a portion of Lot 2, Iditaparcels, According to Plat Number 98-82, Palmer Recording District, consisting of approximately 11,759 square feet, for the amount of \$14,463.57; and

WHEREAS, WMC 5.32.100.A.1 provides that the Mayor may, with the approval of the City Council by ordinance, negotiate a sale or exchange of City land without public auction or sealed bid if either (i) the purchaser owns property contiguous to the City land, and the sale is necessary for the proper utilization of the contiguous property; or (ii) the sale is for a particular, stated purpose in the best interest of the City; and

WHEREAS, Avanti Corporation owns property contiguous to the subject property, and the sale of the property is necessary for the proper utilization of the contiguous Avanti Corporation property; and

WHEREAS, the Wasilla Shopping Center was constructed in 1976 and has been using the loading berth for its operation continually since that year; and

WHEREAS, the Council finds that the continued operation of the Wasilla Shopping Center is in the best interest of the City, and the sale of the property to Avanti Corporation serves the purpose of continuing operation for the following reasons: (i) it is necessary to allow commercial trucks and trailers to access their loading berths to benefit citizens residing in the Wasilla area, and the sale will be consistent with covenants, conditions and restrictions; (ii) Avanti Corporation has committed to install a friendship fence along the turn-around to screen Iditapark from the Wasilla Shopping Center loading berth; (iii) the sale of this property to Avanti Corporation encourages the operation of an existing successful business which continues to enhance sales tax revenue for the City; and

WHEREAS, WMC 5.32.030 provides that no City land may be sold for less than the approved minimum appraised or assessed value, which may be the latest available Matanuska-Susitna Borough assessed value, the latest available Matanuska-Susitna Borough assessed value for Lot 2 is \$201,700.00, (or \$0.16/square foot), the subject parcel is 11,759 square feet (\$1,762.85) and Avanti Corporation has agreed to pay \$14,463.57 for the property which is more than the assessed value; and

WHEREAS, Avanti Corporation has paid for all necessary Matanuska-Susitna Borough replatting costs; and

WHEREAS, pursuant to WMC 5.32.060.B, the Wasilla Planning Commission has reviewed the proposed sale, and recommends approval; and

WHEREAS, there has been presented to the City the form of a Real Estate Purchase Agreement between Avanti Corporation and the City, which provides for the City to sell the property to Avanti Corporation with the terms and conditions set forth

therein and in this ordinance, and it is in the best interest of the City that the City sell the said property to Avanti Corporation under such terms and conditions.

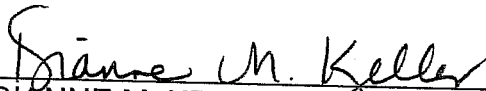
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wasilla:

- \* **Section 1. Classification.** This is a non-code ordinance.
- \* **Section 2. Authorization of sale of property.** Based upon the findings stated above, the City is authorized to sell the Property to Avanti Corporation under the terms and conditions set forth in the Real Estate Purchase Agreement that now is before this meeting.
- \* **Section 3. Authorization of Real Estate Purchase Agreement.** The form and content of the Real Estate Purchase Agreement hereby are in all respects authorized, approved and confirmed, and the Mayor hereby is authorized, empowered and directed to execute and deliver to the counterparty the Real Estate Purchase Agreement on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as shall to her seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the Mayor hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Real Estate Purchase Agreement as executed.

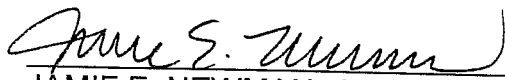
\* **Section 4. Authority of Officers.** The Mayor, the Deputy Mayor, the City Clerk, and the Deputy City Clerk each is authorized and directed to do and perform all things and determine all matters not determined by this ordinance, to the end that the City may carry out its obligations under the Real Estate Purchase Agreement and this ordinance.

\* **Section 5. Effective date.** This ordinance shall take effect upon adoption of the Wasilla City Council.

ADOPTED by the Wasilla City Council on July 14, 2003.

  
\_\_\_\_\_  
DIANNE M. KELLER, Mayor

ATTEST:

  
\_\_\_\_\_  
JAMIE E. NEWMAN, CMC  
Acting City Clerk

[SEAL]





**AVANTI INC.**

851 E. Westpoint Dr.

Suite 102

Wasilla, Ak. 99654

(907) 376-3330

January 21, 2003

City of Wasilla  
Assembly & Planning Dept.  
Attn; Tim Krug;

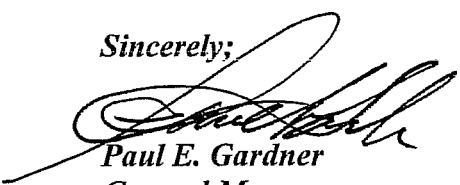
Dear Mr. Krug;

*In the fall of 2000, we lost our access behind the Wasilla Shopping Center from a land exchange between the City of Wasilla and National Bank of Alaska (Wells Fargo). This created some major problems for the delivery trucks that frequent the mall in that they could not turn around to exit the property. The only option was to "back out" (over 1000 feet) onto Swanson Ave. Avanti Corp. & the City of Wasilla have worked out a plan for exiting the property with a "turnaround" for these large vehicles.*

*Avanti Corp. is interested in purchasing from the City of Wasilla approximately 11,759 SF of property directly behind the west end of the Wasilla Shopping Center to provide delivery trucks, safety vehicles and all other traffic a "turnaround" and a safe exit from the property. We agree to pay the price of \$14,463.57 for this property ( based per SF from appraisal by Valley Appraisers). Avanti Corp. proposes to install a fence matching the NBA "friendship" fence along the property line of the new "turnaround parcel". The fence is needed to discourage RV and 4x4 truck access to the park from this property. Avanti Corp. will then work with the City of Wasilla to incorporate acceptable landscaping, with a mix of trees and shrubs that will blend in with the park. Avanti Corp. also will pave the "turnaround" and driveway area behind the shopping center this spring. We hope this is an acceptable plan that can be beneficial to both the City of Wasilla and Avanti Corporation.*

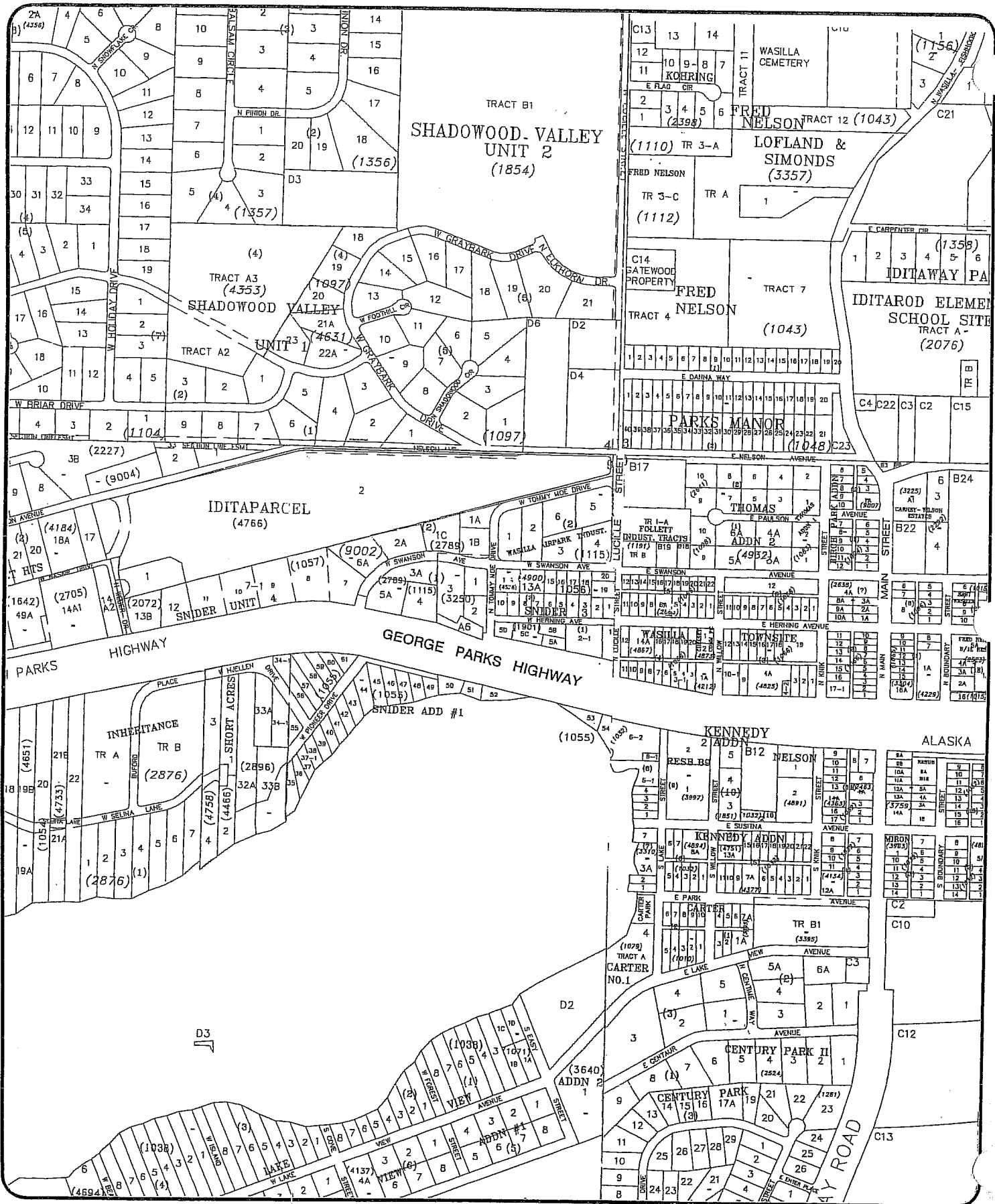
*As you are aware, in the last 2 years we have put a lot of time, effort and money in giving the Wasilla Shopping Center a face lift. We have included major improvements on the building and landscaping. We appreciate the positive response we have had from the City of Wasilla in trying to work out a solution for this problem, and all departments we have come in contact with have been very knowledgeable and helpful. Thank-you!*

Sincerely;



Paul E. Gardner  
General Manager

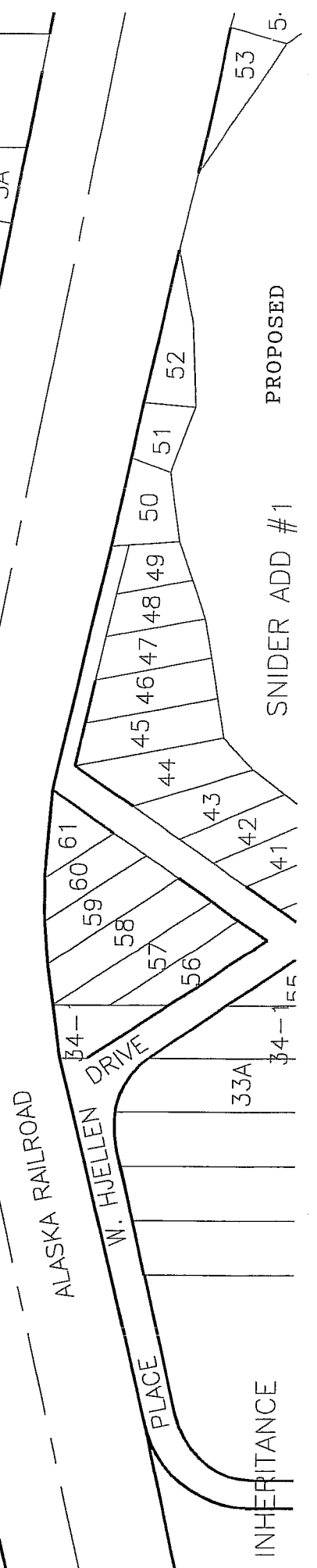
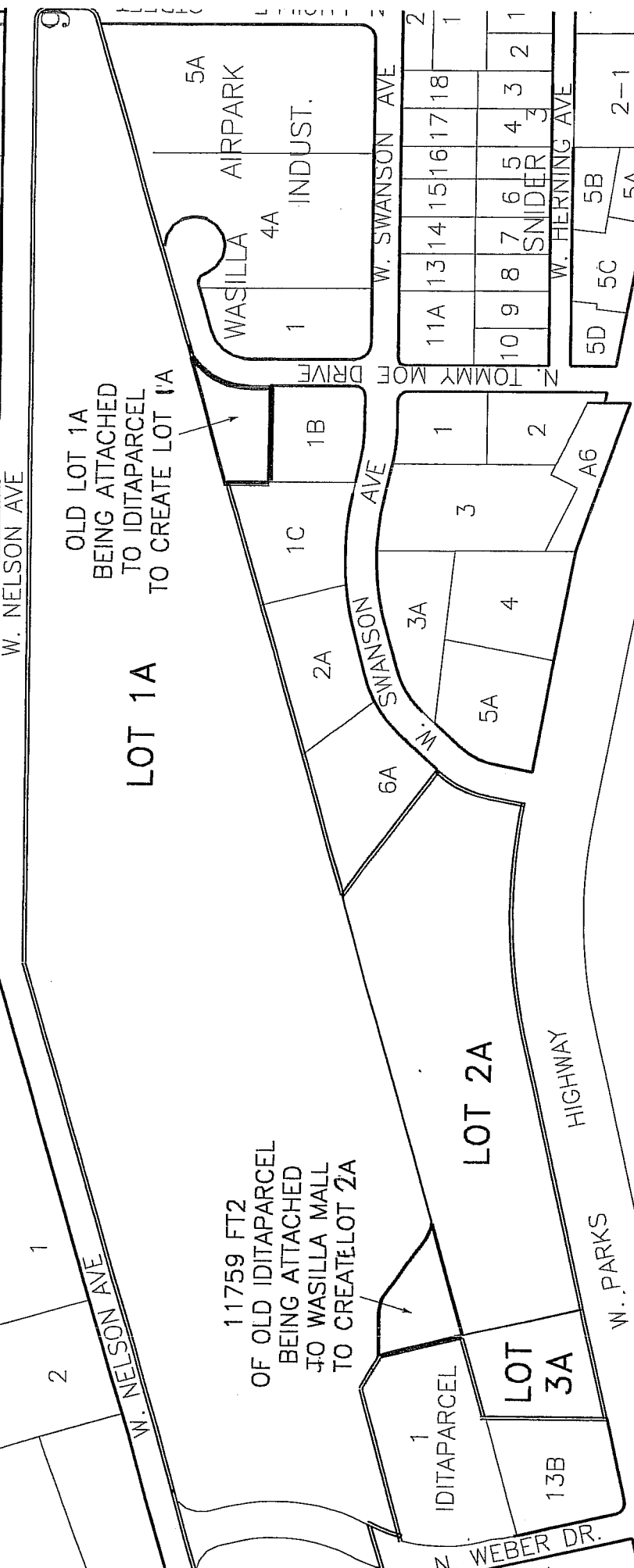
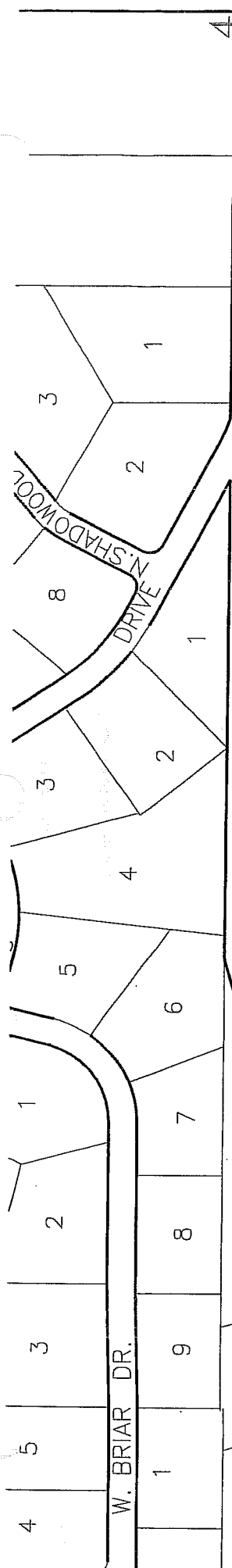
# NEIGHBORHOOD MAP



MILES

CURRENT

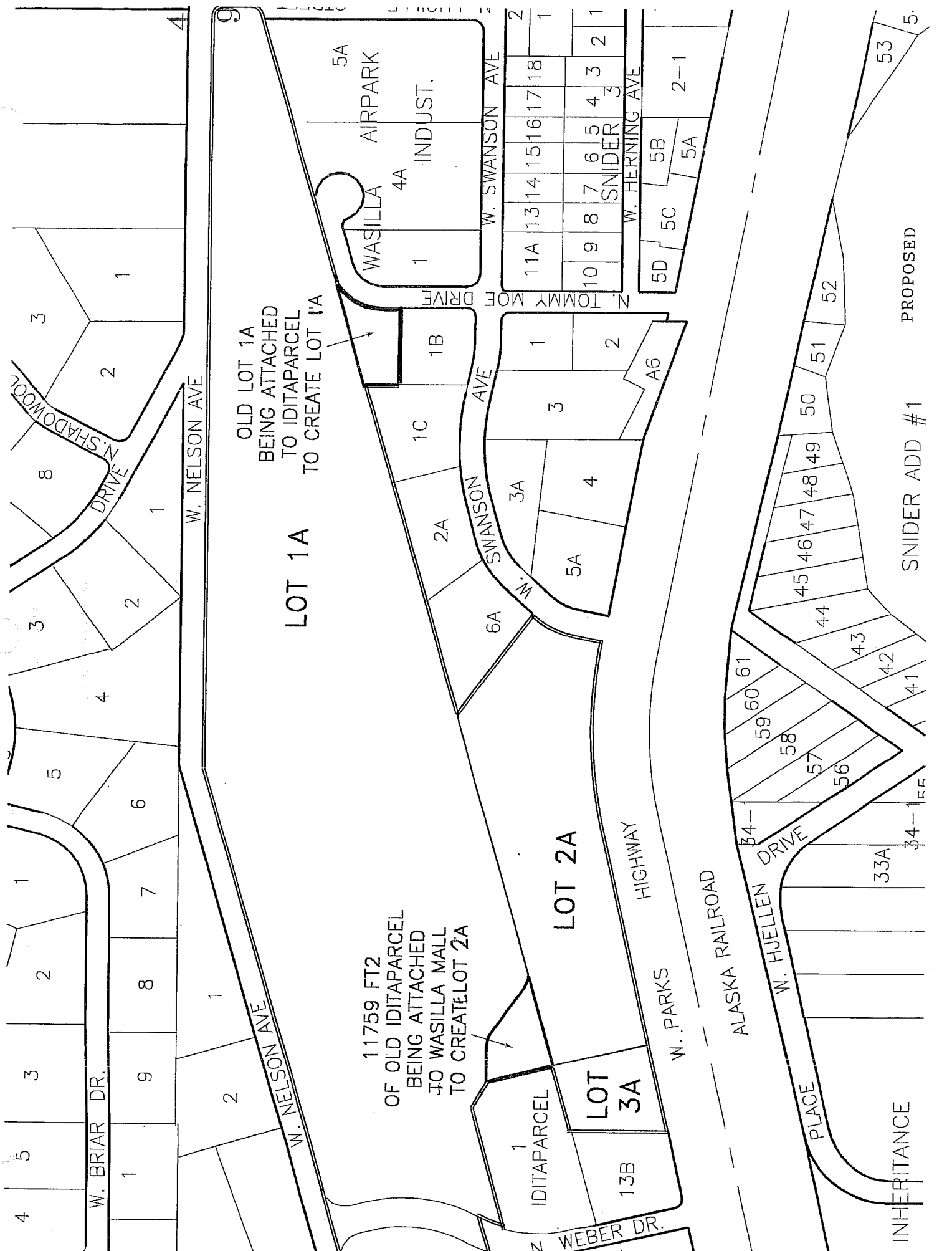




LOT 1A  
 OLD LOT 1A  
 BEING ATTACHED  
 TO IDITAPARCEL  
 TO CREATE LOT 1A

11759 FT2  
 OF OLD IDITAPARCEL  
 BEING ATTACHED  
 TO WASILLA MALL  
 TO CREATE LOT 2A

INHERITANCE  
 SNIDER ADD #1  
 PROPOSED



## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is dated and entered into as of the \_\_\_\_ day of July 2003, by and between the CITY OF WASILLA, an Alaska municipal corporation ("Seller"), whose address is 290 East Herning Avenue, Wasilla, Alaska 99654, and AVANTI CORPORATION ("Purchaser"), whose address is 851 E. Westpoint Drive, Suite 102, Wasilla, AK 99654.

### RECITALS:

WHEREAS, Seller is the owner of certain real property located in the City of Wasilla, Alaska, more particularly described in Exhibit A attached hereto and made a part hereof, containing approximately 11,759 square feet, together with all improvements thereon and appurtenances thereto (collectively, the "**Property**"); and

WHEREAS, Purchaser owns and operates the Wasilla Shopping Center on land contiguous to the Property, and the sale of the Property to Purchaser is necessary for access to allow the proper utilization of a loading berth serving the Wasilla Shopping Center on Purchaser's contiguous land; and

WHEREAS, the continued operation of the Wasilla Shopping Center is in the best interest of the City; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to buy from Seller, the Property, subject to and in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

### ARTICLE I Definitions

1.1 **Defined Terms.** Various terms are defined within the text of this Agreement. Wherever such terms are used in this Agreement, they shall have the meanings given at their respective places of definition. In addition, as used in this Agreement the following terms shall have the meanings indicated:

"**Applicable Law**" shall mean and include the following (including, without limitation, any Environmental Law), as the same may be in effect from time to time:

(i) any and all judicial decisions, statutes, rulings, rules, regulations, permits, or ordinances of any governmental or quasi-governmental authority; and

(ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable to the Property or the ownership, use, or occupancy thereof.

"**Business Day**" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks are authorized by federal law to close.

"**Effective Date**" shall mean the date that both Seller and Purchaser have executed this Agreement and a fully executed original of this Agreement has been delivered to Purchaser.

"**Environmental Law**" shall mean any federal, state, or local law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, or the environmental conditions on or under the Property, or relating to releases, discharges, emissions, or disposals to air, water, soil, or groundwater, or relating to the withdrawal or use of groundwater, or relating to the use, handling, or disposal of polychlorinated biphenyls, asbestos, or urea formaldehyde, or relating to the treatment, disposal, storage, or management of Hazardous Materials or relating to their transportation, storage, disposal, or management, including without limitation the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and all rules, and regulations, published pursuant thereto or promulgated thereunder.

"**Hazardous Material**" shall mean and include without limitation those substances included within the definitions of "hazardous substances" and "hazardous waste" in any Environmental Law, and any material, waste, or substance which is or contains asbestos, polychlorinated biphenyls, petroleum and its derivative by-products, and other explosive or radioactive materials.

## ARTICLE II

### Agreement to Convey; Purchase Price; Earnest Money

2.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, the Property.

2.2 **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") shall be FOURTEEN THOUSAND FOUR HUNDRED SIXTY THREE and 57/100 Dollars (\$14,463.57), payable by Purchaser to Seller as hereinafter provided.

2.3 **Earnest Money.** In order to secure the obligations of Purchaser hereunder, Purchaser shall deposit with Seller, within five (5) Business Days after the Effective Date, the sum of ONE THOUSAND FOUR HUNDRED FORTY SEVEN and 00/100 Dollars (\$1,447.00), as earnest money (the "**Earnest Money**"). The Earnest Money shall be held by Seller and either applied to the Purchase Price at Closing, or otherwise disbursed in accordance with this Agreement.

2.4 **Payment.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, plus or minus prorations and adjustments provided for herein, in immediately available funds.

### **ARTICLE III** **Representations, Warranties, and Covenants**

3.1 **Seller's Representations.** Seller has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Seller.

3.2 **Seller's Disclaimer of Warranties – Purchase of Property “As Is”.** The parties understand and agree that Purchaser has had sufficient opportunity to become familiar with the condition of the Property to Purchaser's satisfaction, including without limitation the opportunity to make such inspections and tests of the condition of the Property as Purchaser has considered appropriate. Purchaser and Seller therefore agree that Purchaser is purchasing the Property “as is,” that is, in its condition as of the date of the Closing, and that Seller makes no warranties or representations of any kind concerning the condition of the Property, including without limitation any warranties or representations concerning (i) the condition of Seller's title to the Property; (ii) the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by Purchaser of the Property or the improvements thereon, (iii) the conformity of the Property and the improvements thereon to the requirements of any Applicable Laws; or (iv) the presence of any Hazardous Material on the Property, or the release of Hazardous Materials on, from or beneath the Property or onto any other property.

3.3 **Purchaser's Representations.** Purchaser has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Purchaser.

### **ARTICLE IV** **Closing; Contingencies**

4.1 **Closing Date.** Closing of the transaction contemplated hereby (“Closing”) shall be held on a Business Day on not more than fifteen (15) days after the Effective Date (the “Closing Date”) at such time as shall be mutually agreeable to the parties hereto.

4.2 **Closing.** On the Closing Date, the funds and documents set forth in Sections 4.3 and 4.4 shall be delivered as those sections provide.

4.3 **Documents to be Delivered to Purchaser at Closing.** On or before the Closing, Seller shall deliver to Purchaser:

(a) a statutory quitclaim deed conveying the Property to Purchaser (the "Deed");

(b) a quitclaim bill of sale conveying to Purchaser all personal property owned by Seller and located on the Property at the time of Closing; if applicable; and

(c) such other documents and instruments as may be required by any other provision of this Agreement or as may be reasonably necessary to consummate the transactions contemplated hereby.

4.4 **Funds and Documents to be Delivered to Seller at Closing.** At Closing, Purchaser shall deliver to Seller the following:

(a) the Purchase Price, as provided in this Agreement; and

(b) such other documents and instruments as may be required by any other provision of this Agreement or as may be reasonably necessary to consummate the transactions contemplated hereby.

4.5 **Expenses.** In addition to the Purchase Price, Purchaser shall pay all closing costs in connection with this Agreement, including without limitation recording fees, escrow fees, and the premium for any policy of title insurance for the Property acquired by Purchaser. Each party shall bear its own legal fees.

4.6 **Conditions.** The obligation of Seller to close this transaction shall be subject to satisfaction of the following conditions:

(a) Prior to Closing, Purchaser shall install a fence on the Property along its boundary with the remainder of Lot 2, Iditaparcels, matching the fence located on the Wells Fargo Bank property.

(b) Prior to Closing, the State of Alaska shall have executed and delivered to Seller, in a form satisfactory to Seller, a quitclaim deed transferring to Seller all of the interest of the State of Alaska in the Property.

## **ARTICLE V**

### **Defaults**

5.1 **Notice and Cure.** No party shall be deemed to be in "Default" (herein so defined) hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that:

(a) if such alleged default is not susceptible of being cured within said ten (10) day period, such party shall not be deemed in Default hereunder so long as such party commences to cure the alleged default within said ten (10) day period and diligently prosecutes the same to completion within thirty (30) days; and

(b) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby on the Closing Date.

5.2 **Default by Seller.** In the event of a Default by Seller hereunder, Purchaser shall be entitled, in addition to any and all other remedies to which Purchaser may be entitled at law or in equity, (i) to terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

5.3 **Default by Purchaser.** In the event of a Default by Purchaser hereunder, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser, in which event, the Earnest Money shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

## **ARTICLE VI**

### **Condemnation; Damage or Destruction**

6.1 **Condemnation.** If, prior to Closing, any condemnation proceedings are threatened or commenced against all or any part of the Property (a "**Condemnation**"), Seller shall so notify Purchaser in writing and Purchaser shall elect, by written notice to Seller within ten (10) days after receipt of Seller's notice, to either:

(a) terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder; or

(b) continue with this Agreement, in which case Purchaser shall be entitled to participate with Seller in all aspects of the Condemnation proceedings, and upon Closing Seller shall credit to Purchaser any Condemnation award paid to Seller in connection with such Condemnation, and/or assign to Purchaser all of Seller's right, title, and interest in, to, and under any Condemnation award to be paid to Seller in connection with such Condemnation;

provided, however, that if Purchaser fails to make an election within the aforesaid ten (10) day period, Purchaser shall be deemed to have elected in accordance with the provisions of subsection (a) above.

6.2 **Damage or Destruction.** If, prior to the Closing, the Property is damaged or destroyed by fire or other casualty, Purchaser shall have the option of (i) accepting the Property in its damaged condition, in which event Seller shall deliver any insurance proceeds it

receives prior to Closing to Purchaser, and assign to Purchaser to the extent permitted by law or such insurance policy at the Closing all of the rights of Seller in and to any proceeds of insurance as a result of said damage or destruction; or (ii) terminating this Agreement by written notice to Seller, in which event Seller shall return the Earnest Money to Purchaser and this Agreement shall become null and void and of no further force or effect.

## **ARTICLE VII** **General Provisions**

7.1 **Intermediaries.** Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transaction contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker or agent alleging entitlement to any such fee or commission as a result of having dealt with the indemnifying party.

7.2 **Notices.** Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth above. Either party may change its address for purposes of notice hereunder by giving written notice thereof as aforesaid.

7.3 **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein.

7.4 **Amendment.** This Agreement may be amended only by a written instrument executed by all of the parties hereto.

7.5 **Waivers.** No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

7.6 **Time Periods.** In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until the end of the next Business Day.

7.7 **Severability.** If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall

be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

7.8 **Headings.** Headings of articles and sections herein are for convenience of reference only and shall not be construed as part of this Agreement.

7.9 **Assignment; Binding Effect.** Purchaser may not assign this Agreement without the written consent of Seller. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

7.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

7.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.

7.12 **Litigation.** In the event any dispute arises hereunder, including but not limited to, with respect to the disposition of the Earnest Money, and litigation or arbitration proceedings are commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such proceedings, including but not limited to attorneys' fees and costs.

7.13 **Construction of Agreement.** In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Real Estate Purchase Agreement to be executed as of the date first written above.

SELLER:

PURCHASER:

CITY OF WASILLA

AVANTI CORPORATION

\_\_\_\_\_  
Dianne M. Keller, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July 2003, by DIANNE M. KELLER, Mayor of the CITY OF WASILLA, an Alaska municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July 2003, by \_\_\_\_\_, \_\_\_\_\_ of AVANTI CORPORATION, an Alaska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_

## EXHIBIT A

### Legal Description of the Property

A portion of Lot 2 Iditaparcel according to Plat No. 98-82, located in the Palmer Recording District, situated within Township 17 North, Range 1 West, Section 9, Seward Meridian, Alaska, and being more fully described as follows:

Beginning at the northeast corner of Lot 1, Iditaparcel according to Plat 98-82, being the True Point of Beginning;  
thence N 12° 49' 10" W along the eastern property line of Lot 1 Iditaparcel according to Plat 98-82 a distance of 117.38 feet;  
thence S 89° 32' 34" E a distance of 59.40 feet to a point of curvature;  
thence southeasterly along a tangent curve, having a radius of 50.00 feet, a distance of 27.48 feet;  
thence S 54° 11' 38" E a distance of 84.87 feet to a point of curvature;  
thence southeasterly along a tangent curve, having a radius of 50.00 feet, a distance of 45.27 feet to the intersection with the southerly boundary of Lot 2 Iditaparcel according to Plat 98-82;  
thence S 73° 55' 34" W along said boundary of Lot 2 Iditaparcel, a distance of 178.32 feet to the southeast corner of Lot 1 Iditaparcel, being the True Point of Beginning and containing approximately 11,760 square feet, more or less and as depicted on Exhibit "A," attached hereto and by this reference made a part hereof, said parcel to become part of Lot 2A of Iditaparcel Addition I.

**PALMER RECORDING DISTRICT**

AFTER RECORDING, RETURN TO:

Thomas F. Klinkner  
Birch, Horton, Bittner and Cherot  
1127 W. 7th Avenue  
Anchorage, Alaska 99501-3399

**QUITCLAIM DEED**

The CITY OF WASILLA, an Alaska municipal corporation, whose address is 290 East Herning Avenue, Wasilla, Alaska 99654 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to AVANTI CORPORATION, an Alaska corporation, whose address is 851 E. Westpoint Drive, Suite 102, Wasilla, AK 99654, all interest which Grantor has, if any, in the following described real property:

Lot 2A of Iditaparcels Addition No. 1 according to Plat No. \_\_\_\_\_,  
located in the Palmer Recording District, situated within Township  
17 North, Range 1 West, Section 9, Seward Meridian, Alaska.

EXECUTED this \_\_\_\_\_ day of July 2003.

CITY OF WASILLA

\_\_\_\_\_  
Dianne M. Keller, Mayor

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July 2003, by DIANNE M. KELLER, Mayor of the CITY OF WASILLA, an Alaska municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_

**WASILLA PLANNING COMMISSION  
RESOLUTION SERIAL NO. 03-15**

**A RESOLUTION OF THE WASILLA PLANNING COMMISSION SUPPORTING THE  
SALE OF A PORTION OF LOT 2, IDITAPARCEL, RECORDED PLAT NUMBER 98-  
82, PALMER RECORDING DISTRICT.**

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WHEREAS, Avanti Corporation, owners of Wasilla Shopping Center, are requesting to purchase an 11,759 square foot portion of Lot 2, Iditaparcel from the City to facilitate truck turnaround for deliveries to commercial businesses within the shopping center; and

WHEREAS, the State Department of Transportation and Public Facilities supports the transfer of subject parcel of land to aide safe egress and ingress to commercial businesses; and

WHEREAS, the application for purchase of City owned property complies with the provisions of WMC 5.32; and

WHEREAS, a public meeting was held on this proposal on this date, June 24, 2003; and

WHEREAS, the land sale will be beneficial to the commercial businesses at Wasilla Shopping Mall;

WHEREAS, Avanti Corporation will install a screening fence and landscaping to improve the aesthetics between the Shopping Center Service areas and the park; and

NOW, THEREFORE BE IT RESOLVED, that the Wasilla Planning Commission recommends to the Wasilla City Council the sale of a portion of Lot 2, Iditaparcels to Avanti Corporation with the following conditions:

1. Construct a friendship fence similar to the fence located on adjacent Wells Fargo Bank property along the property line to screen loading area from Iditapark.

BE IT FURTHER RESOLVED, the Wasilla Planning Commission supports the sale of a portion of Lot 2 Iditaparcels based on the following findings of fact:

1. ADOT & PF does not object to this sale of property.
2. All applicable setbacks are met in accordance with WMC 16.24.
3. This property is zoned C—Commercial and the use of said property is an appropriate use for this property.
4. Avanti Corporation has agreed to pay more than the Borough's assessed value for the property and has paid for all necessary replatting costs.

ADOPTED by the Wasilla Planning Commission on June 24, 2003.

APPROVED:

  
STAN TUCKER, Chairman

ATTEST:

  
JILL CARRICABURU, Planning Clerk

[SEAL]

# STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

STATEWIDE DESIGN & ENGINEERING SERVICES DIVISION  
CENTRAL REGION - RIGHT OF WAY SECTION

FRANK H. MURKOWSKI, GOVERNOR

4111 AVIATION AVENUE  
P.O. BOX 196900  
ANCHORAGE, ALASKA 99519-6900  
(907) 269-0700 (FAX 248-9456)  
(TTY 269-0473) 1-800-770-5263

June 13, 2003

RECEIVED

JUN 16 2003

PLANNING OFFICE  
CITY OF WASILLA

Tim Krug, City Planner  
City of Wasilla  
290 E Herning Ave  
Wasilla, AK 99654-7091

Re: Iditaparcels - exchange of reversionary interest  
ROW File #: 216.111

Dear Mr. Krug:

I am writing to notify you that the Department of Transportation and Public Facilities has processed and approved your request for the "exchange" of reversionary interest between a portion of Lot 2 Iditaparcels and Lot 1A Block 2 Wasilla Airpark Industrial Subdivision.

In the interest of resolving this local access issue, the Department is prepared to execute a Commissioner's Quitclaim Deed to the City of Wasilla in order to remove DOT&PF reversionary interests on a portion of Lot 2, Iditaparcels Subdivision and transfer those reversionary interests to Lot 1A, Block 2 Wasilla Airpark Industrial Subdivision via the Iditaparcels Addition I re-plat.

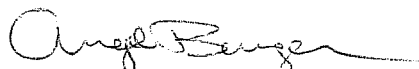
Doug with Denali North reports that he has included the following language as a note on the re-plat and has assured me that all relevant parties are agreeable to said note:

1. That portion of Lot 2A, Iditaparcels Addition I, re-platted from Lot 1A, Block 2, Wasilla Airpark Industrial Subdivision, Plat No. 84-155, is hereby subject to the following:

The above-described property is subject to the condition that said property be used only for public purposes. If this condition is violated, the above-described real property shall automatically revert to the State of Alaska, Department of Transportation and Public Facilities. Furthermore, the City of Wasilla agrees to execute any documents reasonably necessary to effectuate or perfect the reversionary interest of the State of Alaska, Department of Transportation and Public Facilities.

I will await your notification that all parties are prepared, all prerequisite obligations and duties have been fulfilled and the plat has been approved and is ready to be recorded. Please give me a call at (907) 269-0683 to coordinate the finalizing of this transaction or if I may be of further assistance in the preparation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angel Bungler".

Angel Bungler  
Right of Way Agent

Enc: draft of Commissioner's Quitclaim Deed

cc: K. Kim Rice, P.E., Chief Right of Way Agent  
David Heier, Pre-Audit & Property Management





### COMMISSIONER'S QUITCLAIM DEED

THE GRANTOR, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, whose mailing address is P.O. Box 196900, Anchorage, AK 99519-0690, hereinafter referred to as "the State", acting by and through its Commissioner, under the authority of A.S. 19.05.070, for and in consideration of One and No/100 ----(\$1.00) DOLLARS and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby release and quitclaim unto **The City of Wasilla**, whose mailing address is 290 East Herning Avenue, Wasilla, Alaska 99654-7091, hereinafter referred to as "the City", all right, title, and interest, if any, in and to that real property situated in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

A portion of Lot 2 Iditaparcels according to Plat No. 98-82, located in the Palmer Recording District, situated within Township 17 North, Range 1 West, Section 9, Seward Meridian, Alaska, and being more fully described as follows:

Beginning at the northeast corner of Lot 1, Iditaparcels according to Plat 98-82, being the True Point of Beginning;  
 thence N 12° 49' 10" W along the eastern property line of Lot 1 Iditaparcels according to Plat 98-82 a distance of 117.38 feet;  
 thence S 89° 32' 34" E a distance of 59.40 feet to a point of curvature;  
 thence southeasterly along a tangent curve, having a radius of 50.00 feet, a distance of 27.48 feet,;  
 thence S 54° 11' 38" E a distance of 84.87 feet to a point of curvature;  
 thence southeasterly along a tangent curve, having a radius of 50.00 feet, a distance of 45.27 feet to the intersection with the southerly boundary of Lot 2 Iditaparcels according to plat 98-82;  
 thence S 73° 55' 34" W along said boundary of Lot 2 Iditaparcels, a distance of 178.32 feet to the southeast corner of Lot 1 Iditaparcels, being the True Point of Beginning and containing approximately 11,760 square feet, more or less and as depicted on Exhibit "A", attached hereto and by this reference made a part hereof, said parcel to become part of Lot 2A of Iditaparcels Addition I.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

