

Introduced by: Mayor
Date: May 21, 1991
Vote: UNANIMOUS
Action: ADOPTED

KENAI PENINSULA BOROUGH

RESOLUTION 91-69

AUTHORIZING THE PURCHASE OF LAND FROM ROBERT D. HANSEN AND PAMELA HANSEN FOR THE PURPOSE OF ESTABLISHING A BUFFER ZONE OF PROPERTIES AROUND THE SOLDOTNA LANDFILL SITE

WHEREAS, the Mayor has proposed the purchase of properties adjacent to the Soldotna Landfill to establish a buffer zone; and

WHEREAS, by Ordinance 91-3, the Assembly appropriated \$2,108,600 for the purchase of the properties with the provision that the decision to purchase any individual property and approval of the terms of the sale was reserved to the Assembly; and

WHEREAS, three agreements have been reached with ROBERT D. HANSEN AND PAMELA HANSEN that would establish the terms of sale of the property to the Borough; and

WHEREAS, according to the terms of the agreements these offers will be presented to the Assembly for its consideration;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

Section 1. That the Assembly hereby authorizes the purchase of property as described in the three attached Purchase Agreements and authorizes the Mayor to proceed with the purchases in accordance with the terms and conditions of the agreements and make such payments or execute such deeds of property as are necessary to carry out the purchase agreements.

Section 2. That the three attached agreements hereby approved are hereby incorporated into this resolution as if wholly set forth and shall be a permanent part of the resolution.

Section 3. That this resolution shall take effect at 12:01 a.m. of the date after its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS

21st DAY OF May, 1991.

James W. Skogstad
James W. Skogstad, Assembly President

ATTEST:

Geresa Hudson
Acting Borough Clerk

R91-69

M E M O R A N D U M

TO: Borough assembly members
FROM: *KAS* Kristine A. Schmidt, Deputy Borough Attorney
DATE: May 14, 1991
SUBJECT: Soldotna landfill purchase contracts

The Soldotna landfill purchase contracts accompanying Resolution 91-66 and 91-69 were not completely executed in time for the packet print deadline, and therefore not in the packet. The completely executed contracts will be sent to the assembly separately.

AGREEMENT TO PURCHASE

The KENAI PENINSULA BOROUGH, hereinafter "Purchaser," at 144 N. Binkley Street, Soldotna, Alaska 99669, and Robert D. Hansen and Pamela Hansen

hereinafter "Sellers," residing at Po Box 1944, Soldotna, AK 99669, enter into this Agreement for the purchase of the real property and improvements described as:

Beginning at the Northwest corner of the Southwest one-quarter (SW 1/4) of Section 13, Township 4 North, Range 11 West, Seward Meridian; thence East parallel to the East and West section lines a distance of 980 feet to a point designated as Point No. 1, thence proceed South at right angles 600 feet to a point designated Corner No. 2; thence East at right angles 340 feet to a point designated Corner No. 3; thence North at right angles 600 feet to a point designated as Corner No. 4; thence West at right angles 340 feet to the Point of Beginning, located in the Kenai Recording District, State of Alaska. Tax parcel No. 131-094-23.

together with all fixtures and equipment attached to and a part of the above-described property.

1. This Agreement to Purchase is subject to and conditioned upon Assembly appropriation and approval of this Agreement to Purchase. The Purchaser agrees that upon appropriation and approval by the Assembly of this Agreement it will pay \$202,000.00 to purchase the property. This payment will be made to a closing agent who will disburse all sums necessary to pay off prior liens or encumbrances and disburse the net proceeds to the Sellers. The closing agent fee will be paid by Purchaser except as otherwise provided in this Agreement.

2. The Sellers shall convey title by statutory warranty deed. The Sellers warrant that there are no encumbrances or interests in the property affecting the title nor are there any easements to which this property is subject other than for utilities or sectionline easements. Deeds shall be drawn in the name of the Kenai Peninsula Borough, an Alaska municipal corporation, 144 N. Binkley Street, Soldotna, Alaska 99669.

3. This Agreement is entered into by the Sellers in consideration of the Borough's promises to seek Assembly appropriation and approval of the sale agreement and for consideration of \$100.00 earnest money and other good and valuable consideration. If the purchase is completed this amount will be a credit against the purchase price.

4. Purchaser will require title insurance and all fees and expenses for title search and title insurance will be paid by the Purchaser. Arrangements for title searches and title insurance will be the responsibility of the Purchaser.

5. All expenses or costs associated with the prepayment or pay-off of any liens or mortgages on the property will be the responsibility of the Sellers. These costs, if any, will be deducted from the proceeds of the sale at closing by the closing Agreement to Purchase (4/2/91)

the Sellers in conducting the activity giving rise to the contamination requiring the cleanup or removal.

- d. The Purchaser will hold the Sellers harmless from claims or damages due to contamination on Sellers' property that exist because of Purchaser's disposal of waste at the Soldotna Landfill or other activities of the Purchaser.
- e. Purchaser agrees that it will hold the Sellers harmless from claims that may be asserted against Sellers arising out of activities of the Purchaser after closing except where the claim arises out of some act of the Sellers, their agents or representatives.
- f. Notwithstanding other rights that it may have to recover any expenses for cleanup activities under this agreement or by law, the Purchaser agrees that it will not seek indemnity, reimbursement, damages or recovery of cleanup costs from Sellers unless the costs for such activity paid or to be paid by Purchaser exceeds or is reasonably expected to exceed \$5000. This applies to all cleanup or removal activities the Purchaser may be required to take under current or future laws.
- g. Except as specifically provided in this agreement, the provisions of Section 8 of this Agreement do not create any obligation on the part of the Purchaser to defend, indemnify, or hold harmless the Sellers from any claims by other persons or entities that arise or are claimed to arise out of any storage use or disposal of fuels, hazardous or toxic materials or waste by the Sellers or any prior owner or other person. Sellers acknowledge the responsibility to handle such claims without recourse to the Purchaser.

9. Taxes and assessments for the current calendar year will be prorated as the date of closing. If at closing the amount of taxes due are not yet determined, the taxes shall be estimated on best estimation of the Borough and the necessary amounts deposited and held in escrow for payment of the taxes. If additional amounts are necessary to pay the taxes, the Sellers and Purchaser each agree to provide the necessary additional funds to cover their prorated share of the taxes.

SELLER

Robert D. Hansen by P.H. P.O.A.
Dated: May 14, 1991

ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14 day of May, 1991, Donald E. Gilman, Mayor, Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

Elizabeth A. Culley
Notary Public in and for Alaska
My Commission Expires: 1-4-95



ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14th day of May, 1991, by Pamela R. Hansen and _____ by power of attorney

NOTARY PUBLIC
Barbara A. Lewis
State of Alaska
My commission expires 3-25-94

Barbara A. Lewis
Notary Public in and for Alaska
My Commission Expires: 3-25-94

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY:

Acting Jerica Hudson
Borough Clerk

for Kristine A. Schmidt, Deputy Borough
Thomas R. Boedeker
Borough Attorney Attorney

Individual Acknowledgment (Alaska)

UNITED STATES OF AMERICA,
STATE OF ALASKA.

} ss.

THIS IS TO CERTIFY that on this 22 day of Sept, 1981

before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Robert D Hansen

to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Sandra D Toloff

Notary Public for State of Alaska. My commission expires 4-9-83



81-007451

11⁰⁰

RECORDED-FILED
KENAI REC.
DISTRICT

OCT 2 2 19 PM '81

REQUESTED BY [Signature]

ADDRESS _____

AGREEMENT TO PURCHASE

The KENAI PENINSULA BOROUGH, hereinafter "Purchaser," at 144 N. Binkley Street, Soldotna, Alaska 99669, and Robert D. Hansen and Pamela Hansen hereinafter "Sellers," residing at PO Box 1944, Soldotna, AK 99669, enter into this Agreement for the purchase of the real property and improvements described as:

T04N, R11W, Sec. 13, Lot 2 of Block 1, KANANEN SUBDIVISION, according to plat K1723 filed in the Kenai Recording District, Third Judicial District, State of Alaska. Tax parcel No. 131-094-25.

together with all fixtures and equipment attached to and a part of the above-described property.

1. This Agreement to Purchase is subject to and conditioned upon Assembly appropriation and approval of this Agreement to Purchase. The Purchaser agrees that upon appropriation and approval by the Assembly of this Agreement it will pay \$ 16,000.00 to purchase the property. This payment will be made to a closing agent who will disburse all sums necessary to pay off prior liens or encumbrances and disburse the net proceeds to the Sellers. The closing agent fee will be paid by Purchaser except as otherwise provided in this Agreement.

2. The Sellers shall convey title by statutory warranty deed. The Sellers warrant that there are no encumbrances or interests in the property affecting the title nor are there any easements to which this property is subject other than for utilities or sectionline easements. Deeds shall be drawn in the name of the Kenai Peninsula Borough, an Alaska municipal corporation, 144 N. Binkley Street, Soldotna, Alaska 99669.

3. This Agreement is entered into by the Sellers in consideration of the Borough's promises to seek Assembly appropriation and approval of the sale agreement and for consideration of \$100.00 earnest money and other good and valuable consideration. If the purchase is completed this amount will be a credit against the purchase price.

4. Purchaser will require title insurance and all fees and expenses for title search and title insurance will be paid by the Purchaser. Arrangements for title searches and title insurance will be the responsibility of the Purchaser.

5. All expenses or costs associated with the prepayment or pay-off of any liens or mortgages on the property will be the responsibility of the Sellers. These costs, if any, will be deducted from the proceeds of the sale at closing by the closing agent.

Agreement to Purchase (4/2/91)

Page 1 of 5 Pages

the Sellers in conducting the activity giving rise to the contamination requiring the cleanup or removal.

- d. The Purchaser will hold the Sellers harmless from claims or damages due to contamination on Sellers' property that exist because of Purchaser's disposal of waste at the Soldotna Landfill or other activities of the Purchaser.
- e. Purchaser agrees that it will hold the Sellers harmless from claims that may be asserted against Sellers arising out of activities of the Purchaser after closing except where the claim arises out of some act of the Sellers, their agents or representatives.
- f. Notwithstanding other rights that it may have to recover any expenses for cleanup activities under this agreement or by law, the Purchaser agrees that it will not seek indemnity, reimbursement, damages or recovery of cleanup costs from Sellers unless the costs for such activity paid or to be paid by Purchaser exceeds or is reasonably expected to exceed \$5000. This applies to all cleanup or removal activities the Purchaser may be required to take under current or future laws.
- g. Except as specifically provided in this agreement, the provisions of Section 8 of this Agreement do not create any obligation on the part of the Purchaser to defend, indemnify, or hold harmless the Sellers from any claims by other persons or entities that arise or are claimed to arise out of any storage use or disposal of fuels, hazardous or toxic materials or waste by the Sellers or any prior owner or other person. Sellers acknowledge the responsibility to handle such claims without recourse to the Purchaser.

9. Taxes and assessments for the current calendar year will be prorated as the date of closing. If at closing the amount of taxes due are not yet determined, the taxes shall be estimated on best estimation of the Borough and the necessary amounts deposited and held in escrow for payment of the taxes. If additional amounts are necessary to pay the taxes, the Sellers and Purchaser each agree to provide the necessary additional funds to cover their prorated share of the taxes.

SELLER

Robert D. Hansen by POA
Dated: 04/12/91

ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14 day of May, 1991, Donald E. Gilman, Mayor, Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

Elizabeth A. Culley
Notary Public in and for Alaska
My Commission Expires: 1-4-95

ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 12th day of April, 1991, by Tamela K. Hansen and Tamela K. Hansen for Robert D. Hansen per power of Attorney



Notary Public
State of Alaska
CAROLYN L. TURKINGTON

Carolyn L. Turkington
Notary Public in and for Alaska
My Commission Expires: 05-10-92

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY:

Terese Hudson
Acting Borough Clerk

Kristine Schmitt, Deputy Borough
for Thomas R. Boedeker
Borough Attorney Attorney

UNITED STATES OF AMERICA,
STATE OF ALASKA.

Individual Acknowledgment (Alaska)

ss.

THIS IS TO CERTIFY that on this 22 day of Sept, 1981
before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned
and sworn, personally appeared Robert D Hansen

to me known to be the person described in and who executed the above and foregoing instru-
ment, and acknowledged to me that he signed and sealed the same freely and volun-
tarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Sandra D Toloff

Notary Public for State of Alaska. My commission expires 4-9-83



81-007451

11⁰⁰

RECORDED-FILED
KENAI REC.
DISTRICT

OCT 2 2 19 PM '81

REQUESTED BY [Signature]

ADDRESS _____

AGREEMENT TO PURCHASE

The KENAI PENINSULA BOROUGH, hereinafter "Purchaser," at 144 N. Binkley Street, Soldotna, Alaska 99669, and Robert D. Hansen and Pamela Hansen hereinafter "Sellers," residing at PO Box 1944, Soldotna, AK 99669, enter into this Agreement for the purchase of the real property and improvements described as:

T04N, R11W, Sec. 13, Lot 1 of Block 1, KANANEN SUBDIVISION, according to plat K1723 filed in the Kenai Recording District, Third Judicial District, State of Alaska. Tax parcel No. 131-094-24.

together with all fixtures and equipment attached to and a part of the above-described property.

1. This Agreement to Purchase is subject to and conditioned upon Assembly appropriation and approval of this Agreement to Purchase. The Purchaser agrees that upon appropriation and approval by the Assembly of this Agreement it will pay \$16,000.00 to purchase the property. This payment will be made to a closing agent who will disburse all sums necessary to pay off prior liens or encumbrances and disburse the net proceeds to the Sellers. The closing agent fee will be paid by Purchaser except as otherwise provided in this Agreement.

2. The Sellers shall convey title by statutory warranty deed. The Sellers warrant that there are no encumbrances or interests in the property affecting the title nor are there any easements to which this property is subject other than for utilities or sectionline easements. Deeds shall be drawn in the name of the Kenai Peninsula Borough, an Alaska municipal corporation, 144 N. Binkley Street, Soldotna, Alaska 99669.

3. This Agreement is entered into by the Sellers in consideration of the Borough's promises to seek Assembly appropriation and approval of the sale agreement and for consideration of \$100.00 earnest money and other good and valuable consideration. If the purchase is completed this amount will be a credit against the purchase price.

4. Purchaser will require title insurance and all fees and expenses for title search and title insurance will be paid by the Purchaser. Arrangements for title searches and title insurance will be the responsibility of the Purchaser.

5. All expenses or costs associated with the prepayment or pay-off of any liens or mortgages on the property will be the responsibility of the Sellers. These costs, if any, will be deducted from the proceeds of the sale at closing by the closing Agreement to Purchase (4/2/91)

Handwritten initials:
JW
JAH

the Sellers in conducting the activity giving rise to the contamination requiring the cleanup or removal.

- d. The Purchaser will hold the Sellers harmless from claims or damages due to contamination on Sellers' property that exist because of Purchaser's disposal of waste at the Soldotna Landfill or other activities of the Purchaser.
- e. Purchaser agrees that it will hold the Sellers harmless from claims that may be asserted against Sellers arising out of activities of the Purchaser after closing except where the claim arises out of some act of the Sellers, their agents or representatives.
- f. Notwithstanding other rights that it may have to recover any expenses for cleanup activities under this agreement or by law, the Purchaser agrees that it will not seek indemnity, reimbursement, damages or recovery of cleanup costs from Sellers unless the costs for such activity paid or to be paid by Purchaser exceeds or is reasonably expected to exceed \$5000. This applies to all cleanup or removal activities the Purchaser may be required to take under current or future laws.
- g. Except as specifically provided in this agreement, the provisions of Section 8 of this Agreement do not create any obligation on the part of the Purchaser to defend, indemnify, or hold harmless the Sellers from any claims by other persons or entities that arise or are claimed to arise out of any storage use or disposal of fuels, hazardous or toxic materials or waste by the Sellers or any prior owner or other person. Sellers acknowledge the responsibility to handle such claims without recourse to the Purchaser.

9. Taxes and assessments for the current calendar year will be prorated as the date of closing. If at closing the amount of taxes due are not yet determined, the taxes shall be estimated on best estimation of the Borough and the necessary amounts deposited and held in escrow for payment of the taxes. If additional amounts are necessary to pay the taxes, the Sellers and Purchaser each agree to provide the necessary additional funds to cover their prorated share of the taxes.

SELLER

Robert D. Hansen by POA
Dated: 04/12/91 POA

ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14 day of May, 1991, Donald E. Gilman, Mayor, Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

Elizabeth A. Culley
Notary Public in and for Alaska
My Commission Expires: 1-4-95

ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 12th day of April, 1991, by Pamela R. Hansen and Pamela R. Hansen for Robert D. Hansen per Power of Attorney.



Notary Public
My Commission Expires
08-10-92

Carolyn L. Turkington
Notary Public in and for Alaska
My Commission Expires: 08-10-92

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY:

Jeresa Hudson
Acting Borough Clerk

Kristine A. Schmidt, Deputy Borough
for Thomas R. Boedeker
Borough Attorney Attorney

UNITED STATES OF AMERICA,
STATE OF ALASKA.

Individual Acknowledgment (Alaska)

ss.

THIS IS TO CERTIFY that on this 22 day of Sept, 1981

before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Robert D. Hansen

to me known to be the person described in and who executed the above and foregoing instrument, and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Sandra D. Toloff

Notary Public for State of Alaska. My commission expires 4-9-83



81-007451

11⁰⁰

RECORDED-FILED
KENAI REC.
DISTRICT

OCT 2 2 19 PM '81

REQUESTED BY [Signature]

ADDRESS _____