

## **THREE PARTY AGREEMENT TO SURVEY, PURCHASE/SELL, AND CONVEY LAND**

This Agreement is made by and between STANLEY & SONS, LLC whose address is 5011 Spenard Road, Anchorage, Alaska 99517, (hereinafter referred to as "Stanley") and SOLDIER CREEK CORPORATION whose address is 232 E. 10<sup>th</sup> Avenue, Anchorage, Alaska 99501, (hereinafter referred to as "Soldier") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB").

WHEREAS, Stanley is the owner of that real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lot Two "A" One (2A-1), Mullen Homestead Subdivision, Addition No. 3, according to Plat No. 2000-44, Kenai Recording District, Third Judicial District, State of Alaska.

WHEREAS, KPB has offered to survey, plat, and buy Property of Stanley being a certain 3.02 +/- acres portion of said Lot 2A-1 along with the dedication of right-of-way along 0.52 +/- acres ("Transaction 1 Property"), subject to assembly authorization and appropriation of funds, and Stanley is willing to plat, dedicate, and sell the certain area of real property as evidenced by this Purchase Agreement, subject to recordation of the corresponding subdivision plat; and

WHEREAS, Soldier is the owner of that real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Tract B-2C, Mullen Homestead Subdivision, Soldotna Creek Addition, according to Plat No. 2015-47, Kenai Recording District, Third Judicial District, State of Alaska.

WHEREAS, KPB has offered to survey, plat, and buy Property of Soldier being a certain 0.96 +/- acre portion of said Tract B-2C, along with the dedication of right-of-way along 0.40 +/- acres ("Transaction 2 Property"), subject to assembly authorization and appropriation of funds, and Soldier is willing to plat, dedicate, and sell the certain area of real property as evidenced by this Purchase Agreement, subject to recordation of the corresponding subdivision plat; and

WHEREAS, Stanley has offered to survey, plat, and buy Property of Soldier being a certain 0.32 +/- acre portion of said Tract B-2C and apportioned area belonging to Tract B-2C, (collectively "Transaction 3 Property") as a result of right-of-way dedication and vacation processes, and Soldier is willing to plat and sell the certain area of real property as evidenced

by this Purchase Agreement, subject to the vacation of right-of-way and recordation of the corresponding subdivision plat;

NOW THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

1. PURCHASE OF PROPERTY

Transaction 1: Property Transfer from Stanley to KPB

Stanley shall sell to KPB, and KPB shall purchase from Stanley Transaction 1 Property for a purchase price One Million Two Hundred Thirty-three Thousand Six Hundred Nineteen dollars and NO cents (\$1,233,619.00). The purchase price shall be paid by KPB to Stanley in cash or other immediately available funds at time of closing. The purchase of the Property and appropriation for the purchase are subject to borough assembly approval.

Transaction 2: Property Transfer from Soldier to KPB

Soldier shall sell to KPB, and KPB shall purchase from Soldier the Transaction 2 Property for a purchase price of Two Hundred Sixty-Six Thousand Five Hundred Eighty-Seven dollars and NO cents (\$266,587.00). The purchase price shall be paid by KPB to Soldier in cash or other immediately available funds at time of closing. The purchase of the Property and appropriation for the purchase are subject to borough assembly approval.

Transaction 3: Property Transfer from Soldier to Stanley

Soldier shall sell to Stanley, and Stanley shall purchase from Soldier the Transaction 3 Property for a purchase price of One Hundred Eleven Thousand Five Hundred Thirteen dollars and NO cents (\$111,513.00). The purchase price shall be paid by Stanley to Soldier in cash or other immediately available funds at time of closing.

Upon completion of the requisite survey and prior to closing, the surveyed areas will be verified against the acreage assumed at the original time of agreement. In the event that there is a difference in area attributed to a transaction(s), then the purchase price shall be adjusted by the respective per-square-foot price to match the professionally surveyed area.

2. EXPIRATION OF OFFER

Stanley AND Soldier shall sign and return this Purchase Agreement to KPB on or before September 4, 2018 otherwise this offer shall terminate. This agreement shall only be binding as made among the three parties as a whole.

3. TITLE

Title shall be delivered at time of closing by Warranty Deed, which shall be issued to KPB as to Transactions 1 & 2 and Stanley as to Transaction 3. Title shall be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record.

#### 4. ZONING

Purchase of the property by KPB is contingent upon the acquisition of any zoning permits necessary for KPB's intended use as a public fire station, satisfactory to KPB. Stanley and Soldier agree to sign any applications, if necessary, to initiate applicable zoning processes for this purpose. In the event that KPB is unable to secure approvals necessary to utilize the Property for KPB's intended use, then KPB may terminate this agreement without penalty.

#### 5. ESCROW AND CLOSING COSTS

Closing costs of document preparation fees, escrow fees, recording fees, preliminary title fees, survey costs, and recording fees will be paid by KPB. Property taxes for 2018 will be prorated based on the portion value  $[(\text{transacted portion/assessed land value}) \times (\text{remaining calendar days}/365)] \times 2018 \text{ levy}$ . Stanley shall be responsible for any realtor's commission, unpaid taxes for prior years and unpaid outstanding assessments, attributable to Transaction 1 and Transaction Property 1. Soldier shall be responsible for any realtor's commission, unpaid taxes for prior years and unpaid outstanding assessments attributable to Transactions 2 and 3 and Transaction Property 2 and Transaction Property 3. KPB and Stanley are independently responsible for title insurance with respect to the properties each party is purchasing, if elected. All costs will be paid in full at the time of closing.

#### 6. CLOSING

Unless otherwise agreed in writing, closing will occur within 180 days of execution of this Purchase Agreement or 60 days of the recording of a subdivision plat in the event that more than 120 days is needed to complete the plat. At closing, parties will pay the complete purchase price. Both parties will execute all documents required to complete the Purchase Agreement and, if applicable, establish an escrow account.

#### 7. POSSESSION

Possession shall be delivered at time of recording.

#### 8. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Property by the Kenai Peninsula Borough is subject to authorization by the Kenai Peninsula Borough Assembly and appropriation of funds. If the Kenai Peninsula Borough Assembly fails to authorize the purchase of the subject land and appropriate funds, this agreement shall be terminated without penalty.

#### 9. REQUISITE SURVEY, PLAT AND DEDICATION

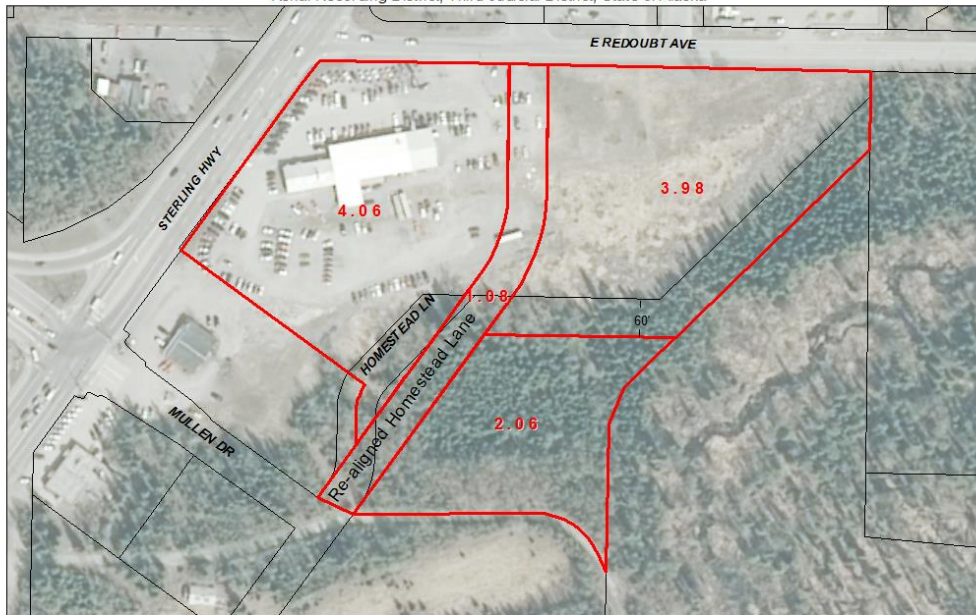
This offer and agreement is contingent on the requirement to complete a subdivision plat consistent with the Plan of Survey below which will establish a Tract of land approximately 3.98 acres (Transactions 1 & 2), a Tract of land approximately 4.06 acres (Transaction 3), and a Lot approximately 2.06 acres (retained by Soldier and which may be split into two lots at Soldier's option), and will create a realigned dedication 60-feet in width extending Homestead Lane to East Redoubt Avenue subject of this purchase agreement. The plan of survey shall be

accomplished through three (3) phases, or equivalent actions, as shown below. KPB shall, at its sole expense, complete such survey and prepare the subdivision plat through a professionally licensed surveyor. All parties shall execute the plat once approved by city and borough platting authorities, and KPB shall pay to record the plat. The parties agree that the plat will be recorded at closing concurrently with the warranty deeds in the following sequence: 1) “Phase 1” Plat, 2) “Phase 2” Plat, 3) Warranty Deeds, 4) “Phase 3” Plat.

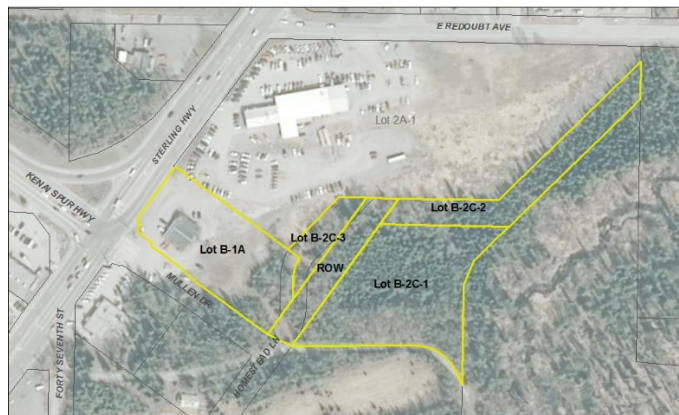
## PLAN OF SURVEY

A three lot subdivision with a realigned 60' right-of-way dedication  
from

Lot 2A-1, Mullen Homestead Subdivision, Addition No. 3, according to Plat No. 2000-44, and  
Tract B-2C Mullen Homestead Sub, Soldotna Creek Addn, Plat No. 2015-47  
Kenai Recording District, Third Judicial District, State of Alaska



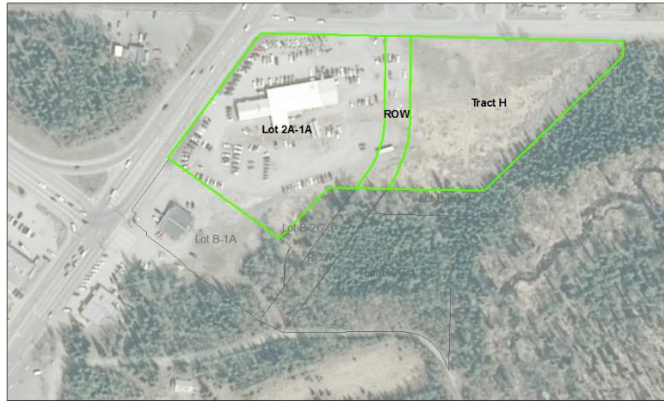
### Plan of Survey Phase 1 Homestead Realignment & Transferrable Parcels



Parties to Plat: Soldier Creek Corporation & Retail 1 Soldotna



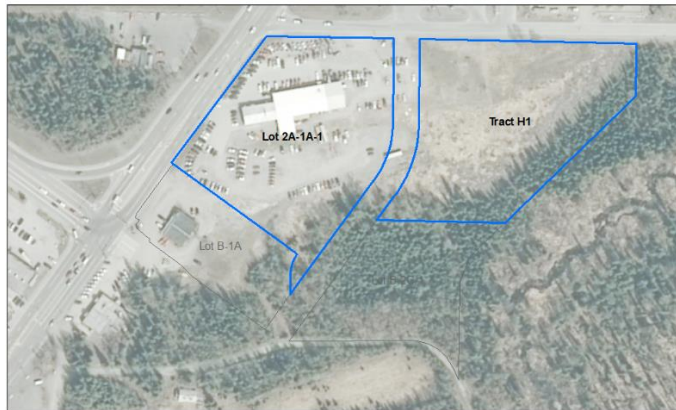
**Plan of Survey Phase 2  
Homestead Connection & Transferrable Parcel**



Parties to Plat: Stanley & Sons, LLC



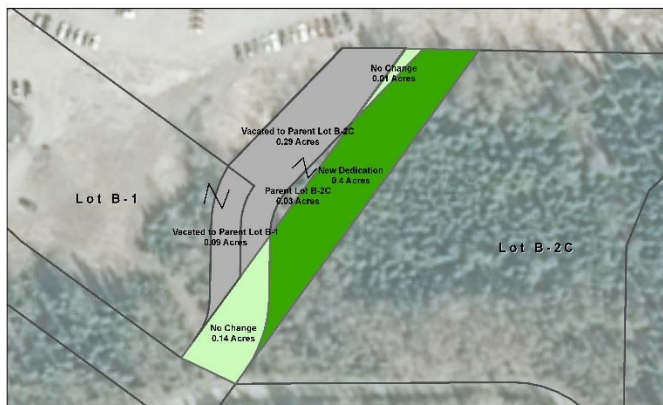
**Plan of Survey Phase 3  
Dissolving Lot Lines for Final Boundaries**



Parties to Plat: Stanley & Sons, LLC & Kenai Peninsula Borough



**Right-of-Way Detail**



This illustration shows the Portions of ROW to be Vacated, Dedicated, and to Remain-the-same Apportionments are shown as to Parent Lots In order to Realign Homestead Lane



#### 10. HAZARDOUS MATERIAL

Stanley covenants that, to the best of Stanley's knowledge, as of the date of this agreement, except as specifically identified herein, the Transaction 1 Property is free of all hazardous substances in violation of applicable state or federal law, and there are no underground storage tanks or associated piping on the Transaction 1 Property. Stanley agrees that no hazardous substances shall be located stored, used, or disposed of on the Transaction 1 Property by Stanley, its agents, employees, contractors, or invitee's, prior to the date of closing.

Soldier covenants that, to the best of Soldier's knowledge, as of the date of this agreement, except as specifically identified herein, the Transaction 2 Property and the Transaction 3 Property are free of all hazardous substances in violation of applicable state or federal law, and there are no underground storage tanks or associated piping on the Transaction 2 Property or the Transaction 3 Property. Soldier agrees that no hazardous substances shall be located stored, used, or disposed of on the Transaction 2 Property or the Transaction 3 Property by Soldier, its agents, employees, contractors, or invitee's, prior to the date of closing.

For purposes of this Section 10, hazardous substance means generally (i) any substance, the presence of which would give rise to environmental liability, (ii) any substance defined as a hazardous substance or hazardous waste under applicable state or federal law, or (iii) any contaminant, oil, gasoline, other petroleum hydrocarbons, or other material that the removal or maintenance of which is required or regulated by any local, state or federal agency, authority or governmental unit.

#### 11. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by KPB, Stanley and Soldier or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, shall be covenants constituting terms and conditions of the sale, and shall continue in full force and effect until the purchase price is paid in full or this agreement is earlier terminated.

#### 12. BREACH REMEDY

Prior to closing of the sale, in the event that any party fails to make any payment required, or fails to submit or execute any and all documents and papers necessary for closing and transfer of title within the time period specified in this agreement, the non-defaulting party may terminate this Agreement.

#### 13. MISCELLANEOUS

A. Time. Time is of the essence in performance of this Agreement.

- B. Cancellation. This Agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement among each of the parties. This Purchase Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
- C. Notice. Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other Stanley the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.
- D. Interpretation. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- E. Condition of Property.  
Stanley shall deliver the Transaction 1 Property in its as-is condition, and KPB shall accept the Transaction 1 Property as-is, with all faults and only subject to those express warranties otherwise reflected herein.
- Soldier shall deliver the Transaction 2 Property in its as-is condition, and KPB shall accept the Transaction 2 Property as-is, with all faults and only subject to those express warranties otherwise reflected herein.
- Soldier shall deliver the Transaction 3 Property in its as-is condition, and Stanley shall accept the Transaction 3 Property as-is, with all faults and only subject to those express warranties otherwise reflected herein.

14. LICENSEE RELATIONSHIPS- SOLDIER CREEK CORPORATION (SOLDIER)

Parties acknowledge the following:

- a) Listing Licensee of said Tract B-2C, Mike McLane, Associate Broker of Jack White Real Estate is representing seller Soldier and may provide specific assistance to the respective buyer.
- b) Selling Licensee of said Tract B-2C, Mike McLane, Associate Broker of Jack White Real Estate is providing specific assistance to the respective buyer without representation as enumerated in the Alaska Real Estate Commission Consumer Disclosure, a copy of which accompanies this agreement.

- c) Licensee contact information:  
Mike McLane  
Associate Broker Jack White Real Estate Co.  
3801 Center Point Drive  
Anchorage, Alaska 99503  
[mike@mmclane.com](mailto:mike@mmclane.com) cell 907-227-1533
- d) The title company for these transactions shall be First American Title Company.

This Agreement has been executed by the parties on the day and year first above written.

KENAI PENINSULA BOROUGH:

STANLEY & SONS LLC:

\_\_\_\_\_  
Charlie Pierce, Mayor

\_\_\_\_\_  
Emelia Stanley, Member

\_\_\_\_\_  
Jose Stanley, Member

SOLDIER CREEK CORPORATION:

\_\_\_\_\_  
Mara Carnahan, President

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Johni Blankenship,  
Borough Clerk

\_\_\_\_\_  
Holly B Montague,  
Deputy Borough Attorney



NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

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

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Emelia Stanley, Member of Stanley & Sons, LLC, for and on behalf of the corporation.

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

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Jose Stanley, Member of Stanley & Sons, LLC, for and on behalf of the corporation.

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

NOTARY ACKNOWLEDGMENT

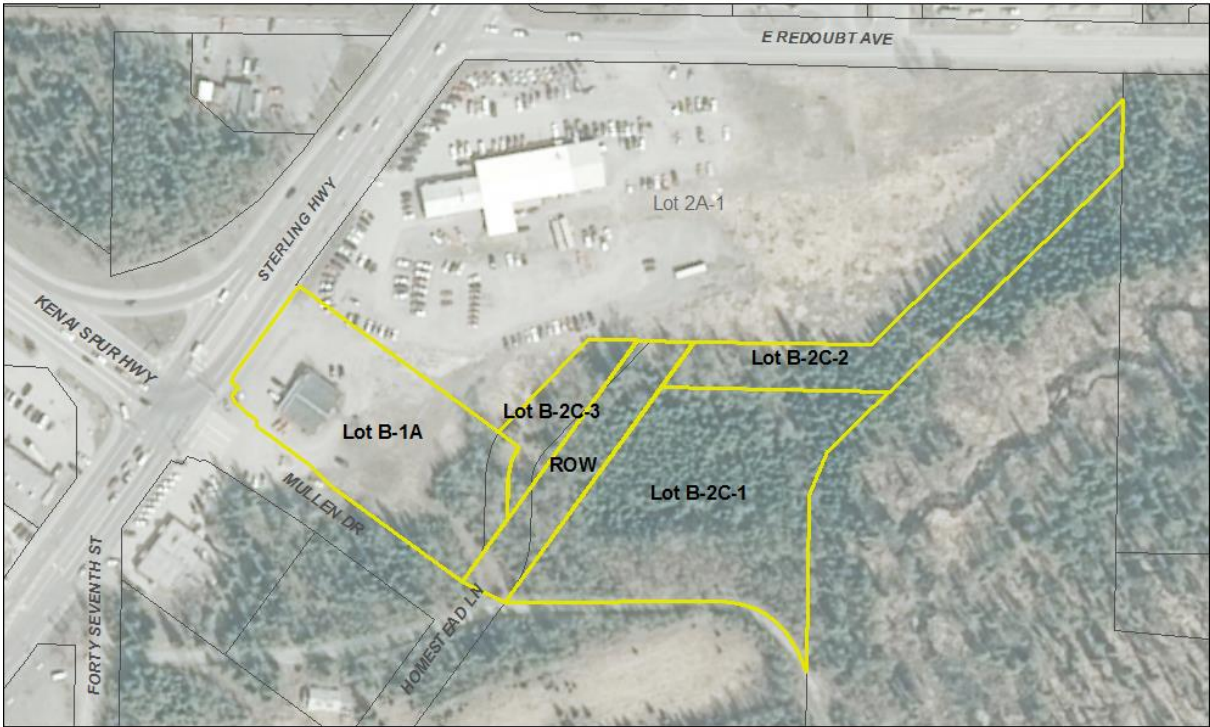
STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Mara Carnahan, President of Soldier Creek Corporation, for and on behalf of the corporation.

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

EXHIBIT- FULL SIZE PLAN OF SURVEY ILLUSTRATIONS

**Plan of Survey Phase 1**  
**Homestead Realignment & Transferrable Parcels**

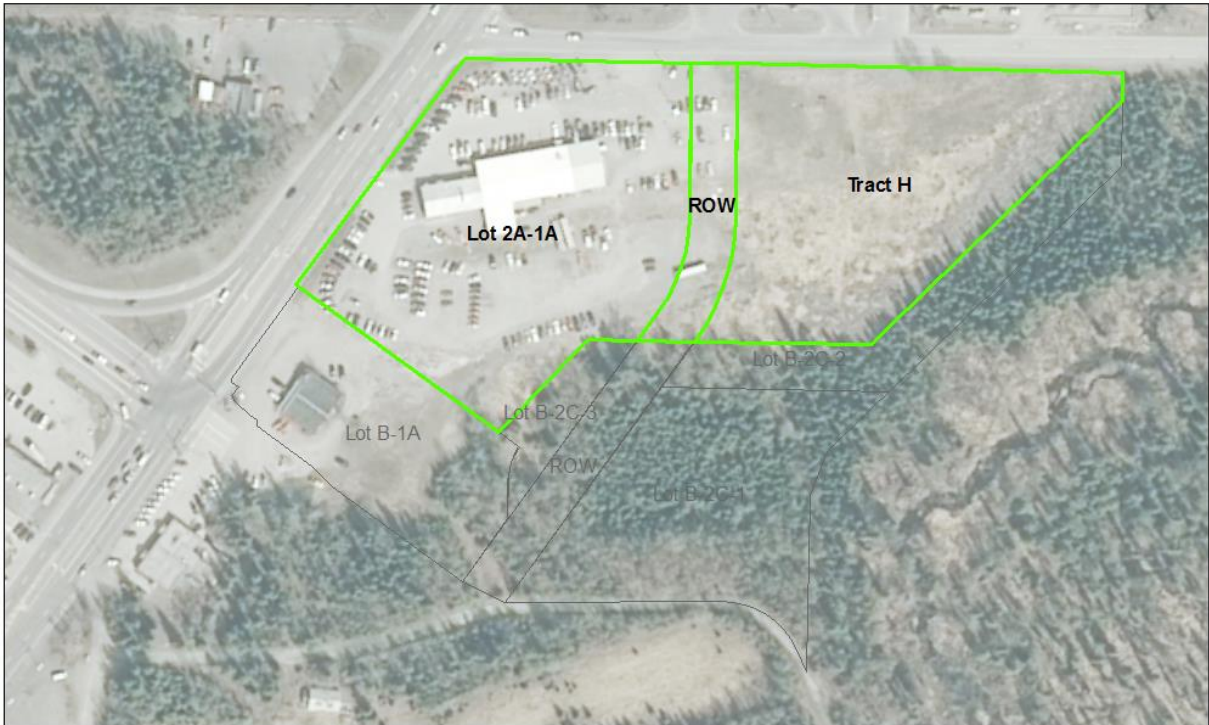


Parties to Plat: Soldier Creek Corporation & Retail 1 Soldotna



# Plan of Survey Phase 2

## Homestead Connection & Transferrable Parcel



Parties to Plat: Stanley & Sons, LLC



# Plan of Survey Phase 3

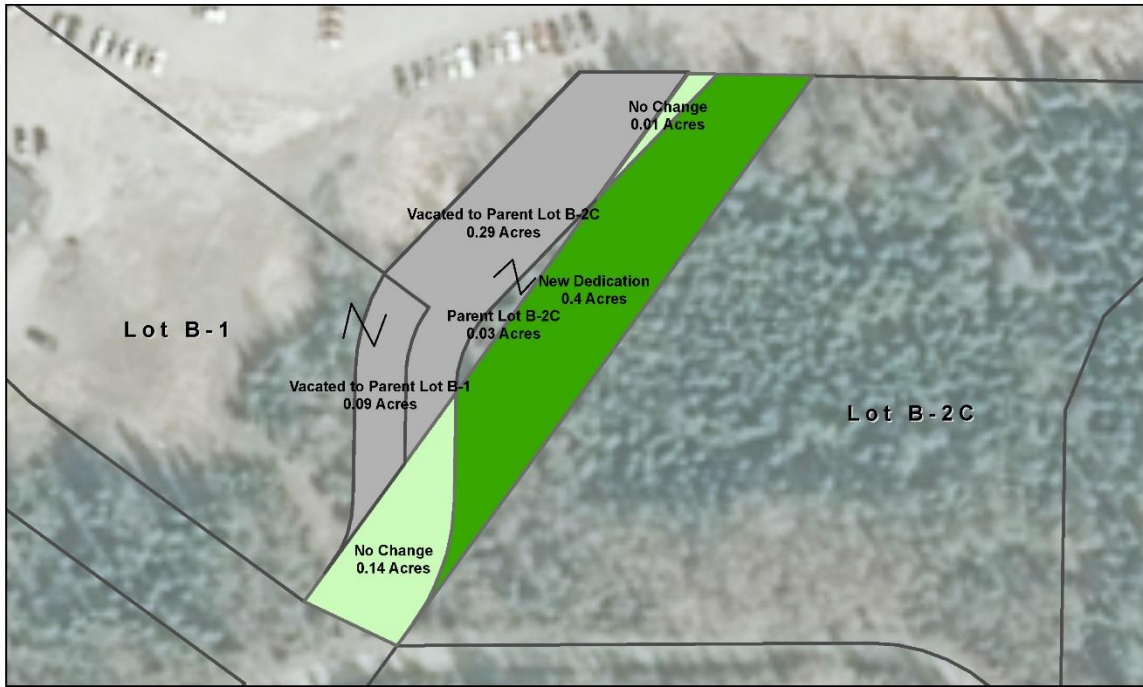
## Disolving Lot Lines for Final Boundaries



Parties to Plat: Stanley & Sons, LLC & Kenai Peninsula Borough



# Right-of-Way Detail



This illustration shows the Portions of ROW to be Vacated, Dedicated, and to Remain-the-same  
Apportionments are shown as to Parent Lots  
In order to Realign Homestead Lane

