

1st Reading: September 11, 2017
2nd Reading: September 25, 2017

Presented By:
City Manager

Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA
ORDINANCE NO. O-17-09-01

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY BY THE CITY OF NOME (CITY) FROM KENAI MASONIC LODGE #11 F. & A.M. of ALASKA FOR THE FIXED PRICE OF TWENTY THOUSAND DOLLARS (\$20,000)

Section 1. Authority. This ordinance is adopted pursuant to authority granted by NCO 2.10.020(a).

Section 2. Classification. This is a non-Code ordinance.

Section 3. Authorization to Purchase Real Property. The City Council hereby authorizes the City Manager to negotiate the purchase of certain real property from Kenai Masonic Lodge #11 F. & A.M. of Alaska (the West half of the MASONIC AND CITY CEMETERIES according to the official April 13, 1905 map of the TOWNSITE OF NOME; EXCEPTING THEREFROM that portion conveyed to NOME AERIE NO. 75 of the Fraternal Order of Eagles by Deed recorded January 27, 1913 in Book 191 at Page 420; AND ALSO EXCEPTING THEREFROM that portion conveyed to CAMP NOME NO.9 of the ARCTIC BROTHERHOOD by Deed recorded February 5, 1913 in Book 191 at Page 423 records of the Cape Nome Recording District, Second Judicial District, State of Alaska); for a purchase price of \$20,000 according to the terms of the Agreement attached hereto.

Section 4. Effective Date. This ordinance is effective upon adoption.

APPROVED and SIGNED this 25th day of September, 2017.



RICHARD BENEVILLE,
Mayor

ATTEST:



BRYANT HAMMOND,
Clerk

RECORD IN CAPE NOME RECORDING DISTRICT

WARRANTY DEED

The Grantor, Kenai Masonic Lodge #11 F. & A.M. of Alaska of P.O. Box 1665 Soldotna, Alaska 99669, as successor in interest to and Trustee of all real property formerly owned by Anvil Lodge No. 140 FAM for valuable consideration, conveys and warrants to the City of Nome, of P.O. Box 281, Nome, AK 99762, that certain real property in the Cape Nome Recording District, Second Judicial District, State of Alaska, described as:

The West half of the MASONIC AND CITY CEMETERIES according to the official April 13, 1905 map of the TOWNSITE OF NOME; Records of the Nome Recording District, Second Judicial District, State of Alaska;

EXCEPTING THEREFROM that portion conveyed to NOME AERIE NO. 75 of the Fraternal Order of Eagles by Deed recorded January 27, 1913 in Book 191 at Page 420;

AND ALSO EXCEPTING THEREFROM that portion conveyed to CAMP NOME NO.9 of the ARCTIC BROTHERHOOD by Deed recorded February 5, 1913 in Book 191 at Page 423.

DATED this ____ day of _____, 2017.

**KENAI MASONIC LODGE #11 F. &
A.M. OF ALASKA**

By: _____
Kenneth Owens
ITS: Director

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Kenneth Owens, Director of Kenai Masonic Lodge #11 F. & A.M. of Alaska .

NOTARY PUBLIC FOR ALASKA
My Commission Expires:

AFTER RECORDING, RETURN TO:

Brooks W. Chandler, Esq.
Boyd, Chandler & Falconer
825 W. 8th Avenue, Suite 200
Anchorage, Alaska 99501

EXHIBIT A

AGREEMENT FOR SALE OF REAL ESTATE

For good and valuable consideration the receipt whereof is hereby acknowledged, the City of Nome, an Alaskan municipal corporation ("**Nome**" or "**City**" or "**Buyer**") and the Kenai Masonic Lodge #11 F. & A.M. of Alaska ("**Lodge**" or "**Seller**"), successor in interest to and trustee of all real property formerly owned by Anvil Lodge No. 140 FAM hereby agree as follows:

1. Property to Be Sold. (a) Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following-described real property:

The West half of the MASONIC AND CITY
CEMETERIES according to the official April
13, 1905 map of the TOWNSITE OF NOME; Records of
the Cape Nome Recording District,
Second Judicial District, State of Alaska;

EXCEPTING THEREFROM that portion conveyed to
NOME AERIE NO. 75 of the
Fraternal Order of Eagles by Deed recorded January 27,
1913 in Book 191 at Page 420;

AND ALSO EXCEPTING THEREFROM that portion
conveyed to CAMP NOME NO. 9 of the ARCTIC
BROTHERHOOD by Deed recorded February 5, 1913 in
Book 191 at Page 423.

(the "**Property**") containing approximately 90.000 square feet.

(b) At the Closing, Seller shall convey to Buyer all of the Property by
Quitclaim Deed in the form attached as Exhibit A.

2. Restriction on Use and Covenant. Title to the Property shall be subject to a restriction requiring use of the Property as a public cemetery for a period of at least twenty-years from Closing. Should this restriction be violated title to the Property may revert to Seller. Title shall also be subject to a covenant requiring Nome to allow any member of any Masonic Lodge, upon request, to be interred on the Property space permitting.

3. Price. The purchase price shall be twenty thousand dollars (\$20,000) ("**Purchase Price**"), to be paid in full at closing.

4. Title Insurance. Buyer may, at Buyer's sole option and expense, purchase Buyer's title insurance.

5. Platting. Within twelve (12) months after Closing, Buyer shall have prepared and obtained approval for, a survey and plat of the public cemetery that includes the Property at Buyer's sole expense and in accordance with all provisions of the Nome Code of Ordinances and applicable regulations. At the option of the Parties, the deed to the Property may be modified or subsequent Deeds issued so as to reflect the new plat.

6. Remedies for Breach. Seller and Buyer shall have all remedies available by law and equity for any breach of this Agreement, including, but not limited to, the remedy of specific performance.

7. Closing. Closing shall occur within ninety (90) days of the date of mutual execution of this Agreement or at such earlier time as may be mutually agreed between the parties hereto. Closing shall occur at the offices of Boyd, Chandler & Falconer LLP 911 W. 8th Ave. Anchorage, Alaska.

8. Notices. All notices, waivers, elections, approvals and demands required or permitted to be given hereunder shall be in writing and shall be personally delivered, mailed by certified mail with postage prepaid, or transmitted by facsimile to the location for each party designated herein. Either party may, by proper notice to the other, designate a different address for the giving of notice. Any notice shall be effective when personally delivered, or, if mailed as provided herein, five (5) business days after deposit, postage pre-paid in the U.S. Mails, or in the case of facsimile notice when sent, if answer back or confirmation received:

SELLER:

Kenai Masonic Lodge #11 F. & A.M. of Alaska
36801 Kenai Spur Highway
Soldotna, AK 99669

BUYER:

City of Nome
Box 281
Nome, AK 99762

With a courtesy copy to:

Brooks W. Chandler, Esq.
Boyd, Chandler & Falconer
911 W. 8th Avenue, Suite 302
Anchorage, AK 99501
Facsimile No. 907/274-3698

9. Costs. Each party shall bear its own costs and attorneys fees, except as expressly provided herein. Unless specifically made the responsibility of one party elsewhere in the Agreement, all other fees and closing costs in connection with the Closing shall be paid by the Buyer. Any and all prepaid expenses or income of any kind and all taxes and assessments shall be prorated.

10. No Broker. Seller and Buyer each mutually represent and warrant to the other that it/they have not dealt with any broker or real estate agent regarding the Property or this transaction. Each party shall be responsible to defend, indemnify and hold harmless the other as to any claim made by any person or entity for a commission claim due as a consequence of the indemnifying party's acts or conduct.

11. Survival of Terms and Waiver. The terms and conditions of this Agreement shall survive the Closing and are expressly intended to bind the parties notwithstanding any statute of limitations. The parties each hereby fully and wholly waive the application of the statute of limitations, if any, to any claim brought by the other party for enforcement of, for breach of, or in connection with this Agreement.

12. Merger. This Agreement expresses and embodies all understandings and agreements between the parties and is entered into after full investigation, neither party relying upon any statements or representations not embodied in this Agreement.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and may be modified only by a written instrument signed by both parties.

14. Relationship of the Parties. This Agreement shall not authorize either party to act as an agent for the other.

15. Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Alaska. Venue of any dispute shall be the Superior Court for the State of Alaska in Nome, Alaska.

DATED: _____

BUYER:

CITY OF NOME

By: _____

Tom Moran
Its: City Manager

DATED: _____

SELLER:

Kenai Masonic Lodge #11 F. & A.M. of Alaska

By _____
Ken Owens
Its: Director

STATE OF ALASKA)
) ss.
SECOND JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Tom Moran, the City Manager of the City of Nome, a municipal corporation, on behalf of the municipality.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Ken Owens, a Director of Kenai Masonic Lodge #11 F. & A.M. of Alaska, an Alaskan corporation, on behalf of the corporation.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____