



**City of Saxman
Building and Ordinance Committee
Meeting - Draft
August 09, 2022
4:00 PM**

AGENDA

Call to Order

Roll Call

Public Comment

Consideration of the Agenda

Old Business

1. 2374 South Tongass Highway

Background: Mayor Seludo will provide an update on the 2374 South Tongass Highway item.

New Business

2. Parks and Memorial Committee

Background: The City Administrator will present: The President from OVS asked if the City Council would consider a columbarium. Though technically not a mausoleum, a columbarium serves a similar function. It too is a free-standing structure in a cemetery, but instead of sheltering crypts for caskets, it provides wall spaces for cremated remains. The wall spaces are called "niches," each of which holds an urn containing remains.

Additionally the Administrator would like the Council to consider a veterans memorial, a city park and commissioning a statue/fountain for Totem Park. The Clerk has attached a couple examples.

The Administrator is asking for the formation of a Parks and Memorial Committee and consider representation from OVS and the CDC.

3. Offer to buy City of Saxman land

Background: Mr. and Mrs. Gubatayo submitted an offer to purchase land to the Saxman City Council.

Executive Session

SMC 2.05.150 Executive session. (a) Only the following subjects may be discussed in an executive session: (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the City; (2) Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion.

Council Comments

Adjournment





NATURAL STONE, PROJECTS

THE WHALE PROJECT – JUNEAU, ALASKA

[Blog](#) > [Natural Stone](#) > [The Whale Project – Juneau, Alaska](#)

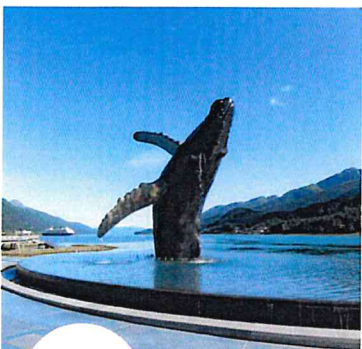
🕒 September 14, 2018 👤 [Angie Bagg](#)

HUMPBACK WHALE SCULPTURE EMERGING FROM INFINITY POOL

Municipal Project: “Tahku” Humpback Whale Statue

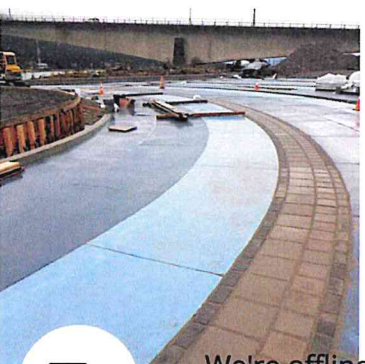
Location: Near the Seawalk in Juneau, Alaska

Nature expert and artist R.T. “Skip” Wallen sculpted “Tahku,” a life-scale, 6-ton, 25-foot-tall breaching humpback whale. Set in an infinity pool on the banks of the Gastineau Channel makes the project even more realistic.



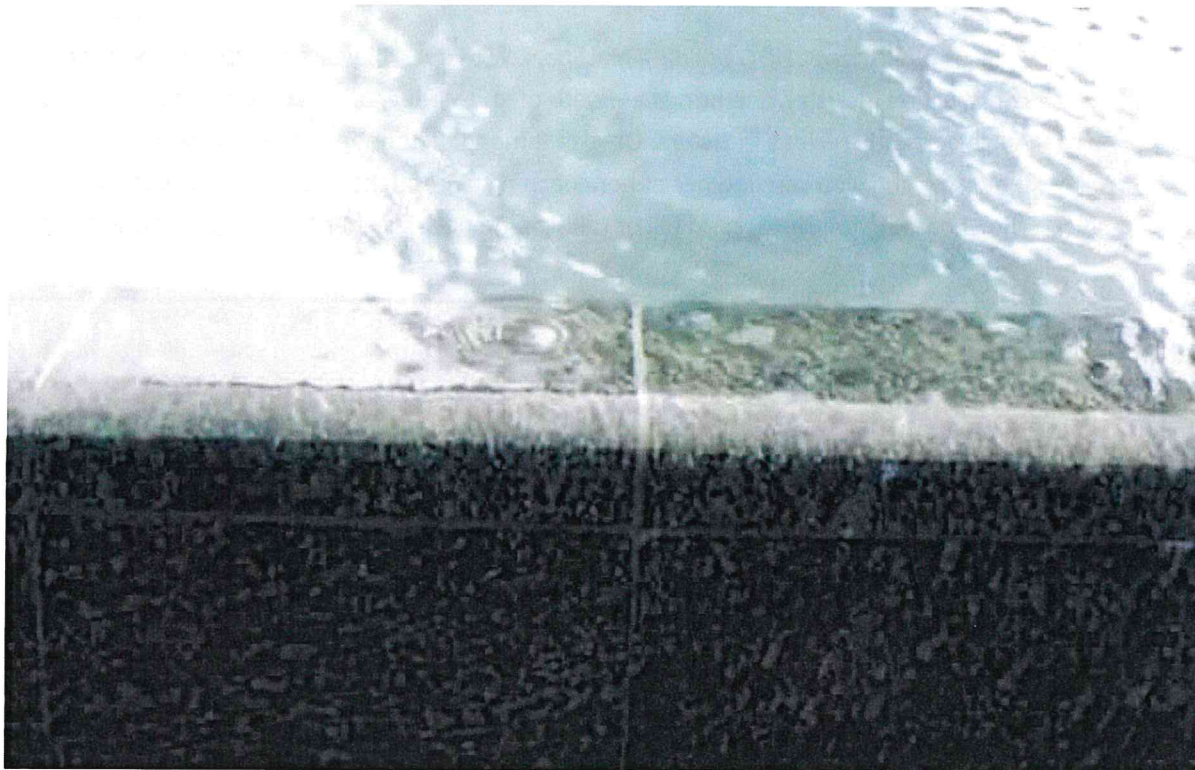
We're offline
Leave a message

Item 2.



We're offline
Leave a message

Item 2.



ASK FOR A SAMPLE

Samples are available for most products HDG Building Materials supplies. For stone, select colors and finishes are in stock and available for sampling. We can also order custom-cut any finished samples of any of our stone, produce them, and send photos at no charge. Learn about our [White Glove Service](#).

DISCUSS PROJECTS

Would you like to discuss materials or logistics behind any of the projects you've seen? Call 503.360.9551 or Click.

[Contact Us](#)

[EXPLORE RESOURCES](#)

[granite](#), [granite cladding](#), [hdg butterfly blue granite](#), [honed finish](#), [landscape design](#), [pool surround](#), [stone cladding](#), [water feature](#), [whale sculpture](#)



We're offline

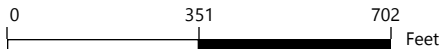
Leave a message

[Privacy](#) - [Terms](#)



C. Gubatayo
 Web Print: 08/08/2022

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW
INSTRUCTIONS**

THIS AGREEMENT, for the Purchase and Sale of Real Property and Escrow Instructions (Hereinafter referred to as "Agreement to Purchase") is made and entered into this ____ day of _____, 2022, by and between the CITY of SAXMAN, KETCHIKAN, ALASKA, (hereinafter referred to as "THE CITY"), 2841 S. Tongass Highway, Ketchikan, Alaska 99901, and Thomas & Cynthia Gubatayao, (hereinafter referred to as "BUYER") whose address is [REDACTED]

RECITALS

(1) The BUYER desires to acquire the real property owned by THE CITY more particularly described herein.

(2) THE CITY and BUYER have agreed the property will be sold to the BUYER on the terms and conditions herein contained.

NOW, THEREFORE, BUYER AND THE CITY mutually agree as follows:

Section (1): Sale of Property. THE CITY agrees to sell, transfer and convey, and the BUYER agrees to purchase, subject to the terms and conditions herein contained, the real property described as LOT 7, BLOCK 20 SAXMAN SUBDIVISION AS SHOWN ON THE OFFICIAL PLAT OF THE U.S. SURVEY 1652 A ACCORDING TO PLAT #95-15, KETCHIKAN RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA, consisting of approximately 8,218 Square Feet, and any and all structures, buildings and other improvements thereon, and all fixtures and personal property located therein, hereinafter referred to collectively as the "Property" for the total price set forth in Section 2 below.

Section (2): Terms and Conditions of Sale.

(a) Purchase Price. The total purchase price for the Property to be purchased by the BUYER shall be [REDACTED]

(b) Condition of property.

BUYER acknowledges that it has inspected the Real Property, and all improvements, if any, situated within the Real Property prior to the execution of this Agreement. BUYER acknowledges and agrees the Real Property, together with all improvements

thereon, is being purchased in its entirety on the basis of "AS IS" IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITH NO EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS, OR WARRANTIES BY THE CITY AS TO THE PHYSICAL CONDITIONS, QUALITY OF CONSTRUCTION, WORKMANSHIP, STATE OF REPAIR, OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY THE CITY, THE DISCLAIMER OF WHICH IS ACCEPTED BY BUYER AS EVIDENCED BY BUYER'S EXECUTION OF THIS AGREEMENT.

Section (3): Condition of Title. At Closing THE CITY shall, by warranty deed in the form attached hereto as Exhibit A, convey to the BUYER marketable fee simple title to the Property.

Section (4): Possession. THE CITY shall deliver possession of the Property to the BUYER at closing.

Section (5): Escrow and Closing.

(a) Sale of the property shall be closed through an escrow to be opened at Ketchikan Title and Escrow Agency who shall act as escrow agent, hereinafter referred to as "Escrow Agent."

(b) Escrow shall be opened by delivering a copy of this Agreement to the Escrow Agent not later than ten (10) days after such Agreement has been signed by both parties. The provisions of this Agreement shall constitute the Escrow Instructions.

(c) Closing shall take place in the office of the Ketchikan Title and Escrow Agency, 2855 Tongass Highway, Ketchikan, Alaska 99901, at 10:00 a.m. on the date the parties hereto have delivered into escrow all of the following funds, the deed and other documents, duly executed by the respective parties, which shall in any event be not later than 30 days from signing of this document. The Escrow Agent is authorized and directed to use, Disburse, deliver, and record all such documents and funds at such time as the Escrow Agent can procure.

(1) By THE CITY. CITY shall deliver to the Escrow Agent, fully executed in such form as to qualify for recording, the following:

(A) A warranty deed in the form attached as Exhibit A hereto.

(2) By BUYER. The BUYER shall deliver to the Escrow Agent:

A cashier's check in the amount of [REDACTED] plus such additional funds as required by Section (3) C.

(3) Closing.

(A) The Escrow Agent is authorized and directed to use, disburse deliver, and record all such documents and funds at

such time as the Escrow Agent can procure.

(B), Escrow Agent is instructed to pay all liens and encumbrances of record against the Property on statement of the holder, or holder's representative, and to issue net proceeds to THE CITY, less the costs to be paid by THE CITY as specified in (c) below.

(C) Taxes and Closing costs shall be paid by the parties as follows:

(1) Taxes. THE CITY is responsible for delinquent real property taxes; BUYER is responsible for any taxes from the date of closing.

(2) Other Charges and Expenses.

(i) Recording Fees

(ii) Escrow Fees

(iii) Title Insurance Premium

THE CITY and BUYER shall evenly (50/50) split the cost of items (i) through (ii) above.

The BUYER shall pay (100%) of the Title Insurance Premium, item (iii) above.

Section (6): Notice. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class, certified or registered mail at the addresses set forth below.

Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon the expiration of twenty-four (24) hours after the time of mailing if mailed as provided in this section.

CITY: City of Saxman
Attn: City Administrator
2841 S. Tongass Highway
Ketchikan, Alaska 99901

BUYER: Thomas & Cynthia Gubatayao



ESCROW AGENT: Ketchikan Title and Escrow Agency
2855 Tongass Highway

Ketchikan, Alaska 99901

Section (7): Time is of the Essence. Time is of the essence of this

agreement. Section (8): Miscellaneous Provisions.

(a) Terminology. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(b) Nonwaiver. No delay or omission of the right to exercise any power by either party shall impair any such right or power or be construed as a waiver of any default or as acquiescent therein. One or more waivers of any covenant, term, or condition of this Agreement by either party shall not be construed by the other party as a waiver of subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(c) Laws Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate court sitting in the City of Ketchikan, First Judicial District, Alaska.

(d) Paragraph Headings. The headings of several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(e) Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

(f) Terms Constructed as Covenants and Conditions. Every term and each provision of this Agreement performable by the CITY or BUYER shall be construed to be both a covenant and a condition.

(g) Entire Agreement. This Agreement and any schedules, or exhibits attached hereto, set forth all the covenants, promises, agreements, conditions, or understandings, either oral or written, and there are no other agreements between them other than as set forth. No contemporaneous or subsequent Agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment hereto, shall be binding upon the parties, hereto have executed this Agreement on the dates specified below.

WHEREFORE, the parties hereto have executed this Agreement on the dates specified below.

CITY:

City of Saxman

DATE: _____

By: _____
Frank Seludo
Mayor

BUYER:

Date: _____

Thomas J. Gubatayao

Date: _____

Cynthia A. Gubatayao

CITY ACKNOWLEDGEMENT

STATE OF ALASKA)
 } SS.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2022, before me, the undersigned, is a notary public in and for the State of Alaska duly commissioned and sworn, personally appeared Frank Seludo, to me known to be the Mayor of the City of Saxman, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALASKA)
)SS.
FIRST JUDICIAL DISTRICT)

NOTARY ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this _____, 2022 personally
appeared before Thomas J. Gubatayao and Cynthia A. Gubatayao, to me known to be the
individual described in and whoexecuted the foregoing instrument, and acknowledged that
he executed the same as a free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written. ___

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

Prepared By

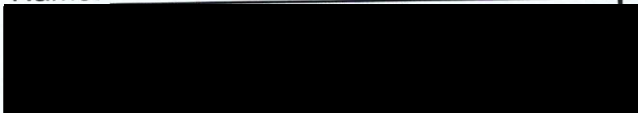
Name: _____

Address: _____

State: _____ Zip Code: _____

After Recording Return To

Name: Thomas & Cynthia Gubatayao



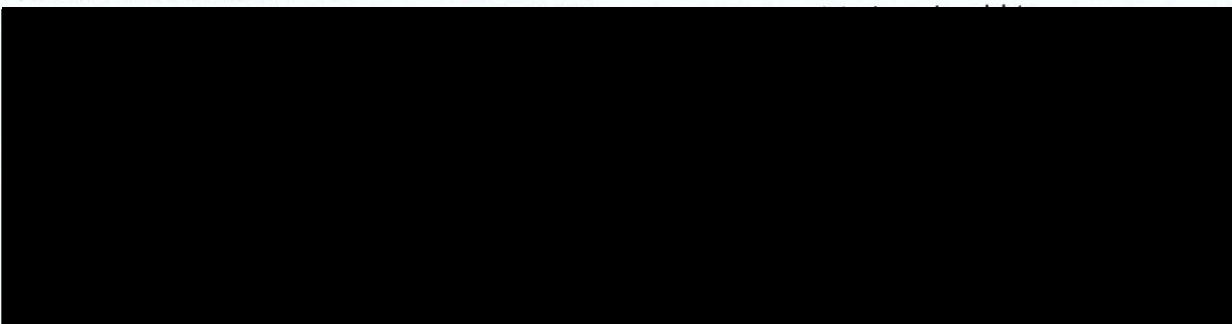
Space Above This Line for Recorder's Use

ALASKA GENERAL WARRANTY DEED

STATE OF ALASKA

Ketchikan Gateway Borough COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of



Ketchikan Gateway Borough County, Alaska to-wit:

Legal Description: LOT 7, BLOCK 20 SAXMAN SUBDIVISION AS SHOWN ON THE OFFICIAL PLAT
OF THE U.S. SURVEY 1652 A ACCORDING TO PLAT #95-15, KETCHIKAN RECORDING DISTRICT,
FIRST JUDICIAL DISTRICT, STATE OF ALASKA.

[INSERT LEGAL DESCRIPTION HERE AND/OR ATTACH EXHIBIT A]

TOGETHER WITH all the rights, members and appurtenances to the Real Estate in
anywise appertaining or belonging thereto.



TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, their heirs and assigns forever.

And said Grantors, for said Grantors, their heirs, successors, executors and administrators, covenants with Grantees, and with their heirs and assigns, that Grantors are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantors will, and their heirs, executors and administrators shall, warrant and defend the same to said Grantees, and their heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has executed and delivered this General Warranty Deed under seal as of the day and year first above written.

Grantor's Signature
Frank Seludo, Mayor

Grantor's Name
2841 S.Tongass Highway

Address
Ketchikan, Alaska 99901

City, State & Zip

Grantor's Signature

Grantor's Name

Address

City, State & Zip

STATE OF ALASKA)

COUNTY OF Ketchikan Gateway Borough)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____



CITY ACKNOWLEDGEMENTS

STATE OF ALASKA

FIRST JUDICIAL DISTRICT

)
) **SS.**
)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **FRANK SELUDO to me known to be the Mayor of the **CITY OF SAXMAN**, a second class city, the entity of which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said entity; who acknowledged to me that he/she signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.**

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

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

(Seal)

After Recording Return to:
Thomas and Cynthia Gubatayao





August 8, 2022

To: Cynna and Tom Gubatayao

RE: Lot 7, Block 20 of the Saxman Subd., US Survey 1652 (aka: 2315 Killer Whale Avenue)

Dear Cynna and Tom:

Thank you for your request to perform an opinion of value on the above-described property.

Demand in the local residential real estate market continues to outpace supply and the same applies to residential building lots. The subject property is an unimproved building lot of 8,218 square feet with good access from Killer Whale Avenue, City of Saxman water and sewer and a water view potential of Tongass Narrows and Nichols Passage.

Please find included with this letter the most recent local comparable sales that I found that I feel compare best to the subject.

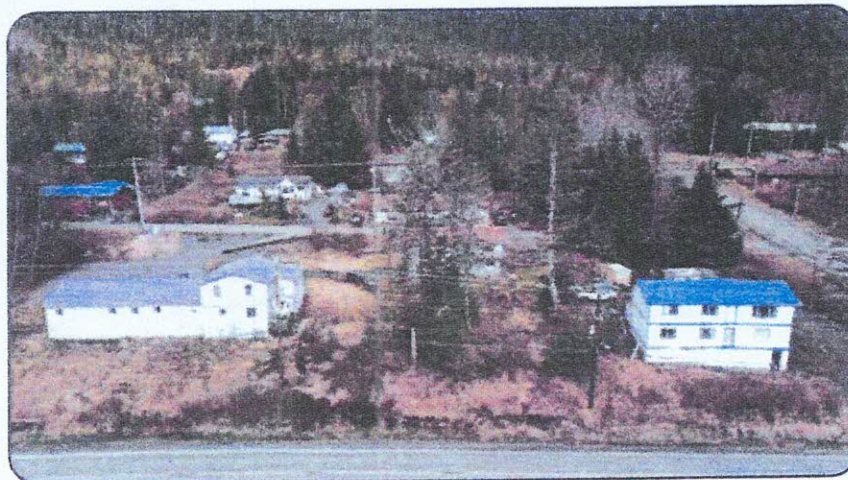
Based on the most recent comparable sales and the current market conditions, it is my opinion that the subject property is valued at **\$38,000**. Once the building pad water and sewer lines are installed you will have a lot with much more appeal and of course would then be worth more.

Please feel free to reach out to me with any questions.

Regards,

Bob Jackson

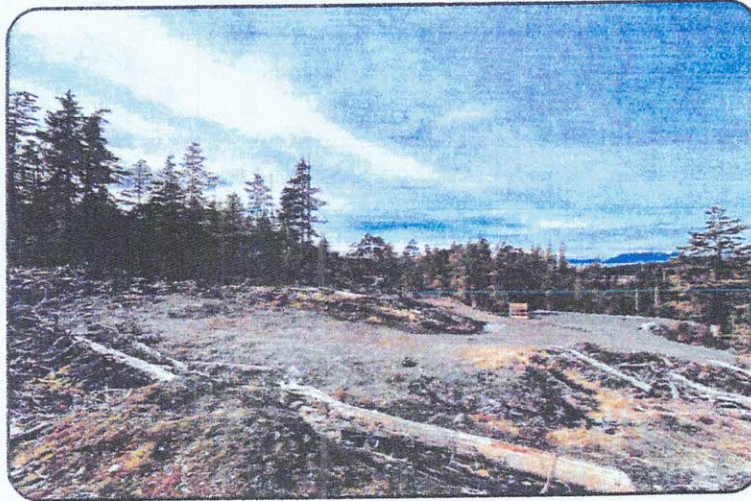
2600 Block S Tongass Hwy - Lot 3



Are there still places to build in Ketchikan? Yes! Right here, less than 3 miles from downtown Ketchikan is an easily accessible, buildable lot with a fantastic view! Just steps from the waterfront, this nicely wooded lot is a generous 7,463 square feet. Enjoy easy access to and from South Tongass and public utilities. When you are ready to build or just ready to own your own piece of future development, this lot has what you're looking for. (Ward)

Listing Date:	03-24-22	Bed:	
Orig. Listing Price:	\$50,000	Bath:	
Listing Price @ Sale:	\$50,000	Living Sq Ft:	
Selling Price:	\$43,000	Lot Sq Ft:	7,463 sf
EM Date:	05-16-22	Garage:	
Closing Date:	06-17-22	Built:	
DOM:	53 days	View:	
Concessions:	None	Dwelling:	Land
Legal Description:	USS 1652 Block 9 Lot 3	Region:	South
Zoning:	RM	Financing:	CASH

Swan Avenue Lot 8



Looking for a north-end parcel for your dream home? This is the lot you've waited for! Want more elbow room? A place to play and enjoy the simple life. Cleared residential lot, offering sweeping mountain vistas with sunset views. Drive right up and be sure to bring your dreams! Get more than a half acre of your slice of Alaska. Electric service provided to the property edge. Part of the Mud Bight Subdivision, annual \$230 service fee keeps the roads plowed and access open all year. Seize your chance, before it's gone. (Beaupre)

Listing Date:	04-12-21	Bed:	
Orig. Listing Price:	\$60,000	Bath:	
Listing Price @ Sale:	\$60,000	Living Sq Ft:	
Selling Price:	\$59,000	Lot Sq Ft:	25,056 sf
EM Date:	09-22-21	Garage:	
Closing Date:	10-26-21	Built:	
DOM:	163 days	View:	Good
Concessions:	N/A	Dwelling:	Land
Legal Description:	Mud Bight Subdivision, Lot 8, Block 6	Region:	North
Zoning:	RL	Financing:	CASH

2729 Eagle Street



A rare find! 9,467 square foot lot located in the heart of Saxman. This was a home site at one time. The home allowed for the enjoyment of great water views. The site can be accessed off Eagle Avenue or South Tongass Hwy. Imagine the opportunity of this prime building site! (Denny Estate)

Listing Date:	10-13-20	Bed:	
Orig. Listing Price:	\$36,000	Bath:	
Listing Price @ Sale:	\$36,000	Living Sq Ft:	
Selling Price:	\$25,000	Lot Sq Ft:	9,467 sf
EM Date:	01-13-21	Garage:	None
Closing Date:	03-05-21	Built:	N/A
DOM:	90 days	View:	Neighborhood
Concessions:	N/A	Dwelling:	Land
Legal Description:	Lot 3 Block 3 USS 1652	Region:	South
Zoning:	RM	Financing:	CASH

Land - South

6299 Fireside Court



Road access in off Roosevelt Drive. Water and sewer in street near lot (Cowan)

Listing Date: 06/25/20
 Orig. Listing Price: \$37,500
 Listing Price @ Sale: \$37,500
 Selling Price: \$37,500
 EM Date: 01-22-21
 Closing Date: 03-23-21
 DOM: 211 days
 Concessions: N/A
 Legal Description: USS 2402 Lots MM4
 Zoning: RL

Bed:
 Bath:
 Living Sq Ft:
 Lot Sq Ft: 21,663 sf
 Garage: None
 Built: N/A
 View: Neighborhood
 Dwelling: Land
 Region: South
 Financing: CASH