

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of September 6, 2017, by and between, Gavora, Inc., an Alaska Corporation, Candace Waugaman, Edward Waugaman, Lyn Colledge, Suzanne Waugaman, and Debra Curnow (collectively "Seller"), and the City of Valdez, a home-rule municipality organized under the laws of the State of Alaska ("Buyer"). Seller and Buyer are sometimes hereinafter referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

1. Sale/Purchase of Property. Seller owns certain real property comprised of approximately 14.86 acres and described as follows:

Lot 2 Addition #5, Sleepy Hollow Subdivision, according to Plat #2001-1, records of the Valdez Recording District, Third Judicial District, State of Alaska.

Such property, including the land, all appurtenant rights, privileges, and easements is collectively referred to as the "Property." According and subject to all the provisions of this Agreement, Seller agrees to sell and Buyer agrees to buy the Property.

2. Purchase Price. The purchase price for the Property ("Purchase Price") is Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00), to be paid as follows:

2.1 Within five (5) business days after the execution of this Agreement, Buyer shall deposit with the Escrow Holder (as defined below) earnest money in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) ("Deposit"). The Deposit shall be nonrefundable to Buyer unless (a) a condition precedent to Buyer's obligation to purchase does not occur, (b) Seller defaults under the terms of this Agreement, (c) Seller fails to satisfy the Legal Access Condition as provided for below, or (d) as otherwise expressly provided below, in which event the Deposit shall be returned to Buyer. At the closing of the transaction contemplated by this Agreement ("Closing"), the Deposit shall be paid to Seller and applied to the Purchase Price.

2.2 At or before Closing, Buyer shall deposit with the Escrow Holder the remainder of the Purchase Price in immediately available funds, which shall be paid to Seller at Closing.

1. Title. Seller represents and warrants that Seller has a good and marketable title to the Property and has entered into no other agreements for the sale, option, or lease of the Property. Seller shall not permit liens or encumbrances to be filed against the Property after the date of this Agreement, which will survive the Closing. Prior to the expiration of the Due Diligence Period, as defined herein, Buyer shall obtain a title commitment from the Escrow Holder ("Title Commitment") and, at Buyer's sole option, Buyer shall obtain a survey ("Survey") of the Property. Prior to the expiration of the Due Diligence Period, Buyer shall deliver to Seller in writing such objections ("Title Objections") as Buyer may have to the Title Commitment and the Survey or to other documents referred to therein (collectively, "Title

Matters"). Any Title Matters to which Buyer does not timely object shall be deemed approved by Buyer and shall constitute a "Permitted Exception." Seller shall have the right, but not the obligation, to attempt to cure any Title Objection for a period of fifteen (15) days ("Cure Period") following receipt by Seller of the Title Objections. Prior to the expiration of the Cure Period, Seller shall send written notice ("Seller's Cure Notice") to Buyer of which Title Objections Seller elects to cure or declines to cure. In the event Seller fails or declines to cure such a Title Objection within such Cure Period, then, and in such event, Buyer may (a) waive such Title Objections and proceed to Closing (in which case such title exceptions shall become Permitted Exceptions) provided, however, in such event Buyer shall have the right to reduce the Purchase Price in an amount equal to any amounts expended by Buyer to remove monetary liens and monetary encumbrances as title exceptions, or (b) terminate this Agreement and receive a refund of the Deposit.

2. Due Diligence Period. As a condition to Closing, Buyer, at Buyer's expense, must have determined the Property to be in all respects suitable for Buyer's intended purposes. Seller hereby grants to Buyer, its agents and employees, the right and license to go onto the Property for the purpose of conducting due diligence, including, without limitation, surveys, environmental and engineering studies, physical tests, inspections, evaluations, and sampling, which Buyer may require in its assessment and inspection of the Property. Seller shall furnish Buyer with copies of any existing surveys, soil tests, and environmental reports in Seller's possession. Buyer shall have sixty (60) days after the full execution of this Agreement ("Due Diligence Period") to terminate this Agreement by written notice to Seller based on Buyer's determination, in its sole discretion, that the Property is not suitable. The Parties may extend the Due Diligence Period by letter agreement to a mutually acceptable date. Buyer agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Buyer's investigations or testing at Buyer's expense. Buyer also agrees to indemnify and hold Seller harmless from all costs, expenses, and liabilities arising out of Buyer's negligence, willful misconduct or that of its employees, agents, consultants, or contractors in performing its evaluation of the Property, except that Buyer shall have no responsibility to Seller and Seller hereby releases Buyer and agrees to indemnify and hold Buyer harmless from all costs, expenses, and liabilities arising in connection with environmental conditions, Hazardous Materials, Releases, underground structures, or utilities that were actually known to but not disclosed to Buyer as provided in this Agreement. Soil, rock, water, asbestos, and other samples taken from the Property shall remain the property of Seller. Buyer will make arrangements for the lawful disposal of any contaminated samples and will pay any related transportation of disposal fees, and Seller shall sign the manifest and any other documents required in connection with the disposal of contaminated samples.

3. Environmental.

3.1 Seller Disclosures. Within five (5) business days of the last execution of this Agreement, Seller shall inform Buyer of any Hazardous Materials, Release, or of any underground structures or utilities, which are actually known to be present on the Property, and Seller shall deliver to Buyer any documentation Seller has within Seller's possession or control regarding such conditions, structures, or utilities (for example, any title evidence, surveys, reports, studies, test results, engineering drawings, permits, or tank registrations). Seller shall immediately notify Buyer in writing of any Release, as defined hereinafter, or change to any

environmental information previously given by Seller to Buyer; and Seller understands that Buyer needs this information in order to properly evaluate the Property to avoid damaging underground structures and utilities and to avoid causing, contributing to, or exacerbating the Release of Hazardous Materials in the course of its investigations.

3.2 Seller's Representations and Warranties. The Property is sold as is, where is. Seller represents and warrants to Buyer as of the date of this Agreement and at Closing that to the best of Seller's actual knowledge (a) the Property is free from contamination by Hazardous Materials and the activities conducted on the Property do not pose any significant hazard to human health or the environment and do not violate any Environmental Laws; (b) there has been no generation, treatment, or storage of any Hazardous Materials at the Property, except as disclosed in writing by Seller to Buyer; (c) there are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers, or other facilities that held Hazardous Materials on the Property; (d) there is no treatment, storage, or Release of Hazardous Materials on land adjacent to the Property that may constitute a risk of contamination of the Property, surface or ground water flowing to the Property; and (e) there has been no inspection, audit, inquiry, investigation, notice, or warning thereof by any Governmental Authority regarding the presence or discharge of Hazardous Materials on the Property.

3.3 Definitions.

A. "Environmental Laws" shall mean any federal, state, local statute, regulation, or ordinance, or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated, or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions, or wells.

B. "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste, or other substance which is defined, determined, or identified as hazardous or toxic under any Environmental Law, including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials, and any items defined as hazardous, special, or toxic materials, substances, or waste. Without limiting the generality of the foregoing, the term shall mean and include "Hazardous Substances" as defined in the Comprehensive Environmental Response, Compensation, and Liabilities Act ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended and regulations promulgated thereunder; "Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended and regulations promulgated thereunder; Materials as defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended and regulations promulgated thereunder; and "Chemical Substance or Mixture" as defined in the Toxic Substances Control Act, as amended and regulations promulgated thereunder.

C. "Governmental Authorities" means the United States, the State of Alaska, and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, borough, county, district, municipal, city, or otherwise) whether now or hereafter in existence.

D. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing of Hazardous Materials into the environment.

4. Escrow and Closing Matters.

4.1 Escrow Holder. Promptly following the execution of this Agreement, Buyer shall open an escrow with First American Title Insurance Company, 3035 C Street, Anchorage, AK 99503 (the "Escrow Holder"). A copy of this Agreement shall be provided to the Escrow Holder to advise the Escrow Holder of the terms and conditions hereof. Escrow Holder shall conduct the Closing pursuant to the escrow instructions of the Parties, which shall be consistent herewith.

4.2 Closing. The Closing shall take place within five (5) days after the expiration of the Due Diligence Period. Prior to Closing, Seller shall deliver a statutory warranty deed to Buyer, which shall be subject to Buyer's prior written approval ("Deed"). At Closing, Seller shall convey title to the Property to Buyer by the Deed subject only to the Permitted Exceptions and shall deliver sole and exclusive possession to Buyer.

4.3 Costs. All Closing and escrow costs shall be paid by Buyer, including any unpaid 2017 real property taxes on the Property, the premium for a standard owner's policy of title insurance and endorsements required by Buyer, Escrow Holder fees, and recording fees. The Parties agree to execute a settlement statement prepared by the Escrow Holder that reflects payment of such costs. Each Party shall bear its own attorneys' fees and costs associated with the negotiation of this Agreement and Closing.

4.4 Other Documents. At Closing, Seller agrees to execute and deliver (a) a certification of nonforeign status pursuant to Section 1445 of the Internal Revenue Code, and (b) customary owner's affidavits and indemnification agreements with respect to mechanics' liens, leasehold interests, and other matters in favor of the Escrow Holder as the Escrow Holder shall reasonably require if Buyer requests the issuance of the extended ALTA title Policy.

5. Seller's Representations and Warranties. Seller represents and warrants (and will indemnify, defend, and hold Buyer harmless for claims arising out of breach of such representations and warranties) that at Closing (a) Seller has the power and authority to enter into this Agreement; (b) the execution of this Agreement and consummation of the transaction contemplated by this Agreement is not in violation of any contract, agreement, order, or judgment of any nature by which Seller is bound; (c) there is no action, suit, or proceeding pending or threatened against Seller affecting the Property; (d) there are no assessments against the Property that are unpaid; (e) there is no dispute involving the location of lines or corners of

the Property; and (f) there are no encroachments against the Property. Until the Closing, Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear.

6. Buyer's Representations. Buyer represents and warrants (and will indemnify, defend, and hold Seller harmless for claims arising out of breach of such representations and warranties) that Buyer has the power and authority to enter into this Agreement, and the execution of this Agreement and consummation of the transaction contemplated by this Agreement is not in violation of any contract, agreement, order, or judgment of any nature by which Buyer is bound.

7. Default.

7.1 Seller's Default. If the sale and purchase of the Property is not consummated on account of Seller's default or failure to perform hereunder, Buyer may exercise any rights or remedies available to Buyer at law or in equity, which shall include that of specific performance, however any monetary damages sought by Buyer shall be limited to Buyer's actual out of pocket loss incurred.

7.2 Buyer's Default. If the sale and purchase of the premises contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit as full and complete liquidated damages for such default of Buyer. The Parties acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer as to any claims, injury, or loss arising from or in connection with this Agreement (a) for specific performance of this Agreement, or (b) to recover actual damages in excess of the Deposit.

Buyer's Initials _____

Seller's Initials ED _____

8. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by facsimile transmission and addressed to each Party at its addresses as set forth below. A courtesy copy of any such notice, request, or other communication shall also be provided via electronic mail at the addresses set forth below.

To Buyer:

Elke Doom, City Manager
City of Valdez
P.O. Box 307
212 Chenega Avenue
Valdez, AK 99686
Facsimile: (907) 834-3420
Email: edoom@ci.valdez.ak.us

With a copies to: Anthony S. Guerriero
Brena, Bell, & Clarkson, P.C.
810 N Street, Suite 100
Anchorage, AK 99501
Facsimile: (907) 258-2001
Email: aguerriero@brenalaw.com

To Seller: C/O Rudy Gavora
GAVORA, INC.
P.O. Box 70021
Fairbanks, AK 99701
Facsimile: Shirley. gavora@gei.net
Email: gavora@gei.net fax: 907-452-7523

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery, upon deposit in the United States mail, or with an overnight courier as provided above. In the case of facsimile transmission, the notice shall be deemed to be effective upon confirmation of receipt of the facsimile transmission, provided that such notice is also hand delivered, sent by overnight carrier, or through the U.S. Mail on the day the facsimile notice is given. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Any notice, request, or other communication by a Party may be given or delivered by counsel to such Party. By giving at least five (5) days' prior written notice thereof, either Party may from time to time, at any time, change its mailing address hereunder.

9. Miscellaneous.

9.1 Commissions. Neither Seller nor Buyer has engaged the services of a real estate broker or agent, therefore no real estate commissions shall be due or payable as a result of the consummation of the transaction contemplated under this Agreement.

9.2 Damage or Destruction; Condemnation. All risk of loss to the Property, including physical damage or destruction, shall be borne by Seller until Closing. In the event of material damage or destruction of the Property or condemnation or threat of condemnation of all or a portion of the Property, Buyer may elect to terminate this Agreement, in which event the Deposit shall be returned to Buyer. If Buyer elects to close, all such insurance proceeds or condemnation awards attributable to the Property shall be conveyed to Buyer at Closing.

9.3 Authorization. The undersigned officers of Seller and Buyer hereby represent and warrant that all actions necessary to be taken by their respective organizations have been completed, that they are authorized to enter into this Agreement, and that no additional action will be necessary to make this Agreement legally binding upon such officer's organization.

9.4 Business Days. If the time period by which any right, option, or election provided under this Agreement must be exercised, by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

9.5 Binding Effect. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors, transferees, and assigns of the Parties.

9.6 Interpretation. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and may only be modified by a subsequent writing duly executed by both Parties. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Seller or Buyer.

9.7 Attorneys' Fees. In the event a Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover actual attorneys' fees and costs from the other Party to be fixed by the court in the same action.

9.8 Survival. The provisions of Paragraphs 3, 5, 9, 10, and 11, and the indemnity agreements contained in this Agreement shall survive any expiration or termination of this Agreement and shall not merge into any deed delivered and accepted upon the Closing of the transaction herein contemplated.

9.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. A signed PDF copy this Agreement shall be the same as an original.

9.10 Governing Law/Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Alaska, and the forum for any legal action arising under this Agreement shall be in the Third Judicial District for the State of Alaska in Valdez, Alaska.

9.11 Time of Essence. Time is of the essence to this Agreement.

9.12 1031 Exchange. Each Party shall be entitled to utilize the Property in an exchange under Section 1031 of the Internal Revenue Code. Each Party, upon request of the other Party, agrees to reasonably cooperate, without expense to the cooperating Party, in such an exchange transaction by the other Party.

(Signature page follows.)

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written. The execution of this Agreement by Buyer and submission to Seller shall be considered an offer to purchase the Property

BUYER

CITY OF VALDEZ

By: _____
Ruth Knight, Mayor

Date


ATTEST:

Sheri L. Pierce, City Clerk

Date

SELLER

GAVORA, INC.

By: 
V. Paul Gavora, President

8/22/17
Date

CANDACE WAUGAMAN

Date

EDWARD WAUGAMAN

Date

Edward Waugaman as Attorney-In-Fact for
LYN COLLEDGE

Date

Edward Waugaman as Attorney-In-Fact for
SUZANNE WAUGAMAN

Date

Edward Waugaman as Attorney-In-Fact for
DEBRA CURNOW

Date

Approved as to Form:
Brena, Bell, & Clarkson, P.C.
City Attorney for Buyer

By _____
Anthony S. Guerriero

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written. The execution of this Agreement by Buyer and submission to Seller shall be considered an offer to purchase the Property

BUYER

CITY OF VALDEZ

By: _____
Ruth Knight, Mayor

Date

ATTEST:

Sheri L. Pierce, City Clerk

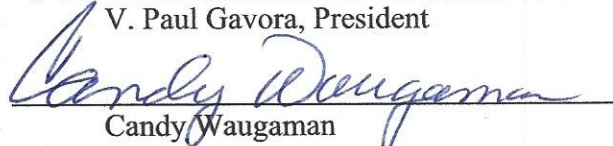
Date

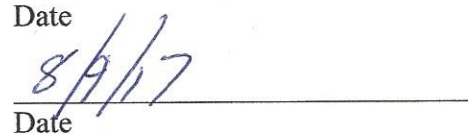
SELLER

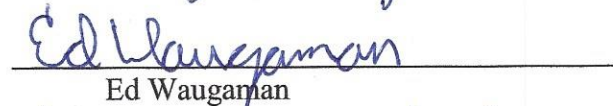
GAVORA, INC.,

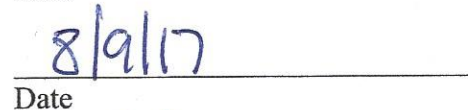
By: _____
V. Paul Gavora, President

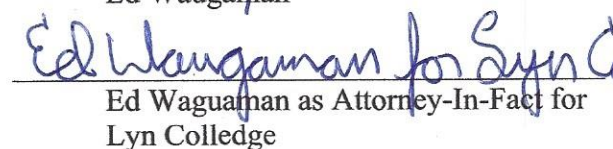
Date

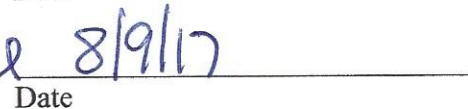

Candy Waugaman

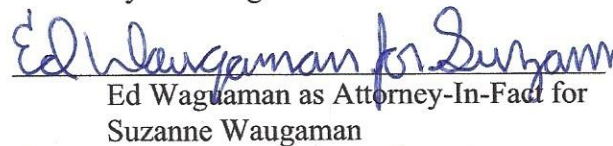

Date 8/9/17



Ed Waugaman

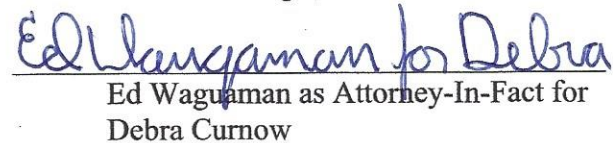

Date 8/9/17

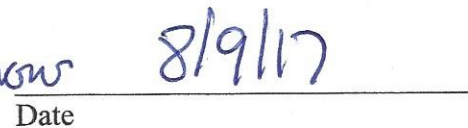

Ed Waguaman as Attorney-In-Fact for
Lyn Colledge


Date 8/9/17


Ed Waguaman as Attorney-In-Fact for
Suzanne Waugaman


Date 8/9/17


Ed Waguaman as Attorney-In-Fact for
Debra Curnow


Date 8/9/17

Approved as to Form:
Brena, Bell, & Clarkson, P.C.
City Attorney for Buyer

By _____
Anthony S. Guerriero

A
L
A
S
K
A

2015-000577-0

Recording Dist: 318 - Valdez
11/2/2015 01:22 PM Pages: 1 of 2



002015-008

SPECIAL POWER OF ATTORNEY

* P.O. Box 80589, Fairbanks, AK 99708
KNOW ALL MEN BY THESE PRESENTS, that I, **SUZANNE WAUGAMAN**,
LINDA S[SANFORD] COLLEDGE AND DEBRA WAUGAMAN CURNOW, have made,
constituted, and appointed, and by these presents, do make, constitute and appoint **EDWARD**
MORTON WAUGAMAN, my/our true and lawful attorney for me and in my/our name, place
and stead, and for my/our use and benefit to do any and every act and exercise any and every
power that I might or could do if personally present, or exercise through any other person that
he/she/they shall deem proper or advisable, insofar as such action is or may relate to real
property located in the City of **VALDEZ**, State of **ALASKA**, described as:

** 3.8 Mile Spur Road, Healy, AK 99743

LOT TWO[2], OF THE SLEEPY HOLLOW SUBDIVISION, Addition NUMBER
FIVE[5] according to the Plat filed February 5, 2001, as Plat # 2001-1,
Records of the Valdez Recording District, Third Judicial District, State of
Alaska:

SUBJECT TO: This instrument shall expire UPON SALE ^{OF SUBJECT PROPERTY} 20--, unless
earlier revoked.

Together with any interest therein and/or building(s) thereon including, but not limited to, the
power to contract for the purchase or sale of, to purchase or sell, to convey and warrant title
thereto, to take possession thereof and of evidence of title thereto, to lease the same for any
term or purpose, to mortgage, transfer in trust, or otherwise encumber or hypothecate the
same, to secure payment of a negotiable or non-negotiable note or performance of any
obligation or agreement hereby ratifying and confirming whatsoever my/our said attorney shall
or may do by virtue hereof in the premises, and I/we agree and represent to those dealing with
my/our said attorney that this Power of Attorney may be voluntarily revoked alone by
revocation given the same general distribution as this original Power of Attorney.


_____(seal)
SUZANNE WAUGAMAN

State of Alaska
NOTARY PUBLIC
Angela M. Jager
My Commission Expires 7/4/2017


_____(seal)
LINDA S[SANFORD] COLLEDGE


_____(seal)
DEBRA WAUGAMAN CURNOW

After Recording, return to
Candy Waugaman
PO Box 80589
Fairbanks, AK 99708

STATE OF ALASKA }
 } SS:
4TH JUDICIAL DISTRICT }

THIS IS TO CERTIFY that on this day 26th of, October 2015, before me the undersigned Notary Public, personally appeared **SUZANNE WAUGAMAN**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.

State of Alaska
NOTARY PUBLIC
Angela M. Jager
My Commission Expires 7/4/2017

Angela M. Jager
Notary Public in and for ALASKA
My commission expires: 7/4/2017

STATE OF ALASKA }
 } SS:
4TH JUDICIAL DISTRICT }

THIS IS TO CERTIFY that on this day 26th of, October 2015, before me the undersigned Notary Public, personally appeared **LINDA S[ANFORD] COLLEDGE**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.

State of Alaska
NOTARY PUBLIC
Angela M. Jager
My Commission Expires 7/4/2017

Angela M. Jager
Notary Public in and for ALASKA
My commission expires: 7/4/2017

STATE OF ALASKA }
 } SS:
4TH JUDICIAL DISTRICT }

THIS IS TO CERTIFY that on this day 26th of, October 2015, before me the undersigned Notary Public, personally appeared **DEBRA WAUGAMAN CURNOW**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth.

State of Alaska
NOTARY PUBLIC
Angela M. Jager
My Commission Expires 7/4/2017

Angela M. Jager
Notary Public in and for ALASKA
My commission expires: 7/4/2017

THIS INSTRUMENT IS BEING RECORDED BY
YUKON TITLE COMPANY, INC.
AS AN ACCOMODATION ONLY.
IT HAS NOT BEEN EXAMINED AS TO
ITS EFFECT, IF ANY, ON THE TITLE
OF THE ESTATE HEREIN.



2010-000991-0

Recording Dist: 318 - Valdez

12/30/2010 11:20 AM Pages: 1 of 2

A
L
A
S
K
A



STATUTORY QUITCLAIM DEED

THIS INDENTURE, made and given this 23rd day of December, 2010, by and between:

WAUGAMAN PROPERTIES LLC, an Alaska limited liability company, now
of 1029 Lathrop Street, Fairbanks, Alaska 99701, hereinafter known as "Grantor",

and

SUZANNE WAUGAMAN, of P.O. Box 61033, Fairbanks, AK 99706;
LINDA S. (SANFORD) COLLEDGE, of 2950 Van Horn Road, Fairbanks, AK 99701;
DEBRA WAUGAMAN CURNOW, of P.O. Box 73911, Fairbanks, AK 99707; and
EDWARD MORTON WAUGAMAN, of P.O. Box 78, Healy, AK 99743;
taking as equal tenants in common, hereinafter known as "Grantees".

WITNESSETH:

That the Grantor, in consideration of and pursuant to the winding up of the affairs of the Grantor company, the distribution of its net assets, and its dissolution, and pursuant to agreement among the members of the Grantor company, hereby conveys and quitclaims unto the Grantees, all interest of the Grantor in and to the following described real estate located in the Valdez Recording District, Third Judicial District, State of Alaska, namely:

Lot Two (2) of the SLEEPY HOLLOW ADDITION NO. FIVE (5), according to Plat No. 2001-1 filed February 5, 2001, Records of the Valdez Recording District, Third Judicial District, State of Alaska; the same comprising 647,998 square feet, more or less.

IN WITNESS WHEREOF, the Grantor has executed these presents.

WAUGAMAN PROPERTIES, LLC - Grantor

By

William Ira Waugaman, Jr.

Its Chairman & Managing Member

By

Tonsina W. Colasacco

Tonsina Waugaman Colasacco
Its Secretary

STATE OF ALASKA)

FOURTH JUDICIAL DISTRICT)

The foregoing Statutory Quitclaim Deed was acknowledged before me by this 23rd day of December, 2010, by WILLIAM IRA WAUGAMAN, JR., as chairman and managing member, and by TONSINA WAUGAMAN COLASACCO, as secretary, of WAUGAMAN PROPERTIES LLC, an Alaska limited liability company, on behalf of said company.



Eugene R. Belland

Notary Public in and for Alaska

My commission expires July 7, 2011.

Return to:

Eugene R. Belland
Attorney-at-Law
709 Fifth Avenue
Fairbanks, AK 99701
(907) 456-5444



Document Year: 2015 Number: 000577 Suf: 0	District: <u>318 - VALDEZ</u>
Date Recorded: 11/02/2015 Time: 01:22PM Pages: 2	
Index: PA - POWER OF ATTORNEY	
Desc: SPECIAL POWER OF ATTORNEY DEED	
Grantor - WAUGAMAN SUZANNE	
Grantor - COLLEDGE LINDA S	
Grantor - COLLEDGE LINDA SANFORD	
Grantee - WAUGAMAN EDWARD MORTON	
Grantor - SANFORD COLLEDGE LINDA	
Grantor - CURNOW DEBRA WAUGAMAN	
Location: Lot: 2	Plat: <u>2001-1</u>
Comments: ERECORDED DOCUMENT	

452-6422
 Shirley Glauco