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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FIRST JUDICIAL DISTRICT IN JUNEAU

COPY
Original Received

AUG - 2 2018

Clerk of the Trial Courts

By AB Deputy

City and Borough of Juneau,

Plaintiff,

v.

Kathleen V. Barrett and James M.
Barrett, Individually and on behalf of
Gastineau Apartments, LLC, and
Gastineau Apartments, LLC.

CASE NO.: 1JU-16-00548 CI

Defendants.

STIPULATION TO POSTPONE EXECUTION OF JUDGMENT

WHEREAS, Gastineau Apartments LLC ("Gastineau") and Ms. Barrett, individually and on behalf of Gastineau, has confessed judgment in favor of plaintiff City and Borough of Juneau ("CBJ") in the amount of \$1,500,000.00 (one million and five-hundred thousand dollars) plus post judgment interest owed for abatement of a public nuisance;

WHEREAS, in consideration of the City and Borough of Juneau postponing collection proceedings, Gastineau and Ms. Barrett agree to the following terms toward satisfaction of judgment.

NOW, THE PARTIES STIPULATE AS FOLLOWS:

1. The term "Defendants," as used herein, shall mean Gastineau Apartments, LLC and Ms. Barrett, jointly and severally.
2. **Interest.** Interest shall accrue at a rate of three percent (3%) per annum, commencing on the balance owed as of August 2, 2019.

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3. **First Payment.** Defendants agree to make a payment of \$100,000 to the CBJ within ten business days of this Stipulation being executed.
4. **Second Payment.** Defendants agree to make a payment of \$300,000 to the CBJ on or before August 1, 2019.
5. **Third Payment.** Defendants agree to make a payment of \$500,000 to the CBJ on or before March 1, 2020.
6. **Final Payment.** Defendants agree to make a final payment to the CBJ on or before December 31, 2020. This payment shall include \$600,000 plus the post judgment interest accrued since August 2, 2019.
7. **Excess payment and prepayment.** Defendants may, at their option, make payments in excess of the scheduled amounts at any time and may pay off the indebtedness at their option at any time prior to the scheduled times of payment.
8. **401 Harris Street.** Ms. Barrett and Mr. Barrett are currently in litigation over the property located at 401 Harris Street, Juneau, Alaska and more specifically described as Lot 1, Block 107, Juneau Townsite, Juneau Recording District, First Judicial District, State of Alaska. *Breffni Place Properties LLC and Kathleen Barrett v. James Barrett*, 1JU-17-00837CI. The CBJ recognizes that 401 Harris Street has been associated with substantial calls for law enforcement services and security concerns for more than 60 people who live or work nearby. Ms. Barrett shall prosecute the pending case with a view to the eviction of James Barrett and the forfeiture of his interest (if any there be) in the said property.

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9. **Disposition of other Alaska property.** Except for the residence at 401 Harris Street, Ms. Barrett and Gastineau agree that the following properties are the only properties in which the Defendants, or either of them, have an ownership interest in Alaska. For its part, the CBJ agrees that the following properties may be sold during the pendency of this Stipulation, provided that all net proceeds from such sale or sales shall be placed into a trust account, and further provided that the Defendants shall notify the CBJ of each sale occurrence within three business days after such sale that the sale has been made. In addition, the Defendants shall cooperate in good faith in order that the net proceeds of each sale are deposited in the trust account and thereupon released to the CBJ to the extent necessary to satisfy the liability of the Defendants as set forth in the Confession of Judgment of even date.

10. **Properties.** For the purposes of paragraphs “9”, “10”, and “14” anything to the contrary hereinabove notwithstanding, the term “Defendants” shall also include Breffni Place Properties, LLC, a limited liability company created with Ms. Barrett as the sole member. The properties to be affected by this paragraph are:

- a. **127 South Franklin Street, Juneau, Alaska (Gastineau Apartments).** The legal description is: Lots 1A and 2A, Block 13, Resubdivision of Juneau Townsite, according to Plat 85-148; and Lots 3 and 4, Juneau Townsite, Records of the Juneau Recording District, State of Alaska. The 2018 assessed value is \$810,200.
- b. **329 Harris St, Juneau, Alaska.** The legal description is: Lot 8, Block 106, Juneau Townsite, according to plat 92-3, Juneau Recording District,

City & Borough Attorney
City & Borough of Juneau, Alaska
155 South Seward Street, Juneau, Alaska 99801
ph: 907-586-5242 CBJ/Law.Service@juneau.org

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First Judicial District, State of Alaska. The 2018 assessed value is \$52,700.

- c. **434 Third St, Juneau, Alaska (Bergman Hotel).** The legal description is Lots 4 and 5, Block 15, Juneau Townsite, Juneau Recording District, First Judicial District, State of Alaska. The 2018 assessed value is \$376,200.
- d. **423/427 Fourth Street, Juneau, Alaska (Rental houses).** The legal description is Lot 6, Block 15, Juneau Townsite, Juneau Recording District, First Judicial District, State of Alaska. The 2018 assessed value was \$361,038.

11. **Waiver of appeal rights.** Ms. Barrett and Gastineau agree not to appeal this case including any order, decision, or judgment made or rendered from the beginning of time to the date hereof.

12. **Contact information.** Defendants agrees to provide the CBJ with their current physical and mailing address, telephone numbers, and to update the same, in the event of any changes thereto, within ten days of such change.

13. **Satisfaction and Release.** Upon payment in full, the CBJ shall execute a satisfaction and release of the amount confessed.

14. **Postponement of Execution.** Provided Defendants are in compliance with the terms of this Stipulation, the CBJ shall refrain from taking collection action on the judgment entered in this case. But, in the event of a violation or breach of any condition of this Stipulation, (a) judgment may be entered for the total amount remaining owed plus post judgment interest at five percent per annum, which will immediately become due and payable, and (b) if the Defendants have not conveyed the properties listed in Paragraph 10, the Defendants consent to the

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CBJ immediately selling any and all of those properties pursuant to A.S.
09.35.030.

15. **Enforcement.** This Stipulation shall be construed and enforced in accordance with, and governed by, the laws of the State of Alaska. In the event that a Party shall institute proceedings to enforce this Agreement, the Parties agree that the First Judicial District of Alaska at Juneau shall be the sole venue to resolve the dispute. The prevailing party shall be entitled to be reimbursed for its reasonable costs, expenses, and attorney fees incurred. Nothing in this provision precludes the CBJ from undertaking collection actions in any other jurisdiction if this Stipulation is violated.

16. **Successors.** This Stipulation is binding upon the Parties and their shareholders, members, partners, officers, directors, employees, agents, affiliates, successors, heirs, and assigns.

17. **Joint Effort.** This Stipulation has been drafted jointly by the Parties with the aid of counsel. It shall be construed according to its terms and not for or against any Party.

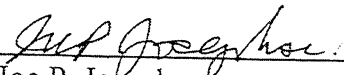
18. **Entire Agreement.** This Stipulation contains the entire agreement between the Parties. There are no oral promises, representations, or warranties between the Parties regarding the matters or things connected with or related to this agreement.

City & Borough Attorney
City & Borough of Juneau, Alaska
155 South Seward Street, Juneau, Alaska 99801
ph: 907-586-5242 CBJLaw.Service@juneau.org

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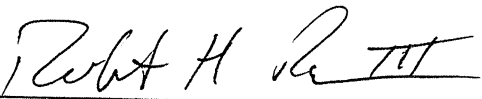
DATED July ____, 2018.

JOSEPHSON LAW OFFICES, LLC

By: 
Joe P. Josephson
Attorney for Kathleen V. Barrett,
Gastineau Apartments LLC, & Breffni
Place Properties LLC
AK Bar No. 6102018

DATED July 25, 2018.

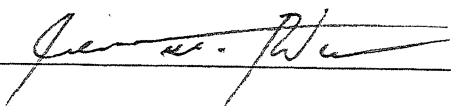
CITY AND BOROUGH OF JUNEAU

By: 
Robert H Palmer III
Assistant Municipal Attorney
AK Bar No. 1405032

Certificate of Service

I hereby certify that on 8/2, 2018, a true and correct copy of the foregoing document was delivered to the following parties via USPS First Class Mail postage prepaid:

<i>For Defendant James Barrett</i> James Barrett 401 Harris St. Juneau, AK 99801 seamusbarrett@hotmail.com m	<i>For Defendant Kathleen Barrett and Gastineau Apartments LLC,</i> Josephson Law Offices, LLC Attn: Joe Josephson 912 West Sixth Avenue Anchorage, AK 99501 joepjosephson@gmail.com
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Litigation and Civil Support Assistant

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DATED July 24, 2018.

JOSEPHSON LAW OFFICES, LLC

By: Joe P. Josephson
Joe P. Josephson
Attorney for Kathleen V. Barrett,
Gastineau Apartments LLC, & Breffni
Place Properties LLC
AK Bar No. 6102018

DATED July ____, 2018.

CITY AND BOROUGH OF JUNEAU

By: _____
Robert H Palmer III
Assistant Municipal Attorney
AK Bar No. 1405032

Certificate of Service

I hereby certify that on _____, 2018, a true and correct copy of the foregoing document was delivered to the following parties via USPS First Class Mail postage prepaid:

<i>For Defendant James Barrett</i> James Barrett 401 Harris St. Juneau, AK 99801 <u>seamusbarrett@hotmail.co</u> <u>m</u>	<i>For Defendant Kathleen Barrett and Gastineau Apartments LLC,</i> Josephson Law Offices, LLC Attn: Joe Josephson 912 West Sixth Avenue Anchorage, AK 99501 <u>joepjosephson@gmail.com</u>
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Litigation and Civil Support Assistant