

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase Agreement (“Agreement”) is made in duplicate and entered into by and between **Hansen-Gress Corporation**, an Alaska Corporation, having a mailing address of 1000 Harbor Way, Juneau, Alaska 99801-1566 (“Hansen-Gress”) and, the **City and Borough of Juneau**, a municipal corporation in the State of Alaska, having its offices at 155 South Seward Street, Juneau, Alaska 99801, (“CBJ”) (collectively, “Parties”).

1. Intent: The Parties wish to execute this Purchase and Sale Agreement (“Agreement”) to provide Hansen-Gress additional land under and around their existing building in order to make major structural and architectural improvements to the aging building.

2. Real Property: Subject to the terms and conditions set forth in this Agreement, CBJ agrees to convey to Hansen-Gress, fee simple title to the following described real property located in the Juneau Recording District, First Judicial District, State of Alaska:

Lot 3, Block 51, of the same Tidelands Addition, Plat No. 347; more particularly described as follows: Beginning at Corner No. 1, identical with the most northerly corner of Lot 5, Block 51; thence S 54° 53’ 15” W 60.00 feet to Corner No. 2; thence S 35° 06’ 45” E 49.50 feet to Corner No. 3; thence S 52° 09’ 18” W 20.02 feet to Corner No. 4; thence N 35° 06’ 45” W 90.91 feet to Corner No. 5; thence N 55° 56’ E 80.01 feet to Corner No. 6; thence S 35° 06’ 45” E 39.00 feet to Corner No. 1, the place of beginning; containing 4,178 square feet, more or less.

Juneau Recording District, First Judicial District, State of Alaska, as further described in Exhibit A.

(hereinafter, the “Property”).

3. Purchase Area: Pursuant to Ordinance 2023-19 An Ordinance Authorizing the Manager to Convey Approximately 4,814 Square Feet of Tidelands Located on a Fraction of Lot 3, Block 51, Tidelands Addition Adjacent to 1000 Harbor Way to 1000 Harbor Way, LLC for Fair Market Value, the area of the Property to be conveyed by CBJ to Hansen-Gress is approximately 4,814 Square Feet of Tidelands Located on a Fraction of Lot 3, Block 51, of the same Tidelands Addition, Plat No. 347, Adjacent to 1000 Harbor Way to 1000 Harbor Way; as described in Attachment A of this Agreement (hereinafter, the “Purchase Area”).
4. Land Value: The value of the land to be purchased by Hansen-Gress has been determined by the Appraisal Report of Horan & Company, dated February 24, 2023 (the “Appraisal,” Attachment B). The value is appraised at \$24.62 per square foot or \$118,510. The balance due from Hansen-Gress to CBJ is \$118,510 (One Hundred-Eighteen Thousand, Five Hundred Ten Dollars).
5. Right of First Refusal. Subject to the terms and conditions set forth in this Agreement, Hansen-Gress, agrees that it is their intent to sign, on the date of closing, a lot consolidation to combine their current property with the new purchase area. Should Hansen-Gress receive an offer to purchase the consolidated lot, before they accept such an offer, Hansen-Gress shall give notice to the CBJ of said offer. CBJ shall have 90 days from the date of receipt of the offer to elect to meet the terms of the agreement to sell and pay any consideration.
6. Evidence of Title: The CBJ represent that fee simple title to the Property is in CBJ.
7. Title Insurance: Title insurance shall be the responsibility of Hansen-Gress.

8. Conveyance: The Parties shall convey title to the Property to the other Party by quitclaim deed, free of any mortgages, liens, encumbrances or other defects in title, other than those deemed acceptable by the other Party.
9. Taxes: All local taxes applicable to the Property shall be prorated and paid through the date of closing.
10. Closing: Closing on the sale of the Property shall occur no later than June 30, 2023, unless the closing date is extended by written agreement of the Parties. Such agreement shall not be unreasonably withheld.
11. Effective Date: This Agreement shall be effective and binding upon either party only upon such date that this Agreement is fully executed by all parties on the signature page. This provision may not be waived by partial performance or otherwise and no reliance shall be placed on this Agreement until it is so executed.
12. No Warranties. Hansen-Gress specifically acknowledges and agrees that (1) CBJ does not make any representations or warranties of any kind, either express or implied, with respect to the Property, and (2) the Property is conveyed to the Hansen-Gress in an “As-Is” and “WITH ALL FAULTS” condition as of the date of closing, including, without limitations, the condition or stability of the soils or ground waters, the presence or absence of hazardous materials on or under the Property, suitability for any construction or development, zoning and similar matters.
13. Governmental Approval. This conveyance is conditioned on the City and Borough of Juneau Assembly enacting an ordinance authorizing the conveyance. In the event a governing authority having jurisdiction over the Property requires a survey, plat or has a subdivision ordinance, Hansen-Gress shall, at Hansen-Gress’ sole expense, comply with such laws and take all steps necessary to obtain such survey, plat, or subdivision. CBJ agrees to cooperate with Hansen-Gress in obtaining the necessary

approvals, if any. The closing date may be extended for such period as may be required to obtain such approval.

14. No Brokers Or Agents. The Parties represent that neither party has employed the services of a real estate broker or agent in connection with the Property, or that if such agents have been employed, that the party employing said agent will pay any and all expenses outside the closing of this Agreement.
15. Free and Voluntary Agreement. The Parties have read all of this Agreement and fully understand all of the terms used and their significance. The Parties execute this instrument freely and voluntarily for the purpose of conveying title of the Property from the Seller to the Buyer in exchange for the Purchase Price.
16. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, correspondence, discussions, agreements, and understandings, whether oral or written, between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.
17. Severability. If one or more of the provisions of this Agreement is held invalid, illegal or unenforceable in any respect, such holding will not impair the validity, legality, or enforceability of the remaining provisions.
18. Construction. The Parties have reviewed and negotiated this Agreement. The Parties agree that any ambiguities will not be construed against a party.

19. Release. The Parties to this Agreement hereby release each other from any and all claims involving the Property, except for any future claim brought to enforce the terms of this Agreement.
20. Law and Forum Selection. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. The Parties specifically waive any right or opportunity to request a change of venue pursuant to A.S. 22.10.040.
21. Applicability of Alaska Public Records Act. Hansen-Gress acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this Agreement must be made available for the public to inspect upon request, unless an exception applies. It is Hansen-Gress' sole responsibility to clearly identify any documents Hansen-Gress believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Hansen-Gress, the CBJ will notify Hansen-Gress as soon as practicable prior to making any disclosure. Hansen-Gress acknowledges it has five calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Hansen-Gress deems necessary in order to protect its interests. Should Hansen-Gress fail to notify the CBJ of its objection or to file suit, Hansen-Gress shall hold the CBJ harmless of any damages incurred by Hansen-Gress as a result of the CBJ disclosing any of Hansen-Gress' documents in the CBJ's possession. Additionally, Hansen-Gress may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

22. Counterparts: This Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same document. Delivery of a legible photocopy, telefax, or scanned copy of the entire signed original of this Agreement will be treated the same as delivery of the original.

DRAFT

SELLER/CBJ

CITY & BOROUGH OF JUNEAU

By: _____
Duncan Rorie Watt, CBJ Manager

PURCHASER

By: _____

By: _____

SELLER ACKNOWLEDGEMENT

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2023, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Duncan Rorie Watt**, to me known and known to me to be the **CITY AND BOROUGH OF JUNEAU MANAGER**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and s/he acknowledged to me that s/he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed.

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

Notary Public in and for Alaska
My Commission Expires: _____

PURCHASER ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2020, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **XXXX and XXXX, to me known and known to me to be the XXXXX**, and known to me to be the persons who signed the foregoing instrument, on behalf of said limited liability company, and s/he/they acknowledged to me that s/he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed.

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

Notary Public in and for Alaska
My Commission Expires: _____

DRAFT