

Recorded in the Juneau Recording District.

When recorded return to:

City and Borough of Juneau, AK
Attn: Division of Lands and Resources
155 S. Seward St
Juneau, AK 99801

Document Title: Purchase and Sale Agreement

Seller: City and Borough of Juneau, Alaska

Buyer: Tlingit Haida Regional Housing Authority

Legal Description: PEDERSON HILL II LT 2B

Assessor's Parcel Number: 4B2201010103

PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“Agreement”) is entered into between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska (“Seller”), and Tlingit Haida Regional Housing Authority (“Purchaser”). The Seller and Purchaser are collectively referred to herein as “the Parties.”

In consideration of the mutual promises and valuable consideration set forth in this Agreement, the Parties agree as follows:

1. CBJ Authority. CBJC 53.09.270 authorizes the Disposal of City property for public use. The CBJ Assembly authorized the sale of the real property subject to this Agreement under Ordinance 2023-28, adopted on XX/XX/2023.

2. Purchase and Sale.

21 Property to be Conveyed. Subject to all of the provisions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of the following described real estate, situated in the Recording District of Juneau, First Judicial District, State of Alaska (“Property”):

Lot 2B, Pederson Hill Subdivision II, according to Plat 2019-34, Records of the Juneau Recording District, First Judicial District, State of Alaska, together with all after acquired title of the CBJ therein.

22 Nature of Property Conveyed. The Property is vacant land zoned D10SF with the total area of approximately 11.5 acres or approximately 500,263 square feet. The conveyance of the Property under this Agreement shall be in fee simple and includes all interests therein, including without limitation: (a) all standing and down timber; and (b) all rights,

privileges, and easements appurtenant to the Property including, without limitation (i) oil, gas, other hydrocarbon substances, metals, limestone, rock, sand, and gravel, except any such mineral rights reserved in the original patent to the Property and not owned or controlled by Seller; (ii) all development rights, air rights, water, water rights, and water stock relating to the Property; and (iii) all easements, rights-of-way, and other appurtenances used in connection with the beneficial use and enjoyment of the Property. No material change shall be made to the Property's current condition from the effective date of this Agreement until the time of Closing (as defined in Section 5 hereof).

23 **Use of Premises.** Purchaser understands and agrees that Seller is only conveying the Property on the express condition that it be developed as single-family homes with lot sizes and layout similar to the attached preliminary plat. The development of this property will include the public use and preservation lots included in the preliminary plat.

24 **Approval of Other Authorities.** Purchaser understands that by Seller conveying the Property for the use provided above, Purchaser is not relieved of its responsibility for obtaining all licenses, permits, or approvals as may be required by Seller or by duly authorized state or federal agencies for the development of the Property.

3. **Purchase Price.** Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for the total sum of **Seven Hundred Thousand Dollars (\$700,000) ("Purchase Price")**

4. **Payment.** The Purchase Price shall be paid by Purchaser to Seller as follows:

41 The Purchaser agrees to pay the purchase price of **\$700,000**. Fair Market Value has been determined to be \$700,000.

42 The payment of \$100,000 will be due at closing.

43 The remaining balance of \$600,000 will be due on December 31, 2033, but will be considered forgiven or paid in full once the following conditions are met, prior to payment being due on December 31, 2033.

- a) \$100,000 will be automatically forgiven if a final plat similar to what has been considered Phase 1B, which includes roughly 5.1 acres with 30 residential lots and two public use lots, is recorded within 3 years of the property conveyance.
- b) \$100,000 will be automatically forgiven if the Purchaser has received certificates of occupancy for 15 housing units within 5 years of conveyance.
- c) \$200,000 will be automatically forgiven if a final plat similar to what has been considered Phase 1C, which includes roughly 6.4 acres with approximately 39 residential lots.
- d) \$200,000 will be automatically forgiven if the Purchaser has received

certificates of occupancy for 15 housing units within phase 1C within 10 years of conveyance.

5. Development of Workforce and Affordable Housing. Tlingit Haida Regional Housing Authority shall be required to develop the property in accordance with Ordinance 2023-28. Failure to develop the property in accordance with this agreement and referenced documents will result in the THRHA becoming ineligible for future requests for negotiated sale or sale for public use land sales for 15 years.

6. 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.

7. Closing.

7.1 The closing of this transaction (“Closing”) shall occur through the office of **First American Title Insurance Company** and shall take place on or before August 1, 2023.

7.2 For purposes of this Agreement the Closing shall be deemed to have occurred on the date when the Quitclaim Deed (as defined in Section 6 hereof) is recorded. The date on which the Closing actually occurs shall be the “Closing Date” for all purposes under this Agreement.

7.3 All closing documents in addition to this Agreement, Deed of trust, Deed of Trust Note and the Quitclaim Deed will be drafted by the Closing Office and provided to Seller and Purchaser for review and approval before the Closing Date (“Closing Documents”). It shall be a condition to Closing that Seller and Purchaser shall have approved the Closing Documents, if any.

7.4 Seller is not paying any Closing costs except Seller’s attorney fees, if any. Purchaser is responsible for any and all Closing costs.

8. Quitclaim Deed. Seller shall execute, notarize, and deliver to the Closing Office immediately prior to the Closing Date, a quitclaim deed for conveyance of the Property from Seller to Purchaser in the form of Exhibit A attached to this Agreement (“Quitclaim Deed”).

9. No Financial or Inspection Contingencies. Purchaser agrees that this Agreement is not contingent on Purchaser securing a loan or conducting a physical inspection of the Property. Purchaser waives any financial and inspection contingencies.

10. Preliminary Title Report. Immediately after signing this Agreement, Seller and Purchaser shall cooperate to cause the Closing Office to prepare and issue a preliminary title report for the Property (“PTR”). The cost of the PTR, if any, shall be paid by Purchaser. It shall be a condition to Closing that Purchaser has reviewed and approved the PTR and any changes to the PTR that may be required by Purchaser in order to cause the PTR to be acceptable to Purchaser. Seller and Purchaser shall act reasonably and in good faith regarding the PTR and any changes to the PTR that may be necessary in order to cause the PTR to be acceptable to Purchaser.

11. Title Insurance. Purchaser shall be entitled to obtain an ALTA title insurance policy for Purchaser’s acquisition of the Property, including any endorsements selected by Purchaser (“Title Insurance”). Purchaser shall pay the cost for a standard ALTA title insurance policy (“Standard ALTA Cost”), and all title insurance costs in excess of the Standard ALTA Cost. It shall be a condition to Closing that Purchaser has reviewed and approved the provisions of the Title Insurance and any changes to the Title Insurance that may be required by Purchaser in order to cause the Title Insurance to be acceptable to Purchaser. Seller and Purchaser shall act reasonably and in good faith regarding the Title Insurance and any changes to the Title Insurance that may be necessary in order to cause the Title Insurance to be acceptable to Purchaser.

12. Taxes. As of the Closing, all property taxes shall be prorated by the Closing Office between Seller and Purchaser, and paid by Seller and Purchaser on the basis of such proration. Regardless of any contrary provision of this Agreement, Seller shall give the Property and Purchaser full benefit of any property tax abatements, eliminations or reductions that have been or will be approved by Seller at any time.

13. Escrow Agent Instructions. The provisions of this Section 11 shall constitute the joint instructions of the Parties to the Closing Office.

13.1 The Closing Office shall receive, hold and disburse all funds, arrange the execution, delivery and recording of all documents and instruments necessary to this transaction and shall otherwise act in accordance with the mutual written instructions of the Parties to this Agreement and in accordance with the laws of the State of Alaska.

13.2 At the Closing, the Closing Office shall record the Quitclaim Deed and all other documents necessary to transfer title to the Property from Seller to Purchaser.

13.3 At Closing, the Closing Office shall cause the Title Insurance to be issued to Purchaser.

13.4 As of the Closing, the Closing Office shall cause all assessments and utilities, if any, to be prorated between Seller and Purchaser, and paid by Seller and Purchaser on the basis of such proration.

135 Prior to the Closing, the Closing Office shall provide preliminary closing and/or settlement statements to Seller and Purchaser (collectively “Closing Statements”). It shall be a condition to Closing that Seller and Purchaser shall have approved their respective Closing Statements.

136 The Parties agree to provide any necessary supplemental instructions requested by the Closing Office, and to cooperate in good faith to effectuate the purpose of this Agreement.

14. No Warranties. Purchaser specifically acknowledges and agrees that (a) Seller does not make any representations or warranties of any kind, either express or implied, with respect to the Property, and (b) the Property is conveyed to Purchaser in an “AS IS” and “WITH ALL FAULTS” condition as of the Closing Date, including, without limitation, the condition or stability of the soils or ground waters, the presence or absence of hazardous materials on or under the Property, the suitability of the Property for any construction or development, and zoning and similar matters.

15. Alaska Residential Real Property Transfer Disclosure Statement Waiver. Consistent with A.S. 34.70.110, the Parties waive the requirement to complete the disclosure statement, if one is required.

16. Possession and Risk of Loss. Seller retains possession and assumes risk of loss prior to Closing. Purchaser shall be entitled to possession of the Property upon the Closing Date.

17. Indemnification. Purchaser shall indemnify, defend, and hold Seller harmless from and against any claims, actions, costs, expenses and liabilities, including without limitation payment of reasonable attorney’s fees, which Seller may suffer or incur as a result of any failure of Purchaser to perform any of its warranties or obligations hereunder.

18. Survival. All warranties, representations, covenants, obligations and agreements contained in or arising out of this Agreement or in any certificates or other documents required to be furnished hereunder, shall survive Closing. All warranties and representations shall be effective regardless of any investigation made or which could have been made.

19. Default.

19.1 In the event Seller defaults in its obligations under this Agreement, Purchaser may only specifically enforce this Agreement or rescind this Agreement.

19.2 If the transaction does not close before the close of business on the Closing Date and through no fault of Seller, this Agreement will be of no further effect.

20. Non-Foreign Affidavit. Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code, as amended, and regulations promulgated thereunder. Seller shall, upon written request of Purchaser, complete an affidavit to such effect.

21. Notices. All notices required to be given under this Agreement shall be in writing and shall be deemed delivered: (a) on the date of delivery if delivered via electronic mail (“e-mail”), and the party delivering notice has a record of successful transmission; (b) on the next business day if delivered by a nationally recognized overnight courier service; or (c) on the second business day after mailing if mailed by first class U.S. mail, postage prepaid, return receipt requested, to the address of the other party to be notified as listed below. Either party may, by written notice to the other, designate a different address or e-mail address for purposes of this Agreement.

21.1 Seller’s Contact:

The City and Borough of Juneau
Attn: Lands & Resources Manager
155. S. Seward Street
Juneau, AK 99801
Phone: 907.586.5252
Email: Lands_Office@juneau.org

21.2 Purchaser’s Contact:

Tlingit Haida Regional Housing Authority
Attn: Jacqueline Pata
Address: 5446 Jenkins Drive
Juneau, AK 99801
Phone: 907-780-3194
Email: jpata@thrha.org

22. Email. Purchaser and Seller acknowledge and agree that: (a) e-mail is an acceptable form of written communication and may be used by the Parties as a method of delivering notices required under this Agreement; provided, however, Purchaser and Seller may only use the e-mail address(es) listed above to send, forward or receive e-mail communication for matters relating to this Agreement.

23. Time of Essence. Time is of the essence of this Agreement.

24. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, Purchaser, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, neither Purchaser nor Seller may assign their respective rights or obligations under this Agreement.

25. **No Brokers or Agents.** Seller and Purchaser represent and warrant to each other that they have not employed the services of a real estate broker or agent in connection with this Agreement, or that if such brokers or agents have been employed, the party employing said brokers or agents will pay any and all expenses, fees, and commissions outside the Closing of this Agreement.

26. **Free and Voluntary Agreement.** The Parties have read all of this Agreement and fully understand all of the terms and their significance. The Parties execute this instrument freely and voluntarily for the purpose of conveying title to the Property from Seller to Purchaser in exchange for the Purchase Price.

27. **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.

28. **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.

29. **Construction.** The Parties have reviewed and negotiated this Agreement. The Parties agree that any ambiguities will not be construed against either Party.

30. **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.

31. **Applicability of Alaska Public Records Act.** Purchaser acknowledges and understands that Seller is subject to the Alaska Public Records Act (A.S. 40.25.120) and that all documents received, owned or controlled by Seller in relation to this Agreement must be made available for the public to inspect upon request, unless an exception applies. It is Purchaser's sole responsibility to clearly identify any documents Purchaser believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should Seller receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Purchaser, Seller intends to notify Purchaser as soon as practicable prior to making any disclosure. Purchaser acknowledges it has five (5) calendar days after receipt of notice to notify Seller of its objection to any disclosure, and to file any action with any competent court Purchaser deems necessary in order to protect its interests. Should Purchaser fail to notify Seller

of its objection or to file suit, Purchaser shall hold Seller harmless of any damages incurred by Purchaser as a result of Seller disclosing any of Purchaser's documents in Seller's possession. Additionally, Purchaser may not promise confidentiality to any third party on behalf of Seller, without first obtaining express written approval by Seller.

32. 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.

33. 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. By signing below, the Parties represent and warrant that they have the authority to enter into this Agreement.

SELLER:

PURCHASER:

CITY AND BOROUGH OF JUNEAU,
ALASKA, a municipal corporation in
the State of Alaska

Tlingit Haida Regional Housing Authority

By: _____

By: _____

Duncan Rorie Watt City Manager

Name: Jacqueline Pata

City Manager

Title: President & CEO

Date: _____

Date: _____

Approved as to Content: _____ CBJ Lands Division

Approved as to Form: _____ CBJ Law Department

EXHIBIT A

AFTER RECORDING MAIL TO:

Name:

Attn:

Address:

File No.:

QUIT CLAIM DEED

THE GRANTOR, City and Borough of Juneau, whose address is 155 S. Seward Street, Juneau, AK 99801, for and in consideration of 10.00, conveys and quit claims to Tlingit Haida Regional Housing Authority, whose address is _____, the following described real estate, situated in the Recording District of Juneau, First Judicial District, State of Alaska:

Lot 2B, Pederson Hill Subdivision II, according to Plat 2019-34, Records of the Juneau Recording District, First Judicial District, State of Alaska, together with all after acquired title of the CBJ therein.

SUBJECT TO reservations, exceptions, easements, covenants, conditions, and restrictions of record, if any.

Dated: _____, 2023

GRANTOR: CITY AND BOROUGH OF JUNEAU

By: _____

Name: Duncan Rorie Watt

Its: CBJ Manager

STATE OF ALASKA)
FIRST JUDICIAL DISTRICT)ss.

THIS IS TO CERTIFY that on this _____ day of _____, 202__, 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 Manager of **CITY AND BOROUGH OF JUNEAU**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said municipal 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: _____