

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase Agreement ("Agreement") is made in duplicate and entered into by and between **1000 Harbor Way, LLC**, an Alaska limited liability company, having a mailing address of 1000 Harbor Way, Juneau, Alaska 99801-1566 ("Purchaser") 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 Purchaser 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 Purchaser, 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"). The Parties agree to amend the description of the Property above to conform to the description reflected in a preliminary title commitment obtained by Purchaser.

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 Purchaser 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 Purchaser 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 Purchaser 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, Purchaser, agrees that it is their intent to sign, on the date of closing, a lot consolidation to combine the Remainder of Lot 5 of A.T.S. No. 3, Block 51 with the Property (as consolidated, they are referred to together as the "Consolidated Lot"). If Purchaser receives a written offer to purchase the Property or the Consolidated Lot, before they accept such an offer, Purchaser shall give notice to the CBJ of said offer, including a copy of the offer, by certified U.S. Mail, return receipt requested addressed to CBJ at 155 South Seward Street, Juneau, Alaska 99801. Notice shall be effective on the date the receipt is signed. CBJ shall have 90 days from the date of receipt of the notice from Purchaser to deliver to Purchaser written notice by certified U.S. Mail, return receipt requested addressed to Purchaser at 1000 Harbor Way, Juneau, Alaska 99801 of its election to purchase on the same terms offer and to pay to Purchaser the consideration under the terms of the offer. If CBJ fails to exercise in the manner and time stated above, this right of first refusal shall have no more force and effect.
- a) If Purchaser conveys title of the Property or Consolidated Lot to a party other than CBJ, CBJ's right of first refusal under this paragraph 5 shall thereafter be of no further force and effect with respect to the Property or Consolidated Lot and a claim or right of action of CBJ, if any, shall be solely against Purchaser.
 - b) If the Property and Remainder of Lot 5 of A.T.S. No. 3, Block 51 are not consolidated into one lot, for whatever reason, the right of first refusal under this paragraph 5 shall not apply to Remainder of Lot 5 of A.T.S. No. 3, Block 51.
 - c) Notwithstanding anything herein to the contrary, Purchaser shall not have any obligation to provide the notice of nor shall CBJ have the right to purchase due to any of the following:
 - i. Transfers to any parent, subsidiary or affiliate of Purchaser;
 - ii. Transfers by Purchaser which are deemed or considered transfers by operation of law, liquidation or consolidation, including, without limitation, mergers, consolidations, reorganizations or dissolutions;
 - iii. Easements, leases, usufructs, licenses, concession agreements or transfers not in fee; or
 - iv. Involuntary transfers including, without limitation, transfers in foreclosure, transfers in lieu of foreclosure, bankruptcy, or court-ordered liquidation.

- d) Time is of the essence with respect to the rights and obligations under this paragraph 5.
 - e) Neither Party shall record an instrument evidencing the right of first refusal under this paragraph 5.
 - f) CBJ shall not assign any the right of first refusal granted under this paragraph 5.
6. Evidence of Title: The CBJ represents that fee simple title to the Property is in CBJ.
7. Title Insurance: Title insurance shall be the responsibility of Purchaser, and Purchaser's obligation to purchase shall be contingent upon Purchaser obtaining title insurance acceptable to Purchaser at or before closing.
8. Conveyance: CBJ shall convey title to the Property to Purchaser by quitclaim deed, free of any mortgages, liens, encumbrances, or other defects in title, other than those deemed acceptable by Purchaser at closing.
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. Purchaser 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 Purchaser 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, Purchaser shall, at Purchaser' sole expense, comply

with such laws and take all steps necessary to obtain such survey, plat, or subdivision. CBJ agrees to cooperate with Purchaser 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 Purchaser 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 of which the Parties have actual knowledge, 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. Purchaser 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 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 the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Purchaser, the CBJ will notify Purchaser as soon as practicable prior to making any disclosure. Purchaser 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 Purchaser deems necessary in order to protect its interests. Should Purchaser fail to notify the CBJ of its objection or to file suit, Purchaser shall hold the CBJ harmless of any damages incurred by Purchaser as a result of the CBJ disclosing any of Purchaser's documents in the CBJ's possession. Additionally, Purchaser 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.

SELLER/CBJ

CITY & BOROUGH OF JUNEAU

By: _____
Carl Uchytel, Port Director

PURCHASER

1000 HARBOR WAY, LLC

By: _____
Tyler Gress, Member

By: _____
Jeremy Hansen, Member

SELLER ACKNOWLEDGEMENT

STATE OF ALASKA

)

Real Property Purchase Agreement
Hansen-Gress Corp.

Initials _____/_____
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FIRST JUDICIAL DISTRICT

)ss.
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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 **Carl Uchytil**, to me known and known to me to be the **CITY AND BOROUGH PORT DIRECTOR**, 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 _____, 2023, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Tyler Gress** and **Jeremy Hansen**, to me known and known to me to be the **Members of 1000 Harbor Way, LLC**, and known to me to be the persons who signed the foregoing instrument, on behalf of said limited liability company, and /they acknowledged to me that they signed and sealed the same as a free act and deed of the said limited liability company 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: _____