

## **AGREEMENT FOR SALE OF REAL ESTATE**

For good and valuable consideration, the receipt whereof is hereby acknowledged, the City of Nome, an Alaskan municipal corporation ("**Nome**" or "**City**" or "**Buyer**") and Elsa R. Bronson ("**Seller**"), hereby agree as follows:

1.     **Property to Be Sold.**

(a)     Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following-described real property and improvements:

Lot 5A, Block 31 Nome Townsite  
according to Plat Number 83-85,  
Records of the Cape Nome Recording District,  
Second Judicial District, State of Alaska.

(the "**Property**").

(b)     At the Closing, Seller shall convey to Buyer all of the Property by Warranty Deed in the form attached as Exhibit A.

2.     **Price.**     The purchase price shall be two hundred thousand dollars (\$200,000) ("**Purchase Price**"), to be paid in full at closing.

3.     **Title Insurance.**     Nome may, at Nome's sole option and expense, purchase Buyer's title insurance. If Nome gives notice of a valid Material Title Defect within seven (7) days prior to Closing, this Agreement shall terminate without further obligation on the part of either party. "Material Title Defect" shall include any matter affecting title which a reasonable person would consider to be a serious defect

4.     **Remedies for Breach.**     Seller and Buyer shall have all remedies available by law and equity for any breach of this Agreement, including, but not limited to, the remedy of specific performance.

5.     **Closing.**     (a) The closing ("Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of Yukon Title Company at 714 Gaffney Road, Fairbanks, AK 99701. The delivery of all sums due Seller pursuant to Section 2 above and the recording of documents by Title Company shall occur not later than November \_\_, 2020, (the "Closing Date"). All funds and documents shall be deemed simultaneously delivered on and as of the Closing Date. The Closing may occur on

such earlier date as Buyer and Seller may agree but the Closing Date may not be extended without the written approval of both Seller and Buyer.

(b) In the event the Closing does not occur on or before the Closing Date, Title Company shall, unless it is notified in writing by both parties to the contrary within five (5) days after such date, return to the depositor thereof all items which may have been deposited with Title Company hereunder. Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

(c) Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

6. **Notices.** All notices, waivers, elections, approvals and demands required or permitted to be given hereunder shall be in writing and shall be personally delivered, mailed by certified mail with postage prepaid, or transmitted by facsimile to the location for each party designated herein. Either party may, by proper notice to the other, designate a different address for the giving of notice. Any notice shall be effective when personally delivered, or, if mailed as provided herein, five (5) business days after deposit, postage pre-paid in the U.S. Mails, or in the case of facsimile notice when sent, if answer back or confirmation received:

**BUYER:**

City of Nome  
Box 281  
Nome, AK 99762

**SELLER:**

Elsa R. Bronson  
P.O. Box 572  
Nome, AK 99762

**With a courtesy copy to:**

Brooks W. Chandler, Esq.  
Boyd, Chandler & Falconer  
911 W. 8th Avenue, Suite 302  
Anchorage, AK 99501  
Facsimile No. 907/274-3698

7. **Costs.** Each party shall bear its own costs and attorneys fees, except as expressly provided herein. Unless specifically made the responsibility of one party elsewhere in the Agreement, all other fees and closing costs in connection with the Closing shall be shared equally by the Seller and Buyer. Any and all prepaid expenses or income of any kind and all taxes and assessments shall be prorated.

8. **Seller's Obligations.** Provided that (i) this Agreement has not been cancelled, and (ii) Buyer has delivered (or will deliver) all items required to be delivered, then Seller shall deposit with Title Company at or before the Closing the following:

- (a) The original Deed, duly executed by Seller, substantially in the form attached as Exhibit A;
- (b) A Certification of Non-Foreign Status, duly executed by Seller;
- (c) Documents reasonably required by the Title Company such as an executed settlement statement or evidence of Seller's authority.

9. **Buyer's Obligations.** Provided that (i) this Agreement has not been cancelled, and (ii) Seller has delivered (or will deliver) all items required to be delivered, then Buyer shall deposit with Title Company prior to the Closing date:

- (a) The Purchase Price in cash or by wire transfer; and
- (b) Documents reasonably required by the Title Company such as an executed settlement statement or evidence of Seller's authority.

10. **No Broker.** Seller and Buyer each mutually represent and warrant to the other that it/they have not dealt with any broker or real estate agent regarding the Property or this transaction. Each party shall be responsible to defend, indemnify and hold harmless the other as to any claim made by any person or entity for a commission claim due as a consequence of the indemnifying party's acts or conduct.

11. **Survival of Terms and Waiver.** The terms and conditions of this Agreement shall survive the Closing and are expressly intended to bind the parties notwithstanding any statute of limitations. The parties each hereby fully and wholly waive the application of the statute of limitations, if any, to any claim brought by the other party for enforcement of, for breach of, or in connection with this Agreement.

12. **Merger.** This Agreement expresses and embodies all understandings and agreements between the parties and is entered into after full investigation, neither party relying upon any statements or representations not embodied in this Agreement.

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and may be modified only by a written instrument signed by both parties.

14. **Relationship of the Parties.** This Agreement shall not authorize either party to act as an agent for the other.

15. **Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Alaska. Venue of any dispute shall be the Superior Court for the State of Alaska in Nome, Alaska.

16. **Signatures; Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile or email signature shall be considered an original signature

DATED: \_\_\_\_\_

**BUYER:**

**CITY OF NOME**

BY: \_\_\_\_\_

Glenn Steckman

ITS: City Manager

DATED: \_\_\_\_\_

**SELLER:**

**ELSA R. BRONSON**

\_\_\_\_\_  
Elsa R. Bronson

STATE OF ALASKA                    )  
  ) ss.  
SECOND JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Glenn Steckman, the City Manager of the City of Nome, a municipal corporation, on behalf of the municipality.

\_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
SECOND JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Elsa R. Bronson.

\_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires:\_\_\_\_\_