

## PURCHASE AGREEMENT

This Agreement is made by and between KENAI PENINSULA HOUSING INITIATIVES, INCORPORATED whose address is 3751 Sterling Highway, Homer, Alaska 99603, (hereinafter referred to as "SELLER") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB").

WHEREAS, SELLER is the owner of that real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lot 18, Block 2, Iris Heights Subdivision according to Plat No. 77-40, Kenai Recording District, Third Judicial District, State of Alaska (Hereinafter "the Property") (Assessor Parcel Nos. 059-340-40)

WHEREAS, KPB has offered to buy, subject to assembly authorization and appropriation of funds, and SELLER is willing to sell the Property as evidenced by this Purchase Agreement; and

NOW THEREFORE, in consideration of the promises herein contained, SELLER hereby agrees to sell to KPB, and KPB hereby agrees to buy from SELLER, the Property on the terms and conditions as set forth below:

### 1. PURCHASE PRICE

The purchase price of the Property is Five Hundred Thousand dollars and NO cents (\$500,000.00). The purchase price shall be paid by KPB at time of closing. The purchase of the Property and appropriation for the purchase are subject to borough assembly approval.

### 2. EXPIRATION OF OFFER

SELLER shall sign and return this Purchase Agreement to KPB on or before March 14, 2017 otherwise this offer shall terminate.

### 3. TITLE

Title shall be delivered at time of closing by Statutory Warranty Deed, which shall be issued to KPB.

SELLER warrants and covenants that at the time of closing there shall be no liens or judgments recorded against SELLER in the same recording district in which the Property subject to this purchase agreement is situated. Title shall be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record.

4. ZONING

Purchase of the property by KPB is contingent upon the acquisition of any zoning permits necessary for KPB's intended use as withdrawal services and related residential medical care uses, satisfactory to KPB. SELLER agrees to sign any applications, if necessary, to initiate applicable zoning processes for this purpose. In the event that KPB is unable to secure approvals necessary to utilize the Property for KPB's intended use, then KPB may terminate this agreement without penalty.

5. ESCROW AND CLOSING COSTS

Except as described in this paragraph, in addition to the purchase price, KPB agrees to pay for all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, recording fees and bank charges up to \$4,000. Property taxes for 2017, if any, will be prorated. SELLER is responsible for Realtor's commission, if any, all unpaid taxes for prior years, if any, and all unpaid outstanding assessments, if any. All costs will be paid in full at the time of closing.

6. CLOSING

Unless otherwise agreed in writing, closing will occur within 90 days of execution of the Purchase Agreement. At closing, KPB will pay the balance of the purchase price. Both parties will execute all documents required to complete the Purchase Agreement and, if applicable, establish an escrow account.

7. POSSESSION

Possession shall be delivered to KPB at time of recording.

8. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Property by the Kenai Peninsula Borough is subject to authorization by the Kenai Peninsula Borough Assembly and appropriation of funds. If the Kenai Peninsula Borough Assembly fails to authorize the purchase of the subject land and appropriate funds, this agreement shall be terminated without penalty.

9. CONTINGENT ON INSPECTION

(a) KPB's obligation to purchase the Property is expressly conditioned on KPB's approval, in its sole discretion, of the condition of the Property, including the physical and environmental condition of the Property. KPB shall have a period of 45 days from the date of its execution of this Agreement within which to conduct such inspections and investigations as KPB may choose, in order for KPB to determine, in its sole discretion, whether it is satisfied with the Property's condition ("Due Diligence").

(b) Access to Property. As part of its Due Diligence, KPB may investigate and conduct inspections, tests, and studies with respect to the physical and environmental condition of the Property. KPB and its consultants, agents, engineers, inspectors, contractors, and employees ("KPB's Representatives") shall be given reasonable access to the Property during appointment times scheduled with SELLER for the purpose of performing such Due Diligence. SELLER shall furnish

KPB's Representatives with access to such blue prints, past inspection reports, plats and as-built surveys, books and records, as they may request, and which SELLER possesses, during appointment times scheduled with SELLER for the purpose of performing such Due Diligence. KPB shall undertake the Due Diligence at KPB's sole cost and expense. Any invasive inspection procedures shall require SELLER's express permission and shall be promptly repaired or replaced by KPB in a workman like manner. KPB shall have 45 days to complete inspection and determine its satisfaction.

#### 10. HAZARDOUS MATERIAL

SELLER covenants to the best of SELLER'S knowledge, that as the date of this agreement, except as specifically identified herein, the Property is free of all contamination from petroleum products or any hazardous substance or hazardous waste, as defined by applicable state or federal law, and there are no underground storage tanks or associated piping on the Property. SELLER agrees that no hazardous substances or wastes shall be located on or stored on the Property, or any adjacent property by seller, owner or contractors, nor shall any such substance be owned, stored, used, or disposed of on the Property or any adjacent property by SELLER, its agents, employees, contractors, or invitee's, prior to KPB'S ownership, possession, or control of the Property.

#### 11. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by both KPB and SELLER or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, shall be covenants constituting terms and conditions of the sale, and shall continue in full force and effect until the purchase price is paid in full or this agreement is earlier terminated.

#### 12. BREACH REMEDY

Prior to closing of the sale, in the event that KPB or SELLER fails to make any payment required, or fails to submit or execute any and all documents and papers necessary for closing and transfer of title within the time period specified in this agreement, the SELLER or KPB may terminate this Agreement.

#### 13. MISCELLANEOUS

- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by SELLER and the KPB mayor. This Purchase Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
- C. Notice. Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such

other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

- D. Interpretation. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- E. Condition of Property.  
SELLER shall deliver the property in its as-is condition.

This Agreement has been executed by the parties on the day and year first above written.

KENAI PENINSULA BOROUGH:


SELLER:

  
Mike Navarre, Mayor


  
Colleen Behen, President

  
Bob Crosby, Secretary

ATTEST:

  
John Blankenship,  
Borough Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
Holly B Montague,  
Deputy Borough Attorney



NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2017, by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

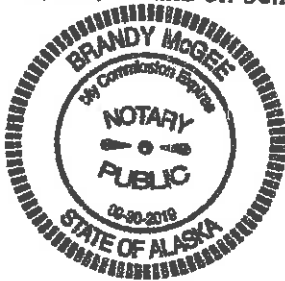


Katle Ring  
Notary Public in and for Alaska  
My commission expires: 9-20-19

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2017, by Colleen Behen, President of Kenai Peninsula Housing Initiatives, Inc, for and on behalf of the corporation.

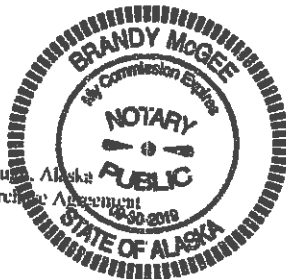


Brandy McGee  
Notary Public in and for Alaska  
My commission expires: Sept 30, 2019

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2017, by Bob Crosby, Secretary of Kenai Peninsula Housing Initiatives, Inc, for and on behalf of the corporation.



Brandy McGee  
Notary Public in and for Alaska  
My commission expires: Sept 30, 2019