

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made by and between BRENDA DALE AND PAUL DALE, wife and husband, as sellers, whose address is PO Box 701, Kenai, AK 99611, (jointly, "Sellers") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, as buyer, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 ("KPB") (together, "the Parties").

WHEREAS, Sellers are the owners of that real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

LOT 6, HAROLD SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER 92-71, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

(PARCEL NO. 01524049) ("the Property"); and

WHEREAS, KPB has offered to buy, and Sellers are willing to sell the Property as evidenced by this Agreement;

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

1. PURCHASE PRICE

The purchase price of the Property is FIFTY-THREE THOUSAND DOLLARS (\$53,000.00). The purchase price must be paid by KPB at time of closing. The purchase of the Property and appropriation of funding for the purchase are subject to approval by the KPB Assembly.

2. EXPIRATION OF OFFER

Sellers must sign and return this Agreement to KPB on or before JULY 23, 2024, at 4:30pm; otherwise, this offer shall terminate.

3. TITLE

Title must be delivered at time of closing by statutory warranty deed, which must be issued to KPB. Sellers warrant and covenant that at the time of closing there will be no liens or judgments recorded against Sellers in the same recording district in which the Property subject to this Agreement is situated. Title must be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record as agreed to by KPB.

4. ESCROW AND CLOSING COSTS

KPB agrees to pay for all KPB-related closing costs not otherwise addressed in this Agreement to include buyer closing, and recording fees. Sellers agree to pay for seller-related closing costs, not otherwise addressed in this Agreement to include the ALTA Standard Owners Title Insurance policy, seller closing and recording fees. Property taxes for the current year, if any, will be prorated to the date of closing. Sellers are 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.

5. CLOSING

Unless otherwise agreed to in writing, closing will occur on or before **October 31, 2024**, or as specifically agreed to by both Parties. At closing, KPB will pay the balance of the purchase price. Both Parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account. The closing agent will be determined by the Sellers.

6. POSSESSION

Possession will be delivered to KPB at time of recording unless otherwise agreed to in writing by all Parties.

7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Property by KPB is subject to authorization by the KPB Assembly and appropriation of funds. If the KPB Assembly fails to authorize the purchase of the Property and appropriate funds, this Agreement will terminate without penalty.

8. EXCHANGE

If Sellers intend for this transaction to be part of a Section 1031 like-kind exchange, KPB agrees to cooperate in the completion of the like-kind exchange provided KPB does not incur any additional liability or cost in doing so. If Sellers intend for this transaction to be part of a Section 1031 like-kind exchange, Sellers may assign their rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange.

9. DISCLOSURES

Sellers hereby agree to provide written property disclosures including any and all information regarding known defects, deficiencies, legal matters, environmental issues or hazards, that may be personally known by the Sellers. If said written disclosures present a matter unsatisfactory to KPB, KPB may terminate this Agreement without penalty.

10. CONTINGENT ON INSPECTION

This offer and agreement are contingent upon the completion of a property inspection satisfactory to KPB for its use and at KPB's expense. Sellers must, upon reasonable notice, provide access to the Property for inspection purposes to KPB and its representatives. Any invasive inspection procedures require Sellers' expressed permission and must promptly be

repaired by KPB in a workman-like manner. Unless otherwise provided in writing, KPB will have 30 days from the date of full execution of this Agreement to complete its property inspection.

11. HAZARDOUS MATERIAL

Sellers covenant to the best of Sellers' knowledge that, as of 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. Sellers agree that no hazardous substances or wastes will be located on, nor stored on the Property or any adjacent property owned or leased by Sellers, owner or contractors, nor will any such substance be owned, stored, used, or disposed of on the Property or any adjacent property by Sellers, their agents, employees, contractors, or invitees, prior to KPB's ownership, possession, or control of the Property.

12. ENVIRONMENTAL CONTINGENCY

If, during the course of KPB's due diligence inspection of the Property pursuant to Section 9, KPB discovers the presence of environmental hazards on or released from the Property in any quantity or concentration exceeding the limits allowed by applicable law, or that are deemed undesirable by KPB, KPB will have the right to give notice to Sellers, accompanied by a copy or copies of the third-party report(s) disclosing and confirming the presence of such hazardous materials. The notice and accompanying third-party report must be given no later than 60 days from receipt of said report. The notice under this Section must state:

- (i) that KPB is terminating this Agreement due to the presence of such hazardous materials on or adversely affecting the Property; OR
- (ii) provide Sellers 30 days from notice to provide a mitigation plan outlining steps taken by Sellers to remedy said hazards to KPB's satisfaction at Sellers' expense.

Following the notice and report described in this Section, the Parties may negotiate other resolutions as may be agreeable to the Parties in writing to be included as a part of this Agreement. In the event the Parties cannot agree in writing on a resolution to remedy any environmental concerns within 90 days of the notice, this Agreement will automatically terminate.

It is expressly understood that, by execution of this Agreement, Sellers hereby indemnify KPB for any and all CERCLA-related claims, liabilities or matters, unless otherwise provided for in this Agreement. Said indemnification will survive closing and termination of this Agreement. Upon successful close of escrow said indemnification will continue for a period of not less than 12 months, from the date of closing unless otherwise provided for in this Agreement.

If this Agreement is terminated pursuant to any report detailing environmental conditions that may or may not exist on the Property, such report(s) will remain confidential and proprietary.

The report(s) will be marked as confidential and will not be released to a private individual, entity, or non-profit without express agreement of the Parties. Notwithstanding, the report will be released pursuant to a valid court order and may be released to the State of Alaska upon request.

13. 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 Sellers or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, will be covenants constituting terms and conditions of the sale, and will continue in full force and effect until the purchase price is paid in full or this Agreement is earlier terminated.

14. BREACH REMEDY

Prior to closing of the sale, in the event that KPB or Sellers fail to make any payment required, or fail 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 Sellers or KPB may terminate this Agreement.

15. 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 Sellers and the KPB Mayor. This Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts. KPB may cancel this Agreement without penalty in the event additional contracts required of this project are not secured.
- 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, must 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 may thereafter be so given, made or mailed. A notice given hereunder will be deemed received when deposited in a U.S. general or branch post office by the addressor.
- D. Interpretation. This Agreement will be deemed to have been jointly drafted by the Parties. It will be construed according to the fair intent of the language as a whole, not for or against either Party. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alaska. Any lawsuit brought arising from this Agreement must be filed in the superior court of the Third Judicial District, State of Alaska, located in the City of Kenai, 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.

Sellers will deliver the Property in its as-is condition.

- F. Confidentiality. This Agreement will be considered proprietary to the Parties until closing occurs. Following closing, this Agreement may be considered a public record.
- G. Counterparts. This Agreement may be executed in counterpart, and may be executed by way of copy, facsimile or verified electronic signature in compliance with AS 09.80, and if so, each of which will be deemed an original but all of which together will constitute one and the same instrument

KENAI PENINSULA BOROUGH:

SELLERS:

Peter A. Micciche, Mayor (Date)

Brenda Dale 7/22/24

Brenda Dale (Date)
Paul Dale 7/22/24

Paul Dale (Date)

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Michele Turner, CMC
Borough Clerk

A. Walker Steinhage
Deputy Borough Attorney

Seller's Real Estate Disclosure Statement for Unimproved Property
 (To be completed by Seller when property is listed)
 This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1 In the Property Address or Location:

2 L6 Maud Circle Nikiski AK 99635

3 Legal Description: Harold L6

4 Real Property Tax ID Number: 01524049

5 Owner's Name(s) (please print): Paul Dale Brenda Dale

6
7 All disclosures in this statement are made in good faith and to the best of the Seller's knowledge. The Seller is disclosing
8 known defects or other conditions in the real property or the real property being transferred. Disclosure need not require
9 a search of public records nor does it require a professional inspection of the property. If additional information or
10 explanation is necessary, use Section 16, or attach an Unimproved Property Disclosure Addendum/Amendment
11 (UPDA) form and/or other appropriate documentation to this form.

12 **YES NO**

13
14
15 1. How long have you owned the property? 34 years

16
17 2. **ENCROACHMENTS/EASEMENTS** (e.g. fences, buildings, rockeries, driveways, garden, septic, well,
18 etc.)

- 19 A. Does anything on your property extend onto (encroach on) an adjacent lot?
20 B. Does anything on an adjacent lot extend onto (encroach on) your property?
21 C. Are you aware of any easements or other's rights affecting the property?
22 If you marked "Yes" on any of the above, explain in Section 16.

23
24 3. **ACCESS.**

- 25 A. Is there a road or easement for access to the property?
26 B. If your answer to A is "Yes," is there a recorded document?
27 C. If the road or access is shared with any other property, is there a written agreement
28 for sharing the maintenance and repair costs?
29 D. If your answer to C is "Yes," is a copy attached to this form?
30 E. If the road or other access is improved, is there any standing or running water, flooding, mud, etc.,
31 that affects use of the access during any time of the year? If "Yes", explain in Section 16.

32
33 **SURVEY.**

- 34 A. Has the property ever been surveyed?
35 B. If your answer to A is "Yes," is a copy of the survey attached?

36
37 5. **PROPERTY BOUNDARIES.** If known, describe the property boundaries: (e.g. fence, hedge, survey
38 stakes, rockery, etc.)

39 North line: S 89° 59' 00" W
40 7
41 South line: 805.30' N 89° 59' 00" E
42 East line: 805.30'
43 West line: 846.99'

44
45 6. **ZONING & RESTRICTIONS.**

46 The present zoning of the property is _____

- 47 A. Are you aware of any covenants, codes, or restrictions regarding the use of the property?
48 B. Are you aware of any proposed covenants, codes or restrictions, including future construction?
49 C. Is the property, or any part of it, in a designated shoreline master plan, slide area, avalanche area,
50 wetlands, erosion zone or environmentally sensitive area?
51

Seller's Real Estate Disclosure Statement for Unimproved Property Described As:

Address: L6 Maud Circle Nikiski AK 99635
Legal (the Property): Harold L6



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YES NO

7. SOIL STABILITY, STORAGE TANKS & CONTAMINATION.

- A. Are you aware of any settlement, earth movement, cracking, slides, accretion, erosion or similar problems affecting the property?
- B. To the best of your knowledge has any part of the property been built-up, dug-out or altered, in any way, including but not limited to: fill dirt; waste; toxic waste; organic or off-site material; used for a landfill; or legal/illegal dumping?
- C. Has the property ever been used for commercial or industrial purposes, including but not limited to: a service station; auto repair shop; dry cleaners; printing shop; manufacturing facility; or any other use which might have contaminated the soil?
- D. Are you aware of any soil contamination or has the property been tested for hazardous waste contamination? (If "tested" attach a copy of the inspection report.)
- E. Do you have any reason to believe that the soils may not be acceptable for the installation of a septic system? (If "Yes," explain in Section 16.)
- F. Does the property currently have a storage tank that was used to store anything that is defined as fuel, toxic and/or hazardous.
- G. Are you aware of the property previously having a storage tank? If "Yes", the storage tank was removed on or about: _____
- H. If the answer to G is "Yes", is a copy of the removal report and soils report attached?

8. FLOODING OR SEEPAGE.

- A. Has there been, or is there currently, standing water on the property during any time of the year? If "Yes", explain in Section 16.
- B. If your answer to A is "Yes," has anything been done to mitigate? Explain in Section 16.
- C. Is the property located in a designated flood zone or flood plain?

9. SEWAGE.

- A. Is the property served by: public sewer main septic tank system other disposal system (describe): _____
- B. Is public sewer on or adjacent to the property?
- C. If there is a sewer main across one or more sides of the property, is there a connection or hook-on charge payable before the property can be connected to the sewer?

10. WATER.

- A. Is the property served by a public water main?
- B. Is there a well on this property? If "Yes", provide location, depth, source and/or provide documentation: _____
- C. Does the well provide water to any other properties or entities?
- D. If your answer to C is "Yes," is there a written maintenance agreement for sharing costs of repair or replacement? If "Yes", attach a copy.
- E. Has the water been tested? (attach any report(s))
- F. Are you aware of any deficiencies or defects in the well system?

11. ELECTRICITY & GAS.

- A. Is electricity on or adjacent to the property?
- B. Is natural gas on or adjacent to the property?

12. NEIGHBORHOOD.

- A. Are you aware of any waste dumps, disposal sites or landfills within one mile of the property?
- B. Are you aware of any manufacturing, agricultural, quarrying or other uses or conditions within one mile of the property, which cause smoke, smell, noise or pollution?
- C. Are you aware of any abandoned coal or other mine shafts under or within one mile of the property?

Form 7083. Revised 10/19.

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Buyer(s)

Seller(s)



Seller's Real Estate Disclosure Statement for Unimproved Property Described As:

Address: L6 Maud Circle Nikiski AK 99635

Legal (the Property): Harold L6

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YES NO

- D. Are you aware of any street or utility improvements planned that may affect and/or be assessed against the property?
- E. Are you aware of any zoning or land use changes planned or being considered that may affect the Property.
- F. Are you aware of any noise sources that may affect the property, including airplanes, trains, dogs, traffic, race tracks, neighbors, etc.? If "Yes", explain in Section 16.
- G. Are you aware if there is water access (lakes, rivers, streams, etc.) included in the purchase of this property? If "Yes", explain in Section 16 how or where these rights are defined?

- 13. **AGREEMENTS TO PAY FOR FUTURE PUBLIC IMPROVEMENTS.**
Are you aware if there are any covenants or any recorded/unrecorded agreements requiring owners of the property to pay for (and/or waiving the right to protest) future public improvements including, but not limited to: roads or streets; flood and/or storm water control, street lighting; sewer, water, telephone, electrical, gas and/or other utilities? If "Yes", explain in Section 16.

14. DEVELOPER INFORMATION.

If this information relates to a development where the owner plans to install utilities as a part of the purchase price and/or a part of the marketing plan for the property, include the projected date for installation on the following:

Electric	Date _____	Source _____
Natural Gas	Date _____	Source _____
Public Water	Date _____	Source _____
Public Sewer	Date _____	Source _____
Paved Streets	Date _____	Source _____
Street Lights	Date _____	Source _____
Storm Drains	Date _____	Source _____
Other: _____	Date _____	Source _____

15. OTHER.

- A. Are you aware of anything else which could affect the value or desirability of the property? If "Yes", explain in Section 16.
- B. Are there any government protected or declared endangered wildlife on or within one mile of the property? If "Yes", in Section 16.
- C. Are there any loans or liens tied to this property? If "Yes", explain in Section 16.
- D. Is there a burial site tied to this property? If "Yes", explain in Section 16.

16. COMMENTS. Reference Item Number (i.e. #3E). If additional space is needed, use the attached UPDA.

Attached Addenda:

- Unimproved Property Disclosure Addendum/Amendment (UPDA)

Form 7083. Revised 10/19.

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1 1
Buyer(s)

2 1 202
Seller(s)



Seller's Real Estate Disclosure Statement for Unimproved Property Described As:

Address: L6 Maud Circle Nikiski AK 99635
Legal (the Property): Harold L6



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1 The foregoing information is furnished to the best of my/our knowledge, after careful consideration of each of
2 the questions. I/We understand that representations will be made to prospective buyers based on the foregoing
3 information, and I/we authorize copies of this to be given to prospective buyers. I/We agree to hold harmless
4 the Brokers and Licensees of Alaska Multiple Listing Service, Inc. from any claim that the foregoing information
5 is incorrect.

6
7 **Seller Signature(s)**

8
9 Seller 1: Paul Dale Date: 7/22/2024
Paul Dale

10
11 Seller 2: Brenda Dale Date: 7/22/2024
Brenda Dale

12
13 Seller 3: _____ Date: _____

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16 **Buyer's Notice and Receipt of Copy**

17
18 **Buyer Awareness Notice:** Buyer is independently responsible for determining whether a person who has been con-
19 victed of a sex offense resides in the vicinity of the property that is the subject of the Buyer's potential real estate
20 transaction. This information is available at the following locations: Alaska State Trooper Posts, Municipal Police De-
21 partments, and on the State of Alaska, Department of Public Safety Internet site: www.dps.state.ak.us.

22
23 The State of Alaska maintains a list of properties that have been identified by Alaska law enforcement agencies as
24 illegal drug manufacturing sites, including meth labs. For more information on this subject and to obtain a list of these
25 properties, go to <http://www.dec.state.ak.us>.

26
27 **Buyer Awareness Notice:** Buyer is independently responsible for determining whether, in the vicinity of the property
28 that is the subject of the transferee's potential real estate transaction, there is an agricultural facility or agricultural
29 operation that might produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the
30 operation of machinery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural
31 operations.

32
33 **The Buyer is urged to inspect the property carefully and to have the property inspected by an expert. Buyer**
34 **understands that there are aspects of the property of which the Seller may not have knowledge and that this**
35 **disclosure statement does not encompass those aspects. Buyer also acknowledges that he/she has read and**
36 **received a signed copy of this statement from the Seller or any licensee involved or participating in this trans-**
37 **action.**

38
39
40 **Buyer Signature(s)**

41
42 Buyer 1: _____ Date: _____

43
44 Buyer 2: _____ Date: _____

45
46 Buyer 3: _____ Date: _____

1 1 20, 30



ALASKA REAL ESTATE COMMISSION CONSUMER DISCLOSURE

This Consumer Disclosure, as required by law, provides you with an outline of the duties of a real estate licensee (licensee). This document is not a contract. By signing this document you are simply acknowledging that you have read the information herein provided and understand the relationship between you, as a consumer, and a licensee. (AS 08.88.600 – 08.88.695)

There are different types of relationships between a consumer and a licensee. Following is a list of such relationships created by law:

Specific Assistance

The licensee does not represent you. Rather the licensee is simply responding to your request for information. And, the licensee may "represent" another party in the transaction while providing you with specific assistance.

Unless you and the licensee agree otherwise, information you provide the licensee is not confidential.

Duties **owed** to a consumer by a licensee providing specific assistance include:

- a. Exercise of reasonable skill and care;
- b. Honest and good faith dealing;
- c. Timely presentation of all written communications;
- d. Disclosing all material information known by a licensee regarding the physical condition of a property; and
- e. Timely accounting of all money and property received by a licensee.

Representation

The licensee represents only one consumer unless otherwise agreed to in writing by all consumers in a transaction.

Duties **owed** by a licensee when representing a consumer include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally take actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to a consumer;
- d. Advising a consumer to seek independent expert advice if a matter is outside the expertise of a licensee;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- f. Making a good faith and continuous effort to accomplish a consumer's real estate objective(s).

Neutral Licensee

A neutral licensee is a licensee that provides specific assistance to both consumers in a real estate transaction but does not "represent" either consumer. A neutral licensee must, prior to providing specific assistance to such consumers, secure a Waiver of Right to be Represented (form 08-4212) signed by both consumers.

Duties **owed** by a neutral licensee include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally taking actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to both consumers for whom the licensee is providing specific assistance;
- d. If a matter is outside the expertise of a licensee, advise a consumer to seek independent expert advice;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- f. Not disclosing the terms or the amount of money a consumer is willing to pay or accept for a property if different than what a consumer has offered or accepted for a property.

If authorized by the consumers, the neutral licensee may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted, and suggest compromise solutions to assist consumers in reaching an agreement.

Designated Licensee

In a real estate company, a broker may designate one licensee to represent or provide specific assistance to a consumer and another licensee in the same office to represent or provide specific assistance to another consumer in the same transaction.

ACKNOWLEDGEMENT:

I/We, Kenai Peninsula Borough have read the information provided in this Alaska Real Estate
(print consumer's name(s))

Consumer Disclosure and understand the different types of relationships I/we may have with a real estate licensee. I/We

understand that Fred Braun of Jack White Real Estate Kenai
(licensee name) *(brokerage name)*

will be working with me/us under the relationship(s) selected below.

(Initial)

Specific assistance without representation.

Representing the Seller/Lessor only. (may provide specific assistance to Buyer/Lessee)

Representing the Buyer/Lessee only. (may provide specific assistance to Seller/Lessor)

Neutral Licensee. (must attach Waiver of Right to be Represented, form 08-4212)

Date: _____ Signature: _____
(Licensee) Fred Braun

Date: _____ Signature: _____
(Consumer) Kenai Peninsula Borough

Date: _____ Signature: _____
(Consumer)

THIS CONSUMER DISCLOSURE IS NOT A CONTRACT