



PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2024, by the City of Valdez, Alaska, a home rule municipality organized under the laws of the State of Alaska (“Purchaser”), who agrees to purchase from William Harris (“Seller”),¹ and Seller agrees to sell to Purchaser the following-described real property on the following terms and conditions:

34,281 Square Feet of land within the City of Valdez, legally described as Tract 1, St. Patrick’s Subdivision, Plat #2023-01, Valdez Recording District, Third Judicial District, Copper River Meridian State of Alaska.²

AND

24,132 Square Feet of land within the City of Valdez, legally described as Tract 2, St. Patrick’s Subdivision, Plat #2023-01, Valdez Recording District, Third Judicial District, Copper River Meridian State of Alaska.³

The subject property consists of unimproved land (the “Property”). No personal property is included as part of this Property. The purchase of the Property was approved by the Valdez City Council by Resolution No. ___ passed on the ___ day of _____, 2024. The purpose of the sale of the Property is to vest title in the Property with the City of Valdez for purposes of using the Property as snow lots.

1. Purchase Price. The total purchase price for the Property is Three Thousand One Hundred and Sixty-Two Dollars (\$3,162.00).
2. Earnest Money Payment. No earnest money is required.
3. Terms. The purchase terms are cash at closing.
4. Conditions Precedent. The following shall be a condition precedent to any obligation of the Purchaser to close the purchase of the Property:
 - a. Purchaser must be satisfied that the current zoning of the Property is satisfactory for Purchaser’s purposes.

¹Each entity listed above is individually referred to as a “Party,” and together as the “Parties”.

² This parcel is herein referred to as “Tract 1”.

³ This parcel is herein referred to as “Tract 2”.

b. Purchaser, in its sole discretion, must be satisfied that encroachments, if any, on the Property and any easements or rights-of-way to which the Property is subject, do not constitute a reason for Purchaser not to purchase the Property.

c. Purchaser shall be satisfied, in Purchaser's sole discretion, with any soils report it decides to obtain. Seller shall allow Purchaser or Purchaser's representative(s) access to the Property for obtaining any soils report that Purchaser may desire. Purchaser will provide a copy of any such report to Seller upon Seller's request.

d. Seller shall have delivered to the City a standard form quitclaim deed, executed by Seller.

If the above conditions precedent are not met, then Purchaser shall have no obligation to close the purchase of the Property and neither Seller nor Purchaser shall have any further obligation to each other.

5. Expiration. Purchaser has 90 days from the signing of this Agreement to close on the purchase of the Property described in this Agreement. If the Purchaser fails to close within the 90-day period, the Purchaser shall forfeit any earnest money deposit. If Seller wrongfully fails to close in accordance with this Agreement, any earnest money deposit shall be refunded to Purchaser in full.

6. Possession. Purchaser may take possession of the Property upon recording of the quitclaim deed. The cost of such recording is to be paid for by the Purchaser. Except as otherwise expressly permitted herein, no work shall be permitted on the Property prior to the recording of the quitclaim deed.

7. Condition of Property. Purchaser is buying the Property "as is, where is," and, before closing, will have an opportunity to inspect the same. Seller makes no representation or warranty as to the condition of the Property, including but not limited to utilities, structure, electrical, plumbing, mechanical, or other condition. Purchaser will rely instead upon Purchaser's own inspection and accepts the Property in its as-is condition if it proceeds to closing.

8. Time Extensions. The time periods herein provided may be extended only upon the express approval of all Parties hereto. Time is of the essence of this Agreement.

9. Closing. Closing shall take place within 90 days of the signing of this Agreement.

10. Broker. Purchaser represents that Purchaser is not represented by any Broker or Agents and that Purchaser will be solely responsible for payment of any commission.

11. Entire Agreement. This Agreement constitutes the entire Agreement between Seller and Purchaser and may not be changed orally, but only by a written instrument executed by Seller and Purchaser.

12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

13. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska.

14. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be hand delivered, delivered by a widely recognized national overnight courier service or mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by facsimile transmission, and addressed to each Party at its address as set forth below:

To Purchaser: City of Valdez
 Attn: John Douglas-City Manager
 P. O. Box 307
 212 Chenega Avenue
 Valdez, AK 99686
 Facsimile: (907) 834-3420

To Seller: William Harris
 Box 6
 260 Airport Road
 Valdez, AK 99686

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery or upon deposit in the United States mail or with an overnight courier as provided above. In the case of facsimile transmission, the notice shall be deemed to be effective upon confirmation of receipt of the facsimile transmission, provided that such notice is also hand delivered or sent by overnight carrier or through the U.S. Mail on the day the facsimile notice is given. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days prior written notice thereof, either Party may from time to time change its mailing address hereunder.

IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

SELLER

WILLIAM HARRIS

BY: _____
William Harris

DATE: _____

TITLE: _____

Mailing Address

City, State, Zip Code

PURCHASER

CITY OF VALDEZ, ALASKA

APPROVED:

John Douglas, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:
Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 202_, personally appeared before me, **William Harris**, to me known and known to be the person he represented himself to be, who executed the above and foregoing PURCHASE AND SALE AGREEMENT on behalf of himself, freely and voluntarily, for the uses and purposes therein described, and under delegated legal authority and with knowledge of its contents, and who acknowledged said document before me.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written

Notary Public in and for Alaska
My Commission Expires:_____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 202_, personally appeared before me, **John Douglas**, the City Manager of the City of Valdez, Alaska, to me known and known to be the person he represented himself to be, who executed the above and foregoing AGREEMENT TO PURCHASE on behalf of the City of Valdez, Alaska, freely and voluntarily, for the uses and purposes therein described, and under delegated legal authority and with knowledge of its contents, and who acknowledged said document before me on behalf of the City of Valdez.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written

Notary Public in and for Alaska
My Commission Expires:_____