

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by the CITY OF VALDEZ (“Purchaser”), a home rule municipality organized under the laws of the State of Alaska, who agrees to purchase from PORT VALDEZ COMPANY, INC. (“Seller”) (each entity listed above is individually referred to as a “Party,” and together as the “Parties”), and Seller agrees to sell to Purchaser the following-described real property on the following terms and conditions:

Approximately 5 acres of land described as Lot 3, Mineral Creek Industrial Subdivision, Tract K [Lot 3, Mineral Creek Industrial Park (Plat 78-5); 802 W Egan Drive]

The subject property consists of unimproved land (the “Property”). No personal property is included as part of this property. The sale of the Property was approved by the Valdez City Council by Resolution No. 25-38 passed on the 2nd day of September, 2025.

Seller further agrees to grant a permanent access easement on Lot 1, Mineral Creek Industrial Subdivision, Tract K, [Lot 1, Mineral Creek Industrial Park (Plat 78-5); 1004 W Egan Drive] as further described in Appendix A (“Easement”). The Easement shall be memorialized and recorded contemporaneously with the warranty deed evidencing the sale of the Property. The City will bear all responsibility and costs associated with surveying, administrative, or other necessary tasks associated with creating and recording the easement.

1. Purchase Price. The total purchase price for the Property is four hundred and fifteen thousand dollars (\$415,000.00).
2. Earnest Money Payment. No earnest money is required.
3. Terms. The purchase terms are cash at closing.
4. Property Taxes/Assessments. Property taxes and any utility assessments to the Property shall be prorated to the closing date and paid by Seller to the date of closing.
5. Conditions Precedent. The following shall be a condition precedent to any obligation of the Purchaser to close the purchase of the Property:
 - a. Seller shall order and provide a preliminary commitment to issue title insurance to Purchaser through First American Title Insurance Company within twenty (20) days after full execution of this Agreement. Purchaser shall have twenty (20) days after the delivery of such preliminary commitment to inform Seller in writing what exceptions, if any, including, but not limited to, restrictions, reservations, and rights-of-way of record, Purchaser objects to in the preliminary commitment. Any easements of record or in use for roads, water,

sewer, other utility lines, or any other easement of any nature whatsoever, rights-of-way, liens, deeds of trust, judgments, encumbrances, or other exceptions, conditions, covenants, or restrictions of record, or encroachments must be satisfactory to the Purchaser before Purchaser is obligated to close the purchase of the Property. Seller shall have the right but not the obligation to remove exceptions objected to by Purchaser. Purchaser must also be satisfied with the amount, if any, of any unpaid assessments or planned assessments on the Property. Subject to the other provisions of this Agreement, Seller will furnish a good and sufficient warranty deed at closing, conveying title free and clear of all special exceptions set forth in Schedule B of the preliminary commitment for title insurance objected to by Purchaser after review of the preliminary commitment for title insurance as set forth above. If Seller does not deliver a warranty deed at closing free and clear of those items timely objected to by Purchaser as set forth above or notified Purchaser in advance of closing that it will not deliver such a warranty deed, then Purchaser may, at its sole option, either:

- i. close the transaction notwithstanding such state of title; or
- ii. terminate the transaction and have returned to Purchaser all earnest money previously deposited by Purchaser, without interest, and thereafter the Purchaser and Seller shall have no further obligation to each other.

b. Purchaser must be satisfied that the current zoning of the Property is satisfactory for Purchaser's purposes.

c. 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. The title insurance company selected to issue the title insurance policy shall have irrevocably committed in writing to Purchaser that, after the Seller has executed, delivered, and caused to be recorded the warranty deed conveying the Property to Purchaser, and Seller shall pay the premium required for the title insurance company's standard form of title insurance policy, that the title insurance company will issue an Owner's standard form of title insurance policy insuring title to the Property in the name of the Purchaser in the amount of the purchase price set by the provisions of paragraph 1, subject only to the usual standard exceptions contained in the form of such policy, and no other exceptions (including, but not limited to, "Special Exceptions") unless they have been expressly approved by Purchaser in writing.

d. 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.

e. Seller shall have delivered to the closing agent a standard form warranty 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, Purchaser's earnest money shall be returned to Purchaser, and neither Seller nor Purchaser shall have any further obligation to each other.

6. 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.

7. Possession. Purchaser may take possession of the Property upon recording of the warranty 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 warranty deed.

8. 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.

9. 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.

10. Closing. Closing shall take place within 90 days of the signing of this Agreement. Any title policy to be provided by the Seller will be paid for by the Seller and all other closing costs will be split by the Purchaser and Seller. Costs related to Purchaser's financing of the purchase price shall be borne solely by Purchaser.

11. Broker. Purchaser represents that Purchaser is not represented by any Broker or Agents.

12. 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.

13. 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.

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

15. 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 Seller: Port Valdez Company, Inc.
John H. Clark IV, President
520 Old Stone Lane
Louisville, KY 40207
Facsimile: (502) 893-7534

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

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.

16. Expiration of Offer to Purchase: This Agreement shall constitute an offer to purchase from the date it is executed by Purchaser until (1) the offer is accepted by Seller, (2) the offer is withdrawn by Purchaser, or (3) 5:00 p.m. (Alaska time), the 31st day of January, 2026, whichever is earlier.

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

SELLER

PORT VALDEZ COMPANY, INC.

BY: _____
John H. Clark IV

DATE: _____

TITLE: _____

Mailing Address

City, State, Zip Code

PURCHASER

CITY OF VALDEZ, ALASKA

APPROVED:

Nathan Duval, City Manager

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser

Date: _____

COMMONWEALTH OF KENTUCKY)
) ss.
JEFFERSON COUNTY)

THIS IS TO CERTIFY that on the _____ day of _____, 202_____, before me, the undersigned, a Notary Public in and for the Commonwealth of Kentucky, duly commissioned and sworn, personally appeared John H. Clark IV, President of The Port Valdez Company, Inc., to me known and known to be the person he represented himself to be, who executed the above and foregoing PURCHASE AND SALE AGREEMENT as the authorized representative and on behalf of The Port Valdez Company, Inc., freely and voluntarily, for the use and purposes therein described, and under such legal authority and with knowledge of its contents, and who acknowledged said document before me on behalf of The Port Valdez Company, Inc.

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 the Commonwealth of Kentucky
My Commission Expires:_____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 202_____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Nathan Duval, 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 PURCHASE AND SALE AGREEMENT 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, Alaska.

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:_____