

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is effective on this _____ day of _____, 2012, by and between JAMES A. STEWART, whose address is PO BOX 124, San Ramon, CA 94583; MARGUERITE STEWART, Trustee of the 1985 Stewart Family Trust, whose address is 11821 Gothic Ave., Granada Hills, CA 91344; DIANNE A. PITTS, whose address is 21044 Four Wheel Drive, Chugiak, AK 99567-5670; and SUZANNE C. CRADY, who acquired title as SUZANNE C. CHAVEZ, whose address is PO BOX 1938, Orofino, ID 83544-1938, hereinafter collectively 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 certain real properties located in the Seward Recording District, Third Judicial District, State of Alaska, collectively referred to as the "Property", and more particularly described as follows:

Lots 1 through 12, Block 1; Lots 2 through 5, Block 3; and Lots 12 through 19, Block 4 of the STEWART SUBDIVISION, according to the official plat thereof, filed under Plat Number S-11, records of the Seward Recording District, Third Judicial District, State of Alaska,

EXCEPTING THEREFROM that portion of Lot 5, Block 3 and those portions of Lots 18 and 19, Block 4 acquired by the State of Alaska for Nash Road by Declaration of Taking recorded January 25, 1971 in Book 50 at Page 186;

AND

That portion of the West One-half ($W\frac{1}{2}$) of the West One-half ($W\frac{1}{2}$) of Section 26, Township 1 North, Range 1 West, Seward Meridian, records of the Seward Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

All of that land lying in that certain 940 foot strip of land constituting the remainder of the West One-half ($W\frac{1}{2}$) of the West One-half ($W\frac{1}{2}$) of said Section, lying west of the Stewart Subdivision, Plat S-11, and lying North and West of the Alaska Railroad Right-of-way, and which is East of the center line of Clear Creek or its projection thereof into Salmon Creek;

EXCEPTING THEREFROM that portion conveyed to MARY ANN BALMAT, by Warranty Deed recorded October 24, 1951 in Book 15 at Page 295;

FURTHER EXCEPTING THEREFROM the BOGARD SUBDIVISION, according to Plat S-89, Seward Recording District, Third Judicial District, State of Alaska; and.

FURTHER EXCEPTING THEREFROM Lot 29A and Tract L-1, FOLZ SUBDIVISION, CONANT REPLAT, according to Plat 2003-5, Seward Recording District, Third Judicial District, State of Alaska;

as shown in Exhibit A as attached hereto and incorporated by reference herein.

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

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 Two Hundred Forty One Thousand Two Hundred Dollars and NO cents (\$241,200.00). 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. TITLE

Title shall be delivered at time of closing by Warranty Deed, which shall be issued to KPB substantially in the form of exhibits B&C attached hereto and incorporated by reference herein. 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 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.

3. ESCROW AND CLOSING COSTS

In addition to the purchase price, KPB agrees to pay for one-half closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, recording fees and bank charges up to \$2,500. Property taxes will be prorated. All costs will be paid in full at the time of closing.

4. 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.

5. POSSESSION

Possession shall be delivered to KPB at time of recording.

6. 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.

7. HAZARDOUS MATERIAL

SELLER covenants, to the best of SELLER'S 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. 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.

8. INSPECTION

SELLER hereby authorizes KPB its contractor or Agent to enter the Property for the purpose of conducting physical inspection of the Property which may include digging holes provided that the Property is returned to its original condition.

9. 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 term 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.

10. 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, either SELLER or KPB may terminate this Agreement.

11. 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 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 hereto, shall be in writing and be given or made by registered or certified mail, addressed to the their party at the address shown in this Agreement. 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 addresser.
- 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 be to construed as limitations of definitions but are for identification purposes only.

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

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SELLER:


James A. Stewart

Dated: 5-10-12

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CONTRA COSTA COUNTY)

On 5/10/2012 2012, before me, B. M. PATEL, a notary public, personally appeared James A. Stewart, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature 
Signature of Notary Public

SELLER:

Marguerite Stewart
Marguerite Stewart as Trustee of the 1985
Stewart Family Trust

Dated: May 3 2012

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
LOS ANGELES COUNTY)

PURCHASE AGREEMENT

On 05/03/ 2012, before me, Micah Holland, a
notary public, personally appeared Marguerite Stewart, ~~Trustee of the 1985 Stewart
Family Trust~~, who proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to the within instrument and acknowledged to me that she
executed the same in her authorized capacity, and that by her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument

I certify under PENALTY OF PERJURY under
the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Micah Holland*
Signature of Notary Public

SELLER:



Dianne A. Pitts

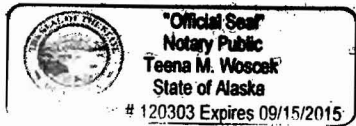
Dated: May 1, 2012

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Dianne A. Pitts, to me known to be the individual named herein and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 1ST day of May 2012.



Notary Public in and for the State of Alaska
My commission expires: 09/15/2015

SELLER:

Suzanne C. Crady

Suzanne C. Crady who acquired title as Suzanne C. Chavez

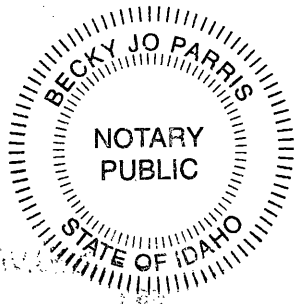
Dated: *May 2, 2012*

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF CLEARWATER)

On this 2 day of May in the year 2012, before me, the undersigned Notary Public for Idaho, personally appeared Suzanne C. Crady, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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



Becky Jo Parris
Notary Public for the State of Idaho
My commission expires: 06/13/14

KENAI PENINSULA BOROUGH

Mike Navarre, Mayor

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

Holly B. Montague,
Deputy Borough Attorney

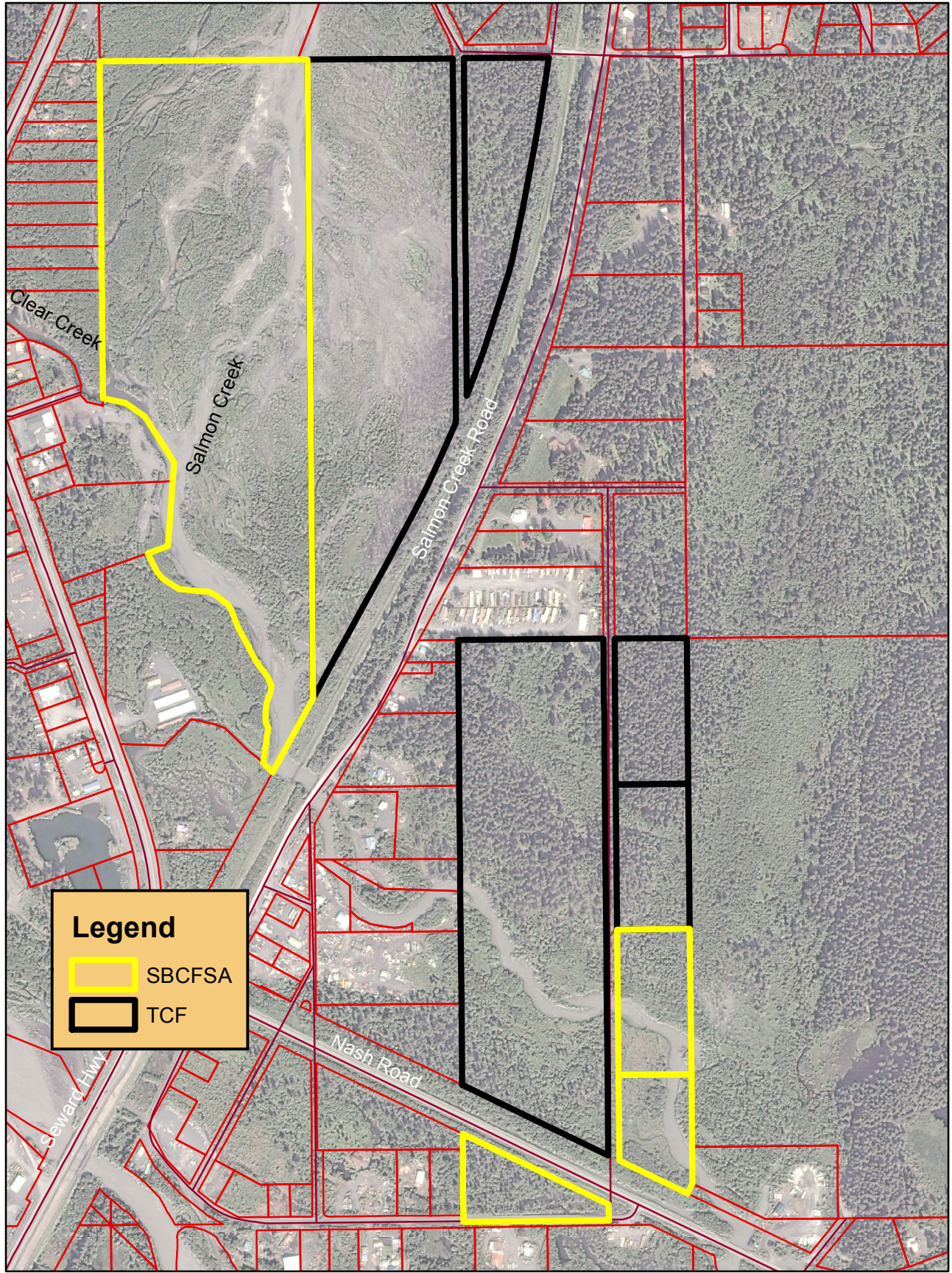
NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)



The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

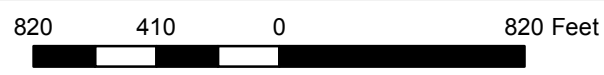
Notary Public for the State of Alaska
My commission expires:_____

EXHIBIT A



Legend

-  SBCFSA
-  TCF



KRS 3/28/12

EXHIBIT B

LMD 10-46

WARRANTY DEED

The GRANTOR, JAMES A. STEWART, a single person, whose address is PO BOX 124, San Ramon, CA 94583; MARGUERITE STEWART, Trustee of the 1985 Stewart Family Trust, whose address is 11821 Gothic Ave., Grenada Hills, CA 91344; DIANNE A. PITTS, whose address is 21044 Four Wheel Dr., Chugiak, AK 99567-5670; and SUZANNE C. CHAVEZ, whose address is PO BOX 1938, Orofino, ID 83544-1938, ("GRANTOR") for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Assembly Ordinance 2012-___ conveys and warrants unto the GRANTEE, KENAI PENINSULA BOROUGH, ("KPB"), an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 the following described real Property:

That portion of the West one-half (W1/2) of the West one-half (W1/2) of Section 26, Township 1 North, Range 1 West, Seward Meridian, Records of the Seward Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

All that land lying in the certain 940 foot strip of land constituting the remainder of the West One-half (W1/2) of the West One-half (1/2) of said Section, lying North of the Alaska Railroad Right of Way, lying East of Clear Creek and lying East of Salmon Creek where Clear Creek and Salmon Creek cojoin and become solely Salmon Creek;

EXCEPTING THEREFROM that portion within the boundaries of STEWART SUBDIVISION, Plat S-11;

FURTHER EXCEPTING THEREFROM that portion conveyed to MARY ANN BALMAT, by Warranty Deed Recorded October 25, 1951 in Book 15 at Page 295;

FURTHER EXCEPTING THEREFROM Lot 2, BOGARD SUBDIVISION, according to Plat S-89, Seward Recording District, Third Judicial District, State of Alaska; and

FURTHER EXCEPTING THEREFROM Lot 29A and Tract L-1, FOLZ SUBDIVISION, CONANT REPLAT, according to Plat 2003-5, Seward Recording District, Third Judicial District, State of Alaska.

Lots 4 and 5, Block 3 STEWART SUBDIVISION, according to the official plat thereof, filed under Plat Number S-11, Records of the Seward Recording District, Third Judicial District, State of Alaska,

Lying South of Nash Road Right-of-Way as described by the Declaration of Taking recorded January 25, 1971 in Book 50R at Page 186;

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto, and

SUBJECT TO any taxes and assessments, exceptions, reservations, restrictions, rights of entry, conditions, covenants, easements, rights-of-way, encroachments either of record or ascertainable by physical inspection.

GRANTOR:

James A. Stewart

Dated: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by James A. Stewart.

Notary Public for the State of California
My commission expires: _____

GRANTOR:

Marguerite Stewart as Trustee of the
Stewart Family Trust

Dated: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Marguerite Stewart, Trustee of the Stewart Family Trust.

Notary Public for the State of California
My commission expires: _____

GRANTOR:

Dianne A. Pitts

Dated: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Dianne A. Pitts

Notary Public in and for Alaska
My commission expires: _____

GRANTOR:

Suzanne C. Chavez

Dated: _____

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Suzanne C. Chavez.

Notary Public for the State of Idaho
My commission expires: _____

ACCEPTANCE:

KENAI PENINSULA BOROUGH:

Mike Navarre, Mayor

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

Holly B Montague,
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

Please return to: Kenai Peninsula Borough
144 North Binkley Street
Soldotna, Alaska 99669

EXHIBIT C

LMD 10-46

WARRANTY DEED

The GRANTOR, JAMES A. STEWART, a single person, whose address is PO BOX 124, San Ramon, CA 94583; MARGUERITE STEWART, Trustee of the 1985 Stewart Family Trust, whose address is 11821 Gothic Ave., Grenada Hills, CA 91344; DIANNE A. PITTS, whose address is 21044 Four Wheel Dr., Chugiak, AK 99567-5670; and SUZANNE C. CHAVEZ, whose address is PO BOX 1938, Orofino, ID 83544-1938, ("GRANTOR") for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Assembly Ordinance 2012-___ conveys and warrants unto the GRANTEE, KENAI PENINSULA BOROUGH, ("KPB"), an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 the following described real Property:

Lots 1 through 8, Block 1 STEWART SUBDIVISION, according to the official plat thereof, filed under Plat Number S-11, Records of the Seward Recording District, Third Judicial District, State of Alaska;

Lots 9 through 12, Block 1 STEWART SUBDIVISION, according to the official plat thereof, filed under Plat Number S-11, Records of the Seward Recording District, Third Judicial District, State of Alaska;

Lots 2 and 3, Block 3 STEWART SUBDIVISION, according to the official plat thereof, filed under Plat Number S-11, Records of the Seward Recording District, Third Judicial District, State of Alaska;

AND

Lots 12 through 19, Block 4 STEWART SUBDIVISION, according to the official plat thereof, filed under Plat Number S-11, Records of the Seward Recording District, Third Judicial District, State of Alaska,

Lying North of Nash Road Right-of-Way as described by the Declaration of Taking recorded January 25, 1971 in Book 50R at Page 186;

Hereinafter the "Property".

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto, and

SUBJECT TO any taxes and assessments, exceptions, reservations, restrictions, rights of entry, conditions, covenants, easements, rights-of-way, encroachments either of record or ascertainable by physical inspection.

FURTHER SUBJECT TO the following deed restrictions:

GRANTEE declares the following restriction on its title which shall run with the land:

1. The conveyance is made for the purpose of protecting the Property in perpetuity as a wetland conservation area. The Property is intended to be protected in its natural condition for preservation of the surface resources, vegetative cover, habitat for fish and wildlife, and wetland, hydrologic and other water quality values of the Property.

2. The following listed activities are prohibited on the Property except as determined by the Grantee, its successors or assigns to be necessary for perpetuation of the intended use of the Property as a wetland conservation area.

(i) constructing or placing any buildings, structures or other fixtures on the land that are not necessary for protecting the Property as set forth in paragraph 1;

(ii) allowing any developmental uses of the Property, including extraction of any surface or subsurface resources for commercial purposes unless those uses are guaranteed by state and federal law;

(iii) removing, destroying or cutting trees, plants or vegetative cover unless done as a fish or wildlife enhancement project or flood mitigation project and provided it does not detract from the protection of this Property as a wetlands conservation area;

(iv) introducing fish, wildlife or plants that are not indigenous to the Kenai Peninsula, Alaska, including, but not limited to, the grazing of domestic animals;

(v) dumping, discharge or disposal of refuse, garbage, trash, including inoperative or abandoned vehicles, or any substances regulated under state or federal hazardous waste laws;

(vi) storage or warehousing of fuel, or radioactive, noxious, hazardous, toxic, or other waste materials and refuse.

3. Notwithstanding paragraphs 1 & 2 above, Grantee shall have the right to use, or contract for the use of the Property to access flooded or flood prone areas for the purpose of flood mitigation and response activities as required. This includes,

GRANTOR:

Marguerite Stewart as Trustee of the
Stewart Family Trust

Dated: _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2012, by Marguerite Stewart, Trustee of the Stewart
Family Trust.

Notary Public for the State of California
My commission expires: _____

GRANTOR:

Dianne A. Pitts

Dated: _____

DRAFT

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Dianne A. Pitts

Notary Public in and for Alaska
My commission expires: _____

GRANTOR:

Suzanne C. Chavez

Dated: _____

DRAFT

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Suzanne C. Chavez.

Notary Public for the State of Idaho
My commission expires: _____

ACCEPTANCE:

KENAI PENINSULA BOROUGH:

Mike Navarre, Mayor

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

Holly B Montague,
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

Please return to: Kenai Peninsula Borough
 144 North Binkley Street
 Soldotna, Alaska 99669