



MEMORANDUM

CC-26-080

Resolution 26-027, Authorizing the City Manager to Negotiate and Execute the Appropriate Documents for the Real Property Acquisition of Five Parcels Totaling 12.5 Acres, More or Less, and Designating the Use As Conservation.

Item Type: Backup Memorandum,
Prepared For: Mayor Lord and Homer City Council
Date: April 6, 2026
From: Julie Engebretsen, Community Development Director
Through: Melissa Jacobsen, City Manager

The City of Homer is the sub-recipient of a \$1,171,410 National Oceanic and Atmospheric Administration (NOAA) grant, authorized and appropriated via Ordinance 23-46. Grant funds are dedicated to the acquisition of properties for green infrastructure and conservation. City Administration has worked closely with the Kenai Peninsula Borough and project partners—the Kachemak Bay National Estuarine Research Reserve and the Kachemak Heritage Land Trust—to advance this purchase and conserve wetlands.

The purchase consists of five parcels of approximately 2.5 acres each (12.5 acres total) from the Kenai Peninsula Borough, with an appraised value and purchase price of \$156,250. The City’s original grant proposal anticipated purchasing eight lots; the Borough has elected to sell five of those lots. The appraisal was completed for all eight lots and the value was pro-rated to determine the purchase price for the five lots being acquired. NOAA grant funds will cover the purchase and associated due diligence documentation and review. The funding source requires a deed restriction prohibiting future development.

This transaction has advanced through multiple steps to reach Council approval and has several more steps before completion. The Kenai Peninsula Borough Assembly is scheduled to introduce an ordinance authorizing the sale of these lands in April, with a public hearing and adoption in May. Homer City Council action is requested prior to the public hearing. After the Assembly's approval of the sale, the transaction will require additional NOAA review prior to the release of federal funds. The project goal is to complete NOAA’s 90-day review period in the coming months and close the transaction by the end of 2026.

RECOMMENDATION:

Adopt Resolution 26-027

ATTACHMENTS:

Record of Survey

Ordinance 23-46

Appraisal

Phase 1 Environmental Site Assessment

 7.0 Summary of Findings and Recommendations

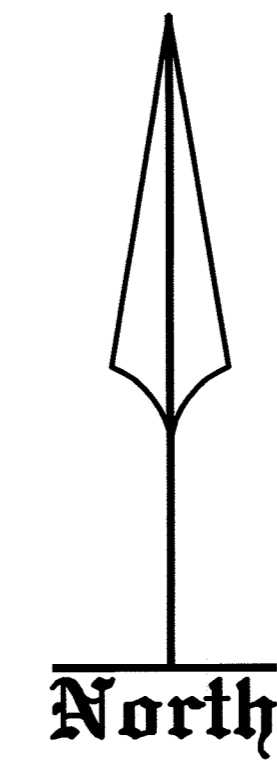
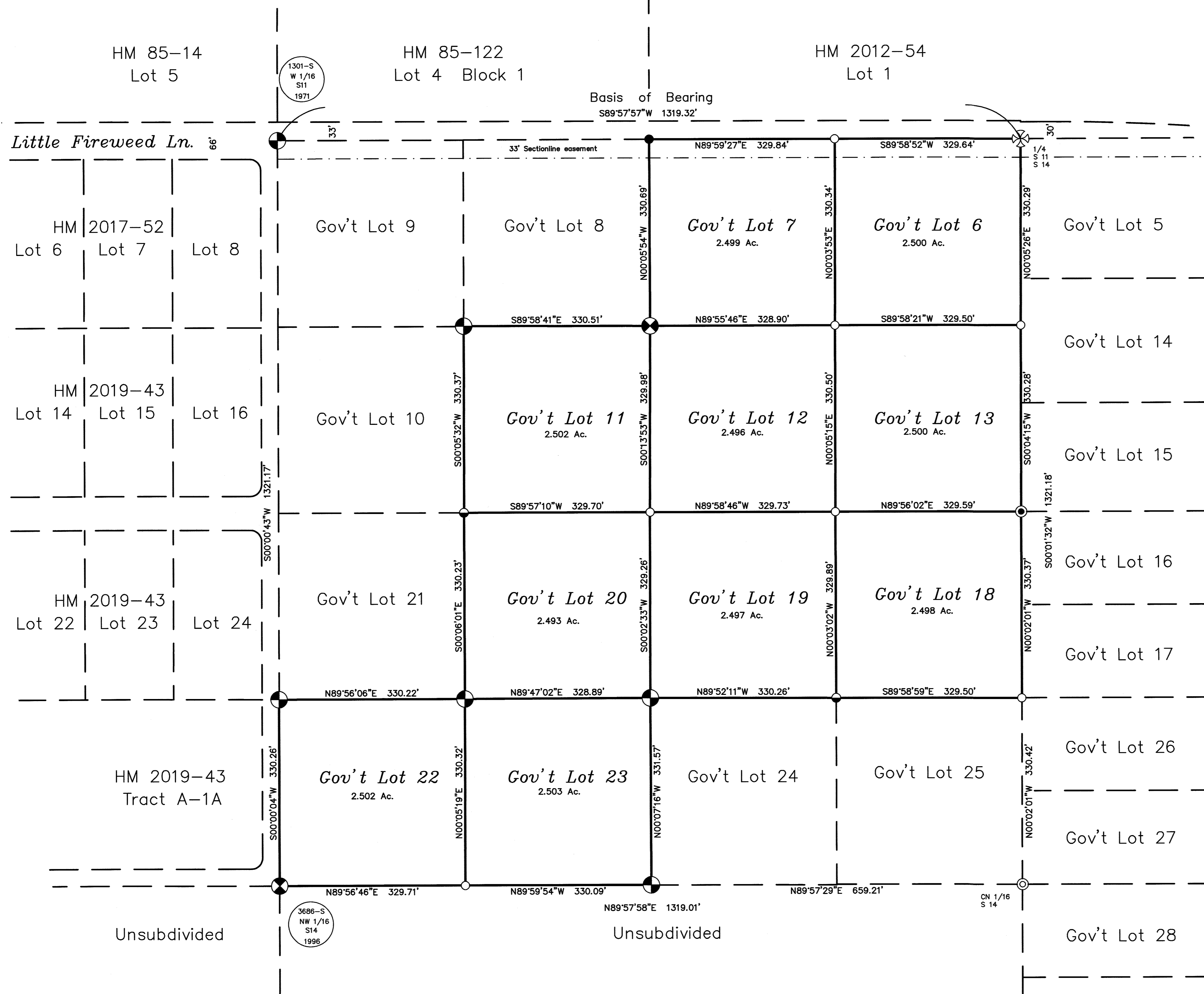
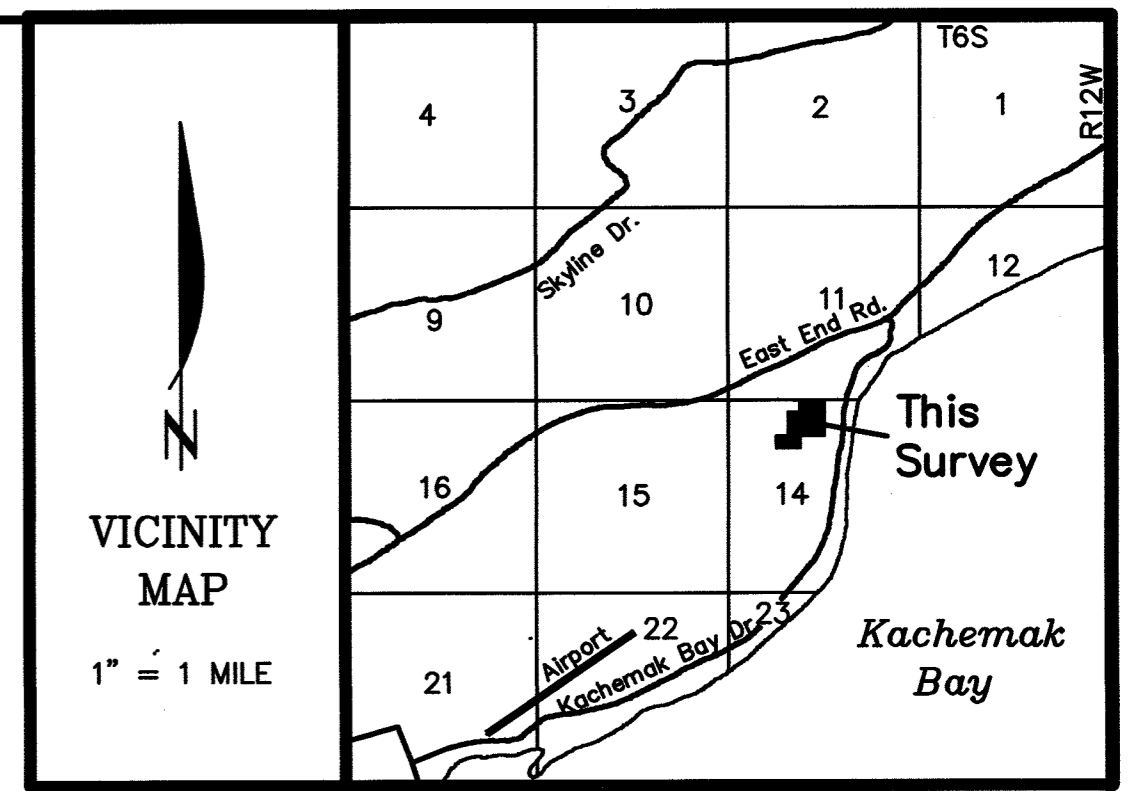
 8.0 Limitations

Title document

Draft Purchase and Sale Agreement

Memorandum
City Council
April 6, 2026

CC-26-080



LEGEND:

- ⊗ 1" CONCRETE FILLED IRON PIPE FOUND
- ⊕ 2 1/2" BRASS. CAP MON. 1301-S 1971 FOUND
- ⊙ 2" COPPERWELD MON. 4374-S 1982 FOUND
- ⊗ 2 1/2" ALUM. CAP MONUMENT 3686-S 1998 FOUND
- ⊙ 5/8" REBAR W/ 2" ALUM. CAP 7610-S FOUND
- ⊙ 1" IRON PIPE FOUND
- ⊙ 5/8" REBAR w/ALUM. CAP P+R 1982 FOUND
- ⊙ 5/8" REBAR w/PLASTIC CAP 3686-S FOUND
- 5/8" REBAR FOUND
- 5/8" REBAR w/PLASTIC CAP LS8859 SET
- () RECORD DATUM PLAT 2006-27 HRD

NOTES:

- 1) This survey does not constitute a subdivision as defined by AS 40.15.190(2).
- 2) Basis of bearing taken from Record of Survey GLO lots 5, 8, & 9, Plat 2006-27, Homer Recording District.



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the monuments shown hereon actually exist as described, and all dimensions and other details are correct.

Date 6-30-21

| | |
|---|--|
| Record of Survey | |
| Government Lots 6, 7, 11, 12, 13, 18, 19, 20, 22, & 23, Section 14, T6S, R13W, S.M., City of Homer, Homer Recording District, Kenai Peninsula Borough Alaska. | |
| Surveyor Segesser Surveys 30485 Rosland St. Soldotna, AK 99669 (907) 282-3909 | Owner Kenai Peninsula Borough 144 N. Binkley St. Soldotna, AK 99669 |
| JOB NO. 21134 | DRAWN: 6-23-21 |
| SURVEYED: June, 2021 | SCALE: 1"=100' |
| FIELD BOOK: 21-2 | SHEET: 1 of 1 |

2021-15
HOMER DISTRICT
JUN 30 2021
DATE
1:58 PM
TIME

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Manager/
4 Public Works Director

5 **ORDINANCE 23-46**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING THE FY24 CAPITAL BUDGET BY ACCEPTING AND
9 APPROPRIATING A SUB-RECIPIENT GRANT FROM THE
10 UNIVERSITY OF ALASKA ANCHORAGE IN THE AMOUNT OF
11 \$1,171,410 FOR THE KACHEMAK SPONGE GREEN
12 INFRASTRUCTURE STORM WATER TREATMENT SYSTEM.
13

14 WHEREAS, the Kachemak Bay National Estuarine Research Reserve (KBNERR) has
15 worked with the City to identify wetlands/peatlands that could be used as a wetland treatment
16 system as part of the City's Kachemak Sponge Green Infrastructure Storm Water Treatment
17 System and to submit a proposal for a grant to acquire such lands; and
18

19 WHEREAS, The University of Alaska Anchorage (UAA), the fiscal agent for KBNERR, has
20 received a grant from NOAA for the purpose of acquiring wetlands and peatlands to be
21 preserved for conservation in perpetuity as part of the Kachemak Sponge Green Infrastructure
22 Storm Water Treatment System; and
23

24 WHEREAS, The City will be a sub-recipient of the NOAA grant and responsible for
25 conducting the environmental reviews, surveys, appraisals and other services required to
26 support the property acquisition; and
27

28 WHEREAS, The NOAA grant supports one of the projects within the Slope Stability and
29 Erosion Mitigation Program, a Legislative Priority in the 2023-2028 City of Homer Capital
30 Improvement Plan.
31

32 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
33

34 Section 1. The Homer City Council hereby amends the FY24 Capital Budget by
35 accepting and appropriating, as a sub-recipient, a grant from the University of Alaska
36 Anchorage in the amount of \$1,171,410 as follows:
37

| <u>Fund</u> | <u>Description</u> | <u>Amount</u> |
|-------------|--------------------------------------|---------------|
| 151-XXXX | University of Alaska Anchorage Grant | \$1,171,410 |

38
39
40

41 Section 2. The City Manager is authorized to execute the appropriate documents.
42

MacSwain Associates

4401 Business Park Boulevard, Suite 22, Anchorage, Alaska 99503

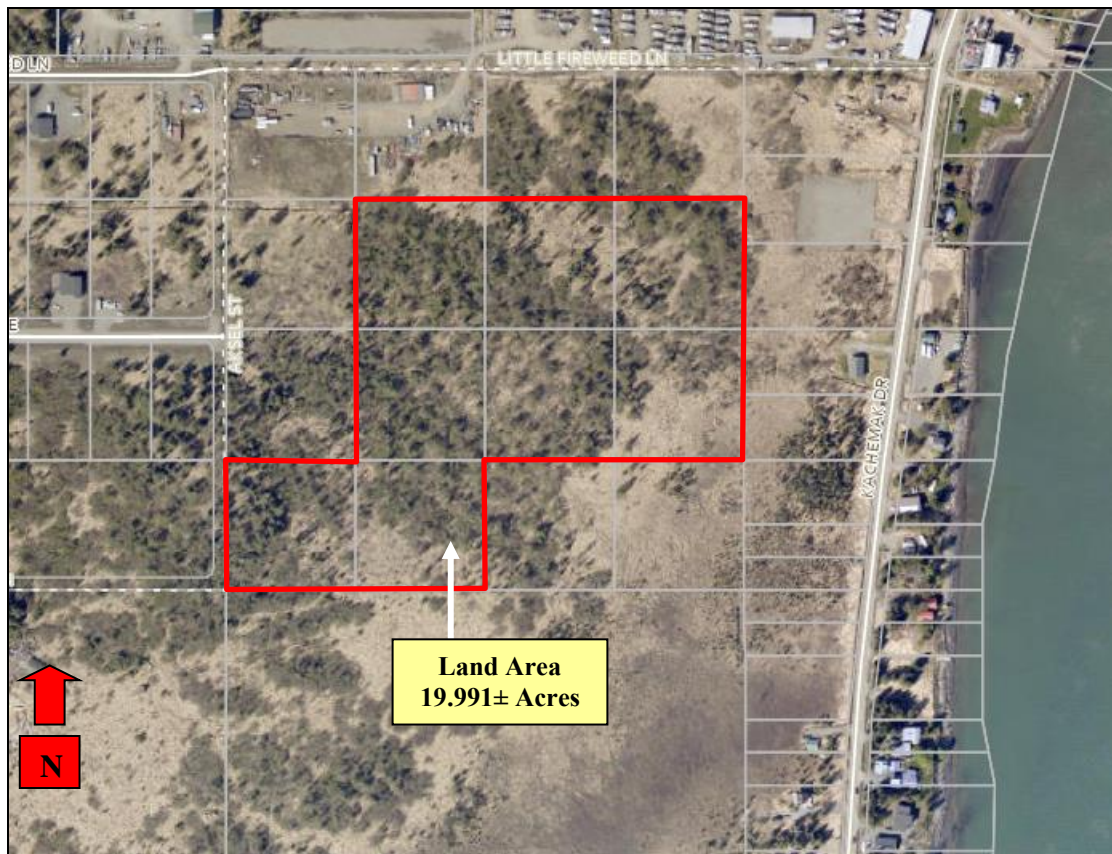
APPRAISAL REPORT

"Homer 8" Property (Kenai Peninsula Borough)
Kachemak Sponge Green Infrastructure Project
Eight Parcels Totaling 19.991± Acres
Homer, Alaska

Legal Description

Government Lots 11, 12, 13,
18, 19, 20, 22, & 23, Section
14, T6S, R13W, SM

Market Value Estimate



Effective Date of Appraisal: June 6, 2024

File No. 23-3838

Submitted To:

Homer Public Works Department
3575 Heath Street
Homer, AK 99603

MacSwain Associates

**4401 Business Park Blvd., Suite 22
Anchorage, Alaska 99503
Telephone: 907-561-1965
a.kleinke@macswain.com**

September 10, 2024

Homer Public Works Department
3575 Heath Street
Homer, AK 99603

Re: "Homer 8" Property: Eight Lots Totaling 19.991± Acres
Government Lots 11, 12, 13, 18, 19, 20, 22, & 23
Section 14, Township 6 South, Range 13 West, SM

To: City of Homer, Public Works Department

MacSwain Associates has prepared an *Appraisal Report* that analyzes the above-referenced land owned by the Kenai Peninsula Borough (KPB). Known as the "Homer 8" Property, the land consists of eight (8) lots totaling 19.991± acres, comprised primarily of wetlands. Our analysis determined the eight lots comprise a single larger parcel. The City of Homer as expressed intent to acquire the land to facilitate the Kachemak Sponge Green Infrastructure Project. The purpose of the appraisal is to estimate the market value of the fee simple estate, less oil, gas, and minerals, to assist the client with a potential purchase of the property with the use of National Oceanic and Atmospheric Administration (NOAA) funding. Use of these funds entails a UASFLA-compliant appraisal. In addition to the City of Homer and the review appraiser, additional intended users include the property owner, and Kachemak Heritage Land Trust, who is contracting with the City to oversee the project.

We prepare this *Appraisal Report* to comply with requirements set forth in the *Uniform Appraisal Standards for Federal Land Acquisitions* (UASFLA) and *Uniform Standards of Professional Appraisal Practice* (USPAP). UASFLA states an estimate of market value tied to exposure time is inappropriate and requires exclusion from the appraisal report. Thus, we invoke the jurisdictional exception rule permitted in USPAP.¹ This departure represents the only conflict between UASFLA and USPAP.

We employ the sales comparison approach to value the appraised land. Based on the data, reasoning, and analysis contained in this *Appraisal Report*, it is our opinion the market value of the 19.991± acre "Homer 8" Property, as of June 6, 2024, is \$250,000.

¹ Standard Rule 1-2(c) of USPAP requires the appraiser to estimate a reasonable exposure time in conjunction with their market value opinion. Section 1.2.7.2 of UASFLA provides legal authority for invoking the Jurisdictional Rule.

| Parcel | Property Owner | Area (Acres) | Market Value |
|---|----------------------------|--------------|------------------|
| Government Lots 11, 12, 13, 18, 19, 20, 22, & 23 | Kenai Peninsula Borough | 19.991 | \$250,000 |

We direct your attention to the Appraiser Certification, Scope of Work, assumptions and limiting conditions, for explanation of the appraisal process and limitations of this *Appraisal Report*. If you have questions regarding our analysis or conclusions, please contact our office. We appreciate the opportunity to provide appraisal services.

Respectfully submitted,



Alex Kleinke
State of Alaska Certificate No. 148873

PHASE I ENVIRONMENTAL SITE ASSESSMENT

T 6S R 13W SEC 14 SEWARD MERIDIAN
HM RS GOVT Lots 23, 22, 20, 19 & 18
in the records of Kenai Peninsula Borough

Parcels: 17908023, 17908024, 17908016, 17908017 & 17908018
Homer, AK 99603

FOR
City of Homer
Homer, Alaska

Prepared by

Midnight Sun Environmental LLC
560 E 34th Ave Suite 102
Anchorage, AK 99503

October 2025
MSE Job No. 25-074

7.0 SUMMARY OF FINDINGS AND RECOMMENDATIONS

MSE has performed this Phase I ESA of Tract B, Township 6S Range 13W Section 14 (Parcel 17908023, 17908024, 17908016, 17908017, 17908018) in the records of the Kenai Peninsula Recording District in conformance with the scope and limitations of ASTM Practice E 1527.

The subject property has not been used in any known capacity with no change in owners in 25 years. The land remains as undisturbed, undeveloped, forested wetlands.

During a site visit conducted on October 3, 2025, MSE observed no debris or scrap material on the property, with the exception of a single abandoned tent camp on the north aspect of parcel 17908017 (Appendix C, Photo Pages). The camp exhibited no visible signs of leakage or contamination and does not appear to pose any environmental risk. No other structures or buildings were present on the property.

Research, historical photos, and interviews confirm the property has remained completely undisturbed. No evidence of hazardous use, storage, releases, or USTs was found on-site, and MSE identified no significant RECs on the property or from neighboring areas.

The areas surrounding the property are comprised of a mix of residential and commercial properties. No off-site contamination is expected to have impacted the property. No RECs concerning the property were identified from surrounding properties during MSE's site reconnaissance. MSE observed no active ADEC contaminated sites, CERCLIS, NPL, or RCRA sites data within the specified ASTM distance.

8.0 LIMITATIONS

This Phase I Report has been prepared for exclusive use for the **City of Homer**. It is intended to provide an understanding of the potential for environmental contamination by hazardous substances or petroleum products at the property assessed. The findings and recommendations in this report are based upon data and information obtained during the site visit by MSE personnel to the property identified herein and the condition of the property on October 3, 2025, supplemented by information and data obtained by MSE and described herein. The findings and recommendations contained in this report are based on the expertise and experience of MSE in conducting similar assessments. In assessing the property, MSE has also relied upon representations and information furnished by individuals noted in the report, for existing operations and property conditions and the historic uses of the properties, to the extent that the information obtained has not been contradicted by data obtained from other sources. Accordingly, MSE accepts no responsibility for any deficiency, misstatements, or inaccuracy contained in this report as a result of misstatements, omissions, misrepresentations, or fraudulent information provided by the persons interviewed.

It should be recognized that this study was not intended to be a definitive assessment of contamination at the site. Given that the scope of service for this assessment did not include comprehensive groundwater sampling and analytical testing, nor asbestos or lead-based assessment, it is possible that currently, unrecognized contamination may exist at the site and, if present, that the levels of contamination may vary across the site. Opinions and recommendations presented herein apply to site conditions existing at the time of our assessment and those conditions reasonably foreseeable. Should environmentally significant changes to the site or additional information become available, MSE should be provided the opportunity to review this information/data and amend our opinions, as appropriate.

MSE's objective is to perform our work with care, exercising the customary thoroughness and competence of environmental and engineering consulting professionals, following the standard for professional services at the time and location those services are rendered. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liability on a particular site. Therefore, MSE cannot act as insurers and cannot "certify or underwrite" that a site is free of environmental contamination, and no expressed or implied representation or warranty is included or intended in our reports except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

This Phase I ESA was prepared by Kelly Kennedy, Environmental Scientist of MSE. This report was reviewed by Annie Collie, Project Scientist of MSE. Mr. Kennedy and Ms. Collie have performed numerous similar site visits and reports for various clients throughout the state of Alaska. Ms. Collie has over 10 years of professional environmental consulting experience and has conducted and managed hundreds of similar assessments throughout Alaska and meets the definition of Environmental Professional as defined in 40 CFR Part 312.

Prepared by



Kelly Kennedy
Environmental Scientist
Midnight Sun Environmental, LLC

Reviewed by



Annie Collie
Project Scientist/Manager
Midnight Sun Environmental, LLC

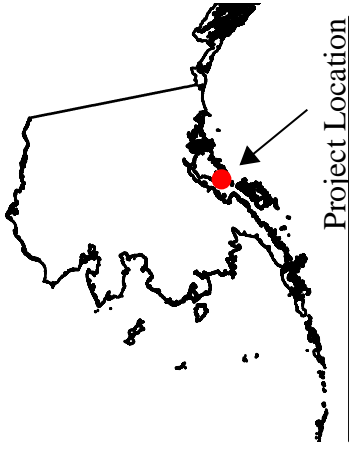
Phase 1 ESA

October 2025


Parcels


17908023, 17908024, 17908016,
17908017 & 17908018

Figure 14,
2025 Imagery



Map Key

 Project Parcels

 Parcels

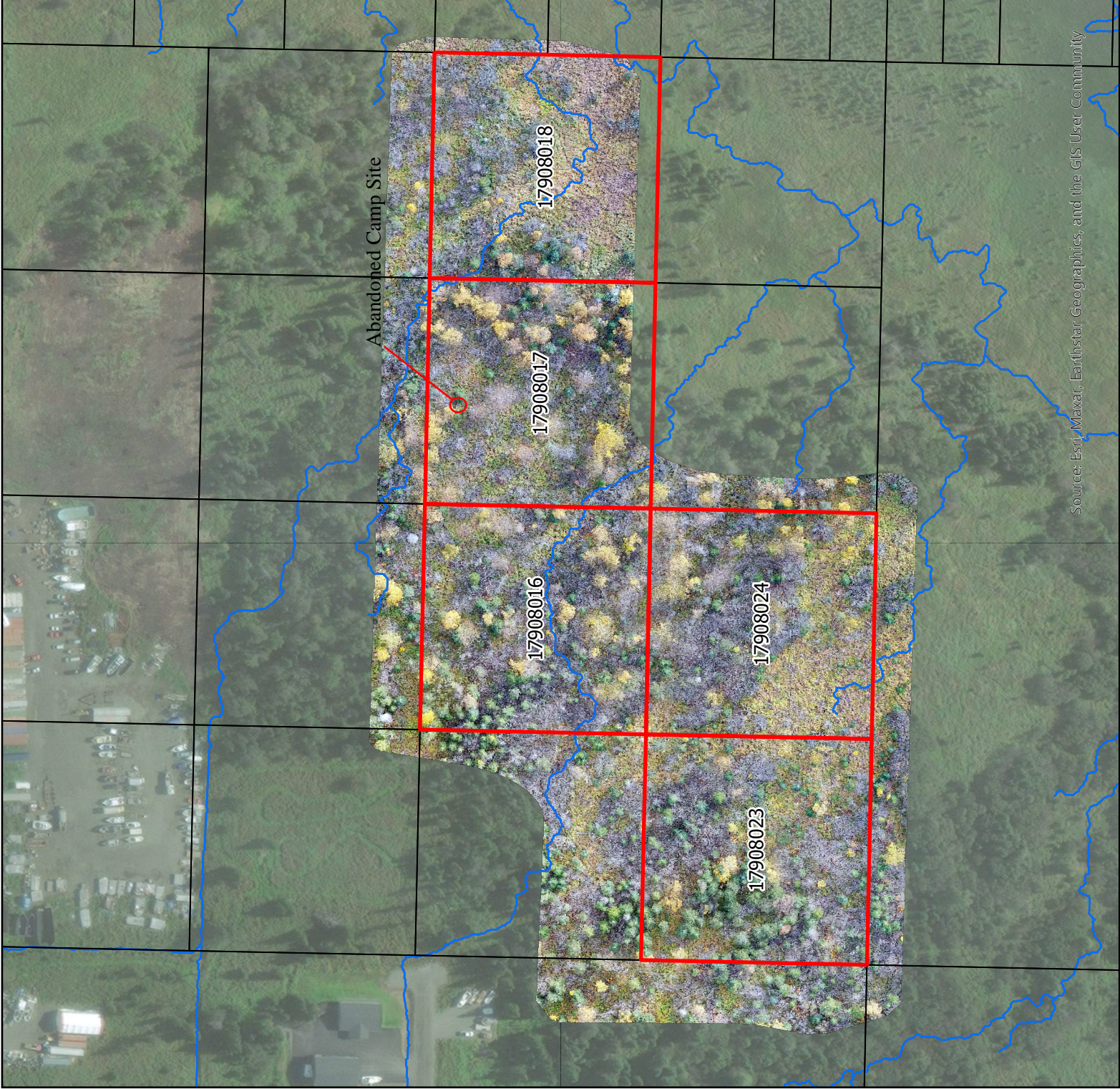


0 0.01 0.03 0.06 Miles

0 0.02 0.04 0.09 Kilometers



560 E 34th Ave Suite 102
Anchorage, Alaska 99503
(907) 344-3244
www.midnightsunenvironmental.com



Source: Esri, Maxar, Earthstar, GeoGraphics, and the GIS User Community



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 265 E Pioneer Ave Ste 101, Homer, AK 99603
Issuing Office's ALTA® Registry ID:
Commitment Number: 390-4335353
Issuing Office File Number: 390-4335353
Property Address: NHN NSN, Homer, AK 99603
Revision Number:

SCHEDULE A

1. Commitment Date: December 22, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: City of Homer
Proposed Amount of Insurance: \$Undisclosed Premium: \$TBD
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Kenai Peninsula Borough
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

Dustyn Fergus, Title Officer

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Releases(s) or Reconveyance(s) of Item(s):
6.
 1. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the contemplated Power of Attorney form should be submitted for review prior to closing.
 2. The State of Alaska, Division of Insurance has issued its Order R92-1. The order in part, requires the immediate billing and collection of the minimum charge for this Commitment within 30 days of the first billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

NOTICE

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown on Section 2, Part 1, Paragraph 4 has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources. Public Information Center 550 W. 7th Avenue, Suite 1260, Anchorage, Alaska 99501 (907) 269-8400.

NOTICE

The attached plat, if any, is furnished as a courtesy only by First American Title Insurance Company, and is not part of Commitment or the Policy.

The plat is furnished solely for the purpose of assisting in locating the Land and does not purport to show all highways, roads or easements affecting the Land. No reliance should be placed upon this plat for location or dimensions of the Land and no liability is assumed for the correctness thereof.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Rights of the state or federal government and/or the public in and to any portion of the Land for right of way as established by Federal Statute RS2477 (whether or not such rights are shown by recordings of maps in the Public Records by the State of Alaska showing the general location of these rights of way.)
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
7. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
8. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

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9. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
10. Reservations and exceptions as contained in the State of Alaska Patent.

Said patent, among other things, reserves all oil, gas and other minerals together with the privileges, mining and drilling rights and immunities.

Note: Title to the mineral estate, as it pertains to said reservation, has not been further searched and no insurance is provided under this policy.

11. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-18 (Lot 18)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire
Amount due October 15th
Land Valuation: \$50,700.00
Improvements: \$0.00

12. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-17 (Lot 19)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire
Amount due October 15th
Land Valuation: \$50,700.00
Improvements: \$0.00

13. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-16 (Lot 20)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire
Amount due October 15th
Land Valuation: \$50,500.00
Improvements: \$0.00

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14. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-23 (Lot 22)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire Amount due October 15th
Land Valuation: \$50,700.00
Improvements: \$0.00

15. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-24 (Lot 23)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire Amount due October 15th
Land Valuation: \$50,700.00
Improvements: \$0.00

NOTE: Possible liability for additional general taxes for the current and/or prior years in the event the exemption applied is not applicable to the present ownership of said premises.

16. Assessments, if any due The City of Homer.
17. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within any roadway or public easement areas.
18. Rights of access and egress from said premises. We find no Notice in the records of any dedicated or improved roadways abutting subject property.
19. All matters, including dedications, notes, restrictions and easements shown or disclosed by Record of Survey 2021-15RS recorded June 30, 2021, Serial Number [2021-002449-0](#).
20. Evidence of the identity and authority of the officers of Kenai Peninsula Borough to execute the forthcoming instrument must be submitted.

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

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EXHIBIT A

The Land referred to herein below is situated in the Homer Recording District, State of Alaska, and is described as follows:

Government Lots 18, 19, 20, 22, and 23 in Section 14, Township 6 South, Range 13 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

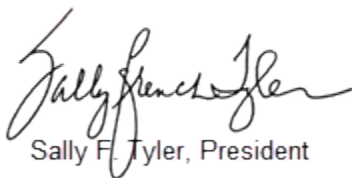
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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NOTICE!

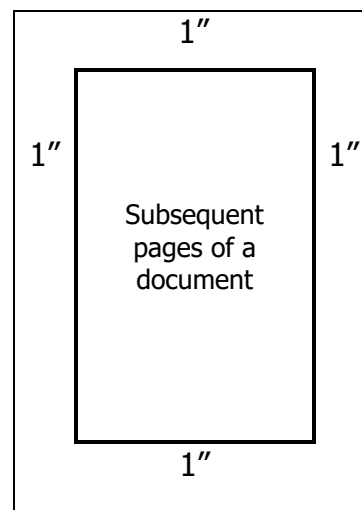
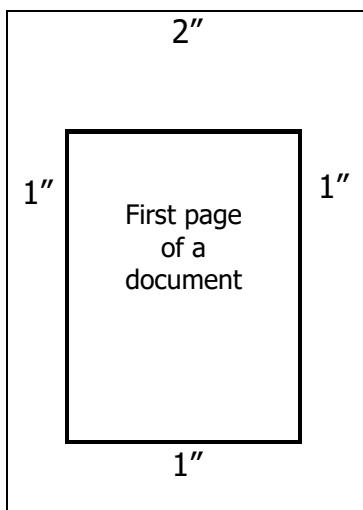
Recording offices in Alaska ARE enforcing margin and font requirements. Failure to comply with the terms of this Notice may result in your transaction being delayed or failing. It is essential that you comply with this notice. First American will not be responsible in any way for the consequences of any delay caused by the failure to comply with these recording requirements.

Margin Requirements:

- First page of a document: Must contain two inches (2") of blank space across the top and one (1") margins on the remainder of first page.
- Additional pages of a document: Must contain one inch (1") margin on top, bottom and sides.

Font Requirements:

- Type size may be no smaller than 10 point font.
- Example: This is 10 point type



There can be no marks or holes of any kind within the margins. This is to include any signature, corporate seals, and/or notary seals. Embosser notary seals will require folding the edge of the document to comply with margin guidelines.

- **For information on recording requirements, fees or office locations, visit the State Recorder's website at www.recorder.alaska.gov**



First American Title Insurance Company

265 E Pioneer Ave Ste 101
Homer, AK 99603
Phone: (907)235-5201 / Fax: (907)235-5203

PR: 390

Ofc: 390

Invoice

To: City of Homer
491 E Pioneer Avenue
Homer, AK 99603

Invoice No.:
Date: December 16, 2025

Our File No.: 390-4335353
Title Officer: Dustyn Fergus
Escrow

Attention: Julie Engebretsen

Your Reference No.:

RE: Property:
NHN NSN, Homer, AK 99603

Liability
Owners: \$ 0.00
Lenders: \$ 0.00

Buyers: City of Homer
Sellers: Kenai Peninsula Borough

| Description of Charge | Invoice Amount |
|-----------------------|----------------|
|-----------------------|----------------|

| | |
|-----------------------------------|-----------|
| Service: Minimum Cancellation Fee | \$ 300.00 |
|-----------------------------------|-----------|

| | |
|----------------------|------------------|
| Invoice Total | \$ 300.00 |
|----------------------|------------------|

The charges on this invoice are reflective of the minimum cost of production of the products or services provided and are due and payable within 30 days of the above date. Charges on this invoice may be fully credited towards the final policy premiums upon closing.

Credit may be given if a future Policy is issued on the subject property within 2 years from the date of this invoice.

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to
First American Title Insurance Company
Attn: Accounts Receivable Department

**REAL ESTATE
PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT this (“Agreement”) is entered into as of the ___ day of _____, 2026, by and between the City of Homer, a municipal corporation organized and existing under the laws of the State of Alaska, whose address is 491 E. Pioneer Avenue, Homer, Alaska 99603 (“Buyer”), and the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (“Seller”), for the purchase and sale of certain real property located in the City of Homer, Alaska.

RECITALS

WHEREAS, Seller owns that certain real property, of five lots encompassing approximately 12.5 acres, located in the City of Homer, and legally described as set forth in Exhibit A, attached hereto and made part of this Agreement (the “Property”).

WHEREAS, Buyer wishes to acquire from Seller separate deeds for each of the five (5) lots that constitutes the Property and as such, this Agreement applies to each of the five (5) lots.

WHEREAS, Buyer wishes to acquire the Property for the purpose of conservation (particularly to conserve habitat critical to local moose populations and salmon health, and also to protect peatland as a nature-based solution for stormwater collection, which will simultaneously recharge the peat, protect the water quality of Kachemak Bay, and mitigate coastal erosion), in part with federal funds for conservation awarded by the National Oceanic and Atmospheric Administration (NOAA).

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase the Property for the consideration and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY**

Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the Property, together with any and all improvements, structures, buildings and fixtures located thereon or hereafter located thereon; all privileges, rights, water rights, easements, hereditaments and appurtenances thereto belonging; and all right, title and interest of Seller in and to any streets, passages and other rights of way included therein or adjacent thereto.

2. PURCHASE PRICE AND PAYMENT TERMS

The purchase price to be paid for the Property shall be One Hundred Fifty-Six Thousand Two Hundred Fifty U.S. Dollars and No cents (\$156,250.00) (“Purchase Price”), Based on the appraised value as determined by a third-party appraiser retained by the Buyer.

3. DEED

Title to the Property shall be conveyed to Buyer free and clear of any liens or encumbrances by a Quitclaim Deed (the “Deed(s)”) for each of the five (5) lots duly executed by Seller and recorded at Closing. The Deeds shall be in the form and content acceptable to Buyer and containing the following language or other similar language required by Buyer or Buyer’s funding sources:

“SUBJECT TO: This Property has been acquired with funds from Federal financial assistance award NA23NOS4730101 through NOAA's FY2022 Bipartisan Infrastructure Law National Estuarine Research Reserve Habitat Restoration and Conservation funding under the Inflation Reduction Act. Title to the property conveyed by this deed shall vest upon acquisition in the City of Homer subject to the conditions that the Property shall be managed for conservation purposes and consistent with the purposes for which it was acquired. The City of Homer shall not dispose of, exchange, encumber its title or other interests in, or convert the use of this Property without the approval of NOAA or its successor agencies.”

4. OWNER’S TITLE INSURANCE

At Closing, Title Company shall issue to Buyer, at Buyer’s expense, a standard owner’s title insurance policy issued by Title Company’s underwriter, in the amount of the purchase price, insuring Buyer’s title to the Property, subject only to the printed exceptions normally contained in such policies, and any other exceptions approved by Buyer prior to Closing.

5. SELLER LIMITED REPRESENTATIONS

Seller represents and warrants to Buyer as follows:

5.2 Seller has all requisite power and authority to enter into this Agreement. Sale of the Property by KPB is subject to authorization by the KPB Assembly. If the KPB Assembly fails to authorize the sale of the Property, this Agreement will terminate without penalty.

5.3 All necessary action on the part of Seller has been taken to authorize the execution and delivery of this Agreement. This Agreement has been duly and validly executed and delivered by Seller.

5.4 Seller has received no notification and has no knowledge that the Property is not in compliance with any law (including environmental laws and laws dealing with the storage and handling of hazardous substances), rule, regulation, ordinance, zoning ordinance, fire or safety

code, insurance requirement, covenant, condition, restriction, agreement or right applicable to the Property.

5.5 Seller has no knowledge that any action, suit, proceeding or investigation is pending or threatened against or relating to the Property in any court or before any federal, state, municipal or other governmental department, agency, commission, board or bureau and Seller has no knowledge of any basis for, and has received no notice with respect to, any such action, suit, proceeding or investigation.

5.6 The Seller is not aware of persons other than Seller in possession or occupancy of the Property or any part thereof.

5.7 From and after the date of this Agreement, unless the KPB Assembly does not authorize the sale, Seller shall not, without the prior written consent of Buyer: (1) enter into, extend or modify any agreement, contract, commitment, lease, or other transaction which affects the Property in any way, or (2) sell, dispose of or encumber any portion of the Property, provided the terms of this contract is still in effect.

6. BUYER LIMITED REPRESENTATIONS

Buyer represents and warrants to Seller that the following statements are true as of the date of this Agreement and shall be true as of the Closing Date:

6.1. Buyer has all requisite power and authority to enter into this Agreement. All necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement, the performance of their obligations hereunder and the consummation of the transactions contemplated hereby.

6.2. Buyer covenants unto Seller, the property will be retained and utilized by the Buyer for conservation and stormwater mitigation purposes only.

6.3. No Warranty; Property "AS-IS, WHERE IS". Buyer acknowledges its responsibility to inspect the Property and agrees Seller assumes no liability for matters which would have been disclosed to the Buyer by an inspection of the property. Buyer further acknowledges that Seller makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the property, to include without limitation, soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the Property for any use or purpose. Subject to the express covenants and representations of Seller set forth in this Agreement or in the Seller's Closing Documents, BUYER HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THAT THE PROPERTY IS TO BE PURCHASED, CONVEYED AND ACCEPTED BY BUYER IN ITS PRESENT CONDITION, "AS IS, "WHERE IS" AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT DEFECT OR DEFICIENCY IN THE CONDITION OF THE PROPERTY, WHETHER OR NOT KNOWN OR DISCOVERED, WILL AFFECT THE RIGHTS

OF EITHER SELLER OR BUYER HEREUNDER, NOR WILL THE PURCHASE PRICE BE REDUCED AS A CONSEQUENCE THEREOF.

7. DUE DILIGENCE PERIOD

Buyer shall have a period of time (the “Due Diligence Period”) to investigate the Property to determine if it is suitable for Buyer’s purposes. The Due Diligence Period shall commence immediately upon the execution of this Agreement and shall expire at 5 p.m. on June 5, 2026.

During the Due Diligence Period, Buyer and its agents may enter upon the Property and, at Buyer’s expense, conduct inspections, soils tests, environmental assessments, surveys, physical inspections and any other analyses or evaluations (hereafter collectively “Evaluations”) that Buyer deems necessary. Buyer shall indemnify and defend Seller against any claims, costs, or liabilities related to or arising out of any Evaluations that Buyer conducts or has conducted on the Property during the Due Diligence Period.

Buyer, at its sole expense, shall return the condition of the Property to its pre-inspection condition at the completion of their due-diligence.

During the Due Diligence Period, Buyer and Buyer’s agents shall have reasonable access to the Property to conduct the Evaluations, provided that the access shall not interfere with the use of the Property by Seller.

Seller shall deliver to Buyer within ten (10) business days after the date this Agreement is executed, the following: (i) copies of all soils, hydrology and geotechnical information in Seller’s possession related to the Property, (ii) schedule of any past, current, or pending litigation or legal claims associated with the Property, and (iii) list and complete copies of all licenses, permits, entitlements, approvals and covenants, conditions and restrictions affecting the Property.

If, as a result of the Evaluations, Buyer is dissatisfied with any aspect of the Property, Buyer shall have the right to cancel the purchase of the Property. In order to cancel the transaction, Buyer must give Seller written notice of the cancellation before the expiration of the Due Diligence Period, time being of the essence.

8. CLOSING CONDITIONS

Buyer’s obligation to close shall be subject to the satisfaction of the following conditions (the “Closing Conditions”) at or before the Closing Date, any of which may be waived by Seller:

8.1. As of the Closing Date, the Property shall be in substantially the same condition as of the expiration of the Due Diligence Period.

8.2. Title to the Property shall show in the title commitment issued by Title Company as properly vested in Seller.

8.3. Buyer shall have obtained necessary funding for the purchase of the Property, including the Purchase Price and any other necessary funding for stewardship of the Property.

8.4. This agreement is subject to appropriation. If grant funds are not appropriated, made available by the funding entity or funds are not sufficient to purchase the property set forth in this Agreement, the City of Homer may unilaterally terminate this Agreement.

9. TAXES AND ASSESSMENTS

Real property taxes and installments for special assessments (if any) that are due and payable as of the Closing Date shall be prorated on a per diem basis. Escrow Agent shall obtain all necessary information and shall prorate real property taxes between Seller and Buyer as of the Closing Date based on the latest available information. No adjustment in the real property tax proration shall occur following the Closing Date.

10. CLOSING COSTS

Buyer shall pay the escrow closing fee, title insurance premium, conveyance fees, recording fees, and all other closing costs. Seller and Buyer shall each pay their respective attorney's fees. The defaulting party shall pay any escrow cancellation fees if the Escrow fails to close due to the default of a party. For purposes of this Agreement, "Closing" means the date upon which all documents required to effectuate this Agreement are executed and delivered in accordance with the terms of this Agreement or the escrow documents, and the date a grant deed conveying title to the Property is delivered to the Buyer. Unless otherwise agreed in writing, Closing will occur within 180 days of the Effective Date of this Agreement (Closing Date). At Closing, Buyer will pay the balance of the purchase price, with good funds. Both Parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account. If Closing does not occur within 180 days, the Agreement is automatically void and terminated, unless the Parties mutually agree in writing to an extension prior to automatic termination (Outside Closing Date).

11. POSSESSION

Seller shall deliver and Buyer shall take possession of the Property upon recording of the Deed. Risk of loss shall pass to Buyer upon recording of the Deed.

12. BROKERS AND COMMISSIONS

Each party hereby represents and warrants that it has not used a broker or agent related to transactions herein. Seller agrees to indemnify and hold harmless Buyer from any and all brokerage commissions and fees claimed by any broker or agent utilized by Seller or any third party asserting a claim through Seller. Buyer agrees to indemnify and hold harmless Seller from

any and all brokerage commissions and fees claimed by any broker or agent utilized by Buyer or any third party asserting a claim through Buyer. Notwithstanding any provision to the contrary, the obligations of the parties under this Section shall survive the Closing and any termination of this Agreement.

13. PROPERTY CONDITION

Buyer shall solely rely upon Buyer's own determination and assessment of the physical condition of the Property, including, but not limited to the presence or absence of any hazardous substances or environmental contamination on the Property. In closing the transaction contemplated by this Agreement, Buyer shall have accepted the Property "AS IS, WHERE IS" without representation or warranty of any kind, except as provided by Seller in this Agreement.

14. SELLER DEFAULT AND BUYER REMEDIES

Seller shall be in default under this Agreement, unless the KPB Assembly does not authorize the sale, upon occurrence of any of the following events: (i) Seller enters into any contract, commitment or other transaction which affects title to the Property, including an agreement to sell, dispose of or encumber the Property or any portion of the Property; (ii) Seller fails to materially meet, comply with, or perform any covenant, agreement or obligation required on Seller's part within the time limits and in the manner required in this Agreement, for any reason other than a default by Buyer; or (iii) Seller fails to deliver at the Closing any items reasonable required of Seller by Buyer or Escrow Agent.

The termination of this Agreement shall be the sole remedy available to Buyer for breach or default by Seller, and Seller will not be liable for damages or specific performance, and Buyer hereby waives any and all rights to damages and specific performance.

15. BUYER DEFAULT AND SELLER REMEDIES

Buyer shall be in default under this Agreement upon occurrence of either of the following events: (i) Buyer fails to materially meet, comply with, or perform any covenant, agreement or obligation required on Buyer's part within the time limits and in the manner required in this Agreement, for any reason other than a default by Seller; or (ii) Buyer fails to deliver at the Closing any items reasonably required of Buyer by Seller.

The termination of this Agreement shall be the sole remedy available to Seller for breach or default by Buyer, and Buyer will not be liable for damages or specific performance, and Seller hereby waives any and all rights to damages and specific performance.

16. MISCELLANEOUS

16.1. Interpretation. The captions of the Sections of this Agreement are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and, accordingly, any ambiguities shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

16.2. Survival. The representations, warranties and indemnities set forth in this Agreement shall survive the Closing and not merge into the deed or other documents to be delivered at Closing.

16.3. Assignment. This Agreement and the rights or obligations of any party under this Agreement may not be assigned by any party without the prior written consent of the other party (which shall not be unreasonably withheld, conditioned or delayed).

16.4. Waiver. Excuse or waiver of the performance by the other party of any obligation under this Agreement shall be effective only if evidenced by a written statement signed by the party so excusing. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of a breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

16.5. No Third Person Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.

16.6. Entire Agreement. This Agreement constitutes the entire agreement between and the reasonable expectations of the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by a written agreement executed by all of the parties.

16.7. Further Documents. Buyer and Seller shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the Closing, to carry out the matters contemplated by this Agreement.

16.8. Incorporation of Recitals and Exhibits. All recitals to this Agreement and exhibits attached to this Agreement are by this reference incorporated herein.

16.9. Alaska Law. This Agreement shall be governed by the laws of the State of Alaska.

16.10. Date of Performance. Time is of the essence of this Agreement. If the date of performance of any obligation or the last day of any time period provided for under this

Agreement should fall on a Saturday, Sunday or legal holiday, then said obligation shall be due and owing, and the time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal holiday. Except as may otherwise be set forth in this Agreement, any performance provided for in this Agreement shall be timely made if completed no later than 5:00 p.m. (Alaska time) on the day of performance.

16.11. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed an original, but all counterparts shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above intending to become legally bound.

SELLER:

Dated: _____

Kenai Peninsula Borough

BUYER:

CITY OF HOMER

Dated: _____

By: _____
Its: _____

EXHIBIT "A"

The Property referred to herein below is situated in the City of Homer, State of Alaska and is described as follows:

RS GOVT LOTS 18 T 6S R 13W SEC 14 SEWARD MERIDIAN Homer
Recording District, Third Judicial District, State of Alaska.

T 6S R 13W SEC 14 SEWARD MERIDIAN HM – RS GOVT LOTS 19

T 6S R 13W SEC 14 SEWARD MERIDIAN HM – RS GOVT LOTS 20

T 6S R 13W SEC 14 SEWARD MERIDIAN HM – RS GOVT LOTS 22

T 6S R 13W SEC 14 SEWARD MERIDIAN HM – RS GOVT LOTS 23