REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "**Agreement**"), dated December [____], 2025 ("**Effective Date**"), is entered into by and between Buyer and Seller, for the sale of the Property (terms defined below).

RECITALS

WHEREAS, Seller offered the Property for sale at a public auction, and Buyer participated in such auction and was declared the successful bidder for the purchase of the Property.

WHEREAS, subject to the terms and conditions set forth in this Agreement, Seller desires to sell the Property to Buyer and Buyer desires to purchase such real property from Seller.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions set forth herein, and intending to be legally bound hereby, the parties agree as follows.

ARTICLE 1
BASIC INFORMATION

1.1. Seller: City and Borough of Wrangell, Alaska

1.2. Buyer: [______________________________]

1.3. Property: The unimproved real property located at Lot [_], Block [_] Alter Top Subdivision, Wrangell Recording District, First Judicial District, Alaska, according to the Plat (the "**Property**").

1.4. Purchase Price: [AMOUNT] [$AMOUNT], plus [AMOUNT] [$AMOUNT] [FIVE PERCENT OF PURCHASE PRICE] Buyer's Premium and forty-three dollars ($43.00) recording fee ("**Purchase Price**").

1.5. Down Payment: On the Effective Date, Buyer shall pay a down payment equal to twenty percent (20%) of the Purchase Price (the "**Down Payment**"), leaving the balance of the Purchase Price owed of [$___] ("**Remaining Purchase Price**"), to be paid within sixty (60) days of the Down Payment.

1.6. Remaining Purchase Price. Upon receipt of the Remaining Purchase Price at Closing (defined below), the $500.00 auction deposit made at the time of bidding ("**Auction Deposit**") shall be refunded to the Buyer. The Auction Deposit remains non-refundable if Closing does not occur or if this Agreement is terminated for any reason.

1.7. Brokers: Both Seller and Buyer represent and warrant that neither has employed or retained any real estate broker, agent, or finder in connection with this transaction, and that no brokerage commission or finder's fee shall be due or payable by either party in relation to the sale of the Property.

1.8. Closing: Closing shall occur sixty (60) days from the Effective Date, or on such other date as the parties may mutually agree in writing ("**Closing Date**" or "**Closing**").

1.9. Notice Addresses: All notices required or permitted under this Agreement shall be in writing and delivered to the parties at the addresses set forth below:

If to Seller: ____

If to Buyer: ____

ARTICLE 2
PROPERTY

2.1 Subject to the terms and conditions of this Agreement, Seller agrees to convey to Buyer, and Buyer agrees to acquire from Seller the Property.

ARTICLE 3
BUYER'S RIGHT OF INSPECTION

3.1 Buyer's Acknowledgment and Due Diligence: Buyer acknowledges and agrees that Buyer has had the opportunity to conduct, at Buyer's sole cost and discretion, any and all inspections, investigations, and other due diligence regarding the Property prior to entering into this Agreement. Buyer further acknowledges and agrees that Buyer is relying solely on such inspections and investigations, and not on any representations, warranties, statements, or information provided by Seller or any of Seller's agents, representatives, or affiliates. Except as expressly stated in this Agreement, Seller makes no representation or warranty regarding the condition of the Property. Buyer agrees to rely solely upon Buyer's own investigation, inspections, and judgment in accepting the Property.

ARTICLE 4
CLOSING

4.1 Closing: Closing shall occur on the Closing Date at the offices of the City and Borough of Wrangell.

4.2 Conditions to Parties' Obligation to Close: In addition to all other conditions set forth herein, the obligation of Seller and Buyer to consummate the transactions contemplated hereunder are conditioned upon the following:

4.2.1 Representations and Warranties: The parties' representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and the Closing Date.

4.2.2 Actions, Suits, etc.: There shall exist no pending actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings, filed against either party that would prevent such party from performing its obligations under this Agreement.

4.2.3 Seller's Deliveries: At Closing, Seller shall deliver to Buyer a Quit Claim Deed executed and acknowledged by Seller, conveying to Buyer Seller's interest in the Property. The Restrictive Covenants Agreement shall be recorded along with the Quit Claim Deed as "Exhibit A".

4.3 Buyer's Deliveries: Buyer shall pay to Seller the Remaining Purchase Price.

ARTICLE 5
TAXES

4.1 Property Tax Liability: Buyer shall be responsible for the payment of all property taxes after the Closing Date, without proration or adjustment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

5.1 Seller represents and warrants to Buyer that:

5.1.1 To Seller's knowledge, there is no action or proceeding pending or threatened against Seller which challenges or impairs Seller's authority to execute this Agreement or perform its obligations.

5.1.2 To Seller's knowledge, Seller has not received from any governmental authority written notice of any material violation of any law applicable (or alleged to be applicable) to the Property, or any part thereof, that has not been corrected.

5.2 Buyer represents and warrants to Seller that:

5.2.1 This Agreement and all documents to be delivered by Buyer at Closing have been or will be duly authorized, properly executed, and will constitute valid and binding obligations of Buyer, enforceable according to their terms.

5.2.2 There is no agreement to which Buyer is a party, nor to Buyer's knowledge any pending or threatened action, that conflicts with or impairs Buyer's ability to enter into or meet Buyer's obligations under this Agreement.

ARTICLE 7
DEFAULT AND REMEDIES

6.1 Buyer Default: In the event Buyer fails to close the purchase of the Property and pay the Remaining Purchase Price as required under this Agreement, this Agreement shall automatically terminate, and Buyer shall forfeit the Auction Deposit to Seller as liquidated damages. The Down Payment shall be promptly returned to Buyer. Upon such termination, neither party shall have any further obligations under this Agreement, except for obligations that expressly survive termination.

6.2 Seller Default: Buyer shall be required to proceed to Closing unless Seller is unable to deliver title to the Property as required under this Agreement. If Seller cannot deliver such title, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of the Down Payment. By proceeding to Closing, Buyer waives all other claims, objections, and remedies relating to Seller's performance or to any representations or warranties.

6.3 No Liability. In no event shall Seller's assembly members, mayor, or any officer, employee, attorney, representative, consultant or agent of the Seller have any liability for any claim, cause of action or other liability arising out of or relating to this agreement or the property, whether based on contract, common law, statute, equity or otherwise.

ARTICLE 8
DISCLAIMERS AND RELEASE

7.1 Disclaimers by Seller: Seller hereby disclaims all warranties of any kind or nature whatsoever, including without limitation, warranties of habitability and fitness for a particular purpose, whether expressed or implied including, without limitation warranties or representations with respect to the Property. Except as is expressly set forth in this Agreement to the contrary, Buyer acknowledges that it is not relying upon any representation of any kind or nature made by Seller, or any of Seller's officials, employees, or agents, with respect to the Property, and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order. Seller makes no warranty or representation that any proposed development, construction, land use, or activity on the Property by Buyer or any other party or entity will be authorized or permitted by the City and Borough of Wrangell or any other governmental authority.

7.2 Sale "AS IS, WHERE IS, AND WITH ALL FAULTS": Buyer is expressly purchasing the Property in its existing condition, "AS IS, WHERE IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions, and defects, and Seller has no obligation to determine or correct any such facts, circumstances, conditions, or defects or to compensate Buyer for same. Seller has specifically bargained for the assumption by Buyer of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts, violations, employees, and all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. Buyer has undertaken all such investigations of the Property, laws and regulations, rights facts, leases, and violations, as Buyer deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, Buyer is and shall be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, attorneys, and officers. Buyer is and shall be fully satisfied that the Purchase Price is fair and reasonable consideration for the Property and, by reason of all the foregoing, Buyer assumes the full risk of any and all loss or damage.

7.2.1 Buyer further acknowledges that Seller has provided a reasonable opportunity to inspect the Property and that Buyer assumes all risks related to its physical, structural, environmental, and economic condition. Seller shall have no obligation to make repairs, improvements, or modifications of any kind before or after Closing.

7.3 Environmental Laws/Hazardous Materials: Seller makes no warranty or representation with respect to the presence of Hazardous Materials on, above, or beneath the Property or any parcel in proximity thereto or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Buyer's right to cause Seller to be joined in any action brought under any Environmental Laws.

7.3.1 As used herein, the term "Hazardous Materials" means: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas, and any mixtures thereof; (d) asbestos and/or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite, and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl ("PCBs") or PCB containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring, or remediation.

7.3.2 As used herein, the term "Environmental Laws" means: all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time-to-time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protections of human health, safety, the environment, and natural resources, including without limitation, ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C, §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§300f et seq.) any state or local counterpart or equivalent of any of the foregoing, and any federal, state, or local transfer of ownership notification or approval statutes.

7.4 Release of all Claims by Buyer: Buyer is relying solely upon Buyer's own knowledge of the Property based on its own investigation, inspection, and due diligence of the

Property in determining the Property's value and physical condition and Buyer agrees that it shall, subject to the express warranties, representations, and conditions, if any, contained in this Agreement, assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations. Except as expressly set forth in this Agreement to the contrary, Buyer releases Seller and its respective successors and assigns from and against any and all claims which Buyer or any party related to or affiliated with Buyer (each a "**Buyer-Related Party**") has or may have arising, arisen, or to arise out of or referring or relating in any way to the Property. Neither Buyer, nor any Buyer-Related Party shall look to Seller, or its successors and assigns in connection with the foregoing for any redress or relief. This release of all claims shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages, and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

7.5 Indemnification by Buyer: Buyer shall indemnify, defend, and hold harmless Seller and its Assembly members, Mayor, officers, employees, representatives, consultants, affiliates, and agents from and against any and all claims, demands, liabilities, obligations, losses, damages, fines, penalties, judgments, costs, and expenses of every kind and nature whatsoever (including attorneys' fees and costs), whether known or unknown, foreseen or unforeseen, arising at any time after Closing and in any way relating to or connected with: (a) the Property or any condition, use, occupancy, or activity thereon or therefrom; (b) the presence, suspected presence, use, handling, storage, generation, disposal, or release of Hazardous Materials on, under, about, or migrating to or from the Property, whether occurring before or after Closing and regardless of cause; or (c) any act, omission, or violation of law or regulation by Buyer or any of its successors, assigns, tenants, invitees, contractors, or agents. Buyer's obligations under this Section are independent of, and shall not be limited by, any insurance maintained by Buyer, and shall survive Closing indefinitely.

7.6 Acknowledgement: Buyer acknowledges that the disclaimers, waivers, and indemnities contained in this Article are a material inducement to the Seller's willingness to enter into this Agreement.

7.7 Survival: The provisions of Section 7 shall survive the Closing or any termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

ARTICLE 9
MISCELLANEOUS

8.1 Further Assurances: Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Alaska and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

8.2 Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

8.3 Governing Law, Jurisdiction, and Venue: This Agreement shall be governed and construed in accordance with the laws of the state of Alaska. Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising, arisen, or to arise out of this Agreement shall be brought and determined in the state courts of the state of Alaska, First Judicial District at Wrangell.

8.4 Survival: The provisions of this Agreement that contemplate performance after Closing shall survive Closing.

8.5 Possession: Full and exclusive possession of the Property shall be delivered by Seller to Buyer following Closing on the Closing Date.

8.6 Time of the Essence: The Parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 PM on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

8.7 Notices: All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Article 1. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery, or (iv) by facsimile, evidenced by confirmed receipt. E-mail shall not constitute proper notice.

8.8 Construction: This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the Parties, it being mutually acknowledged and agreed that Seller and Buyer and their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

8.9 Counterparts and Electronic Signatures: This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement. This Agreement may be executed by any electronically transmittable means (e.g. facsimile, scanned .pdf, or any electronic signature software technology such as DocuSign).

8.10 ERISA: Under no circumstances shall Buyer have the right to assign this Agreement to any person or entity owned or controlled by an employee benefit plan if Seller's sale of the Property to such person or entity would, in the reasonable opinion of Seller's ERISA advisors or consultants, create or otherwise cause a "prohibited transaction" under ERISA. In the event Buyer assigns this Agreement or transfers any ownership interest in Buyer, and such assignment or transfer would make the consummation of the transaction hereunder a "prohibited transaction" under ERISA and necessitate the termination of this Agreement then, notwithstanding any contrary provision which may be contained herein, Seller shall have the right to terminate this Agreement.

8.11 No Third-Party Beneficiary: The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party and no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

8.12 General Provisions: No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon Seller or Buyer unless such amendment is in writing and executed by Seller and Buyer. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

8.13 Attorney's Fees: If Buyer or Seller brings an action at law or equity against the other in order to enforce the provisions of this Agreement or as a result of an alleged default under this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorney's fees actually incurred from the other.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Date executed by Seller: SELLER: City and Borough of Wrangell

________________________________ ________________________________

By: ____________, Borough Manager

Date executed by Buyer: BUYER:

________________________________ ________________________________

Signature

BUYER:

____

Signature