University of Alaska

CASH SALE
PURCHASE AGREEMENT

THIS AGREEMENT TO PURCHASE ("Agreement") is entered into the last date signed below ("Effective Date"), by and between the **UNIVERSITY OF ALASKA**, a corporation created under the Constitution and laws of the State of Alaska, whose address is Land Management, 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438 ("Seller"), and _____ _____ whose address is _____, _____, _____ ("Buyer").

WHEREAS, Seller is the owner of that certain real property located in the _____ _____ Recording District, _____ Judicial District, State of Alaska, and more particularly described as follows:

TOWNSHIP _____, RANGE _____, _____ MERIDIAN

SECTION __: _____

According to the _____
_____
_____
_____.

("Property"); and

WHEREAS, Buyer has made an offer to purchase the Property, as evidenced by an offer dated _ _____, and Seller is willing to sell the Property.

NOW, THEREFORE, in consideration of the promises herein contained, Seller hereby agrees to sell to Buyer, and Buyer 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 _____ _____ **($_____)** and shall be paid as follows:

a. _____ _____**($_____)**, as the down payment, representing **TEN PERCENT (10%)** of the offer price contained in the offer dated _____ _____, in the form of a cashier's check or money order, has been paid upon the submittal of the offer to Seller, and shall be held by Seller, until closing, at which time this payment shall be credited to Buyer, or until this Agreement is otherwise terminated and it is disbursed in accordance with the provisions of this Agreement.

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b. _____ _____ **($_____)**, representing the balance of the Purchase Price, shall be paid, in the form of a cashier's check or money order, in full at the time of closing.

2. CONDITION PRECEDENT IF PURCHASE PRICE IS ONE MILLION DOLLARS ($1,000,000) OR MORE. If the Purchase Price is **ONE MILLION DOLLARS ($1,000,000)** or more, then the Seller's obligation to close this transaction pursuant to Section 5 of this Agreement shall be expressly subject to the approval of this transaction by the University of Alaska Board of Regents. If the approval of the Board of Regents is not obtained within **NINETY (90) DAYS** of the Effective Date of this Agreement, then this Agreement shall terminate and be of no force and effect, and each party shall bear its own costs.

In the event that the Board of Regents does not approve this transaction within **NINETY (90) DAYS** of the Effective Date:

a. Buyer shall be entitled to the return of all payments heretofore paid to Seller, except where Buyer is in default of this Agreement pursuant to Section 7 hereof.

b. Buyer waives all rights to claim or demand damages resulting therefrom.

3. TITLE. Title shall be issued to Buyer as _____ _____. Seller does not warrant title to the Property. Prior to closing, Seller, through Seller's title insurance agency and at Seller's expense, shall provide Buyer with a Preliminary Commitment for Title Insurance ("Preliminary Commitment") relating to the Property. It is agreed that Buyer shall notify Seller, in writing, within **FIFTEEN (15) DAYS** of the date of the Preliminary Commitment specifying any defect(s) in title. Seller shall, at its option, correct said defect(s) prior to the date of closing. If Seller intends but is unable to correct said defect(s) on or before the date of closing, at Seller's option and upon written notice to Buyer on or before the date of closing, the date of closing shall be extended up to **NINETY (90) DAYS** for the purpose of correcting said defect(s). If title cannot be made insurable or Seller declines to cure said defect(s), this Agreement shall terminate and all payments made by Buyer heretofore shall be returned to Buyer and Seller shall have no further liability to Buyer, or any third party, for the termination of the sale. It is agreed that Buyer shall have the option of waiving any defect in title and Seller shall not be liable for any damages by reason of said defect(s) in title. The failure of Buyer to identify any defect in title shall be deemed Buyer's acceptance of and satisfaction with title. Title shall be delivered at the time of closing by Quitclaim Deed. The Owners' Policy will be issued thereafter by the respective title agency. The sale provided for herein and the conveyance to be made hereunder shall be fully subject to all encumbrances, including but not limited to patents, easements, access to public waters, conditions, taxes, assessments, zoning regulations, rights-of-way, exceptions and restrictions of record and reservations of oil, petroleum, gas, coal, ore, minerals, fissionable materials, geothermal resources, fossils or other rights and interests gaseous, liquid and solid, in and under the Property. **Seller's liability for defective title discovered after closing shall be limited to all monies paid to Seller towards the purchase of the Property up and to the date of said discovery. Seller shall have no further liability to Buyer, or third party, for the defective title.**

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4. CLOSING COSTS. Buyer agrees to pay all closing costs, with the exception of the Preliminary Commitment and Owners' Policy described in Section 3, above, and the Broker's commission, if any, as described under the terms and conditions of the University of Alaska Brokers' Land Sale Program.

5. CLOSING. Buyer and Seller agree that within **NINETY (90) DAYS** from the Effective Date of this Agreement:

a. Both parties shall execute any and all documents necessary to close and transfer title.

b. Buyer shall pay to Seller all closing costs.

6. POSSESSION. Possession shall be delivered to Buyer at time of closing.

7. DEFAULTS AND REMEDIES. Buyer and Seller agree that in the event Buyer fails to make any payment required under the terms of this Agreement, perform all of its obligations hereunder, or submit or execute any and all documents and papers necessary in connection with the closing and transfer of title within the time periods specified in this Agreement, Seller, may at its option:

a. Hold and retain **all** payments heretofore made by Buyer toward the Purchase Price as liquidated damages and not as a penalty for breach of this Agreement and rescind and terminate this Agreement and all rights and obligations of the parties hereunder shall cease and the Seller shall be free to accept another offer; and/or

b. Enforce the Agreement by appropriate legal action, including an action for specific performance or for damages for breach and retain all monies paid pending determination of such action.

In the event that Seller fails to perform all of its obligations hereunder, Buyer shall be entitled to the return of all payments heretofore paid to Seller. It is specifically acknowledged that Buyer waives all rights to claim or demand damages caused by the default or specific performance of this Agreement. Upon return to Buyer of all payments heretofore made, the parties will be discharged from any further obligations and liabilities to each other.

8. DOCUMENTS. Buyer acknowledges that Buyer has had the opportunity to review all documents necessary to close and transfer title and by signing this Agreement, Buyer hereby approves the use of any and all documents required to close this transaction. Buyer further acknowledges that in the event of ambiguity between the Agreement and any other documents related to the closing of this transaction, the Agreement shall control and shall be deemed to have been prepared equally by both parties and shall be construed accordingly.

9. RISK OF LOSS. In the event of damage to the Property by fire, storm, burglary, vandalism or other casualty between the date of this Agreement and closing, this Agreement, shall

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at Buyer's election, immediately become null and void and all payments heretofore paid to Seller shall be returned to Buyer and the parties shall be relieved of further obligations under this Agreement. Should Buyer elect to carry out this Agreement despite any unrepaired damage, Seller shall not be liable to restore the Property or pay damages to Buyer, nor shall Buyer be entitled to the proceeds of any insurance policies carried by or for Seller's benefit.

10. INDEMNITY. Buyer agrees that Buyer shall indemnify, defend and hold the Seller, its Board of Regents, officers, employees, agents, and representatives harmless from and against any and all loss, expense, damage, claim, demand, judgment, fee, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever, whether arising on account of damage to or loss of property, or personal injury, emotional distress or death arising directly or indirectly in connection with Buyer's purchase, use, presence on, or ownership of the Property, whether the same arises before or after the closing of the Property. This indemnification does not apply to instances where the injury is caused by the Seller's gross or sole negligence or intentional misconduct. In the event any part of this indemnification clause is determined to be contrary to law or public policy, Buyer agrees to provide the Seller with the maximum indemnification allowed by law.

11. HAZARDOUS MATERIAL AND FUEL.

a. As used in this Agreement, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Alaska, or the United States. Hazardous Material also includes petroleum products and petroleum by-products.

b. Buyer agrees Buyer, its employees, agents, representatives, contractors, subcontractors or invitees, may not cause or permit any Hazardous Material to be brought upon, kept, used, or permitted in or about the Property by Buyer, prior to Buyer's ownership, possession or control of the Property. If **(i.)** Buyer, its employees, agents, representatives, contractors, subcontractors or invitees, breach these obligations, or **(ii.)** the presence or release of Hazardous Material on the Property caused or negligently permitted by Buyer, its employees, agents, representatives, contractors, subcontractors, or invitees, results in injury, illness, or contamination of the Property, or **(iii.)** contamination of the Property by Hazardous Material otherwise occurs by the acts of Buyer, its employees, agents, representatives, contractors, subcontractors or invitees, then Buyer shall indemnify, defend, and hold Seller, its Board of Regents, officers, employees, agents and representatives harmless from any and all claims, judgments, damages, penalties, fees, costs, liabilities, or losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction of usable space or of any amenity of the Property, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees) which arise **prior to or after the closing of this sale** as a result of such contamination. This indemnification of Seller by Buyer includes, without limitation, costs incurred in connection with defense, enforcement, or substantiation of any provisions of this Agreement, any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local government agency or political subdivision because of Hazardous

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Material present in the soil or groundwater on or under the Property. Additionally, if the presence of any Hazardous Material on the Property caused or negligently permitted by Buyer results in any contamination of the Property, Buyer shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property. Seller's approval of such remedial actions shall first be obtained, but approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Property.

c. The obligations arising under this Section shall survive all closings.

d. Nothing in this Section is intended to relieve Buyer, its employees, agents, representatives, contractors, subcontractors or invitees from any responsibility imposed by any government agency dealing with Hazardous Materials.

12. WARRANTIES. Buyer acknowledges that Buyer has inspected the Property. Buyer further acknowledges that Seller makes no warranties, either express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the Property, to include, without limitation, the soil conditions, water drainage, suitability of the Property for onsite wastewater disposal, and natural or artificial hazards which may or may not exist on the Property.

Buyer further acknowledges that Seller is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property including, without limitation:

a. The value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property;

b. The manner or quality of the construction or materials incorporated into any of the Property; and

c. The manner, quality, state of repair or lack of repair of the Property.

Buyer agrees that with respect to the Property, Buyer has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any agent of Seller. Buyer represents that Buyer has had the opportunity to consult with legal counsel or other consultants regarding this transaction and that Buyer is relying solely on its own expertise and that of Buyer's consultants, and that Buyer will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and upon closing, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Buyer's inspections and investigations. Buyer acknowledges and agrees that upon closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "as is where is," with all faults, including

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such faults that cannot be observed by a casual inspection and there are no oral agreements, warranties or representations (except as herein specifically provided), collateral to or affecting the Property by Seller, any agent of Seller or any third party acting for or on behalf of Seller. Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or other person. Moreover, Buyer's closing hereunder shall be deemed to constitute an express waiver of Buyer's or its successors and assigns right to sue Seller and of Buyer's right to cause Seller to be joined in an action brought under any federal, state or local law, rule, act or regulation which prohibits or regulates the use, handling, storage, transportation or disposal of a hazardous or toxic substance or which requires removal or remedial action with respect to such hazardous or toxic substance, specifically including but not limited to "CERCLA" and "SARA." The terms and conditions of this Section are a material inducement for Seller's entering into this Agreement and shall expressly survive the closing hereunder.

13. ASSIGNMENTS. This Agreement may not be assigned without the written approval of Seller, which may be withheld for any reason. Subject to receipt of such approval from Seller, this Agreement shall be binding on and shall inure to the benefit of the parties and their heirs, successors and assigns.

14. ENTIRE AGREEMENT. This Agreement, the _____ Disposal Plan (which is incorporated herein by reference) and any other 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 Seller and Buyer.

15. MISCELLANEOUS.

a. Buyer agrees to comply with the Declaration of Covenants, Conditions, and Restrictions of record, if any, affecting the Property.

b. Buyer and the Seller hereby acknowledge that the Property may have a physical structure on it. Nonetheless, Buyer and the Seller are fully aware and understand that the Property is not being offered for sale as residential real property with habitable improvements, Buyer and Seller agree that the Property currently contains no single or multi-family dwelling unit, and Buyer and Seller further agree that the provisions of Alaska Statute 34.70 et seq. relating to disclosures in residential real property transfers do not apply to this transfer. Buyer hereby unconditionally releases the Seller from and against any and all liability to Buyer, both known and unknown, present and future, for any damages to Buyer arising as a result of any structure which may be located on the Property and Buyer hereby assumes any and all risk that may arise from the presence of any structure on the Property. If it is ever determined that the Property contained a single or multi-family dwelling unit on the date of Closing, the Buyer and the Seller agree to execute a waiver pursuant to AS 34.70.110.

d. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

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e. Inapplicability or unenforceability of any provision of this Agreement or any instrument executed and delivered pursuant hereto shall not limit or impair the operation or validity of any other provisions of this Agreement or any such other instrument.

f. The waiver of any breach or default under any of the terms of this Agreement shall not be deemed to be nor shall the same constitute a waiver of any subsequent breach or default.

g. Both parties represent and warrant that they have the authority to enter into this Agreement.

h. This Agreement shall be construed and interpreted under the laws of the State of Alaska.

i. Time is of the essence in the performance of this Agreement.

This Agreement is effective when fully executed by both parties and survives all closings.

BUYER:	**SELLER:**
_____	_____
Date	By: Date
	Its:
	UNIVERSITY OF ALASKA

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