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REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT ("Agreement") dated this ____ day of _____, 20____, by and between the CITY AND BOROUGH OF [REDACTED], (or "Donee") and the [REDACTED], a private, notforprofit organization (or "Donor").

WHEREAS, Donor is or will be the owner of approximately [REDACTED] acres of land in the [REDACTED] valley which is highly valued for its fen and riverine wetland habitats, fisheries, and natural, openspace, recreational values;

WHEREAS, the Donor has secured funding for the purchase of the property subject to the terms of an agreement between [REDACTED] Alaska and the donor;

WHEREAS, as a condition of receipt of the funds for the purchase of the Property, the Donor has agreed to protect it, in perpetuity, for its conservation values, and to donate it to the Donee as an addition to the [REDACTED] for the public benefit and use consistent with such protection; and

It is agreed as follows:

1. Agreement to Convey.

Donor hereby agrees to convey to Donee and Donee hereby agrees to accept the donation from Donor, of all that certain parcel of land lying and being situated in the City and Borough of [REDACTED] containing approximately [REDACTED] acres and being more particularly described as Lot [REDACTED], [REDACTED] Subdivision, [REDACTED] Recording District, together with the following:

a. All the rights and appurtenances pertaining thereto, including any right, title, and interest of Donor in and to adjacent streets, roads, alleys, and rights of way; (for potential installation of underground utilities in accordance with easement provisions)

b. Such other rights, interests, and properties as may be specified in this Agreement to be conveyed, transferred, assigned or conveyed by Donor to Donee.

c. A condition precedent to the closing of the transfer of the Property subject to this Agreement is approval and execution by the [redacted] of Attachment A, Deed of Conservation Easement for [redacted] Lot 4.

2. Donor's Ownership; Leases

[redacted]
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Donor warrants and represents that it is or will be the sole fee simple owner of the Premises and has all necessary authority to sell the Premises; there are no other contracts for sale or options involving the Premises; no other party has any right, title, or interest in the Premises; and there are no leases affecting or relating to the Premises. Between the date Donor executes this Agreement and Settlement, Donor shall not subject the Property to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the Property without the written consent of the Donee.

3. Actions or Suits

Unless set forth by Donor in an attachment to this Agreement, Donor warrants and represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of the Donor, threatened against Donor in connection with the Premises, and there is no outstanding order, writ, injunction, or decree of any court or governmental agency affecting the Premises.

4. Proffers and Commitments.

Donor represents there has not been made and will not be made, without Donee's consent, any proffers or other commitments relating to the Premises, which would impose any obligation on Donee or its successors and assigns, after Settlement, to make any contribution of money or dedications of land or to construct, install, or maintain any improvements of a public or private nature on or off the Premises.

5. Other Agreements.

Donor warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Donor is a party or by which it or the Premises is bound, or any judgment, decree, order, or award of any court, governmental body, or arbitrator, or any law, rule, or regulation applicable to Donor.

6. Settlement.

a. Settlement and delivery of possession shall be within fortyfive (45) business days of the Assembly approval of Resolution XX, allowing a reasonable time for preparation of documents (“Settlement”). Settlement shall be held at the offices of [REDACTED] as the “Settlement Agent,” or at such other place as the parties may agree. Donor shall deliver to Donee, at Settlement, a fully executed warranty deed conveying the Premises in fee simple to Donee, (“Deed”).

b. Donor shall deliver to Donee at Settlement an affidavit, on a form acceptable to Donee or Donee’s title insurance company, signed by Donor, that no labor or materials have been furnished to the Premises within the statutory period for the filing of mechanics’ or

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materialmen’s liens against the Premises, or if labor or materials have been furnished during the statutory period, an affidavit that the costs thereof have been paid in full.

c. Donor agrees to execute at Settlement any affidavit or forms required by the Internal Revenue Service to report this transaction and/or to exempt the Donee from any withholding requirements under applicable law.

d. Donor agrees to deliver to Donee or Settlement Agent the following at or prior to Settlement:

- (i) The fully executed Deed.
- (ii) The signed closing or settlement statement prepared or approved by Settlement Agent; and
- (iii) Any other documents reasonably required by Settlement Agent or Donee.

7. Title.

The Premises shall be conveyed free from all mortgages, deeds of trust, liens, security interests, and other financial encumbrances.

8. Expenses of Settlement.

- a. Donee shall pay for its own attorney's fees as well as other charges customarily paid by a Donee of real estate in Alaska.
- b. Donor shall pay for the preparation of the Deed, any other documents it is required to provide hereunder, and its own attorney's fees as well as other charges customarily paid by a Donor of real estate in Alaska.
- c. All real estate taxes, assessments, utility charges, and rent, if any, shall be prorated as of Settlement.

9. Risk of Loss.

All risk of loss or damage to the Premises shall be born by Donor until Settlement. However, in the event of any damage to the Premises prior to Settlement, Donee shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Settlement as required hereunder, conditioned upon Donor assigning all its interest in insurance or other payments for loss or damage to the Premises.

10. Default.

In the event of any default, the nondefaulting party shall be entitled to pursue any remedies at law or in equity in connection with the default of the other party. The election to terminate this Agreement under the terms hereof shall not constitute a default.

11. Prior Agreements; Merger.

[REDACTED]

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This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them. No representations, warranties, conditions, or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be amended, altered, or modified except by an instrument in writing signed by the party sought to be charged therewith.

12. Miscellaneous.

Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and permitted assigns. No assignment of this Agreement shall be permitted except with the written consent of the other party, which consent shall not be withheld unreasonably. The warranties, representations, and terms of this Agreement shall survive delivery of the Deed and shall not be merged therein.

13. Notices.

Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if delivered in hand, as follows:

If to Donee:

[Redacted]
Attn: [Redacted]

If to Donor:

[Redacted]

14. Governing Law.

Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Alaska.

15. Execution and Delivery of Agreement.

a. The date upon which this Agreement shall be finally executed by the authorized representative of Donee and Donor shall be the effective date ("Effective Date") hereof.

[Redacted]

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

DONOR:

[Redacted]

By:

[Redacted]

Name: _____
Title: _____
Date: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss:
)

THIS IS TO CERTIFY that on the ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the identical individual(s) described in and who executed the foregoing instrument as the _____ which executed the above and foregoing instrument; who on oath stated that s/he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he/she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Notary Public in and for the State of Alaska
My Commission Expires: _____

DONEE:

CITY AND BOROUGH OF _____

By: _____
City and Borough Manager

Date: _____

Approved as to form: _____ Law Department

Approved as to substance: _____ Lands and Resources Manager

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STATE OF ALASKA)
) ss:
 [REDACTED] JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared [REDACTED] to me known to be the identical individual(s) described in and who executed the foregoing instrument as CITY and BOROUGH MANAGER of the CITY AND BOROUGH OF [REDACTED], ALASKA, a municipal corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Notary Public in and for the State of Alaska
My Commission Expires: _____

[REDACTED]