

**Petersburg Borough, Petersburg, Alaska
RESOLUTION #2020-14(B)**

**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF PARCEL #01-006-484
LOCATED AT 705 IRA II STREET BY SEALED COMPETITIVE BID**

WHEREAS, the Borough owns property located at 705 IRA II Street, more particularly described as follows ("the property"):

Lot 5A, Block 87, Southeast Addition, according to the plat filed on April 17, 1969 as Plat 69-202 and the Notice of Minor Lot Consolidation recorded on March 31, 2016 as Document #2016-000195-0, Petersburg Recording District, First Judicial District, State of Alaska (Borough parcel # 01-006-484);

and

WHEREAS, the property has a 2020 assessed value of \$36,000; and

WHEREAS, the property has previously been determined not needed for a public use, and was included in a public land sale authorized under Assembly Resolution #2016-14; and

WHEREAS, the property was not purchased in the land sale, nor over-the-counter for the one-year period thereafter as permitted under PMC 16.12.150; and

WHEREAS, a number of parties have now expressed interest in purchasing the parcel; and

WHEREAS, the Assembly wishes to offer the parcel for public sale by sealed competitive bid.

THEREFORE, BE IT RESOLVED by the Assembly of the Petersburg Borough:

Section 1: Pursuant to PMC 16.12.100(D)(2), said property shall be sold at public sale by sealed competitive bid. Bids must be received by the Borough Clerk at the Municipal Building (12 S. Nordic Drive) in a sealed envelope no later than 10:00 a.m. on Wednesday, September 2, 2020. The bids shall be opened publicly via zoom or other video communication system at 12:00 p.m. Wednesday, September 2, 2020 and will be submitted to the Assembly at the September 8, 2020 regular meeting. The minimum bid price is set forth below:

Parcel #	Legal Description	Physical Address	Assessed Value	Administrative Fee (advertising, surveying, title, deed recording, legal)	Minimum Bid
01-006-484	Lot 5A, BLK 87, Southeast Addition Subdivision, Plat 69-202	705 IRA II Street	\$36,000.	\$500	\$36,500.

Section 2: The Assembly finds that the property is not needed for a public purpose.

Section 3: Any individual participating in the public sale must be eighteen (18) years of age or older as of the date of submittal of a bid.

Section 4: Immediately following the Assembly's declaration of the highest qualified bid, the successful bidder, or bidder's legal representative, shall sign a Contract of Sale, in the form attached, whereby bidder agrees to purchase the property for the bid price, and further agrees to all other terms and conditions set forth in this Resolution and in the Contract of Sale.

Section 5: The Assembly does not require the construction of improvements within a specified period of time as a condition of a conveyance of this Borough property.

Section 6:

- a. The property will be conveyed via quitclaim deed, in form as attached hereto.
- b. The property is sold "as is, where is", in its current condition and with all faults.

The Borough expressly makes no representations regarding, and disclaims any liability for, the property, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned.

- c. All bidders should personally inspect the property and make their own determination as to whether the land will meet their needs. The bidder assumes the entire risk as to a property's quality and suitability for intended use. All future uses of the land must comply with applicable federal, state and municipal laws.

Section 7: The successful bidder shall pay a minimum of five percent (5%) of a property's total purchase price as a deposit within fourteen (14) calendar days of the expiration of the appeal period set out in PMC 16.12.110A, and the remaining balance in full within ninety (90) calendar days thereafter. If an appeal of the bid award is timely filed under PMC 16.12.110, the deposit is due from the successful bidder within fourteen (14) calendar days of the decision on the appeal by the Assembly, and the remaining balance is due in full within ninety (90) calendar days thereafter. A quitclaim deed shall not be issued until payment in full of the purchase price has been made. If a purchaser fails to timely make payment in full, the deposit is forfeited to the

Borough unless an extension of no more than ten (10) calendar days to pay the balance is authorized in writing by the Borough Manager.

Section 8: If the property is not sold at the public sale, it may be sold on a first-come, first-serve basis under PMC 16.12.150.

Section 9: In the event a purchaser defaults, by either failing to timely make the required deposit, or by failing to pay the remaining purchase price within the required period, the purchaser shall have no further rights to purchase the property under the public sale, and the property shall become available for over-the-counter sale, on a first-come, first serve basis, for the amount equal to the highest qualified bid offered at the public sale. In the event that more than one offer is received by the Borough on the same calendar day for purchase of a property, the purchaser shall be chosen by lot.

Section 10: The Borough Manager is authorized to sign, on behalf of the Borough, the conveyance documents.

EFFECTIVE DATE. This resolution shall become effective on the day after the date of its passage.

Passed and Approved by the Petersburg Borough Assembly on August 17, 2020.

Mark Jensen, Mayor

ATTEST:

Debra K. Thompson, Clerk

Parcel #: 01-006-484

Physical Address: 705 IRA II Street (Corner of IRA II and 8th street)

Zoned: Single Family – Residential

Legal Description: Lot: 5A; BLK: 87; Subdivision: Southeast Addition; Plat: 69-202; US Survey: 1252; Section: 27; Township: 58S, Range: 79E

Size: 10,000 sq ft

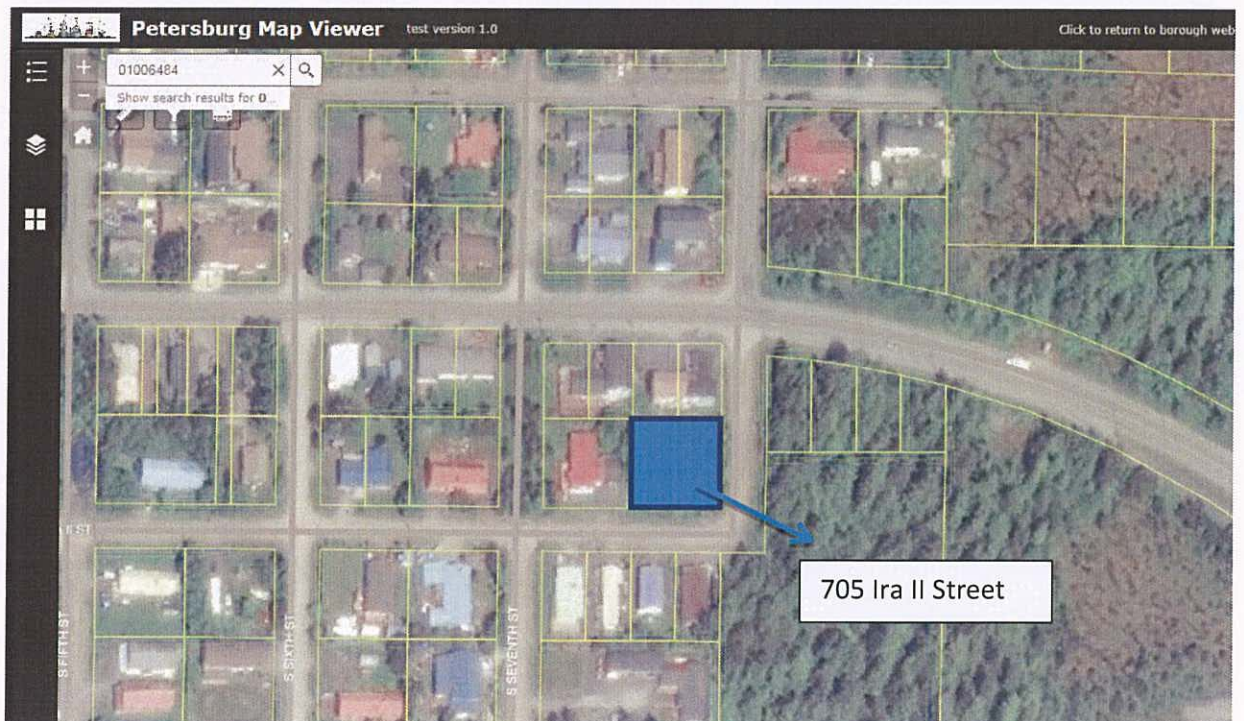
Assessed Value: \$36,000.

Electric: Electric Available

Water/Wastewater: Public water and sewer mains exist adjacent to property, however it appears that no services have been previously stubbed out to the property line. Water and sewer connections will be the responsibility of the purchaser.

Other comments

Title search done on 1-11-16 by Southeastern Title Agency, Inc. This is a corner lot.



CONTRACT OF SALE

This contract of sale is made between the Petersburg Borough, whose address is P.O. Box 329, Petersburg, Alaska, 99833, hereinafter the Seller, and _____, whose address is _____, hereinafter the Buyer. If Buyer is an individual, s/he represents that s/he is 18 years of age or older. If this contract of sale is being executed by Buyer's authorized representative, the written authorization, or copy thereof, is attached hereto.

1. Upon the following terms and conditions, and those set out in Assembly Resolution 2020-_____ of the Petersburg Borough, Seller hereby agrees to sell and convey, and Buyer agrees to purchase, the following described real property:

Lot 5A, Block 87, Southeast Addition, according to the plat filed on April 17, 1969 as Plat 69-202 and the Notice of Minor Lot Consolidation recorded on March 31, 2016 as Document #2016-000195-0, Petersburg Recording District, First Judicial District, State of Alaska (Borough parcel # 01-006-484 located at 705 Ira II Street);

2. (a) The total purchase price is \$_____, payable as follows: A deposit equal to a minimum of five percent (5%) of the purchase price shall be paid to the Seller within five (5) business days of the date of execution of this contract of sale, and the balance of the purchase price shall be paid in full to the Seller within ninety (90) calendar days of execution of this contract of sale. Conveyance of the property to the Buyer shall be by quitclaim deed upon payment of the full purchase price.

(b) In the event that an appeal of the bid award is filed and the bid award to Buyer is upheld in the decision on appeal by the Assembly, the deposit is due within five (5) calendar days of the Assembly's decision, and the balance of the purchase price shall be paid in full within ninety (90) calendar days of the Assembly's decision.

(c) If the Buyer defaults, by either failing to timely make the required deposit or by failing to timely pay the balance of the purchase price, any deposit made by Buyer shall be forfeited to the Seller and the Buyer shall have no further rights whatsoever to purchase the property. This section is not intended to limit any other legal remedy available to the Seller.

3. The property, and any improvements located thereon, is sold "as is, where is", in its current condition and with all faults. The Seller expressly makes no representations regarding, and disclaims any liability for, the property, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use.

4. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned. The property is sold

subject to all other liens, encumbrances, and conditions, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property.

IN WITNESS WHEREOF, this contract of sale has been duly executed by the parties thereto.

SELLER, Petersburg Borough

Stephen Giesbrecht
Borough Manager

Date: _____

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed and on behalf and under proper authority of the Petersburg Borough for the uses and purposes therein mentioned.

WITNESS my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

BUYER

Name of Buyer (please print)

Signature

Date: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared _____, to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, Alaska, who executed the foregoing instrument, and acknowledged to me that he executed said document under legal authority and with knowledge of its contents; and that such act was performed freely and voluntarily under the premises and for the purposes stated therein.

WITNESS my hand and official seal this ____ day of _____, 2020.

Notary Public in and for Alaska
My commission expires: _____

Return to:

Petersburg Borough Clerk
PO Box 329
Petersburg, AK 99833