



Petersburg Borough, Alaska

Land Disposal Application

(\$500.00 non-refundable filing fee required)

Form must be completed in its entirety to be considered

Office Use:
Rec'd. by: [Signature]
Fee: \$500.00
Date Rec'd: 5/3/21
check # 1004

Date: April 29, 2021

This is a request for land disposal via (circle one):
Lease Purchase Exchange Other

Parcel ID #(s) of Subject Property:
01003521

Proposed term of lease:
(total years)

Legal Description of Property:
LOT 6A PLAT 2016-3

Current Zoning of Property:
SFR

Applicant Name: Ryan MK Littleton

Applicant Mailing Address: PO Box 2043

Applicant Contact Info:
(phone and/or email) 907/518-1990

fishak1974@gmail.com

1. Size of Area requested (identify the minimum area necessary in square feet): 18,283.2

2. Attach a map showing the location of the land requested. Map must show surrounding area with the land requested clearly marked with bolded borders or highlighted color.

3. Narrative on use of property: Explain proposed use of land and when use is expected to begin and end. Include any planned new construction or renovation, including time-frame when construction or renovation will be completed and type of materials to be used. Provide the estimated dollar value of proposed improvements. Explain the value of the proposal to the economy of the borough and any other information you feel should be considered. (attached additional sheet if necessary)

Acquisition through Sale for a SF residence to be built.

4. Name and address of all adjacent land owners or lessees, including upland owner(s) if applicable: (attach additional sheet if necessary)

John Fortna
Rebecca Fortna

DAVID Cushing
Marlene Cushing

5. Are there any existing permits or leases covering any part of the land applied for?

____ Yes No If yes, please check one: (____ Lease ____ Permit)

Describe the type of permit or lease, if applicable, and the name and last known address of the permittee or lessee: _____

6. What local, state or federal permits are required for the proposed use? (list all)

Building permits / utility permits

7. If applicant is a corporation, provide the following information:

N/A

A. Name, address and place of incorporation: N/A

B. Is the corporation qualified to do business in Alaska?: Yes No

Name and address of resident agent: N/A

8. Why should the Planning Commission recommend Assembly approval of this request?

My intended use falls within code
and approved zoning use

9. How is this request consistent with the Borough's comprehensive plan?

A house to be built is in accordance with
local zoning rules.

10. Prior to submitting this application, please verify with pertinent Borough Departments that the land requested for lease, purchase or exchange is not needed for a public purpose by speaking with the appropriate personnel in the Electric, Water, Wastewater, Community Development, Harbor or Public Works Departments and obtain their comments and signatures below. (attach additional sheet if necessary):

Department Comments: Please see attached emails from Com Dev
& the Utility Director (Elec, W, WW) stating the Borough
does not need this parcel for a public purpose.

Debra K. Thompson, Clerk
Signature of Department Commenter

Department Comments: Verbal confirmation with PW Director
that this parcel is not needed for a public purpose.
5/3/2021

Debra K. Thompson, Clerk

Signature of Department Commenter

Department Comments: _____

Signature of Department Commenter

Department Comments: _____

Signature of Department Commenter

NOTICE TO APPLICANT(s):

Applicant will be required to pay a non-refundable filing fee with the Borough of \$500 to cover estimated costs of: a title report, survey, legal fees, postage, recording fees, public noticing and advertising and other costs incidental to the processing of this application.

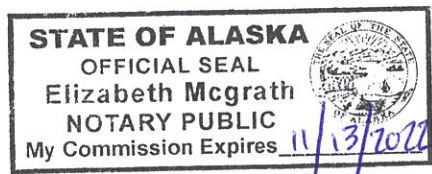
I hereby certify that I have received and reviewed a copy of Petersburg Municipal Code Chapters 16.12 and 16.16 (as they may pertain to my particular application) and understand the Code requirements. I further certify I am authorized to sign this application on behalf of the applicant.

Please sign application in the presence of a Notary Public.



Applicant/Applicant's Representative

Subscribed and sworn to by April 29 2021, who personally appeared
before me this 29th day of April, 2021.





Notary Public

Notary Public in and for the State of Alaska. My Commission Expires: 11/13/2022

Debra Thompson

From: Karl Hagerman
Sent: Friday, April 23, 2021 11:24 AM
To: Debra Thompson; Liz Cabrera; Chris Cotta
Cc: Stephen Giesbrecht
Subject: RE: 306 Sandy Beach Road

My utilities do not need this parcel for any public purpose.

Thanks,

Karl Hagerman
Utility Director
Petersburg Borough
PO Box 329
Petersburg, Alaska 99833
Phone 907-772-4203
Direct Line 907-772-5421
Fax 907-772-9287

From: Debra Thompson <dthompson@petersburgak.gov>
Sent: Friday, April 23, 2021 11:22 AM
To: Liz Cabrera <lcabrera@petersburgak.gov>; Karl Hagerman <khagerman@petersburgak.gov>; Chris Cotta <ccotta@petersburgak.gov>
Cc: Stephen Giesbrecht <sgiesbrecht@petersburgak.gov>
Subject: 306 Sandy Beach Road

All,

I've had some interest lately in the parcel at 306 Sandy Beach Road that we offered for sale in the January 2017 auction and we may receive an application to purchase soon. Unfortunately, code says we have to go through the entire process again (Planning Commission, public sale, etc.) because it has been over a year since it was offered for sale. So, to aid the possible applicant(s) in the process, I thought I would email you to ask if your Department's view has changed regarding whether we need to keep this parcel for a public purpose. I told Sara that WE WANT TO SELL THIS PROPERTY, but she insists on following the process since things may have changed over the last 4 years.

Thanks if you could reply at your earliest convenience. 😊
Debbie

Debra K. Thompson, CMC
Borough Clerk/Human Resources Director

Petersburg Borough

Debra Thompson

From: Liz Cabrera
Sent: Monday, May 3, 2021 4:05 PM
To: Debra Thompson
Subject: RE: 306 Sandy Beach Road

Community Development has no objection to sale of this property.

From: Debra Thompson <dthompson@petersburgak.gov>
Sent: Friday, April 23, 2021 11:22 AM
To: Liz Cabrera <lcabrera@petersburgak.gov>; Karl Hagerman <khagerman@petersburgak.gov>; Chris Cotta <ccotta@petersburgak.gov>
Cc: Stephen Giesbrecht <sgiesbrecht@petersburgak.gov>
Subject: 306 Sandy Beach Road

All,

I've had some interest lately in the parcel at 306 Sandy Beach Road that we offered for sale in the January 2017 auction and we may receive an application to purchase soon. Unfortunately, code says we have to go through the entire process again (Planning Commission, public sale, etc.) because it has been over a year since it was offered for sale. So, to aid the possible applicant(s) in the process, I thought I would email you to ask if your Department's view has changed regarding whether we need to keep this parcel for a public purpose. I told Sara that WE WANT TO SELL THIS PROPERTY, but she insists on following the process since things may have changed over the last 4 years.

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Debbie

Debra K. Thompson, CMC
Borough Clerk/Human Resources Director

Petersburg Borough
907-772-5405



Land Purchase and Sale Agreement

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc



Dated 04/29/2021 Brokerage Names _____ AK MLS ID # _____ Brokerage Ph _____
 Listing Brokerage: N/A
 MLS# 00000000 Selling Brokerage: Anchor Properties 5045 772-3300

Licensee Names	License #	Direct Ph	Cell Ph	Email Address
Listing 1: _____	_____	_____	_____	_____
Listing 2: _____	_____	_____	_____	_____
Selling 1: <u>Bennett McGrath</u>	<u>18631</u>	<u>772-3300</u>	<u>518-1482</u>	<u>bennett@homespetersburg.com</u>
Selling 2: _____	_____	_____	_____	_____

Licensee Relationships: The Seller and Buyer acknowledge the following:

- a) **Listing Licensee 1** is representing the Seller only (may assist the Buyer); or is assisting both the Buyer and Seller as a Neutral Licensee; or is assisting the Seller without representation.
Listing Licensee 2 is representing the Seller only (may assist the Buyer); or is assisting both the Buyer and Seller as a Neutral Licensee; or is assisting the Seller without representation.
- b) **Selling Licensee 1** is representing the Buyer only (may assist the Seller); or is assisting both the Buyer and Seller as a Neutral Licensee; or is representing the Seller only (may assist the Buyer); or is assisting the Buyer without representation.
Selling Licensee 2 is representing the Buyer only (may assist the Seller); or is assisting both the Buyer and Seller as a Neutral Licensee; or is representing the Seller only (may assist the Buyer); or is assisting the Buyer without representation.

1) **Buyer(s)**, Ryan MK Littleton, hereby deposit(s) earnest money of five hundred dollars (\$ 500) Dollars evidenced by: Cash Personal Check Cashier's Check Note, Due on _____, (date) Or _____ shall be held in trust by Listing Broker Selling Broker as earnest money on and part payment for the purchase of real property and improvements situated in Petersburg Borough (city or area) 99833 (zip), in the First Judicial Recording District, State of Alaska, described as:

306 Sandy Beach Road Petersburg AK 99833 (Address)
Lot 6A plat 2016-3 block 231 section 26 (Legal) (the Property).

2) **Purchase Price:** sixty one thousand dollars exactly 00/100 (\$ 61,000) Dollars
 Down Payment (including earnest money shown above) \$ or % _____

3) **Terms:** Check one below:
 a) **All Cash Offer:**
 No loan is needed to purchase the Property; Buyer shall provide Seller written third-party documentation verifying sufficient funds to close no later than 05/12/2021 (date) 5:00 AKDT(time). Seller shall have three (3) business days after receipt of documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds verification of funds unacceptable, Seller may terminate this Purchase Agreement. Failure of Seller to provide Buyer written notice of objection shall be considered acceptance of verification of funds.

b) **New Financing: Recording is contingent upon Buyer obtaining financing as follows:**
Lender: _____
 i) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the Lender for processing of loan application. Buyer agrees the interest rate offered by Lender is not a contingency of this Purchase Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time, Brokers and Licensees are not responsible for representations or guarantees as to availability of any loans, project and/or property approvals or interest rates.
 ii) On or before _____, (date) Buyer agrees to make a good faith loan application with Lender.
 iii) If Buyer does not reveal a fact or contingency to the Lender and this purchase does not record because of that nondisclosure after initial application, the Buyer shall be in default.

R2 / / Buyer(s) Initials / / Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:

Address 306 Sandy Beach Road Petersburg AK 99833

Legal (the Property): Lot 6A plat 2016-3 block 231 section 26

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- iv) On or before N/A, (date) the Buyer will provide the Seller a pre-approval letter from the Lender verifying the following items: a satisfactory credit report, acceptable income, source of down payment, and availability of funds to close.
- v) In the event Buyer fails to provide Seller with above-mentioned letter or other acceptable verification by the date above, this Purchase Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within (3 if not filled in) days from date above.

c) Seller Financing:

- i) \$ payable at \$, or more, per month including % interest per annum for years, which shall include (check if applicable): a "Due on Sale" clause, and/or a "Right to Sue Under the Note" clause.
- ii) Buyer shall provide Seller with documentation, as required by Seller, verifying Buyer's ability to purchase according to the price, terms and conditions of the Purchase Agreement by , (date).
- iii) Seller Financing is contingent upon the Seller's approval of the above documentation on or before , (date). In the event Buyer fails to obtain Seller's approval, this Purchase Agreement shall automatically terminate.

4) Costs:

If applicable, the costs shall be paid by Buyer (B) or Seller (S) as indicated below. Costs payable by both Buyer and Seller to be shared equally. **Buyer to pay for any fees due to requirements of the lender not covered below.**

ITEM	B	S	ITEM	B	S	ITEM	B	S	ITEM	B	S
Lender Origination Fee			Credit Report			Owner Title Insurance		X	Tests for On-Site Systems:		
Commitment Fee			Reserves			ALTA Title Insurance			Well Flow (Quantity)		
Discount Points			Prepaid Interest			Recording Fee	X		Basic Water Quality		
Lender Doc. Prep Fee			Appraisal			Escrow Closing Fee	X		PIWA Water		
Lender Processing Fee			Resale Certificate /			Bank Set-Up Fee			Other Specified Water Test		
HOA Transfer/Doc Fees			Public Offer Statement			Assume/Transfer Fee			Septic Inspection		
HOA Assessments			Sales Tax			Assessments Levied			DEC/MOA/COSA Fees		
HOA Questionnaire			Tax Service Fee			Assessments Pending			Soils Test		
Attorney Doc Prep Fee	X		Annual Escrow Fee			Tax Registration			Percolations Test		
Brokerage Fee	X					Flood Certification			Corner Survey		

Buyer Acknowledges receiving copies of the following: CCR's Plat Property Disclosure

HOA Dues are: \$

5) Funds At Recording: Seller and Buyer agree before recording can take place, funds provided to the Closing Agent shall be in the following form: cash; interbank electronic transfer; money order; a certified check or cashier's check drawn on a financial institution located in the state; or any above combination that permits the Closing Agent to convert the deposit to cash not later than the next business day (AS 34.80.040).

Wire Transfer Warning: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc.) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. Parties are advised neither the Brokerage nor the Title Company will provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. The parties agree if they use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their licensees and the designated Title Company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

6) Prorations: Property taxes, interest on loans being assumed, prepaid rents, and HOA fees, if applicable, shall be prorated as of the date of recording.

7) Title/Survey:

- a) The Seller shall convey title by statutory warranty deed or .
- b) Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report and copies of the exceptions it discloses showing the condition of title to the Property.
- c) The Property may be subject to restrictions contained on the Plat; in the Deed; in covenants, conditions, and restrictions; or other documents noted in the preliminary title report.

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- d) Upon execution of this Purchase Agreement by all parties, Seller will, at Seller's Buyer's sole expense, order the report and exceptions by 05/04/2021 (Date) from Alaska Title & Escrow (Title Company) and furnish them to Buyer.
- e) Upon receipt of the report and exceptions, Buyer shall have 3 business days (three (3) if not filled in) within which to notify Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object, in writing, to any matters disclosed in the report shall constitute acceptance of the report.
- f) If, within 3 business days (three (3) if not filled in) following receipt of the objections, Seller fails to remove or correct the matters identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected prior to the recording date this transaction shall automatically terminate. After recording, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.
- g) Mineral rights may not pass with title to the Property.
- h) Neither Seller nor Seller's licensee make any representation as to the location of the lot corners or boundary lines. Buyer accepts sole responsibility for identifying and locating the corners and boundary lines of the lot.

8) Documents Required By Law:

- a) Buyer has has not received a copy of the **Alaska Real Estate Commission Consumer Disclosure**.
- b) **Sex Offenders:** The State of Alaska requires the registration of sex offenders residing within the State of Alaska (AS12.63.010). The Alaska Department of Public Safety is charged with maintaining the registry created. For more information, contact the Alaska State Trooper Post, Municipal Police Department or on-line at the State of Alaska /Department of Public Safety (<http://www.dps.state.ak.us>) Internet site by clicking on the Sex Offender Registry. As a buyer, it is your responsibility to independently investigate and verify for yourself the acceptability of a property with respect to these issues. (AS34.70.050). **If Buyer elects to terminate this agreement based upon this investigation, Buyer must provide Seller with written notice within the time set forth in Paragraph 12c.**
- c) The State of Alaska maintains a list of properties that have been identified by Alaska law enforcement agencies as illegal drug manufacturing sites, including meth labs. For more information on this subject and to obtain a list of these properties, go to <http://www.dec.state.ak.us>. **If Buyer elects to terminate this agreement based upon this investigation, Buyer must provide Seller with written notice within the time set forth in Paragraph 12c.**
- d) In the event a **Resale Certificate** or a **Public Offering Statement** is required by law for the transfer of this Property, it is hereby agreed that the time for the Buyer to review these documents begins at the date and time that the Buyer acknowledges in writing the receipt of these documents. **In the event that this Purchase and Sales Agreement terminates and Buyer has received a Resale Certificate or Public Offering Statement, the Buyer agrees to deliver the Resale Certificate or Public Offering Statement to Seller or Seller's Licensee immediately upon termination.**

9) Land Use:

- a) Buyer is advised to research land use, building regulations, and zoning affecting the Property.
- b) Title 21 Zoning Regulation Disclosure – Municipality of Anchorage: The Municipality of Anchorage is writing a new land use code. It is possible that the zoning map and/or use regulations for a property that you are considering purchasing could change. You may further research this process and possible changes to the property by contacting the Municipality of Anchorage Planning and Zoning Department online at www.muni.org.
- c) Title 17 Code Compliance Notice – Matanuska-Susitna Borough (MSB): If you are purchasing property in the MSB, please be advised that there are land use and building regulations in the Borough. You should be aware of these regulations and how they may affect any improvements or additions to the property that you purchase. In some cases, permits are required. Borough staff is available to assist you in determining whether any Borough regulations apply to your activity and help you to comply with those laws. Contact MSB Code Compliance Section at www.matsugov.us.
- d) Municipalities and Boroughs may change land use code of regulations, zoning and zoning districts at any time. It is possible that the zoning map and/or use regulations for a property that you are considering purchasing could change or zoning restrictions/regulations be implemented. Buyer is responsible for researching possible restrictions to the prospective property.
- e) The Property may be subject to pending assessments or local improvement district; the Buyer should make inquiries of the local government.

[Handwritten Signature]

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1 **10) Utilities:** Buyer is hereby made aware that there may be cost incurred to connect utilities to subject property. No rep-
2 resentation as to the availability or cost for actual utility services is made by Seller or Licensee or Broker. Buyer is re-
3 sponsible for researching possible utility service to the Property and the cost thereof.
4

5 **11) Agricultural Operation:** The Buyer is responsible for determining whether there is an agricultural operation that might
6 produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machin-
7 ery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural products in the vicinity of
8 the property. **If Buyer elects to terminate this agreement based upon this investigation, Buyer must provide**
9 **Seller with written notice within the time set forth in Paragraph 12c.**
10

11 **12) Property Condition:**

- 12 a) Until the date of possession or recording, whichever is earlier, Seller agrees to maintain the Property in its current
- 13 condition, subject to ordinary wear and tear.
- 14 b) Buyer and Seller understand that Brokers and/or Licensees are not experts in the areas noted below and Buyer and
- 15 Seller should rely solely on experts who are qualified in these areas. Brokers and/or their Licensees make no rep-
- 16 resentations regarding the Property and assume no duty to investigate or verify any disclosures made by Seller.
- 17 c) Buyer shall have the right, at Buyer's expense, to have a licensed contractor(s) or other qualified professional(s) to
- 18 further inspect and investigate the subject Property on or before N/A, (date) _____ a.m. _____
- 19 p.m. (time). Buyer may terminate this Agreement and receive a return of the Earnest Money if Buyer notifies Seller
- 20 or Listing Broker in writing before the end of the inspection period that Buyer is not satisfied with Buyer's inspection
- 21 or investigation. If Buyer does not so notify Seller or Listing Broker of Buyer's termination of this Agreement before
- 22 the end of the inspection period, Buyer shall be deemed to have waived this contingency.
- 23 d) Seller shall make the premises available for all inspections. Buyer shall defend, indemnify and hold Seller, Brokers
- 24 and Licensees harmless from all liability or property damage including any liens, claims, damages or costs or per-
- 25 sonal injury arising from the Property inspections. This indemnity includes Seller's right to recover all costs and ex-
- 26 penses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. This provision
- 27 shall survive the termination or buyer default of this Purchase Agreement.
- 28 e) Buyer's inspection may include, but is not limited to: square footage, lot corners and boundaries, presence or avail-
- 29 ability of utilities, applicable school boundaries, zoning, erosion, avalanche hazards, sex offenders, pests, structur-
- 30 al, well or viability of well, soils/percolation testing, drainage, code compliances, or possible past or present envi-
- 31 ronmental hazards such as asbestos, mold, illegal drug or substance manufacturing including meth labs, urea-
- 32 formaldehyde, radon gas, waste disposal sites, underground tanks, water contamination and/or other substanc-
- 33 es/products, etc.
- 34 f) Buyer understands that measurements for lot square footage and/or dimensions may vary. It is the Buyer's re-
- 35 sponsibility to verify square footage (within the time set forth in Paragraph 12c) and not rely on information received
- 36 from Seller, Brokers and Licensees, or governmental agencies.
- 37 g) Buyer is responsible for researching whether the property is in a 'fire and/or road service' area.
- 38 h) Property may be subject to restrictions on lot access and/or driveway permits. Buyer is advised to research land
- 39 use, land use permits, building regulations, and zoning affecting the Property.
- 40 i) Property may have well and septic regulations; buyer is to research and verify independently.
- 41 j) Except as otherwise specifically stated in this Purchase Agreement recording of this transaction shall constitute
- 42 Buyer's acceptance of the Property AS IS, WHERE IS, at recording, with all defects, latent or otherwise. Neither
- 43 Seller, Broker nor any Licensee shall be bound by any representation or warranty of any kind relating in any way to
- 44 the Property, its condition, quality or quantity, except as specifically set forth in this Purchase Agreement.
- 45 k) Buyer shall, following any soil/percolation tests or other invasive examination, restore the property to its former
- 46 condition. All holes shall be filled, and any debris shall be removed.
- 47 l) In the event the improvements on the Property are destroyed or materially damaged prior to recording, then, at the
- 48 Buyer's option, this Purchase and Sale Agreement shall terminate upon Buyer's written notice to Seller.
- 49

50 **13) Recording/Possession:**

- 51 a) This sale shall be recorded on 06/23/2021, (date) or earlier by mutual agreement. Prior to recording,
- 52 Buyer and Seller agree to sign all reasonably necessary closing documents and to perform the reasonable condi-
- 53 tions required by the Closing Agent and Buyer's Lender.
- 54 b) Seller shall deliver possession of the Property to the Buyer upon confirmation of recording or
- 55 _____.
- 56 c) If obtaining new financing, and:

R2 / /
Buyer(s) Initials

/ /
Seller(s) Initials

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- i) If Buyer is unable to obtain a loan commitment from agreed Lender by Recording Date, through no fault of Buyer, Buyer to provide written notice to Seller immediately upon Buyer learning of their inability to obtain loan commitment from Lender. This Purchase Agreement shall terminate automatically unless Seller and Buyer agree to modifications by Amendment to this Purchase and Sale Agreement.
- ii) If Buyer fails to provide notice of inability to obtain loan commitment by such date (13a), or as modified by Amendment, and this transaction does not record, through no fault of the Seller, Buyer shall be in default.

14) Brokerage Notice Regarding Earnest Money Deposits & Refunds:

Under Alaska law (12 AAC 64.200), earnest money must be deposited into the Real Estate Brokerage trust account in a timely manner. Alaska Statutes and Regulations also require real estate brokerages to ensure the bank has cleared the earnest money deposit before funds can be released. If an offer is not accepted, or Purchase and Sale Agreement terminates, there may be up to fourteen (14) business days delay in refunding the earnest money to the Buyer, to allow the Buyer's check to clear the Real Estate Brokerage Trust Account. If Buyer provides written documentation from their bank showing funds have been deposited in Broker's Trust Account, Alaska Statutes & Regulations require the Broker refund the earnest money to the Buyer not more than one business day after the Buyer's check has cleared.

15) Termination: In the event this Purchase Agreement is terminated as provided for in this Purchase Agreement absent a default by the Buyer, all earnest money shall be returned to the Buyer and all parties shall be relieved of their obligations as set forth herein.

16) Time is of the Essence and Remedies: Seller and Buyer understand that time is of the essence. If any obligation is not performed or waived as provided, or if any note or check received as earnest money or any other payment is not paid, honored or tendered when due, there shall be the following remedies:

- a) **If Buyer is in Default:** Seller's remedies shall be limited to liquidated damages in the amount of the earnest money set forth in Paragraph 1 above. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this contract. The parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.
- b) **If Seller is in Default:** Buyer may elect to treat this Purchase Agreement as canceled, in which case all earnest money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Purchase Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

17) Earnest Money Dispute: Notwithstanding any termination of this Purchase Agreement, Buyer and Seller agree that, in the event of any controversy regarding the earnest money held by Broker, the Broker may:

- a) Make the determination as to the cause of the failure of this Purchase Agreement and distribute the earnest money accordingly after giving notice to Cooperating Broker, or
- b) Require the parties to execute an agreement for the release of the earnest money, in which case the earnest money shall be distributed in accordance with such agreement. If the parties are unwilling to execute an agreement for the release of earnest money, the parties shall submit the matter to mediation as provided below, and if mediation fails, the broker may file an interpleader action in a court of competent jurisdiction requesting the court to determine the distribution of the earnest money. Broker shall be entitled to an award from the earnest money of attorneys' fees and costs.
- c) In the event the Broker makes a determination as to the cause of the failure of the Purchase Agreement and distributes the Earnest Money accordingly, the parties hereto agree to indemnify and hold the Broker harmless from any and all claims, liabilities or losses that either party may incur as a result of the Broker's decision.

18) Mediation: If a dispute arises relating to this Purchase Agreement, between or among Buyer and Seller, or Broker(s) and/or their representative(s), and is not resolved prior to or after recording, the parties shall first proceed in good faith to submit the matter to mediation. Costs to be shared by mutual agreement between or among the parties. Unless otherwise agreed in mediation, the parties retain their rights to proceed to arbitration or litigation.

19) Costs and Expenses: In the event of any arbitration or litigation relating to this Purchase Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

[Handwritten Signature]

Buyer(s) Initials

Seller(s) Initials

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20) Broker:

- a) It is mutually agreed by all parties that the Brokers and/or their Licensees shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or omissions of Buyer or Seller.
- b) Both Buyer and Seller acknowledge Brokers are participants of the Alaska Multiple Listing Service, Inc., (AK MLS) and are authorized to report details of the sale to AK MLS.

21) Authorization to Release Information to Brokers:

Buyer and Seller authorize any Lender, escrow agent, closing agent, appraiser, surveyor and any other related party to this sale to furnish and provide any and all information and copies of documents related to this sale to both the Listing and Selling Brokers and their Licensees.

22) Foreign Investment in Real Property Tax Act: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold a percentage of the gross sales price from the Seller's proceeds as currently required by the U.S. Internal Revenue Service, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to comply with FIRPTA.

23) Attachments:

The following attachments are hereby made part of this Purchase Agreement:

24) Additional Terms and Conditions:

Buyer understands that the Borough may take awhile to respond to the offer so has waived the deadline to respond.

See attached addendum for additional terms and conditions.

 / /
Buyer(s) Initials

 / /
Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:

Address 306 Sandy Beach Road Petersburg AK 99833

Legal (the Property): Lot 6A plat 2016-3 block 231 section 26

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



- 1 **25) Acceptance/Notice of Acceptance/Delivery:** This offer may be accepted by being signed, or electronically signed,
 2 by the other party with no changes, and such acceptance shall be effective when a complete copy of the fully signed
 3 agreement is delivered to the other party by any one of the following methods:
 4 a) Hand delivery to the other party or the other party's licensee or the other party's Brokerage;
 5 b) Via email to the other party or the other party's licensee, but only if the person transmitting the email receives elec-
 6 tronic confirmation that the email was received by the intended recipient; or
 7 c) Via facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confir-
 8 mation that the transmission was successful.


9
10 This Purchase Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same
11 documents. Delivery of a photocopy, telefax, electronic, carbon or carbonless copy of a signed, or electronically signed,
12 original of this Purchase Agreement or any other documents referred to herein shall be treated the same as delivery of
13 the original.

- 14
15 **26) Entire Agreement:** This Purchase Agreement and any attached addenda constitute the whole agreement between the
16 parties. This document may not be modified except in writing and signed by the Parties.
17 a) Buyer agrees to purchase and pay for the above-described Property on the terms and conditions herein stated.
18 Receipt of a copy of this Purchase Agreement is hereby acknowledged. Buyer understands this is a legally binding
19 contract.
20 b) **Buyer agrees that recording of the sale will constitute an acknowledgment that the premises and its sys-**
21 **tems are acceptable at the time the sale is recorded.**

22
23 **In the event the Seller or Seller's Licensee has failed to notify Buyer or Buyer's Licensee, of the Seller's signed ac-**
24 **ceptance prior to TBD - Borough resp, (date) _____ a.m. 5:00 p.m. (time), this offer shall terminate.**

25
26 This Purchase Agreement has significant legal and financial consequences. You are advised to seek independent legal and
27 financial counsel, including tax advice from a tax attorney or CPA, before signing. The Brokers and Licensees cannot give
28 legal, tax or financial advice.

29 **Buyer Signature(s)**

1:  2. _____ 3. _____
Ryan Littleton

Date 4/29/2021 Time: 1:45 _____ a.m. p.m.

30 Print name(s) to be on documents Ryan MK Littleton, a single man

31
32 Address PO Box 2143 Petersburg AK 99833

33
34 Phone 907-518-1990 E-Mail fishak1974@gmail.com

35
36 Name of Selling Broker's Office Anchor Properties

37
38 Licensee Signature  Licensee Signature _____
39 Bennett McGrath

40 Selling Licensee #1 Fax Number: 782-4199 Selling Licensee #2 Fax Number: _____

41
42 Selling Licensee #1 Email: _____ Selling Licensee #2 Email: _____

 / / _____ / / _____
Buyer(s) Initials Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:

Address 306 Sandy Beach Road Petersburg AK 99833

Legal (the Property): Lot 6A plat 2016-3 block 231 section 26

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1 **Brokerage Fee:**

2 A real estate broker may be compensated by any party to a real estate transaction, by a third party, or by one or more of the
3 parties to the transaction splitting or sharing the compensation. Seller and/or Buyer agree to pay forthwith at recording a
4 brokerage fee in cash as stated in the Personal Services Agreement (i.e. Listing Agreement, Buyer's Agreement).

5

6 **Seller Response: (sign only one!)**

7

- 8 **▪ Seller accepts the foregoing offer as written. Seller agrees to sell and convey the Prop-**
9 **erty described on the terms and conditions herein stated. Seller understands this is a**
10 **legally binding contract.**

11

Seller Signature(s)

1: _____ 2. _____ 3. _____

Petersburg Borough rep.

Date _____ Time: _____ a.m. _____ p.m.

- 12 **▪ Seller makes the attached Counter Offer**

13

Seller Signature(s)

1: _____ 2. _____ 3. _____

Date _____ Time: _____ a.m. _____ p.m.

- 14 **▪ Seller hereby rejects the foregoing offer and declines to make a Counter Offer**

15

Seller Signature(s)

1: _____ 2. _____ 3. _____

Date _____ Time: _____ a.m. _____ p.m.

16 Print name(s) _____

17 Address _____

18

19 Phone _____ E-Mail _____

20

21 Name of Listing Broker's Office _____

22

23 Licensee Signature _____ Licensee Signature _____

24

25 Listing Licensee #1 Fax Number: _____ Listing Licensee #2 Fax Number: _____

26

27 Listing Licensee #1 Email: _____ Listing Licensee #2 Email: _____



Petersburg Borough, Alaska

Land Disposal Application

(\$500.00 non-refundable filing fee required)

Form must be completed in its entirety to be considered

Office Use:
Rec'd. by: <u>VT</u>
Fee: \$500.00
Date Rec'd: 5/7/21

Date: 5-6-2021

This is a request for land disposal via (circle one):

Lease Purchase Exchange Other

Parcel ID #(s) of Subject Property:

01-003-521

Proposed term of lease: 400

(total years)

Lot 6A Block 231 US Survey
1252A Section 26

Township 58S, Range 79E
Legal Description of Property:

Trees + Mus Keg Undeveloped Lot

Current Zoning of Property:

Single Family
Residential

Copper River Meridian

Applicant Name:	<u>John + Rebecca Fortna</u>	<u>David & Marlene Cushing</u>
Applicant Mailing Address:	<u>P.O Box 304</u>	<u>P O Box 1356</u>
	<u>Petersburg AK 99833</u>	<u>Petersburg AK 99833</u>
Applicant Contact Info:	<u>(717) 725-5191</u>	<u>907-772-4779</u>
(phone and/or email)	<u>fortna10@gmail.com</u>	<u>cushing@gci.net</u>

1. Size of Area requested (identify the minimum area necessary in square feet): 10000 sq ft

2. Attach a map showing the location of the land requested. Map must show surrounding area with the land requested clearly marked with bolded borders or highlighted color.

Parcel #: 01-003-521

Physical Address: 306 Sandy Beach Road – Uplands

Legal Description: Lot: 6A; BLK: 231; US Survey: 1252A; Section: 26; Township: 58S, Range: 79E, Copper River Meridian

Size: .

Zoned: Single Family – Residential

2020 Assessed Value: \$56,800.

Electric: Power is available at the front of the lot.

Water/Wastewater: Water and Wastewater utilities are available to this lot at the property line. The water is a ¾" residential service. The sewer is a 6" ductile iron lateral.



3. Narrative on use of property: Explain proposed use of land and when use is expected to begin and end. Include any planned new construction or renovation, including time-frame when construction or renovation will be completed and type of materials to be used. Provide the estimated dollar value of proposed improvements. Explain the value of the proposal to the economy of the borough and any other information you feel should be considered. (attached additional sheet if necessary)

Looking for a buffer between neighbor and able to expand on
New shop size shop built in 2025 Metal Building on concrete
slab \$ 120,000 New shop

4. Name and address of all adjacent land owners or lessees, including upland owner(s) if applicable: (attach additional sheet if necessary)

~~Robert~~ Susant Charles Flint
303 sandy Beach Rd
Rick + Laurel Orseth 305 S.B. Rd

Young + ic 302 S.B. Rd
David Cushing 308 S.B. Rd
Larry & Suzanne Peterson 307 S.B. R.

5. Are there any existing permits or leases covering any part of the land applied for?

___ Yes No If yes, please check one: (___ Lease ___ Permit)

Describe the type of permit or lease, if applicable, and the name and last known address of the permittee or lessee: _____

6. What local, state or federal permits are required for the proposed use? (list all)

None

7. If applicant is a corporation, provide the following information:

A. Name, address and place of incorporation: _____

B. Is the corporation qualified to do business in Alaska?: ___ Yes ___ No

Name and address of resident agent: _____

8. Why should the Planning Commission recommend Assembly approval of this request?

Sale of Borough Property life long Resident permanent Resident Raising family on current property Expanding Business and need more space
Living on adjacent lot since 1980. No plans to leave.

9. How is this request consistent with the Borough's comprehensive plan? use

compatible to zoning

10. Prior to submitting this application, please verify with pertinent Borough Departments that the land requested for lease, purchase or exchange is not needed for a public purpose by speaking with the appropriate personnel in the Electric, Water, Wastewater, Community Development, Harbor or Public Works Departments and obtain their comments and signatures below. (attach additional sheet if necessary):

Department Comments: Please see attached emails from Com Dev Director and the Utility Director (Elec, W, WW) stating the Borough does not need this parcel for a public purpose.

Debra K. Thompson, Clerk
Signature of Department Commenter

Department Comments: Verbal confirmation with PW Director that this parcel is not needed for a public purpose. 5/3/21

Debra K. Thompson
Signature of Department Commenter

Department Comments:

Signature of Department Commenter

Department Comments:

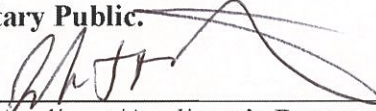
Signature of Department Commenter

NOTICE TO APPLICANT(s):


Applicant will be required to pay a non-refundable filing fee with the Borough of \$500 to cover estimated costs of: a title report, survey, legal fees, postage, recording fees, public noticing and advertising and other costs incidental to the processing of this application.

I hereby certify that I have received and reviewed a copy of Petersburg Municipal Code Chapters 16.12 and 16.16 (as they may pertain to my particular application) and understand the Code requirements. I further certify I am authorized to sign this application on behalf of the applicant.

Please sign application in the presence of a Notary Public.

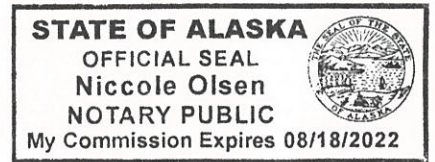

Applicant/Applicant's Representative
Marlene Cushing

Subscribed and sworn to by Marlene Cushing and John Fortner, who personally appeared before me this 7th day of May, 2021.


Notary Public

Notary Public in and for the State of Alaska. My Commission Expires: 8/18/22

Marlene Cushing May 7, 2021
John Fortner 5-7-2021



Debra Thompson

From: Karl Hagerman
Sent: Friday, April 23, 2021 11:24 AM
To: Debra Thompson; Liz Cabrera; Chris Cotta
Cc: Stephen Giesbrecht
Subject: RE: 306 Sandy Beach Road

My utilities do not need this parcel for any public purpose.

Thanks,

Karl Hagerman
Utility Director
Petersburg Borough
PO Box 329
Petersburg, Alaska 99833
Phone 907-772-4203
Direct Line 907-772-5421
Fax 907-772-9287

From: Debra Thompson <dthompson@petersburgak.gov>
Sent: Friday, April 23, 2021 11:22 AM
To: Liz Cabrera <lcabrera@petersburgak.gov>; Karl Hagerman <khagerman@petersburgak.gov>; Chris Cotta <ccotta@petersburgak.gov>
Cc: Stephen Giesbrecht <sgiesbrecht@petersburgak.gov>
Subject: 306 Sandy Beach Road

All,

I've had some interest lately in the parcel at 306 Sandy Beach Road that we offered for sale in the January 2017 auction and we may receive an application to purchase soon. Unfortunately, code says we have to go through the entire process again (Planning Commission, public sale, etc.) because it has been over a year since it was offered for sale. So, to aid the possible applicant(s) in the process, I thought I would email you to ask if your Department's view has changed regarding whether we need to keep this parcel for a public purpose. I told Sara that WE WANT TO SELL THIS PROPERTY, but she insists on following the process since things may have changed over the last 4 years.

Thanks if you could reply at your earliest convenience. 😊
Debbie

Debra K. Thompson, CMC
Borough Clerk/Human Resources Director

Petersburg Borough

Debra Thompson

From: Liz Cabrera
Sent: Monday, May 3, 2021 4:05 PM
To: Debra Thompson
Subject: RE: 306 Sandy Beach Road

Community Development has no objection to sale of this property.

From: Debra Thompson <dtompson@petersburgak.gov>
Sent: Friday, April 23, 2021 11:22 AM
To: Liz Cabrera <l Cabrera@petersburgak.gov>; Karl Hagerman <khagerman@petersburgak.gov>; Chris Cotta <ccotta@petersburgak.gov>
Cc: Stephen Giesbrecht <sgiesbrecht@petersburgak.gov>
Subject: 306 Sandy Beach Road

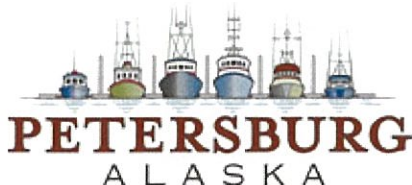
All,

I've had some interest lately in the parcel at 306 Sandy Beach Road that we offered for sale in the January 2017 auction and we may receive an application to purchase soon. Unfortunately, code says we have to go through the entire process again (Planning Commission, public sale, etc.) because it has been over a year since it was offered for sale. So, to aid the possible applicant(s) in the process, I thought I would email you to ask if your Department's view has changed regarding whether we need to keep this parcel for a public purpose. I told Sara that WE WANT TO SELL THIS PROPERTY, but she insists on following the process since things may have changed over the last 4 years.

Thanks if you could reply at your earliest convenience. 😊
Debbie

Debra K. Thompson, CMC
Borough Clerk/Human Resources Director

Petersburg Borough
907-772-5405



306 Sandy Beach Road
Petersburg Borough

01-003-521

PROPERTY AREA



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

306 Sandy Beach
Petersburg Borough
01-003-521



Frederick Sound

SANDY BEACH RD

LEWIS LN

N 14TH ST



NORDIC DR

WRANGELL AVE

MIDDLETON ST

01003400

00000000

00000000

00000000

00000000

01002532

01003470

01003471

01003472

01003475

01003473

01003477

01003480

01003484

01003481

01003515

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01003115

121E0010

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