

**PETERSBURG BOROUGH
RESOLUTION #2022-04**

**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF PARCEL #01-014-180
LOCATED AT 1015 SANDY BEACH ROAD BY OUTCRY AUCTION**

WHEREAS, the Petersburg Borough owns property located at 1015 Sandy Beach Road, more particularly described as follows ("the property"):

Lot FF, US Survey 3276, Section 26, Township 58S, Range 79E, Copper River Meridian, Petersburg Recording District, (Borough parcel #01-014-180); and

WHEREAS, the property has a 2022 assessed value of \$168,200; and

WHEREAS, the property has been determined not needed for a public use; and

WHEREAS, the property is zoned Single Family Residential; and

WHEREAS, application has been made to purchase the parcel and on February 8, 2022, a noticed public hearing was held by the Petersburg Planning Commission; and

WHEREAS, the Planning Commission considered and reviewed applicant materials, public comments and testimony, and staff comments, and have made recommendation to the Assembly to sell the property by sealed bid; and

WHEREAS, the Assembly wishes to offer the parcel for public sale by outcry auction.

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

Section 1: Pursuant to PMC 16.12.100(D)(1), said property shall be sold at public sale by outcry auction to be held on Monday, May 2, 2022 at 12:00 p.m. in the Assembly Chambers located at 12 S. Nordic Drive, Petersburg, Alaska. 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 |
|------------|--|-----------------------|----------------|--|-------------|
| 01-014-180 | Lot FF, US Survey 3276, Section 26, Township 58S, Range 79E, Copper River Meridian | 1015 Sandy Beach Road | \$168,200 | Order for Owner's Title Insurance - \$250 Est. Recording Fees - \$50 Est. Advertising Fees - \$300 | \$168,800 |

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.

Borough Charter Section 11.13(E), Personal Interest, states that Borough officers, employees and elected officials shall not be eligible to purchase anything from the borough by outcry auction while holding office or employment or for a period of six months after leaving office or employment.

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 the conveyance documents on behalf of the Borough.

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 March 21, 2022.



Jeigh Stanton Gregor, Vice Mayor

ATTEST:



Debra K. Thompson, Borough Clerk

Parcel #: 01-014-180

Physical Address: 1015 Sandy Beach Road

Zoned: Single Family – Residential

Legal Description: Lot FF; US Survey 3276; Section 26; Township 58S; Range 79E, Copper River Meridian

Size: 23,087 sq ft

2022 Assessed Value: \$168,200



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 2022-03 of the Petersburg Borough, Seller hereby agrees to sell and convey, and Buyer agrees to purchase, the following described real property:

Lot FF, US Survey 3276, Section 26, Township 58S, Rangy 79E,
Copper River Meridian, Petersburg Recording District, (Borough
Parcel #01-014-180 located at 1015 Sandy Beach Road)

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, and/or any improvements located thereon, 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

By: Stephen Giesbrecht
Its: 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 _____, 2022.

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 _____, 2022.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

For recordation in the Petersburg Recording District

QUITCLAIM DEED

The Grantor, PETERSBURG BOROUGH, whose address is P. O. Box 329, Petersburg, Alaska, 99833, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and quitclaims all of its interest, without warranty, to Grantee, _____, whose address is _____, in that real property more particularly described as follows:

Lot FF, US Survey 3276, Section 26, Township 58S, Range 79E, Copper River Meridian, Petersburg Recording District, (Borough Parcel #01-014-180)

Subject to all easements, rights-of-way and reservations, and liens, encumbrances and conditions, of record or not of record.

DATED this _____ day of _____, 2022.

PETERSBURG BOROUGH

By: _____

Stephen Giesbrecht

Its: Borough Manager

ACKNOWLEDGEMENT

STATE OF ALASKA)
)
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, 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 _____, 2022.

Notary Public in and for Alaska

My commission expires: _____

Return to:

Petersburg Borough Clerk
PO Box 329
Petersburg, AK 99833