

MATANUSKA-SUSITNA BOROUGH



**2024 Competitive Bid
Land Sale**

www.matsugov.us

MSB008023

November 4, 2024, thru December 3, 2024, 12:00 p.m. (Alaska time)

MATANUSKA-SUSITNA BOROUGH

2024 COMPETITIVE LAND SALE

TERMS AND CONDITIONS

TERMS AND CONDITIONS ARE SUBJECT TO MODIFICATION

***BY SUBMITTING A BID, YOU AGREE TO THE TERMS AND
CONDITIONS AS POSTED AT THE TIME BID IS SUBMITTED.***

ALL SALES ARE FINAL.

THERE ARE ABSOLUTELY NO REFUNDS.

Auction: All sales will be made by auction to the highest bidder. The minimum bid for each parcel is based on current tax appraised value or broker's opinion of value. The minimum bid has been established for each parcel in accordance with MSB 23.10.060 (B)(1)(2)(3) wherein fair market value shall be based on one of the following: (1) a third party appraisal pursuant to the criteria set forth in the Uniform Standards of Professional Appraisal Practices (USPAP) as published by the Appraisal Foundation; or (2) with the approval of the manager, the value assigned by the certified tax role of the borough; or (3) determination by a broker's opinion of value.

A 5% buyer's premium shall be added to the final sale price. The minimum bid amount does not include the 5% buyer's premium, recording fees or escrow bank fees for financing. Winning bidder must be prepared to execute all required documents and otherwise comply with the terms and conditions.

The Matanuska-Susitna Borough (Borough) is not obligated to sell the parcels identified for sale through this program or pay any costs incurred by parties participating in the submission or preparation of bids. Per MSB 23.10.190, MSB 23.10.090, and Land and Resource Management's PPMs, the Borough reserves the right to: 1) review and reject any and all bids; 2) reject any and all parties whom it has determined do not meet the qualification requirements; 3) waive or accept any informality in the offers received; 4) withdraw any parcel from this sale at any time for any reason; and 5) reserves the right to postpone, adjourn, or annul the auction in part or in whole.

Online Registration: Registration will start on November 4, 2024, on the Public Surplus website (<https://www.publicsurplus.com>). On-line bidding will begin starting November 18, 2024. The auction will close 12:00 p.m. (noon) Alaska time on December 3, 2024. It will be the responsibility of the applicant to submit a bid online for one or more parcels and perform under the Terms and Conditions of Public Surplus and the Matanuska-Susitna Borough.

Bid Deposits: Matanuska-Susitna Borough requires bid deposits in order to ensure fairness to all bidders. The bid deposit amount will be specified in the general description of the subject parcel. Bid deposit(s) are requested via credit card upon submitting a bid. Follow the instructions on the Public Surplus website (<https://www.publicsurplus.com>). A credit card hold will be placed on each deposit. If you are not a winning bidder, Public Surplus will reverse your deposit. The deposit will be retained if the winning bidder defaults.

Deposit Forfeiture: In the event an applicant does not follow through to properly complete the sales transaction, the bid deposit may be retained by Public Surplus as a deposit forfeiture. The applicant in any event shall remain responsible for any costs incurred as a result of participation in the sale. The Borough shall not be responsible to pay any expenses for any reason resulting from agreements to which the Borough was not a party. An applicant also may be banned from future Borough land sales and/or banned by the company we use to conduct the auction.

The Borough may retain backup submittals on any parcel. In the event the first submittal fails to properly complete, sign and return all required forms and funds under the terms and conditions required in this brochure, fails to follow through with closing the transaction, or is not qualified to purchase a parcel under the terms and conditions of this brochure, the acceptance of that submittal will be cancelled by the Borough. Subsequent submittals for the same parcel, if any, will be notified based on the next highest bid. This process will continue until the Borough has obtained a qualified Purchaser under the code, or when no backup submittals remain.

Bidding: A bid is an irrevocable offer to purchase property. The Borough reserves the right to pursue all available legal remedies against a non-paying bidder. A bidder is legally and financially responsible for all properties bid upon whether acting as oneself or acting as an agent. All bidders must be 18 years of age or older. Contact Public Surplus for instructions and questions pertaining to registration.

The winning bidder will be required to submit the below forms within **five (5) business days** after the Notice of Award of the successful bid is received:

- Declaration of Intent Form A, signed by applicant(s)
- Notarized Non-Collusion Affidavit (only if applicant is affiliated with the Borough)
- Recorded Special Power of Attorney Form B (only if applicant is being represented)
- Any other forms as required under the Terms and Condition, Documentation Required section, if applicable.

The Borough is not liable for the failure of any device which prevents a person from participating in any sale. "Device" includes but is not limited to; computers and other equipment to access the internet, hardware, networks, software applications, and web sites.

If any party is the successful Bidder on multiple parcels in a single auction, only payment for all parcels will be accepted. Selective payments will not be allowed, and all transactions will be deemed in default, resulting in the parcels being placed for re-offer.

Bidder Qualifications: MSB 23.10.090 Qualifications of Applicants and Bidders states:

(A) A bidder at auction or an applicant to otherwise purchase, lease, or use Borough-owned real property must be a legally competent person under the laws of the State of Alaska. A person acting as agent for an applicant or bidder must also be a legally competent person, and must, prior to placing a bid or submitting an application, file with the manager a duly executed power of attorney or other evidence of such agency acceptable to the manager.

(B) A person is not a qualified applicant or bidder if:

(1) the person has failed to pay a deposit or payment, including interest at the legal rate, due to the Borough in relation to Borough-owned real property in the previous five years; or

(2) the person is currently in breach or default on any contract or lease for real property transactions in which the Borough has an interest; or

(3) the person has failed to perform under a contract or lease involving Borough-owned real property in the previous five years and the Borough has acted to terminate the contract or lease or to initiate legal action; or

(4) the person has failed to perform under or is in default of a contract with the Borough; or

(5) the person is delinquent in any tax payment to the Borough; or

(6) the manager has good cause to believe that the person is unlikely to make payment or responsibly perform under the lease or other contract.

(C) No Borough-owned real property, nor any interest therein, may be sold, leased, or otherwise transferred to any person who is delinquent in the payment of any obligation to the Borough, nor may the Borough process the application for the sale, lease, or other disposal of real property, or any interest therein.

Payment Options:

Cash: Full settlement of any balance must be made to the Borough within 30 business days after the successful bidder(s) has been determined to be qualified. If you are the successful bidder(s), and you fail to submit any balance due on your auction purchase per these terms of sale, you will not become the owner of the subject property. Payment must be by cashier's check, certified check or money order. Cashier's checks, certified checks or money orders must be payable to Matanuska-Susitna Borough or MSB. Personal checks or third-party checks will not be accepted.

OF NOTE: Bid parcel number 24-10 is not eligible for Borough financing. This property was specifically acquired for a right-of-way project and the minimum bid amount is based on a broker's opinion of value.

Terms: The applicant may elect in-house Borough financing for parcels with a remaining balance due that exceeds \$5,000 after the downpayment is applied. **Financing will not be approved for remaining balances below \$5,000.00.** The minimum downpayment required is 10% of the total bid amount. A Deed of Trust is then executed with the successful applicant(s) for the remaining balance due after the downpayment has been applied. A downpayment must be made to the Borough within 30 business days after the successful bidder(s) has been determined to be qualified. Payment must be by cashier's check, certified check or money order. Cashier's checks, certified checks or money orders must be payable to Matanuska-Susitna Borough or MSB. Personal checks or third-party checks will not be accepted. The 5% buyer's premium, recording fees and bank escrow fees cannot be included in the financing and must be paid at the closing.

Under the Terms option, the Borough interest rate charged is 10.5% based upon current Wall Street Prime Rate plus an added 5.0%. (Current Wall Street Prime Rate is 8%. The Legal Rate of Interest pursuant to Alaska State Statute under AS 45.45.010 is not to exceed 10.5 %.) The same interest rate is applied on all parcels under the Terms option, regardless of price or number of years financed.

Under the Deed of Trust, payments shall be made in equal monthly amounts via an escrow account set up through First National Bank Alaska at time of closing. Applicant is responsible for any and all costs associated with financing throughout the Term, to include but not limited to, bank escrow set-up and annual fees, Borough assessed taxes and special assessments, and fees for recording, to include the Quitclaim Deed, Deed of Trust and Deed of Reconveyance. The Deed of Reconveyance recording fee is charged by the bank showing the account has been paid in full. Of Note: Applicants must request a copy of the recorded Deed of Reconveyance from the bank at the time the note is paid in full. Said Deed of Reconveyance after recording will be sent to the applicant which could take up to 6 weeks. Applicants should stay in communication with the bank to determine status of the Deed of Reconveyance.

Escrow and bank fees will be payable to First National Bank Alaska (FNBA). Buyer's premium, recording fees for quitclaim deeds and deeds of trust will be payable to the Borough. Personal or business check, money order, or cashier's check are all acceptable forms of payment for FNBA fees – no cash or credit cards accepted.

**Following is the Length of Term to pay off Borough-financed sales.
(Again, no financing will be authorized if the escrow amount is \$5,000 or less):**

<u>Balance Financed</u>	<u>Length of Term to Pay</u>
\$ 5,000.01 to \$40,000.00	Not more than 5 years (60 months)
\$ 40,000.01 and above	Not more than 10 years (120 months)

Applicants should be aware that while the property is financed through the Borough, the applicant is prohibited from extracting gravel on the property except for personal use of development, prohibited from cutting timber on the property other than for personal use or safety, and prohibited from subdividing, selling, or assigning (transferring) the property without the specific written consent of the Borough during the entire finance term.

Improvements Performed - Any permanent improvements, rights, or interest placed on the parcel or acquired during the term of the **Deed of Trust** will remain part of the real property and in the event of default and foreclosure proceedings, may not be severed, transferred or removed from the parcel without the prior written approval of the Borough. If the property is foreclosed upon for breach of **Deed of Trust** covenants or conditions, all payments made by the Purchaser shall be forfeited to and retained by the Borough, not as a penalty, but as rent and liquidated damages. The Borough is not liable for any expenditure made by the Purchaser or undertaken by the Purchaser or for liens against the Property before the termination of the **Deed of Trust**.

Late fees will be applied by the bank to accounts that fall behind in payments. Penalties and interest will be applied by the Borough for non-payment of taxes and special assessments. In the event of default by the applicant for lack of monthly payments, fees, tax payments or special assessments, foreclosure proceedings shall be initiated as allowed under law. Specific language

is contained in the **Deed of Trust** regarding these matters and should be thoroughly reviewed by applicants.

The Borough retains the right to refuse approval for Borough financing based on prior delinquency in payment of taxes, assessments, rents, default of any contract or loan, any liens or judgments, or for other good cause.

Documentation Required: Winning bidder will be required to complete Form A provided in the brochure. Additionally, if a winning bidder is represented by another individual, a Special Power of Attorney (Form B) must be recorded in the recording district of the bid parcel and a copy submitted to the Borough.

Applicants wishing to purchase a parcel under a business/corporation name shall comply with the following:

- a) A business applicant shall only be acceptable as a legally formed LLC or Corporation in good standing with the state of origin and State of Alaska.
- b) No parcel will be conveyed under the title of "doing business as" (dba).
- c) Authority to sign on behalf of an LLC/Corporation shall be submitted to the Borough along with copies of current Alaska business license.
- d) Such authority shall sign as a "personal guarantor" when seeking Borough financing under the Deed of Trust (Terms option) outlined in the sale brochure. A personal guarantor shall be responsible to pay on demand and in full, any and all costs, fees, and debt associated with the Deed of Trust throughout its term.

Closing & Costs: The Borough will schedule closings within 30 business days from the date the applicant is considered "qualified" by the Borough. At closing, the applicant will pay all remaining balances due including bid amount, 5% buyer's premium and recording fees. Payment must be by cashier's check, certified check or money order. Cashier's checks, certified checks or money orders must be payable to Matanuska-Susitna Borough or MSB. Personal checks or third-party checks will not be accepted.

Under the Deed of Trust terms option, at the closing applicant will pay the minimum downpayment amount of 10% of the bid amount, 5% buyer's premium, recording fees, escrow and bank fees. Escrow and bank fees need to be payable to First National Bank Alaska (FNBA). Personal or business check, money order, or cashier's check are all acceptable forms of payment for escrow and bank fees. Escrow and bank fees will be collected by the Borough and are to be paid separately. The downpayment, 5% buyer's premium and recording fees must be by cashier's check, certified check or money order, payable to Matanuska-Susitna Borough or MSB. It is at the sole discretion of the Borough to extend any closing date for any reason.

Possession of Property: The successful bidder may take possession of the property after the quitclaim deed has recorded. The Borough has 30 business days to complete this process from the date the successful bidder(s) has been determined to be qualified and all paperwork is complete and submitted. The Borough will be unable to complete this process until all appropriate information and paperwork is completed and submitted to the Borough office per these terms of sale.

Conveyance: The name(s) listed on the Declaration of Intent Form A will carry forward to the deed. No names will be added, removed, or changed before the deed is executed.

The Borough's interest in all parcels shall be conveyed by Quitclaim Deed without any warranty, express or implied, and only transfers whatever interest the Borough has in the property at the time of recording. Properties offered in this sale may be subject to any or all of the following: a) reservations, exceptions, easements, rights-of-way, covenants, conditions and restrictions of record or created by operation of law; and b) those additional reservations, exceptions, easements, rights-of-way, covenants, conditions and restrictions, (additional conditions of sale), which will be created at the time of the conveyance from the Borough to the applicant; and c) governmental regulations including, but not limited to, setbacks, use classifications or zoning, special permit requirements; and d) any matters including, but not limited to, improvements, rights-of-way, trails, easements, or encroachments, which would be disclosed to the applicant by actual inspection or survey of the property. The statements noted as "Comments" within the sale brochure for each parcel are not intended to be a formal report on the status, access, or title of the parcel, but only note items which may be of interest to applicant. The Borough reserves the right to create access easements within a parcel to be reserved in the deed at time of conveyance.

Title: Applicant(s) are encouraged to consult a title company prior to submitting a bid to determine if title insurance will be available, and at what cost. The Borough will not provide a title policy and is not responsible for clearing title or determining the adequacy of any documents or information needed to do so.

Applicant(s) should be aware that having the ability to obtain a title insurance policy does not necessarily mean the title will be clear of liens and encumbrances. It is important to read and understand all exceptions and limitations of such title commitment and policy. Additionally, the Borough does not guarantee the suitability for any particular use or purpose whatsoever for any of these properties.

Properties may be affected by one or more existing or pending Borough or city Local Improvement District special assessments (LID). It is the applicant's responsibility to determine and assume all costs for such assessments. The applicant is responsible for determining if there are covenants affecting the parcel or if there is an active homeowner's association, and if any fees are assessed by said association.

Applicants are responsible for all taxes and special assessments, and other costs/fees for the parcel(s) purchased.

No Warranties: The Borough makes no warranties, either express or implied, nor assumes any liability whatsoever, regarding the development, social, economic, or environmental aspects of any parcels, to include without limitation, the soil conditions, water drainage, practical or feasible access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist, or merchantability, suitability or profitability of the parcel for any use or purpose.

Properties are sold "AS IS – WHERE IS": All properties are offered for sale on a "buyer beware", "where is", and "as is" basis without any representation or warranty, express or implied. It is the responsibility of the purchaser to do their own research as to whether the property may be subject to liens, encumbrances, or restrictions and whether the property is suitable for their intended use.

It is the responsibility of the applicant to contact the State of Alaska, Department of Environmental Conservation for well or septic information and requirements of such, and to determine if any federal, state and local regulations, requirements, and/or permits are required. It is the responsibility of the applicant to determine and pay for the cost and feasibility of using, extending, and/or connecting to any utility facilities, including electric, natural gas, and telephone, or if public sewer or water systems serves any of the parcels.

It is the responsibility of the applicant to, among other things, investigate and determine the actual size of the parcel and parcel boundaries, applicable regulations, restrictions and potential defects, including those created by prior use, which would affect the use of any parcel offered in this sale. The feasibility and costs to remedy defects, such as obtaining permits, variances, engineered septic systems and the like, should be determined prior to submitting a bid on the parcel. All such costs will be borne by the applicant.

Acreage: The acreage reflected for each parcel is the approximate acreage based on the best information the Borough Assessments Division has at this time. The approximate acreage is typically based on the legal description's gross area and may or may not be adjusted by easements, buffers, submerged areas or wetlands, which may affect a parcel's usability but have not been excluded from the parcel's acreage. Since the Borough makes no warranties, either express or implied, regarding the actual size of the parcel, it is the responsibility of the applicant to confirm the actual acreage and parcel boundaries to their own satisfaction. The Borough will not adjust a sale by providing other Borough land of equal value in either the same location or another location, nor will it adjust the assessed acreage or price of a parcel at the time of sale, nor provide reimbursement of such for any reason.

Maps: Any parcel and vicinity maps, soil maps, soil interpretation summaries, and plat maps available are a visual representation of data compiled from various sources and are not intended to replace on-ground inspections or actual surveys of the property boundaries. Any physical or geographic features, right-of-way or road locations, acreage and boundaries provided are estimates only. These items may be provided for informational reference only and should not be construed as a factual representation of matters such as access, parcel size, boundaries, soil conditions or capabilities and other matters contained thereon. The Borough assumes no responsibility for completeness or accuracy and makes no warranty, nor assumes any liability whatsoever for the information, or that monumentation indicated on surveys or plats are currently or accurately in place.

Parcel Description: The brief parcel description provided for parcels is for information and identification purposes only. It should not be construed as a complete legal description. The Borough reserves the right to accurately describe the parcel by a complete legal description in the Quitclaim Deed.

Access: It is the responsibility of the applicant to determine, acquire, locate, construct, maintain and defend the right to use any access route selected for use by the applicant. The requirements for construction and maintenance of roads, drainage systems, and other use of public easement areas shall be the responsibility of the applicant to determine. Applicants shall comply with all federal, state and local regulations and requirements which, among others, include Borough Development Services for development of access in and across public easements.

Research and Inspect Thoroughly Prior to Bid: Bidders are to conduct all due diligence of the property(s) prior to submitting a bid. Bidders are to rely solely on their own investigation of the property(s) they wish to bid on and shall not rely on any information provided to or be provided by the Borough or Public Surplus. By submitting a bid, Bidders approve and accept the Condition of the Property for which they bid and agree to purchase the property and accept the Condition of the Property "AS IS, WHERE IS" with all faults and patent or latent defects.

Zoning, Land Use and Building Regulations: It is the responsibility of the applicant to thoroughly investigate and determine the regulations and requirements that may apply prior to clearing or conducting development activities. Permits from federal, state, borough and local agencies may be required for a variety of activities. While not intended as a comprehensive list, some of the activities that typically are regulated and may require permits are: open burning, installation of wells, and waste water (gray and septic) or manure disposal systems, dredging or filling of wetlands and clearing or constructing improvements near lakes, water bodies, or water courses, appropriation of water, and construction within, or adjacent to, public rights-of-way or easements.

Disclosure: Disclosures in residential real property transfers Act (AS 34.70) do not apply to the Borough for properties offered in this sale.

Borough Rights Reserved: During this sale, the Borough reserves the right, without notice, to postpone or cancel this sale in whole or in part, and to withdraw parcels from this sale at any time prior to and during the sale period, or prior to closing a transaction. The Borough shall not be liable for any expenses incurred by any parties participating in this sale as a result of, but not limited to, a postponement or cancellation of the sale, or withdrawal of a parcel from this sale. The Borough reserves the right to reject any and all offers for any reason, or no reason.

Withdrawal from Transaction: If the applicant desires to withdraw from the transaction prior to closing, the request must be made in writing and delivered to the Borough Land Management office no later than five (5) business days from the notification by the Borough of being a qualified applicant. Acceptance of said withdrawal is at the sole discretion of the Borough. In the event an applicant does not follow through to properly complete the sales transaction, the bid deposit may be retained by Public Surplus as a deposit forfeiture.



MATANUSKA-SUSITNA BOROUGH

Planning and Land Use Department

Development Services Division

(907) 861-9822 / fax (907) 861-8158

Zoning, Land Use and Building Regulations DO Exist in the Matanuska-Susitna Borough.

PERMITS MAY BE REQUIRED.

Developers and land owners are responsible for knowing the rules. If you plan to start, or are now conducting any of the following land use activities, those activities must comply with Borough regulations:

- Racetracks
- Special Events
- Subdividing Land
- Mobile Home Parks
- Driveway Installations
- Multifamily Development
- Adult-Oriented Businesses
- Use of Hazardous Material
- Public Display of Fireworks
- Commercial & Industrial Uses
- Uses that create noise & traffic
- Establishments that sell Liquor
- Drug & Alcohol Treatment Centers
- Earth Materials Extraction Activities
- Facilities that grow or sell Marijuana
- Use of Lakes, Creeks, & other Waterbodies
- Developing Land in Special Flood Hazard Areas
- Auto Salvage Yards, Junkyards, & Refuse Areas
- Work in Rights-Of-Way or Public Use Easements
- Development within designated Special Land Use Districts
- Community Correctional Residential Centers, Jails & Prisons
- Structural Setbacks for Building near Lot Lines, Public Use Easements, Right-of-Ways, & Shorelines

Use or occupancy of Borough-owned land, including but not limited to: clearing right-of-ways, cutting trees, mining or prospecting, crossing with motorized vehicles, camping, shooting, & storing materials or equipment.

Borough staff is available to assist you in determining which Borough regulations apply to your activity and help you comply with those laws. In order to save time and money, and prevent violations of Borough Code, please contact the Matanuska-Susitna Borough, Permit Center Division, 350 East Dahlia Avenue, Palmer, Alaska 99645 Phone: (907) 861-7822, Fax: (907) 861-8158. For a full description of Title 17, log onto the borough web page at www.matsugov.us Or email us at PermitCenter@matsugov.us.



MATANUSKA-SUSITNA BOROUGH

350 East Dahlia Avenue, Palmer, Alaska 99645-6488

Planning and Land Use Department

Development Services Division

Phone (907) 861-7822 FAX (907) 861-8158

Email: PermitCenter@matsugov.us Borough Web Site: www.matsugov.us

NOTICE

IF YOU ARE BUILDING A STRUCTURE WITHIN THE MATANUSKA-SUSITNA BOROUGH, BUT OUTSIDE SPECIAL USE DISTRICTS AND THE CITIES OF PALMER, WASILLA OR HOUSTON, THE SETBACKS ARE:

1. Twenty-five feet from any public right-of-way (including access easements and section line easements). No furthest protruding portion of any structure shall be placed closer than 10 feet from the right-of-way when the pre-existing lot measures 60 feet or less in frontage on a public right-of-way and is not located on a cul-de-sac bulb, or comprises a nonconforming structure erected prior to July 3, 1973.
2. Ten feet from side and rear lot lines.
3. Seventy-five feet from a lake or other waterbody or water course (stream, creek, etc.). Additional setbacks apply from waterbodies with public access easements along the shoreline.
4. No part of any subsurface sewage disposal system shall be closer than 100 feet from any body of water, water course, or private well.
5. Driveway permits are required when gaining access from a public right-of-way or roadway. Call 861-7822 for Borough Roads and (907) 269-0700 for State Roads.
6. Well, septic tank and drainfields are not to be located within a public right-of-way, but may be placed in utility easements through a MSB encroachment permit which requires letters of non-objection from utility companies.
7. All development within 75' of a watercourse or a water body is subject to MSB 17.02 – **Mandatory Land Use Permit**. Applications are available at the Borough's Permit Center.
8. For any activity adjacent to, or on a waterbody contact Department of Natural Resources, Office of Habitat Management and Permitting at (907) 269-8600.
9. For development in the City of Houston, contact 892-6869 to obtain a building permit and the Mat-Su Borough for land use regulations.

For setback requirements within the cities of Palmer and Wasilla, check with the appropriate city hall.

Other setback rules exist in some Special Use Districts. Be sure to check with our office.

FOR INFORMATION REGARDING **WATER AND/OR WASTE WATER DISPOSAL SYSTEMS**, PLEASE CONTACT THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC).

Address: 1700 E. Bogard Road, Bldg B, Suite 202, Wasilla AK 99654, Telephone: (907) 376-1850

For rights to take water from the well or surface source call AK Dept. of Natural Resources at (907) 269-8600.

Connection to available public systems (such as Talkeetna) may be required. Contact MSB Public Works Dept. at (907) 861-7753.

Other federal, state, and local regulations may apply to development in the Borough. It is the property owner's responsibility to determine the regulations that apply to their development.

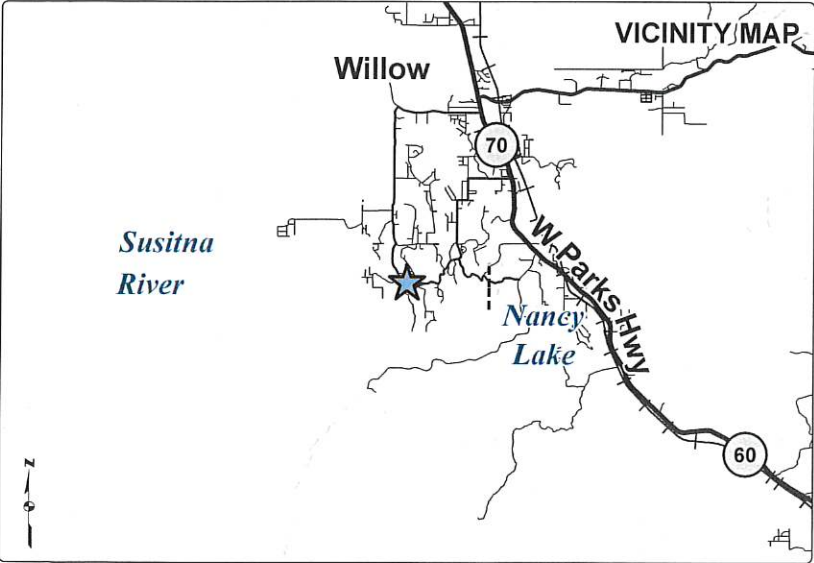
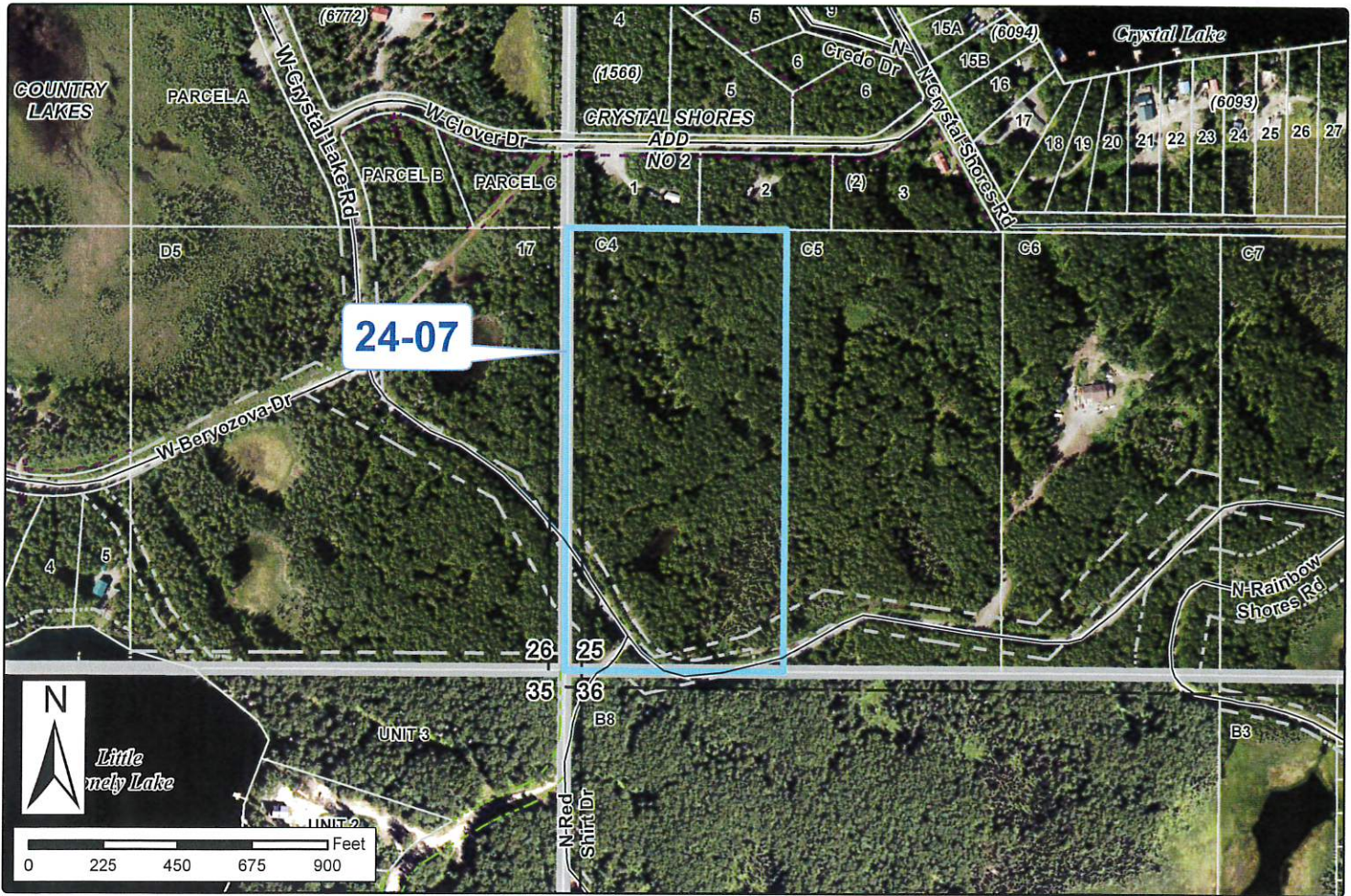
PARCEL MAPS AND INFORMATION



www.matsugov.us



Competitive Land Sale #24-07



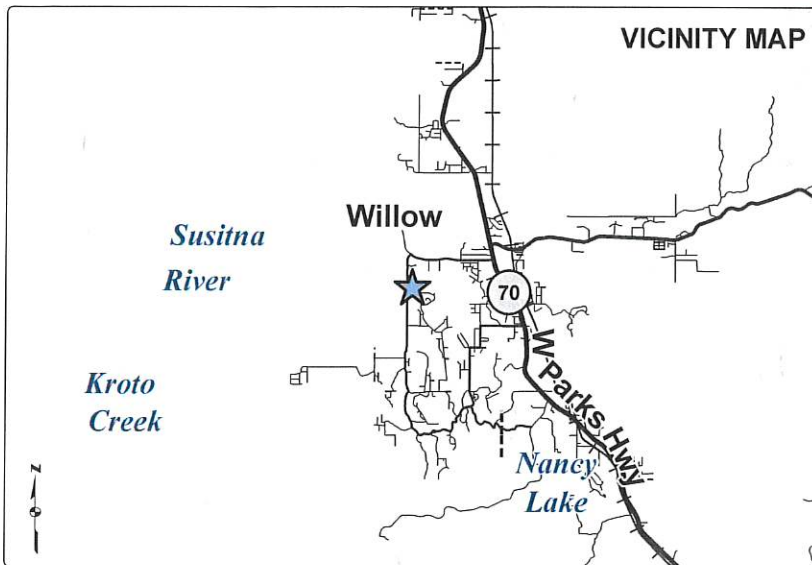
NOTICE/DISCLAIMER:
 The Matanuska-Susitna Borough seeks to use the best available information and data when preparing maps and other graphic products. However, the Borough assumes no responsibility for the completeness or accuracy of the information contained herein. There are no warranties or representations expressed or implied that these maps are accurate or suitable for any particular purpose. The Borough assumes no responsibility whatsoever for the information contained on these maps. Persons relying on such information do so at their own risk and should confirm the accuracy of the information as well as refer to the official hard copy documents of record and other source data. The Matanuska-Susitna Borough reserves sole rights to reproduce, duplicate or otherwise distribute copies of these maps and other graphics products.

Bid Parcel No. 24-07

Minimum Bid: \$70,200.00
Deposit: \$500.00
Acreage (approx.): 20.00 acres
Legal: TOWNSHIP 19N RANGE 5W
 SECTION 25 LOT C4
Account: 19N05W25C004
Parcel ID: 53029
Additional Conditions of Sale: None
Comments: Subject to a fifty-foot (50') section line easement along the west and south boundary of parcel. Further subject to Notice of Public Dedication recorded May 10, 1996, at book 847, page 390, and recorded July 6, 2016, at serial number 2016-013747-0, and recorded May 8, 1975, at book 96, page 694. Access is from W. Crystal Lake Road.



Competitive Land Sale #24-08



NOTICE/DISCLAIMER:

The Matanuska-Susitna Borough seeks to use the best available information and data when preparing maps and other graphic products. However, the Borough assumes no responsibility for the completeness or accuracy of the information contained hereon. There are no warranties or representations expressed or implied that these maps are accurate or suitable for any particular purpose. The Borough assumes no responsibility whatsoever for the information contained on these maps. Persons relying on such information do so at their own risk and should confirm the accuracy of the information as well as refer to the official hard copy documents of record and other source data. The Matanuska-Susitna Borough reserves sole rights to reproduce, duplicate or otherwise distribute copies of these maps and other graphics products.

Bid Parcel No. 24-08

Minimum Bid: \$72,000.00

Deposit: \$500.00

Acreage (approx.): 40.00 acres

Legal: TOWNSHIP 19N RANGE 5W
SECTION 11 LOT D6

Account: 19N05W11D006

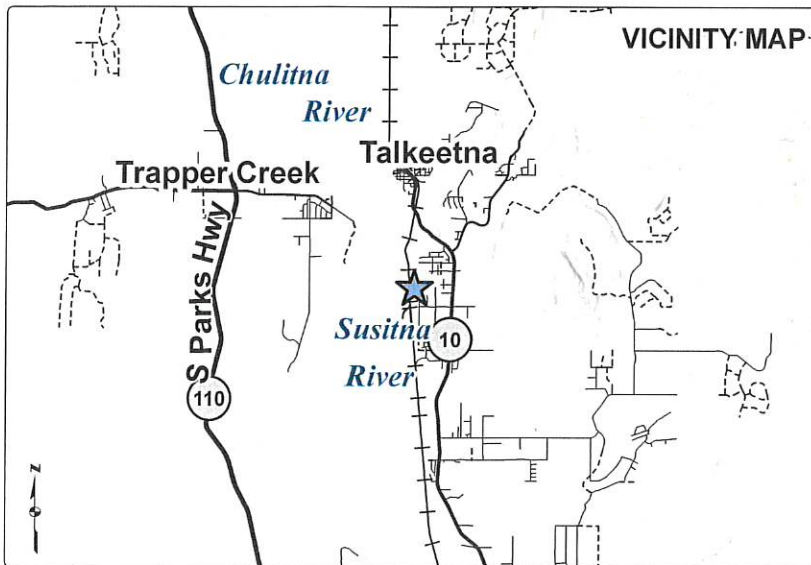
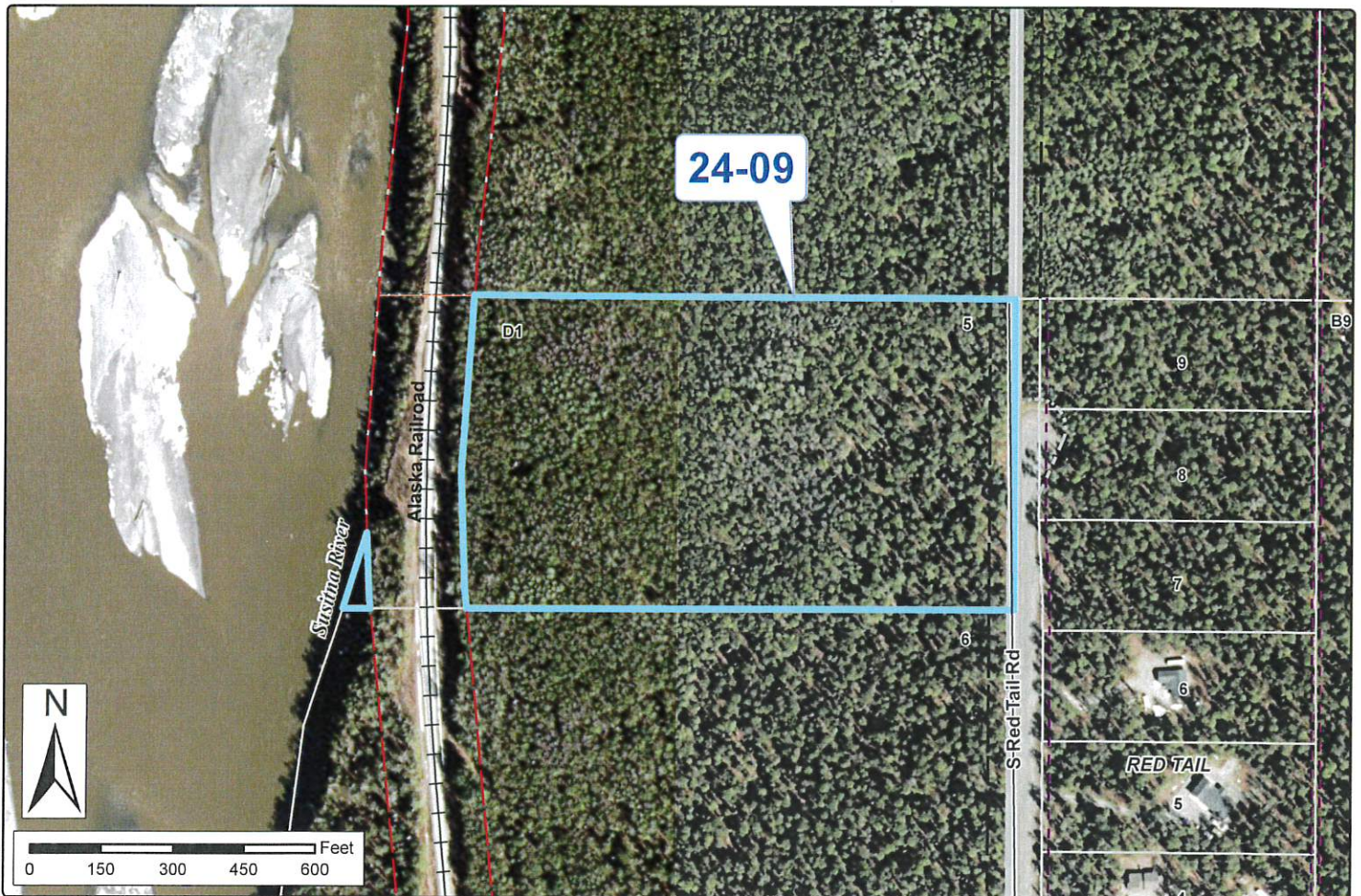
Parcel ID: 544434

Additional Conditions of Sale: None

Comments: Subject to a fifty-foot (50') section line easement along the east boundary. Further subject to Notice of Public Dedication recorded November 21, 1989, in book 602 at page 813. If gravel extraction is planned it may require a permit, contact the Borough Planning Department at 907-861-7822. Access is from N. Crystal Lake Road.



Competitive Land Sale #24-09



Bid Parcel No. 24-09

Minimum Bid: \$30,600.00

Deposit: \$500.00

Acreage (approx.): 17.00 acres

Legal: TOWNSHIP 25N RANGE 5W

SECTION 1, GOVERNMENT LOT 5

Account: 25N05W01D001

Parcel ID: 35777

Additional Conditions of Sale: None

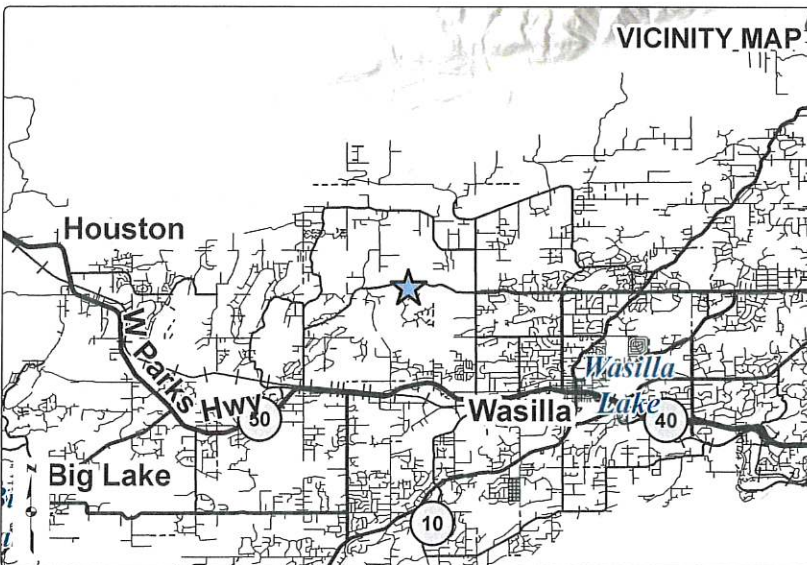
Comments: Subject to a fifty-foot (50') section line easement on the east boundary and a fifty-foot (50') wide lineal perpetual public easement along the line of the ordinary high-water mark of the Susitna River which serves as public access. Further subject to existing rights, reservations, easements in U.S. patent and State patent. Access is from S. Red Tail Road.

NOTICE/DISCLAIMER:

The Matanuska-Susitna Borough seeks to use the best available information and data when preparing maps and other graphic products. However, the Borough assumes no responsibility for the completeness or accuracy of the information contained herein. There are no warranties or representations expressed or implied that these maps are accurate or suitable for any particular purpose. The Borough assumes no responsibility whatsoever for the information contained on these maps. Persons relying on such information do so at their own risk and should confirm the accuracy of the information as well as refer to the official hard copy documents of record and other source data. The Matanuska-Susitna Borough reserves sole rights to reproduce, duplicate or otherwise distribute copies of these maps and other graphics products.



Competitive Land Sale #24-10



NOTICE/DISCLAIMER:
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Bid Parcel No. 24-10

Minimum Bid: \$45,355.00
Deposit: \$500.00
Acreage (approx.): 0.79 acres
Legal: MERRI BELLE LAKE
BLOCK 1 LOT 3
Account: 6670B01L003
Parcel ID: 504443
Additional Conditions of Sale: No in-house Borough financing available for this parcel.
Comments: That portion of land lying adjacent to the south boundary of parcel 24-10 and W. Beverly Lake Road, containing 14,469 +/- square feet, is within the right-of-way lines of the Seldon Road Extension Ph. 1, and is excluded from parcel 24-10 acreage, and will be retained by the Borough.

SAMPLE DOCUMENTS



QUIT CLAIM DEED

**FINANCE
DEED OF TRUST**

**DEED OF TRUST
NOTE**

www.matsugov.us

2024 Competitive Bid
Parcel XX-XXX
MSB _____
TX ID _____
TRS _____

DEED OF TRUST

This Deed of Trust is made _____, 20____, between _____ and _____, Husband and Wife as Tenants in the Entirety/Tenants in Common / an (un) married person (hereinafter referred to as "Trustors"), whose address is _____, and (Title Company Name), whose address is _____, (hereinafter referred to as "Trustee"), and the **Matanuska-Susitna Borough**, a municipal corporation, (hereinafter referred to as "Beneficiary"), whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645.

Trustor hereby irrevocably grants, bargains, sells, and conveys to Trustee, in trust, with power of sale, the following described real property:

(Insert legal Description)

TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof (hereinafter referred to as "Property"), subject, however, to the right, power and authority herein given and conferred upon Beneficiary to collect and apply such rents, issues and profits.

This Deed of Trust is for the purpose of securing performance of each agreement of Trustor herein contained and payment of the principal sum of _____ and ___/100 Dollars (\$XXXX.XX), according to the terms of a Deed of Trust note of even date herewith, payable to Beneficiary or order and made by Trustor, the terms and duration of which are incorporated herein by reference.

- A. To protect the security of this Deed of Trust, the Trustor covenants and agrees as follows:
 - 1. To pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments that are next due on the note, on the _____ (XX) day of each month prior to maturity.
 - 2. To pay to the Beneficiary the monthly payments payable under the terms of the note secured hereby, on the _____ (XX) day of each month until said note is fully paid. In the event that any payment or portion thereof is not paid within fifteen (15) days

commencing with the date it is due, the Beneficiary may collect, and the Trustor agrees to pay with such payment, a late fee of fifty dollars (\$50.00) which will be added to each such late payment.

3. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring or permitting any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary to preserve and conserve its value. The specific enumerations herein shall not be construed so as to exclude the general.
4. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said Property.
5. To defend, indemnify and hold harmless Beneficiary and Trustee from and against all claims, demands, judgments, costs, expenses, and fines (including reasonable attorney's fees) which may arise, for any reason, and from the use of or presence on the Property by Trustor, its agents, contractors, invitees, or from any default by Trustor hereunder.
6. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Trustor will, at all times, indemnify from, and on demand, reimburse Beneficiary or Trustee for any and all loss, damage, expense, or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust and shall be due and payable on demand. To pay all cost of suit, cost of evidence of title, and reasonable attorney's fees in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.
7. To pay at least ten (10) days before delinquent any rents, taxes, assessments and encumbrances, charges or liens with interest, that may be now or hereafter levied, assessed or claimed upon the Property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefore, and to pay all taxes, reasonable cost, fees, and expenses of this Trust; on default hereunder Beneficiary may, at its option, pay any such sums, without waiver of any other right of Beneficiary by reason of such default of Trustor, and Beneficiary shall not be liable to Trustor for a failure to exercise any such option.
To repay immediately on written notice to Trustor all sums expended or advanced

hereunder by or on behalf of Beneficiary or Trustee, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Trustor for the recovery of such expenditure or advance and interest thereon, and in such action, together with reasonable attorney's fees.

B. It is mutually agreed that:

1. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof; may:
 - a. Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes;
 - b. Commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee;
 - c. Pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and
 - d. In exercising any such powers, incur any liability, expend whatever amounts in absolute discretion it may deem necessary therefore including cost of evidence of title, employ counsel, and pay reasonable fees.
2. Should the Property or any party or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in, and prosecute, in its own name, any action or proceeding, or make any compensation, awards, or other relief therefore. All such compensation, awards, damages, rights of action, and proceeds are hereby assigned to Beneficiary who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby, as it may elect. Trustor agrees to execute such further assignments of any compensation, award damages, rights of action, and proceeds as Beneficiary or Trustee may require.
3. Trustor, during the term of this Deed of Trust, shall not subdivide the Property or cut any timber other than for its own personal use on the Property except as approved in advance by the Beneficiary; nor shall Trustor encumber the Property with any obligation, which, in the judgment of Beneficiary or Trustee, appears to be prior or superior to Beneficiary's interest in or rights to the Property.

4. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
5. Trustor represents and warrants to Beneficiary that to the best of Trustor's knowledge, after due and diligent inquiry, no hazardous substances or wastes are located on or are being stored on the Property, or any adjacent property, nor have any such substances been owned, stored, used or disposed of on the Property or any adjacent property prior to Trustor's ownership, possession or control of the Property or any adjacent property prior to Trustor's ownership, possession or control of the Property. Trustor agrees to provide written notice to Beneficiary immediately upon Trustor becoming aware: a) that the Property or any adjacent property is being, may be, or has been contaminated with hazardous wastes or substances, or b) of the existence of hazardous substances or wastes on the Property or adjacent property. Trustor will not cause or permit any activities in connection with the Property which directly or indirectly could result in the Property or any other property being contaminated with hazardous wastes or substances. For purposes of this Deed of Trust, the term "hazardous wastes or substances" means any substance or material defined, listed or designated as hazardous, toxic or radioactive, or other similar term, by an applicable federal, state or local statute, regulations or ordinance now or hereafter in effect, and as they may be amended or interpreted from time to time.
6. At Trustor's expense, Trustor shall promptly comply with all federal, state and local statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to the ownership, use, generation, storage, handling, treatment, transport, disposal, existence, removal of clean-up of hazardous wastes or substances in, on, under or adjacent to or in the vicinity of the Property. Beneficiary may, but shall not be obliged to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary. Whether or not Trustor has actual knowledge of the existence of hazardous wastes or substances, in, on, or under the Property or any adjacent property as of the date hereof, Trustor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities. These provisions are in addition to such other certificates, agreements and indemnity as Trustor or others may have furnished to Beneficiary, with regard to hazardous substances.
7. At any time upon written request of Beneficiary, payment of its fees, and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness, Trustee may consent to the making of map or plat of said Property; join in the granting of any easement or creating of any restriction thereon; join in agreements affecting the lien thereof; reconvey, without warranty, all or any part of the Property.

8. The collections of rents, issues, and profits, or compensation or awards for the taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
9. On written request of Beneficiary stating that all sums secured hereby have been paid, and on surrender of this Deed of Trust and Note to Trustee for cancellation and on payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals and any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
10. Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and on written request therefore by Beneficiary specifying the nature of the default or the nature of the several defaults, and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause to be sold the Property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording district wherein the Property or some part thereof is situated, and shall cause notice and publication as required by the laws of the state of Alaska.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title and reasonable attorney's fees in connection with sale, Trustee shall apply the proceeds of sale, in order of priority, to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at **ten and one-half percent (10.5%)** per annum; to all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

The power of sale conferred by this Deed of Trust is not an exclusive remedy and when not exercised Beneficiary may foreclose this Deed of Trust as a mortgage. The Trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any

action or proceeding in which Trustor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

Any notices to be given to Trustor by Beneficiary hereunder shall be deemed completed and legally sufficient ten (10) days after being served upon the Trustor or thirteen (13) days after being sent by registered or certified mail to the address of the Property or to such other address as Trustor has requested in writing to the Beneficiary that such notices be sent. Any time period provided in the giving to any notice hereunder shall commence upon the tenth (10th) day after such notice is deposited in the mail.

11. Nothing contained herein shall be construed to limit the right of Beneficiary to foreclose this Deed of Trust by judicial action. Beneficiary shall further be entitled to bring an action upon the note secured by this Deed of Trust and obtain a personal judgment against the Trustor for satisfaction of the amount due under the Note either before or after a judicial foreclosure of the Deed of Trust. Trustor shall be liable for and agrees to pay any deficit or deficiency resulting from said sales or actions.
12. In addition to the powers bestowed upon the Trustee by Statute and elsewhere in this indenture, the Trustee is hereby specifically empowered to execute and deliver an appropriate deed of reconveyance upon receiving satisfactory assurance that the note secured hereby, together with interest and any advance shown to have been made by or on behalf of the Beneficiary under the terms of the Trust Deed have been paid in full; and in this connection, the Trustee may consider advice in writing to such effect from First National Bank of Anchorage, or any agent subsequently authorized to collect the Promissory Note as such satisfactory evidence.
13.
 - a) The extension of credit and any other loan, secured hereby, has been made in reliance upon Trustor's ownership, management and control of the Property. Therefore, if Trustor conveys or suffers the conveyance of the Property, or if Trustor otherwise relinquishes or loses its present degree of such ownership, management or control, or if Trustor suffers the further encumbrance of the Property, then all indebtedness secured hereby shall, at the option of Beneficiary, become immediately due and payable. For purposes hereof, any change in the present stock of ownership or control of Trustor shall be deemed a transfer of the Property.
 - b) Beneficiary may waive its right under subparagraph 13 a) if the following conditions are met: (1) The credit and demonstrated ability to pay of the third party is satisfactory to Beneficiary; and (2) third party meets the qualifications of "applicants" under MSB 23.10.090 or subsequent acts and amendments relating thereto, and in effect at time of assumption; and (3) the third party shall assume full personal liability for payments and performance of the Note, Deed of Trust, and other security instruments; and (4) a charge for administrative costs is paid to Beneficiary.

- c) Assumption does not release any Trustor or any successor in interest from personal liability for payment and performance of the terms and conditions of this loan.
14. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as the Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.
15. Trustee accepted this trust when this Deed of Trust, duly executed and acknowledge, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
16. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and stead of the Trustee herein named, and thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.
17. This Deed of Trust shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Deed of Trust shall be governed by the laws of the state of Alaska. The titles of sections in this Deed of Trust are not to be construed as limitations or definitions but are for identification purposes only.

IN WITNESS WHEREOF the Trustor executes this Deed of Trust and acknowledges having read all the provisions of this Deed of Trust, and each Trustor agrees to its terms.

(Insert Purchaser Name), Trustor

(Insert Purchaser Name), Trustor

DEED OF TRUST NOTE

\$XXXX.XX _____, 20__

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of the Matanuska-Susitna Borough, a municipal corporation, whose address of record is 350 E. Dahlia Avenue, Palmer, Alaska 99645, **XXXXXXXXXXXXXXXXXXXX** and **XX/100 Dollars (\$XXXX.XX)**, with interest thereon at the rate of **XXXXXX percent (X.X%)** per annum, from the **XX day of XXXXXXXXXXXXX**, on the balance remaining from time to time unpaid. Said principal and interest shall be payable at the Matanuska-Susitna Borough at the above address, or at such other address as the holder of this note shall request, in monthly installments of **\$XXX.XX** or more, including interest, commencing on or before the **XX day of XXXXXXXXXXXXXXX**, and on the **XX** day of each and every month thereafter until the entire amount of principal and interest is paid in full; PROVIDED, HOWEVER, that the entire amount of principal and interest shall be due and payable in full on or before **XXXXXXXXXXXXXXXXXX**. There shall be a fifteen (15) day grace period for each monthly payment. A late fee of Fifty dollars (\$50.00) shall be due and payable on all payments received after said fifteen (15) day period.

If default be made in the payment of any installment under this note, which default is not cured within the grace period herein specified, and if all payment(s) due at such time are not made current, the entire principal and accrued interest shall at once become due and payable at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of subsequent default. If any suit or action is instituted to collect this note or any part thereof, the undersigned promise(s) and agrees(s) to pay, in addition to the costs and disbursements provided by statute, a reasonable sum as attorney fees in such action or suit.

Any default on the Deed of Trust securing this note will constitute a default in this note and will entitle the holder to accelerate the entire indebtedness of this note and to take such action as may be allowed by law.

The Trustor (borrower) is personally obligated and fully liable for the amount due under the Note. The beneficiary (lender) has the right to sue on the note and obtain a personal judgment against the Trustor for satisfaction of the amount due under Note either before or after a judicial foreclosure of the Deed of Trust under AS 09.45.170 – AS 09.45.220.

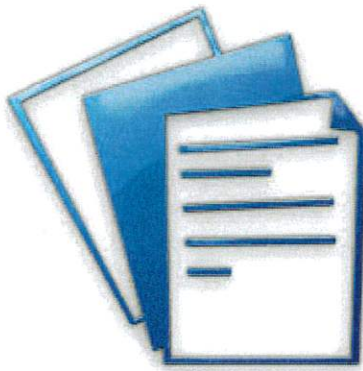
This note is to be construed according to the laws of the state of Alaska. This Note may not be assumed without the prior written consent of the holder, whose consent may be withheld for any reason.

This note is secured by a Deed of Trust of even date herewith on real estate situated in the Palmer Recording District, Third Judicial District, State of Alaska.

(Insert Purchaser Name), Trustor

(Insert Purchaser Name), Trustor

FORMS



www.matsugov.us

Declaration of Intent

PLEASE PRINT LEGIBLY

PURCHASER INFORMATION:

(1) _____

Purchaser Name (Legibly print name as it will appear on the quitclaim deed)

Title shall be delivered at time of closing by quitclaim deed, which shall be issued to Applicant as (select one):

a single person a married person husband and wife as tenants by the entirety

PHONE: Home _____ Cell _____ Work _____

EMAIL: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

(2) _____

Purchaser Name (Legibly print name as it will appear on the quitclaim deed)

Title shall be delivered at time of closing by quitclaim deed, which shall be issued to Applicant as (SELECT ONE):

a single person a married person husband and wife as tenants by the entirety

PHONE: Home _____ Cell _____ Work _____

EMAIL: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Are you a U.S. citizen? Yes No If you are not a U.S. citizen, you must provide your Alien Registration No. and submit a completed IRS form W8-BEN, available from IRS web site.

HOW TO PAY: Complete the **Cash** or **Terms** section for how you wish the transaction to be processed.

CASH

Parcel Bid Amount \$ _____

Buyer's Premium, 5% of Bid Amount \$ _____

Recording Fees \$ 30.89

Balance Due \$ _____

TERMS

Parcel Bid Amount \$ _____

Downpayment, Minimum 10% of Bid Amount \$ _____

Buyer's Premium, 5% of Bid Amount \$ _____

Recording Fees \$ 92.41

Balance Due \$ _____

First National Bank escrow and bank fees will be paid separately.

DECLARATION OF INTENT INSTRUCTIONS AND DEFINITIONS

NAME(S) PROVIDED ON PAGE 1, MUST BE YOUR FULL LEGAL NAME AS IT APPEARS ON YOUR DRIVER'S LICENSE. THE CONTRACT AND CONVEYANCE DOCUMENTS WILL BE ISSUED EXACTLY AS YOUR NAME APPEARS ON PAGE 1.

- Organizations such as Limited Liability Companies or Corporations are not individuals and are not required to disclose the marital status of the partners.
- It is the purchaser's responsibility to notify the Borough of any changes in your mailing address, phone number, or email. Address changes must be received in writing and signed by the primary purchaser to be considered valid. When a written letter is submitted by the customer, the contact address on our case file will be changed.

"TYPE OF TENANCY" and "TITLE TAKEN" EXPLANATIONS

Husband and wife, as tenants by the entirety: This is only available for married persons, e.g., "John Q. Smith and Deborah R. Smith, **husband and wife, as tenants by the entirety**". The law presumes tenancy by the entirety for a husband and wife unless it is expressly declared otherwise. (AS 34.15.110)

Other persons as tenants in common: Those persons who wish to purchase property together can do so as tenants in common. It is possible for each person to have a different marital status. This example illustrates a possible combination, e.g., "William P. Jones, a married person, Sandra S. Smith, a single person, and Andrew X. Read and Barbara A. Read, husband and wife; **tenants in common.**" There is no right of survivorship for the tenants under this type of tenancy.

Title taken individually: If an application has just one purchaser, whether single or married, that person would select this option.

It may be advisable to seek the services of an attorney or accountant if you have concerns about how your estate and property are affected by the above types of tenancy.

MATANUSKA-SUSITNA BOROUGH
Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, the borough is providing you with this document which notifies you of the privacy policies and practices of Matanuska-Susitna Borough, a municipal corporation, organized and existing under the laws of the state of Alaska.

The borough may collect nonpublic personal information about you from the following sources when processing a request to purchase, lease or otherwise contract to use borough-owned land and resources:

Information it receives from you such as completed applications; income-expense, asset-liability and operating statements; income tax returns; rental and leasing agreements; contracts related to your income and expenses; and employment information and verification.

Information about your transactions with the borough that it secures from its own files, including any department or division of the borough.

Information it receives from credit or consumer reporting agency.

Information it receives from others involved with you or your transaction, such as partners, business associates, title company and escrow company representatives, real estate agents, surveyors, appraisers, contract collection agents, or lenders.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

The borough, as a governmental entity, is required by law to meet certain public information statutes. The borough does not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted or required to by law. The Matanuska-Susitna Borough code provides the following:

MSB 1.50.030(B) in part states that "information shall be released, providing its release does not conflict with the privacy rights of ordinary citizens."

MSB 1.50.040(A) in part states that "This chapter shall not be construed to require disclosure of: (2) personnel, payroll or medical files, or other files which reveal the financial or medical status of any specific individual, the release of which would constitute an unwarranted invasion of privacy.... (7) proprietary information which a manufacturer, consultant or provider reasonably requires to be kept privileged or confidential to protect the property interest or persons or entities providing the information or data; (10) personal information other than name and address given to the borough with the legitimate expectation of privacy in conjunction with licenses, permits, or other borough services."

The borough restricts access to nonpublic personal information about you to those employees who need to know that information to process your requests and provide you with associated services. The borough maintains physical, electronic, and procedural safeguards to guard your nonpublic personal information.

NON-COLLUSION AFFIDAVIT

STATE OF ALASKA)
) ss.
Third Judicial District)

I, _____, being duly sworn, do depose and state:

That I, as an MSB employee, borough elected official or appointed officer, member of an MSB Board, Commission, or Committee, or an immediate family member of such an individual associated with the borough, have submitted an bid for the purchase of Bid Parcel(s) _____, offered in the **2024 Competitive Bid Land Sale**, in the State of Alaska, and have not either directly or indirectly entered into any separate agreement, participated in any collusion, or otherwise taken any action to influence such purchase.

(Signature)

Subscribed and sworn to this ____ day of _____, 2024.

(seal)

Notary Public for the State of Alaska
My Commission expires: _____