

**ARLF LAND SALE #11-01
Over-The-Counter (OTC) Offering
Beginning Friday, January 7th, 2011**

**OFFERED BY THE
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF AGRICULTURE
BOARD OF AGRICULTURE AND CONSERVATION**

1 Kenai Peninsula parcel, surface estate in fee simple



<http://notes3.state.ak.us/pn>

Online Public Notice

State of Alaska Department of
Natural Resources Division of
Agriculture

1800 Glenn Highway, Suite 12
Palmer, Alaska 99645-6736

Amanda Swanson, ARLF
Loan Officer

(907) 761-3869

(907) 745-7242 Fax

Email: Amanda.Swanson@alaska.gov

**State of Alaska Department of
Natural Resources Division of
Agriculture
ARLF Land Sale #11-01
January 7th, 2011**

Parcel	Title	Purchase Price	Improvements	Reservations ***	Comments
1 S006N011W Sec. 35; East 1898.1' of the N 330' of the SE1/4 (7411 Kenai Spur Highway) 7.42 Acres	FS AG 20071	\$14,000 ARLF Financing NOT Guaranteed	NONE	A-G	This parcel contains +-7.42 Acres; is located on the Kenai Spur Hwy, between Kenai and Soldotna. The parcel contains mostly hydric soils, is long and narrow in shape, and is zoned "General Commercial".

**ARLF Land Sale #11-01
RESERVATIONS**

- A. Subject to Reservations and Exceptions as contained in the U.S. Patent.
- B. Subject to all platted easements and other reservations.
- C. Subject to any easements along the section line, as created by AS 19.10.010.
- D. Subject to Reservations and Exceptions as contained in Mineral Patent from the United States of America to the State of Alaska dated August 30, 1982 and Recorded September 27, 1982, Book 194, Page 777. Further, no other examination of the excepted title to minerals has been made herein and no insurance or responsibility therefore is applied or assumed.
- E. Subject to a Highway Reservation 150 feet on each side of the center line of Kenai Spur Hwy., as claimed by the State of Alaska, or its successors in interest, pursuant to Public Land Orders 601, 757, and 1613, and Department Order 2665, issued by the Secretary of Interior of the United States of America.
- F. Subject to a road reservation of 33 feet along each side of the section line as created by U.S.C. 932.
- G. Subject to an Easement, and the terms and conditions thereof, executed by Arthur Foss, granted to Homer Electric Association Inc., Recorded December 30, 1960, Book Misc. 6, Page 182.

Subject to AS 03.10.050 and regulations implementing this law, particularly 11 AAC 39.770. The Board of Agriculture and Conservation will offer one non-agricultural property located on the Kenai Peninsula for sale through an OTC Offering to the first responsive offeror.

This brochure describes the parcel being offered for sale and the sale procedures. All offerors should carefully review this brochure. Questions, objections or comments should be submitted in writing to Amanda Swanson, ARLF Loan Officer at 1800 Glenn Highway, Suite 12, Palmer, Alaska 99645. The State reserves the right to modify this brochure. Significant changes will be noticed to the public through the issuance of a written addendum.

This parcel is being offered on the basis **“AS IS, WHERE IS, WITH NO IMPLIED OR EXPRESSED WARRANTY OF CONDITION WHATSOEVER.”** It is the responsibility of the purchaser to properly locate the properties and any improvements that may be located within the properties.

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who need special accommodations should contact the Division of Agriculture in Palmer between the hours of 8:00 a.m. and 5:00 p.m., Monday – Friday at (907) 745-7200 or TDD (907) 269-8411.

Awards to Purchase are not transferable to another party. In the event no qualified offers are received, the Board of Agriculture and Conservation may, after advertisement re-offer the parcel at a later date. Closing transactions will be completed through a title company at the purchaser’s expense. Taxes, assessments or leases, if applicable, will be prorated as of the date of final closing.

Right To Reject Offers And Withdraw Parcel From Sale

The State reserves the right to reject any or all offers and to postpone or cancel this sale. The parcel may be withdrawn at any time prior to conveyance if such action appears necessary to protect the interest of the State.

Offeror Qualifications

Individuals, corporations, partnerships or other business entities may purchase this parcel. To be qualified, an Offeror must be current on all State of Alaska Department of Natural Resources agreements on the date the offer is submitted, and submit the required offer form, down payment agreement, Offeror’s affidavit and bid deposit. Individual offerors must be at least 18 years of age.

ARLF Land Sale #11-01
Property Profile
Parcel #1
Purchase Price \$14,000

Title: Surface estate in fee simple

Legal Description: The East 1898.1 feet of the North 330 feet in Section 35, Township 6 North, Range 11 West, Seward Meridian, lying South of the Southerly right-of-way of the Kenai Spur Highway, in the Kenai Recording District, Third Judicial District, State of Alaska.

Land: 7.42 acres, more or less

Improvements: None

Access: Parcel is accessed via, and is adjacent to the Kenai Spur Highway

Reservations: A-G; See Reservations Page

Financing Terms: **ARLF Contract Financing available subject to approval of the BAC. NO Guarantee of ARLF Financing. Entire balance due within 60 days of Notice of Award**

Inspection Contact: **Inspections by appointment only.** Contact Amanda Swanson, ARLF Loan Officer, at the Division of Agriculture in Palmer, (907) 761-3869.
Email: Amanda.Swanson@alaska.gov

Information/Maps/Photos: Division of Agriculture – Palmer

**AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY**

This Agreement entered into and made effective this _____ day of _____, 2011 by and between the State of Alaska, Department of Natural Resources, Board of Agriculture and Conservation of 1800 Glenn Highway, Suite 12, Palmer, Alaska 99645-6736 (“Seller”), and _____, of _____, (“Buyer”). Seller agrees to sell and Buyer agrees to purchase the Property as described herein.

1. Property. Seller shall sell and Buyer shall purchase the following real property (collectively the “Property”) **“AS IS WHERE IS WITHOUT ANY IMPLIED OR EXPRESS WARRANTY OF CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE,”** located on the Kenai Peninsula in Alaska, more particularly described as follows:

The East 1898.1 feet of the North 330 feet in Section 35, Township 6 North, Range 11 West, Seward Meridian, lying South of the Southerly right-of-way of the Kenai Spur Highway, in the Kenai Recording District, Third Judicial District, State of Alaska.

2. Purchase Price. The total purchase price for the property shall be \$Fourteen Thousand U.S.DOLLARS (\$14,000.00).

3. Payment.

a. Deposit. Buyer shall make a non-refundable deposit in the amount of \$1,400.00 payable to the Agricultural Revolving Loan Fund in the form of a cashier’s check, money order, or certified check. Personal checks will not be accepted. The deposit is non-refundable, absent non performance by Seller, and shall be applied to the total purchase price.

b. Final Payment. Buyer shall pay the entire remaining balance no later than sixty (60) days from the issue of an Award to Purchase, or other date as agreed upon in writing by both parties, in the form of a cashier’s check, money order, or certified check and made payable to the Agricultural Revolving Loan Fund. Failure to pay the entire remaining balance on or before the time allowed will cause Buyer to be in default under this agreement.

4. Title. Upon payment of the entire purchase price, Seller shall convey title to Buyer by Quitclaim Deed subject to all reservations and encumbrances as provided in the ARLF Land Sale, #11-01 brochure (attached hereto and incorporated herein). The sale is governed by AS 03.10.050 and related regulations that provide for the conveyance of the

surface estate in fee simple. The State reserves the entire sub-surface estate including, but not limited to, coal, oil, gas, ore, minerals, geothermal resources, and fossils. The Property is subject to any and all valid reservations including, but not limited to, sub-surface reservations, easements and valid rights-of-way for roads, highways, power lines and pipelines. The Property is subject to such taxes and assessments as may be levied by taxing authorities and shall be prorated as of closing date.

5. AS IS WITHOUT WARRANTY. Seller is transferring the property “**AS IS WHERE IS WITHOUT ANY IMPLIED OR EXPRESS WARRANTY OF CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**”

a. Independent Inspection and Due Diligence. Buyer has conducted an independent inspection of the property, is familiar with its condition, and accepts the Property AS IS. Buyer agrees to indemnify, hold harmless, and hereby release Seller from and against all liability or loss resulting from claims, demands, costs, or judgments arising from the property from and after the date of closing. These obligations of indemnification shall survive closing and shall be continuing warranties, not merging into the document.

b. Zoning Ordinances and Uses of Property. The Seller makes no guaranty, warranty or representation, expressed or implied, as to kind, character, or use of the Property. Buyer acknowledges that local, state and Federal statutes and/or regulations, ordinances may limit use and/or development of Parcel #1. Seller makes no implied or express warranty as to permitted uses of the Property.

6. Closing. Closing and recording shall occur on or before the expiration of the 60 days allowed. At the time of closing, the parties shall execute all documents reasonably required.

7. Closing Costs. Buyer shall pay all closing costs to close this transaction, including but not limited to costs of any preliminary commitment for title insurance, owner’s title policy, recording, document preparation, and any other costs normally assessed by a mortgage company to Buyers. Any insurance policies currently held by Seller are not being transferred to or assumed by Buyer and shall not be prorated. Any refunds on such insurance policies shall belong to Seller or their lessees.

8. Potentially Hazardous or Toxic Substances or Materials. Buyer acknowledges that the Property may contain hazardous or toxic substances or materials, including but not limited to asbestos, lead, petroleum, metals, and chemicals.

a. Assumption of Risk. Buyer is aware that exposure to hazardous or toxic substances may result in certain diseases and is aware that the removal, disposal or disturbance of these substances may require permitting or other

authorization from the Alaska Department of Environmental Conservation, or similar state or federal agency. Buyer understands the nature of asbestos and other hazardous or toxic substances or materials and the injuries or damage that may possibly be caused by the existence of asbestos and other hazardous or toxic substances or materials on the Property and the nature of the risk of disease from exposure to asbestos and other hazardous or toxic substances or materials and HEREBY AGREES TO ASSUME THOSE RISKS.

b. Waiver and Release. Buyer for themselves, their heirs, executors, administrators and successors in interest, hereby waive, release and discharge Seller and its officers, agents, employees, successors and assigns from any liability of any nature, including personal injury, property damage, physical destruction of the property and improvements, inability to repair, remodel or renovate the property, diminution in the value of the property by the actions of any governmental entity and any other thing whatsoever which may arise or result from the existence of asbestos or any other hazardous or toxic substance on or in the Property.

9. Indemnity. Buyer shall indemnify, defend, and hold Seller, its agents, and employees harmless from and against any and all liability, loss, suit, claim, judgment, fine, demand, damage, penalty, property damage, or personal injury of whatever kind, including sums paid in settlement of claims, attorney fees, consultant fees, expert fees, or costs incurred arising from or connected with the Purchase Sale Agreement, Buyer's use or occupation of the Property, Buyer's operations or any act or omission by the Buyer, its agents, contractors, employees, or customers. Buyer shall give Seller reasonable notice of any such claims or actions and shall use counsel acceptable to Seller in carrying out its obligation.

10. Default. Should Buyer fail to perform its agreement hereunder or to consummate the Agreement with Seller upon Seller's tender of full performance hereunder, Seller may elect to terminate this Agreement. If Seller elects to terminate this Agreement, all payments made hereunder shall be retained by Seller, and Seller shall have the right to recover from Buyer all expenses incurred in negotiating and preparing for closing of the sale.

11. Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

12. Severance. In the event any provision hereof is determined by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall be deemed to remain enforceable, unless to do so would be materially contrary to the parties' purpose in entering into the Agreement.

13. Rule of Construction. All parties have had an opportunity to consult with counsel of their choosing with respect to this Agreement, and the rule of construction that an Agreement is more strictly construed against the draftsman shall not apply in interpreting this Agreement.

14. Entire Agreement. Subject to the terms and conditions of the ARLF Land Sale #11-01 OTC Offering, this Purchase and Sale Agreement constitutes the entire agreement between the parties pertaining to the property referred to herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

15. Non waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision nor shall any waiver be binding unless executed in writing by the party making the waiver.

16. Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Alaska.

ARLF SALE #11-01 OTC OFFERING INSTRUCTIONS

All offers to purchase the parcel through the OTC offering must be submitted in person or mailed in an envelope labeled “**ARLF Land Sale #11-01 OTC Offering**” to

Division of Agriculture
ARLF Land Sale #11-01 OTC Offering
1800 Glenn Highway Suite 12
Palmer, Alaska 99645-6736
Phone: 907-745-7200

Office hours: Monday through Friday 8:00 a.m. - 5:00 p.m.

All OTC offers will be considered simultaneous offers. If more than one offer is received, the names of the persons submitting simultaneous offers will be placed in a hat and one name will be drawn. The winner’s offer will be reviewed to determine if it is responsive. If the offer is responsive, the person will be given a Notice of Award to Purchase. If the winner’s offer is not responsive; we will draw another name and continue the process until a responsive Offeror is awarded the rights to purchase the parcel.

To submit an OTC offer to purchase the parcel, an applicant must include:

1. a completed ARLF Sale #11-01 OTC Application form provided in this brochure;
2. a bid deposit of \$1,400.00, payable to the Agricultural Revolving Loan Fund (ARLF) in the form of a cashier’s check, money order or certified check. Cash will not be accepted. The responsive Offeror’s bid deposit is non-refundable (unless, an offeror applies for and is denied ARLF Contract Financing) and will be applied toward the purchase price. **Bid deposits received from unsuccessful offerors will be returned.**
3. a completed and notarized ARLF Sale #11-01 OTC Offeror affidavit form provided in this brochure, for the applicant and all parties being represented by the applicant;
4. a corporate or LLC resolution showing authority of the corporation or LLC to offer for the property as part of their offer package submitted for ARLF Sale #11-01 if the Offeror is a corporation or LLC;
5. a letter or other documentation from a lender or financial institution indicating that the Offeror has the financial ability to close on the transaction, or a completed ARLF Loan Application package requesting ARLF Contract Financing;
6. a completed ARLF Sale #11-01 OTC bid deposit agreement form provided in this brochure; and
7. a completed and notarized Agreement for Purchase and Sale of Real Property.

Additionally, all offers to purchase the property must be in compliance with the terms and conditions of the ARLF Sale #11-01 to be determined responsive.

The first offeror to comply with all terms of the ARLF Sale #11-01 OTC Offering will be awarded the rights to purchase the parcel, subject to all terms and conditions of the ARLF Land Sale #11-01 OTC offering.

STATE OF ALASKA DEPARTMENT OF
NATURAL RESOURCES DIVISION OF
AGRICULTURE

ARLF Land Sale #11-01 OTC Offering
Offeror's Affidavit

_____, being first duly sworn, state(s) the following:
Offeror's Name

Offeror has carefully examined ARLF Land Sale #11-01 Brochure and OTC Instructions.

Offeror acknowledges that all documentation submitted becomes the property of the State of Alaska and, except for confidential financial records, becomes public information at the time of sale award.

The offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

The offer is genuine, not collusive or a sham.

The Offeror has not directly, or indirectly, induced or solicited any other Offeror to submit a false or sham offer and has not directly, or indirectly, colluded, conspired, connived or agreed with any Offeror or anyone else to submit a sham offer or to refrain from submitting a offer.

The Offeror has not in any manner directly, or indirectly, sought by agreement, communication or conference with anyone to fix the obligations of this or any other offer; nor to secure any undue advantage against the Department of Natural Resources, or anyone interested in ARLF Land Sale #11-01 OTC Offering.

All statements contained in the offer are true.

The Offeror has not directly, or indirectly, divulged the offer to any individual, any agent of any corporation or company, or organization competing in the ARLF Land Sale #11-01 OTC Offering.

The Offeror has not paid and will not pay or agree to pay directly, or indirectly, any money or other valuable consideration to any public official that may participate in the selection of the successful Offeror.

The Offeror is presently in compliance on all State of Alaska Department of Natural Resources agreements.

The Offeror is able to successfully undertake and complete the responsibilities and obligations of this offering and offer as submitted.

Bid Deposit Receipt
ARLF Land Sale #11-01 OTC

Parcel #1

S006N011W Sec. 35; East 1898.1' of the N 330' of the SE1/4 (7411 Kenai Spur Highway) 7.42 Acres; and further described as Kenai Peninsula Borough Tax Parcel Id# 04103017 located at 7411 Kenai Spur Highway between Soldotna and Kenai, Alaska.

Purchaser Name, Address & Phone

_____	Sales Price \$	14,000.00
_____	Bid Deposit \$	<u>1,400.00</u>
_____	Balance \$	12,600.00

The PURCHASER agrees to purchase from the State of Alaska, referred to as SELLER, the above-described parcel, subject to the conditions/reservations in ARLF Land Sale #11-01 brochure and OTC Instructions; and upon the terms and conditions contained in this agreement.

The monies received by this document are non-refundable and will be applied to the purchase price as down payment. The balance is due no later than 60 days after the Award to Purchase is issued, unless otherwise agreed to in writing by the Division of Agriculture. Title insurance and closing agent fees are at the Purchaser's expense. Taxes, Assessments and Leases, if applicable, to be prorated as of the disbursement date.

The Purchaser certifies under penalty of perjury that:

- The price indicated above is the offer price for the parcel described in this document;
- The purchaser has examined the terms and conditions of the sale as contained in this document, the ARLF Land Sale #11-01 brochure, including the Purchase Sale Agreement and accepts the terms and conditions contained within;
- The purchaser concurs with the practices and procedures used in conjunction with this sale and is fully qualified and eligible to participate in this sale;
- The purchaser inspected Parcel #1, or voluntarily declined to do so, and is satisfied as to the condition of the parcel and accepts it **“AS IS WHERE IS WITHOUT ANY IMPLIED OR EXPRESS WARRANTY OF CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE”**; and
- The purchaser understands that the sale of the this parcel is the conveyance of the surface estate only in fee simple by Quit Claim Deed; subject to reservations of record and subject to reservations, exclusions, terms and conditions outlined in the brochure and the Purchase and Sale Agreement.

DATED: _____

DATED: _____

PURCHASER:

SELLER: Division of Agriculture, Director
Or Designee

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES - DIVISION OF AGRICULTURE
OVER-THE-COUNTER (OTC) ARLF APPLICATION TO PURCHASE**

Please read all the information in the ARLF Land Sale #11-01 brochure before completing this form. This form must be filled out completely and submitted in a sealed envelope labeled "ARLF Land Sale #11-01 OTC" along with all other required documentation and bid deposit. Failure to do so may result in the rejection of your application.

Please PRINT LEGIBLY when filling out this form and sign the certification below.

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Telephone Number: _____ Home Telephone Number: _____

I hereby apply to purchase: Parcel #1 of ARLF LAND SALE #11-01 OTC Offering

Purchase Amount \$14,000.00

By my signature below, I hereby certify that:

1. I am 18 years of age or older;
2. I have checked for any erratas or supplemental information and accept the terms and conditions therein, and;
3. I have included with this application:
 - a. a completed ARLF Over-The-Counter Application form provided in ARLF Land Sale #11-01 brochure;
 - b. a bid deposit of \$1,400.00, payable to the Agricultural Revolving Loan Fund (ARLF) in the form of a cashier's check, money order or certified check. The responsive offeror's bid deposit is non-refundable (unless, an offeror applies for and is denied ARLF Contract Financing) and will be applied toward the purchase price;
 - c. a completed and notarized ARLF Sale #11-01 OTC Offeror affidavit form;
 - d. a completed ARLF Sale #11-01 OTC bid deposit agreement form;
 - e. a completed and notarized Agreement for Purchase and Sale of Real Property as provided in the brochure; and
 - f. a completed ARLF Loan Application package is attached to this submittal package (if ARLF Contract Financing is being requested).

Signature: _____ Date: _____

OTC OFFER REQUIREMENTS

Completed OTC Application Submitted	YES/NO
\$1,400 Bid Deposit Included	YES/NO
Corporate/LLC Resolution	YES/NO
Completed OTC Offer Form Attached	YES/NO
Completed OTC Bid Deposit Agreement Attached	YES/NO
Completed OTC Offeror's Affidavit Attached	YES/NO
Proof of Financial Ability Included	YES/NO
ARLF Contract Financing Request and Completed Application	YES/NO
Completed and notarized Agreement for Purchase and Sale of Real Property	YES/NO

