



CITY & BOROUGH of YAKUTAT

P.O. Box 160
Yakutat, Alaska 99689
Phone (907) 784-3323
Fax (907) 784-3281

**PLEASE
DO NOT
REMOVE**

**NOTICE OF
City & Borough of Yakutat
LAND SALE**

THE FOLLOW PARCELS OF REAL PROPERTY ARE FOR SALE BY THE CITY AND BOROUGH OF YAKUTAT BY SEALED BID TO THE HIGHEST BIDDER, IN ACCORDANCE WITH THE PROVISIONS OF ASSEMBLY RESOLUTION 17-284 AND CBY CODE 7.16.040, A COPY OF WHICH IS ATTACHED TO THIS NOTICE. SEALED BIDS MUST BE RECEIVED AT YAKUTAT BOROUGH OFFICE ON OR BEFORE FIVE PM NOVEMBER 20, 2017. "PLEASE LABEL ENVELOPE 2017 CBY LAND SALE" ALL BIDS WILL BE OPENED PUBLICLY AT YAKUTAT BOROUGH OFFICES AT ONE PM NOVEMBER 21, 2017. A BIDDER MAY BE AN INDIVIDUAL OR AN ENTITY. IF THE BIDDER IS AN INDIVIDUAL, HE OR SHE MUST BE 18 YEARS OF AGE OR OLDER AS OF THE DATE OF THE BID OPENING. A BIDDER MUST BE PHYSICALLY PRESENT AT THE BID OPENING OR BE REPRESENTED BY A PERSON PHYSICALLY PRESENT WHO IS AUTHORIZED IN WRITING TO EXECUTE LEGAL DOCUMENTS ON BEHALF OF THE BIDDER.

ALL BIDDERS ARE ENCOURAGED TO REVIEW ALL OF THE CONDITIONS OF THE BID AND SALE. ALL DOCUMENTS ARE AVAILABLE FOR REVIEW AT THE BOROUGH OFFICES DURING REGULAR BUSINESS HOURS MONDAY THROUGH FRIDAY. PLEASE CALL OR STOP BY THE CBY OFFICE FOR MORE INFORMATION.

Legal Description	MINIMUM BID	PARCEL ID
USS 4853	PRICE	
BLK 8 LOT 5	5,700.00	32018
BLK 8 LOT 6	6,600.00	32016
BLK 8 LOT 7	5,700.00	32017
BLK 7 LOT 1	6,050.00	32013
BLK 7 LOT 2	6,050.00	32014
BLK 7 LOT 3	12,200.00	32015
BLK 7 LOT 5	27,000.00	32010
BLK 7 LOT 6	28,300.00	32011
BLK 7 LOT 7	22,900.00	32012

For this packet of information
please email
yakclerk@yakutatak.us. or
call 784-3323 ext 104

POSTING DATE: October 17, 2017

POSTING PLACES: CBY Hall, Mallott's Store, Monti Bay Foods,

POSTED BY: C. Bremner CMC, Borough Clerk

ATTACHMENTS: RES 17-284, CBY Code 7.16.040, Map, Sale of Contract, Deed of Trust, Deed of Trust Note & Quit Claim Deed

**CITY AND BOROUGH OF YAKUTAT, ALASKA
RESOLUTION 17-284**

A RESOLUTION DESIGNATING CERTAIN BOROUGH OWNED REAL PROPERTY FOR SALE, AND DESIGNATING THE TERMS AND CONDITIONS OF SAID SALE.

WHEREAS, the Borough Assembly has determined that certain real property owned by the Borough is not currently required for municipal purposes, and may be sold by sealed bid to the highest responsible bidder.

THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF YAKUTAT, ALASKA as follows:

SECTION 1: The real properties identified in SECTION 2 below are hereby designated as properties not currently required for municipal purposes, and shall be sold by the Borough, subject to the following terms and conditions.

SECTION 2: Said properties shall be sold by sealed bid to the highest responsible bidder, as authorized by CCBY 7.16.040. The minimum bid price is set forth below, and represents the assessed value of the property. All properties are located in United States (U.S.) Survey 4853, Yakutat Townsite:

Lot	Block	Minimum Bid price
5	8	\$ 5,700.00
6	8	\$ 6,600.00
7	8	\$ 5,700.00
1	7	\$12,200.00
2	7	\$ 6,050.00
3	7	\$12,200.00
5	7	\$27,000.00
6	7	\$28,300.00
7	7	\$22,900.00

SECTION 3: The bid opening shall be conducted publicly at the Borough Offices, during regular business hours, by the Borough Manager or the Manager's designee. The date and time of the bid opening, and the due date, time and manner for bid submission, shall be established by the Borough Manager, and notice of same given in compliance with CCBY 7.16.040(4).

SECTION 4: A bidder must be physically present at the bid opening, or be represented by a person physically present at the opening who is authorized, in writing, to execute legal documents on behalf of the bidder. At the time of the bid opening, the purchaser, or purchaser's legal representative, shall, immediately upon being declared the highest responsible bidder, sign a Contract of Sale whereby purchaser agrees to purchase the property for the sale price, and further agrees to all other terms and conditions set forth in this resolution and in the Contract of Sale.

SECTION 5: Both individuals and business entities are eligible to participate in the land sale; however any individual participating must be eighteen (18) years of age or older as of the date of the bid opening. A bid submitted by an ineligible individual shall be void, and the individual shall not be entitled to purchase a property regardless of the outcome of the bid opening.

SECTION 6: The purchaser shall pay a minimum of five percent (5%) of the sale price as a down payment, within three (3) calendar days of the date of the bid opening, failing which the purchaser shall have no further rights whatsoever to purchase the property. The balance of the purchase price shall be paid in full within thirty (30) calendar days of the date of the bid opening, except as otherwise set out in Section 7. Conveyance of the property to the purchaser shall be by quitclaim deed upon payment of the full purchase price.

SECTION 7: The purchaser may elect to pay the balance of the sale price to the Borough over a term not exceeding ten (10) years, at an interest rate of eight percent (8%) per annum. That purchaser shall, within thirty (30) calendar days of the date of the bid opening, execute a Deed of Trust securing said balance, and related Deed of Trust Note, and receive a quitclaim deed to the property. The Note shall provide that a late fee of 10% of the monthly installment payment shall be imposed if the monthly payment is more than five (5) calendar days delinquent. That purchaser shall be responsible for payment of all costs and set-up fees of the escrow account established, fees of recordation, and a fee of \$750.00 to the City and Borough of Yakutat for document preparation and administration, which fees shall be paid in full at the time of execution of the Deed of Trust documents. That purchaser shall also be responsible for payment of any and all subsequent costs and annual fees imposed by the holder of the escrow account.

SECTION 8: In the event that within the thirty (30) day period set forth above, the balance of the sale price is not paid in full or financed in compliance with Section 7, the down payment made by the purchaser shall be forfeited to the Borough and the purchaser shall have no further rights whatsoever to purchase the property. This section

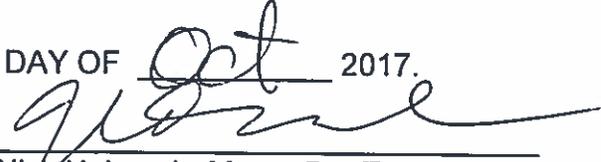
is not intended to limit any other legal remedy available to the Borough, including the right to bring suit for specific performance.

SECTION 9: The Contract of Sale, Quitclaim Deed, and Deed of Trust documents referenced in Section 7 shall be in substantially the form as attached hereto.

SECTION 10: Each property, and any current improvements located thereon, shall be sold "as is, where is", in their current condition. The Borough expressly makes no representations regarding, and disclaims any liability for, each property to be sold, 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 of the property; (3) the status or insurability of title to the property, including the status of the title held by the Borough and the existence of any liens, encumbrances or conditions on the property; (4) the ability of the purchaser to utilize the property, and/or any improvements, in any fashion; (5) the existence, or the potential for installation, of streets or utilities on or to the property; and (6) the applicable zoning of the property. Each property is sold subject to all platted easements and reservations, and may only be used for the purpose for which it is zoned. Each property is sold expressly subject to all 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.

SECTION 11: If no valid bid is submitted for purchase of a property to be sold under this resolution, or if a down payment or sale price balance for a property on which a Contract of Sale was executed is not timely paid in full or financed in compliance with Sections 6 and 7 above, that property may thereafter be available for sale by the Borough, with no further public notice required, on an over-the-counter basis, pursuant to the terms of CCBY 7.16.180.

SECTION 12: The Borough Manager is authorized to sign, on behalf of the Borough, the documents set forth herein.

PASSED AND APPROVED THIS 5 DAY OF Oct 2017.


Nick Holcomb, Mayor Pro Tempore

ATTEST:


Cathy Bremner, Borough Clerk



Ridge Road Lots

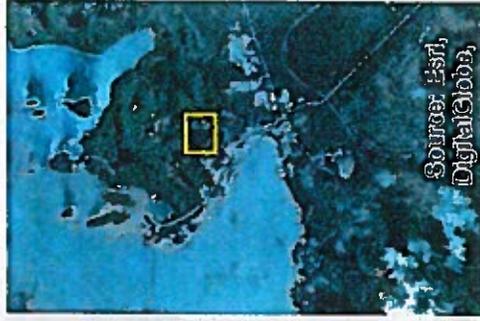
Date: 10/11/2017

Legend

CBY Owned Lots



Location Map



Rhonda Coston, City Planner
309 Max Heilo Drive
Yakutat, AK 99689
www.yakutat.ak.us
(907)784-3329

The locations and lines shown on this map are approximations only, and not intended to reflect the actual location or size of any parcel. The information contained on this map is not intended for official or legal use. The City and Borough of Yakutat assumes no responsibility for errors or omissions of any information displayed here on, nor for any reliance on the use or misuse of this map.

Special References:
State Plane Zone 1, NAD 83
Data Source:
Alaska DNR, City and Borough of Yakutat
ProDigitized BV
Alaska Map Company, LLC
www.alaskamap.com



7.16.040 Disposition Procedures. The Borough may dispose of an interest in any real property which is no longer necessary for municipal purposes as follows:

1. The Borough Assembly shall initiate any disposal of an interest in real property by resolution. This Chapter does not apply to property acquired by tax foreclosure or condemnation proceeding.

2. All disposals shall be made at current assessed value or at current appraised value unless otherwise determined by a resolution or ordinance of the Assembly. Exceptions may be made where the Assembly finds that a particular disposition will be in the public interest.

3. Except as provided by in Sections 7.16.060 through .080, all disposals of interests in real property shall be by sealed bid to the highest responsible bidder, provided however that the Borough Assembly may reject all bids within two weeks of the date of the bid opening.

4. A notice of the proposed disposal of any interest in real property shall be posted in at least three public places in the Borough not less than thirty days before the date of the bid opening or not less than thirty days before the date of the passage of the resolution authorizing the disposal. The published notice shall include a legal description of the property and shall describe the Borough's interest, the method of disposal, the value of the interest according to current assessment or current appraisal, the date of the proposed disposal and the time, place and manner in which the bids shall be submitted and opened, or the proposed disposal shall occur.

5. Sealed bids shall be received by the Borough Clerk within the time set in the published notice for submission of bids. All bids shall be opened publicly.

CONTRACT OF SALE

This contract of sale is made between the City and Borough of Yakutat, whose address is P.O. Box 160, Yakutat, Alaska, 99689, 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 power of attorney form, or copy thereof, is attached hereto.

1. Upon the following terms and conditions, and those set out in Resolution 17-____ of the City and Borough of Yakutat, Seller hereby agrees to sell and convey, and Buyer agrees to purchase, the following described real property:

Lot _____, Block _____, U.S. Survey 4853, Yakutat Townsite, Juneau Recording District, First Judicial District, State of Alaska

2. (a) The total purchase price is \$_____, payable as follows: A minimum of five percent (5%) of the purchase price shall be paid to the Seller within three (3) calendar days of execution of this contract of sale, failing which the Buyer shall have no further rights whatsoever to purchase the property. The balance of the purchase price shall be paid in full within thirty (30) calendar days of execution of this contract of sale, except as otherwise set out in paragraph (b) below. Conveyance of the property to the Buyer shall be by quitclaim deed upon payment of the full purchase price, or upon execution of deed of trust documents as set out in paragraph (b) below.

(b) Buyer may elect to pay the balance of the purchase price to the Borough over a term not exceeding ten (10) years, said balance to accrue interest at the rate of eight percent (8%) per annum. If Buyer so elects, the Buyer shall, within thirty (30) calendar days of the date of execution of this contract of sale, execute a Deed of Trust and Deed of Trust Note in favor of the Seller, and encumbering the sale property, to secure payment of the balance of the purchase price. The Deed of Trust note shall provide for a late fee of 10% of the monthly installment payment to be imposed if the monthly payment is more than five (5) calendar days delinquent. The Buyer shall also be responsible for all costs and set-up fees of the escrow account established, recordation fees, and a fee of \$750 payable to the City and Borough of Yakutat for document preparation/administration costs. These fees shall be paid in full at the time of execution of the Deed of Trust documents. Buyer shall also be responsible for payment of any and all subsequent costs and annual fees imposed by the holder of the escrow account. The form of the Deed of Trust documents shall be as approved under the Assembly Resolution.

(c) In the event that within the thirty (30) day period set forth above, the balance of the sale price is not paid in full or financed in compliance with paragraph (b) above, the down payment made by the 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, including the right to bring suit for specific performance.

3. The property, and any improvements located thereon, are sold "as is, where is", in their current condition. 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 status of the title held by the Seller and 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; (5) the existence, or the potential for installation, of streets or utilities on or to the property; and (6) the applicable zoning of the property.

4. The property is sold subject to all platted easements and reservations, and may only be used for the purpose for which it is zoned. This 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: CITY AND BOROUGH OF YAKUTAT

(signature)
By: Jon Erickson
Its: Borough Manager

Date: _____

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Jon Erickson, to me known to be the Borough Manager of the City and Borough of Yakutat, 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 City and Borough of Yakutat for the uses and purposes therein mentioned.

WITNESS my hand and official seal this ___ day of _____, 2017.

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 _____, 2017.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

For recordation in the Juneau Recording District

DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2017, between _____, as Grantor, whose address is _____; First American Title Insurance Company, as Trustee, whose address is 8251 Glacier Highway, Juneau, Alaska 99801; and the City and Borough of Yakutat, as Beneficiary, whose address is P.O. Box 160, Yakutat, Alaska, 996899;

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Yakutat, Alaska:

Lot _____, Block _____, U.S. Survey 4853, Yakutat Townsite, Juneau Recording District, First Judicial District, State of Alaska.

together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment in accordance with the terms of a promissory note of even date herewith payable to Beneficiary and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire and other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as Beneficiary's interests may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee and Beneficiary incurred in enforcing the obligation secured hereby, and Trustee and attorney fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, but without obligation to do so and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof; and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust. Grantor shall reimburse to Beneficiary the full amount of any such payment or payments made by Beneficiary within ten days thereof, failing which Grantor shall be in default under this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured after its due date, Beneficiary does not waive the right either to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the

Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. If all or any part of the property, or any interest in it, is sold or transferred without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration, which shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust.

5. Upon default by Grantor in the 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 upon written request of Beneficiary, Trustee shall sell the trust property in accordance with the laws of the State of Alaska, at public auction to the highest bidder. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including reasonable Trustee and attorney fees; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

6. Trustee shall deliver to the Purchaser at the sale, its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of Grantor's execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof.

7. The power of sale conferred by this Deed of Trust and by the laws of the State of Alaska is not an exclusive remedy; Beneficiary may exercise any and/or all remedies permitted by law.

8. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority under this Deed of Trust, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and without notice, either in person or by agent, take action, including entering upon the property, to collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorney fees, upon the indebtedness secured hereby, and in such order as Beneficiary may determine. Action taken hereunder shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

DEED OF TRUST NOTE

\$ _____

Yakutat, Alaska

_____, 2017

FOR VALUE RECEIVED, the undersigned, promises to pay to the order of the City and Borough of Yakutat, whose address is P.O. Box 160, Yakutat, Alaska 99689, the principal sum of _____ Dollars (\$ _____), together with interest at the rate of eight percent (8%) per annum, payable in monthly installments of _____ Dollars (\$ _____), with the first monthly payment due on the first (1st) day of _____, 2017, and a like payment on the same day of each month thereafter until fully paid, with all remaining principal and interest due and payable on _____ 1, 2027. If the full monthly payment is not paid by the end of five calendar days after the date it is due, a late charge in the amount of \$ _____ will be immediately due and payable by the undersigned. The number of days prior to imposition of a late charge shall not be considered as a grace period for the payment date required under this Note, and the undersigned shall be in default if the payment is not paid on the due date. The said principal and interest, and any late charge, shall be payable into an account established by the holder at First National Bank Alaska, or at such other place as the holder may designate.

If default be made in the payment of this Note, or if there be failure to comply with any of the agreements contained in the Deed of Trust securing the Note, the entire principal sum 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 the same in the event of any subsequent default. In the event of default, the undersigned promises and agrees to pay all costs and expenses as may be incurred in collection, including reasonable attorney fees, whether or not any suit or foreclosure proceeding is instituted.

This note is secured by a Deed of Trust of even date herewith, executed by the undersigned on certain property described as Lot _____, Block _____, U.S. Survey 4853, Yakutat Townsite, Juneau Recording District, First Judicial District, State of Alaska, and represents money actually used for the acquisition of said property.

The undersigned agrees to be bound, and hereby waives any homestead or exemption right against said debt, waives demand, protest and notice of demand, protest and nonpayment, and expressly agrees that this note or any payment hereunder may be extended from time to time and consent given to the acceptance of further security, including other types of security, all without in any way affecting the liability of the undersigned. There shall be no prepayment penalty should the undersigned accelerate any payments.

The undersigned borrower is personally obligated and fully liable for the amount due under this Note. The beneficiary has the right to sue on the Note and obtain a personal

judgment against the borrower for satisfaction of the amount due under the Note, either before or after judicial foreclosure of the Deed of Trust under AS 09.45.170 - 09.45.220.

Dated: _____

By: _____

Signature

Printed Name: _____

ACKNOWLEDGEMENT

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 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 _____, 2017.

Notary Public in and for the State of Alaska
My commission expires: _____

For recordation in the Juneau Recording District

QUITCLAIM DEED

The Grantor, THE CITY AND BOROUGH OF YAKUTAT, whose address is P. O. Box 160, Yakutat, Alaska, 99689, 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 to Grantee, _____, whose address is _____, all of Grantor's interest, without warranty, in the following described real property:

Lot _____, Block _____, U.S. Survey 4853, Yakutat Townsite, Juneau Recording District, First Judicial District, State of Alaska.

DATED this _____ day of _____, 2017.

Grantor: CITY AND BOROUGH OF YAKUTAT

By: _____

Jon Erickson

Its: Borough Manager

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT)

THE FOREGOING INSTRUMENT was acknowledged before me by Jon Erickson, the Borough Manager of the City and Borough of Yakutat, Alaska.

WITNESS my hand and official seal this ____ day of _____, 2017.

Notary Public in and for Alaska
My commission expires: _____

Return to: