



CITY & BOROUGH of YAKUTAT

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

NOTICE OF SALE OF VESSEL AT PUBLIC AUCTION

Vessel to be sold:

Approx. 36' fishing vessel, monikered "Omikay", currently located at Yakutat Small Boat Harbor Parking Lot (Vessel owner: James Nelson, PO B0x449, Yakutat, AK 99689)

Date of Auction: Monday, April 22, 2024 at 12:00 pm

Location of Auction: CBY Hall

Minimum Bid: \$2750.00

Pursuant to CCBY 16.04.120, the City and Borough of Yakutat ("the Borough") hereby gives notice of an outcry auction to be held at the date, time, and location stated above to conduct a sale of the vessel monikered "Omikay" to the highest and best bidder. The vessel has been impounded by the Borough for delinquent moorage fees. The condition and value of the vessel are unknown.

The sale price shall be paid in cash upon declaration of the successful bidder. The successful bidder shall be required to sign an agreement releasing the Borough from any and all liability in connection with the vessel, and the Borough shall make and deliver a Bill of Sale without warranties. The purchaser will be required to remove the vessel from CBY property on or before 4:00 pm on April 22, 2024; otherwise, the funds paid will be forfeited and the purchaser shall have no further rights to the vessel.

Any questions by potential bidders regarding this auction should be submitted to the Borough Clerk at the following email address: clerk@yakutatak.us.

POSTED ON: March 18, 2024

POSTED AT: CBY Small Boat Harbor; CBY Hall, Alaska Commercial Co., Yakutat Hardware, and Mallotts General Store

CITY AND BOROUGH OF YAKUTAT

Agreement regarding Transfer of Vessel

1. The City and Borough of Yakutat (Borough) hereby agrees to sell, transfer, convey and assign to _____ (Purchaser) all of its interest in a vessel monikered "Omikay" (the vessel), which is currently located on CBY property at the Yakutat Small Boat Harbor Parking Lot. The vessel is sold "as is, where is", in its current condition. THE PURCHASER ACKNOWLEDGES THAT THE BOROUGH IS MAKING NO GUARANTIES, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE KIND, SIZE, QUALITY, DESCRIPTION, MERCHANTABILITY, PROFITABILITY, OR CONDITION OF THE VESSEL, ITS FITNESS FOR ANY USE OR PURPOSE OR ITS SEAWORTHINESS, OR THE STATUS OR INSURABILITY OF TITLE TO THE VESSEL, INCLUDING THE STATUS OF THE TITLE HELD BY THE BOROUGH AND THE EXISTENCE OF ANY LIENS OR ENCUMBRANCES ON THE VESSEL. Any applicable statutory or other warranty is expressly disclaimed by the Borough and waived by Purchaser. The Purchaser agrees that it has had full opportunity to inspect and evaluate the vessel prior to the sale, and that by taking possession of it, Purchaser shall be deemed to have accepted same as being suitable for its use and to accept all risks, obvious or hidden, arising from its possession, ownership and use. The Purchaser further agrees that it has not relied upon any representations of the Borough to induce Purchaser to purchase the vessel or to sign any documents pertaining to purchase.

2. The purchase price is \$_____. This amount is hereby tendered in cash by Purchaser to the Borough, receipt of which is hereby acknowledged.

3. The Purchaser expressly agrees to remove the vessel from its current location, at Purchaser's sole risk and expense, on or before 4:00 p.m., April 22, 2024. If Purchaser fails to timely remove the vessel, the funds paid by Purchaser to the Borough, and Purchaser's rights to the vessel, will be forfeited, and the Borough is free to permanently dispose of or resell the vessel, with no notice to Purchaser.

4. The Purchaser hereby expressly agrees that the Borough shall not incur any liability of any kind whatsoever in connection with the vessel, and Purchaser hereby waives and releases the Borough from any claim, liability or cause of action whatsoever, of any kind or nature, that results from or occurs in connection with the vessel or the use, inability to use, possession, storage, or ownership thereof, including without limitation any claim arising out of any failure or defect in the vessel, loss of the vessel, or injury or illness or death relating to the vessel. **The Purchaser expressly states that it is Purchaser's intent to release the Borough from all liability regardless of the cause(s) of said injury, damage or loss, including liability for the Borough's own negligence. Purchaser expressly understands that this means that it is waiving any and all right it has to make a claim against or sue Borough for any injury, loss or damage sustained.** The Purchaser shall defend and indemnify the Borough and hold it, and its officers, agents and employees, harmless from and against every claim, charge, demand, liability, loss, cost, expense and cause of action whatsoever (including attorney fees) of any kind and nature, by whomever and however asserted, whether arising out of contract, tort, statute, or otherwise, in law or in equity, against or incurred by the Borough arising or alleged to have arisen out of, or in any way related to or connected with, the vessel being sold or any act or omission of any party in connection with the vessel.

Purchaser:

Name: _____(Please Print)

Its: _____

Signature: _____

Date: _____

The City and Borough of Yakutat:

By: _____

Its: _____

Date: _____

BILL OF SALE

FOR AND IN CONSIDERATION of payment of the sum of _____ Dollars (\$ _____), receipt of which is hereby acknowledged, the City and Borough of Yakutat, P.O. Box 160, Yakutat, Alaska 99689, hereinafter referred to as "the Borough," hereby sells, transfers, conveys and assigns to _____, of P.O. Box _____, Yakutat, Alaska 99689, hereinafter referred to as "the Purchaser," all of its right, title and interest in and to the following described property:

Approx. 36' fiberglass vessel, monikered "Omikay" ("the property"),
currently located at Yakutat Small Boat Harbor Parking Lot

Purchaser is to remove the property from its current location, at Purchaser's sole risk and expense, by no later than 4:00 pm on April 22, 2024, failing which the funds paid by Purchaser will be deemed forfeited and the Borough may either permanently dispose of the property, or resell the property, with no further notice to Purchaser.

Purchaser acknowledges that the property is being sold pursuant to CCBY 16.04.120D, and is being sold "as is" and "where is." PURCHASER ACKNOWLEDGES THAT THE BOROUGH IS MAKING NO GUARANTIES, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE KIND, SIZE, QUALITY, DESCRIPTION, CONDITION, MERCHANTABILITY, PROFITABILITY, OR TITLE OF THE PROPERTY (INCLUDING THE STATUS OF THE TITLE HELD BY THE BOROUGH), OR ITS FITNESS FOR ANY USE OR PURPOSE. ANY APPLICABLE STATUTORY OR OTHER WARRANTY IS EXPRESSLY DISCLAIMED BY THE BOROUGH AND WAIVED BY PURCHASER. Purchaser agrees that it has had full opportunity to inspect and evaluate the property prior to the sale, and that by taking possession of it, Purchaser shall be deemed to have accepted same as being suitable for its use and to accept all risks, obvious or hidden, arising from its possession, ownership and use. Purchaser agrees that it has not relied upon any representations of the Borough to induce Purchaser to purchase the property or to sign any documents pertaining to sale.

[Signatures on Following Pages]

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CITY AND BOROUGH OF YAKUTAT

By: _____
Jon Erickson
Its: Borough Manager
Date: _____

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 Jon Erickson, 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 on behalf of the City and Borough of Yakutat, under proper authority and as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this _____ day of _____, 2021.

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

ACCEPTANCE

Buyer hereby accepts transfer and conveyance of the property under the terms set forth herein.

PURCHASER:

Signature

By: _____
Printed Name

Its: _____

Date: _____

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 _____, _____ of _____ (Purchaser), and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the same on behalf of Purchaser, under proper authority and 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 _____ November, 2021.

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