MATANUSKA-SUSITNA BOROUGH
LAND AND RESOURCE MANAGEMENT
PALMER, ALASKA

OVER THE COUNTER

SALVAGE TIMBER SALE

STH 26-03

MSB008322 – Mile 197 ½ Creek, 30 Acres

COMPLETED BIDS MUST BE RECEIVED BY

October 15, 2028 @ 2 PM

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SECTION I

INSTRUCTIONS TO BIDDER (6 pages)

01. EXAMINATION OF BIDDING DOCUMENTS AND SITE

The Bidder shall examine carefully the Bidding Documents and site of the proposed work before submitting a Bid. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

The BOROUGH assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this bid document and its contents, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

Any interested party submitting a bid on Matanuska-Susitna Borough (BOROUGH) projects should first review the BOROUGH Debarment/Suspension List. This listing is available on the BOROUGH Website. Any submission of a bid, with participation or involvement of an individual, company, firm or corporation on this list will render the bid/proposal as non-responsive.

The Bidder shall include in their bid sufficient sums to cover all items required by the Contract Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

02. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall notify the Land and Resource Management Division Natural Resource Manager (NRM) promptly of any error, omission, or inconsistency that may be discovered during examination of the Bidding Documents and the proposed construction site. Requests from Bidders for interpretation or clarification of the Bidding Documents shall be made in writing to the NRM and shall arrive at least four (4) working days prior to the date for opening Bids. Any questions received after this date may not be answered. Oral questions may be presented at a pre-bid conference if one is provided for in the Bidding Documents. Interpretations, corrections, or changes, if any, to the Bidding Documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the NRM. Questions or requests for clarification directed to any other member of the Borough staff may be grounds for rejection of bid as being irregular.

If material required for bidding purposes by these documents is absent, the Bidder is required to notify the Land and Resource Management Department in writing, or by e-mail to emerson.krueger@matsu.gov.

NO ORAL QUESTIONS WILL BE ENTERTAINED.

It is the Bidders sole responsibility to ascertain that they have received all Addenda issued by the Land and Resource Management Division. Addendum will be issued by U.S. Mail, or e-mail. All

Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.

03. PREPARATION AND SUBMISSION OF BIDS

The Bidder with their usual legal signature must sign each bid, preferably in blue ink. Bids shall be submitted on the bid forms supplied and must be manually signed. Bids shall be submitted in a sealed envelope with the Invitation Number plainly marked on the front.

Where required on the bid, Bidders must provide a quote on all items. Failure to do so may disqualify the Bid. When quotes on all items are not required, Bidders shall insert the words "no bid" in the space provided for any item where no quote is made. If erasures or other changes appear on the forms, the person signing the bid must initial each such erasure or change.

Bids shall specify a unit or lump sum price, typed or written in ink in numerical form, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, or irregularities of any kind.

If more than one Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Offerors/Bidders, or from submitting a Bid directly for the work.

Bidders must submit with their bid, a certified check or money order in the full amount of bid. Bidders must also submit evidence of the BOROUGH Business License, Alaska Business License, Tax Clearance, and proof of Insurance in the appropriate amounts. The successful Bidder will be expected to execute the Contract Agreement within 5 days of bid closure. Unsuccessful Bidders will have funds returned once the Contract Agreement is executed by the BOROUGH.

04. BID GUARANTEE - Reserved

05. DIRECTIONS FOR DELIVERY OF BIDS

Envelopes containing the bid, must be sealed, addressed and marked indicating bid number, bid name, and bid opening time and date, and delivered to:

Matanuska-Susitna Borough
Land Management Division
ATTN: Natural Resource Manager
350 East Dahlia Avenue
Palmer, Alaska 99645

06. BIDDERS CHECK LIST

Bids may not be considered if the documents listed at the bottom of the Bid Form are not completely filled out, signed with original signature(s), and submitted with the bid.

07. RECEIPT AND OPENING OF BIDS

Bids must be received by the Land and Resource Management Division no later than October 15, 2028 at 2pm.

Late Bids will not be considered. Time of bid receipt will be determined by date and time stamp of the Land Management office.

Electronic transmitted bids will not be considered unless specifically stated in bid documents. Modification of bids already submitted will be considered if received by the NRM prior to bid closure on October 15 at 2pm.

No liability will attach to the BOROUGH for the premature opening of, or the failure to open, a bid not properly addressed and identified.

Bids may be withdrawn on written or electronic request received from Bidder prior to the time specified for Bid closure.

If more than one Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the work.

Bids shall be opened in the order in which they are received. This is an over-the-counter sale which shall be awarded to the first responsive, responsible bidder. Successful Bidder will be notified within five working days of bid opening.

08. EVIDENCE OF QUALIFICATIONS

Upon request of the BOROUGH, a Bidder whose Bid is under consideration for the award of the Contract Agreement shall submit promptly to the BOROUGH satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature and the organization and equipment they have available for the performance of the Contract Agreement.

09. QUALIFIED AND RESPONSIBLE BIDDER

Before the bid is considered for award, the NRM reserves the right to determine a Bidder is qualified and responsible and to require the Bidder to complete a Bidder Qualification Form and/or a current financial statement prepared by a Certified Public Accountant.

The NRM shall determine whether a Bidder is qualified pursuant to MSB 23.10.090 Qualifications of Applicants and Bidders which 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.

The NRM shall determine whether a Bidder is responsible on the basis of the following criteria:

The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.

The Bidder's record for honesty and integrity.

The Bidder's capacity to perform in terms of facilities, personnel and financing.

The BOROUGH reserves the right to require the Bidder to submit information pertaining to its products, service, reputation, and experience, in order to determine, at the BOROUGH's sole discretion, if the Bidder is a qualified/responsible vendor. Past dealings with the BOROUGH and other government agencies will be considered.

A Bidder's representations concerning their qualifications and past dealings as defined above will be construed as a covenant under the Contract Agreement. Should it appear that the Bidder has made any material misrepresentation, the BOROUGH shall have the right to terminate the Contract Agreement for breach, and the BOROUGH may then pursue such remedies as provided in the Contract Agreement or as provided by State statute, Borough code, or as appropriate.

Any determination that a Bidder is non-qualified or non-responsible will be made by the NRM in writing to the Bidder setting forth the reasons for such determination.

10. ACTION ON BIDS

The BOROUGH reserves the right to reject any and all bids, and to waive any informalities and irregularities in bidding or award of the Contract Agreement.

Unless otherwise stated in the bidding documents, a contract, if awarded, shall be issued to the Bidder who submits the highest responsive and acceptable bid within the requirements of the bid document.

11. PERFORMANCE BONDS

SEE PERFORMANCE BOND REQUIREMENTS IN SAMPLE CONTRACT AGREEMENT REFERENCED IN BIDDING DOCUMENTS.

12. INSURANCE

SEE INSURANCE REQUIREMENTS IN SAMPLE CONTRACT AGREEMENT REFERENCED IN BIDDING DOCUMENTS.

13. ESTIMATES OF QUANTITIES APPROXIMATE ONLY - RESERVED

14. EXECUTION OF CONTRACT AGREEMENT

The Bidder whose bid is accepted shall execute the Contract Agreement immediately following the bid opening, if its approved by the Borough. The Agreement shall be considered executed by the

successful Bidder when the Contract Agreement is signed by an authorized representative of the Bidder, and the Bond and insurance certificate(s) are received by the NRM.

The date the Contract Agreement is executed by the BOROUGH the rights and obligations provided for in the Contract Agreement shall become effective and binding upon the parties.

15. CONTRACTOR'S WARRANTY - RESERVED

16. CERTIFIED PAYROLL - RESERVED

17. STATE OF ALASKA PREVAILING WAGE SCALE - RESERVED

18. PURCHASER'S VIOLATIONS OF TAX OBLIGATIONS

A. No Agreement shall be awarded to any individual, firm, corporation, or business who is found to be delinquent in any area of taxation, lease, land payment, or rental agreement, with the BOROUGH which has not been remedied within 10 calendar days of receipt of written notice.

B. The Contract Agreement can be terminated for cause if it is determined that the individual, firm, corporation, or business is in arrears of any taxation, lease, land payment, or rental agreement, that is due to the BOROUGH that is not remedied within 10 calendar days of notification by regular mail.

· The BOROUGH reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent BOROUGH taxes, lease, rental agreement, or land sale payments, against any amount owing to the same under an agreement between the BOROUGH and the same.

19. PROTEST OF AWARD OF BID – RESERVED

20. PROCEDURES FOR AWARD

The Contract shall be awarded by written notice issued by the NRM to the highest qualified, responsive, and responsible Bidder. Bids on wood volumes greater than 500 cords must be approved by the Borough Assembly before the contract can be executed.

21. LOCAL BIDDER PREFERENCE - RESERVED

22. THIRD-PARTY FINANCING AGREEMENTS AND/OR ASSIGNMENTS OF PAYMENT NOT ALLOWED

Because of additional administrative and accounting time required of Borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this solicitation to bid.

23. LICENSE REQUIREMENTS

All Contractors, and sub-contractors must comply with state of Alaska requirements regarding licensing. Reference the state of Alaska' s licensing requirements for performing work under this Contract Agreement.

24. ACCEPTANCE OF CONTRACT AGREEMENT TERMS AND CONDITIONS

By signing the Bid Form, the Bidder certifies that they have examined and accept the terms and conditions of the contract or agreement contained in this solicitation. The acceptance is inclusive

of, but not limited to, all CONTRACT REQUIREMENTS, TERMS AND CONDITIONS, GENERAL PROVISIONS, AND SUPPLEMENTAL CONDITIONS along with any and all conditions contained in the INSTRUCTIONS TO BIDDERS associated with this solicitation. Submission of a bid in response to this solicitation, certifies that the Bidder is willing to accept these terms and understands that failure to accept these terms will subject the Bidder to forfeiture of the Contract and loss of any bid guarantee as liquidated damages.

Bidders are encouraged to carefully examine the insurance requirements, any bonding requirements, and any Defense and Indemnification clause contained in the sample Contract Agreement.

SECTION II

Mile 197 ½ Creek STH26-03

SCOPE OF WORK (1 Page)

The Matanuska-Susitna Borough Land & Resource Management Division (LRMD) is offering 30 acres as a salvage timber sale for the removal of spruce trees damaged by spruce bark beetles to assist with forest management and removal of fuel wood from the area. This sale is located within Tract B of Alaska State Land Survey recorded as Plat 2012-16 in the Palmer Recording District February 22, 2012. A detailed map is included as Exhibit "A" of the sale CONTRACT AREA.

This contract is for removal of spruce trees damaged by spruce bark beetles from the designated CONTRACT AREA. The offering includes an estimated 180 cords of timber at a minimum bid amount of $5.00 a cord.

The removal of designated timber must be completed by the date listed in the contract at the time of signing unless an extension is granted. Incidental timber required to be cut for access may also be included. No other timber may be cut or harvested without prior approval from the LRMD.

All logging operations must conform to the submitted Operations Plan and Alaska Forest Resources and Practices Regulations (11 AAC 95).

All "Limbing/Topping" must be performed within the CONTRACT AREA. All slash must be dealt with in accordance with 11 AAC 95.370.

Grubbing up to one half acre for a landing and processing area may be allowed within the CONTRACT AREA with written permission from the LRMD. Any permitting associated with the grubbing is the responsibility of the Bidder.

The BOROUGH makes no warranties regarding the quality, quantity, merchantability, or fitness of the timber located within the CONTRACT AREA.

The successful Bidder shall submit an Operations Plan with a map to the BOROUGH prior to commencing operations within the CONTRACT AREA. The Operation Plan shall identify equipment to be used in the CONTRACT AREA, changes in the designated, or additional landing location and a brief explanation of planned hauling and milling processes as appropriate. This plan must be approved by the LRMD prior to beginning operations and henceforth be included as Exhibit "B" of the Contract Agreement. If required, the Bidder shall also submit the plan to the State Division of Forestry for review and approval.

During the term of the Contract Agreement the Bidder shall purchase and maintain insurance as outlined in Exhibit "C" of the Contract Agreement.

SECTION III

BID FORM (1 Page)

STH26-03 OVER THE COUNTER SALVAGE TIMBER SALE

Provide all personnel, material, supplies, equipment, transportation, and all other items as may be required to complete the services identified within the Scope of Work or specifications entitled *Mile 197 ½ Creek Salvage Timber Sale 26-03.*

Sale Name & Number	Approx. Volume and Type	Acreage	Bid Amount	Legal Description
Mile 197 ½ Creek STH26-03 MSB008322	Approx. 180 cords of timber	30	_____ ***Min bid $5/cord***	Tract B, ASLS 2008-05 T21N, R04W, Sec 18 SM

By signing below, the Bidder is hereby certifying to the following –

1) The Bidder has carefully examined the bid documents for solicitation number, ***MSB008322 STH26-03, Over the Counter Timber Sale;*** and agrees to purchase said sale for the amount listed on the bid form and comply with all requirements of the associated contract.
2) The individual signing below, the firm association, or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation.
3) The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
4) The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
5) They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A").
6) Completed Bid Packages must be submitted to the MSB Land & Resource Management Division by:
   October 15, 2028 @ 2pm.

Addenda numbers being acknowledged:

_____

_____ Company Name	_____ Date
_____ Mailing Address	_____ Signature
_____ City, State & Zip Code	_____ Title (printed or typed)
_____ Phone Number	_____ Email Address

It shall be the responsibility of the Bidder to see that their bid is received at or before the date and time fixed for opening	To be considered responsive, Bidders should include the following with their Bid; ✓ Signed Form (acknowledging Addenda if applicable) ✓ Mat-Su Borough & SOA Business Licenses, Insurance & Tax Clearance ✓ Cashier's Check or money Order in the full amount of bid

MATANUSKA-SUSITNA BOROUGH
LAND AND RESOURCE MANAGEMENT
PALMER, ALASKA

COMPETITIVE SEALED BID
SALVAGE TIMBER SALE

STH 26-03

Mile 197 ½ Creek, 30 Acres

MSB008322

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MATANUSKA-SUSITNA BOROUGH
TIMBER SALE CONTRACT No. STH26-03
MSB008322

This Timber Sale Contract Agreement is made on this __ day of _____2026, between the Matanuska-Susitna Borough, a municipal corporation, (hereinafter referred to as the "BOROUGH"), whose address is 350 E. Dahlia Avenue, Palmer, Alaska, 99645, and _____ hereinafter referred to as the "PURCHASER", whose address is: _____.

The BOROUGH agrees to sell and the PURCHASER agrees to purchase timber designated herein, subject to the following terms and conditions:

Section 1: Description.

The Timber Salvage contract area, hereinafter called "CONTRACT AREA," Mile 197 ½ Creek Salvage Timber Harvest 26-03 (STH26-03), containing approximately 30 acres, is located within Tract B, Alaska State Land Survey 2008-05 recorded in the Palmer Recording District, February 22, 2012 as Plat 2012-16. The Contract Area is illustrated in Exhibit A.

Harvesting is authorized only within the harvest unit shown on the attached sale area map, which is made a part hereof and which shall be clearly marked on the ground by the Purchaser prior to cutting. The Contract Area contains an estimated 180 cords of timber. The intent of this Contract Agreement is to remove spruce damaged by spruce bark beetles to improve forest health and remove fuel wood from Borough Land.

Section 2: Product.

All merchantable timber must be cut and removed from the CONTRACT AREA prior to December 31st, ____. All timber cut from the harvest area must be completely removed from the CONTRACT AREA by the completion date contained here-in. Timber not removed from the CONTRACT AREA prior to December 31st, ____ will be considered abandoned and rights of purchase extinguished without refund or recourse to the purchaser.

Salvageable spruce damaged and/or infested with Spruce Bark Beetles must be harvested and removed from the CONTRACT AREA. All or a portion of the performance bond may be withheld by the BOROUGH if all contract requirements are not met. Other timber within the proposed access route may be authorized for harvest with written approval from the BOROUGH Land & Resource Management Division (LRMD).

All logging operations must conform to the LRMD approved Operations Plan and Alaska Forest Resources and Practices Regulations (11 AAC 95). Scarification is not required by State Forestry. However, harvesting and processing methods shall minimize any negative effects to the residual stand including all seedlings, saplings, and any seed trees not harvested.

The removal of limbs and tops must be done within the Harvest Area and slash must be processed in accordance with Alaska Forest Resource & Practices Regulations 11 AAC 95 (as approved at the time of contract execution).

The PURCHASER must minimize disturbance of the vegetative mat in areas prone to erosion, and is otherwise expected to make every effort to scarify the harvested area to encourage forest regeneration.

Section 3: No Warranties.

The BOROUGH makes no warranties regarding the quality, quantity, merchantability, or fitness of the timber located within the CONTRACT AREA.

Section 4: Rate and Method of Payments.

The rate per cord is $_.__. Payment must be received in advance and is a lump sum. The volume estimate is approximately 180 cords. Payment of $_____ must be received prior to any timber harvesting.

Section 5: Contract Term.

Timber not removed from the CONTRACT AREA prior to December 31st, ____ will be considered abandoned and rights of purchase extinguished without refund or recourse by the purchaser.

Section 6: Contract Extension.

This is a timber sale. Contract Agreement extension may be granted by mutual agreement of the parties for CONTRACT AREA. Either party may grant or withhold their consent in their sole and absolute discretion for any reason or no reason at all. All timber must be removed from the CONTRACT AREA by December 31st, ____, unless a contract extension has been granted.

Section 7: Silviculture Prescription/Method of Harvest Cutting.

The recommended treatment for this stand is salvaging dead and damaged spruce. All cutting and harvesting shall be completed as outlined in the timber sale contract and will comply with all State of Alaska Forest Resources and Practices Regulations 11 AAC 95 (as approved at the time of contract execution). Prior approval of the Borough Land & Resource Management Division (LRMD) is required for any deviations from the approved Operations Plan as outlined in Exhibit "B". PURCHASER shall load and haul all timber resources purchased from the CONTRACT AREA shown on the attached map prior to the conclusion of the contract interval.

The objective of a salvage harvest is to reduce fuel loading and enhance and promote growth of residual trees and desired understory regeneration.

The contractor shall retain all live spruce, with no evident signs of bark beetle damage within the CONTRACT AREA.

Logging shall only be permitted during times of the year when undue damage to the terrain or haul roads can be kept to a minimum.

Buffers shall be required along streams, wetlands, electrical transmission lines, and property lines.

The entire bole shall be skidded to the landings approved in the Operations Plan.

Harvested trees or tree tops should not be left hung up in the CONTRACT AREA. The contractor is responsible for pulling any hung trees or tree tops down immediately.

The contractor shall cut tree stumps as low to the ground as possible.

Section 8: Performance Bond.

Performance Bond of Three Thousand Dollars ($2,000) is required.

Section 9: Reforestation Bond (reserved)

Section 10: Insurance.

During the term of the contract the PURCHASER shall purchase and maintain insurance as required by Borough Code. See Exhibit C.

Section 11: Operation Plan and Notice of Operations.

(a) Plan (EXHIBIT B): PURCHASER shall comply with the submitted operating plan and submit any changes to the BOROUGH for pre-approval before implementing the changes. This plan defines proposed harvest units and road locations. The plan will need to updated annually to include a proposed harvest schedule, which will provide cutting unit numbers, unit acres and proposed year of harvest. The plan provides the base information for the formation of the detailed annual operations plan (AOP).

A similar plan (one-year) will be prepared and submitted 120 days prior to any extension, request covering the proposed term of the extension.

(b) Borough AOP (EXHIBIT B) - The PURCHASER shall prepare and submit a detailed AOP covering all phases of the operation for each operating year identified in the submitted conceptual plan of the Contract, and shall provide an update to the plan as circumstances change. The AOP shall be submitted, to the BOROUGH, at least 60 days prior to the start of operations. The first AOP shall be submitted simultaneously with the initial operating plan. Failure to timely submit the AOP shall be cause for termination or suspension under Section 29 and 30 of this Contract Agreement.

1. The AOP shall meet FRPA Statutes and Regulations.
2. The AOP must be approved by the BOROUGH prior to the start of operation. Upon submittal of a completed AOP, the BOROUGH shall have at least 30 days to review, approve or disapprove the AOP, and give notice to proceed after approval.
3. The AOP shall be submitted and reviewed annually and when otherwise necessary to permit amendment by mutual agreement.
4. Any deviation from the approved AOP must be requested from the BOROUGH in writing and approved in advance by the BOROUGH in writing.
5. The AOP shall contain, at a minimum, unit(s) where harvesting will occur, acreage by unit, products to be harvested, dates of operation, access roads to be constructed, - silvicultural prescription, reforestation plan, type of equipment to be used on site, approximate number of employees, the type of sawmills, buildings, or sanitary facilities to be constructed or installed, proposed gates or barriers, the planned precautions for the use and handling of fuels, lubricants, and oils, and identification of all existing trails and traditional uses.

6. The AOP must include names and contact information for all contractors and subcontractors.

(c) The AOP Map shall be presented on paper or in a digital format (GIS) and in Adobe PDF file format. All submitted data must have ESRI Shapefile Format or File Based Geodatabase, and any associated Arcview/ArcMap project backup. Files will be geo-referenced and use the following coordinate system. Alaska State Plane Zone 4 (FIPS Zone 5004), Units: US Survey Feet, Horizontal Datum: NAS83, Vertical Datum: NAVD88 and show the location of:

1. Proposed sites for roads and traffic flow;
2. Proposed gravel extraction sites, sawmills, other temporary land uses;
3. Proposed harvest units, boundaries, spur roads, and landings;
4. Proposed road improvements (culverts, bridges);
5. Any other proposed uses of the land allowed by contract.

(d) Notice of Operations - Before initiating operations in the CONTRACT AREA or after a shutdown of thirty (30) or more days, the PURCHASER shall notify the BOROUGH in writing of the date the PURCHASER plans to begin operations. The PURCHASER shall notify the BOROUGH in writing if he intends to cease operations for more thirty (30) day period. Any exception to the above must be approved by the BOROUGH in writing. Failure to notify the BOROUGH prior to initiating operations, beginning operations after a shutdown, or ceasing operations is subject to termination for cause under Section 30 of this Contract Agreement.

(e) PURCHASER is authorized to harvest and operate only within that portion of the CONTRACT AREA where an approved AOP is in effect. Any part of the CONTRACT AREA not included within the approved AOP continues under the full management and authority of the BOROUGH.

(f) Any amendments or changes to the approved AOP shall be approved by the BOROUGH prior to implementation. Failure to request any approval is subject to termination for cause under Section 30 of this Contract Agreement.

Section 12: Logging Requirements.

The conditions in this Section are intended to protect the Matanuska-Susitna Borough's forestlands. Noncompliance with any of the following conditions is grounds for the levying of fines, and the suspension, or termination of the contract.

(a) All logging operations shall comply with the State of Alaska Forest Resources and Practices Regulations 11 AAC 95 (March 2017)

Section 13: Access.

The Purchaser is allowed to create and obtain authority for any new access as required to harvest existing timber within the CONTRACT AREA. This Contract authorizes the removal of timber. Other permits may be needed to develop and maintain access. All permits required for the activities are the Purchaser's responsibility per Section 23. Maintaining access into the CONTRACT AREA is the responsibility of the Purchaser. Access roads may only be constructed for access to the CONTRACT AREA and will be

constructed within the areas marked on the approved map, changes to these locations may be authorized by written approval from the LRMD.

The Contractor is responsible for notifying the Borough of skid trails needed to access the rest of the CONTRACT AREA. Skid trail locations must be determined and approved before logging begins.

Section 14: Best Management Practices.

Corduroys, water bars, and broad based dips must be established by the contractor in all skid trails where necessary. The Borough reserves the right to require the contractor to implement Best Management Practices to control erosion and sedimentation.

Due to wet conditions, certain sections within the CONTRACT AREA may only be harvested in the winter months. The contractor shall prevent soil ruts greater than 18 inches in depth on all skid trails during active timber harvesting. Forest management activities must cease to mitigate the damaged section of the road or trail.

Section 15: Location.

PURCHASER is responsible for inspecting and where necessary, marking the external boundaries. PURCHASER is also responsible for properly locating the cutting area(s) and access roads into the property. PURCHASER is responsible for operating within the CONTRACT AREA boundary and may request to have the LRMD download the boundary locations to the successful purchaser's GPS (provided the GPS is compatible with the data set).

Section 16: Destruction of Monuments.

Trees, which mark property boundaries or cutting units, may not be cut. Blazed trees or witness trees that mark surveys may not be severed or removed. Survey markers or monuments shall not be damaged or destroyed. The PURCHASER shall bear the expense of re-establishing survey markers, monuments, or witness markers if they are destroyed by the logging operation.

Section 17: Discovery of Cultural or Historical Resources

Should any historical, cultural or other potential archeological resources be discovered within the sale area, all work shall cease in the immediate area and an area extending in a 100-ft. radius from the discovered resources. The BOROUGH shall be notified within two BOROUGH business days. Operations may not resume within 100 ft. of the discovery until the BOROUGH has evaluated the discovery, appropriate mitigation or preservation measures are implemented, and a written authorization to resume is issued by the BOROUGH.

Section 18: Fuels and Lubricants.

(a) Servicing of tractors, trucks, or other equipment within 100 feet of lakes, streams, or estuaries is prohibited. Storage of fuels and lubricants shall be in accordance with State of Alaska, Department of Environmental Conservation regulations.
(b) All fuel, petroleum, and other toxic products stored or used in the CONTRACT AREA must be contained in a manner that will prevent spillage from entering water bodies. To minimize the potential for accidental leaks or spillage, these products should be stored in a lined containment area.

(c) Absorbent materials must be maintained and kept available on the CONTRACT AREA in the event of a spill.

Section 19: Borrow Pits.

RESERVED.

Section 20: Sanitation.

Sanitary facilities shall conform to applicable state and federal regulations. Refuse resulting from the PURCHASER's activities shall be removed from borough lands.

Section 21: Improvements.

Improvements such as sawmills, buildings, storage units, and gates require written authorization from the Borough prior to installation.

Section 22: Inclusion of Applicable Laws and Regulations

The PURCHASER shall comply with local, state, and federal laws. All local, state, ·and federal laws and regulations have the force of any other provision of this contract, in addition to any penalties prescribed by law.

Section 23: Permits and Authorizations.

(a) Any permits or the authorization necessary for operations under this contract shall be obtained by the PURCHASER prior to commencing operation. Agencies that may require permits for operation include, but are not limited to, the State of Alaska, Department of Natural Resources/Division of Forestry, Department of Environmental Conservation, Department of Fish and Game, Department of Transportation and Public Facilities and the U.S. Army Corps of Engineers and the Matanuska Susitna Borough. Copies of the permits obtained by the PURCHASER shall be furnished to the BOROUGH without request prior to commencement of operations.
(b) It is the responsibility of the PURCHASER to properly locate and construct access to the CONTRACT AREA.

Section 24: Fire Protection.

The PURCHASER shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled forest fires on the CONTRACT AREA.

(a) The Alaska Forest Protection Act established the fire season from May 1 - September 30. During the fire season, the PURCHASER shall provide and maintain fire-fighting tools in the CONTRACT AREA. There shall be a sufficient number of fire-fighting tools to equip every person engaged in the logging operation under this contract.
(b) All fires shall be reported immediately by calling 911. The State of Alaska Department of Natural Resources, Division of Forestry shall also be notified regardless of the size or apparent insignificance of the fire. The local number for the Division of Forestry's Fire Dispatch Office is (907) 761-6311. Prior to burning slash piles, the PURCHASER shall contact the Division of Forestry's burn permit section at (907) 761-6313 to ensure compliance with any restrictions.
(c) The BOROUGH may stop all or part of the logging operations of the PURCHASER during hazardous fire weather, as identified by the Alaska State Division of Forestry.

(d) The PURCHASER shall comply with all laws, regulations, and rules promulgated and enforced by the agency responsible for fire protection and suppression in the area.

Section 25: Inspections and Enforcement.

(a) The Borough Manager or his designee shall have access to the CONTRACT AREA. The BOROUGH may postpone inspections by the BOROUGH, for the purpose of determining compliance with the terms and conditions of this contract, if field conditions prevent a proper determination.

(b) When logging operations are in progress, the PURCHASER shall have a representative available who is authorized to receive, on behalf of the PURCHASER, notices and instructions given by the BOROUGH or State personnel. The PURCHASER's representative shall be authorized to take action on instructions or notices given by the BOROUGH or State personnel in regard to this contract.

(c) Failure of the BOROUGH to enforce any of the conditions of this contract shall not affect the validity of this contract or the right of the BOROUGH to enforce the conditions of the contract.

Section 26: Final Treatment.

(a) Roads, Bridges and Culverts - Prior to completion of the Contract Agreement and at the direction of the BOROUGH, the PURCHASER may be required to put-to-bed or repair all roads within and accessing the CONTRACT AREA for the purpose of controlling runoff, preventing erosion, and limiting access onto reforested areas. Putting-to-bed may require grading, cross ditching, seeding, installation of water bars/broad based dips, and removal of bridges and culverts.

(b) Landing Sites – The PURCHASER shall, prior to completion of the contract and prior to final inspection, bunch in the center of the landing and burn or dispose of all unmerchantable material, slash, slab, sawdust and debris at the direction of the Borough. The contractor shall establish a berm in all skid trail entrances from the log landing.

(c) Buildings, Improvements, Equipment, and Materials - The PURCHASER shall remove all buildings, improvements, equipment, and materials owned or controlled by the PURCHASER from the Contract Area. Improvements, equipment, materials, and other property that is not removed within 15 days of the contract completion, expiration, or termination, or within a time agreed upon in writing between the PURCHASER and the BOROUGH, may at the BOROUGH'S option become the property of the BOROUGH, and may be used or otherwise disposed of by the BOROUGH without obligation to the PURCHASER.

Section 27: Completion and Final Inspection.

At the completion of this Contract Agreement the PURCHASER shall notify the BOROUGH when the CONTRACT AREA is ready for final inspection. Following such notification, the BOROUGH shall inspect the area and either approve the final site conditions or notify the PURCHASER of non-compliance. An inspection may be postponed for reasons preventing the BOROUGH from performing a proper inspection. No portion of the PURCHASER'S performance bond shall be refunded until the terms and conditions of the contract have been satisfied.

(a) Upon a satisfactory final site inspection and compliance with the terms and conditions of this Contract Agreement the performance bond will be released or returned to the PURCHASER.

(b) Following a notice of non-compliance, the PURCHASER will have 20 days to bring the area into conformance and request an inspection. An inspection fee of fifty dollars ($50) will be charged for re- inspections.

(c) If the contract is not completed in accordance with its terms and conditions, the PURCHASER shall be liable to the BOROUGH for all losses and damages incurred by the BOROUGH. The minimum liability shall be the amount of the performance bond required to be posted, which shall be retained as liquidated damages for administrative and other costs to the BOROUGH.

Section 28: Suspension.

If the PURCHASER fails to comply with any of the provisions of this Contract Agreement or the State Forest Practices Act, the BOROUGH shall have the authority to shut down this operation. Written notice explaining corrective measures required shall be submitted to the PURCHASER. If this corrective action is not taken within ten (10) days after written notice is served upon the PURCHASER, the BOROUGH may terminate the contract.

Section 29: Termination

(a) In the event PURCHASER breaches any of the provisions of this Contract Agreement, the BOROUGH shall give the PURCHASER written notice of such breach by certified mail describing the breach and advising the PURCHASER of the date of termination. In the event the breach is not corrected within thirty (30) days of the mailing of such notice, the contract shall be considered terminated. An additional ten (10) days' time to correct the breach may be granted by the Borough Manager, if request for same is made in writing prior to the expiration of the first thirty-day period and good and sufficient reasons are set forth for such request.

(b) Termination of this Contract Agreement under this Section shall terminate all rights of the PURCHASER to cut or remove timber from the CONTRACT AREA or to enter on the CONTRACT AREA for purposes described in this contract. It shall not excuse the PURCHASER from liability for payment or work required of the PURCHASER. Termination of the contract by the BOROUGH shall not bar any other remedies the BOROUGH may have at law or in equity for breach of this Contract Agreement.

(c) Nothing in this Section shall be construed as relieving the PURCHASER from any obligation within this Contract Agreement.

Section 30: Reservations.

The BOROUGH reserves the right to permit other compatible uses of lands in the CONTRACT AREA, provided the BOROUGH determines such uses will not unduly impair the PURCHASER'S operations under this Contract Agreement.

Section 31: Causes Beyond Control.

In the event the PURCHASER is prevented from performing any obligation of this Contract Agreement due to causes beyond their control, the non-performance shall not be deemed a breach of contract, or reason for cancellation. However, if and when such cause or causes cease to prevent performance, the PURCHASER shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this Section, includes but is not limited to any one or more of the following causes which are not attributable to the fault or negligence of the PURCHASER and which prevent the performance of the PURCHASER: fire, explosions,

acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of which must actually prevent the PURCHASER from performing the terms of the contact as set forth herein. Events which are peculiar to the PURCHASER and would not prevent another purchaser from performing, including, but not limited to financial difficulties, are not causes beyond the control of the PURCHASER. The Borough will determine whether the event preventing the PURCHASER from performing is a cause beyond the PURCHASER'S control.

Section 32: Rights of Way.

Reserved

Section 33: Notice

Any notice or demand, which under the terms of a contract or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such or other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in an U.S. general or branch post office, enclosed in a registered or certified mail prepaid wrapper or envelope addressed as herein above provided. For the purposes of this Contract Agreement, a notice given as provided herein, and addressed to the Matanuska-Susitna Borough, shall be deemed received when deposited in a general or branch post office by the addresser, and in like manner a notice from the Matanuska-Susitna Borough to a purchaser shall be deemed received by the PURCHASER when such notice is deposited in a general branch office by the BOROUGH.

(a) The authorized address for the BOROUGH is:

Matanuska-Susitna Borough
Land Management Division
350 East Dahlia Ave.
Palmer, Alaska 99645

(b) The authorized address for the PURCHASER is:

Section 34: Entry or Re-entry.

In the event that the contract is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the PURCHASER during the contract term, the BOROUGH or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefore. No entry or re-entry by the BOROUGH shall be deemed an acceptance of a surrender of the contract.

Section 35: Re-sale.

In the event the contract should be terminated, canceled, forfeited or abandoned, the BOROUGH may sell any remaining timber within the CONTRACT AREA or on other BOROUGH lands as described in the operations plan, by appropriate disposal methods pursuant to the provisions of the BOROUGH code or other applicable regulations.

Section 36: Retention of Payments.

In the event that the contract is terminated because of any breach by the PURCHASER as herein provided, all payments, which were due or paid before the date of termination shall be retained as compensation under the agreement. The PURCHASER shall be liable for all amounts remaining unpaid as well as for damages.

Section 37: Delinquency.

(a) Any PURCHASER in arrears on a BOROUGH obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the contract if the delinquency is not cured within 10 calendar days of receipt of written notice sent by the BOROUGH of the delinquency.
(b) This Contract Agreement can be terminated for cause if it is determined that the PURCHASER, whether the amounts owed are in the name of the PURCHASER as an individual, or as a representative of a business, organization, firm, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the BOROUGH that is not remedied within 10 calendar days of notification by regular mail.
(c) An interest payment of ten percent (10%) per annum shall be assessed on all late payments due the BOROUGH.

Section 38: Written Waiver.

The receipt of payment by the BOROUGH, regardless of knowledge of any breach of the contract by the PURCHASER or of any default on the part of the PURCHASER in observance or performance of any of the conditions or covenants of the contract, shall not be deemed to be a waiver of any provision of the contract. No failure on the part of the BOROUGH to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by the BOROUGH, unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of the BOROUGH to enforce the same in the event of any subsequent breach or default. The receipt by the BOROUGH of any payment of any sum of money after notice of termination or after the termination of the contract for any reason, shall not reinstate, continue or extend the contract, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and the payment fully satisfies the breach.

Section 39: Jurisdiction: Choice of Law.

Any civil action rising from this Contract Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties under this Contract Agreement.

Section 40: Severability.

If any Section or clause of this contract is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this contract shall remain in full force and effect.

Section 41: Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between

the parties hereto. Any amendments to this Contract Agreement shall be reduced to writing and executed by both the BOROUGH and the PURCHASER.

Section 42: Authority.

For purposes of the terms and conditions of this Contract Agreement the Borough Manager or his designee shall act on behalf of the BOROUGH.

Section 43: Passage of Title.

All rights, title, and interest in or to any timber included in this Contract Agreement shall remain in the BOROUGH until it has been paid for and removed from the Contract Area. The rights, title, and interest in or to any timber, which has been paid for but not removed from the Contract Area by the PURCHASER within the period of the contract or any extension thereof, shall vest in the BOROUGH.

Section 44: Modification of Contract.

Modification to this Contract Agreement must be in writing and signed by the PURCHASER and the BOROUGH or their successors in interest.

Section 45: Assignment of Contract.

The acquisition or assumption by another party under an agreement with the PURCHASER of any right or obligation of PURCHASER under this Contract Agreement is prohibited.

Section 46: Titles Not Controlling.

Titles of the Sections in this Contract Agreement are for reference only and are not part of the contract.

Section 47: Interpretation.

The contract shall be construed according to the fair intent of the language as a whole, not for or against either party. The general rule of construction of an agreement against the drafter shall not apply to this contract. The PURCHASER is advised to consult independent legal counsel regarding this Contract Agreement.

Section 48: Borough Held Harmless.

The PURCHASER shall indemnify, hold harmless and defend the BOROUGH, its officers and employees, from and against any suit, action, claim, or liability arising out of any act, error, or omission of the PURCHASER under this Contract Agreement, except for the sole negligence or willful misconduct of the

BOROUGH. "PURCHASER" and "BOROUGH" as used within this Section include the employees, agents, or independent contractors or other contractors who are directly responsible, respectively, to each.

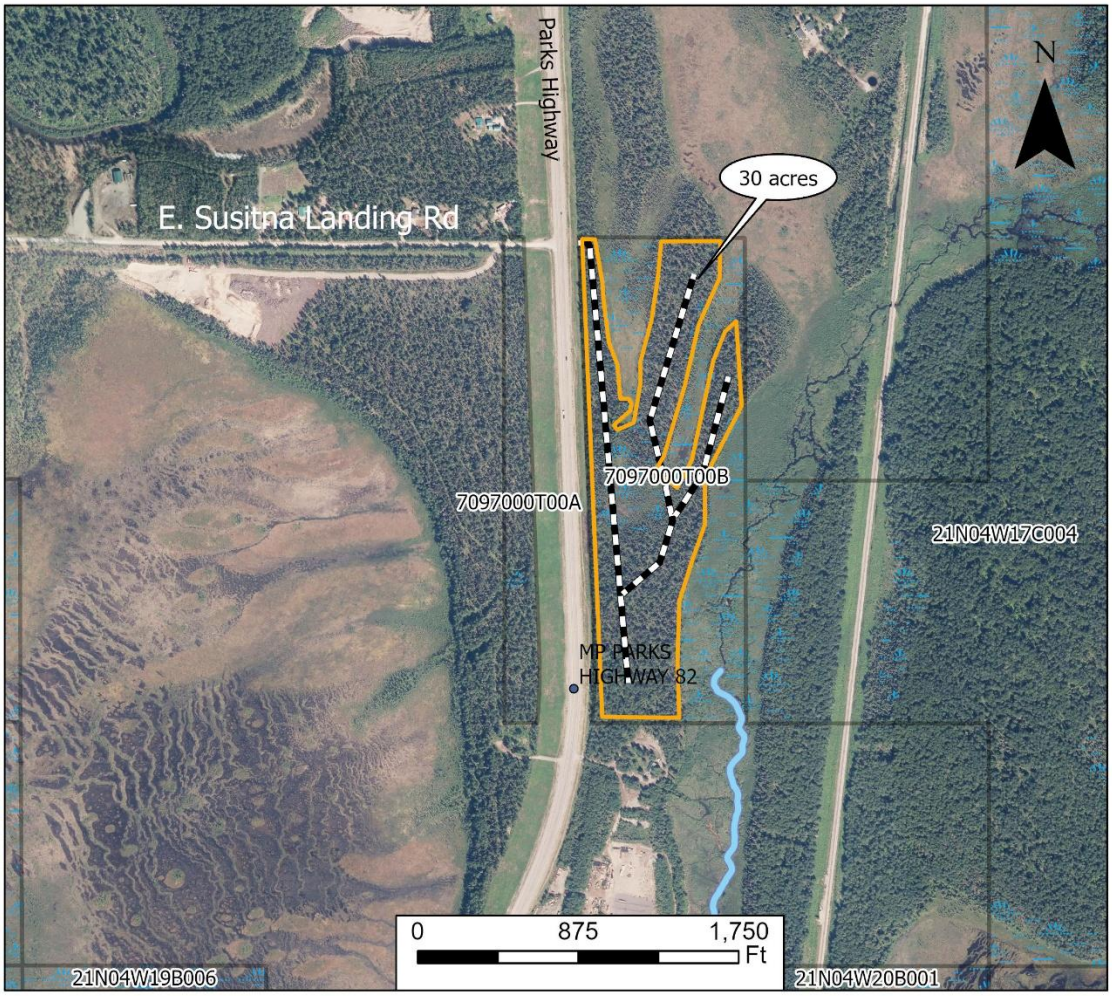
Section 49: Understanding.

The PURCHASER acknowledges that the PURCHASER has read and understands the terms of this Contract Agreement, has had the opportunity to review the same with counsel of his/her choice, and is executing this Contract Agreement of his/her own free will.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date appearing above:

PURCHASER	MATANUSKA-SUSITNA BOROUGH
_____	_____
Date	Jillian Morrissey, Director Date

EXHIBIT A – CONTRACT AREA MAP



Mile 197 1/2 Creek Potential Timber Sale

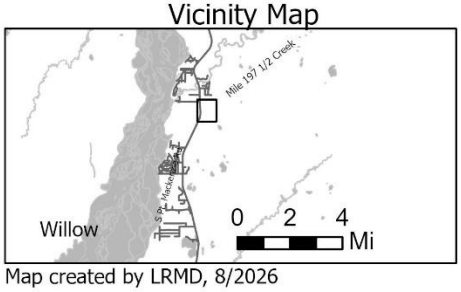
MSB008322 - STH 26-03

Parcel # 7097000T00B T.21N R.4W, Sec. 18

- Borough Land
- Wetlands
- Skid Trail
- Harvest Area
- Mileposts

MATANUSKA-SUSITNA BOROUGH
LAND & RESOURCE MANAGEMENT DIVISION

Vicinity Map



Map created by LRMD, 8/2026

EXHIBIT B
OPERATIONS PLAN

To be provided to the BOROUGH not later than 60 days prior to the start of the operations and 60 days prior to the annual anniversary of the execution of this Contract Agreement.

EXHIBIT C

INSURANCE

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Purchaser confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

The Purchaser shall procure and maintain the following insurance:

A. Minimum Scope and Limit of Insurance

Prior to the commencement of the work, Purchaser shall secure such liability insurance as will protect the Purchaser and Matanuska-Susitna Borough (MSB) from and against any and all claims and liabilities arising out of bodily injury (including death) or property damage that may result from such operations. All such insurance shall be placed with such insurers and under forms of policies as may be acceptable to MSB.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form (ISO) CG 00 01 (Most current Insurance Services Office approved language or the equivalent thereof or later, or the equivalent thereof) covering CGL on an "occurrence" basis (including but not limited to: premises operations, products, contractual, broad-form property damage and independent contractor) with limits no less than:

   $2,000,000 each occurrence limit
   $2,000,000 General Aggregate excluding Products/Completed Operations Limit
   $2,000,000 Products/Completed Operation Aggregate

2. Business Automobile Liability Insurance: (including owned, hired and non-owned) with a combined single limit of not less than $1,000,000 for bodily injury (including death) and property damage.

3. Workers Compensation: Purchaser shall ensure that, with respect to all personnel performing work on the sites, Purchaser shall maintain in effect at all times during the term of this contract, coverage or insurance in accordance with the applicable laws relating to workers' compensation and employers' liability insurance, regardless of whether such coverage or insurance is mandatory or merely elective under law. Purchaser shall carry Employers Liability Insurance with limits not less than:

$1,000,000 Bodily Injury by Accident - Each Accident Limit
$1,000,000 Bodily Injury by Disease - Each Employee
$1,000,000 Bodily Injury by Disease - Policy Limit

4. Excess Liability - In order to meet the required minimum limits of insurance it is permissible for the Purchaser to combine an excess liability or umbrella policy with the general liability, auto liability or employer' s liability. In the instance where the Purchaser purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

B. Deductibles and Self-Insured Retention

Prior to work commencing, any deductible or self-insured retention must be declared and approved by the Borough. Purchaser may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Purchaser shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Purchaser shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured

   a. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds with respects to Commercial General Liability and Business Automobile Liability.

   b. The Purchaser's coverage shall be primary insurance in regards to the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, it's Administrator, officers, officials, employees and volunteers shall be in excess of the Purchaser's insurance and shall not contribute to it.

   c. The Purchaser's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Waiver of Subrogation

The Purchaser waives all rights of subrogation against MSB and its Administrator,

officers, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the Commercial General Liability, Business Automobile and/or Workers' Compensation policies.

3. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after 10 days prior written notice for nonpayment of premium or fraud on the part of the Purchaser or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Purchaser to the attention of the Borough's Natural Resource Manager.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-VII.

E. Verification of Coverage

Purchaser shall furnish the Borough with certificates of insurance and with certified copies of all endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the rights to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

Purchaser shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

G. Lapse in Insurance Coverage

A lapse in insurance coverage, any change that restricts, reduces insurance provided, or changes name of insured without Borough approval is a material breach of this agreement, which shall result in immediate termination of the agreement.

TAX CLEARANCE FORM (1 page)

MATANUSKA-SUSITNA BOROUGH
Community Development Department
350 East Dahlia Avenue Palmer, AK 99645
Phone (907)861-7869 E-mail: lmb@matsugov.us

Date: _____ PLEASE REPLY BY:_____

REPLY TO BIDDER Questions Call: Emerson Krueger@ 907-861-7867

TO: _X__ Finance/Collections/Real Property

_____ Taxes/LIDS Bankruptcy/Land Sales

THE LAND & RESOURCE MANAGEMENT DIVISION IS PROCESSING A REQUEST FROM THE FOLLOWING INDIVIDUAL(s) OR ENTITY.

NAME: _____

ADDRESS: _____

_____

_____

PLEASE ADVISE IF YOUR RECORDS INDICATE ONE OR MORE OF THE FOLLOWING CATEGORIES (CHECK ALL THAT APPLY AND PROVIDE ANY COMMENTS BELOW):

_____Has failed to pay a deposit or payment (including interest), due the borough in relation to borough- owned real property in the previous five (5) years.

_____Is currently in breach or default on any contract or lease for real property transactions in the borough has an interest.

_____ 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.

_____ Is delinquent in any tax payment to the Borough.

_____ There is reason to believe that the person is unlikely to make payment or responsibly perform under the lease or other contract.

_____ Other: _____

COMMENTS: _____

_____

_____