



Kenai Planning & Zoning Commission - Regular Meeting

March 26, 2025 - 7:00 PM

Council Chambers, City Hall, 210 Fidalgo Avenue, Kenai, AK
99611

Telephonic/Virtual Information on Page 2

<http://www.kenai.city>

Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda and Consent Agenda (*Public comments on Consent Agenda items limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

All items listed with an asterisk () are considered to be routine and non-controversial by the Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commission Member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda as part of the General Orders.

B. APPROVAL OF MINUTES

1. *Regular Meeting of March 12, 2025

C. SCHEDULED PUBLIC COMMENT (*Public comment limited to ten (10) minutes per speaker*)

D. UNSCHEDULED PUBLIC COMMENT (*Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

E. CONSIDERATION OF PLATS

1. **PZ2025-05** – Recommending Conditional Approval of Preliminary Plat – Black Gold Estates 2025 Replat Merging Lots 11, 12, 16, 17 and 60 feet of Right-of-Way into a Single Lot in the Suburban Residential (RS) Zoning District.
2. **PZ2025-15** - Recommending Approval of Preliminary Plat – Bailey Estates Karpik Rice Replat to Relocate the Lot Line Separating Lots 1 and 2, Bailey Estates Amended in the Suburban Residential 2 (RS-2) Zoning District.
3. **PZ2025-16** – Recommending Approval of Preliminary Plat – Highlands Subdivision 2025 Replat Merging Lots 10,11 and 12 into a Single Lot in the Rural Residential (RR) Zoning District.

F. PUBLIC HEARINGS

G. UNFINISHED BUSINESS

1. **Discussion** – Aspen Creek, 701 N. Forest Drive Conditional Use Permit
2. **Discussion** - Schedule a Work Session Meeting for May 14, 2025 at 5:30 pm to discuss Conditional Use Permits.

H. NEW BUSINESS

I. REPORTS

- [1.](#) Planning Director
2. Commission Chair
3. Kenai Peninsula Borough Planning
- [4.](#) City Council Liaison

J. ADDITIONAL PUBLIC COMMENT *(Public comment limited to five (5) minutes per speaker)*

K. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: April 9, 2025

L. COMMISSION COMMENTS AND QUESTIONS

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATIONAL ITEMS

The agenda and supporting documents are posted on the City's website at www.kenai.city. Copies of resolutions and ordinances are available at the City Clerk's Office or outside the Council Chamber prior to the meeting. For additional information, please contact the City Clerk's Office at 907-283-8231.

Registration is required to join the meeting remotely through Zoom. Please use the link below to register:

<https://us02web.zoom.us/meeting/register/azcbszbyQOyU1jh8Sfq0ng>

COMMISSIONERS, PLEASE CONTACT US IF YOU WILL NOT BE ABLE TO ATTEND THE MEETING

**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
MARCH 12, 2025 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
CHAIR JOE HALSTEAD, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on March 12, 2025, in City Hall Council Chambers, Kenai, AK. Chair Halstead called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

Chair Halstead led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Joe Halstead, Chair
Glenese Pettey
Stacie Krause
Gwen Woodard

Jeff Twait, Vice Chair (*electronic participation*)
Sonja Earsley
Diane Fikes

A quorum was present.

Also in attendance were:

Kevin Buettner, Planning Director
Deborah Sounart, City Council Liaison
Meghan Thibodeau, Deputy City Clerk

3. Approval of Agenda and Consent Agenda

MOTION:

Commissioner Pettey **MOVED** to approve the agenda and consent agenda. Commissioner Woodard **SECONDED** the motion.

The items on the Consent Agenda were read into the record.

Chair Halstead opened the floor for public comment on consent agenda items; there being no one wishing to be heard, the public comment period was closed.

UNANIMOUS CONSENT was requested.

There being no objection; **SO ORDERED**.

All items listed with an asterisk () are considered to be routine and non-controversial by the Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commission Member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda as part of the General Orders.

B. APPROVAL OF MINUTES

1. *Regular Meeting of February 26, 2025

Approved by the consent agenda.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS

Merri Duby asked where the topic of Aspen Creek Senior Living Facility's conditional use permit (CUP) was on agenda. It was clarified that the item was not on the agenda, but would be reported on later in the meeting.

E. CONSIDERATION OF PLATS

1. **Resolution No. PZ2025-13** - Recommending Approval of Preliminary Plat – Friday Replat, merging Government Lots 128 and 129 into a single, approximately 2.247-acre parcel and dedicating the 33-foot Second Avenue right-of-way

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2025-13. Commissioner Pettey **SECONDED** the motion.

Planning Director Buettner provided an overview of the staff report as included in the packet and attached to Resolution No. PZ2025-13, and explained the purpose of the plat was to merge two lots into one lot and dedicate a right-of-way. It was noted that staff's recommendation is approval subject to the conditions specified within the staff report as attached to Resolution No. PZ2025-13.

VOTE:

YEA: Pettey, Fikes, Twait, Woodard, Earsley, Krause, Halstead

NAY: None

MOTION PASSED UNANIMOUSLY.

F. PUBLIC HEARINGS – None.

G. UNFINISHED BUSINESS

Director Buettner reported that a neighbor of the Aspen Creek Senior Living Facility had sent video footage showing cars entering the facility from the back entrance of the facility off Ponderosa Street; that Aspen Creek had put up an "Emergency Vehicles Only" sign at the edge of their property; and that he will be meeting with the Aspen Creek local manager to follow up.

H. NEW BUSINESS

1. ***Action/Approval** – Requesting Excused Absences for the February 26, 2025 Regular Meeting – Twait, Earsley

Approved by the consent agenda.

I. REPORTS

1. Planning Director – Planning Director Buettner reported on the following:
 - The Planning Department will be following up with commissioners regarding availability for a CUP work session.
 - Expecting news on whether the City will be receiving FEMA funding to update the Hazard Mitigation Plan.
2. Commission Chair – No report.
3. Kenai Peninsula Borough Planning – Commissioner Fikes reported on recent actions of the Kenai Peninsula Borough Planning Commission.

4. City Council Liaison – Council Member Sounart reported on recent actions of the City Council.

J. ADDITIONAL PUBLIC COMMENT

Merri Duby, resident, spoke in support of the plat approved by Resolution No. PZ2025-13. She clarified the date of the next Planning & Zoning Commission meeting where the Aspen Creek facility will be discussed.

Edie Handsaker, resident, stated that she had been told by the City that the Aspen Creek facility would be planting a screen of blue spruce between her property and theirs, and later found out that the vegetation screen would be planted on another side. She expressed concerns about vehicle lights and noise.

Arllys Miskinis, resident, explained ongoing issues with Aspen Creek traffic in the neighborhood; suggested new signs for visitor parking, speed limits and children at play; expressed concerns about child safety, increased traffic, and devaluation of property.

K. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: March 26, 2025

Commissioner Fikes noted she would be attending remotely.

L. COMMISSION COMMENTS AND QUESTIONS

Commissioners Krause and Pettey asked about scheduling the upcoming CUP work session.

Commissioner Fikes noted a technical issue with her email account.

Chair Halstead stated that the Aspen Creek facility discussion would be added to the following meeting agenda.

M. PENDING ITEMS – None.

N. ADJOURNMENT

O. INFORMATIONAL ITEMS – None.

There being no further business before the Planning & Zoning Commission, the meeting was adjourned at 7:35 p.m.

I certify the above represents accurate minutes of the Planning & Zoning Commission meeting of March 12, 2025.

Meghan Thibodeau
Deputy City Clerk



**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2025-05**

A RESOLUTION RECOMMENDING THAT PRELIMINARY PLAT FOR THE BLACK GOLD ESTATES 2025 REPLAT ATTACHED HERETO BE **CONDITIONALLY APPROVED**.

PROPERTY ADDRESSES: 2712 & 2714 Wildwood Dr.,
2505 & 2507 Windflower Dr.

LEGAL DESCRIPTIONS: Lots 11,12, 16, 17, Block 8, Black Gold Estates
Subdivision Amended

KPB PARCEL NUMBERS: 03904007, 03904008, 03904011, 03904012

WHEREAS, the City of Kenai received a preliminary plat from McLane Consulting, on behalf of the property owner, Alexander Douthit for a replat of Lots 11,12, 16, 17, Block 8, Black Gold Estates Subdivision Amended; and,

WHEREAS, the preliminary plat meets the minimum lot width and minimum lot depth requirements as outlined in Kenai Municipal Code (KMC) Section 14.10.070(d)(2); and,

WHEREAS, the existing street names are referenced correctly; and,

WHEREAS, the proposed lots have access from Wildwood Drive (a City-maintained paved road) and Windflower Drive (a city-designated right of way and undeveloped road); and,

WHEREAS, A 10-foot easement for utilities is granted along the southeast boundary of current Lots 11 & 12 adjacent to the existing 120-foot Wildwood Drive right-of-way; and,

WHEREAS, the owner is requesting a vacation of a 10-foot utility easement between the southeast boundary of current Lots 16 & 17 and the northwest boundary of current Lots 11 & 12; and

WHEREAS, the owner is requesting a vacation of a 60-foot by 156-foot public right of way along the southeastern boundary of the new lot; and,

WHEREAS, the City does not have a public interest in retaining the 60-foot by 156-foot public right of way; and,

WHEREAS, City water and sewer lines are available to the lot; and,

WHEREAS, an installation agreement is not required; and,

WHEREAS, the Planning and Zoning Commission finds:

1. Pursuant to KMC 14.10.070 *Subdivision Design Standards*, the preliminary plat for replat, subject to the listed conditions, provides utilities/access easements, provides satisfactory and desirable building sites, and the on-site water and sewer systems will be subject to the regulatory requirements of the Public Works Department; and,
2. Pursuant to KMC 14.24.010 *Minimum lot area requirements*, the preliminary plat meets City standards for minimum lot size in the RS zoning district of 7,200 square feet, the proposed lot is approximately 40,816 square feet (0.937 acre).
3. Pursuant to KMC 14.24.020 *General Requirements*, the preliminary plat meets City standards for minimum lot width/depth and access/utility easements. Compliance with the maximum lot coverage, maximum height, and setbacks will be reviewed during the building permit review.

NOW, THEREFORE, BE IT RECOMMENDED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA:

Section 1. That preliminary plat Black Gold Estates 2025 Replat be approved subject to the following conditions,

1. Further development of the property will conform to all federal, State of Alaska, and local regulations.
2. The Kenai City Council must declare the unnamed sixty-foot right-of-way not needed for a public purpose and approve the vacation of the right-of-way as shown on the preliminary plat.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, THIS 26th DAY OF FEBRUARY, 2025.

JOE HALSTEAD, CHAIRPERSON

ATTEST:

Meghan Thibodeau, Deputy City Clerk



STAFF REPORT

PLANNING & ZONING DEPARTMENT

TO: Planning and Zoning Commission
THROUGH: Kevin Buettner, Planning Director
FROM: Brandon McElrea, Planning Technician
DATE: March 19, 2025
SUBJECT: Resolution No. PZ2025-05 – Preliminary Plat – Black Gold Estates 2025 Replat

Request The applicant is proposing a preliminary plat to merge Lots 11, 12, 16, 17 and 60 feet of Right-of-Way in Black Gold Estates Subdivision.

Staff Recommendation Adopt Resolution No. PZ2025-05 recommending conditional approval of Preliminary Plat – Black Gold Estates 2025 Replat merging Lots 11, 12, 16, 17 and 60 feet of Right-of-Way into a single Lot.

Applicant: McLane Consulting
Attn: Andrew Hamilton
P.O. Box 468
Soldotna, AK 99669

Property Owner: Alex Douthit

Legal Descriptions: Lots 11, 12, 16, 17 & 60 Feet of Right-of-Way

Property Addresses: 2705 & 2707 Windflower Drive
2712 & 2714 Wildwood Drive

KPB Parcel Nos.: 03904007, 03904008, 03904011, 03904012

Zoning District: Suburban Residential (RS)

Land Use Plan: Suburban Residential (SR)

Surrounding Uses: General Commercial, Suburban Residential

SUMMARY

A preliminary plat has been submitted from McLane Consulting on behalf of Alex Douthit for a replat of Lots 11, 12, 16, 17 and 60' of unnamed Right-of-Way (ROW) in the Black Gold Estates Subdivision to create one Lot. The subject lots are located between Wildwood Drive and

Windflower Drive near the intersection of the Kenai Spur Highway and Wildwood Drive. The subject lots as well as the unnamed Right-of-Way are unimproved. If approved, the merging of the four (4) subject Lots and the vacation and subsequent merging of the unnamed ROW will result in a single approximately 0.937-acre parcel.

Kenai Municipal Code (KMC) Chapter 14.10 *Subdivision Regulations* states preliminary plats or replats must first be submitted to the City for review and provide recommendation to the Kenai Peninsula Borough Planning Commission.

ANALYSIS

The proposed parcel merger meets the preliminary plat requirements and development requirements for the Suburban Residential (RS) zoning district. The merged parcel will have primary access off of Wildwood Drive, which is a City maintained paved road. City sewer and water are available along Wildwood Drive. The Public Works Director, Fire Marshal, and Building Official have reviewed the preliminary replat and have no comments.

Right of way along Wildwood Drive has been previously been contested. The City of Kenai is working with Kenai Native Association and State of Alaska to address any and all potential ownership issues. This process is ongoing, and pending the results of those discussions, the City of Kenai has not reached a final decision on the vacation of the unnamed 60' ROW. The City is currently awaiting documentation from the Kenai Native Association that would allow City Council to determine there is no public benefit to retaining the unnamed 60' ROW. The City does not object to the merger of the four parcels, Lots 11, 12, 16, & 17, and does not wish to stymie potential development along this corridor.

Staff finds that the preliminary plat for a replat of Lots 11, 12, 16, 17 & 60' of unnamed ROW meets the following Title 14 of Kenai Municipal Code (KMC) sections and aligns with the intent of the Kenai Zoning Code.

1. Pursuant to KMC 14.10.070 *Subdivision Design Standards*, the preliminary plat for replat, subject to the listed conditions, provides utilities/access easements, provides a satisfactory and desirable building site, and the accessible water and wastewater systems are subject to the regulatory requirements of the City of Kenai Public Works Department.
2. Pursuant to KMC 14.10.080 *Minimum improvement required*, the preliminary plat is a replat of four lots within a subdivision that has dedicated rights-of-way and determined acceptable access, subject to the listed conditions. Therefore, an installation agreement is not required.
3. Pursuant to KMC 14.24.010 *Minimum lot area requirements*, the preliminary plat meets City standards for minimum lot size in the RS zoning district of 7,200 square feet (0.165 acre), the resulting lot sizes of this subdivision will be approximately 0.937-acre.
4. Pursuant to KMC 14.24.020 *General Requirements*, the preliminary plat meets City standards for minimum lot width/depth and access/utility easements. Compliance with the maximum lot coverage, maximum height, and setbacks will be reviewed during the building permit review.

STAFF RECOMMENDATION

Staff finds that the proposed preliminary plat for Black Gold Estates 2025 Replat to replat Lots 11, 12, 16, 17 and 60 feet of unnamed ROW meets the general standards of Kenai Municipal Code (KMC), Chapter 14.10 *Subdivision Regulations* and Chapter 14.24 *Development Requirements Table* and hereby recommends that the Planning and Zoning Commission recommends conditional approval of Resolution No. PZ2025-05 for a replat of Lots 11, 12, 16, 17 and 60 feet of unnamed ROW to Kenai Peninsula Borough, subject to the following conditions:

1. Further development of the property will conform to all federal, State of Alaska, and local regulations.
2. The Kenai City Council must declare the unnamed sixty-foot right-of-way not needed for a public purpose and approve the vacation of the right-of-way as shown on the preliminary plat.

ATTACHMENTS

Aerial Map
Application
Preliminary Plat, Black Gold Estates 2025 Replat

Legend

Physical Addresses

Transportation

Mileposts

Roads

Medium Collector

Medium Volume -

Unmaintained

Medium Volume -

Maintained

— Low / Seasonal

— Legal Trail

— Private

State Hwy

Platted / Proposed

role and DI CC

Parcels and PLSS

Parcels

9" Imagery

Red: Red

Green: Green

Blue: Blue

Red: Red

Green: Green

Blue: Blue



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NOTE: Every reasonable effort has been made to ensure the accuracy of these data. However, by accepting this material, you agree that the Kenai Peninsula Borough assumes no liability of any kind arising from the use of this data. The data are provided without warranty of any kind, either expressed or implied, including but not limited to time, money or goodwill arising from the use, operation or modification of the data. In using these data, you further agree to indemnify, defend, and hold harmless Kenai Peninsula Borough for any and all liability of any nature arising from the lack of accuracy or correctness of the data, or use of the data.



Preliminary Plat Submittal Form

City of Kenai
Planning and Zoning Department
210 Fidalgo Avenue
Kenai, AK 99611
(907) 283-8200
planning@kenai.city
www.kenai.city/planning

APPLICANT (SURVEYOR)

Name:	McLane Consulting				
Mailing Address:	[REDACTED]	City:	Soldotna	State:	AK
Phone Number(s):	[REDACTED]				
Email:	[REDACTED]				

PROPERTY OWNER

Name:	Alexander Douthit				
Mailing Address:	[REDACTED]	City:	Kenai	State:	AK
Phone Number(s):	[REDACTED]				
Email:	[REDACTED]				

PROPERTY INFORMATION

Kenai Peninsula Borough Parcel #:	03904021				
Current City Zoning:	Suburban Residential				
Use:	<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Recreational <input type="checkbox"/> Commercial <input type="checkbox"/> Other:				
Water:	<input type="checkbox"/> On Site <input checked="" type="checkbox"/> City <input type="checkbox"/> Community				
Sewer:	<input type="checkbox"/> On Site <input checked="" type="checkbox"/> City <input type="checkbox"/> Community				

PLAT INFORMATION

Preliminary Plat Name:	Black Gold Estates 2025 Replat				
Revised Preliminary Plat Name:					
Vacation of Public Right-of-Way:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Street Name (if vacating ROW):	Unnamed 60' street per K1399				

Exceptions Required and Requested:

Comments:

This is a plat that intends to vacate the 60' street adjacent to Wildwood Drive, the common lot lines between Lots 11, 12, 16 & 17, and the associated utility easement with those common lot lines. Wildwood Drive is a 120' right of way that is constructed and utilized for ingress/egress of traffic.

REQUIRED ATTACHMENTS

<input checked="" type="checkbox"/> Certificate to Plat	<input checked="" type="checkbox"/> (1) 24" x 36" Plat	<input checked="" type="checkbox"/> (2) 11" x 17" Plats
SIGNATURE		
Signature:	[Signature]	
Print Name:	Alexander Douthit	Title/Business:

Date: 01/28/25

McLANE

CONSULTING, INC.

P.O. Box 468 Soldotna, Alaska 99669
(907) 283-4218 fax (907) 283-3265

LETTER OF TRANSMITTAL

To: City of Kenai
Planning and Zoning Department
210 Fidalgo Avenue
Kenai, Alaska 99611

DATE: JANUARY 28, 2025 JOB # 252006
ATTENTION: Platting and Zoning Department
RE: Black Gold Estates 2025 Replat
KBP File 2025-XXX
PRELIMINARY PLAT
From: Andrew Hamilton

We are sending you: ☒ Attached ☐ Under separate Cover

Via: Delivered

Copies	Description
1	Blackline Prelim Plat full size
2	Prelim Plat 11x17" size
1	Certificate to Plat
1	City of Kenai/KPB Owner Submittal Forms

Reason for Transmittal Checked Below:

☐ FOR APPROVAL ☐ AS REQUESTED ☐ APPROVED AS SUBMITTED ☐ REVIEW/COMMENT
☒ FOR YOUR USE ☐ APPROVED AS NOTED ☐ RETURNED FOR CORRECTIONS

Remarks:

Copy to: File Signed: Andrew Hamilton



First American Title™

Guarantee

Subdivision Guarantee

Issued by

First American Title Insurance Company

GUARANTEE NUMBER

5033602-0229-4229879

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

First American Title Insurance Company



Steven Taylor on behalf of Dustyn Fergus, Title Officer

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims:

Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707** Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606



First American Title™

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4229879

Order No.: 4229879

Liability: \$300.00

Fee: \$300.00

Tax: \$N/A

Name of Assured: McLane Consulting Inc

Date of Guarantee: December 23, 2024

The assurances referred to on the face page hereof are:

1. Title is vested in:

Alexander Douthit, as to Lots 11, 12 and 16 of Block 8 and Alex Douthit, a married man, as to Lot 17 of Block 8

2. That, according to the Public Records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee:

A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

B. Water rights, claims or title to water.

C. Tax Deeds to the State of Alaska.

D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of A.S. Section 38.04.045 and A.S. Chapter 40.15., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American Title™

Schedule B

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4229879

File No.: 0229-4229879

RECORD MATTERS

7. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
8. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2024, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):
- | | |
|------------------|---|
| Tax Account No.: | 039-040-07 |
| Levied Amount: | \$93.54 |
| Balance Due: | \$0.00 |
| Due Date: | 1st half September 15th and 2nd half November 15th <u>or</u> entire Amount due October 15th |
| Land Valuation: | \$10,800.00 |
| Improvements: | \$0.00 |
| Affects: | Lot 11 of Block 8 |
9. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2024, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):
- | | |
|------------------|---|
| Tax Account No.: | 039-040-08 |
| Levied Amount: | \$93.54 |
| Balance Due: | \$0.00 |
| Due Date: | 1st half September 15th and 2nd half November 15th <u>or</u> entire Amount due October 15th |
| Land Valuation: | \$10,800.00 |
| Improvements: | \$0.00 |
| Affects: | Lot 12 of Block 8 |
10. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2024, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):
- | | |
|------------------|---|
| Tax Account No.: | 039-040-11 |
| Levied Amount: | \$24.26 |
| Balance Due: | \$0.00 |
| Due Date: | 1st half September 15th and 2nd half November 15th <u>or</u> entire Amount due October 15th |
| Land Valuation: | \$2,800.00 |
| Improvements: | \$0.00 |
| Affects: | Lot 16 of Block 8 |

11. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2024, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: [039-040-12](#)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th or entire Amount due October 15th
Land Valuation: \$2,800.00
Improvements: \$0.00

NOTE: Possible liability for additional general taxes for the current and/or prior years in the event the exemption applied is not applicable to the present ownership of said premises.
Affects: Lot 17 of Block 8

12. Assessments, if any due The City of Kenai. (Information to follow)
13. Reservation of an easement for highway purposes as disclosed by Public Land Order No. 601, dated August 10, 1949 and amended by Public Land Order No. 757, dated October 10, 1959; Public Land Order No. 1613, dated April 7, 1958; and Department of the Interior Order No. 2665, dated October 16, 1951, Amendment No. 1, thereto, dated July 17, 1952 and Amendment No. 2, thereto, dated September 15, 1956, filed in the Federal Register.
14. Right of Way Easement, including the terms and provisions thereof, granted to Kenai Power Corporation, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument,
Recorded: June 1, 1958
Recording Information: [Book 2 Page 31](#)
Affects: Blanket Easement

Easement rights were assigned to the City of Kenai by an assignment,
Recorded: December 31, 1963
Recording Information: [Book 11 Page 188](#)
15. Right of Way Easement, including the terms and provisions thereof, granted to Homer Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument
Recorded: December 5, 1958
Recording Information: [Book 2 Page 64](#)
Affects: Blanket Easement
16. Easements as dedicated and shown on the plat of said subdivision. (Copy Attached)
17. The effect of the notes which appear on the plat of said subdivision. (Copy Attached)
18. Covenants, conditions and restrictions, as shown on the Plat of said subdivision.

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.



First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4229879

File No.: 0229-4229879

The land in the Recording District of Kenai, State of Alaska, described as follows:

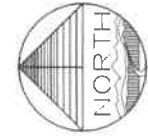
Lots 11, 12, 16 and 17 Block 8, BLACK GOLD ESTATES SUBDIVISION, AMENDED, according to the official plat thereof, filed under Plat Number [K-1399](#), Records of the Kenai Recording District, Third Judicial District, State of Alaska.

1/4
FOUND 2-1/2"
BRASS CAP
GLO 1921

SECTION 26
SECTION 25

- NOTES**
- NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
 - DEVELOPMENT MUST MEET THE CITY OF KENAI CHAPTER 14 ZONING CODE REQUIREMENTS.
 - ANY PERSON DEVELOPING THE PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS, INCLUDING A U.S. ARMY CORPS OF ENGINEERS WETLAND DETERMINATION IF APPLICABLE.
 - THIS PARCEL MAY BE AFFECTED BY THE FOLLOWING:
 - THIS SUBDIVISION MAY BE AFFECTED BY A RESERVATION OF EASEMENT RESERVED BY PUBLIC LAND ORDER No. 601 DATED AUGUST 10, 1949 AND AMENDED BY PUBLIC LAND ORDER No. 757 DATED OCTOBER 10, 1959, PUBLIC LAND ORDER No. 1613 DATED APRIL 7, 1958 AND DEPARTMENT OF THE INTERIOR ORDER No. 2665 DATED OCTOBER 16, 1951, AMENDMENT No. 1 DATED JULY 17, 1952 AND AMENDMENT No. 2 DATED SEPTEMBER 15, 1956 FILED IN THE FEDERAL REGISTER.
 - AN ELECTRIC EASEMENT GRANTED TO KENAI POWER CORPORATION ON JUNE 4, 1958 IN MISC. BOOK 2, PAGE 31, KRD, LOCATION NOT DEFINED, AND ASSIGNED TO THE CITY OF KENAI DECEMBER 31, 1963 IN MISC. BOOK 11, PAGE 188, KRD.
 - AN ELECTRIC EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION ON DECEMBER 5, 1958 IN MISC. BOOK 2, PAGE 64, KRD, LOCATION NOT DEFINED.
 - COVENANTS, CONDITIONS AND RESTRICTIONS PER BLACK GOLD ESTATES SUBDIVISION, AMENDED K1399. THE BOROUGH WILL NOT ENFORCE PRIVATE COVENANTS, EASEMENTS OR DEED RESTRICTIONS PER KPB 20.60.170.

WASTEWATER DISPOSAL
PLANS FOR WASTEWATER DISPOSAL THAT MEET REGULATORY REQUIREMENTS ARE ON FILE AT THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.



GRAPHIC SCALE
1 inch = 50 ft.

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**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2025-15**

A RESOLUTION RECOMMENDING THAT PRELIMINARY PLAT KARPIK RICE REPLAT ATTACHED HERETO BE **APPROVED**.

PROPERTY ADDRESSES: 406 Lawton Drive
410 Lawton Drive

LEGAL DESCRIPTIONS: Lot 1 and Lot 2, Bailey Estates amended

KPB PARCEL NUMBERS: 04916068 and 04916069

WHEREAS, the City of Kenai received a preliminary plat from Segesser Surveys, Inc. on behalf of the property owner, EERS, LLC, for a replat of Lot 1 and Lot 2, Bailey Estates Amended; and,

WHEREAS, the preliminary plat meets the minimum lot width and minimum lot depth requirements as outlined in Kenai Municipal Code (KMC) Section 14.10.070(d)(2); and,

WHEREAS, the existing street names are referenced correctly; and,

WHEREAS, the proposed lot will have access from Lawton Drive (a City-maintained paved road); and,

WHEREAS, City sewer and water is available to the proposed lot; and,

WHEREAS, a 10-foot easement for utilities is located along the north boundary of the proposed lots; and,

WHEREAS, an installation agreement is not required; and,

WHEREAS, the Planning and Zoning Commission finds:

1. Pursuant to KMC 14.10.070 *Subdivision Design Standards*, the preliminary plat for replat, subject to the listed conditions, provides utilities/access easements, provides a satisfactory and desirable building site, and the accessible water and wastewater systems are subject to the regulatory requirements of the City of Kenai Public Works Department.
2. Pursuant to KMC 14.10.080 *Minimum improvement required*, the preliminary plat is a replat of lots within a subdivision that has dedicated rights-of-way and determined acceptable access, subject to the listed conditions. Therefore, an installation agreement is not required.

3. Pursuant to KMC 14.24.010 *Minimum lot area requirements*, the preliminary plat meets City standards for minimum lot size in the RS-2 zoning district of 7,200 square feet, the resulting lot sizes of this replat will be approximately 82,023 square feet and 67,387 square feet.
4. Pursuant to KMC 14.24.020 General Requirements, the preliminary plat meets City standards for minimum lot width/depth and access/utility easements. Compliance with the maximum lot coverage, maximum height, and setbacks will be reviewed during the building permit review.

NOW, THEREFORE, BE IT RECOMMENDED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA:

Section 1. That preliminary plat Bailey Estates Karpik Rice Replat for a replat of Lot 1 and Lot 2, Bailey Estates Amended be approved.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, THIS 26TH DAY OF MARCH, 2025.

JOE HALSTEAD, CHAIRPERSON

ATTEST:

Meghan Thibodeau, Deputy City Clerk



STAFF REPORT

PLANNING & ZONING DEPARTMENT

TO: Planning and Zoning Commission
THROUGH: Kevin Buettner, Planning Director
FROM: Brandon McElrea, Planning Technician
DATE: March 14, 2025
SUBJECT: Resolution No. PZ2025-15 – Preliminary Plat – Bailey Estates Karpik Rice Replat

Request The applicant is proposing a preliminary plat to replat Lots 1 and 2, Bailey Estates Amended.

Staff Recommendation Adopt Resolution No. PZ2025-15 recommending approval of Preliminary Plat – Bailey Estates Karpik Rice Replat to relocate the lot line separating Lots 1 and 2, Bailey Estates Amended.

Applicant: Segesser Surveys, Inc.
Attn: John Segesser
30485 Rosland St
Soldotna, AK 99669

Property Owner: EERS, LLC

Legal Descriptions: Lot 1 and Lot 2, Bailey Estates Amended.

Property Addresses: 406 Lawton Drive
410 Lawton Drive

KPB Parcel Nos.: 04916068 and 04916069

Zoning District: Suburban Residential 2 (RS-2)

Land Use Plan: Suburban Residential (SR)

Surrounding Uses: Improved Residential and Conservation

SUMMARY

The City received a preliminary plat from Segesser Surveys, Inc. on behalf of the property owner for a replat of Lots 1 and 2, Bailey Estates Amended, to adjust the lot line separating the two lots, over which a large shop is currently built. Approval of this replat will allow the shop building to meet setback requirements. This replat was previously approved (PZ2022-04), however the final plat was not recorded before the recording deadline.

Kenai Municipal Code (KMC) Chapter 14.10 *Subdivision Regulations* states preliminary plats or replats must first be submitted to the City for review and provide recommendation to the Kenai Peninsula Borough Planning Commission.

ANALYSIS

The proposed replat meets the preliminary plat requirements and development requirements for the Suburban Residential 2 (RS-2) zoning district. Access to the subject lots is via Lawton Drive, which is a City maintained paved road. At approximately 1.883 acres and 1.547 acres, proposed Lots 1A and 1B exceed the RS-2 minimum lot size of 7,200 square feet. City water and wastewater are available along Lawton Drive and have been installed, servicing both proposed lots. The Public Works Director, Fire Marshal, and Building Official have reviewed the preliminary plat and have no comments.

Staff finds that the preliminary plat meets the following Title 14 of Kenai Municipal Code (KMC) sections and aligns with the intent of the Kenai Zoning Code.

1. Pursuant to KMC 14.10.070 *Subdivision Design Standards*, the preliminary plat for replat, subject to the listed conditions, provides utilities/access easements, provides a satisfactory and desirable building site, and the accessible water and wastewater systems are subject to the regulatory requirements of the City of Kenai Public Works Department.
2. Pursuant to KMC 14.10.080 *Minimum improvement required*, the preliminary plat is a replat of lots within a subdivision that has dedicated rights-of-way and determined acceptable access, subject to the listed conditions. Therefore, an installation agreement is not required.
3. Pursuant to KMC 14.24.010 *Minimum lot area requirements*, the preliminary plat meets City standards for minimum lot size in the RS-2 zoning district of 7,200 square feet, the resulting lot sizes of this replat will be approximately 82,023 square feet and 67,387 square feet.
4. Pursuant to KMC 14.24.020 *General Requirements*, the preliminary plat meets City standards for minimum lot width/depth and access/utility easements. Compliance with the maximum lot coverage, maximum height, and setbacks will be reviewed during the building permit review.

STAFF RECOMMENDATION

Staff finds that the proposed preliminary plat for Bailey Estates Karpik Rice Replat to replat Lots 1 and 2, Bailey Estates Amended, meets the general standards for Kenai Municipal Code (KMC) Chapter 14.10 *Subdivision Regulations* and Chapter 14.24 *Development Requirements Table*

and hereby recommends that the Planning and Zoning Commission recommends approval of Resolution No. PZ2025-15 to the Kenai Peninsula Borough, subject to the following condition:

1. Further development of the property will conform to all Federal, State of Alaska, and local regulations.

ATTACHMENTS

Aerial Map

Application

Preliminary Plat, Bailey Estates Karpik Rice Replat



Preliminary Plat Submittal Form

City of Kenai
Planning and Zoning Department
210 Fidalgo Avenue
Kenai, AK 99611
(907) 283-8200
planning@kenai.city
www.kenai.city/planning

APPLICANT (SURVEYOR)

Name:	Segesser Surveys Inc						
Mailing Address:		City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):							
Email:							

PROPERTY OWNER

Name:	EERS, LLC						
Mailing Address:		City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):							
Email:							

PROPERTY INFORMATION

Property Owner Name:					
Current City Zoning:					
Use:	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Recreational	<input type="checkbox"/> Commercial		
	<input type="checkbox"/> Other:				
Water:	<input type="checkbox"/> On Site	<input checked="" type="checkbox"/> City	<input type="checkbox"/> Community		
Sewer:	<input type="checkbox"/> On Site	<input checked="" type="checkbox"/> City	<input type="checkbox"/> Community		

PLAT INFORMATION

Preliminary Plat Name:	Bailey Estates Karpik Rice Replat	
Revised Preliminary Plat Name:		
Vacation of Public Right-of-Way:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Street Name (if vacating ROW):		

Exceptions Required and Requested:

Comments:

REQUIRED ATTACHMENTS

<input checked="" type="checkbox"/> Certificate to Plat	<input checked="" type="checkbox"/> (1) 24" x 36" Plat	<input checked="" type="checkbox"/> (2) 11" x 17" Plats
---	--	---

SIGNATURE

Signature:		Date:	3-11-25
Print Name:	John Segesser	Title/Business:	Segesser Surveys Inc

Stewart Title of the Kenai Peninsula, Inc.

35681 Kenai Spur Hwy., Unit B
Soldotna, AK 99669
Tel: (907) 260-8031 Fax: (907) 260-8036

Amendment No. 4: Change effective date

CERTIFICATE TO PLAT

Segesser Surveys, Inc.
30485 Rosland
Soldotna, AK 99669
Attention: John Segesser

File Number: 21205
Premium: \$250.00
Tax:

Gentlemen:

This is a certificate as of March 22, 2024 at 8:00 A.M. for a plat out of the following property:

Lots One (1) and Two (2), BAILEY ESTATES AMENDED, according to Plat No. 97-33, Kenai Recording District, Third Judicial District, State of Alaska.

The Company certifies that record title is vested in

EERS, LLC, an Alaska limited liability company as to Lot 1 and Kathleen J. Rice, a married woman as to Lot 2 an estate in fee simple, free from all liens, encumbrances, and objections except for as follows:

1. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.
2. **RESERVATIONS AND EXCEPTIONS** as contained in Mineral Patent from the United States of America to the State of Alaska
Recorded: November 23, 1984
Volume/Page: 251/343

FURTHER, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.

3. **TAXES AND ASSESSMENTS**, if any due the taxing authority indicated:
Taxing Authority: City of Kenai
4. **TAXES AND ASSESSMENTS**, if any, due the taxing authority indicated:
Taxing Authority: KENAI PENINSULA BOROUGH
5. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:
Recorded: April 12, 1954
Volume/Page: Misc 1/20
Granted To: Kenai Power Corporation
Affects: General Easement, no definite location disclosed

Assigned to the City of Kenai by Instrument recorded December 31, 1963 in Misc. Book 11 at Page 188

6. **AN OIL AND GAS LEASE** affecting the above interest under the terms, covenants and conditions therein provided:
Lessor: Paul Whiteman and William Trimmingham
Lessee: Union Oil Company of California

Recorded: September 15, 1978

Volume/Page: 132/18

FURTHER, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.

7. **RESERVATION** of oil, gas and mineral rights constructive notice of which is given by recital in deed:

Recorded: March 1, 1995

Volume/Page: 459/834

FURTHER, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.

8. **BUILDING ENERGY EFFICIENCY STANDARDS CERTIFICATION** including the terms and provisions therein:

Recorded: March 17, 1999

Volume/Page: 554/621

(Affects Lot 2)

9. **SUMMARY OF BUILDING INSPECTION** including the terms and provisions therein:

Recorded: March 17, 1999

Volume/Page: 554/622

(Affects Lot 2)

10. **DEED OF TRUST**, including terms and provisions thereof, to secure an indebtedness of the amount herein stated and for any other amounts payable under the terms thereof:

Amount: \$472,000.00

Dated: October 24, 2019

Recorded: October 25, 2019

Serial No.: 2019-009500-0

Trustor: Kathleen J. Rice, a married woman

Trustee: Stewart Title of the Kenai Peninsula, Inc.

Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS) acting as nominee for The Huntington National Bank

(Affects Lot 2)

Stewart Title of the Kenai Peninsula, Inc.

By


Authorized Countersignature

Terri Cotterell

Authorized Signator

NOTE: We will update this certificate to comply with Kenai Peninsula Borough Ordinance 90-38 upon notification from surveyor.

LAWTON DR

PAUL ST

ROGERS RD

PAMELA CT

NORMAN ST

SUSANNA LN

LEGEND:

- 3 1/4" ALUM. CAP MON. 610-S 1996 FOUND
- 2 1/2" ALUM. CAP MON. ILLEGIBLE FOUND
- 2" BRASS CAP MON. 44SE 1967
- 5/8" REBAR W/PLASTIC CAP LS8859 FOUND
- 5/8" REBAR W/PLASTIC CAP LS6101 FOUND
- 5/8" REBAR FOUND
- 1/2" REBAR W/ PLASTIC CAP 263 FOUND
- 5/8" REBAR W/PLASTIC CAP LS8859 SET
- () RECORD DATUM PLAT 97-33 KR0

NOTES:

- 1) Basis of bearing taken from Bailey Estates Amended, Plat 97-33, Kenai Recording District.
- 2) Further development of the property shall conform to all federal, State of Alaska and local regulations.
- 3) Development must meet City of Kenai Chapter 14 Zoning Requirements.
- 4) An easement for electric lines or system and/or telephone lines granted to Kenai Power Corporation is recorded in Misc. Book 1 Page 20, Kenai Recording District. The easement was assigned to the City of Kenai by document recorded in Misc. Book 11 Page 188, Kenai Recording District. No definite location disclosed.
- 5) Previously granted utility easements are depicted and noted on the plat. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- 6) Lots are served by city water and sewer.
- 7) WASTEWATER DISPOSAL: Plans for wastewater disposal that meet regulatory requirements are on file at the Department of Environmental Conservation.

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH
IN ACCORDANCE WITH KPB 20.10.040.

KENAI PENINSULA BOROUGH

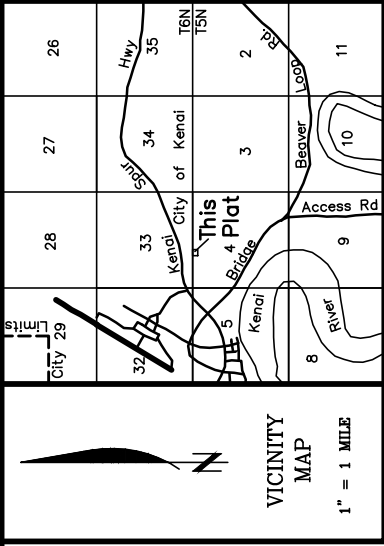
AUTHORIZED OFFICIAL



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the monuments shown hereon actually exist as described, and all dimensions and other details are correct.

Date



CERTIFICATE of OWNERSHIP
and DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT EERS LLC IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON, ANS ON BEHALF OF EERS LLC I HEREBY ADOPT THIS PLAN OF SUBDIVISION, AND BY MYFREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND GRANT ALL EASEMENTS TO THE USE SHOWN.

KATHLEEN RICE, PRESIDENT
EERS LLC
410 LAWTON DRIVE
KENAI, ALASKA 99611
FORMER LOT 1

NOTARY'S ACKNOWLEDGEMENT

FOR _____
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES _____

CERTIFICATE of OWNERSHIP
and DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

KATHLEEN J. RICE
410 LAWTON DRIVE
KENAI, ALASKA 99611
FORMER LOT 2

NOTARY'S ACKNOWLEDGEMENT

FOR _____
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES _____

KPB FILE No. 2022-038

Bailey Estates
Karpik Rice Replat

A resubdivision of Lots 1 and 2 Bailey Estates Amended,
Plat 97-33, Kenai Recording District.
Located within the NE1/4 NW1/4 Section 4, T5N, R11W, S.M.
City of Kenai, Kenai Peninsula Borough, Alaska
Containing 3.429 Ac.

Surveyor
Segesser Surveys
30485 Rosland St.
Soldotna, AK 99689
(907) 262-3909

Owners

Kathleen J. Rice
EERS LLC
410 Lawton Drive
Kenai, Alaska 99611

JOB NO. 21379

DRAWN: 3-12-25

SURVEYED: June, 2022

SCALE: 1"=50'

FIELD BOOK: 22-3

SHEET: 1 of 1



**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2025-16**

A RESOLUTION RECOMMENDING THAT PRELIMINARY PLAT FOR HIGHLANDS SUBDIVISION 2025 REPLAT ATTACHED HERETO BE **APPROVED**.

PROPERTY ADDRESSES: 1370 Chisik Street
1360 Chisik Street
1350 Chisik Street

LEGAL DESCRIPTIONS: Lot 10, Block 2, Highlands Subdivision
Lot 11, Block 2, Highlands Subdivision
Lot 12, Block 2, Highlands Subdivision

KPB PARCEL NUMBERS: 04918006, 04918007 and 04918008

WHEREAS, the City of Kenai received a preliminary plat from McLane Consulting, Inc., on behalf of the property owners, Carmen and Teresa Vick for a replat of Lots 10, 11 and 12, Block 2, Highlands Subdivision; and,

WHEREAS, the preliminary plat meets the minimum lot width and minimum lot depth requirements as outlined in Kenai Municipal Code (KMC) Section 14.10.070(d)(2); and,

WHEREAS, the existing street names are referenced correctly; and,

WHEREAS, the proposed lot has access from Chisik Street (a City-maintained gravel road); and,

WHEREAS, City water and sewer lines are not available to the lot; and,

WHEREAS, an installation agreement is not required; and,

WHEREAS, the Planning and Zoning Commission finds:

1. Pursuant to KMC 14.10.070 *Subdivision Design Standards*, the preliminary plat for replat, subject to the listed conditions, provides utilities/access easements, provides a satisfactory and desirable building site, and the on-site water and wastewater systems are subject to the regulatory requirements of ADEC.
2. Pursuant to KMC 14.10.080 *Minimum improvement required*, the preliminary plat is a replat of three (3) lots within a subdivision containing dedicated rights-of-way and determined acceptable access, subject to the listed conditions. Therefore, an installation agreement is not required.

3. Pursuant to KMC 14.24.010 *Minimum lot area requirements*, the preliminary plat meets City standards for minimum lot size in the Rural Residential zoning district of 20,000 square feet, the resulting lot size of this merger will be approximately 59,982 square feet.
4. Pursuant to KMC 14.24.020 *General Requirements*, the preliminary plat meets City standards for minimum lot width/depth and access/utility easements. Compliance with the maximum lot coverage, maximum height, and setbacks will be reviewed during the building permit review.

NOW, THEREFORE, BE IT RECOMMENDED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA:

Section 1. That preliminary plat Highlands Subdivision 2025 Replat for a replat of Lots 10, 11 and 12, Block 2, Highlands Subdivision be approved subject to the following conditions,

1. Further development of the property will conform to all federal, State of Alaska, and local regulations.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,
THIS 26TH DAY OF March, 2025.

JOE HALSTEAD, CHAIRPERSON

ATTEST:

Meghan Thibodeau, Deputy City Clerk



STAFF REPORT

PLANNING & ZONING DEPARTMENT

TO: Planning and Zoning Commission
THROUGH: Kevin Buettner, Planning Director
FROM: Brandon McElrea, Planning Technician
DATE: March 17, 2025
SUBJECT: Resolution No. PZ2025-16 – Preliminary Plat – Highlands Subdivision 2025 Replat

Request The applicant is proposing a preliminary plat to replat Lots 10, 11 and 12, Block 2, Highlands Subdivision.

Staff Recommendation Adopt Resolution No. PZ2025-16 recommending approval of Preliminary Plat – Highlands Subdivision 2025 Replat to merge three (3) lots, creating a single approximately 1.337-acre lot.

Applicant: McLane Consulting, Inc.
Attn: Andrew Hamilton
P.O. Box 468
Soldotna, AK 99669

Property Owner: Carmen and Teresa Vick

Legal Descriptions: Lot 10, Block 2, Highlands Subdivision.
Lot 11, Block 2, Highlands Subdivision
Lot 12, Block 2, Highlands Subdivision

Property Addresses: 1370 Chisik Street
1360 Chisik Street
1350 Chisik Street

KPB Parcel Nos.: 04918006, 04918007 and 049118008

Zoning District: Rural Residential (RR)

Land Use Plan: Low Density Residential (LDR)

Surrounding Uses: Improved and Vacant Residential

SUMMARY

The City received a preliminary plat from McLane Consulting, Inc. on behalf of the property owner for a replat of Lots 10, 11 and 12, Block 2, Highland Subdivision, to merge three (3) lots into a single approximately 1.377-acre parcel.

Kenai Municipal Code (KMC) Chapter 14.10 *Subdivision Regulations* states preliminary plats or replats must first be submitted to the City for review and provide recommendation to the Kenai Peninsula Borough Planning Commission.

ANALYSIS

The proposed replat meets the preliminary plat requirements and development requirements for the Rural Residential (RR) zoning district. Access to the subject lots is via Chisik Street, which is a City maintained gravel road. At approximately 59,982 square feet, proposed Lot 11A exceeds the RR minimum lot size of 20,000 square feet. City water and wastewater are not available in this area; however, private water and wastewater have been installed on-site and are subject to the regulatory requirements of the State of Alaska, Department of Environmental Conservation (ADEC). The Public Works Director, Fire Marshal, and Building Official have reviewed the preliminary plat and have no comments.

Staff finds that the preliminary plat meets the following Title 14 of Kenai Municipal Code (KMC) sections and aligns with the intent of the Kenai Zoning Code.

1. Pursuant to KMC 14.10.070 *Subdivision Design Standards*, the preliminary plat for replat, subject to the listed conditions, provides utilities/access easements, provides a satisfactory and desirable building site, and the on-site water and wastewater systems are subject to the regulatory requirements of the ADEC.
2. Pursuant to KMC 14.10.080 *Minimum improvement required*, the preliminary plat is a replat of lots within a subdivision containing dedicated rights-of-way and determined acceptable access, subject to the listed conditions. Therefore, an installation agreement is not required.
3. Pursuant to KMC 14.24.010 *Minimum lot area requirements*, the preliminary plat meets City standards for minimum lot size in the RR zoning district of 20,000 square feet, the resulting lot size of this replat will be approximately 59,982 square feet.
4. Pursuant to KMC 14.24.020 *General Requirements*, the preliminary plat meets City standards for minimum lot width/depth and access/utility easements. Compliance with the maximum lot coverage, maximum height, and setbacks will be reviewed during the building permit review.

STAFF RECOMMENDATION

Staff finds that the proposed preliminary plat for Highlands Subdivision 2025 Replat to replat Lots 10, 11 and 12, Block 2, Highland Subdivision, meets the general standards for Kenai Municipal Code (KMC) Chapter 14.10 *Subdivision Regulations* and Chapter 14.24 *Development Requirements Table* and hereby recommends that the Planning and Zoning Commission recommends approval of Resolution No. PZ2025-16 for a replat of Lots 10, 11 and 12, Block 2, Highlands Subdivision to the Kenai Peninsula Borough, subject to the following condition:

Resolution No. PZ2025-16
Preliminary Plat
Highlands Subdivision 2025 Replat

1. Further development of the property will conform to all Federal, State of Alaska, and local regulations.

ATTACHMENTS

Aerial Map
Application
Preliminary Plat, Highlands Subdivision 2025 Replat



RECEIVED
3/17/25

McLANE

CONSULTING, INC.
P.O. Box 468 Soldotna, Alaska 99669
(907) 283-4218 fax (907) 283-3265

LETTER OF TRANSMITTAL

To: City of Kenai
Planning and Zoning Department
210 Fidalgo Avenue
Kenai, Alaska 99611

DATE: MARCH 14, 2025 JOB # 252002
ATTENTION: Platting and Zoning Department
RE: Highlands Subdivision 2025 Replat
KBP File 2025-XXX
PRELIMINARY PLAT
From: Andrew Hamilton

We are sending you: ☒ Attached ☐ Under separate Cover
Via: Delivered

Copies	Description
--------	-------------

1	Blackline Prelim Plat full size
2	Prelim Plat 11x17" size
1	Certificate to Plat
1	City of Kenai/KPB Owner Submittal Forms

Reason for Transmittal Checked Below:

☐ FOR APPROVAL ☐ AS REQUESTED ☐ APPROVED AS SUBMITTED ☐ REVIEW/COMMENT
☒ FOR YOUR USE ☐ APPROVED AS NOTED ☐ RETURNED FOR CORRECTIONS

Remarks:

Copy to: File Signed: Andrew Hamilton



Preliminary Plat Submittal Form

City of Kenai
Planning and Zoning Department
210 Fidalgo Avenue
Kenai, AK 99611
(907) 283-8200
planning@kenai.city
www.kenai.city/planning

APPLICANT (SURVEYOR)

Name:	McLane Consulting						
Mailing Address:		City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):							
Email:							

PROPERTY OWNER

Name:	Carmen & Teresa Vick						
Mailing Address:		City:	Kenai	State:	AK	Zip Code:	99611
Phone Number(s):							
Email:							

PROPERTY INFORMATION

Kenai Peninsula Borough Parcel #:	04918007 + 04918008		
Current City Zoning:	Rural Residential		
Use:	<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Recreational <input type="checkbox"/> Commercial <input type="checkbox"/> Other:		
Water:	<input checked="" type="checkbox"/> On Site <input type="checkbox"/> City <input type="checkbox"/> Community		
Sewer:	<input checked="" type="checkbox"/> On Site <input type="checkbox"/> City <input type="checkbox"/> Community		

PLAT INFORMATION

Preliminary Plat Name:	Highlands Subdivision 2025 Replat		
Revised Preliminary Plat Name:			
Vacation of Public Right-of-Way:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Street Name (if vacating ROW):			

Exceptions Required and Requested:

Comments:

REQUIRED ATTACHMENTS

☒ Certificate to Plat ☒ (1) 24" x 36" Plat ☒ (2) 11" x 17" Plats

SIGNATURE

Signature:	<i>Carmen & Teresa Vick</i>	Date:	3-6-25
Print Name:	CARMEN & TERESA VICK	Title/Business:	



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

ABBREVIATED PRELIMINARY PLAT SUBMITTAL FORM KPB 20.10.040

PROPOSED SUBDIVISION PLAT NAME: must be a unique name, contact staff for assistance if needed.

HIGHLANDS SUBDIVISION 2025 REPLAT

PROPERTY INFORMATION:

Lot, Block subdivision name for parent parcel(s)

LOT 10, 11 & 12 BLOCK 2 HIGHLANDS SUBDIVISION K1542

Section, township, range **SEC 8, T5N, R10W**

General area description **Silver Salmon Drive/K Spur Hwy**

City (if applicable) **Kenai**

Total acreage **1.377**

SURVEYOR

Business Name: **McLane Consulting Inc**

Contact Person: **Andrew Hamilton**

Mailing address **PO Box 468**

City, State, Zip **Soldotna, AK 99669**

Phone: **907-283-4218**

e-mail: **ahamilton@mcclanecg.com**

PROPOSED WASTEWATER AND WATER SUPPLY

WASTEWATER: ☒ on site ☐ City ☐ community

WATER: ☒ on site ☐ City ☐ community

SUBMITTAL REQUIREMENTS

■ 1 – full size paper copy

■ preliminary plat **NON-REFUNDABLE** submittal fee **\$400**

■ ENSTAR natural gas company plat review

■ Homer Electric Association (HEA) plat review

■ Alaska Communication Systems (ACS) plat review

■ General Communication Inc. (GCI) plat review

☐ TeleAlaska plat review

☐ N/A

☐ Chugach Electric Association plat review

☐ N/A

☐ Seward Utilities Plat review

☐ N/A

☐ Department of Transportation & Public Facilities comments if plat fronts a State right of way

☐ Kenai Peninsula Borough Roads Service Area if plat fronts a right of way under KPB jurisdiction.

■ Minutes from the Kenai City Advisory Planning Commission ☐ N/A

■ Certificate to Plat for all parcels within the subdivision.

■ Boundary and Lot closure computations.

The subdivider is responsible for submitting plats to the appropriate review agencies and the appropriate city if the subdivision is within the City of Homer, Kachemak City, Kenai, Seldovia, Seward, or Soldotna.

APPLICANT: SIGNATURES OF ALL LEGAL PROPERTY OWNERS ARE REQUIRED. When signing on behalf of another individual, estate, corporation, LLC, partnership, etc., documentation is required to show authority of the individual(s) signing. Contact KPB staff for clarification if needed.

OWNER(s)

Name (printed): CAREN KEN VICK

Phone: 907-252-2346

Name (printed): KERESA VICK

Phone: 907-398-4210

Name (printed):

Signature

Phone:

e-mail:

Name (printed):

Signature

Phone:

e-mail:

FOR OFFICE USE ONLY

RECEIVED BY _____

DATE SUBMITTED _____

KPB FILE # _____



First American Title™

Guarantee

Subdivision Guarantee

Issued by

First American Title Insurance Company

GUARANTEE NUMBER

5033602-0229-4248187

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

First American Title Insurance Company



Dustyn Fergus, Title Officer

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
- The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title™

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4248187

Order No.: 4248187

Liability: \$1,000.00

Fee: \$300.00

Tax: \$N/A

Name of Assured: McLane Consulting Inc

Date of Guarantee: March 10, 2025

The assurances referred to on the face page hereof are:

1. Title is vested in:

Teresa A. Vick and Carmen J. Vick, wife and husband

2. That, according to the Public Records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee:

A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

B. Water rights, claims or title to water.

C. Tax Deeds to the State of Alaska.

D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of A.S. Section 38.04.045 and A.S. Chapter 40.15., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American Title™

Schedule B

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4248187

File No.: 0229-4248187

RECORD MATTERS

7. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
8. Taxes and/or Assessments, if any, due The Kenai Peninsula Borough and The City of Kenai .
9. Right of Way Easement, including the terms and provisions thereof, granted to Homer Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument
Recorded: September 18, 1959
Recording Information: [Book Misc. 4 Page 92](#)
Affects: Blanket Easement

10. Right of Way Easement, including the terms and provisions thereof, granted to Kenai Power Corporation, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument,
Recorded: June 6, 1962
Recording Information: [Book Misc. 8 Page 108](#)
Affects: Blanket Easement

Easement rights were assigned to the City of Kenai by an assignment,

Recorded: December 31, 1963

Recording Information: [Book 11 Page 188](#)

11. Reservation of 50% oil, gas and mineral rights as reserved in an instrument
Recorded: March 21, 1967
Recording Information: Book 55, Page 355

Note: Title to the mineral estate, as it pertains to said reservation, has not been further searched and no insurance is provided under this policy.

12. Easements as dedicated and shown on the plat of said subdivision. (Copy Attached)
13. The effect of the notes which appear on the plat of said subdivision. (Copy Attached)

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.



First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

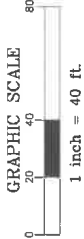
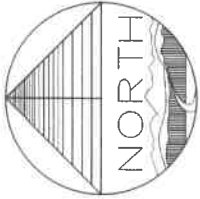
GUARANTEE NUMBER

4248187

File No.: 0229-4248187

The land in the Recording District of Kenai, State of Alaska, described as follows:

Lots 10, 11 and 12, Block 2, HIGHLANDS SUBDIVISION, according to the official plat thereof, filed under Plat Number [K-1542A](#), Records of the Kenai Recording District, Third Judicial District, State of Alaska.



LEGEND

- ⊕ RECORD PRIMARY MONUMENT
- RECORD SECONDARY MONUMENT
- CONTOUR INTERVAL = 5'

WASTEWATER DISPOSAL

THE EXISTING PARENT SUBDIVISION WAS APPROVED BY THE KENAI PENINSULA BOROUGH (JANUARY 15, 1968) AND THIS SUBDIVISION IS LIMITED TO VACATING LOT LINES TO CREATE FEWER LOTS AS DESCRIBED IN KPB 20.40.020(A)(1). WASTEWATER TREATMENT AND DISPOSAL SYSTEMS MUST MEET THE REGULATORY REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND WE HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY OUR FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

NOTARY'S ACKNOWLEDGEMENT

FOR: CARMEN J VICK & TERESA A VICK
ACKNOWLEDGED BEFORE ME THIS

____ DAY OF ____ 2025

MY COMMISSION EXPIRES : _____

NOTARY PUBLIC FOR THE
STATE OF ALASKA

CARMEN J. VICK, OWNER
1360 CHISK ST., KENAI, AK 99611

TERESA A. VICK, OWNER
1360 CHISK ST., KENAI, AK 99611

NOTES

1. WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS SHALL BE PERMITTED ONLY IN CONFORMANCE WITH APPLICABLE REQUIREMENTS OF 18 AAC 72 AND 18 AAC 80.
2. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
3. THIS PLAT WAS PREPARED FROM DATA OF RECORD (K1542), NO ADDITIONAL FIELD SURVEY WAS PERFORMED THIS DATE.
4. DEVELOPMENT MUST MEET THE CITY OF KENAI CHAPTER 14.20 ZONING CODE REQUIREMENTS.
5. THIS PARCEL MAY BE SUBJECT TO THE FOLLOWING:
 - 5.1. A RIGHT OF WAY EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION, INC., RECORDED SEPTEMBER 18, 1959, MISC. BOOK 4 PAGE 92, KR.D, LOCATION NOT DEFINED.
 - 5.2. A RIGHT OF WAY EASEMENT GRANTED TO KENAI POWER CORPORATION, RECORDED JUNE 6, 1962, MISC. BOOK 8 PAGE 108, KR.D, LOCATION NOT DEFINED.
 - 5.2.1. EASEMENT RIGHTS WERE ASSIGNED TO THE CITY OF KENAI BY AN ASSIGNMENT RECORDED DECEMBER 31, 1963, BOOK 11 PAGE 188, KR.D.

Plat #

Rec Dist	
Date	20
Time	PM



PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH IN ACCORDANCE WITH KPB 20.10.040.

- ⊕ RECORD 1/4 2-1/4" BRASS CAP GLO 1937
- "BASIS OF BEARING" (K1542) S89°59'30"W 1320.20'
- ⊕ RECORD CW-1/16 2-1/2" BRASS CAP 610-5 1963

Page 49

LOT 3
BLOCK 2
K1542

LOT 4
BLOCK 2
K1542

LOT 5
BLOCK 2
K1542

LOT 6
BLOCK 2
K1542

LOT 7
BLOCK 2
K1542

LOT 8
BLOCK 2
K1542

LOT 9
BLOCK 2
K1542

LOT 11-A BLOCK 2
1.377 AC

25' BUILDING SETBACK
PER K1542

APPROXIMATE OVERHEAD ELECTRIC LINE
INSTALLED IN 1967. SEE NOTE 5.1

FORMER LOT 12
FORMER LOT 11

10' UTILITY EASEMENT PER K1542

CHISK ST. 60' R/W

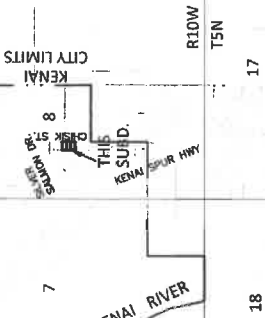
TRACT A
KN97-12

TRACT C
KN2017-29

RIDGEVIEW CT.
50' R/W

VICINITY MAP

Scale 1" = 2640'



KPB COMPREHENSIVE SAFETY ACTION PLAN

Because everyone deserves to get home safely

PUBLIC WORKSHOP 3

The Kenai Peninsula Borough, with partner cities Homer, Kenai, Seldovia, Seward, and Soldotna, is developing its first Comprehensive Safety Action Plan (CSAP) structured around the Safe System Approach (SSA) National Roadway Safety Strategy developed by the USDOT. Humans are vulnerable and sometimes make mistakes and our transportation system needs to account for this reality. The CSAP will help the KPB and their partner cities to understand the causes and contributing factors, and identify opportunities to improve safety, especially for areas of highest concern.

Please join us for these open house events, or one of the presentations to the partner cities and Advisory Planning Commissions to learn about the key findings and recommended countermeasures (solutions), the next steps in the plan process, and how you can see the plan and provide comments.

KPB SS4A CSAP SCHEDULE OF EVENTS:

VIRTUAL PUBLIC WORKSHOPS

- **Monday, March 31, 2025; 11:30 AM - 1:00 PM**
Join Zoom Meeting:
<https://us06web.zoom.us/j/81533690920>
Meeting ID: 815 3369 0920
One tap mobile
+16694449171,,81533690920# US

You may also join the 11:30 AM Virtual Public Information Session at the **Soldotna Public Library**: 235 N. Binkley Street in Conference Room A.

- **Monday, March 31, 2025; 5:30 PM - 7:00 PM**
Join Zoom Meeting:
<https://us06web.zoom.us/j/89569255278>
Meeting ID: 895 6925 5278
One tap mobile
+12532050468,,89569255278# US

ADVISORY PLANNING COMMISSIONS

Advisory Planning Commission meeting location and a Zoom link will be provided as soon as available at the project website.

- **April 9, 2025**
6:00PM - Cooper Landing Advisory Planning Commission
7:00PM - Hope/Sunrise & Funny River Advisory Planning Commissions
- **April 10, 2025**
6:00PM - Moose Pass Advisory Planning Commission
7:00PM - Nikiski Advisory Planning Commission

CONTACTS

Beth McKibben, AICP - Planning Lead - bmckibben@rmconsult.com - 907.646.9664
Robert Ruffner - Planning Director - Kenai Peninsula Borough - RRuffner@kpb.us - 907.714.2378
Celina Robinson - GIS Specialist - Kenai Peninsula Borough - crobinson@kpb.us - 907.714.2221



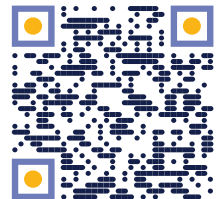
PARTNER CITY PRESENTATIONS

Partner city meeting location and zoom links may be found at each city's website.

- **April 2, 2025, 5:00PM**
City of Seldovia City Council/Planning Commission Joint Work Session
[City of Seldovia](#)
- **April 8, 2025, 6:00PM**
City of Seward Planning Commission Work Session
[City of Seward](#)
- **April 16, 2025, 5:00PM**
City of Kenai PC City Council/Planning Commission Joint Work Session
[City of Kenai](#)
- **April 16, 2025, 6:30PM**
City of Homer Planning Commission
[City of Homer](#)
- **April 23, 2025, 6:00PM**
City of Soldotna Planning Commission
[City of Soldotna](#)

FOR MORE INFORMATION:

Project Website
<https://www.kpb.us/safestreets>





Kenai City Council - Regular Meeting

March 19, 2025 — 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

****Telephonic/Virtual Information on Page 3****

Action Agenda

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda and Consent Agenda (*Public comments on Consent Agenda Items limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a council member so requests, in which case the item will be removed from the consent agenda and considered in its normal sequence on the agenda as part of the General Orders.

B. SCHEDULED ADMINISTRATIVE REPORTS

C. SCHEDULED PUBLIC COMMENTS (*Public comments limited to ten (10) minutes per speaker*)

1. 100% Communities and the 907 Navigation App, Abby Struffert, Southcentral Consulting

D. UNSCHEDULED PUBLIC COMMENTS (*Public comments limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

E. PUBLIC HEARINGS

1. **ENACTED UNANIMOUSLY. Ordinance No. 3456-2025** - Accepting and Appropriating a Grant Received Through Best Friends Animal Society to the Kenai Animal Shelter for Attendance at the Best Friends National Conference. (Administration)
2. **ENACTED UNANIMOUSLY. Ordinance No. 3457-2025** - Accepting and Appropriating Donations Designated by Tom Anderson from the Alaska Community Foundation for the Construction of Softball Dugouts and the Dedication of a Dugout in Memoriam of Hannah Hill. (Administration)
3. **ENACTED UNANIMOUSLY. Ordinance No. 3458-2025** - Accepting and Appropriating a Grant Received Through the Alaska Geriatric Exchange Network to the Kenai Senior Center for Attendance at the 2025 Legislative Fly-In. (Administration)
4. **ENACTED UNANIMOUSLY. Ordinance No. 3459-2025** - Determining that Real Property Described as Lot 10, Block 1, Etolin Subdivision Number 3, According to Plat 82-103, City-Owned Airport Land Located Outside the Airport Reserve, is Not Needed for a Public Purpose and Authorizing the Sale of the Property to LOROC, LLC. (Administration)
5. **ENACTED UNANIMOUSLY. Ordinance No. 3460-2025** - Determining that Real Property Described as Lot 11, Block 1, Etolin Subdivision Number 3, According to Plat 82-103, City-

Owned Airport Land Located Outside the Airport Reserve, is Not Needed for a Public Purpose and Authorizing the Sale of the Property to LOROC, LLC. (Administration)

6. **ENACTED UNANIMOUSLY. Ordinance No. 3461-2025** - Amending the Official Zoning Map and Land Use Table by Rezoning the Properties at 202 North Forest Drive and 1408 Second Avenue from Suburban Residential (RS) to General Commercial (CG) Zoning District. (Administration)
7. **ADOPTED UNANIMOUSLY. Resolution No. 2025-19** - Authorizing the City Manager to Enter into an Airline Operating Agreement and Terminal Area Lease with Aleutian Airways. (Administration)
8. **ADOPTED UNANIMOUSLY. Resolution No. 2025-20** - Authorizing Award of the Airport Engineering Services Term Contract. (Administration)

F. MINUTES

1. *Regular Meeting of March 5, 2025. (City Clerk)

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Authorizing a Memorandum of Agreement with Greatland Consulting and Training LLC. for use of the Alaska Regional Fire Training Facility. (Administration)
3. ***Action/Approval** - Authorizing a Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC for Commercial Operations at the Kenai Municipal Airport Float Plane Basin. (Administration)
4. ***Action/Approval** - Authorizing a Special Use Permit to Jeremy Mastre, DBA: River Rock Outdoors, LLC for Fuel Tank Storage at the Kenai Municipal Airport Float Plane Basin. (Administration)
5. ***Action/Approval** - Approving Amendments to the Lease and Concession Agreements for the Kenai Municipal Golf Course and Recreation Area between the City of Kenai and KNC Golf, Inc. (Administration)
6. **APPROVED UNANIMOUSLY. Action/Approval** - Reporting Requirements for Agencies Receiving Grants through the Legislative Budget. (Douthit)
7. **SPECIAL MEETING SCHEDULED FOR 4/15/2025 AT 6:00 P.M. Discussion** - Scheduling Council Employee Evaluations. (Gabriel)
8. **Discussion** - Kenai Municipal Code, Title 2 Alcoholic Beverages and Marijuana - License Renewals. (City Clerk)
9. **APPROVED UNANIMOUSLY. Action/Approval** - Authorizing the Mayor to Sign a Letter of Support for the American Tidal Energy Project led by ORPC. (Gabriel)

I. COMMISSION REPORTS

1. Council on Aging Commission
2. Airport Commission
3. Harbor Commission

4. Parks and Recreation Commission
5. Planning and Zoning Commission
6. Beautification Commission

J. REPORT OF THE MAYOR

K. ADMINISTRATION REPORTS

1. City Manager
2. City Attorney
3. City Clerk

L. ADDITIONAL PUBLIC COMMENTS

1. Citizens Comments (*Public comments limited to five (5) minutes per speaker*)
2. Council Comments

M. EXECUTIVE SESSION

N. PENDING ITEMS

O. ADJOURNMENT

P. INFORMATION ITEMS

The agenda and supporting documents are posted on the City's website at www.kenai.city. Copies of resolutions and ordinances are available at the City Clerk's Office or outside the Council Chamber prior to the meeting. For additional information, please contact the City Clerk's Office at 907-283-8231.

Registration is required to join the meeting remotely through Zoom. Please use the following link to register:

<https://us02web.zoom.us/meeting/register/D2kvBJR9Rdey7qnGdqWUPg>