



Kenai Planning & Zoning Commission - Regular Meeting

January 22, 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 January 8, 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. **Resolution PZ2025-02** - Recommending Approval of Preliminary Plat – The Lake at Kenai 2025 Addition for a Replat of Tract A, The Lake at Kenai 2016 Addition – Phase 1 in the Rural Residential (RR) Zoning District.
2. **Resolution PZ025-03** - Recommending Approval of Preliminary Plat – Beaver Loop Acres No. 3 Subdivision for a Subdivision of SW1/4 Nw1/4 & SW1/4 & S1/2 SE1/4 & NE1/4 SE1/4, Section 3, Township 5 North, Range 11 West, Seward Meridian in the Rural Residential (RR) Zoning District.

F. PUBLIC HEARINGS

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. ***Action/Approval** – Requesting Excused Absences for the January 8, 2025 Regular Meeting – Halstead, Earsley, and Krause
2. **Action/Approval** – Approving the Transfer of a Conditional Use Permit PZ2021-42 for the use of a Hotel (Short Term Recreational Rentals) on the property described as Lot 1, Block 2, Anglers Acres Sub Addn. No. 1, Part 2, located at 1230 Angler Drive within the Rural Residential Zoning District.

3. **Action/Approval** – Approving a time extension for the finalization of Windhaven Estates Phase 4 Preliminary Plat.

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: February 12, 2025

L. COMMISSION COMMENTS AND QUESTIONS

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATIONAL ITEMS

1. **Conditional Use Permits** - 701 N. Forest Drive, Aspen Creek
2. **Airport Master Plan Public Meeting** – February 4, 2025, 5:30 PM in Council Chambers at City Hall

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.

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

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

https://us02web.zoom.us/meeting/register/qsT-Fk_tQS-q4pVtnDYeCA

**KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
JANUARY 8, 2025 – 7:00 P.M.
KENAI CITY COUNCIL CHAMBERS
210 FIDALGO AVE., KENAI, AK 99611
VICE CHAIR JEFF TWAIT, PRESIDING**

MINUTES

A. CALL TO ORDER

A Regular Meeting of the Kenai Planning & Zoning Commission was held on January 8, 2025, in City Hall Council Chambers, Kenai, AK. Vice Chair Twait called the meeting to order at approximately 7:00 p.m.

1. Pledge of Allegiance

Vice Chair Twait led those assembled in the Pledge of Allegiance.

2. Roll Call

There were present:

Jeff Twait, Vice Chair
Glenese Pettey

Gwen Woodard
Diane Fikes

A quorum was present.

Absent:

Joe Halstead, Chair
Sonja Earsley

Stacie Krause

Also in attendance were:

Kevin Buettner, Planning Director
Victoria Askin, City Council Liaison
Meghan Thibodeau, Deputy City Clerk

3. Election of Chair and Vice Chair

Commissioner Pettey **MOVED** to reappoint Joe Halstead as Chair, and reappoint Jeff Twait as Vice Chair. Commissioner Fikes **SECONDED** the motion.

UNANIMOUS CONSENT was requested.

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

4. Approval of Agenda and Consent Agenda

MOTION:

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

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

Vice Chair Twait 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 December 11, 2024

Approved by the consent agenda.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS

The following individuals addressed the Commission with concerns related to activities in their neighborhood as a result of the expansion of Aspen Creek Senior Living facility, located at 701 N. Forest Drive, noting the changing traffic conditions within their residential neighborhood which is near the expanding facility; Aspen Creek not adhering to the conditions set in their Conditional Use Permits (CUPs); the significant increase in traffic on the residential streets of Ponderosa and Pine; large delivery trucks and semis on the residential street; traffic noise; speeding; rolling stops; dangerous conditions for children and pedestrians; insufficient noticing to the public; and the violation of the residential character of the neighborhood.

- Marshall Scott
- Kit Hill
- Shelly Peterson
- Elizabeth Kvamme
- Arlys Miskinis
- John Davis
- Merri Duby
- Ken Peterson

E. CONSIDERATION OF PLATS

1. **Resolution No. PZ2025-01** – Recommending Approval of Preliminary Plat – Barber Heights for a replat of Lot 1, Riedel Subdivision in the Rural Residential (RR) Zoning District.

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2025-01. Commissioner Fikes **SECONDED** the motion.

Planning Director Buettner provided an overview of the staff report as included in the packet and attached to Resolution No. PZ2025-01, and explained the purpose of the plat was to merge two to provide a buffer space between an existing dwelling and the new residential development to the east. It was noted that staff's recommendation is approval subject to the condition specified within the staff report as attached to Resolution No. PZ2024-20.

VOTE:

YEA: Pettey, Fikes, Woodard, Twait

NAY: None

ABSENT: Halstead, Krause, Earsley

MOTION PASSED WITHOUT OBJECTION.

F. PUBLIC HEARINGS – None.

G. UNFINISHED BUSINESS – None.

H. NEW BUSINESS

1. ***Action/Approval** – Requesting Excused Absences for the December 11, 2024 Regular Meeting – Krause and Fikes

Approved by the consent agenda.

2. **Action/Approval** – Recommending the Kenai City Council Enact Ordinance No. XXXX-2025 – Amending Kenai Municipal Code Section 14.22.010 – Land Use Table to allow Airports as a principal permitted use in the Airport Light Industrial Zone.

MOTION:

Commissioner Woodard **MOVED** to recommend that the Kenai City Council Enact Ordinance No. XXXX-2025 – Amending Kenai Municipal Code Section 14.22.010 – Land Use Table to allow Airports as a principal permitted use in the Airport Light Industrial Zone. Commissioner Fikes **SECONDED** the motion.

Planning Director Buettner provided an overview of the staff report as included in the packet, explaining that this amendment to code will correct a previous administrative oversight, and change Airports in the Land Use Table to be a Principal Permitted Use in the Airport Light Industrial (ALI) Zone.

UNANIMOUS CONSENT was requested.
There being no objection; **SO ORDERED**.

3. **Discussion/Recommendation** - Review CY2024 and Develop CY2025 Goals.

Planning Director Buettner provided an overview of the staff report as included in the packet, and requested feedback from the Commission on what priorities they would recommend for the Planning & Zoning Department in 2025.

Discussion from the Commission included topics such as improvements to the CUP process, end-of-year reporting and public notification process, and review of abandoned cars and buildings. It was noted that this discussion may be continued at a future meeting when more commissioners are in attendance.

I. REPORTS

1. Planning Director – Planning Director Buettner reported on the following:
 - Improved tracking system for Planning & Zoning Department activities; monthly reports will be distributed to the Commission.
 - Discussed goals and priorities for 2025, including an updated Hazard Mitigation Plan; proactive economic development; pursuing grant funding for projects like waterfront revitalization; exploring public-private partnerships to incentivize private development; evaluation of high-CUP areas for potential rezone; and interdepartmental collaboration.
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 Askin reported on recent actions of the City Council.

J. ADDITIONAL PUBLIC COMMENT – None.

K. NEXT MEETING ATTENDANCE NOTIFICATION

1. Next Meeting: January 22, 2025

Commissioner Woodard noted that she would be absent.

L. COMMISSION COMMENTS AND QUESTIONS

Commissioner Pettey thanked community members for expressing their concerns; noted that she wants Council to be aware of the issue; and requested that both CUPs for Aspen Creek Senior Living Facility be provided in the packet for next meeting.

Commissioner Fikes inquired about possible grants for road lighting and reflection improvements.

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 8:10 p.m.

I certify the above represents accurate minutes of the Planning & Zoning Commission meeting of January 8, 2025.

Meghan Thibodeau
Deputy City Clerk



**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2025-02**

A RESOLUTION RECOMMENDING THAT PRELIMINARY PLAT FOR THE LAKE AT KENAI 2025 ADDITION ATTACHED HERETO BE **APPROVED**.

PROPERTY ADDRESSES: 1001 Angler Drive

LEGAL DESCRIPTIONS: Tract A, The Lake at Kenai 2016 Addition – Phase
1

KPB PARCEL NUMBERS: 04949059

WHEREAS, the City of Kenai received a preliminary plat from McLane Consulting, on behalf of the property owner, Steve Foster for a replat of Tract A, The Lake at Kenai 2016 Addition – Phase 1; 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 Angler Drive (a City-maintained gravel road) and Beaver Loop Road (a State-Maintained paved road); and,

WHEREAS, A 15-foot easement for utilities is located along the boundaries of the lots adjacent to proposed rights-of-way. This is denoted in plat note three (3), which states the front 15-feet adjacent to rights-of-way is a utility easement; and,

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

WHEREAS, Rights-Of-Way Peace of Mind Circle and Anglers Cove Court are newly dedicated, therefore an installation agreement is 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 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 a tract containing newly dedicated rights-of-way Peace of Mind Circle and Anglers Cove Court (Exhibit A). Therefore, an installation agreement will be 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 proposed lots vary in size from approximately 59,285 square feet to 155,422 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 The Lake at Kenai 2025 Addition for a replat of Tract A, The Lake at Kenai 2016 Addition – Phase 1 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. Prior to recording of the final plat, the developer will be required to enter into an installation agreement with the City of Kenai.

Section 2. That the official name for the 60-foot dedicated right-of-way be assigned as “Peace of Mind Circle”, subject to Kenai City Council adopting a resolution for the naming of a street within City limits.

Section 3. That the official name for the 102-foot dedicated right-of-way be assigned as “Anglers Cove Court”, subject to Kenai City Council adopting a resolution for the naming of a street within City limits.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,
THIS 22nd DAY OF January, 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: January 14, 2025
SUBJECT: Resolution No. PZ2025-02 – Preliminary Plat – The Lake at Kenai 2025 Addition

Request The applicant is proposing a preliminary plat to replat Tract A, The Lake at Kenai 2016 Addition Phase 1.

Staff Recommendation Adopt Resolution No. PZ2025-02 recommending approval of Preliminary Plat – The Lake at Kenai 2025 Addition to replat Tract A of The Lake at Kenai 2016 Addition - Phase 1, Creating 9 Lots and Dedicating 2 New Rights-Of-Way.

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

Property Owner: Steve Foster

Legal Description: Tract A, The Lake at Kenai 2016 Addition - Phase 1

Property Address: 1001 Angler Drive

KPB Parcel No.: 04949059

Zoning District: Rural Residential (RR)

Land Use Plan: Low Density Residential (LDR)

Surrounding Uses: Rural Residential, Rural Residential 1

SUMMARY

A preliminary plat has been submitted from McLane Consulting on behalf of the property owner for a replat of Tract A, The Lake at Kenai 2016 Addition – Phase 1, to create nine (9) residential lots and dedicate the rights-of-way for 60-foot wide Peace of Mind Circle, and 102-foot wide

Anglers Cove Court. The subject lots are located in the vicinity of Angler Drive and Beaver Loop Road, between Angler Drive and Ames Road. The subject lots are unimproved residential lots.

This preliminary plat is the second and final phase of The Lake at Kenai development. The first phase of The Lake at Kenai was recorded on December 19, 2019 under plat number 2019-67.

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 minimum lot size requirement of 20,000 square feet for the Rural Residential (RR) zoning district. The size of the lots varies from approximately 59,285 square feet to 155,422 square feet.

City water and wastewater services are not available in this area. Property owner(s) will need to install private wells and septic systems. The on-site water and wastewater systems must meet the regulatory requirements of the State of Alaska, Department of Environmental Conservation (ADEC).

Access to proposed Lots 1,2,3,7 and 8 is provided via proposed right-of-way Peace of Mind Circle. Access to proposed Lots 4, 5 and 6 is provided via proposed right-of-way Anglers Cove Court. Access to proposed Lot 9 is provided via Angler Drive, which is a paved and City maintained road.

All rights-of-way within the proposed preliminary plat are newly dedicated and will require an installation agreement to construct the roads to City of Kenai standards. The installation agreement will be developed after the preliminary plat is approved, and improvements will be constructed in accordance with the installation agreement. The developer indicated to Public Works that they intend to pave the rights-of-way. Though not depicted on the preliminary plat originally submitted, the names of the newly dedicated rights-of-way are seen in red in the attachments (exhibit A), a discussion regarding this edit is also included in the attachments (exhibit B). KMC 14.15.140 authorizes the Kenai City Council to name and rename streets within the City limits upon recommendation from the Planning and Zoning Commission and after consultation with the Kenai Peninsula Borough or any other affected municipality.

A 15-foot easement for utilities is located along the boundaries of the lots adjacent to proposed rights-of-way. This is denoted in plat note three (3), which states the front 15-feet adjacent to rights-of-way is a utility easement.

Staff finds that the preliminary plat for a replat of Tract A, The Lake at Kenai 2016 Addition – Phase 1 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 utility/access easements, provides satisfactory and desirable building sites. 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 a tract containing newly dedicated rights-of-way Peace of Mind Circle and Anglers Cove Court (Exhibit A). Therefore, an installation agreement will be 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 proposed lots vary in size from approximately 59,285 square feet to 155,422 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 The Lake at Kenai 2025 Addition to replat Tract A, The Lake at Kenai 2016 Addition – Phase 1 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 recommend approval of Resolution No. PZ2025-02 for a replat of Tract A, The Lake at Kenai 2016 Addition – Phase 1 to the 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. Prior to recording of the final plat, the developer will be required to enter into an installation agreement with the City of Kenai.
3. Kenai City Council adopt a resolution for the naming of the 60-foot dedicated ROW to Peace of Mind Circle.
4. Kenai City Council adopt a resolution for the naming of the 102-foot ROW to Anglers Cove Court.

ATTACHMENTS

Aerial Map
Application
Preliminary Plat, The Lake at Kenai 2025 Addition
Exhibit A
Exhibit B

Aerial Map



RECEIVED
CITY OF KENAI
DATE 12/24/24
PLANNING DEPARTMENT

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: DECEMBER 20, 2024 JOB # 242030

ATTENTION: Platting and Zoning Department

RE: THE LAKE AT KENAI 2025
ADDITION

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
1	Proof of signing authority

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:	PO BOX 468	City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):	907-283-4218						
Email:	AHAMILTON@MCLANECG.COM						

PROPERTY OWNER

Name:	Steve Foster						
Mailing Address:	PO Box 303	City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):	907-394-1609						
Email:	steve@fosterconstructionak.com						

PROPERTY INFORMATION

Kenai Peninsula Borough Parcel #:	04946059					
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:	The Lake at Kenai 2025 Addition					
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:


~~Lot 4 - KPB-20.30.190(A) - 3:1 Depth to Width Ratio~~ NO EXCEPTION REQUIRED.

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
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SIGNATURE

Signature:		Date:	12-17-24
Print Name:	Steve Foster	Title/Business:	Angler Enterprises Inc



Planning Department

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

PRELIMINARY PLAT SUBMITTAL FORM

- ☒ **PRELIMINARY PLAT** ☐ **REVISED PRELIMINARY PLAT** (no fee required) ☐ **PHASED PRELIMINARY PLAT**
☐ **PRELIMINARY PLAT FOR PRIVATE STREETS/GATED SUBDIVISION** – all requirements of chapter 20, excluding 20.30.210 and 20.50 apply and must be met.

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

The Lake at Kenai 2025 Replat

PROPERTY INFORMATION:

Legal description: Tract A The Lake at Kenai 2016 Addition - Phase 1 (KN2019-67)

Section: 2

Township: 5N

Range: 11W

General area description Beaver Loop & Angler Dr

City (if applicable): Kenai

Total Acreage: 22.277

SURVEYOR

Company: 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

A preliminary plat application will be scheduled for the next available plat committee meeting after a complete application has been received.

- ☒ 1 – full size paper copy
- ☒ 3 – reduced sized drawing (11 x 17)
- ☒ Preliminary plat NON-REFUNDABLE submittal fee \$400
- ☒ City Planning Commission minutes when located within city limits or Bridge Creek Watershed District
- ☒ Certificate to plat for ALL parcels included in the subdivision
- ☒ Documentation showing proof of signatory authority (partnerships, corporations, estates, trusts, etc.)
- ☒ ALL requirements of KPB 20.25.070 (see page 2 for checklist) and KPB 20.25.080

EXCEPTIONS REQUESTED TO PLATTING CODE: Complete the EXCEPTION REQUEST APPLICATION and attach to the preliminary plat submittal.

APPLICANT: SIGNATURES OF ALL LEGAL PROPERTY OWNERS ARE REQUIRED. Additional signature sheets can be attached. 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): STEVEN C. FOSTER	Signature:
Phone: 907-262-1609	e-mail: steve@fosterconstructionak.com
Name (printed):	Signature:
Phone:	e-mail:
Name (printed):	Signature:
Phone:	e-mail:
Name (printed):	Signature:
Phone:	e-mail:

FOR OFFICE USE ONLY

RECEIVED BY _____

DATE SUBMITTED _____

KPB FILE # _____

RESOLUTION
138

RESOLVED BY THE (SHAREHOLDERS AND/OR DIRECTORS OF
Angler Enterprises, Inc. A Corporation as follows:

Steve Foster has the authority to conduct
any and all business of Angler Enterprises, Inc.

This resolution was adopted by the (Shareholders and/or Directors) of the Corporation at
a (regular/special) meeting of the Corporation held on the 27 day of June,
20 12.

May 1, 2012
Director/Shareholder

Steve Foster
Director/Shareholder
Jack J. Foster
Director/Shareholder

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that Steve Foster is the duly elected and qualified Secretary of
Angler Enterprises, Inc. a corporation and that the foregoing is a
true and correct record of a resolution(s) duly adopted by the Directors and Shareholders of the
Corporation on 27th day of June, 20 12.

In witness whereof, I have examined my name & Secretary on the 27th day of
June, 20 12.

Jack J. Foster





First American Title™

Guarantee

Subdivision Guarantee

Issued by

First American Title Insurance Company

GUARANTEE NUMBER

5033602-0229-4226677

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.

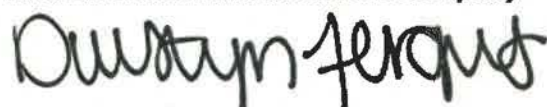
FIRST AMERICAN TITLE INSURANCE COMPANY

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

4226677

Order No.: 4226677

Liability: \$1,000.00

Fee: \$300.00

Tax: \$N/A

Name of Assured: McLane Consulting Inc

Date of Guarantee: December 16, 2024

The assurances referred to on the face page hereof are:

1. Title is vested in:

Angler Enterprises Inc.

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

4226677

File No.: 0229-4226677

RECORD MATTERS

7. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Said patent, among other things, reserves all oil, gas and other minerals together with the privileges, mining and drilling rights and immunities.

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.

8. Taxes and/or Assessments, if any, due The Kenai Peninsula Borough and the City of Kenai.

9. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Unnamed Pond.

10. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

11. 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: July 13, 1957
Recording Information: [Book 4 Page 67](#)
Affects: Blanket Easement

12. Oil and Gas Lease, Amendments and Assignments thereto upon the terms, covenants and conditions therein provided, and any failure to comply,

Dated: August 16, 1957
Lessor: Michael J. Pelch and Aniela E. Pelch, husband and wife
Lessee: The Ohio Oil Company
Term: 10 years with provisions for extension
Recorded: February 20, 1958
Recording Information: [Book 7 Page 102](#)

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

13. Easement, including terms and provisions contained therein:

Recording Information: May 16, 1966, [Book 39 Page 50](#)
In Favor of: Philip T. Ames and Betty Anne Ames
For: Access and water well use and appurtenances thereto
Affects: Exact location not disclosed

14. 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: August 17, 1987
Recording Information: [Book 314 Page 915](#)
Affects: Portion as delineated in instrument
15. Easements as dedicated and shown on the plat of said subdivision. (Copy Attached)
16. The effect of the notes which appear on the plat of said subdivision. (Copy Attached)
17. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: July 21, 2021, Serial Number [2021-007948-0](#)

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

4226677

File No.: 0229-4226677

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

Tract A, THE LAKE AT KENAI 2016 ADDITION - PHASE 1, according to the official plat thereof, filed under Plat Number [2019-67](#), Records of the Kenai Recording District, Third Judicial District, State of Alaska.



First American Title™

Guarantee

Subdivision Guarantee

Issued by

First American Title Insurance Company

GUARANTEE NUMBER

5033602-0229-4226677

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.

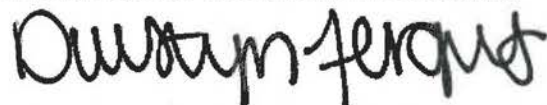
FIRST AMERICAN TITLE INSURANCE COMPANY

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

4226677

Order No.: 4226677

Liability: \$1,000.00

Fee: \$300.00

Tax: \$N/A

Name of Assured: McLane Consulting Inc

Date of Guarantee: December 16, 2024

The assurances referred to on the face page hereof are:

1. Title is vested in:

Angler Enterprises Inc.

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

4226677

File No.: 0229-4226677

RECORD MATTERS

7. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

Said patent, among other things, reserves all oil, gas and other minerals together with the privileges, mining and drilling rights and immunities.

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.

8. Taxes and/or Assessments, if any, due The Kenai Peninsula Borough and the City of Kenai.
9. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Unnamed Pond.
10. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
11. 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: July 13, 1957
Recording Information: [Book 4 Page 67](#)
Affects: Blanket Easement

12. Oil and Gas Lease, Amendments and Assignments thereto upon the terms, covenants and conditions therein provided, and any failure to comply,
Dated: August 16, 1957
Lessor: Michael J. Pelch and Aniela E. Pelch, husband and wife
Lessee: The Ohio Oil Company
Term: 10 years with provisions for extension
Recorded: February 20, 1958
Recording Information: [Book 7 Page 102](#)

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

13. Easement, including terms and provisions contained therein:
Recording Information: May 16, 1966, [Book 39 Page 50](#)
In Favor of: Philip T. Ames and Betty Anne Ames
For: Access and water well use and appurtenances thereto
Affects: Exact location not disclosed

14. 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: August 17, 1987
Recording Information: [Book 314 Page 915](#)
Affects: Portion as delineated in instrument
15. Easements as dedicated and shown on the plat of said subdivision. (Copy Attached)
16. The effect of the notes which appear on the plat of said subdivision. (Copy Attached)
17. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: July 21, 2021, Serial Number [2021-007948-0](#)

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

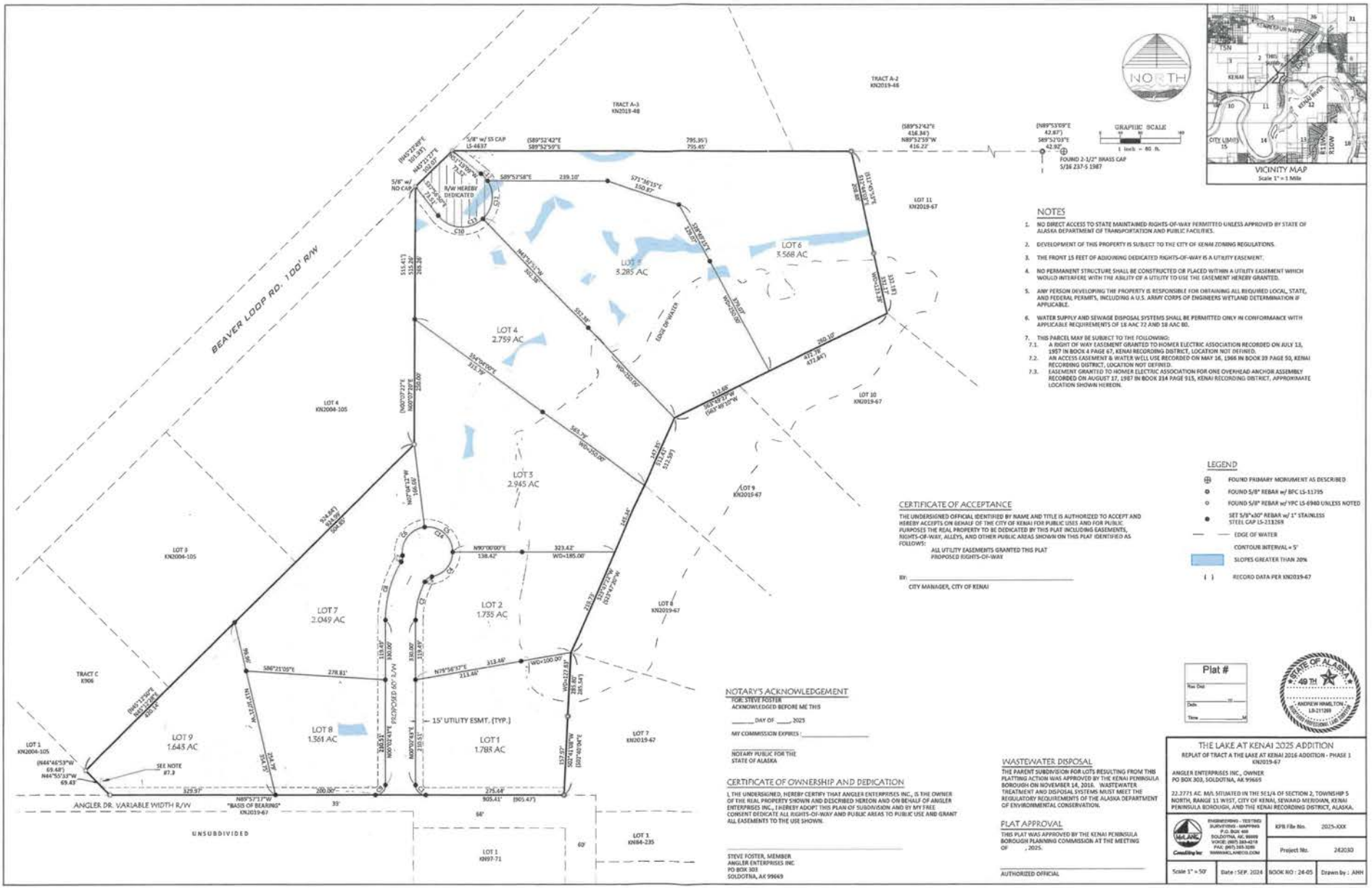
GUARANTEE NUMBER

4226677

File No.: 0229-4226677

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

Tract A, THE LAKE AT KENAI 2016 ADDITION - PHASE 1, according to the official plat thereof, filed under Plat Number [2019-67](#), Records of the Kenai Recording District, Third Judicial District, State of Alaska.



- NOTES**
1. NO DIRECT ACCESS TO STATE MAINTAINED RIGHTS-OF-WAY PERMITTED UNLESS APPROVED BY STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES.
 2. DEVELOPMENT OF THIS PROPERTY IS SUBJECT TO THE CITY OF KENAI ZONING REGULATIONS.
 3. THE FRONT 15 FEET OF ADJOINING DEDICATED RIGHTS-OF-WAY IS A UTILITY EASEMENT.
 4. 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 HEREBY GRANTED.
 5. 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.
 6. WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS SHALL BE PERMITTED ONLY IN CONFORMANCE WITH APPLICABLE REQUIREMENTS OF 18 AAC 72 AND 18 AAC 80.
 7. THIS PARCEL MAY BE SUBJECT TO THE FOLLOWING:
 - 7.1. A RIGHT OF WAY EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION RECORDED ON JULY 13, 1957 IN BOOK 4 PAGE 47, KENAI RECORDING DISTRICT, LOCATION NOT DEFINED.
 - 7.2. AN ACCESS EASEMENT & WATER WELL USE RECORDED ON MAY 16, 1966 IN BOOK 39 PAGE 50, KENAI RECORDING DISTRICT, LOCATION NOT DEFINED.
 - 7.3. EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION FOR ONE OVERHEAD ANCHOR ASSEMBLY RECORDED ON AUGUST 17, 1967 IN BOOK 234 PAGE 915, KENAI RECORDING DISTRICT, APPROXIMATE LOCATION SHOWN HEREON.

CERTIFICATE OF ACCEPTANCE

THE UNDERSIGNED OFFICIAL IDENTIFIED BY NAME AND TITLE IS AUTHORIZED TO ACCEPT AND HEREBY ACCEPTS ON BEHALF OF THE CITY OF KENAI FOR PUBLIC USES AND FOR PUBLIC PURPOSES THE REAL PROPERTY TO BE DEDICATED BY THIS PLAT INCLUDING EASEMENTS, RIGHTS-OF-WAY, ALLEYS, AND OTHER PUBLIC AREAS SHOWN ON THIS PLAT IDENTIFIED AS FOLLOWS:

ALL UTILITY EASEMENTS GRANTED THIS PLAT PROPOSED RIGHTS-OF-WAY

BY: _____
CITY MANAGER, CITY OF KENAI

NOTARY'S ACKNOWLEDGEMENT

I, JOSE STEVE FOSTER
ACKNOWLEDGE BEFORE ME THIS
____ DAY OF _____, 2025
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC FOR THE
STATE OF ALASKA

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT ANGLER ENTERPRISES INC. IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND ON BEHALF OF ANGLER ENTERPRISES INC., 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.

STEVE FOSTER, MEMBER
ANGLER ENTERPRISES INC.
PO BOX 301
SOLDOTNA, AK 99689

WASTEWATER DISPOSAL

THE PLAT SUBDIVISION FOR LOTS RESULTING FROM THIS PLATTING ACTION WAS APPROVED BY THE KENAI PENINSULA BOROUGH ON NOVEMBER 14, 2016. WASTEWATER TREATMENT AND DISPOSAL SYSTEMS MUST MEET THE REGULATORY REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF _____, 2025.

AUTHORIZED OFFICIAL

- LEGEND**
- FOUND PRIMARY MONUMENT AS DESCRIBED
 - FOUND 5/8" REBAR w/ BPC LS-11715
 - FOUND 5/8" REBAR w/ BPC LS-4948 UNLESS NOTED
 - SET 5/8" x 40" REBAR w/ 1" STAINLESS STEEL CAP LS-213359
 - EDGE OF WATER
 - CONTOUR INTERVAL = 5'
 - SLOPES GREATER THAN 20%
 - RECORD DATA PER KN2019-47

Plat #

Date: _____

Time: _____



THE LAKE AT KENAI 2025 ADDITION
REPLAT OF TRACT A AT KENAI 2016 ADDITION - PHASE 1
KN2019-47

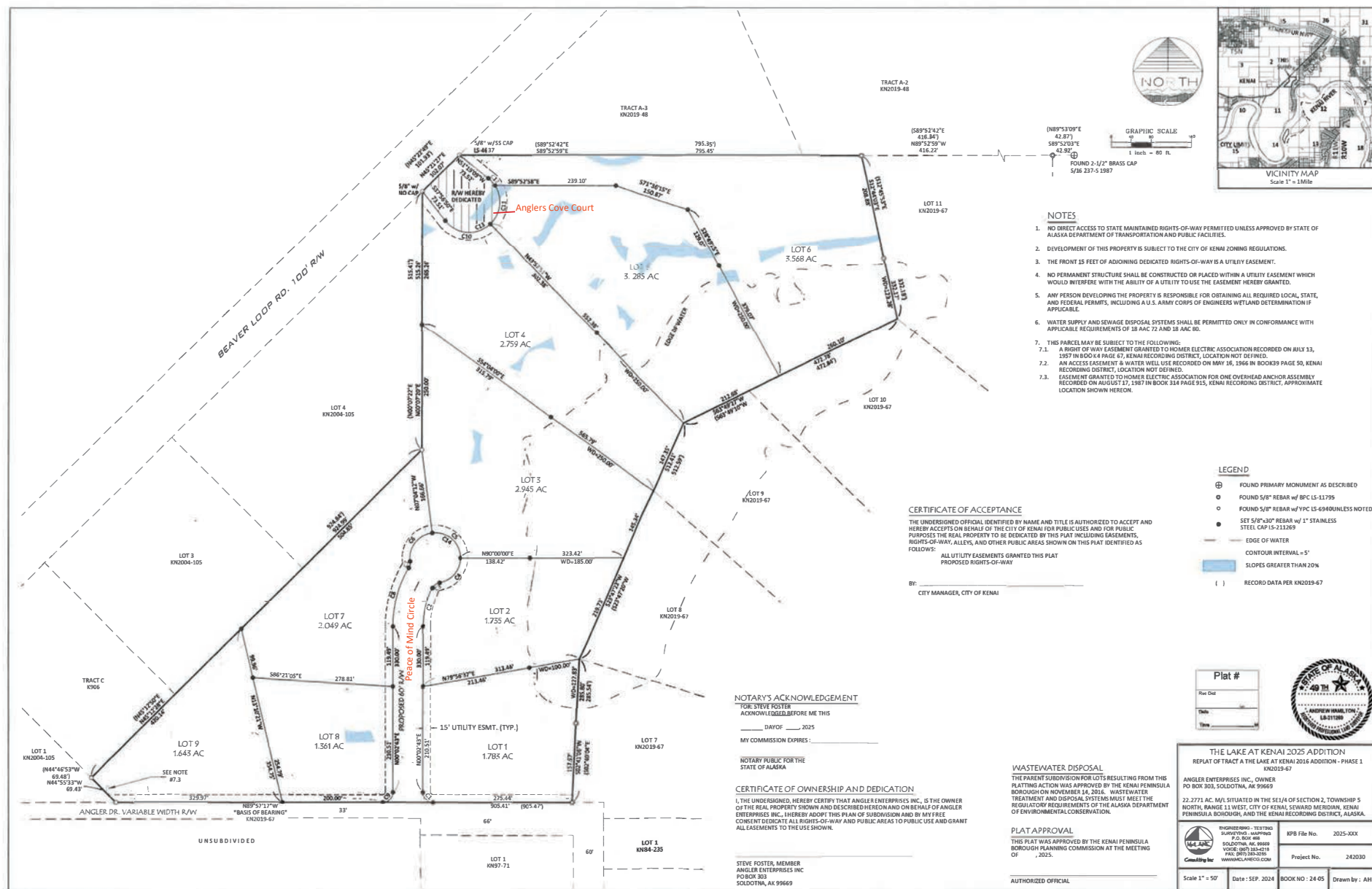
ANGLER ENTERPRISES INC., OWNER
PO BOX 301, SOLDOTNA, AK 99689

22,271 AC. MAX. SITUATED IN THE SE1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 11 WEST, CITY OF KENAI, SEWARD MERIDIAN, KENAI PENINSULA BOROUGH, AND THE KENAI RECORDING DISTRICT, ALASKA.

Consulting Inc.
ENGINEERED - TESTED
SURVEYED - LATTERED
22,271 AC. MAX.
SOLDOTNA, AK 99689
VOICE: (907) 264-4218
FAX: (907) 264-4218
WWW.ALC-KENAI.COM

47% File No. 2025-KXX
Project No. 242030

Scale 1" = 50' Date: SEP 2024 BOOK NO: 24-05 Drawn by: AHN



Brandon McElrea

From: Andrew Hamilton <ahamilton@mclanecg.com>
Sent: Wednesday, January 15, 2025 1:40 PM
To: Brandon McElrea
Subject: FW: The Lake at Kenai 2025 Addition

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Brandon,

I spoke with Steve.

Please proceed with Anglers Cove Court and Peace of Mind Circle

Thanks,

Andrew Hamilton, PLS
McLane Consulting, Inc.
Office: (907)283-4218
Cell: (907)953-2734

From: Brandon McElrea <bmcclrea@kenai.city>
Sent: Wednesday, January 15, 2025 1:27 PM
To: Andrew Hamilton <ahamilton@mclanecg.com>
Subject: RE: The Lake at Kenai 2025 Addition

Thank you. And it was "Anglers Cove Court", my mistake.

From: Andrew Hamilton <ahamilton@mclanecg.com>
Sent: Wednesday, January 15, 2025 1:23 PM
To: Brandon McElrea <bmcclrea@kenai.city>
Subject: RE: The Lake at Kenai 2025 Addition

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Brandon,

I will reach out to Steve Foster and verify. Touch base soon

Andrew Hamilton, PLS
McLane Consulting, Inc.
Office: (907)283-4218
Cell: (907)953-2734

From: Brandon McElrea <bmcelrea@kenai.city>
Sent: Wednesday, January 15, 2025 1:21 PM
To: Andrew Hamilton <ahamilton@mclanecg.com>
Subject: The Lake at Kenai 2025 Addition

Andrew,

Quick question. The original preliminary plat from 2016 had the names of the ROWs as "Angler Court" (thumb off Beaver Loop) and "Peace of Mind Circle" (road off Angler). Do you know if those proposed names still apply, or are they truly yet to be determined? Just wrapping up my staff report for next weeks meeting and thought I'd ask.

Thank you,
Brandon

Brandon McElrea
Planning Technician

City of Kenai | 210 Fidalgo Avenue | Kenai, AK 99611
O: (907)283-8233 | bmcelrea@kenai.city





**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2025-03**

A RESOLUTION RECOMMENDING THAT PRELIMINARY PLAT FOR THE BEAVER LOOP ACRES NO. 3 SUBDIVISION ATTACHED HERETO BE **APPROVED**.

PROPERTY ADDRESSES: None

LEGAL DESCRIPTIONS: SW1/4 NW1/4 & SW1/4 & S1/2 SE1/4 & NE1/4
SE1/4, Section 3, Township 5 North, Range 11
West, Seward Meridian

KPB PARCEL NUMBERS: 04901022

WHEREAS, the City of Kenai received a preliminary plat from Peninsula Surveying, LLC, on behalf of the property owner, the City of Kenai for a subdivision of SW1/4 NW1/4 & SW1/4 & S1/2 SE1/4 & NE1/4 SE1/4, Section 3, Township 5 North, Range 11 West, Seward Meridian; 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 South Baker Street; and,

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

WHEREAS, the rights-of-way within the proposed preliminary plat are newly dedicated. The proposed rights-of-way are continuations of existing streets and are determined acceptable access. Therefore, 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 subdivision, subject to the listed conditions, provides utility/access easements, provides satisfactory and desirable building sites, and the on-site water and wastewater systems are subject to the regulatory requirements of ADEC. An exception to KMC 14.10.070(d)(1) – Block length greater than 1,400 feet is recommended as requested by the City in order to maintain large parcels suitable for future material sites. An exception to KMC 14.10.070(d)(3) – Street design, is recommended as requested by the City. Considering the west, south and east boundaries are subject to a 50-foot road reservation created by Alaska Statute 19.10.010 (section line easement), a cul-de-sac and/or turnaround has been omitted.

2. Pursuant to KMC 14.10.080 *Minimum improvement required*, the rights-of-way within the proposed preliminary plat are newly dedicated. The proposed rights-of-way are continuations of existing and are determined acceptable access. 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 (0.46 acre), the resulting lot sizes of this subdivision will be approximately 23.798 acres to 210.902 acres.
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 Beaver Loop Acres No. 3 for a subdivision SW1/4 NW1/4 & SW1/4 & S1/2 SE1/4 & NE1/4 SE1/4, Section 3, Township 5 North, Range 11 West, Seward Meridian 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. An exception to KMC 14.10.070(d)(1) – Block length greater than 1,400 feet is recommended in order to maintain large parcels suitable for future material sites.
3. An exception to KMC 14.10.070(d)(3) – Street design, is recommended. Considering the west, south and east boundaries are subject to a 50-foot road reservation created by Alaska Statute 19.10.010 (section line easement), a cul-de-sac and/or turnaround has been omitted.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,
THIS 22nd DAY OF January, 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: January 14, 2025
SUBJECT: Resolution No. PZ2025-03 – Preliminary Plat – Beaver Loop Acres No. 3 Subdivision

Request The applicant is proposing a preliminary plat to subdivide the SW1/4 NW1/4 & SW1/4 & S1/2 SE1/4 & NE1/4 SE1/4, Section 3, Township 5 North, Range 11 West, Seward Meridian.

Staff Recommendation Adopt Resolution No. PZ2025-03 recommending approval of Preliminary Plat – Beaver Loop Acres No. 3 Subdivision, creating 5 parcels ranging in size from 23.798 acres to 210.902 acres.

Applicant: Peninsula Surveying, LLC.
Attn: Jason Schollenberg
10535 Katrina Blvd
Ninilchik, AK 99639

Property Owner: City of Kenai

Legal Description: SW1/4 NW1/4 & SW1/4 & S1/2 SE1/4 & NE1/4 SE1/4, Section 3, Township 5 North, Range 11 West, Seward Meridian

Property Address: None

KPB Parcel No.: 04901022

Zoning District: Rural Residential (RR)

Land Use Plan: Parks, Recreation and Open Spaces (PROS)

Surrounding Uses: Heavy Industrial and Material Sites

SUMMARY

A preliminary plat has been submitted from Peninsula Surveying, LLC on behalf of the City of Kenai (City) for a subdivision of SW1/4 NW1/4 & SW1/4 & S1/2 SE1/4 & NE1/4 SE1/4, Section

3, Township 5 North, Range 11 West, Seward Meridian, to create 5 parcels. In March of 2019 an engineering consultant hired by the City excavated ten test pits and determined the southern portion of the 320-acre parent parcel (the areas of Lots one (1) through four (4)) has an adequate quality and quantity of marketable gravel for future construction projects in the City. The potential for extraction of natural resources is consistent with the City's Land Management Plan, The City's Comprehensive Plan's Land Use Designation, by Conditional Use Permit in the current zone, and bordering existing gravel pits, is likely the highest and best use for the property and is in the best interest of the City.

The City is requesting two exceptions to Kenai Municipal Code (KMC) Section 14.10.070. An exception to KMC 14.10.070(d)(1) – Block length greater than 1,400 feet is requested by the City in order to maintain large parcels suitable for future material sites. An exception to KMC 14.10.070(d)(3) – Street design, is requested by the City. Considering the west, south and east boundaries are subject to a 50-foot road reservation created by Alaska Statute 19.10.010 (section line easement), a cul-de-sac and/or turnaround has been omitted. It is also possible that the rights-of-way could be extended in the future.

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 minimum lot size requirement of 20,000 square feet (0.46 acre) for the Rural Residential (RR) zoning district. The size of proposed Lots one (1) through four (4) range in size from 23.798 acres to 28.633 acres while proposed Tract A is approximately 210.902 acres.

City water and wastewater are not available in this area. Property owner(s) will need to install private wells and septic systems. The septic systems must meet the regulatory requirements of the State of Alaska, Department of Environmental Conservation (ADEC).

Access to the proposed Lots is provided via South Baker Street, which is connected to Beaver Loop Road.

All rights-of-way within the proposed preliminary plat are newly dedicated. The proposed rights-of-way are continuations of existing, named rights-of-way. The Public Works Director has reviewed the preliminary plat and had no comments. Therefore, staff finds that an installation agreement is not required for the preliminary plat.

A 15-foot easement for utilities is located along the boundaries of the lots adjacent to proposed rights-of-way. This is denoted in plat note three (3), which states the front 15-feet adjacent to rights-of-way is a utility easement.

Staff finds that the preliminary plat for a subdivision of SW1/4 NW1/4 & SW1/4 & S1/2 SE1/4 & NE1/4 SE1/4, Section 3, Township 5 North, Range 11 West 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 subdivision, subject to the listed conditions, provides utility/access easements, provides satisfactory and desirable building sites, and the on-site water and wastewater systems are subject to the regulatory requirements of ADEC. An exception to KMC 14.10.070(d)(1)

– Block length greater than 1,400 feet is requested by the City in order to maintain large parcels suitable for future material sites. An exception to KMC 14.10.070(d)(3) – Street design, is requested by the City. Considering the west, south and east boundaries are subject to a 50-foot road reservation created by Alaska Statute 19.10.010 (section line easement), a cul-de-sac and/or turnaround has been omitted. It is also possible that the rights-of-way could be extended in the future.

2. Pursuant to KMC 14.10.080 *Minimum improvement required*, the rights-of-way within the proposed preliminary plat are newly dedicated. The proposed rights-of-way are continuations of existing streets and are determined acceptable access. 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 (0.46 acre), the resulting lot sizes of this subdivision will be approximately 23.798 acres to 210.902 acres.
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 SW1/4 NW1/4 & SW1/4 & S1/2 SE1/4 & NE1/4 SE1/4, Section 3, Township 5 North, Range 11 West, 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 recommend approval of Resolution No. PZ2025-03 for a subdivision SW1/4 NW1/4 & SW1/4 & S1/2 SE1/4 & NE1/4 SE1/4, Section 3, Township 5 North, Range 11 West to the 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. An exception to KMC 14.10.070(d)(1) – Block length greater than 1,400 feet is requested by the City in order to maintain large parcels suitable for future material sites.
3. An exception to KMC 14.10.070(d)(3) – Street design, is requested by the City. Considering the west, south and east boundaries are subject to a 50-foot road reservation created by Alaska Statute 19.10.010 (section line easement), a cul-de-sac and/or turnaround has been omitted. It is also possible that the rights-of-way could be extended in the future.

ATTACHMENTS

Aerial Map
Application
Preliminary Plat, Beaver Loop Acres No. 3

Aerial Map





**Preliminary Plat
Submittal Form**

RECEIVED

CITY OF KENAI

DATE 12/16/24
PLANNING DEPARTMENT

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:	PENINSULA SURVEYING, LLC						
Mailing Address:	10535 KATRINA BLVD	City:	NINILCHIK	State:	AK	Zip Code:	99639
Phone Number(s):	907-306-7065						
Email:	JASON@PENINSULASURVEYING.COM						

PROPERTY OWNER

Name:	CITY OF KENAI						
Mailing Address:	210 FIDALGO AVE. STE 200	City:	KENAI	State:	AK	Zip Code:	99611
Phone Number(s):	907-283-7535, 907-283-8233						
Email:	Brandon McElrea, bmcElrea@kenai.city						

PROPERTY INFORMATION

Kenai Peninsula Borough Parcel #:	04901022					
Current City Zoning:	RURAL RESIDENTIAL (RR)					
Use:	<input type="checkbox"/> Residential <input type="checkbox"/> Recreational <input type="checkbox"/> Commercial <input type="checkbox"/> Other:					
Water:	<input type="checkbox"/> On Site <input type="checkbox"/> City <input type="checkbox"/> Community					
Sewer:	<input type="checkbox"/> On Site <input type="checkbox"/> City <input type="checkbox"/> Community					

PLAT INFORMATION

Preliminary Plat Name:	BEAVER LOOP ACRES NO. 3 SUBDIVISION					
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:

14.10.070(d)(1)-Block length greater than 1,400' to maintain large parcels as requested by the City of Kenai
14.10.070(d)(3)-Street layout- a cul-de-sac and/or turnaround has been omitted considering the the west, south and east lines are subject to a 50' road reservation created by A.S. 19.10.010. It is also possible the rights-of-way could be extended in the future.

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:	12/9/24
Print Name:	Jason Schollenberg	Title/Business:	Peninsula Surveying, LLC	

Stewart Title of the Kenai Peninsula, Inc.

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

CERTIFICATE TO PLAT

Peninsula Surveying
10535 Katrina Blvd
Ninilchik, AK 99639
Attention: Brandon Thielke

File Number: 24734
Premium: \$300.00
Tax:

Gentlemen:

This is a certificate as of October 17, 2024 at 8:00 A.M. for a plat out of the following property:

The Southwest One-quarter of the Northwest One-quarter (SW1/4 NW1/4) AND The Southwest One-quarter (SW1/4), AND the South One-half of the Southeast One-quarter (S1/2 SE1/4), AND the Northeast One-quarter of the Southeast One-quarter (NE1/4 SE1/4) in Section 3, Township 5 North, Range 11 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska.

EXCEPTING THEREFROM the subsurface estate and all rights, privileges, immunities and appurtenances of whatsoever nature, accruing unto said estate pursuant to the Alaska Native Claims Settlement Act of December 18, 1971 [85 Stat. 688, 704; 43 U.S.C. 1601, 1613 (f) (1976)], and as conveyed by Patent to Cook Inlet Region, Inc.

The Company certifies that record title is vested in

City of Kenai Alaska, A Municipal Corporation
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 State of Alaska Patent, and/or in acts authorizing the issuance thereof. Said patent, among other things, reserves all oil, gas and other minerals together with the privileges, mining and drilling rights and immunities.

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: KENAI PENINSULA BOROUGH
4. **RIGHT OF INGRESS AND EGRESS** from said premises; we find no dedication or improved roadways abutting subject property.
5. **SUBJECT TO A ROAD RESERVATION** of 50 feet along each side of the section line as created by A.S. 19.10.010.
6. **TERMS, COVENANTS, CONDITIONS AND PROVISIONS**, including rights of way and easements as contained in the Alaska Native Claims Settlement Act, dated December 18, 1971, U.S. Public Law 92-203, 85 Stat. 688, U.S.C. 1601 et seq.

7. **RESERVATION** of the subsurface estate in said land including, but not limited to, rights of entry to explore, develop or remove minerals from said subsurface estate, as set forth in Sections 14 (f) and 14 (g) of the Alaska Native Claims Settlement Act referred to herein above.

NOTE: No assurance is given as to the vertical delineation of the surface and subsurface estates in said land as provided in said act.

Stewart Title of the Kenai Peninsula, Inc.

By

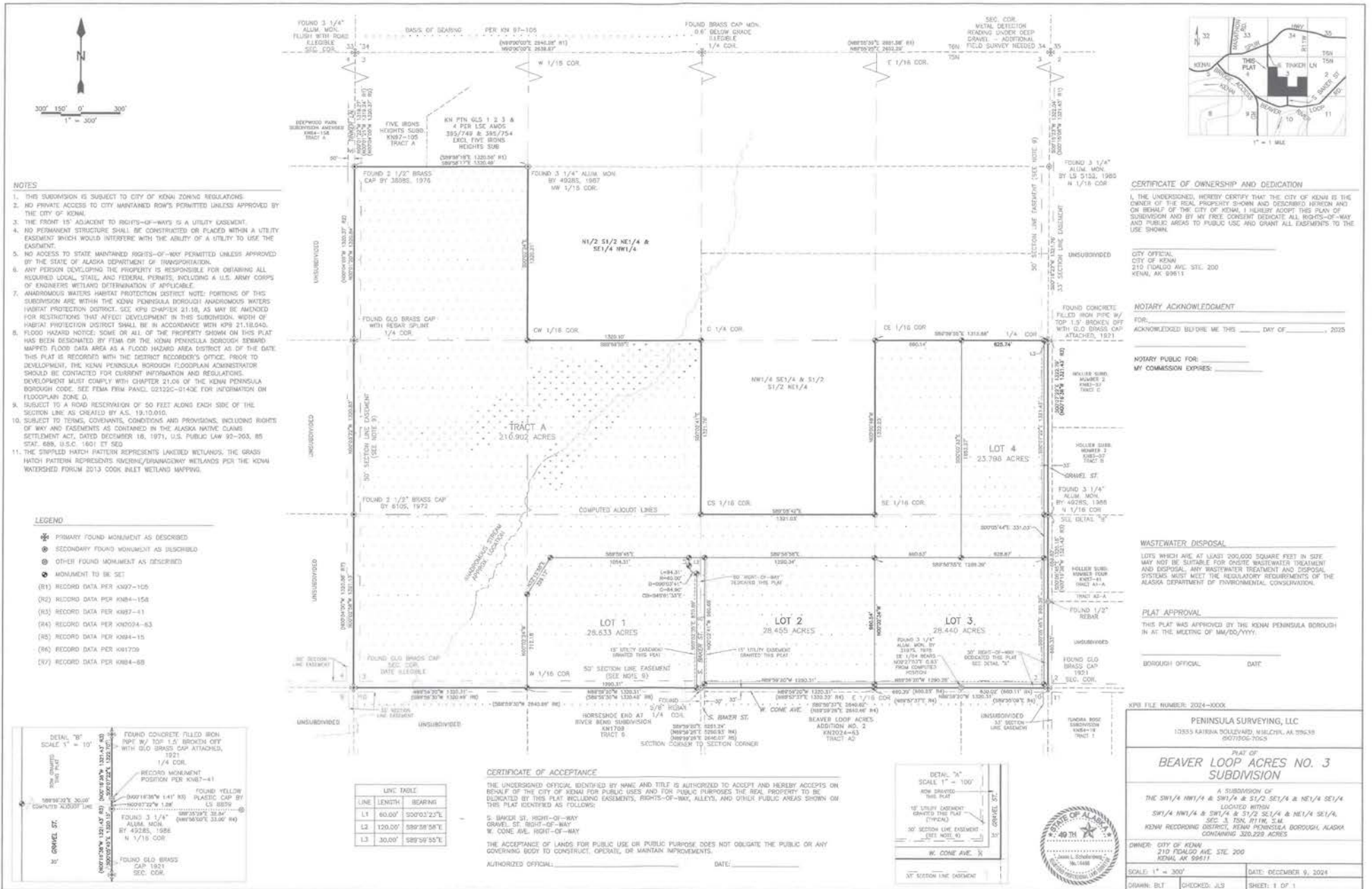


Authorized Countersignature

Mary Frengle

Authorized Signator

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



MEMORANDUM

TO: Planning and Zoning Commission

THROUGH: Kevin Buettner, Planning Director

FROM: Beth McDonald, Administrative Assistant

DATE: January 22, 2025

SUBJECT: **Action/Approval - Transfer of Conditional Use Permit, PZ2021-42 for the use of a Hotel (Short Term Recreational Rentals)**

The Planning and Zoning Commission granted the transfer of Conditional Use Permits for the use of a Hotel (Short-Term Recreational Rentals) on the 1.62-acre property described as Lot 1, Block 2, Anglers Acres Sub ADDN No 1, Pt 2, located at 1230 Angler Drive within the Rural Residential (RR) zoning district to Wild Kenai Adventures, LLC, dba Hi Lo Charters on December 8, 2021. The original resolution number is PZ2001-11, which was transferred in 2006 (Resolution No. PZ2006-84), and again in 2021 (PZ2021-42).

On January 1, 2025, an Application for Transfer of the Conditional Use Permits (CUPs) was submitted by Transferee, Tower Rock Lodge, LLC (Joe Chambers) in accordance with Kenai Municipal Code (KMC), as set forth below:

- KMC 14.20.150(l)(5) *A Conditional Use Permit is not transferable from one (1) parcel of land to another. Conditional Use Permits may be transferred from one (1) owner to another for the same use, but if there is a change in use on the property, a new permit must be obtained.*
- KMC 14.20.157(a) *No Conditional Use Permit issued hereunder shall be transferred until the proposed transferee has made application for transfer in writing filed with the administrative official, which application shall state that he intends to be bound by the plan and statements contained in the application of the permit holder or shall contain the amendments to the plan his proposed operation would mandate. The Commission shall approve the application for transfer and in so doing amend the site plan and statements if such amendments as are contained in the application for transfer would have been approved had they been contained in the original application.*

There will not be a change in use on the property. The transferee has provided a copy of the State Business License and the Fire Marshal passed the biennial fire inspection conducted on June 21, 2023. The transferee is required to operate under the terms and conditions of the approved CUPs at the subject property.

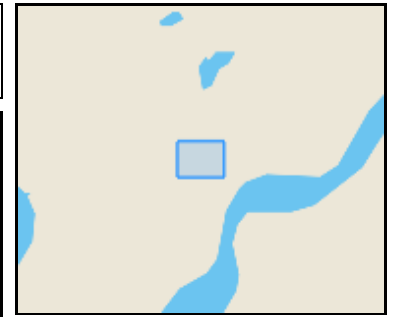
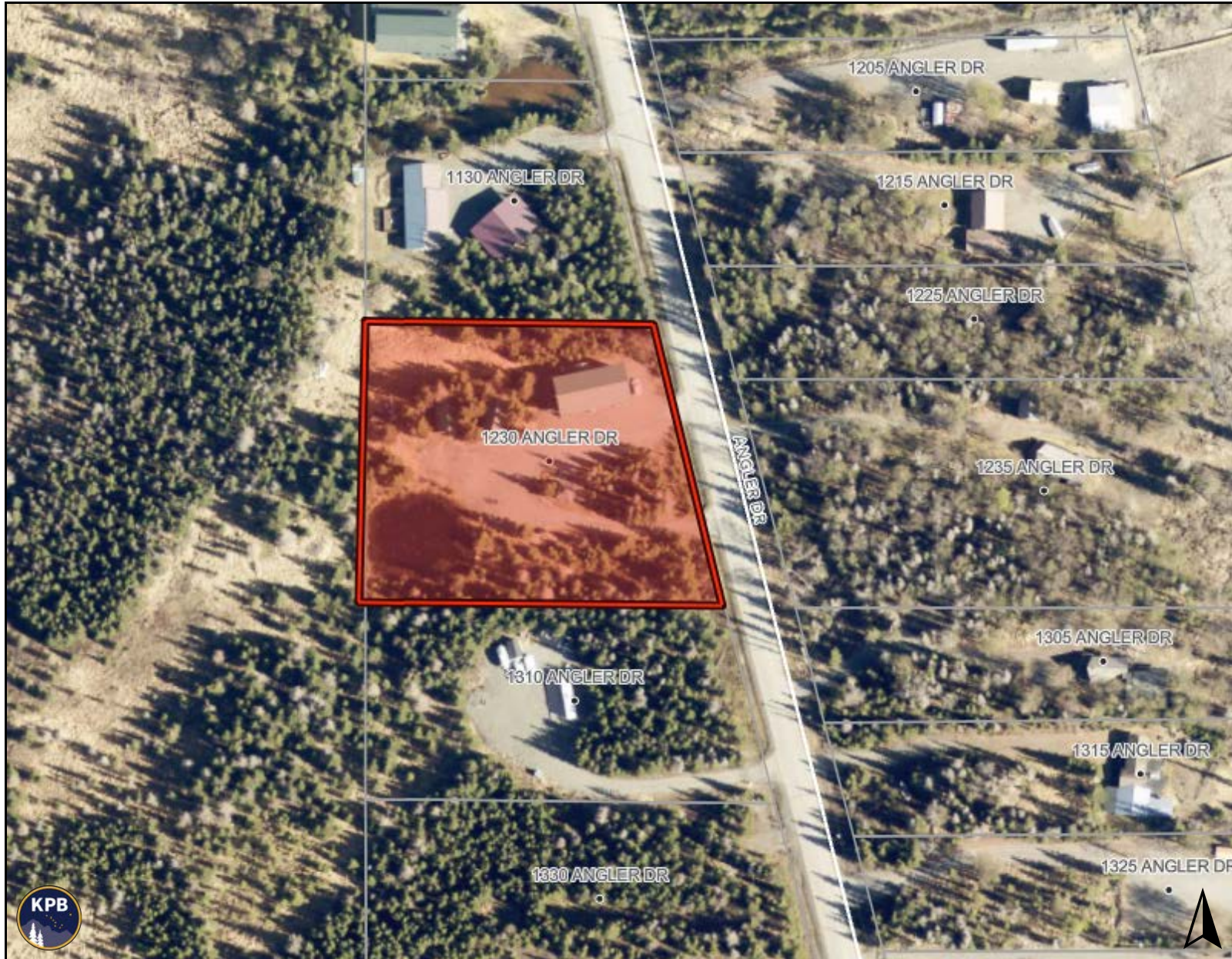
STAFF RECOMMENDATION

Staff hereby recommends approval of the Transfer of the Conditional Use Permit Resolution No. PZ2021-42 for Hotel (Short-Term Recreational Rentals) on the 1.62-acre property described as Lot 1, Block 2, Anglers Acres Sub ADDN No 1, Pt 2, located at 1230 Angler Drive within the Rural Residential (RR) zoning district, subject to the conditions as set forth in the approved CUPs.

ATTACHMENTS

- A. Aerial Map
- B. Application
- C. Resolution Nos. PZ2001-11, PZ2006-84, and PZ2021-42





Legend

Physical Addresses



Transportation

Mileposts



Roads

- Medium Collector
- Medium Volume - Unmaintained
- Medium Volume - Maintained
- Low / Seasonal
- Legal Trail
- Private
- State Hwy
- Platted / Proposed

Parcels and PLSS

Parcels



9" Imagery

- Red: Red
- Green: Green
- Blue: Blue

0 200 400
ft

NOTE: Every reasonable effort has been made to ensure the accuracy of these data. However, by accepting this material, you agree that the data are provided without warranty of any kind, either expressed or implied, including but not limited to time, money or goodwill arising from indemnify, defend, and hold harmless Kenai Peninsula Borough for any and all liability of any nature arising from the lack of accuracy or

Borough assumes no liability of any kind arising from the use of this data. The creation or modification of the data. In using these data, you further agree to data, or use of the data.



Transfer of Conditional Use Permit Application

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

TRANSFEROR

Current CUP Holder (Transferor):		Wild Kenai Adventures, LLC			
Mailing Address:	747 SE Dover Ln				
City:	Madras	State:	OR	Zip Code:	97741
Phone Number(s):	5413900285				
Email:	jennifer@wildwindsranch.com				

TRANSFeree

Proposed New CUP Holder (Transferee):		Tower Rock Lodge LLC (Joe Chambers)			
Mailing Address:	35555 Kenai Spur Highway #222				
City:	Soldotna	State:	AK	Zip Code:	99669
Phone Number(s):	303884 1254				
Email:	joefishing.chambers@gmail.com				

PROPERTY INFORMATION

Kenai Peninsula Borough Parcel # (Property Tax ID):		04939049			
Physical Address:	1230 Angler Drive Kenai, AK				
Legal Description:	Lot 1, Block 2, Anglers Acres Subdivision, Addition No 1, Part Two, Plat No 96-70				
Zoning:	RR				
Current CUP Resolution #:	PZ2021-42				
Allowed Use by Current CUP:					

CERTIFICATION OF TRANSFeree: I hereby certify that I am the property owner (transferee), or have been authorized to act on behalf of the property owner, and hereby apply for a Transfer of Conditional Use Permit. I agree to operate under the terms and conditions of the original Conditional Use Permit and application. I have submitted with this transfer application any amendments to the site plan or proposed amendments to operation. If amendments would prevent compliance with terms and conditions of the Conditional Use Permit to be transferred, a new Conditional Use Permit may be required. I understand site visits may be required to process this application for purpose of confirming compliance with conditional use permit conditions.

Signature:				Date:	12/26/2024
Print Name:	Joseph Chambers	Title/Business:	Tower Rock Lodge LLC		

ACKNOWLEDGEMENT OF TRANSFEROR: I hereby acknowledge this application for a Transfer of Conditional Use Permit and consent to the transfer.

Signature:				Date:	12/18/2024
Print Name:	Jennifer DuPont	Title/Business:	Manager		

For City Use Only

Date Application Fee Received:
PZ Resolution Number:

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Tower Rock Lodge, LLC dba Tower Rock Lodge

35555 Kenai Spur Hwy #222, Soldotna, AK 99669

owned by

Tower Rock Lodge, LLC.

is licensed by the department to conduct business for the period

October 12, 2023 to December 31, 2025
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner

Tower Rock Lodge, LLC dba Tower Rock Lodge
35555 Kenai Spur Hwy #222
Soldotna, AK 99669

**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ01-11
CONDITIONAL USE PERMIT**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI **GRANTING** A REQUEST FOR A CONDITIONAL USE PERMIT TO:

NAME: Brian Lowe – Hi-Lo Charters

USE Hotel – Short-term Recreational Rentals

LOCATED 1230 Angler Drive – Lot 1, Block 2, Anglers Acres Subdivision, Part 2
(Street Address/Legal Description)

KENAI PENINSULA BOROUGH PARCEL NO: 04939049

WHEREAS, the Commission finds:

1. That an application meeting the requirements of Section 14.20.150 has been submitted and received on: March 7, 2001
2. This request is on land zoned: Rural Residential
3. That the applicant has demonstrated with plans and other documents that they can and will meet the following specific requirements and conditions in addition to existing requirements:
 - a. See attached.
 - b. _____
4. That a duly advertised public hearing as required by KMC 14.20.280 was conducted by the Commission on: March 28, 2001

NOW, THEREFORE, BE IT RESOLVED, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI THAT THE APPLICANT **HAS** DEMONSTRATED THAT THE PROPOSED **HOTEL (SHORT-TERM RECREATIONAL RENTALS)** MEETS THE CONDITIONS REQUIRED FOR SAID OPERATION AND THEREFORE THE COMMISSION **DOES** AUTHORIZE THE ADMINISTRATIVE OFFICIAL TO ISSUE THE APPROPRIATE PERMIT.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, MARCH 28, 2001.

CHAIRPERSON: Ron Specke

ATTEST: H. Kuschall

3. Additional requirements:

- a. Develop water and sewer system as submitted with application to meet D.E.C. standards for the proposed use.
- b. Prior to implementation of use, the structures must be inspected by the City of Kenai Fire Marshal and meet fire code requirements for proposed use. After initial inspection, as long as the use is active, structures must be inspected every two years thereafter.
- c. If food service is provided, must meet D.E.C. requirements for food service.



**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ06-84 (PZ 01-11)
TRANSFER OF CONDITIONAL USE PERMIT
HOTEL
(SHORT-TERM RECREATIONAL RENTALS)**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI GRANTING THE TRANSFER OF A CONDITIONAL USE PERMIT FOR HOTEL (SHORT-TERM RECREATIONAL RENTALS) AS AUTHORIZED BY 14.20.158 OF THE KENAI ZONING CODE FROM:

BRYAN R. LOWE TO HAL WESTBROOK, MEMBER OF BLUE HERON LAND COMPANY, LLC FOR THE PROPERTY KNOWN AS LOT 1, BLOCK 2 ANGLERS ACRES SUBDIVISION, ADDITION NO. 1 PART 2, KENAI, ALASKA.

WHEREAS, the Commission finds:

- 1. That a Conditional Use Permit was granted to Bryan R. Lowe, Hi-Lo Charters, in 2001 for Hotel (Short-term Recreational Rentals).**
- 2. That KMC 14.20.150 (i)(4) requires that a written request for transfer be submitted.**
- 3. A request to transfer the permit was received on November 20, 2006.**
- 4. That the transfer requires that the permit continue operation under conditions originally outlined.**
- 5. Applicant must comply with all Federal, State, and local regulations.**

NOW, THEREFORE, BE IT RESOLVED, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI THAT THE CONDITIONAL USE PERMIT FOR BRYAN R. LOWE DBA HI-LO CHARTERS FOR HOTEL (SHORT TERM RECREATIONAL RENTALS) BE TRANSFERRED TO HAL WESTBROOK, MEMBER OF BLUE HERON LAND COMPANY, LLC. PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, AT THEIR SCHEDULED MEETING DECEMBER 13, 2006.

CHAIRPERSON

ATTEST

**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ01-11
CONDITIONAL USE PERMIT**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI GRANTING A REQUEST FOR A CONDITIONAL USE PERMIT TO:

NAME: Brian Lowe - Hi-Lo Charters

USE Hotel - Short-term Recreational Rentals

LOCATED 1230 Angler Drive - Lot 1, Block 2, Anglers Acres Subdivision, Part 2
(Street Address/Legal Description)

KENAI PENINSULA BOROUGH PARCEL NO: 04939049

WHEREAS, the Commission finds:

1. That an application meeting the requirements of Section 14.20.150 has been submitted and received on: March 7, 2001
2. This request is on land zoned: Rural Residential
3. That the applicant has demonstrated with plans and other documents that they can and will meet the following specific requirements and conditions in addition to existing requirements:
 - a. See attached.
 - b.
4. That a duly advertised public hearing as required by KMC 14.20.280 was conducted by the Commission on: March 28, 2001

NOW, THEREFORE, BE IT RESOLVED, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI THAT THE APPLICANT HAS DEMONSTRATED THAT THE PROPOSED HOTEL (SHORT-TERM RECREATIONAL RENTALS) MEETS THE CONDITIONS REQUIRED FOR SAID OPERATION AND THEREFORE THE COMMISSION DOES AUTHORIZE THE ADMINISTRATIVE OFFICIAL TO ISSUE THE APPROPRIATE PERMIT.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, MARCH 28, 2001.

CHAIRPERSON: Ron Lockie

ATTEST: K. Schubert

PZ01-11

Page 2

3. Additional requirements:

- a. Develop water and sewer system as submitted with application to meet D.E.C. standards for the proposed use.
- b. Prior to implementation of use, the structures must be inspected by the City of Kenai Fire Marshal and meet fire code requirements for proposed use. After initial inspection, as long as the use is active, structures must be inspected every two years thereafter.
- c. If food service is provided, must meet D.E.C. requirements for food service.



**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2021-42**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI
GRANTING A REQUEST FOR A TRANSFER OF CONDITIONAL USE PERMIT FOR THE USE
OF A HOTEL (SHORT-TERM RECREATIONAL RENTALS) IN THE RURAL RESIDENTIAL
ZONE TO:

APPLICANT: Wild Kenai Adventures, LLC dba Hi Lo Charters

PROPERTY ADDRESS: 1230 Angler Drive

LEGAL DESCRIPTION: Lot 1, Block 2, Anglers Acres Subdivision, Addition No.1, PT 2

KENAI PENINSULA BOROUGH PARCEL NUMBER: 04939049

WHEREAS, a complete application meeting the requirements of Kenai Municipal Code 14.20.150
was submitted to the City on November 22, 2021; and,

WHEREAS, the application affects land zoned as Rural Residential; and,

WHEREAS, the application meets the requirements of Kenai Municipal Code 14.20.150(5)
stating conditional use permits may be transferred from one owner to another for the same use;
and,

WHEREAS, the Planning and Zoning Commission finds:

1. The transferor has complied with the conditions of the existing Conditional Use Permit
PZ06-84 (PZ01-11); and,
2. The transferee will comply with the conditions of the existing Conditional Use Permit PZ06-
84 (PZ01-11)and,
3. The transfer of the conditional use permit would not change the use of the property.

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

Section 1. That the conditional use permit granted under PZ06-84 (PZ01-11) is transferred to
Wild Kenai Adventures, LLC.

Section 2. That the conditional use permit is subject to the following conditions:

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

2. A yearly Conditional Use Permit report must be submitted to the City of Kenai prior to the 31st day of December of each year.
3. The applicant will meet with City staff for on-site inspections when requested.
4. If there is a change of use for the above described property a new Conditional Use Permit must be obtained, pursuant to 14.20.150(I)(5).
5. Pursuant to KMC 14.20.150(I)(2), this permit shall expire automatically upon termination or interruption of the use for a period of at least one year.
6. All conditions of PZ06-84 (PZ01-11) will be met.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,
this 8th day of December, 2021.



JEFF TWAIT, CHAIRPERSON

ATTEST:



JAMIE HEINZ, MMC, CITY CLERK





KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

STAFF REPORT

TO: Planning and Zoning Commission
FROM: Ryan Foster, Planning Director
DATE: December 2, 2021
SUBJECT: PZ2021-42 – Conditional Use Permit Transfer – 1230 Angler Drive

Applicant: Wild Kenai Adventures, LLC
747 SE Dover Ln
Madras, OR 97741

Legal Description: Lot 1, Block 2, Anglers Acres Subdivision, Addition No.1, PT 2

Property Address: 1230 Angler Drive

KPB Parcel No: 04939049

Lot Size: 1.62 Acres (Approximately 70,567 sf)

Existing Zoning: Rural Residential

Current Land Use: Residential Dwellings

Land Use Plan: Rural Residential

GENERAL INFORMATION

Blue Heron Enterprises, LLC hold a conditional use permit to operate a Hotel (Short-Term Recreational Rentals) in the Rural Residential Zone. The City has received an application to transfer the permit to Wild Kenai Adventures, LLC. On November 22, 2021, the Transferee submitted an Application for Transfer of Conditional Use Permit to follow Kenai Municipal Code (KMC) 14.20.157(a) requiring an application for transfer in writing.

ANALYSIS

On December 13, 2006, the Planning and Zoning Commission passed Resolution PZ06-84 (PZ01-11) for the transfer of a conditional use of a Hotel (Short-Term Recreational Rentals). The permit was transferred to Blue Heron Land Company, LLC, subject to the following conditions:

1. That a Conditional Use Permit was granted to Bryan R. Lowe, Hi-Lo Charters, in 2001 for Hotel (Short-term Recreational Rentals).
2. That KMC 14.20.150(i)(4) requires that a written request for transfer be submitted.
3. A request to transfer the permit was received on November 20, 2006.
4. That the transfer requires that the permit continue operation under conditions originally outlined.
5. Applicant must comply with all Federal, State, and local regulations.

Kenai Municipal Code (KMC) 14.20.150(l)(5) states the following on transfers of conditional use permits:

KMC 14.20.150(i)(5) Transferability. A conditional use permit is not transferable from one (1) parcel of land to another. Conditional use permits may be transferred from one (1) owner to another for the same use, but if there is a change in use on the property, a new permit must be obtained.

There are no outstanding conditional use permit code violations for 1230 Angler Drive, and therefore, the conditions of PZ06-84 (PZ01-11) are being met. The new permit holder would continue to operate under the terms and conditions of the original Conditional Use Permit PZ06-84 (PZ01-11). There will not be a change in use.

RECOMMENDATIONS

The transfer of Conditional Use Permit PZ06-84 (PZ01-11) for a Hotel (Short-Term Recreational Rentals) meet the requirements of Kenai Municipal Code 14.20.150(l)(5) and 14.20.157(a). City staff recommends approval of the transfer of Conditional Use Permit PZ06-84 (PZ01-11), subject to the following conditions:

1. Further development of the property shall conform to all federal, State of Alaska, and local regulations.
2. A yearly Conditional Use Permit report must be submitted to the City of Kenai prior to the 31st day of December of each year.
3. The applicant will meet with City staff for on-site inspections when requested.
4. If there is a change of use for the above described property a new Conditional Use Permit must be obtained, pursuant to 14.20.150(l)(5).
5. Pursuant to KMC 14.20.150(l)(2), this permit shall expire automatically upon termination or interruption of the use for a period of at least one year.
6. All conditions of PZ06-84 (PZ01-11) will be met.

ATTACHMENTS

- A. Conditional Use Permit PZ06-84 (PZ01-11)
- B. Application
- C. Aerial Map





**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ06-84 (PZ 01-11)
TRANSFER OF CONDITIONAL USE PERMIT
HOTEL
(SHORT-TERM RECREATIONAL RENTALS)**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI GRANTING THE TRANSFER OF A CONDITIONAL USE PERMIT FOR HOTEL (SHORT-TERM RECREATIONAL RENTALS) AS AUTHORIZED BY 14.20.158 OF THE KENAI ZONING CODE FROM:

BRYAN R. LOWE TO HAL WESTBROOK, MEMBER OF BLUE HERON LAND COMPANY, LLC FOR THE PROPERTY KNOWN AS LOT 1, BLOCK 2 ANGLERS ACRES SUBDIVISION, ADDITION NO. 1 PART 2, KENAI, ALASKA.

WHEREAS, the Commission finds:

- 1. That a Conditional Use Permit was granted to Bryan R. Lowe, Hi-Lo Charters, in 2001 for Hotel (Short-term Recreational Rentals).**
- 2. That KMC 14.20.150 (i)(4) requires that a written request for transfer be submitted.**
- 3. A request to transfer the permit was received on November 20, 2006.**
- 4. That the transfer requires that the permit continue operation under conditions originally outlined.**
- 5. Applicant must comply with all Federal, State, and local regulations.**

NOW, THEREFORE, BE IT RESOLVED, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI THAT THE CONDITIONAL USE PERMIT FOR BRYAN R. LOWE DBA HI-LO CHARTERS FOR HOTEL (SHORT TERM RECREATIONAL RENTALS) BE TRANSFERRED TO HAL WESTBROOK, MEMBER OF BLUE HERON LAND COMPANY, LLC. PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, AT THEIR SCHEDULED MEETING DECEMBER 13, 2006.

CHAIRPERSON

ATTEST

**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ01-11
CONDITIONAL USE PERMIT**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI GRANTING A REQUEST FOR A CONDITIONAL USE PERMIT TO:

NAME: Brian Lowe - Hi-Lo Charters

USE Hotel - Short-term Recreational Rentals

LOCATED 1230 Angler Drive - Lot 1, Block 2, Anglers Acres Subdivision, Part 2
(Street Address/Legal Description)

KENAI PENINSULA BOROUGH PARCEL NO: 04939049

WHEREAS, the Commission finds:

1. That an application meeting the requirements of Section 14.20.150 has been submitted and received on: March 7, 2001
2. This request is on land zoned: Rural Residential
3. That the applicant has demonstrated with plans and other documents that they can and will meet the following specific requirements and conditions in addition to existing requirements:
 - a. See attached.
 - b.
4. That a duly advertised public hearing as required by KMC 14.20.280 was conducted by the Commission on: March 28, 2001

NOW, THEREFORE, BE IT RESOLVED, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI THAT THE APPLICANT HAS DEMONSTRATED THAT THE PROPOSED HOTEL (SHORT-TERM RECREATIONAL RENTALS) MEETS THE CONDITIONS REQUIRED FOR SAID OPERATION AND THEREFORE THE COMMISSION DOES AUTHORIZE THE ADMINISTRATIVE OFFICIAL TO ISSUE THE APPROPRIATE PERMIT.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, MARCH 28, 2001.

CHAIRPERSON: Ron Locke

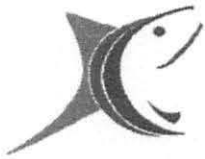
ATTEST: J. Kuschall

PZ01-11

Page 2

3. Additional requirements;

- a. Develop water and sewer system as submitted with application to meet D.E.C. standards for the proposed use.
- b. Prior to implementation of use, the structures must be inspected by the City of Kenai Fire Marshal and meet fire code requirements for proposed use. After initial inspection, as long as the use is active, structures must be inspected every two years thereafter.
- c. If food service is provided, must meet D.E.C. requirements for food service.



Transfer of Conditional Use Permit Application

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

TRANSFEROR

Current CUP Holder (Transferor):	Blue Heron Enterprises, LLC		
Mailing Address:	560 Curry Rd		
City:	Roseburg	State:	OR Zip Code: 97471
Phone Number(s):	541-221-9609		
Email:	heath@hilofishing.com		

TRANSFeree

Proposed New CUP Holder (Transferee):	Wild Kenai Adventures, LLC dba Hi Lo Charters		
Mailing Address:	747 SE Dover Ln		
City:	Madras	State:	OR Zip Code: 97741
Phone Number(s):	541-390-0285		
Email:			

PROPERTY INFORMATION

Kenai Peninsula Borough Parcel # (Property Tax ID):	04939049
Physical Address:	1230 Angler Drive
Legal Description:	Lot 1, Block 2, Anglers Acres Subdivision, Addition No 1, Part Two, Plat No 96-70
Zoning:	
Current CUP Resolution #:	PZ06-84 (PZ01-11)
Allowed Use by Current CUP:	

CERTIFICATION OF TRANSFeree: I hereby certify that I am the property owner (transferee), or have been authorized to act on behalf of the property owner, and hereby apply for a Transfer of Conditional Use Permit. I agree to operate under the terms and conditions of the original Conditional Use Permit and application. I have submitted with this transfer application any amendments to the site plan or proposed amendments to operation. If amendments would prevent compliance with terms and conditions of the Conditional Use Permit to be transferred, a new Conditional Use Permit may be required. I understand site visits may be required to process this application for purpose of confirming compliance with conditional use permit conditions.

Signature:		Date:	11-17-2021
Print Name:	Jennifer Dupont	Title/Business:	Manager

ACKNOWLEDGEMENT OF TRANSFEROR: I hereby acknowledge this application for a Transfer of Conditional Use Permit and consent to the transfer.

Signature:		Date:	11-15-2021
Print Name:	Hal Westbrook	Title/Business:	Owner

For City Use Only

Date Application Fee Received:
PZ Resolution Number:



PZ2021-42 CUP Transfer
1230 Angler Drive



MEMORANDUM

TO: Planning and Zoning Commission

FROM: Kevin Buettner, Planning Director

DATE: January 22, 2025

SUBJECT: Windhaven Estates Phase 4 KPB Pre-032 – Time Extension

In a form completed on January 14, 2025, Mr. Clint Hall, representing his development at Windhaven Estates Phase 4 (Windhaven Estates Pre-032), requested a two-year time extension for the finalization of the plat. The Kenai Peninsula Borough requires concurrence from the City of Kenai before granting the extension request.

Windhaven Estates Phase 4 current preliminary plat approval expires on February 9, 2025. An extension was requested for two years through February 9, 2027. KPB 20.25.110(A), allows for a total approval time of six years and that expiration of time extensions will require the submission of, and action on, a new preliminary plat.

If the Planning and Zoning Commission approves, City staff would sign the attached letter of non-objection to the time extension. City staff have no issues with the time extension request and recommend approval. The draft letter of non-objection for the time extension, the plat, and the letter from the surveyor requesting the extension are attached for reference.

Does the Commission approve the Windhaven Estates Phase 4 time extension?

Attachments

Draft letter approving the time extension

Time Extension Form dated January 14, 2025

Copy of Windhaven Estates Phase 4 plat



January 22, 2025

Robert Ruffner, Planning Director
rruffner@kpb.us
Kenai Peninsula Borough
144 North Binkley Street
Soldotna, AK 99669

RE: Windhaven Estates Pre-032
Time Extension Request

Dear Mr. Ruffner:

This letter is in response to the letter submitted by Mr. Clint Hall to the City of Kenai on January 14, 2025, requesting that the City of Kenai Planning and Zoning Commission concur with a two-year time extension to finalize the plat for Windhaven Estates Phase 4. The Planning and Zoning Commission held their regularly scheduled meeting on January 22, 2025, and authorized me to draft and send a letter to you supporting the request for a two-year time extension to finalize the plat.

Please be advised that the Kenai Planning and Zoning Commission does not object to the two-year time extension for Windhaven Estates Phase 4. It is the understanding of the Planning and Zoning Commission, that KPB 20.25.110(A), allows for a total approval time of six years and that expiration of time extensions will require the submission of, and action on, a new preliminary plat.

If you have any further questions regarding the time extension, please feel free to contact me at 907-283-8235 or kbuettner@kenai.city.

Sincerely,

Kevin Buettner, AICP, LEED AP, CNU-A
Planning Director



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:	Clint Hall				
Mailing Address:	PO Box 2829	City:	Kenai	State:	AK
Phone Number(s):	907-260-7607				
Email:	HQB Center@gmail.com				
Zip Code:	99611				

PROPERTY OWNER

Name:	Clint Hall				
Mailing Address:	PO Box 2829	City:	Kenai	State:	AK
Phone Number(s):	907 260 7607				
Email:	HQB Center@gmail.com				
Zip Code:	99611				

PROPERTY INFORMATION

Kenai Peninsula Borough Parcel #:	04101482				
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:	Windhaven Estates				
Revised Preliminary Plat Name:					
Vacation of Public Right-of-Way:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Street Name (if vacating ROW):	N/A				

Exceptions Required and Requested:

* See attached - time extension

Comments:

REQUIRED ATTACHMENTS

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

SIGNATURE

Signature:	Clint Hall		Date:	1/14/25
Print Name:	Clint Hall	Title/Business:	Owner - President	

Kenai Peninsula Borough Planning Department
144 North Binkley Street
Soldotna, Alaska 99669
Phone: (907) 714-2200
Fax: (907) 714-2378

TIME EXTENSION REQUEST FORM

☒ Name of Subdivision: Windhaven Estates

☒ Location of Subdivision: Kenai, AK

☒ KPB Number: Pre-032

☐ Date of Planning Commission Approval(s)

☒ Reason for time extension request.

Continue development for next phase.

Date: 01/13/2025

Signature of Surveyor/Property Owner:





December 17, 2024

Hall Buildings LLC
PO Box 2829
Kenai, Alaska 99611

RE: Windhaven Estates Pre-032

Hello,

Windhaven Estates Pre-032 will expire on 02/09/2025. Please submit a signed time extension request form to the Planning Department if you wish to keep this file active. I have attached a *Time Extension Request Form* to this letter, and below is a link if you prefer to fill out online.

https://www.kpb.us/images/KPB/PLN/Plan_Comm/Forms/Time_Extension_Request.pdf

This plat is also in the City of Kenai, and we will need the time extension request documentation from the city showing they agree to the time extension.

Per KPB 20.25.110(A), upon application by the subdivider prior to the two-year deadline for final plat submittal, a time extension for two years beyond the initial two-year period for submittal of the final plat may be granted by the planning director. A second and final two-year extension may be granted by the planning director when requested by the subdivider prior to expiration of the previous approval. **When the preliminary plat is located within city limits, submittal of documentation from the city advisory planning commission indicating concurrence with the time extension request must accompany a time extension request.**

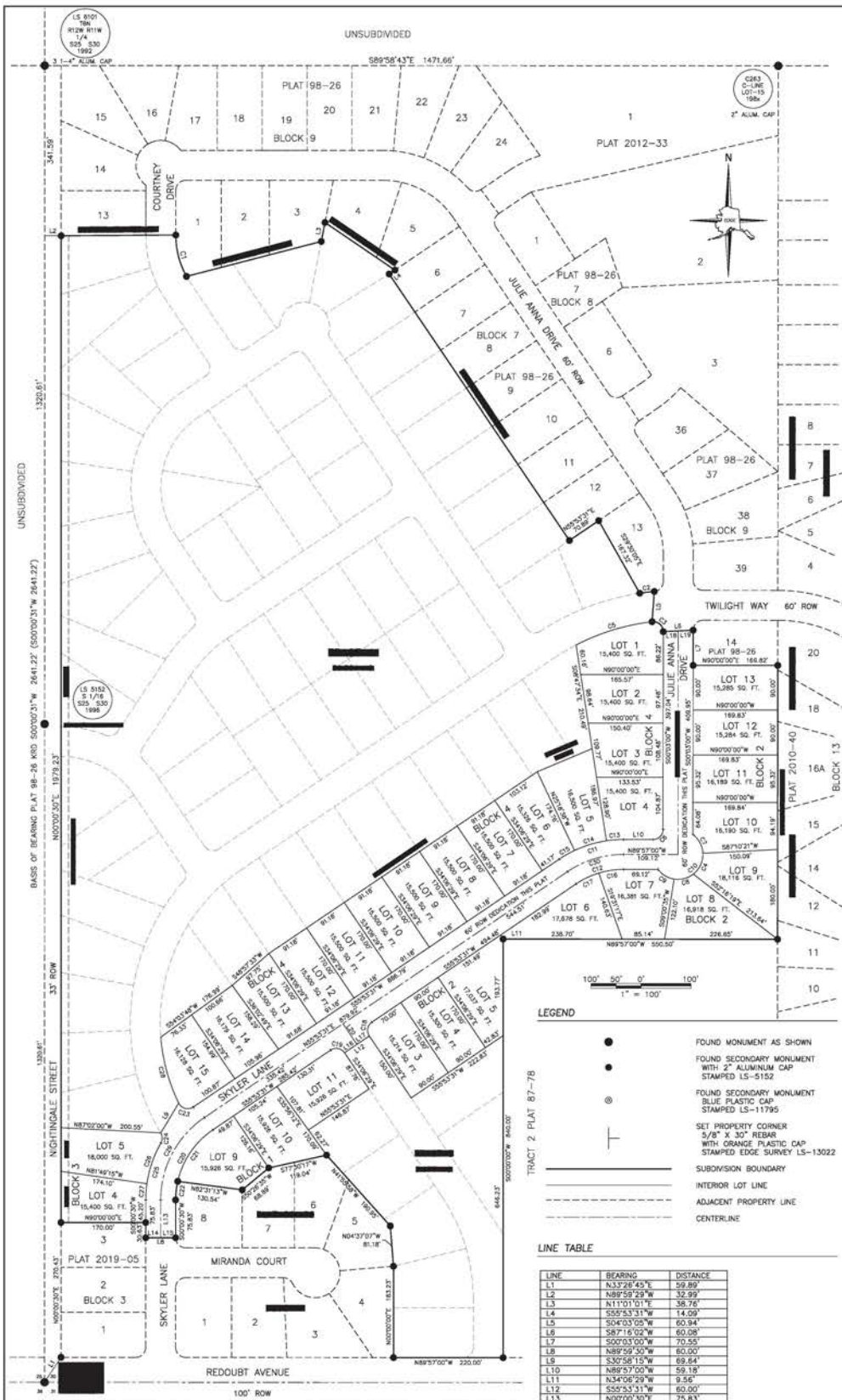
If you have any questions, please let us know.

If this file is not going to be finalized, please let me know so we can remove it from our active files. If you have any questions, please feel free to contact the platting department.

*****Please note this expiration notice is a courtesy. It is the responsibility of the surveyor/landowner to keep the file current under the new code. The borough shall not be held liable for any files that expire. *****

Thank you for your time.

Sincerely,
Jennifer Sather
Senior Clerk, Planning Department
Phone: 907-714-2200 (Office)
Fax: 907-714-2378



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	170.00	86.73	29°13'55"	S14°27'46"E	85.80
C2	505.56	29.34	3°19'31"	S82°55'42"W	29.34
C3	20.00	33.75	66°14'50"	N48°17'33"W	28.89
C4	50.00	47.92	54°54'27"	S24°37'34"W	46.10
C5	445.56	160.34	20°37'09"	S72°29'36"W	159.48
C6	20.00	31.42	90°00'00"	N45°03'00"E	28.28
C7	50.00	43.85	50°15'09"	N2°37'15"W	42.46
C8	40.00	40.95	46°55'48"	S75°32'41"W	39.82
C9	50.00	38.50	44°10'13"	S68°34'18"E	37.60
C10	50.00	171.27	186°15'33"	N45°03'00"E	38.09
C11	230.00	137.12	34°09'29"	S72°28'18"W	135.10
C12	170.00	101.32	34°09'29"	S72°28'18"W	99.85
C13	230.00	34.63	6°39'01"	S84°33'04"W	34.63
C14	230.00	67.08	18°42'37"	S73°02'41"W	66.84
C15	230.00	35.36	8°47'51"	S60°17'07"W	35.32
C16	170.00	50.62	17°04'44"	S81°30'38"W	50.48
C17	170.00	50.70	17°04'44"	S84°29'37"W	50.51
C18	20.00	31.42	90°00'00"	S10°53'31"W	28.28
C19	20.00	31.42	90°00'00"	N79°06'29"W	28.28
C20	170.00	165.81	52°53'01"	S27°57'01"W	159.12
C21	170.00	128.14	43°11'16"	S34°17'53"W	125.13
C22	170.00	37.67	12°41'45"	S06°21'23"W	37.59
C23	20.00	34.27	98°12'48"	S73°00'46"E	30.13
C24	20.00	21.23	60°49'05"	N00°24'09"W	20.24
C25	230.00	118.77	29°50'12"	S14°53'36"W	118.42
C26	230.00	86.98	21°16'51"	S18°03'43"W	86.48
C27	230.00	32.80	8°10'15"	S04°05'38"W	32.72
C28	370.00	137.88	21°21'01"	S13°51'31"E	137.09
C29	200.00	195.07	55°53'01"	S27°57'01"W	187.43
C30	200.00	118.23	34°09'28"	S72°28'15"W	117.48

- NOTES
- DEVELOPMENT OF THESE LOTS IS SUBJECT TO THE CITY OF KENAI ZONING REGULATIONS.
 - NO PRIVATE ACCESS TO STATE MAINTAINED RIGHT OF WAYS PERMITTED UNLESS APPROVED BY THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION.
 - THERE MAY BE FEDERAL, STATE, OR LOCAL REQUIREMENTS GOVERNING LAND USE. ANY PERSONS DEVELOPING THIS PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED FEDERAL, STATE, OR LOCAL PERMITS, INCLUDING THE U.S. ARMY CORPS OF ENGINEERS WETLAND DETERMINATION IF APPLICABLE.
 - THE FRONT 15 FEET ADJACENT TO THE RIGHTS-OF-WAY IS ALSO A UTILITY EASEMENT, 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.
 - THIS SUBDIVISION IS SUBJECT TO A GENERAL ELECTRICAL EASEMENT GRANTED TO KENAI POWER CORPORATION ON MARCH 25, 1982 IN BOOK 9 PAGE 133, KENAI RECORDING DISTRICT, INCLUDING ASSIGNMENT OF EASEMENT AS RECORDED ON DECEMBER 31, 1983 BOOK 11 PAGE 188, KENAI RECORDING DISTRICT.
 - THIS SUBDIVISION IS SUBJECT TO A PIPELINE EASEMENT GRANTED TO CITY OF KENAI ON AUGUST 23, 1971 IN BOOK 10 PAGE 133, KENAI RECORDING DISTRICT.
 - THIS SUBDIVISION IS SUBJECT TO A WATER AND SEWER EASEMENT GRANTED TO CITY OF KENAI ON AUGUST 23, 1971 IN BOOK 10 PAGE 133, KENAI RECORDING DISTRICT.
 - WATERWATER DISSEMINATION REQUIREMENTS ARE ON FILE AT THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.



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.

CLINT D. HALL
HALL QUALITY BUILDERS
PO BOX 2829
KENAI, ALASKA 99511

NOTARY ACKNOWLEDGMENT

FOR: CLINT D. HALL
ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____, 2021

NOTARY PUBLIC SIGNATURE

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF FEBRUARY 9, 1998.

KENAI PENINSULA BOROUGH

AUTHORIZED OFFICIAL

CERTIFICATE OF ACCEPTANCE AND DEDICATION BY CITY OF KENAI

THE UNDERSIGNED OFFICIAL, IDENTIFIED BY NAME AND TITLE, IS AUTHORIZED TO ACCEPT AND HEREBY ACCEPTS ON BEHALF OF THE CITY OF KENAI FOR PUBLIC USES AND FOR PUBLIC PURPOSES THE REAL PROPERTY TO BE DEDICATED BY THIS PLAT INCLUDING EASEMENTS, RIGHTS-OF-WAY, ALLEYS, AND OTHER PUBLIC AREAS SHOWN ON THE PLAT IDENTIFIED AS FOLLOWS:

RIGHT OF WAYS BEING DEDICATED THIS PLAT SKYLER LANE AND JULIE ANN DRIVE

THE ACCEPTANCE OF LANDS FOR PUBLIC USE OR PUBLIC PURPOSES DOES NOT OBLIGATE THE PUBLIC OR ANY GOVERNING BODY TO CONSTRUCT, OPERATE, OR MAINTAIN IMPROVEMENTS.

BY: AUTHORIZED OFFICIAL
CITY OF KENAI
210 FIDALGO AVE.
KENAI, ALASKA 99511

CERTIFICATE OF SURVEYOR

I, MARK AMONETTI 13022-5, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONAL AND OTHER DETAILS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



KPB FILE No. 2021-063

WINDHAVEN ESTATES PHASE 4

A SUBDIVISION OF
TRACT A
PLAT 2019-5
KENAI RECORDING DISTRICT

OWNERS:
HALL BUILDING LLC
PO BOX 2829
KENAI, ALASKA 99511

LOCATED WITHIN SECTION 30
T.6N., R.11W., S.4M.
CITY OF KENAI
KENAI PENINSULA BOROUGH
KENAI RECORDING DISTRICT
STATE OF ALASKA

CONTAINING 48.233 ACRES



12501 OLD SEWARD, S. ANCHORAGE, AK 99515
Phone (907) 344-5990 Fax (907) 344-7794
NECL# 1392

DRAWN BY: JF
CHECKED BY: MA
DATE: 03/24/2021
SCALE: 1" = 100'
PROJECT: 21-510
SHEET: 1 OF 1



January 13, 2025 – 6:30 PM

Action Agenda

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building and Through

Jeremy Brantley, Chair
Sterling/Funny River
Term Expires 2024

Pamela Gillham, Vice Chair
Kalifornsky / Kaslof District
Term Expires 2026

Virginia Morgan
Cooper Landing / Hope
Eastern Peninsula District
Term Expires 2025

Diane Fikes
City of Kenai
Term Expires 2025

Paul Whitney
City of Soldotna
Term Expires 2027

Franco Venuti
City of Homer
Term Expires 2025

Vacant
City of Seward
Term Expires 2026

Jeffrey Epperheimer
Nikiski District
Term Expires 2026

Dawson Slaughter
South Peninsula District
Term Expires 2025

ZOOM MEETING DETAILS

Zoom Meeting Link: <https://us06web.zoom.us/j/9077142200>
Zoom Toll Free Phone Numbers: 888-788-0099 or 877-853-5247
Zoom Meeting ID: 907 714 2200

To join the meeting from a computer, visit the Zoom meeting link above. If you connect by computer and do not have speakers or a microphone, connect online and then select phone for audio. A box will come up with toll free numbers, the meeting ID, and your participant number. To attend the Zoom meeting by telephone, use the Zoom toll free phone numbers listed above.

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA AND CONSENT AGENDA

(Action 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 commissioner so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.)

*1. Agenda

*2. Member Excused Absences

- a. Virginia Morgan, Cooper Landing, Hope, Eastern Peninsula District

*3. Minutes

- a. December 16, 2024 Plat Committee Meeting

*4. Grouped Plats

- E3. Sumpter Subdivision 2024 Replat
- E5. Bridge Creek Coop Subdivision 2024 Replat
- E6. Alpine Meadows No 3 2025 Swanson Replat
- E7. FBO Subdivision Addition
- E8. Moose Range Meadows South Addition 1 Jenkins Replat

Motion to approve the agenda, the minutes from the December 16, 2024 Plat Committee meeting and grouped plats passed by unanimous vote (4-Yes)

D. UNFINISHED BUSINESS - None

E. NEW BUSINESS

Public Hearing: Quasi-Judicial Matters *(Commission members may not receive or engage in ex-parte contact with the applicant, other parties interested in the application, or members of the public concerning the application or issues presented in the application)*

1. Zumbuhl Subdivision; KPB File 2024-139
McLane Consult Group / Zumbuhl
Location: Oehler Road & Airport Heights Street
Soldotna Area

Motion to grant preliminary approval passed by unanimous vote (4-Yes)

Motion to grant the exception request to grant the exception request to KPB 20.30.030(A) – Propose Street Layout failed by unanimous vote (4-No)

2. Bay Ridge Estates Caron Addition; KPB File 2024-135
Fineline Surveys / Caron
Location: Diamond Ridge Road
Diamond Ridge Area / Kachemak Bay APC

Motion to grant preliminary approval passed by unanimous vote (4-Yes)

Motion to grant the exception request to KPB 20.30.190 – Lot Dimension, passed by unanimous vote (4-Yes)

3. Sumpter Subdivision 2024 Replat; KPB File 2024-132
Johnson Surveying / Hubbard
Location: Gene Autry Avenue & Marilee Street
Sterling Area

Motion to grant preliminary approval passed by unanimous vote (4-Yes)

4. McGahan Ridge Subdivision No. 2; KPB File 2024-134
Johnson Surveying / McGahan
Terry Rae Avenue & Leah Street
Nikiski Area / Nikiski APC

Motion to grant preliminary approval passed by unanimous vote (4-Yes)

Motion to grant the exception request to KPB 20.30.030 – Proposed Street Layout, passed by unanimous vote (4-Yes)

Motion to grant the exception request to KPB 20.30.170 – Block Length Requirements, passed by unanimous vote (4-Yes)

5. Bridge Creek Coop. Subdivision 2024 Replat; KPB File 2024-133 (*Consent Agenda*)
Seabright Survey & Design / Farmwald, City of Homer
Location: Arnold Avenue & Mae Street
Diamond Ridge Area

Motion to grant preliminary approval passed by unanimous vote (4-Yes)

6. Alpine Meadows No. 3 2025 Swanson Replat; KPB File 2024-138
Seabright Survey & Design / Swanson
Location: Alpine Meadows Drive & Iris Meadows Street
Fritz Creek Area / Kachemak Bay APC

Motion to grant preliminary approval passed by unanimous vote (4-Yes)

7. FBO Subdivision 2024 Addition; KPB File 2024-137
Edge Survey & Design / City of Kenai
Location: North Willow Street
City of Kenai

Motion to grant preliminary approval passed by unanimous vote (4-Yes)

8. Moose Range Meadows South Addition 1 Jenkins Replat; KPB File 2024-140
Edge Survey & Design / Jenkins
Location: Bayberry Street & Sacaloff Drive
Funny River Area

Motion to grant preliminary approval passed by unanimous vote (4-Yes)

9. Mertz Kenai River Subdivision Lucia Replat; KPB File 2024-141
Edge Survey & Design / Lucia
Location: Anna Lane & Bonanza Way
Sterling Area

Motion to grant preliminary approval passed by unanimous vote (4-Yes)

Motion to grant the exception request to KPB 20.30.120 – Street Width Requirements, passed by unanimous vote (4-Yes)

F. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

(3 MINUTES PER SPEAKER)

G. ADJOURNMENT

MISCELLANEOUS INFORMATIONAL ITEMS

NEXT REGULARLY SCHEDULED PLAT COMMITTEE MEETING

The next regularly scheduled Plat Committee meeting will be held **Monday, January 27, 2025** in the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 North Binkley Street, Soldotna, Alaska at **5:30 p.m.**

CONTACT INFORMATION

KENAI PENINSULA BOROUGH PLANNING DEPARTMENT

Phone: 907-714-2215 / Toll free within the Borough 1-800-478-4441, extension 2215

Fax: 907-714-2378

e-mail address: planning@kpb.us

website: <http://www.kpb.us/planning-dept/planning-home>

A party of record may file an appeal of a decision of the Planning Commission in accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances. An appeal must be filed with the Borough Clerk within 15 days of the notice of decision, using the proper forms, and be accompanied by the filing and records preparation fees.



January 13, 2025 – 7:30 PM

Action Agenda

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building and Through

Jeremy Brantley, Chair
Sterling/Funny River
Term Expires 2024

Pamela Gillham, Vice Chair
Kalifornsky / Kaslof District
Term Expires 2026

Virginia Morgan
Cooper Landing / Hope
Eastern Peninsula District
Term Expires 2025

Diane Fikes
City of Kenai
Term Expires 2025

Paul Whitney
City of Soldotna
Term Expires 2027

Franco Venuti
City of Homer
Term Expires 2025

Vacant
City of Seward
Term Expires 2026

Jeffrey Epperheimer
Nikiski District
Term Expires 2026

Dawson Slaughter
South Peninsula District
Term Expires 2025

ZOOM MEETING DETAILS

Remote participation will be available through Zoom, or other audio or video means, wherever technically feasible

Zoom Meeting Link: <https://us06web.zoom.us/j/9077142200>

Zoom Toll Free Phone Numbers: 888-788-0099 or 877-853-5247

Zoom Meeting ID: 907 714 2200

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA AND CONSENT AGENDA

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

ACTION ITEMS CURRENTLY ON CONSENT AGENDA:

- *1. Time Extension Request – None
- *2. Planning Commission Resolutions – None
- *3. Plats Granted Administrative Approval
 - a. Airport Subdivision 2023 Replat; KPB File 2024-008
 - b. Atwood Homestead Estates; KPB File 2024-078
 - c. Burgin Subdivision; KPB File 2024-070
 - d. Cameron Subdivision; KPB File 2022-162
 - e. Caribou Crossing Subdivision; KPB File 2024-054
 - f. Clark Subdivision & Fritz Creek Acres Huyck 2024 Replat; KPB File 2024-036
 - g. Deitz Home Estates No. 5 Skinner 2023 Replat; KPB File 2023-096
 - h. Detling Homestead No. 3; KPB File 2024-047
 - i. Diamond View Estates 2024; KPB File 2024-040
 - j. Eagle Ridge Estates Part 3 2023 Replat; KPB File 2023-138
 - k. Fair Ridge Subdivision Part 7; KPB File 2024-055R1
 - l. Fort Raymond Subdivision Replat Number 6; KPB File 2023-109
 - m. Kaslof Alaska Subdivision 2023 Replat; KPB File 2023-147
 - n. Moose Range Meadows Bahr Replat; KPB File 2024-059

- o. Ninilchik River Estates Wilson 2023 Addition; KPB File 2023-124R1
- p. O'Rourke Subdivision Matranga Addition; KPB File 2022-124
- q. Owl Perch Subdivision; KPB File 2024-049
- r. Peaceful Acres Redwine Addition; KPB File 2023-122
- s. Quartz Creek Subdivision Wilkes Addition; KPB File 2024-053
- t. Red Boat Subdivision; KPB File 2022-150
- u. Sagerser Subdivision Trinity Center Replat; KPB File 2024-067
- v. Scenic View No. 6 Lovett 2024 Replat; KPB File 2024-079
- w. Seward Original Townsite Verhey Replat; KPB File 2023-108
- x. Shoreline Heights 2014 Addition Phase 1 Bowlin Replat; KPB File 2024-063
- y. Stream Hill Park 2018 Replat; KPB File 2018-129
- z. Tatum Denise Subdivision Derks Lake Addition; KPB File 2022-155R1
- aa. Tatum Denise Sub. Phase 1 Derks Lake Road SLEV; KPB File 2021-123V
- bb. Waterfront Tracts Resubdivision; KPB File 2023-104

***4. Plats Granted Final Approval - None**

***5. Plat Amendment Request – None**

***6. Commissioner Excused Absences**

- a. Virginia Morgan, Cooper Landing, Hope, Eastern Peninsula District
- b. City of Seward – Vacant

***7. Minutes**

- a. December 16, 2024 PC Meeting Minutes

Motion to approve the consent & regular agendas passed by unanimous vote (7-Yes, 1- Absent).

D. UNFINISHED BUSINESS - None

E. NEW BUSINESS

Public Hearing: Legislative Matters

- 1. Resolution 2025-__: A Resolution Authorizing the Borough to Enter Into a New Two-Year Lease Agreement with a Month-to-Month Renewal Option with TKC, LLC for the Occupancy of Commercial Office Space Necessary for Continued Daily Operations of the Kenai Peninsula Borough Risk Management Department

Motion to forward to the Assembly a recommendation to adopt the above Resolution, passed by unanimous vote (7-Yes, 1-Absent)

Public Hearing: Quasi-Judicial Matters (*Commission members may not receive or engage in ex-parte contact with the applicant, other parties interested in the application, or members of the public concerning the application or issues presented in the application*)

- 2. Right-Of-Way Vacation; KPB File 2024-133V
Seabright Surveying / Farmwald, City of Homer
Request: Vacates the entire Farmwald Circle right-of-way granted by Bridge Creek Cooperative Subdivision, Plat HM 81-5
City of Homer

Motion to grant the vacation as petitioned passed by unanimous vote (7-Yes, 1-Absent)

3. Right-Of-Way Vacation; KPB File 2024-131V
Seabright Surveying / Doyon Tourism & Doyon Limited
Request: Vacates a portion of B Street & associated utility easements south of Bay Avenue, granted by Bay View Subdivision, Plat HM 839
City of Homer

Motion to grant the vacation as petitioned passed by unanimous vote (7-Yes, 1-Absent)

F. PLAT COMMITTEE REPORT – The plat committee will review 9 plats

G. OTHER

1. Planning Commission Training: Quasi-Judicial Matters (1/27/25 5:30 PM)

H. PRESENTATIONS/PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA (3 MINUTES PER SPEAKER)

I. DIRECTOR'S COMMENTS

J. COMMISSIONER COMMENTS

K. ADJOURNMENT

MISCELLANEOUS INFORMATIONAL ITEMS

NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING

The next regularly scheduled Planning Commission meeting will be held **Monday, January 27, 2025** in the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 North Binkley Street, Soldotna, Alaska at **7:30 p.m.**

CONTACT INFORMATION

KENAI PENINSULA BOROUGH PLANNING DEPARTMENT

Phone: 907-714-2215 / Toll free within the Borough 1-800-478-4441, extension 2215

e-mail address: planning@kpb.us

website: <http://www.kpb.us/planning-dept/planning-home>

A party of record may file an appeal of a decision of the Planning Commission in accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances. An appeal must be filed with the Borough Clerk within 15 days of the notice of decision, using the proper forms, and be accompanied by the filing and records preparation fees.

Vacations of rights-of-way, public areas, or public easements outside city limits cannot be made without the consent of the borough assembly. Vacations within city limits cannot be made without the consent of the city council. The assembly or city council shall have 30 calendar days from the date of approval in which to veto the planning commission decision. If no veto is received within the specified period, it shall be considered that consent was given.

A denial of a vacation is a final act for which the Kenai Peninsula Borough shall give no further consideration. Upon denial, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.



Kenai City Council - Regular Meeting

January 15, 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

1. Kenai Tourism and Marketing Report, Inger Deede and John Papendieck, Agnew::Beck Consulting.

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

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. 3446-2024** - Accepting and Appropriating a Grant from the Alaska Food Coalition to the Kenai Senior Center. (Administration).
2. **ENACTED UNANIMOUSLY. Ordinance No. 3447-2025** - Accepting and Appropriating a Grant from the State of Alaska, Division of Senior and Disabilities Services to the Kenai Senior Center for Disaster Emergency Planning and Preparation. (Administration) [KMC 1.15.070(d)]
 1. Motion for Introduction
 2. Motion for Second Reading (Requires a Unanimous Vote)
 3. Motion for Enactment (Requires Five Affirmative Votes)
3. **ADOPTED UNANIMOUSLY. Resolution No. 2025-01** - Authorizing the City Manager to Enter into a Restaurant Concession Agreement for the Kenai Municipal Airport. (Administration)
4. **ADOPTED UNANIMOUSLY. Resolution No. 2025-02** - Authorizing a Budget Transfer in the Municipal Roadway Improvements Capital Project Fund of Remaining Balances from Completed Projects to a New Project for City Dock Float Replacement and Concrete Ramp Repairs. (Administration)

5. **ADOPTED UNANIMOUSLY. Resolution No. 2025-03** - Amending the Authorized Staffing Table by Adding a Part-Time Administrative Assistant I Position to the Police Department. (Administration)
6. **ADOPTED UNANIMOUSLY. Resolution No. 2025-04** - Adopting Goals to Guide the Preparation of the Fiscal Year 2026 Annual Budget. (Administration)
7. **ADOPTED; RECONSIDERED; ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2025-05** - Authorizing a Contract Award to Supply Microsoft Enterprise Agreements. (Administration)
8. **ADOPTED UNANIMOUSLY AS AMENDED. Resolution No. 2025-06** - Adopting the City's Capital Improvement Plan for Fiscal Years 2026-2030. (Administration)
9. **ADOPTED WITHOUT OBJECTION. Resolution No. 2025-07** - Requesting the Governor of the State of Alaska Designate by Proclamation the Area of the Upper Cook Inlet East Side Set Net Fishery as an Area Impacted by an Economic Disaster in 2024 and Supporting a Recovery Plan. (Askin)

F. MINUTES

1. *Regular Meeting of December 18, 2024. (City Clerk)

G. UNFINISHED BUSINESS

1. **ENACTED UNANIMOUSLY AS AMENDED. Ordinance No. 3445-2024** - Increasing Estimated Revenues and Appropriation in the Kenai City Municipal Roadway Improvement Capital Project Funds to Transfer Residual Balance from Completed Projects Back to Their Original Funding Sources, and Increasing Estimated Revenues and Appropriation in the Kenai City Water & Sewer, Public Safety, and Airport Improvements Capital Project Funds to Fully Fund Projects Approved in the FY2025 Budget. (Administration) *[On 12/18/24 this item was postponed to 01/15/25]*

H. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Action/Approval** - Non-Objection to Renewal of a Club Liquor License for Kenai Elks Lodge #2425 DBA Kenai Elks Lodge #2425 - License No. 5644. (City Clerk)
3. ***Action/Approval** - Non-Objection to Renewal of a Restaurant/Eating Place Liquor License Jersey Subs AK LLC DBA Jersey Subs - License No. 5900. (City Clerk)
4. ***Action/Approval** - Council Confirmation of Mayoral Nomination of Dominick Sarte to the Harbor Commission. (Gabriel)
5. ***Action/Approval** - Council Confirmation of Mayoral Nominations of Marti Pepper and Bridget Grieme to the Parks and Recreation Commission. (Gabriel)
6. ***Ordinance No. 3448-2025** - Amending Kenai Municipal Code Section 14.22.010 - Land Use Table, to Allow Airports as a Principal Permitted Use in the Airport Light Industrial Zone. (Administration)
7. **SCHEDULED FOR 2/5/2025 AT 5:30 P.M. Discussion/Action** - Scheduling a Board of Adjustment Meeting for the Purpose of Approving Hearing Minutes. (City Clerk)

I. COMMISSION REPORTS

1. Council on Aging Commission
 - Council on Aging Commission 2024 Annual Report
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

1. City Clerk Contract Renewal Discussion and Negotiation. *[AS 44.62.310 (c)(1)(2) May be a subject that tends to prejudice the reputation and character of the City Clerk and is a matter of which the immediate knowledge may have an adverse effect upon the Finance of the City.]*
 - a. **Action/Approval** - Council Action Related to the City Clerk Contract Renewal.

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/G79hUieRSGq02IBgbNKOxA>

MEMORANDUM

TO: Planning and Zoning Commission

THROUGH: Kevin Buettner, Planning Director

FROM: Beth McDonald, Administrative Assistant

DATE: January 22, 2025

SUBJECT: **Requested Information for the Conditional Use Permits for 701 N. Forest Dr, Aspen Creek Assisted Living Facility**

At the regular Planning and Zoning Commission Meeting on January 8, 2025, Commissioner Petty requested copies of the Conditional use Permits for Aspen Creek Assisted Living Facility be included as additional information in preparation for a future public hearing.

The following resolutions are attached:

- Resolution PZ2012-22: Conditional Use Permit to Clint Hall, for Assisted Living Facility – Building 1
- Resolution PZ2015-24: Conditional Use Permit to Clint Hall for Assisted Living Facility – Building 2
- Resolution PZ2023-05: Amendment to the CUP to Aspen Creek/Douglas Clegg, to allow the expansion of the facility, connecting buildings 1 and 2
- Resolution PZ2023-18: Granting a modification to PZ2023-05 to Aspen Creek/Douglas Clegg to reduce the width of the ROW easement to/from Ponderosa Street from 60 ft width to 30 ft width.
- And 2023-CTR-4: CUP Transfer from Brooks Holding LLC and Miriam, LLC to Aspen Creek Kenai Property, LLC.



"Village with a Past, City with a Future"

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Telephone: 907-283-7535 / Fax: 907-283-3014
www.ci.kenai.ak.us

**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ12-22
CONDITIONAL USE PERMIT**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI
GRANTING A REQUEST FOR A CONDITIONAL USE PERMIT TO:

NAME: Clint Hall

USE: Assisted Living Facility

LOCATED: 701 North Forest Drive – Tract 37, Killen Estates Addition No. 1
(Street Address/Legal Description)

KENAI PENINSULA BOROUGH PARCEL NO: 04321015

WHEREAS, the Commission finds:

1. That an application meeting the requirements of Section 14.20.150 has been submitted and received on: July 5, 2012
2. This request is on land zoned: RS – Suburban Residential
3. That the applicant has demonstrated with plans and other documents that they can and will meet the following specific requirements and conditions in addition to existing requirements:
 - a. Facility be licensed by the State of Alaska and managed in compliance with State licensing requirements.
4. That the Commission conducted a duly advertised public hearing as required by KMC 14.20.280 on: August 8, 2012.
5. Applicant must comply with all Federal, State, and local regulations.

NOW, THEREFORE, BE IT RESOLVED, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI THAT THE APPLICANT **HAS DEMONSTRATED THAT THE PROPOSED ASSISTED LIVING FACILITY MEETS THE CONDITIONS REQUIRED FOR SAID OPERATION AND THEREFORE THE COMMISSION DOES AUTHORIZE THE ADMINISTRATIVE OFFICIAL TO ISSUE THE APPROPRIATE PERMIT.**

**PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI,
ALASKA, AUGUST 8, 2012.**

CHAIRPERSON: [Signature]

ATTEST: [Signature]



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**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ15-24
CONDITIONAL USE PERMIT**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI **GRANTING** A REQUEST FOR A CONDITIONAL USE PERMIT TO:

NAME: Clint Hall

USE: Assisted Living Facility

LOCATED: 707 North Forest Drive – Tract 36, Killen Estates Addition No. 1 (to be known as Tract 36A, Killen Estates 2014 Replat when plat is recorded)

(Street Address/Legal Description)

KENAI PENINSULA BOROUGH PARCEL NO: 04321014

WHEREAS, the Commission finds:

1. That an application meeting the requirements of Section 14.20.150 has been submitted and received on: July 29, 2015
2. This request is on land zoned: RS – Suburban Residential
3. That the applicant has demonstrated with plans and other documents that they can and will meet the following specific requirements and conditions in addition to existing requirements:
 - a. Prior to issuance of the Certificate of Occupancy, the applicant must provide the City of Kenai with a recorded copy of the Plat of Killen Estates 2014 replat.
 - b. Facility by the State of Alaska and managed in compliance with State licensing requirement.
4. That the Commission conducted a duly advertised public hearing as required by KMC 14.20.280 on August 26, 2015.
5. Applicant must comply with all Federal, State, and local regulations.

NOW, THEREFORE, BE IT RESOLVED, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI THAT THE APPLICANT **HAS** DEMONSTRATED THAT THE PROPOSED **ASSISTED LIVING FACILITY** MEETS THE CONDITIONS REQUIRED FOR SAID OPERATION AND THEREFORE THE COMMISSION **DOES** AUTHORIZE THE ADMINISTRATIVE OFFICIAL TO ISSUE THE APPROPRIATE PERMIT.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, ON THE 26TH DAY OF AUGUST, 2015.

CHAIRPERSON:


Jeff Twait, Chairperson

ATTEST:


Sandra Modigh, City Clerk





**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2023-05**

A RESOLUTION **GRANTING** AN AMENDMENT TO CONDITIONAL USE PERMITS FOR AN ASSISTED LIVING FACILITY.

APPLICANT: Aspen Creek Kenai LLC
c/o Douglas Clegg

PROPERTY ADDRESS: 701 N. Forest Drive

LEGAL DESCRIPTION: Tract 36A of Killen Estates 2014 Replat

KENAI PENINSULA BOROUGH PARCEL NUMBER: 04321030

WHEREAS, a complete application meeting the requirements of Kenai Municipal Code 14.20.150 was submitted to the City on January 19, 2023; and,

WHEREAS, the applicant has demonstrated that the prerequisites of a Conditional Use Permit have been met pursuant to Kenai Municipal Code 14.20.150; and,

WHEREAS, the City of Kenai Planning and Zoning Commission conducted a duly advertised public hearing on March 22, 2023, following requirements outlined in Kenai Municipal Code 14.20.280 for public hearings and notifications.

WHEREAS, the Planning and Zoning Commission finds:

1. *KMC 14.20.150(d)(1) The use is consistent with the purpose of this chapter and the purposes and intent of the zoning district;*

Findings The proposed expansion is consistent with the purpose of the Kenai Zoning Code and Land Use Table. The land use table indicates an assisted living facility is a conditional use; therefore, a conditional use permit may be granted for an assisted living facility.

*The RS Zone is intended to provide for medium density residential development in areas which will be provided with common utility systems.
The specific intent in establishing this zone is:*

- (1) To separate residential structures to an extent which will allow for adequate light, air, and privacy;*
- (2) To prohibit uses which would:*

(A) Violate the residential character of the environment;

(B) Generate heavy traffic in predominantly residential areas.

The proposed addition will expand the operation of the assisted living facilities with approved CUPs. There should be minimal traffic generated by the proposed addition. The proposal includes a landscape plan that will provide a separation from adjoining properties and will not violate the residential character of the area.

2. *KMC 14.20.150(d)(2) The economic and noneconomic value of the adjoining property and neighborhood will not be significantly impaired;*

Findings: The economic and noneconomic value of adjacent properties would not be significantly impacted by this change. A landscaping/site plan has been submitted and will be reviewed by Planning staff for compliance. Site plan review will require an orderly and safe development as well as landscaping to provide an attractive and functional separation/screening between uses. The proposed access from Ponderosa Road may increase traffic along Ponderosa Road but it is not anticipated that the proposed expansion to an assisted living facility would generate heavy traffic. The development of the paved right-of-way easement for access via Ponderosa Road may increase the development potential of the adjacent vacant lot.

3. *KMC 14.20.150(d)(3) The proposed use is in harmony with the Comprehensive Plan;*

Findings: The Land Use Plan, from the 2016 Comprehensive Plan, identifies the subject property with the Suburban Residential (SR) land use classification. The SR Land Use Classification is defined in the Comprehensive Plan:

Suburban Residential is intended for single-family and multi-family residential uses that are urban or suburban in character. The area will typically be developed at a higher density; lots are typically smaller; and, public water and sewer services are required or planned. Some developments may be required to construct streets to a paved standard and larger subdivisions may be required to provide sidewalks and public areas. Parks and open space land uses may be considered appropriate.

This property is located off of North Forest Drive, a collector street, which provides access to multiple neighborhoods. To the south of the development are Northgate Subdivision and the Church of the Latter Day Saints. The property to the north is undeveloped. Woodland Subdivision is located across North Forest Drive. There are several institutional uses along Forest Drive that complements the existing and surrounding uses.

In Imagine Kenai 2030 Comprehensive Plan, Chapter 6, "Goals, Objectives, and Implementation", several goals and objectives are met from the proposed expansion.

Goal 1 – Quality of Life is to promote and encourage quality of life in Kenai.

Objective Q-1

Establish siting and design standards so that development is in harmony and scale with surrounding uses.

Goal 3 – Land Use is to develop land use strategies to implement a forward-looking approach to community growth and development.

Goal 5 – Provide transportation systems that are efficient and adequate to serve the regional needs of the community.

Objective T-5

Transportation improvements needed to serve new developments shall be in place at the time new development impacts occur.

4. *KMC 14.20.150(d)(4) Public services and facilities are adequate to serve the proposed use;*

Findings: City water and sewer are available to serve the proposed addition. There are adequate public services and facilities to serve the proposed expansion. North Forest is a paved and City-maintained road. Access will also be provided from Ponderosa Road, which will require a minimum 60-foot right-of-way easement on the adjacent property to meet city standards.

5. *KMC 14.150(d)(5) The proposed use will not be harmful to the public safety, health or welfare;*

Findings: An assisted living facility will not be harmful to public safety, health, or welfare. The proposed expansion does not change the existing use. The proposal provides a surplus of parking spaces and adequate landscaping that will minimize the impact to the surrounding area. The proposed addition will not negatively affect the public safety, health or welfare.

6. *KMC 14.150(d)(6) Any and all specific conditions deemed necessary by the Commission to fulfill the above-mentioned conditions should be met by the applicant. These may include, but are not limited to, measures relative to access, screening, site development, building design, operation of the use and other similar aspects related to the proposed use.*

Findings: To minimize impact on adjacent properties with the proposed one-way access, the following conditions are added.

- Maintain a safe and clear passage of the 10-foot vehicle access so it remains free of obstruction and obstacles created by snow removal or the depositing of snow. Snow removal must not be pushed onto another property.
- Prior to building permit issuance, provide an as-built survey to Planning & Zoning Department for verification that a minimum of 20 feet width for vehicular access and buffer are provided between the south building façade and the south property line.

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

Section 1. That an amendment to the conditional use permits is granted to Aspen Creek Kenai LLC for the expansion of the assisted living facility on the property described as Tract 36A of Killen Estates 2014 Replat, and located at 701 N. Forest Drive.

Section 2. That the amendment to the conditional use permits is subject to the original conditions in CUPs (Resolution Nos. PZ12-22 and PZ15-24) and the following conditions:

1. Any development or use of the property shall comply with all applicable Federal, State of Alaska, and City regulations regardless of whether or not the requirements are listed as conditions for the approval of the Conditional Use Permit.
2. Upon request, the applicant or applicant's representative shall meet with City staff for an on-site inspection.
3. Obtain a minimum 60-foot right of way easement on the adjacent property for ingress and egress from/to Ponderosa Street.
4. Prior to building permit issuance, a landscape/site plan must be reviewed and approved by the Planning and Zoning Department.
5. Maintain a safe and clear passage of the 10-foot vehicle access so it remains free of obstruction and obstacles created by snow removal or the depositing of snow. Snow removal must not be pushed onto another property.
6. Prior to building permit issuance, provide an as-built survey to Planning & Zoning Department for verification that a minimum of 20 feet width for vehicular access and buffer are provided between the south building façade and the south property line.
7. Applicant must obtain a sign permit for the proposed monument sign.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,
THIS 22ND DAY OF MARCH, 2023.



JEFF TWAIT, CHAIRPERSON

ATTEST:



Meghan Thibodeau, Deputy City Clerk



**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION PZ2023-18**

A RESOLUTION **GRANTING** A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR AN ASSISTED LIVING FACILITY.

APPLICANT: Aspen Creek Kenai Property, LLC
c/o Douglas Clegg

PROPERTY ADDRESS: 701 N. Forest Drive

LEGAL DESCRIPTION: Tract 36A of Killen Estates 2014 Replat

KENAI PENINSULA BOROUGH PARCEL NUMBER: 04321030

WHEREAS, a request to modify a condition listed in Resolution PZ2023-05 was submitted to Planning staff on September 15, 2023; and,

WHEREAS, the applicant has demonstrated that the prerequisites of a Conditional Use Permit have been met pursuant to Kenai Municipal Code 14.20.150; and,

WHEREAS, the City of Kenai Planning and Zoning Commission conducted a duly advertised public hearing on September 20, 2023, following requirements outlined in Kenai Municipal Code 14.20.280 for public hearings and notifications.

WHEREAS, the Planning and Zoning Commission finds:

1. *KMC 14.20.150(d)(1) The use is consistent with the purpose of this chapter and the purposes and intent of the zoning district;*

Findings: There is no change in use. The use remains consistent with the purpose of the Kenai Zoning Code and intent of the Suburban Residential (RS) zoning district. The land use table indicates an assisted living facility is a conditional use and several CUPs have been granted for the assisted living facility.

The RS Zone is intended to provide for medium density residential development in areas which will be provided with common utility systems. The specific intent in establishing this zone is:

- (1) *To separate residential structures to an extent which will allow for adequate light, air, and privacy;*

- (2) *To prohibit uses which would:*

- (A) *Violate the residential character of the environment;*

(B) Generate heavy traffic in predominantly residential areas.

The requested modification to reduce the width of the ROW easement to/from Ponderosa Street is not anticipated to increase vehicular traffic in the surrounding neighborhood. The easement access to/from Ponderosa Street is primarily intended to provide emergency access and vendor deliveries. A one-way access off of North Forest Drive is provided to minimize vehicular traffic off Ponderosa Street from employees and additional visitors.

2. *KMC 14.20.150(d)(2) The economic and noneconomic value of the adjoining property and neighborhood will not be significantly impaired;*

Findings: The economic and noneconomic value of adjacent properties will not be significantly impacted by the modification. A landscaping/site plan has been approved by Planning staff. The reduced easement access width to/from Ponderosa Street is not anticipated to increase traffic along Ponderosa Street. The applicant is proposing to construct a minimum 24-foot paved ROW easement for access via Ponderosa Street, which will provide adequate access for EMS.

3. *KMC 14.20.150(d)(3) The proposed use is in harmony with the Comprehensive Plan;*

Findings: The use is not changing. The use will continue to be consistent and compatible with the Comprehensive Plan. The Land Use Plan, from the 2016 Comprehensive Plan, identifies the subject property with the Suburban Residential (SR) land use classification. The SR Land Use Classification is defined in the Comprehensive Plan:

Suburban Residential is intended for single-family and multi-family residential uses that are urban or suburban in character. The area will typically be developed at a higher density; lots are typically smaller; and, public water and sewer services are required or planned. Some developments may be required to construct streets to a paved standard and larger subdivisions may be required to provide sidewalks and public areas. Parks and open space land uses may be considered appropriate.

In Imagine Kenai 2030 Comprehensive Plan, Chapter 6, "Goals, Objectives, and Implementation", several goals and objectives are met from the proposed expansion.

Goal 1 – Quality of Life is to promote and encourage quality of life in Kenai.

Objective Q-1

Establish siting and design standards so that development is in harmony and scale with surrounding uses.

Goal 3 – Land Use is to develop land use strategies to implement a forward-looking approach to community growth and development.

Goal 5 – Provide transportation systems that are efficient and adequate to serve the regional needs of the community.

Objective T-5

Transportation improvements needed to serve new developments shall be in place at the time new development impacts occur.

4. *KMC 14.20.150(d)(4) Public services and facilities are adequate to serve the proposed use;*

Findings: There is no change in use. City water and sewer services are available to serve the subject property. North Forest Drive is a paved and City-maintained road. Access will also be provided via the ROW easement to/from Ponderosa Street, which will be reduced to a minimum 30-foot ROW easement on the adjacent property and subject to meeting city standards.

5. *KMC 14.150(d)(5) The proposed use will not be harmful to the public safety, health or welfare;*

Findings: There is no change in use. The modification will not be harmful to public safety, health, or welfare. The modification will provide adequate access for EMS, which promotes public safety by providing additional access.

6. *KMC 14.150(d)(6) Any and all specific conditions deemed necessary by the Commission to fulfill the above-mentioned conditions should be met by the applicant. These may include, but are not limited to, measures relative to access, screening, site development, building design, operation of the use and other similar aspects related to the proposed use.*

Findings: Additional or specific conditions are not necessary to address the above-mentioned criteria.

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

Section 1. That a modification to condition 3 listed in Resolution PZ2023-05 to obtain a 60-foot right-of-way easement is reduced to a 30-foot in width right-of-way easement is granted for a conditional use permit to expand the assisted living facility on the property described as Tract 36A of Killen Estates 2014 Replat, and located at 701 N. Forest Drive.

Section 2. That the modification to the conditional use permit is subject to the conditions in CUPs (Resolutions PZ12-22, PZ15-24, and PZ2023-05) and the following condition:

1. Obtain a minimum 30-foot in width right of way easement on the adjacent property for ingress and egress from/to Ponderosa Street.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, THIS 27TH DAY OF SEPTEMBER, 2023.


JEFF TWAIT, CHAIRPERSON

ATTEST:


Meghan Thibodeau, Deputy City Clerk



STAFF REPORT

PLANNING & ZONING DEPARTMENT

TO: Planning and Zoning Commission
FROM: Linda Mitchell, Planning Director
DATE: September 26, 2023
SUBJECT: Resolution PZ2023-18 – Conditional Use Permit Modification – Assisted Living Facility Expansion

Request The applicant is requesting to modify a condition listed in Resolution PZ2023-05 for the expansion of the assisted living facility.

Staff Recommendation Adopt Resolution PZ2023-18 approving a modification of a condition listed in Resolution PZ2023-05 for a Conditional Use Permit to expand the assisted living facility.

Applicant	Aspen Creek Kenai Property, LLC c/o Douglas Clegg
Property Owner	Aspen Creek Kenai Property, LLC
Legal Description	Tract 36A of Killen Estates 2014 Replat
Property Address	701 N. Forest Drive
KPB Parcel No.	04321030
Lot Size	Approximately 4.64 acres (202,118 square feet)
Zoning	Suburban Residential (SR)
Current Use	Assisted Living Facility
Land Use Plan	Suburban Residential

SUMMARY

The subject property was granted Conditional Use Permits (CUPs) for an assisted living facility (Resolution PZ12-22 for Building 1; Resolution PZ15-24 for Building 2; Resolution PZ2023-05 for an expansion to connect Buildings 1 and 2) on a property described as Tract 36A, Killen Estates 2014 Replat located at 701 N. Forest Drive in the Suburban Residential (RS) zoning district.

On March 22, 2023, Planning and Zoning Commission granted an amendment to the conditional use permit (CUP) to expand the assisted living facility by connecting buildings 1 and 2. The applicant is requesting to modify condition 3 listed in Resolution PZ2023-05, which requires the applicant to obtain a minimum 60-foot right of way (ROW) easement on the adjacent property for ingress and egress from/to Ponderosa Street. The modification will reduce the ROW easement width to/from Ponderosa Street from 60 feet to 30 feet. According to the applicant, the acquisition of the additional ROW easement width has been challenging with the adjacent property owner; therefore, the applicant is seeking a reduction of the ROW easement width to ensure the construction for the expansion can move forward. Access to/from Ponderosa Street via a ROW easement is necessary to provide additional access for emergency medical services (EMS).

ANALYSIS

Pursuant to KMC 14.20.150(a), the intent of a conditional use permit is to allow some uses that may be compatible with the designated principal uses in specific zoning districts provided certain conditions are met. Prior to granting a conditional use permit or amendments, the Commission shall determine that the identified criteria as outlined in KMC 14.20.150(e) *Conditional Use Permits Review Criteria* are met.

Criteria 1: The use is consistent with the purpose of this chapter and the purposes and intent of the zoning district.

Findings: There is no change in use. The use remains consistent with the purpose of the Kenai Zoning Code and intent of the Suburban Residential (RS) zoning district. The land use table indicates an assisted living facility is a conditional use and several CUPs have been granted for the assisted living facility.

The RS Zone is intended to provide for medium density residential development in areas which will be provided with common utility systems. The specific intent in establishing this zone is:

(1) To separate residential structures to an extent which will allow for adequate light, air, and privacy;

(2) To prohibit uses which would:

(A) Violate the residential character of the environment;

(B) Generate heavy traffic in predominantly residential areas.

The requested modification to reduce the width of the ROW easement to/from Ponderosa Street is not anticipated to increase vehicular traffic in the surrounding neighborhood. The easement access to/from Ponderosa Street is primarily intended to provide emergency access and vendor deliveries. A one-way access off of North Forest Drive is provided to minimize vehicular traffic off Ponderosa Street from employees and additional visitors.

Criteria 2: The economic and noneconomic value of the adjoining property and neighborhood will not be significantly impaired.

Findings: The economic and noneconomic value of adjacent properties will not be significantly impacted by the modification. A landscaping/site plan has been approved by

Planning staff. The reduced easement access width to/from Ponderosa Street is not anticipated to increase traffic along Ponderosa Street. The applicant is proposing to construct a minimum 24-foot paved ROW easement for access via Ponderosa Street, which will provide adequate access for EMS.

Criteria 3: The proposed use is in harmony with the Comprehensive Plan.

Findings: The use is not changing. The use will continue to be consistent and compatible with the Comprehensive Plan. The Land Use Plan, from the 2016 Comprehensive Plan, identifies the subject property with the Suburban Residential (SR) land use classification. The SR Land Use Classification is defined in the Comprehensive Plan:

Suburban Residential is intended for single-family and multi-family residential uses that are urban or suburban in character. The area will typically be developed at a higher density; lots are typically smaller; and, public water and sewer services are required or planned. Some developments may be required to construct streets to a paved standard and larger subdivisions may be required to provide sidewalks and public areas. Parks and open space land uses may be considered appropriate.

RELEVANT GOALS

In *Imagine Kenai 2030 Comprehensive Plan*, Chapter 6, "Goals, Objectives, and Implementation", several goals and objectives are met from the proposed expansion.

Goal 1 – Quality of Life is to promote and encourage quality of life in Kenai.

Objective Q-1

Establish siting and design standards so that development is in harmony and scale with surrounding uses.

Goal 3 – Land Use is to develop land use strategies to implement a forward-looking approach to community growth and development.

Goal 5 – Provide transportation systems that are efficient and adequate to serve the regional needs of the community.

Objective T-5

Transportation improvements needed to serve new developments shall be in place at the time new development impacts occur.

Criteria 4: Public services and facilities are adequate to serve the proposed use.

Findings: There is no change in use. City water and sewer services are available to serve the subject property. North Forest Drive is a paved and City-maintained road. Access will also be provided via the ROW easement to/from Ponderosa Street, which will be reduced to a minimum 30-foot ROW easement on the adjacent property and subject to meeting city standards.

Criteria 5: The proposed use will not be harmful to the public safety, health or welfare.

Findings: There is no change in use. The modification will not be harmful to public safety, health, or welfare. The modification will provide adequate access for EMS, which promotes public safety by providing additional access.

Criteria 6: Any and all specific conditions deemed necessary by the Commission to fulfill the above-mentioned conditions. These may include, but are not limited to, measures relative to access, screening, site development, building design, operation of the use and other similar aspects related to the proposed use.

Findings: Additional or specific conditions are not necessary to address the above-mentioned criteria.

PUBLIC NOTICE

Pursuant to Kenai Municipal Code 14.20.280(c) notices of the public hearing for the conditional use modification were mailed to property owners within a three hundred-foot (300') periphery of the subject property. City staff published notice of the public hearing in the *Peninsula Clarion*. City staff submitted an Affidavit of Posting verifying a sign was placed on the parcel with information on the public hearing for the conditional use permit modification request.

No public comments have been received.

STAFF RECOMMENDATION

Staff finds that the requested modification meets the criteria for issuance of a Conditional Use Permit modification as set forth in subsections (e)(1) through (e)(6) of Kenai Municipal Code 14.20.150, and hereby recommends that the Planning and Zoning Commission adopt Resolution PZ2023-18 approving the modification to the Conditional Use Permit, subject to the conditions in CUPs (Resolutions PZ12-22, PZ15-24, and PZ2023-05) and the following condition:

1. Obtain a minimum 30-foot in width right of way easement on the adjacent property for ingress and egress from/to Ponderosa Street.

ATTACHMENTS

Aerial Map
Plans
Resolution PZ2023-05



Resolution PZ2023-18
Conditional Use Permit Modification
701 N. Forest Drive
KPB Parcel ID: 04321030

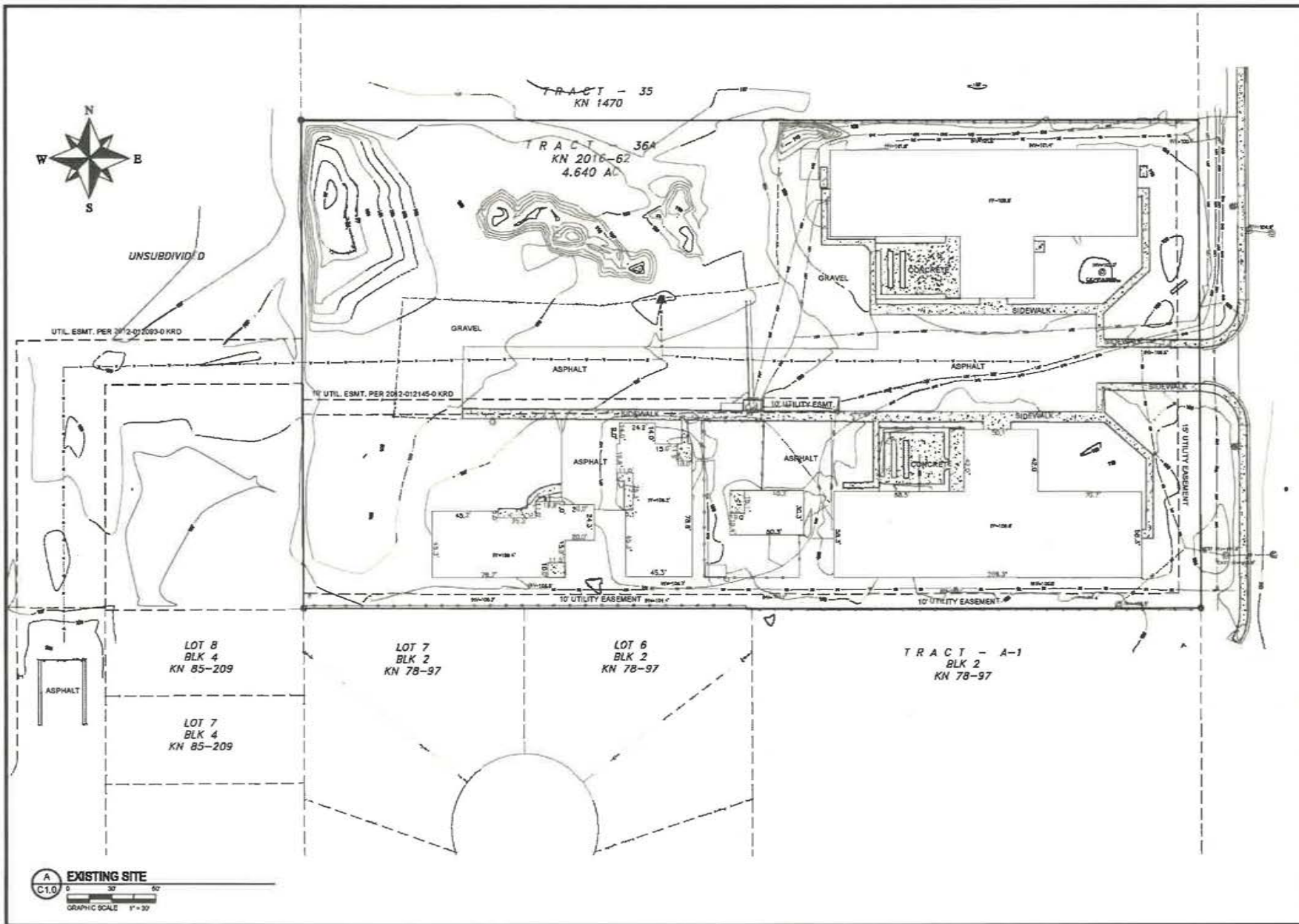


Date Printed: 9/23/2023

Map for Reference Only
NOT A LEGAL DOCUMENT



0 100 200 400 Feet



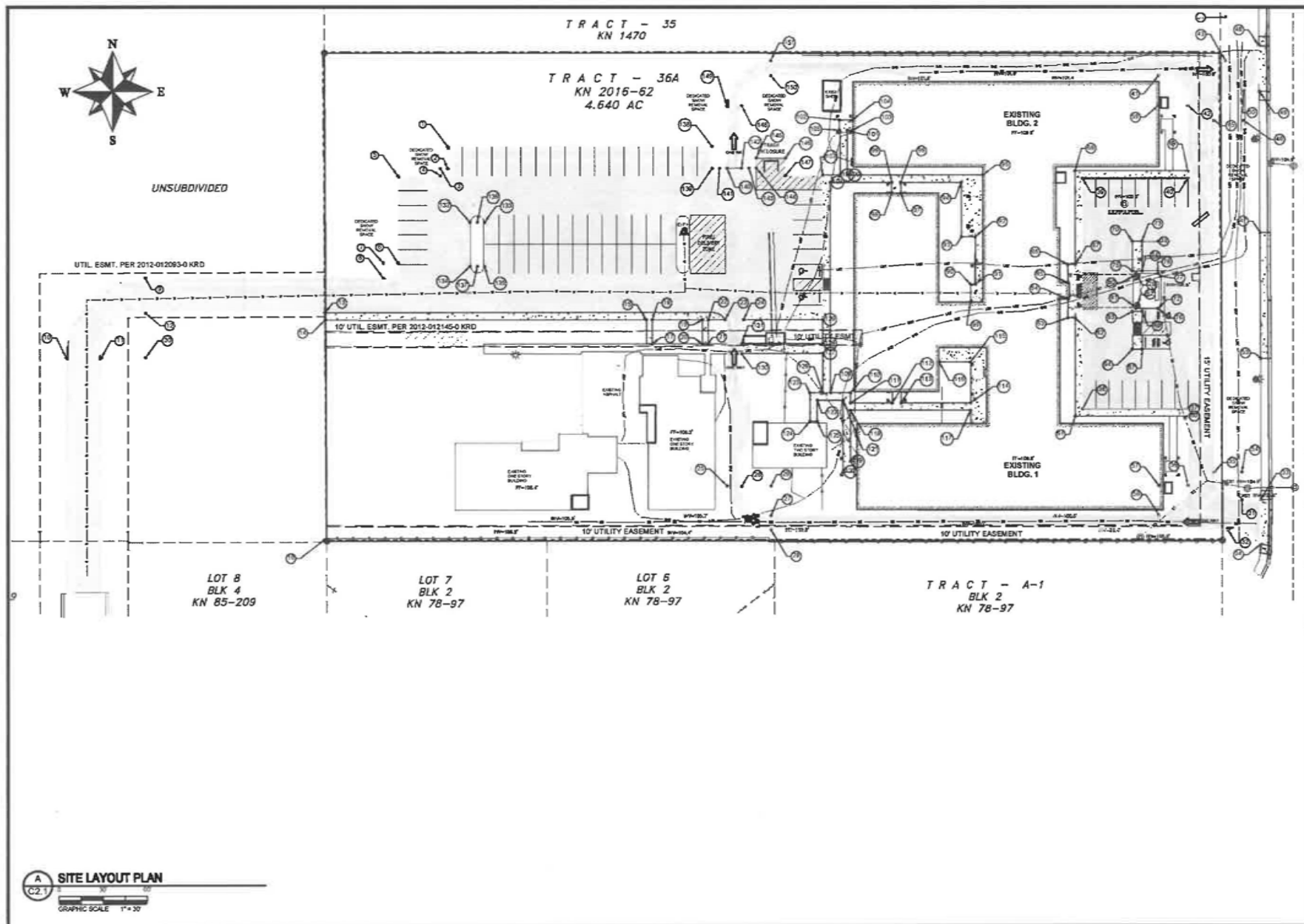
NO.	DATE	REVISIONS
1		
2		
3		
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LARSON ENGINEERING & DESIGN
 CIVIL - STRUCTURAL
 215 FIDALGO AVE STE 203
 KENAI, AK 99611
 PH: (907) 283-1565

ASPEN CREEK KENAI ADDITION
SPRING CREEK ENTERPRISES LLC
 KENAI, ALASKA

SHEET TITLE	EXISTING SITE CONDITIONS
DRAWN BY	BWL
CHECKED BY	BWL
DATE	11/4/23
SCALE	NOTED
JOB NUMBER	2308
SHEET	2 of 10
REVIEW	DOCUMENTS



NO.	DATE	DESCRIPTION
1		
2		
3		
4		
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LARSEN ENGINEERING & DESIGN
 CIVIL/STRUCTURAL
 215 PRALDO AVE STE 203
 KENAI, AK 99611
 PH: (907) 283-1565

ASPEN CREEK KENAI ADDITION
SPRING CREEK ENTERPRISES LLC
 KENAI, ALASKA

SHEET TITLE	SITE LAYOUT PLAN
DRAWN BY:	BWL
CHECKED BY:	BWL
DATE:	11/14/23
SCALE:	NOTED
JOB NUMBER:	2309
SHEET	5 of 10
REVIEW	DOCUMENTS

POINT SCHEDULE

Point #	Nothing	Existing	Description
1	3847.34	9427.13	EP
2	3832.34	9427.13	EP
3	3832.34	9422.13	CENTER OF 5' RADIUS
4	3827.34	9422.13	EP
5	3827.34	9363.13	EP
6	3868.34	9363.13	EP
7	3868.34	9383.13	CENTER OF 5' RADIUS
8	3858.34	9383.13	EP
9	3858.34	9221.47	EP
10	3804.34	9167.47	EP
11	3804.34	9151.47	EP
12	3834.34	9221.47	EP
13	3834.34	9343.56	EP
14	3829.34	9343.56	TC
15	3829.34	9582.22	TC
16	3880.24	9342.72	TC
17	3812.93	9366.22	TC
18	3829.34	9582.22	TC
19	3829.34	9580.47	TC
20	3812.93	9580.47	TC
21	3812.93	9804.47	TC
22	3829.34	9804.47	TC
23	3829.34	9815.79	TC
24	3829.34	9826.47	TC
25	3718.72	9817.13	TC
26	3718.72	9827.13	EP
27	3696.72	9847.13	EP
28	3696.72	9847.13	EP
29	3718.72	9847.13	CENTER OF 20' RADIUS
30	3804.34	9221.47	CENTER OF 30' RADIUS
31	3702.16	9963.09	EP
32	3698.72	9958.67	EP
33	3707.14	9981.17	EP
34	3678.72	9981.09	EP
35	3725.88	9949.29	EP
36	3718.72	9921.39	EP
37	3768.57	9921.39	EP
38	3825.24	9959.39	EP
40	3825.24	9921.39	EP

POINT SCHEDULE

Point #	Nothing	Existing	Description
41	3805.14	9911.39	EP
42	3875.14	9921.39	EP
43	4005.14	9957.04	EP
45	3964.71	9949.39	CENTER OF 30' RADIUS
46	3964.71	9969.39	CENTER OF 30' RADIUS
47	3889.35	9960.51	EP
48	4015.60	9879.87	EP
49	3964.71	9960.07	EP
50	3964.71	9969.39	EP
51	4035.14	9957.08	CENTER OF 30' RADIUS
53	3802.82	9980.87	EP
54	3725.88	9968.09	CENTER OF 20' RADIUS
57	3718.72	9911.39	CENTER OF 20' RADIUS
58	3696.72	9911.39	CENTER OF 20' RADIUS
59	3875.14	9911.39	CENTER OF 20' RADIUS

60	3868.34	9422.13	TC
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147	3868.34	9422.13	TC
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151	3868.34	9422.13	TC

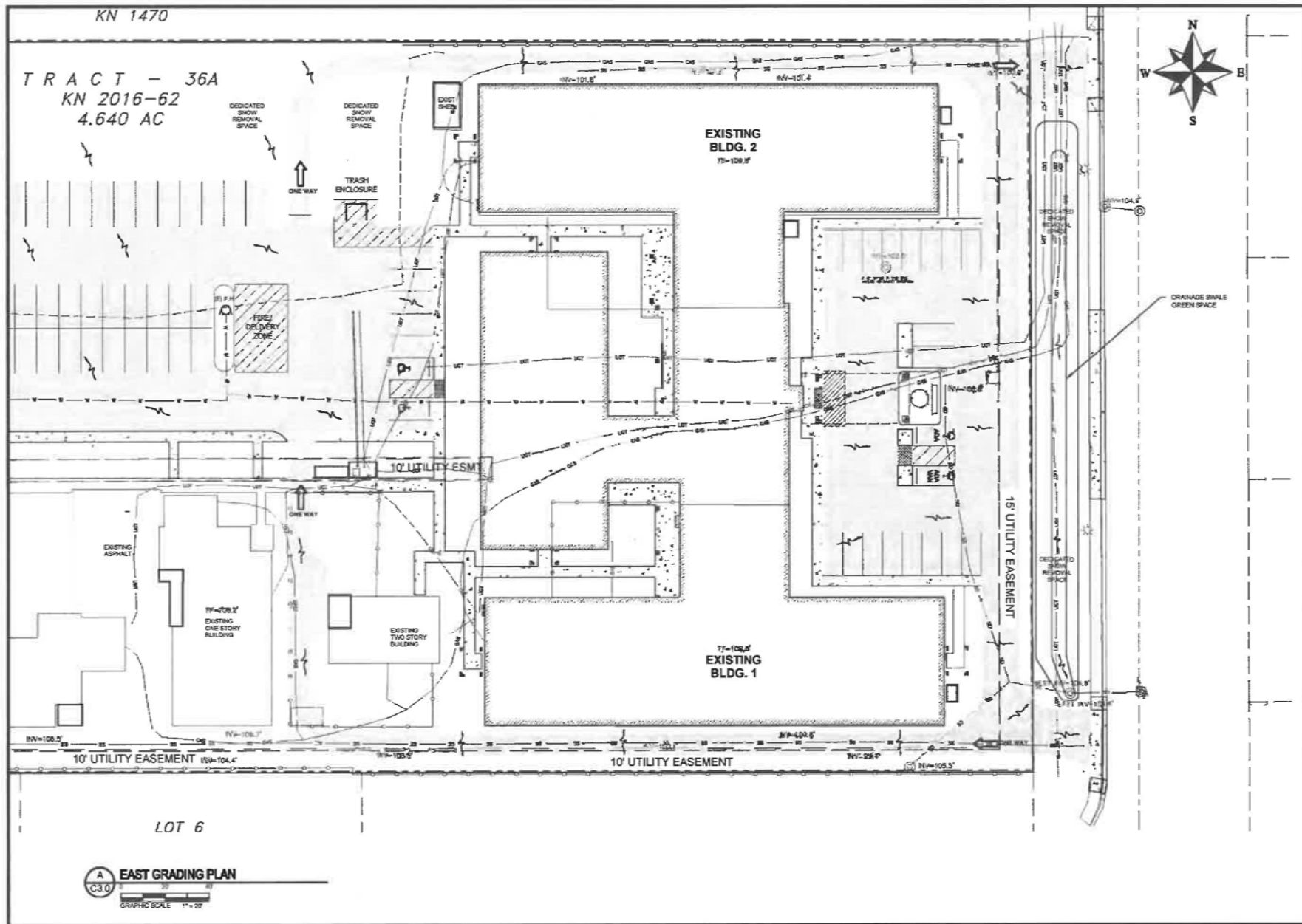
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90	3853.35	9783.21	TC
91	3853.35	9796.34	TC
92	3885.53	9796.34	TC
93	3885.53	9778.84	TC
94	3822.34	9778.84	TC
95	3827.38	9781.51	TC
96	3822.34	9735.81	TC
97	3914.95	9735.81	TC
98	3914.95	9729.44	TC
99	3822.34	9729.44	TC
100	3827.38	9699.18	TC
101	3898.24	9699.18	TC
102	3865.24	9693.86	TC
103	3898.24	9702.93	TC
104	3865.24	9702.93	TC
105	3898.24	9683.88	TC
106	3827.38	9684.18	TC
107	3827.38	9682.42	TC

POINT SCHEDULE

Point #	Nothing	Existing	Description
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128	3812.93	9882.42	TC
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130	3809.55	9827.13	TC
131	3812.98	9827.13	TC
132	3865.83	9442.98	TC
133	3865.82	9452.18	TC
134	3865.82	9442.17	TC
135	3865.82	9432.17	TC
136	3865.82	9447.18	CENTER OF 5' RADIUS
137	3865.82	9447.17	CENTER OF 5' RADIUS
138	3847.34	9807.13	EP
139	3852.34	9807.13	EP
140	3852.34	9817.13	EP
141	3852.34	9812.13	EP
142	3852.34	9827.13	EP
143	3852.34	9832.13	EP
144	3852.34	9837.13	EP
145	3858.30	9837.13	EP
146	3858.30	9857.14	EP
147	3827.34	9857.14	EP
148	3875.14	9827.13	EP
149	3875.14	9817.13	EP
150	3865.14	9847.13	EP
151	4005.14	9847.13	EP

A
C2.1 0 NTS NTS
GRAPHIC SCALE NTS -



REVISION	DATE	BY	CHKD
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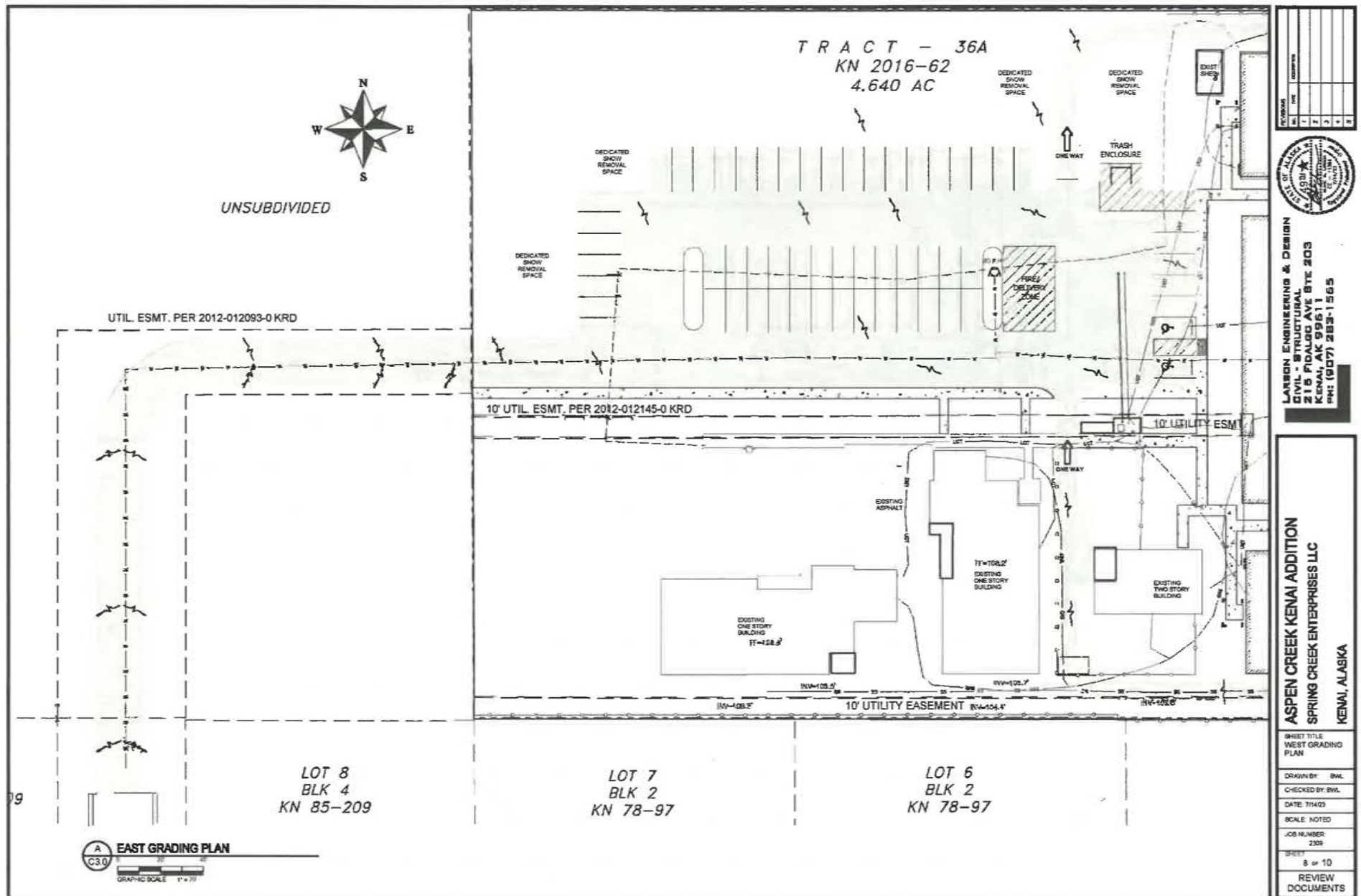


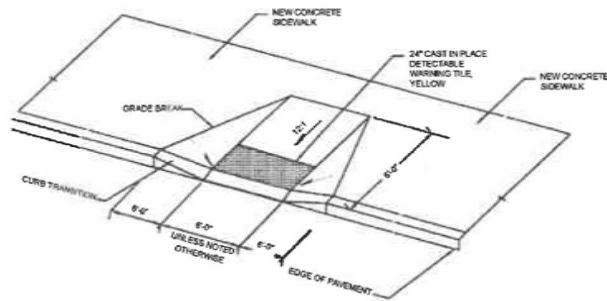
LARSEN ENGINEERING & DESIGN
ENGINEER
215 PRALDO AVE STE 203
KENAI, AK 99611
PH: (907) 283-1565

ASPEN CREEK KENAI ADDITION
SPRING CREEK ENTERPRISES LLC
KENAI, ALASKA

SHEET TITLE
EAST GRADING
PLAN

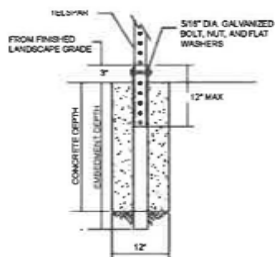
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CHECKED BY: BML
DATE: 11/4/23
SCALE: NOTED
JOB NUMBER: 2269
SHEET: 7 OF 10
REVIEW
DOCUMENTS





A SIDEWALK CURB CUT DETAIL

C4.1
GRAPHIC SCALE
NTS



B TYPICAL SIDEWALK DETAIL

C4.1
GRAPHIC SCALE
NTS

PERFORATED STEEL TUBES (P.S.T.) (12ga. - 105" Wall Thickness)			
MINIMUM SURFACE AREA, SQ. FT.	POST SIZE	EMBEDMENT DEPTH	CONCRETE DEPTH
7' OR LESS	2" X 2"	2'	2'

C TYPICAL ADA SIGN AND POST DETAIL

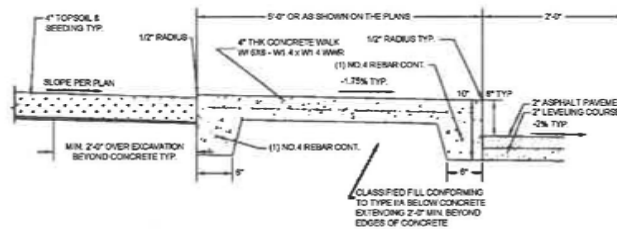
C4.1
GRAPHIC SCALE
NTS



D TYPICAL PARKING ISLAND SECTION (ADD ALT NO. 1)

C4.1
GRAPHIC SCALE
NTS

SIDEWALK NOTE
SCORE CONTRACTION JOINTS @ 4'-0\"/>



CURB NOTE
SCORE CONTRACTION JOINTS @ 10'-0\"/>

- NOTE:**
1. SIGN SHALL BE MOUNTED AS REQUIRED FOR BOTTOM OF SIGN TO BE 7 FEET ABOVE FINISH GRADE.
 2. SIGN SHALL FACE TOWARD THE PARKING STALLS.
 3. MOUNT SIGN ON 122 PERFORATED STEEL TUBE.

REVISION	DATE	BY	CHK
1			
2			
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4			
5			

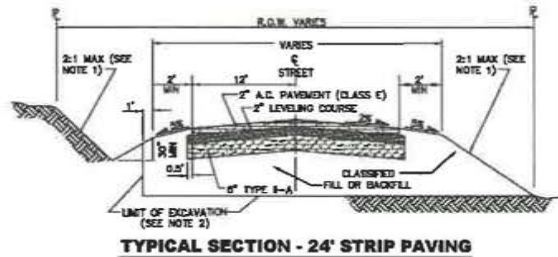


LARSON ENGINEERING & DESIGN
CIVIL - STRUCTURAL
215 FIDALGO AVE STE 203
KENAI, AK 99511
PH: (907) 283-1565

ASPEN CREEK KENAI ADDITION
SPRING CREEK ENTERPRISES LLC
KENAI, ALASKA

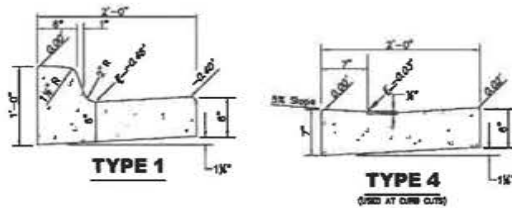
SHEET TITLE
SITE DETAILS

DRAWN BY: BWL
CHECKED BY: BWL
DATE: 7/14/23
SCALE: NOTED
JOB NUMBER: 2308
SHEET: 9 of 10
REVIEW DOCUMENTS



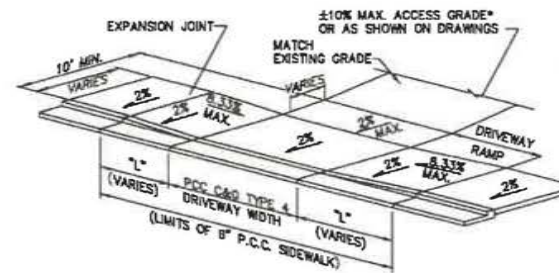
NOTES:

1. PLACE OR REMOVE AND GRADE MATERIAL IN A NEAT MANNER FROM EXCAVATION LIMITS TO EXISTING ELEVATION AT PROPERTY LINE OR AS DIRECTED BY THE ENGINEER. (MAXIMUM 2:1 CUT AND FILL SLOPES)
2. ENGINEER WILL DETERMINE THE DEPTH OF EXCAVATION.
3. UNLESS OTHERWISE APPROVED, THE CENTERLINE OF STREET SHALL BE THE CENTERLINE OF R.O.W.



NOTE:

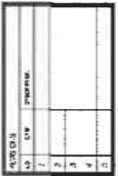
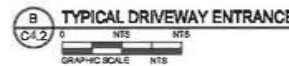
TROWEL BOTH FRONT AND BACK EDGES OF THE CURB & GUTTER TO A RADIUS OF ONE-HALF (1/2) INCH. SCORE CONTRACTION JOINTS @ 10'-0" O/C AND INSTALL EXPANSION JOINTS @ ALL RADIUS POINTS OF TANGENCY AND 50'-0" O/C MAX. SEAL EXPANSION JOINT WITH JOINT SEALANT PER SPECIFICATION.



**TYPICAL DRIVEWAY ENTRANCE
(WITH ATTACHED SIDEWALK)**

DRIVEWAY RAMP RUNNING SLOPE TABLE

STREET RUNNING SLOPE	MINIMUM UPHILL RAMP LENGTH "L"	MINIMUM DOWNHILL RAMP LENGTH "L"
0.0% TO 0.5%	6.0'	6.0'



LARSON ENGINEERING & DESIGN
CIVIL - STRUCTURAL
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KENAI, AK 99611
PH (907) 283-1565

ASPEN CREEK KENAI ADDITION
SPRING CREEK ENTERPRISES LLC
KENAI, ALASKA

SHEET TITLE
SITE DETAILS

DRAWN BY: BML

CHECKED BY: BML

DATE: 7/14/23

SCALE: NOTED

JOB NUMBER: 2308

SHEET: 10 of 10

REVIEW

DOCUMENTS



**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2023-05**

A RESOLUTION GRANTING AN AMENDMENT TO CONDITIONAL USE PERMITS FOR AN ASSISTED LIVING FACILITY.

APPLICANT: Aspen Creek Kenai LLC
c/o Douglas Clegg

PROPERTY ADDRESS: 701 N. Forest Drive

LEGAL DESCRIPTION: Tract 36A of Killen Estates 2014 Replat

KENAI PENINSULA BOROUGH PARCEL NUMBER: 04321030

WHEREAS, a complete application meeting the requirements of Kenai Municipal Code 14.20.150 was submitted to the City on January 19, 2023; and,

WHEREAS, the applicant has demonstrated that the prerequisites of a Conditional Use Permit have been met pursuant to Kenai Municipal Code 14.20.150; and,

WHEREAS, the City of Kenai Planning and Zoning Commission conducted a duly advertised public hearing on March 22, 2023, following requirements outlined in Kenai Municipal Code 14.20.280 for public hearings and notifications.

WHEREAS, the Planning and Zoning Commission finds:

1. *KMC 14.20.150(d)(1) The use is consistent with the purpose of this chapter and the purposes and intent of the zoning district;*

Findings The proposed expansion is consistent with the purpose of the Kenai Zoning Code and Land Use Table. The land use table indicates an assisted living facility is a conditional use; therefore, a conditional use permit may be granted for an assisted living facility.

The RS Zone is intended to provide for medium density residential development in areas which will be provided with common utility systems. The specific intent in establishing this zone is:

- (1) *To separate residential structures to an extent which will allow for adequate light, air, and privacy;*
- (2) *To prohibit uses which would:*

(A) Violate the residential character of the environment;

(B) Generate heavy traffic in predominantly residential areas.

The proposed addition will expand the operation of the assisted living facilities with approved CUPs. There should be minimal traffic generated by the proposed addition. The proposal includes a landscape plan that will provide a separation from adjoining properties and will not violate the residential character of the area.

2. *KMC 14.20.150(d)(2) The economic and noneconomic value of the adjoining property and neighborhood will not be significantly impaired;*

Findings: The economic and noneconomic value of adjacent properties would not be significantly impacted by this change. A landscaping/site plan has been submitted and will be reviewed by Planning staff for compliance. Site plan review will require an orderly and safe development as well as landscaping to provide an attractive and functional separation/screening between uses. The proposed access from Ponderosa Road may increase traffic along Ponderosa Road but it is not anticipated that the proposed expansion to an assisted living facility would generate heavy traffic. The development of the paved right-of-way easement for access via Ponderosa Road may increase the development potential of the adjacent vacant lot.

3. *KMC 14.20.150(d)(3) The proposed use is in harmony with the Comprehensive Plan;*

Findings: The Land Use Plan, from the 2016 Comprehensive Plan, identifies the subject property with the Suburban Residential (SR) land use classification. The SR Land Use Classification is defined in the Comprehensive Plan:

Suburban Residential is intended for single-family and multi-family residential uses that are urban or suburban in character. The area will typically be developed at a higher density; lots are typically smaller; and, public water and sewer services are required or planned. Some developments may be required to construct streets to a paved standard and larger subdivisions may be required to provide sidewalks and public areas. Parks and open space land uses may be considered appropriate.

This property is located off of North Forest Drive, a collector street, which provides access to multiple neighborhoods. To the south of the development are Northgate Subdivision and the Church of the Latter Day Saints. The property to the north is undeveloped. Woodland Subdivision is located across North Forest Drive. There are several institutional uses along Forest Drive that complements the existing and surrounding uses.

In Imagine Kenai 2030 Comprehensive Plan, Chapter 6, "Goals, Objectives, and Implementation", several goals and objectives are met from the proposed expansion.

Goal 1 – Quality of Life is to promote and encourage quality of life in Kenai.

Objective Q-1

Establish siting and design standards so that development is in harmony and scale with surrounding uses.

Goal 3 – Land Use is to develop land use strategies to implement a forward-looking approach to community growth and development.

Goal 5 – Provide transportation systems that are efficient and adequate to serve the regional needs of the community.

Objective T-5

Transportation improvements needed to serve new developments shall be in place at the time new development impacts occur.

4. *KMC 14.20.150(d)(4) Public services and facilities are adequate to serve the proposed use;*

Findings: City water and sewer are available to serve the proposed addition. There are adequate public services and facilities to serve the proposed expansion. North Forest is a paved and City-maintained road. Access will also be provided from Ponderosa Road, which will require a minimum 60-foot right-of-way easement on the adjacent property to meet city standards.

5. *KMC 14.150(d)(5) The proposed use will not be harmful to the public safety, health or welfare;*

Findings: An assisted living facility will not be harmful to public safety, health, or welfare. The proposed expansion does not change the existing use. The proposal provides a surplus of parking spaces and adequate landscaping that will minimize the impact to the surrounding area. The proposed addition will not negatively affect the public safety, health or welfare.

6. *KMC 14.150(d)(6) Any and all specific conditions deemed necessary by the Commission to fulfill the above-mentioned conditions should be met by the applicant. These may include, but are not limited to, measures relative to access, screening, site development, building design, operation of the use and other similar aspects related to the proposed use.*

Findings: To minimize impact on adjacent properties with the proposed one-way access, the following conditions are added.

- Maintain a safe and clear passage of the 10-foot vehicle access so it remains free of obstruction and obstacles created by snow removal or the depositing of snow. Snow removal must not be pushed onto another property.
- Prior to building permit issuance, provide an as-built survey to Planning & Zoning Department for verification that a minimum of 20 feet width for vehicular access and buffer are provided between the south building façade and the south property line.

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

Section 1. That an amendment to the conditional use permits is granted to Aspen Creek Kenai LLC for the expansion of the assisted living facility on the property described as Tract 36A of Killen Estates 2014 Replat, and located at 701 N. Forest Drive.

Section 2. That the amendment to the conditional use permits is subject to the original conditions in CUPs (Resolution Nos. PZ12-22 and PZ15-24) and the following conditions:

1. Any development or use of the property shall comply with all applicable Federal, State of Alaska, and City regulations regardless of whether or not the requirements are listed as conditions for the approval of the Conditional Use Permit.
2. Upon request, the applicant or applicant's representative shall meet with City staff for an on-site inspection.
3. Obtain a minimum 60-foot right of way easement on the adjacent property for ingress and egress from/to Ponderosa Street.
4. Prior to building permit issuance, a landscape/site plan must be reviewed and approved by the Planning and Zoning Department.
5. Maintain a safe and clear passage of the 10-foot vehicle access so it remains free of obstruction and obstacles created by snow removal or the depositing of snow. Snow removal must not be pushed onto another property.
6. Prior to building permit issuance, provide an as-built survey to Planning & Zoning Department for verification that a minimum of 20 feet width for vehicular access and buffer are provided between the south building façade and the south property line.
7. Applicant must obtain a sign permit for the proposed monument sign.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA,
THIS 22ND DAY OF MARCH, 2023.



JEFF TWAIT, CHAIRPERSON

ATTEST:



Meghan Thibodeau, Deputy City Clerk

MEMORANDUM

TO: Planning and Zoning Commission

FROM: Linda Mitchell, Planning Director

DATE: September 26, 2023

SUBJECT: **Action/Approval – Transfer of Conditional Use Permits (Resolutions PZ12-22, PZ15-24, and PZ2023-05) for an Assisted Living Facility**

The Planning and Zoning Commission granted several Conditional Use Permits (CUPs) for an assisted living facility (Resolution PZ12-22 for Building 1; Resolution PZ15-24 for Building 2; Resolution PZ2023-05 for an expansion to connect Buildings 1 and 2) on a property described as Tract 36A, Killen Estates 2014 Replat, located at 701 N. Forest Drive in the Suburban Residential (RS) zoning district. On September 11, 2023, the subject property was transferred from Brooks Holding, LLC and Miriam, LLC to Aspen Creek Kenai Property, LLC.

A request to transfer the subject Conditional Use Permits (CUPs) was submitted by Transferor, Aspen Creek Kenai, LLC c/o Douglas Clegg in accordance with Kenai Municipal Code (KMC), as set forth below:

- KMC 14.20.150(l)(5) *A Conditional Use Permit is not transferable from one (1) parcel of land to another. Conditional Use Permits may be transferred from one (1) owner to another for the same use, but if there is a change in use on the property, a new permit must be obtained.*
- KMC 14.20.157(a) *No Conditional Use Permit issued hereunder shall be transferred until the proposed transferee has made application for transfer in writing filed with the administrative official, which application shall state that he intends to be bound by the plan and statements contained in the application of the permit holder or shall contain the amendments to the plan his proposed operation would mandate. The Commission shall approve the application for transfer and in so doing amend the site plan and statements if such amendments as are contained in the application for transfer would have been approved had they been contained in the original application.*

The transferee, Aspen Creek Kenai Property, LLC is required to operate under the terms and conditions of the associated CUPs (PZ12-22, PZ15-24, and PZ2023-05) and any subsequent amendments/modifications granted by the Planning and Zoning Commission.

STAFF RECOMMENDATION

Staff hereby recommends approval of the transfer of conditional use permits (Resolutions PZ12-22, PZ15-24, and PZ2023-05) for an assisted living facility on a property described as Tract 36A, Killen Estates 2014 Replat located at 701 N. Forest Drive in the Suburban Residential (RS) zoning district, subject to the conditions as set forth in the associated conditional use permits and any subsequent amendments/modifications.

ATTACHMENTS

- A. Aerial Map
- B. Statutory Warranty Deed
- C. Resolutions PZ12-22, PZ15-24, and PZ2023-05



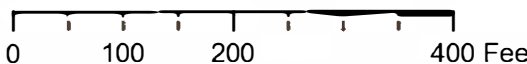


Conditional Use Permit Transfer
Resolutions PZ12-22, PZ15-24, and PZ2023-05
701 N. Forest Drive
KPB Parcel ID: 04321030



Date Printed: 9/23/2023

Map for Reference Only
NOT A LEGAL DOCUMENT



THIS INSTRUMENT IS BEING RECORDED BY
STEWART TITLE COMPANY
AS AN ACCOMMODATION ONLY.
IT HAS NOT BEEN EXAMINED AS TO
ITS EFFECT, IF ANY, ON THE TITLE
OF THE ESTATE HEREIN.



WF# 76994-23-9-8

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

STATUTORY WARRANTY DEED

Miriam, LLC, an Idaho limited liability company, whose address is 715 Blue Spruce Rd, Alpine, UT 84004, and Brooks Holding LLC, an Alaska limited liability company, whose address is 10365 W. Highlander Rd., Boise, ID 83709 (collectively "**Grantor**"), pursuant to A.S. 34.15.030, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, does hereby convey and warrant unto Aspen Creek Kenai Property LLC, an Alaska limited liability company, whose address is 715 Blue Spruce Rd, Alpine, UT 84004 ("**Grantee**"), all of Grantor's right, title and interest in and to the following described real estate situated in the Kenai Recording District, Third Judicial District, State of Alaska:

Tract Thirty-six "A" (36A), KILLEN ESTATES 2016 REPLAT, according to Plat No. 2016-62, Kenai Recording District, Third Judicial District, State of Alaska

SUBJECT TO reservation and exceptions in U.S. Patent and otherwise of record, real property taxes, if any due, notes on plat, and covenants and restrictions of record.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof situated in the state of Alaska.

Signatures and Notary Blocks on following pages

Dated this 6th day of September, 2023.

GRANTOR:

MIRIAM, LLC
An Idaho limited liability company

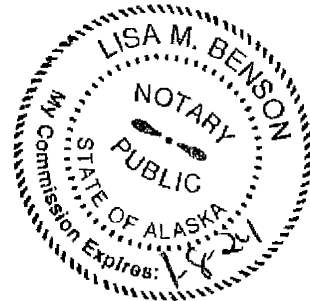
By: [Signature]
Douglas B. Clegg, Manager

Alaska
STATE OF ~~UTAH~~)
) ss.
County of KPB)

This record was acknowledged before me on 6th September 2023 by Douglas B. Clegg, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same as the manager of MIRIAM, LLC.

Witness my hand and official seal.

[Signature]
Signature of notary public
My commission expires 1-8-24



Dated this 1 day of September, 2023.

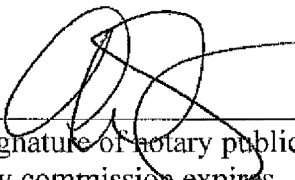
GRANTOR:

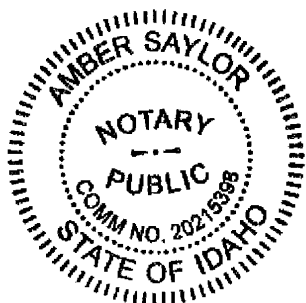
BROOKS HOLDING LLC

By: 
Robert R. Nash, Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on Sept. 1, 2023 by Robert R. Nash
as the manager or a member of BROOKS HOLDING LLC.


Signature of notary public
My commission expires NOV. 17, 2027



Kenai Recording District, Third Judicial District, State of Alaska

AFTER RECORDING RETURN TO:

Aspen Creek Kenai Property LLC
715 W. Blue Spruce Road
Alpine, UT 84004



The City of
Kenai is kicking off
the Kenai Airport
Master Plan update!
Join us at the upcoming
public meeting to help shape
the airport's future.



Kenai Airport Master Plan Update
PUBLIC MEETING

When:
Tuesday, February 4, 2025
5:30 p.m. to 7:30 p.m.

Where:
City Council Chambers
210 Fidalgo Avenue, Kenai, AK

Visit the project
website for more
information

