



Land Management

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2205 • (907) 714-2378 Fax

A Division of the Planning Department

Charlie Pierce
Borough Mayor

April 20, 2022

KPB Planning Department
144 N Binkley St.
Soldotna, Alaska 99669
(sent via planning@kpb.us)

RE: Comments concerning Petition to Repeal the Kalifornsky Center Local Option Zoning District

Dear KPB Planning Commission and Borough Assembly,

The Kenai Peninsula Borough Land Management Division is responsible for the planning, preparation and methods of sale for borough owned lands. The 55-acre parcel Tract A Kalifornsky Center Subdivision was planned for, prepared and sold by the Kenai Peninsula Borough.

The property was classified Residential per Resolution 2019-20, where residential was a planned land use compatible with surrounding uses, including the borough's interest in 40 acres to the north, and 80 acres to the south. The residential land use plan was also to make new land available for residential uses which sustain a positive contribution to the community and tax rolls. The residential plan was also in consideration of public comments received which were in opposition to opening the land to gravel pit development. Records of Resolution 2019-20 can be found at:

<https://kpb.legistar.com/LegislationDetail.aspx?ID=3869161&GUID=3962BC5D-25FB-4FCE-87E8-4E9F1EAF24BF&Options=ID|Text|&Search=>

The property was further planned through subdivision to establish main collector roadways at boulevard widths sufficient for multiple lanes, turnouts and sidewalks. Blocks were designed to allow for transitional land uses to go from residential to future adjacent commercial, institutional, and parkstrip development which will be increasingly important in this center-of-community area. The area will maximize its utility and value in the future with the extension of sewer and water services, thereby reducing minimum lot size, and drawing anchor tenants. As reported by 2 appraisals of the borough property, the

highest and best use at this time is to hold the property, which is to manage it for its future value.

In conjunction with the subdivision, and in fulfillment of the residential classification, the Kalifornsky Center Single Family R-1 Local Option Zone was established on the subject 55 acre Tract A prior to offering the parcel for sale. Zoning is the land use tool available to municipalities, governed at the planning department level as to definitions of allowed use, and at the planning commission level through conditional use permitting and variances. Appropriate levels of zoning serve the role of reducing land use conflicts and empowering investment towards the planned uses. The establishment and sale of land under the LOZ is consistent with KPB 17.10.010 land management policy to promote orderly development, to protect and orderly manage natural resources, and to dispose of lands in resources in manner which is fair to all. KPB 17.10.010 Policy can be found here.

https://library.municode.com/ak/kenai_peninsula_borough/codes/code_of_ordinances?nodeId=TIT17BOLA

The process of establishing the Kalifornsky Center Single Family R-1 Location option zoning under Ordinance 2019-34 can be found here:

<https://kpb.legistar.com/LegislationDetail.aspx?ID=4249333&GUID=0AE8DEA2-C4CE-4C61-9FC4-3841A108EFF3&Options=ID|Text|&Search=>

It should be noted that in this same classification and planning process, 50 acres were classified for resource development and offered for sale in 2021 without any zoning restrictions. The borough saw a significant price differential (4.3:1) between these two properties showing that the economics of residential land uses are in a different category than the economics of material extraction.

To repeal the Residential zoning framework that was made part of the land planning and terms of sale would create an undermining precedent to the point of local option zoning, particularly as a tool available in the management of land to promote orderly development which is deemed through these processes to be in the public's best interest. To repeal the zone with no substantial changes in the conditions upon which the zone was created, would raise many questions regarding the sale of borough land.

As indicated in the ordinance, the petitioner seeks to repeal the LOZ as it is blocking an application for a material site conditional use permit on Tract A. A material site land use would be inconsistent with all the points of public interest made above. Additionally, as the borough remains a landowner on 3 sides of

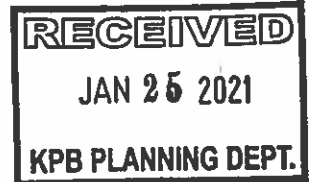
this parcel, including the Serenity House facility, and Tracts B, F, G, H & I Kalifornsky Subdivision has a continued interest in Tract A remaining as Single Family Residential Local Option Zone. A material site land use arising from repeal of the zone would negatively impact the borough's ownership interest and detract from future land uses. To this end the petitioner, when purchasing the property was fully aware that the land use restrictions of the Kalifornsky Center Single Family R-1 Local Option Zoning District were a condition of the sale, not only articulated in the sale brochure, but as a term of the purchased agreement signed 15 months ago by the petitioner.

Respectfully,



Marcus A. Mueller
Land Management Officer

Attachment: Tract A Purchase Agreement (Section Q referenced above)



PURCHASE AGREEMENT

This Agreement is made by and between the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB") and Trimark Earth Reserve LLC, an Alaskan limited liability company, whose address is 24481 North Fork Road, Anchor Point, AK 99556, (hereinafter referred to as "BUYER").

WHEREAS, KPB is the owner of that real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Tract A, Kalifornsky Center Subdivision, as shown on Plat No. 2020-18, Kenai Recording District. (hereinafter referred to as the Property)

WHEREAS, Buyer has offered to buy, and KPB is willing to sell the above-described Property as evidenced by KPB Ordinance 2020-08, enacted March 17, 2020, by the Assembly of the Kenai Peninsula Borough.

NOW THEREFORE, in consideration of the promises herein contained, KPB hereby agrees to sell to BUYER, and BUYER hereby agrees to buy from KPB, the property on the terms and conditions as set forth below:

1. PURCHASE PRICE

The purchase price of the property is Three Hundred Fifty Thousand dollars and No cents (\$350,000.00) to be paid as follows:

A. Down Payment

The following is herewith submitted to KPB and shall be held in escrow by KPB until closing or until this Agreement is otherwise terminated. This payment shall be credited towards the purchase price and costs unless this Agreement is otherwise terminated, in which case it shall be disbursed in accordance with the applicable provisions of this Agreement.

Thirty Five Thousand dollars and No cents (\$35,000.00) representing ten percent (10%) of the purchase price.

B. Balance

Three Hundred Fifteen Thousand dollars and No cents (\$315,000.00) representing the balance payable at closing.

2. TITLE

Title shall be delivered at time of closing by quitclaim deed which shall be issued to BUYER. Seller sells only its interest in the property, if any, without warranty of any kind or nature whatsoever. Title shall also be subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of

record. BUYER warrants and covenants that at the time of closing there shall be no liens or judgments recorded against BUYER in the same recording district in which the property subject to this purchase agreement is situated. I hereby authorize KPB to obtain a credit report on me.

3. ESCROW AND CLOSING COSTS

In addition to the purchase price, BUYER agrees to pay for all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, recording fees and bank charges. All costs must be paid in full at the time of closing.

4. CLOSING

Unless otherwise agreed in writing, closing will occur within 90 days of execution of the Purchase Agreement. At closing, buyer will pay the balance of the purchase price for all cash sales. Both parties will execute all documents required to complete the Purchase Agreement and, if applicable, establish an escrow account.

5. POSSESSION

Possession shall be delivered to BUYER at time of recording.

6. BREACH BY BUYER; REMEDIES OF KPB

Prior to closing of the sale, in the event that BUYER fails to make any payment required, or fails to submit or execute any and all documents and papers necessary in examination of BUYER's financial background, or with closing and transfer of title within time periods specified in this Agreement, up to lesser of \$1,000.00 or 10% of the purchase price of BUYER's deposit shall be retained by KPB as liquidated damages. Additionally, other funds may be retained for out-of-pocket expenses incurred, and this Agreement shall be terminated.

In addition to the foregoing, in the event of a default in the performance or observance of any of the agreement terms, conditions, covenants and stipulations thereto, either prior to or after the closing of the sale, and such default continues thirty days after written notice of the default, KPB may cancel the agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default. This provision shall survive the execution of sale documents and shall continue in full force and effect until either the purchase price is paid in full or the sale is otherwise terminated.

7. NOTICE OF DEFAULT. Notice of default will be in writing as provided hereinbelow. A copy of the notice will be forwarded to all lienholders or others who have properly recorded their interest in the purchase agreement with KPB.

8. REMOVAL OR REVERSION OF IMPROVEMENTS UPON CANCELLATION OF PURCHASE AGREEMENT OR LEASE.

- A. BUYER covenants that improvements owned by the BUYER on KPB lands shall, within thirty calendar days after termination of the agreement, be removed by BUYER; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or planning director when applicable may extend time for removing such improvements in cases where hardship is proven. The retiring BUYER may, with consent of the mayor or planning director when applicable, dispose of BUYER'S improvements to the succeeding BUYER.
- B. If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the BUYER, under the terminated or canceled contract, be sold at public sale under the direction of the mayor and in accordance with provisions of KPB Title 5. Proceeds of the sale shall inure to the former BUYER, lessee, or permittee who placed such improvements and/or chattels on the lands, or his successors in interest, after paying to KPB all monies due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the mayor is authorized to bid, in the name of KPB, on such improvements and/or chattels. Bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale or leasing of such improvements and/or chattels. KPB shall acquire all rights, both legal and equitable, that any other BUYER could acquire by reason of the purchase.
- C. If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in KPB. Upon request, BUYER, lessee, or permittee shall convey said improvements and/or chattels by appropriate instrument to KPB.
- D. Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the BUYER and placed on the land during BUYER'S tenure with or without BUYER'S permission and remaining upon the premises after termination of the contract shall entitle KPB to charge a reasonable rent therefor.

9. RESALE.

In the event that a purchase agreement should be terminated, canceled, forfeited or abandoned, KPB may offer said lands for sale, lease or other appropriate disposal pursuant to provisions of KPB 17.10 or other applicable regulations.

10. DEFENSE AND INDEMNIFICATION

The BUYER shall indemnify, defend, save and hold the borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from BUYER'S performance or failure to perform in accord with the terms of this Agreement in any way whatsoever. The BUYER shall be responsible under this clause for any and all claims of any character resulting from BUYER or BUYER'S officers, agents, employees, partners, attorneys, suppliers, and subcontractors performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the borough or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, BUYER shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the borough, its agents, or employees.

11. HAZARDOUS MATERIAL

- A. BUYER covenants and agrees that no hazardous substances or wastes shall be located on or stored on the property, or any adjacent property, nor shall any such substance be owned, stored, used, or disposed of on the property or any adjacent property by BUYER, its agents, employees, contractors, or invitees, prior to BUYER's ownership, possession, or control of the property.
- B. BUYER covenants and agrees that if the presence of hazardous material on the property is caused or permitted by BUYER, its agents, employees, contractors, or invitees, or if contamination of the property by hazardous material otherwise occurs on the property, BUYER shall defend, indemnify, and hold harmless KPB from any and all claims, judgements, damages, penalties, fines, costs, liabilities, or losses (including, but not limited to, sums paid in the settlement of claims, attorney's fees, consultant fees and expert fees) which may arise as a result of such contamination. This defense and indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state or local government on or under the property. As used herein, the term "hazardous material" means a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in part 173 of subchapter C of this chapter.

12. ASSIGNMENTS

BUYER may assign the lands upon which BUYER has an agreement only if approved by the mayor or planning director when applicable. Applications for assignment shall be made in writing on a form provided by the land management division. Assignment shall be approved if it is found that all interests of KPB are fully protected. Assignee shall be subject to and governed by provisions of KPB 17.10 applicable thereto.

13. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by both KPB and BUYER or their respective successors in interest. Provisions of this agreement, unless inapplicable on their face, shall be covenants constituting terms and conditions of the sale and of the agreement to finance the sale, and shall continue in full force and effect until the purchase price is paid in full, or this agreement is earlier terminated.

14. MISCELLANEOUS

- A. Covenants. BUYER agrees to comply with any Declaration of Covenants, Conditions, and Restrictions of record, affecting the Property.
- B. No Warranty. BUYER acknowledges its responsibility to inspect the property and agrees KPB assumes no liability for matters that would have been disclosed to the BUYER by an inspection of the property. BUYER further acknowledges that KPB makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the property, to include without limitation, soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the property for any use or purpose. The parties mutually agree that this transfer will not be covered by the Residential Real Property Transfers Act, AS 34.70.010 et. seq.
- C. Development. BUYER agrees the construction and maintenance of any improvements, roads, drainage systems and common areas shall be the responsibility of the BUYER. BUYER further agrees to comply with all federal, state, and borough regulations regarding use and development of the property, which includes but is not limited to; State of Alaska, Department of Environmental Conservation regulations regarding water and sewer installation; and if applicable, regulations of the U.S. Army Corps of Engineers regarding filling or draining any area within the property designated as wetlands by the appropriate authority.

- D. Time. Time is of the essence in performance of this Agreement.
- E. Cancellation. This agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by BUYER and the mayor or planning director when applicable. This purchase agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
- F. Entry or Re-entry. In the event that this agreement is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the BUYER during the agreement term, or prior to payment in full of the purchase price, KPB or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by KPB shall not be deemed an acceptance or surrender of the contract.
- G. Fire Protection. The BUYER shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the land under agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the demised premises are located.
- H. Notice. Any notice or demand, which under the terms of this agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in an U.S. general or branch post office by the addressor.
- I. Responsibility of Location. It shall be the responsibility of the BUYER to properly locate himself and his improvements on the purchased, leased, or permitted lands.
- J. Rights of Mortgage or Lienholder. In the event of cancellation or forfeiture of a sale agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the sale agreement for the unexpired term thereof, subject to the same terms and conditions as in the original instrument. Any party acquiring an agricultural purchase or lease agreement must meet the same requirements as the original BUYER or lessee.

- K. Rights-of-way. All trails or roads in existence at the time the land is sold may be considered to be an easement for public use. Nothing herein contained shall prevent the mayor or planning director when applicable from specifically reserving such additional easements and rights-of-way across KPB lands as deemed reasonable and necessary prior to the sale thereof.
- L. Sanitation. The BUYER, lessee, or permittee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for promotion of sanitation. Premises under purchase or lease agreement, or permit shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of waters and lands.
- M. Shore Land Public Access Easement. As established by AS 38.05, KPB lands sold or leased may be subject to a minimum 50 foot public access easement landward from the ordinary high water mark or mean high water mark.
- N. Violation. Violation of any provision of KPB Chapter 17.10, or of the terms of the agreement of sale may expose BUYER to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of BUYER'S interest in accordance with state law.
- O. Written Waiver. Receipt of payment by KPB, regardless of knowledge of any breach of the purchase agreement by BUYER, or of any default on the part of BUYER, in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of KPB to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of KPB to enforce the same in the event of any subsequent breach or default. Receipt by KPB of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.
- P. Construction. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be constructed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.

- Q. Local Option Zoning. BUYER acknowledges that the Property is subject to KPB zoning regulations. Specifically, the Property is zoned R-1: "Single-family residential district" per KPB 21.46.040 (A) (13), attached as Attachment A. Local Option Zoning land use regulations are established in KPB code, an excerpt of which is attached to this agreement for information purposes only (Attachment B). As a matter of due diligence, it is the BUYER's responsibility to understand any and all conditions that affect the Property for the BUYER's purposes.

The BUYER acknowledges and understands that pursuant to KPB 21.14.160(C)(8)(a) the Property shall not be offered for sale or lease for non-allowed uses. KPB represents to the BUYER that KPB 21.44.160(A) and (B) mean that industrial uses, including gravel pits or other resource extraction sites, are non-allowed uses within a single-family residential (R-1) local option zoning district. This Property was offered for sale and hereby sold with the understanding that the Property is being sold for allowed uses only.

KENAI PENINSULA BOROUGH:

BUYER

CP

Charlie Pierce, Mayor

[Signature]

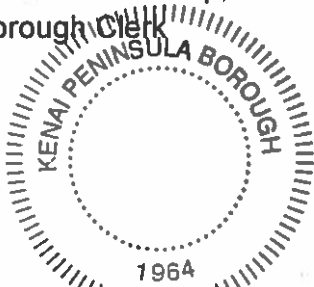
Cap Shafer, member,
for Trimark Earth Reserve LLC

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Johni Blankenship,
Borough Clerk

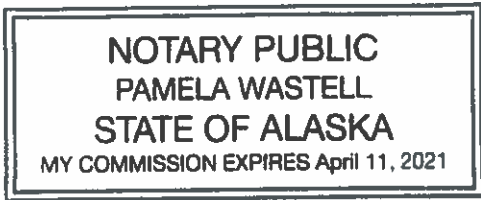
[Signature]
Sean Kelley,
Deputy Borough Attorney



NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 26th day of January, 2021, by **Charlie Pierce, Mayor** of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.



[Signature]
Notary Public in and for Alaska
My commission expires: 4-11-2021

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 22nd day of January
20 21, by Cap Shafer, a member of
print name print title

Trimark Earth Reserve LLC, for and on behalf of the corporation.



J. Cooney
Notary Public for State of Alaska

Commission Expires: 11.19.2022

Attachment A: Kenai Peninsula Borough, AK Code of Ordinances

21.46.40. -Single-Family Residential (R-1) Districts.

A. The following Single-Family Residential (R-1) districts and official maps are hereby adopted:

1. Ten Mar Ranch, described as a subdivision of the S ½ NE ¼, S ½ NW ¼, N ½ SW ¼, and W ½ SE ¼ including Gov't. Lots 3 and 6, Mary Miller Subdivision (Plat No. 97-90 KR D) excluding Hollingsworth Subdivision. Located within Section 18, T5N, R9W, S.M., Kenai Recording District, Kenai Peninsula Borough Alaska. Containing 311.893 acres.
2. Grande View Heights One, described as Grande View Heights Subdivision Phase 1, Plat 2004-68, Kenai Recording District, Kenai Peninsula Borough, Alaska, containing 56.912 acres.
 - a. The local option zoning applies to any further replats of Grande View Heights Phase 1 Subdivision.
3. Funny River Grove, described as Funny River Grove Subdivision, KP B File No. 2007-294, located within the SW ¼ of Section 24, T5N, R9W, Seward Meridian, Kenai Recording District, State of Alaska, containing 52.622 acres.
 - a. The local option zoning applies to any further replats of Funny River Grove Subdivision.
4. Widgeon Woods, described as Widgeon Woods Phase Two Subdivision, located within the SE ¼ of Section 13 T5N, R11W S.M., Kenai Recording District, Kenai Peninsula Borough, Alaska, KP B File No. 2008-254, excluding Lot 14 Block 4, and Tract B.

- a. The local option zoning applies to any further replats of Widgeon Woods Subdivision, except Lot 14 Block 4, and Tract B.

5. Diamond Willow - Fairfield, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Fairfield Estates Subdivision, according to Plat 2000-36;

Lots 3 and 6, J and P Subdivision Aurora Addition, according to Plat 2001-21;

Lots 4, 5, 6, 7, 8, 9, 10, 18, 19, 20, and 21, Block 1, Diamond Willow Estates Subdivision - Part One, according to Plat 75-68; not 22;

Lot 11, Block 1, Diamond Willow Estates Subdivision - Part Two, according to Plat 76-38;

Lots 12, 13, 14, and 15, Block 1, Diamond Willow Estates Subdivision - Part Four, according to Plat 77-4;

Lots 26, 27, 28, and 29, Block 1, Diamond Willow Estates Subdivision - Part 5, according to Plat 81-100;

Lots 30-A, 31-A, and 32-A, Block 1, Diamond Willow Estates Subdivision Part 7, according to Plat 82-62;

Lots 33, 34, 35, 36, 37, 38, and 39, Diamond Willow Estates Subdivision Part -9, according to Plat 2005-5;

Lot 3, Diamond Willow Estates Subdivision Part -8 amended, according to Plat 2006-104;

Lot 2, Diamond Willow Estates Subdivision Part -10, according to Plat 2008-135;

Lot B2, Diamond Willow Estates Subdivision Part 11, according to Plat 2012-93;

Lots B2-2, B2-3, B2-4, and B2-5, Diamond Willow Estates Part 12, according to Plat 2014-38;

that portion of the Northeast ¼ Northwest ¼, Section 24, Township 5 North, Range 11 West, Seward Meridian, lying north of the northerly most boundary of Lot 15, Block 1, Diamond Willow Estates Subdivision, Part Four, Plat 77-44 and east of the easterly most boundary of Lot 18, Block 1, Diamond Willow Estates Subdivision, Part One, Plat 75-68; and

that portion of the Northwest ¼, Section 24, Township 5 North, Range 11 West, Seward Meridian, described as the "45.97 acre Unsubdivided Remainder" on Diamond Willow Estates Subdivision Part -10, according to Plat 2008-135;

all located in the Kenai Recording District, Third Judicial District, State of Alaska.

- a. The local option zoning applies to any further replats within the Diamond Willow - Fairfield LOZ.

Attachment A: Kenai Peninsula Borough, AK Code of Ordinances

6. Diamond Willow - Ravenwood, described as follows:

Tract A, Ravenwood Subdivision Addition No. Two, according to Plat 77-41; Lots 1, 2, 3, and 4, Block 4 and Lots 1, 2, 3, 4, 5, 6, and 7, Block 5, Ravenwood Subdivision Addition No. 2, according to Plat 81-47;

Lots 1, 1A, 2, 3, and 4, Block 6 and Lots 8, 9, 10, and 11, Block Five, Ravenwood Subdivision No. 4, according to Plat 84-234;

Lot A2, Diamond Willow Estates Subdivision Part 11, according to Plat 2012-93; all located in the Kenai Recording District, Third Judicial District, State of Alaska.

a. The local option zoning applies to any further replats within the Diamond Willow - Ravenwood LOZ.

7. Correia, described as follows:

Lots 1, 2, 3, 4, and 5, Block 1, and Lots 1, 2, 3, 4, 5 and 6, Block 2, Correia Subdivision Addition One, according to Plat 80-15, Kenai Recording District, Alaska;

NW ¼ NW ¼ SW ¼, Section 14, Township 3 North, Range 12 West, Seward Meridian, Alaska.

a. The local option zoning applies to any further replats within the Correia LOZ.

8. College Heights Subdivision Zoning District as described in KPB 21.09.030.

9. North Fork One Zoning District described as described in KPB 21.40.030.

10. Bing's Landing, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 4; and Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, and 29, Block 5, Bing's Landing Subdivision Part One, according to 84-199, Kenai Recording District; and

Lot 26A, Bing's Landing Subdivision Part Two, according to 95-8 Recording District; and

11. Murwood South is described as follows:

NW ¼ NW ¼, NE ¼ NW ¼, and SE ¼ NW ¼

Section 27, T5N, R11W, Seward Meridian, Alaska

a. The local option zoning applies to any further replats within the Murwood South LOZD.

12. C & H Estates is described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 43, 44, and 45, C & H Estates, according to Plat 80-23;

Lot 17C, C & H Estates Bell Addition No. 2, according to Plat 2000-58; and

Lots 27A and 35A, C & H Estates Four, according to Plat 2005-86; all within the Homer Recording District.

a. The local option zoning applies to any further replats within the C & H Estates LOZD.

13. Kalifornsky Center is described as follows:

Tract A, Kalifornsky Center Subdivision, according to Plat 2020-18, Kenai Recording District.

a. The local option zoning applies to any further replats within the Kalifornsky Center LOZD.

(Ord. No. 2019-34, § 2, 4-21-20; Ord. No. 2019-35, § 2, 1-7-20; Ord. No. 2019-07, § 2, 4-2-19; Ord. No. 2016-30, § 3, 8-23-16; Ord. No. 2016-03 (Sub.), § 2, 5-3-16; Ord. No. 2016-01, § 2, 2-2-16; Ord. No. 2014-39, § 2, 3-17-15; Ord. No. 2014-35, § 2, 3-17-15; Ord. No. 2012-20, § 2, 7-3-12; Ord. No. 2008-30, § 1, 1-18-08; Ord. No. 2004-28, § 1, 9-7-04; Ord. No. 2000-47, § 1, 10-24-00)

ATTACHMENT B - KPB Code Excerpt

21.44.160 - Single-family residential district (R-1).

A. *Allowed Principal Use.* Single-family residential (R-1) dwelling units are the allowed principal use in this district.

B. *Allowed Compatible Uses.* Compatible uses allowed in the R-1 zone are parks, playgrounds, open space, schools, community centers, libraries, churches, and home occupations.

C. *Development Standards.* Development standards apply to principal and accessory structures.

1. *Setbacks.* Setbacks for structures shall be 30 feet from the front yard line, 20 feet from the rear yard line, 15 feet from the side yard lines, and 50 feet from the shore and where applicable subject to the provisions of KPB 21.18.

2. *Maximum building height.* Maximum building height shall be 2½ stories above ground or 35 feet above average grade, whichever is less

3. *Lot size.* Minimum lot size shall be 40,000 square feet. Maximum lot size is 5 acres.

4. *Coverage.* Maximum coverage by structure is 20 percent of the lot.

5. *Drainage Ways.* Existing natural drainage ways shall be retained.

6. *Accessory structures.* Accessory structures commonly associated with residential dwellings, i.e., garages, barns, storage sheds, greenhouses, wind turbines, workshops, and a single, noncommercial guesthouse per parcel, are allowed within the district. A single accessory structure may constitute the principal use of the lot where an adjacent lot with the primary residence is in the same ownership.

7. *Livestock and pets.*

a. Dog Lots: Dog lots and kennels are prohibited.

b. Household pets including, but not limited to, dogs and cats shall be allowed provided that no more than four household pets of more than six months of age are kept on the lot.

c. Poultry, fowl and small animals shall be properly contained (e.g., chicken coop, rabbit hutch) and shall be located in accordance with the required accessory use setbacks. No more than 10 such animals over 6 months old are allowed.

d. Hoofed animals are prohibited, except for a single miniature horse used as a service animal.

8. *Prohibited uses and structures.* The following uses and structures are prohibited in the R-1 district:

a. A lot within the LOZD shall not be offered for sale or lease for non-allowed uses.

b. No more than two of either travel trailers or motor homes may be on each lot at any time.

c. No more than two of either inoperable or unregistered vehicles are allowed on each lot at any time.