



Meeting Agenda Planning Commission

Monday, March 16, 2026

7:30 PM

Betty J. Glick Assembly Chambers

Zoom Meeting ID: 907 714 2200

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

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

The hearing procedure for the Planning Commission public hearings are as follows:

- 1) Staff will present a report on the item.
- 2) The Chair will ask for petitioner's presentation given by Petitioner(s) / Applicant (s) or their representative – 10 minutes
- 3) Public testimony on the issue. – 5 minutes per person
- 4) After testimony is completed, the Planning Commission may follow with questions. A person may only testify once on an issue unless questioned by the Planning Commission.
- 5) Staff may respond to any testimony given and the Commission may ask staff questions.
- 6) Rebuttal by the Petitioner(s) / Applicant(s) to rebut evidence or provide clarification but should not present new testimony or evidence.
- 7) The Chair closes the hearing and no further public comment will be heard.
- 8) The Chair entertains a motion and the Commission deliberates and makes a decision.

All those wishing to testify must wait for recognition by the Chair. Each person that testifies must write his or her name and mailing address on the sign-in sheet located by the microphone provided for public comment. They must begin by stating their name and address for the record at the microphone. All questions will be directed to the Chair. Testimony must be kept to the subject at hand and shall not deal with personalities. Decorum must be maintained at all times and all testifiers shall be treated with respect.

A. CALL TO ORDER

B. ROLL CALL**C. APPROVAL OF CONSENT AND REGULAR AGENDA**

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

If you wish to comment on a consent agenda item or a regular agenda item other than a public hearing, please advise the recording secretary before the meeting begins, and she will inform the Chairman of your wish to comment.

1. Time Extension Request

- a. [KPB-7509](#) River Quest Phase 2 Addition No. 1; KPB File 2024-013

Attachments: [a. River Quest Phase 2 Addn No 1 Packet](#)

- b. [KPB-7510](#) Skyline Heights Estates Kachemak Landing Airpark; KPB File 2023-142

Attachments: [b. Skyline Heights Estates Kachemak Landing Airpark Packet](#)

2. Planning Commission Resolutions - None

3. Plats Granted Administrative Approval

- a. [KPB-7511](#) 03-16-26 Administrative Approvals Report

Attachments: [C3. Administrative Approvals](#)

4. Plats Granted Final Approval (KPB 20.10.040) - None

5. Plat Amendment Request

- a. [KPB-7512](#) Dawn Estates Whittenberg Addition; KPB File 2024-120R1A1

Attachments: [C5. Plat Amendment Request Packet](#)

6. Commissioner Excused Absences - None

7. Minutes

- [KPB-7513](#) 02-26-2026 PC Meeting Minutes

Attachments: [C7. 022326 PC Minutes](#)

D. OLD BUSINESS - None

E. NEW BUSINESS

1. [KPB-7514](#) Utility Easement Vacation; KPB File 2025-131V
Peninsula Surveying / Tilbury
Request: Vacates a 10' wide utility easement along the southern border of Lot 1, Kinrod Addition, Plat HM 81-18
Ninilchik Area

Attachments: [E1. UEV Kinrod Addn Packet](#)
 [PHN UEV-Kinrod 2025 Replat](#)

2. [KPB-7515](#) Utility Easement Vacation; KPB File 2026-019V
Edge Survey & Design / Hill
Request: Vacates three 20' wide by approximately 260' long utility easements running west to east across the parcel
Location: Tract A, Green Acres Gangloff Replat, Plat KN 97-79
Sterling Area

Attachments: [E2. UEV Green Acres Gangloff Replat Packet](#)
 [PHN UEV-Green Acres Hill Addition](#)

3. [KPB-7516](#) Building Setback Encroachment Permit (Church); KPB File 2024-128
PC Resolution 2026-19
Edge Survey & Design / Trinity Christian Center
Request: Permits a 12' by 16' church to remain approximately 9.1' into the 20' building setback on Alex Drive & 7.9' into the 20' building setback along the Kenai Spur Hwy
Location: Lot 1A, Sagerser Sub Trinity Center Replat, Plat KN 2024-99
Ridgeway Area

Attachments: [E3. BSEP_Sagerser Sub Trinity Center Replat-Church Packet](#)
 [PHN BSEP-Sagerser Sub Trinity Center Replat Lot 1 Church KPB 2024-128](#)

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4. [KPB-7517](#) Building Setback Encroachment Permit (Garage); KPB File 2026-017
PC Resolution 2026-20
Edge Survey & Design / Trinity Christian Center
Request: Permits a 20.3' by 30.3' garage to remain approximately 8' into the 20' building setback on Alex Drive
Location: Lot 1A, Sagerser Sub Trinity Center Replat, Plat KN 2024-99
Ridgeway Area
- Attachments:* [E4. BSEP_Sagerser Sub Trinity Center Replat-Garage Packet](#)
[PHN_BSEP-Sagerser Sub Trinity Center Replat Lot 1A_Garage_KPB 2026-017](#)
5. [KPB-7518](#) Building Setback Encroachment Permit (Shed); KPB File 2026-018
PC Resolution 2026-21
Edge Survey & Design / Trinity Christian Center
Request: Permits an existing 10.2' by 16.7' shed to remain 12.8' into the building setback
Location: Lot 1A, Sagerser Sub Trinity Center Replat KN 2024-99
Ridgeway Area
- Attachments:* [E5. BSEP_Sagerser Sub Trinity Center Replat-Shed Packet](#)
[PHN_BSEP-Sagerser Sub Trinity Center Replat Lot 1A_Shed_KPB 2026-018](#)
6. [KPB-7519](#) Conditional Use Permit; PC Resolution 2026-18
Applicant: AK DOT&PF
Request: To do repair work on Bridge Access Road, including replacing three anadromous culverts within the 50' HPD of multiple anadromous waterbodies.
City of Kenai
- Attachments:* [E6. CUP_AK DOT&PF Packet](#)
[PHN_CUP ADOT 2026-18](#)
7. [KPB-7520](#) Street Naming Resolution 2026-01: Renaming Faye Circle to Wright Circle
- Attachments:* [E7. SN Resolution 2026-01 Packet](#)
[PHN RES SN2026-01](#)
8. [KPB-7522](#) Ordinance 2026-08: Authorizing a communications site lease agreement with Chugach Electric Association, Inc., in Cooper Landing.
- Attachments:* [E8. ORD 2026-08 Lease to CEA](#)
[E8. ORD 2026-08 Desk Packet](#)

9. [KPB-7523](#) Ordinance 2026-05: Authorizing retention or sale of certain real property obtained by the Kenai Peninsula Borough through tax foreclosure proceedings.
- Attachments:* [E9. ORD 2026-05 Tax Foreclosure](#)
[E9. ORD 2026-05 Desk Packet](#)
10. [KPB-7524](#) Ordinance 2026-XX: Authorizing the lease of a material site owned by the Kenai Peninsula Borough by competitive lease offering through sealed bid procedures.
- Attachments:* [E10. ORD 2026-XX Material Site Offering Packet](#)
11. [KPB-7521](#) Ordinance 2026-XX: Amending Borough code sections KPB 17.10.190 & KPB 17.10250 regarding casual use of Borough land.
- Attachments:* [E11. ORD 2026-XX Casual Use](#)
[E11. ORD 2026-11 Desk Packet](#)

F. PLAT COMMITTEE REPORT - Plat Committee will review 8 plats

G. OTHER

H. PUBLIC COMMENT/PRESENTATION

(Items other than those appearing on the agenda or scheduled for public hearing. Limited to five minutes per speaker unless previous arrangements are made)

I. DIRECTOR'S COMMENTS

J. COMMISSIONER COMMENTS

K. ADJOURNMENT

MISCELLANEOUS INFORMATIONAL ITEMS NO ACTION REQUIRED

[KPB-7554](#) Advisory Planning Commission Meeting Minutes

Attachments: [APC Minutes Desk Packet](#)

NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING

The next regularly scheduled Planning Commission meeting will be held Monday, April 13, 2026 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

Phone: 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>

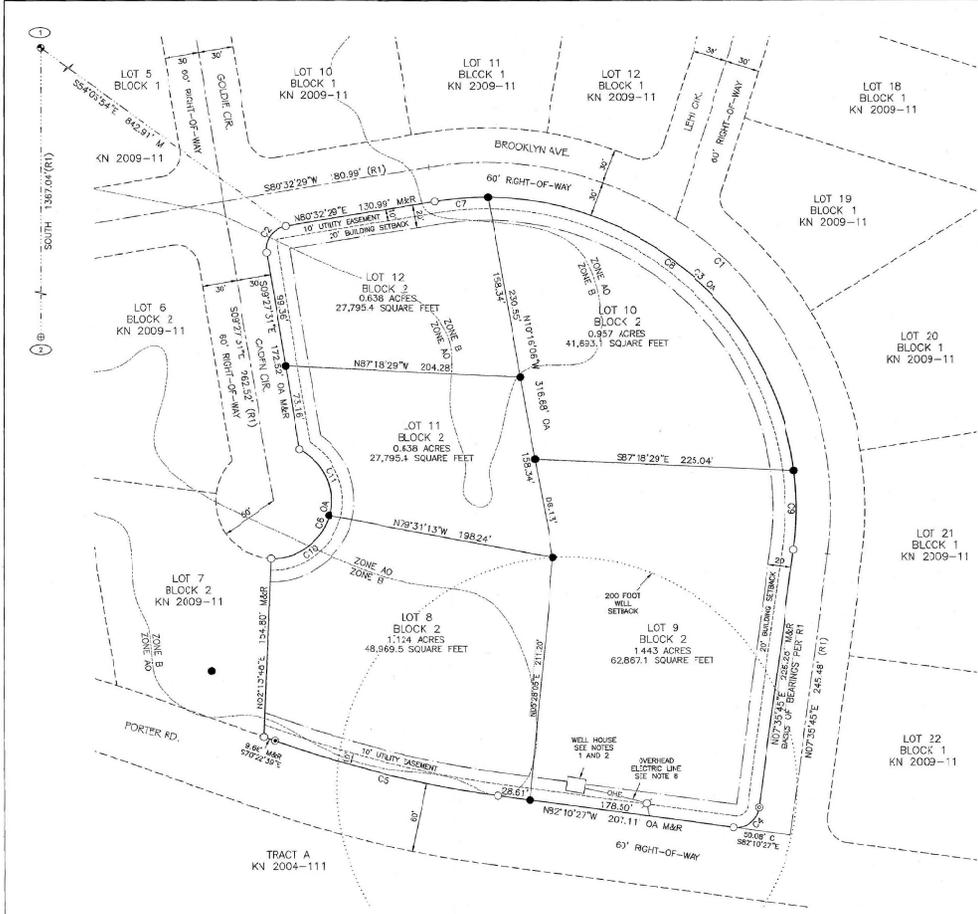
A party of record may file an appeal of a decision of the Planning Commission in accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances. An appeal must be filed with the Borough Clerk within 15 days of the notice of decision, using the proper forms, and be accompanied by the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

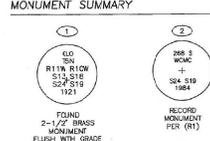
A denial of a vacation is a final act for which the Kenai Peninsula Borough shall give no further consideration. Upon denial, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or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

Time Extension Request

- a. River Quest Phase 2 Addition No. 1
KPB File 2024-013**



- LEGEND**
- ⊕ FOUND PRIMARY MONUMENT AS REFERENCED
 - ⊙ RECORD PRIMARY MONUMENT AS REFERENCED
 - FOUND PROPERTY CORNER 5/8" REBAR
 - ⊕ FOUND PROPERTY CORNER 5/8" REBAR WITH BLUE PLASTIC CAP STAMPED INTEGRITY SURVEYS 11795-5
 - ⊕ FOUND PROPERTY CORNER 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED LS 5131
 - SET PROPERTY CORNER 5/8" X 30" REBAR WITH 2" ALUMINUM CAP STAMPED EDGE SURVEY LS-13022 2024
 - ① MONUMENT REFERENCE NUMBER
 - UTILITY POLE
 - OVERHEAD ELECTRIC LINE
 - SUBDIVISION BOUNDARY
 - INTERIOR LOT LINE
 - ADJACENT PROPERTY LINE
 - 10 FOOT UTILITY EASEMENT
 - 20 FOOT BUILDING SETBACK
 - FLOOD ZONE
 - CENTERLINE
 - 200 FOOT WELL SETBACK
 - MONUMENT TIE LINE
 - M&R MEASURED AND RECORD PER (R1)
 - M MEASURED
 - C COMPUTED
 - OA OVER ALL
 - (R#) RECORD DATA, SEE REFERENCE



PRELIMINARY PLAT R1

NOTES

- BUILDING SETBACK - A SETBACK OF 20 FEET IS REQUIRED FROM ALL STREET RIGHTS-OF-WAY UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION. THIS SUBDIVISION SUBJECT TO KENAI PENINSULA BOROUGH PLANNING COMMISSION RESOLUTION 2011-15, GRANTING EXCEPTION TO THE 20 FOOT BUILDING SETBACK FOR THE WELL HOUSE AS SHOWN.
- THIS SUBDIVISION IS SERVED BY AN EXISTING COMMUNITY WATER SYSTEM APPROVED BY ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION. PUBLIC WATER SERVICE ID # 244298.
- ANY PERSON DEVELOPING THE PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS, INCLUDING A U.S. ARMY CORPS OF ENGINEERS WETLANDS DETERMINATION IF APPLICABLE.
- PER 41, THE FRONT 10 FEET ADJACENT TO THE RIGHTS-OF-WAY IS 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 SUBJECT TO EASEMENT, WITH NO DEFINED LOCATION, FOR ELECTRIC LINES OR SYSTEM AND/OR TELEPHONE LINES TOGETHER WITH RIGHT TO ENTER, MAINTAIN, REPAIR AND CLEAR SHRUBBERY. RECORDED: JULY 1, 1959, MISC. VOLUME/PAGE: 3/127, KRC. GRANTED TO HOMER ELECTRIC ASSOCIATION, INC.
- THIS SUBDIVISION SUBJECT TO EASEMENT FOR TELEPHONE WIRES, TOWERS AND RELATED PURPOSES. RECORDED: JULY 1, 1997, VOLUME/PAGE: 509/742, KRD. GRANTED TO PTI COMMUNICATION INC.
- THIS SUBDIVISION SUBJECT TO EASEMENT, FOR ELECTRIC LINES OR SYSTEM AND/OR TELEPHONE LINES TOGETHER WITH RIGHT TO ENTER, MAINTAIN, REPAIR AND CLEAR SHRUBBERY. RECORDED: JUNE 24, 2013, SERIAL NUMBER 2013-005885-0, KRD. GRANTED TO HOMER ELECTRIC ASSOCIATION, INC.
- THE EXISTING OVERHEAD POWERLINE IS THE CENTERLINE OF A 30-FOOT-WIDE ELECTRICAL DISTRIBUTION EASEMENT, INCLUDING GUYS AND ANCHORS, GRANTED THIS PLAT.
- THIS SUBDIVISION SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND/OR BY-LAWS INCLUDING THE TERMS AND PROVISIONS THEREOF, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANT, CONDITION OR RESTRICTION VIOLATES 42 USC 3604 (C). SUBMITTED TO THE HORIZONTAL PROPERTY REGIMS. ACT AND/OR THE UNIFORM COMMON INTEREST OWNERSHIP ACT OF THE STATE OF ALASKA, AND ANY AMENDMENTS THERETO. RECORDED: AUGUST 20, 2004, SERIAL NO.: 2004-008260-0 KRD AND AMENDMENTS THERETO; RECORDED: OCTOBER 19, 2004, SERIAL NO.: 2004-010604-0, RECORDED: MAY 10, 2022, SERIAL NO.: 2022-003598-0, KRD.
- THE KENAI PENINSULA BOROUGH WILL NOT ENFORCE PRIVATE COVENANTS, EASEMENTS, OR DEED RESTRICTIONS PER KPB 20.60.170.
- FLOOD HAZARD NOTICE:** SOME OR ALL OF THE PROPERTIES SHOWN ON THIS PLAT HAVE BEEN DESIGNATED BY FEMA AS A FLOOD HAZARD AREA DISTRICT AS OF THE DATE THIS PLAT IS RECORDED WITH THE DISTRICT RECORDER'S OFFICE. PRIOR TO DEVELOPMENT, THE KENAI PENINSULA BOROUGH FLOODPLAIN ADMINISTRATOR SHOULD BE CONTACTED FOR CURRENT INFORMATION AND REGULATIONS. DEVELOPMENT MUST COMPLY WITH CHAPTER 21.06 OF THE KENAI PENINSULA BOROUGH CODE. THIS PLAT IS AFFECTED BY FLOOD ZONES AO AND B PER MAP PANEL 02012 2045 C.
- FLOODWAY NOTICE:** PORTIONS OF THIS SUBDIVISION ARE WITHIN THE FLOODWAY. PURSUANT TO KP3 CHAPTER 21.06, ALL DEVELOPMENT (INCLUDING FILL) IN THE FLOODWAY IS PROHIBITED UNLESS CERTIFICATION BY AN ENGINEER OR ARCHITECT IS PROVIDED DEMONSTRATING THAT ENCROACHMENTS SHALL NOT RESULT IN ANY INCREASE IN FLOOD LEVELS DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
- WASTEWATER DISPOSAL:** SOIL CONDITIONS IN THIS SUBDIVISION HAVE BEEN FOUND UNSUITABLE FOR CONVENTIONAL ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS. PLANS SHOWING A SUITABLE ALTERNATIVE WASTEWATER DISPOSAL SYSTEM THAT COULD BE USED ON LOTS IN THIS SUBDIVISION ARE INCLUDED IN THE ENGINEER'S SUBDIVISION AND SOILS REPORT AND ARE AVAILABLE FROM THE KENAI PENINSULA BOROUGH. ALL ALTERNATIVE ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS MUST BE DESIGNED FOR THE SPECIFIC INSTALLATION BY A QUALIFIED ENGINEER REGISTERED TO PRACTICE IN ALASKA, AND THE DESIGN MUST BE APPROVED BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION PRIOR TO CONSTRUCTION.

ENGINEER _____ LICENSE NUMBER _____ DATE _____

REFERENCES

(R1) FIVEE QUEST PHASE 2, PLAT 2009-11, KENAI RECORDING DISTRICT

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1 (R1)	300.00'	540.54'	107°03'16"	N45°35'53"W	482.48'
C2 M&R	20.00'	31.42'	90°00'00"	N35°32'29"E	28.28'
C3 M&R	270.00'	594.48'	107°03'16"	N45°35'53"W	434.24'
C4 M&R	20.00'	31.50'	90°3'48"	N52°42'39"E	28.34'
C5 M&R	370.00'	119.71'	111°2'48"	S76°16'33"E	119.35'
C6 M&R	50.00'	135.10'	154°49'07"	N1°49'14"E	97.60'
C7	270.00'	48.71'	95°4'44"	S87°29'51"W	46.65'
C8	270.00'	486.04'	92°7'53"	S53°11'30"E	399.16'
C9	270.00'	68.44'	143°1'23"	S00°20'04"W	68.26'
C10	50.00'	87.55'	77°24'34"	N53°31'31"E	62.53'
C11	50.00'	87.55'	77°24'34"	S23°33'03"E	62.53'

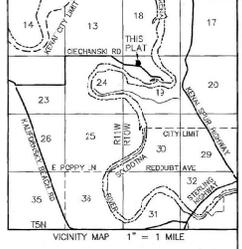
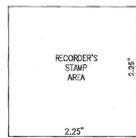
PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF FEBRUARY 26, 2024. KENAI PENINSULA BOROUGH

AUTHORIZED OFFICIAL _____

CERTIFICATE OF SURVEYOR

I, MARK JMONETHI 13022-S, 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 DIMENSIONS AND OTHER DETAILS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



CERTIFICATE OF OWNERSHIP AND DEDICATION

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

ROB NASH, MEMBER LELAND CORPORATION 10355 W HIGHLANDER ROAD BOZISE, IDAHO 83709

NOTARY ACKNOWLEDGEMENT

FOR: ROB NASH ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024

PUBLIC NOTARY SIGNATURE _____ MY COMMISSION EXPIRES: _____



KPB FILE No 2024-003

RIVER QUEST PHASE 3

A SUBDIVISION OF TRACT E RIVER QUEST PHASE 2 PLAT 2009-11 KENAI RECORDING DISTRICT

LOCATED WITHIN NW 1/4 SECTION 15, T54N, R10W, S1M, STATE OF ALASKA KENAI PENINSULA BOROUGH KENAI RECORDING DISTRICT

OWNER: LELAND CORPORATION 10355 W HIGHLANDER ROAD BOZISE, IDAHO 83709 CONTAINING 4.801 ACRES



8000 KING STREET ANCHORAGE, AK 99510 Phone (907) 544-5590 Fax (907) 544-7754 AECL# 1392

DRAWN BY: _____ DATE: 01/31/2024 PROJECT: 23-625
 CHECKED BY: _____ SCALE: 1" = 50' SHEET: 1 OF 1
 MA

TIME EXTENSION REQUEST
RIVER QUEST PHASE 2 ADDITION NO 1

KPB File No.	2024-013
Applicant / Owner:	Leland Corporation of Boise, ID
Surveyor:	Mark Aimonetti and Jason Young / Edge Survey and Design LLC
General Location:	Porter Rd, Brooklyn Ave, and Caden Cir, Kalifornsky Area

STAFF REPORT

PC Meeting: Administrative Approval

2024

On February 1, 2024, a complete preliminary plat application was submitted to the Planning Department. The Plat Committee reviewed and granted conditional approval for the preliminary plat for two years during their regularly scheduled meeting on February 26, 2024. A Notice of Decision was mailed to interested parties on March 5, 2024. On March 7, 2024, a paper final plat was submitted for review to the Planning Department. Staff reviewed the final plat and sent a review letter on May 6, 2024, requesting corrections and missing information needed on the plat.

2026

On January 8, 2026, staff contacted the owners and surveyor notifying them of the upcoming file expiration on February 26, 2026. The surveyor provided a Time Extension request on January 13, 2026, stating that owner postponed while straightening out legal matters with homeowner's association.

This time extension request is the first time extension request associated with this subdivision plat. Per KPB 20.25.110 only two 2-year time extension requests may be granted. This time extension request will extend the subdivision approval to February 26, 2028. If the plat is not recorded before February 26, 2028, or the second and final time extension is not requested, then the approval will expire and a new plat submittal will be required to complete the subdivision.

There have been no changes in the area that would affect this plat.

STAFF RECOMMENDATIONS: Extend preliminary plat approval for two years to February 26, 2028, subject to the following:

1. Copy of plat with current utility reviews being submitted with the final plat.
2. Plat must comply with current Kenai Peninsula Borough Code.

NOTE: 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, allowing for a total approval time of six years. Expiration of time extensions will require the submission of, and action on, a new preliminary plat.

END OF STAFF REPORT

APPROVED



Robert Ruffner, Planning Director

2-24-26

Date

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: River Quest Phase 2 Addition No. 1

Location of Subdivision: Ciechanski/River Quest

KPB Number: 2024-013

Date of Planning Commission Approval(s)

02/26/2024 _____

Reason for time extension request.
Owner postponed while straighten out legal matters with home owners association

Date: 01/13/2026

Signature of Surveyor/Property Owner: 

Time Extension Request

**b. Skyline Heights Estates Kachemak Landing Airpark
KPB File 2023-142**

CERTIFICATE OF OWNERSHIP

WE HEREBY CERTIFY THAT KACHEMAX LANDING, LLC IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON, THAT ON BEHALF OF KACHEMAX LANDING, LLC, WE HEREBY ADOPT THIS PLAN OF SUBDIVISION, AND BY OUR FREE CONSENT, DEWEALT ALL RIGHTS OF WAY AND PUBLIC AREAS TO PUBLIC USE, AND TRANSFER ALL EASEMENTS TO THE USE SHOWN HEREON.

KRISTINA HAYNES, MEMBER
KACHEMAX LANDING, LLC
P.O. BOX 3337
HOMER, AK 99603

AMY ASHLEY, MEMBER
KACHEMAX LANDING, LLC
P.O. BOX 3337
HOMER, AK 99603

NOTARY'S ACKNOWLEDGMENT

FOR: _____
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES _____

NOTARY'S ACKNOWLEDGMENT

FOR: _____
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES _____

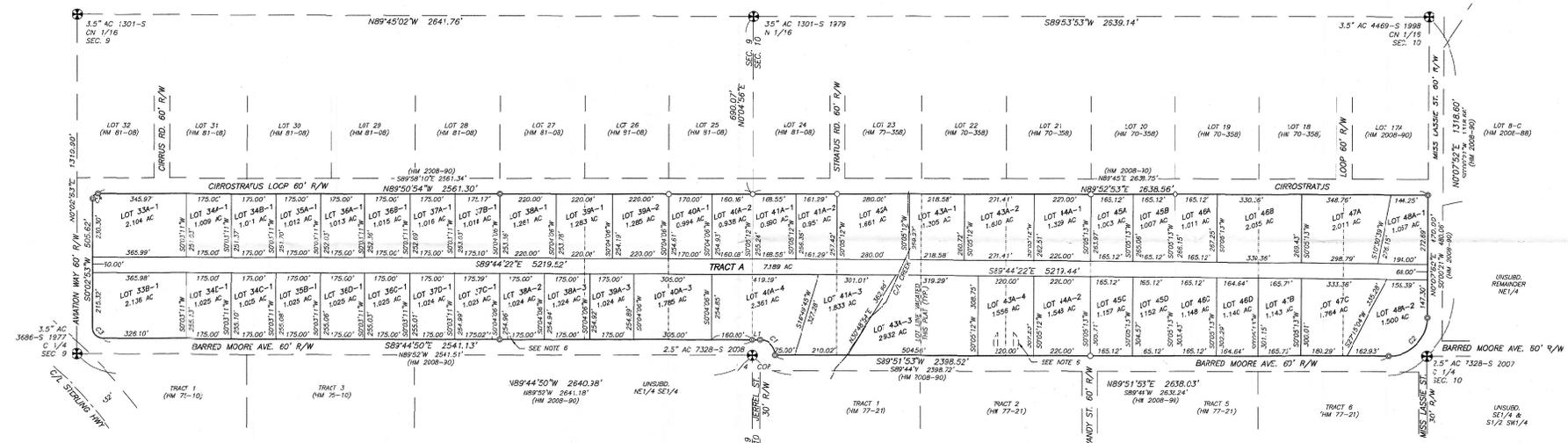
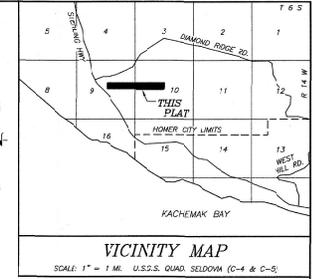
WASTEWATER DISPOSAL

SOIL CONDITIONS IN THIS SUBDIVISION HAVE BEEN FOUND UNSUITABLE FOR CONVENTIONAL WASTE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS. PLANS SHOWING A SURFABLE ALTERNATE WASTEWATER DISPOSAL SYSTEM THAT WOULD OPERATE ON THIS SUBDIVISION ARE INCLUDED IN THE ENGINEER'S SUBDIVISION AND SOIL REPORT. ALL AVAILABLE FROM THE KENAI PENINSULA BOROUGH. ALL ALTERNATE CHOICE MULTIPHASE TREATMENT AND DISPOSAL SYSTEMS MUST BE DESIGNED FOR THE SPECIFIC INSTALLATION BY A QUALIFIED ENGINEER REGISTERED TO PRACTICE IN ALASKA AND THE DESIGN MUST BE APPROVED BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION PRIOR TO CONSTRUCTION.

ENGINEER LICENSE NO. DATE

GPS CONTROL DATA

1. BASIS OF COORDINATES FOR THIS SURVEY IS FROM GPS OBSERVATIONS TAKEN ON THE MONUMENT POSITIONS AS SHOWN ON THIS PLAN UNDER ALASKA STATE PLANE GRID COORDINATES OBTAINED FROM THE GPS OBSERVATIONS WERE BASED ON THE NAD 83 DATUM. HORIZONTAL POSITIONS ARE LISTED IN UTM ZONE 18 Q UTM COORDINATES. THESE COORDINATES SHOULD BE USED TO LOCATE AND VERIFY EXISTING CORNERS AND MONUMENTS.
2. TRUE BEARINGS AND DISTANCES WERE DETERMINED BY ROTATING AND SCALING FROM GRID USING USGS'S TRISTARION "HOMER" AS A SCALING POINT. TRUE BEARINGS WERE OBTAINED BY ROTATING GRID INVERSE AZIMUTHS -117.734°. TRUE DISTANCES WERE OBTAINED BY DIVIDING GRID INVERSE DISTANCES BY 0.99999688.
3. THE RESULTING SCALED COORDINATES WERE TRANSLATED TO A LOCAL COORDINATE SYSTEM BASED ON USGS'S TRISTARION "HOMER" 4=100,000 1=100,000. ALL COORDINATE VALUES REPRESENTY GROUND DISTANCES ORIENTED TO TRUE NORTH.



NOTES

1. A SETBACK OF 20' IS REQUIRED FROM ALL STREET RIGHT-OF-WAYS UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION. THE FRONT LOT ADJACENT TO HIGHWAY OR WAY OR A UTILITY EASEMENT GRANTED THIS PLAN, NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE SAID EASEMENT.
2. ALL WASTEWATER DISPOSAL SYSTEMS SHALL COMPLY WITH EXISTING APPLICABLE LAWS AT THE TIME OF CONSTRUCTION.
3. PROPERTY OWNER SHOULD CONTACT THE ARMY CORPS OF ENGINEERS PRIOR TO ANY ON-SITE DEVELOPMENT OR CONSTRUCTION ACTIVITY TO OBTAIN THE MOST CURRENT WETLAND DESIGNATION (IF ANY). PROPERTY OWNERS ARE RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS.
4. ROADS MUST MEET THE DESIGN AND CONSTRUCTION STANDARDS ESTABLISHED BY THE BOARD OF IN CHARGE TO BE CONSIDERED FOR CERTIFICATION AND INCLUSION IN THE ROAD MAINTENANCE PROGRAM (RMP 14.06).
5. SOME OR ALL OF THE PROPERTY SHOWN ON THIS PLAN WAS BEING RECORDED BY FEMAUR ON THE KENAI PENINSULA BOROUGH SENIOR MAPPER FLOOD HAZARD AREA AS A FLOOD HAZARD AREA DISTRICT AS OF THE DATE THIS PLAN IS RECORDED WITH THE DISTRICT RECORDER'S OFFICE. BEFORE THE DEVELOPMENT OF THE KENAI PENINSULA BOROUGH DEVELOPMENT ADMINISTRATOR SHOULD BE CONTACTED FOR CURRENT INFORMATION AND REGULATIONS. DEVELOPMENTS MUST COMPLY WITH CHAPTER 31.06 OF THE KENAI PENINSULA BOROUGH AREA.
6. THERE ARE EXISTING REMAINING PORTIONS OF TEMPORARY COLL-D-SACS TO BE REMOVED WHEN ROAD 5 EXTENDS PER HW 70-35A.
7. THERE IS A RIGHT OF WAY EASEMENT OF NO DEFINED LOCATION GRANTED TO HOMER ELECTRIC ASSOCIATION, INC. THAT AFFECTS THIS SUBDIVISION RECORDED BY 19 P212 HRD.

GPS CONTROL DATA

IDENTIFIER	NORTHING	EASTING
1/4 COR 59/S10	11795.1418	66328.6654
C 1/4 S9	11810.7835	66688.7160
C 1/4 S10	11800.3735	71967.6860
CN 1/16 S9	113136.7780	66688.8250
CN 1/16 S10	113123.8980	71970.7015

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CH. BEARING	CH. LENGTH
C1	84.20'	80.00'	107000'	N49°08'07"W	84.83'
C2	234.52'	50.00'	89°44'01"	N44°59'52"E	211.64'
C3	62.69'	40.00'	89°47'43"	S44°50'58"E	56.61'
C4	31.45'	20.00'	107°06'13"	S49°06'00"W	28.31'

LINE TABLE

LINE #	LENGTH	BEARING
L1	30.00'	N89°01'53"E

- LEGEND**
- ⊕ FND PRIMARY MONUMENT AS NOTED
 - ⊙ FND 1/2" REBAR W/ 1" PCAF 7328-S 2008
 - FND 1/2" REBAR
 - + SET 2" AC 7068-S 2024
 - LOT LINE VACATED THIS PLAT



HOMER RECORDING DISTRICT KPB FILE NO. 2024-100

**SKYLINE HEIGHTS ESTATES
KACHEMAX LANDING APARTS**

A SUBDIVISION OF LOTS 33A, 33B, 34A, 34B, 34C, 34D, 35A, 35B, 36A, 36B, 36C, 36D, 37A, 37B, 37C, 37D, 38A, 38A, 38A, 40A, 41A, 42A, 44A & 48A (HW 2008-30), AND LOTS 42, 45, 46 & 47 (HW 70-35B) LOCATED IN THE NE1/4 SEC. 9 & THE NW1/4 SEC. 10, T. 6 S., R. 14 W., SEWARD MERIDIAN, KENAI PENINSULA BOROUGH, THIRD JUDICIAL DISTRICT ALASKA.

CONTAINING 11,557 ACRES

SEABRIGHT SURVEY + DESIGN
KATHERINE A. KIRSIS, P.L.S.
1044 EAST ROAD, SUITE A
HOMER, ALASKA 99603
(907) 299-1580

CLIENTS: KACHEMAX LANDING, LLC
P.O. BOX 3337 HOMER, AK 99603

DRAWN BY: KF CKD BY: KK JOB #2023-05
DATE: 12/2023 SCALE: 1"=200' SHEET #1 OF 1

KPB 2023-142

TIME EXTENSION REQUEST
SKYLINE HEIGHTS ESTATES KACHEMAK LANDING AIRPARK

KPB File No.	2023-142
Applicant / Owner:	Kachemak Landing, LLC of Homer, AK
Surveyor:	Katherine Kirsis / Seabright Survey + Design
General Location:	Diamond Ridge, Homer

STAFF REPORT

PC Meeting: Administrative Approval

2023

On December 12, 2023 a complete preliminary plat application was submitted to the Planning Department.

2024

The Plat Committee reviewed and granted conditional approval for the preliminary plat for two years during their regularly scheduled meeting on January 8, 2024. A Notice of Decision was mailed to interested parties on January 12, 2024.

An appeal was submitted on January 24, 2024, requesting the Planning Commission to review the Plat Committee's decision of the plat. On February 26, 2024, the Planning Commission reviewed and granted conditional approval of the preliminary plat.

A Notice of Decision was mailed to interested parties on March 6, 2024. On March 20, 2024, a paper final plat was submitted for review to the Planning Department. Staff reviewed the final plat and sent a review letter on May 15, 2024, requesting corrections and missing information needed on the plat. On November 22, 2024, a second paper final plat was submitted for review to the Planning Department.

2025

Staff reviewed the final plat and sent a review letter on January 23, 2025, requesting corrections and missing information needed on the plat. On December 30, 2025, a final mylar was submitted for review and is line to be reviewed.

2026

On January 7, 2026, staff contacted the owners and surveyor notifying them of the upcoming file expiration on February 26, 2026. The owner provided a Time Extension request on January 14, 2026, stating that the final plat has been submitted and they are waiting for estimated tax payments for 2026 and approval of plat.

This time extension request is the first time extension request associated with this subdivision plat. Per KPB 20.25.110 only two 2-year time extension requests may be granted. This time extension request will extend the subdivision approval to February 26, 2028. If the plat is not recorded before February 26, 2028, or the second and final time extension is not requested, then the approval will expire and a new plat submittal will be required to complete the subdivision.

There have been no changes in the area that would affect this plat.

STAFF RECOMMENDATIONS: Extend preliminary plat approval for two years to February 26, 2028, subject to the following:

1. Copy of plat with current utility reviews being submitted with the final plat.
2. Plat must comply with current Kenai Peninsula Borough Code.

NOTE: 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, allowing for a total approval time of six years. Expiration of time extensions will require the submission of, and action on, a new preliminary plat.

END OF STAFF REPORT



APPROVED



Robert Ruffner, Planning Director

2-27-26

Date

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: Skylina Heights Estates Kachemak Landing
- Location of Subdivision: NE quarter, section 9 T2S R14W, Airpark
- KPB Number: 2023-142 diamond Ridge
- Date of Planning Commission Approval(s)
11/8/24 _____

- Reason for time extension request.
Final Plat has been submitted, waiting for
estimated tax payments for 2024 & approval
of plat

Date: 1/14/24 _____

Signature of Surveyor/Property Owner: Kristina Johnson _____

C. CONSENT AGENDA

- 3. Administrative Approvals**
 - a. Graham-Miller Subdivision #3; KPB File 2023-067**
 - b. Highland Bluff Subdivision Quint Addition; KPB File 2025-120**



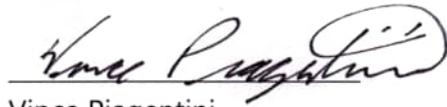
ADMINISTRATIVE APPROVAL

Subdivision: Graham-Miller Subdivision #3
KPB File 2023-067
Seward Recording District

The Kenai Peninsula Borough Planning Commission conditionally approved the preliminary subdivision plat on July 17, 2023. Approval for the plat is valid for two years from the date of approval.

A Time Extension Request was granted on June 9, 2025, which extended preliminary approval to July 17, 2027.

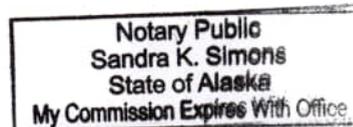
The final plat complied with conditions of preliminary approval and KPB Title 20 (Subdivisions); therefore, per KPB 20.60.220, administrative approval has been granted by the undersigned on Thursday, February 26, 2026.


Vince Piagentini
Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 26th day of February 2026 by Vince Piagentini.


Notary Public for the State of Alaska



My commission expires: with office

The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.

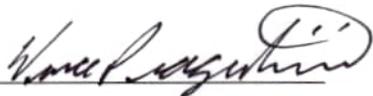


ADMINISTRATIVE APPROVAL

Subdivision: Highland Bluff Subdivision Quint Addition
KPB File 2025-120
Kenai Recording District

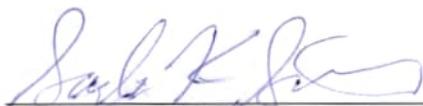
The Kenai Peninsula Borough Planning Commission conditionally approved the preliminary subdivision plat on September 22, 2025. Approval for the plat is valid for two years from the date of approval.

The final plat complied with conditions of preliminary approval and KPB Title 20 (Subdivisions); therefore, per KPB 20.60.220, administrative approval has been granted by the undersigned on Thursday, February 26, 2026.


Vince Piagentini
Platting Manager

State of Alaska
Kenai Peninsula Borough

Signed and sworn (or affirmed) in my presence this 26th day of February 2026 by Vince Piagentini.


Notary Public for the State of Alaska

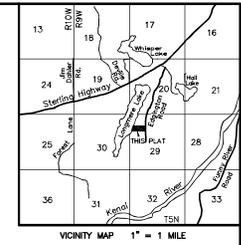
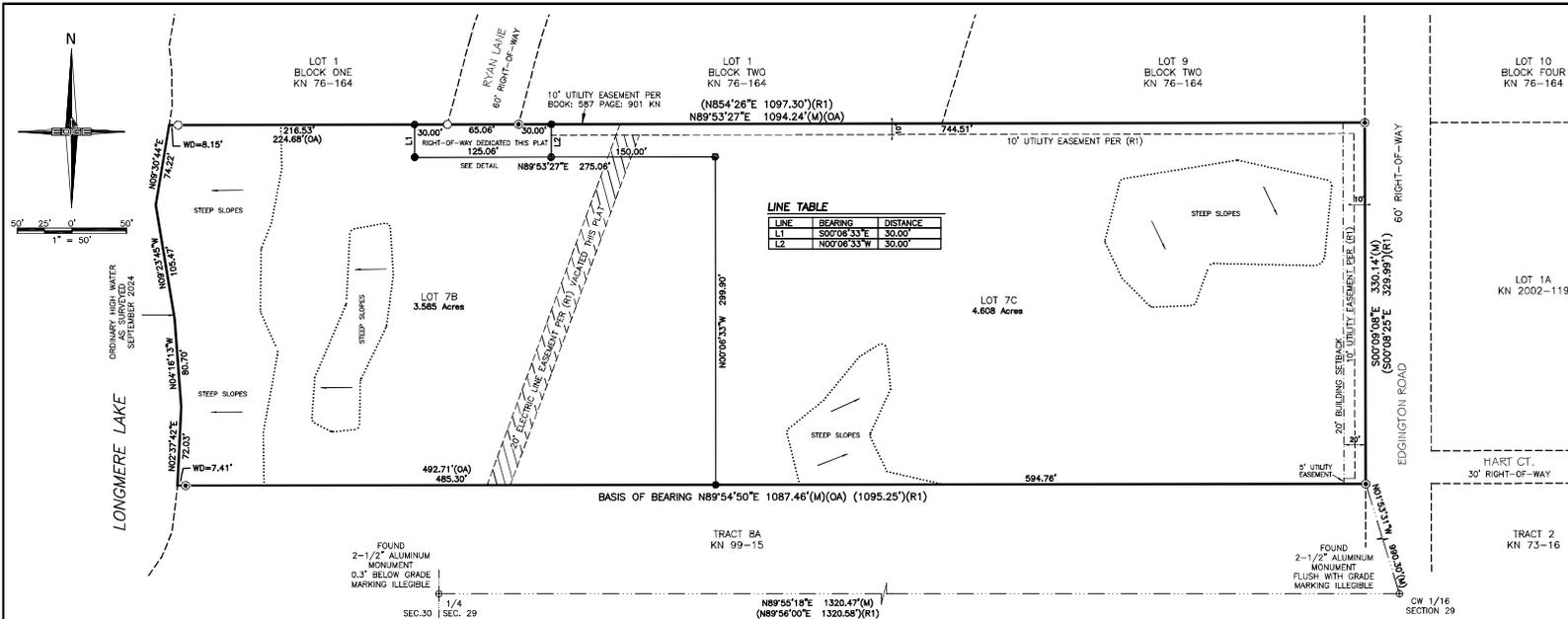
Notary Public
Sandra K. Simons
State of Alaska
My Commission Expires With Office

My commission expires: with office

The survey firm has been advised of additional requirements, if any, to be complied with prior to recording. After the original mylar has been signed by the KPB official, it must be filed with the appropriate district recorder within ten business days by the surveyor or the Planning Department.

C. CONSENT AGENDA

- *5 Plat Amendment Request**
 - a. Dawn Estates Whittenberg Addition; KPB File 2024-120R1A1**



LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°06'33"E	30.00'
L2	N00°06'53"W	30.00'

CERTIFICATE OF SURVEYOR

I, MARK AMONETTI 13022-S, 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.



- LEGEND**
- ⊕ FOUND PRIMARY MONUMENT AS REFERENCED
 - FOUND PROPERTY CORNER 1/2" REBAR
 - ⊙ FOUND PROPERTY CORNER 5/8" REBAR
 - SET PROPERTY CORNER 5/8" X 30" REBAR WITH 2" ALUMINUM CAP STAMPED EDGE SURVEY LS-13022 2024
 - SUBDIVISION BOUNDARY
 - - - INTERIOR LOT LINE
 - - - ADJACENT PROPERTY LINE
 - - - EASEMENT
 - - - BUILDING SETBACK
 - - - MONUMENT LINE
 - STEEP SLOPES
 - (M) MEASURED AND HELD
 - (OA) OVERALL
 - () RECORD DATA

- NOTES**
- BUILDING SETBACK - A SETBACK OF 20 FEET IS REQUIRED FROM ALL STREET RIGHTS-OF-WAY UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
 - FRONT 10 FEET OF THE BUILDING SETBACK ADJACENT TO THE RIGHTS-OF-WAY AND THE FULL 20 FEET WITHIN 5 FEET OF THE SIDE LOT LINES 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 MAY BE AFFECTED BY A GENERAL LOCATION UTILITY EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION, INC. RECORDED ON JULY 16, 1968 IN BOOK 32 PAGE 132 KENAI RECORDING DISTRICT.
 - THIS SUBDIVISION SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON APRIL 9, 1999 IN VOLUME 556 PAGE 55 AND AMENDMENTS THERETO RECORDED ON MAY 7, 1999, VOLUME 557 PAGE 941, KENAI RECORDING DISTRICT.
 - THE BOROUGH WILL NOT ENFORCE PRIVATE COVENANTS, EASEMENTS, OR DEED RESTRICTIONS PER KPB 20.60.170.
 - THIS SUBDIVISION IS AFFECTED BY A UTILITY EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION, INC. RECORDED ON AUGUST 18, 2000 IN BOOK 587 PAGE 901, KENAI RECORDING DISTRICT AS SHOWN.
 - THIS PROPERTY MAY BE AFFECTED BY LOW WET AREAS. 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.
 - ROADS MUST MEET THE DESIGN AND CONSTRUCTION STANDARDS ESTABLISHED BY THE BOROUGH IN ORDER TO BE CONSIDERED FOR CERTIFICATION AND INCLUSION IN THE ROAD MAINTENANCE PROGRAM, KPB 14.06.
 - NO STRUCTURES ARE PERMITTED WITHIN THE PANHANDLE PORTION OF THE FLAG LOT.
 - ACCEPTANCE OF THIS PLAT BY THE KENAI PENINSULA BOROUGH DOES NOT INDICATE ACCEPTANCE OF ANY ENCROACHMENTS.
 - UTILITY EASEMENT VACATION APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF DECEMBER 16, 2024.
 - THE NATURAL MEANDERS OF THE LINE OF MEAN HIGH WATER OR ORDINARY WATER FORMS THE TRUE BOUNDS OF THE SUBDIVISION, THE APPROXIMATE LINE OF MEAN HIGH WATER OR ORDINARY HIGH WATER, AS SHOWN, IS FOR COMPUTATIONS ONLY. THE TRUE PROPERTY CORNERS BEING ON THE EXTENSION OF THE SIDE LOT LINES AND THEIR INTERSECTION WITH THE NATURAL MEANDERS.
 - WASTEWATER DISPOSAL LOT 7C, LOTS WHICH ARE AT LEAST 200,000 SQUARE FEET IN SIZE MAY NOT BE SUITABLE FOR ONSITE WASTEWATER TREATMENT AND DISPOSAL. ANY WASTEWATER TREATMENT AND DISPOSAL SYSTEMS MUST MEET THE REGULATOR REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
- WASTEWATER DISPOSAL LOTS 7B, ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION APPROVED SEPTIC SYSTEM IN USE AT TIME OF THIS PLATTING ACTION. ANY WASTEWATER TREATMENT AND DISPOSAL SYSTEMS MUST MEET THE REGULATOR 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 DECEMBER 16, 2024.

KENAI PENINSULA BOROUGH

AUTHORIZED OFFICIAL

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

BETTY WHITTENBERG
PO BOX 143
SOLDOTNA, AK 99669

NOTARY ACKNOWLEDGEMENT

FOR: BETTY WHITTENBERG
ACKNOWLEDGED BEFORE ME

THIS DAY OF _____ 2025

PUBLIC NOTARY SIGNATURE

WHITTENBERG, ROBERT L.
PO BOX 143
SOLDOTNA, AK 99669

NOTARY ACKNOWLEDGEMENT

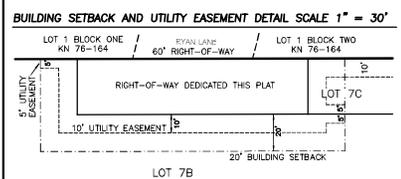
FOR: WHITTENBERG, ROBERT L.
ACKNOWLEDGED BEFORE ME

THIS DAY OF _____ 2025

PUBLIC NOTARY SIGNATURE

REFERENCES

(R1) DAWN ESTATES NO. 2, PLAT 99-15, KENAI RECORDING DISTRICT



CERTIFICATE OF ACCEPTANCE BY KENAI PENINSULA BOROUGH

THE UNDERSIGNED OFFICIAL IDENTIFIED BY NAME AND TITLE IS AUTHORIZED TO ACCEPT AND HEREBY ACCEPTS ON BEHALF OF THE KENAI PENINSULA BOROUGH 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 WAY DEDICATED ON THIS PLAT - TURN AROUND AT END OF RYAN LANE

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.

DATE

AUTHORIZED OFFICIAL
KENAI PENINSULA BOROUGH
144 NORTH BINKLEY STREET
SOLDOTNA, ALASKA 99669

AMENDED
KPB FILE NO. 2024-120R1

DAWN ESTATES WHITTENBERG ADDITION

A REPLAT OF
ACTUAL 7A DAWN ESTATES NO. 2
PLAT 99-15, KENAI RECORDING DISTRICT
LOCATED WITHIN SW1/4 NW1/4 SECTION 29,
T.5N., R.9W., S.4M.,
STATE OF ALASKA
KENAI PENINSULA BOROUGH
KENAI RECORDING DISTRICT

OWNERS:
ROBERT L. AND BETTY WHITTENBERG
PO BOX 143
SOLDOTNA, AK 99669
CONTAINING 8.280 ACRES

EDGE
SURVEY AND DESIGN, LLC
8000 KING STREET ANCHORAGE, AK 99518
Phone (907) 344-5500 Fax (907) 344-7724
AEL# 1392

DRAWN BY: JY DATE: 03/03/2025 PROJECT: 24-581
CHECKED BY: MA SCALE: 1" = 50' SHEET: 1 OF 1

**PLAT AMENDMENT REQUEST
DAWN ESTATES WHITTENBERG ADDITION AMENDED**

KPB File No.	2024-120R1A1
Planning Commission Meeting:	March 16, 2026
Surveyor:	Jason Young and Mark Aimonetti, Edge Survey and Design, LLC
General Location:	Ryan Lane, Sterling

STAFF REPORT

Following the recording of the plat Dawn Estates Whittenberg Addition KN 2025-25 with the State Recorder’s Office, errors of the ownership name on the plat were identified and the surveyor contacted for correction by an Amended Plat as per 11 AAC 53.260. The survey firm has requested permission to withdraw the original mylar for amendment with this submittal request.

Specific Request

The following correction is proposed to the plat:

- Correct the name of Robert L. Whittenberg in the Certificate of Ownership and Dedication and the Notary Acknowledgement, changing “Bob” to “Robert L. “

Notification

A notification letter was sent to all affected land owners. They were informed of the proposed correction and advised that the amendment will not affect lot designations or monumentation

Staff recommends approval of the requested amendment, with the following actions:

- Add “PLAT” after AMENDED above the title block, per 11 AAC 53.260(1)
- Add reference to KPB 2024-120R1A1 near the KPB File No 2024-120R1 as this is the associated file.
- In the Surveyor’s Affidavit, add the initial L. after Robert in the statement of revision.

RECOMMENDATION:

GRANT APPROVAL TO THE SURVEYOR TO WITHDRAW THE ORIGINAL RECORDED/FILED MYLAR TO AMEND AS REQUESTED, SUBJECT TO THE FOLLOWING:

1. **WRITTEN APPROVAL BY THE STATE RECORDER.**
2. **COMPLIANCE WITH STAFF RECOMMENDATIONS**

20.25.120 – Review and appeal.

A decision of the planning commission may be appealed to the hearing officer by a party of record within 15 days of the date of distribution of decision in accordance with KPB 21.20.250.

END OF STAFF REPORT

Edge Survey and Design LLC.
8000 King Street Anchorage, Alaska 99518

Dawn Estates Whittenberg Addition

The above referenced subdivision plat, as filed in the Kenai Recording District Office under the plat file number 2025-25 has been revised as follows.

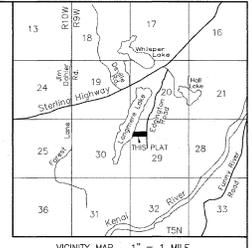
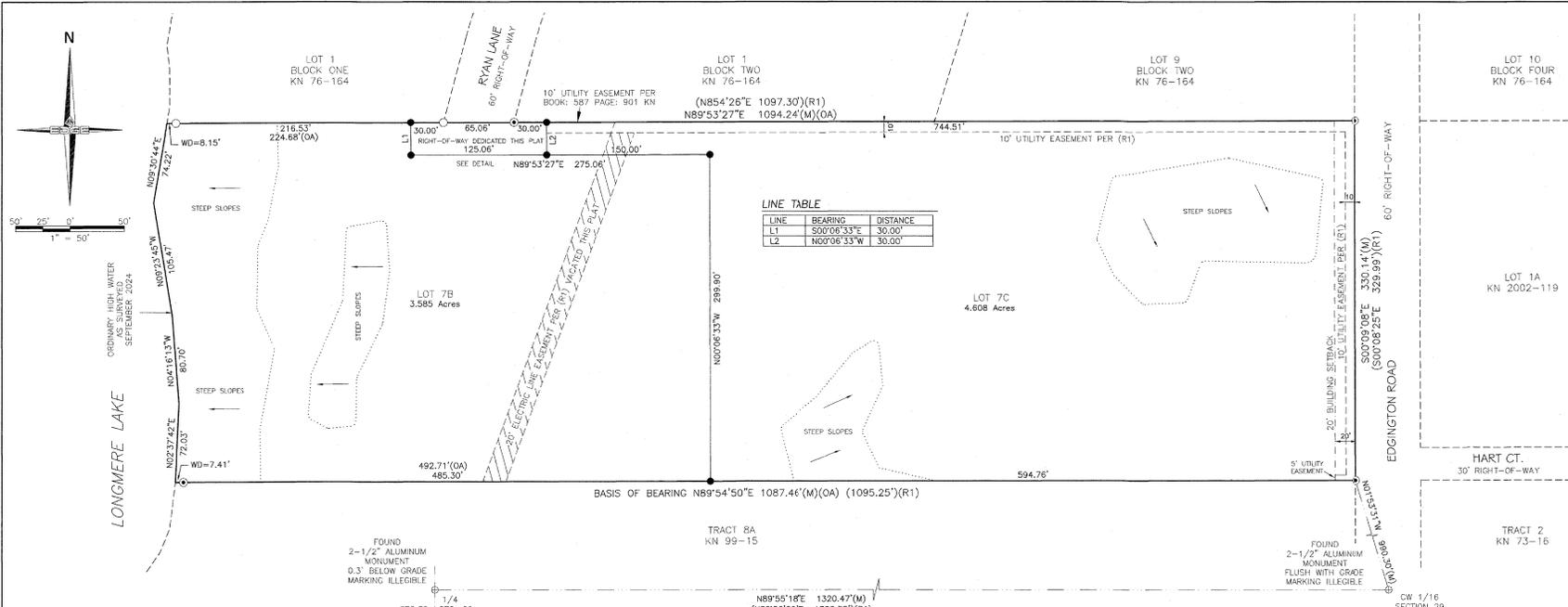
The name of Robert L. Whittenberg has been changed from Bob to Robert within the certificate of ownership and dedication and the notary acknowledgement.

The above revision constitutes the sole change made to the plat aside from the notation above the title block on the plat. The above revision does not affect any valid existing rights. I am therefore submitting this plat for refiling as corrected.

Date

Registration Number

Registered Land Surveyor



LINE TABLE

LINE	BEARING	DISTANCE
L1	S30°06'33"E	30.00'
L2	N00°06'33"W	30.00'

CERTIFICATE OF SURVEYOR

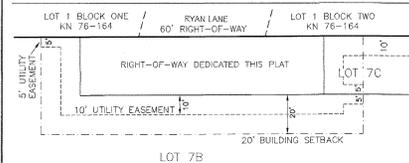
I, MARK AMONETTI 13022-S, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONAL AND OTHER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



- LEGEND**
- ⊕ FOUND PROPERTY CORNER
 - FOUND PROPERTY CORNER 1/2" REBAR
 - ⊙ FOUND PROPERTY CORNER 3/4" REBAR
 - SET PROPERTY CORNER 5/8" X 3/4" REBAR WITH 2" ALUMINUM CAP STAMPED EDGE SURVEY LS-13022 2024
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 - INTERIOR LOT LINE
 - - - ADJACENT PROPERTY LINE
 - - - EASEMENT
 - - - BUILDING SETBACK
 - - - MONUMENT TIE LINE
 - - - STEEP SLOPES
 - (M) MEASURED AND HELD
 - (OA) OVERALL
 - () RECORD DATA

REFERENCES
(R1) DAWN ESTATES NO. 2, PLAT 99-15, KENAI RECORDING DISTRICT

BUILDING SETBACK AND UTILITY EASEMENT DETAIL SCALE 1" = 30'



- NOTES**
- BUILDING SETBACK - A SETBACK OF 20 FEET IS REQUIRED FROM ALL STREET RIGHTS-OF-WAY UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
 - FRONT 10 FEET OF THE BUILDING SETBACK ADJACENT TO THE RIGHTS-OF-WAY AND THE FULL 20 FEET WITHIN 5 FEET OF THE SIDE LOT LINES 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.
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- WASTEWATER DISPOSAL LOTS 7B, ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION APPROVED SEPTIC SYSTEM IN USE AT TIME OF THIS PLATTING ACTION. ANY WASTEWATER TREATMENT AND DISPOSAL SYSTEMS MUST MEET THE REGULATOR REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

CERTIFICATE OF ACCEPTANCE BY KENAI PENINSULA BOROUGH

THE UNDERSIGNED OFFICIAL IDENTIFIED BY NAME AND TITLE IS AUTHORIZED TO ACCEPT AND HEREBY ACCEPTS ON BEHALF OF THE KENAI PENINSULA BOROUGH 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 INCLUDING AS FOLLOWS:

RIGHT OF WAY DEDICATED ON THIS PLAT - TURN AROUND AT END OF RYAN LANE

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.

Mark Amonetti
 VACATE DEDICATED RIGHT-OF-WAY
 AUTHORIZED OFFICIAL
 KENAI PENINSULA BOROUGH
 144 NORTH BRINKLEY STREET
 SOLDOTNA, ALASKA 99569

Bob L. Whittenberg
 DATE

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF DECEMBER 16, 2024.

KENAI PENINSULA BOROUGH

David J. ... 5/13/2025

AUTHORIZED OFFICIAL

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

Betty Whittenberg
 BETTY WHITTENBERG
 PO BOX 743
 SOLDOTNA, AK 99669

Bob L. Whittenberg
 BOB L. WHITTENBERG
 PO BOX 143
 SOLDOTNA, AK 99669

NOTARY ACKNOWLEDGEMENT

FOR: BETTY WHITTENBERG
 ACKNOWLEDGED BEFORE ME
 THIS 5th DAY OF March 2025

[Signature]
 PUBLIC NOTARY SIGNATURE

NOTARY ACKNOWLEDGEMENT

FOR: BOB L. WHITTENBERG
 ACKNOWLEDGED BEFORE ME
 THIS 5th DAY OF March 2025

[Signature]
 PUBLIC NOTARY SIGNATURE

Notary Public
 JASON YOUNG
 State of Alaska
 My Commission Expires December 1, 2028

Notary Public
 JASON YOUNG
 State of Alaska
 My Commission Expires December 1, 2028

2025-25
 Plat #
 Kenai
 Rec Dist
 Date 05-11-2025
 Time 12:47 PM

KPB FILE No. 2024-120R1

DAWN ESTATES WHITTENBERG ADDITION

A REPLAT OF
 TRACT 7A DAWN ESTATES NO. 2
 PLAT 99-15, KENAI RECORDING DISTRICT

LOCATED WITHIN SW1/4 NW1/4 SECTION 29,
 T.5N., R.9W., S.1M.
 STATE OF ALASKA
 KENAI PENINSULA BOROUGH
 KENAI RECORDING DISTRICT

OWNERS:
 ROBERT L. AND BETTY WHITTENBERG
 PO BOX 143
 SOLDOTNA, AK 99669

CONTAINING 8.280 ACRES



DRAWN BY: DATE: 03/03/2025 PROJECT: 24-591
 CHECKED BY: SCALE: 1" = 30' SHEET: 1 OF 1
 M.A.

C. CONSENT AGENDA

- *7. Minutes**
 - a. February 23, 2026 Planning Commission Meeting Minutes**

Kenai Peninsula Borough Planning Commission

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

FEBRUARY 23, 2026
7:30 P.M.
UNAPPROVED MINUTES

AGENDA ITEM A. CALL TO ORDER

Commissioner Brantley called the meeting to order at 7:30 p.m.

AGENDA ITEM B. ROLL CALL

Commissioners Present

Jeremy Brantley, Sterling / Funny River
Pamela Gillham, Kalifornsky/Kasilof District
Jeffrey Epperheimer, Nikiski District
Dawson Slaughter, Southern Peninsula District
Virginia Morgan, Cooper Landing/Hope/Eastern Peninsula District
Diane Fikes, City of Kenai
Paul Whitney, City of Soldotna
Franco Venuti, City of Homer

With 8 members present, a quorum was present.

Staff Present

Robert Ruffner, Planning Department Director
Wayne Cary, Deputy Borough Attorney
Samantha Lopez, River Center Manager
Morgan Aldridge Planner
Brittney Hoffert, LMD Technician
Ann Shirnberg, Planning Administrative Assistant

AGENDA ITEM C. CONSENT & REGULAR AGENDA

***6. Commissioner Excused Absences**

- a. Vacant, City of Seward

***7. Minutes**

- a. February 9, 2026 Planning Commission Meeting Minutes

Chair Brantley asked Ms. Shirnberg to read the consent agenda items into the record. He then asked if anyone wished to speak to any of the items on the consent agenda. Seeing and hearing no one wishing to comment, Chair Brantley brought it back to the commission for a motion.

MOTION: Commissioner Epperheimer moved, seconded by Commissioner Slaughter to approve the consent and regular agendas.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
---------	---

AGENDA ITEM E. NEW BUSINESS

ITEM #1- UTILITY EASEMENT ALTERATION

VACATE THE 15-FOOT-WIDE UTILITY EASEMENT LOCATED ALONG THE SOUTHERN BOUNDARY OF LOTS 1-A AND 2-A, BLOCK 5, GRANTED BY LOFTY ESTATES SUB UNIT 2, PLAT HM 76-5 & CARRIED FORWARD BY LOFTY ESTATES SUB UNIT 2 2014 ADDN, PLAT HM 2015-21

KPB File No.	2025-184V
PC Resolution No.	2026-17
Planning Commission Meeting:	February 23, 2026
Applicant / Owner:	Michael & Deborah Limacher
Surveyor:	None
General Location:	Fry Court & Diamond Ridge Road / City Homer

Staff report given by Platting Manager Vince Piagentini.

Commissioner Brantley opened the item for public comment. Seeing and hearing no one wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commissioner Slaughter moved, seconded by Commissioner Epperheimer to adopt Planning Commission Resolution 2026-17 granting the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65, adopting and incorporating by reference the staff report, staff recommendations and subject to the two conditions as set forth in the staff report.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
---------	---

ITEM #2 – CONDITIONAL USE PERMIT

FOR THE CONSTRUCTION OF A CULVERT WITHIN THE 50’ HABITAT PROTECTION DISTRICT OF THE UNNAMED STREAM (244-30-10010-2031)

PC Resolution No.	2026-16
Planning Commission Meeting:	February 23, 2026
Applicant / Owner:	Alaska Department of Transportation
Physical Location:	Kenai Spur Highway MP 4

Staff report given by Planner Morgan Aldridge. Ms. Aldridge noted that dimension noted in the staff report and resolution were incorrect. The culverts will be 162” by 288’.

Commissioner Brantley opened the item for public comment. Seeing and hearing no one wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commissioner Gillham moved, seconded by Commissioner Whitney to adopt Planning Commission Resolution 2026-16 granting approval of a conditional use permit pursuant to KPB 21.18 for the replacement of a culvert and adding fill within the 50-foot Habitat Protection District of the Unnamed stream (244-30-10010-2031).

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
---------	---

AMENDMENT MOTION: Commissioner Gillham moved, seconded by Commissioner Epperheimer to amend the resolution to reflect the correct the culvert dimensions of 162” by 288’.

Hearing no objection or further discussion, the motion was carried by the following vote:

AMENDMENT MOTION PASSED BY UNANIMOUS VOTE:

Yes - 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
---------	---

**ITEM #3 – CONDITIONAL USE PERMIT
FOR ELEVATED LIGHT PENETRATING STRUCTURES, BANK STABILIZATION & A FENCE WITHING
THE 50’ HABITAT PROTECTION DISTRICT OF THE KENAI RIVER**

PC Resolution No.	2026-15
Planning Commission Meeting:	February 23, 2026
Applicant / Owner:	Kenai Peninsula Borough
Parcel ID No.	063-340-19
Physical Location:	514 Funny River Road

Staff report given by Planner Morgan Aldridge.

Commissioner Brantley opened the item for public comment.

- Nick Cannon: Mr. Cannon spoke to several issues he has with the Kenai River Center.

Seeing and hearing no one else wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commissioner Gillham moved, seconded by Commissioner Venuti to adopt Planning Commission Resolution 2026-15 granting approval of a conditional use permit pursuant to KPB 21.18 for the installation of elevated light penetrating platforms, bank revegetation and a fence within the 50’ Habitat Protection District of the Kenai River.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes – 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
---------	---

**ITEM #4 – ORDINANCE 2026-07
AUTHORIZING THE KPB TO ENTER INTO A LONG TERM LEASE AGREEMENT WITH THE CITY OF
SEWARD FOR OPERATION OF A PUBLIC OUTDOOR SHOOTING RANGE**

Staff report given by Land Management Officer Aaron Hughes

Commissioner Brantley opened the item for public comment. Seeing and hearing no one wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commissioner Whitney moved, seconded by Commissioner Morgan to forward to the Assembly a recommendation to adopt Ordinance 2026-07 authorizing the Kenai Peninsula Borough to enter into a long term lease agreement with the City of Seward for the operation of a public outdoor shooting range.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes – 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
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**ITEM #5 – ORDINANCE 2026-06
AMENDING BOROUGH CODE SECTION 17.10.100(F) REGARDING METHODS OF DISPOITION**

Staff report given by Land Management Officer Aaron Hughes

Commissioner Brantley opened the item for public comment. Seeing and hearing no one wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commissioner Slaughter moved, seconded by Commissioner Epperheimer to forward to the Assembly a recommendation to adopt Ordinance 2026-06 amending Borough code section 17.10.100(F) regarding methods of disposition.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes – 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
---------	---

**ITEM #6 – ORDINANCE 2026-04
AMENDING KPB 2.56.030 TO ADOPT THE 2045 HOMER COMPREHENSIVE PLAN FOR THAT
PORTION OF THE BOROUGH WITHIN THE BOUNDARIES OF THE CITY OF HOMER**

Staff report given by Planning Director Robert Ruffner.

Commissioner Brantley opened the item for public comment.

- Ryan Foster, Homer City Planner: Mr. Foster made himself available for questions.

Seeing and hearing no one else wishing to comment, public comment was closed and discussion was opened among the committee.

Commissioner Venuti requested to be recused from this matter as he had voted on this item in his capacity as a planning commissioner for the City of Homer.

MOTION: Commissioner Gillham moved, seconded by Commissioner Whitney to forward to the Assembly a recommendation to adopt Ordinance 2026-04 amending KPB 2.56.030 to adopt the 2045 Homer Comprehensive Plan for that portion of the Borough within the boundaries of the City of Homer.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes – 8	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
---------	---

AGENDA ITEM H. PRESENTATIONS / PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

Chair Brantley asked if there was anyone who wished to comment on anything that was not on the agenda. There was no one who wished to comment.

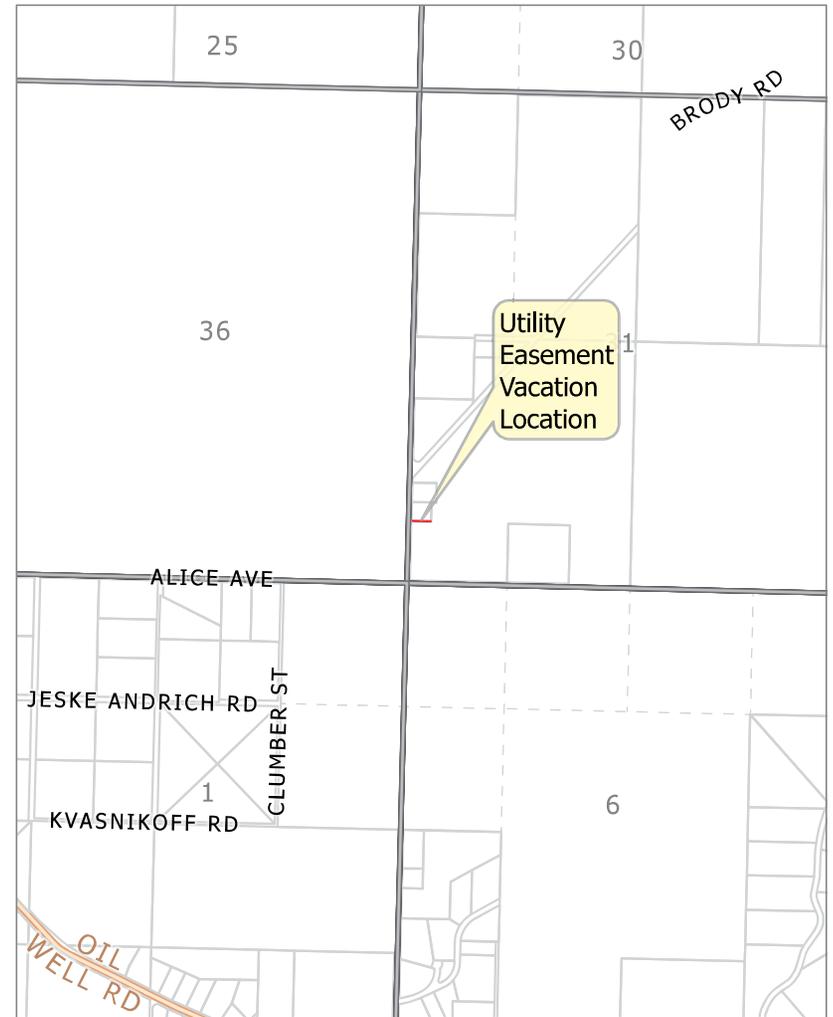
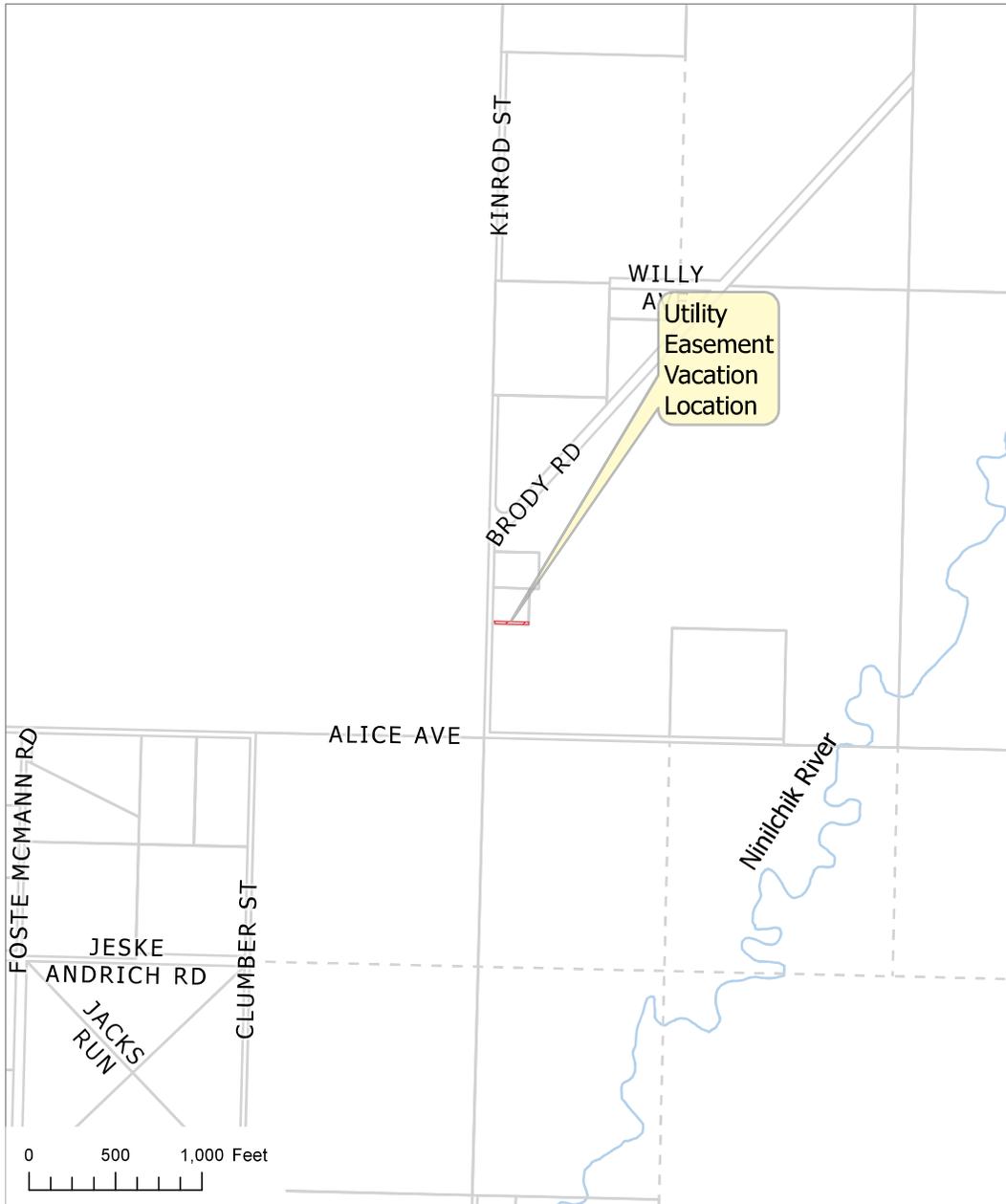
AGENDA ITEM K. ADJOURNMENT

Commissioner Epperheimer moved to adjourn the meeting at 8:22 P.M.

Ann E. Shirnberg
Administrative Assistant

E. NEW BUSINESS

- 1. Utility Easement Vacation; KPB File 2025-131V
Peninsula Surveying / Tilbury
Request: Vacates a 10' wide utility easement along the
southern border of Lot 1, Kinrod Addition, Plat HM 81-18
Ninilchik Area**

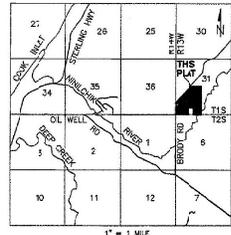


KPB File 2025-131V
T01S R13W SEC31
Ninilchik

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



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

PATRICIA E. TILBURY, OWNER TRACT B2
 P.O. BOX 30021
 NINILCHIK, AK 99639

STEVEN A. TILBURY, AKA STEVEN TILBURY, OWNER TRACT B2 & LOT 1
 P.O. BOX 30021
 NINILCHIK, AK 99639

NOTARY ACKNOWLEDGMENT
 FOR: PATRICIA E. TILBURY
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025

NOTARY PUBLIC FOR: _____
 MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGMENT
 FOR: STEVEN A. TILBURY, AKA STEVEN TILBURY
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025

NOTARY PUBLIC FOR: _____
 MY COMMISSION EXPIRES: _____

PLAT APPROVAL
 THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMITTEE AT THE MEETING OF SEPTEMBER 22, 2025.

BOROUGH OFFICIAL _____ DATE _____

KPB FILE NUMBER: 2025-131

PENNSULA SURVEYING, LLC
 10335 KATINA SOLIVKHOV, NINILCHIK, AK 99635
 (907)306-7055

PLAT OF
KINROD 2025 REPLAT
 A SUBDIVISION OF
 TRACT B2, KINROD 2018 REPLAT, HM2018-28
 & LOT 1, KINROD ADDITION, HM81-19

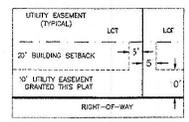
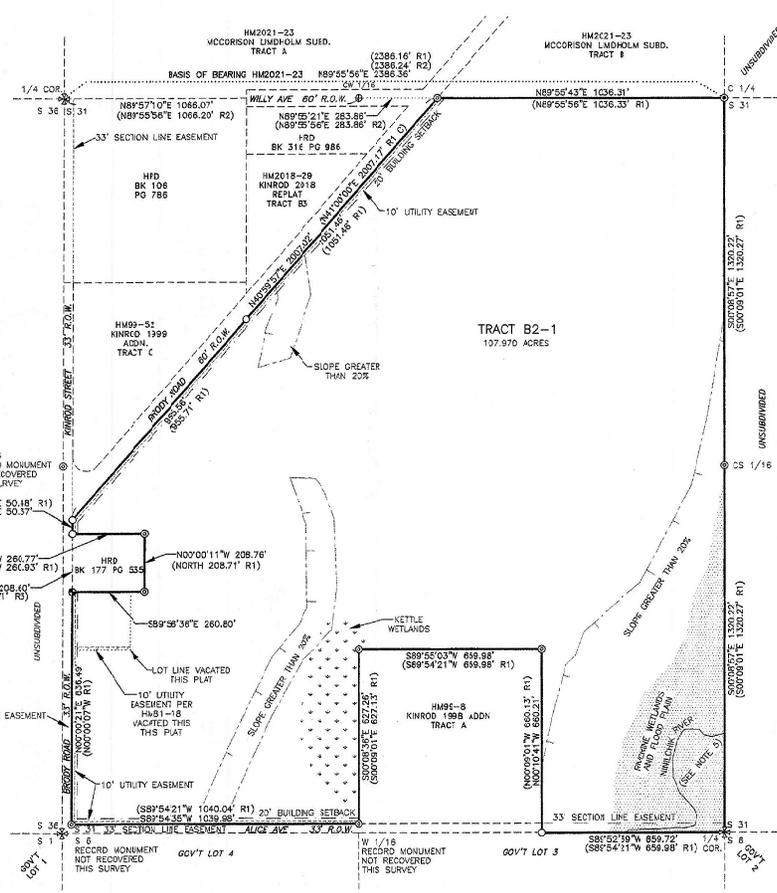
LOCATED WITHIN
 SW1/4 SEC 31, T15, R15W, S4M
 HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, KENAI PENINSULA
 BOROUGH, ALASKA, CONTAINING 107.970 ACRES

OWNERS: PATRICIA E. TILBURY, STEVEN A. TILBURY, AKA STEVEN TILBURY
 P.O. BOX 30021 P.O. BOX 30021
 NINILCHIK, AK 99639 NINILCHIK, AK 99639

SCALE: 1" = 200' DATE: FEBRUARY 2, 2025
 DRAWN: BLT CHECKER: JLS SHEET: 1 OF 1



WASTEWATER DISPOSAL
 TRACT B1-A: LOTS WHICH ARE AT LEAST 200,000 SQUARE FEET IN SIZE MAY NOT BE SUITABLE FOR ONSITE WASTEWATER TREATMENT AND DISPOSAL. ANY WASTEWATER TREATMENT OR DISPOSAL SYSTEM MUST MEET THE REGULATORY REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.



- NOTES**
1. A BUILDING SETBACK OF 20' IS REQUIRED FROM ALL STREET RIGHT-OF-WAYS UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
 2. THE FRONT 10' OF ADJOINING DEDICATED RIGHTS-OF-WAY THAT INCREASE TO 20' WITHIN 5' OF THE SIDE LOT LINES IS ALSO A UTILITY EASEMENT.
 3. 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.
 4. HOMER ELECTRIC ASSOCIATION HAS A GENERAL EASEMENT, RECORDED JANUARY 25, 1974 IN BOOK 74 PAGE 99, HRD.
 5. SUBJECT TO RIGHTS OF THE PUBLIC AND OR GOVERNMENTAL AGENCIES IN AND TO THAT PORTION OF SAID PREMISES LYING BELOW THE MEAN HIGH WATER MARK OF NINILCHIK RIVER AND ANY QUESTIONS OF RIGHT OF ACCESS TO NINILCHIK RIVER IN THE EVENT SAID LANDS DO NOT IN FACT ABUT THE NINILCHIK RIVER.
 6. ANY PERSON DEVELOPING THIS PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS, INCLUDING A U.S. ARMY CORPS OF ENGINEERS WETLAND DETERMINATION IF APPLICABLE.
 7. THE KPB PLAT COMMITTEE GRANTED AN EXCEPTION TO KPB 20.30.050, PROPOSED STREET LAYOUT REQUIREMENTS AND AN EXCEPTION TO KPB 20.30.120, BLOCK LENGTH AT THE MEETING OF JANUARY 22, 2018, ON SEPTEMBER 22, 2025 THE PLANNING COMMISSION CONCURRED TO CARRY FORWARD THESE EXCEPTIONS TO THIS PLAT.
 8. PORTIONS OF THIS SUBDIVISION ARE WITHIN THE KENAI PENINSULA BOROUGH ANADROMOUS WATERS HABITAT PROTECTION DISTRICT. SEE KPB CHAPTER 21.18, AS MAY BE AMENDED, FOR RESTRICTIONS THAT AFFECT DEVELOPMENT IN THIS SUBDIVISION. WIDTH OF THE HABITAT PROTECTION DISTRICT SHALL BE IN ACCORDANCE WITH KPB 21.18.040.
 9. SUBJECT TO A RIGHT-OF-WAY EASEMENT, RECORDED SEPTEMBER 24 1973 IN BOOK 72 PAGE 11, HRD, THIS 60 FOOT WIDE EASEMENT IS CENTERED ON THE HISTORIC SEISMIC LINE WHICH IS NOW REDEDICATED AS THE DIAGONAL PORTION OF ERDORY ROAD.
 10. SUBJECT TO A ROAD RESERVATION OF 33 FEET ALONG EACH SIDE OF THE SECTION LINE AS CREATED BY 43 U.S.C. 932.

- LEGEND**
- ⊕ FOUND US200 BRASS CAP MONUMENT, 1913
 - ⊙ FOUND 2.5" ALUMINUM MONUMENT BY 7326-S, 2003
 - ⊙ FOUND 2 1/2" AL-CAP BY 14488-S, 2016
 - FOUND 1/2" REBAR
 - ⊕ FOUND 2 1/2" AL-CAP BY 13022-S, 2021
 - ⊕ SET RPO ON 5/8" X 3/8" REBAR BY L514468
 - (R1) RECORD DATA PER HM2018-29
 - (R2) RECORD DATA PER HM2021-23
 - (R3) RECORD DATA PER HM99-8

KPB 2025-131V

AGENDA ITEM E. NEW BUSINESS

**ITEM #1 - UTILITY EASEMENT ALTERATION
VACATE A 10-FOOT-WIDE UTILITY EASEMENT LOCATED ON THE SOUTHERN BOUNDARY OF LOT 1,
KINROD ADDITION, PLAT HM 81-18**

KPB File No.	2025-131V
Planning Committee Meeting:	March 16, 2026
Applicant / Owner:	Steven A. Tilbury of Ninilchik, Alaska
Surveyor:	Jason Schollenberg, Peninsula Surveying, LLC
General Location:	Brody Road off Oil Well Road, Ninilchik

STAFF REPORT

Specific Request / Purpose as stated in the petition:

This petition to vacate the utility easement is going along with a replat of Tract B2, Kinrod 2018 Replat, HM2018-20 and Lot 1, Kinrod Addition, HM81-18. The proposed plat would vacate the lot line that this easement follows. The owners would like to be able to freely use their entire lot.

Notification: Notice of vacation mailings were sent by regular mail to four owners of property within 300 feet. Notice of the proposed vacation was emailed to nine agencies and interested parties.

Staff Analysis:

Kinrod Addition (HM 81-18) granted a 5-foot utility easement along Brody Road and a 10-foot utility easement Along the south lot line of Lot 1.

The 10-foot utility easement located on the south lot line of Lot 1 HM81-2 is being petitioned to be vacated and finalized with the plat Kinrod 2025 Replat. This easement is shown as a hatched area on the associated preliminary plat, on the west side and flagged as vacated this plat.

On September 22, 2025, The Plat Committee reviewed and granted conditional approval of the preliminary plat, Kinrod 2025 Replat (KPB 2025-131). If the vacation request is approved, the plat will finalize the vacation of the utility easement. **Staff recommends** a plat note be added that included the approval of the petition to vacate and date of this meeting.

The proposed plat reconfigures the lot lines between Lot 1, Kinrod Addition (Plat HM 81-18), and Tract B2, Kinrod 2018 Replat (HM 2018-29), eliminating the former south lot line of Lot 1. A 10-foot utility easement adjacent to all rights-of-way (HM 99-8) is being carried forward on the proposed plat, which incorporates the former 5-foot utility easement from HM81-18.

Homer Electric Association, Inc was granted a right-of-way easement as recorded in Book 74, Page 99, HRD. This easement has been denoted as plat note number 4.

Utility provider review:

HEA	No objection to the vacation of the 10-foot platted utility easement as depicted on the drawing.
ENSTAR	Approved as shown.
ACS	No objections
GCI	Approved as shown
KPB RSA	No objections at this time

Applicant Findings:

1. The proposed replat would vacate the lot line that this easement follows. If the proposed plat is approved, this easement will cut through the middle of the property, limiting use and development.
2. Alternate utility easements are in place along the sides of the property. These can be used for any future utilities.

Staff Findings:

3. ACS, ENSTAR, GCI, HEA, and KPB Roads, provided written non-objection to the proposed vacation.
4. Kinrod Addition (HM 81-18) granted a 5-foot utility easement adjacent to Brody Road and a 10-foot utility easement on the south lot line of Lot 1.
5. On September 22, 2025, The Plat Committee reviewed and granted conditional approval of the preliminary plat, Kinrod 2025 Replat (KPB 2025-131). If approved, this plat will be used to finalize the vacation of the utility easement.
6. A 10-foot utility easement adjacent to all rights-of-way (HM 99-8) is being carried forward on the proposed plat, which will include the former 5-foot utility easement from HM81-18.
7. Homer Electric Association, Inc was granted a right-of-way easement as recorded in Book 74, Page 99, HRD.
8. No surrounding properties will be denied utilities.

STAFF RECOMMENDATIONS

CORRECTIONS / EDITS

- Plat note 7, September is spelled incorrectly and needs corrected.
- In the wastewater disposal note, change Tract B1-A to Tract B2-1.

Make the following addition::

- If approved, add a note on the associated final plat referencing the utility easement being approved for vacation at the March 16, 2026, KPB Planning Commission meeting and this plat is finalizing the vacation petition in accordance with KPB 20.65.070 (H) (1).

RECOMMENDATION:

Based on consideration of the merits as outlined by Staff comments and Staff findings, Staff recommends APPROVAL of the utility easement alteration as petitioned, subject to:

1. Grant utility easements requested by utility providers.
2. Finalizing the approval of the easement alteration by;
 - a. The recording of a subdivision plat within 12 months, compliant with the requirements of Chapter 20 of KPB Code or,

20.65.070 Alteration of platted utility easements

- E. A planning commission decision under this section is final. A notice of decision shall be sent to the petitioner. No reapplication or petition concerning the same alteration to platted utility easement 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. If the reasons for denial are resolved, the petitioner may submit a new petition for alteration of platted utility easement with documentation that the issues have been resolved, accompanied by a new fee.**
- F. An appeal of the planning commission decision under this section must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.**

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

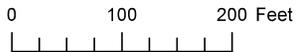
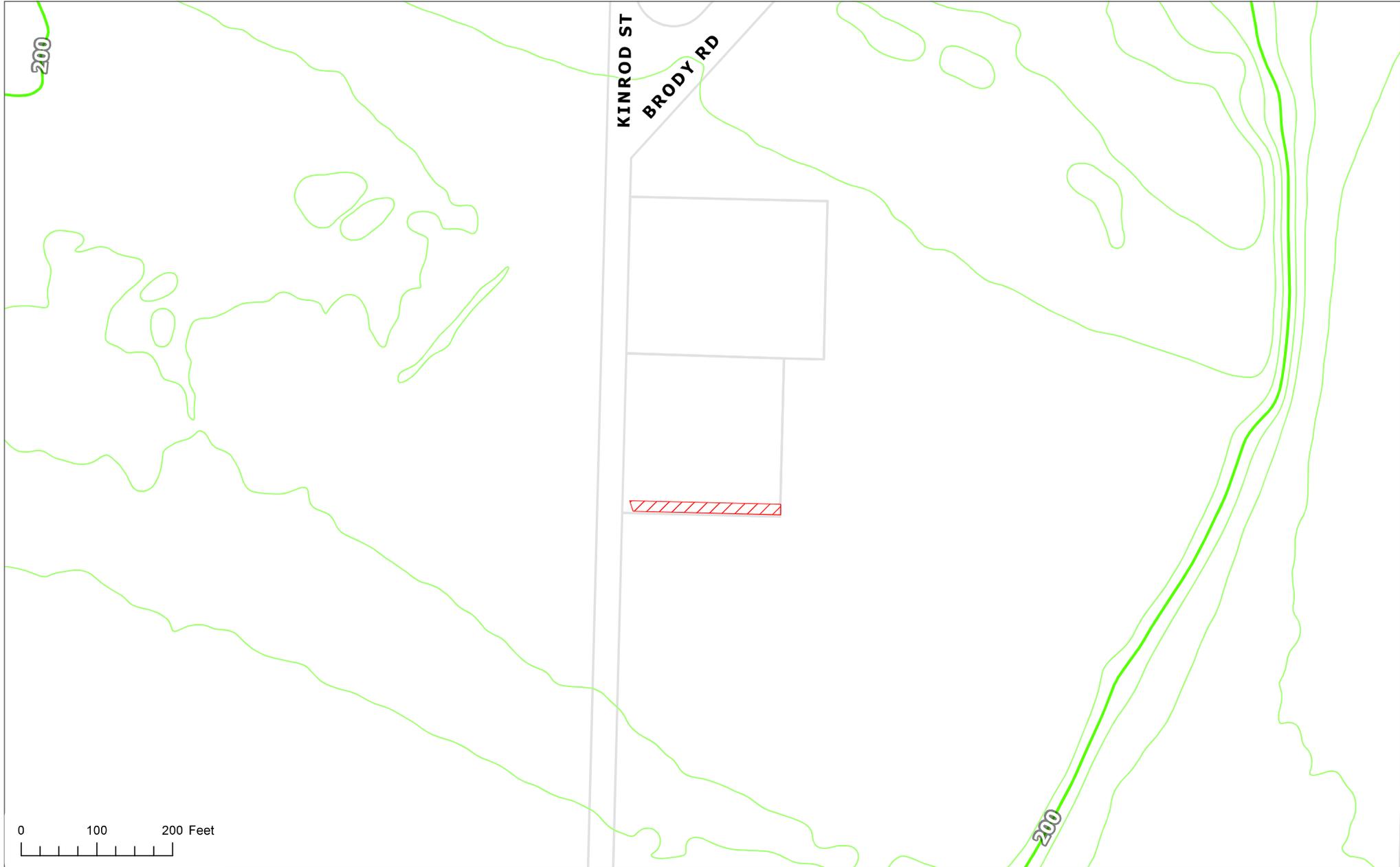
Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*
 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

END OF STAFF REPORT



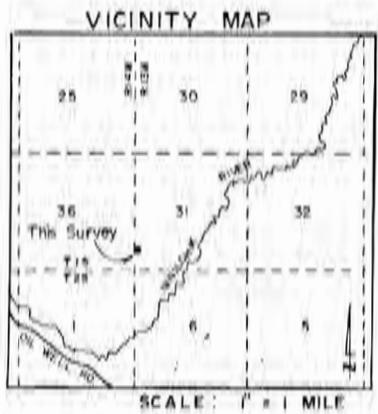
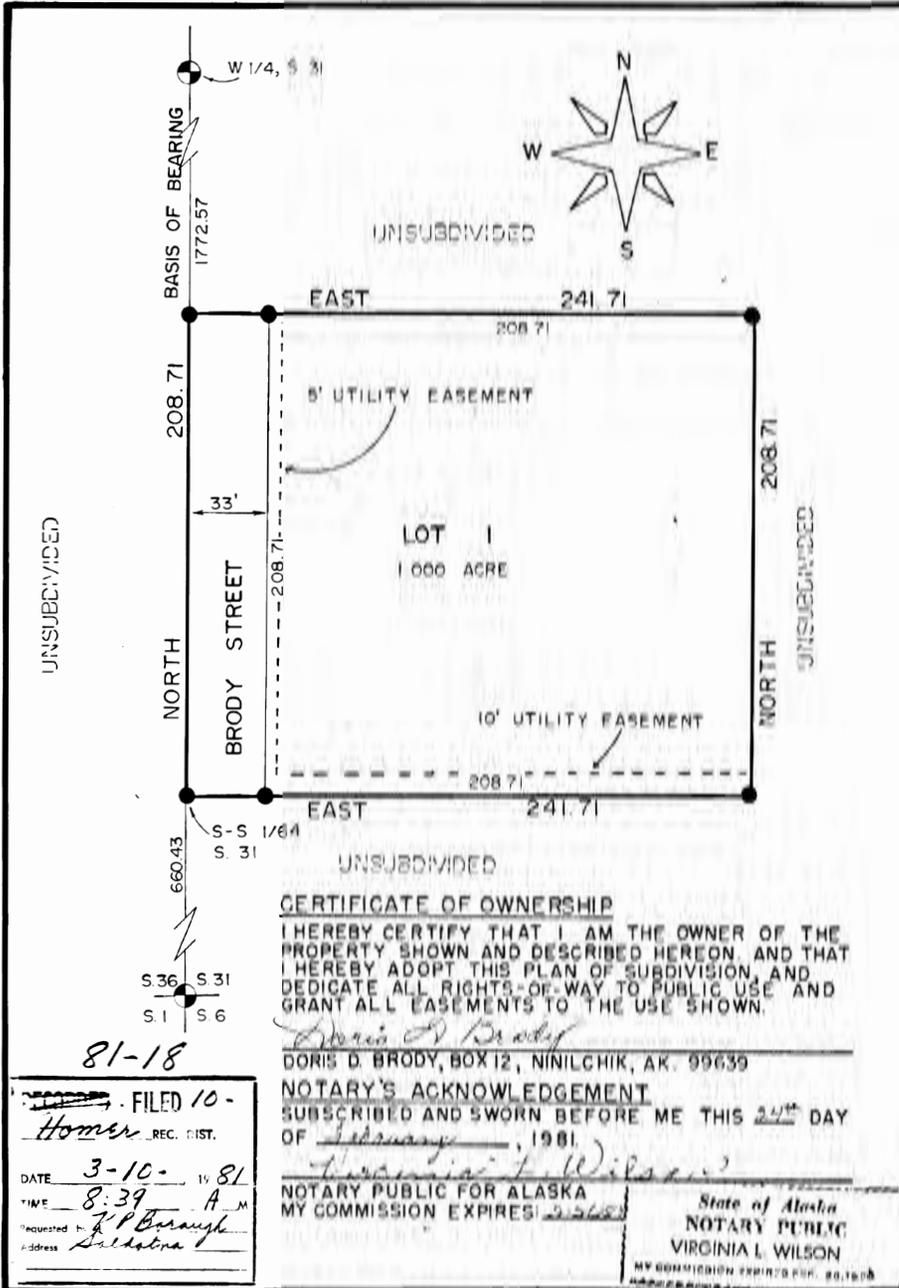
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LEGEND:

- SET 1/2" REBAR
- ⊙ FOUND GLO BC, 1919

NOTES:

- 1 ALL WASTEWATER DISPOSAL SYSTEMS SHALL COMPLY WITH EXISTING APPLICABLE LAWS AT THE TIME OF CONSTRUCTION.
- 2 THE STATE OF ALASKA REQUIRES THAT ALL WASTEWATER DISPOSAL SYSTEMS BE A MINIMUM OF 100' FROM ANY WATER SOURCE.
- 3 A SETBACK OF 20' IS REQUIRED FROM ALL STREET RIGHTS-OF-WAY UNLESS A LESSER STANDARD IS APPROVED BY A RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF July 28, 1980

KENAI PENINSULA BOROUGH
 BY: Jeffrey B. Lohak
 AUTHORIZED OFFICIAL

CERTIFICATE OF OWNERSHIP

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

William Brody
 WILLIAM BRODY
 BOX 12
 NINILCHIK, AK 99639

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 4th DAY OF December 1980

Virginia L. Wilson
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES: 2-26-82

State of Alaska NOTARY PUBLIC VIRGINIA L. WILSON MY COMMISSION EXPIRES FEB. 26 1982
--

KINROD ADDITION

LOCATED WITHIN THE SW 1/4 SW 1/4, S-31, T-15, R-13W, S.M., HOMER RECORDING DISTRICT, ALASKA, CONTAINING 1.158 AC.



SURVEYED BY: DONALD E. MULLIKIN, RLS
 JULY 1980 SCALE 1" = 50'

MULLIKIN SURVEYS
 P.O. BOX 790 HOMER, AK

CERTIFICATE OF OWNERSHIP

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

Doris D. Brody
 DORIS D. BRODY, BOX 12, NINILCHIK, AK. 99639

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 20th DAY OF February, 1981.

Virginia L. Wilson
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES: 2-26-82

State of Alaska NOTARY PUBLIC VIRGINIA L. WILSON MY COMMISSION EXPIRES FEB. 26 1982
--

81-18

FILED 10-
Homer REC. DIST.
 DATE 3-10- 1981
 TIME 8:39 A.M.
 Requested by: J.P. Borough
 Address: Seldotna

AM 8-18

KINROD 1998 ADDITION

A subdivision of the SW1/4 Section 31, T15 R13W, SM, Nnitchik, Alaska. Excluding Lot 1 Kinrod Addn. (HR 81-18) and deed parcels HRD Bk 94 Pg 667, Bk 99 pg 719, Bk 106 pg 786, and Bk 177 pg 535. Homer Recording District KPB File 98-281

SCALE 1" = 200' AREA = 112.51 acres +/- 7 Nov, 1998

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of 14 December, 1998.

KENAI PENINSULA BOROUGH

BY: Mary Beut March 15, 1999
Authorized Official Date

NOTES

1. This is a paper plat compiled from information shown on USGLO 1919 Township Plat, HRD Plat 81-18, and HR Deeds Bk 94 pg 667, Bk 99 pg 719, Bk 106 pg 786, & Bk 177 pg 535, and a field survey of the south section line of section 31. A partial survey & monumentation waiver was granted by the KPB Planning Commission on 14 Dec. 1998.
2. A building setback of 20' from all street ROW's is required unless a lesser standard is approved by a resolution of the appropriate planning commission. Front 10' of building setback is also a utility easement as is the entire setback within 5' of side lot lines.
3. No permanent structure shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
4. Building setback to be 50' from unsurveyed lot lines until such time as the lot is fully surveyed and monumented.

OWNERSHIP CERTIFICATE

We hereby certify that we are the owners of the real property shown and described hereon; and that we hereby adopt this plan of subdivision; and by our Free consent dedicate all ROW's to public use and grant all easements to the use shown.

William Brody
William Brody P.D. Box 12 Nnitchik, Ak 99639

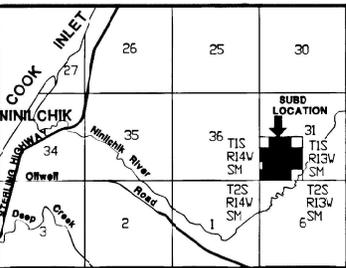
Doris Brody
Doris Brody P.D. Box 12 Nnitchik, Ak 99639

NOTARY'S ACKNOWLEDGMENT

For: William & Doris Brody
Subscribed and sworn to before me this 28th day of Jan. 1999.

Shirley A. Libenthal
Notary Public For Alaska

My commission expires 1/25/2001



VICINITY 1" = 1 mile MAP

99-8 2000

RECORDED & FILED
HOMER RECORDING DIST.
DATE 3/16 1999
TIME 1:17 P.M.
Requested by:
Johnson Surveying
Box 27
Clam Gulch, Ak 99568

Prepared for

Brian Tibbs
P.O. Box 452
Kenai, Ak 99611

Prepared by

Johnson Surveying
Box 27
Clam Gulch, Ak 99568

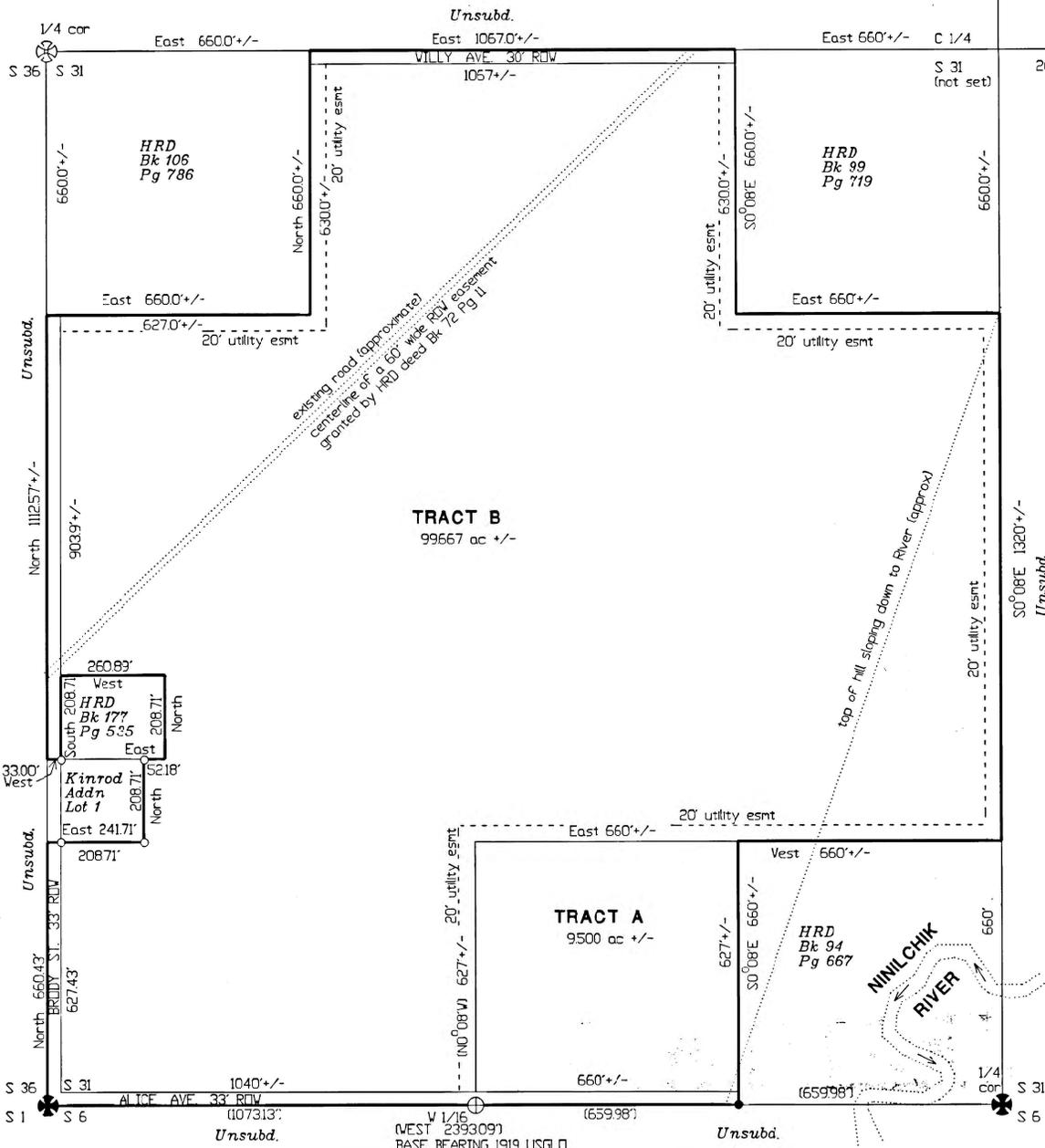


LEGEND

- ⊗ - 1919 USGLO brass cap monument. Found.
- ⊙ - USGLO brass cap monument, record. 1919 USGLO.
- ⊕ - 1/2" rebar lot corner, record, plat HRD 81-18.
- ⊖ - 2 1/2" x 30" alcap monument, set.
- ⊙ - Lot corner position, not set.
- - 1/2" x 4" rebar with 1" plastic cap, set.
- () - Indicates measurement made this survey.
- +/- - Indicates information derived from USGLO 1919.

WASTEWATER DISPOSAL

These lots are at least 200,000 square feet or nominal 5 acres in size and conditions may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal systems must meet the regulatory requirements of the Alaska Dept. of Environmental Conservation.





NOTICE OF PROPOSED UTILITY EASEMENT VACATION

Notice is hereby given that an application to vacate a utility easement in the Ninilchik area was received on 2/18/2026 by the Planning Department of the Kenai Peninsula Borough.

In accordance with Chapter 20 of the Borough Code of Ordinances, all owners of properties within a 300-foot radius must be notified of the proposed vacation. According to Borough records, you are an owner of property within that radius or you are an affected party.

Request / Affected Property: Vacates a 10' wide utility easement along the southern border of Lot 1, Kinrod Addition HM 81-18

KPB File No. 2025-131V

Petitioner(s)/ Land owner(s): Steven Tilbury of Ninilchik, AK.

Purpose as stated in petition: The proposed replat would vacate the lot line that this easement follows. If the proposed plat is approved, this easement would cut through the middle of the property, limiting use and development. The owners would like to be able to freely use their entire lot. Alternate utility easements are in place along the sides of the property.

Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, March 16, 2026** commencing at **7:30 p.m.**, or as soon thereafter as business permits. The meeting is being held in person at the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 N. Binkley Street, Soldotna, Alaska. This meeting will also be held via Zoom, or other audio or video conferencing means whenever technically feasible.

To attend the meeting using Zoom from a computer visit <https://us06web.zoom.us/j/9077142200>. You may also connect to Zoom by telephone, call toll free **1-888-788-0099** or **1-877-853-5247**. If calling in you will need the Meeting ID of 907 714 2200. Additional information about connecting to the meeting may be found at <https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/planning-public-notices>.

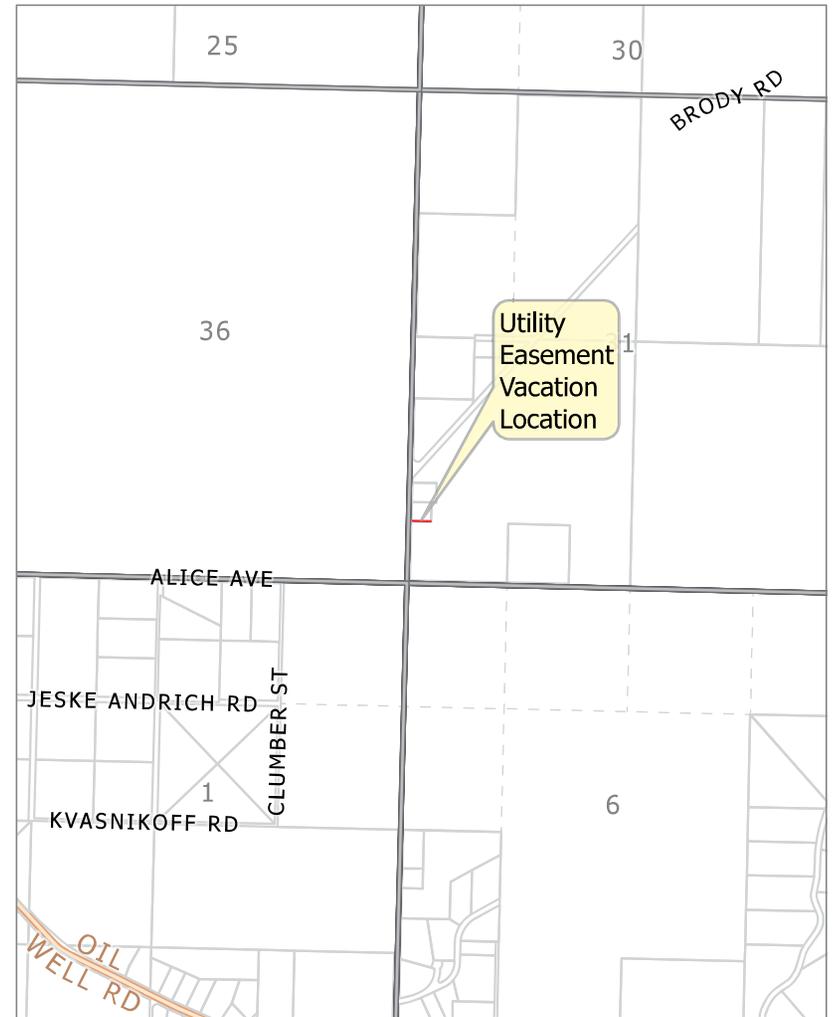
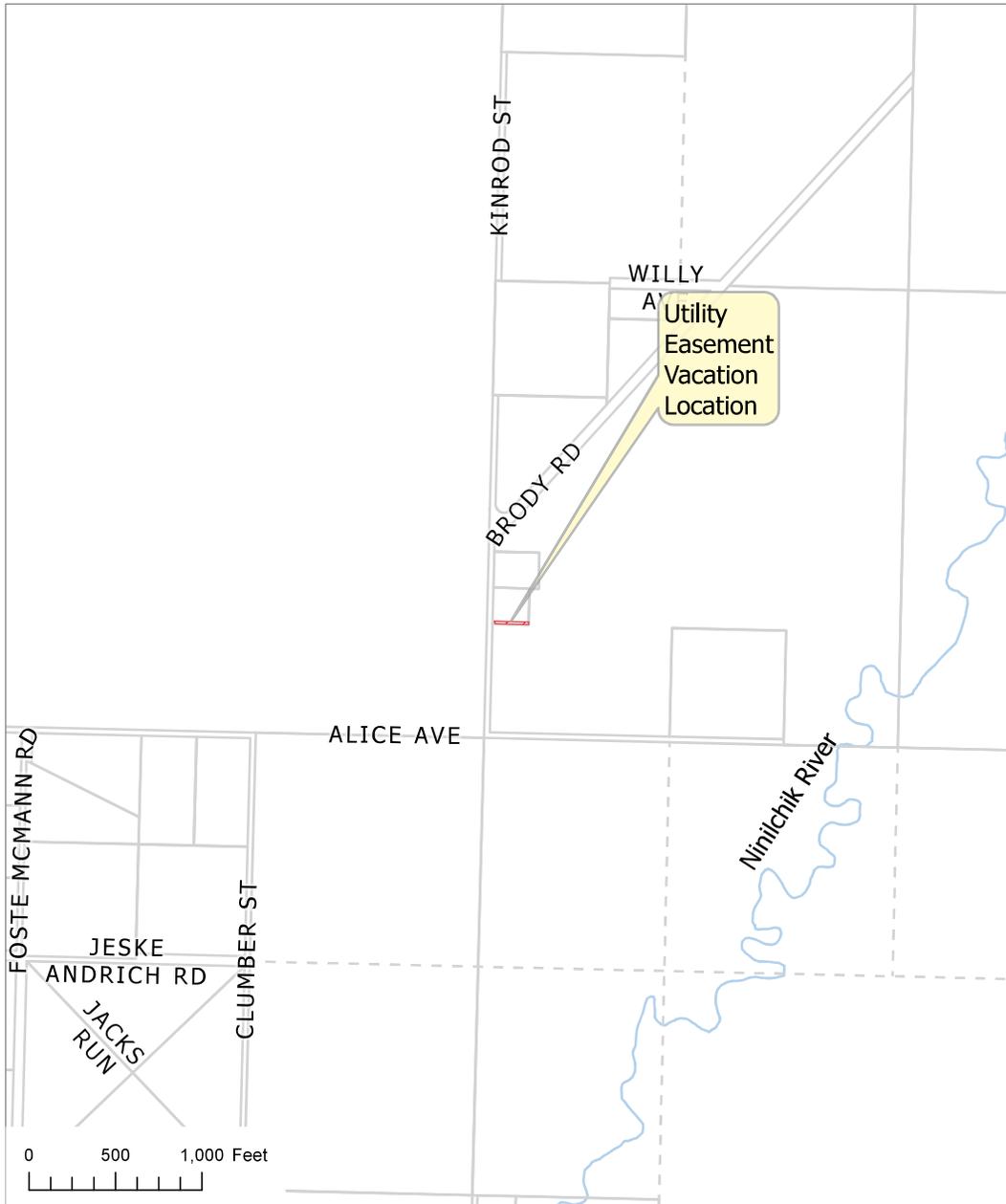
Anyone wishing to testify may attend the meeting in person or through Zoom. Written testimony may be submitted by email to planning@kpb.us, or mailed to the attention of Beverly Carpenter, Kenai Peninsula Borough Planning Department, 144 N. Binkley Street, Soldotna, Alaska 99669. [Written comments may also be sent by Fax to 907-714-2378]. All written comments or documents must be submitted by **1:00 PM, Friday, March 13, 2026**. The deadline to submit written

comments or documents does not impact the ability to provide verbal testimony at the public hearing.

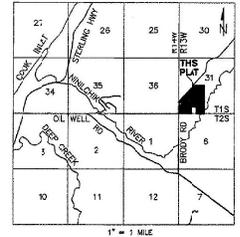
Additional information such as staff reports and comments are available online. This information is available the Monday prior to the meeting and found at <https://kpb.legistar.com/Calendar.aspx>. Use the search options to find the correct timeframe and committee.

For additional information, contact Sandee Simons (ssimons@kpb.us) or Beverly Carpenter (BCarpenter@kpb.us), Planning Department, 714-2200 (1-800-478-4441 Toll Free within the Kenai Peninsula Borough).

Mailed 2/24/2026



KPB File 2025-131V
T01S R13W SEC31
Ninilchik



CERTIFICATE OF OWNERSHIP AND DEDICATION

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

PATRICIA E. TILBURY, OWNER TRACT B2
P.O. BOX 39081
NINILCHIK, AK 99639

STEVEN A. TILBURY, OWNER TRACT B2 & LOT 1
P.O. BOX 39081
NINILCHIK, AK 99639

NOTARY ACKNOWLEDGMENT

FOR: PATRICIA E. TILBURY
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025

NOTARY PUBLIC FOR: _____
MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGMENT

FOR: STEVEN A. TILBURY, AKA STEVEN TILBURY
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025

NOTARY PUBLIC FOR: _____
MY COMMISSION EXPIRES: _____

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMITTEE AT THE MEETING OF SEPTEMBER 22, 2025.

BOROUGH OFFICIAL _____ DATE _____

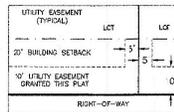
KPB FILE NUMBER: 2025-131

PENNSULA SURVEYING, LLC 10335 KATINA SOLIVKHO, NINILCHIK, AK 99638 (907)306-7055	
PLAT OF KINROD 2025 REPLAT	
A SUBDIVISION OF TRACT B2, KINROD 2018 REPLAT, HM2018-28 & LOT 1, KINROD ADDITION, HM81-19	
LOCATED WITHIN SW1/4 SEC. 31, T15, R15W, S4M HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, KENAI PENINSULA BOROUGH, ALASKA, CONTAINING 107.970 ACRES	
OWNERS: PATRICIA E. TILBURY P.O. BOX 39081 NINILCHIK, AK 99639	STEVEN A. TILBURY, AKA STEVEN TILBURY P.O. BOX 39081 NINILCHIK, AK 99639
SCALE: 1" = 200' DRAWN: BLT	DATE: FEBRUARY 2, 2026 CHECKER: JLS SHEET: 1 OF 1



WASTEWATER DISPOSAL

TRACT B1-A: LOTS WHICH ARE AT LEAST 200,000 SQUARE FEET IN SIZE MAY NOT BE SUITABLE FOR ONSITE WASTEWATER TREATMENT AND DISPOSAL. ANY WASTEWATER TREATMENT OR DISPOSAL SYSTEM MUST MEET THE REGULATORY REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.



NOTES

1. A BUILDING SETBACK OF 20' IS REQUIRED FROM ALL STREET RIGHT-OF-WAYS UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
2. THE FRONT 10' OF ADJOINING DEDICATED RIGHTS-OF-WAY THAT INCREASE TO 20' WITHIN 5' OF THE SIDE LOT LINES IS ALSO A UTILITY EASEMENT.
3. 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.
4. HOMER ELECTRIC ASSOCIATION HAS A GENERAL EASEMENT, RECORDED JANUARY 25, 1974 IN BOOK 74 PAGE 99, HRD.
5. SUBJECT TO RIGHTS OF THE PUBLIC AND OR GOVERNMENTAL AGENCIES IN AND TO THAT PORTION OF SAID PREMISES LYING BELOW THE MEAN HIGH WATER MARK OF NINILCHIK RIVER AND ANY QUESTIONS OF RIGHT OF ACCESS TO NINILCHIK RIVER IN THE EVENT SAID LANDS DO NOT IN FACT ABUT THE NINILCHIK RIVER.
6. ANY PERSON DEVELOPING THIS PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS, INCLUDING A U.S. ARMY CORPS OF ENGINEERS WETLAND DETERMINATION IF APPLICABLE.
7. THE KPB PLAT COMMITTEE GRANTED AN EXCEPTION TO KPB 20.30.050, PROPOSED STREET LAYOUT REQUIREMENTS AND AN EXCEPTION TO KPB 20.30.120, BLOCK LENGTH AT THE MEETING OF JANUARY 22, 2018, ON SEPTEMBER 22, 2025 THE PLANNING COMMISSION CONCURRED TO CARRY FORWARD THESE EXCEPTIONS TO THIS PLAT.
8. PORTIONS OF THIS SUBDIVISION ARE WITHIN THE KENAI PENINSULA BOROUGH ANADROMOUS WATERS HABITAT PROTECTION DISTRICT. SEE KPB CHAPTER 21.18, AS MAY BE AMENDED, FOR RESTRICTIONS THAT AFFECT DEVELOPMENT IN THIS SUBDIVISION. WIDTH OF THE HABITAT PROTECTION DISTRICT SHALL BE IN ACCORDANCE WITH KPB 21.18.040.
9. SUBJECT TO A RIGHT-OF-WAY EASEMENT, RECORDED SEPTEMBER 24 1973 IN BOOK 72 PAGE 11, HRD, THIS 60 FOOT WIDE EASEMENT IS CENTERED ON THE HISTORIC SEISMIC LINE WHICH IS NOW REDECATED AS THE DIAGONAL PORTION OF ERODY ROAD.
10. SUBJECT TO A ROAD RESERVATION OF 33 FEET ALONG EACH SIDE OF THE SECTION LINE AS CREATED BY 43 U.S.C. 932.

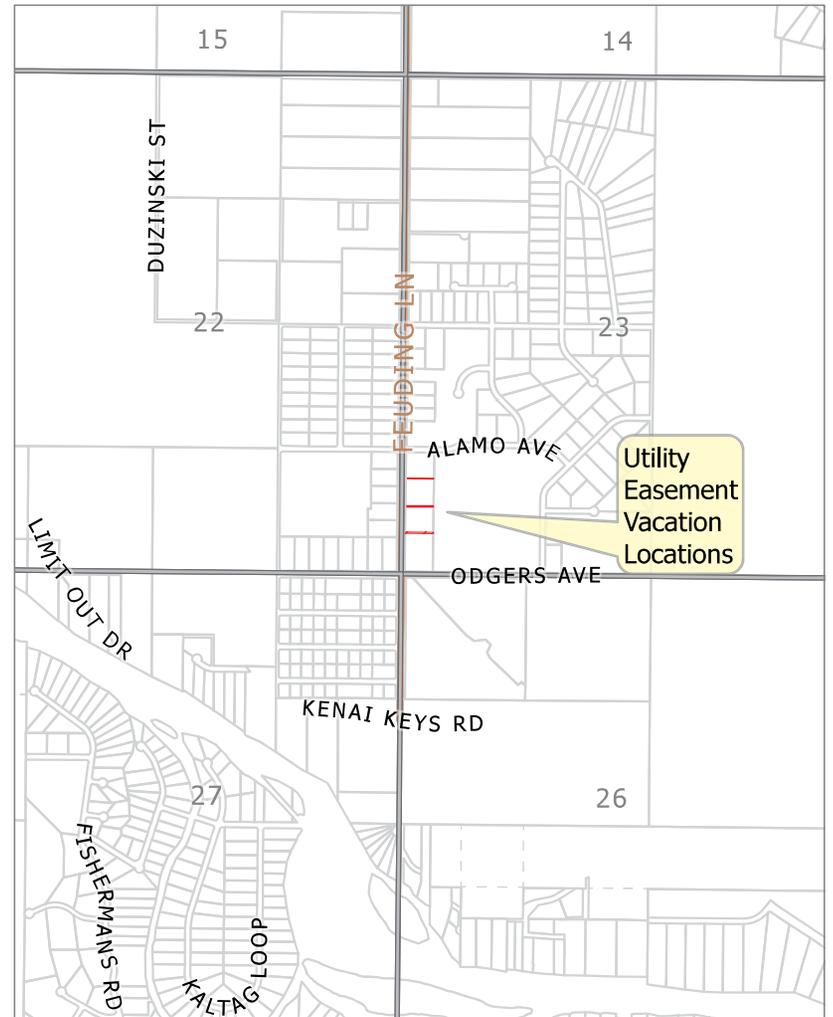
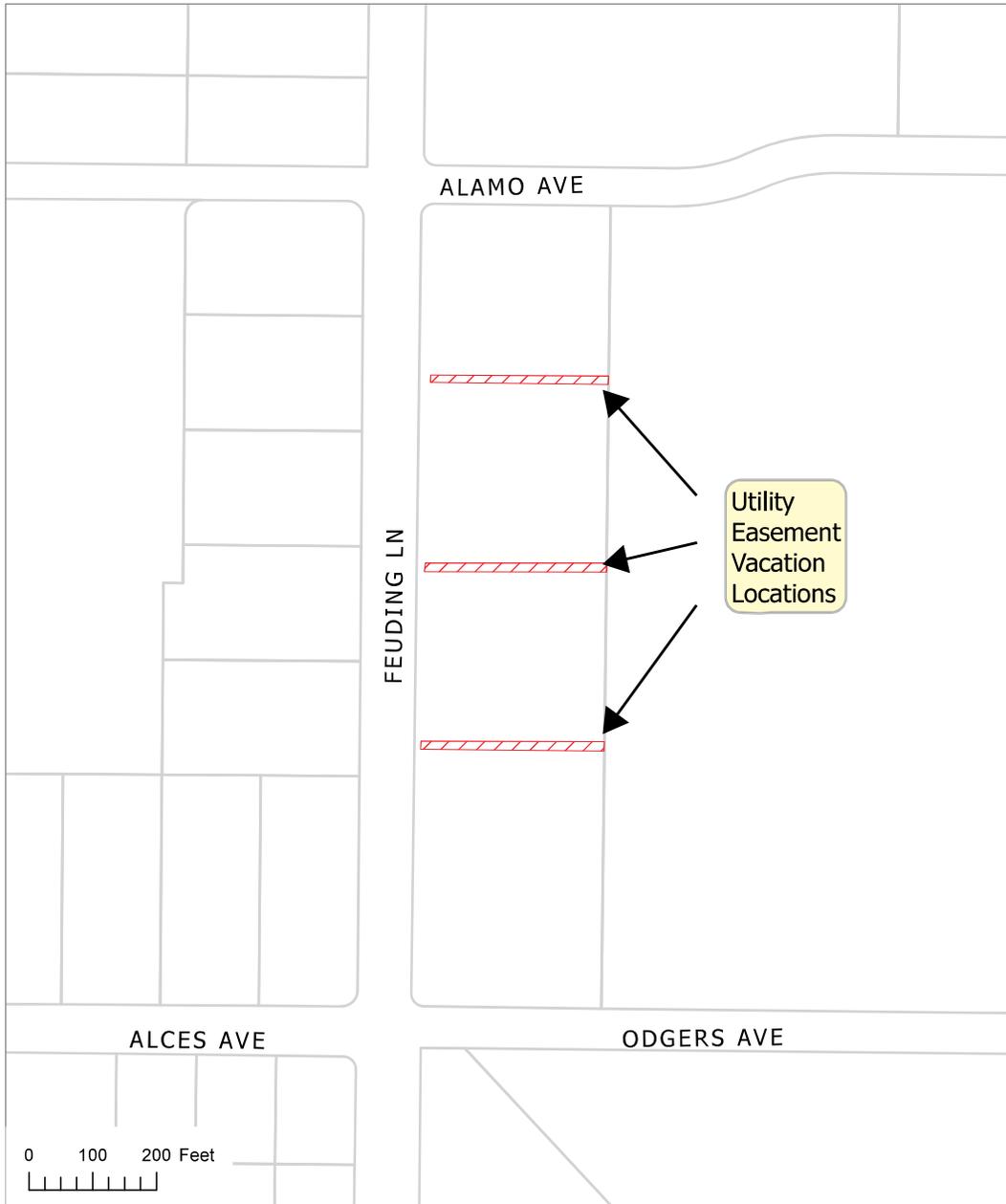
LEGEND

- ⊕ FOUND US200 BRASS CAP MONUMENT, 1913
- ⊙ FOUND 2.5" ALUMINUM MONUMENT BY 7328-S, 2003
- ⊙ FOUND 2 1/2" AL-CAP Ø" 14488-S, 2016
- FOUND 1/2" REBAR
- ⊕ FOUND 2 1/2" AL-CAP Ø" 13022-S, 2021
- ⊕ SET RPO ON 5/8" X 3/8" REBAR BY L514488
- (R1) RECORD DATA PER HM2018-28
- (R2) RECORD DATA PER HM2021-23
- (R3) RECORD DATA PER HM99-8

KPB 2025-131V

E. NEW BUSINESS

- 2. Utility Easement Vacation; KPB File 2026-019V
Edge Survey & Design / Hill
Request: Vacates three 20' wide by approximately 260' long
utility easements running west to east across the parcel
Location: Tract A, Green Acres Gangloff Replat, Plat KN 97-79
Sterling Area**

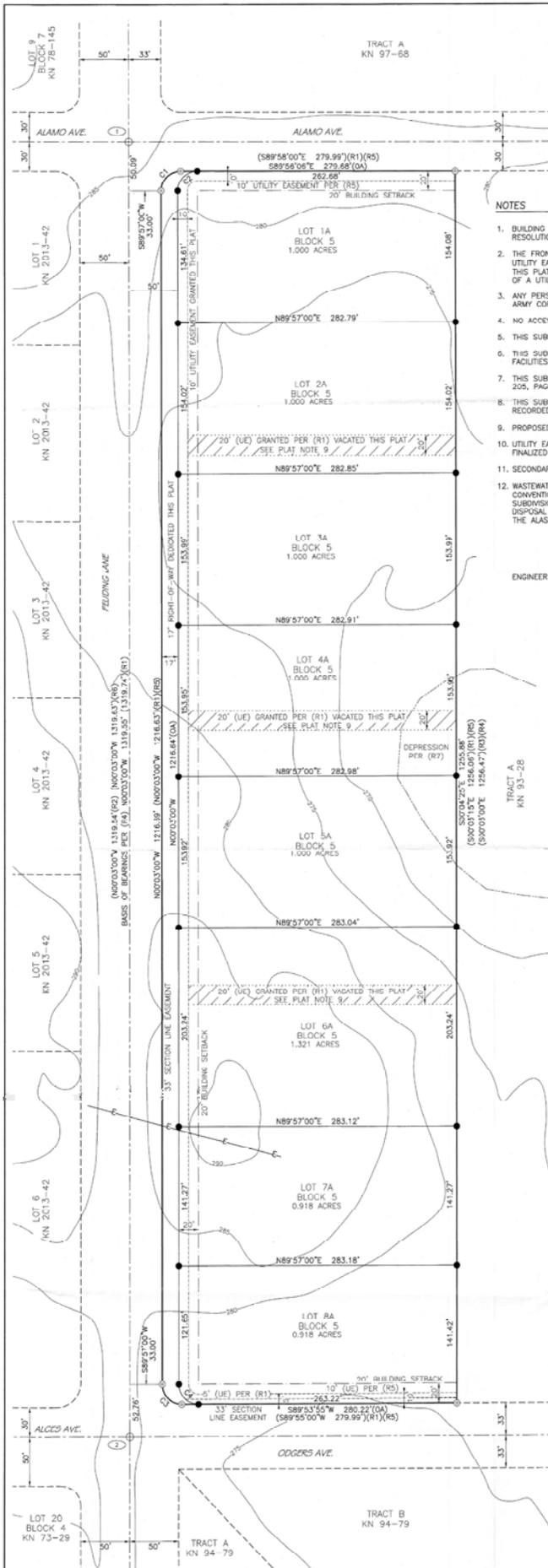


KPB File 2026-019V
T05N R08W SEC23
Sterling

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MONUMENT SUMMARY



NOTES

- BUILDING SETBACK - A SETBACK OF 20 FEET IS REQUIRED FROM ALL STREET RIGHTS-OF-WAY UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
- THE FRONT 10 FEET ADJACENT TO THE RIGHTS-OF-WAY IS A UTILITY EASEMENT, PER RS. THE FRONT 5' FEET ADJACENT TO OGDERS AVE., IS A UTILITY EASEMENT, PER (R1). THE FRONT 10 FEET ADJACENT TO THE PORTION OF FEUDING LANE DEDICATED THIS PLAT IS A UTILITY EASEMENT, PER THIS PLAT. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
- ANY PERSON DEVELOPING THE PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS, INCLUDING A U.S. ARMY CORPS OF ENGINEERS WETLANDS DETERMINATION IF APPLICABLE.
- NO ACCESS TO STATE-MAINTAINED RIGHTS-OF-WAY PERMITTED UNLESS APPROVED BY THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION.
- THIS SUBDIVISION SUBJECT TO A ROAD RESERVATION OF 33 FEET ALONG EACH SIDE OF THE SECTION LINE AS CREATED BY 43 U.S.C. 932.
- THIS SUBDIVISION IS SUBJECT TO A PUBLIC ROAD EASEMENT GRANTED TO STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, RECORDED ON DECEMBER 30, 1981 IN VOLUME 181, PAGE 897, KENAI RECORDING DISTRICT.
- THIS SUBDIVISION IS SUBJECT TO A PUBLIC ROAD EASEMENT GRANTED TO KENAI PENINSULA BOROUGH, RECORDED ON APRIL 7, 1983 IN VOLUME 205, PAGE 802, KENAI RECORDING DISTRICT.
- THIS SUBDIVISION IS SUBJECT TO AN ELECTRICAL LINE EASEMENT WITH NO DEFINED LOCATION GRANTED TO HOMER ELECTRIC ASSOCIATION, INC. RECORDED ON APRIL 19, 1961 IN VOLUME 6, PAGE 322, KENAI RECORDING DISTRICT.
- PROPOSED LAND USES ARE RECREATIONAL, RESIDENTIAL, AGRICULTURAL, AND COMMERCIAL PER (R5).
- UTILITY EASEMENT VACATION APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF APRIL 13, 2026, BEING FINALIZED BY THIS PLAT, AS SHOWN ON PLAT.
- SECONDARY MONUMENTS OF 1/2" REBAR SET PER (R1) ADJACENT TO FEUDING LANE HELD AND REMOVED.
- WASTEWATER DISPOSAL: SOIL CONDITIONS, WATER TABLE LEVELS, AND SOIL SLOPES IN THIS SUBDIVISION HAVE BEEN FOUND SUITABLE FOR CONVENTIONAL ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS SERVING SINGLE-FAMILY OR DUPLEX RESIDENCES. AN ENGINEER'S SUBDIVISION AND SOILS REPORT IS AVAILABLE FROM THE KENAI PENINSULA BOROUGH. ANY OTHER TYPE OF ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEM MUST BE DESIGNED BY A QUALIFIED ENGINEER, REGISTERED TO PRACTICE IN ALASKA, AND THE DESIGN MUST BE APPROVED BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

ENGINEER _____ LICENSE NUMBER _____ DATE _____

REFERENCES

- (R1) GREEN ACRES ADDITION NO. 3, PLAT 78-145, KENAI RECORDING DISTRICT
- (R2) STERLING VISTA SUBDIVISION UNIT 1, PLAT 84-186, KENAI RECORDING DISTRICT
- (R3) STERLING VISTA SUBDIVISION UNIT 2, PLAT 84-209, KENAI RECORDING DISTRICT
- (R4) STERLING VISTA SUBDIVISION EQUESTRIAN REPLAT, PLAT 93-28, KENAI RECORDING DISTRICT
- (R5) GREEN ACRES GANGLOFF REPLAT, PLAT 97-79, KENAI RECORDING DISTRICT
- (R6) SHERNITA MOUNTAIN VIEW SUBDIVISION, PLAT 2013-42, KENAI RECORDING DISTRICT
- (R7) KENAI WATERSHED FORUM WETLAND ASSESSMENT

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF APRIL 13, 2026.
KENAI PENINSULA BOROUGH

AUTHORIZED OFFICIAL

CERTIFICATE OF ACCEPTANCE BY STATE OF ALASKA

THE UNDERSIGNED OFFICIAL IDENTIFIED BY NAME AND TITLE IS AUTHORIZED TO ACCEPT AND HEREBY ACCEPTS ON BEHALF OF THE STATE OF ALASKA FOR PUBLIC USE 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 WAY DEDICATED ON THIS PLAT: EAST 17' OF FEUDING LANE.

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.

WILANIE ARAPI, D.E. P.E. ROW CHIEF DATE _____
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

LEGEND

- ⊕ FOUND PRIMARY MONUMENT AS REFERENCED
- ⊙ FOUND 1/2" REBAR - NO CAP
- SET PROPERTY CORNER 3/8" x 3/8" REBAR WITH 2" ALUMINUM CAP STAMPED EDGE SURVEY LS-13022 2026
- Ⓜ MONUMENT REFERENCE NUMBER
- SUBDIVISION BOUNDARY
- INTERIOR LOT LINE
- ADJACENT PROPERTY LINE
- - - EASEMENT
- - - BUILDING SETBACK
- - - CENTERLINE
- - - FORMER EASEMENT LINE
- - - LOW AREA PER (R7)
- (UA) OVER-ALL
- (#) RECORD DATA, SEE REFERENCE
- (UE) UTILITY EASEMENT
- ▨ EASEMENT VACATED

CERTIFICATE OF SURVEYOR

I, MARK AMONETTI 13022-S, 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.



CURVE TABLE

CURVE	RAIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.46'	90°00'54"	S45°00'27"W	28.31'
C1(R1)(R2)	20.00'	31.43'	90°00'54"	S45°00'27"W	28.31'
C2	20.00'	31.46'	90°00'54"	S45°00'27"W	28.31'
C2(R1)(R2)	20.00'	31.43'	90°00'54"	S45°00'27"W	28.30'
C3	20.00'	31.43'	90°03'55"	N45°04'32"E	28.30'
C4	20.00'	31.43'	90°03'55"	N45°04'32"E	28.30'

KPB 2026-019V

E2-3

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-WAYS AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

STEPHEN M. HILL
PO BOX 306
BEN WHEELER, TEXAS 75754

NOTARY'S ACKNOWLEDGEMENT

FOR: STEPHEN M. HILL
ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____, 2026

PUBLIC NOTARY SIGNATURE _____
MY COMMISSION EXPIRES: _____

PRELIMINARY
KPB FILE NO. 2026-XXX

GREEN ACRES HILL ADDITION

A SUBDIVISION OF TRACT A BLOCK 5 GREEN ACRES GANGLOFF REPLAT PLAT NO. 97-79 KENAI RECORDING DISTRICT

LOCATED WITHIN SW 1/4 SECTION 23, T5N, R6W, S.M. KENAI RECORDING DISTRICT KENAI PENINSULA BOROUGH STATE OF ALASKA

OWNER: STEPHEN M. HILL PO BOX 306 BEN WHEELER, TEXAS 75754

CONTAINING 8.648 ACRES



DRAWN BY: _____ DATE: 02/10/2026 PROJECT: 25-651
CHECKED BY: _____ SCALE: 1" = 50' SHEET: 1 OF 1
MAILED: _____

ITEM #2 - UTILITY EASEMENT ALTERATION

VACATE THREE SEPARATE 20-FOOT-WIDE BY APPROXIMATELY 283-FOOT-LONG UTILITY EASEMENTS RUNNING EAST TO WEST ACROSS TRACT A, GREEN ACRES GANGLOFF REPLAT, PLAT KN 97-79

KPB File No.	2026-019
Planning Committee Meeting:	March 16, 2026
Applicant / Owner:	Stephen M. Hill of Ben Wheeler, Texas
Surveyor:	Jason Young, Edge Survey and Design, LLC
General Location:	Alamo Avenue and Odgers Avenue off Feuding Lane, Sterling

STAFF REPORT

Specific Request / Purpose as stated in the petition:

Vacate the 20-foot utility easements granted by Green Acres Addition No. 3 (KN 78-145).

Notification: Notice of vacation mailings were sent by regular mail to 25 owners of property within 600 feet. Notice of the proposed vacation was emailed to 12 agencies and interested parties.

The public notice was posted on the Planning Department’s bulletin board at the KPB Administration Building.

Staff Analysis:

In 1978, Green Acres Addition No. 3 (KN 78-145) originally platted the area, creating Lots 1-9, Block 5, and granted a 20-foot utility easement on the common lot lines, consisting of 10 feet on each side of the common lot lines of 2&3, 4&5, and 6&7. In addition, a 5-foot utility easement was granted along the south boundary of Lot 9, Block 5, adjacent to Alder Street (now Odgers Ave). A 50’ radius temp turnaround was also shown on Alder Street (Odgers Ave) in Lot 9 Block 5.

In 1997, Green Acres Gangloff Replat (KN 97-79) re-platted Lots 1-9, Block 5, into Tract A, retaining the previously granted utility easements. Additionally, the plat granted a 10-foot utility easement from all rights-of-way. The 50’ radius temp turnaround was not shown, **staff recommends** the surveyor investigate if this was vacated and if not carry this forward to the new drawing.

The 20-foot utility easements on the joint lines as created are petitioned to be vacated as shown on the sketch. If approved, the vacation will be finalized by the associated plat, Green Acres Hill Addition. This plat is scheduled to be reviewed by the Plat Committee on March 16, 2026, at 6:30 PM. The proposed plat will carry forward the 10-foot utility easement adjacent to rights-of-way. The 5-foot utility easement adjacent to Alder Street will be included within the 10-foot utility easement.

Staff recommends the utility easement labels and sources including plat note 2 be modified to reflect the following: 10-foot utility easement instead of 5 feet along Alder Street (Odgers Ave). Utility easements adjacent to rights-of-way granted by plat KN 97-79. 10’ utility easement would override the 5’ utility easement and 5’ does not need to be carried forward.

An electrical line easement with no defined location was granted to HEA by Misc. Book 6, Page 322, KR. This easement is listed as plat note 8. HEA has reviewed the easement and determined that the easement is located in Section 22, and does not affect the subdivision. **Staff recommends** Remove plat note 8 from the final plat.

With the approval of the vacation of these easements, the plat Green Acres Hill Addition proposed to finalize the vacation. This is to be heard at the March 16, 2026 Plat Committee meeting.

Utility provider review:

HEA	No objections or concerns to the vacation of the three 20-foot wide utility easements as depicted on this subdivision plat.
ENSTAR	Approved as shown
ACS	No objections
GCI	No Response

Applicant Findings:

1. Utility easements proposed for vacation are not in use.
 2. Utility providers had no objection to vacation of these easements.
 3. The easement fragments the proposed lot layout.
-

Staff Findings:

4. ACS, ENSTAR, and HEA provided written non-objection to the proposed vacation.
 5. Green Acres Addition No. 3 (KN 78-145) granted a 20-foot utility easement on the former common lot lines of Lots 2-3, 4-5, and 6-7.
 6. Green Acres Addition No. 3 (KN 78-145) additionally granted a 5-foot utility easement along the south boundary of Lot 9, Block 5, adjacent to Alder Street.
 7. Green Acres Gangloff Replat (KN 97-99) carried forward the previously granted utility easements.
 8. Green Acres Gangloff Replat (KN 97-99) granted a 10-foot utility easement adjacent to all rights-of-way.
 9. The associated proposed plat, Green Acres Hill Addition, will carry forward the 10-foot utility easement adjacent to rights-of-way. The 5-foot utility easement adjacent to Alder Street will be included within the 10-foot utility easement.
 10. No surrounding properties will be denied utilities.
-

STAFF RECOMMENDATIONS

CORRECTIONS / EDITS

- o Change the date on plat note 10 to March 16, 2026.

Make the following corrections:

RECOMMENDATION:

Based on consideration of the merits as outlined by Staff comments and Staff findings, Staff recommends **APPROVAL** of the utility easement alteration as petitioned, subject to:

1. Grant utility easements requested by utility providers.
2. Finalizing the approval of the easement alteration by either;
 - a. The recording of a subdivision plat within 12 months, compliant with the requirements of Chapter 20 of KPB Code or,
 - b. The recording of a utility easement alteration resolution within 90 days of the adoption of the resolution by the Planning Commission, with the following requirements:
 - i. An exhibit drawing showing, and dimensioning, the utility easement alteration area, prepared, signed and sealed by a licensed land surveyor. The exhibit drawing will be attached to, and recorded with, the resolution.
 - ii. The applicants will provide the recording fee for the resolution and its attachment to the Planning Department.
 - iii. The Planning Department is responsible for filing the Planning Commission resolution.

20.65.070 Alteration of platted utility easements

- E. A planning commission decision under this section is final. A notice of decision shall be sent to the petitioner. No reapplication or petition concerning the same alteration to platted utility easement 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. If the reasons for denial are resolved, the petitioner may submit a new petition for alteration of platted utility easement with documentation that the issues have been resolved, accompanied by a new fee.**

- F. An appeal of the planning commission decision under this section must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.**

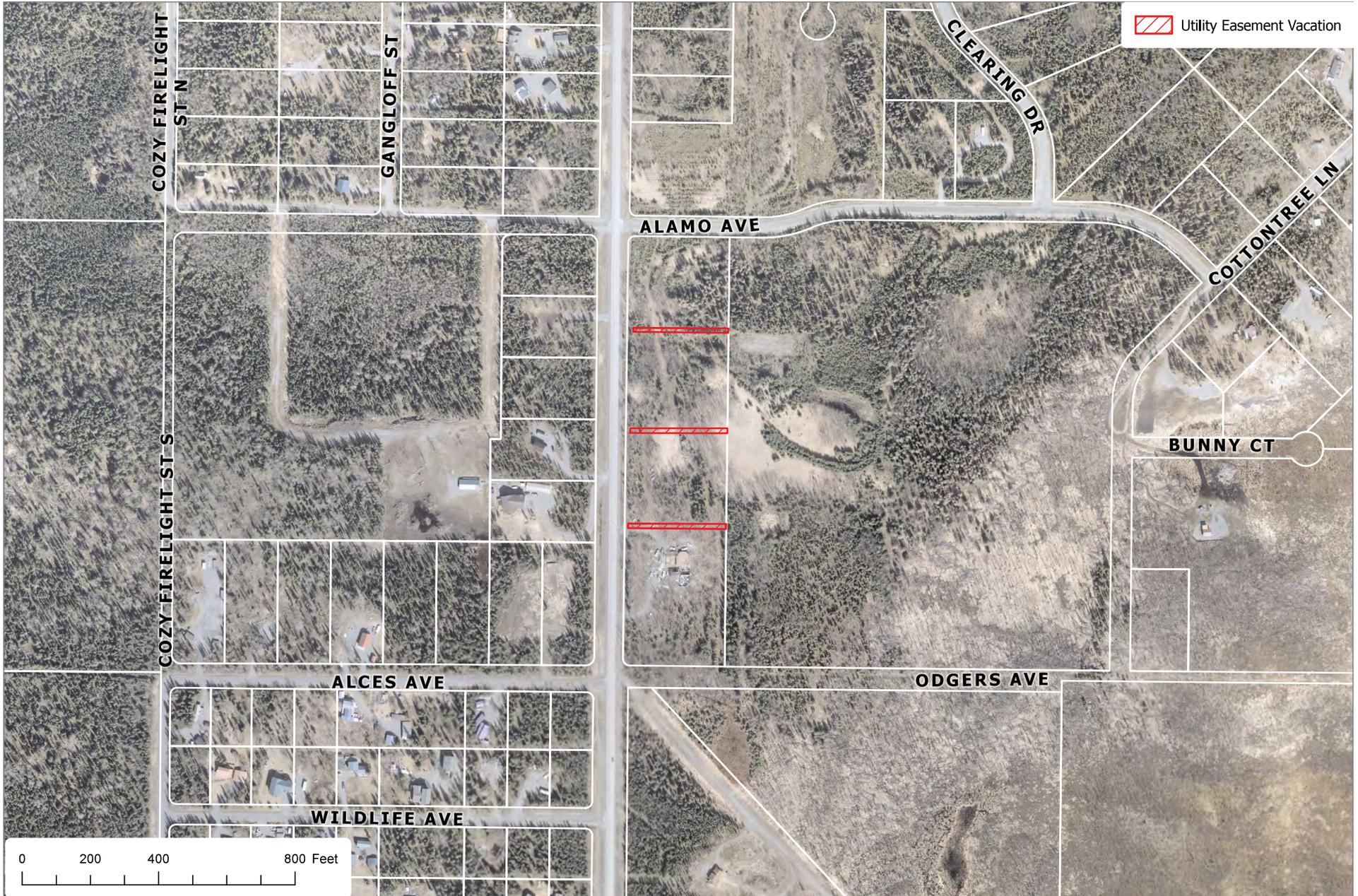
The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*
 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*

- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

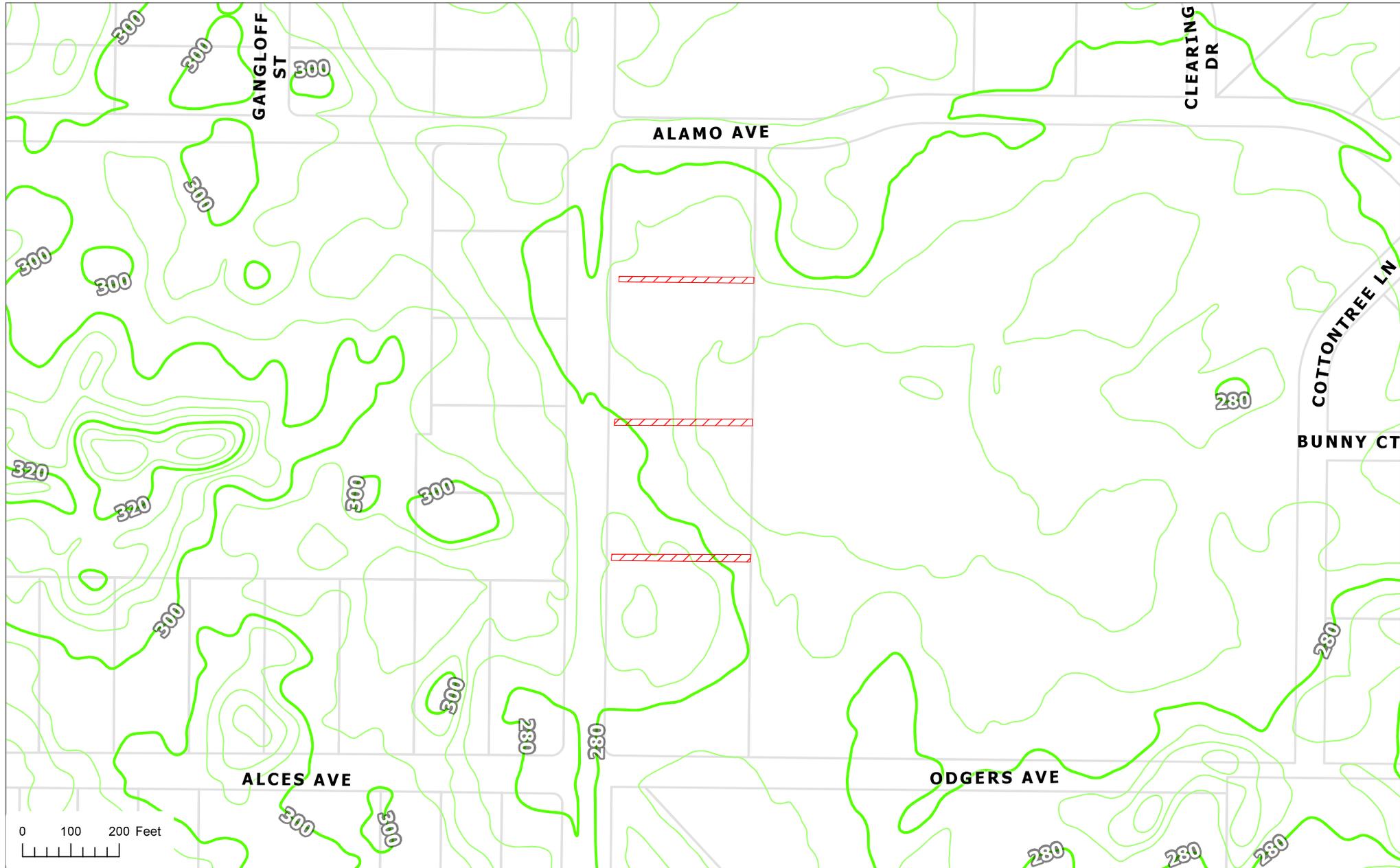
END OF STAFF REPORT



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



NOTES:

- Proposed land uses are recreational, residential, agricultural, and commercial.
- A building setback of 20 ft. is required from all street Rights-of-Way unless a lesser standard is approved by the appropriate planning commission.
- No private access to State maintained ROWs permitted unless approved by the State of Alaska Department of Transportation.
- The front 10 ft. of the building setback 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.
- WASTEWATER DISPOSAL:** These lots are at least 200,000 square feet or nominal 5 acres in size and conditions may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation.
- The approximate limits of wetlands areas shown were provided by the Kenai Peninsula Borough GIS department.



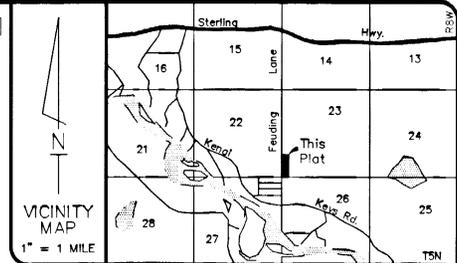
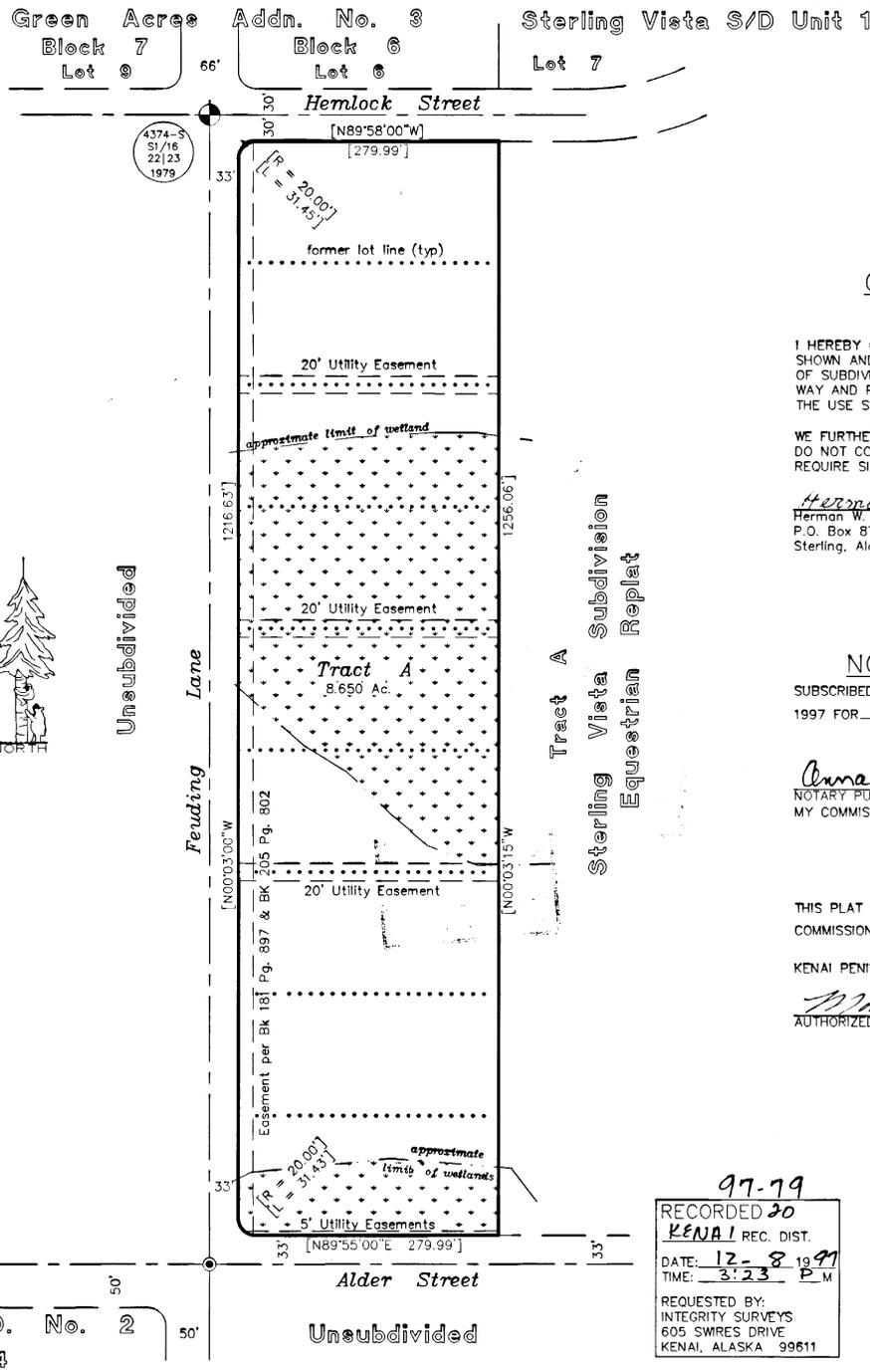
SURVEYOR'S CERTIFICATE

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

Date 29 SEPTEMBER, '97

LEGEND:

- Brass Cap Mon. of Record
- 1/2" Rebar of Record (1978)
- 2" I. P. of Record (1984)
- [] Record Datum - Green Acres Addition No. 3
Plat # 78-145



CERTIFICATE of OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE 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.

WE FURTHER CERTIFY THAT DEED(S) OF TRUST AFFECTING THIS PROPERTY DO NOT CONTAIN RESTRICTIONS WHICH WOULD PROHIBIT THIS REPLAT; OR REQUIRE SIGNATURE AND APPROVAL OF BENEFICIARY(IES).

Herman W. Gangloff
Herman W. Gangloff
P.O. Box 873
Sterling, Alaska 99672-0873

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 20th DAY OF Oct.
1997 FOR Herman W. Gangloff

Anna M. Johnson
NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES 4-23-2001



PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF August 25, 1997

KENAI PENINSULA BOROUGH
Max J. Best
AUTHORIZED OFFICIAL

KPB FILE No. 97-188

Green Acres Gangloff Replat

Replat of Lots 1 - 9 Block 5 Green Acres Addition No. 3.
Located within the SW1/4 SW1/4 Section 23, T5N, R8W, SM., Kenai Recording District, Kenai peninsula Borough, Alaska.
Containing 8.650 Acres

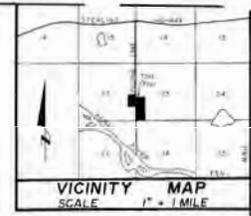
INTEGRITY SURVEYS	
605 Swires Drive Kenai, Alaska 99611-8363	
SURVEYORS	PHONE - (907) 283-9047 FAX --- (907) 283-9071
PLANNERS	
JOB NO: 97155	DRAWN: 1 August, 1997 CB
SURVEYED: N/A	SCALE: 1" = 100'
FIELD BK: N/A	DISK: \Green Acres

97-79
RECORDED 20
KENAI REC. DIST.
DATE: 12-8 1997
TIME: 3:23 P.M.
REQUESTED BY:
INTEGRITY SURVEYS
605 SWIRES DRIVE
KENAI, ALASKA 99611

RN 97-79
64-66 NY

DIAGRAM SHOWING BREAKDOWN OF SECTION 22, T3N, R8W, S.M., AK.

SCALE 1" = 1,000'



- LEGEND AND NOTES**
- Set 2"x4" aluminum cap monument (1200 ± 1978)
 - Found U.S.G.L.D. brass cap monument
 - Found
 - ⊥ Set 1/2" x 24" steel nail
 - Set 1 1/2" aluminum cap monument (1200 ± 1978)
- All bearings refer to the last boundary of Section 27, T3N, R8W, S.M., Ak as being N00°00'00" W.
- All areas of record shown thus ()
- All lines subject to a 20' strip setback along all described R/W's.
- All wastewater disposal systems shall comply with existing law at time of construction.

CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of the property shown and described herein and that we hereby adopt the plan of subdivision, and dedicate all streets, alleys, walks, parks, utility easements, and other open spaces to public use.

Herman W. Gangloff
Herman W. Gangloff

Richard E. Gangloff
Richard E. Gangloff

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this 12th day of JUNE, 1978.

Herman W. Gangloff
Notary Public for the State of Mississippi, County of HEBARD
My Commission Expires JAN. 15, 1981

78-145
CORRECTED - FILED
Heard
DATE: 8-11-78
BY: [Signature]
Herman W. Gangloff

PLAT APPROVAL

The plat having been reviewed by the Hebard Planning Borough Planning Commission as recorded in the official minutes of the meeting of August 13, 1978, a formal acknowledgment was received on the official plat, subject to any and all conditions and requirements of ordinances and law implementing the same.

KENAI PENINSULA BOROUGH
By: *Thuy Williams*



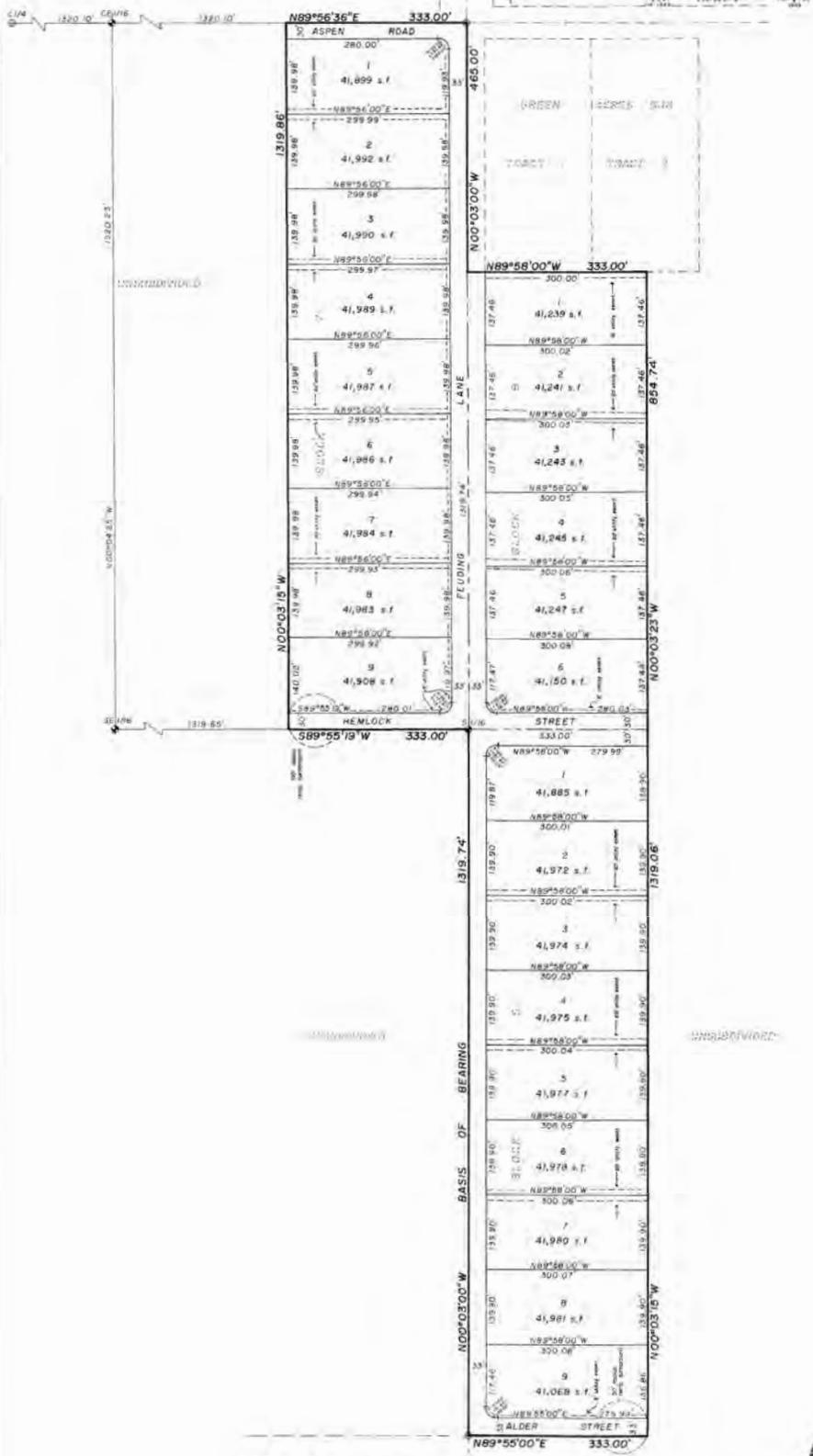
GREEN ACRES ADDITION NO. 3

DESCRIPTION: LOCUS WITH A PORTION OF THE E/2 NE 1/4 SEC 22 AND THE W/2 W/2 SEC 24, T3N, R8W, S.M., AK and within the Hebard Planning Borough containing 86.709 acres more or less.

OWNER: Herman W. Gangloff
24 Greenbrier Avenue
Dulport, Mississippi 39501

P.O. Box 470
G.S. Best
Geologist, Registered Land Surveyor

Date Surveyed: June, 1978 State: Miss. S.M. No.: 77-5





NOTICE OF PROPOSED UTILITY EASEMENT VACATION

Notice is hereby given that an application to vacate a utility easement in the Sterling area was received on 2/23/2026 by the Planning Department of the Kenai Peninsula Borough.

In accordance with Chapter 20 of the Borough Code of Ordinances, all owners of properties within a 300-foot radius must be notified of the proposed vacation. According to Borough records, you are an owner of property within that radius or you are an affected party.

Request / Affected Property: Vacates three 20-foot wide by approximately 260-foot long utility easements running west to east across the parcel

KPB File No. 2026-019V

Petitioner(s)/ Land owner(s): Stephen M. Hill of Ben Wheeler, TX.

Purpose as stated in petition: Utility easements proposed for vacation are not in use. Utility providers had no objection to vacation of these easements. The easements fragment the proposed layout..

Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, March 16, 2026** commencing at **7:30 p.m.**, or as soon thereafter as business permits. The meeting is being held in person at the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 N. Binkley Street, Soldotna, Alaska. This meeting will also be held via Zoom, or other audio or video conferencing means whenever technically feasible.

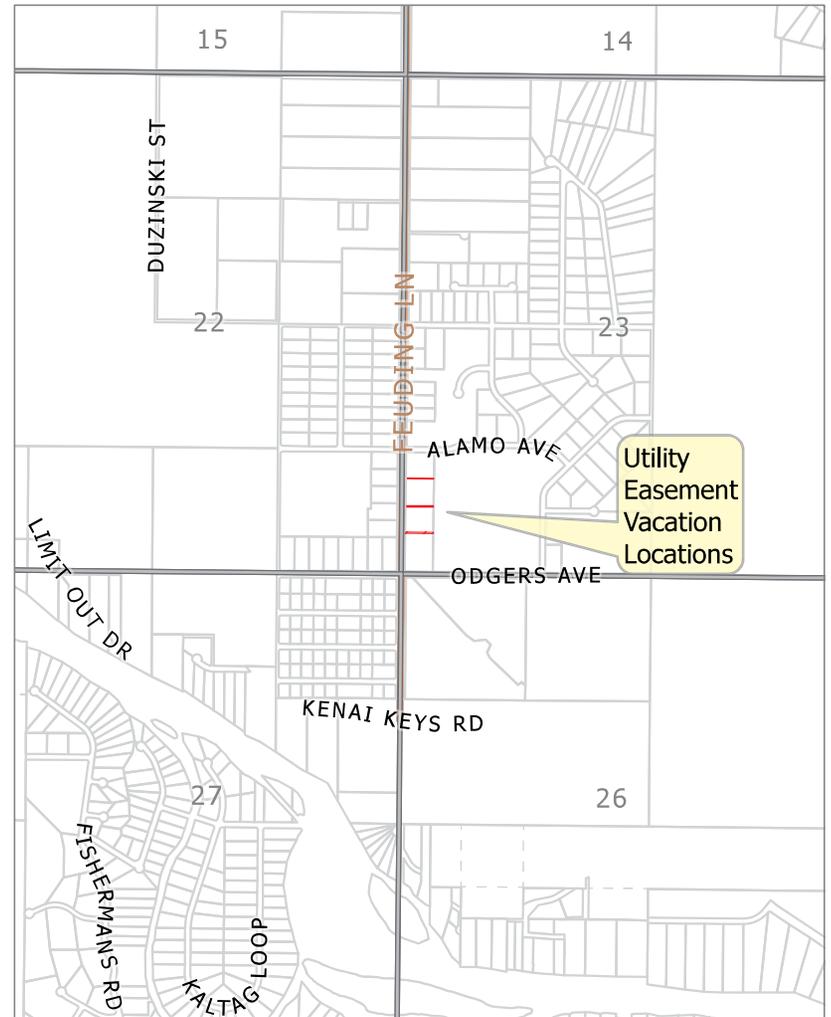
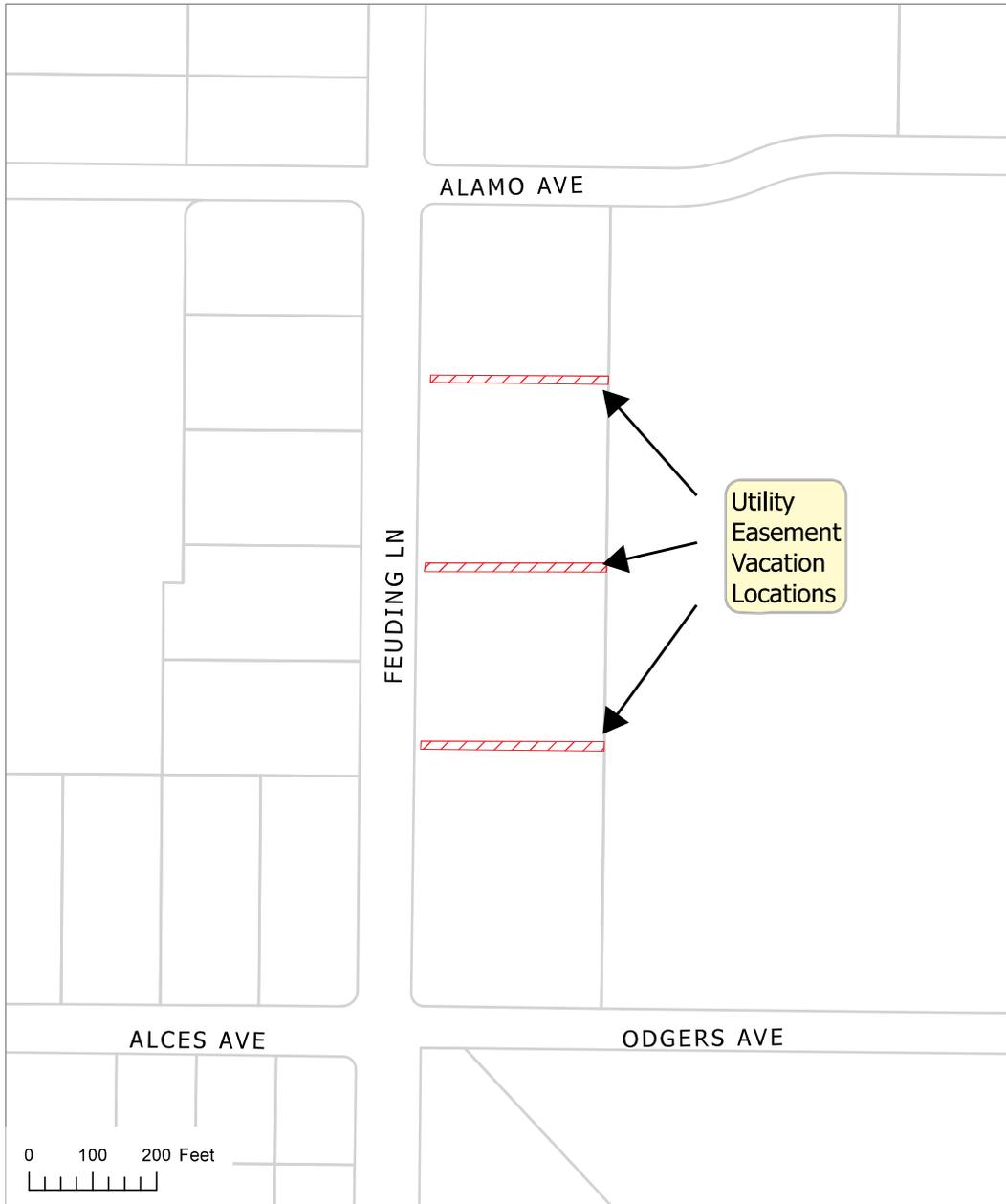
To attend the meeting using Zoom from a computer visit <https://us06web.zoom.us/j/9077142200>. You may also connect to Zoom by telephone, call toll free **1-888-788-0099** or **1-877-853-5247**. If calling in you will need the Meeting ID of 907 714 2200. Additional information about connecting to the meeting may be found at <https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/planning-public-notices>.

Anyone wishing to testify may attend the meeting in person or through Zoom. Written testimony may be submitted by email to planning@kpb.us, or mailed to the attention of Beverly Carpenter, Kenai Peninsula Borough Planning Department, 144 N. Binkley Street, Soldotna, Alaska 99669. [Written comments may also be sent by Fax to 907-714-2378]. All written comments or documents must be submitted by **1:00 PM, Friday, March 13, 2026**. The deadline to submit written comments or documents does not impact the ability to provide verbal testimony at the public hearing.

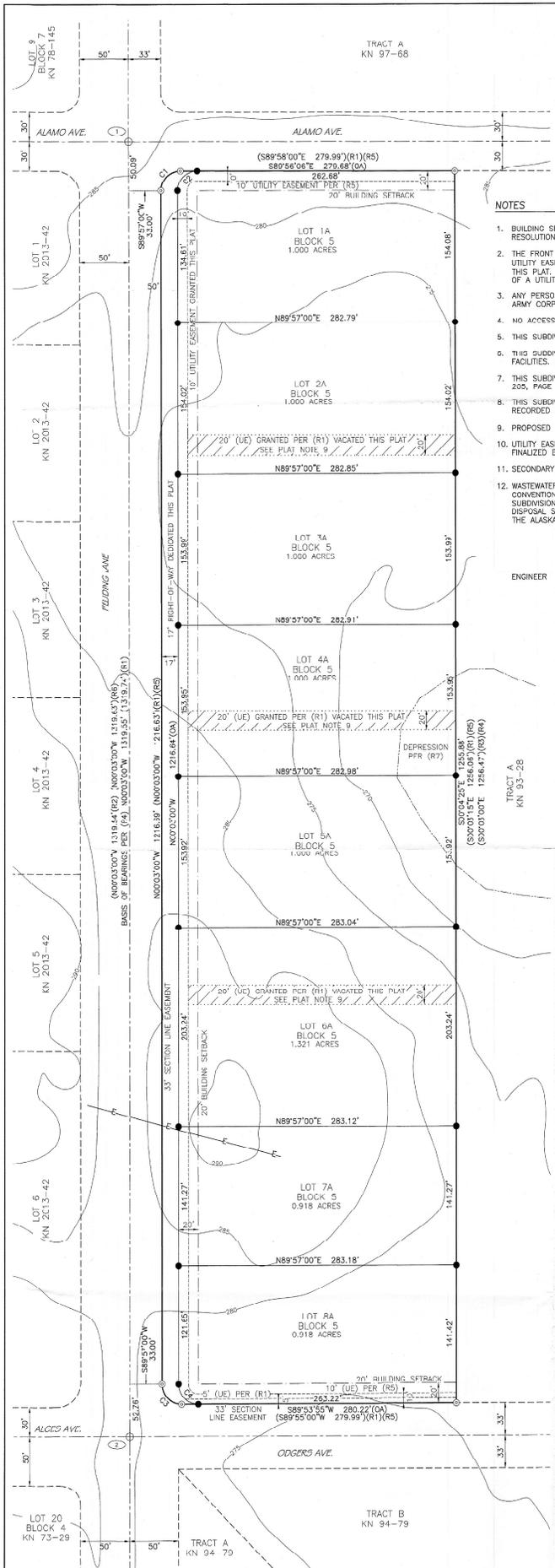
Additional information such as staff reports and comments are available online. This information is available the Monday prior to the meeting and found at <https://kpb.legistar.com/Calendar.aspx>. Use the search options to find the correct timeframe and committee.

For additional information, contact Sandee Simons (ssimons@kpb.us) or Beverly Carpenter (BCarpenter@kpb.us), Planning Department, 714-2200 (1-800-478-4441 Toll Free within the Kenai Peninsula Borough).

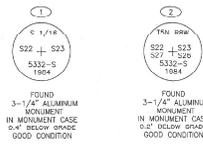
Mailed 2/24/2026



KPB File 2026-019V
T05N R08W SEC23
Sterling



MONUMENT SUMMARY



NOTES

- BUILDING SETBACK - A SETBACK OF 20 FEET IS REQUIRED FROM ALL STREET RIGHTS-OF-WAY UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
- THE FRONT 10 FEET ADJACENT TO THE RIGHTS-OF-WAY IS A UTILITY EASEMENT, PER RS. THE FRONT 5' FEET ADJACENT TO ODGERS AVE., IS A UTILITY EASEMENT, PER (R1). THE FRONT 10 FEET ADJACENT TO THE PORTION OF FEUJING LANE DEDICATED THIS PLAT IS A UTILITY EASEMENT, PER THIS PLAT. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
- ANY PERSON DEVELOPING THE PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS, INCLUDING A U.S. ARMY CORPS OF ENGINEERS WETLANDS DETERMINATION IF APPLICABLE.
- NO ACCESS TO STATE-MAINTAINED RIGHTS-OF-WAY PERMITTED UNLESS APPROVED BY THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION.
- THIS SUBDIVISION SUBJECT TO A ROAD RESERVATION OF 33 FEET ALONG EACH SIDE OF THE SECTION LINE AS CREATED BY 43 U.S.C. §32.
- THIS SUBDIVISION IS SUBJECT TO A PUBLIC ROAD EASEMENT GRANTED TO STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, RECORDED ON DECEMBER 30, 1981 IN VOLUME 181, PAGE 897, KENAI RECORDING DISTRICT.
- THIS SUBDIVISION IS SUBJECT TO A PUBLIC ROAD EASEMENT GRANTED TO KENAI PENINSULA BOROUGH, RECORDED ON APRIL 7, 1983 IN VOLUME 205, PAGE 002, KENAI RECORDING DISTRICT.
- THIS SUBDIVISION IS SUBJECT TO AN ELECTRICAL LINE EASEMENT WITH NO DEFINED LOCATION GRANTED TO HOMER ELECTRIC ASSOCIATION, INC. RECORDED ON APRIL 19, 1961 IN VOLUME 6, PAGE 322, KENAI RECORDING DISTRICT.
- PROPOSED LAND USES ARE RECREATIONAL, RESIDENTIAL, AGRICULTURAL, AND COMMERCIAL PER (RS).
- UTILITY EASEMENT VACATION APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF APRIL 13, 2026, BEING FINALIZED BY THIS PLAT, AS SHOWN ON PLAT.
- SECONDARY MONUMENTS OF 1/2" REBAR SET PER (R1) ADJACENT TO FEUJING LANE HELD AND REMOVED.
- WASTEWATER DISPOSAL: SOIL CONDITIONS, WATER TABLE LEVELS, AND SOIL SLOPES IN THIS SUBDIVISION HAVE BEEN FOUND SUITABLE FOR CONVENTIONAL ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS SERVING SINGLE-FAMILY OR DUPLEX RESIDENCES. AN ENGINEER'S SUBDIVISION AND SOILS REPORT IS AVAILABLE FROM THE KENAI PENINSULA BOROUGH. ANY OTHER TYPE OF ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEM MUST BE DESIGNED BY A QUALIFIED ENGINEER, REGISTERED TO PRACTICE IN ALASKA, AND THE DESIGN MUST BE APPROVED BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

ENGINEER _____ LICENSE NUMBER _____ DATE _____

REFERENCES

- (R1) GREEN ACRES ADDITION NO. 3, PLAT 78-145, KENAI RECORDING DISTRICT
- (R2) STERLING VISTA SUBDIVISION UNIT 1, PLAT 84-186, KENAI RECORDING DISTRICT
- (R3) STERLING VISTA SUBDIVISION UNIT 2, PLAT 84-209, KENAI RECORDING DISTRICT
- (R4) STERLING VISTA SUBDIVISION EQUESTRIAN REPLAT, PLAT 93-28, KENAI RECORDING DISTRICT
- (R5) GREEN ACRES GANGLOFF REPLAT, PLAT 97-79, KENAI RECORDING DISTRICT
- (R6) SHERNITA MOUNTAIN VIEW SUBDIVISION, PLAT 2013-42, KENAI RECORDING DISTRICT
- (R7) KENAI WATERSHED FORUM WETLAND ASSESSMENT

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF APRIL 13, 2026.
KENAI PENINSULA BOROUGH

AUTHORIZED OFFICIAL

CERTIFICATE OF ACCEPTANCE BY STATE OF ALASKA

THE UNDERSIGNED OFFICIAL IDENTIFIED BY NAME AND TITLE IS AUTHORIZED TO ACCEPT AND HEREBY ACCEPTS ON BEHALF OF THE STATE OF ALASKA FOR PUBLIC USE 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 WAY DEDICATED ON THIS PLAT: EAST 17' OF FEUJING LANE.
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.

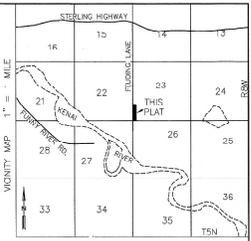
W/PLAN/ ARN/RS P/F RW/ CHIFF DATE _____
STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

LEGEND

- ⊕ FOUND PRIMARY MONUMENT AS REFERENCED
- ⊙ FOUND 1/2" REBAR - NO CAP
- SET PROPERTY CORNER 3/0" x 3/0" REBAR WITH 2" ALUMINUM CAP STAMPED EDGE SURVEY LS-13022 2026
- Ⓜ MONUMENT REFERENCE NUMBER
- SUBDIVISION BOUNDARY
- - - INTERIOR LOT LINE
- - - ADJACENT PROPERTY LINE
- - - EASEMENT
- - - BUILDING SETBACK
- - - CENTERLINE
- - - FORMER EASEMENT LINE
- - - LOW AREA PER (R7)
- (UA) OVER-ALL
- (#F) RECORD DATA, SEE REFERENCE
- (UE) UTILITY EASEMENT
- ▨ EASEMENT VACATED

CERTIFICATE OF SURVEYOR

I, MARK AMONETTI 13022-S, 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.



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 ADD THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAYS AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

STEPHEN M. HILL
PO BOX 306
BEN WHEELER, TEXAS 75754

NOTARY'S ACKNOWLEDGEMENT

FOR: STEPHEN M. HILL
ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____, 2026

PUBLIC NOTARY SIGNATURE _____
MY COMMISSION EXPIRES: _____

PRELIMINARY
KPB File No. 2026-XXX

GREEN ACRES HILL ADDITION

A SUBDIVISION OF TRACT A BLOCK 5 GREEN ACRES GANGLOFF REPLAT PLAT NO. 97-79 KENAI RECORDING DISTRICT

LOCATED WITHIN SW 1/4 SECTION 23, T5N, R6W, S.M. KENAI RECORDING DISTRICT KENAI PENINSULA BOROUGH STATE OF ALASKA

OWNER: STEPHEN M. HILL PO BOX 306 BEN WHEELER, TEXAS 75754

CONTAINING 8.648 ACRES



DRAWN BY: _____ DATE: 02/10/2026 PROJECT: 25-851
CHECKED BY: _____ SCALE: 1" = 50' SHEET: 1 OF 1

KPB 2026-019V

CURVE TABLE

CURVE	RAIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARINGS	CHORD LENGTH
C1	20.00'	31.46'	90°06'54"	S45°00'27"W	28.31'
C1(R1)(R2)	20.00'	31.43'	90°06'54"	S46°00'27"W	28.31'
C2	20.00'	31.46'	90°06'54"	S45°00'27"W	28.31'
C2(R1)(R2)	20.00'	31.45'	90°06'54"	S46°00'27"W	28.31'
C3	20.00'	31.43'	90°03'05"	S43°04'32"E	28.30'
C3(R1)	20.00'	31.43'	90°03'05"	N45°04'32"W	28.30'

E. NEW BUSINESS

3. Building Setback Encroachment Permit (Church)

KPB File 2024-128

PC Resolution 2026-19

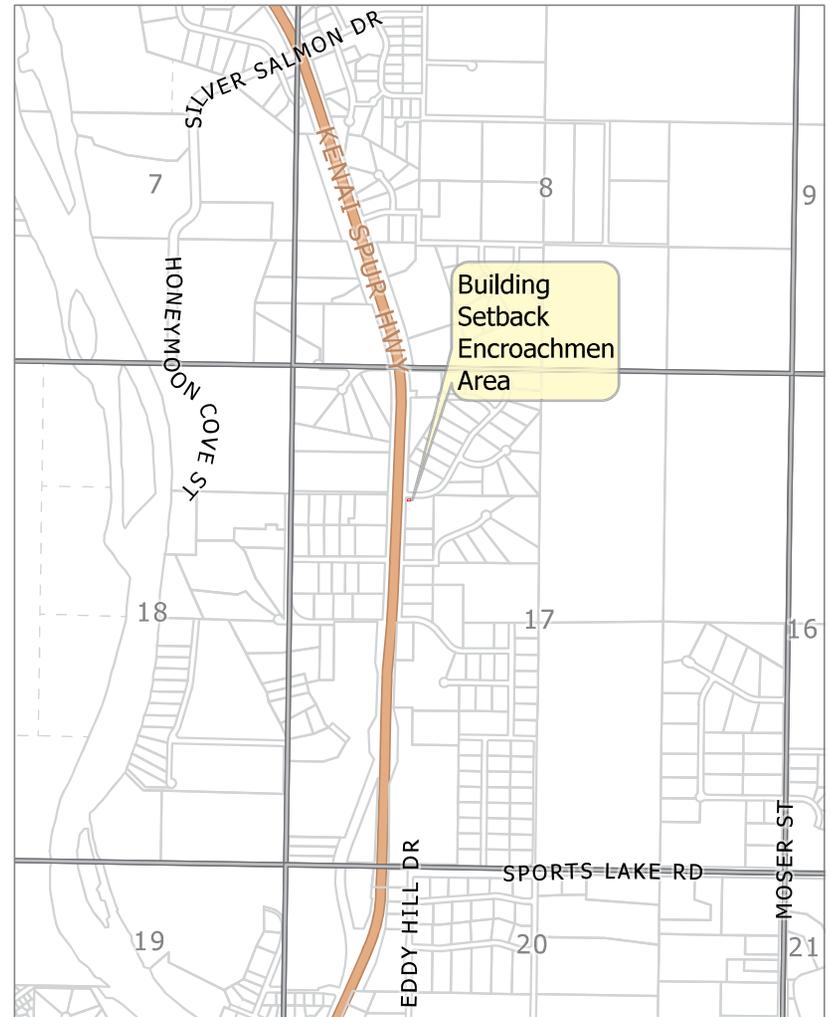
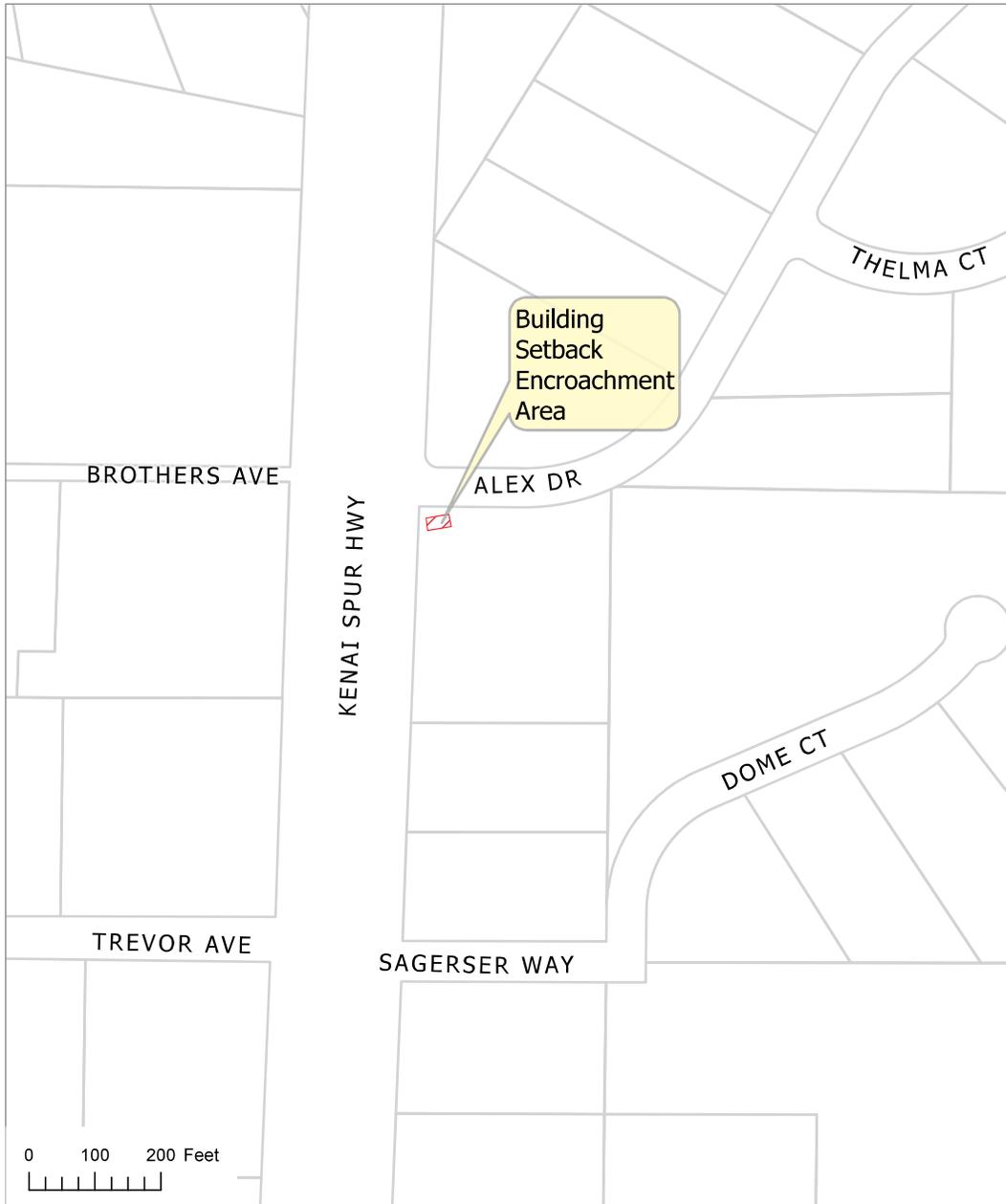
Edge Survey & Design / Trinity Christian Center

Request: Permits a 12' by 16' church to remain approximately 9.1' into the 20' building setback on Alex Drive & 7.9' into the 20' building setback along the Kenai Spur Hwy

Location: Lot 1A, Sagerser Subdivision Trinity Center Replat

Plat KN 2024-99

Ridgeway Area

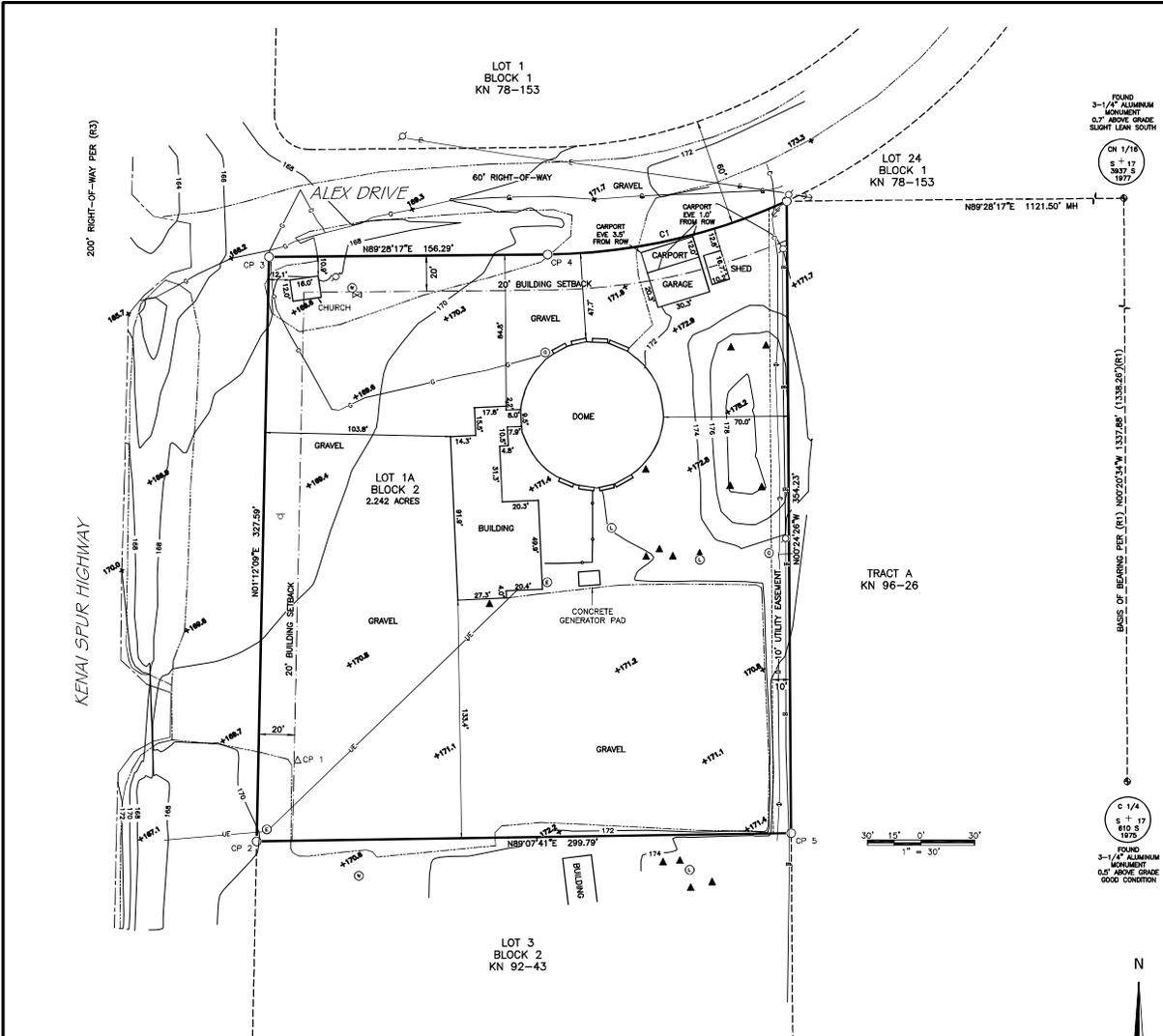


KPB File 2024-128
T05N R10W SEC17
Ridgeway

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



LEGEND

- ⊕ MONUMENT FOUND
- PROPERTY CORNER FOUND
- CP 1 CONTROL POINT NUMBER
- △ SPIKE SET
- ⊕ UTILITY POLE
- ⊕ GUY ANCHOR
- ⊕ SIGN POST
- ⊕ GAS METER
- ⊕ ELECTRIC TRANSFORMER
- ⊕ COMMUNICATION PEDESTAL
- ▲ SEPTIC VENT
- ⊕ SEPTIC LIFT
- ⊕ WELL
- ⊕ WATER VALVE
- ⊕ SPOT ELEVATION
- ▬ PARCEL BOUNDARY
- - - ADJACENT PARCEL
- - - EASEMENT
- - - EDGE ASPHALT
- - - EDGE GRAVEL
- - - FENCE
- - - TREE LINE
- - - CONTOUR LINE
- C - COMMUNICATION LINE
- G - GAS LINE
- E - OVERHEAD ELECTRIC LINE
- UE - UNDERGROUND ELECTRIC LINE

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	138.37'	330.00'	24°01'22"	S77°27'54"W	137.36'

CONTROL POINTS

MONUMENT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	4717.605	10616.112	170.95	SPIKE
2	4672.444	9933.128	163.51	REBAR
3	5000.000	10000.000	167.10	REBAR
4	5001.442	10158.283	170.65	2" ALUM. CAP
5	4477.056	10292.293	172.94	2" ALUM. CAP

NOTES

- THIS DRAWING IS BASED ON A FIELD SURVEY PERFORMED BY EDGE SURVEY AND DESIGN LLC, MAY 2024.
- UTILITY LOCATES WERE ORDERED FOR THIS DRAWING. COMMUNICATION, GAS LINES AND OVERHEAD ELECTRIC LINES SHOWN ARE FROM FIELD LOCATES. UNDERGROUND ELECTRIC LINES SHOWN ON THIS DRAWING FROM HOMER ELECTRIC ASSOCIATION AS-BUILT DRAWINGS.
- ELEVATIONS SHOWN HEREON ARE NAVD88 ORTHOMETRIC HEIGHTS AS DETERMINED BY AN NGS OPUS SOLUTION HOLDING GEOID 12B.
- THE BASIS OF BEARINGS OF THIS DRAWING FROM MOORING ESTATES SUBDIVISION DUNBAR ADDITION, PLAT NOT RECORDED.
- THE BASIS OF COORDINATES IS AN ASSUMED COORDINATE SYSTEM.
- DISTANCES SHOWN HEREON ARE HORIZONTAL U.S. SURVEY FEET DISTANCES REDUCED TO GRID.
- A TITLE REPORT WAS REFERENCED FOR THIS DRAWING.

REFERENCES

(R1) SAGERSER SUBDIVISION NO. 2, PLAT 92-43, KENAI RECORDING DISTRICT

CERTIFICATE OF SURVEYOR

I, RYAN SORENSEN 13006-S, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT THIS SITE SURVEY 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 2024-128

TOPOGRAPHIC SITE SURVEY

LOT 1A BLOCK 2 SAGERSER SUBDIVISION TRINITY CENTER REPLAT
 PLAT 2024-99 KENAI RECORDING DISTRICT
 SECTION 17 15N R10W SEWARD MERIDIAN, ALASKA



SCALE:
 1" = 30'
 DATE:
 01/13/2025
 SHEET:
 1 OF 1

AGENDA ITEM E. NEW BUSINESS

**ITEM #3. – BUILDING SETBACK ENCROACHMENT PERMIT
LOT 1A, BLOCK 2, SAGERSER SUBDIVISION TRINITY CENTER REPLAT, PLAT KN 2024-99**

KPB File No.	2024-128
Planning Commission Meeting:	March 16, 2026
Applicant / Owner:	Trinity Christian Center, Inc., Soldotna, Alaska
Surveyor:	Jason Young, Edge Survey and Design, LLC
General Location:	Kenai Spur Highway and Alex Drive, Ridgeway Area, Soldotna

Parent Parcel No.:	057-045-19
Legal Description:	T 05N R 10W SEC 17 Seward Meridian KN 2024099 SAGERSER SUB TRINITY CENTER REPLAT LOT 1A BLK 2
Assessing Use:	Institutional Church
Zoning:	Rural Unrestricted
Resolution	2026-19

STAFF REPORT

Specific Request / Purpose as stated in the petition:

Asking exception to building setbacks for small church encroaching along Alex Drive and Kenai Spur Highway.

Site Investigation:

The submitted site survey depicts multiple structures located on the property.

The 12-foot by 16-foot church structure is located in the northwest corner of the sketch is petitioned for a building setback encroachment permit. According to KPB records, the church was constructed in approximately 1994. The church encroaches approximately 9.1 feet into the north 20-foot building setback along Alex Drive. It also encroaches approximately 7.9 feet on the into the east 20-foot building setback along the Kenai Spur Highway.

KPB 20.90.010 defines "permanent structures" for purposes of the building setback as improvements of a permanent nature that requires footings, foundations or pilings. Improvements of a minor nature that do not interfere with the sight distance from the right-of-way are allowed. Examples of allowable improvements are well casings, low retaining walls, vent pipes, individual mailboxes, address sign posts and transparent fencing such as metal chain link.

Publicly available sketches and imagery show an approximate 4-foot by 5-foot open framed porch (OFP) that is not depicted on the submitted site survey. This OFP also encroach into the building setback being on the west side of the church structure; however, it does not appear to meet the definition of a permanent structure, not having a footing. **Staff recommends** that the OFP may remain for the duration of the church structure; however, it may not be altered.

Sight distance does not appear to be impacted due to the distance between the structure and the drivable portions of both rights-of-way.

The church is located on the corner of Alex Drive and the Kenai Spur Highway, near milepost 3. Alex Drive is a 60-foot borough-maintained right-of-way that connects to the Kenai Spur Highway on the west. Approximately 25 feet of Alex Road is currently constructed. The church sits approximately 26 feet from the edge of the drivable portion of Alex Drive.

The Kenai Spur Highway is a 200-foot state-maintained right-of-way. Approximately 45 feet is currently constructed,

and the church sits approximately 99 feet from the edge of the drivable portion of the right-of-way.

Staff Analysis:

In 1983, Sagerser Subdivision No. 2 (KN 83-10) created lots 1 and 2, Block 2. In 2024, Sagerser Subdivision Trinity Center Replat (KN 2024-99) combined lots 1 and 2, Block 2, resulting in the creation of Lot 1A, Block 2.

The original plat, (KN 83-10) required a 20-foot building setback from all street rights-of-way. This setback was carried forward onto the most recent plat (KN 2024-99).

Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east. The majority of the parcels in the surrounding area have been developed. The Kenai Spur Highway serves as a primary transportation corridor.

Based on KPB GIS contours data, there are no steep slopes within the affected lot. The land is relatively flat with a slight slope towards the Kenai Spur Highway and Alex Drive.

According to KPB GIS data, no wetlands affect the subject area.

The submitted site survey includes depictions of utility lines in the area. The church does not encroach into any of the depicted communication lines, gas lines, overhead electric lines, or underground electric lines. **Staff recommends** the 10' utility easement along the rights-of-way as noted on the parent plat be shown.

Applicant Discussion:

Asking exception to building setback for small church encroaching along Alex Drive and Kenai Spur highway. Alex Drive is constructed and improved in center of ROW. Encroaching structure has been in place for several years without issues of interference of road maintenance, or sight lines. Encroaching structure does not create a safety hazard.

Applicant Findings:

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The chapel (church) has been in place since the early 90's.
4. There have been no safety hazards produced or reported.
5. A mail postal cluster box is located between the chapel (church) and the road.

Staff Findings for the Commission's review:

6. In 1983, Sagerser Subdivision No. 2 (KN 83-10) required a 20-foot building setback from all street rights-of-way.
7. The approximate 12-foot by 16-foot church was constructed around 1994.
8. The church encroaches approximately 9.1 feet on the north into the 20-foot building setback along Alex Drive.
9. The church encroaches approximately 7.9 feet on the west into the 20-foot building setback along the Kenai Spur Highway.
10. The church is located on the corner of Alex Drive and the Kenai Spur Highway.
11. Alex Drive is a 60-foot borough-maintained right-of-way.
12. Approximately 25 feet of Alex Road is currently constructed. The church sits approximately 26 feet from the drivable portion of Alex Drive.
13. The Kenai Spur Highway is a 200-foot state-maintained right-of-way.
14. Approximately 45 feet of the Kenai Spur Highway is currently constructed, and the church sits approximately 99 feet from the drivable portion of the right-of-way.
15. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
16. The majority of the parcels in the surrounding area have been developed.

17. The Kenai Spur Highway serves as a primary transportation corridor.
18. There are no steep slopes within the affected lot.
19. No wetlands affect the subject area.
20. The church does not encroach into any of the depicted communication lines, gas lines, overhead electric lines, or underground electric lines.
21. Per KPB 20.90.010 "Permanent structures" for purposes of the building setback shall mean anything of a permanent nature that requires footings, foundations or pilings. Improvements of a minor nature that do not interfere with the sight distance from the right-of-way are allowed. Examples of allowable improvements are well casings, low retaining walls, vent pipes, individual mailboxes, address sign posts and transparent fencing such as metal chain link.
22. Per KPB 20.90.010 "Building setback" is the area of the lot where permanent structures are not allowed. The purpose of the setback is to promote safe public access, areas for emergency response, and traffic sight distance.

20.10.110. – Building setback encroachment permits.

E. The following standards shall be considered for all building setback encroachment permit applications.

Staff recommends the Planning Commission select the findings they determine are applicable to the standards and vote on them:

1. The building setback encroachment may not interfere with road maintenance.

Findings 1-5; 7; 10-15 and 17 appear to support this standard.

2. The building setback encroachment may not interfere with sight lines or distances.

Findings 1-4; 7 and 10-19 appear to support this standard.

3. The building setback encroachment may not create a safety hazard.

Findings 2-4; 6-7 and 20 appear to support this standard.

F. The granting of a building setback encroachment permit will only be for the portion of the improvement or building that is located within the building setback and the permit will be valid for the life of the structure or for a period of time set by the Planning Commission. The granting of a building setback permit will not remove any portion of the 20 foot building setback from the parcel.

G. The Planning Commission shall approve or deny a building setback encroachment permit. If approved, a resolution will be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to complete the permit. The resolution will require an exhibit drawing showing, and dimensioning, the building setback encroachment permit area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.

KPB department / agency review:

KPB Roads Dept. comments	
SOA DOT comments	
KPB River Center review	<p>A. Floodplain</p> <p>Reviewer: Hindman, Julie Floodplain Status: IS in flood hazard area Comments: Within a non-regulatory zone. No comment on structure and setback.</p> <p>Flood Zone: X (shaded) Map Panel: 02122C-0240F In Floodway: False</p>

	Floodway Panel: B. Habitat Protection Reviewer: Aldridge, Morgan Habitat Protection District Status: Is NOT within HPD Comments: No comments
State of Alaska Fish and Game	
Addressing	
Code Compliance	Reviewer: Ogren, Eric Comments: The structures are in the set back. An exception will be needed to allow the structures to stay and not be moved.
Planner	
Assessing	Reviewer: Windsor, Heather Comments: No comment

RECOMMENDATION:

Based on the standards to grant a building setback encroachment permit, **staff recommends** to grant approval for the portion of the approximate 12-foot by 16-foot church structure within the 20-foot building setback as shown on the 2025 site survey, subject to:

If the Commission determines the petitioner **has not** met the burden of proving by substantial evidence that each of the Standards is met, the Commission should deny the application, and it should explain its reasons.

If the Commission determines the petitioner **has** met the burden of proving by substantial evidence that each of the Standards is met, the Commission should identify the findings of fact, based upon substantial evidence from the record, which includes this Staff Report, it determines are applicable to the Standards, and incorporate the following conditions for final approval:

1. Compliance with KPB 20.10.110 sections F and G.
2. Providing a current as-built with recommended corrections as noted below, to be used as an exhibit drawing for Resolution 2026-19, prepared, signed, and sealed by a licensed land surveyor.
3. The recording fees be submitted to the Kenai Peninsula Borough Planning Department for the recording of the resolution.
4. Failure to provide an as-built so that it may be recorded within one year approval will result in a new application, hearing, and approval.
5. Additional encroachments found on the new as-built will require a new hearing.

STAFF RECOMMENDATIONS

CORRECTIONS / EDITS

- Remove spot elevations, topography and any unnecessary ground information from final drawing.

NOTE:

20.10.110.(H) A decision of the planning commission may be appealed to the hearing officer by a party of record, as defined by KPB 20.90, within 15 days of the date of notice of decision in accordance with KPB 21.20.250.

END OF STAFF REPORT

**KENAI PENINSULA BOROUGH PLANNING COMMISSION
RESOLUTION 2026-19
KENAI RECORDING DISTRICT**

**A RESOLUTION GRANTING A BUILDING SETBACK ENCROACHMENT PERMIT
TO A PORTION OF THE TWENTY FOOT BUILDING SETBACK FOR LOT 1A,
BLOCK 2, SAGERSER SUBDIVISION TRINITY CENTER REPLAT KN 2024-99 (KN
2024-99); IN S17, T05N, R10W; SEWARD MERIDIAN, ALASKA, WITHIN THE KENAI
PENINSULA BOROUGH; KPB FILE NO. 2024-128**

WHEREAS, pursuant to KPB 20.30.240, a minimum twenty-foot building setback from all dedicated rights-of-way in subdivisions located outside incorporated cities is required; and

WHEREAS, issuance of a building setback encroachment permit is an exception to the rule prohibiting such encroachments; and

WHEREAS, KPB 20.10.110 governs building setback encroachment permits and authorizes the Planning Commission to grant building setback encroachment permits by resolution; and

WHEREAS, KPB 20.10.110(E) provides the three Standards the Planning Commission must consider when evaluating building setback permit applications; and

WHEREAS, the Planning Commission may only approve an encroachment permit if there is substantial evidence showing that each of the three Standards in KPB 20.10.110(E) are met; and

WHEREAS, these are affirmative findings, and the petitioner has the burden to prove with substantial evidence they are true; and

WHEREAS, Trinity Christian Center Inc of Soldotna, AK requested a building setback encroachment permit to the twenty-foot building setback granted by Sagerser Subdivision No 2 KN 83-10 ; and

WHEREAS, on Monday, March 16, 2026, the Planning Commission considered the background information, all comments received, and recommendations from KPB Planning Department staff regarding the proposed exception,

WHEREAS, the Planning Commission found that the petitioner met the burden of proof with substantial evidence as to each of the three Standards found in KPB 20.10.110(E); and

WHEREAS, the Planning Commission found that granting the building setback encroachment permit will not be detrimental to the public interest;

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE
KENAI PENINSULA BOROUGH:**

SECTION 1. That the petitioner has met the burden of proof with substantial evidence as to each of the three standards found in KPB 20.10.110(E).

SECTION 2. That an exception to the 20-foot building setback requirement on Lot 1A, Block 2, Sagerser Subdivision Trinity Center Replat KN 2024-99 is hereby granted to accommodate only the encroaching portion of the Church based upon the following findings of fact:

Standard 1: The building setback encroachment may not interfere with road maintenance.

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The chapel (church) has been in place since the early 90's.
4. There have been no safety hazards produced or reported.
5. A mail postal cluster box is located between the chapel (church) and the road.
7. The approximate 12-foot by 16-foot church was constructed around 1994.
10. The church is located on the corner of Alex Drive and the Kenai Spur Highway.
11. Alex Drive is a 60-foot borough-maintained right-of-way.
12. Approximately 25 feet of Alex Road is currently constructed. The church sits approximately 26 feet from the drivable portion of Alex Drive.
13. The Kenai Spur Highway is a 200-foot state-maintained right-of-way.
14. Approximately 45.2 feet of the Kenai Spur Highway is currently constructed, and the church sits approximately 99.5 feet from the drivable portion of the right-of-way.
15. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
17. The Kenai Spur Highway serves as a primary transportation corridor.

Standard 2: The building setback encroachment may not interfere with sight lines or distances.

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The chapel (church) has been in place since the early 90's.
4. There have been no safety hazards produced or reported.
7. The approximate 12-foot by 16-foot church was constructed around 1994.
10. The church is located on the corner of Alex Drive and the Kenai Spur Highway.
11. Alex Drive is a 60-foot borough-maintained right-of-way.
12. Approximately 25 feet of Alex Road is currently constructed. The church sits approximately 26 feet from the drivable portion of Alex Drive.
13. The Kenai Spur Highway is a 200-foot state-maintained right-of-way.
14. Approximately 45.2 feet of the Kenai Spur Highway is currently constructed, and the church sits approximately 99.5 feet from the drivable portion of the right-of-way.
15. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
16. The majority of the parcels in the surrounding area have been developed.
17. The Kenai Spur Highway serves as a primary transportation corridor.
18. There are no steep slopes within the affected lot.
19. No wetlands affect the subject area.

Standard 3: The building setback encroachment may not create a safety hazard.

2. Encroaching structure does not interfere with use and drainage of ROW.
3. The chapel (church) has been in place since the early 90's.
4. There have been no safety hazards produced or reported.
6. In 1983, Sagerser Subdivision No. 2 (KN 83-10) required a 20-foot building setback from all street rights-of-way.
7. The approximate 12-foot by 16-foot church was constructed around 1994.
20. The church does not encroach into any of the depicted communication lines, gas lines, overhead electric lines, or underground electric lines.

SECTION 3. That any new, replacement, and/or additional construction will be subject to the 20-foot building setback limit.

SECTION 4. That the granting of a building setback encroachment permit will only be for the portion of the improvement or building that is located within the building setback and the permit will be valid for the life of the structure or for a period of time set by the Planning Commission. The granting of a building setback permit will not remove any portion of the 20-foot building setback from the parcel.

SECTION 5. That a current as-built survey or sketch prepared, signed, and sealed by a licensed land surveyor showing the location of the encroachment within the building setback be attached to, and made a part of this resolution, becoming page 4 of 4.

SECTION 6. That this resolution is void if not recorded in the appropriate Recording District within one year of adoption.

SECTION 7. That this resolution becomes effective upon being properly recorded with petitioner being responsible for payment of recording fees.

**ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA
BOROUGH ON THIS _____ DAY OF _____, 2026.**

Jeremy Brantley, Chairperson
Planning Commission

ATTEST: _____
Ann Shirnberg,
Administrative Assistant

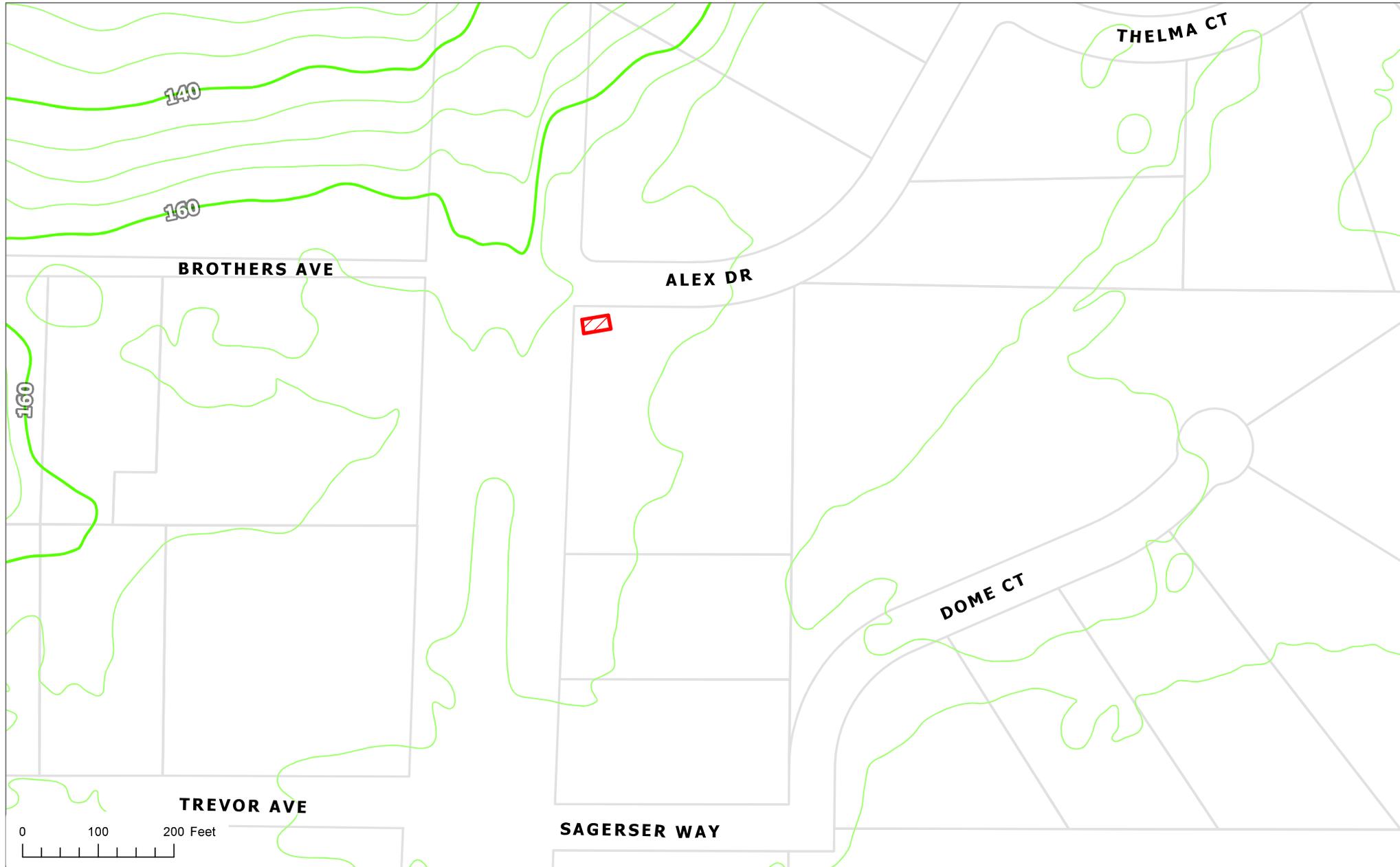
Return to:
Planning Department
Kenai Peninsula Borough
144 North Binkley Street
Soldotna, Alaska 99669



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

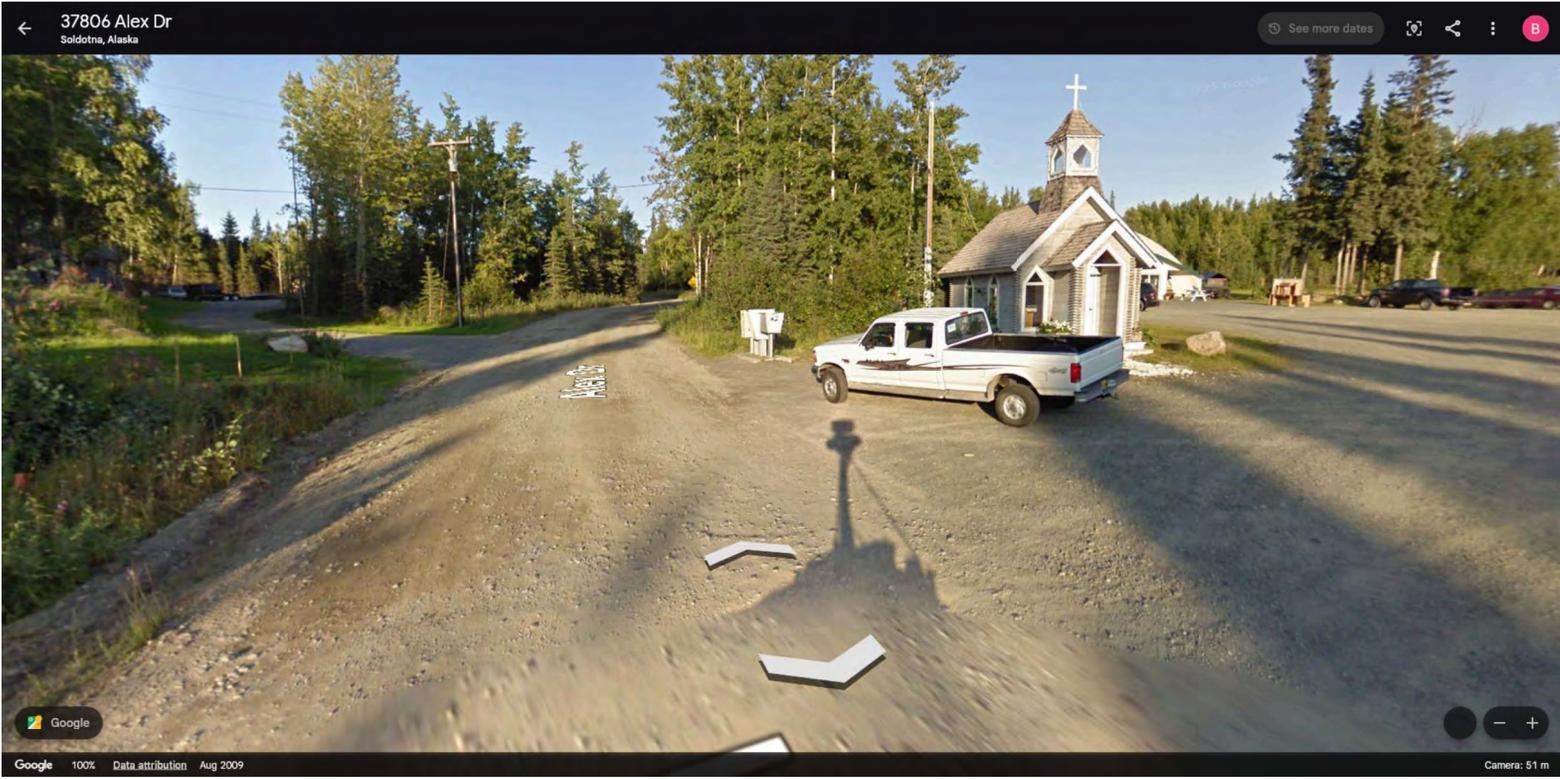


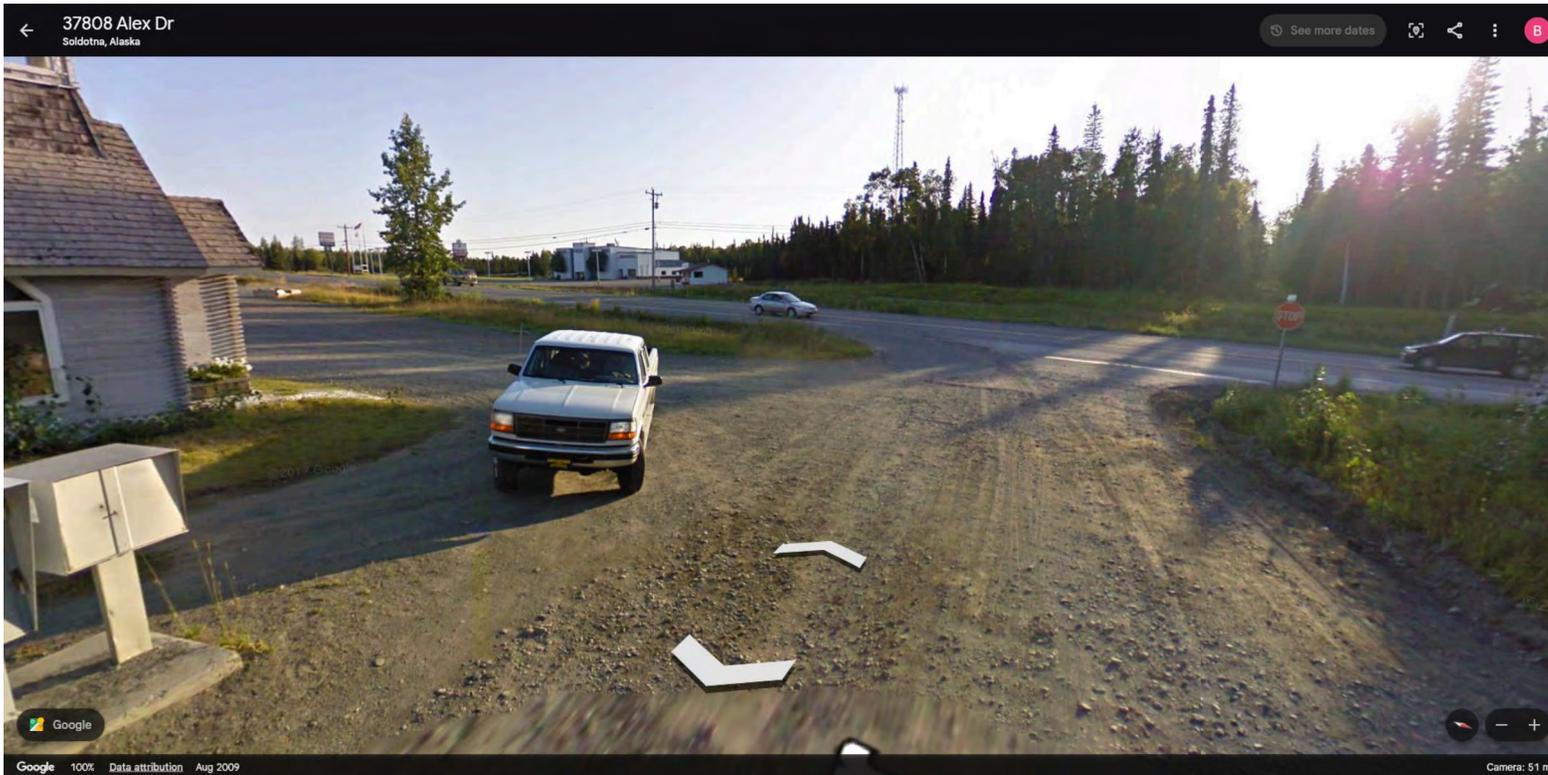
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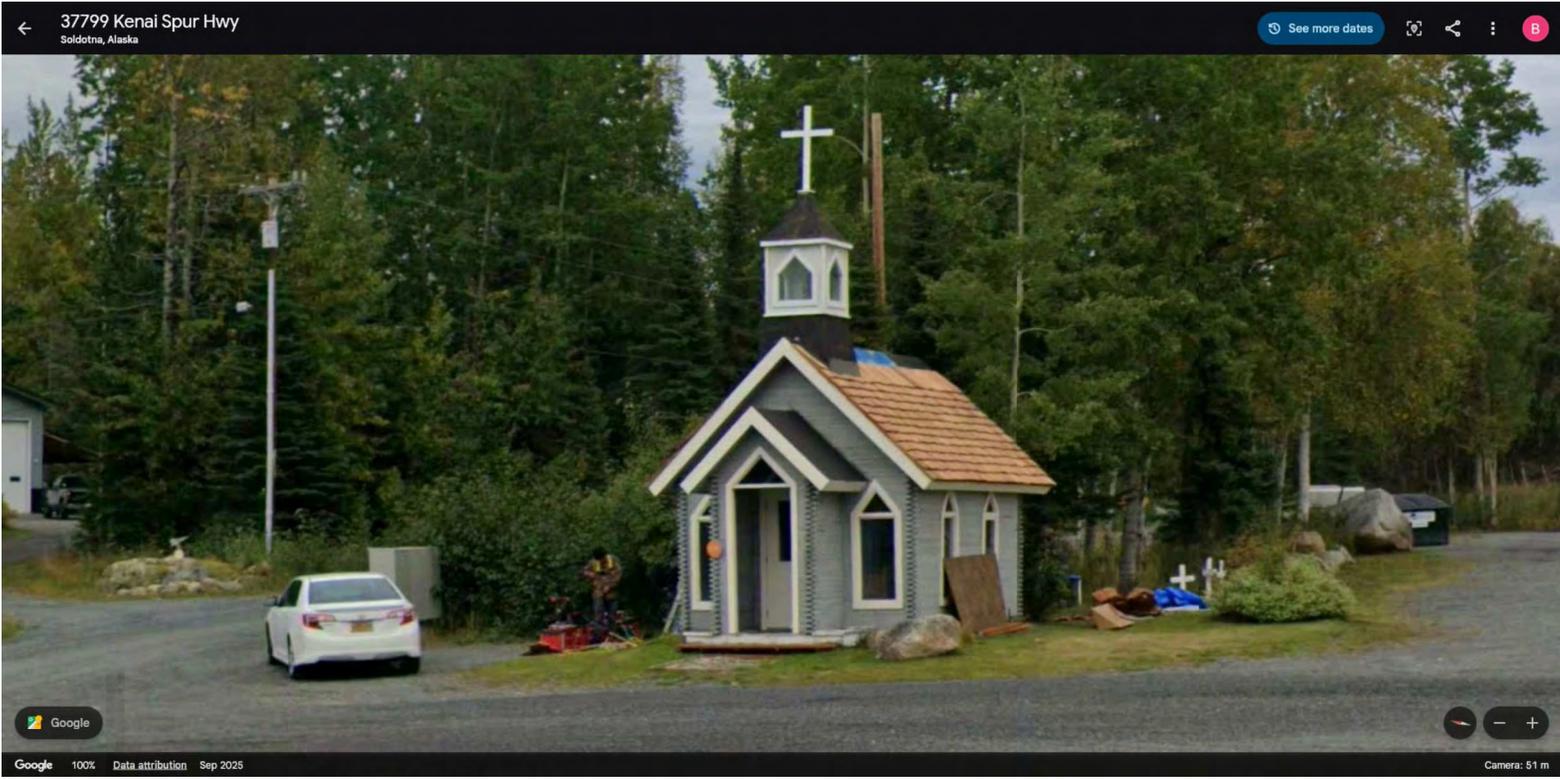




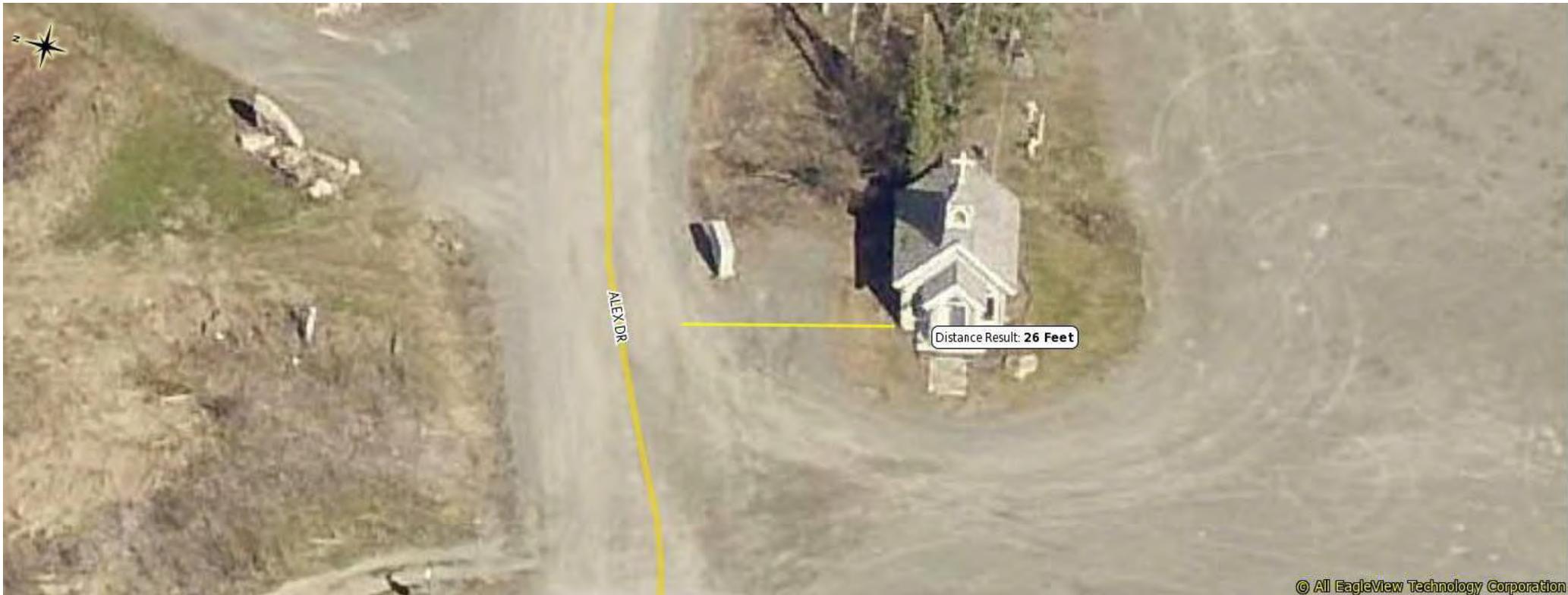








KPB Pictometry 2024



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KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF BUILDING SETBACK ENCROACHMENT PERMIT

Public notice is hereby given that a building setback encroachment permit application was received on 2/20/2026. You are being sent this notice because you are within 300 feet of the subject parcel and are invited to comment.

The building setback encroachment permit application is for the following property:

Request / Affected Property: Permits a 12-foot by 16-foot church to remain approximately 9.1' into the 20' building setback on Alex Drive and approximately 7.9' into the 20' building setback along the Kenai Spur Hwy.

KPB File No. 2024-128

Petitioner(s) / Land Owner(s): Trinity Christian Center Inc of Soldotna, AK.

Purpose as stated in petition: Asking exception to building setback for small church. Alex Drive constructed and improved in center of ROW. Encroaching structures do not interfere with use and drainage of ROW. Encroaching structures have been in place for several years without issues. Encroaching structures do not interfere with road maintenance or line of sight. Encroaching structures do not create a safety hazard.

Building setback encroachment permit reviews are conducted in accordance with KPB Subdivision Ordinance.

Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, March 16, 2026**, commencing at **7:30 p.m.**, or as soon thereafter as business permits. The meeting is being held in person at the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 N. Binkley Street, Soldotna, Alaska. This meeting will also be held via Zoom, or other audio or video conferencing means whenever technically feasible.

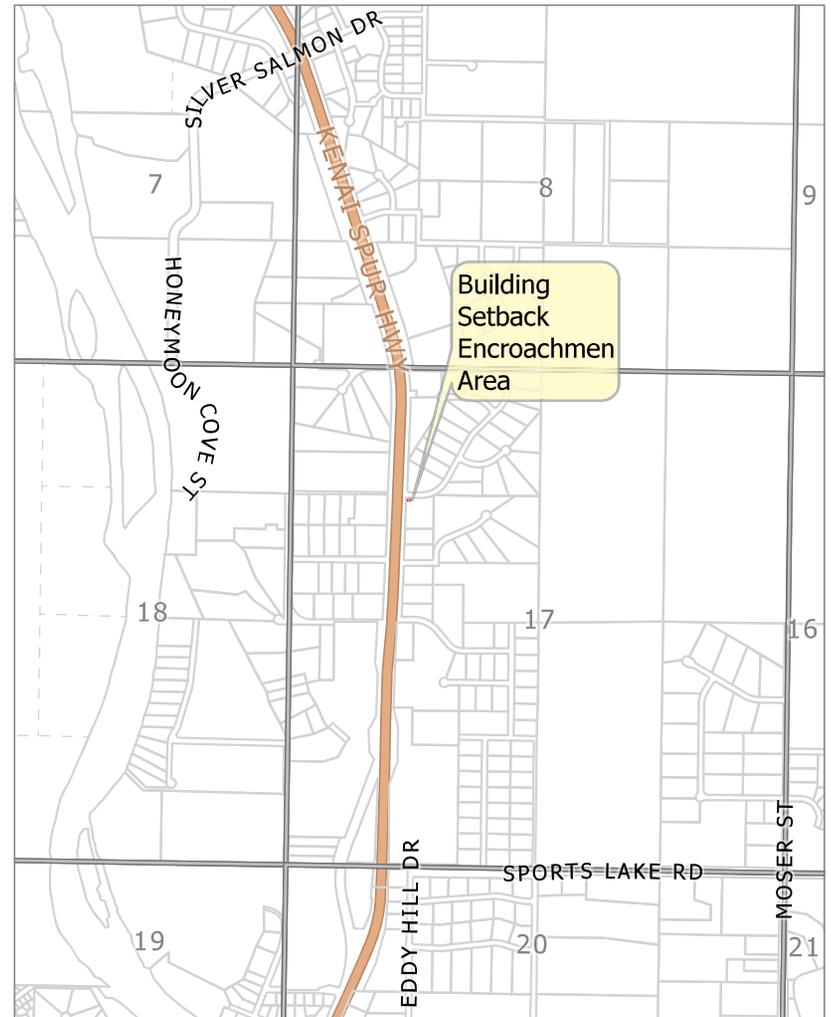
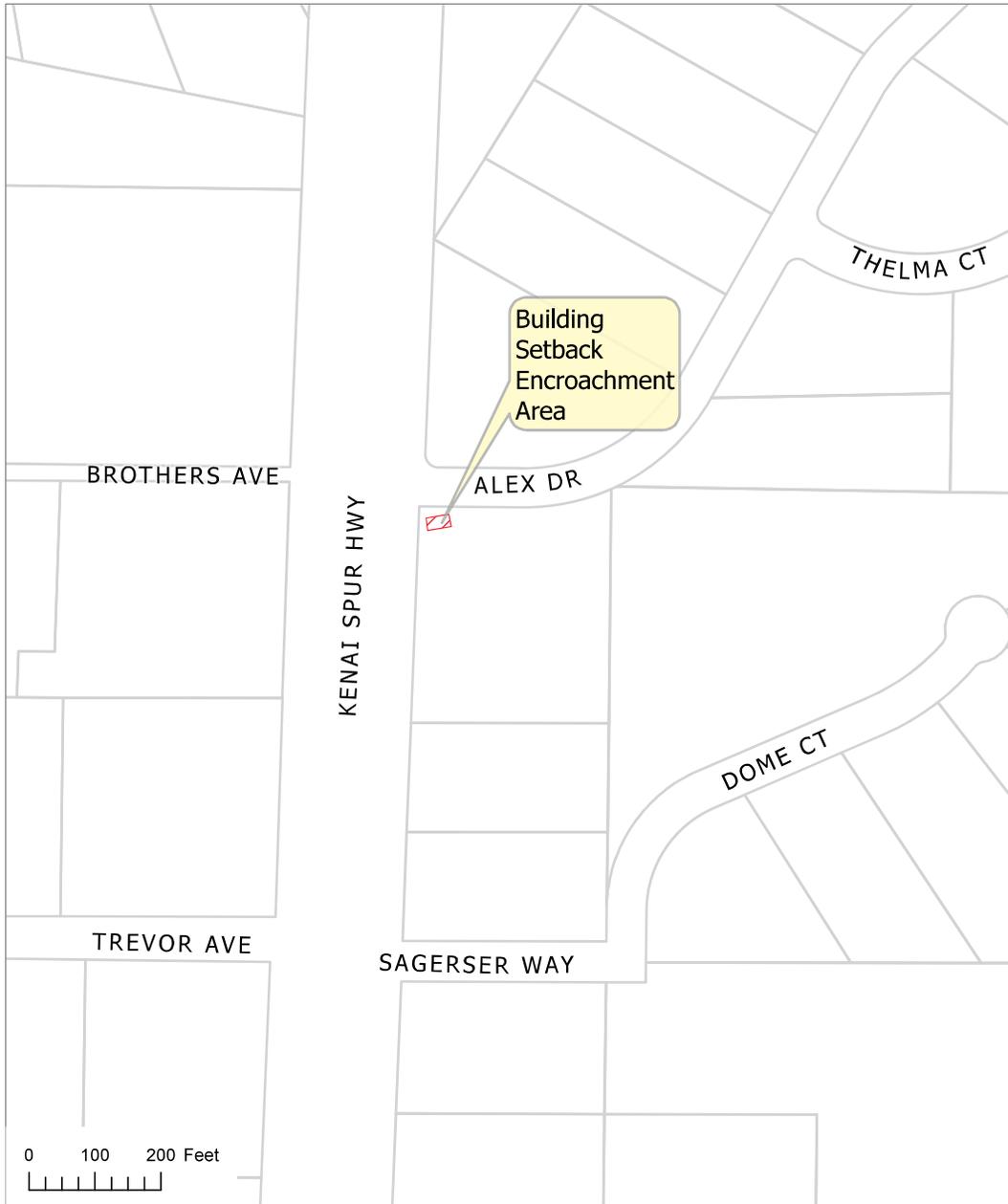
To attend the meeting using Zoom from a computer visit <https://us06web.zoom.us/j/9077142200>. You may also connect to Zoom by telephone, call toll free **1-888-788-0099** or **1-877-853-5247**. If calling in you will need the Meeting ID of 907 714 2200. Additional information about connecting to the meeting may be found at <https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/planning-public-notices>.

Anyone wishing to testify may attend the meeting in person or through Zoom. Written testimony may be submitted by email to planning@kpb.us, or mailed to the attention of Beverly Carpenter, Kenai Peninsula Borough Planning Department, 144 N. Binkley Street, Soldotna, Alaska 99669. [Written comments may also be sent by Fax to 907-714-2378]. All written comments or documents must be submitted by **1:00 PM, Friday, March 13, 2026**. The deadline to submit written comments or documents does not impact the ability to provide verbal testimony at the public hearing.

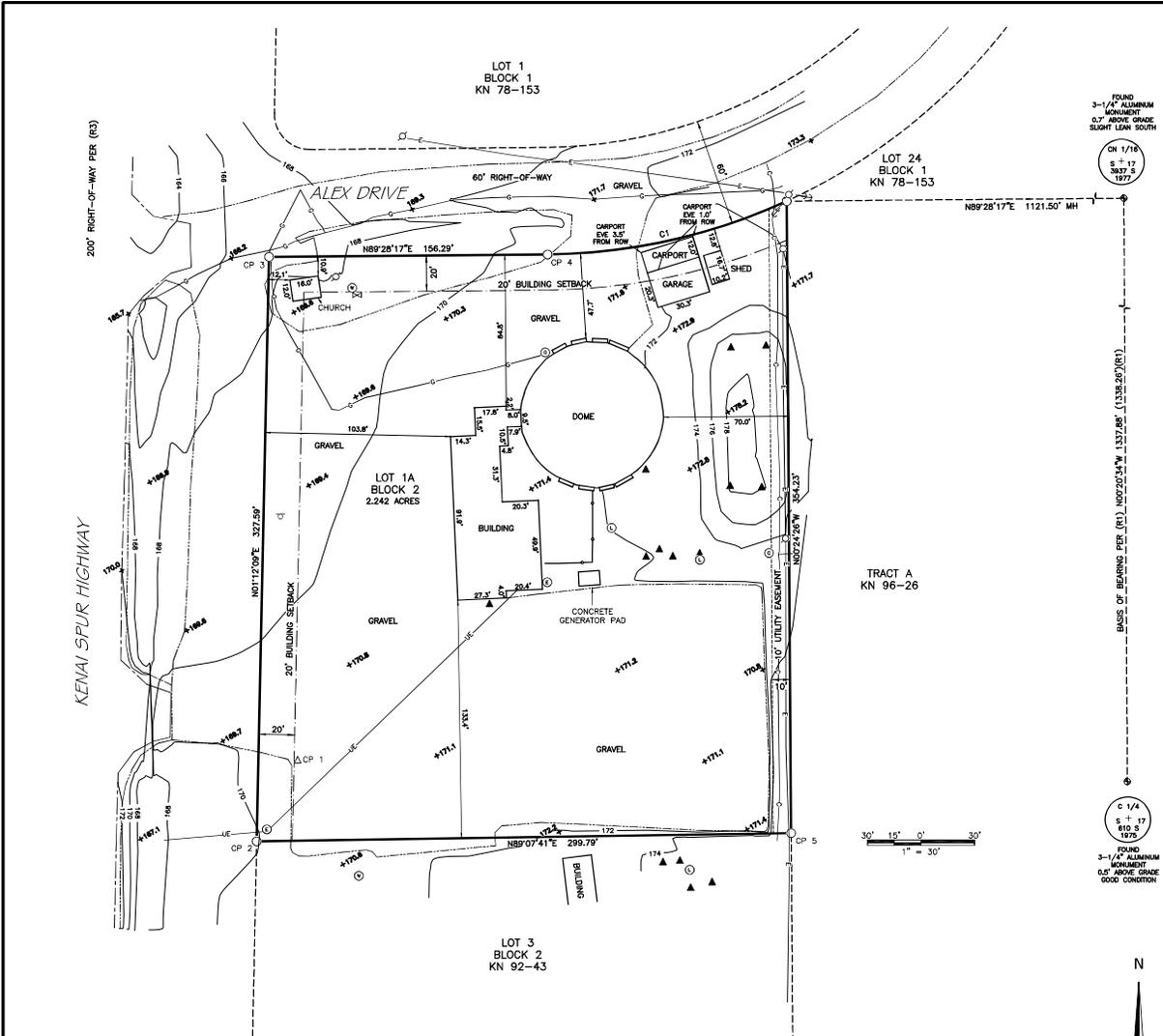
Additional information such as staff reports and comments are available online. This information is available the Monday prior to the meeting and found at <https://kpb.legistar.com/Calendar.aspx>. Use the search options to find the correct timeframe and committee.

For additional information contact Sandee Simons (ssimons@kpb.us) or Beverly Carpenter (BCarpenter@kpb.us), Planning Department, 714-2200 (1-800-478-4441 toll free within Kenai Peninsula Borough).

Mailed 2/24/2026



KPB File 2024-128
T05N R10W SEC17
Ridgeway



LEGEND

⊕	MONUMENT FOUND
○	PROPERTY CORNER FOUND
CP 1	CONTROL POINT NUMBER
△	SPIKE SET
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(R1) SAGERSER SUBDIVISION NO. 2, PLAT 92-43, KENAI RECORDING DISTRICT

CERTIFICATE OF SURVEYOR

I, RYAN SORENSEN 13006-S, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT THIS SITE SURVEY 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 2024-128

TOPOGRAPHIC SITE SURVEY
 LOT 1A BLOCK 2 SAGERSER SUBDIVISION TRINITY CENTER REPLAT
 PLAT 2024-99 KENAI RECORDING DISTRICT
 SECTION 17 15N R10W SEWARD MERIDIAN, ALASKA



SCALE:
 1" = 30'
 DATE:
 01/13/2025
 SHEET:
 1 OF 1

E. NEW BUSINESS

4. Building Setback Encroachment Permit (Garage)

KPB File 2026-017

PC Resolution 2026-20

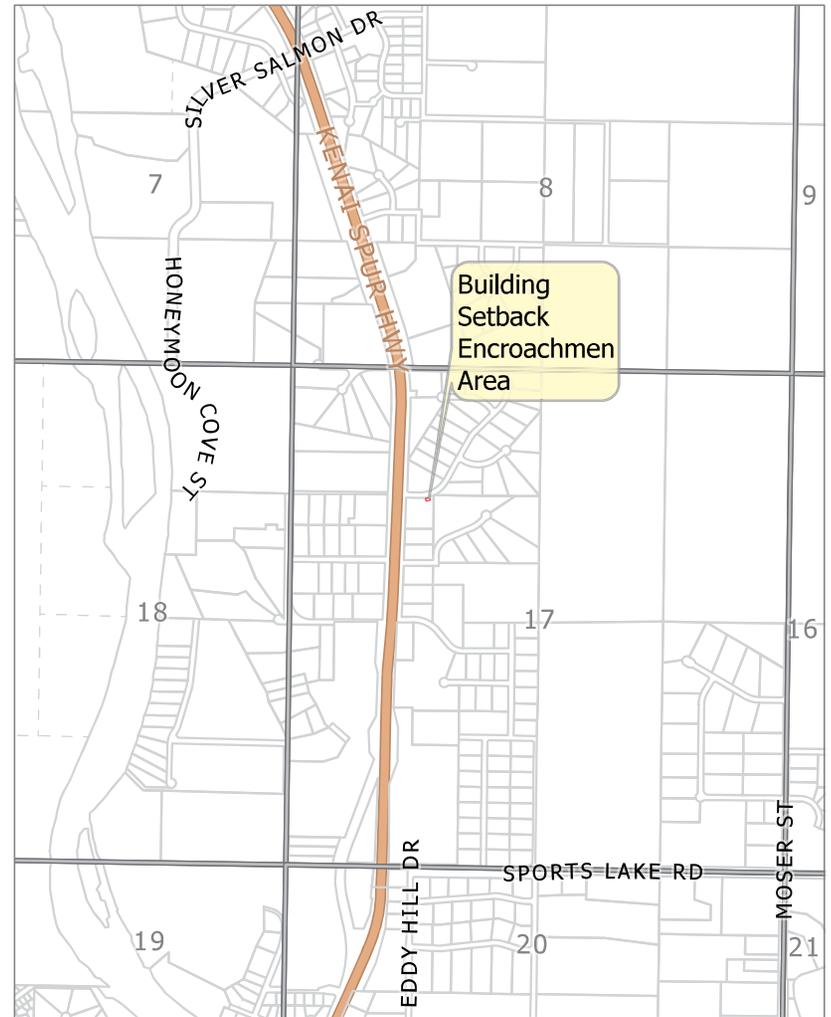
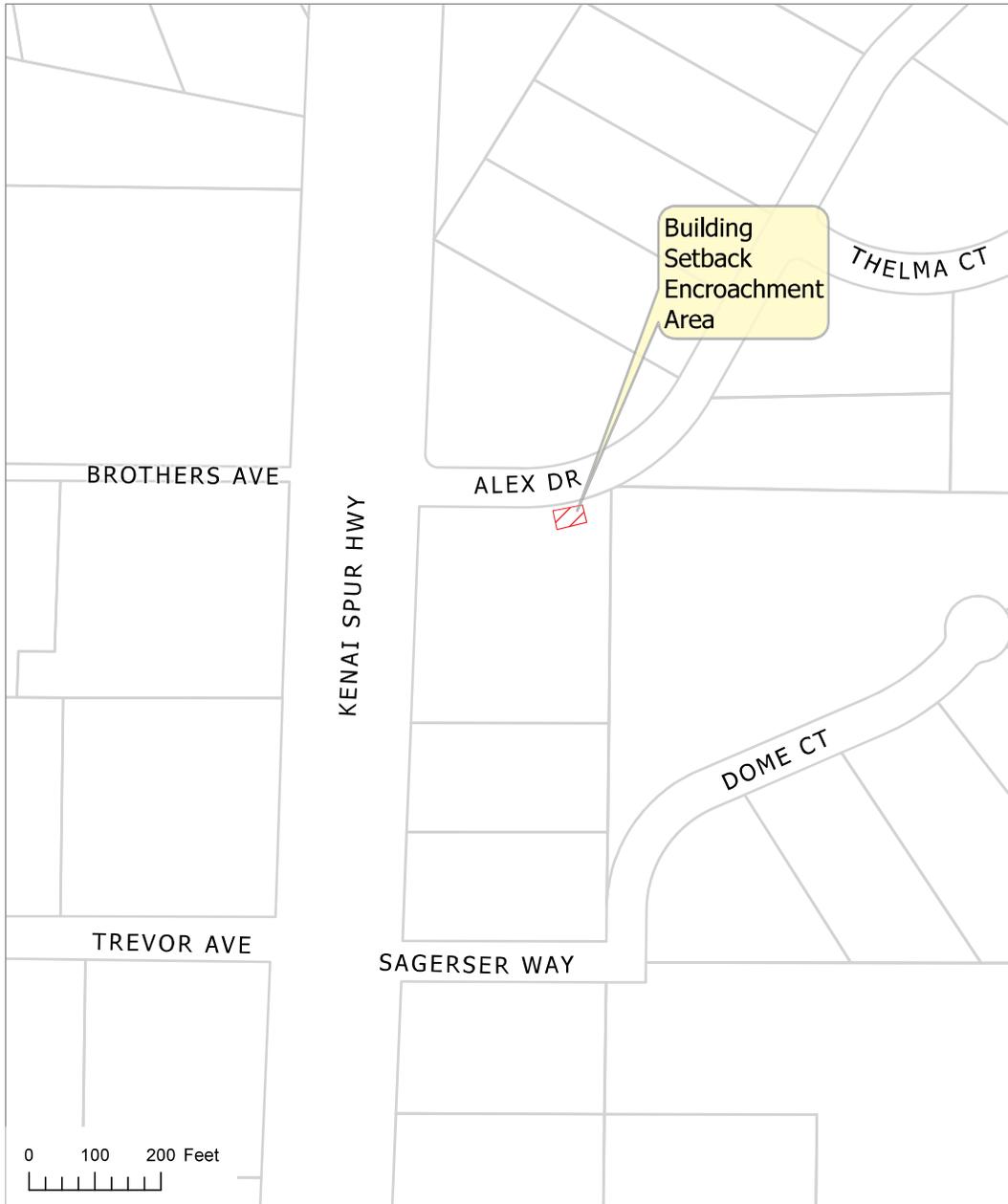
Edge Survey & Design / Trinity Christian Center

Request: Permits a 20.3' by 30.3' garage to remain approximately 8' into the 20' building setback on Alex Drive

Location: Lot 1A, Sagerser Subdivision Trinity Center Replat

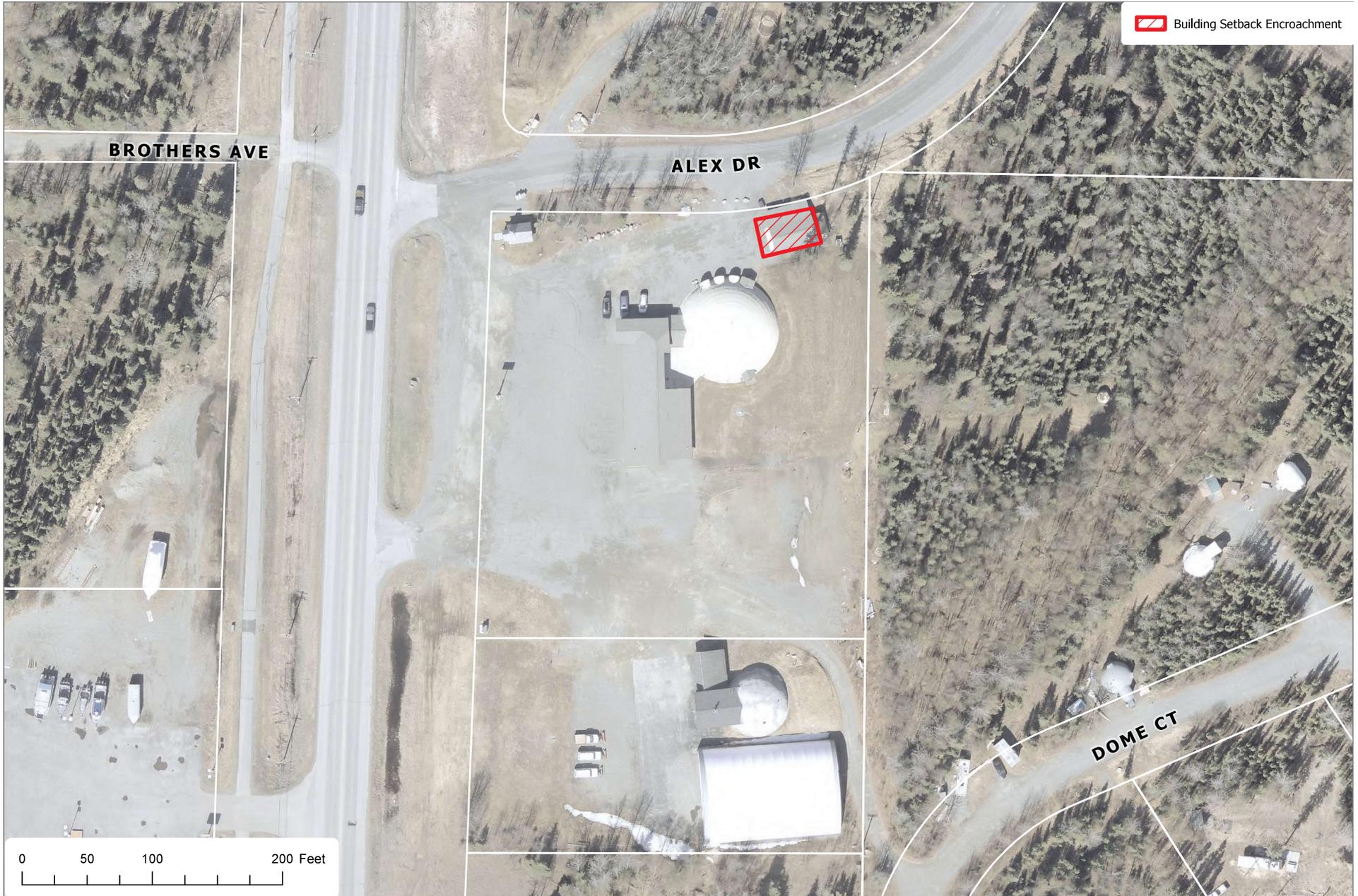
Plat KN 2024-99

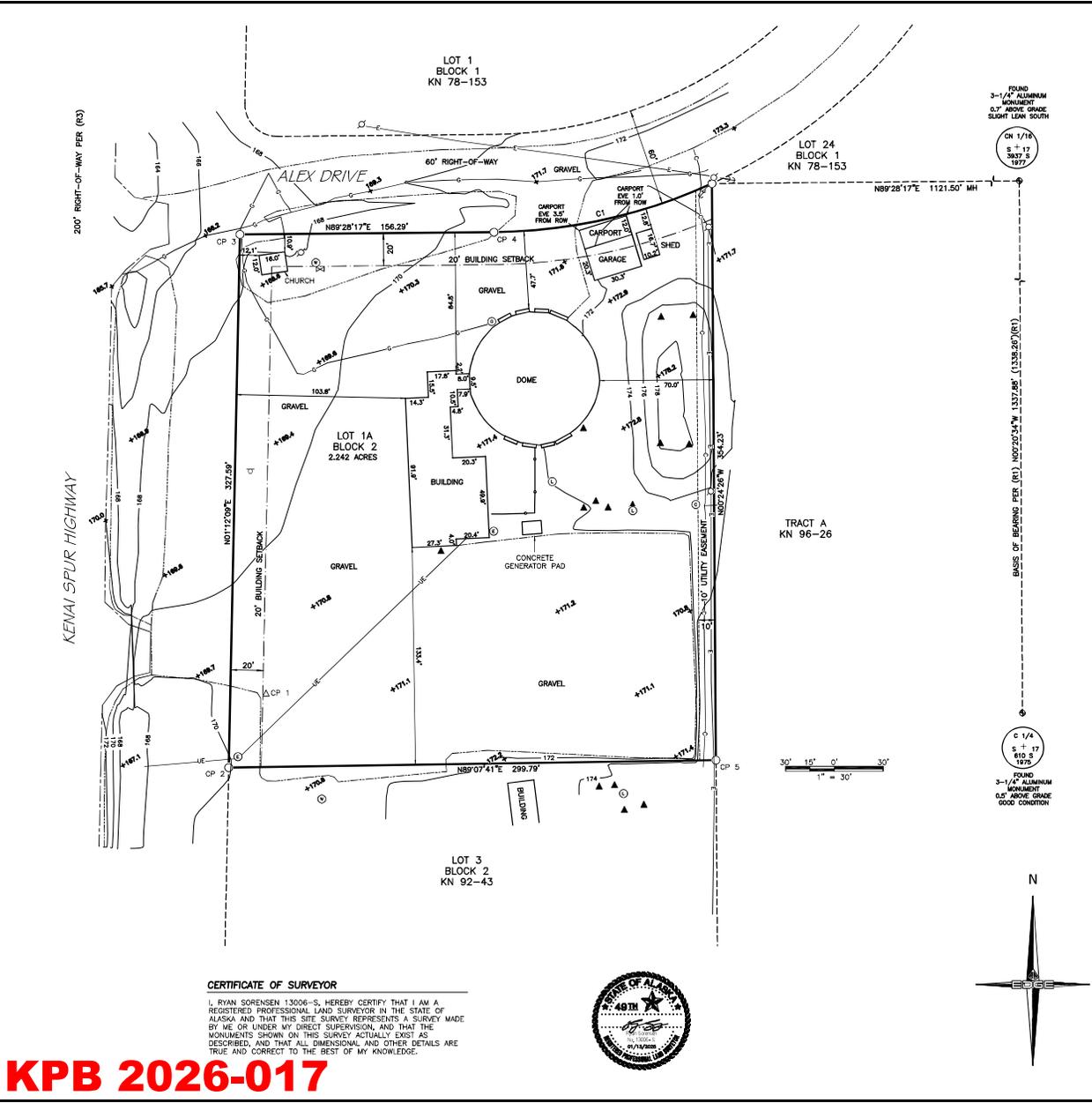
Ridgeway Area



KPB File 2026-017
T05N R10W SEC17
Ridgeway

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.





LEGEND

⊕	MONUMENT FOUND
○	PROPERTY CORNER FOUND
CP 1	CONTROL POINT NUMBER
△	SPIKE SET
⊚	UTILITY POLE
⊖	GUY ANCHOR
⊓	SIGN POST
⊙	GAS METER
⊕	ELECTRIC TRANSFORMER
⊕	COMMUNICATION PEDESTAL
▲	SEPTIC VENT
⊕	SEPTIC LIFT
⊕	WELL
⊕	WATER VALVE
+90.5'	SPOT ELEVATION
---	PARCEL BOUNDARY
- - - -	ADJACENT PARCEL
- - - -	EASEMENT
- - - -	EDGE ASPHALT
- - - -	EDGE GRAVEL
- - - -	FENCE
~ ~ ~ ~	TREELINE
90	CONTOUR LINE
C	COMMUNICATION LINE
G	GAS LINE
E	OVERHEAD ELECTRIC LINE
UE	UNDERGROUND ELECTRIC LINE

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	138.37'	330.00'	24°01'27"	S77°27'54"W	137.36'

CONTROL POINTS

MONUMENT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2717.605	10616.112	170.95	SPIKE
2	4672.444	9933.128	183.51	REBAR
3	5000.000	10000.000	187.10	REBAR
4	5001.442	10158.283	170.65	2" ALUM. CAP
5	4477.056	10292.293	172.94	2" ALUM. CAP

- NOTES**
1. THIS DRAWING IS BASED ON A FIELD SURVEY PERFORMED BY EDGE SURVEY AND DESIGN LLC, MAY 2024.
 2. UTILITY LOCATES WERE ORDERED FOR THIS DRAWING. COMMUNICATION, GAS LINES AND OVERHEAD ELECTRIC LINES SHOWN ARE FROM FIELD LOCATES. UNDERGROUND ELECTRIC LINES SHOWN ON THIS DRAWING FROM HOMER ELECTRIC ASSOCIATION AS-BUILT DRAWINGS.
 3. ELEVATIONS SHOWN HEREON ARE NAVD88 ORTHOMETRIC HEIGHTS AS DETERMINED BY AN NGS OPUS SOLUTION HOLDING GEOID 12B.
 4. THE BASIS OF BEARINGS OF THIS DRAWING FROM MOORING ESTATES SUBDIVISION DUNBAR ADDITION, PLAT NOT RECORDED.
 5. THE BASIS OF COORDINATES IS AN ASSUMED COORDINATE SYSTEM.
 6. DISTANCES SHOWN HEREON ARE HORIZONTAL U.S. SURVEY FEET DISTANCES REDUCED TO GRID.
 7. A TITLE REPORT WAS REFERENCED FOR THIS DRAWING.

REFERENCES

(R1) SAGERSER SUBDIVISION NO. 2, PLAT 92-43, KENAI RECORDING DISTRICT

CERTIFICATE OF SURVEYOR

I, RYAN SORENSEN 13006-S, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT THIS SITE SURVEY 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 2026-017

TOPOGRAPHIC SITE SURVEY

LOT 1A BLOCK 2 SAGERSER SUBDIVISION TRINITY CENTER REPLAT PLAT 2024-99 KENAI RECORDING DISTRICT SECTION 17 15N R10W SEWARD MERIDIAN, ALASKA



SCALE:
1" = 30'

DATE:
01/13/2025

SHEET:
1 OF 1

AGENDA ITEM E. NEW BUSINESS

**ITEM #4. – BUILDING SETBACK ENCROACHMENT PERMIT
LOT 1A, BLOCK 2, SAGERSER SUBDIVISION TRINITY CENTER REPLAT, PLAT KN 2024-99**

KPB File No.	2026-017
Planning Commission Meeting:	March 16, 2026
Applicant / Owner:	Trinity Christian Center, Inc., Soldotna, Alaska
Surveyor:	Jason Young, Edge Survey and Design, LLC
General Location:	Kenai Spur Highway and Alex Drive, Ridgeway Area, Soldotna

Parent Parcel No.:	057-045-19
Legal Description:	T 05N R 10W SEC 17 Seward Meridian KN 2024099 SAGERSER SUB TRINITY CENTER REPLAT LOT 1A BLK 2
Assessing Use:	Institutional Church
Zoning:	Rural Unrestricted
Resolution	2026-20

STAFF REPORT

Specific Request / Purpose as stated in the petition:

Asking exception to building setback for garage encroaching oalong Alex Drive.

Site Investigation:

The submitted site survey depicts multiple structures.

The approximately 20.3-foot by 30.3-foot garage and the attached approximately 12-foot by 30.3-foot carport located in the northeast corner of the sketch is petitioned are the subject of the requested building setback encroachment permit. According to KPB records, both the garage and carport were constructed around 2016.

The carport is located entirely within the 20-foot building setback along Alex Drive. The northeastern portion of the carport eave is approximately 1 foot from the Alex Drive right-of-way, and the northwestern portion of the eave is approximately 3.5 feet from the right-of-way.

The garage encroaches into the 20-foot building setback along Alex Drive by approximately 7 feet at the northeast corner and approximately 4.5 feet at the northwest corner.

Sight distance does not appear to be impacted due to the separation between the structures and the drivable portions of Alex Drive.

The garage and attached carport are situated along Alex Drive, a 60-foot borough-maintained right-of-way. Approximately 25 feet of Alex Road is currently constructed. The northeast corner of the carport sits approximately 36 feet from the center of the drivable portion of Alex Drive and the northeast corner approximately 40 feet to the center of the drivable road. The carport looks to be an open structure on three sides with the fourth being the garage. The bracing to the north side appears to be three post.

Available imagery shows that the driveway access from Alex Drive to the subject parcel beside the garage and carport appears to be blocked by boulders, preventing access to or from the property at this point.

Staff Analysis:

In 1983, Sagerser Subdivision No. 2 (KN 83-10) created lots 1 and 2, Block 2. In 2024, Sagerser Subdivision Trinity Center Replat (KN 2024-99) combined lots 1 and 2, Block 2, resulting in the creation of Lot 1A, Block 2.

The original plat, (KN 83-10) required a 20-foot building setback from all street rights-of-way. This setback was carried forward onto the most recent plat (KN 2024-99).

Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east. The majority of the parcels in the surrounding area have been developed.

Based on KPB GIS contours data, there are no steep slopes within the affected lot. The land is relatively flat with a slight slope towards the Kenai Spur Highway and Alex Drive.

According to KPB GIS data, no wetlands affect the subject area.

The submitted site survey includes depictions of utility easements. The garage and attached carport do not encroach into any of the depicted communication lines, gas lines, overhead electric lines, or underground electric lines. Staff recommends adding the 10' utility easements along the rights-of-ways to the drawing.

Applicant Discussion:

Asking exception to building setback for garage encroaching along Alex Drive. Alex Drive is constructed and improved in center of ROW. Encroaching structures have been in place for several years without issues of interference of road maintenance, or sight lines. Encroaching structure does not create a safety hazard. The garage was built in 2018, and we haven't had any issues. When it was built, an access to Alex Drive was blocked off for safety reasons.

Applicant Findings:

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The garage was built in 2018.
4. There have been no safety hazards produced or reported.
5. An access to Alex Drive was blocked off for safety reasons.

Staff Findings for the Commission's review:

6. In 1983, Sagerser Subdivision No. 2 (KN 83-10) required a 20-foot building setback from all street rights-of-way.
7. The approximately 20.3-foot by 30.3-foot garage and the attached approximately 12-foot by 30.3-foot carport were constructed around 2016.
8. The carport is located entirely within the 20-foot building setback.
9. The northeastern portion of the carport eave is approximately 1 foot from the Alex Drive right-of-way, and the northwestern portion of the eave is approximately 3.5 feet from the right-of-way.
10. The garage encroaches into the 20-foot building setback by approximately 7 feet at the northeast corner and approximately 4.5 feet at the northwest corner.
11. Alex Drive is a 60-foot borough-maintained right-of-way.
12. Approximately 25 feet of Alex Road is currently constructed.
13. The carport sits approximately 36 feet from the center of the drivable portion of Alex Drive at the northeast corner and approximately 40 feet at the northwest corner.
14. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
15. Available imagery shows that the driveway near the garage from Alex Drive to the subject parcel is blocked by boulders.
16. The majority of the parcels in the surrounding area have been developed.
17. There are no steep slopes within the affected lot.
18. No wetlands affect the subject area.
19. The garage and attached carport do not encroach into any of the depicted communication lines, gas lines,

overhead electric lines, or underground electric lines.

- 20. Per KPB 20.90.010 "Permanent structures" for purposes of the building setback shall mean anything of a permanent nature that requires footings, foundations or pilings. Improvements of a minor nature that do not interfere with the sight distance from the right-of-way are allowed. Examples of allowable improvements are well casings, low retaining walls, vent pipes, individual mailboxes, address sign posts and transparent fencing such as metal chain link.
- 21. Per KPB 20.90.010 "Building setback" is the area of the lot where permanent structures are not allowed. The purpose of the setback is to promote safe public access, areas for emergency response, and traffic sight distance.

20.10.110. – Building setback encroachment permits.

E. The following standards shall be considered for all building setback encroachment permit applications.

Staff recommends the Planning Commission select the findings they determine are applicable to the standards and vote on them:

1. The building setback encroachment may not interfere with road maintenance.
Findings 1-5; and 7-15 appear to support this standard.

2. The building setback encroachment may not interfere with sight lines or distances.
Findings 1-5; and 11-15 appear to support this standard.

3. The building setback encroachment may not create a safety hazard.
Findings 1-5; 7; 14-16; and 19 appear to support this standard.

F. The granting of a building setback encroachment permit will only be for the portion of the improvement or building that is located within the building setback and the permit will be valid for the life of the structure or for a period of time set by the Planning Commission. The granting of a building setback permit will not remove any portion of the 20 foot building setback from the parcel.

G. The Planning Commission shall approve or deny a building setback encroachment permit. If approved, a resolution will be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to complete the permit. The resolution will require an exhibit drawing showing, and dimensioning, the building setback encroachment permit area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.

KPB department / agency review:

KPB Roads Dept. comments	
SOA DOT comments	
KPB River Center review	<p>A. Floodplain</p> <p>Reviewer: Hindman, Julie Floodplain Status: IS in flood hazard area Comments: Within a non-regulatory zone. No comment on structure and setback.</p> <p>Flood Zone: X (unshaded) Map Panel: 02122C-0240F In Floodway: False Floodway Panel:</p> <p>B. Habitat Protection</p>

	Reviewer: Aldridge, Morgan Habitat Protection District Status: Is NOT within HPD Comments: No comments
State of Alaska Fish and Game	
Addressing	
Code Compliance	Reviewer: Ogren, Eric Comments: The structures are in the set back. An exception will be needed to allow the structures to stay and not be moved.
Planner	Reviewer: Raidmae, Ryan There are not any Local Option Zoning District issues with this proposed plat. Material Site Comments: There are not any material site issues with this proposed plat.
Assessing	Reviewer: Windsor, Heather Comments: No comment

RECOMMENDATION:

Based on the standards to grant a building setback encroachment permit, **staff recommends** to grant approval for the entire approximately 12-foot by 30.3-foot carport and portions of the approximate 20.3-foot by 30.3-foot garage within the 20-foot building setback as shown on the 2025 site survey, subject to:

If the Commission determines the petitioner **has not** met the burden of proving by substantial evidence that each of the Standards is met, the Commission should deny the application, and it should explain its reasons.

If the Commission determines the petitioner **has** met the burden of proving by substantial evidence that each of the Standards is met, the Commission should identify the findings of fact, based upon substantial evidence from the record, which includes this Staff Report, it determines are applicable to the Standards, and incorporate the following conditions for final approval:

1. Compliance with KPB 20.10.110 sections F and G.
2. Providing a current as-built with recommended corrections as noted below, to be used as an exhibit drawing for Resolution 2026-20, prepared, signed, and sealed by a licensed land surveyor.
3. The recording fees be submitted to the Kenai Peninsula Borough Planning Department for the recording of the resolution.
4. Failure to provide an as-built so that it may be recorded within one year approval will result in a new application, hearing, and approval.
5. Additional encroachments found on the new as-built will require a new hearing.

STAFF RECOMMENDATIONS

CORRECTIONS / EDITS

- Add the 10' Utility easement to the drawing

NOTE:

20.10.110.(H) A decision of the planning commission may be appealed to the hearing officer by a party of record, as defined by KPB 20.90, within 15 days of the date of notice of decision in accordance with KPB 21.20.250.

END OF STAFF REPORT

**KENAI PENINSULA BOROUGH PLANNING COMMISSION
RESOLUTION 2026-20
KENAI RECORDING DISTRICT**

**A RESOLUTION GRANTING A BUILDING SETBACK ENCROACHMENT PERMIT
TO A PORTION OF THE TWENTY FOOT BUILDING SETBACK FOR LOT 1A,
BLOCK 2, SAGERSER SUBDIVISION TRINITY CENTER REPLAT ([Parent_Plat1]); IN
S17, T05N, R10W; SEWARD MERIDIAN, ALASKA, WITHIN THE KENAI
PENINSULA BOROUGH; KPB FILE NO. 2026-017**

WHEREAS, pursuant to KPB 20.30.240, a minimum twenty-foot building setback from all dedicated rights-of-way in subdivisions located outside incorporated cities is required; and

WHEREAS, issuance of a building setback encroachment permit is an exception to the rule prohibiting such encroachments; and

WHEREAS, KPB 20.10.110 governs building setback encroachment permits and authorizes the Planning Commission to grant building setback encroachment permits by resolution; and

WHEREAS, KPB 20.10.110(E) provides the three Standards the Planning Commission must consider when evaluating building setback permit applications; and

WHEREAS, the Planning Commission may only approve an encroachment permit if there is substantial evidence showing that each of the three Standards in KPB 20.10.110(E) are met; and

WHEREAS, these are affirmative findings, and the petitioner has the burden to prove with substantial evidence they are true; and

WHEREAS, Trinity Christian Center Inc of Soldotna, AK requested a building setback encroachment permit to the twenty-foot building setback granted by Sagerser Subdivision No 2 KN 83-10 ; and

WHEREAS, on Monday, March 16, 2026, the Planning Commission considered the background information, all comments received, and recommendations from KPB Planning Department staff regarding the proposed exception; and

WHEREAS, the Planning Commission found that the petitioner met the burden of proof with substantial evidence as to each of the three Standards found in KPB 20.10.110(E); and

WHEREAS, the Planning Commission found that granting the building setback encroachment permit will not be detrimental to the public interest;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the petitioner has met the burden of proof with substantial evidence as to each of the three standards found in KPB 20.10.110(E).

SECTION 2. That an exception to the 20-foot building setback limit on Lot 1A, Block 2, Sagerser Subdivision Trinity Center Replat KN 2024-99 is hereby granted to accommodate only the encroaching portion of the Carport and Garage based upon the following findings of fact:

Standard 1: The building setback encroachment may not interfere with road maintenance.

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The garage was built in 2018.
4. There have been no safety hazards produced or reported.
5. An access to Alex Drive was blocked off for safety reasons.
7. The approximately 20.3-foot by 30.3-foot garage and the attached approximately 12-foot by 30.3-foot carport were constructed around 2016.
8. The carport is located entirely within the 20-foot building setback.
9. The northeastern portion of the carport eave is approximately 1 foot from the Alex Drive right-of-way, and the northwestern portion of the eave is approximately 3.5 feet from the right-of-way.
10. The garage encroaches into the 20-foot building setback by approximately 7 feet at the northeast corner and approximately 4.5 feet at the northwest corner.
11. Alex Drive is a 60-foot borough-maintained right-of-way.
12. Approximately 25 feet of Alex Road is currently constructed.
13. The carport sits approximately 35.9 feet from the drivable portion of Alex Drive at the northeast corner and approximately 39.5 feet at the northwest corner.
14. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
15. Available imagery shows that the driveway near the garage from Alex Drive to the subject parcel appears to be blocked by boulders.

Standard 2: The building setback encroachment may not interfere with sight lines or distances.

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The garage was built in 2018.
4. There have been no safety hazards produced or reported.
5. An access to Alex Drive was blocked off for safety reasons.
11. Alex Drive is a 60-foot borough-maintained right-of-way.
12. Approximately 25 feet of Alex Road is currently constructed.
13. The carport sits approximately 35.9 feet from the drivable portion of Alex Drive at the northeast corner and approximately 39.5 feet at the northwest corner.
14. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
15. Available imagery shows that the driveway near the garage from Alex Drive to the subject parcel appears to be blocked by boulders.

Standard 3: The building setback encroachment may not create a safety hazard.

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The garage was built in 2018.
4. There have been no safety hazards produced or reported.
5. An access to Alex Drive was blocked off for safety reasons.
7. The approximately 20.3-foot by 30.3-foot garage and the attached approximately 12-foot by 30.3-foot carport were constructed around 2016.
14. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
15. Available imagery shows that the driveway near the garage from Alex Drive to the subject parcel appears to be blocked by boulders.
16. The majority of the parcels in the surrounding area have been developed.
19. The garage and attached carport do not encroach into any of the depicted communication lines, gas lines, overhead electric lines, or underground electric lines.

SECTION 3. That any new, replacement, and/or additional construction will be subject to the 20-foot building setback limit.

SECTION 4. That the granting of a building setback encroachment permit will only be for the portion of the improvement or building that is located within the building setback

and the permit will be valid for the life of the structure or for a period of time set by the Planning Commission. The granting of a building setback permit will not remove any portion of the 20-foot building setback from the parcel.

SECTION 5. That a current as-built survey or sketch prepared, signed, and sealed by a licensed land surveyor showing the location of the encroachment within the building setback be attached to, and made a part of this resolution, becoming page 4 of 4.

SECTION 6. That this resolution is void if not recorded in the appropriate Recording District within one year of adoption.

SECTION 7. That this resolution becomes effective upon being properly recorded with petitioner being responsible for payment of recording fees.

**ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA
BOROUGH ON THIS _____ DAY OF _____, 2026.**

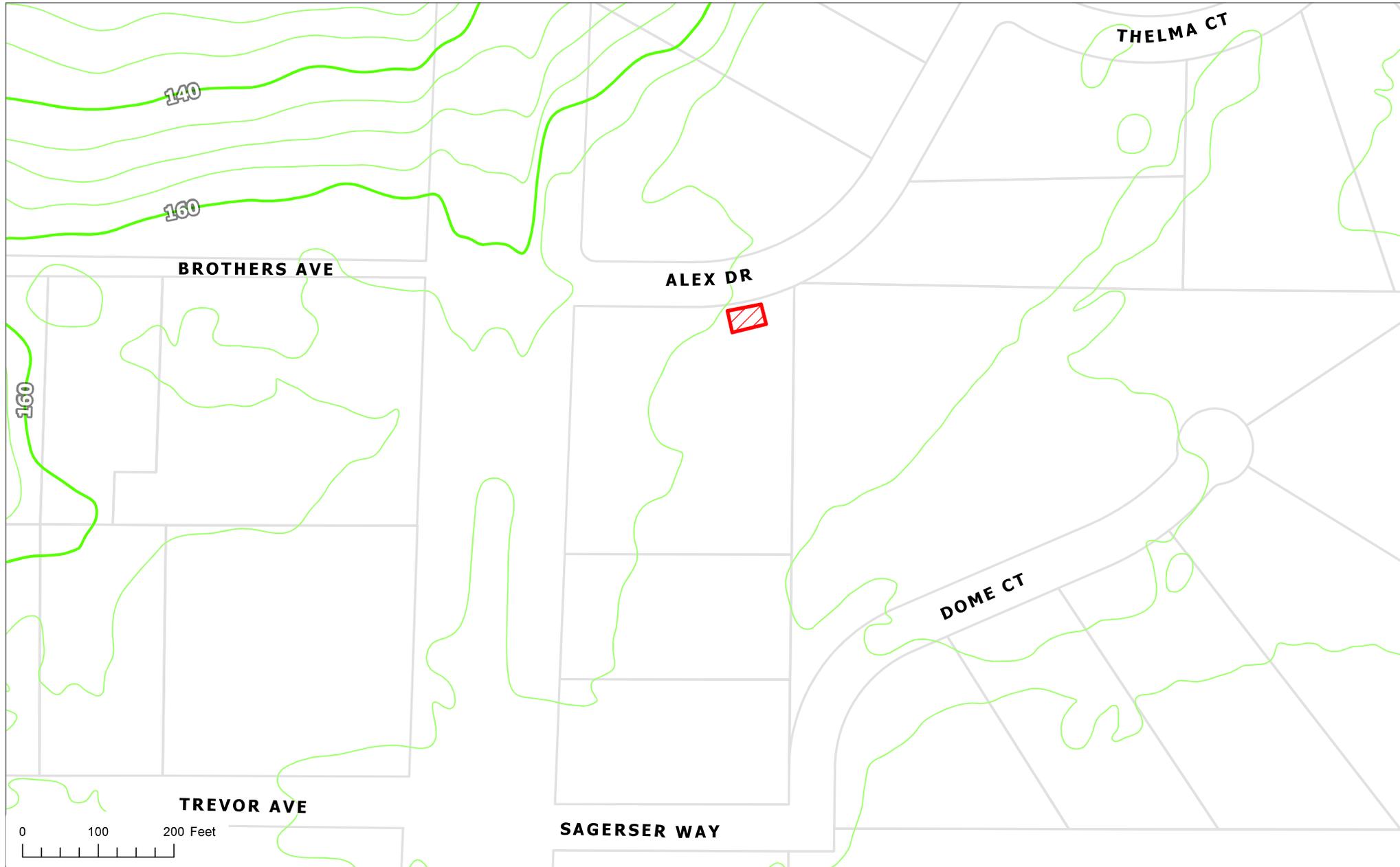
_____ Jeremy Brantley, Chairperson Planning Commission	ATTEST:	_____ Ann Shirnberg, Administrative Assistant
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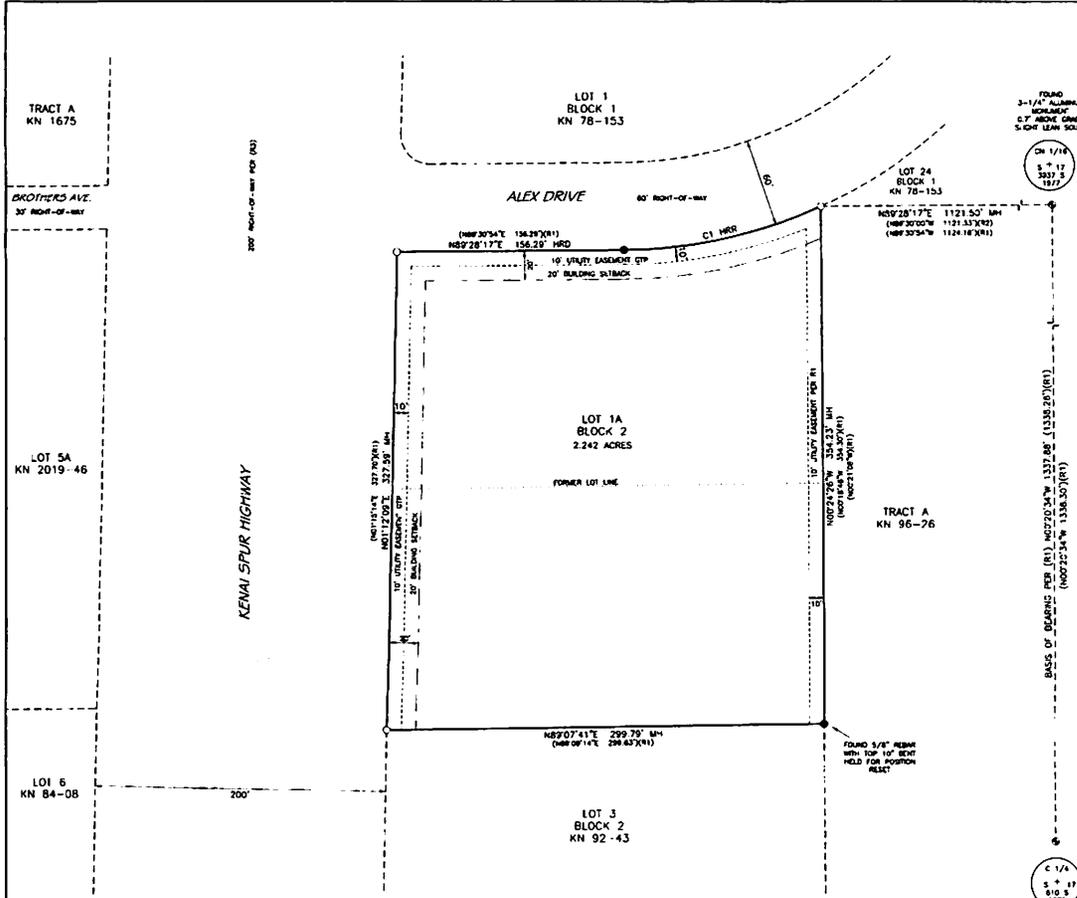
Return to:
Planning Department
Kenai Peninsula Borough
144 North Binkley Street
Soldotna, Alaska 99669





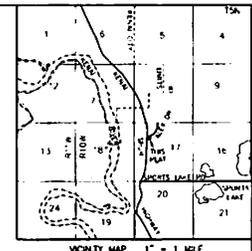
The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.





NOTES

1. A BUILDING SETBACK OF 20 FEET IS REQUIRED FROM ALL STREET RIGHT OF WAYS UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
2. THE FRONT 10 FEET OF THE BUILDING SETBACK ADJACENT TO THE RIGHTS-OF-WAY IS A UTILITY EASEMENT GRANTED THIS PLAT. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
3. NO ACCESS TO STATE-MAINTAINED RIGHTS-OF-WAY PERMITTED UNLESS APPROVED BY THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION. PER PARENT PLAT R1, ORIGINAL LOT 1 SHALL HAVE ACCESS ONLY FROM ALEX DRIVE. THIS SHALL CARRY FORWARD TO COMBINED LOT 1A.
4. THESE PARCELS SUBJECT TO AN EASEMENT, WITH NO DEFINED LOCATION, GRANTED TO HOMER ELECTRIC ASSOCIATION, INC. FOR ELECTRIC LINES OR SYSTEM AND/OR TELEPHONE LINES TOGETHER WITH RIGHT TO ENTER, MAINTAIN, REPAIR AND CLEAR SHRUBBERY, RECORDED OCTOBER 2, 1959 BOOK 5 PAGE 9, KENAI RECORDING DISTRICT.
5. THESE PARCELS SUBJECT TO AN EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION, INC. FOR ELECTRIC LINES OR SYSTEM AND/OR TELEPHONE LINES TOGETHER WITH RIGHT TO ENTER, MAINTAIN, REPAIR AND CLEAR SHRUBBERY, RECORDED OCTOBER 23, 1992, BOOK 407 PAGE 493, KENAI RECORDING DISTRICT.
6. THESE PARCELS SUBJECT TO RESERVATION OF EASEMENT FOR HIGHWAY PURPOSES, AND ANY ASSIGNMENTS OR USES THEREOF FOR RECREATIONAL, UTILITY OR OTHER PURPOSES, AS DISCLOSED BY PUBLIC LAND ORDER NO. 601, DATED AUGUST 10, 1949 AND AMENDED BY PUBLIC LAND ORDER NO. 757, DATED OCTOBER 10, 1956, PUBLIC LAND ORDER NO. 1813, DATED APRIL 7, 1958, AND DEPARTMENT OF THE INTERIOR ORDER NO. 2445, DATED OCTOBER 18, 1957, AMENDMENT NO. 1 THEREOF, DATED JULY 17, 1952 AND AMENDMENT NO. 2 THEREOF, DATED SEPTEMBER 15, 1956, FILED IN THE FEDERAL REGISTER.
7. THESE PARCELS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED JUNE 13, 1984, VOLUME 238, PAGE 518, KRD.
8. KENAI PENINSULA BOROUGH WILL NOT ENFORCE PRIVATE COVENANTS, EASEMENTS OR DEED RESTRICTIONS PER KPD 20.60.170(B).
9. ACCEPTANCE OF THIS PLAT BY THE KENAI PENINSULA BOROUGH DOES NOT INDICATE ACCEPTANCE OF ANY ENCROACHMENTS.
10. THESE PARCELS SUBJECT TO COMMON WATER USE AGREEMENT, DATED MAY 13, 2005, RECORDED JULY 15, 2005, SERIAL NUMBER 2005-00650-0, KRD.
11. WASTEWATER DISPOSAL PLANS FOR WASTEWATER TREATMENT AND DISPOSAL THAT MEET REGULATORY REQUIREMENTS ARE ON FILE AT THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.



CERTIFICATE OF SURVEYOR

I, MARK AMONETT, 13022-S, 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 DIMENSIONS AND OTHER DETAILS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



CERTIFICATE OF OWNERSHIP AND DEDICATION

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

GARY MORRIS, MEMBER
TRINITY CHRISTIAN CENTER INC.
37710 KENAI SPUR HIGHWAY
SOLDOTNA, AK 99669

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

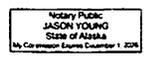
SHERRY MORRIS, MEMBER
TRINITY CHRISTIAN CENTER INC.
37710 KENAI SPUR HIGHWAY
SOLDOTNA, AK 99669

NOTARY ACKNOWLEDGEMENT

FOR: GARY MORRIS
ACKNOWLEDGED BEFORE ME

THIS 18th DAY OF October, 2024

Gary Morris
PUBLIC NOTARY SIGNATURE

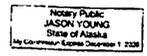


NOTARY ACKNOWLEDGEMENT

FOR: SHERRY MORRIS
ACKNOWLEDGED BEFORE ME

THIS 18th DAY OF October, 2024

Sherry Morris
PUBLIC NOTARY SIGNATURE



LEGEND

- FOUND PRIMARY MONUMENT AS REFERENCED
- FOUND SECONDARY MONUMENT 1/2" REBAR - NO CAP
- SLEI SECONDARY MONUMENT 5/8" X 30" REBAR WITH 2" ALUMINUM CAP STAMPED EDGE SURVEY LS-13022 2024
- MH MEASURE AND HELD
- H-RD HELD RECORD RADIUS
- H-D HELD RECORD DISTANCE
- (R) RECORD DATA SEE REFERENCE
- UTP GRANTED THIS PLAT
- SUBDIVISION BOUNDARY
- FORMER LOT LINE
- ADJACENT PROPERTY LINE
- EASEMENT
- SETBACK

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	138.37'	330.00'	24°01'27"	S77°27'34"W	137.36'
C1(R)	138.48'	330.00'			

REFERENCES

- (R1) SAGERSER SUBDIVISION NO. 2, PLAT 92-43, KENAI RECORDING DISTRICT
- (R2) BLOOD VILLAGE, PLAT 98-26, KENAI RECORDING DISTRICT
- (R3) ALASKA DOT HIGHWAY MAP, PLAT 2007-7, KENAI RECORDING DISTRICT

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF JULY 22, 2024.

KENAI PENINSULA BOROUGH

Mark Amonett
AUTHORIZED OFFICIAL



KPB FILE No. 2024-067

SAGERSER SUBDIVISION TRINITY CENTER REPLAT

A REPLAT OF LOT 1 AND LOT 2 BLOCK 2 SAGERSER SUBDIVISION NO. 2 PLAT 92-43 KENAI RECORDING DISTRICT

LOCATED WITHIN NW 1/4 SECTION 17, T.5N., R.10W., S.M. STATE OF ALASKA KENAI PENINSULA BOROUGH KENAI RECORDING DISTRICT

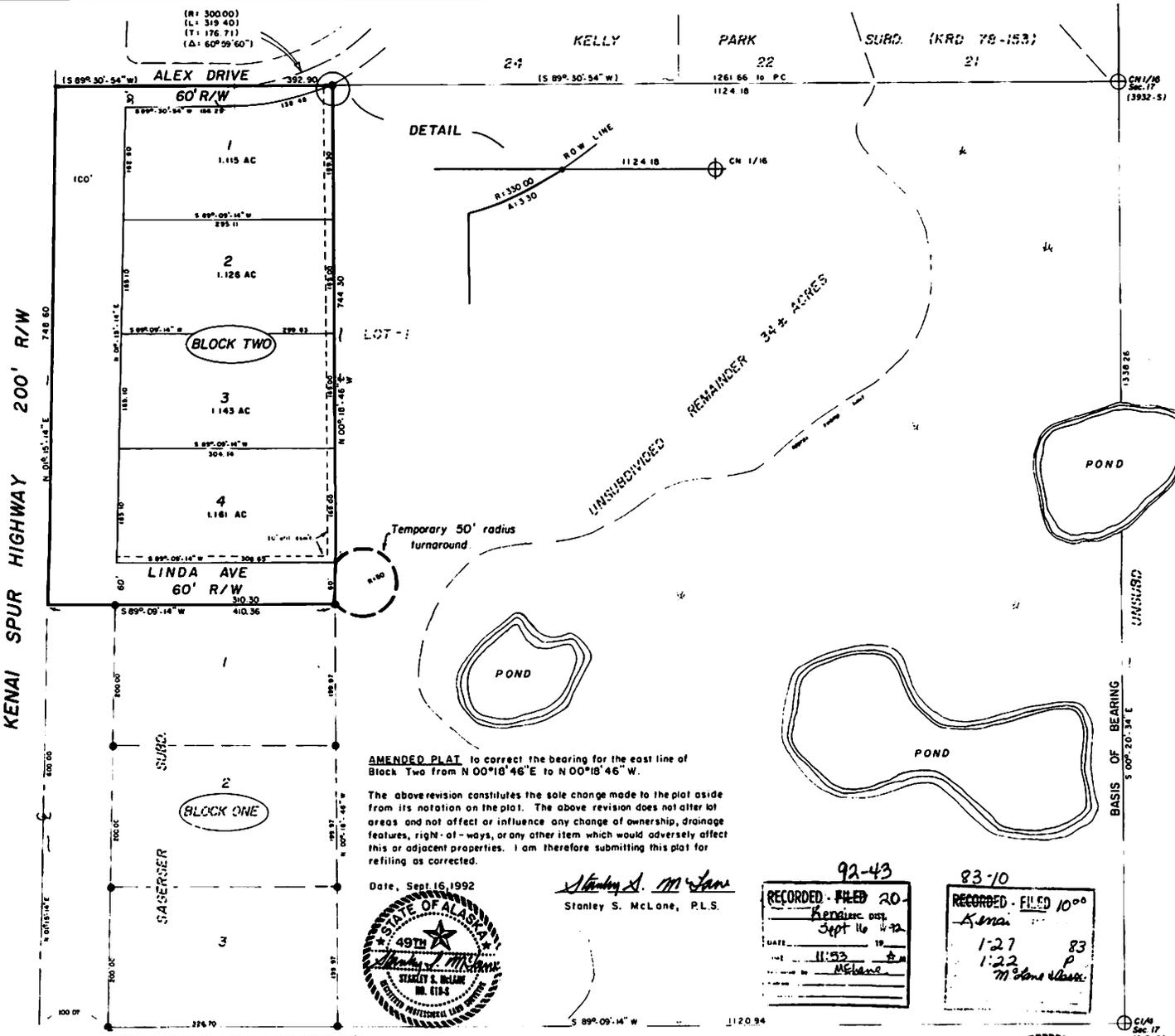
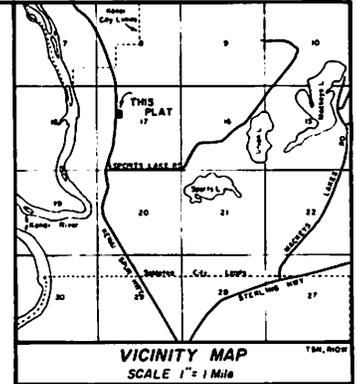
OWNER: TRINITY CHRISTIAN CENTER INC. 37710 KENAI SPUR HIGHWAY SOLDOTNA, ALASKA 99669

CONTAINING 2.242 ACRES



2024-99
Plat #
Kenai
Date: 12/23/2024
Time: 2:22 PM

DRAWN BY: JY	DATE: 07/31/2024	PROJECT: 24-534
CHECKED BY: MA	SCALE: 1" = 40'	SHEET: 1 OF 1



LEGEND AND NOTES

- ⊕ Found Official survey Brass Cap monument
- ⊥ Set 1/2" X 24" steel rebar at all lot corners
- Found 1/2" steel rebar.
- All bearings refer to the N-S \in Section 17 as being S 00°-20'-34" E datum of record
- All wastewater treatment and disposal systems shall comply with existing law at time of construction.
- Building set back—A building set back of 20' is required from all street rights of ways unless a lesser standard is approved by resolution of the appropriate planning commission.
- Lot 1 shall have access only from Alex Drive, lots 2 and 3 shall share a common driveway from the Kenai Spur Hwy, and lot 4 shall have access only from Linda Ave.

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of October 7, 1982.

Kenai Peninsula Borough
By Neil E. Sagerser
Authorized Official

AMENDED PLAT

SAGERSER SUBDIVISION NO. 2

Neil E. Sagerser
1371 East 22nd Avenue
Apache Junction, AZ 85220

LOCATION

6.861 ACRES SITUATED IN THE SW/2 NW1/4 SEC 17, T5N, R10W, S.M., AK AND THE KENAI PENINSULA BOROUGH.

Surveyed by: **McLANE & ASSOCIATES, INC.**
Soldotna, AK 99669

DATE 10/10/82	SCALE 1" = 100'	BK. NO. 82 - 59
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AMENDED PLAT to correct the bearing for the east line of Block Two from N 00°18'46"E to N 00°18'46"W.

The above revision constitutes the sole change made to the plat aside from its notation on the plat. The above revision does not alter lot areas and not affect or influence any change of ownership, drainage features, right-of-ways, or any other item which would adversely affect this or adjacent properties. I am therefore submitting this plat for refiling as corrected.

Date, Sept 16, 1992



Stanley S. McLane
Stanley S. McLane, P.L.S.

92-43

RECORDED - FILED 20
Kenai
Sept 16 1992

DATE 19
11:53 AM
McLane

83-70

RECORDED - FILED 10⁰⁰
Kenai

1-27 83
1-22 P
71 days release

CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of said property and request the approval of this plat showing such easements for public utilities, roadways, and/or streets dedicated by us for public use.

Neil E. Sagerser
Neil E. Sagerser

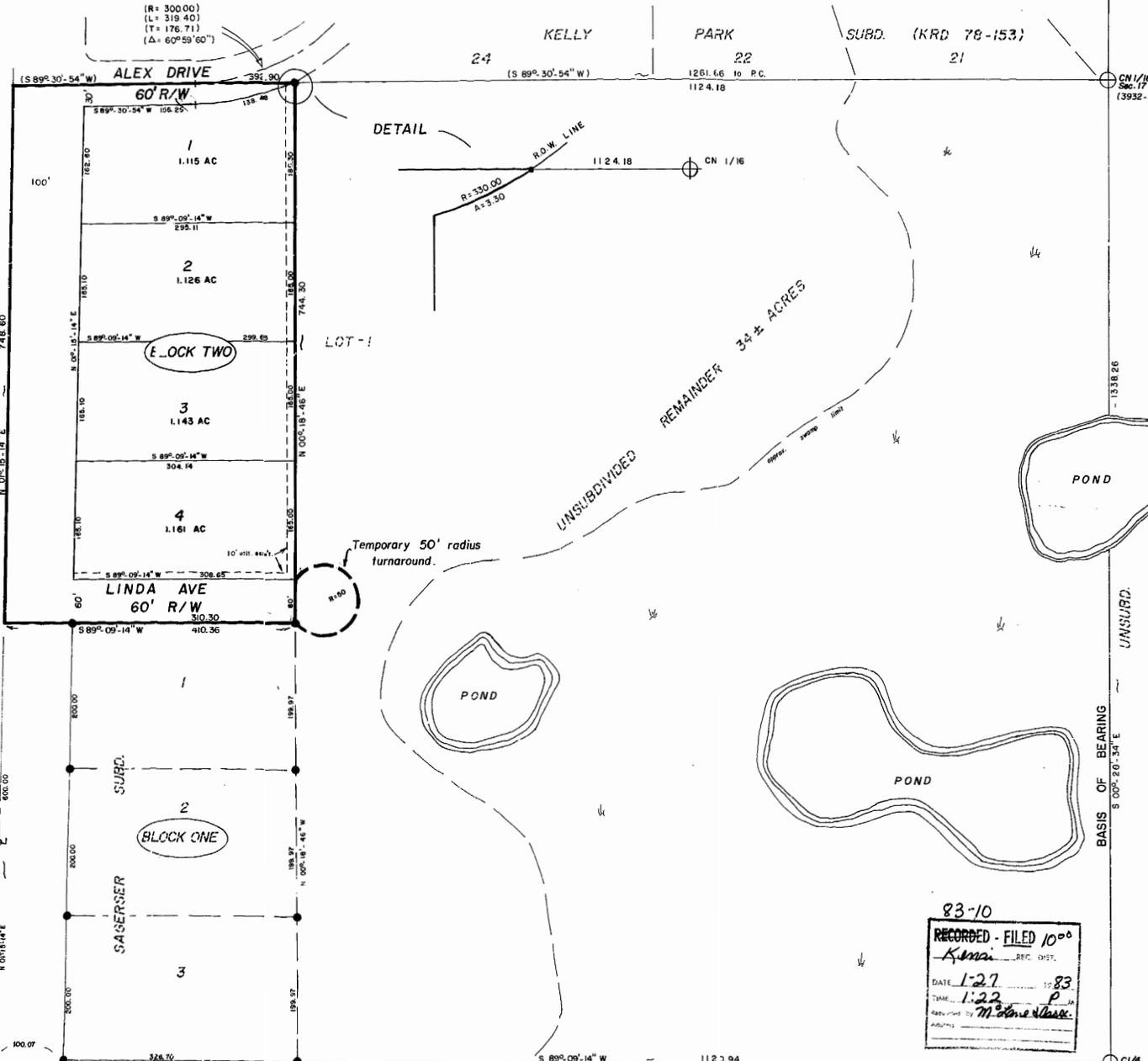
NOTARY'S ACKNOWLEDGEMENT
FOR NEIL E. SAGERSER

Subscribed and sworn before me this
7th day of January, 1982
My commission expires January 14, 1986
Charles Blach
Notary Public for Arizona



KN 27-13 25-13

KENAI SPUR HIGHWAY 200' R/W



LEGEND AND NOTES

- ⊕ Found Official survey Brass Cap monument
 - ⊥ Set 1/2" x 24" steel rebar at all lot corners.
 - Found 1/2" steel rebar.
- All bearings refer to the N-S & Section 17 as being S 00°-20'-34" E datum of record.
- All wastewater treatment and disposal systems shall comply with existing law at time of construction.
- Building set back—A building set back of 20' is required from all street rights of ways unless a lesser standard is approved by resolution of the appropriate planning commission.
- Lot 1 shall have access only from Alex Drive, lots 2 and 3 shall share a common driveway from the Kenai Spur Hwy, and lot 4 shall have access only from Linda Ave.

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of October 4, 1982.

Kenai Peninsula Borough
By Neil E. Sagerser
Authorized Official

83-10
RECORDED - FILED 10⁰⁰
Kenai REC. DIST.
DATE 1-27 1983
TIME 1:22 P.
Subscribed by M. Stone Blaise

CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of said property and request the approval of this plat showing such easements or public utilities, roadways, and/or streets dedicated by us for public use.

Neil E. Sagerser
Neil E. Sagerser

UNSUBD.

NOTARY'S ACKNOWLEDGEMENT

FOR NEIL E. SAGERSEER
Subscribed and sworn before me this
7th day of January, 1983.
My commission expires January 26, 1986
Charles Black
Notary Public for Arizona



SAGERSEER SUBDIVISION NO. 2

Neil E. Sagerser
1371 East 22nd Avenue
Apache Junction, AZ 85220

LOCATION

6.861 ACRES SITUATED IN THE 1/2 NW1/4 SEC. 17, T5N, R10W, S.M., AK. AND THE KENAI PENINSULA BOROUGH.

Surveyed by: McLANE & ASSOCIATES, INC.
Soldotna, AK 99669

DATE 10/10/82	SCALE 1" = 100'	BK. NO. 82 - 59
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KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF BUILDING SETBACK ENCROACHMENT PERMIT

Public notice is hereby given that a building setback encroachment permit application was received on 2/20/2026. You are being sent this notice because you are within 300 feet of the subject parcel and are invited to comment.

The building setback encroachment permit application is for the following property:

Request / Affected Property: Permits a 20.3-foot by 30.3-foot garage to remain approximately 8' into the 20' building setback.

KPB File No. 2026-017

Petitioner(s) / Land Owner(s): Trinity Christian Center Inc of Soldotna, AK.

Purpose as stated in petition: Asking exception to building setback for garage. Alex Drive constructed and improved in center of ROW. Encroaching structures do not interfere with use and drainage of ROW. Encroaching structures have been in place for several years without issues. Encroaching structures do not interfere with road maintenance or line of sight. Encroaching structures do not create a safety hazard.

Building setback encroachment permit reviews are conducted in accordance with KPB Subdivision Ordinance.

Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, March 16, 2026**, commencing at **7:30 p.m.**, or as soon thereafter as business permits. The meeting is being held in person at the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 N. Binkley Street, Soldotna, Alaska. This meeting will also be held via Zoom, or other audio or video conferencing means whenever technically feasible.

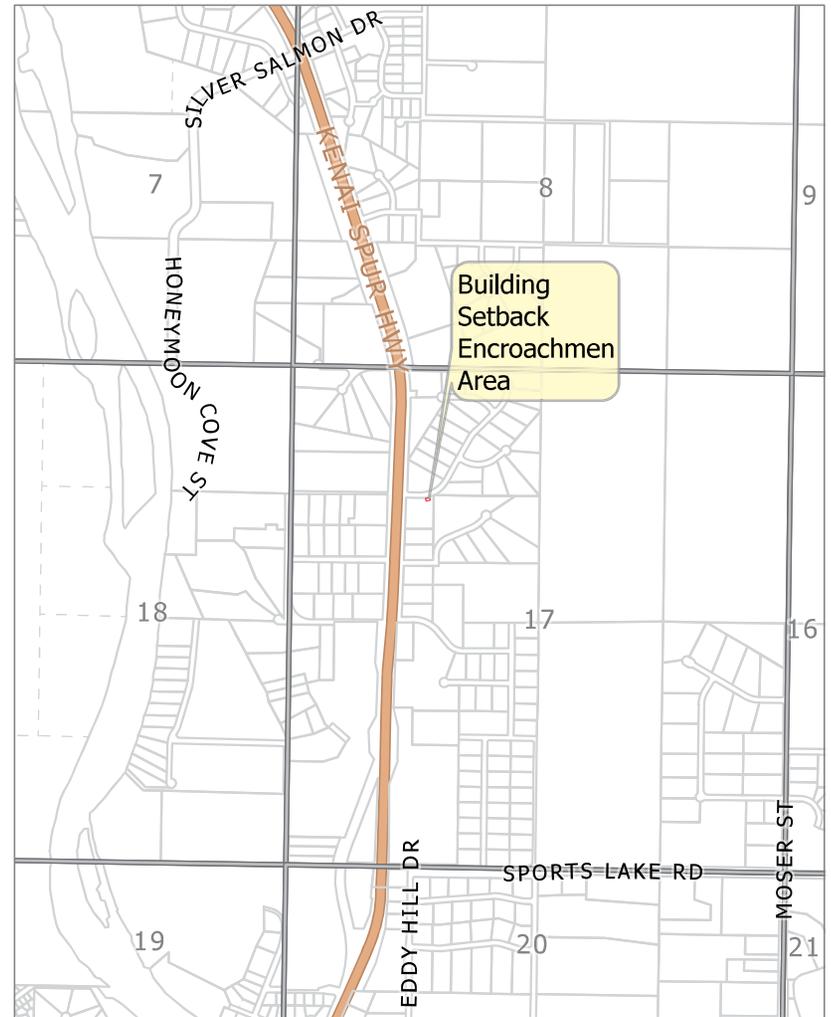
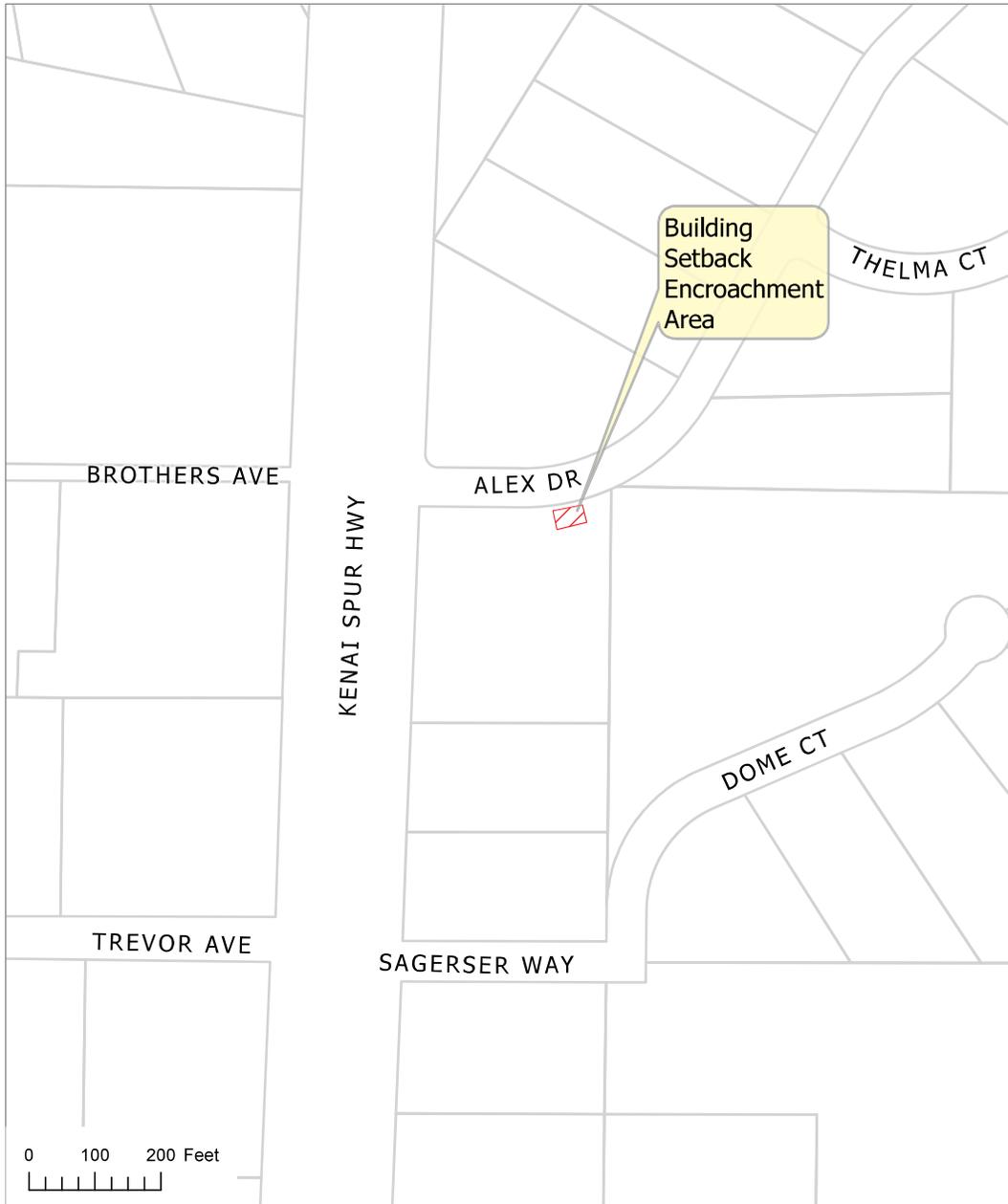
To attend the meeting using Zoom from a computer visit <https://us06web.zoom.us/j/9077142200>. You may also connect to Zoom by telephone, call toll free **1-888-788-0099** or **1-877-853-5247**. If calling in you will need the Meeting ID of 907 714 2200. Additional information about connecting to the meeting may be found at <https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/planning-public-notices>.

Anyone wishing to testify may attend the meeting in person or through Zoom. Written testimony may be submitted by email to planning@kpb.us, or mailed to the attention of Beverly Carpenter, Kenai Peninsula Borough Planning Department, 144 N. Binkley Street, Soldotna, Alaska 99669. [Written comments may also be sent by Fax to 907-714-2378]. All written comments or documents must be submitted by **1:00 PM, Friday, March 13, 2026**. The deadline to submit written comments or documents does not impact the ability to provide verbal testimony at the public hearing.

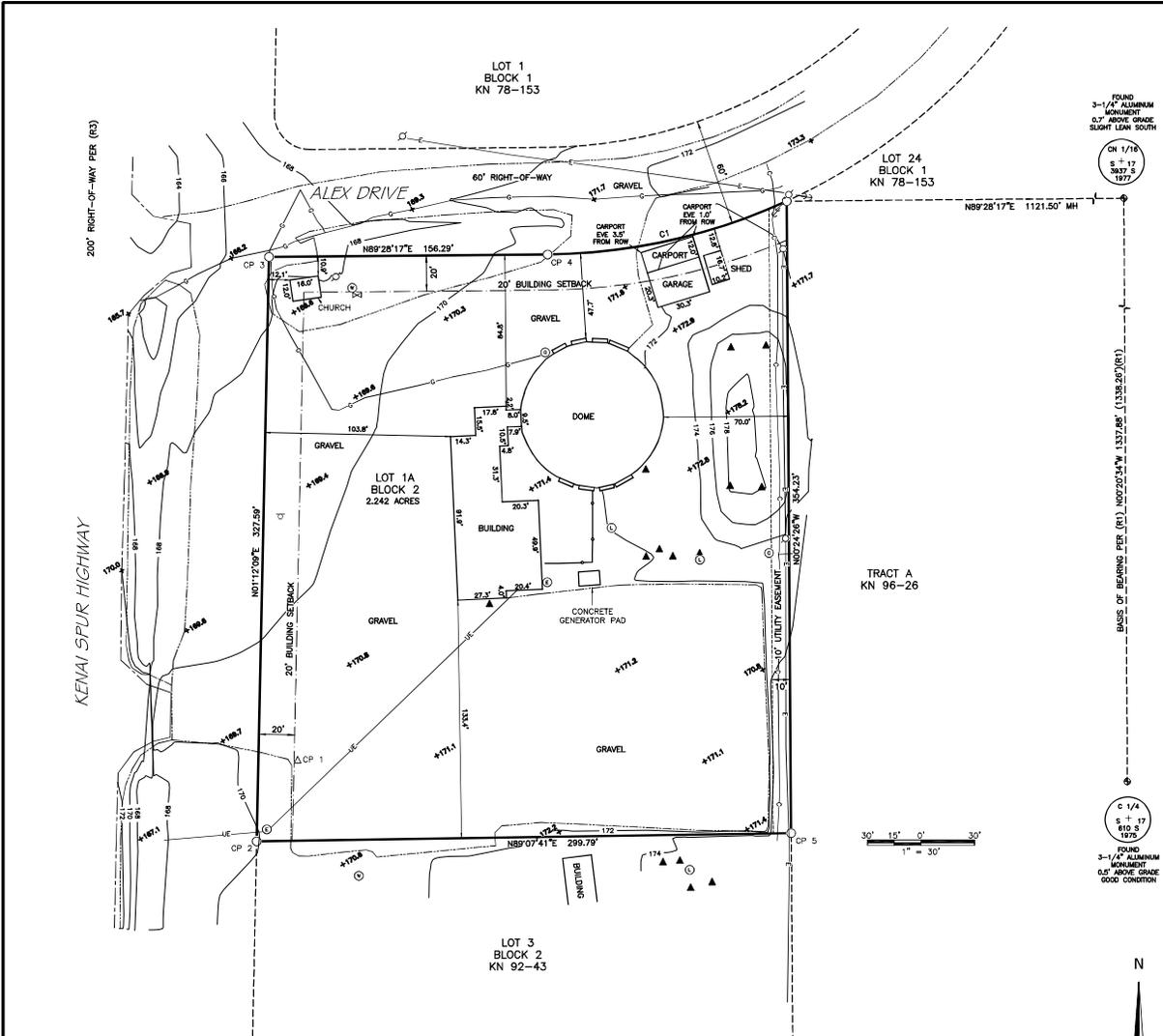
Additional information such as staff reports and comments are available online. This information is available the Monday prior to the meeting and found at <https://kpb.legistar.com/Calendar.aspx>. Use the search options to find the correct timeframe and committee.

For additional information contact Sandee Simons (ssimons@kpb.us) or Beverly Carpenter (BCarpenter@kpb.us), Planning Department, 714-2200 (1-800-478-4441 toll free within Kenai Peninsula Borough).

Mailed 2/24/2026



KPB File 2026-017
T05N R10W SEC17
Ridgeway



LEGEND

⊕	MONUMENT FOUND
○	PROPERTY CORNER FOUND
CP 1	CONTROL POINT NUMBER
△	SPIKE SET
⊚	UTILITY POLE
⊖	GUY ANCHOR
⊙	SIGN POST
⊗	GAS METER
⊕	ELECTRIC TRANSFORMER
⊕	COMMUNICATION PEDESTAL
▲	SEPTIC VENT
⊕	SEPTIC LIFT
⊕	WELL
⊕	WATER VALVE
+90.5'	SPOT ELEVATION
---	PARCEL BOUNDARY
---	ADJACENT PARCEL
---	EASEMENT
---	EDGE ASPHALT
---	EDGE GRAVEL
---	FENCE
---	TREELINE
---	CONTOUR LINE
C	COMMUNICATION LINE
G	GAS LINE
E	OVERHEAD ELECTRIC LINE
UE	UNDERGROUND ELECTRIC LINE

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	138.37'	330.00'	24°01'27"	S77°27'54"W	137.36'

CONTROL POINTS

MONUMENT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	4717.605	10616.112	170.95	SPIKE
2	4672.444	9933.128	163.51	REBAR
3	5000.000	10000.000	167.10	REBAR
4	5001.442	10158.283	170.65	ALUM. CAP
5	4477.056	10292.293	172.94	ALUM. CAP

- NOTES**
- THIS DRAWING IS BASED ON A FIELD SURVEY PERFORMED BY EDGE SURVEY AND DESIGN LLC, MAY 2024.
 - UTILITY LOCATES WERE ORDERED FOR THIS DRAWING. COMMUNICATION, GAS LINES AND OVERHEAD ELECTRIC LINES SHOWN ARE FROM FIELD LOCATES. UNDERGROUND ELECTRIC LINES SHOWN ON THIS DRAWING FROM HOMER ELECTRIC ASSOCIATION AS-BUILT DRAWINGS.
 - ELEVATIONS SHOWN HEREON ARE NAVD88 ORTHOMETRIC HEIGHTS AS DETERMINED BY AN NGS OPUS SOLUTION HOLDING GEOID 12B.
 - THE BASIS OF BEARINGS OF THIS DRAWING FROM MOORING ESTATES SUBDIVISION DUNBAR ADDITION, PLAT NOT RECORDED.
 - THE BASIS OF COORDINATES IS AN ASSUMED COORDINATE SYSTEM.
 - DISTANCES SHOWN HEREON ARE HORIZONTAL U.S. SURVEY FEET DISTANCES REDUCED TO GRID.
 - A TITLE REPORT WAS REFERENCED FOR THIS DRAWING.

REFERENCES

(R1) SAGERSER SUBDIVISION NO. 2, PLAT 92-43, KENAI RECORDING DISTRICT

CERTIFICATE OF SURVEYOR

I, RYAN SORENSEN 13006-S, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT THIS SITE SURVEY 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 2026-017

TOPOGRAPHIC SITE SURVEY
 LOT 1A BLOCK 2 SAGERSER SUBDIVISION TRINITY CENTER REPLAT
 PLAT 2024-99 KENAI RECORDING DISTRICT
 SECTION 17 15N R10W SEWARD MERIDIAN, ALASKA



SCALE:
 1" = 30'
 DATE:
 01/13/2025
 SHEET:
 1 OF 1

E. NEW BUSINESS

5. Building Setback Encroachment Permit (Shed)

KPB File 2026-018

PC Resolution 2026-21

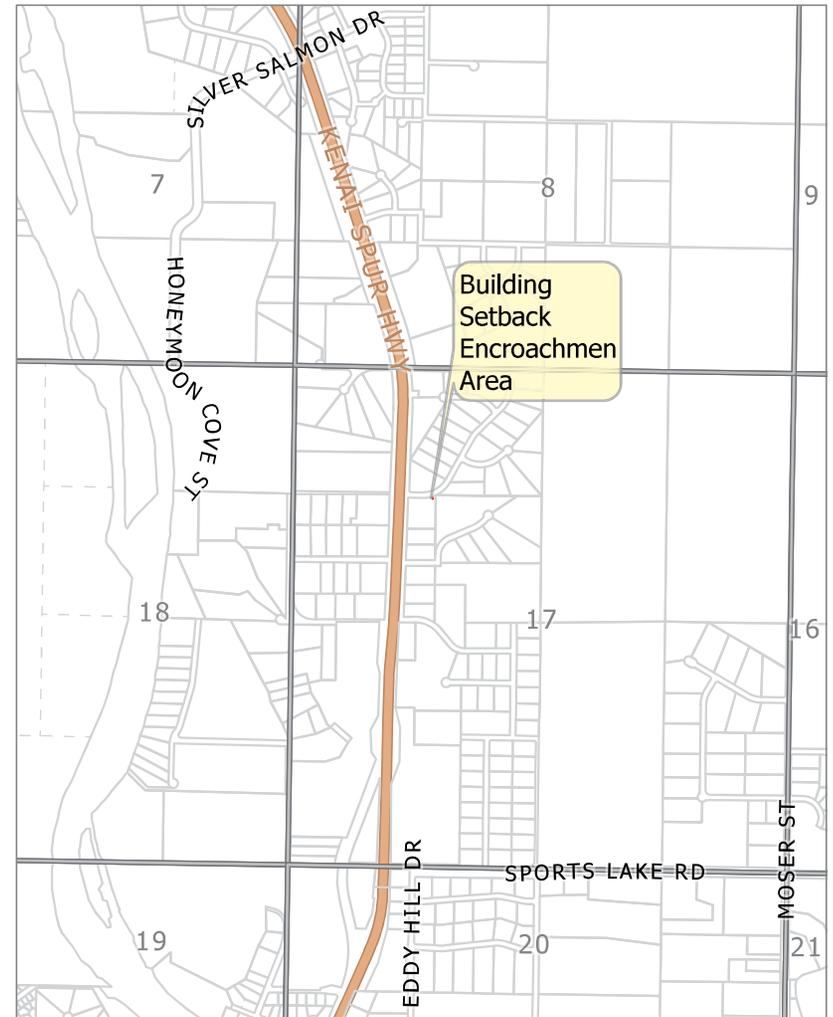
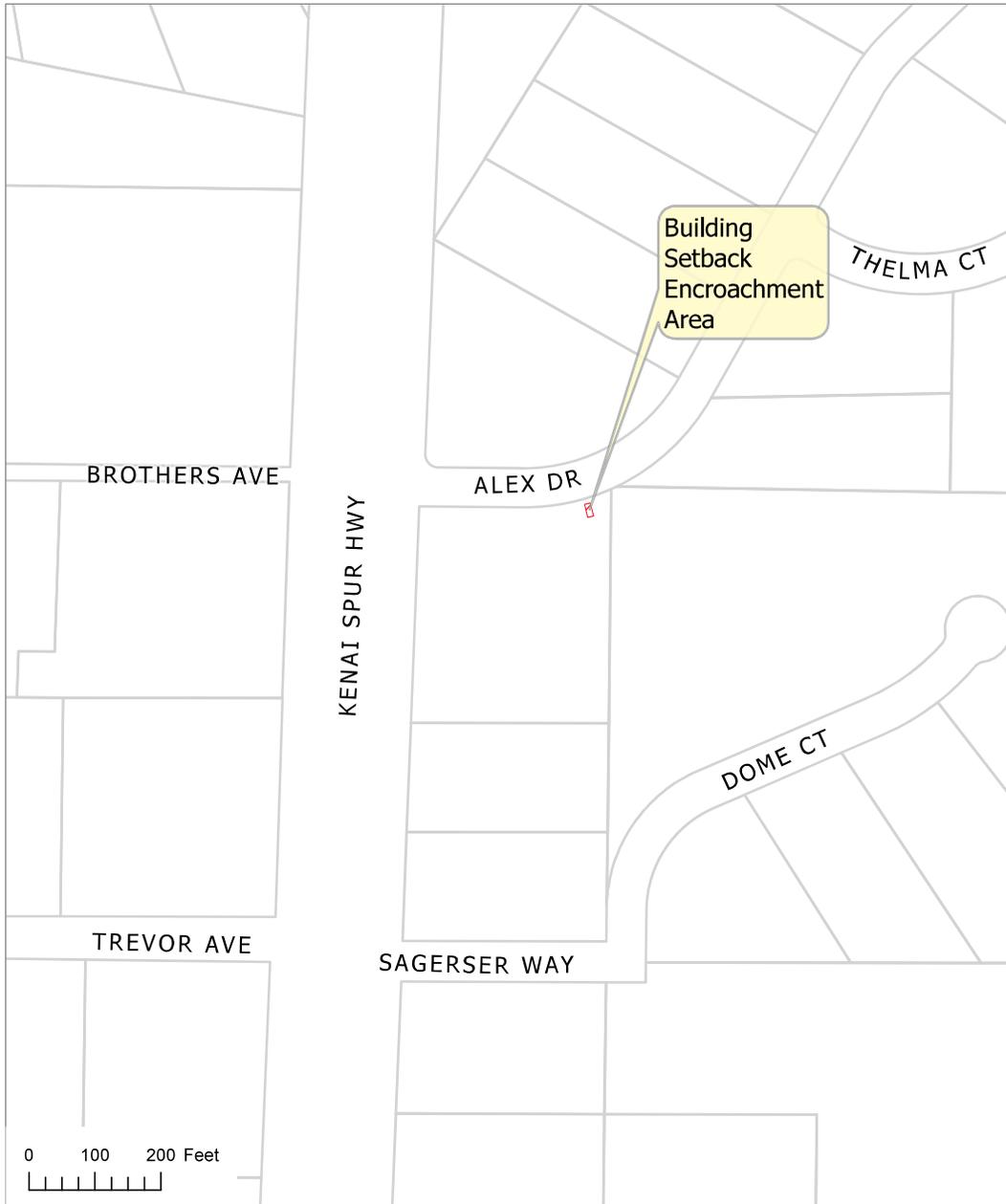
Edge Survey & Design / Trinity Christian Center

Request: Permits an existing 10.2' by 16.7' shed to remain 12.8' into the building setback

Location: Lot 1A, Sagerser Subdivision Trinity Center Replat

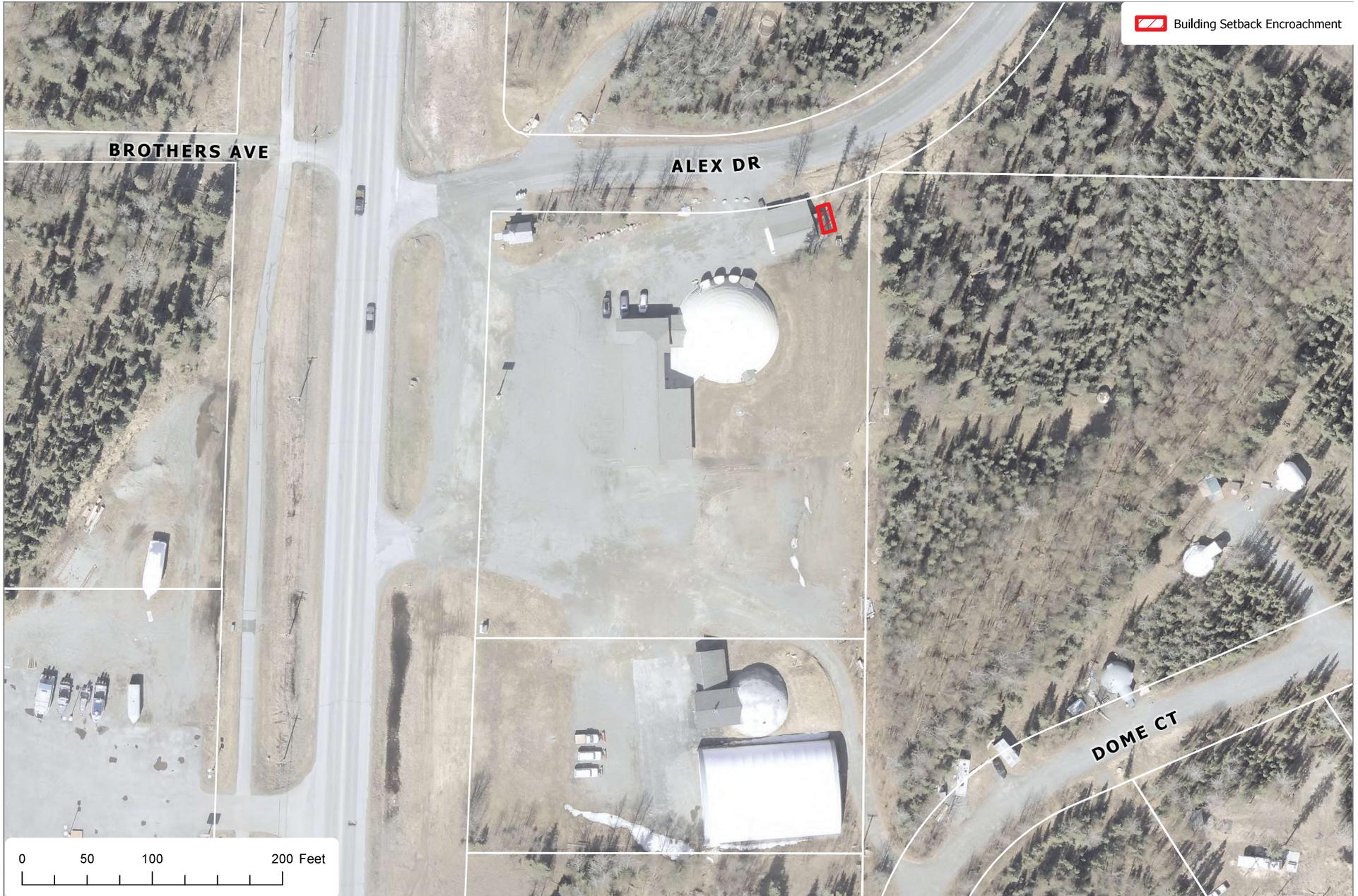
Plat KN 2024-99

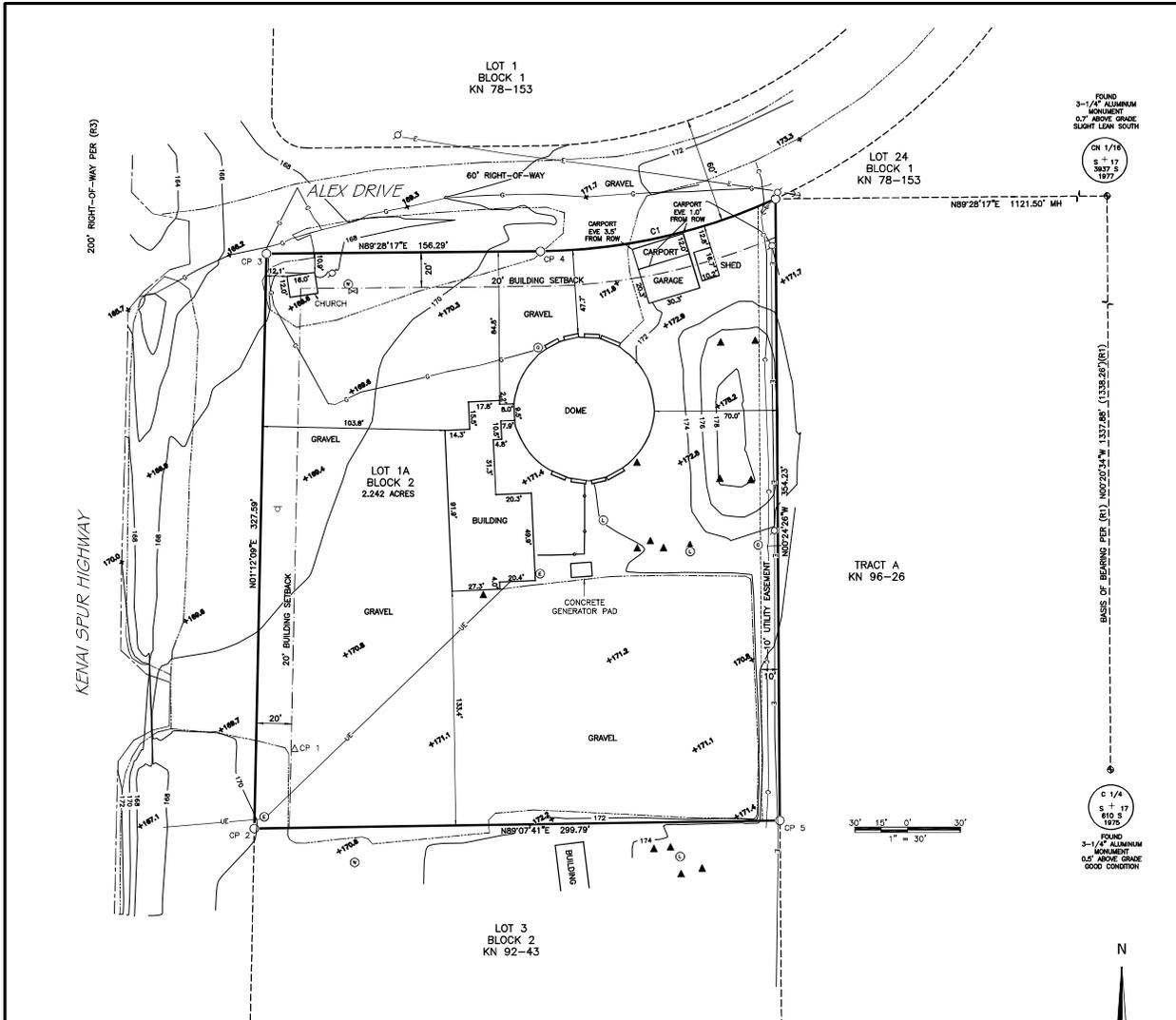
Ridgeway Area



KPB File 2026-018
T05N R10W SEC17
Ridgeway

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.





LEGEND

⊕	MONUMENT FOUND
○	PROPERTY CORNER FOUND
CP 1	CONTROL POINT NUMBER
△	SPIKE SET
⊕	UTILITY POLE
⊖	GUY ANCHOR
⊕	SIGN POST
⊕	GAS METER
⊕	ELECTRIC TRANSFORMER
⊕	COMMUNICATION PEDESTAL
▲	SEPTIC VENT
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+90.5'	SPOT ELEVATION
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KPB 2026-018

TOPOGRAPHIC SITE SURVEY
 LOT 1A BLOCK 2 SAGERSER SUBDIVISION TRINITY CENTER REPLAT
 PLAT 2024-99 KENAI RECORDING DISTRICT
 SECTION 17 15N R10W SEWARD MERIDIAN, ALASKA



SCALE:
 1" = 30'
 DATE:
 01/13/2025
 SHEET:
 1 OF 1

AGENDA ITEM E. NEW BUSINESS

**ITEM #5. – BUILDING SETBACK ENCROACHMENT PERMIT
LOT 1A, BLOCK 2, SAGERSER SUBDIVISION TRINITY CENTER REPLAT, PLAT KN 2024-99**

KPB File No.	2026-018
Planning Commission Meeting:	March 16, 2026
Applicant / Owner:	Trinity Christian Center, Inc., Soldotna, Alaska
Surveyor:	Jason Young, Edge Survey and Design, LLC
General Location:	Kenai Spur Highway and Alex Drive, Ridgeway Area, Soldotna

Parent Parcel No.:	057-045-19
Legal Description:	T 05N R 10W SEC 17 Seward Meridian KN 2024099 SAGERSER SUB TRINITY CENTER REPLAT LOT 1A BLK 2
Assessing Use:	Institutional Church
Zoning:	Rural Unrestricted
Resolution	2026-21

STAFF REPORT

Specific Request / Purpose as stated in the petition:

Asking exception to building setback for a shed encroaching along Alex Drive.

Site Investigation:

The submitted site survey depicts multiple structures.

The approximately 10.2-foot by 16.7-foot shed located in the northeast corner of the sketch is petitioned for a building setback encroachment permit. According to KPB records, the shed was constructed around 2010.

According to the site survey the shed is located approximately 7.2 feet into the 20-foot building setback along Alex Drive and 12.8 feet from the property line.

Sight distance does not appear to be impacted due to the separation between the shed and the drivable portions of Alex Drive and the location behind the garage and carport.

The shed is situated along Alex Drive, a 60-foot borough-maintained right-of-way. Approximately 25 feet of Alex Road is currently constructed. The shed sits approximately 39 feet from the drivable portion of Alex Drive. The shed is located east of the garage and carport, hidden from view at the corner of the garage near the open carport.

Available imagery shows that the driveway near the garage from Alex Drive to the subject parcel appears to be blocked by boulders.

Staff Analysis:

In 1983, Sagerser Subdivision No. 2 (KN 83-10) created lots 1 and 2, Block 2. In 2024, Sagerser Subdivision Trinity Center Replat (KN 2024-99) combined lots 1 and 2, Block 2, resulting in the creation of Lot 1A, Block 2.

The original plat, (KN 83-10) required a 20-foot building setback from all street rights-of-way. This setback was carried forward onto the most recent plat (KN 2024-99).

Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east. The majority of the parcels in the surrounding area have been developed.

Based on KPB GIS contours data, there are no steep slopes within the affected lot. The land is relatively flat with a slight slope towards the Kenai Spur Highway and Alex Drive.

According to KPB GIS data, no wetlands affect the subject area.

The submitted site survey includes depictions of utility easements. The shed does not encroach into any of the depicted communication lines, gas lines, overhead electric lines, or underground electric lines. Staff recommends the 10' utility easement be added to the drawing along the rights-of-ways.

Applicant Discussion:

Asking exception to building setback for the shed encroaching along Alex Drive. Alex Drive is constructed and improved in center of ROW. Encroaching structure has been in place for several years without issues of interference of road maintenance, or sight lines. Encroaching structure does not create a safety hazard. The shed was built in 2018, and we haven't had any issues. When it was built, an access to Alex Drive was blocked off for safety reasons.

Applicant Findings:

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The shed was built in 2018.
4. There have been no safety hazards produced or reported.
5. An access to Alex Drive was blocked off for safety reasons.

Staff Findings for the Commission's review:

6. In 1983, Sagerser Subdivision No. 2 (KN 83-10) required a 20-foot building setback from all street rights-of-way.
7. The approximately 10.2-foot by 16.7-foot shed was constructed around 2010.
8. The shed is located approximately 7.2 feet within the 20-foot building setback along Alex Drive.
9. The shed is approximately 12.8 feet from the right-of-way.
10. Alex Drive is a 60-foot borough-maintained right-of-way.
11. Approximately 25 feet of Alex Road is currently constructed.
12. The shed sits approximately 39 feet from the drivable portion of Alex Drive.
13. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
14. Available imagery shows that the driveway near the garage from Alex Drive to the subject parcel appears to be blocked by boulders.
15. The majority of the parcels in the surrounding area have been developed.
16. There are no steep slopes within the affected lot.
17. No wetlands affect the subject area.
18. The shed does not encroach into any of the depicted communication lines, gas lines, overhead electric lines, or underground electric lines.
19. Per KPB 20.90.010 "Permanent structures" for purposes of the building setback shall mean anything of a permanent nature that requires footings, foundations or pilings. Improvements of a minor nature that do not interfere with the sight distance from the right-of-way are allowed. Examples of allowable improvements are well casings, low retaining walls, vent pipes, individual mailboxes, address sign posts and transparent fencing such as metal chain link.
20. Per KPB 20.90.010 "Building setback" is the area of the lot where permanent structures are not allowed. The purpose of the setback is to promote safe public access, areas for emergency response, and traffic sight distance.

20.10.110. – Building setback encroachment permits.

- E. The following standards shall be considered for all building setback encroachment permit applications.

Staff recommends the Planning Commission select the findings they determine are applicable to the standards and vote on them:

1. The building setback encroachment may not interfere with road maintenance.
Findings 1-5; and 7-15 appear to support this standard.

2. The building setback encroachment may not interfere with sight lines or distances.
Findings 1-5; and 11-15 appear to support this standard.

3. The building setback encroachment may not create a safety hazard.
Findings 1-5; 7; 14-16; and 19 appear to support this standard. [CB1]

F. The granting of a building setback encroachment permit will only be for the portion of the improvement or building that is located within the building setback and the permit will be valid for the life of the structure or for a period of time set by the Planning Commission. The granting of a building setback permit will not remove any portion of the 20-foot building setback from the parcel.

G. The Planning Commission shall approve or deny a building setback encroachment permit. If approved, a resolution will be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to complete the permit. The resolution will require an exhibit drawing showing, and dimensioning, the building setback encroachment permit area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.

KPB department / agency review[CB2]:

KPB Roads Dept. comments[CB3]	
SOA DOT comments	
KPB River Center review	<p>A. Floodplain</p> <p>Reviewer: Hindman, Julie Floodplain Status: IS in flood hazard area Comments: Within a non-regulatory flood zone. No comments in regards to the existing structure and the setback.</p> <p>Flood Zone: X (unshaded) Map Panel: 02122C-0240F In Floodway: False Floodway Panel:</p> <p>B. Habitat Protection</p> <p>Reviewer: Aldridge, Morgan Habitat Protection District Status: Is NOT within HPD Comments: No comments</p>
State of Alaska Fish and Game	
Addressing	
Code Compliance	<p>Reviewer: Ogren, Eric Comments: The structures are in the set back. An exception will be needed to allow the structures to stay and not be moved.</p>
Planner	<p>Reviewer: Raidmae, Ryan There are not any Local Option Zoning District issues with this proposed plat.</p>

	Material Site Comments: There are not any material site issues with this proposed plat.
Assessing	Reviewer: Windsor, Heather Comments: No comment

RECOMMENDATION:

Based on the standards to grant a building setback encroachment permit, **staff recommends** to grant approval for the approximately 10.2-foot by 16.7-foot shed within the 20-foot building setback as shown on the 2025 site survey, subject to:

If the Commission determines the petitioner **has not** met the burden of proving by substantial evidence that each of the Standards is met, the Commission should deny the application, and it should explain its reasons.

If the Commission determines the petitioner **has** met the burden of proving by substantial evidence that each of the Standards is met, the Commission should identify the findings of fact, based upon substantial evidence from the record, which includes this Staff Report, it determines are applicable to the Standards, and incorporate the following conditions for final approval:

1. Compliance with KPB 20.10.110 sections F and G.
2. Providing a current as-built with recommended corrections as noted below, to be used as an exhibit drawing for Resolution 2026-21, prepared, signed, and sealed by a licensed land surveyor.
3. The recording fees be submitted to the Kenai Peninsula Borough Planning Department for the recording of the resolution.
4. Failure to provide an as-built so that it may be recorded within one year approval will result in a new application, hearing, and approval.
5. Additional encroachments found on the new as-built will require a new hearing.

STAFF RECOMMENDATIONS
CORRECTIONS / EDITS

- Add the 10' utility easement along the rights-of-ways to the drawing
- Remove unneeded topographic information and other information.

NOTE:

20.10.110.(H) A decision of the planning commission may be appealed to the hearing officer by a party of record, as defined by KPB 20.90, within 15 days of the date of notice of decision in accordance with KPB 21.20.250.

END OF STAFF REPORT

**KENAI PENINSULA BOROUGH PLANNING COMMISSION
RESOLUTION 2026-21
KENAI RECORDING DISTRICT**

**A RESOLUTION GRANTING A BUILDING SETBACK ENCROACHMENT PERMIT
TO A PORTION OF THE TWENTY FOOT BUILDING SETBACK FOR LOT 1A,
BLOCK 2, SAGERSER SUBDIVISION TRINITY CENTER REPLAT ([Parent_Plat1]); IN
S17, T05N, R10W; SEWARD MERIDIAN, ALASKA, WITHIN THE KENAI
PENINSULA BOROUGH; KPB FILE NO. 2026-018**

WHEREAS, pursuant to KPB 20.30.240, a minimum twenty-foot building setback from all dedicated rights-of-way in subdivisions located outside incorporated cities is required; and

WHEREAS, issuance of a building setback encroachment permit is an exception to the rule prohibiting such encroachments; and

WHEREAS, KPB 20.10.110 governs building setback encroachment permits and authorizes the Planning Commission to grant building setback encroachment permits by resolution; and

WHEREAS, KPB 20.10.110(E) provides the three Standards the Planning Commission must consider when evaluating building setback permit applications; and

WHEREAS, the Planning Commission may only approve an encroachment permit if there is substantial evidence showing that each of the three Standards in KPB 20.10.110(E) are met; and

WHEREAS, these are affirmative findings, and the petitioner has the burden to prove with substantial evidence they are true; and

WHEREAS, Trinity Christian Center Inc of Soldotna, AK requested a building setback encroachment permit to the twenty-foot building setback granted by Sagerser Subdivision No 2 KN 83-10; and

WHEREAS, on Monday, March 16, 2026, the Planning Commission considered the background information, all comments received, and recommendations from KPB Planning Department staff regarding the proposed exception; and

WHEREAS, the Planning Commission found that the petitioner met the burden of proof with substantial evidence as to each of the three Standards found in KPB 20.10.110(E); and

WHEREAS, the Planning Commission found that granting the building setback encroachment permit will not be detrimental to the public interest;

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE
KENAI PENINSULA BOROUGH:**

SECTION 1. That the petitioner has met the burden of proof with substantial evidence as to each of the three standards found in KPB 20.10.110(E).

SECTION 2. That an exception to the 20-foot building setback limit on Lot 1A Block 2 Sagerser Subdivision Trinity Center Replat KN 2024-99 is hereby granted to accommodate only the encroaching portion of the Shed based upon the following findings of fact:

Standard 1: The building setback encroachment may not interfere with road maintenance.

1. Alex drive is constructed and improved.

2. Encroaching structure does not interfere with use and drainage of ROW.
3. The garage was built in 2018.
4. There have been no safety hazards produced or reported.
5. An access to Alex Drive was blocked off for safety reasons.
7. The approximately 20.3-foot by 30.3-foot garage and the attached approximately 12-foot by 30.3-foot carport were constructed around 2016.
8. The carport is located entirely within the 20-foot building setback.
9. The northeastern portion of the carport eave is approximately 1 foot from the Alex Drive right-of-way, and the northwestern portion of the eave is approximately 3.5 feet from the right-of-way.
10. The garage encroaches into the 20-foot building setback by approximately 7 feet at the northeast corner and approximately 4.5 feet at the northwest corner.
11. Alex Drive is a 60-foot borough-maintained right-of-way.
12. Approximately 25 feet of Alex Road is currently constructed.
13. The carport sits approximately 35.9 feet from the drivable portion of Alex Drive at the northeast corner and approximately 39.5 feet at the northwest corner.
14. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
15. Available imagery shows that the driveway near the garage from Alex Drive to the subject parcel appears to be blocked by boulders.

Standard 2: The building setback encroachment may not interfere with sight lines or distances.

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The garage was built in 2018.
4. There have been no safety hazards produced or reported.
5. An access to Alex Drive was blocked off for safety reasons.
11. Alex Drive is a 60-foot borough-maintained right-of-way.
12. Approximately 25 feet of Alex Road is currently constructed.
13. The carport sits approximately 35.9 feet from the drivable portion of Alex Drive at the northeast corner and approximately 39.5 feet at the northwest corner.
14. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
15. Available imagery shows that the driveway near the garage from Alex Drive to the subject parcel appears to be blocked by boulders.

Standard 3: The building setback encroachment may not create a safety hazard.

1. Alex drive is constructed and improved.
2. Encroaching structure does not interfere with use and drainage of ROW.
3. The garage was built in 2018.
4. There have been no safety hazards produced or reported.
5. An access to Alex Drive was blocked off for safety reasons.
7. The approximately 20.3-foot by 30.3-foot garage and the attached approximately 12-foot by 30.3-foot carport were constructed around 2016.
14. Alex Drive provides access to Thelma Court and Hawkins Court and terminates in a cul-de-sac at Alex Court to the east.
15. Available imagery shows that the driveway near the garage from Alex Drive to the subject parcel appears to be blocked by boulders.
16. The majority of the parcels in the surrounding area have been developed.
19. The garage and attached carport do not encroach into any of the depicted communication lines, gas lines, overhead electric lines, or underground electric lines.

SECTION 3. That any new, replacement, and/or additional construction will be subject to the 20-foot building setback limit.

SECTION 4. That the granting of a building setback encroachment permit will only be for the portion of the improvement or building that is located within the building setback

and the permit will be valid for the life of the structure or for a period of time set by the Planning Commission. The granting of a building setback permit will not remove any portion of the 20-foot building setback from the parcel.

SECTION 5. That a current as-built survey or sketch prepared, signed, and sealed by a licensed land surveyor showing the location of the encroachment within the building setback be attached to, and made a part of this resolution, becoming page 4 of 4.

SECTION 6. That this resolution is void if not recorded in the appropriate Recording District within one year of adoption.

SECTION 7. That this resolution becomes effective upon being properly recorded with petitioner being responsible for payment of recording fees.

ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH ON THIS _____ DAY OF _____, 2026.

Jeremy Brantley, Chairperson
Planning Commission

ATTEST: _____
Ann Shirnberg,
Administrative Assistant

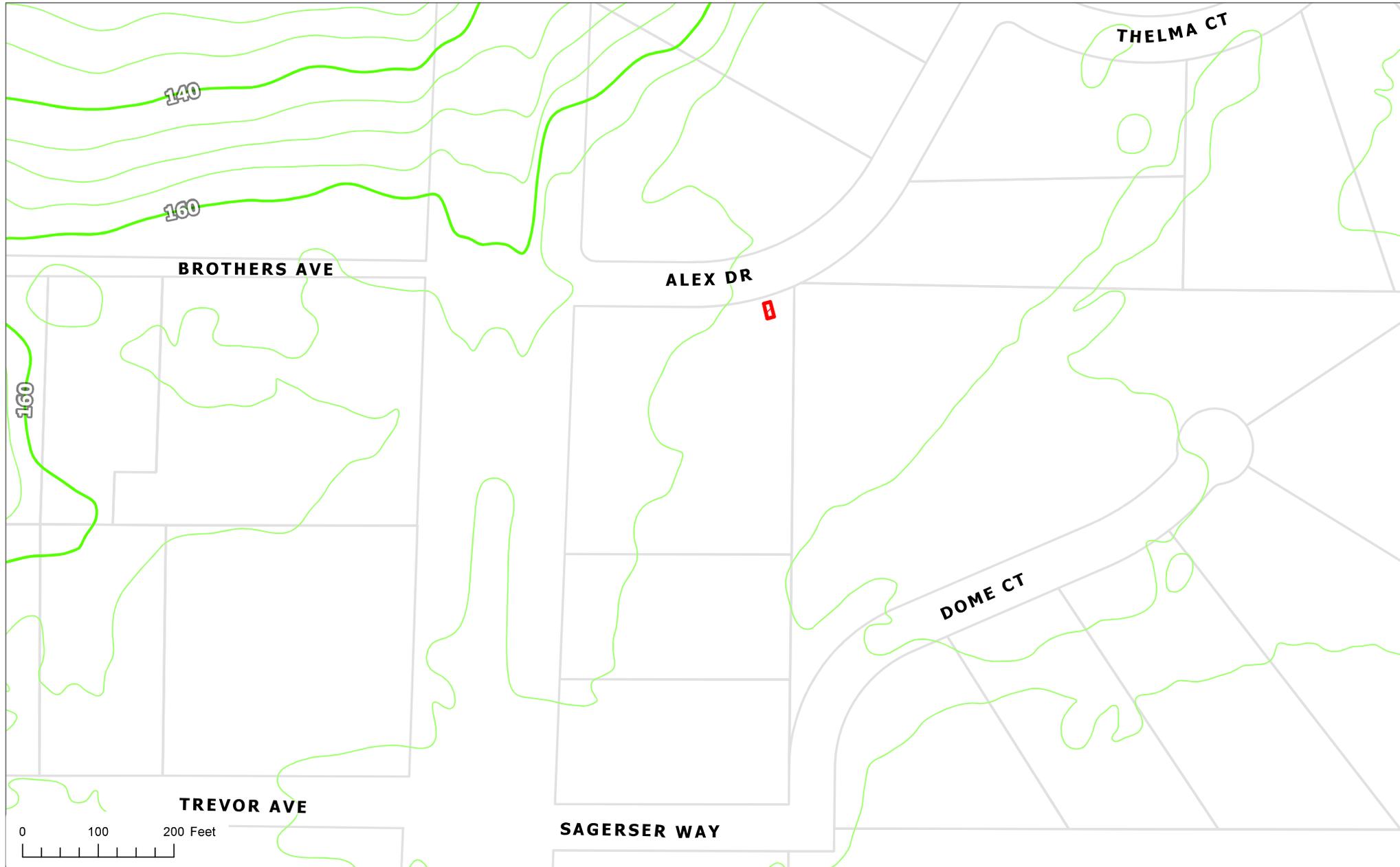
Return to:
Planning Department
Kenai Peninsula Borough
144 North Binkley Street
Soldotna, Alaska 99669

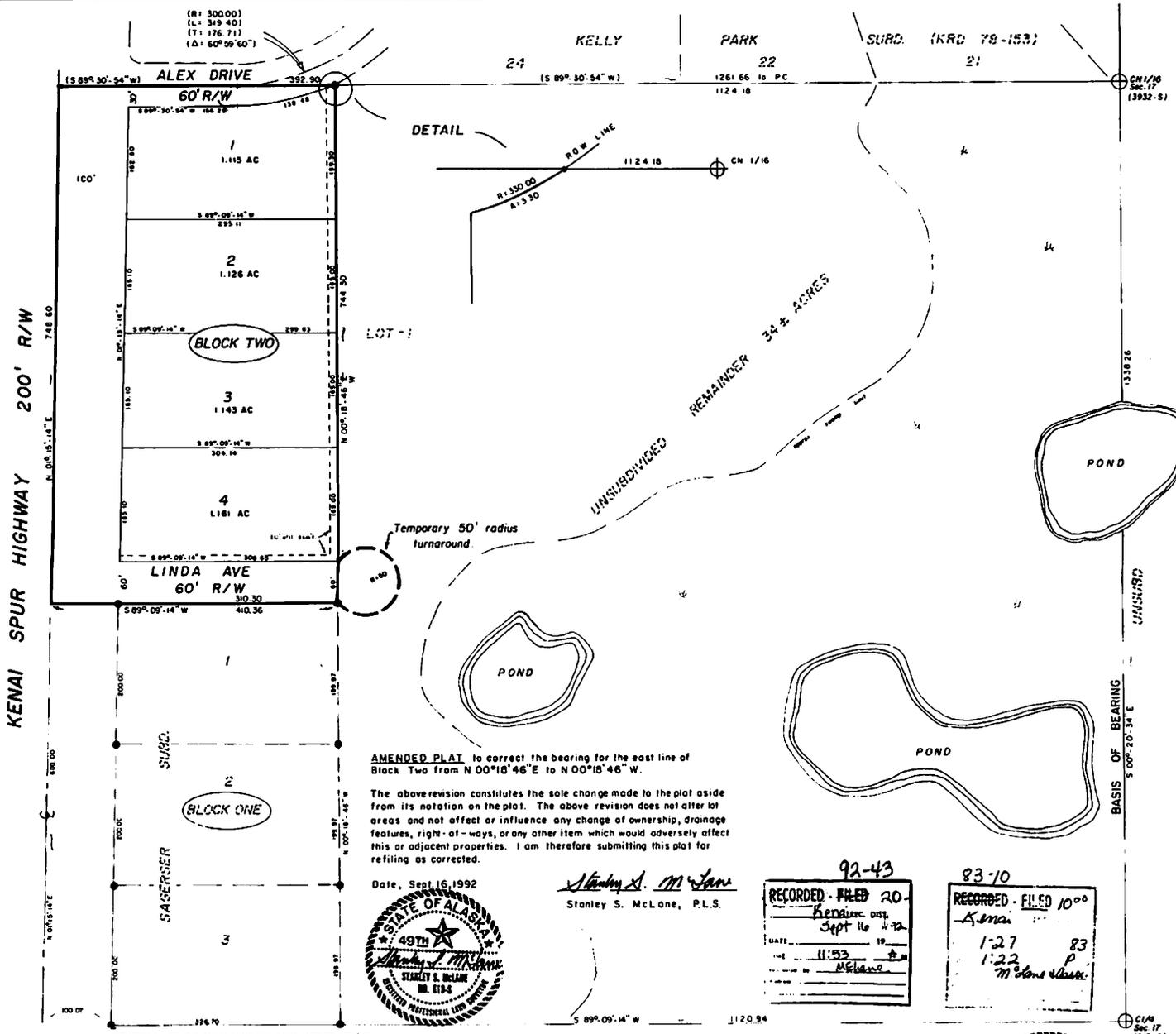
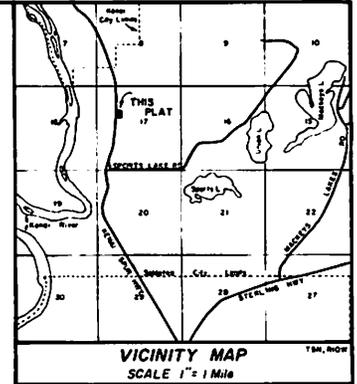


The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



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LEGEND AND NOTES

- ⊕ Found Official survey Brass Cap monument
- ⊥ Set 1/2" X 24" steel rebar at all lot corners
- Found 1/2" steel rebar.

All bearings refer to the N-S \in Section 17 as being S 00°-20'-34" E datum of record

All wastewater treatment and disposal systems shall comply with existing law at time of construction.

Building set back—A building set back of 20' is required from all street rights of ways unless a lesser standard is approved by resolution of the appropriate planning commission.

Lot 1 shall have access only from Alex Drive, lots 2 and 3 shall share a common driveway from the Kenai Spur Hwy, and lot 4 shall have access only from Linda Ave.

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of October 7, 1982.

Kenai Peninsula Borough
By Neil E. Sagerser
Authorized Official

AMENDED PLAT

SAGERSER SUBDIVISION NO. 2

Neil E. Sagerser
1371 East 22nd Avenue
Apache Junction, AZ 85220

LOCATION

6.861 ACRES SITUATED IN THE S1/2 NW1/4 SEC 17, T5N, R10W, S.M., AK AND THE KENAI PENINSULA BOROUGH.

Surveyed by: **McLANE & ASSOCIATES, INC.**
Soldotna, AK 99669

DATE 10/10/82	SCALE 1" = 100'	BK. NO. 82 - 59
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AMENDED PLAT to correct the bearing for the east line of Block Two from N 00°18'46"E to N 00°18'46"W.

The above revision constitutes the sole change made to the plat aside from its notation on the plat. The above revision does not alter lot areas and not affect or influence any change of ownership, drainage features, right-of-ways, or any other item which would adversely affect this or adjacent properties. I am therefore submitting this plat for refiling as corrected.



Date, Sept 16, 1992
Stanley S. McLane
Stanley S. McLane, P.L.S.

92-43
RECORDED - FILED 20
Kenai
Sept 16 1992

83-70
RECORDED - FILED 1000
Kenai
1-27 83
1-22 P
71 days release



NOTARY'S ACKNOWLEDGEMENT
FOR NEIL E. SAGERSER

Subscribed and sworn before me this
7th day of January, 1982
My commission expires January 14, 1986
Charles Blach
Notary Public for Arizona

CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of said property and request the approval of this plat showing such easements for public utilities, roadways, and/or streets dedicated by us for public use.

Neil E. Sagerser
Neil E. Sagerser



KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF BUILDING SETBACK ENCROACHMENT PERMIT

Public notice is hereby given that a building setback encroachment permit application was received on 2/20/2026. You are being sent this notice because you are within 300 feet of the subject parcel and are invited to comment.

The building setback encroachment permit application is for the following property:

Request / Affected Property: Permits an existing 10.2' x 16.7' shed to remain 12.8' into the building setback.

KPB File No. 2026-018

Petitioner(s) / Land Owner(s): Trinity Christian Center Inc of Soldotna, AK.

Purpose as stated in petition: Asking exception to building setback for shed. Alex Drive constructed and improved in center of ROW. Encroaching structures do not interfere with use and drainage of ROW. Encroaching structures have been in place for several years without issues. Encroaching structures do not interfere with road maintenance or line of sight. Encroaching structures do not create a safety hazard.

Building setback encroachment permit reviews are conducted in accordance with KPB Subdivision Ordinance.

Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, March 16, 2026**, commencing at **7:30 p.m.**, or as soon thereafter as business permits. The meeting is being held in person at the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 N. Binkley Street, Soldotna, Alaska. This meeting will also be held via Zoom, or other audio or video conferencing means whenever technically feasible.

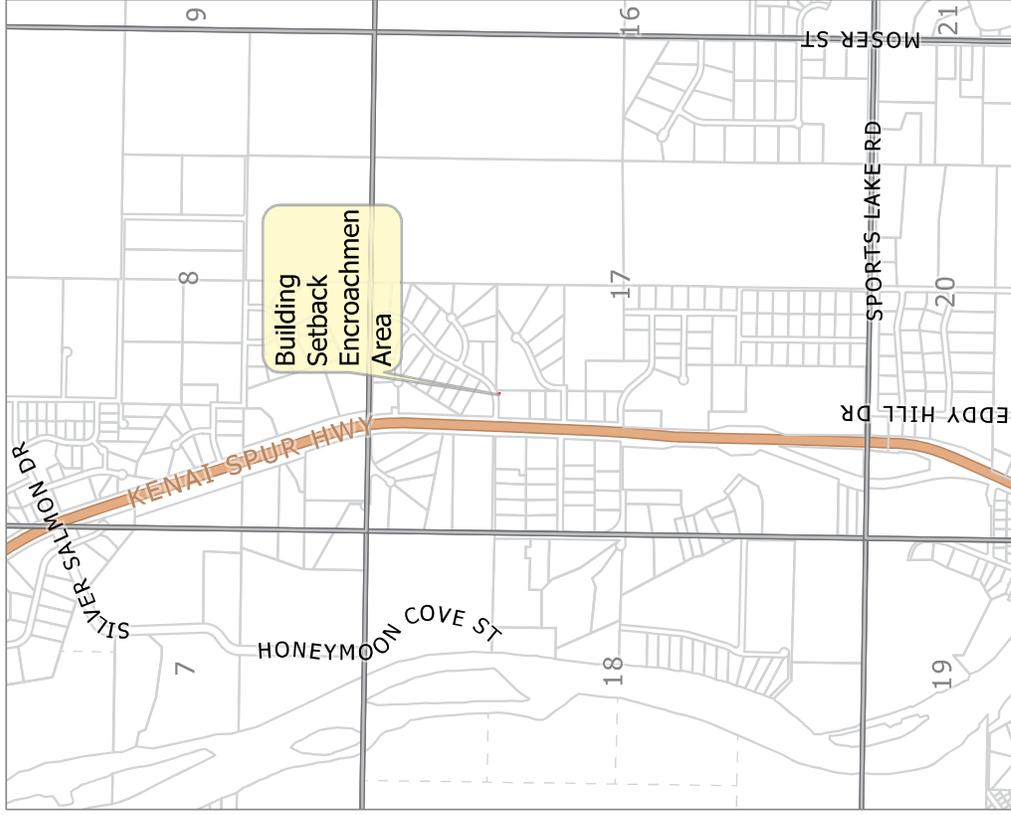
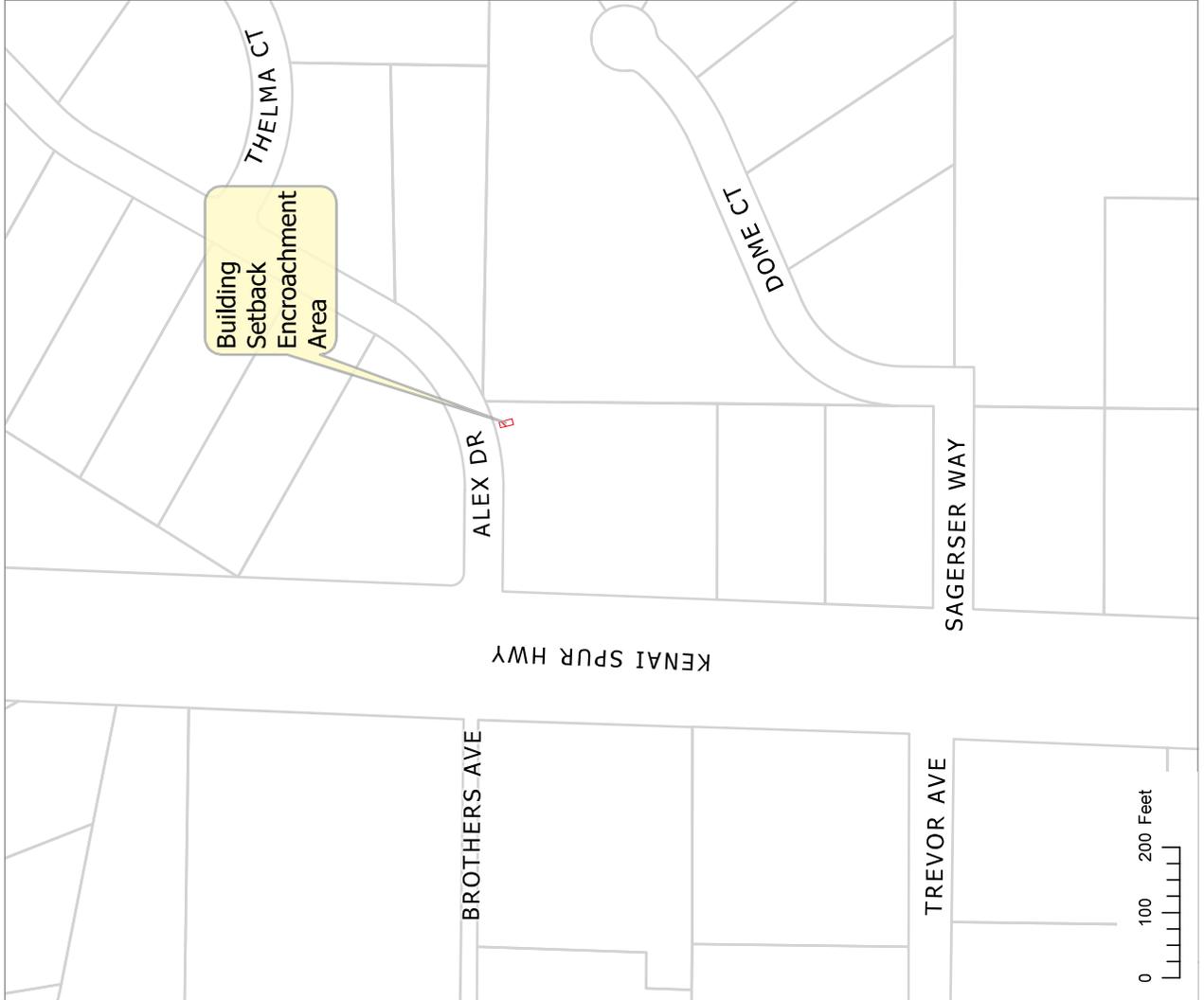
To attend the meeting using Zoom from a computer visit <https://us06web.zoom.us/j/9077142200>. You may also connect to Zoom by telephone, call toll free **1-888-788-0099** or **1-877-853-5247**. If calling in you will need the Meeting ID of 907 714 2200. Additional information about connecting to the meeting may be found at <https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/planning-public-notices>.

Anyone wishing to testify may attend the meeting in person or through Zoom. Written testimony may be submitted by email to planning@kpb.us, or mailed to the attention of Beverly Carpenter, Kenai Peninsula Borough Planning Department, 144 N. Binkley Street, Soldotna, Alaska 99669. [Written comments may also be sent by Fax to 907-714-2378]. All written comments or documents must be submitted by **1:00 PM, Friday, March 13, 2026**. The deadline to submit written comments or documents does not impact the ability to provide verbal testimony at the public hearing.

Additional information such as staff reports and comments are available online. This information is available the Monday prior to the meeting and found at <https://kpb.legistar.com/Calendar.aspx>. Use the search options to find the correct timeframe and committee.

For additional information contact Sandee Simons (ssimons@kpb.us) or Beverly Carpenter (BCarpenter@kpb.us), Planning Department, 714-2200 (1-800-478-4441 toll free within Kenai Peninsula Borough).

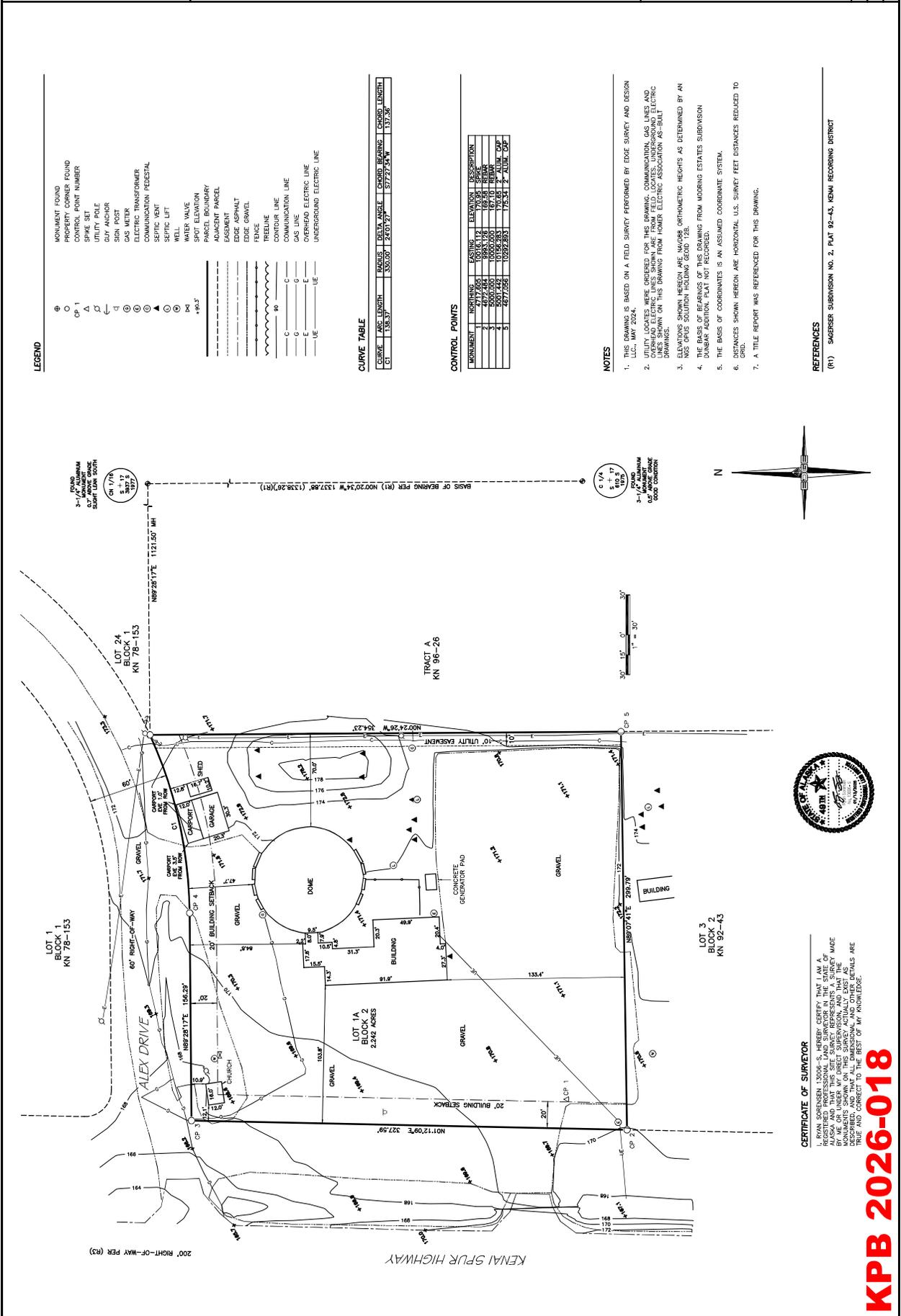
Mailed 2/24/2026



KPB File 2026-018
T05N R10W SEC17
Ridgeway



SCALE: 1" = 30'
 DATE: 07/13/2025
 SHEET: 1 OF 1



- LEGEND**
- ⊕ MONUMENT FOUND
 - PROPERTY CORNER FOUND
 - CP 1 CONTROL POINT NUMBER
 - ▲ UTILITY POLE
 - △ UTILITY POLE
 - ⊕ SIGN POST
 - ⊕ GAS METER
 - ⊕ ELECTRIC TRANSFORMER
 - ⊕ COMMUNICATION PEDESTAL
 - ⊕ SEPTIC VENT
 - ⊕ SEPTIC LEFT
 - ⊕ WELLS
 - ⊕ WELLS VALVE
 - ⊕ SPOT ELEVATION
 - ⊕ PARCEL BOUNDARY
 - ⊕ ADJACENT PARCEL
 - ⊕ EASEMENT
 - ⊕ EDGE ASPHALT
 - ⊕ EDGE GRAVEL
 - ⊕ FENCE
 - ⊕ TREE LINE
 - ⊕ CONTOUR LINE
 - ⊕ COMMUNICATION LINE
 - ⊕ GAS LINE
 - ⊕ OVERHEAD ELECTRIC LINE
 - ⊕ UNDERGROUND ELECTRIC LINE

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	136.37'	350.00'	24.0173°	S77.2715°W	137.36'

CONTROL POINTS

MONUMENT	NORTHINGS	EASTINGS	ELEVATION	DESCRIPTION
1	2711.2805	1094.6112	178.38	SPK
2	2699.0000	1000.0000	187.10	REBAR
3	2699.0000	1000.0000	187.10	REBAR
4	2697.7885	1028.2883	176.53	4" ALUM. COP

- NOTES**
- THIS DRAWING IS BASED ON A FIELD SURVEY PERFORMED BY EDGE SURVEY AND DESIGN.
 - UTILITY LOCATIONS WERE OBTAINED FOR THIS DRAWING. COMMUNICATION, GAS LINES AND OVERHEAD ELECTRIC LINES SHOWN ARE FROM FIELD LOCATES. UNDERGROUND ELECTRIC LINES SHOWN ON THIS DRAWING FROM HOMER ELECTRIC ASSOCIATION AS-BUILT DRAWINGS.
 - ELEVATIONS SHOWN HEREON ARE NAVD83 ORTHOMETRIC HEIGHTS AS DETERMINED BY AN NGS OPUS SOLUTION HOLDING RECORD 128.
 - THE BASIS OF BEARINGS OF THIS DRAWING FROM MOORING ESTATES SUBDIVISION DUNBAR ADDITION, PLAT NOT RECORDED.
 - THE BASIS OF COORDINATES IS AN ASSUMED COORDINATE SYSTEM.
 - DISTANCES SHOWN HEREON ARE HORIZONTAL U.S. SURVEY FEET DISTANCES REDUCED TO GRID.
 - A TITLE REPORT WAS REFERENCED FOR THIS DRAWING.

REFERENCES

(R1) SAGERSEY SUBDIVISION NO. 2, PLAT 92-43, KENAI RECORDING DISTRICT



CERTIFICATE OF SURVEYOR

I, KEVIN ROBERTSON, LICENSE NO. 16889, CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND UNDER MY DIRECT SUPERVISION AND THAT THE MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS SHOWN AND THAT THE BEARINGS AND DISTANCES THEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

KPB 2026-018

E. NEW BUSINESS

6. Conditional Use Permit; PC Resolution 2026-18

Applicant: AK DOT&PF

Request: To do repair work on Bridge Access Road, including replacing three anadromous culverts within the 50' HPD of multiple anadromous waterbodies.

City of Kenai

Multi-Agency Permit Application

Kenai Peninsula Borough

River Center

514 Funny River Road
Soldotna, Alaska 99669
KenaiRivCenter@kpb.us

Phone: (907) 714-2460
Fax: (907) 260-5992

Fees Received: \$ _____

Cash

Check # _____

CREDIT CARDS NOT ACCEPTED
FOR APPLN FEES

PROPERTY OWNER:

Name: ADNR-DPOR D&C (through agreement w/DOT)
Mailing: 550 W 7th Ave., Suite 1340
Anchorage, AK 99501
Phone: N/A
Email: N/A

AGENT: (if applicable)

Name: Chester Fehrmann (Environmental Impact Analyst)
Mailing: 550 W 7th Ave., Suite 1340
Anchorage, AK 99501
Phone: 907-269-8506
Email: chester.fehrmann@alaska.gov

PROJECT LOCATION:

KPB Parcel ID: DOT ROW
Physical Address: Bridge Access Road
Subdivision: N/A
Lot: N/A Block: N/A Addition/No.: N/A

WATERBODY INFORMATION:

Waterbody: Kenai River, various side streams
River Mile: 4.6
Riverbank: Left Right (looking downstream)

PERMIT FEES:

\$50 - Staff Permit **OR** \$300 - Conditional Use or Floodway Analysis

PROJECT:

New Project **OR** Extension/Amendment to **RC#** _____

Please select all activities that apply to your project:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bank Stabilization | <input type="checkbox"/> Fish & Wildlife Management | <input checked="" type="checkbox"/> Road Construction |
| <input type="checkbox"/> Boat Launch | <input type="checkbox"/> Floating Dock | <input type="checkbox"/> Structure (Accessory) |
| <input checked="" type="checkbox"/> Bridge | <input type="checkbox"/> Fuel Storage Green Infrastructure | <input type="checkbox"/> Structure (Residential) |
| <input type="checkbox"/> Coir Logs | <input type="checkbox"/> In-Stream Structures (Weir) | <input type="checkbox"/> Spruce Tree Revetment |
| <input checked="" type="checkbox"/> Culvert | <input type="checkbox"/> Oil & Gas | <input type="checkbox"/> Stream Crossing |
| <input type="checkbox"/> ELP Structures | <input type="checkbox"/> On-Site Utilities | <input type="checkbox"/> Utility Line/Easement |
| <input type="checkbox"/> Equipment Stream Crossing | <input type="checkbox"/> Prior-Existing Structure | <input type="checkbox"/> Veg Mat |
| <input checked="" type="checkbox"/> Excavation, Dredging, and/or Fill | <input checked="" type="checkbox"/> Revegetation | <input type="checkbox"/> Vegetation Removal |
| <input type="checkbox"/> Fence Installation | <input type="checkbox"/> Root Wads | <input type="checkbox"/> Water Withdrawal |
| | | <input type="checkbox"/> Other: _____ |

PROJECT DESCRIPTION: Provide a detailed description of your project, attach additional pages if necessary.

The purpose of the project is to prolong the life of Bridge Access Road by increasing the lifespan of the roadway and by reducing the possibility for bank erosion caused by a failed culverts while also improving safety. This is a pavement preservation project that will include as necessary; roadside hardware, drainage improvements, intersection improvements, safety improvements, bridge work, ADA improvements, and possible utilities. See Engineering Planset for details. Additional "Project Components" outline is attached as well.

COST-SHARE: Is this project funded by the ADFG-USFWS Cost-Share Program? Yes No

KPB TAX CREDIT PROGRAM: KPB provides a tax credit as partial reimbursement for new habitat protection and restoration projects within 150 feet of anadromous streams. If you would like to pre-qualify for this credit, please provide your estimated project cost(s) below. Do not include grants or other funding assistance:

Elevated Light-Penetrating Structures \$ _____ Other Activities \$ _____
Habitat Restoration & Protection \$ _____ Green Infrastructure \$ _____

PROJECT QUESTIONS:

- 1. Start date: August 2026 End date: September 2027 Estimated Days of Construction: _____
- 2. Is any portion of the work already complete? If yes, please describe: N/A Yes No

- 3. Is your project located on land or waters of an Alaska State Park? Yes No
If yes, you must fill out an Alaska State Parks application at: dnr.alaska.gov/parks/permit

Ordinary High Water (OHW) and Mean High Water (MHW):

- 4. Is the project located within 50 feet of OHW or MHW a waterbody? Yes No
- 5. Does any portion of the project extend below the OHW or MHW of the waterbody? Yes No
- 6. Does any portion of the project cantilever or extend over the MHW of the waterbody? Yes No
- 7. Will anything be placed below OHW or MHW of the waterbody? Yes No

Regulatory Floodplains:

- 8. Is the property where the project is taking place near or within a regulatory floodplain? Yes No
 - a. Is this project within or adjacent to a regulatory floodway? Yes No
 - b. Is this project within or adjacent to a coastal high hazard zone? Yes No
 - c. For new buildings and/or additions, list all project costs (labor, materials, etc.): \$ _____

Excavation, Dredging, and Fill:

- 9. Will material be excavated or dredged from the site? Yes No
 - a. Type of material(s): Vegetative mat, common excavation, muck excavation, waterway excavation, woody debris.
 - b. Area to be dredged below OHW or MHW:
 Length: _____ (ft) Width: _____ (ft) Depth: _____ (ft) Total Cubic Yards: 300
 - c. Area to be excavated above OHW or MHW:
 Length: _____ (ft) Width: _____ (ft) Depth: _____ (ft) Total Cubic Yards: 500
 - d. Location materials will be deposited: Variable- contractor furnished.
- 10. Will any material (including soils, debris, and/or overburden) be used as fill? Yes No
 - a. Type of material(s): Riprap, coarse aggregate, well-graded blends of aggregate, topsoil, salvaged vegetative mat.
 - b. Is this fill permanent or temporary? Permanent Temporary
 - c. Area to be filled above OHW or MHW:
 Length: _____ (ft) Width: _____ (ft) Depth: _____ (ft) Total Cubic Yards: 350
 - d. Area to be filled below OHW or MHW:
 Length: _____ (ft) Width: _____ (ft) Depth: _____ (ft) Total Cubic Yards: 200

Motorized Equipment:

- 11. Will you be using motorized equipment for this project? If yes, please list all equipment: Yes No
Excavator, Paver, Grader, Crane, and other various heavy and light machinery

 - a. Will you be crossing a stream or waterbody? Yes No
 - b. How long will equipment be used below OHW or MHW? ~5 days per culvert

SIGNATURE & CERTIFICATION:

This application is hereby made requesting permit(s) to authorize the work described in this application form. I certify the information in this application is complete and accurate to the best of my knowledge and that my site plans or drawings are attached. If applying for a tax credit, I certify that I have not begun construction of the project and that the project will be constructed to the standards in KPB 5.12 Real Property and Personal Property Taxes, KPB 5.14 Habitat Protection Tax Credit, and other applicable federal, state, and local regulations.

Chester Fehrmann <small>Digitally signed by Chester Fehrmann Date: 2026.02.10 14:27:37 -09'00'</small>	2/10/2026		
Owner Signature (required)	Date	Agent Signature (if applicable)	Date

Bridge Access Road Pavement Preservation Project

-Culvert Replacement Details-

Site 1- North end of Scenic Pull-off

- Anadromous stream AWC 244-30-10010-2009
- Remove 65 x 40 steel pipe; replace with 115' x 96" fish passage culvert
- Excavate
 - Materials: Vegetative mat, common excavation, muck excavation, waterway excavation, woody debris.
 - Volume ABOVE OHW: 150 CY
 - Volume BELOW OHW: 80 CY
- Fill
 - Materials: Riprap, coarse aggregate, well-graded blends of aggregate, topsoil, salvaged vegetative mat.
 - Volume ABOVE OHW: 110 CY
 - Volume BELOW OHW: 50 CY

Site 2- Boat Launch Road

- Anadromous stream AWC 244-30-10010-2007
- Remove 48' steel pipe; replace with 81"x 59" fish passage culvert
- Excavate
 - Materials: Vegetative mat, common excavation, muck excavation, waterway excavation, woody debris.
 - Volume Above OHW: 160 CY
 - Volume Below OHW: 90 CY
- Fill
 - Materials: Riprap, coarse aggregate, well-graded blends of aggregate, topsoil, salvaged vegetative mat.
 - Volume Above OHW: 130 CY
 - Volume Below OHW: 40 CY

Site 3- Just south of Beaver Loop Road

- Anadromous Stream AWC 244-30-10010-2007
- Remove 65x40 steel pipe; replace with 132” structural plate fish passage culvert
- Excavate
 - Materials: Vegetative mat, common excavation, muck excavation, waterway excavation, woody debris.
 - Volume Above OHW: 190 CY
 - Volume Below OHW: 130 CY
- Fill
 - Materials: Riprap, coarse aggregate, well-graded blends of aggregate, topsoil, salvaged vegetative mat.
 - Volume Above OHW: 110 CY
 - Volume Below OHW: 110 CY

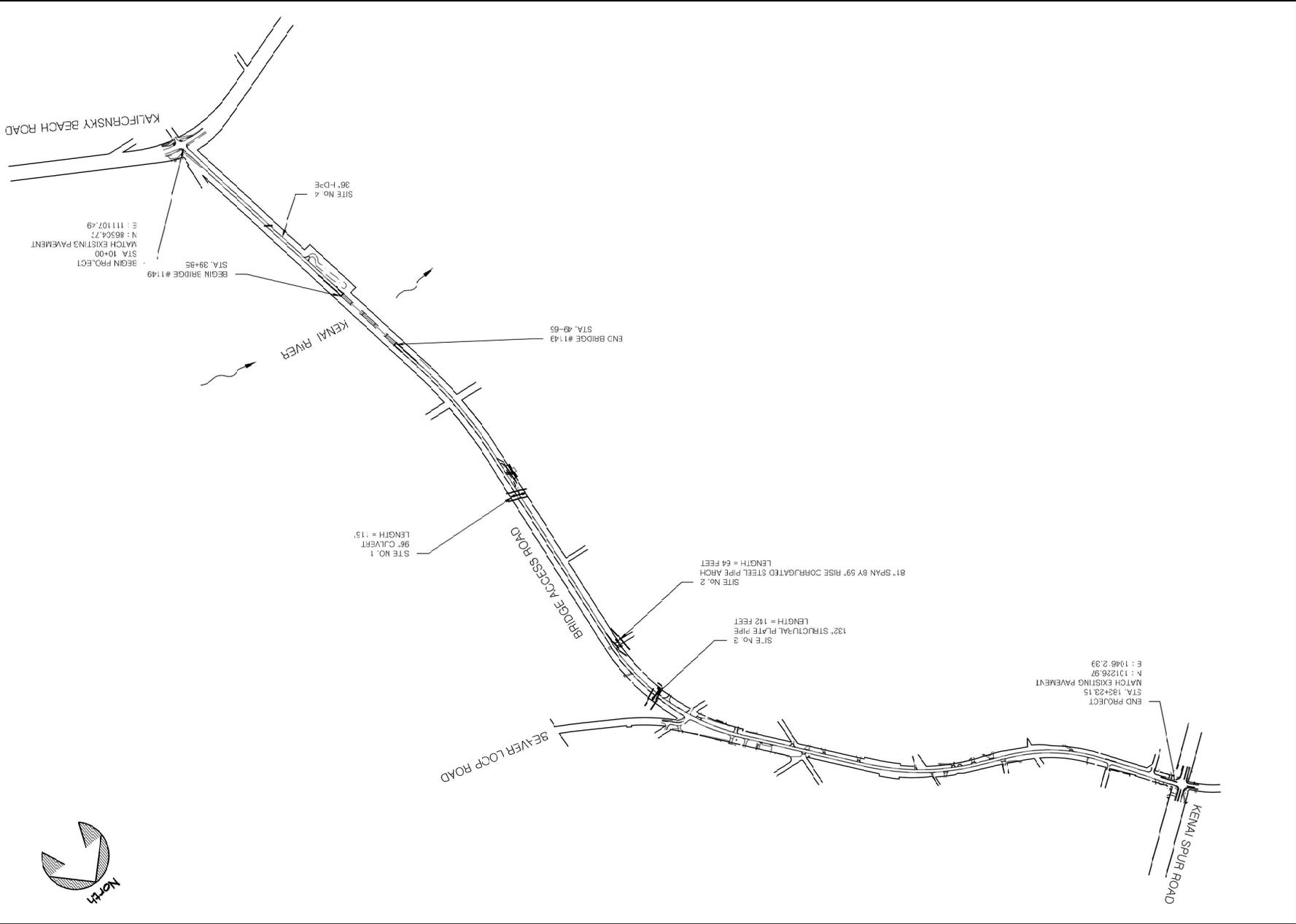
Site 4- South of Kenai River Flats Facility

- Non-anadromous culvert
- Remove 24” x 97’ steel pipe; replace with 36” x97’ HDPE plastic culvert
- Excavate
 - Materials: Vegetative mat, common excavation, muck excavation, waterway excavation, woody debris.
 - Volume Above OHW: 82 CY
 - Volume Below OHW: N/A
- Fill
 - Materials: Riprap, coarse aggregate, well-graded blends of aggregate, topsoil, salvaged vegetative mat.
 - Volume Above OHW: 82 CY
 - Volume Below OHW: N/A



KRSMA: Bridge Access Road Pavement Preservation
-Culvert Locations with Properties and Imagery-

KALIFORNISKY BEACH ROAD

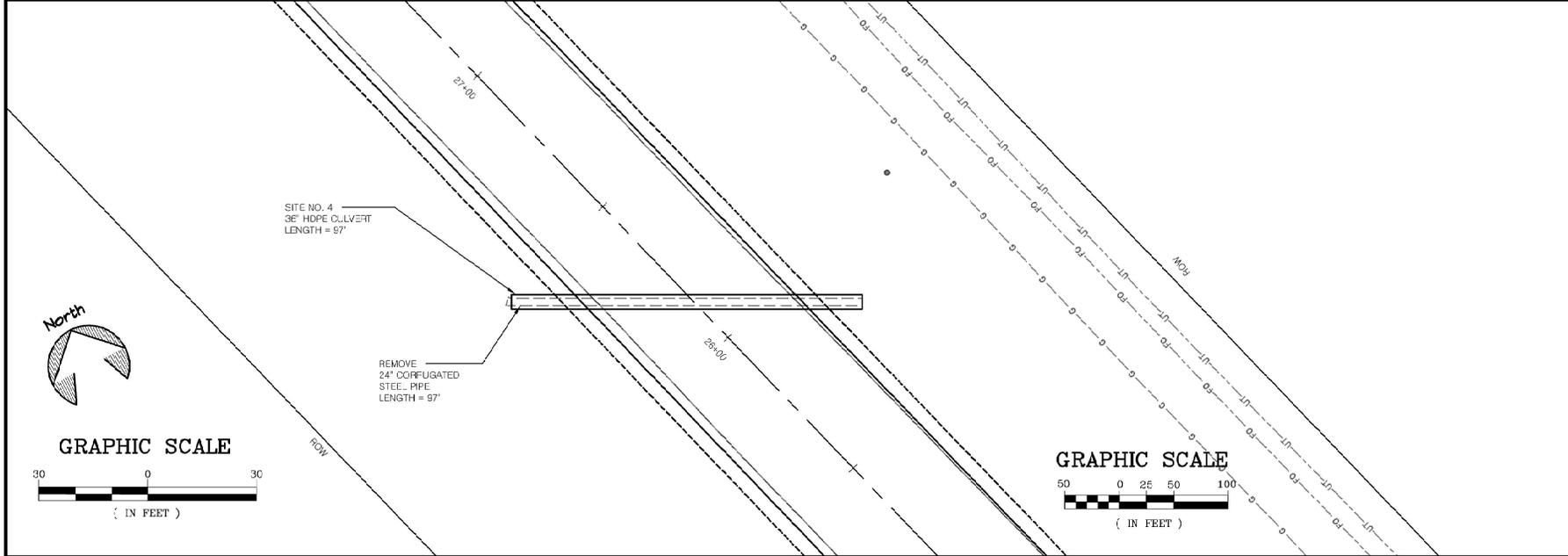
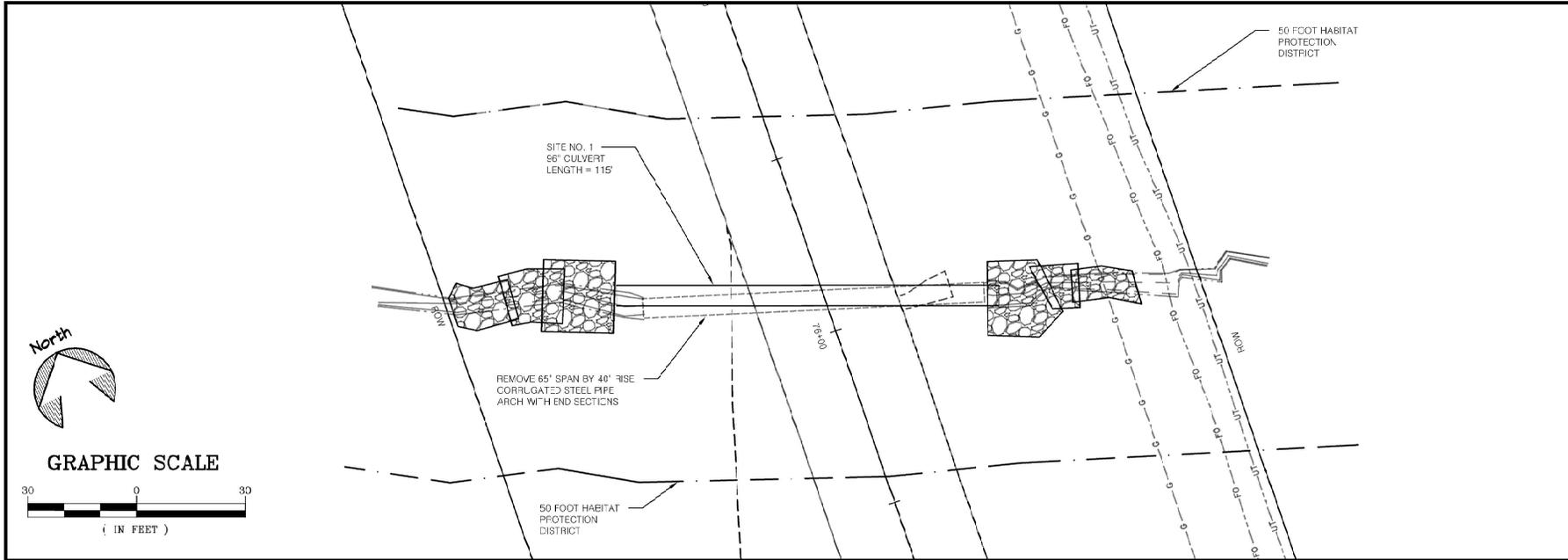


OF XX SHEETS
P1
SHEET
DATE: NOV 2025
REV EMBED: D&C
DRAWM: D&C
PREPARED: HGS

STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES
 PLANS DEVELOPED BY: DIVISION OF PARKS AND OUTDOOR RECREATION
 550 W 7TH AVE, SUITE 1340, ANCHORAGE, AK 99501 - 907.269.8731

KENAI BRIDGE ACCESS ROAD
 PAVEMENT PRESERVATION
 PROJECT NO. CFHWY00830

OVERVIEW



STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES
 PLANS DEVELOPED BY: DIVISION OF PARKS AND OUTDOOR RECREATION
 550 W 7TH AVE. SUITE 1340, ANCHORAGE, AK 99501 - 907.269.8731



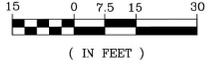
PREPARED: RCS
 DRAWN: D&C
 REV EWED: D&C
 DATE: NOV 2025

SHEET
P2
 OF XX SHEETS

KENAI BRIDGE ACCESS ROAD
 PAVEMENT PRESERVATION
 PROJECT No. CFHWY00830

SITE NO. 1 CULVERT DESIGN

GRAPHIC SCALE



50 FOOT HABITAT PROTECTION DISTRICT

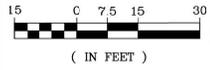
SITE NO. 2
81' SPAN BY 59' RISE CORRUGATED STEEL PIPE ARCH

BOAT LAUNCH ROAD

REMOVE 48" CORRUGATED STEEL PIPE

50 FOOT HABITAT PROTECTION DISTRICT

GRAPHIC SCALE



50 FOOT HABITAT PROTECTION DISTRICT

SITE NO. 3
132' STRUCTURAL PLATE PIPE

BRIDGE ACCESS ROAD

REMOVE 65' SPAN BY 40' RISE CORRUGATED STEEL PIPE ARCH WITH END SECTIONS

50 FOOT HABITAT PROTECTION DISTRICT

STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES
PLANS DEVELOPED BY: DIVISION OF PARKS AND OUTDOOR RECREATION
550 W 7TH AVE. SUITE 1340, ANCHORAGE, AK 99501 - 907.269.8731



PREPARED: RCS
DRAWN: D&C
FEW EWD: D&C
DATE NOV 2025

SHEET
P3
OF XX SHEETS

SITE NO. 2 & NO. 3
CULVERT DESIGN

KENAI BRIDGE ACCESS ROAD
PAVEMENT PRESERVATION
PROJECT No. CFHWY00830

**Conditional Use Permit
Anadromous Waters Habitat Protection District
Staff Report**

PC Res No. 2026-18
Planning Commission Meeting: Monday, March 16, 2026
Applicant State of Alaska Department of Parks and Recreation
Mailing Address 550 W 7th Ave. Suite 1340
Anchorage, AK 99501
Physical Location Bridge Access Road, Kenai Alaska

Project Description

A Conditional Use Permit is sought pursuant to KPB 21.18 for the construction of replacement culverts within the 50-foot Habitat Protection District of multiple Waterbodies, as established in KPB 21.18.040.

Background Information

The purpose of the project is to prolong the life of Bridge Access Road by increasing the lifespan of the roadway and by reducing the possibility for bank erosion caused by a failed culverts while also improving safety. This is a pavement preservation project that will include as necessary; roadside hardware, drainage improvements, intersection improvements, safety improvements, bridge work, ADA improvements, and possible utilities.

Project Details within the 50-foot Habitat Protection District

Site 1- northern end of scenic pull out

- remove 65 x 40 steel pipe and replace it with a 115' x96" fish passage culvert
- excavate approx. 230 cubic yards and fill approx. 160 cubic yards

Site 2- boat launch pad

- remove 48' steel pipe and replace with 81" x 59" fish passage culvert
- excavate approx. 250 cubic yards and fill approx. 170 cubic yards

Site 3- just south of Beaver Loop Road

- remove 65"x40' steel pipe, replace with 132' structural plate culvert

- excavate approx. 320 cubic yards and fill approx. 220 cubic yards

Findings of fact pursuant to KPB 21.18.081 Conditional Use Permit

1. Portions of this proposed project are within the 50-foot habitat protection district as defined by KPB 21.18.040.
2. Pursuant to KPB 21.18.081(B)(2), construction of transportation and utility infrastructure may be approved as a conditional structure/use within the habitat protection district.
3. Pursuant to 21.18.081(D) General Standards, staff finds that the proposed project meets the five general standards.
4. Pursuant to KPB 21.18.020(A), this chapter was established to protect and preserve the stability of anadromous fish through controlling shoreline alterations and disturbances along anadromous waters and to preserve nearshore habitat.
5. Pursuant to KPB 21.18.20(B)(5), one purpose of this chapter was established to separate conflicting land uses.
6. The culvert has been designed to meet Tier I fish passage criteria in accordance with the *DOT&PF/ADFG Memorandum of Agreement for Designing, Permitting and Construction of Culverts for Fish Passage*, which will lead to an improvement in fish passage and fish habitat at this site, as supported by KPB 21.18.020(E).
7. The purpose of the proposed project is to extend the service life of the facility, increase transportation capacity and enhance overall safety of Bridge Access Road, supported by KPB 21.18.010(G).
8. Pursuant to KPB 21.06.081(D)(3), the proposed work will occur on the applicant's property and shall not have an adverse effect on adjoining properties.
9. Pursuance to KPB 21.18.140, the proposed project meets the definition of water dependent.
10. The River Center found the application complete and scheduled a public hearing for Monday, March 16, 2026.
11. Agency review was distributed on 02/27/26. No comments or objections have been received from resource agencies to date.
12. Pursuant to KPB 21.11.030, public notice was mailed to all property owners within a radius of 300 feet of the project on 02/27/26. A total of 6 mailings were sent.
13. Pursuant to KPB 01.08.180 (B) (1) (3), public notice was posted.
14. The applicant is currently in compliance with Borough permits and ordinances.

Permit Conditions

1. Construction techniques and best management practices shall be utilized to ensure that land disturbing activities do not result in runoff or sedimentation to the multiple Waterbodies.
2. Though the project is within Kenai city limits and exempt from floodplain requirements, the replacement culverts should be designed and installed to meet KPB floodplain requirements.

3. The permittee shall minimize damage to all vegetation and shall revegetate all disturbed areas with native vegetation.
4. For each tree removed, two seedlings less than 5.5-feet tall of a species native to the region will be planted within the 50-foot HPD.
5. Storage or use of fuel is prohibited within 50-feet of any open water.
6. The River Center shall be notified at least 3 days prior to the start of the project.
7. If changes to the approved project described above are proposed prior to or during its siting, construction, or operation, the permittee is required to notify the River Center to determine if additional approval is required.
8. The permittee shall be held responsible for the actions of the contractors, agents, or others who perform work to accomplish the approved plan.
9. The construction or installation phase of this Conditional Use Permit must be completed within six calendar years from the date of the permit's issuance, or the Conditional Use Permit shall expire unless the Planning Commission finds that more time is necessary to effectuate the purposes of this chapter, in which case the commission may extend the deadline for a maximum of six years from the date of issuance. Prior to its expiration date and upon written request, the Planning Director may grant a Conditional Use Permit extension for 12 months (KPB 21.18.081 (H)).
10. In addition to the penalties provided by KPB 21.18.110, and pursuant to KPB 21.50, the permit may be revoked if the permittee fails to comply with the provisions of this chapter or the terms and conditions of a permit issued under this chapter. The Borough Clerk shall provide at least 15 day's written notice to the permittee of a revocation hearing before the hearing officer (KPB 21.18.082).
11. The permittee shall comply with the terms, conditions and requirements of the Kenai Peninsula Borough Code of Ordinances Chapter 21.18, and any regulations adopted pursuant to this chapter.
12. The permittee is responsible for abiding by all other federal, state, and local laws, regulations, and permitting requirements applicable to the project (KPB 21.18.081 (G)).

General Standards

Pursuant to 21.18.081(D) General Standards, the following standards shall be met before conditional use approval may be granted:

1. The use or structure will not cause significant erosion, sedimentation, damage within the habitat protection district, an increase in ground or surface water pollution, and damage to riparian wetlands and riparian ecosystems; **Conditions 1, 3 and Finding 4 appear to support this standard.**
2. Granting of the conditional use shall be consistent with the purposes of this chapter, the borough comprehensive plan, other applicable chapters of the borough Code, and other

applicable planning documents adopted by the borough; **Conditions 6, 11 and Findings 1-5 appear to support this standard.**

3. The development of the use or structure shall not physically damage the adjoining property; **Findings 5 and 8 appear to support this standard.**
4. The proposed use or structure is water-dependent; **Findings 1 and 10 appear to support this standard.**
5. Applicant's or owner's compliance with other borough permits and ordinance requirements; **Conditions 11, 12 and Finding 14 appear to support this standard.**

Attachments

Multi-Agency Application
Draft Resolution 2026-18

Recommendation

Based on the findings, staff finds that the proposed project meets the five general standards of KPB 21.18.081. The Planning Commission could consider additional permit conditions to mitigate for any habitat loss if it chooses.

Staff recommends the Planning Commission grant a Conditional Use Permit for the proposed project details subject to adopted conditions as set forth in 2026-18.

Note: An appeal of a decision of the Planning Commission may be filed to the Hearing Officer, in accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances, Chapter 21.20.250. An appeal must be filed with the Borough Clerk within 15 days of date of the notice of the decision using the proper forms and be accompanied by the filing and records preparation fee.

END OF STAFF REPORT

KENAI PENINSULA BOROUGH PLANNING COMMISSION

RESOLUTION 2026-18

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT PURSUANT TO KPB 21.18 FOR THE CONSTRUCTION OF THREE CULVERTS WITHIN THE 50-FOOT HABITAT PROTECTION DISTRICT OF MULTIPLE WATERBODIES ON BRIDGE ACCESS ROAD.

WHEREAS, Chapter 21.18 provides for the approval of Conditional Use Permits for certain activities within the habitat protection district; and

WHEREAS, KPB 21.18.081 provides that a conditional use permit is required for construction not meeting the standards of KPB 21.18.071; and

WHEREAS, KPB 21.18.091 provides for mitigation measures by the planning department staff to address impacts to the Habitat Protection District from a proposed, ongoing, or completed project; and

WHEREAS, public notice was sent to all property owners within a 300-foot radius of the proposed activity as provided in Section 21.11.030; and

WHEREAS, public notice was posted as provided in Section 01.08.180 (B) (1) (3); and

WHEREAS, public testimony was received at the Monday, March 16, 2026 meeting of the Kenai Peninsula Borough Planning Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

That the Planning Commission makes the following findings of fact pursuant to KPB 21.18:

Section 1. Project Details Within the 50-foot Habitat Protection District

ADOT is going to be upgrading the road surface, anadromous culverts and doing pavement preservation along Bridge Access Road between Kenai Spur Highway and KBeach road. The culverts along this route are at listed below, with the size changes and the amounts of materials used.

Site 1- northern end of scenic pull out

- remove 65 x 40 steel pipe and replace it with a 115' x96" fish passage culvert

- excavate approx. 230 cubic yards and fill approx. 160 cubic yards

Site 2- boat launch pad

- remove 48' steel pipe and replace with 81" x 59" fish passage culvert
- excavate approx. 250 cubic yards and fill approx. 170 cubic yards

Site 3- just south of Beaver Loop Road

- remove 24"x97" steel pipe, replace with 36"x97' HDPE plastic culvert
- excavate approx. 82 cubic yards and fill approx. 82 cubic yards

Section 2. Findings of fact pursuant to KPB 21.18.081

1. Portions of this proposed project are within the 50-foot habitat protection district as defined by KPB 21.18.040.
2. Pursuant to KPB 21.18.081(B)(2), construction of transportation and utility infrastructure may be approved as a conditional structure/use within the habitat protection district.
3. Pursuant to 21.18.081(D) General Standards, staff finds that the proposed project meets the five general standards.
4. Pursuant to KPB 21.18.020(A), this chapter was established to protect and preserve the stability of anadromous fish through controlling shoreline alterations and disturbances along anadromous waters and to preserve nearshore habitat.
5. Pursuant to KPB 21.18.20(B)(5), one purpose of this chapter was established to separate conflicting land uses.
6. The culvert has been designed to meet Tier I fish passage criteria in accordance with the DOT&PF/ADFG Memorandum of Agreement for Designing, Permitting and Construction of Culverts for Fish Passage, which will lead to an improvement in fish passage and fish habitat at this site, as supported by KPB 21.18.020(E).
7. The purpose of the proposed project is to extend the service life of the facility, increase transportation capacity and enhance overall safety of Bridge Access Road, supported by KPB 21.18.010(G).
8. Pursuant to KPB 21.06.081(D)(3), the proposed work will occur on the applicant's property and shall not have an adverse effect on adjoining properties.
9. Pursuance to KPB 21.18.140, the proposed project meets the definition of water dependent.
10. The River Center found the application complete and scheduled a public hearing for Monday, March 16, 2026.
11. Agency review was distributed on 02/27/26. No comments or objections have been received from resource agencies to date.

12. Pursuant to KPB 21.11.030, public notice was mailed to all property owners within a radius of 300 feet of the project on 02/27/26. A total of 6 mailings were sent.
13. Pursuant to KPB 01.08.180 (B) (1) (3), public notice was posted.
14. The applicant is currently in compliance with Borough permits and ordinances.

Section 3. Permit Conditions

1. Construction techniques and best management practices shall be utilized to ensure that land disturbing activities do not result in runoff or sedimentation to the Multiple Waterbodies.
2. Though the project is within the Kenai city limits and exempt from floodplain requirements, the replacement culverts must be designed and installed to meet KPB floodplain requirements.
3. The permittee shall minimize damage to all vegetation and shall revegetate all disturbed areas with native vegetation.
4. For each tree removed, two seedlings less than 5.5-feet tall of a species native to the region will be planted within the 50-foot HPD.
5. Storage or use of fuel is prohibited within 50-feet of any open water.
6. The River Center shall be notified at least 3 days prior to the start of the project.
7. If changes to the approved project described above are proposed prior to or during its siting, construction, or operation, the permittee is required to notify the River Center to determine if additional approval is required.
8. The permittee shall be held responsible for the actions of the contractors, agents, or others who perform work to accomplish the approved plan.
9. The construction or installation phase of this Conditional Use Permit must be completed within six calendar years from the date of the permit's issuance, or the Conditional Use Permit shall expire unless the Planning Commission finds that more time is necessary to effectuate the purposes of this chapter, in which case the commission may extend the deadline for a maximum of six years from the date of issuance. Prior to its expiration date and upon written request, the Planning Director may grant a Conditional Use Permit extension for 12 months (KPB 21.18.081 (H)).
10. In addition to the penalties provided by KPB 21.18.110, and pursuant to KPB 21.50, the permit may be revoked if the permittee fails to comply with the provisions of this chapter or the terms and conditions of a permit issued under this chapter. The Borough Clerk shall provide at least 15 day's written notice to the permittee of a revocation hearing before the hearing officer (KPB 21.18.082).

11. The permittee shall comply with the terms, conditions and requirements of the Kenai Peninsula Borough Code of Ordinances Chapter 21.18, and any regulations adopted pursuant to this chapter.
12. The permittee is responsible for abiding by all other federal, state, and local laws, regulations, and permitting requirements applicable to the project (KPB 21.18.081 (G)).

Section 4. Pursuant to 21.18.081(D) General Standards, the following standards shall be met before conditional use approval may be granted:

1. The use or structure will not cause significant erosion, sedimentation, damage within the habitat protection district, an increase in ground or surface water pollution, and damage to riparian wetlands and riparian ecosystems; **Conditions 1, 3 and Finding 4 appear to support this standard.**
2. Granting of the conditional use shall be consistent with the purposes of this chapter, the borough comprehensive plan, other applicable chapters of the borough Code, and other applicable planning documents adopted by the borough; **Conditions 6, 11 and Findings 1-5 appear to support this standard.**
3. The development of the use or structure shall not physically damage the adjoining property; **Findings 5 and 8 appear to support this standard.**
4. The proposed use or structure is water-dependent; **Findings 1 and 10 appear to support this standard.**
5. Applicant's or owner's compliance with other borough permits and ordinance requirements. **Conditions 11, 12 and Finding 14 appears to support this standard.**

THIS CONDITIONAL USE PERMIT EFFECTIVE ON _____ DAY OF _____, 2026.

 Jeremy Brantley, Chairperson
 Planning Commission

ATTEST:

 Ann Shirnberg
 Administrative Assistant

Note: An appeal of a decision of the Planning Commission may be filed to the hearing officer, in accordance with the requirements of the KPB Code of Ordinances, Chapter 21.20.250. An appeal must be filed with the Borough Clerk within 15 days of date of the notice of the decision using the proper forms and be accompanied by the filing and records preparation fee.



**KENAI PENINSULA BOROUGH RIVER CENTER
NOTICE OF PUBLIC HEARING**

The Kenai Peninsula Borough received an application for a Conditional Use Permit under KPB 21.18.081 for a project within the 50-foot Habitat Protection District (HPD) of multiple Anadromous waterbodies along Bridge Access Road. This project has been scheduled for a public hearing before the Kenai Peninsula Borough Planning Commission.

Why are you receiving this notice?

Per code, property owners within 300 feet of the proposed project must receive notice of the public hearing. This project is located along Bridge Access Road, in Kenai, Alaska. Our records indicate that you are a property owner within 300 feet of that parcel.

Project Description:

ADOT is going to be upgrading the road surface, enlarging anadromous culverts and doing pavement preservation along Bridge Access Road within the 50-foot HPD of the un-named anadromous streams.

How can you look at the application?

The meeting packet will be posted the week prior to the meeting. Once it has been posted it can be viewed at <https://kpb.legistar.com/Calendar> or by scanning this QR code with your phone:



How do you attend the Planning Commission meeting?

- When:** Monday, March 16, 2026 at 7:30 pm or as soon thereafter as business permits
- Where:** This meeting will be held in the Betty J. Glick Chambers, George A. Navarre Borough Administration Building located at 144 North Binkley Street, Soldotna.
- Zoom:** Meeting ID 907 714 2200
<https://us06web.zoom.us/j/9077142200>
 1-888-788-0099 or 1-877-853-5247
 Or other audio or video conferencing means whenever technically feasible

How do I comment on the project?

You can provide verbal comment at the meeting (see information above). You may also submit written comments. **Written comments must be received by 1:00 pm Friday, March 13, 2026.**

Mail comments to:
Donald E. Gilman River Center
514 Funny River Road
Soldotna, Alaska 99669

Email comments to:
KenaiRivCenter@kpb.us

For additional information, please contact Morgan Aldridge at MAldridge@kpb.us or 907-714-2465.

E. NEW BUSINESS

- 7. Street Naming Resolution 2026-01: Renaming Faye Circle to Wright Circle**

AGENDA ITEM E NEW BUSINESS

3. Rename Faye Circle per plat KN 83-156 Pavilion Sub Part 2; Section 22, T05N, R10W; Seward Meridian, Kenai Peninsula Borough, AK; in the Ridgeway Community; ESN 302.

STAFF REPORT

PC MEETING: March 16, 2026

Applicant: Ben E Wright

Existing right-of-way names: Faye Circle

Name proposed by petitioner: Wright Circle

Reason for Change: Petition from property owner

Background:

Name	Faye Cir
ESN	302
Community	Ridgeway
YR Named	1983
Constructed	Yes
Total Lots	8
Residential	8
Commercial	0
E911 Address	3
Mailing	1
Decision	Rename

Review and Comments:

Notice was sent by regular mail to the property owners of the affected parcels adjoining road, as listed on the KPB tax roll.

No further comment from the property owner was received by the writing of this staff report.

The road name request was emailed to the Kenai Peninsula Borough Road Service Area (RSA) and Central Emergency Services for review. RSA and CES provided statements non-objection.

Staff Discussion:

A petition was received from a property owner on Faye Circle. The petition was signed by two of the three property owners fronting the street.

Faye Circle originally dedicated in 1983 by Pavilion Subdivision Part 2, is a borough maintained road that provided access to 8 lots.

Staff reviewed the suggested name and finds no conflict. The name Wright Street is in use within the City of Homer, but that is not the same or adjacent ESN.

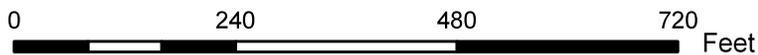
STAFF RECOMMENDATION: Rename Faye Circle to **WRIGHT CIRCLE** by adoption of Resolution SN 2026-01.

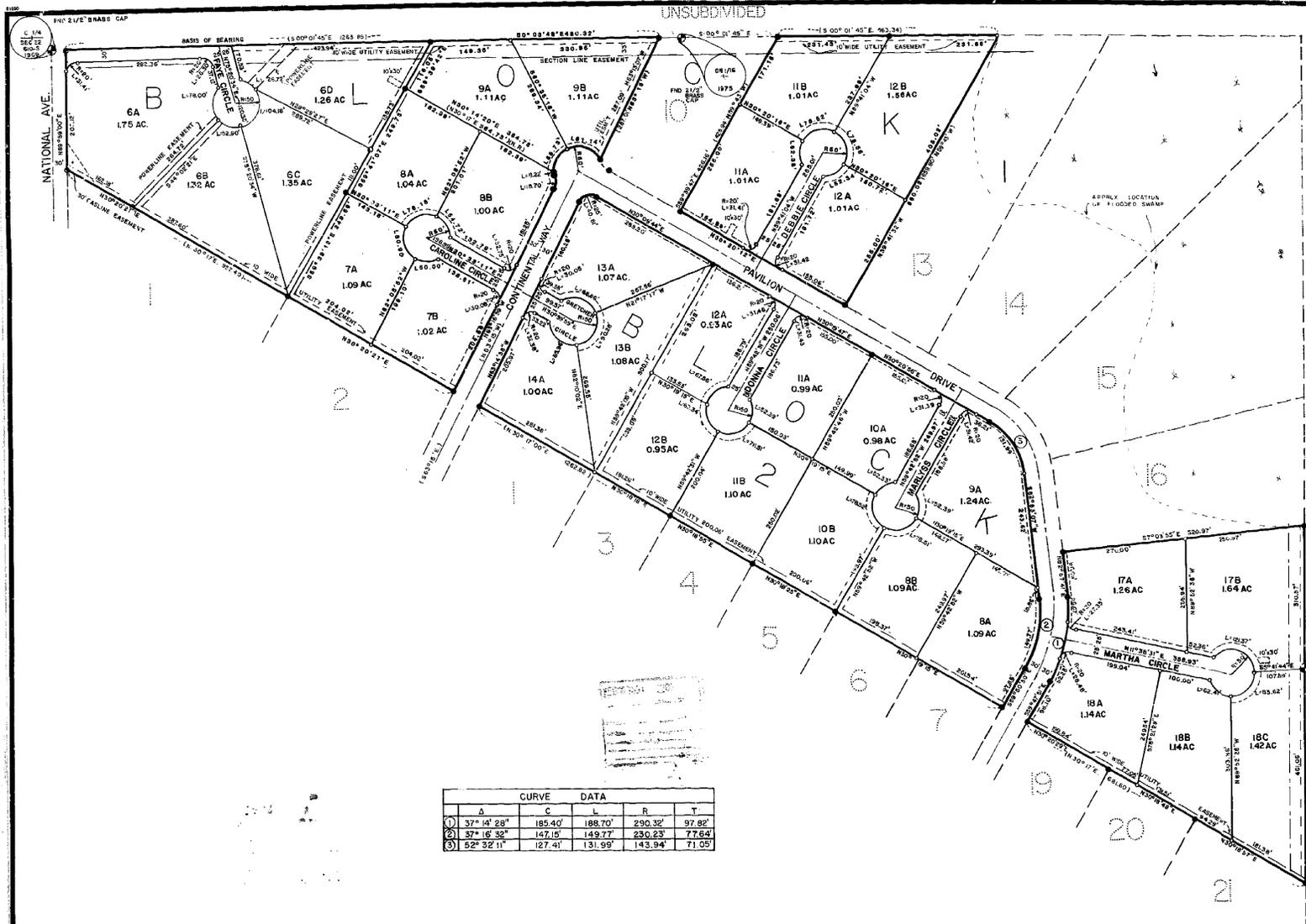
END OF STAFF REPORT



-  Street to Rename
-  TaxParcels

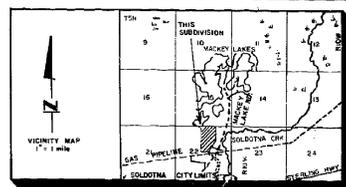
T05N-R10W SEC 22
Ridgeway ESN 302





	Δ	C	L	R	T
①	37° 14' 28"	185.40'	188.70'	290.32'	97.82'
②	37° 16' 32"	147.15'	149.77'	230.23'	77.64'
③	52° 32' 11"	127.41'	131.99'	143.94'	71.03'

- LEGEND**
- ⊕ MONUMENT (Found this survey)
 - ⊕ MONUMENT (Set this survey)
 - 1/2" REBAR (Found this survey)
 - 5/8" x 30" REBAR W/1/2" AL SERV CAP (Set this survey)
 - () RECORD DATUM K.R.D. 76-15



CERTIFICATE of OWNERSHIP and DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNER(S) OF THE PROPERTY SHOWN & DESCRIBED HEREON & THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION & DEDICATE ALL RIGHT-OF-WAYS & PUBLIC AREAS TO PUBLIC USE & GRANT ALL EASEMENTS TO THE USE SHOWN.

Kenneth W. Hime, Jr. & Patsy Alexander & Hime (Co-Prop.)
 ONE BRUSH AC
 KENNETH W. HIME, JR. PRES. ALEXANDER & HIME (CO-PROP.)
 BOX 2340
 SELDOVIA, ALASKA 99585

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 14 DAY of June 1983 FOR KENNETH W. HIME, JR. & PATSY ALEXANDER & HIME

Valerie S. Jones
 STATE OF ALASKA
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 2/21/86

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF May 9, 1983

KENAI PENINSULA BOROUGH
Robert
 AUTHORIZED OFFICIAL

CERTIFICATE OF ANALYSIS BY THE
 DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 This subdivision has been reviewed in accordance with
 18 AAC 02.050 and is approved subject to any noted restrictions.
William G. ... 7/28/83
 SIGNATURE TITLE DATE



UNSUBD.



- NOTES:**
- 1 PROPOSED LAND USES ARE RECREATIONAL, RESIDENTIAL & AGRICULTURAL.
 - 2 A SETBACK OF 20 FEET IS REQ'D FROM ALL STREET RIGHT-OF-WAYS UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
 - 3 ALL WASTEWATER DISPOSAL SYSTEMS SHALL COMPLY WITH EXISTING LAWS AT THE TIME OF CONSTRUCTION.
 - 4 AS PER STAFF RECOMMENDATION 3 RESTRICT LOTS TO INTERIOR ACCESS ONLY ALONG CONTINENTAL AND PAVILION DRIVE.

PAVILION SUBDIVISION, PART 2
PAVILION PARK ESTATES ADDITION
 REPORT OF LOTS
 6,7,8,9,11,12,17,18 BLOCK 1
 6,9,10,11,12,15,14 BLOCK 2

LOCATED WITHIN
 R.D. BOX 1574 SELDOVIA, ALASKA 99669
 CONTAINING 3673 ACRES

DOWLING-RICE and ASSOCIATES
 ENGINEERS 282-8411 SHELBY

DATE: 4/23/83 SHEET: 1 OF 1
 DRAFTER: MEF
 CHECKED: CR SURVEYED: 6/83

KENAI PENINSULA BOROUGH
PLANNING COMMISSION RESOLUTION

RESOLUTION SN 2026-01

RENAMING CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN SECTION 22, T5N, R10W; SEWARD
MERIDIAN; WITHIN EMERGENCY SERVICE NUMBER (ESN) 302

WHEREAS, a petition was received to change the name of Faye Circle to Wright Circle; and

WHEREAS, renaming of roads shall be in accordance with section 14.10.050; and

WHEREAS, on March 16, 2026 public hearings were held by the Kenai Peninsula Borough Planning Commission to address all concerns about the proposed street name changes; and

WHEREAS, Chapter 14.10 of the Kenai Peninsula Borough Code of Ordinances authorizes the Planning Commission to accomplish street name changes by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

Section 1. That the right-of-way listed below are renamed as follows:

DESCRIPTION	FROM	TO	BASE MAP
a. Faye Circle originally dedicated by Plat KN 83-156 Pavilion Sub Part Two; Section 22, T5N, R10W; Seward Meridian, AK in the Ridgeway community; ESN 302	Faye Circle	Wright Circle	KR-17

Section 2. That according to Kenai Peninsula Borough Code of Ordinance 14.10.030, the official street name map, 1:500 scale series base maps, Kenai River 17; is hereby amended to reflect these changes.

Section 3. That the map showing the location of the renamed rights-of-way be attached to, and made a permanent part of this resolution.

Section 4. That this Resolution takes effect immediately upon adoption.

ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH THIS 16th DAY OF MARCH, 2026.

Jeremy Brantley, Chairperson
Planning Commission

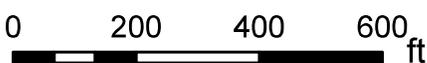
State of Alaska
Kenai Peninsula Borough

Signed and sworn to (or affirmed) in my presence this _____ day of _____ 2026 by

_____.

Notary Public

My Commission expires _____



T05N R10W Section 22 ESN 302 Ridgeway



Planning Department

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

PETITION TO NAME / RENAME A STREET

Kenai Peninsula Borough Planning Department
ATTENTION: E911 Addressing Officer
144 North Binkley Street Soldotna, AK 99669-7520 (907) 714-2200

Petitioner's Name: (Please Print) BEN E. WRIGHT

Mailing Address: 36600 FAYE CIR

E-mail Address: CRESTMARK@COX.NET

Telephone: 602 290 8899

Current Street Name: FAYE CIR

Proposed Street Name: WRIGHT CIR

Location of Current Street: Township: _____ Range: _____ Section: _____
 Subdivision: PAVILION SUB PART 5 LOT 6B-1

The Right-of-Way is: (Please Check)	Public	Private
Is the Right-of-Way in use?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is the road constructed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a street sign along the Right-of-Way?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Reason for Requested Change: I will ~~sub~~ build down the road on all lots and I do not like the name.

- List Three (3) Choices for a new Street Name, in order of preference.
1. WRIGHT
 2. _____
 3. _____

New Name Suggestions must not be on the Road Inventory List which can be found at:
https://www.kpb.us/images/KPB/PLN/911/Road_Inventory.pdf

New Street Names must be checked, and approved by the E911 Addressing Officer by email addressing@kpb.us; fax 714-2378; or phone 714-2200.

To be considered complete, the application must be accompanied by the following items:

1. Petition signed by property owners (see instructions).
2. A map showing the road to be named and surrounding property.
3. The filing and sign fees are established by KPB Planning Commission Resolutions 96-22 and 85-3, as follows:
 - (A) For name changes or naming of public street dedications other than those named during the subdivision process:

Check Applicable Boxes

- | | | | |
|-----|--|-------|-------------------------------------|
| (1) | Street Naming Petition and Hearing Advertising Fee | \$300 | <input checked="" type="checkbox"/> |
| (2) | Installation of each new Borough Service Area Sign, Post, etc. (per sign) | \$450 | <input checked="" type="checkbox"/> |
| (3) | Replacement of existing Borough Service Area Sign, due to change where no post is needed. (per sign) | \$ 80 | <input checked="" type="checkbox"/> |

The minimum fee shall be either a combination of 1 and 2 OR 1 and 3 above; however, all signs that need to be changed and / or maintained by a Borough Service Area must be paid for upon completion of the project.

(B) For Private Road Naming:

- | | | | |
|-----|--|--------|--------------------------|
| (1) | Street Naming Petition and Hearing Advertising Fee | \$300 | <input type="checkbox"/> |
| (2) | Installation of each new Borough Service Area sign, Post, etc. (per sign) | \$150 | <input type="checkbox"/> |
| (3) | Replacement of existing Borough Service Area Sign, due to change where no post is needed. (per sign) | \$ 80 | <input type="checkbox"/> |
| (4) | If no signs are required | No Fee | <input type="checkbox"/> |

TOTAL FEE SUBMITTED \$ 380

Additionally, if the Right-of-Way was created by a document other than a recorded plat, a copy of that document must be submitted with this application.

NOTE: INCOMPLETE APPLICATIONS WILL BE RETURNED.

I, the undersigned, hereby affirm that all information made part of this application is true, correct and complete to the best of my knowledge.



Signature

1/5/2026

Date

PETITION FOR RENAMING A STREET

Existing Road Name: FAYE CIR

Proposed Road Name: WRIGHT CIR

Name of Primary Petitioner: Don E. Wright

Identify the Owners of Land affected (include mortgage holders, contract holders and, if owned by a corporation or partnership, provide the needed authority to sign):

Name (print): BEN E WRIGHT Phone: 602 290 8899

Signature: Ben E Wright

Mailing Address: 3660 FAYE CIR

Legal Description: PAVILION SUB PART 5 LOT 6B-1

Name (print): _____ Phone: _____

Signature: _____

Mailing Address: _____

Legal Description: _____

Name (print): _____ Phone: _____

Signature: _____

Mailing Address: _____

Legal Description: _____

Name (print): _____ Phone: _____

Signature: _____

Mailing Address: _____

Legal Description: _____

Name (print): _____ Phone: _____

Signature: _____

Mailing Address: _____

Legal Description: _____

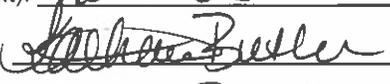
PETITION FOR RENAMING A STREET

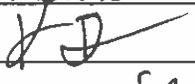
Existing Road Name: FAYE CIR

Proposed Road Name: WRIGHT CIR

Name of Primary Petitioner: BEN WRIGHT

Identify the Owners of Land affected (include mortgage holders, contract holders and, if owned by a corporation or partnership, provide the needed authority to sign):

Name (print): Katherine Anderson-Butler Phone: (907) 841-6185
 Signature:  Physical: 42520 National Ave.
 Mailing Address: PO Box 904 Kenai, AK 99611 Soldotna, AK 99669
 Legal Description: 42520 National Ave. Soldotna, AK 99669

Name (print): Kenneth Butler Phone: 907-398-1622
 Signature: 
 Mailing Address: SAME AS ABOVE
 Legal Description: _____

Name (print): _____ Phone: _____
 Signature: _____
 Mailing Address: _____
 Legal Description: _____

Name (print): _____ Phone: _____
 Signature: _____
 Mailing Address: _____
 Legal Description: _____

Name (print): _____ Phone: _____
 Signature: _____
 Mailing Address: _____
 Legal Description: _____

Pace, Rhealyn

From: Browning, Roy
Sent: Tuesday, February 17, 2026 3:17 PM
To: Pace, Rhealyn; Uhlin, Dil
Subject: RE: PC meeting March 16, 2026 Street Name Res 2026-01

No objections from CES

From: Pace, Rhealyn <rpace@kpb.us>
Sent: Tuesday, February 17, 2026 9:45 AM
To: Uhlin, Dil <duhlin@kpb.us>; Browning, Roy <RBrowning@kpb.us>
Subject: PC meeting March 16, 2026 Street Name Res 2026-01

Hello,

Please see attached Public Hearing Notice for renaming Faye Circle. This is an RSA maintained road in the Ridgeway area. Please provide any comments by March 4, for the PC meeting scheduled March 16, 2026.

Thank you,

Rhealyn Pace

Addressing Officer

Office: (907) 714-2200

PUBLIC RECORDS LAW DISCLOSURE: This email and responses to this email may be considered a public record under the law.

Pace, Rhealyn

From: Uhlin, Dil
Sent: Tuesday, February 17, 2026 12:24 PM
To: Pace, Rhealyn; Browning, Roy
Subject: RE: PC meeting March 16, 2026 Street Name Res 2026-01

The RSA has no objections at this time.

Dil Uhlin

Roads Director

Roads Service Area

Office: (907) 262-4427

PUBLIC RECORDS LAW DISCLOSURE: This email and responses to this email may be considered a public record under the law.

From: Pace, Rhealyn <rpace@kpb.us>
Sent: Tuesday, February 17, 2026 9:45 AM
To: Uhlin, Dil <duhlin@kpb.us>; Browning, Roy <RBrowning@kpb.us>
Subject: PC meeting March 16, 2026 Street Name Res 2026-01

Hello,

Please see attached Public Hearing Notice for renaming Faye Circle. This is an RSA maintained road in the Ridgeway area. Please provide any comments by March 4, for the PC meeting scheduled March 16, 2026.

Thank you,

Rhealyn Pace

Addressing Officer

Office: (907) 714-2200



KENAI PENINSULA BOROUGH PLANNING COMMISSION
NOTICE OF PUBLIC HEARING TO RENAME ROAD

Public notice is hereby given that a petition was received to rename Faye Circle in the Ridgeway area. Area under consideration is described as follows:

Location: Faye Circle dedicated per plat KN 83-159 Pavilion Sub Part 2, in Section 22, T05S, R10W; Seward Meridian, Kenai Peninsula Borough, AK; in the Ridgeway Community; ESN 302

Reason for Renaming: *Petition from property owners.*

Proposed Name: **WRIGHT CIRCLE**

The location of the proposed road naming is provided on the attached map. Public hearing will be held by the Kenai Peninsula Borough Planning Commission on **Monday, March 16, 2026**, commencing at **7:30 p.m.**, or as soon thereafter as business permits. The meeting is being held in person at the Betty J. Glick Assembly Chambers of the Kenai Peninsula Borough George A. Navarre Administration Building, 144 N. Binkley Street, Soldotna, Alaska and remotely through zoom.

To attend the meeting using Zoom from a computer, visit <https://us06web.zoom.us/j/9077142200>. You may also connect to Zoom by telephone, by calling toll free **1-888-788-0099** or **1-877-853-5247**. If calling in you will need the Meeting ID of 907 714 2200. Additional information about connecting to the meeting may be found at: <https://www.kpb.us/local-governance-and-permitting/borough-information/public-notices>

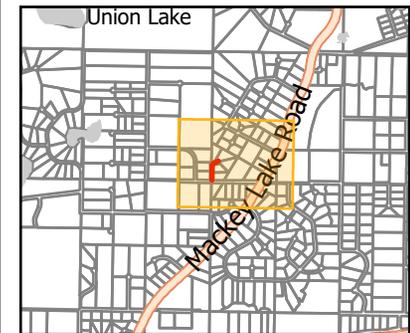
Anyone wishing to testify may attend the meeting in person or through Zoom. Written testimony may be submitted by email to addressing@kpb.us, or mailed to the attention of Addressing, Kenai Peninsula Borough Planning Department, 144 N. Binkley Street, Soldotna, Alaska 99669. [Written comments may also be sent by Fax to 907-714-2378.] All written comments or documents must be submitted by **1:00 PM, Friday, March 13, 2025**. The deadline to submit written comments or documents does not impact the ability to provide verbal testimony at the public hearing.

PLEASE NOTE: Upon adoption of a street name change resolution, no reapplication or petition concerning the name of the same street may be filed within one calendar year of the final adoption, except in the case where new evidence or circumstances exist that were not available, present or reasonably ascertainable when the original resolution was adopted (KPB 14.10.050)



-  Street to Rename
-  TaxParcels

T05N-R10W SEC 22
Ridgeway ESN 302



E. NEW BUSINESS

- 8. Ordinance 2026-08: Authorizing a communications site lease agreement with Chugach Electric Association, Inc., in Cooper Landing.**

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Robert Ruffner, Planning Director *RR*
Aaron Hughes, Land Management Officer *AH*

FROM: Jennifer Shields, Land Management Agent *JS*

DATE: February 5, 2026

RE: Ordinance 2026-08, Authorizing a Communications Site Lease Agreement with Chugach Electric Association, Inc., in Cooper Landing (Mayor)

Since 1992, Chugach Electric Association, Inc. (CEA) has maintained a communication tower site on vacant, KPB-owned parcel 11912509 in Cooper Landing. CEA's lease of the site was originally authorized by KPB Ordinance 92-41. However, the 1992 lease was never fully executed, and the offer to lease terminated one year after enactment of the ordinance.

In 2014, CEA's use of the site was authorized under a temporary land use permit.

CEA desires to continue its exclusive use of the site as a communications and operations link, and has applied to KPB for a five-year lease agreement with renewal options. The lease was negotiated at a monthly rent of \$1,000 (\$12,000/annually). Rent will adjust annually by three percent (3%) over the prior year's rent amount.

The Cooper Landing Advisory Planning Commission will provide a recommendation on the proposed lease prior to the public hearing on this ordinance.

The KPB Planning Commission will hold a public hearing regarding the proposed lease at its regularly-scheduled meeting on March 16, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.

Introduced by: Mayor
Date: 02/17/26
Hearing: 03/17/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2026-08**

**AN ORDINANCE AUTHORIZING A COMMUNICATIONS SITE LEASE
AGREEMENT WITH CHUGACH ELECTRIC ASSOCIATION, INC., IN
COOPER LANDING**

WHEREAS, since 1992, Chugach Electric Association, Inc. (CEA) has maintained an approximately 1,527 square foot communication tower site on vacant, KPB-owned Parcel No. 11912509 in the Cooper Landing area; and

WHEREAS, in 2014, a temporary land use permit was issued to authorize CEA’s now-expired use. A long-term lease agreement is now desired to continue operating this site and supporting CEA’s communication needs in Cooper Landing; and

WHEREAS, the site serves CEA as a critical communications and operations link for CEA; and

WHEREAS, CEA has agreed to a five-year lease agreement with renewal options at a monthly rent of \$1,000 (\$12,000/annually); and

WHEREAS, leasing of this property furthers the following objectives of the 2019 Kenai Peninsula Borough (KPB) Comprehensive Plan:

1. Goal 2, Land Use Objective F: To actively manage Borough-owned lands to meet short and long-term regional goals; and

WHEREAS, the Cooper Landing Advisory Planning Commission reviewed the lease application at its regularly-scheduled meeting on _____, 2026, and recommended _____; and

WHEREAS, the KPB Commission, at its regularly scheduled meeting on March 16, 2026, recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non -code ordinance.

SECTION 2. That pursuant to KPB 17.10.100(I), the Assembly finds that entering into a Communication Tower Site Lease Agreement with Chugach Electric Association,

Inc. on that Leased Premises more particularly described as follows is in the best interests of KPB:

A portion of Tract H, ASLS 2003-2, Plat No. 2005-10, Seward Recording District, Third Judicial District, State of Alaska, more particularly described as an approximately 6,003 square foot area, including a twenty (20) foot wide underground electric power line right-of-way and the air space above such ground space, together with: (i) non-exclusive access beginning directly off of the Sterling Highway right-of-way and across an existing road leading to the Leased Premises, and (ii) subject to a one-hundred (100) foot wide section line easement which bisects the Leased Premises. (Parcel No. 11912509)

Site Name: CEA Sunrise

This finding is based upon the following facts:

1. The property will be used to continue use of an existing communication tower site for the exclusive benefit of CEA communications.
2. KPB will receive the benefit of reserved tower space for emergency and other communication related uses.

SECTION 3. That the Mayor is hereby authorized to negotiate and enter into a lease upon a portion of the property identified in Section 2, subject to all lease conditions required by this ordinance and the applicable provisions of KPB 17.10.

SECTION 4. That the monthly rent will be One-Thousand Dollars (\$1,000.00) for exclusive use of the Leased Premises for a five-year term with renewal options. On each anniversary of the effective date, rent will adjust annually by not more than three percent (3%) over the prior year's rent amount.

SECTION 5. Pursuant to KPB 17.10.230, the Assembly authorizes an exception to the requirements of 17.10.110, "Notice of Disposition", based upon the following facts:

1. Special circumstances or conditions exist.
 - a. The proposed lease is solely with CEA and for the purpose of operating, and maintaining an existing communication tower site.
 - b. The notice requirement is intended to make the public aware of an opportunity to purchase Borough property, which is unnecessary since the intent of the disposal is to lease the property solely to CEA.
2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.

- a. The notice requirement is intended to make the public aware of an opportunity to purchase Borough property, which is not applicable to the lease of property solely to CEA.
- 2. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.
 - a. The existing communication tower site is compatible with the surrounding land uses.

SECTION 6. That CEA will have one-hundred twenty (120) days from the date of enactment of this ordinance to execute the lease agreement.

SECTION 7. That the mayor is authorized to execute a lease agreement substantially in the form of the one accompanying this ordinance, and any documents necessary to effectuate this ordinance.

SECTION 8. That rent revenue from the lease shall be submitted to the KPB Finance Department and deposited into Land Management Account No. 250.00000.00000.36316.

SECTION 9. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 10. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

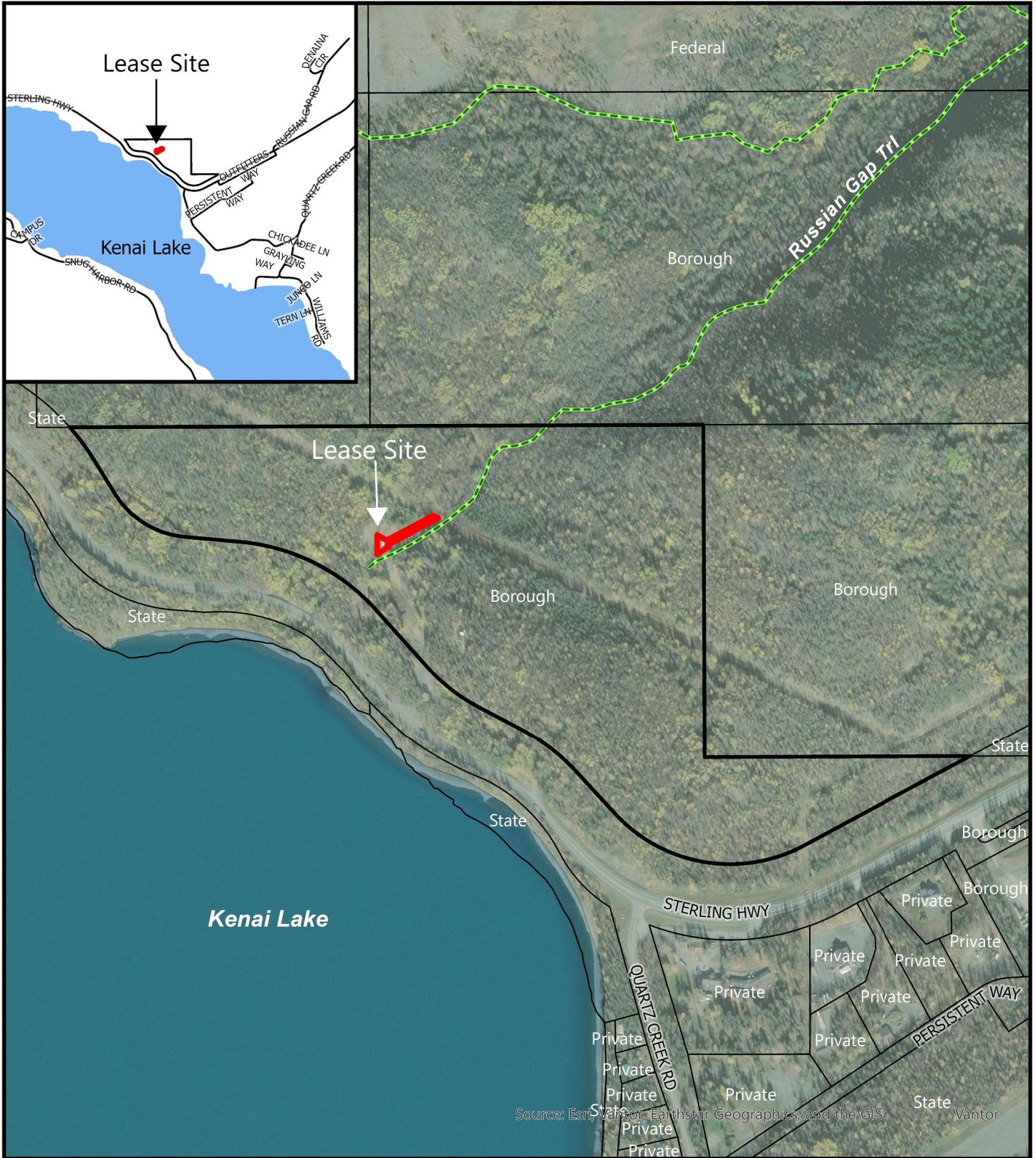
ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:



LMD24-49
Parcel No. 11912509

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

Printed: 1/14/2026

COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement (Agreement) is entered into by the Kenai Peninsula Borough, an Alaska municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB or Lessor), and Chugach Electric Association, Inc, an Alaska nonprofit electric cooperative corporation, whose mailing address is PO Box 196300, Anchorage, AK 99519-6300 (Lessee) (together, the Parties). This Agreement becomes effective on the date of signature by KPB (the Effective Date).

PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

1. Background. Lessor owns certain real property located in the Kenai Peninsula Borough, in the State of Alaska, that is more particularly described in Exhibit 1 attached hereto (the Property). For good and valuable consideration, the Parties agree that Lessor will grant Lessee the right to use a portion of the Property, the Leased Premises identified in Section 4, "Description of Property", in accordance with the terms of this Agreement.

2. Authorized Contact. All communications about this Agreement must be directed as follows, and any reliance on a communication with a person other than who is listed below is at the Party's own risk.

LESSOR

Name: Kenai Peninsula Borough
Attn: Land Management Division
Re: Lease No. _____
144 N. Binkley St.
Soldotna, AK 99669

LESSEE

Name: Chugach Electric Association, Inc
Attn: Cynthia Coughlin
Site Name: CEA Sunrise
Fixed Asset #: _____
P.O. Box 196300
Anchorage, AK 99519-6300

3. Contract Documents. As authorized by Kenai Peninsula Borough Ordinance _____, this Agreement is the final and complete understanding of the Parties. The following Exhibits and Appendices are attached and are considered part of this Agreement as well as anything incorporated by reference or attached to those Exhibits or Appendices:

Appendix A: Site-Specific Lease Provisions

Appendix B: Lease Provisions Required by KPB 17.10

Exhibit 1: Description of the Property and the Leased Premises

Exhibit 2: Leased Premises Site Sketch

Exhibit 3: Alaska Department of Natural Resources Letter

Exhibit 4: Memorandum of Lease

If in conflict the order of precedence will be: the Agreement, Appendix A, Appendix B, Exhibit 1, Exhibit 2, Exhibit 3, and then Exhibit 4.

PART II. LEASE DESCRIPTION AND TERMS

4. DESCRIPTION OF PROPERTY.

(a) Subject to the terms and conditions of this Agreement, Lessor hereby grants to Lessee a leasehold interest in and to that certain portion of the Property containing approximately 6,003 square feet, including a twenty (20) foot wide underground electric power line right-of-way and the air space above such ground space, and as described and depicted on Exhibit 1 and Exhibit 2 attached hereto (the Leased Premises), for the installation, operation, and maintenance of Communication Facilities as defined in Section 9, "Use", together with: (i) non-exclusive access beginning directly off of the Sterling Highway right-of-way and across an existing road leading to the Leased Premises, and (ii) subject to a one-hundred (100) foot wide section line easement which bisects the Leased Premises and as provided in Section 18, "Lessee Liabilities". In addition, a buffer area ten (10) feet in width around the perimeter of the Leased Premises may be utilized by the Lessee strictly for purposes of complying with Section 10(b), "Buffer Landscaping".

5. TERM.

(a) The initial term will be five (5) years (the Initial Term), commencing on the Effective Date.

(b) Lessee will have the right and option to extend the term of this Agreement for four (4) successive terms of five (5) years each (each, a Renewal Term), provided Lessee is not in default or in breach of this Agreement. Each Renewal Term will commence automatically, unless Lessee delivers written notice to Lessor, not less than thirty (30) days prior to the end of the then-current Term, of Lessee's intent not to renew, or unless Lessee is in default or in breach of this Agreement. For purposes of this Agreement, Term includes the Initial Term and any applicable Renewal Term(s).

(c) Should Lessee or any assignee, sublessee or licensee of Lessee hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover will constitute and be construed as a tenancy from month-to-month only, upon the same terms and conditions and including a monthly escalation to the base Rent of fifteen percent (15%).

6. TERMINATION.

This Agreement may be terminated, without penalty or further liability, as follows:

(a) by Lessee upon thirty (30) days prior written notice to Lessor, if Lessee is unable to obtain or maintain any required insurance, approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facilities as now or hereafter intended by Lessee; or if Lessee determines, in its sole discretion, that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(b) by Lessee, upon thirty (30) days prior written notice to Lessor, if Lessee determines that, in its sole discretion, due to the title reports or survey results, that the condition of the Leased Premises is unsatisfactory for its intended uses;

(c) by Lessee upon sixty (60) days prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to the remaining Rent due under the current Term until such Term expires, and subject to removal requirements contained within Section 12, "Equipment, Fixtures, and

Removal”. No such termination fee will be payable on account of the termination of this Agreement by Lessee under any termination provision contained in any other Section of this Agreement.

(d) by Lessor in the event of a default in the performance or observance of any of the Agreement terms or conditions by Lessee, provided that Lessor has given written notice of such default to Lessee. Lessee shall have thirty (30) days from receipt of such notice to cure the default. If Lessee fails to cure the default within this period, Lessor may cancel the Agreement or pursue legal remedies for damages or recovery of the property. No improvements may be removed during the time in which the contract is in default, except with the prior written consent of Lessor.

7. RENT. Beginning on the Effective Date, Lessee must pay to Lessor a monthly rent payment of One Thousand and No/100 Dollars (\$1,000.00) (Rent), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each anniversary of the Effective Date, Rent will adjust annually by three percent (3%) over the prior year’s Rent amount. Should Lessee fail to submit a monthly Rent payment in full on or before the fifth (5th) day of each calendar month in which Rent is due, a penalty of 10 percent (10%) of the monthly Rent amount will be charged to the Lessee.

8. TAXES. Lessee must pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facilities as defined in Section 9, “Use”, and located on the Leased Premises, including any taxable private leasehold interests.

9. USE. Except as provided in Section 14, “Co-Locate Rights Reserved by Lessor”, Lessee shall have the exclusive right to use the Leased Premises for the purpose of erecting, installing, operating, and maintaining radio or communication tower transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, buildings, antennas, dishes, fencing, guy anchors, guy wires, and related equipment or personal property (collectively, the Communication Facilities) necessary for Lessee’s internal communication needs only. Expanded or external use of the site by unrelated entities is expressly prohibited. Lessee may, subject to the foregoing, make any improvement, alteration, or modification to the Leased Premises as are deemed appropriate by Lessee for the permitted use herein, pursuant to prior written approval from KPBB. Subject to Section 10(b), “Buffer Landscaping”, Lessee will have the right to clear the Leased Premises of any trees, vegetation, or undergrowth which interferes with or threatens to interfere with Lessee’s use of the Leased Premises for the intended purposes.

10. SECURITY AND BUFFER LANDSCAPING.

(a) Fence and Site Security. Notwithstanding Section 4, “Description of Property”, the Parties acknowledge the existence of a locked fence around the perimeter of the Leased Premises. In the event that Lessee’s use of the Leased Premises necessitates the modification or replacement of the existing perimeter fence, Lessee must ensure that any new or modified fencing complies with the following standards: (i) the fence must be a minimum of six (6) feet in height, (ii) the fence must be sight-obscuring so as to limit visibility through the fence, and (iii) the fence must be of a color that blends in with the surrounding landscape (i.e. brown, green, or similar color). Lessee may also elect, at its expense, to construct such other enclosures and/or fences as Lessee reasonably determines to be necessary to secure its Communication Facilities and related improvements situated upon the Leased Premises. Lessee may also undertake any other appropriate means to restrict access to the Leased Premises, including, without limitation, posting signs for security purposes.

(b) Buffer Landscaping. To blend with the surrounding use of the Property as outdoor space, the

Lessee may only clear the Leased Premises to the extent reasonably necessary for its permitted use. In the event that Lessee's use of the Leased Premises necessitates the modification or replacement of the existing perimeter fence, Lessee will install a landscaping bed with a width of 10 feet outside of the fenced-in area of the Leased Premises, as shown in Exhibit 2, excluding the access drive, for the purpose of creating or maintaining a vegetative buffer between the Leased Premises and outdoor space. Trees must be planted within the landscaping bed at intervals no greater than 15 feet on center. Evergreen trees must be a minimum of 6 feet in height at time of planting, and deciduous trees must have a minimum caliper of one and one-half-inch. No more than 50 percent of planted trees may be deciduous. At least one shrub with a minimum height of 18 inches at planting will be planted for every 100 square feet of landscaping bed. Existing native trees and shrubs may be used to meet buffer landscaping requirements.

11. ACCESS, MAINTENANCE, AND UTILITIES.

(a) Access. During the Term, Lessee, and its sublessees, licensees, customers, guests, agents, and assigns will have the unrestricted, exclusive right to use, and will have free and unfettered access to, the Leased Premises seven (7) days a week, twenty-four (24) hours a day. Lessor for itself, its successors and assigns, hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, successors and assigns, for the term of the Agreement, non-exclusive access to the extent depicted on Exhibit 2 (a) for ingress and egress, and (b) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across, and through any easement for the benefit of and access to the Leased Premises, subject to the terms and conditions herein set forth. Lessor agrees to cooperate with Lessee's efforts to obtain such utilities and services, and Lessor shall execute any documents requested by Lessee related to such utilities and services. If there are utilities already existing on the Leased Premises which serve the Leased Premises, Lessee may utilize such utilities and services. Subject to Lessor's prior written approval, Lessee may upgrade, replace or expand such preexisting utilities as reasonably necessary for Lessee's use of the Leased Premises, except where the pre-existing utilities are owned by Lessee, in which case prior written approval is not required.

(b) Maintenance. Lessee agrees to use the Leased Premises in a manner that does not cause material damage to the condition of the Leased Premises, and will keep and maintain the Leased Premises and related, non-exclusive access, in good condition and free of fire hazards Lessee must take reasonable precautions to prevent, and take reasonable actions to suppress, destructive and uncontrolled grass, brush, and forest fires on the Leased Premises, and comply with all applicable laws, regulations and rules promulgated and enforced by the agency responsible for forest protection within the area wherein the Leased Premises is located. To proactively mitigate fire risks, Lessee must remove all dead spruce trees or potential hazard trees within a fifty (50) foot radius of the Leased Premises. All trees and/or slash produced from these activities must be removed from the site or mechanically processed into chips and dispersed back onto the site. If slash is mechanically processed, the resulting chip bed may not exceed six (6) inches of depth on any area within the treatment unit.

(c) Utilities. Lessee is solely responsible for installing separate meters for utility use and payment, as applicable, and may not connect to any Lessor-owned electrical, communication, or other utility without Lessor's prior written approval.

12. EQUIPMENT, FIXTURES, AND REMOVAL. The Communication Facilities will at all times be the personal property of Lessee or its sublessees, licensees, and customers, as applicable. Lessee

and/or its sublessees, licensees, and customers will have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the Parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the tower for communication purposes for a period of six (6) consecutive months following construction of the tower (the Removal Period), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which will include removal of all concrete and other foundation materials to a depth of five (5) feet below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed will be deemed abandoned and may be removed and disposed of by Lessor in such manner as Lessor may determine, without any obligation on the part of Lessor to account to Lessee for any proceeds therefrom. Time is of the essence.

13. ASSIGNMENT. Lessee may assign this Agreement to any person or entity at any time with prior written consent of KPB's Mayor so long as the Assignee agrees to the assignment and novation and complies with all terms of this Agreement. Notwithstanding the foregoing, upon thirty (30) days' written notice to Lessor, Lessee may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Lessee, or (b) in connection with the sale or other transfer of substantially all of Lessee's assets in the FCC market area where the Leased Premises is located.

14. CO-LOCATE RIGHTS RESERVED BY LESSOR. Lessor reserves the right to install emergency response or other communication equipment as may be deemed necessary by and for the sole benefit of the Lessor on Lessee's tower within the Leased Premises. Ninety (90) days prior to the exercise of this reservation, Lessor must provide Lessee with a complete inventory of equipment and proposed vertical location. Lessee must confirm Lessor's equipment will not interfere with Lessee's or then-existing sublessee's equipment or propose an alternate location. Upon installation of Lessor's emergency response or other communication equipment on Lessee's tower, any future sublessee's equipment must not interfere with Lessor's emergency response or other communication equipment, provided such equipment is properly installed and lawfully operated. Notwithstanding the foregoing, Lessor's right to install equipment on Lessee's tower will be subject to Lessee's reasonable determination that, at the time in which Lessor proposes to install its equipment, Lessee's tower will have sufficient space and structural capacity to accommodate the additional loading associated with Lessor's proposed equipment installation. In connection with the foregoing, each Party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all such other agreements, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Section and the consummation of the transactions contemplated hereby. All costs associated with Lessor's co-location on Lessee's tower, including but not limited to the cost of any structural analyses and any installation, maintenance and operating costs, will be borne solely by Lessor.

15. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Lessor represents and warrants that Lessor is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Lessee in writing prior to the execution hereof, and that Lessor alone has full right to lease the Leased Premises for the Term.

(b) Lessor may not do or knowingly permit anything during the Term that will unreasonably interfere with or negate Lessee's quiet enjoyment and use of the Leased Premises or cause Lessee's use of the Leased Premises to be in nonconformance with applicable local, state, or federal laws.

(c) To the best of Lessor's knowledge, Lessor has complied with, and will comply with, all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Lessor or, to the knowledge of Lessor, by any prior owner or user of the Property. To the knowledge of Lessor, there has been no release of or contamination by hazardous materials on the Property.

(d) Subject to Section 11, "Access, Maintenance, and Utilities", Lessee will have access to all utilities required for the operation of Lessee's improvements on the Leased Premises that are existing on the Property.

(e) Except for the licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, nor any equity or interest in Lessor if Lessor is an entity; and there are no parties (other than Lessor) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

(f) Each Party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement. Nothing in this Agreement, including such cooperation, will be construed as creating a partnership between the Parties.

16. REQUIRED INSURANCE COVERAGES. Insurance coverages required under this Agreement must be primary and exclusive of any other insurance carried by Lessor. Minimum levels of insurance coverage required under this Agreement must remain in effect for the Term of this Agreement. If Lessee's policies contain higher limits, Lessor will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be delivered to Lessor at the time of submission of the signed Agreement. Lessor may request copies of required policies and endorsements, which must be provided within ten (10) days of Lessor's request. Updated certificates must be provided upon insurance coverage renewal, where applicable.

(a) Lessee must provide and maintain commercial general liability insurance (CGL). The CGL policy must be written on an occurrence basis and with a limit of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. If necessary to provide the required limits, the CGL's policy's limits may be layered with an umbrella or excess liability policy. This policy must name Lessor as additional insured with a waiver of subrogation.

(b) Lessee must provide and maintain commercial automobile liability insurance. The commercial automobile liability policy must include a combined single limit of not less than one million dollars (\$1,000,000.00). Coverage must include non-owned and hired car coverage. This policy must name KPB as additional insured with a waiver of subrogation.

(c) Lessee must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation will be waived.

(d) Property Insurance: Lessee must insure against all risks of loss to any Communication Facilities at full replacement cost with no insurance penalty provision. Lessee will have the right to self-insure such Property Insurance.

(e) No representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, contractor(s) or subcontractor(s) of any tier, and any such coverage and limits will not be deemed as a limitation on the liability of the Lessee, sublessee, contractor(s) or subcontractor(s) of any tier under the indemnities granted to Lessor in this Agreement.

(f) Lessee's obligations to provide insurance may be met by providing evidence of fiscal responsibility or self-insurance that is acceptable to Lessor. Lessee warrants that it has the capacity to self-insure for the risks and coverages specified and will provide evidence of the lines and limits of coverage specified in this Section. Lessee must provide Lessor with proof of continuing ability to provide self-insurance within thirty (30) calendar days of any written request by Lessor for such proof. If there is any change in the ability to self-insure, Lessee must provide Lessor with immediate notice of such change and must immediately purchase insurance as set forth in this Section.

17. NON-EXCLUSIVITY. Lessor acknowledges and agrees that, except as may be disclosed to Lessee in writing prior to the execution hereof, there are no prior existing rights, uses, or authorization granted to third parties or retained by Lessor to locate improvements below grade or in proximity to the Leased Premises. Upon at least sixty (60) days prior written notice to Lessee, Lessor reserves the right to grant further or additional rights or authorization to locate improvements below grade or in proximity to the Leased Premises to the extent such rights or authorizations do not unreasonably interfere with Lessee's equipment or operations.

18. LESSEE LIABILITIES. In addition to other liabilities under this Agreement, Lessee has the following liabilities and agrees:

(a) That Lessee assumes all risk of loss, damage, or destruction to Lessee's Communication Facilities on the Leased Premises; and

(b) That Lessee will comply with all applicable federal, state, and local laws or regulations, including relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, permitting, construction, operation and maintenance of any facility, improvement, or equipment on the Leased Premises or within the one hundred (100) foot wide section line easement which bisects the Leased Premises; and

(c) Lessee acknowledges and accepts the State of Alaska, Department of Natural Resources' letter from Evan Dodd, dated August 29, 2025, in which the State does not give authorization for occupancy of the one hundred (100) foot wide section line easement (SLE) which bisects the Leased Premises, and that the State only acknowledges the existing infrastructure within a Division of Mining, Land and Water (DMLW) managed interest. Any request to develop the SLE for access purposes consistent with Lessee's scope of use will be adjudicated by DMLW in accordance with applicable law and agency procedures. Should any such request come into conflict with the site, DMLW will evaluate a variety of methods to eliminate the conflict which may include, but are not limited to, partial vacation of the SLE, closure of the SLE, or relocation of infrastructure, as determined by DMLW. Lessee accepts any and all liabilities arising from use of the SLE with the absolute obligation to indemnify the Lessor from any action, claim or lawsuit arising from use of the

SLE, notwithstanding Section 19 “Indemnification” and without imposing any obligation upon Lessor whatsoever Lessee further acknowledges and agrees that Lessor may terminate this Agreement without penalty if, in its sole discretion, it determines such termination is necessary to protect the interests of KPB as it relates to Lessee’s infrastructure located within the SLE.

(d) That Lessor has no duty, either before or during the lease Term, to inspect the Leased Premises or warn of hazards and if Lessor inspects the Leased Premises, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This Section will survive the termination or revocation of this Agreement, regardless of cause; and

(e) That Lessee must not damage the Leased Premises, except for normal wear and tear associated with reasonable use, and provided that Lessee shall not be responsible for any damage or deterioration due to causes beyond its control, including but not limited to natural wear, weather, or events of force majeure.

19. INDEMNIFICATION. Lessee agrees to defend, indemnify, and hold harmless Lessor, its employees, public officials, and volunteers, with respect to any action, claim, or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney’s fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice from Lessor of any action, claim, or lawsuit. Lessor will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee’s obligation and may be waived where Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against Lessor relating to Lessee’s use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee’s duty to indemnify, defend, and hold harmless Lessor as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessor, its employees, public officials, and volunteers.

20. INSPECTION. Lessor reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Agreement. Except in case of emergency, Lessor will provide Lessee with at least forty-eight (48) hours prior written notice of Lessor’s intention to enter upon and inspect the Leased Premises. Lessee reserves the right to have a representative present at all times during Lessor’s inspection.

21. FORCE MAJEURE. The time for performance by Lessor or Lessee of any term, provision, or covenant of this Agreement will be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Lessor or Lessee, as the case may be.

22. DEFAULT. The failure of Lessee or Lessor to perform any of the covenants of this Agreement will constitute a default. The non-defaulting Party must give the other written notice of such default, and the defaulting Party must cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, the defaulting Party must provide prompt notice of inability to cure and provide a plan to cure the default within a time frame provided. The time for curing a default will be extended for such period of time as may be necessary and reasonable; however, in no event will this extension of time to cure be in excess of ninety (90) days, unless agreed upon in writing by the non-defaulting Party.

23. REMEDIES. Should the defaulting Party fail to cure a default under this Agreement, the other Party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

24. LESSEE MORTGAGES.

(a) Lessor consents to the granting by Lessee of a lien and security interest (each, a Lessee Mortgage) in Lessee's interest in this Agreement and all of Lessee's personal property and fixtures attached to the real property described herein to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a Lender) only to the extent and amount necessary to maintain improvements on the Leased Premises. The Lessee may not encumber the leasehold interest or the Leased Premises to finance projects or improvements outside of the Leased Premises. Lessor agrees to recognize Lender as Lessee hereunder upon any such exercise by Lender of its rights of foreclosure. Any such encumbrance will be subordinate to Lessor's rights and interest in the Leased Premises and the Property. Any such encumbrance will be limited to the Lessee's interest in the Leased Premises. It is a material breach of this Agreement for Lessee to attempt to encumber any interest in Lessor's title to or interest in the Leased Premises or the Property.

(b) Lessor acknowledges that nothing contained herein will be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Lessee under this Agreement. No Lender may become liable under the provisions of this Agreement unless and until such time as the Lender assumes ownership of the leasehold estate created hereby and agrees to comply with the terms and conditions of this Agreement or any extensions and modifications thereof.

25. MISCELLANEOUS.

(a) Survival. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

(b) Non-waiver. Failure of a Party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a Party's rights hereunder, will not waive such rights.

(c) Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflict of law principles. Any lawsuits filed in connection with this Agreement must be filed and prosecuted in the Third Judicial District, State of Alaska, at Kenai, Alaska.

(d) Bind and Benefit. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

(e) Memorandum. A short-form Memorandum of Lease may be recorded at Lessor's or Lessee's option in the form as depicted in Exhibit 4, attached hereto. Lessor will promptly execute any Memorandum of Lease or Memorandum of Amendment to Lease, or corrective amendments thereto, upon written request of Lessee.

(f) W-9. As a condition precedent to payment, Lessor agrees to provide Lessee with a complete IRS Form W-9, or its equivalent, upon execution of this Agreement.

(g) Counterparts. This Agreement may be executed in counterpart, each of which when so executed and delivered will be considered an original and all of which when taken together will constitute one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(h) Entire Agreement. This Agreement and its Exhibits, Appendices or incorporated attachments hereto, constitute the entire Agreement and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.

(i) Amendment. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto.

(j) No third parties. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(k) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

[SIGNATURES BEGIN ON NEXT PAGE]

PART III. EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

LESSEE: Chugach Electric Association, Inc.
an Alaska electric cooperative

By: _____
Peter A. Micciche, Borough Mayor

By: _____

Date: _____

Print Name: _____

Its: _____

ATTEST:

Date: _____

Michele Turner CMC, Borough Clerk

(KPB SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Wayne Cary, Deputy Borough Attorney

Date: _____

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 20____, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My commission expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of Chugach Electric Association, Inc., the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public for State of _____
My commission expires: _____

APPENDIX A

SITE-SPECIFIC LEASE PROVISIONS

CO-LOCATE RIGHTS RESERVED BY KPB: In addition to Section 14, “Co-locate Rights Reserved by Lessor”, of the Agreement, Lessor reserves ten (10) vertical feet of tower space. This reservation will start from twenty (20) feet from the top of the tower structure and descend ten (10) feet, unless other space is mutually agreed to by the Parties (the Reserved Space). To the extent this Appendix conflicts with Section 14, “Co-locate Rights Reserved by Lessor”, of the Agreement, the terms of the Agreement will control.

Lessor may sublease the Reserved Space to other government agencies or organizations for the purpose of facilitating communications for first responders, disaster management, general government operations, or other public safety uses. Lessor or its sublessee(s) will provide an inventory of equipment and proposed vertical location to Lessee for the purposes of ensuring that no interference is likely for the proposed installation. Lessor and its sublessee(s) will be responsible for frequency coordination and adherence to all applicable regulations to prevent interference.

KPB AND SUBLESSEE USAGE: Lessor and its sublessee(s) may use the Reserved Space for the purposes of providing public safety communications or other purposes deemed necessary to Lessor. Lessor or its sublessee(s) may choose to install equipment to provide general government communications, monitoring equipment, and other similar uses. In general, equipment may include, but is not limited to VHF Radio Frequency (RF) transceivers, RF repeaters, licensed or unlicensed point-to-point antennas, microwave backhaul, surveillance cameras and other monitoring devices, and associated items that may support conventional or trunked radio systems. All equipment or facilities placed within the Reserved Space or on the Leased Premises will remain the personal property of Lessor or its sublessee(s).

INTERFERENCE WITH LESSEE EQUIPMENT: In the event that proposed or installed equipment from Lessor or its sublessee(s) interferes with Lessee’s equipment, all parties will work to explore technical solutions or changes to mitigate such interference. All other provisions of Section 14, “Co-locate Rights Reserved by Lessor” of the Agreement related to interference remain in effect.

ACCESS: Lessor may establish outdoor equipment cabinets or full equipment shelters on or within the Leased Premises, provided that such facilities do not interfere with similar facilities of Lessee. Access will only be permitted to Lessee upon separate mutual written agreement. Such premises may have restrictions due to State or Federal policy and regulations, in such event, these regulations will prevail over the Agreement terms. Access by Lessor or its sublessee to Lessee’s Communication Facilities, shelters, cabinets, or other communication infrastructure will only be permitted upon the prior written notice by Lessor.

RENT: The Reserved Space is free of charge. Lessor and its sublessee(s) are not responsible for any additional or direct rent payment to Lessee for the use of the tower or associated premises. Lessor or its sublessee(s) is responsible for the costs of establishing, maintaining, and removing equipment during the life of this Agreement, as well as for any utilities required to maintain the equipment of Lessor or its sublessee(s).

APPENDIX B

LEASE PROVISIONS REQUIRED BY KPB 17.10

(1) **Accounts Current.** The Lessee shall not be delinquent in the payment of any tax, debt or obligation owed to the KPB prior to execution of the Agreement.

(2) **Assignment.** Lessee may assign the lands upon which he has an agreement only if approved by the mayor or land management officer when applicable. Applications for assignment shall be made in writing on a form provided by the land management division. The assignment shall be approved if it is found that all interests of the borough are fully protected.

(3) **Breach of Agreement.** In the event of a default in the performance or observance of any of the Agreement terms or conditions, and such default continues thirty (30) days after written notice of the default, the borough 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.

(4) **Cancellation.** This Agreement, if in good standing, may be cancelled at any time upon mutual written agreement of the parties.

(5) **Entry or Re-entry.** In the event the Agreement is terminated, canceled or forfeited, or in the event of abandonment of the Leased Premises by Lessee during the Term, the KPB its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premise. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection.** The Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Leased Premises under the 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 Leased Premises is located.

(7) **Hazardous Waste.** The storage, handling and disposal of hazardous waste shall not be allowed on the Leased Premises.

(8) **Modification.** The Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties or their respective successors in interest.

(9) **Notice.** Any notice or demand, which under the terms of the 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 Agreement. 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 a U.S. general or branch post office by the addressor.

(10) **Notice of Default.** Notice of the default will be in writing as provided in paragraph 9 above.

(11) Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.

(a) Improvements owned by Lessee on the Leased Premises shall, within thirty (30) calendar days after the termination of the Agreement, be removed by Lessee; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or land management officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The Lessee may, with the consent of the mayor or land management officer when applicable, dispose of its improvements to the Sublessee or Assignee, if applicable.

(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 Lessee under the terminated or canceled Agreement, be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB Chapter 5. The proceeds of the sale shall inure to the former Lessee who placed such improvements and/or chattels on the lands, or its successors in interest, after paying to the borough all moneys 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 the borough, on such improvements and/or chattels. The 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 of leasing of such improvements and/or chattels. The borough shall acquire all the rights, both legal and equitable, that any other purchaser 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 the borough. Upon request, the Lessee shall convey said improvements and/or chattels by appropriate instrument to the KPB.

(12) Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the Lessee or placed on the Leased Premises and remaining upon the premises after the termination of the Agreement shall entitle the KPB to charge a reasonable rent therefor.

(13) Re-rent. In the event that the Agreement should be terminated, canceled, forfeited or abandoned, the KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of KPB Code of Ordinances Title 17, Chapter 10, or other applicable regulations.

(14) Responsibility for Location. It shall be the responsibility of the Lessee to properly locate its improvements on the Leased Premises.

(15) Rights of Mortgage or Lienholder. In the event of cancellation or forfeiture of the Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the Agreement for the unexpired term thereof, subject to the same terms and conditions as in the Agreement. Any party acquiring the Agreement must meet the same requirements as the Lessee.

(16) **Sanitation.** The Lessee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The Leased Premises under the Agreement shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

(17) **Shore Land Public Access Easement.** As established by AS 38.05, borough 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.

(18) **Subleasing.** No lessee may sublease lands or any part thereof without written permission of the mayor or land management officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(19) **Violation.** Violation of any provision of KPB 17.10 or of the terms of the Agreement may expose the Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

(20) **Written Waiver.** The receipt of payment by KPB, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee 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. The 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.

EXHIBIT 1

DESCRIPTION OF PROPERTY AND LEASED PREMISES

Page 1 of 1

The Property is legally described as follows:

A portion of Tract H, ASLS 2003-2, Plat No. 2005-10, Seward Recording District, Third Judicial District, State of Alaska, more particularly described and depicted on the attached Exhibit 2.

The Leased Premises are described as follows:

A portion of the above-described Property, more particularly described as an approximately 6,003 square foot area, including a twenty (20) foot wide underground electric power line right-of-way and the air space above such ground space, as further depicted on Exhibit 2 of this Agreement. Together with: (i) non-exclusive access beginning directly off of the Sterling Highway right-of-way and across an existing road leading to the Leased Premises, and (ii) subject to a one-hundred (100) foot wide section line easement which bisects the Leased Premises.

EXHIBIT 2
LEASED PREMISES
 Page 1 of 1

The Leased Premises are depicted as follows:

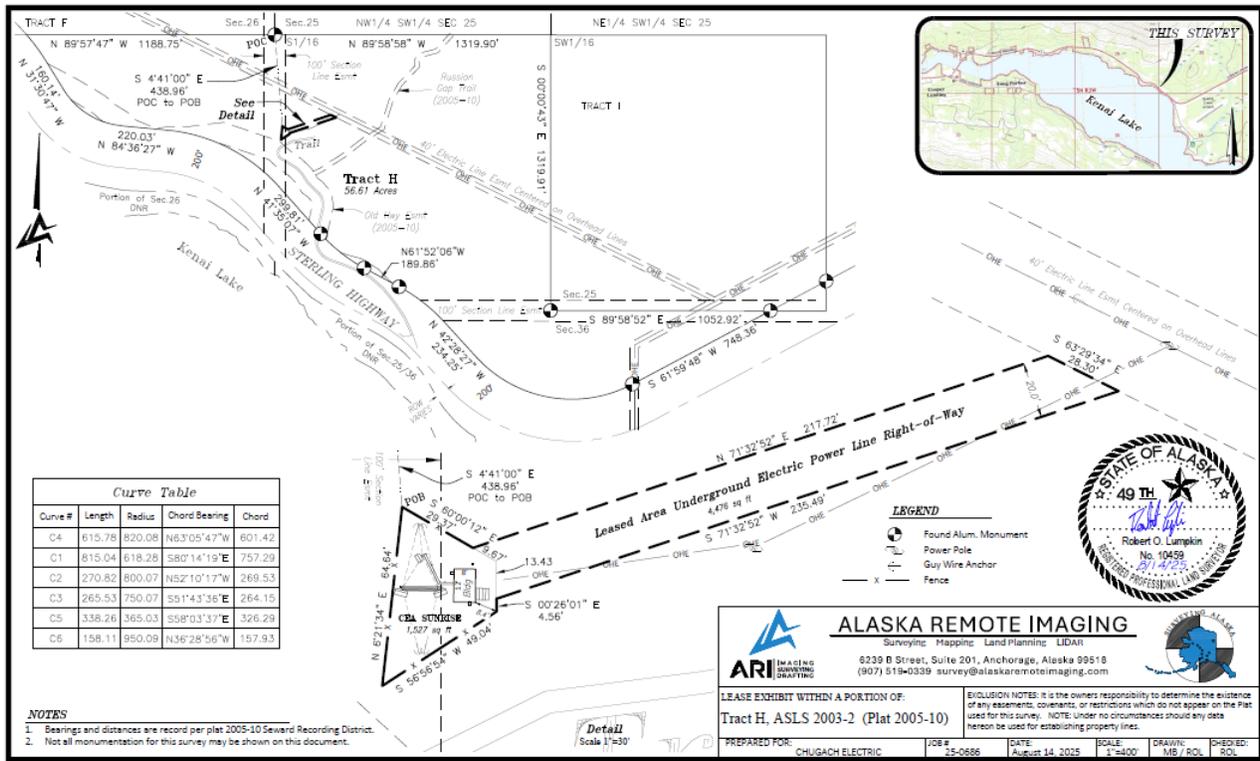


EXHIBIT 3

ALASKA DEPARTMENT OF NATURAL RESOURCES LETTER

Page 1 of 1



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources

DIVISION OF MINING, LAND & WATER
Southcentral Regional Land Office

550 West 7th Avenue, Suite 900C
Anchorage, Alaska 99501-3577
Main: 907.269.8503
TDD: 907.269.8411
Fax: 907.269.8913

8/29/2025

Cynthia Coughlin
PO Box 196300
Anchorage, AK 99519

Dear Ms. Coughlin

The Southcentral Regional Land Office (SCRO) of the Division of Mining, Land and Water (DMLW), Department of Natural Resources (DNR) has received your inquiry regarding the Chugach Electric Association (CEA) microwave relay communications station within the Section Line Easement (SLE) common to Sections 25 and 26, Township 5 North, Range 3 West, Seward Meridian. SCRO understands that CEA is currently pursuing a lease for the site through the Kenai Peninsula Borough (KPB) as the underlying landowner and is required to demonstrate compliance with all applicable federal, state, and local laws.

Based on research provided by KPB, SCRO understands that CEA originally applied to KPB for a lease for the site in 1992 when the lands were Borough selected, though the lease was never executed. When the land was patented to the State of Alaska (Patent No. 50-96-0735) in 1996, a SLE pursuant to AS 19.10.010 attached and established a public access easement 50 feet on either side of the SLE for a total width of 100 feet, which encompassed a portion of the microwave site. Currently the site consists of a fence and building partially within the SLE as depicted on page 6 of Plat 2005-10, Seward Recording District (attached).

Section line easements established by AS 19.10.010 are dedicated for use as public highways. Pursuant to 11 AAC 51.100(i) DMLW does not issue permits for landowner activities on land subject to a public easement that are consistent with the landowner's property rights and does not restrict public use of the easement. After review, SCRO is not aware of any current access conflicts or of any patterns of public use within the portion of the SLE occupied by CEA's infrastructure.

Please note that this letter does not constitute an authorization to occupy the SLE and serves only as an acknowledgement of existing infrastructure within a DMLW managed interest. Any future request to develop the SLE for access purposes consistent with its scope of use will be adjudicated by DMLW. Should such a request come into conflict with the microwave site, DMLW will evaluate a variety of methods to eliminate the conflict which may include but is not limited to: partial vacation of the SLE, closure of the SLE, or relocation of infrastructure, as appropriate. If you have any questions, please feel free to contact me at evan.dodd@alaska.gov or at (907) 334-2542.

Sincerely,

Evan Dodd

Evan Dodd
Natural Resource Manager 1

EXHIBIT 4

MEMORANDUM OF LEASE

(Attached)

DRAFT

(Above 2" Space for Recorder's Use Only)

Prepared by and Return to:

Kenai Peninsula Borough
Attn: Land Management Division
144 N. Binkley St.
Soldotna, AK 99669

Grantor: Kenai Peninsula Borough
Grantee: Chugach Electric Association, Inc
Legal Description: Attached as Exhibit 1
Tax Parcel ID #: 11912509
Site Name: CEA Sunrise, #
State: Alaska
Borough: Kenai Peninsula Borough
Recording District: Seward, Third Judicial

MEMORANDUM OF LEASE

This Memorandum of Lease (Memorandum) is entered into by and between the **Kenai Peninsula Borough**, an Alaska municipal corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (the **Lessor**) and **Chugach Electric Association, Inc**, an Alaska electric cooperative corporation, having a mailing address of PO Box 196300, PO Box 196300, 99519-6300 (the **Lessee**) (together, the Parties).

1. Lessor and Lessee entered into a certain Communications Site Lease Agreement (the Agreement) on the _____ day of _____, 20____, for the purpose of installing, operating, and maintaining communication facilities and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Lessee (the Leased Premises) is described in Exhibit 1 annexed hereto.
4. Lessor and Lessee now desire to execute this Memorandum to provide constructive knowledge of Lessee's lease of the Leased Premises.
5. This Memorandum and Agreement are governed by the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

LESSEE: Chugach Electric Association, Inc.
an Alaska electric cooperative

By: _____
Peter A. Micciche, Borough Mayor

By: _____

Date: _____

Print Name: _____

Its: _____

ATTEST:

Date: _____

Michele Turner CMC, Borough Clerk

(KPB SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Wayne Cary, Deputy Borough Attorney

Date: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND LEASED PREMISES

Page 1 of 1

The Property is legally described as follows:

A portion of Tract H, ASLS 2003-2, Plat No. 2005-10, Seward Recording District, Third Judicial District, State of Alaska. more particularly described and depicted on the attached Exhibit 2.

The Leased Premises are described as follows:

A portion of the above-described Property, more particularly described as an approximately 6,003 square foot area, including a twenty (20) foot wide underground electric power line right-of-way and the air space above such ground space, as further depicted on Exhibit 2 of this Agreement. Together with: (i) non-exclusive access beginning directly off of the Sterling Highway right-of-way and across an existing road leading to the Leased Premises, and (ii) subject to a one-hundred (100) foot wide section line easement which bisects the Leased Premises.

DESK PACKET

(MATERIALS SUBMITTED AFTER 3/6/26)

8. Ordinance 2026-08: Authorizing a communications site lease agreement with Chugach Electric Association, Inc., in Cooper Landing.

From: [David Story](#)
To: [Tommy Gossard and Virginia Morgan](#); [Cindy Ecklund](#); ygalbraith@gmail.com; brandonandheather@live.com; [Kathy Recken](#); officers@cooperlandingcommunityclub.com; [Aldridge, Morgan](#); [APC - Chris Degernes](#); [Ruffner, Robert](#); [Phillip Miller](#); [David Nees](#); [Hughes, Aaron](#)
Subject: <EXTERNAL-SENDER>20260311 CLAPC Unapproved Minutes
Date: Thursday, March 12, 2026 8:04:08 AM
Attachments: [20260311 CLAPC Agenda Minutes UNAPP.pdf](#)
[20251203 CLAPC Regular Meeting Minutes APPRV.pdf](#)

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Hello,

Please find the Unapproved Minutes for the March 11, 2026 CLAPC Regular Meeting and the Approved Minutes for the December 03, 2025 CLAPC Regular Meeting. Supporting documents can be found on the CLAPC page of the KPB website

here: <https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/advisory-planning-commissions/cooper-landing-apc#apc-meeting-information-and-documents>

Please note that the CLAPC voted to:

- Recommend approval of Ordinance 26-08 regarding the CEA Lease in Cooper Landing.
- Recommend approval of the ordinance Amending KPB Code Sections 17.10.190 and 17.10.250 regarding Casual Use of Borough Land.

Please let me know if you have any questions or need additional information.

Cheers,
David

--

David Story
Cooper Landing Advisory Planning Commission
Secretary

Please direct all electronic communications to:

<https://www.kpb.us/planning-dept/planning-commissions/cooper-landing-apc>

Please direct all mail to:

Kenai Peninsula Borough Planning Department
Attn: Cooper Landing APC
144 N Binkley St.
Soldotna, AK 99669

E. NEW BUSINESS

9. Ordinance 2026-05: Authorizing retention or sale of certain real property obtained by the Kenai Peninsula Borough through tax foreclosure proceedings.

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PMM*
Brandi Harbaugh, Finance Director *BH*
Robert Ruffner, Planning Director *RR*
Aaron Hughes, Land Management Officer *AH*

FROM: Jennifer Shields, Land Management Agent *JS*

DATE: February 5, 2026

RE: Ordinance 2026-05 Authorizing Retention or Sale of Certain Real Property
Obtained by the Kenai Peninsula Borough Through Tax Foreclosure Proceedings
(Mayor)

Pursuant to AS 29.45.290 et. seq. and KPB 17.10.100(A) regarding tax foreclosure proceedings, the Kenai Peninsula Borough (KPB) has received Clerk’s Deeds for that real property listed in the ordinance. The ordinance will authorize those tax foreclosed parcels listed in Exhibit A to be retained for a public purpose with a management classification recommendation, and will authorize those parcels listed in Exhibit B to be sold at public auction. The number of parcels to be retained or sold is subject to change prior to the public auction, should delinquent tax obligations be paid and parcels are repurchased by prior owners of record.

A preliminary list of parcels proposed for sale in the KPB 2026 Tax Foreclosure Land Sale Auction was sent for review and comment to the KPB School District, all KPB administrative departments, service areas, applicable cities and advisory planning commissions, and the KPB Planning Commission. Pursuant to AS 29.45.460(c), notice of the sale will also be sent to the former owners of record by certified mail within five (5) days of the first publication of the notice of hearing of the ordinance.

Due to the reduction in local newspaper publication dates, the ordinance provides for an exception to public notice publication in a newspaper of general circulation of less than thirty (30) days before the auction.

The tax foreclosure land sale auction is scheduled for April 25, 2026, in the KPB Assembly Chamber. The KPB Planning Commission will consider this ordinance at its regularly-scheduled meeting on March 16, 2026, and will forward a recommendation to the Assembly.

Your consideration is appreciated.

Kenai Peninsula Borough
 Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
 Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PAM*
 Brandi Harbaugh, Finance Director *EH*
 Robert Ruffner, Planning Director *RR*
 Aaron Hughes, Land Management Officer *AH*

FROM: Jennifer Shields, Land Management Agent *JS*

DATE: March 5, 2026

RE: Administration Amendment to Ordinance 2026-05 Authorizing Retention or Sale of Certain Real Property Conveyed to the Kenai Peninsula Borough Through Tax Foreclosure Proceedings (Mayor)

Ordinance 2026-05 will authorize those parcels shown on Exhibit A to be retained for a public purpose with a classification recommendation, and authorize those parcels shown on Exhibit B to be sold at public auction. Those parcels listed are subject to change prior to sale in the event delinquent tax obligations are paid. Pursuant to Section 14 of the Ordinance, parcels repurchased by former owners of record will be removed from Exhibit A or Exhibit B, as applicable.

(Please note the bold underlined language is new. Bracketed struck through language is being removed.)

Amendment #1

- Amend Ordinance 2026-05 to remove the following parcel listed on Exhibit B which has been requested for conveyance to the City of Homer:

CONVEY TO CITY OF HOMER – REMOVE FROM EXHIBIT B				
Parcel No.	Legal Description	General Location	Acres	Last Owner of Record
17913312	Lot Forty-Seven (47), VIRGINIA LYN SUBDIVISION, according to Plat No. 61-256, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17913312)	City of Homer	1.12	Hanson, David B & Susan L

Page -2-

RE: Administrative Amendments to Ordinance 2026-05

Amendment #2

- Amend Ordinance 2026-05 to the following parcels listed on Exhibit B which have been repurchased prior to the public hearing:

REPURCHASED – REMOVE FROM EXHIBIT B				
Parcel No.	Legal Description	General Location	Acres	Last Owner of Record
16929013	Lot Thirty-One (31), SILVER KING CAMP, AMENDED, according to Plat No. 83-51, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16929013)	Anchor Point	0.08	Peterson, Frank R & Peterson, Nichole M

In addition, the following proposed amendment resolves a potential conflict between Alaska Statutes 29.45.450(a) which sets out, "... Unredeemed property in a city is deeded to the city subject to the payment by the city of unpaid borough taxes and costs of foreclosure levied against the property before foreclosure..." and the language in the fifth "WHEREAS" clause allowing the former owner of record to repurchase property up to the close of business on April 24, 2026.

Amendment #3

- Amend the fifth "Whereas" clause as follows:

WHEREAS, KPB will, up to the close of business at 5:00 p.m. AKST on April 24, 2026, extend the right to former owners of record to repurchase parcels retained for public purpose and parcels that are scheduled for sale, **excluding any unredeemed parcel that lies in a city that the city has requested for conveyance and that have been deeded to the city subject to the payment by the city of unpaid borough taxes and costs of foreclosure levied against the property before foreclosure;** and

Your consideration is appreciated.

Introduced by: Mayor
Date: 02/17/26
Hearing: 03/17/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2026-05**

**AN ORDINANCE AUTHORIZING RETENTION OR SALE OF CERTAIN
REAL PROPERTY OBTAINED BY THE KENAI PENINSULA BOROUGH
THROUGH TAX FORECLOSURE PROCEEDINGS**

- WHEREAS,** certain real property has been deeded to the Kenai Peninsula Borough (KPB) through tax foreclosure proceedings pursuant to AS 29.45.290 et seq. for delinquent payment of taxes; and
- WHEREAS,** these parcels have been reviewed by the KPB School District, all KPB administrative departments, service areas, applicable cities and advisory planning commissions, and the KPB Planning Commission; and
- WHEREAS,** the KPB administration recommends certain parcels be retained for a public purpose, as noted; and
- WHEREAS,** in accordance with AS 29.45.460(c), notice of hearing of this ordinance was sent by certified mail to former owners of record; and
- WHEREAS,** KPB will, up to the close of business at 5:00 p.m. AKST on April 24, 2026, extend the right to former owners of record to repurchase parcels retained for public purpose and parcels that are scheduled for sale; and
- WHEREAS,** the KPB Planning Commission conducted a public hearing during its regularly-scheduled hearing on March 16, 2026, and recommended _____;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI
PENINSULA BOROUGH:**

- SECTION 1.** That this is a non-code ordinance.
- SECTION 2.** That the real property listed and described in Exhibit A, incorporated herein by reference, is designated as tax foreclosed parcels retained for a public purpose with a recommended classification, pursuant to KPB 5.12.190.

- SECTION 3.** That it is hereby determined that a public need for the parcels listed in Exhibit B, incorporated herein for reference, does not exist and they are hereby designated as tax foreclosed parcels eligible for sale and may be sold by public auction, pursuant to KPB 5.12.200.
- SECTION 4.** That the mayor is hereby authorized to market and sell the real property designated as foreclosed parcels for sale for an amount not less than the judgment amount for delinquent taxes, plus penalties, interest, and any and all other related costs as certified by the KPB Finance Department, for cash at a public auction. All real property is to be sold as is, where is, subject to any and all encumbrances, restrictions of record, zoning ordinances, and any and all plat requirements and covenants.
- SECTION 5.** That in the event a parcel is repurchased by a former owner(s) of record prior to sale, the repurchase amount shall include the judgment amount for delinquent taxes, penalties, interest, and any and all other related costs as certified by the KPB Finance Department, to include proportional additional fees incurred by the KPB Land Management Division.
- SECTION 6.** That in the event a parcel is sold for an amount in excess of the judgement amount for delinquent taxes, plus penalties, interest, and any other related costs as certified by the KPB Finance Department, excess sale proceeds for that parcel will be subject to proportional additional fees incurred by KPB for auction services, as defined in the contract for auction services.
- SECTION 7.** That once all deductions have been tabulated, the KPB Finance Director, or designee, will provide written notice to former owners of record of the real property advising of the excess sale proceeds amount and the manner in which a claim for the balance of the proceeds may be submitted. Notice is sufficient if mailed to the former owner(s) of record at their last known address as disclosed by KPB Assessor records. Upon presentation of a proper claim, KPB will remit excess sale proceeds to former owners of record. Pursuant to AS 29.45.480, a claim for excess proceeds which is filed after six (6) months from the date of the public auction is forever barred. Upon expiration of the above claim period, all unclaimed excess sale proceeds are to be deposited in the KPB Land Trust Investment Fund, except for those parcels having delinquent amounts due to KPB for sales tax or other KPB liens. In those instances, the amounts required to payoff said delinquency or lien will be paid from the unclaimed excess sale proceeds prior to being deposited in the KPB Land Trust Investment Fund.
- SECTION 8.** That the assembly authorizes the mayor to conduct a live public auction, or online auction, or a combination thereof, of the tax foreclosed real property listed in Exhibit B. The auction is to be held on April 25, 2026, in the KPB Assembly Chamber, 144 N. Binkley Street, Soldotna, Alaska. Public notice will be prominently placed on KPB's webpage in a consolidated location and on an official social media account of the KPB. In the event the KPB Administration is

unable to proceed with the auction on the designated date, the KPB Administration will reschedule the auction to a date not more than 60 days later than the date designated in this ordinance.

SECTION 9. That notice of sale must be published in accordance with KPB 1.08.180. The last notice of sale must appear not less than five calendar days before the date of sale. The notice must contain a brief description of the land, the general location of the land and the terms of the sale as fixed by the assembly by this ordinance.

SECTION 10. That the assembly finds it is in the best interests of the KPB to require tax foreclosure sale bidders to be Alaska residents. As a condition of bidder registration, bidders must provide a valid Alaska driver's license or State of Alaska issued identification as proof of Alaska residency. In addition, through this residency restriction, KPB, as a political subdivision of the State, is furthering the State's purpose and intent in prioritizing the conveyance of Alaska lands to Alaska residents. Pursuant to AS 38.05.055, for state land sales, public auction or sale by sealed bid is restricted to bidders who have been residents of the state for at least one year immediately preceding the date of the sale. As a political subdivision of the State, the assembly finds the state law compelling. Specific to foreclosed properties, restricting the tax foreclosure sale to Alaska residents is reasonable and necessary due to the challenges often presented by such properties. The KPB's interest is in returning foreclosed properties to the tax rolls and to provide residents an avenue to use local knowledge to discern whether a property is fit for a particular purpose.

SECTION 11. That during the public auction, the number of parcels initially sold to a registered bidder will be limited to a maximum of two (2) parcels. Any parcel not initially sold during the auction will be moved to the end of the auction and re-bid one (1) time only. At that time all registered bidders will be allowed to bid on all remaining parcels without limitation.

SECTION 12. That the mayor shall execute and deliver to the buyer of any of the sale parcels a tax foreclosure quitclaim deed specifically without any warranty or representation. Said deed will convey any and all interest KPB may have in the subject parcel, expressly reserving mineral rights, if any, to KPB. Prospective buyers are on notice by this ordinance and by other means of publication or public notice of the terms of the sale. KPB has no expressed or implied knowledge of said parcels and does not guarantee any right, title, or interest in and to any of the parcels sold nor to any improvements that may be located on said parcels. It is the burden of potential buyers to determine condition of title prior to bidding at the sale. KPB will be held harmless from any and all claims regarding title or possession to, and future use and enjoyment of, any of the parcels to be sold. Potential buyers are advised that KPB, at its sole discretion, reserves the right to withdraw any and or all of the parcels listed for sale.

SECTION 13. That \$25,000 has been appropriated into the Land Trust Fund Account No. 250.2120.45110 to satisfy tax obligations pursuant to AS 29.45.290 for those parcels specifically being retained by KPB for a public purpose.

SECTION 14. That parcels repurchased by former owners of record will be removed from Exhibit A or Exhibit B, as applicable.

SECTION 15. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 16. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

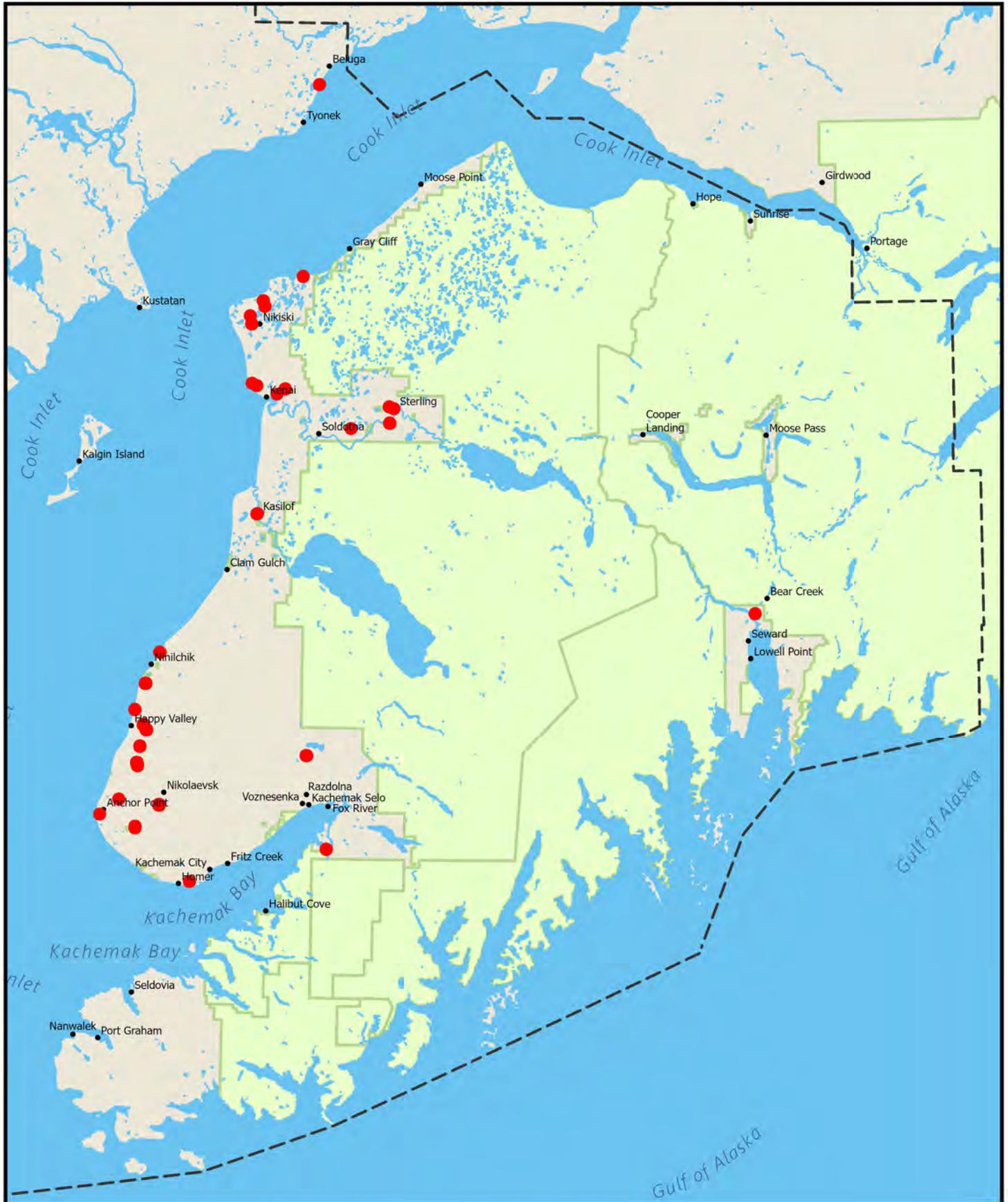
ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

EXHIBIT A
Parcels To Be Retained For A Public Purpose

Parcel No.	Legal Description	General Location	Acres	Last Owner of Record	Reason for Retention	Recommended Classification
14405009	Lot Ten (10), McBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405009)	Bear Creek	0.62	Moore, David J	Floodway	Preservation
14405010	Lot Nine (9), MCBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405010)	Bear Creek	0.73	Moore, David J	Floodway	Preservation
14405011	Lot Eight (8), McBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405011)	Bear Creek	0.83	Moore, David J	Floodway	Preservation
15912060	Tract Fifty-Three (53), HAPPY CREEK HOMESITES SUBDIVISION, according to Plat No. 62-711, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15912060)	Happy Valley	5.00	Harris, James R	Wetlands	Preservation
16532001	Tract Six (6), HAATH ACRES SUBDIVISION, according to Plat No. 76-27, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16532001)	Anchor Point	9.02	Bostic, Dorothy R	Wetlands	Preservation



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



REASON FOR RETENTION: FLOODWAY

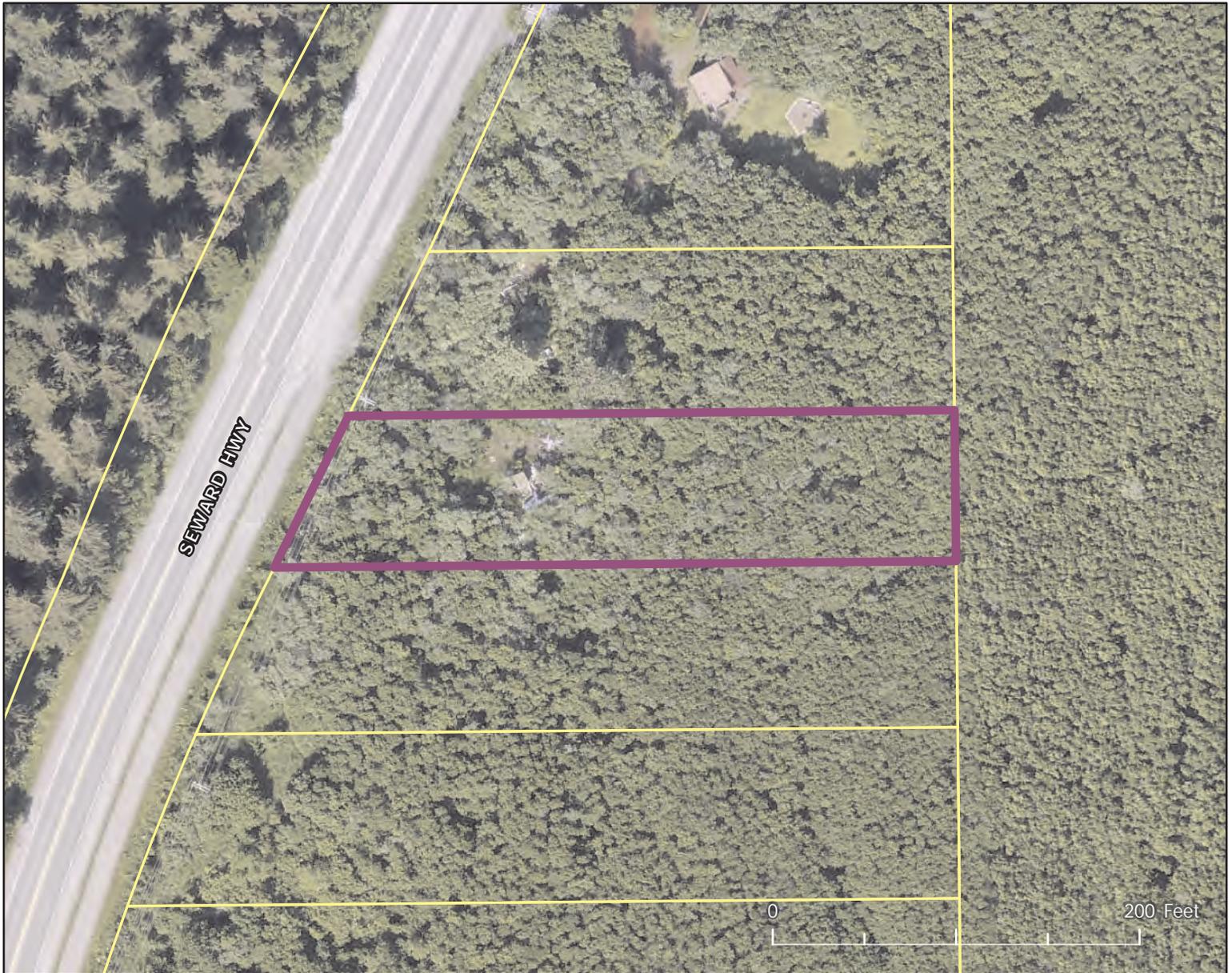
Parcel No.: 14405009

Recommended Classification: Preservation

Acres: 0.62

Legal Description:

Lot Ten (10), McBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405009)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



REASON FOR RETENTION: FLOODWAY

Parcel No.: 14405010

Recommended Classification: Preservation

Acres: 0.73

Legal Description:

Lot Nine (9), MCBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405010)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



REASON FOR RETENTION: FLOODWAY

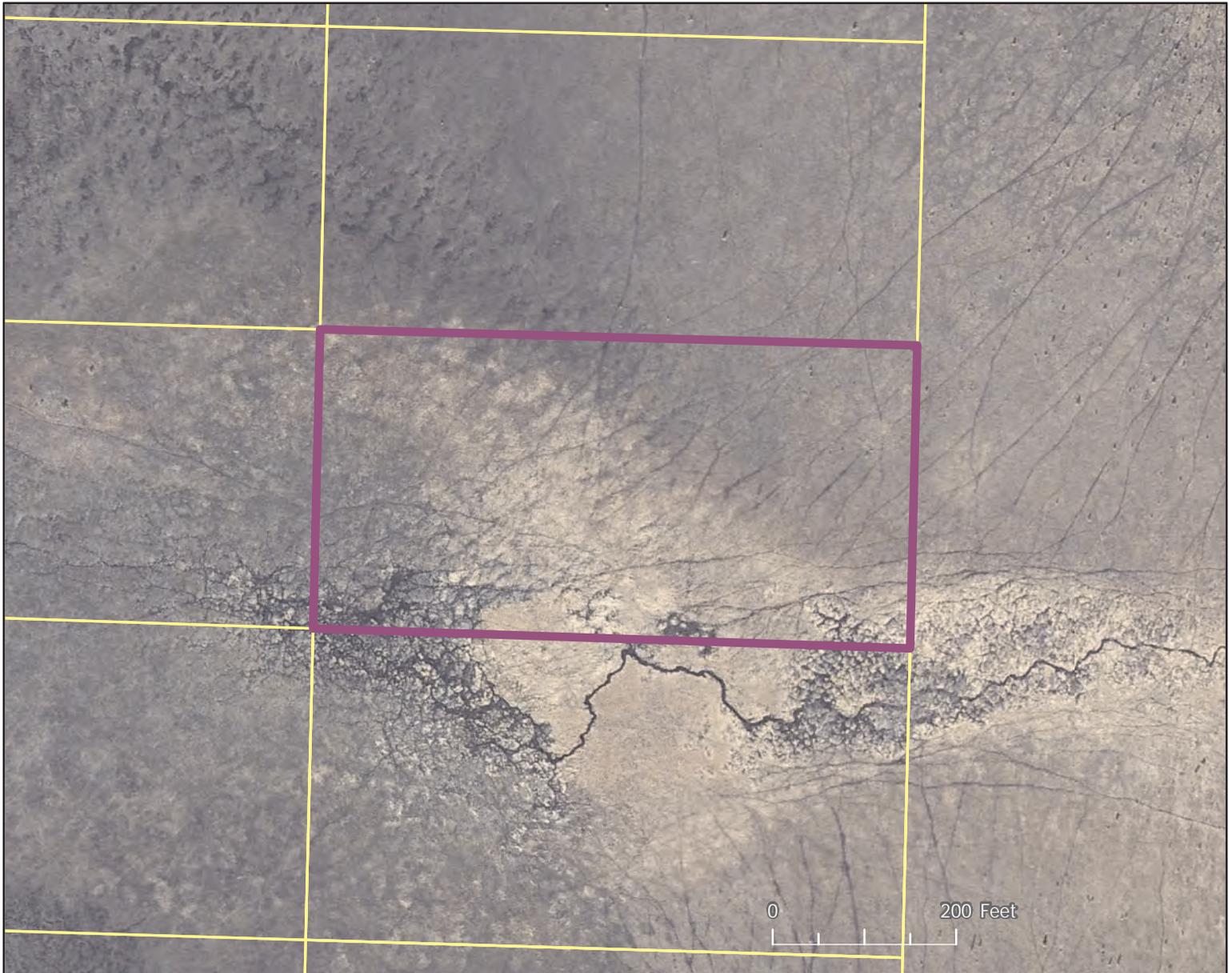
Parcel No.: 14405011

Recommended Classification: Preservation

Acres: 0.83

Legal Description:

Lot Eight (8), McBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405011)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



REASON FOR RETENTION: WETLANDS

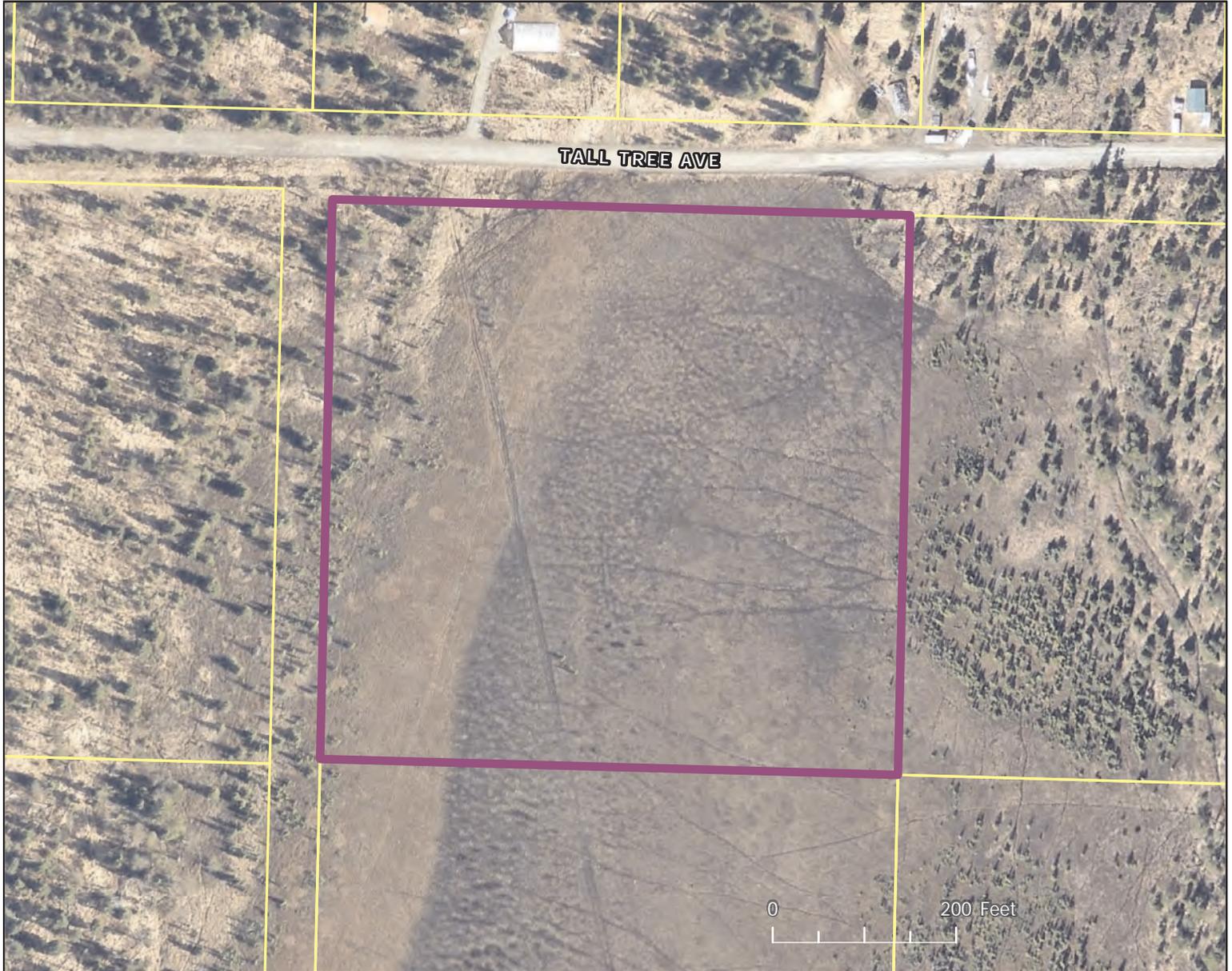
Parcel No.: 15912060

Recommended Classification: Preservation

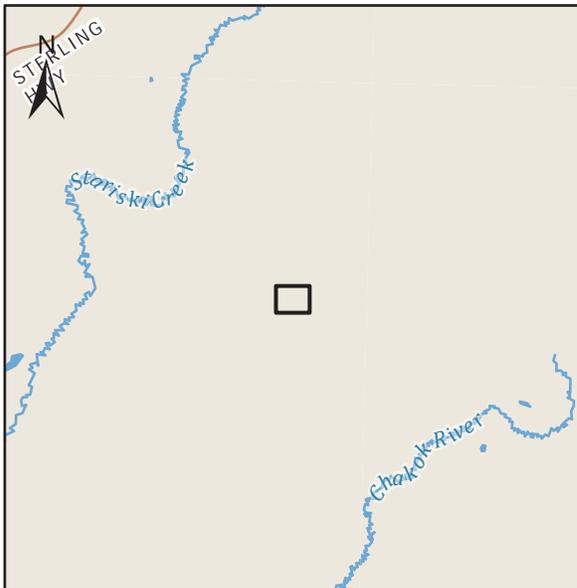
Acres: 5.00

Legal Description:

Tract Fifty-Three (53), HAPPY CREEK HOMESITES SUBDIVISION, according to Plat No. 62-711, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15912060)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



REASON FOR RETENTION: WETLANDS

Parcel No.: 16532001

Recommended Classification: Preservation

Acres: 9.02

Legal Description:

Tract Six (6), HAATH ACRES SUBDIVISION, according to Plat No. 76-27, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16532001)

EXHIBIT B
Parcels To Be Sold By Auction

Parcel No.	Legal Description	General Location	Acres	Last Owner of Record	Minimum Bid
01218017	The South 174.2 feet thereof, of Lot Sixteen (16), ISLAND-LAKE SUBDIVISION, according to Plat No. K-413, Kenai Recording District, State of Alaska. (KPB PIN 01218017)	Nikiski	0.31	Wise, Kenturia A	TBD
01320010	A Parcel of land situated in Lot 3, Section 6, Township 7 North, Range 11 West, SEWARD MERIDIAN, Kenai Recording District, Third Judicial District, State of Alaska, being more particularly as: BEGINNING at the extreme Northeast Corner of Government Lot 3, Section 6, Township 7 North, Range 11 West, SEWARD MERIDIAN, and referred to as Corner No. 1; thence West a distance of approximately 485 feet to Corner No.2; thence South a distance of approximately 150 feet to the road right of way, Corner No. 3; thence East along the road right of way a distance of 485 feet to Corner No. 4, thence North a distance of approximately 150 feet to Corner No. 1 and the point of beginning. (KPB PIN 01320010)	Nikiski	1.70	Bennett, Edna I	TBD
01321437	Lot One (1), Block Five (5), DON'S PLACE SUBDIVISION AMENDED, according to Plat No. 83-44, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01321437)	Nikiski	0.92	Weeks, Thomas A & Nadine	TBD
01328064	Lot Eighteen (18), Block Two (2), SEA-SCAPE SUBDIVISION, according to Plat No. 77-104, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01328064)	Nikiski	1.21	Miranda, Renee & Niland, John	TBD
01419001	Tract One (1), Block One (1), WELAKA LAKE ACRES SUBDIVISION, according to Plat No. K-1707, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01419001)	Nikiski	1.92	Posey, Richard	TBD
03904016	Lot Twenty-one (21), Block Eight (8), BLACK GOLD ESTATES SUBDIVISION, AMENDED, according to Plat No. K-1399, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03904016)	City of Kenai	0.21	Pace, Bret H	TBD
03913001	Lot One (1), Block One (1), MOMMSENS SUBDIVISION, 1988 ADDITION, according to Plat No. 91-12, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03913001)	City of Kenai	0.23	Binnacle Properties	TBD
03913003	Lot Three (3), Block One (1), MOMMSENS SUBDIVISION, 1988 ADDITION, according to Plat No. 91-12, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03913003)	City of Kenai	0.29	Binnacle Properties	TBD
04508023	Lot Two (2), JUSTA SUBDIVISION, according to Plat No. 2010-93, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 04508023)	City of Kenai	1.71	Wheeler, James Richard & Wheeler, Sherri Lou	TBD
04915002	Lot Two (2), Block Two (2), INLET VIEW SUBDIVISION FIRST REVISION, according to Plat No. K-1515, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 04915002)	City of Kenai	0.23	Williams, Craig	TBD
06306312	Lot Seven (7), Block Two (2), SUMPTER SUBDIVISION, according to Plat No. K-525, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06306312)	Sterling	0.87	Menz, John F & Warren, Judith M	TBD
06319004	Lot Four (4), SMITH-SLATER SUBDIVISION, NO. 1, according to Plat No. K-1352, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06319004)	Sterling	0.49	Hanson, David B	TBD

EXHIBIT B
Parcels To Be Sold By Auction

Parcel No.	Legal Description	General Location	Acres	Last Owner of Record	Minimum Bid
06349048	Lot Ten "A" (10-A), Block Three (3), STERLING HEIGHTS SUBDIVISION, ADDITION NO. 2 PART 4 (Amended), according to Plat No. 86-94, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06349048)	Sterling	1.03	Whittier Service, Inc.	TBD
06648016	Lot Sixteen (16), Block One (1), RIVER BRIDGE ESTATES SUBDIVISION, according to Plat No. 83-239, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06648016)	Funny River	1.78	Hanson, David B	TBD
06648050	Lot One (1), Block One (1), RIVER BRIDGE ESTATES SUBDIVISION, according to Plat No. 83-239, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06648050)	Funny River	0.94	Hanson, David B & Susan L	TBD
13307202	Lot Two (2), SNYDER SUBDIVISION, 1982 ADDITION OF LOTS 2 & 3, according to Plat No. 84-263, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 13307202)	Cohoe	3.45	Reid, Terresa Caroline	TBD
15719003	Lot Twenty (20), Block One (1), MY VIEW SUBDIVISION, according to Plat No. 73-857, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15719003)	Ninilchik	1.18	Carr, Charles & Julie	TBD
15719004	Lot Nineteen (19), Block One (1), MY VIEW SUBDIVISION, according to Plat No. 73-857, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15719004)	Ninilchik	1.18	Carr, Charles & Julie	TBD
15901304	Lot Two "B" (2B), FITZHUGH SUBDIVISION, TOMS' ADDITION, according to Plat No. 89-40, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15901304)	Happy Valley	3.00	Mattingly, Tom O, Best, Shirley, & Heckathorn, James I	TBD
15901305	Lot Two "A" (2A), FITZHUGH SUBDIVISION, TOMS' ADDITION, according to Plat No. 89-40, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15901305)	Happy Valley	1.77	Best, George B, Mattingly, Matthew A, Mattingly, Thomas G, Heckathorn, James I	TBD
15912015	Tract One (1), HAPPY CREEK HOMESITES SUBDIVISION, according to Plat No. 62-711, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15912015)	Happy Valley	5.00	Harris, James R	TBD
15923017	Tract Seventeen (17), HAPPY VALLEY 5 ACRE HOMESITES, according to Plat No. 62-629, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15923017)	Happy Valley	5.00	Pirkle, Harvey A	TBD
15944019	Lot Four (4), Block Two (2), SEACLIFF SUBDIVISION UNIT 2, according to Plat No. 76-107, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15944019)	Happy Valley	2.61	Loyd, Ronald A & Lela J	TBD
16525051	Tract B-One (B-1), WILLIAMS NORTH FORK SUBDIVISION, CHESSER 1984 SUBDIVISION OF TRACT B AND TRACT C, according to Plat No. 84-60, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16525051)	Anchor Point	1.52	Ellis, John J	TBD
16532007	Tract Eighteen (18), HAATH ACRES SUBDIVISION, according to Plat No. 76-27, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16532007)	Anchor Point	9.77	Bostic, Dorothy R	TBD

EXHIBIT B
Parcels To Be Sold By Auction

Parcel No.	Legal Description	General Location	Acres	Last Owner of Record	Minimum Bid
16559005	Lot Nine (9), OUTLOOK SUBDIVISION, ADDITION NO. 1 (Amended), according to Plat No. 83-123, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16559005)	Anchor Point	9.13	Wood, Jenny	TBD
16929013	Lot Thirty-One (31), SILVER KING CAMP, AMENDED, according to Plat No. 83-51, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16929013)	Anchor Point	0.08	Peterson, Frank R & Peterson, Nichole M	TBD
17127008	Tract Thirteen (13), INLET VIEW TRACTS SUBDIVISION, according to Plat No. 74-698, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17127008)	Anchor Point	7.74	Bennett, Robert & Bonnie Family Trust	TBD
17913312	Lot Forty-Seven (47), VIRGINIA LYN SUBDIVISION, according to Plat No. 61-256, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17913312)	City of Homer	1.12	Hanson, David B & Susan L	TBD
18541012	Lot Two (2), Block Seventeen (17), ALASKA STATE LAND SURVEY NO. 80-155, SOUTH CARIBOU LAKE SUBDIVISION, according to Plat No. 81-26, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 18541012)	Fox River	5.00	Fridricksson, Jonas Gunnar	TBD
19326412	Tract "E", ALASKA STATE LAND SURVEY NO. 73-47, according to Plat No. 75-25, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 19326412)	Bear Cove	0.76	Brown, Jason Robert	TBD
19326413	Tract "F", ALASKA STATE LAND SURVEY NO. 73-47, according to Plat No. 75-25, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 19326413)	Bear Cove	1.53	Brown, Jason Robert	TBD
21128016	Lot Three (3), Block Five (5), THREE MILE CREEK SUBDIVISION (Amended), according to Plat No. 72-7, Anchorage Recording District, Third Judicial District, State of Alaska. (KPB PIN 21128016)	Beluga	1.86	Kitamura, Amanda Ayako & Kitamura, David Misao	TBD



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 01218017

General Location: Nikiski

Acres: .31

Legal Description:

The South 174.2 feet thereof, of Lot Sixteen (16), ISLAND-LAKE SUBDIVISION, according to Plat No. K-413, Kenai Recording District, State of Alaska. (KPB PIN 01218017)



KENAI SPUR HWY

0 200 Feet

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MINIMUM BID: \$TBD

Parcel No.: 01320010
General Location: Nikiski
Acres: 1.70

Legal Description:

A Parcel of land situated in Lot 3, Section 6, Township 7 North, Range 11 West, SEWARD MERIDIAN, Kenai Recording District, Third Judicial District, State of Alaska, being more particularly as: BEGINNING at the extreme Northeast Corner of Government Lot 3, Section 6, Township 7 North, Range 11 West, SEWARD MERIDIAN, and referred to as Corner No. 1; thence West a distance of approximately 485 feet to Corner No.2; thence South a distance of approximately 150 feet to the road right of way, Corner No. 3; thence East along the road right of way a distance of 485 feet to Corner No. 4, thence North a distance of approximately 150 feet to Corner No. 1 and the point of beginning. (KPB PIN 01320010)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 01321437

General Location: Nikiski

Acres: .92

Legal Description:

Lot One (1), Block Five (5), DON'S PLACE SUBDIVISION AMENDED, according to Plat No. 83-44, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01321437)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 01328064

General Location: Nikiski

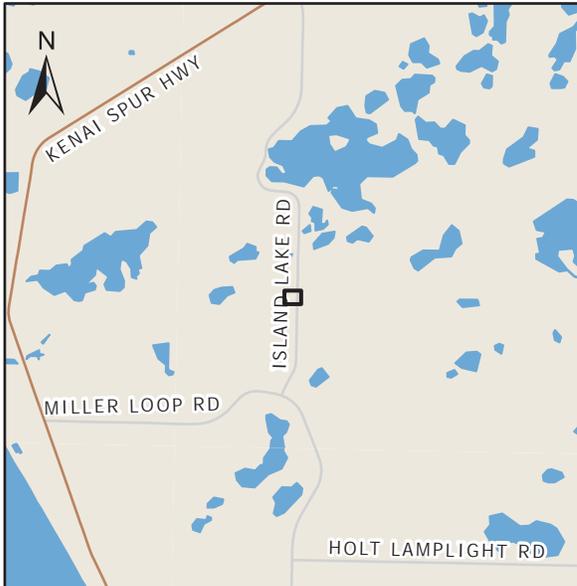
Acres: 1.21

Legal Description:

Lot Eighteen (18), Block Two (2), SEA-SCAPE SUBDIVISION, according to Plat No. 77-104, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01328064)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 01419001

General Location: Nikiski

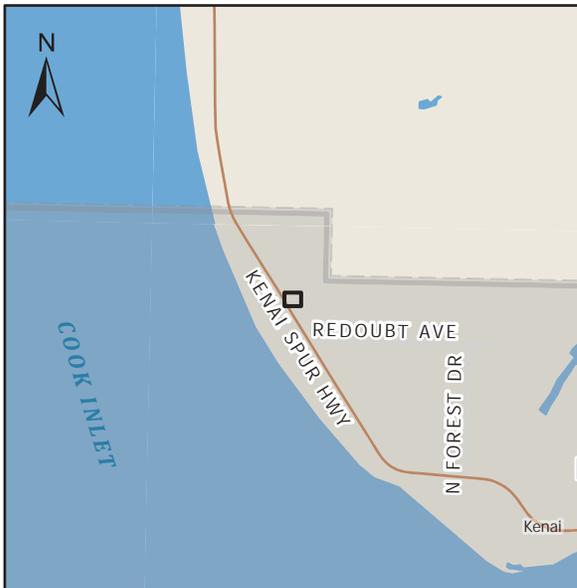
Acres: 1.92

Legal Description:

Tract One (1), Block One (1), WELAKA LAKE ACRES SUBDIVISION, according to Plat No. K-1707, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01419001)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 03904016

General Location: City of Kenai

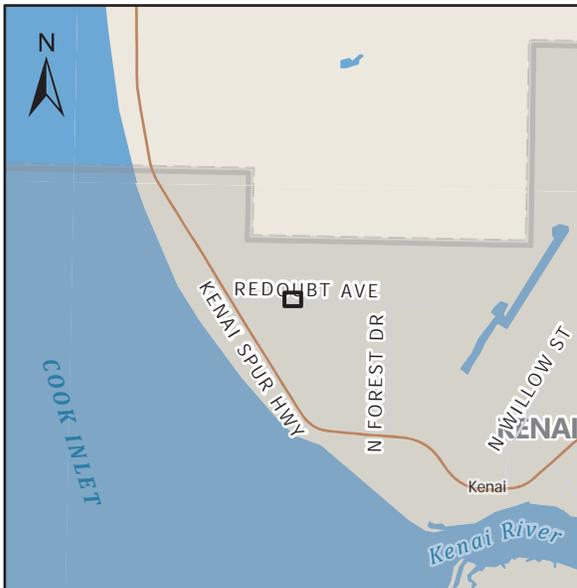
Acres: .21

Legal Description:

Lot Twenty-one (21), Block Eight (8), BLACK GOLD ESTATES SUBDIVISION, AMENDED, according to Plat No. K-1399, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03904016)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 03913001

General Location: City of Kenai

Acres: .23

Legal Description:

Lot One (1), Block One (1), MOMMSSENS SUBDIVISION, 1988 ADDITION, according to Plat No. 91-12, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03913001)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 03913003

General Location: City of Kenai

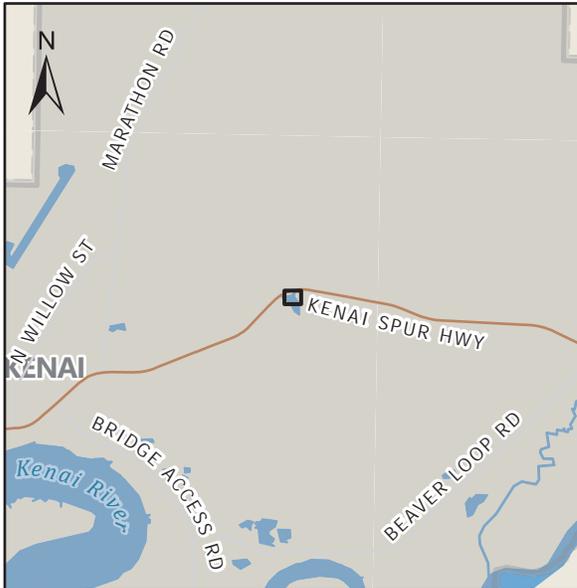
Acres: .29

Legal Description:

Lot Three (3), Block One (1), MOMMSSENS SUBDIVISION, 1988 ADDITION, according to Plat No. 91-12, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03913003)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

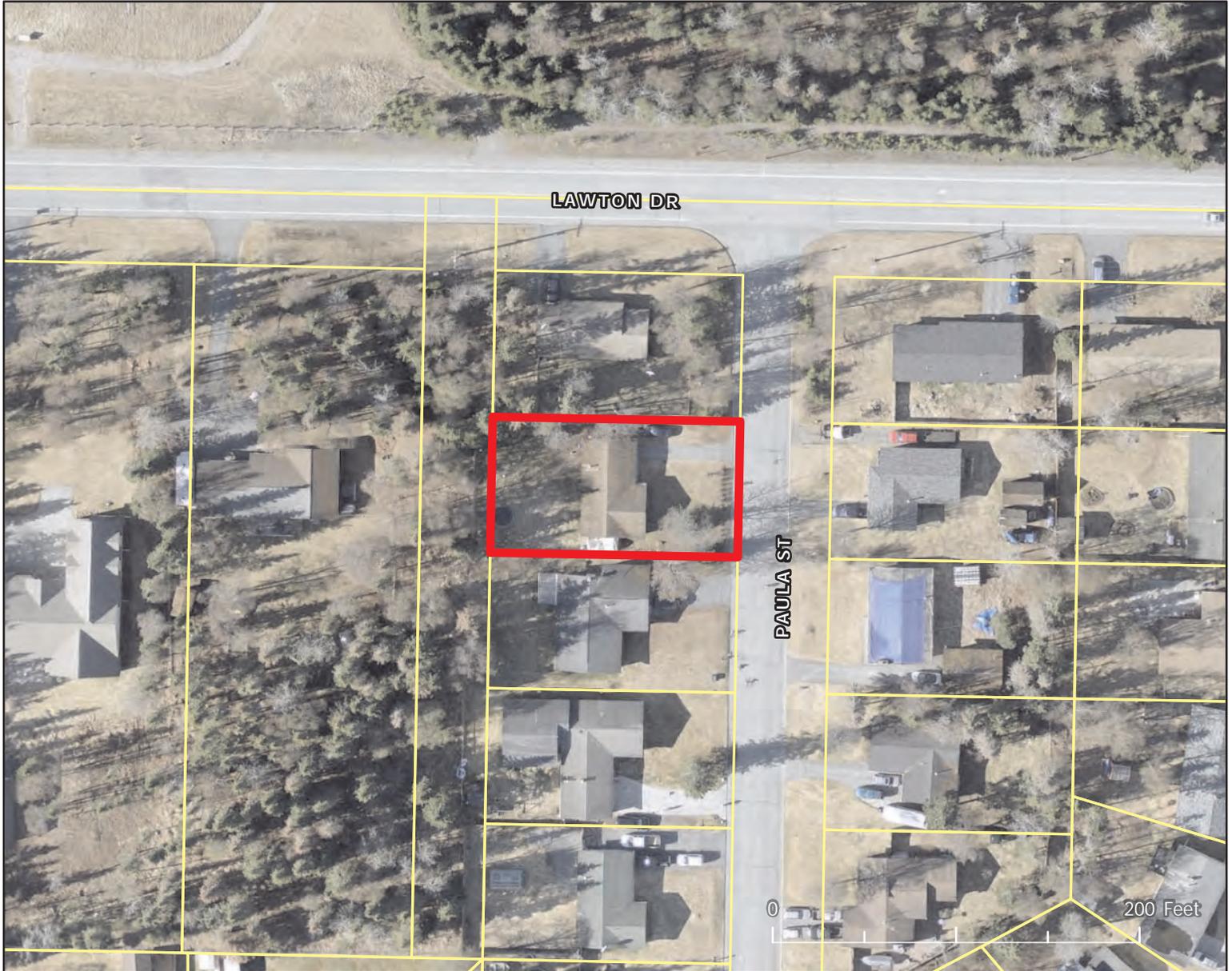
Parcel No.: 04508023

General Location: City of Kenai

Acres: 1.71

Legal Description:

Lot Two (2), JUSTA SUBDIVISION, according to Plat No. 2010-93, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 04508023)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 04915002

General Location: City of Kenai

Acres: .23

Legal Description:

Lot Two (2), Block Two (2), INLET VIEW SUBDIVISION FIRST REVISION, according to Plat No. K-1515, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 04915002)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 06306312

General Location: Sterling

Acres: .87

Legal Description:

Lot Seven (7), Block Two (2), SUMPTER SUBDIVISION, according to Plat No. K-525, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06306312)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 06319004

General Location: Sterling

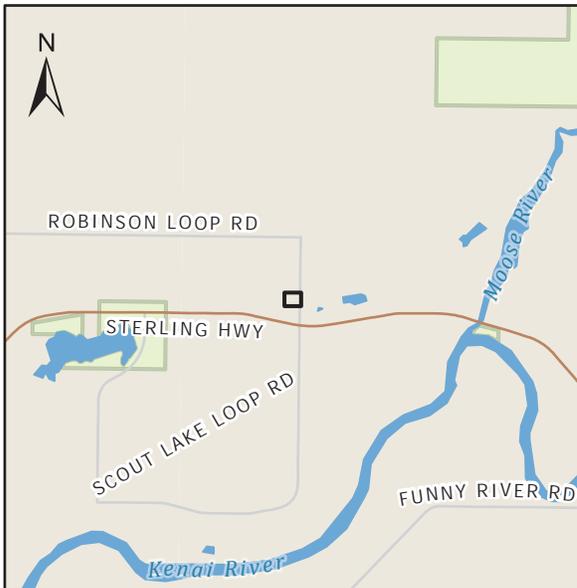
Acres: .49

Legal Description:

Lot Four (4), SMITH-SLATER SUBDIVISION, NO. 1, according to Plat No. K-1352, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06319004)



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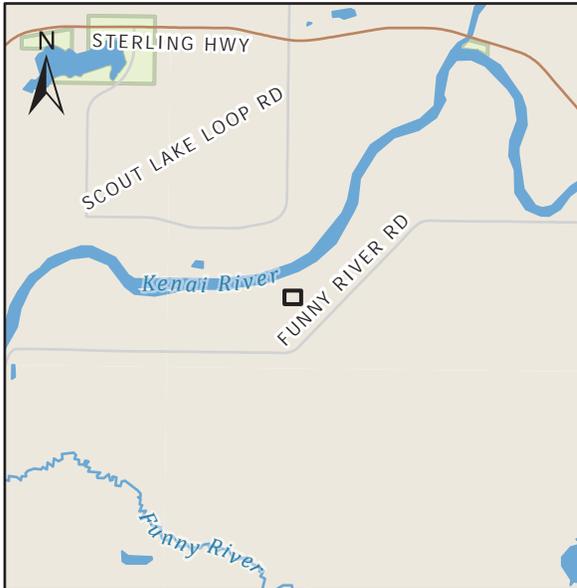
MINIMUM BID: \$TBD

Parcel No.: 06349048
General Location: Sterling
Acres: 1.03

Legal Description:
Lot Ten "A" (10-A), Block Three (3), STERLING HEIGHTS SUBDIVISION, ADDITION NO. 2 PART 4 (Amended), according to Plat No. 86-94, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06349048)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

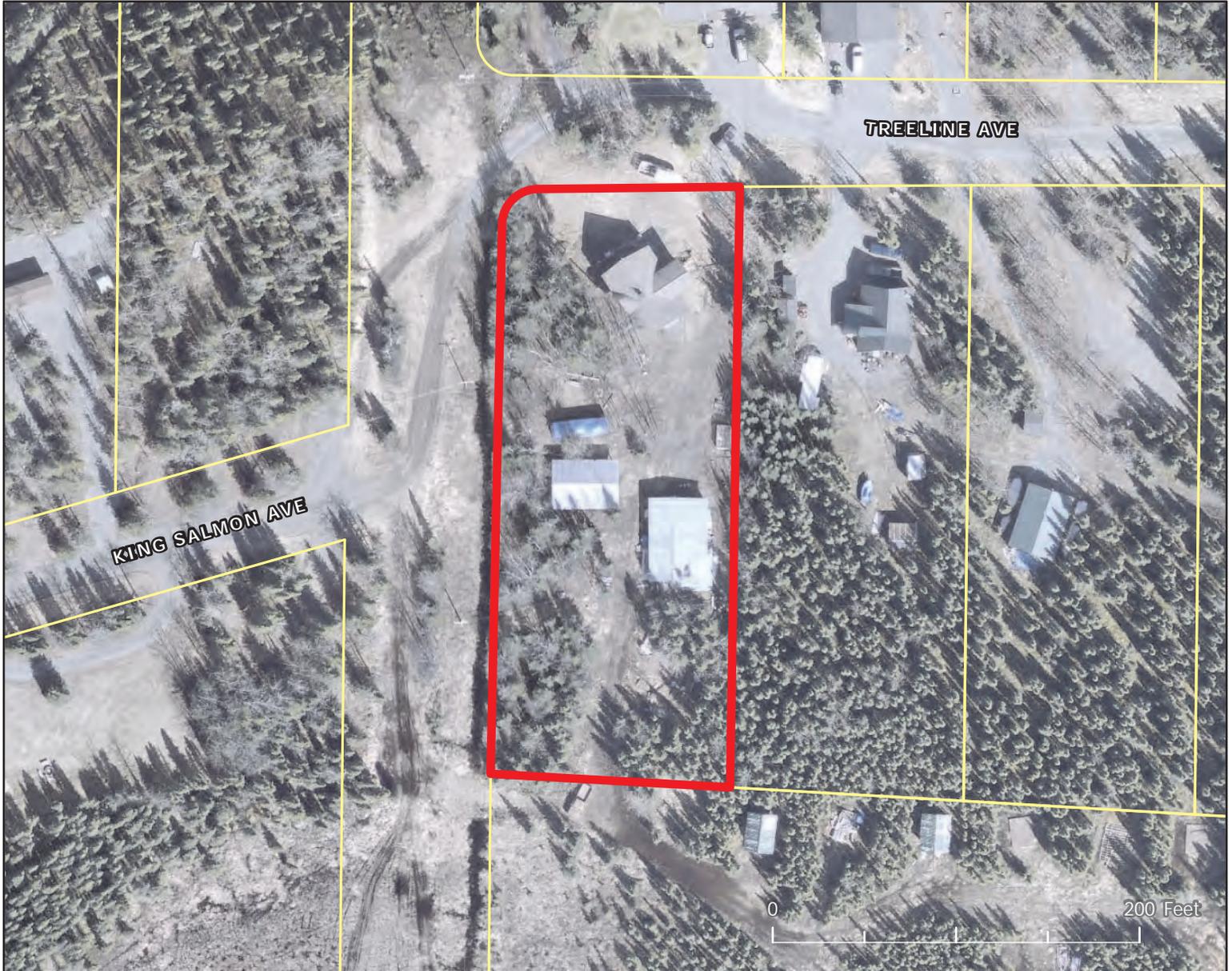
Parcel No.: 06648016

General Location: Funny River

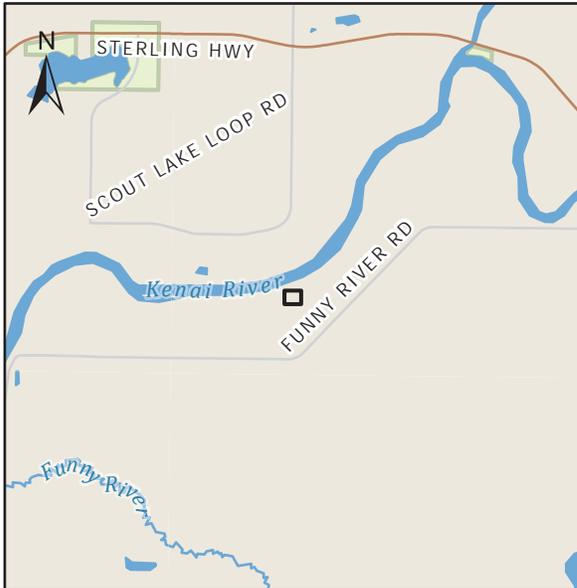
Acres: 1.78

Legal Description:

Lot Sixteen (16), Block One (1), RIVER BRIDGE ESTATES SUBDIVISION, according to Plat No. 83-239, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06648016)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 06648050

General Location: Funny River

Acres: .94

Legal Description:

Lot One (1), Block One (1), RIVER BRIDGE ESTATES SUBDIVISION, according to Plat No. 83-239, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06648050)



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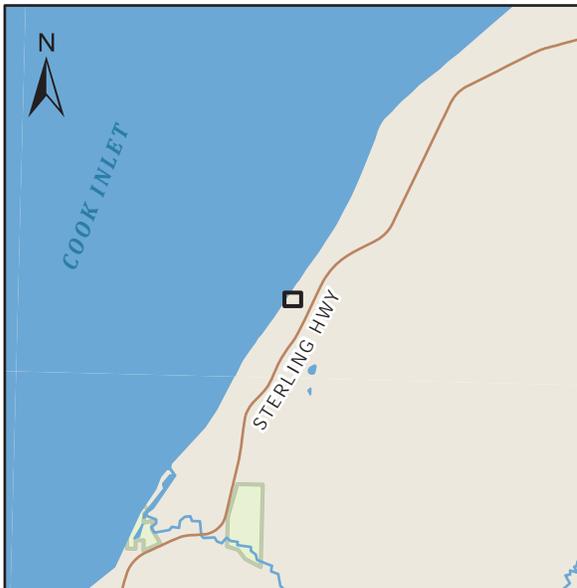
MINIMUM BID: \$TBD

Parcel No.: 13307202
General Location: Cohoe
Acres: 3.45

Legal Description:
Lot Two (2), SNYDER SUBDIVISION, 1982 ADDITION OF LOTS 2 and 3, according to Plat No. 84-263, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 13307202)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 15719003

General Location: Ninilchik

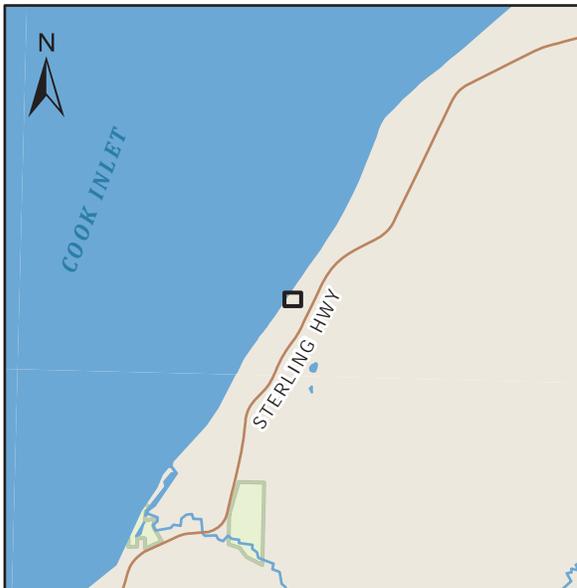
Acres: 1.18

Legal Description:

Lot Twenty (20), Block One (1), MY VIEW SUBDIVISION, according to Plat No. 73-857, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15719003)



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MINIMUM BID: \$TBD

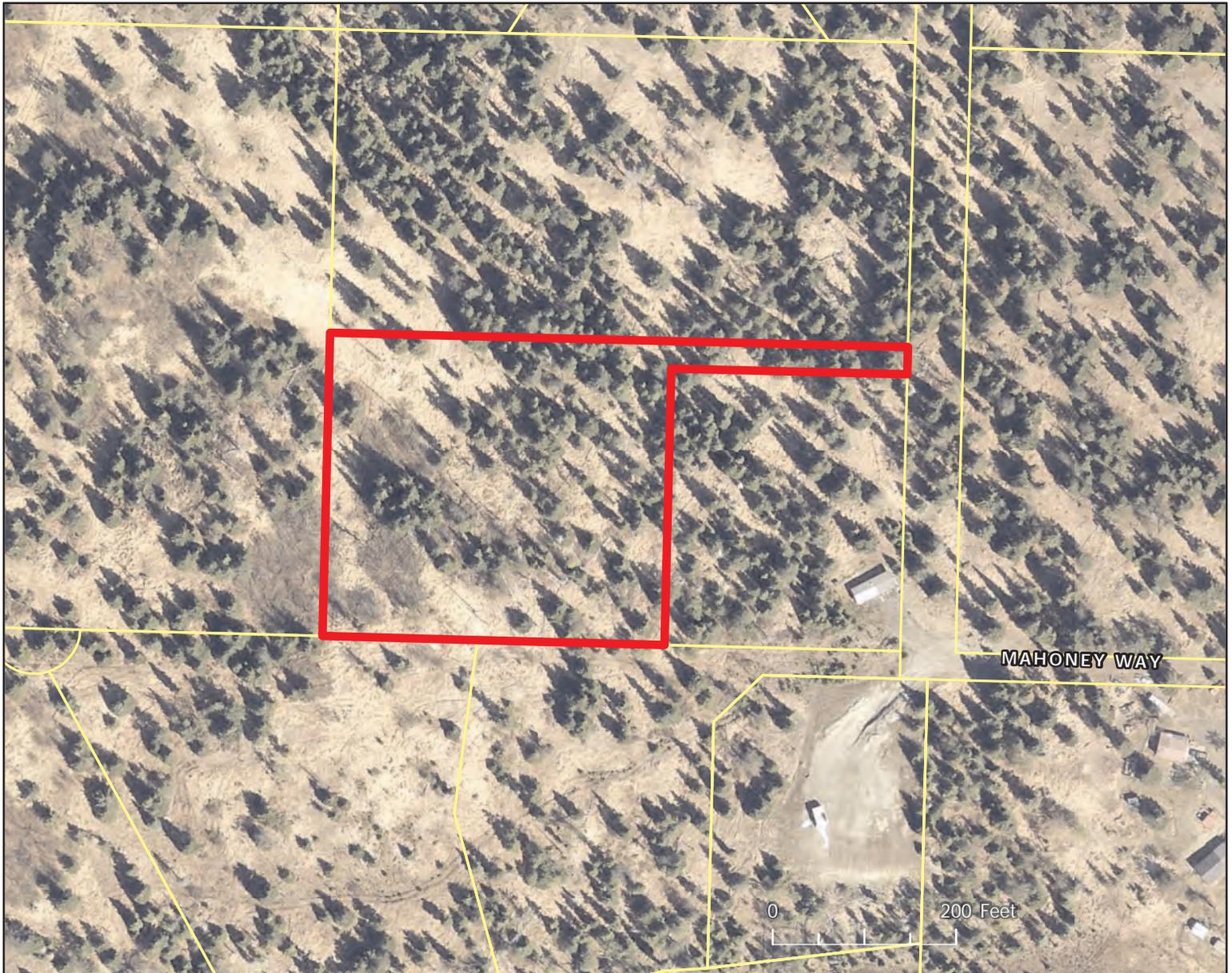
Parcel No.: 15719004

General Location: Ninilchik

Acres: 1.18

Legal Description:

Lot Nineteen (19), Block One (1), MY VIEW SUBDIVISION, according to Plat No. 73-857, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15719004)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 15901304

General Location: Happy Valley

Acres: 3.00

Legal Description:

Lot Two "B" (2B), FITZHUGH SUBDIVISION, TOMS' ADDITION, according to Plat No. 89-40, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15901304)



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MINIMUM BID: \$TBD

Parcel No.: 15901305

General Location: Happy Valley

Acres: 1.77

Legal Description:

Lot Two "A" (2A), FITZHUGH SUBDIVISION, TOMS' ADDITION, according to Plat No. 89-40, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15901305)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 15912015

General Location: Happy Valley

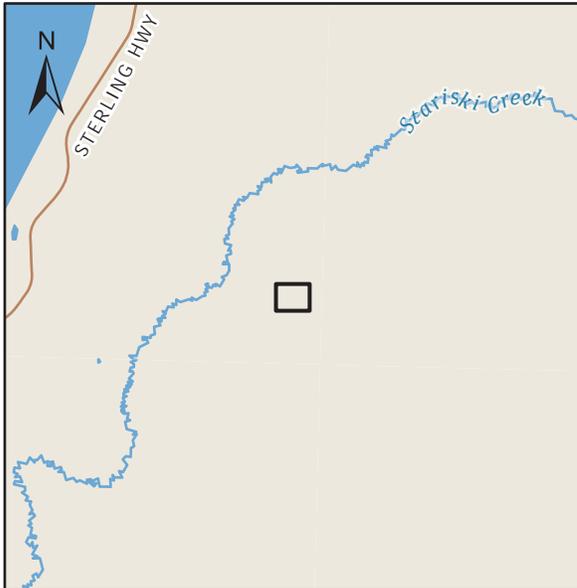
Acres: 5.00

Legal Description:

Tract One (1), HAPPY CREEK HOMESITES SUBDIVISION, according to Plat No. 62-711, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15912015)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

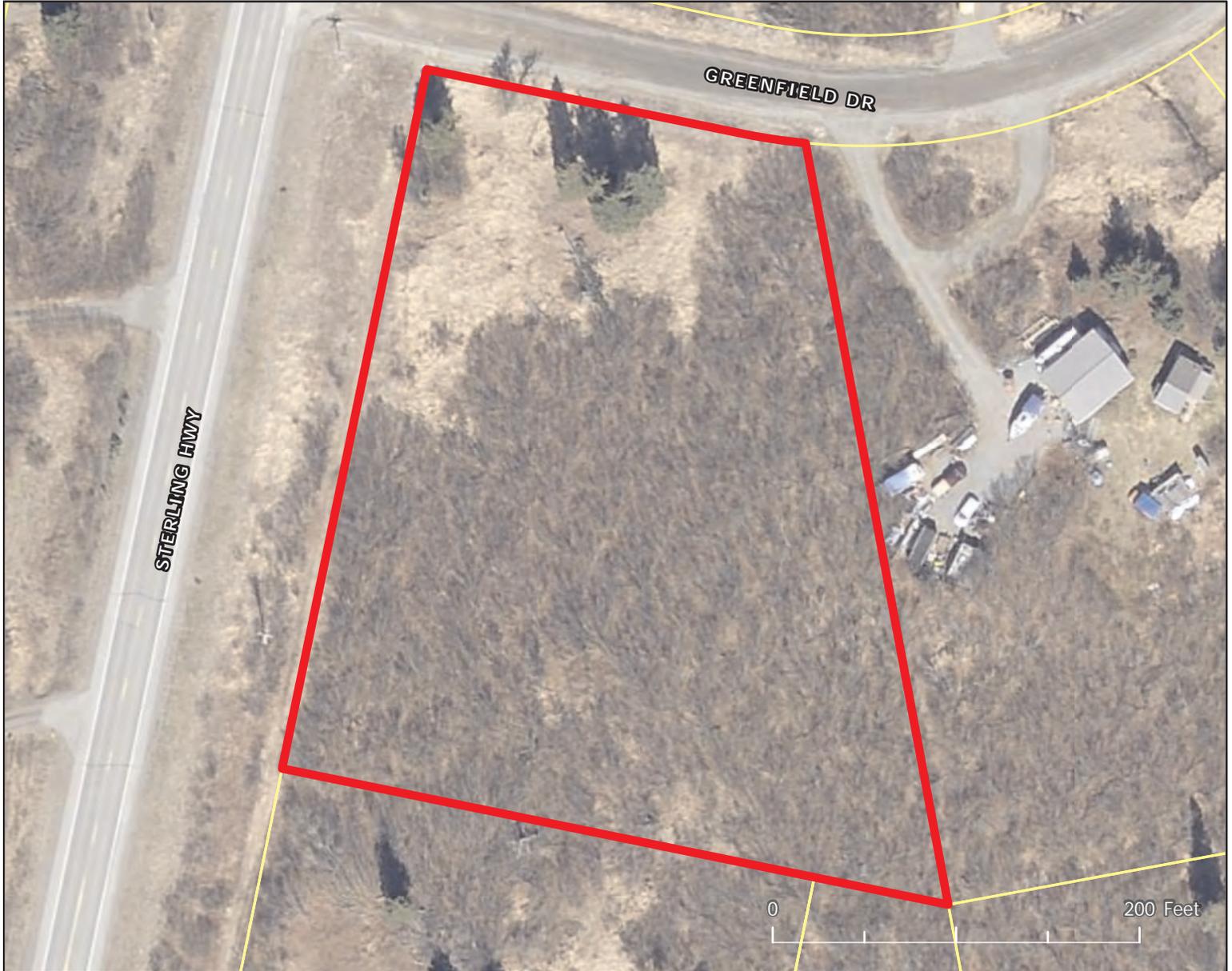
Parcel No.: 15923017

General Location: Happy Valley

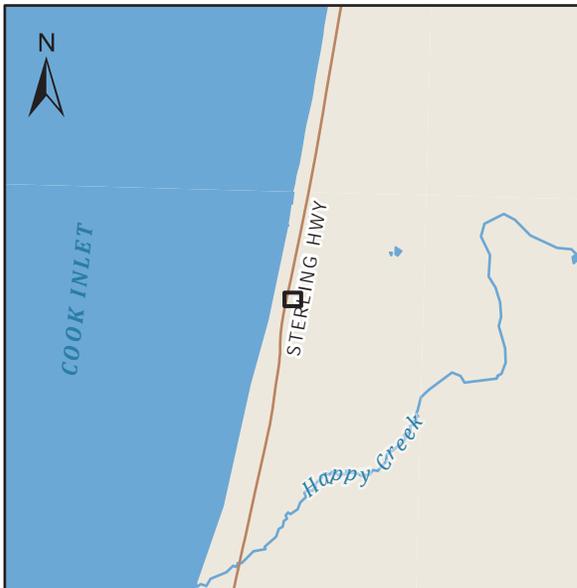
Acres: 5.00

Legal Description:

Tract Seventeen (17), HAPPY VALLEY 5 ACRE HOMESITES, according to Plat No. 62-629, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15923017)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 15944019

General Location: Happy Valley

Acres: 2.61

Legal Description:

Lot Four (4), Block Two (2), SEACLIFF SUBDIVISION UNIT 2, according to Plat No. 76-107, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15944019)



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MINIMUM BID: \$TBD

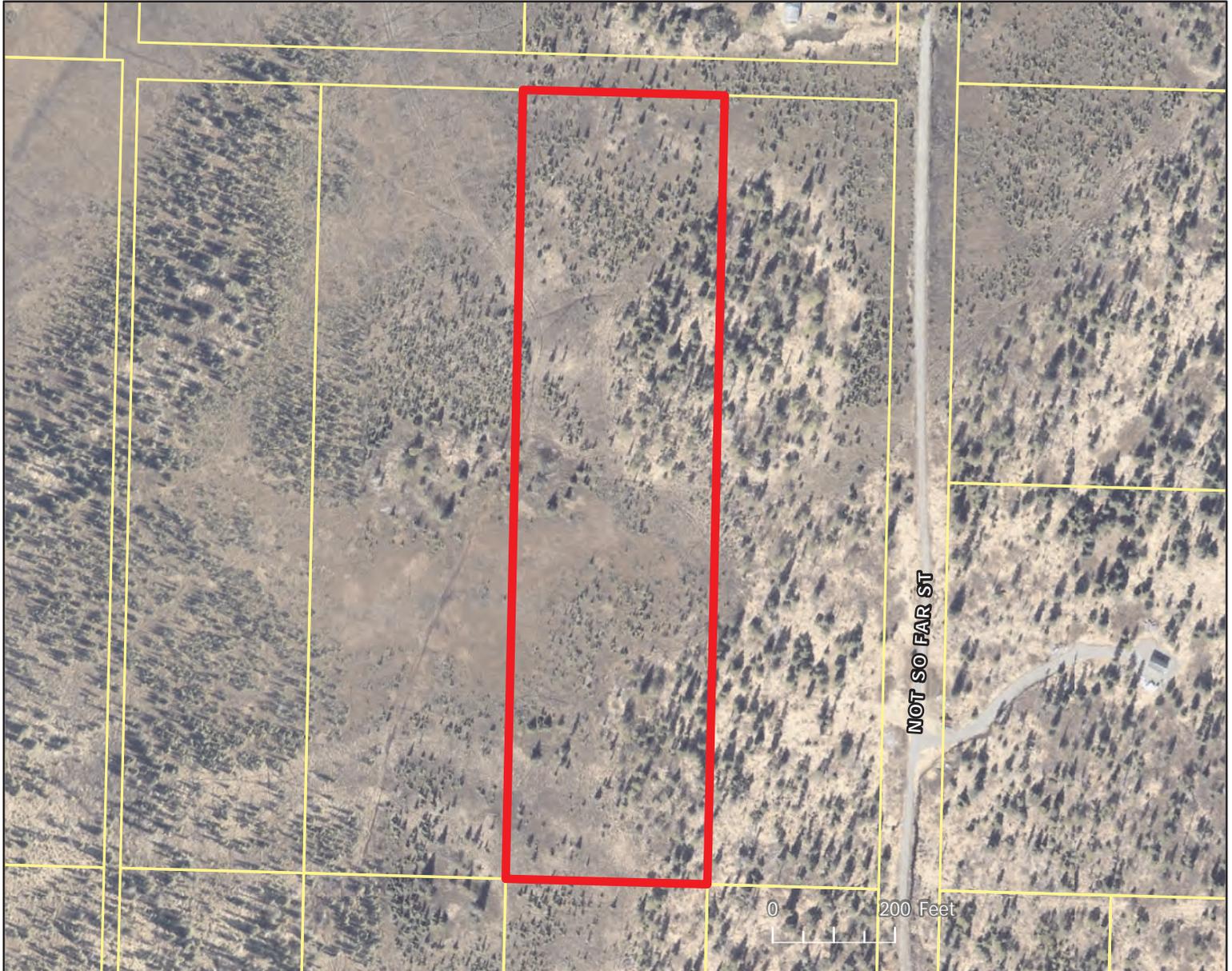
Parcel No.: 16525051

General Location: Anchor Point

Acres: 1.52

Legal Description:

Tract B-One (B-1), WILLIAMS NORTH FORK SUBDIVISION, CHESSER 1984 SUBDIVISION OF TRACT B AND TRACT C, according to Plat No. 84-60, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16525051)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 16532007

General Location: Anchor Point

Acres: 9.77

Legal Description:

Tract Eighteen (18), HAATH ACRES SUBDIVISION, according to Plat No. 76-27, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16532007)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

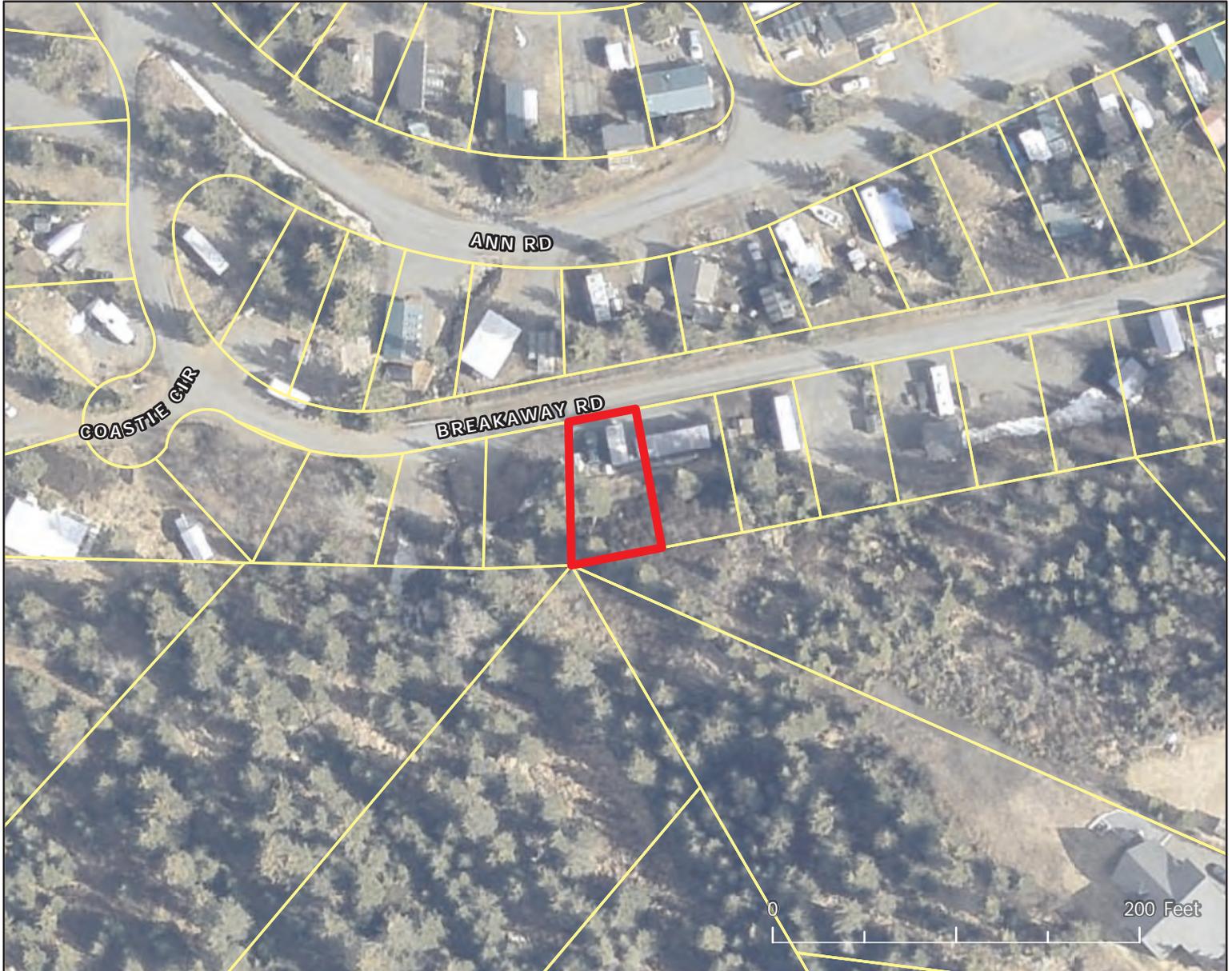
Parcel No.: 16559005

General Location: Anchor Point

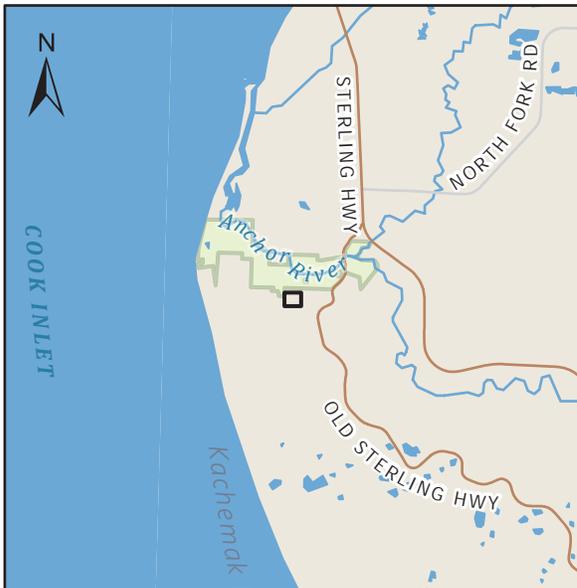
Acres: 9.13

Legal Description:

Lot Nine (9), OUTLOOK SUBDIVISION, ADDITION NO. 1 (Amended), according to Plat No. 83-123, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16559005)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

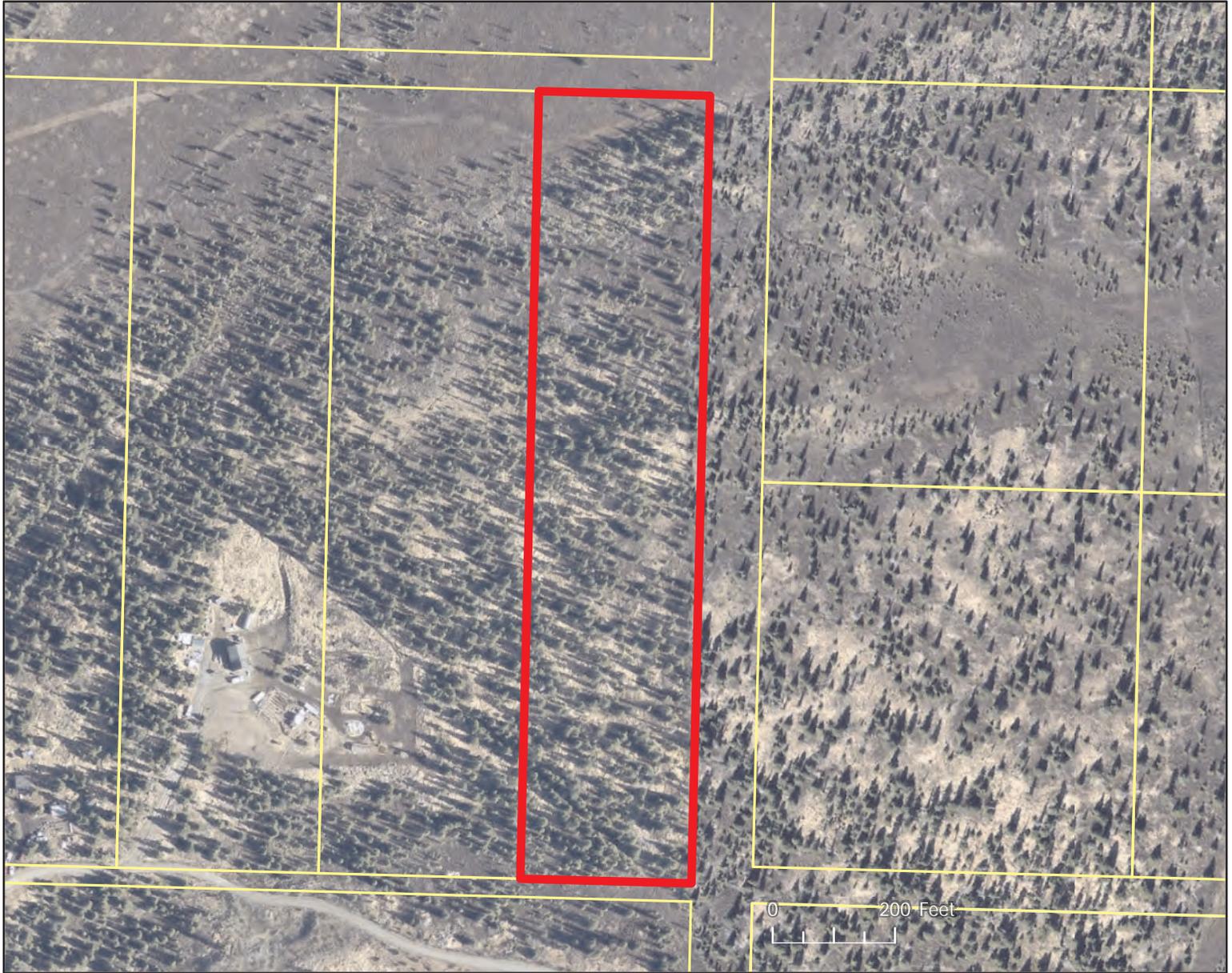
Parcel No.: 16929013

General Location: Anchor Point

Acres: 0.08

Legal Description:

Lot Thirty-One (31), SILVER KING CAMP, AMENDED, according to Plat No. 83-51, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16929013)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 17127008

General Location: Anchor Point

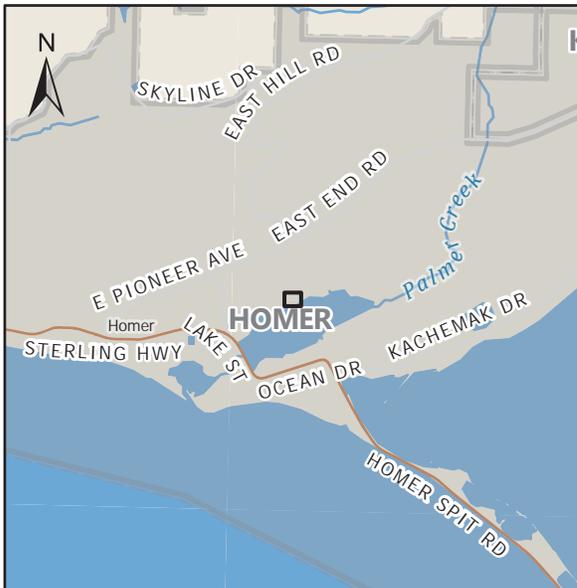
Acres: 7.74

Legal Description:

Tract Thirteen (13), INLET VIEW TRACTS SUBDIVISION, according to Plat No. 74-698, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17127008)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

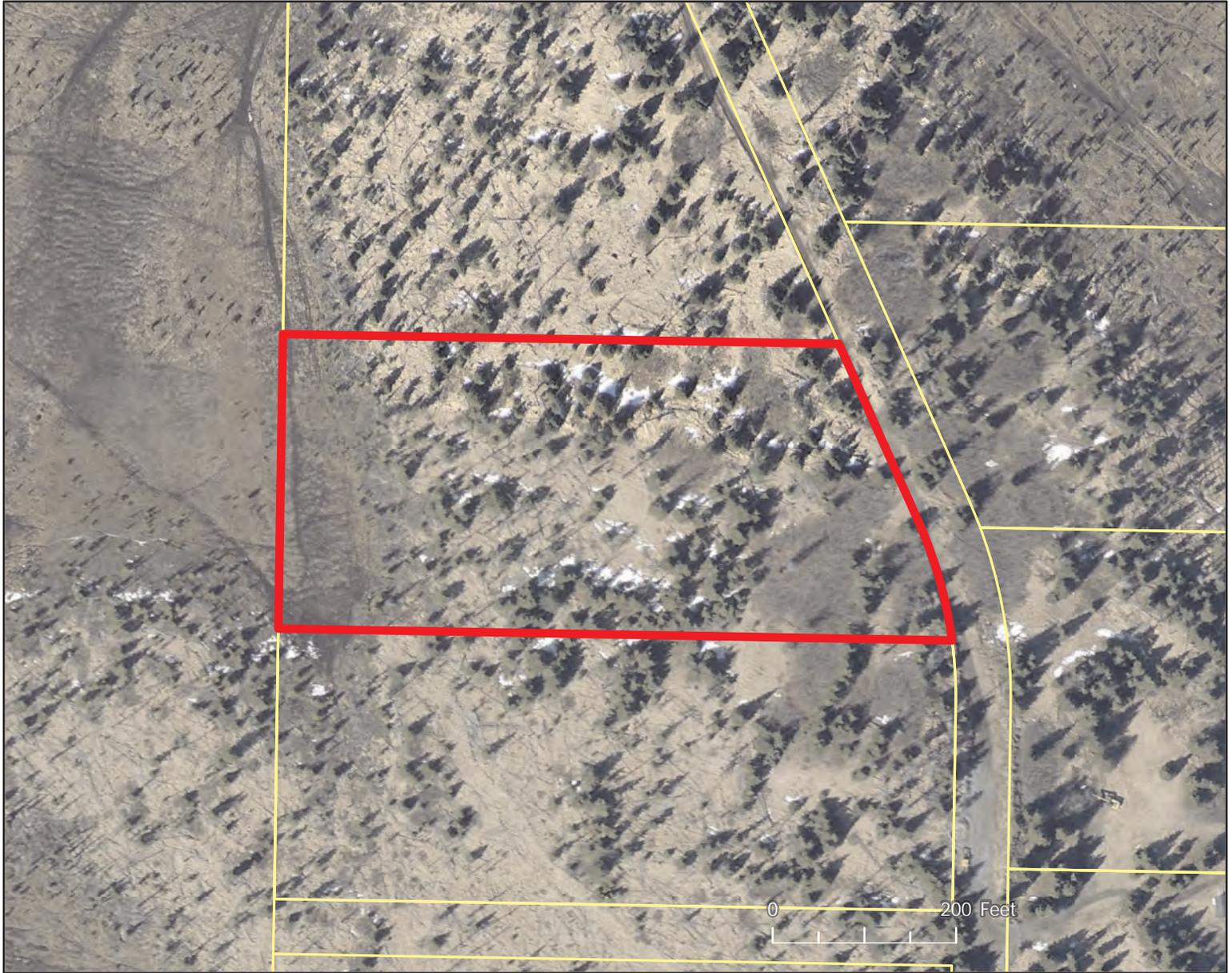
Parcel No.: 17913312

General Location: City of Homer

Acres: 1.12

Legal Description:

Lot Forty-Seven (47), VIRGINIA LYN SUBDIVISION, according to Plat No. 61-256, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17913312)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 18541012

General Location: Fox River

Acres: 5.00

Legal Description:

Lot Two (2), Block Seventeen (17), ALASKA STATE LAND SURVEY NO. 80-155, SOUTH CARIBOU LAKE SUBDIVISION, according to Plat No. 81-26, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 18541012)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 19326412

General Location: Bear Cove

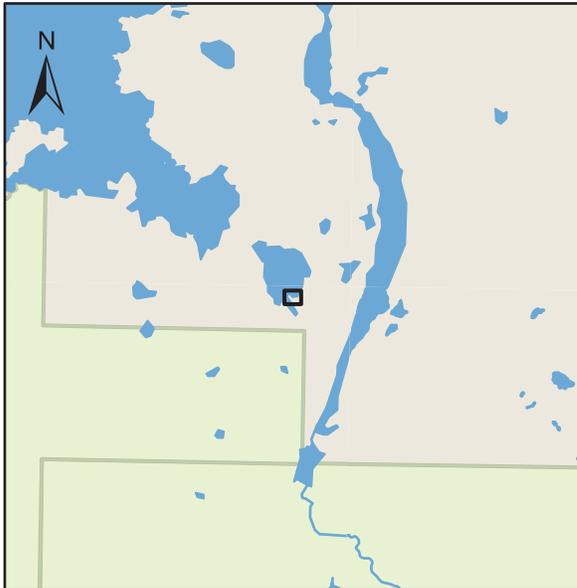
Acres: 0.76

Legal Description:

Tract "E", ALASKA STATE LAND SURVEY NO. 73-47, according to Plat No. 75-25, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 19326412)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 19326413

General Location: Bear Cove

Acres: 1.53

Legal Description:

Tract "F", ALASKA STATE LAND SURVEY NO. 73-47, according to Plat No. 75-25, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 19326413)



The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: \$TBD

Parcel No.: 21128016

General Location: Beluga

Acres: 1.86

Legal Description:

Lot Three (3), Block Five (5), THREE MILE CREEK SUBDIVISION (Amended), according to Plat No. 72-7, Anchorage Recording District, Third Judicial District, State of Alaska. (KPB PIN 21128016)

DESK PACKET

(MATERIALS SUBMITTED AFTER 3/6/26)

9. Ordinance 2026-05: Authorizing retention or sale of certain real property obtained by the Kenai Peninsula Borough through tax foreclosure proceedings.

NIKISKI ADVISORY PLANNING COMMISSION

Regular Meeting Minutes
March 12, 2026 at 6:30 pm
Location: North Peninsula Rec Center

1. **CALL TO ORDER- 6:34**
2. **ROLL CALL- Kelly Brewer, Stacy Olivia, Jon Harmon, Jason Ross Zoom, Tim Scherr Kenai Peninsula Borough Planner: Ryan Raidmae, KPB Lands: Jennifer Shields, KPB Aaron Hughes**
3. **APPROVAL OF AGENDA- Jason approved Kelly second**
4. **APPROVAL OF MINUTES- Jason approved Kelly second**
5. **BOROUGH BUSINESS**

PRESENTATIONS-

- a. Jennifer Shields spoke about **Ordinance 2026-05, Tax Foreclosure Sale** on April 25, 2026 will be held at the Kenai Peninsula Borough Building in the Assembly Chamber Room-Sale of Certain Real Property Obtained by the Kenai Peninsula Borough Through Tax Foreclosure Proceedings will be available for purchase. In the 1st round buyers are limited to 2 parcels-in the 2nd round buyers the purchase of parcels is unlimited. Jennifer said parcel 01218017 (**On Foreclosure list/Island Lake Frontage**) would not be retained as asked by the NAPC for the Nikiski Fire Department use due to unknown liabilities. Kelly made a motion to approve; Jon second. All Approved. Open discussion-Kelly asked if KPB could post the Auction information at the Nikiski Post Office, Jennifer said that they could so public was aware of Auction. Jason asked if Non-Profit could buy parcel 01218017 Jennifer said No but a private party could buy the parcel then sell it to the non-profit. Kelly asked if the KPB was doing clean up on Parcel 01218017 Jennifer and Aaron both indicated that that would be the liability and responsibility of the buyer.
- b. Aaron Hughes spoke about **Ordinance 2026-XX, Casual Use Amendment**
The ordinance serves to further identify, define and encourage allowable uses under Casual Use, and provides future guidance on how **lands** available for casual use are to be identified, and may be closed based on extraordinary public health, welfare and safety-related conditions. This Ordinance amendment is to identify Casual Use-**KPB land** over 20 acres would NOT change and open for Casual use- 20 acres and under would be closed to Casual (public) use. As stated in 2D on the agenda-a 20 acre or less **KPB land** can be nominated for Casual use. **Discussion**

opened before approval of the Amendment due to Commissioner concerns. Stacy was concerned that the wording on the Amendment did not include farm animals (Cattle) using KPB lands to cross over and would using them be an added expense? Aaron indicated they could purchase a Casual Use Permit. Kelly asked how much that permit would cost Aaron said a Personal Use permit for Casual Use costs \$500 a Commercial Permit costs \$1500. Kelly was concerned how this may affect recreational vehicles driving on KPB lands/ KPB are used for crossing to other public lands via snowmachines along with other recreation sport vehicles or uses-Jason was concerned about hunting on the KPB lands under 20 acres. Aaron being an understood the concerns. He asked if we could help work on an amendment to the amendment to change the wording-all Commissioners agreed. The Amendment to the Amendment agreed upon is **Closure of KPB lands to Casual Use may not prohibit or restrict legal access to other public lands.** With this Amendment added to the Amendment Tim motioned to approve; Jason 2nd. All Approved

REPORTS

- i. Planner ii. Assembly Member/Other-Ryan said there's potential for a new 20-acre gravel pit near Milky Way off Holt Lamplight. Out of State Owners are asking preliminary questions and getting the paperwork from KPB

6. **PLATTING**

- a. Poolside Estates, 2026 Addition, KPB 2026-016: This subdivision will subdivide one parcel into nine parcels. Kelly motioned to approve; Jason 2nd All Approved

7. **OLD BUSINESS**

- a. Nikiski Comprehensive Plan- AI reviewed the Survey Data and prioritized the Top 5 survey results. Commissioners will receive a copy from Ryan. Survey results on agenda for next meeting-to be put out to the public.

8. **NEW BUSINESS**

- a. None

9. **PUBLIC COMMENT/PRESENTATION: none**

10. **COMMISSIONER COMMENTS: Jon discussed safety concerns that was on Nikiski Chats FB page regarding South Millers turning lane**

11. **ADJOURNMENT: 8:00 PM**

Next Regular Meeting: Thursday April 9, 2026, at 6:30 PM

E. NEW BUSINESS

- 10. Ordinance 2026-XX: Authorizing the lease of a material site owned by the Kenai Peninsula Borough by competitive lease offering through sealed bid procedures.**

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Robert Ruffner, Planning Director
Aaron Hughes, Land Management Officer *Aaron Hughes*

FROM: Marcus Mueller, Land Management Agent *Marcus Mueller*

DATE: March 5, 2026

RE: Ordinance 2026-_____, Authorizing the Lease of a Material Site Owned by the Kenai Peninsula Borough by Competitive Lease Offering Through Sealed Bid Procedures (Mayor)

The Eagle Lake Material Site is located approximately 3 miles from mile 19 East End Road. The Kenai Peninsula Borough (KPB) Land Management Division has previously managed the site through a now-expired Concessionaire’s Agreement. It is important to East End Road communities for the site to produce gravel products needed for development and infrastructure maintenance.

A lease has been prepared for public offering which would provide for the production of gravel for sale to local markets. A lease additionally provides greater opportunities for gravel business development through a broader set of choice making available under a lease, given fewer requirements and greater autonomy to pursue opportunities.

A sealed bid offering format will be used based on annual rent (a 12-month period). Because the initial period extends to December 31, 2026, the initial period will be prorated by the actual number of months that the lease is in place during the year. Lease rent will adjust with a 3% increase annually on January 1st of each year of the lease. The lease sets a minimum (15,000 cubic yards) and a maximum (25,000 cubic yards) yearly gravel quantities that are tied to the rent and performance requirements. A royalty provision sets a \$3.25/cubic yard rate for gravel volumes that are in excess of the 25,000 cubic yard volume included in the rent each year. The proposed lease to be offered is for an initial term to end December 31, 2030, with a 5-year renewal provision. The lease premises is 86.75 acres, more or less, and contains the active material site and area for exploration and expansion. The lease requires a materials mining and reclamation plan, to be approved by the Land Management Officer.

A minimum bid amount representing the fair market rental value for a 12-month period, is proposed based upon land and resource values included in rent and considering the performance requirements necessary to produce the material, which includes operational maintenance of a mile long access road to the site’s 1900’ elevation, thick overburden removal, material qualities, and reclamation.

Page -2-
RE: O2026-____

The Sealed Bid receipt deadline is proposed for 4 p.m. April 28, 2026, with all bids to be received at the Land Management Division front desk located within the George A. Navarre Borough Building in Soldotna. A brochure will identify the lease being offered and provide instructions for participation and describe the subsequent lease award and closing process. Notice of the Sealed Bid Lease Offering will be published on the KPB Land Sale Hub at www.kpb.us/landsales along with a brochure, in addition to posting in three public places, in accordance with KPB 1.08.180.

The KPB Planning Commission will hold a public hearing regarding the proposed land sale on March 16, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.

Introduced by: Mayor
Date: 03/17/26
Hearing: 04/07/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2026-XX**

AN ORDINANCE AUTHORIZING THE LEASE OF A MATERIAL SITE OWNED BY THE KENAI PENINSULA BOROUGH BY COMPETITIVE LEASE OFFERING THROUGH SEALED BID PROCEDURES

WHEREAS, the Kenai Peninsula Borough (KPB) has title to the land listed in Section 2 of this ordinance; and

WHEREAS, the land listed in Section 2 of this ordinance is classified as Resource Development pursuant to Resolution 95-003; and

WHEREAS, the proposed lease premises is an active material site, commonly known as the Eagle Lake Material Site, that produces gravel products important for development and infrastructure maintenance to the communities east of Homer; and

WHEREAS, the proposed lease is specifically for the development, extraction, operation and maintenance of a sand and gravel material site; and

WHEREAS, the proposed lease contains performance requirements to ensure seasonal availability of gravel products to local markets along with increased opportunities for gravel business development through lease terms; and

WHEREAS, sealed bid procedures ensure that the lease offering for the specified natural resources is orderly and fair; and

WHEREAS, the minimum acceptable bid set forth below is to be considered fair market rental value (FMRV) of the lease, which is then subject to annual adjustment and subject to royalties at a rate of \$3.25 per cubic yard on sand and gravel quantities in excess of 25,000 cubic yards in a year; and

WHEREAS, the lease proposed to be offered is for an initial term to end December 31, 2030, with a 5-year renewal provision; and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regularly scheduled meeting held on _____, 2026, recommended _____.

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. That the lease premises listed below is authorized for offering by sealed bid at the minimum bid listed to be considered FMRV.

Parcel No.	Acres	LEASE PREMISES	General Location	Minimum Bid
PORTION OF 18515046	86.75 +/-	The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska as shown on Exhibit 2 of the Lease	Eagle Lake / Fox River	\$4,166 Per Month Lease Amount OR \$50,000 Annual Lease Amount

SECTION 3. That the lease will have an initial term to end December 31, 2030, and provide for a 5-year renewal if the lease is in good standing at time of renewal.

SECTION 4. That rent for the initial partial year, from commencement date of the lease to December 31, 2026, shall be prorated by the actual number of months and partial months for which rent is due and paid in 2026. Rent shall be adjusted by a 3% annual increase each January 1st. January 1, shall be determined to be the beginning of a new year in the lease term.

SECTION 5. That the lease will provide for the removal of a minimum of 15,000 cubic yards and a maximum of 25,000 cubic yards of material to be removed from the site on a calendar year basis, included in rent. Any amounts in excess of 25,000 cubic yards in a calendar year shall be conditioned on the payment of royalty at a rate of \$3.25 per cubic yard. All volumes of material removed in the preceding year shall be measured, reported and paid by January 30th.

SECTION 6. That KPB will reserve rights of access through the lease premises along routes as specified in the lease.

SECTION 7. That the lease being offered for the Lease Premises described in Section 2 will be in the form substantially similar to the Material Site Lease Agreement accompanying this ordinance.

SECTION 8. That the method of disposal will be by sealed bid lease pursuant to KPB 17.10.100(F). The deadline date and time for receipt of sealed bids will be April 28, 2026, 4:00 p.m.. The location of receipt of sealed bids will be the borough Land Management front desk on the top floor at 144 N. Binkley Street, Soldotna, Alaska.

- SECTION 9.** That notice of sealed bid lease must be published in accordance with KPB 1.08.180. The last notice of sealed bid lease must appear not less than five calendar days before the date of sealed bid lease. The notice must contain a brief description of the land, the general location of the land and the terms of the sealed bid lease as fixed by this ordinance.
- SECTION 10.** That the Mayor, or designee, is hereby authorized to remove the authorized lease offering at KPB's discretion any time prior to execution of a lease.
- SECTION 11.** That, upon successful bid, the awarded bidder will first be required to submit a mining and reclamation plan and other required documents to then enter into the lease agreement of the subject lease premises. A bid deposit in the amount of 10% of the bid amount, will accompany the sealed bid. Only the bid deposit of the awarded bidder will be deposited and will be applied to the monthly rental amount due, except that if the awarded bidder breaches a term of the offering, preventing lease closing, KPB will retain up to the full amount of the of the bid deposit as liquidated damages. Bid deposits of all unsuccessful bidders will be returned within 3 weeks of the bid opening in the form received. Any person or entity who is delinquent in the payment of any tax, debt or obligation owed to KPB will not be eligible to lease KPB-owned land while the delinquency remains outstanding.
- SECTION 12.** That sealed bid records will contain all bid amounts and corresponding bidder/business names. In the event the highest bidder is unable to perform, the lease will be offered to the second position bidder for the amount of the second position bidder's bid, provided that the bid amount is at or in excess of the established minimum bid amount. Bid results of the highest bidder only will be published on the KPB Land Sale Hub at www.kpb.us/landsales within 24 hours of bid opening. All bid results will be published at www.kpb.us/landsales within two business days of lease execution.
- SECTION 13.** That the lessee will be responsible for all title and other insurance requirements, survey, recording, and reporting costs, if any, for the duration of the lease term.
- SECTION 14.** That the Mayor is authorized to sign any documents necessary to effectuate this ordinance.
- SECTION 15.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.
- SECTION 16.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS *DAY
OF *, 2026.**

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

MATERIAL SITE LEASE AGREEMENT

This Material Site Lease Agreement (Agreement) is entered into by the Kenai Peninsula Borough, an Alaska municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB or Lessor), and _____, whose mailing address is _____ (Lessee) (together, the Parties). This Agreement becomes effective on the date of signature by KPB (the Effective Date).

PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

1. BACKGROUND. Lessor owns certain real property located in the Kenai Peninsula Borough, in the State of Alaska, that is more particularly described in Exhibit 1 attached hereto (the Property). For good and valuable consideration, the Parties agree that Lessor will grant Lessee the right to use a portion of the Property, the Leased Premises identified in Section 4, "Description of Property", in accordance with the terms of this Agreement.

2. AUTHORIZED CONTACT. All communications about this Agreement must be directed as follows, and any reliance on a communication with a person other than who is listed below is at the Party's own risk.

LESSOR

Name: Kenai Peninsula Borough
Attn: Land Management Division
Re: Lease No. _____
144 N. Binkley St.
Soldotna, AK 99669

LESSEE

Name: _____
Attn: _____
Re: _____

3. CONTRACT DOCUMENTS. As authorized by Kenai Peninsula Borough Ordinance _____, this Agreement is the final and complete understanding of the Parties. The following Exhibits and Appendices are attached and are considered part of this Agreement as well as anything incorporated by reference or attached to those Exhibits or Appendices:

- Appendix A: Lease Provisions Required by KPB 17.10
- Exhibit 1: Description of the Property and the Leased Premises
- Exhibit 2: Leased Premises Depiction
- Exhibit 3: Material Site Mining and Reclamation Plan
- Exhibit 4: Memorandum of Lease

If in conflict, the order of precedence will be: the Agreement, Appendix A, Exhibit 1, Exhibit 2, Exhibit 3, and then Exhibit 4.

PART II. LEASE DESCRIPTION AND TERMS

4. DESCRIPTION OF PROPERTY. Subject to the terms and conditions of this Agreement, Lessor hereby grants to Lessee a leasehold interest in and to that certain portion of the Property containing 86.75 Acres, more or less, as described and depicted on Exhibit 1 and Exhibit 2 of this Agreement, attached hereto (collectively, the Leased Premises), for the specific purpose of development, extraction, operations, maintenance and reclamation of a Sand and Gravel Material Site as defined in Section 9, "Use" together with non-exclusive access beginning directly off of the Basargin Road right-of-way as depicted on Exhibit 2 of this Agreement.

5. TERM.

(a) The initial term will commence on the effective date and end on December 31, 2030 (the Initial Term). January 1 is determined to be the Anniversary Date for the lease term. That period between the commencement date and December 31, 2026 is considered a partial lease year, prorated by the number of months and partial months for which rent is due and paid.

(b) Lessee will have the right and option to extend the term of this Agreement for one (1) successive term of five (5) years (a Renewal Term), provided Lessee is not in default or in breach of this Agreement. The Renewal Term will commence automatically, unless Lessee delivers written notice to Lessor, not less than -ninety (90) days prior to the end of the then-current Term, of Lessee's intent not to renew, or unless Lessee is in default or in breach of this Agreement. For purposes of this Agreement, Term includes the Initial Term and any applicable Renewal Term.

(c) Should Lessee or any assignee, sublessee or licensee of Lessee hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover will constitute and be construed as a tenancy from month-to-month only, upon the same terms and conditions and including a monthly escalation to the preceding Rent of fifteen percent (15%) in addition to a \$8.00 per yard fee for any and all material removed during the holdover period.

6. TERMINATION.

This Agreement may be terminated as follows:

(a) by Lessee upon thirty (30) days prior written notice to Lessor, if Lessee is unable to obtain or maintain any required insurance, approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the development and operation of the Materials Site as now or hereafter intended by Lessee;

(b) by Lessee upon sixty (60) days prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to the remaining Rent due under the existing Term until such Term expires, and subject to removal requirements contained within Section 12, "Equipment, Fixtures, and Removal".

(c) by Lessor in the event of a default in the performance or observance of any of the Agreement terms or conditions, and if such default continues thirty (30) 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 in which the contract is in default.

7. RENT. Beginning on the Effective Date, Lessee must pay to Lessor a monthly rent payment of _____ Dollars (\$_____.00) (Rent), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each Material Site Lease Agreement Site Name: Eagle Lake Materials Site

Anniversary Date, determined to be January 1, Rent will adjust annually by three percent (3%) over the prior year's Rent amount. Should Lessee fail to submit a monthly Rent payment in full on or before the fifteenth (15th) day of each calendar month in which Rent is due, a penalty of 10 percent (10%) of the monthly Rent amount will be charged to the Lessee for each month past due.

8. TAXES. Lessee must pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the leasehold improvements as defined in Section 9, "Use", located on the Leased Premises, including any taxable private leasehold interests.

9. USE. The Leased Premises are being leased for the specific purpose of developing, operating, maintaining and reclaiming a sand and gravel material site, including stripping, excavating, extracting, processing, and removing, for use, sale, or other disposition of the sand, gravel and rock materials, permanently restoring and stabilizing mined areas, and related improvements and uses. Lessee may, subject to the foregoing, make any improvement, alteration, or modification to the Leased Premises as are deemed appropriate by Lessee for the permitted use herein, pursuant to prior written approval from KPB through an approved materials mining and reclamation plan. Lessee will have the right to clear the Leased Premises of any trees, vegetation, or undergrowth reasonably necessary to Lessee's use of the Leased Premises for the intended purposes.

The following uses are specifically prohibited uses:

- A) No residential structures or permanent improvements are allowed on the site.
- B) No solid waste disposal or burial of foreign materials are allowed on the site.
- C) No fuel storage in excess of 750 gallons are allowed on the site.

10. SECURITY AND SAFETY MEASURES.

(a) Gate and Site Security. Lessee may install, operate and maintain a locked gate or other site security measures for the leased area only provided Lessee first provides KPB, for its review and approval, a "security and public safety plan" showing the location and specification of the security features, lock sharing mechanisms, and public safety signs and visibility signals. Lessee may also undertake any other appropriate means to restrict public access in the leased area, its equipment and facilities, and related improvements, including, without limitation, posting signs and signals for safety, security, and access control purposes.

11. ACCESS, MAINTENANCE, AND SIGNAGE.

(a) Access. During the Term, Lessee, and its sublessees, licensees, customers, guests, agents, and assigns will have the unrestricted, exclusive right to use, and will have free and unfettered access to the Leased Premises seven (7) days a week, twenty-four (24) hours a day, except as provided by Lessor's reserved rights contained in Section 4, "Description of Property" and Section 17, "Co-located Rights of Access Reserved By Lessor". Lessor for itself, its successors and assigns, hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, sublessees, sublicensees, successors, and assigns non-exclusive access across an existing access road ("Access Road") to the extent depicted on Exhibit 2 for ingress and egress, for the Term(s) of this Lease, with the right to reconstruct, improve, add to, enlarge, and change, over, across, and through any access for the benefit of and access to the Leased Premises, subject to the terms and conditions herein set forth.

(b) Access Maintenance. During the term of the Lease, Lessee agrees to perform its own maintenance of the Access Road necessary to conduct the Performance Requirements contained in Section 15. "Operating Requirements". Access Road maintenance includes plowing, sanding, grading, capping, ditching, culvert

placement, gate operations, gate maintenance, signage and repair necessary to upkeep the Access Road without significant degradation. Maintenance must be conducted to keep the road in a safe and usable condition during all times the site is operational.

(c) Gate Operation. During the term of the Lease, Lessee agrees to operate the Access Road gate, including specifically the following:

1) to provide, install and maintain "GATE CLOSED AHEAD" caution signs meeting MUTCD specifications for OM-1 object marker signs, placed approximately 500 feet on each side of the gate, and to install and maintain red and white or yellow and black reflective barrier markings prominently on the top rail of the gate and top of gate posts along with installation and maintenance of an OM-4 object marker sign attached to each side of the gate, which may be in the alternative form of a 24" stop sign on each side of the gate.

2) to provide, install and maintain a road sign located along Access Road, visible from the Basargin Road intersection, signaling and stating "Dead End" "Closed Gate Ahead".

3) to secure the gate with a locking mechanism that is in common control of Lessee and Lessor, such as a shared combination lock or dual locks with one of Lessee's and one of Lessor's.

4) to open and close the gate as necessary and convenient to access the Lease Premises and to conduct Lessee's Use and the Performance Requirements contained in Section 15, "Operating Requirements".

(d) Site Identification Sign. During the term of the Lease, Lessee may install and maintain a site identification sign along the Access Road to identify the site, identify the Lessee or Lessee's business, and to provide such other information to Lessee's customers, operators, and the public to advance the purposes of the Lease. Site Identification Sign maximum size limitations are 24 square feet in area.

(e) Site Maintenance. Lessee agrees to use the Leased Premises in a manner consistent with the lease terms, and keep and maintain the Leased Premises and related, non-exclusive access, in good condition free of environmental and fire hazards.

(f) Utilities. Lessee is solely responsible for installing separate meters for utility use and payment, as applicable,

12. EQUIPMENT, FIXTURES, AND REMOVAL. Lessee's improvements will at all times be the personal property of Lessee or its sublessees, licensees, and customers, as applicable. Lessee and/or its sublessees, licensees, and customers will have the right to install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, provided that such are consistent with the approved mining and reclamation plan, and such property, including equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the Parties, within the term of this agreement or earlier termination of this Agreement, or upon cessation, abandonment, or non-use according to the operational standards contained in Section 15 "Operating Requirements", Lessee must remove its improvements and restore the Leased Premises to reclamation plan standards free of contamination, reasonable wear and tear excepted, and perform all obligations under this Agreement. Any property not so removed will be deemed abandoned and may be removed and disposed of by Lessor in such manner as Lessor may determine, without

any obligation on the part of Lessor to account to Lessee for any proceeds therefrom. Time is of the essence.

Lessor may, at the time of removal, elect in writing to retain functioning pads, excavation areas, material stockpiles, and access ways internal to the material site, in a condition free of both contamination and hazards with all other improvements removed by Lessee, subject to inspection by, and of condition satisfactory to, Lessor.

13. ASSIGNMENT. Lessee may assign this Agreement to any person or entity, at any time with prior written consent of KPB's Mayor, so long as the Assignee agrees to the assignment and novation and complies with all terms of this Agreement. Notwithstanding the foregoing, providing all conditions of the Agreement have been met including but not limited to payments of all amount due, upon thirty (30) days' written notice to Lessor, Lessee may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Lessee, or (b) in connection with the sale or other transfer of Lessee's assets in the production area where the Leased Premises is located.

14. SUBLEASING

(a) Subleasing. Lessee will have the exclusive right to sublease or grant licenses to use the materials sites and/or Lessee's improvements with prior written consent of KPB's Mayor and as long as the sublessee or licensee agrees and complies with all terms of this Agreement.

(b) Authorized Contact of Sublessee. Lessee must provide Lessor the name, telephone number, and email address of the authorized contact for all Sublessees, which authorized contact is responsible for Sublessee's day-to-day operations or activities on the Leased Premises.

15. OPERATING REQUIREMENTS

(a) In performance of the Lease, Lessee must operate the materials site for no less than 90-days between June 1st and October 15th of each calendar year within the Term(s) of the Lease.

(b) In performance of the Lease, Lessee shall submit to Lessor, a mining and reclamation plan, which shall be subject to the approval of the Lessor, and such approval shall not be unreasonably withheld. The mining and reclamation plan shall identify the location areas to be mined and areas to be reclaimed during the lease. At the end of the lease, all areas mined during the term of lease shall have slopes not exceeding 2:1.

Reclamation shall meet the following minimum standards:

- i) grading slopes to 2:1 or a lesser steepness;
- ii) grading drainage toward low lying features;
- iii) distributing top soil to a minimum of 4 inches;
- iv) broadcasting seed consisting of a mix of the following pure live seed at a rate of 25#/Acre
 - a. Norcoast Bering Hairgrass
 - b. Arctared Red Fescue
 - c. Nortran Tufted Hairgrass
 - d. Gruening Alpine Bluegrass;
 - and
- v) application of 10-10-10 fertilizer at a rate of 250 lbs/acre

(c) In performance of the Lease, Lessee must produce a minimum of 15,000 cubic yards of material

each year and may produce and sell, or otherwise dispose, a maximum of 25,000 cubic yards of material each year, or partial year, within the Term of the Lease. The first 25,000 cubic yards of material, each year, or partial year, within the term of the lease, is included in the annual Rent. Lessee must provide a full accounting of materials removed from the site within 30-days of each anniversary date of the lease term, and within 30-days of the end of the final term or termination date. Lessee may additionally produce and sell or otherwise dispose materials in excess of the 25,000 cubic yard annual allocation. Any materials removed in a year, or partial year, in excess of 25,000 CY is subject to Royalty payment requirements contained in Section 16 in that same year. The respective required minimums and allowable maximum allocations are not transferable between lease years, and must be accounted and reconciled in the respective year. A signed statement of materials removed during the year shall be submitted by Lessee to Lessor within 30-days of the end of that lease year, along with supporting dated volumetric accounting records. "Materials Removed" means sand and gravel materials transported off site, and does not include materials excavated and stored on site or materials moved within the site for site improvement, Access Road maintenance or improvements, or reclamation purposes.

(d) In the performance of the Lease, Lessee shall comply with those provisions of KPB 21.29 applicable to the Prior Existing Use status of the land, including without limitation, requirements for filing a material site reclamation plan, reclamation bonding, and hours of operation or applicable waivers and procedures for variance.

16. ROYALTY

(a) Materials removed from the Materials Site under lease, after the first 25,000 cubic yards removed in a single year of the lease, between January 1 and December 31, are subject to payment of royalty by Lessee to Lessor based on actual volume of materials removed in cubic yards. The royalty rate for the term of the Lease is \$3.25/cubic yard. Payment of Royalty shall accompany the signed statement of materials removed, due within 30-days of the end of the lease year: due by January 30th.

17. CO-LOCATED RIGHTS OF ACCESS RESERVED BY LESSOR. Lessor reserves the unrestricted right to access through the Lease area, along with the right to develop access, grant access easements, and to use such access for the purpose of accessing Lessor's surrounding lands, and developing those lands for similar material extraction purposes. Lessor covenants to notify Lessee with indication of the location of the access and the nature of the use at least 30-days prior to use or development Lessor to make a reasonable effort to work with the lessee to avoid the Lessee's active or proposed future mining and processing areas.

18. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Lessor represents and warrants that Lessor is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Lessee in writing prior to the execution hereof, and that Lessor alone has full right to lease the Leased Premises for the Term.

(b) Lessor may not do or knowingly permit anything during the Term that will unreasonably interfere with or negate Lessee's quiet enjoyment and use of the Leased Premises or cause Lessee's use of the Leased Premises to be in nonconformance with applicable local, state, or federal laws.

(c) To the best of Lessor's knowledge, Lessor has complied with, and will comply with, all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Lessor or, to the knowledge of Lessor, by any prior owner or user of the Property. To the knowledge of Lessor, there has been no release of or contamination by hazardous materials on the Property.

(d) Except for the sublessees and licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, nor any equity or interest in Lessor if Lessor is an entity; and there are no parties (other than Lessor) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

(e) Each Party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement. Nothing in this Agreement, including such cooperation, will be construed as creating a partnership between the Parties.

19. REQUIRED INSURANCE COVERAGES. Insurance coverages required under this Agreement must be primary and exclusive of any other insurance carried by Lessor. Minimum levels of insurance coverage required under this Agreement will remain in effect for the life of this Agreement. If Lessee's policies contain higher limits, Lessor will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be delivered to Lessor at the time of submission of the signed Agreement. Lessor may request copies of required policies and endorsements, which must be provided within ten (10) days of Lessor's request. Updated certificates must be provided upon insurance coverage renewal, where applicable.

(a) Lessee must provide and maintain commercial general liability insurance (CGL). The CGL policy must be written on an occurrence basis and with a limit of not less than one million dollars (\$1,000,000.00) per occurrence. If necessary to provide the required limits, the CGLs policy's limits may be layered with an umbrella or excess liability policy. This policy must name Lessor as additional insured with a waiver of subrogation.

(b) Lessee must provide and maintain commercial automobile liability insurance. The commercial automobile liability policy must include a combined single limit of not less than one million dollars (\$1,000,000.00). Coverage must include non-owned and hired car coverage. This policy must name KPB as additional insured with a waiver of subrogation.

(c) Lessee must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation will be waived.

(d) Lessee must maintain Pollution Liability Insurance covering pollution legal liability. Coverage must be maintained in an amount of at least two hundred fifty thousand dollars (\$250,000.00) per loss. This policy must name KPB as additional insured with a waiver of subrogation.

(e) No Representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, contractor(s) or subcontractor(s) of any tier, and any such coverage and limits will not be deemed as a limitation on the liability of the Lessee, sublessee, contractor(s) or subcontractor(s) of any tier under the indemnities granted to Lessor in this Agreement.

(f) Notwithstanding the foregoing, Lessee's obligations to provide insurance may be met by providing evidence of fiscal responsibility or self-insurance that is acceptable to Lessor. Lessee warrants that it has the capacity to self-insure for the risks and coverages specified and will provide evidence of the lines and limits of coverage specified in "Required Insurance Coverages" in this Section. Lessee must provide Lessor with proof of continuing ability to provide self-insurance within thirty (30) calendar days of any

written request by KPB for such proof. If there is any change in the ability to self-insure, Lessee must provide Lessor with immediate notice of such change and must immediately purchase insurance as set forth in this Section.

20. Environmental Liability Baseline.

- 1.1. Responsibility for Ascertaining Environmental Condition of Property. Lessee has the sole responsibility under this Agreement to ascertain the environmental condition and presence of contamination in, on, and under the surface of the Property, and is conclusively presumed to have caused or to have materially contributed to any contamination of, or originating on, the Property except as identified in an Environmental Liability Baseline. If known contamination is on the Property that has been closed out under alternate cleanup levels approved by ADEC, Lessee is responsible for following all restrictions set by ADEC including, but not limited to, notifying any assignee of this Agreement in writing of ADEC's restrictions.
- 1.2. Financial Responsibility for Contamination on the Property and on any Affected Property. Lessee assumes financial responsibility to the Borough for any contamination in, on, and under the Property, except for contamination that is identified in an Environmental Liability Baseline. This is without prejudice to Lessee's right to seek contribution or indemnity from either prior lessees of the Property, or other potentially responsible parties except for the Borough.
- 1.3. Establishing an Environmental Liability Baseline
 - a. If Lessee wants to establish an Environmental Liability Baseline for any or all portions of the Property, Lessee must provide the Borough with an Environmental Assessment for that portion of the Property prior to its use.
 - b. If Lessee discovers contamination in, on, or under the surface of the Property, for any portion of the contamination to be considered for inclusion in the Environmental Liability Baseline, Lessee must demonstrate by reasonable evidence to the satisfaction of the Borough that the contamination proposed for inclusion was not caused or materially contributed to by Lessee or Lessee's operations or activities nor assumed by Lessee. Contamination caused or materially contributed to by activities of Lessee's sublessees, contractors, and guests on the Property are deemed to have been materially contributed to by Lessee.
 - c. Only that portion of contamination not caused or materially contributed to by Lessee or Lessee's operations or activities must be included in the Environmental Liability Baseline.
- 1.4. Adding to an Existing Environmental Liability Baseline
 - a. If, after an Environmental Liability Baseline is established for any portion of the Property, Lessee discovers contamination in, on, or under the surface of that portion of the Property having an Environmental Liability Baseline, which contamination Lessee or Lessee's operations or activities did not cause, or to which Lessee or Lessee's operations did not materially contribute, and which Lessee did not assume by reason of assignment, Lessee may, at its own cost, submit an additional Environmental Assessment reflecting that information to the Borough for the Borough's consideration to add to the Environmental Liability Baseline. Lessee's additional Environmental Assessment must demonstrate by reasonable evidence to the satisfaction of the Borough which portion of the additional contamination on the Property was not caused by Lessee or Lessee's activities, or to which Lessee or Lessee's activities did not materially contribute.
 - b. Only that portion of contamination not caused by Lessee or Lessee's operations, or to which Lessee or Lessee's operations did not materially contribute, may be added to the

existing Environmental Liability Baseline.

- 1.5. The Borough's Acceptance or Rejection of Lessee's Environmental Assessment. When the Borough receives Lessee's Environmental Assessment to establish an Environmental Liability Baseline or to add to an existing Environmental Liability Baseline, the Borough, in its sole discretion, may do one of the following:
- a. Perform additional environmental testing at Lessee's expense to verify the environmental condition of that portion of the Property being assessed. If the results of the Borough's tests conflict with Lessee's Environmental Assessment, the Borough and Lessee will negotiate in good faith an Environmental Liability Baseline or an addition to the existing Environmental Liability Baseline for that portion of the Property being assessed; or
 - b. Accept the findings of Lessee's Environmental Assessment and any other relevant documents to establish an Environmental Liability Baseline for that portion of the Property being assessed or to add to the existing Environmental Liability Baseline; or
 - c. Reject the findings of Lessee's Environmental Assessment for that portion of the Property being assessed and offer Lessee the opportunity to perform additional environmental testing if the Borough determines in writing that the findings of the Environmental Assessment are inadequate to establish an Environmental Liability Baseline or to add to an existing Environmental Liability Baseline. The Borough's written rejection of the Lessee's Environmental Assessment will be based on failure of Lessee's Environmental Assessment to either:
 - (1) Follow generally accepted professional practices in determining the environmental condition of the Property and the presence of Contamination in, on, or under the surface of the Property; or
 - (2) Demonstrate the portion of the contamination that was not caused by Lessee or Lessee's operations, or to which Lessee or Lessee's operations did not materially contribute.
- 1.6. Amending the Environmental Liability Baseline to Delete Contamination Caused or Assumed by Lessee, or to which Lessee Materially Contributed.
- a. If, after the Environmental Liability Baseline for any portion of the Property is established, it is discovered that the presence of contamination identified in the Environmental Liability Baseline was caused or assumed by Lessee or Lessee's operations, or to which Lessee or Lessee's operations materially contributed, the Environmental Liability Baseline may be amended to delete that portion of the Contamination that was caused by Lessee or Lessee's operations, or to which Lessee or Lessee's operations materially contributed.
 - b. The Borough will have the burden of proof to establish that Lessee or Lessee's operations or activities caused or materially contributed to the contamination.
 - c. If it is discovered that contamination identified in the Environmental Liability Baseline was caused by Lessee or that Lessee or Lessee's operations materially contributed to the contamination, the Parties will agree upon an amendment to the Environmental Liability Baseline within a reasonable time.

21. NON-EXCLUSIVITY. Lessor acknowledges and agrees that, except as may be disclosed to Lessee in writing prior to the execution hereof, or reserved herein, there are no prior existing rights, uses, or authorization granted to third parties. Upon at least sixty (60) days prior written notice to Lessee, Lessor reserves the right to grant rights or authorization for third parties to locate improvements or uses in, over, below or in proximity to the Leased Premises to the extent such rights or authorizations do not unreasonably interfere with Lessee's equipment, operations or expansion. Lessor further expressly reserves the right to use,

and grant rights or authorizations for third parties to use the Access Road extending from Basargin Road to and along the east boundary of the lease premises.

22. LESSEE LIABILITIES. In addition to other liabilities under this Agreement, Lessee has the following liabilities and agrees:

(a) That Lessee assumes all risk of loss, damage, or destruction to Lessee's improvements on the Leased Premises;

(b) That Lessee will comply with all applicable federal, state, and local laws or regulations, including relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, permitting, construction, operation and maintenance of any facility, improvement or equipment on the Leased Premises;

(c) That Lessor has no duty, either before or during the lease Term, to inspect the Leased Premises or warn of hazards and if Lessor inspects the Leased Premises, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This Section will survive the termination or revocation of this Agreement, regardless of cause; and

(d) That Lessee has an affirmative duty to protect from damage the Property and interests of Lessor related to this Agreement.

23. INDEMNIFICATION. Lessee agrees to defend, indemnify, and hold harmless Lessor, its employees, public officials, and volunteers, with respect to any action, claim, or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice from Lessor of any action, claim, or lawsuit. Lessor will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against Lessor relating to Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless Lessor as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessor, its employees, public officials, and volunteers.

24. INSPECTION. Lessor reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Agreement. Except in case of emergency, Lessor will provide Lessee with at least forty-eight (48) hours' prior written notice of Lessor's intention to enter upon and inspect the Leased Premises. Lessee reserves the right to have a representative present at all times during Lessor's inspection.

25. FORCE MAJEURE. The time for performance by Lessor or Lessee of any term, provision, or covenant of this Agreement will be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Lessor or Lessee, as the case may be.

26. DEFAULT. The failure of Lessee or Lessor to perform any of the covenants of this Agreement will constitute a default. The non-defaulting Party must give the other written notice of such default, and the defaulting Party must cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, the defaulting Party must provide

prompt notice of inability to cure and provide a plan to cure the default within a time frame provided. The time for curing a default will be extended for such period of time as may be necessary and reasonable; however, in no event will this extension of time to cure be in excess of ninety (90) days, unless agreed upon in writing by the non-defaulting Party.

27. REMEDIES. Should the defaulting Party fail to cure a default under this Agreement, the non-defaulting Party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

28. ACKNOWLEDGEMENT OF NON-EXCLUSIVITY. Lessee hereby acknowledges and understands, that the KPB is the owner of adjacent and other lands in the same geographic region in which the lease premises operates in gravel materials markets. The existence of this lease in no way implies exclusive rights to produce and sell materials within the geographic region. The KPB may at its sole discretion develop, or offer to be developed, new material site locations that may act in direct competition with the materials produced through this lease.

29. LESSEE MORTGAGES.

(a) Lessor consents to the granting by Lessee of a lien and security interest (each, a Lessee Mortgage) in Lessee's interest in this Agreement and all of Lessee's personal property and fixtures attached to the real property described herein to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a Lender) only to the extent and amount necessary to develop and maintain improvements on the Leased Premises. The Lessee may not encumber the leasehold interest or the Leased Premises to finance projects or improvements outside of the Leased Premises. Lessor agrees to recognize Lender as Lessee hereunder upon any such exercise by Lender of its rights of foreclosure. Any such encumbrance will be subordinate to Lessor's rights and interest in the Leased Premises and the Property. Any such encumbrance will be limited to the Lessee's interest in the Leased Premises. It is a material breach of this Agreement for Lessee to attempt to encumber any interest in Lessor's title to or interest in the Leased Premises or the Property.

(b) Lessor acknowledges that nothing contained herein will be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Lessee under this Agreement. No Lender may become liable under the provisions of this Agreement unless and until such time as the Lender assumes ownership of the leasehold estate created hereby and agrees to comply with the terms and conditions of this Agreement and any extensions and modifications thereof.

29. MISCELLANEOUS.

(a) Survival. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

(b) Non-waiver. Failure of a Party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a Party's rights hereunder, will not waive such rights.

(c) Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflict of law principles. Any lawsuits filed in connection with this Agreement must be filed and prosecuted in the Third Judicial District, State of Alaska, at Kenai, Alaska.

(d) Bind and Benefit. This Agreement is binding upon and will inure to the benefit of the Parties

hereto and their respective heirs, legal representatives, successors, and assigns.

(e) Memorandum. A short-form Memorandum of Lease may be recorded at Lessor's or Lessee's option in the form as depicted in Exhibit 4, attached hereto. Lessor will promptly execute any Memorandum of Lease or Memorandum of Amendment to Lease, or corrective amendments thereto, upon written request of Lessee.

(f) W-9. As a condition precedent to payment, Lessor agrees to provide Lessee with a complete IRS Form W-9, or its equivalent, upon execution of this Agreement.

(g) Counterparts. This Agreement may be executed in counterpart, each of which when so executed and delivered will be considered an original and all of which when taken together will constitute one and the same instrument.

(h) Amendment. This Agreement may be amended in writing upon mutual agreement of the Parties.

(i) Entire Agreement. This Agreement and its Exhibits, Appendices or incorporated attachments hereto, constitute the entire agreement and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

PART III. EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

LESSEE: _____

By: _____
Peter A. Micciche, Borough Mayor

By: _____

Date: _____

Date: _____

ATTEST:

Michele Turner CMC, Borough Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Wayne Cary, Deputy Borough Attorney

Date: _____

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 2026, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My commission expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 2026, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of the _____, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public for State of _____
My commission expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 2026, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of _____, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public for State of _____
My commission expires: _____

APPENDIX A**LEASE PROVISIONS REQUIRED BY KPB 17.10**

(1) **Accounts Current.** Lessee shall not be delinquent in the payment of any tax, debt or obligation owed to KPB prior to execution of the Agreement.

(2) **Assignment.** Lessee may assign the lands upon which it has an agreement only if approved by the KPB Mayor or Land Management Officer when applicable. Applications for assignment shall be made in writing on a form provided by the Land Management Division. The assignment shall be approved if it is found that all interests of KPB are fully protected.

(3) **Breach of Agreement.** In the event of a default in the performance or observance of any of the Agreement terms or conditions, and such default continues thirty (30) 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.

(4) **Cancellation.** This Agreement, if in good standing, may be cancelled at any time upon mutual written agreement of the Parties.

(5) **Entry or Re-entry.** In the event the Agreement is terminated, canceled or forfeited, or in the event of abandonment of the Leased Premises by Lessee during the Term, KPB, its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premises. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection.** Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Property under the 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 Property is located.

(7) **Hazardous Waste.** The storage, handling and disposal of hazardous waste shall not be allowed on the Leased Premises.

(8) **Modification.** The Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

(9) **Notice.** Any notice or demand, which under the terms of the 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 Agreement. 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 a U.S. general or branch post office by the addressor.

(10) **Notice of Default.** Notice of default will be in writing as provided in Paragraph 9 Notice.

(11) **Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.**

(a) Improvements on Leased Premises owned by Lessee shall, within thirty (30) calendar days after the termination of the Agreement, be removed by Lessee; provided, such removal will not cause injury or damage to the land; and further provided, that the KPB Mayor or Land Management Officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The Lessee may, with the consent of the KPB Mayor or Land Management Officer when applicable, dispose of its improvements to the Sublessee or Assignee, if applicable.

(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 Lessee, be sold at public sale under the direction of the KPB Mayor and in accordance with the provisions of KPB Chapter 5. The proceeds of the sale shall inure to the former Lessee who placed such improvements and/or chattels on the lands, or its successors in interest, after paying to KPB all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the KPB Mayor is authorized to bid, in the name of KPB, on such improvements and/or chattels. The 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 of leasing of such improvements and/or chattels. KPB shall acquire all the rights, both legal and equitable, that any other purchaser 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 KPB Mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in KPB. Upon request, Lessee shall convey said improvements and/or chattels by appropriate instrument to KPB.

(12) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the Property and remaining upon the premises after the termination of the Agreement shall entitle KPB to charge a reasonable rent therefor.

(13) **Re-rent.** In the event that the Agreement should be terminated, canceled, forfeited or abandoned, KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of KPB 17.10 or other applicable regulations.

(14) **Responsibility for Location.** It shall be the responsibility of Lessee to properly locate improvements on the Leased Premises.

(15) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture the Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the Agreement. Any party acquiring the lease agreement must meet the same requirements as Lessee.

(16) **Sanitation.** Lessee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The Leased Premises under the Agreement shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

(17) **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.

(18) **Subleasing.** No lessee may sublease lands or any part thereof without written permission of the KPB Mayor or Land Management Officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(19) **Violation.** Violation of any provision KPB 17.10 or of the terms of the Agreement may expose Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

(20) **Written Waiver.** The receipt of payment by KPB, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee 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. The 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.

EXHIBIT 1

DESCRIPTION OF PROPERTY AND LEASED PREMISES

Page 1 of 1

The Property is legally described as follows:

N1/2 & SW1/4 of Section 15 and All of Sections 16-21, T4S, R11W, Seward Meridian, Alaska

Parcel Number: 18515046

The Leased Premises are described as follows:

The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska containing 86.75 Acres, More or Less as shown on Exhibit 2 of the Lease.

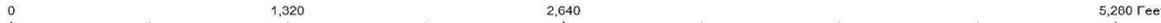
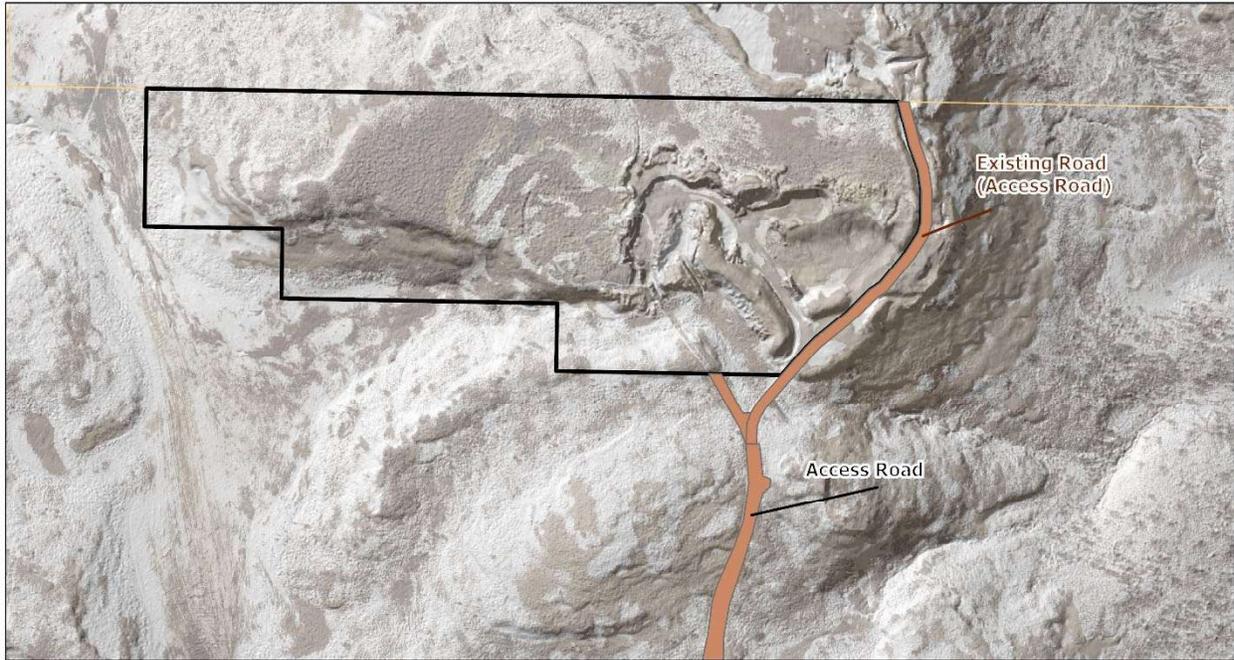
EXHIBIT 2

LEASED PREMISES

Page 1 of 2

The Leased Premises are depicted as follows:

Eagle Lake Materials Site Lease Premises



LEASE PREMISES: The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska containing 86.75 Acres, More or Less as shown on this Exhibit



2022 Imagery on 2008 LIDAR Hillshade

EXHIBIT 2

LEASED PREMISES

Page 2 of 2

The Leased Premises are depicted as follows:

**EAGLE LAKE MATERIAL SITE LEASED PREMISES
AND ACCESS ROAD**

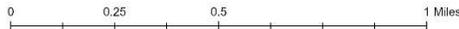
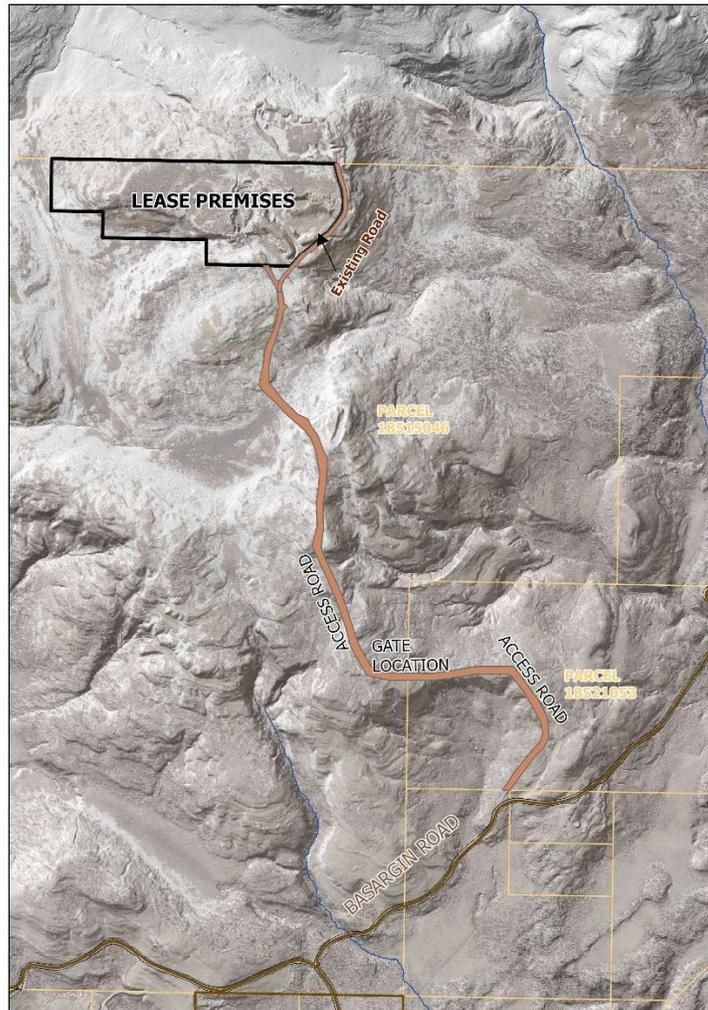


EXHIBIT 3

**Material Site Mining and Reclamation Plan
(Approved upon Execution of Lease)**

DRAFT

EXHIBIT 4

MEMORANDUM OF LEASE

(Attached)

DRAFT

Material Site Lease Agreement

Site Name: Eagle Lake Materials Site

(Above 2 Space for Recorder's Use Only)

Prepared by and Return to:

Kenai Peninsula Borough
Attn: Land Management Division
144 N. Binkley St.
Soldotna, AK 99669

Lessor: Kenai Peninsula Borough
Lessee:
Legal Description: Attached as Exhibit 1
Tax Parcel ID: 18515046 (portion of)
Site Name: Eagle Lake Materials Site

State: Alaska
Borough: Kenai Peninsula Borough
Recording District: Homer, Third Judicial

MEMORANDUM OF LEASE

This Memorandum of Lease (Memorandum) is entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (the Lessor) and ___ (the Lessee) (together, the Parties).

1. Lessor and Lessee entered into a certain Material Site Lease Agreement (the Agreement) on the _____ day of _____, 20____, for the purpose of development, operations, maintenance and reclamation of a Sand and Gravel Material Site. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date with one (1) successive automatic five (5) year option to renew.
3. The portion of the land being leased to Lessee (the Leased Premises) is described in Exhibit 1 annexed hereto.
4. Lessor and Lessee now desire to execute this Memorandum to provide constructive knowledge of Lessee's lease of the Leased Premises.
5. This Memorandum is governed by the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

LESSEE: __
an __

By: _____
Peter A. Micciche, Borough Mayor

By: _____

Date: _____

Print Name: _____

ATTEST:

Its: _____

Date: _____

Michele Turner CMC, Borough Clerk

By: _____

Print Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Its: _____

Date: _____

Wayne Cary, Deputy Borough Attorney

Date: _____

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 2026, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My commission expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 2026, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of _____, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public for State of _____
My commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 2026, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of _____, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public for State of _____
My commission expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND LEASED PREMISES

The Property is legally described as follows:

N1/2 & SW1/4 of Section 15 and All of Sections 16-21, T4S, R11W, Seward Meridian, Alaska

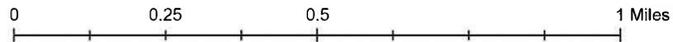
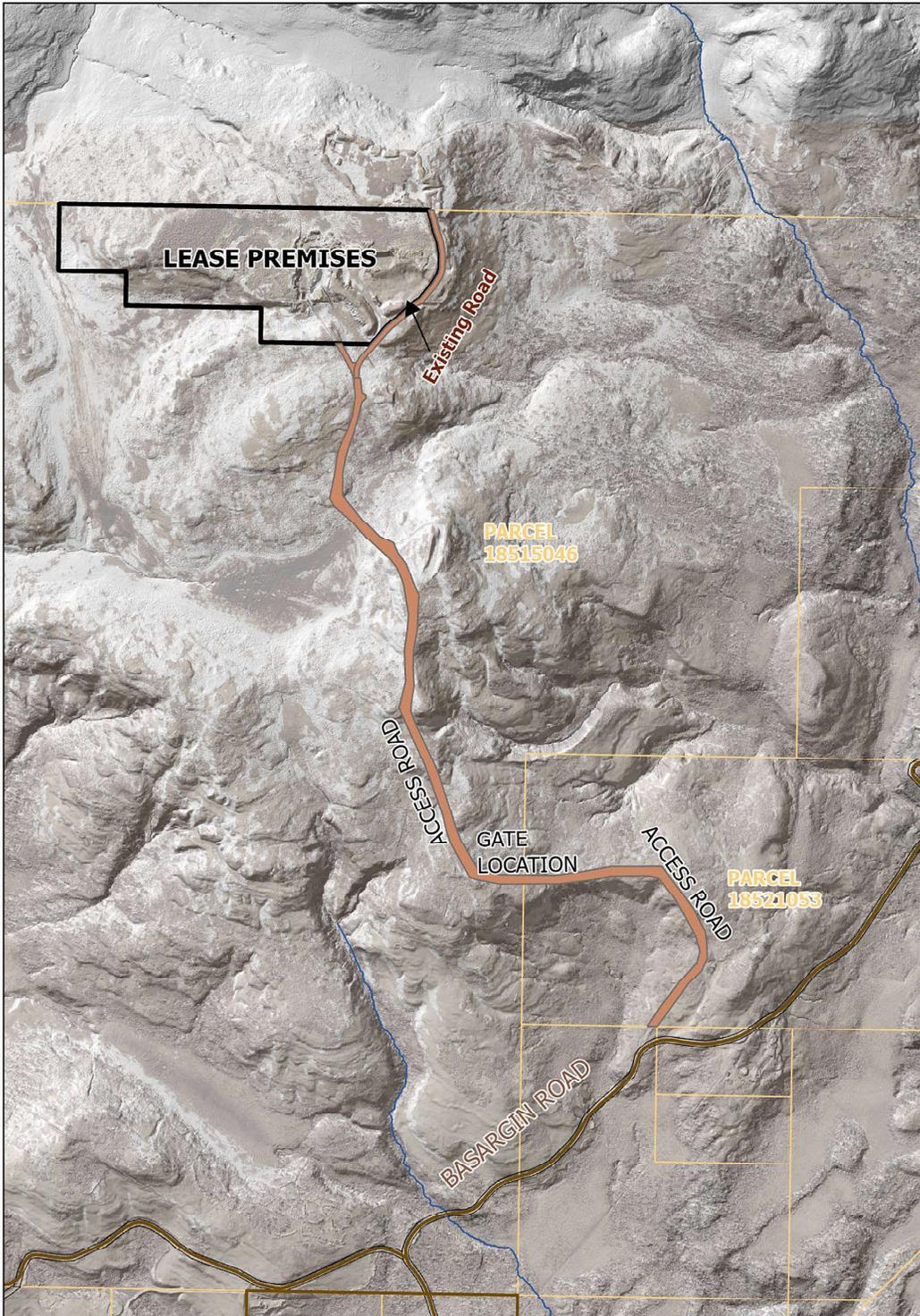
Parcel Number: 18515046

The Leased Premises are described as follows:

The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska containing 86.75 Acres, More or Less as shown on Exhibit 2 of the Lease.

DRAFT

EAGLE LAKE MATERIAL SITE LEASE PREMISES AND ACCESS ROAD



Introduced by: Mayor
Date: 1/03/95
Action: Adopted
Vote: Unanimous

**KENAI PENINSULA BOROUGH
RESOLUTION 95-003**

**A RESOLUTION CLARIFYING THE CLASSIFICATION OF THE EAST END ROAD
MATERIAL SITE AS RESOURCE DEVELOPMENT PURSUANT TO KPB 17.10.080**

WHEREAS, Resolution 93-79 classified the East End Road material site as Resource Extraction for development of a commercial sand, gravel, and material disposal; and

WHEREAS, the East End Road material site is being developed for commercial purposes; and

WHEREAS, those lands originally classified Resource Extraction by Resolution 93-79 should be classified Resource Development to comply with KPB Code 17.10.080; and

WHEREAS, the Borough Planning Commission in regular session on December 12, 1994 recommended adoption of Resolution 95-003 by unanimous consent;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI
PENINSULA BOROUGH:**

SECTION 1. That those Borough lands classified under Resolution 93-79 as Resource Extraction and described below are hereby classified as Resource Development:

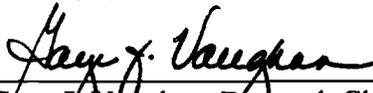
E1/2 Section 9, Section 16, Section 17, N1/2 Section 18, Township
4 South, Range 11 West, Seward Meridian, Alaska containing ± 1,920
acres.

SECTION 2. That this resolution shall take effect immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3rd DAY
OF JANUARY, 1995.**


Andrew P. Scalzi, Assembly President

ATTEST:


Gaye J. Vaughan, Borough Clerk

E. NEW BUSINESS

- 11. Ordinance 2026-XX: Amending Borough code section KPB 17.10.190 & KPB 17.10.250 regarding casual use of Borough land.**

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Robert Ruffner, Planning Director

FROM: Aaron Hughes, Land Management Officer

DATE: March 5, 2026

RE: Ordinance 2026-__ Amending Borough Code Sections KPB 17.10.190 and KPB 17.10.250 Regarding Casual Use of Borough Land (Mayor)

The Kenai Peninsula Borough Land Management Division manages approximately 200 square miles of borough-owned or managed lands for the benefit of the citizens of the Kenai.

KPB 17.10.190 provides for the public use of borough land through Casual Use, but inadequately defines what is considered allowable use or penalties for unauthorized activities on borough land. Public casual use of borough land is an important benefit to borough residents. The objective of the KPB Administration and Land Management is to preserve and manage public casual use land for long-term personal consumption, non-commercial, personal recreation, and personal subsistence uses.

The ordinance serves to further identify, define and encourage allowable uses under Casual Use, and provides future guidance on how lands available for casual use are to be identified, and may be closed based on extraordinary public health, welfare and safety-related conditions. These are necessary tools for the responsible and proactive management of borough lands for the use of all KPB citizens.

Uses not consistent with casual use, as defined by the ordinance, may still be allowed and encouraged on select borough lands upon application and administration approval of a temporary land use permit or other available land use authorization.

Your consideration is appreciated.

Introduced by: Mayor
Date: 03/17/26
Hearing: 04/21/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2026-**

**AN ORDINANCE AMENDING BOROUGH CODE SECTIONS KPB
17.10.190 AND KPB 17.10.250 REGARDING CASUAL USE OF
BOROUGH LAND**

WHEREAS, KPB 17.10.190 provides for the public use of borough land though Casual Use, but KPB 17.10.250 inadequately defines what is considered allowable use or penalties for unauthorized activities on borough land; and

WHEREAS, public casual use of borough land is an important benefit to borough residents and should be preserved and managed for personal consumption, non-commercial, personal recreation, and personal subsistence uses only; and

WHEREAS, amending the definition of casual use is important for the active management of borough lands, and will serve to help mitigate future unauthorized use and trespass matters; and

WHEREAS, during its regularly-scheduled meeting on February 23, 2026, the Kenai Peninsula Borough Planning Commission held a public hearing regarding the proposed changes and recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this ordinance amends KPB Code and will be codified.

SECTION 2. That KPB 17.10.190 is hereby amended as follows:

17.10.190. Casual use of borough land.

- A. A casual use is temporary in nature for personal recreation, non-commercial use, personal consumption, or personal subsistence use and enjoyment, and does not create an interest in the title of the land.
- B. The casual use of borough land does not require a permit. Any and all uses that do not comply with the definition of “casual use” under 17.10.250 will require the issuance of a revocable temporary use permit pursuant to KPB 17.10.180 or other available land use authorization.

- C. The mayor, or designee, may close any and all borough casual use land [TO CASUAL USE] due to extraordinary circumstances adverse to public health, safety, and general welfare by issuing a written order. [THAT CONTAINS A FINDING THAT AN EMERGENCY EXISTS AND A STATEMENT OF THE FACTS ON WHICH THE FINDING IS BASED.] The mayor will [PUBLISH] post a notice of the location of borough land that the mayor has closed to casual use on the borough website. [IN ACCORDANCE WITH KPB 1.08.180.] An inventory of lands open for casual use will be available under a casual use viewer on the borough website.
- D. Only specifically identified parcels of borough land will be made available for casual use. The identified parcels available for casual use will be located outside of city limits, and must contain borough parcels or a block of contiguous borough-owned parcels in excess of 20 acres in size, unless otherwise identified by the mayor in the casual use viewer. Borough-owned lands incorporated within a Local Option Zoning District will not be available for casual use.
- F. Unauthorized use, destruction, extraction, removal, or harvest of resources from borough land will be subject to trespass, fines, and potential civil actions to recover damages.
- G. Camping allowed under casual use is only allowed on approved casual use lands, is limited to a seven-consecutive-day period, and must not result in any damage to the land, including, but not limited to depositing of garbage or waste.
- H. Firewood Cutting must be for personal consumptive use only and is limited to five dead or naturally downed trees within a one acre area. All slash must be removed or dispersed in a manner to limit the slash height to 16” or less. Only seasonal burning of slash may take place through the use of an attended personal warming fire as fire conditions permit.
- I. Motorized or mechanized use is limited to existing trails. Winter travel by snowmachine or all-terrain vehicle is permissible provided sufficient snow conditions exist. The mayor may close borough casual use lands for winter travel to all mechanized or motorized use or designate a specific type of use in the event extraordinary conditions exist.
- J. Warming fires are allowed as fire conditions permit, provided they are attended and are restricted in size to that of a warming fire, not greater than 3’ x 3’ in size. The mayor may close borough casual use lands to all open fires in the event of determined or potential fire risk.
- K. The discharge of firearms on borough land is restricted to hunting or the preservation of life and property. No unauthorized shooting ranges are

allowed.

- L. No dumping of waste, garbage, slash, debris, fish or animal waste, or materials of any type are allowed on borough land to include casual use lands.

SECTION 3. That KPB 17.10.250 is hereby amended as follows:

17.10.250. — Definitions

In this chapter, unless the context otherwise requires:

...

"Casual use" means [A USE]the temporary personal recreation, non-commercial, personal consumption, or personal subsistence use of specifically-identified borough land that is nonexclusive and involves only minimal disturbance to the land. Nonexclusive examples of a casual use are hiking, camping for seven consecutive days or less, cross country skiing, snow machining, berry picking, hunting, brushing survey lines or authorized trails where roots are not disturbed, [LIVESTOCK DRIVES], attended warming fires as fire conditions allow, and the use of all-terrain vehicles off an established road or right-of-way but on an existing trail. However, hiking trails or consistent use for hiking and establishing hunting camps do not constitute a casual use.

SECTION 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 5. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

DESK PACKET

(MATERIALS SUBMITTED AFTER 3/6/26)

- 11. Ordinance 2026-11: Amending Borough code section KPB 17.10.190 & KPB 17.10.250 regarding casual use of Borough land.**

Introduced by: Mayor
Date: 03/17/26
Hearing: 04/21/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2026-**

**AN ORDINANCE AMENDING BOROUGH CODE SECTIONS KPB
17.10.190 AND KPB 17.10.250 REGARDING CASUAL USE OF
BOROUGH LAND**

WHEREAS, KPB 17.10.190 provides for the public use of borough land though Casual Use, but KPB 17.10.250 inadequately defines what is considered allowable use or penalties for unauthorized activities on borough land; and

WHEREAS, public casual use of borough land is an important benefit to borough residents and should be preserved and managed for personal consumption, non-commercial, personal recreation, and personal subsistence uses only; and

WHEREAS, amending the definition of casual use is important for the active management of borough lands, and will serve to help mitigate future unauthorized use and trespass matters; and

WHEREAS, during its regularly-scheduled meeting on February 23, 2026, the Kenai Peninsula Borough Planning Commission held a public hearing regarding the proposed changes and recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this ordinance amends KPB Code and will be codified.

SECTION 2. That KPB 17.10.190 is hereby amended as follows:

17.10.190. Casual use of borough land.

- A. A casual use is temporary in nature for personal recreation, non-commercial use, personal consumption, or personal subsistence use and enjoyment, and does not create an interest in the title of the land.
- B. The casual use of borough land does not require a permit. Any and all uses that do not comply with the definition of “casual use” under 17.10.250 will require the issuance of a revocable temporary use permit pursuant to KPB 17.10.180 or other available land use authorization.

- C. The mayor, or designee, may close any and all borough casual use land [TO CASUAL USE] due to extraordinary circumstances adverse to public health, safety, and general welfare by issuing a written order. [THAT CONTAINS A FINDING THAT AN EMERGENCY EXISTS AND A STATEMENT OF THE FACTS ON WHICH THE FINDING IS BASED.] The mayor will [PUBLISH] post a notice of the location of borough land that the mayor has closed to casual use on the borough website. [IN ACCORDANCE WITH KPB 1.08.180.] An inventory of lands open for casual use will be available under a casual use viewer on the borough website.
- D. Only specifically identified parcels of borough land will be made available for casual use. The identified parcels available for casual use will be located outside of city limits on borough parcels or a block of contiguous borough-owned parcels in excess of 20 acres in size, unless otherwise identified by the mayor in the casual use viewer. Parcels may be nominated by the public for a casual use determination by the mayor upon consideration of a recommendation in writing from land management. Borough-owned lands incorporated within a Local Option Zoning District will not be available for casual use.
- F. Unauthorized use, destruction, extraction, removal, or harvest of resources from borough land will be subject to trespass, fines, and potential civil actions to recover damages.
- G. Camping allowed under casual use is only allowed on approved casual use lands, is limited to a seven-consecutive-day period, and must not result in any damage to the land, including, but not limited to depositing of garbage or waste.
- H. Firewood Cutting must be for personal consumptive use only and is limited to five dead or naturally downed trees within a one acre area. All slash must be removed or dispersed in a manner to limit the slash height to 16” or less. Only seasonal burning of slash may take place through the use of an attended personal warming fire as fire conditions permit.
- I. Motorized or mechanized use is limited to existing trails. Winter travel by snowmachine or all-terrain vehicle is permissible provided sufficient snow conditions exist. The mayor may close borough casual use lands to all mechanized or motorized use or designate a specific type of use in the event extraordinary conditions exist.
- J. Warming fires are allowed as fire conditions permit, provided they are attended and are restricted in size to that of a warming fire, not greater than 3’ x 3’ in size. The mayor may close borough casual use lands to all open fires in the event of determined or potential fire risk.

- K. No unauthorized shooting ranges are allowed on borough-owned property. Discharge of firearms for purposes not directly related to hunting or defense of life and property may be restricted if the activity poses a risk to public health, safety, or general welfare.
- L. No dumping of waste, garbage, slash, debris, fish or animal waste, or materials of any type are allowed on borough land to include casual use lands.

SECTION 3. That KPB 17.10.250 is hereby amended as follows:

17.10.250. — Definitions

In this chapter, unless the context otherwise requires:

...

"Casual use" means [A USE]the temporary personal recreation, non-commercial, personal consumption, or personal subsistence use of specifically-identified borough land that is nonexclusive and involves only minimal disturbance to the land. Nonexclusive examples of a casual use are hiking, camping for seven consecutive days or less, cross country skiing, snow machining, berry picking, hunting, brushing survey lines or authorized trails where roots are not disturbed, [LIVESTOCK DRIVES], attended warming fires as fire conditions allow, and the use of all-terrain vehicles off an established road or right-of-way but on an existing trail. However, hiking trails or consistent use for hiking and establishing hunting camps do not constitute a casual use.

SECTION 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 5. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

From: [David Story](#)
To: [Tommy Gossard and Virginia Morgan](#); [Cindy Ecklund](#); ygalbraith@gmail.com; brandonandheather@live.com; [Kathy Recken](#); officers@cooperlandingcommunityclub.com; [Aldridge, Morgan](#); [APC - Chris Degernes](#); [Ruffner, Robert](#); [Phillip Miller](#); [David Nees](#); [Hughes, Aaron](#)
Subject: <EXTERNAL-SENDER>20260311 CLAPC Unapproved Minutes
Date: Thursday, March 12, 2026 8:04:08 AM
Attachments: [20260311 CLAPC Agenda Minutes UNAPP.pdf](#)
[20251203 CLAPC Regular Meeting Minutes APPRV.pdf](#)

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Hello,

Please find the Unapproved Minutes for the March 11, 2026 CLAPC Regular Meeting and the Approved Minutes for the December 03, 2025 CLAPC Regular Meeting. Supporting documents can be found on the CLAPC page of the KPB website

here: <https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/advisory-planning-commissions/cooper-landing-apc#apc-meeting-information-and-documents>

Please note that the CLAPC voted to:

- Recommend approval of Ordinance 26-08 regarding the CEA Lease in Cooper Landing.
- Recommend approval of the ordinance Amending KPB Code Sections 17.10.190 and 17.10.250 regarding Casual Use of Borough Land.

Please let me know if you have any questions or need additional information.

Cheers,
David

--

David Story
Cooper Landing Advisory Planning Commission
Secretary

Please direct all electronic communications to:

<https://www.kpb.us/planning-dept/planning-commissions/cooper-landing-apc>

Please direct all mail to:

Kenai Peninsula Borough Planning Department
Attn: Cooper Landing APC
144 N Binkley St.
Soldotna, AK 99669

From: [Aldridge, Morgan](#)
To: [Aldridge, Morgan](#)
Subject: FRAPC Meeting March 11, 2026
Date: Friday, March 13, 2026 11:27:30 AM
Attachments: [FRAPC Agenda 26-03-11.pdf](#)

The Funny River APC met at their regularly scheduled meeting on March 11, 2026 at 7pm. They had a quorum. They reviewed the items listed on the agenda and discussed concerns with the Land Management Agent from the Kenai Peninsula Borough. No minutes have been received at this time.

Thank you

Morgan

Morgan Aldridge

Planner

Kenai River Center

A Division of the Planning Department

Office: (907) 714-2460 Direct: (907) 714-2465

PUBLIC RECORDS LAW DISCLOSURE: This email and responses to this email may be considered a public record under the law.

Hope/Sunrise Advisory Planning Commission Meeting
Unapproved Minutes - 7 P.M. March 11, 2026
Hope Library and Via Zoom

1. The meeting was Called to Order by Jim Skogstad at 7:02 P.M.
2. Members present were Jim Skogstad, Flip Foldager, Johnny Sorenson, and Scotty Smith. Dawn Hamond, Borough planner Ryan Raidmae, and Aaron Hughes, Land Management Manager attended via Zoom .
3. The agenda was approved with the addition of swearing in Scotty Smith to the Commission
4. The minutes of January 21, 2026 were approved as submitted.
5. Borough Business: An ordinance to amend “casual use of Borough land” was explained by Ryan and Aaron Hughes. The definition of “casual use” of specifically-identified land generally defines minimal disturbance to the land such as berry picking, snow machining, hunting and camping less than 7 days. Amendments to the code were explained and HAPC approved the ordinance to amend the code. “Casual Use” land can be identified on the KPB Parcel Viewer.
6. Old Business: The draft HAPC 2023 Land Use Plan has taken a turn. The plan was in the legal department but administrative policy changes require a rewrite by the planning department and the plan has been sent back to legal. Dawn suggested and we agreed to wait for it to come out and see what happens.
7. New Business: There was no new business
8. There were no Public Comments or Presentations
9. Commissioners' Comments: None
10. The meeting was adjourned at 7:42 P.M.

NEXT REGULARLY SCHEDULED HOPE/SUNRISE
ADVISORY PLANNING COMMISSION MEETING

The next regularly scheduled Hope/Sunrise Advisory Planning Commission Meeting is scheduled for Wednesday, April 8, 2026 in the Hope Library, 18487 A Avenue, Hope, AK 99605 and through Zoom at 7:00 P.M.

CONTACT INFORMATION

Contact the Hope/Sunrise Advisory Planning Commission at:

Email-visit: <https://www.kpb.us/planning-commissions/hope-sunrise-apc>

On the far right-hand side of the page is a box titled, “Commissioner Information”. Scroll to the Bottom of the box and select, “Contact the Hope/Sunrise APC”

MOOSE PASS ADVISORY PLANNING COMMISSION
REGULAR MEETING
LOCATION: MOOSE PASS SPORTSMAN CLUB AND ZOOM
TELECONFERENCE THURSDAY, MARCH 12, 2026
6:00 P.M.

Draft Minutes

Jennifer Boyle, Kevin Dunham, Jeff Estes, Jeff Hetrick, Bruce Jaffa, David Pearson, Dave Schafer

To join the meeting from a computer, visit <https://us06web.zoom.us/j/9360805262>. To attend the Zoom meeting by telephone, call toll-free **1-888-788-0099** or **1-877-853-5247** and enter the Meeting ID **9360805262**. 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. You may join the meeting physically at the Moose Pass Sportsman Club, 33675 Depot Road, Moose Pass, AK 99631

1. CALL TO ORDER 6:09 PM
2. ROLL CALL Jeff Estes, Dave Schaffer, Jeff Hetrick, Jennifer Boyle, Kevin Dunham all present
3. APPROVAL OF AGENDA -Moved Dave S, 2nd Jeff E, Approved
4. APPROVAL OF MINUTES
 - a. February 5, 2026 - Approved
5. PUBLIC COMMENT/PRESENTATION
(Public Comment for items not appearing on the agenda) - None
6. NEW BUSINESS
 - a. Borough
 - i. Planner Report
 1. Ordinance 2026-XX, An Ordinance Amending Borough Code Sections KPB 17.10.190 and KPB 17.10.250 Regarding Casual Use of Borough Land

Aaron Hughes Land Management on zoom to discuss Casual Use Land. Parcels within city limits, or less than 20 contiguous acres not available for casual use.

Motion to make a recommendation of approval of Ordinance 2026-XX, An Ordinance Amending Borough Code Sections KPB 17.10.190 and KPB 17.10.250 Regarding Casual Use of Borough Land by Jeff H and 2nd by Jeff E.

Jeff H. motions to recommend that an audit be done of KPB Parcel Viewer's accuracy of Casual Use Lands, 2nd Jen Boyle, Passes, All in Favor

ALL approve motion of approval.

ii. Report from the Chair - no report

7. OLD BUSINESS

- a. Draft Moose Pass Comprehensive Plan – Special Meeting on March 25, 2026 at 6:00 P.M. - Jeff E, Jeff H, Dave S, Kevin D can all be present either in person or via zoom for the 3/25 special meeting. Jen B is unavailable.

8. PUBLIC COMMENT - none

9. COMMISSIONERS' COMMENTS

Jeff H. - Should we print some Comp Plan to leave at post office prior to the March 25 meeting to help public review plan? Would appreciate 2 weeks time frame from Borough to review items prior to meetings.

Kevin D- Apologized for being late. AZ doesn't observe daylight saving.

Jeff E. - Considering how to protect shallow bedrock areas from future development to protect water/wells. Doesn't think that our current comp plan protects it enough.

Dave S. - ditto Jeff H comments. We need to be vigilant regarding updates and policies.

Jen B. - It was interesting learning about Casual Use Lands.

10. NEXT MEETING DATE

March 25 - Special Meeting, Comprehensive Plan Presentation to Public, 6 PM

April 9, 2026

11. ADJOURNMENT Dave S. motion, Jeff E 2nd passes. Adjourned 6:58 PM.

CONTACT INFORMATION

Contact the Moose Pass Advisory Planning Commission at:

To send a message to the Moose Pass APC:

<https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/advisory-planning-commissions/moose-pass-apc>

Click on the last item listed "Send a message to the Moose Pass APC Commissioners"

Send USPS mail to:

Kenai Peninsula Borough Planning Department, Attn: Moose Pass
APC, 144 N Binkley, Soldotna, AK 99669

NIKISKI ADVISORY PLANNING COMMISSION

Regular Meeting Minutes
March 12, 2026 at 6:30 pm
Location: North Peninsula Rec Center

1. **CALL TO ORDER- 6:34**
2. **ROLL CALL- Kelly Brewer, Stacy Olivia, Jon Harmon, Jason Ross Zoom, Tim Scherr Kenai Peninsula Borough Planner: Ryan Raidmae, KPB Lands: Jennifer Shields, KPB Aaron Hughes**
3. **APPROVAL OF AGENDA- Jason approved Kelly second**
4. **APPROVAL OF MINUTES- Jason approved Kelly second**
5. **BOROUGH BUSINESS**
PRESENTATIONS-
 - a. Jennifer Shields spoke about **Ordinance 2026-05, Tax Foreclosure Sale** on April 25, 2026 will be held at the Kenai Peninsula Borough Building in the Assembly Chamber Room-Sale of Certain Real Property Obtained by the Kenai Peninsula Borough Through Tax Foreclosure Proceedings will be available for purchase. In the 1st round buyers are limited to 2 parcels-in the 2nd round buyers the purchase of parcels is unlimited. Jennifer said parcel 01218017 (**On Foreclosure list/Island Lake Frontage**) would not be retained as asked by the NAPC for the Nikiski Fire Department use due to unknown liabilities. Kelly made a motion to approve; Jon second. All Approved. Open discussion-Kelly asked if KPB could post the Auction information at the Nikiski Post Office, Jennifer said that they could so public was aware of Auction. Jason asked if Non-Profit could buy parcel 01218017 Jennifer said No but a private party could buy the parcel then sell it to the non-profit. Kelly asked if the KPB was doing clean up on Parcel 01218017 Jennifer and Aaron both indicated that that would be the liability and responsibility of the buyer.
 - b. Aaron Hughes spoke about **Ordinance 2026-XX, Casual Use Amendment**
The ordinance serves to further identify, define and encourage allowable uses under Casual Use, and provides future guidance on how **lands** available for casual use are to be identified, and may be closed based on extraordinary public health, welfare and safety-related conditions. This Ordinance amendment is to identify Casual Use-**KPB land** over 20 acres would NOT change and open for Casual use-20 acres and under would be closed to Casual (public) use. As stated in 2D on the agenda-a 20 acre or less **KPB land** can be nominated for Casual use. **Discussion**

opened before approval of the Amendment due to Commissioner concerns. Stacy was concerned that the wording on the Amendment did not include farm animals (Cattle) using KPB lands to cross over and would using them be an added expense? Aaron indicated they could purchase a Casual Use Permit. Kelly asked how much that permit would cost Aaron said a Personal Use permit for Casual Use costs \$500 a Commercial Permit costs \$1500. Kelly was concerned how this may affect recreational vehicles driving on KPB lands/ KPB are used for crossing to other public lands via snowmachines along with other recreation sport vehicles or uses-Jason was concerned about hunting on the KPB lands under 20 acres. Aaron being an understood the concerns. He asked if we could help work on an amendment to the amendment to change the wording-all Commissioners agreed. The Amendment to the Amendment agreed upon is **Closure of KPB lands to Casual Use may not prohibit or restrict legal access to other public lands.** With this Amendment added to the Amendment Tim motioned to approve; Jason 2nd. All Approved

REPORTS

- i. Planner ii. Assembly Member/Other-Ryan said there's potential for a new 20-acre gravel pit near Milky Way off Holt Lamplight. Out of State Owners are asking preliminary questions and getting the paperwork from KPB

6. **PLATTING**

- a. Poolside Estates, 2026 Addition, KPB 2026-016: This subdivision will subdivide one parcel into nine parcels. Kelly motioned to approve; Jason 2nd All Approved

7. **OLD BUSINESS**

- a. Nikiski Comprehensive Plan- AI reviewed the Survey Data and prioritized the Top 5 survey results. Commissioners will receive a copy from Ryan. Survey results on agenda for next meeting-to be put out to the public.

8. **NEW BUSINESS**

- a. None

9. **PUBLIC COMMENT/PRESENTATION: none**

10. **COMMISSIONER COMMENTS: Jon discussed safety concerns that was on Nikiski Chats FB page regarding South Millers turning lane**

11. **ADJOURNMENT: 8:00 PM**

Next Regular Meeting: Thursday April 9, 2026, at 6:30 PM

DESK PACKET

(MATERIALS SUBMITTED AFTER 3/6/26)

MISC. INFORMATION

APC Meeting Minutes

- **03-11-26 Cooper Landing APC Minutes**
- **03-11-26 Funny River APC Minutes**
- **03-11-26 Hope/Sunrise APC Minutes**
- **03-12-26 Nikiski APC Minutes**
- **03-12-26 Moose Pass APC Minutes**

**COOPER LANDING ADVISORY PLANNING COMMISSION
REGULAR MEETING
LOCATION: COMMUNITY HALL AND ZOOM TELECONFERENCE
WEDNESDAY, MARCH 11, 2026
6:00 PM
UNAPPROVED MINUTES**

The March 11, 2026 meeting was both physically open to the public at the Cooper Landing Community Hall at 18511 Bean Creek Road, Cooper Landing, AK and available for online or telephone participation.

1. CALL TO ORDER – 6:03pm
2. ROLL CALL – H. Harrison, Y. Galbraith, P. Miller, D. Nees, D. Story present. C. Degernes, K. Recken excused.
 - a. Chugach Backcountry Riders
3. APPROVAL OF AGENDA – Y. Galbraith moves to approve as written. P. Miller seconds. All approve by roll call vote.
4. APPROVAL OF MINUTES for December 3, 2025 - D. Nees moves to approve as written. P. Miller seconds. All approve by roll call vote.
5. BOROUGH BUSINESS
 - a. REPORTS: PLANNING
 - i. None
 - b. LAND MANAGEMENT – Aaron Hughs, KPB Land Management Agent.
 - i. 26-08 CEA Lease in Cooper Landing
 1. [Supporting documents available at <https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/advisory-planning-commissions/cooper-landing-apc#apc-meeting-information-and-documents>]
 2. A. Hughes said Chugach Electric Association (CEA) has had equipment on the site since the 90's and a lease agreement was developed early on but never executed. He said the lease is only for CEA and will not allow other uses or users though the KPB will have access to use the tower for emergency service communications.
 - a. Y. Galbraith asked if this is the same site as the ARC TV site. A. Hughes said no and that they are close to each other but not the same site.
 - b. P. Miller asked how something like this location has not had had a lease for so long. He said that it is concerning that the paperwork is not in order and the KPB is not exempted from adverse possession.
 - i. A. Hughes said that this is an effort by the KPB to clean up this situation and that the KPB has been challenged on adverse possession in the past, but it is not subject to adverse possession.

- c. H. Harrison asked what initiated this lease.
 - i. A. Hughes says that there has been a lot of review of KPB lands and Land Management and the KPB are working to clear issues like this up.
 - d. D. Nees asked when the KPB got title to this lot.
 - i. A. Hughes said he does not have that info.
 - e. D. Story asked about the potential of further subleases.
 - i. A. Hughes said that it is exclusive to CEA and that in the event that there was a change of site it would initiate a review which would include a review of fees.
 - f. Y. Galbraith moves to recommend approving the Ordinance 26-08 regarding the CEA Lease in Cooper Landing. P. Miller seconds. All approve by roll call vote.
- ii. Ordinance Amending KPB Code Sections 17.10.190 and 17.10.250 Regarding Casual Use of Borough Land
1. [Supporting documents available at <https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/advisory-planning-commissions/cooper-landing-apc#apc-meeting-information-and-documents>]
 2. A. Hughes said that this ordinance is in response to concerns and complaints that have been submitted by the public regarding the use of KPB lands. He said it expedites the way parcels can be closed to casual use for purposes such as wildfire management.
 3. He said that it also addresses the commercial removal of surface and subsurface interests such as commercial levels of firewood collection under the auspices of casual use.
 - a. He said that this would allow enforcement mechanisms to be used more quickly.
 - b. He said that there have been more issues near towns.
 4. P. Miller said that he wanted to know more about the considerations for length of time and the strength of enforcement.
 - a. A. Hughes explained the use timeframes and reasoning behind them.
 5. D. Nees asked why the 20-acre size designation and also whether these areas would have signage notifying users.
 - a. A. Hughes said the methodology for the 20-acre size keeps it away from the higher density residential areas. Larger size parcels help to disperse the impact.

- b. He said that there is also a mechanism for proposing for or against parcels being considered for casual use.
 - c. He said that there will not be signage in general but instead the parcel viewer will be the primary way to find the casual use parcels.
6. Y. Galbraith asked about areas like those near the Russian Gap area.
- a. A. Hughes said that during the review if there are concerns of health or safety the parcels could be petitioned for or against casual use.
7. S. Schilling with Chugach Backcountry Freeriders asked if this is amending the KPB Code.
- a. A. Hughes said that it is amending KPB Code but that there has not been a Casual Use Ordinance in the KPB in the past. He said that Land Management had informal use recommendations meant to align with surrounding land managers policies.
 - b. S. Schilling asked for clarity on the reason for the ordinance.
 - i. A. Hughes said that, yes, this is in part meant to address issues and help response to the issues that have been experienced.
 - c. S. Schilling asked if their had been studies.
 - i. A. Hughes said there had not been studies and much of the responses have been based off of public complaints. He gave the example of encampments near Tsalteshi Trails that included burned cars and required significant resources to resolve.
 - d. D. Nees asked how you know how long someone has been on the land.
 - i. A. Hughes said they don't. He said that they don't need to get a permit though they might if they want to guarantee they have a place for a hunting camp etc. He said that most of the issues will be complaint driven.
 - 1. He said that generally if a complaint is made the clock begins once an initial contact is made unless other violations are observed etc.
 - e. H. Harrison asked about firewood cutting and the process to do so appropriately.
 - i. A. Hughes said that you would apply for a land use permit for specific use.
 - f. D. Story said he wanted to repeat back what he was hearing to clarify his understanding. He said what he was hearing was that if an individual plans

casual use of KPB land for something like firewood harvest, they can do so without a permit on any parcel designated for casual use but that if there is a KPB parcel that is not designated for casual use – less than 20 contiguous acres etc. – that they can apply for a land use permit to do so or petition for that parcel to be designated as casual use through the KPB. He said that true casual use of other KPB parcels that may not be designated for casual use seemed unlikely to trigger complaints and thereby enforcement. A. Hughes acknowledged that understanding to be correct.

- g. H. Harrison said the takeaway for her was that since it will be complaint driven this ordinance just gives an enforcement mechanism to the KPB.
 - h. Y. Galbraith moves to recommend approval of the Ordinance Amending KPB Code Sections 17.10.190 and 17.10.250 Regarding Casual Use of Borough Land. P. Miller seconds. D. Nees votes no. Y. Galbraith, H. Harrison, P. Miller, D. Story vote yes. Motion passes.
- 6. OLD BUSINESS – none.
 - 7. NEW BUSINESS – none.
 - 8. PUBLIC COMMENT/PRESENTATION
 - a. Sam Schilling said that he runs Chugach Backcountry Freeriders, a non-profit on the Kenai Peninsula that has resources for trail maintenance and grooming. He shared the website and his email: www.akcbf.org president@akcbf.org.
 - 9. COMMISSIONER’S COMMENTS – none.
 - 10. ADJOURNMENT – Y. Galbraith moves to adjourn at 6:54pm. D. Nees seconds. All approve.

For more information or to submit comments please contact:

Contact the Cooper Landing APC at:

- For email visit: <https://www.kpb.us/> On the upper right-hand side of the page is a box titled, “Search”. Search for, “Cooper Landing APC” and on the homepage expand “Send a message to the Cooper Landing APC Commissioners” tab.
- Send USPS mail to: Kenai Peninsula Borough Planning Department, Attn: CLAPC 144 N Binkley, Soldotna, AK 99669

From: [Aldridge, Morgan](#)
To: [Aldridge, Morgan](#)
Subject: FRAPC Meeting March 11, 2026
Date: Friday, March 13, 2026 11:27:30 AM
Attachments: [FRAPC Agenda 26-03-11.pdf](#)

The Funny River APC met at their regularly scheduled meeting on March 11, 2026 at 7pm. They had a quorum. They reviewed the items listed on the agenda and discussed concerns with the Land Management Agent from the Kenai Peninsula Borough. No minutes have been received at this time.

Thank you

Morgan

Morgan Aldridge

Planner

Kenai River Center

A Division of the Planning Department

Office: (907) 714-2460 Direct: (907) 714-2465

PUBLIC RECORDS LAW DISCLOSURE: This email and responses to this email may be considered a public record under the law.

**FUNNY RIVER ADVISORY PLANNING COMMISSION
REGULAR MEETING
LOCATION: COMMUNITY CENTER AND ZOOM TELECONFERENCE
WEDNESDAY, MARCH 11, 2026
7:00 PM
AGENDA**

The March 11, 2026 meeting will be both physically open to the public and available for online or telephone participation. To join the meeting from a computer visit <https://us06web.zoom.us/> and use **Meeting ID: 629 931 7897** and Passcode: **n6u7SY**. To attend the Zoom meeting by telephone call toll free **888-788-0099** or **877-853-5247**. For calling in, use **Meeting ID: 629 931 7897** and **Passcode: 700733**. 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. You may also join the meeting physically at the Funny River Community Center.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. BOROUGH BUSINESS
 - a. REPORTS
 - i. PLANNER REPORT- None at this time
 - b. PLATTING

Plat Review 2026-014 Mid River Estates Subdivision, subdivision of one parcel into 2 parcels. They have requested an exception to code because the parcel is larger than typical sizing, and their justification is included in the packet. Documents from Platting are available on the website.
 - c. LAND MANAGEMENT 26-05

KPB Tax Foreclosure Sale- continuation of the review from last meeting. Two parcels in the FRAPC boundaries could potentially be going to auction. We now have the Ordinance that is going before the Assembly for review. The memo contains the parcels that the borough is requesting to withhold which is new from last meeting.
 - d. LAND MANAGEMENT 26-XX

Casual Use Amendment updating wording to existing code to clarify, attached memo and draft ordinance with new wording underlined

<https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/advisory-planning-commissions/funny-river-apc#apc-meeting-information-and-documents>
5. OLD BUSINESS
 - a. Boat Launch Update

6. NEW BUSINESS
7. PUBLIC COMMENT/PRESENTATION
8. COMMISSIONER COMMENTS
9. ADJOURNMENT

For more information or to submit comments please contact the Funny River APC at: <https://www.kpb.us/planning-dept/planning-commissions/funny-river-apc/email-funny-river-apc> On the far right-hand side of the page is a box titled, "Commissioner Information". Scroll to the bottom of the box and select, "Contact the Funny River APC".

Hope/Sunrise Advisory Planning Commission Meeting
Unapproved Minutes - 7 P.M. March 11, 2026
Hope Library and Via Zoom

1. The meeting was Called to Order by Jim Skogstad at 7:02 P.M.
2. Members present were Jim Skogstad, Flip Foldager, Johnny Sorenson, and Scotty Smith. Dawn Hamond, Borough planner Ryan Raidmae, and Aaron Hughes, Land Management Manager attended via Zoom .
3. The agenda was approved with the addition of swearing in Scotty Smith to the Commission
4. The minutes of January 21, 2026 were approved as submitted.
5. Borough Business: An ordinance to amend “casual use of Borough land” was explained by Ryan and Aaron Hughes. The definition of “casual use” of specifically-identified land generally defines minimal disturbance to the land such as berry picking, snow machining, hunting and camping less than 7 days. Amendments to the code were explained and HAPC approved the ordinance to amend the code. “Casual Use” land can be identified on the KPB Parcel Viewer.
6. Old Business: The draft HAPC 2023 Land Use Plan has taken a turn. The plan was in the legal department but administrative policy changes require a rewrite by the planning department and the plan has been sent back to legal. Dawn suggested and we agreed to wait for it to come out and see what happens.
7. New Business: There was no new business
8. There were no Public Comments or Presentations
9. Commissioners' Comments: None
10. The meeting was adjourned at 7:42 P.M.

**NEXT REGULARLY SCHEDULED HOPE/SUNRISE
ADVISORY PLANNING COMMISSION MEETING**

The next regularly scheduled Hope/Sunrise Advisory Planning Commission Meeting is scheduled for Wednesday, April 8, 2026 in the Hope Library, 18487 A Avenue, Hope, AK 99605 and through Zoom at 7:00 P.M.

CONTACT INFORMATION

Contact the Hope/Sunrise Advisory Planning Commission at:

Email-visit: <https://www.kpb.us/planning-commissions/hope-sunrise-apc>

On the far right-hand side of the page is a box titled, “Commissioner Information”. Scroll to the Bottom of the box and select, “Contact the Hope/Sunrise APC”

Send USPS mail to:
Kenai Peninsula Borough Planning Department, Attn: Hope/Sunrise APC.
144 N. Binkley, Soldotna, AK 99669

MOOSE PASS ADVISORY PLANNING COMMISSION
REGULAR MEETING
LOCATION: MOOSE PASS SPORTSMAN CLUB AND ZOOM
TELECONFERENCE THURSDAY, MARCH 12, 2026
6:00 P.M.

Draft Minutes

Jennifer Boyle, Kevin Dunham, Jeff Estes, Jeff Hetrick, Bruce Jaffa, David Pearson, Dave Schafer

To join the meeting from a computer, visit <https://us06web.zoom.us/j/9360805262>. To attend the Zoom meeting by telephone, call toll-free **1-888-788-0099** or **1-877-853-5247** and enter the Meeting ID **9360805262**. 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. You may join the meeting physically at the Moose Pass Sportsman Club, 33675 Depot Road, Moose Pass, AK 99631

1. CALL TO ORDER 6:09 PM
2. ROLL CALL Jeff Estes, Dave Schaffer, Jeff Hetrick, Jennifer Boyle, Kevin Dunham all present
3. APPROVAL OF AGENDA -Moved Dave S, 2nd Jeff E, Approved
4. APPROVAL OF MINUTES
 - a. February 5, 2026 - Approved
5. PUBLIC COMMENT/PRESENTATION
(Public Comment for items not appearing on the agenda) - None
6. NEW BUSINESS
 - a. Borough
 - i. Planner Report
 1. Ordinance 2026-XX, An Ordinance Amending Borough Code Sections KP.B 17.10.190 and KP.B 17.10.250 Regarding Casual Use of Borough Land

Aaron Hughes Land Management on zoom to discuss Casual Use Land. Parcels within city limits, or less than 20 contiguous acres not available for casual use.

Motion to make a recommendation of approval of Ordinance 2026-XX, An Ordinance Amending Borough Code Sections KPB 17.10.190 and KPB 17.10.250 Regarding Casual Use of Borough Land by Jeff H and 2nd by Jeff E.

Jeff H. motions to recommend that an audit be done of KPB Parcel Viewer's accuracy of Casual Use Lands, 2nd Jen Boyle, Passes, All in Favor

ALL approve motion of approval.

ii. Report from the Chair - no report

7. OLD BUSINESS

- a. Draft Moose Pass Comprehensive Plan – Special Meeting on March 25, 2026 at 6:00 P.M. - Jeff E, Jeff H, Dave S, Kevin D can all be present either in person or via zoom for the 3/25 special meeting. Jen B is unavailable.

8. PUBLIC COMMENT - none

9. COMMISSIONERS' COMMENTS

Jeff H. - Should we print some Comp Plan to leave at post office prior to the March 25 meeting to help public review plan? Would appreciate 2 weeks time frame from Borough to review items prior to meetings.

Kevin D- Apologized for being late. AZ doesn't observe daylight saving.

Jeff E. - Considering how to protect shallow bedrock areas from future development to protect water/wells. Doesn't think that our current comp plan protects it enough.

Dave S. - ditto Jeff H comments. We need to be vigilant regarding updates and policies.

Jen B. - It was interesting learning about Casual Use Lands.

10. NEXT MEETING DATE

March 25 - Special Meeting, Comprehensive Plan Presentation to Public, 6 PM

April 9, 2026

11. ADJOURNMENT Dave S. motion, Jeff E 2nd passes. Adjourned 6:58 PM.

CONTACT INFORMATION

Contact the Moose Pass Advisory Planning Commission at:

To send a message to the Moose Pass APC:

<https://www.kpb.us/local-governance-and-permitting/leadership-governance/planning-commission/advisory-planning-commissions/moose-pass-apc>

Click on the last item listed "Send a message to the Moose Pass APC Commissioners"

Send USPS mail to:

Kenai Peninsula Borough Planning Department, Attn: Moose Pass
APC, 144 N Binkley, Soldotna, AK 99669

NIKISKI ADVISORY PLANNING COMMISSION

Regular Meeting Minutes
March 12, 2026 at 6:30 pm
Location: North Peninsula Rec Center

1. **CALL TO ORDER- 6:34**
2. **ROLL CALL- Kelly Brewer, Stacy Olivia, Jon Harmon, Jason Ross Zoom, Tim Scherr Kenai Peninsula Borough Planner: Ryan Raidmae, KPB Lands: Jennifer Shields, KPB Aaron Hughes**
3. **APPROVAL OF AGENDA- Jason approved Kelly second**
4. **APPROVAL OF MINUTES- Jason approved Kelly second**
5. **BOROUGH BUSINESS**
 - PRESENTATIONS-**
 - a. Jennifer Shields spoke about **Ordinance 2026-05, Tax Foreclosure Sale** on April 25, 2026 will be held at the Kenai Peninsula Borough Building in the Assembly Chamber Room-Sale of Certain Real Property Obtained by the Kenai Peninsula Borough Through Tax Foreclosure Proceedings will be available for purchase. In the 1st round buyers are limited to 2 parcels-in the 2nd round buyers the purchase of parcels is unlimited. Jennifer said parcel 01218017 (**On Foreclosure list/Island Lake Frontage**) would not be retained as asked by the NAPC for the Nikiski Fire Department use due to unknown liabilities. Kelly made a motion to approve; Jon second. All Approved. Open discussion-Kelly asked if KPB could post the Auction information at the Nikiski Post Office, Jennifer said that they could so public was aware of Auction. Jason asked if Non-Profit could buy parcel 01218017 Jennifer said No but a private party could buy the parcel then sell it to the non-profit. Kelly asked if the KPB was doing clean up on Parcel 01218017 Jennifer and Aaron both indicated that that would be the liability and responsibility of the buyer.
 - b. Aaron Hughes spoke about **Ordinance 2026-XX, Casual Use Amendment**
The ordinance serves to further identify, define and encourage allowable uses under Casual Use, and provides future guidance on how **lands** available for casual use are to be identified, and may be closed based on extraordinary public health, welfare and safety-related conditions. This Ordinance amendment is to identify Casual Use-**KPB land** over 20 acres would NOT change and open for Casual use-20 acres and under would be closed to Casual (public) use. As stated in 2D on the agenda-a 20 acre or less **KPB land** can be nominated for Casual use. **Discussion**

opened before approval of the Amendment due to Commissioner concerns. Stacy was concerned that the wording on the Amendment did not include farm animals (Cattle) using KPB lands to cross over and would using them be an added expense? Aaron indicated they could purchase a Casual Use Permit. Kelly asked how much that permit would cost Aaron said a Personal Use permit for Casual Use costs \$500 a Commercial Permit costs \$1500. Kelly was concerned how this may affect recreational vehicles driving on KPB lands/ KPB are used for crossing to other public lands via snowmachines along with other recreation sport vehicles or uses-Jason was concerned about hunting on the KPB lands under 20 acres. Aaron being an understood the concerns. He asked if we could help work on an amendment to the amendment to change the wording-all Commissioners agreed. The Amendment to the Amendment agreed upon is **Closure of KPB lands to Casual Use may not prohibit or restrict legal access to other public lands.** With this Amendment added to the Amendment Tim motioned to approve; Jason 2nd. All Approved

REPORTS

- i. Planner ii. Assembly Member/Other-Ryan said there's potential for a new 20-acre gravel pit near Milky Way off Holt Lamplight. Out of State Owners are asking preliminary questions and getting the paperwork from KPB

6. **PLATTING**

- a. Poolside Estates, 2026 Addition, KPB 2026-016: This subdivision will subdivide one parcel into nine parcels. Kelly motioned to approve; Jason 2nd All Approved

7. **OLD BUSINESS**

- a. Nikiski Comprehensive Plan- AI reviewed the Survey Data and prioritized the Top 5 survey results. Commissioners will receive a copy from Ryan. Survey results on agenda for next meeting-to be put out to the public.

8. **NEW BUSINESS**

- a. None

9. **PUBLIC COMMENT/PRESENTATION: none**

10. **COMMISSIONER COMMENTS: Jon discussed safety concerns that was on Nikiski Chats FB page regarding South Millers turning lane**

11. **ADJOURNMENT: 8:00 PM**

Next Regular Meeting: Thursday April 9, 2026, at 6:30 PM