

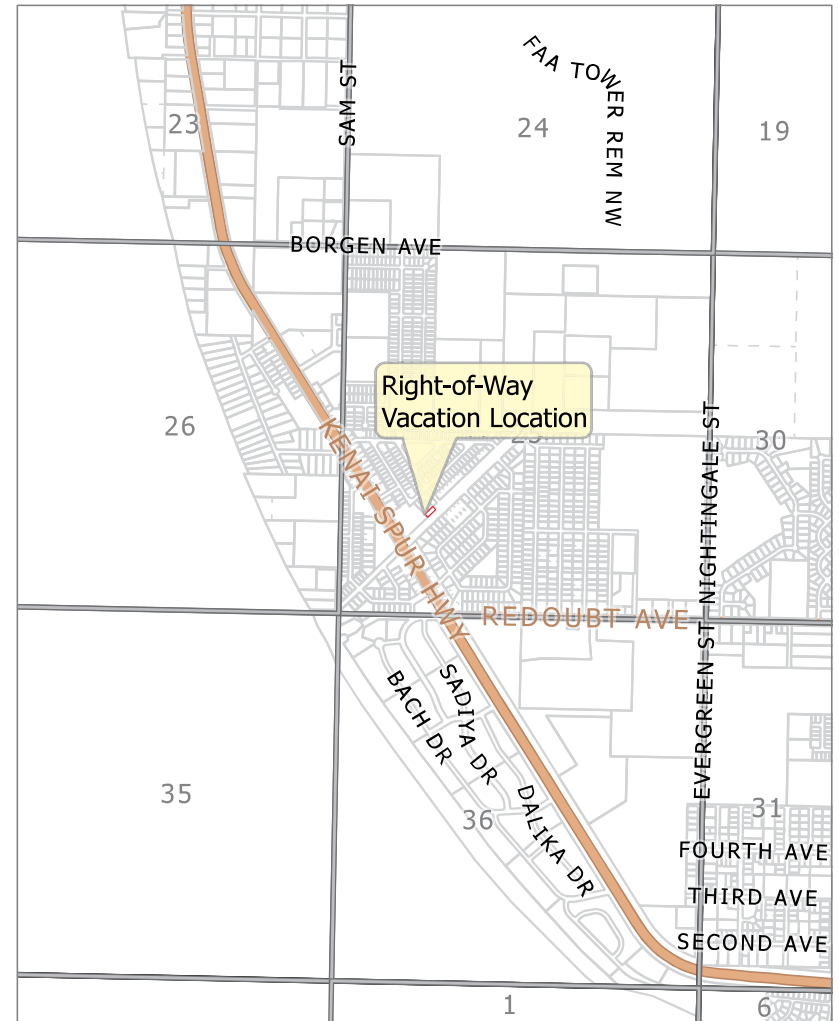
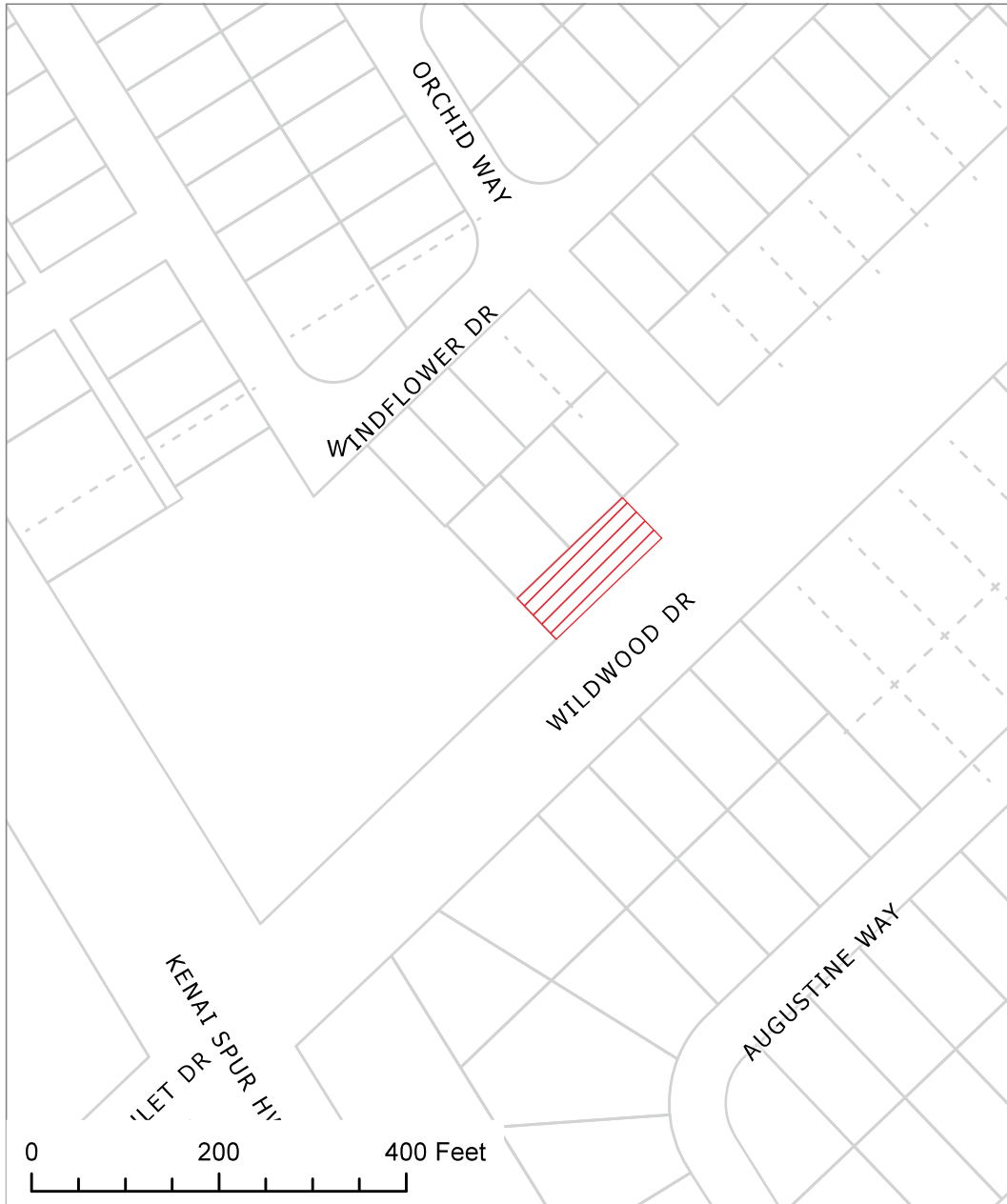
E. NEW BUSINESS

3. Right-Of-Way Vacation; KPB File 2025-048V1

McLane Consulting Group / Douthit

Request: Vacates approximately 9360 square foot portion of an unnamed 60' ROW adjacent to Lots 11 & 12 of Black Gold Estates Subdivision, Plat KN 1399

City of Kenai



KPB File 2025-048V1
T 06N R 12W SEC 25
City of Kenai

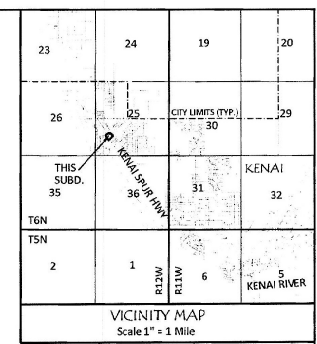
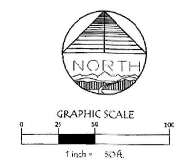


The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

SECTION 26
SECTION 25
2659.88'
1037.41'
1061.34'
1062.46'
S89°58'08"W
S00°02'00"E
S26
S25
S35
S36
FOUND 3-1/4" ALMON 1973 610-S

- NOTES**
1. 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.
 2. DEVELOPMENT MUST MEET THE CITY OF KENAI CHAPTER 14 ZONING CODE REQUIREMENTS.
 3. 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.
 4. THIS PARCEL MAY BE AFFECTED BY THE FOLLOWING:
 - 4.1. THIS SUBDIVISION MAY BE AFFECTED BY A RESERVATION OF EASEMENT RESERVED BY PUBLIC LAND ORDER NO. 601 DATED AUGUST 10, 1949 AND AMENDED BY P.J.B.C. LAND ORDER NO. 757 DATED OCTOBER 10, 1959, PUBLIC LAND ORDER NO. 1613 DATED APRIL 7, 1958 AND DEPARTMENT OF THE INTERIOR ORDER NO. 2665 DATED OCTOBER 16, 1951, AMENDMENT NO. 1 DATED JULY 17, 1952 AND AMENDMENT NO. 2 DATED SEPTEMBER 15, 1956 FILED IN THE FEDERAL REGISTER.
 - 4.2. AN ELECTRIC EASEMENT GRANTED TO KENAI POWER CORPORATION ON JUNE 4, 1958 IN MISC. BOOK 2, PAGE 31, KRD, LOCATION NOT DEFINED AND ASSIGNED TO THE CITY OF KENAI DECEMBER 31, 1963 IN MISC. BOOK 11, PAGE 188, KRD.
 - 4.3. AN ELECTRIC EASEMENT GRANTED TO HOMER ELECTRIC ASSOCIATION ON DECEMBER 5, 1958 IN MISC. BOOK 2, PAGE 64, KRD, LOCATION NOT DEFINED.
 - 4.4. COVENANTS, CONDITIONS AND RESTRICTIONS PER BLACK GOLD ESTATES SUBDIVISION, AMENDED K1399. THE BOROUGH WILL NOT ENFORCE PRIVATE COVENANTS, EASEMENTS OR DEED RESTRICTIONS PER KPB 20.60.170.

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



LEGEND

- ⊕ FOUND PRIMARY MONUMENT AS DESCRIBED
- FOUND 1/2" REBAR UNLESS NOTED
- FOUND 5/8"x30" REBAR w/ 1" STAINLESS STEEL CAP 85032-S
- SET 5/8"x30" REBAR w/ 1" STAINLESS STEEL CAP 85032-S
- R/W + UTILITY EASEMENT VACATED PER THIS PLAT.

CERTIFICATE OF OWNERSHIP AND DEDICATION
I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND 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.

ALEXANDER DOUTHIT
1104 LEEWARD DR
KENAI, AK 99611

NOTARY'S ACKNOWLEDGEMENT

FOR: ALEXANDER DOUTHIT
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC FOR THE STATE OF ALASKA

KPB 2025-048V1

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

AUTHORIZED OFFICIAL



Plat #

Rec. Dist. _____

Date _____

Time _____

BLACK GOLD ESTATES 2025 REPLAT
A REPLAT OF LOTS 11, 12, 16, 17 & 60 FEET OF R/W BLACK GOLD ESTATES SUBDIVISION (K1399)

ALEXANDER DOUTHIT, OWNER
1104 LEEWARD DR
KENAI, AK 99611

0.937 AC. NW1/4 SITUATED IN THE SW1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 12 WEST, SEWARD MERIDIAN, CITY OF KENAI, KENAI PENINSULA BOROUGH, AND THE KENAI RECORDING DISTRICT, ALASKA.

McLANE Consulting Inc.
ENGINEERING - TESTING
SURVEYING - MAPPING
P.O. BOX 468
SOLDOTNA, AK 99686
VOICE: (907) 283-4218
FAX: (907) 283-3265
WWW.MCLANECG.COM

KPB FILE NO. 2025-XXX

PROJECT NO. 252005

SCALE 1" = 50'

DATE: JAN 2025

BOOK NO.: XX-XX

DRAWN BY: AHH

AGENDA ITEM E. NEW BUSINESS

ITEM #3 - RIGHT OF WAY VACATION

Vacate an approximate 9,360 square foot portion of the 60-foot right-of-way street adjacent to Lots 11 and 12, KN 1399, and Wildwood Drive

KPB File No.	2025-048V1
Planning Commission Meeting:	April 28, 2025
Applicant / Owner:	Alexander Douthit of Kenai, Alaska
Surveyor:	Andrew Hamilton, McLane Consulting, Inc.
General Location:	City of Kenai
Legal Description:	Unnamed Street, Black Gold Estates Subdivision, Amended Plat K 1399, Kenai Recording District, Township 6 North, Range 12 West, Section 25, Seward Meridian adjacent to Lots 11 & 12 Block 8

STAFF REPORT

Specific Request / Purpose as stated in the petition:

Right-of-Way Vacation: A portion of the 60 foot right-of-way per Black Gold Estates Subdivision, Amended (K1399) adjacent to Lots 11 & 12 Block 8. Proposed vacation is approximately 9,360 square feet.

Land was originally plotted in 1962 as a frontage road to access residential lots that will be replotted into one larger lot. The frontage road is no longer needed to access the property. Wildwood drive access is adequate. Additionally, the extra 60 feet to run utilities creates an unnecessary cost burden to develop the land. An additional portion of the unnamed 60-foot right-of-way was vacated per KN 2022-1.

Notification: The public hearing notice was published in the April 18 issue of the Peninsula Clarion and the April 17 issue of the Homer News as part of the Commission's tentative agenda.

The public notice was posted on the Planning Commission bulletin board at the Kenai Peninsula Borough George A. Navarre Administration building. Additional notices were mailed to the following with the request to be posted for public viewing.

Library of Kenai

Post Office of Kenai

Twenty-six certified mailings were sent to owners of property within 300 feet of the proposed vacation. Zero receipts had been returned when the staff report was prepared.

Eleven public hearing notices were emailed to agencies and interested parties as shown below;

State of Alaska Dept. of Fish and Game
State of Alaska DNR
State of Alaska DOT
State of Alaska DNR Forestry
City of Kenai
Emergency Services of Kenai

Kenai Peninsula Borough Land Management
Alaska Communication Systems (ACS)
ENSTAR Natural Gas
General Communications Inc, (GCI)
Homer Electric Association (HEA)

Legal Access (existing and proposed):

Legal access to the unnamed street is by Wildwood Drive. Wildwood Drive is a 120-foot-wide city-maintained road which connects to the Kenai Spur Highway to the west, a state-maintained road.

The block length is compliant due to the existence of present roads: Wildwood Drive to the south, Kenai Spur Highway to the west, an unnamed 60-foot right-of-way and Windflower Drive to the north, and an unnamed 60-foot right-of-way to the east.

No new dedications are proposed with the plat. No access to surrounding lots will be affected as Windflower Drive and Wildwood Drive provide public access to surrounding lots.

No section line easements affect the area to be vacated.

KPB Roads Dept. comments	Out of Jurisdiction: Yes Roads Director: Griebel, Scott Comments: RSA has no objection at this time
SOA DOT comments	No Response

Site Investigation:

According to the KWF Assessment, no wetlands affect the area to be vacated. The frontage road does not provide access to a lake, river, or other area with public interest as it only provides access to private lands.

The topography of the proposed area to be vacated is flat, with no contours affecting the area per the KPB GIS imagery terrain layer.

Per FEMA, this area is located within Zone D and is an undetermined flood risk. The proper plat notes have been added on the plat as plat notes number 2 and 3.

The KPB River Center Reviewer did not identify the proposed vacated area to be within a Habitat Protection District.

KPB River Center review	A. Floodplain Reviewer: Hindman, Julie Floodplain Status: Within City of Kenai Comments: No comments B. Habitat Protection Reviewer: Aldridge, Morgan Habitat Protection District Status: Is NOT within HPD Comments: No comments
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Staff Analysis:

The Carl Ahlstrom Homestead was first plotted out in 1955 as shown on the map plat filed at K216. Then in 1963 Black Gold Estates Subdivision K1335 resubdivided a port of the Carl F. Ahlstrom Homestead.

In 1964, the plat was revised by Black Gold Estates Subdivision Amended, Plat KN 1399. As noted on the parent plat under revisions "The addition of the 60 ft. street in front of" certain lots on the plat "were necessary to fill covenant No. 9 as shown on the original plat,". This was the reason for the revision and amendment to the plat.

Once vacated, the right-of-way will be combined with adjacent lots to the north to create one large lot. The proposed plat is named Black Gold Estates 2025 Replat and is being reviewed at the Plat Committee meeting of April 28, 2025 for preliminary approval.

The adjacent property to the west was subdivided by Black Gold Estates 2021 Replat, plat KN 2022-1. This platting action vacated the western portion of the unnamed 60-foot-wide frontage road.

The City of Kenai Planning and Zoning Commission reviewed the plat that will finalize the vacation, Black Gold Estates 2025 Replat, at their February 26, 2025 meeting and granted conditional approval. The Kenai City Council must approve the vacation after the Kenai Peninsula Borough Planning Commission review in order for the vacation to be finalized by the plat.

The original plats did not grant any utility easements along or abutting the proposed portion of the requested right-of-way vacation. Black Gold Estates 2025 Replat that will finalize the vacation proposed to grant a 10-foot utility easement adjoining Wildwood Drive.

20.65.050 – Action on vacation application

- D. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:
1. The right-of-way or public easement to be vacated is being used;
Applicant comments: The frontage road is no longer needed to access the property. Wildwood drive access is adequate.
Staff comments: The unnamed street was intended to be a frontage road. It has not been improved and is not being used for public access
 2. A road is impossible or impractical to construct, and alternative access has been provided;
Applicant comments: Primary access for this land is via Wildwood Drive which is a 120-foot right-of-way that is paved/constructed and used for ingress/egress of traffic.
Staff comments: Wildwood Drive and Windflower Drive both provide public access.
 3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
Staff comments: The surrounding area has been subdivided with adequate rights-of-way and utilities easements.
 4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;
Staff comments: The frontage road does not provide access to a lake, river, or other area with public interest as it only provides access to private lands.
 5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;
Staff comments: The platted rights-of-way from parent subdivisions provide interconnectivity of public access and utilities.
 6. Other public access, other than general road use, exist or are feasible for the right-of-way;
Staff comments: Lying between Wildwood Dr and the applicants property, there does not appear to be any other uses available for the frontage road right-of-way.
 7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests,

and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.

Staff comments: The vacation has been sent to the utility companies for review and comments.

Utility providers have existing lines in this area. No new utility easements were requested. The plat that will finalize the vacation will grant a 10-foot utility easement adjacent to Wildwood Drive.

8. Any other factors that are relevant to the vacation application or the area proposed to be vacated.

Applicant comments: The extra 60 feet to run utilities creates an unnecessary cost burden to develop the land.

Staff comments:

A KPB Planning Commission decision denying a vacation application is final. A KPB Planning Commission decision to approve the vacation application is subject to consent or veto by the KPB Assembly, or City Council if located within City boundaries. The KPB Assembly, or City Council must hear the vacation within thirty days of the Planning Commission decision.

The City Council will hear the vacation at their scheduled May 20st 2025 meeting.

If approved, Black Gold Estates 2025 Replat will finalize the proposed right of way vacation. The Plat Committee is scheduled to review the plat on April 28, 2025.

KPB department / agency review:

Addressing	Reviewer: Leavitt, Rhealyn Affected Addresses: 2707 WINDFLOWER DR, 2705 WINDFLOWER DR, 2714 WILDWOOD DR, 2712 WILDWOOD DR Existing Street Names are Correct: Yes List of Correct Street Names: WILDWOOD DR, WINDFLOWER DR Existing Street Name Corrections Needed: All New Street Names are Approved: No List of Approved Street Names: List of Street Names Denied: Comments: No other comments
Code Compliance	Reviewer: Ogren, Eric Comments: No comments
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. Review Not Required
Assessing	Reviewer: Windsor, Heather Comments: No comment

Utility provider review:

HEA	No Objection
ENSTAR	No Comments or Recommendations
ACS	No Response
GCI	No Response

STAFF RECOMMENDATIONS
CORRECTIONS / EDITS

RECOMMENDATION:

Based on consideration of the merits as per KPB 20.65.050(D) as outlined by Staff comments, Staff recommends APPROVAL as petitioned, subject to:

1. Consent by Kenai City Council.
2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code including a submittal to and approval by the Plat Committee.
3. Grant any utility easements requested by the Kenai City Council and utility providers.
4. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.65.050(I)).

KPB 20.65.050 – Action on vacation application

- H. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.
- I. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.
- J. A planning commission decision denying a vacation application is final. 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.

K. An appeal of the planning commission, city council or assembly vacation action under this chapter 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.*

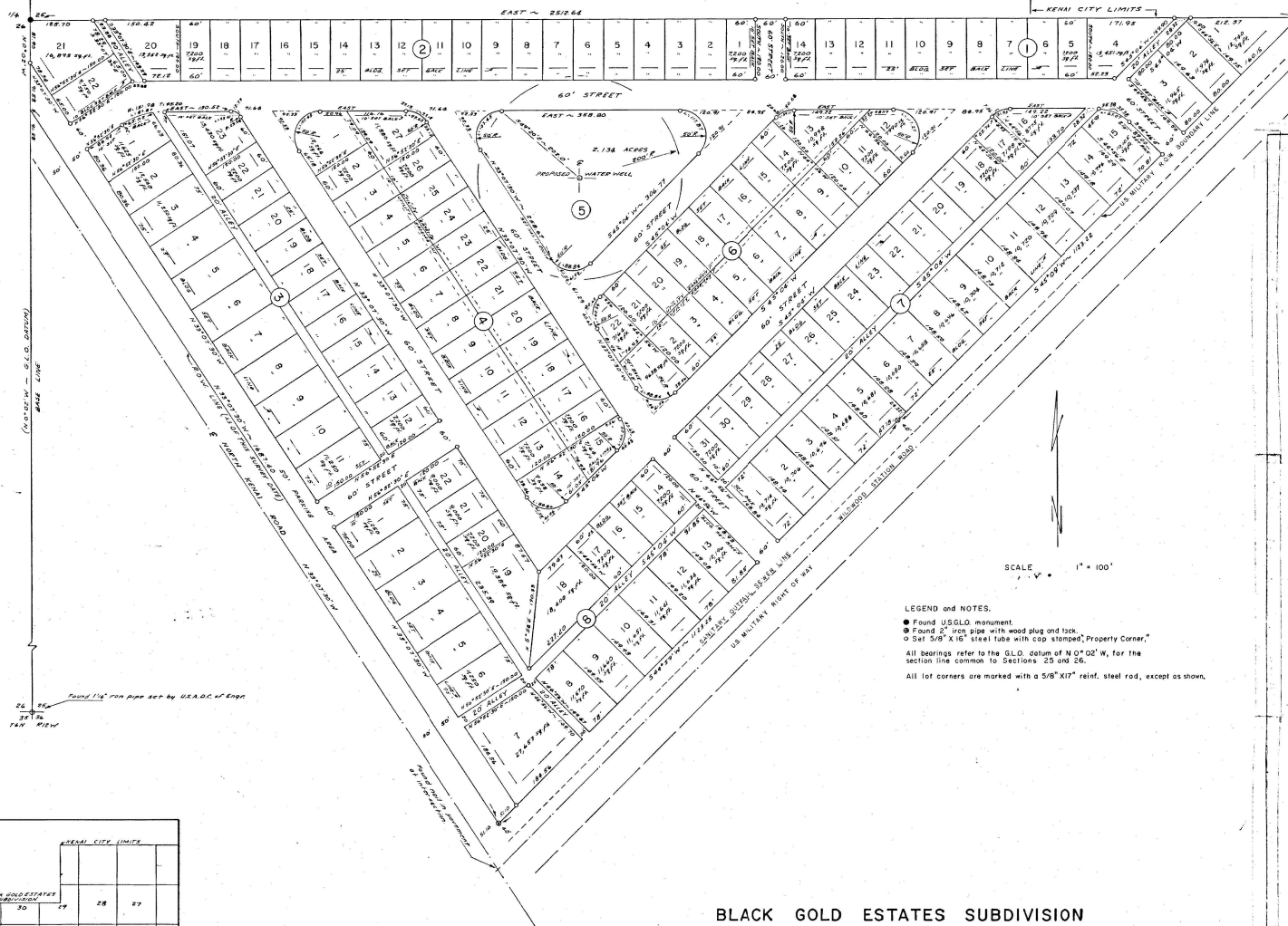
Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

- *Focus Area: Transportation*
 - o *Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
 - *Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*
 - *Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

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.



LEGEND AND NOTES.

- Found USGLD monument.
 - Found 2" iron pipe with wood plug and tack.
 - Set 5/8" X 16" steel tube with cap stamped, 'Property Corner.'
- All bearings refer to the G.L.D. datum of N 0° 02' W, for the section line common to Sections 25 and 26.
- All lot corners are marked with a 5/8" X 17" reinf. steel rod, except as shown.

SCALE 1" = 100'

LEGAL DESCRIPTION OF THE BLACK GOLD ESTATES SUBDIVISION.

Commencing from the U.S.G.L.D. & Section Corner monument common to Sections 25 and 26, T6N, R2W, of the Seward Meridian, Alaska, this is the true point of beginning, thence East, 251.64 ft. along the center line of Section 25 to the point of intersection with the U.S. Military Right of Way boundary, found 2" iron pipe with wood plug and tack, thence S 89° 04' 12" E, 123.25 ft. to the point of intersection with the North Seward Road boundary, found 2" iron pipe with wood plug and tack, thence S 83° 07' 30" E, 167.10 ft. to a point of intersection with the section line common to Sections 25 and 26, thence along the section line N 0° 02' W, 173.45 ft. to the U.S.G.L.D. & Section Corner monument common to Sections 25 and 26, and the true point of beginning thus embracing 47,558 acres of land.

COVENANTS.

1. Said property shall be subject to all easements, reservations and restrictions of record or contained in the original patent issued to Carl and Mary C. Ahlstrom.
2. To building shall be erected with a distance of twenty five (25) feet from the front lot line, ten (10) feet from either side or rear lot line of any residence lot.
3. Any building erected on the above described premises shall be placed on a permanent foundation (no skids or other devices for moving structures may be included in any building).
4. All buildings shall be finished on the exterior.
5. No industrial enterprises may be conducted on the above described premises, nor shall these premises be used for a trailer park, nor shall any trailer or housecar be placed on the premises.
6. All debris from clearing shall be removed, burned or buried.
7. Purchaser(s) and seller hereby covenant that the above-described property shall be subject to assessment for any of the improvements required by the ordinances of the City of Kenai when installed at a future time by the City or Developers, unless prior to construction of such improvements by the City or Developers, the owners of property within this subdivision shall have joined together for the purpose of constructing such improvements.
8. Each purchaser will be assessed, for the purpose of road construction on the basis of ninety (90) cents per front foot, this cost will be included in the contract.
9. Final approval of the City Council on Lots 1-13 of Block 8 and Lots 1-15 of Block 7 and Lots 1-3 of Block 1, will be withheld until the Developer has written approval of access from the Army or has constructed an additional road, etc. to meet City requirements.
10. Upon request of the City of Kenai, a safety barrier will be constructed along the North Seward Road R.O.W. line in front of the parking strip by the individual lot owners of blocks 2, 3, and 8.
11. No individual water wells will be allowed within this subdivision.

CERTIFICATE OF OWNERSHIP AND DEDICATION.

We hereby certify that we are the owners of BLACK GOLD ESTATES SUBDIVISION as shown herein, and that we adopt this plan with our free consent, and dedicate all streets, alleys, and parking strips for public use.

Date June 14, 1963 Carl F. Ahlstrom owner
Mary C. Ahlstrom owner

CERTIFICATE OF REGISTERED LAND SURVEYOR.

I hereby certify that I am a registered land surveyor, and that this plat represents a survey made by me, and the monuments shown thereupon actually exist as located, and that all dimensional and other details are correct.

Date June 8, 1963 Stanley S. McLane Registered Surveyor

STATE OF ALASKA

CITY OF KENAI)

On this 22nd day of June, 1963, before me personally appeared Carl F. Ahlstrom and Mary C. Ahlstrom, known to me to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same for the purposes hereon expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal this day and year last written above.

My commission expires June 1, 1964
Stanley S. McLane Notary Public

City Planning Commission.

Received June 14, 1963

Approved June 14, 1963

Chairman Stanley S. McLane

COUNCIL

This is to certify that the within plat was duly submitted to and approved by the Council of Kenai City, Alaska, by resolution number 44-22 duly substantiated as passed this 21st day of June, 1963.

Stanley S. McLane

Stanley S. McLane

City Clerk

BLACK GOLD ESTATES SUBDIVISION

CARL F. AHLSTROM and MARY C. AHLSTROM
 OWNERS

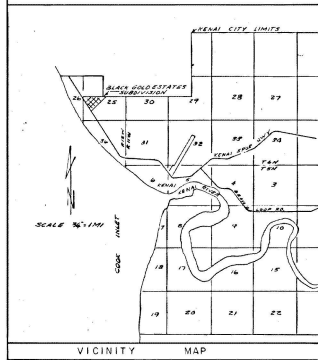
RICHARD and JOAN WILLIAMS
 DEVELOPERS

A PORTION OF THE CARL F. AHLSTROM, HOMESTEAD, LOCATED WITHIN THE SW 1/4 OF SECTION 25, T6N, R2W, OF THE SEWARD MERIDIAN, ALASKA, CONTAINING 47,558 ACRES OF LAND.

SURVEYED BY

STANLEY S. McLane, R.L.S.

Date July 19, 1962
 End Oct. 24, 1962

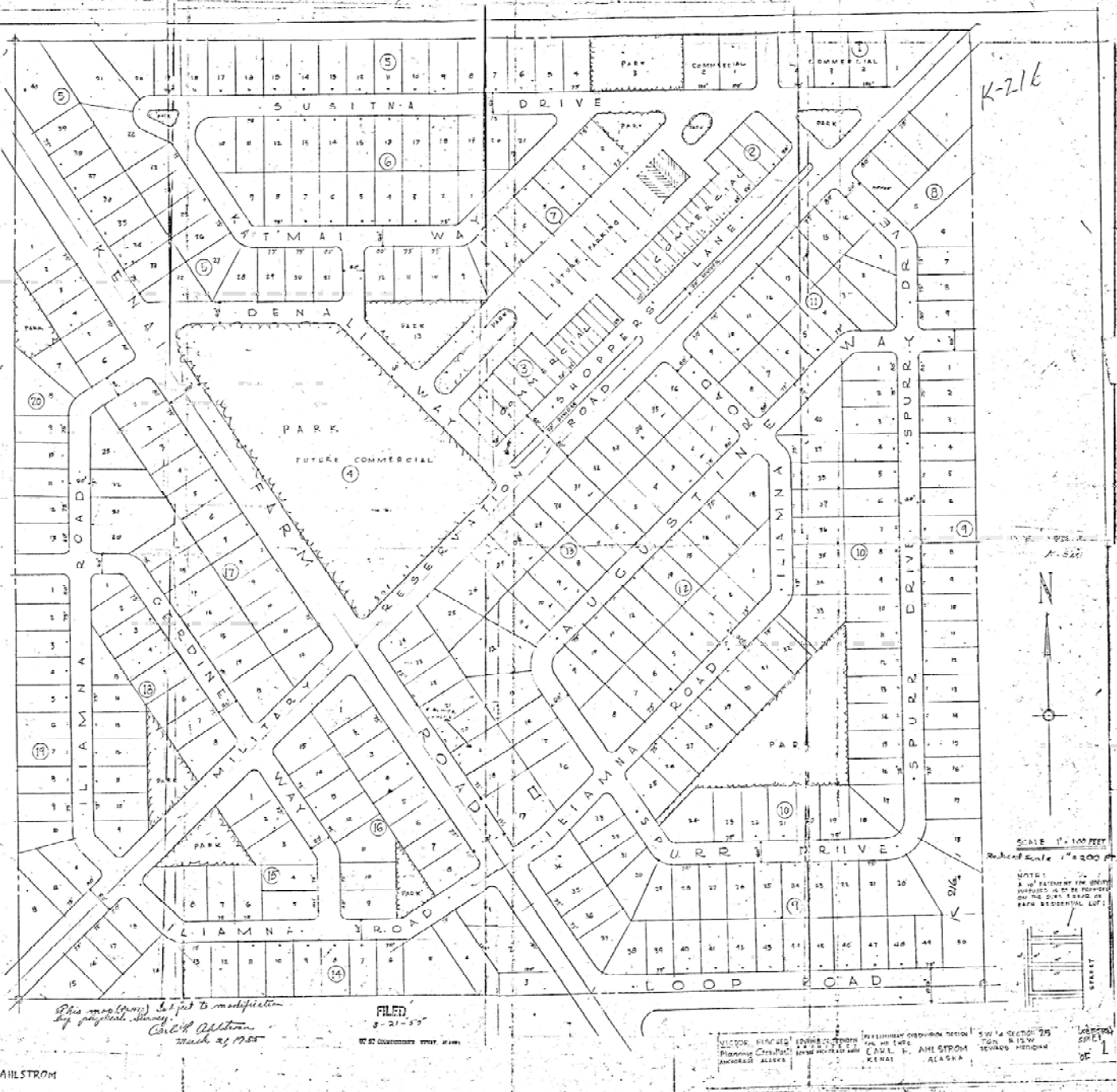


BLACK GOLD ESTATES
 # 631

KN-216

216

SEE PC RES 2012-44 VACATE 10 FT UTILITY EASEMENT





STAFF REPORT

PLANNING & ZONING DEPARTMENT

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

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

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

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

Property Owner: Alex Douthit

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

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

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

Zoning District: Suburban Residential (RS)

Land Use Plan: Suburban Residential (SR)

Surrounding Uses: General Commercial, Suburban Residential

SUMMARY

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

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

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

ANALYSIS

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

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

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

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

STAFF RECOMMENDATION

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

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

ATTACHMENTS

Aerial Map
Application
Preliminary Plat, Black Gold Estates 2025 Replat



Legend

Physical Addresses



Transportation

Mileposts



Roads

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

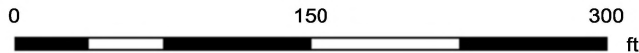
Parcels and PLSS

Parcels



9" Imagery

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



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



Preliminary Plat Submittal Form

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

APPLICANT (SURVEYOR)

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

PROPERTY OWNER

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

PROPERTY INFORMATION

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

PLAT INFORMATION

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

Exceptions Required and Requested:

Comments:

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

REQUIRED ATTACHMENTS

<input checked="" type="checkbox"/> Certificate to Plat	<input checked="" type="checkbox"/> (1) 24" x 36" Plat	<input checked="" type="checkbox"/> (2) 11" x 17" Plats
SIGNATURE		
Signature:	Date: 01/28/25	
Print Name:	Alexander Douthit	Title/Business:

McLANE

CONSULTING, INC.

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

LETTER OF TRANSMITTAL

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

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

We are sending you: ☒ Attached ☐ Under separate Cover

Via: Delivered

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

Reason for Transmittal Checked Below:

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

Remarks:

Copy to: File Signed: Andrew Hamilton



First American Title™

Guarantee

Subdivision Guarantee

Issued by

First American Title Insurance Company

GUARANTEE NUMBER

5033602-0229-4229879

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

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

GUARANTEES

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Corneli, Secretary

This jacket was created electronically and constitutes an original document

First American Title Insurance Company



Steven Taylor on behalf of Dustyn Fergus, Title Officer

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

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

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

3. No Duty to Defend or Prosecute.

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

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

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

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

5. Proof of Loss or Damage.

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

6. Options to Pay or Otherwise Settle Claims:

Termination of Liability.

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

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

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

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

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

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

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

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

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

7. Determination and Extent of Liability.

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

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

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

8. Limitation of Liability.

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

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

9. Reduction of Liability or Termination of Liability.

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

10. Payment of Loss.

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

11. Subrogation Upon Payment or Settlement.

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

12. Arbitration.

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

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

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

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

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

14. Notices, Where Sent.

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



First American Title™

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4229879

Order No.: 4229879

Liability: \$300.00

Fee: \$300.00

Tax: \$N/A

Name of Assured: McLane Consulting Inc

Date of Guarantee: December 23, 2024

The assurances referred to on the face page hereof are:

1. Title is vested in:

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

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

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

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

B. Water rights, claims or title to water.

C. Tax Deeds to the State of Alaska.

D. Documents pertaining to mineral estates.

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

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

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



First American Title™

Schedule B

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4229879

File No.: 0229-4229879

RECORD MATTERS

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

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

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

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

Affects: Lot 17 of Block 8

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

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

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



First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

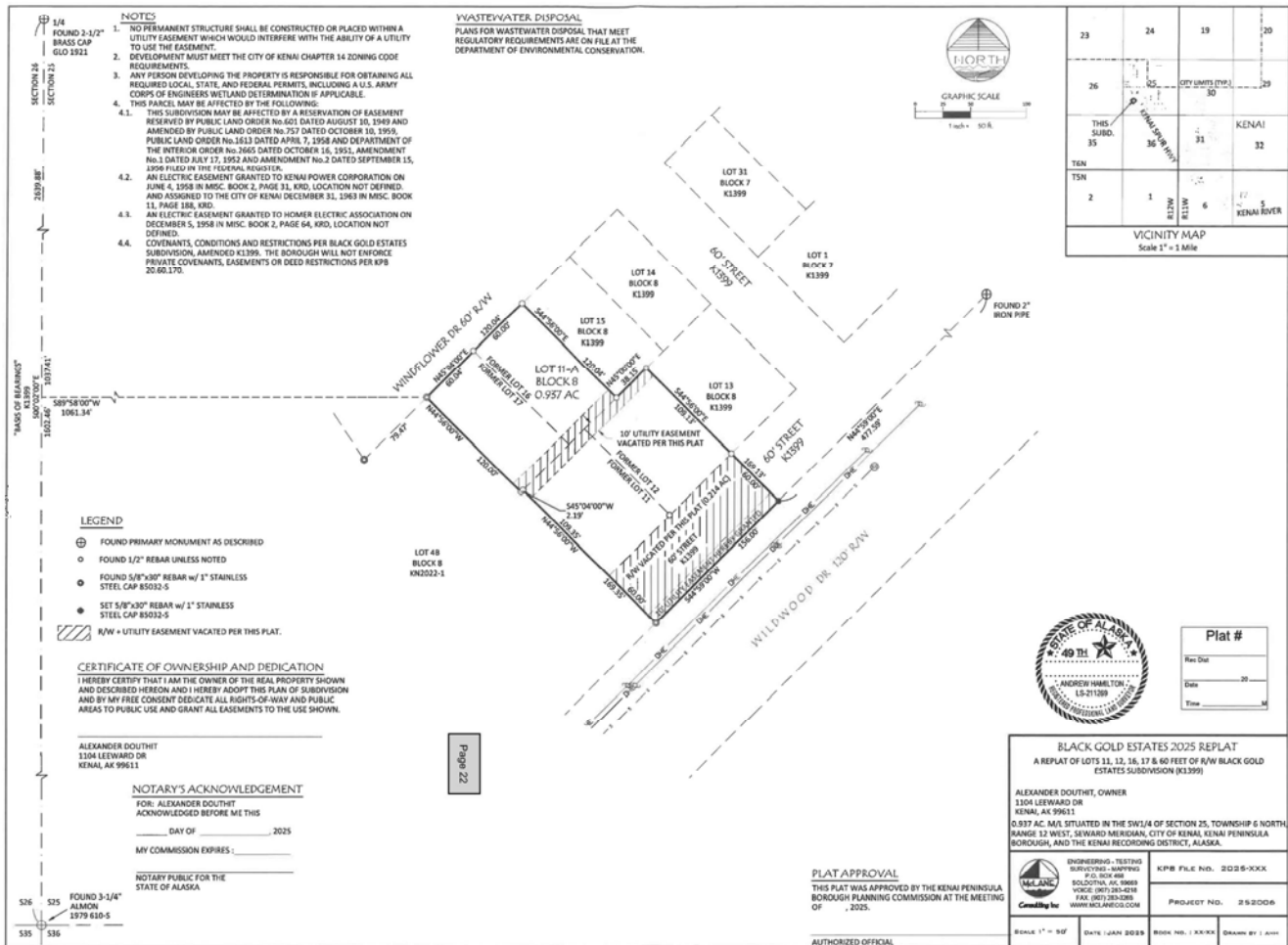
GUARANTEE NUMBER

4229879

File No.: 0229-4229879

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

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



B. APPROVAL OF MINUTES

1. *Regular Meeting of March 12, 2025

Approved by the consent agenda.

C. SCHEDULED PUBLIC COMMENTS - None.

D. UNSCHEDULED PUBLIC COMMENTS - None.

E. CONSIDERATION OF PLATS

1. **Resolution No. PZ2025-05** – Recommending Conditional Approval of Preliminary Plat – Black Gold Estates 2025 Replat Merging Lots 11, 12, 16, 17 and 60 feet of Right-of-Way into a Single Lot in the Suburban Residential (RS) Zoning District.

MOTION:

Commissioner Woodard **MOVED** to approve Resolution PZ2025-05. Commissioner Pettey **SECONDED** the motion.

Planning Director Buettner noted that a substitute staff report was provided in the laydown, provided an overview of the staff report, and explained the purpose of the plat was to merge four parcels and 60 feet of unnamed Right-of-Way (ROW) into one lot. It was noted that staff's recommendation is approval subject to the conditions specified within the staff report as attached to Resolution No. PZ2025-05.

Alex Douthit, applicant, provided background regarding the plat and vacation of the portion of ROW. He explained and that the lot would be more suitable for development once merged.

There was Commission discussion regarding the background of the unnamed ROW. Clarification was provided that this ROW was not involved in a dispute between the Kenai Native Association and the City of Kenai, and that a Conditional Use Permit is not needed for the proposed uses.

VOTE:

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

NAY: None

ABSENT: Fikes

MOTION PASSED WITHOUT OBJECTION.

2. **PZ2025-15** - Recommending Approval of Preliminary Plat – Bailey Estates Karpik Rice Replat to Relocate the Lot Line Separating Lots 1 and 2, Bailey Estates Amended in the Suburban Residential 2 (RS-2) Zoning District.

MOTION:

Vice Chair Twait **MOVED** to approve Resolution PZ2025-15. Commissioner Woodard **SECONDED** the motion.

Planning Director Buettner provided an overview of the staff report as included in the packet and attached to Resolution No. PZ2025-15, and explained the purpose of the plat was to adjust the lot lines between two lots, to allow a shop building to meet setback requirements. It was noted that staff's recommendation is approval subject to the condition specified within the staff report as attached to Resolution No. PZ2025-15.

VOTE:

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

NAY: None

ABSENT: Fikes

MOTION PASSED WITHOUT OBJECTION.



SENT VIA ELECTRONIC MAIL

March 27, 2025

McLane Consulting
PO Box 468
Soldotna, AK 99669
ahamilton@mclanecg.com

RE: Notice of Recommendation - Resolution PZ2025-05 – Preliminary Plat – Black Gold Estates 2025 Replat

Dear McLane Consulting:

On Wednesday, March 26, 2025, the City of Kenai Planning and Zoning Commission recommended conditional approval of Resolution PZ2025-05 for Preliminary Plat Black Gold Estates 2025 Replat. An installation agreement is not required. Enclosed is a copy of the resolution.

If you have any questions, please contact Planning & Zoning Department at 907-283-8237 or planning@kenai.city.

Sincerely,

A handwritten signature in black ink that reads "Beth McDonald".

Beth McDonald
Planning Administration

Enclosure

cc: Beverly Carpenter, KPB Planning Department (bcarpenter@kpb.us)



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

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

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

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

KPB PARCEL NUMBERS: 03904007, 03904008, 03904011, 03904012

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

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

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

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

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

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

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

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

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

WHEREAS, an installation agreement is not required; and,

WHEREAS, the Planning and Zoning Commission finds:

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

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

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

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

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


JOE HALSTEAD, CHAIRPERSON

ATTEST:


Meghan Thibodeau, Deputy City Clerk