2018 OVER-THE-COUNTER LAND SALE BROCHURE
KENAI PENINSULA BOROUGH
144 NORTH BINKLEY STREET
SOLDOTNA, AK  99669

STARTING:  October 1, 2018, 8:00 AM
ENDING:  January 31, 2019, 2:00 PM

This brochure is also available online at:

https://www.kpb.us/images/KPB/LND/Land_Sales/2018_OTC_Brochure.pdf

Brochure Changes and Updates
The Kenai Peninsula Borough reserves the right to waive technical defects in this publication. If any errors in this brochure are discovered after publication, a corrected brochure will be available at:

http://www.kpb.us/landmgt/land-sales
INTRODUCTION

The 2018 Over-The-Counter Land Sale includes 7 parcels of Kenai Peninsula Borough (KPB) owned land for sale as authorized by Ordinance 2018-13. This sale begins October 1, 2018 and ends January 31, 2019.

FREQUENTLY ASKED QUESTIONS

Q: Are these parcels tax-foreclosed properties?
A: No – The Borough has a separate sale for tax-foreclosed properties.

Q: May I purchase more than one parcel?
A: Yes – You may purchase multiple parcels.

Q: What will happen to the parcels that do not sell?
A: Parcels that do not sell by January 31, 2019 will no longer be available to purchase and will return to the borough’s land bank.

Q: Are the sale parcels available for inspection?
A: Yes – Parcels are available for public inspection. For ease of identification each parcel is posted with a sign. Most parcels have their corners marked with stakes or monuments. It is the Applicant’s responsibility to identify and accurately locate all property corners.

Q: Is financing available for these parcels?

Q: Does the buyer have the option to transfer the Deed of Trust before it is due?
A: No.
Q: Whose name will be on the Quitclaim Deed?
A: Only the name(s) listed on the Application for Purchase (Form A). Names cannot be added to the title or Deed of Trust after the application is submitted.

Q: Is it possible for someone to complete an application for me?
A: Yes, but that person must submit a Power-of-Attorney document along with your application showing that they have the necessary authority to act on behalf of the applicant on the date of the submittal. A Power of Attorney Form may be obtained by contacting the Kenai Peninsula Borough, Land Management Division, at (907) 714-2211.

Q: Is it possible for someone to deliver my application for me?
A: Yes.

Q: May I pay the down payment amount with a check?

Q: How will I know if a sale parcel is still available?
A: Sale parcels will be linked to the KPB Land Management Website and will be updated upon status change for each parcel, i.e. accepted application received, signed purchase agreement, conveyed, etc. It will take approximately one to six months for sale transactions to close depending on the volume of participation in the sale and financing options used. Applications are kept confidential by the Land Management Division for each parcel until the resulting sale transaction is closed.

Q: After I submit an application, when will I know if my application has been accepted?
A: Applicants will be notified directly by the Land Management Division, first by phone followed immediately by certified mail. Back-up applicants will not be notified, except in the event that an applicant has relinquished their application for purchase.

If you have additional questions please contact:
Land Management Division,
Kenai Peninsula Borough
144 North Binkley
Soldotna, Alaska 99669,
(907) 714-2200 or toll free within the Borough 1-800-478-4441, ext. 2200
## INDEX OF SALE PARCELS

<table>
<thead>
<tr>
<th>PARCEL ID</th>
<th>GENERAL LOCATION</th>
<th>LEGAL DESCRIPTION</th>
<th>ACRES</th>
<th>SALE PRICE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>014-040-02</td>
<td>Nikiski</td>
<td>Lot 4, Bernice Lake Alaska Industrial Subdivision, as shown on Plat No. 1560, Kenai Recording District, Map showing public water system sources.</td>
<td>0.9</td>
<td>$7,500</td>
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<td>017-130-25</td>
<td>North Kenai</td>
<td>Government Lot 13, Section 23, T6N, R12W, Seward Meridian, Alaska</td>
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<td>025-250-02</td>
<td>Gray Cliff</td>
<td>Lot 47, Gray Cliff Subdivision, as shown on Plat No. 82-80, Kenai Recording District</td>
<td>5.33</td>
<td>$10,700</td>
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<td>025-250-03</td>
<td>Gray Cliff</td>
<td>Lot 46, Gray Cliff Subdivision, as shown on Plat No. 82-80, Kenai Recording District</td>
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<td>131-060-33</td>
<td>Kalifornsky</td>
<td>Lot 9, Two The Bluff Subdivision 2013 Addition, as shown on Plat No. 2013-125, Kenai Recording District</td>
<td>2.59</td>
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<tr>
<td>131-060-34</td>
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<tr>
<td>131-060-36</td>
<td>Kalifornsky</td>
<td>Lot 12, Two The Bluff Subdivision 2013 Addition, as shown on Plat No. 2013-125, Kenai Recording District</td>
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<td>$125,000</td>
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</tbody>
</table>

### GENERAL INFORMATION IF YOU ARE BUILDING A STRUCTURE WITHIN THE KENAI PENINSULA BOROUGH (KPB)

1. **BUILDING SETBACK**
   There is a minimum building setback of 20 feet from any public right-of-way unless a greater setback distance is specified by the subdivision plat or in covenants filed with the subdivision. Building setbacks for parcels within city limits may vary. Parcels are subject to the building codes and zoning ordinances applicable to that city. Covenant may further restrict site development and are recorded with the district recorder. Where a KPB local option zone applies, specific building setbacks are required and certain permits may be necessary.

2. **ROAD & DRIVEWAY CONSTRUCTION**
   A permit is required to construct a road or driveway within a dedicated right-of-way. Each city has their own permit requirements within their boundaries, as does the State of Alaska, Department of Transportation for state roads. The KPB issues permits for all other roads.

3. **CONSTRUCTION REGULATIONS**
   A State building permit is required for all commercial buildings and all residential structures containing four or more dwelling units. This permit is required at any location in the State. Permits are issued by the State Fire Marshal upon submittal and approval of appropriate
plans and specification. For information contact: State Fire Marshal, 5700 East Tudor Road, Anchorage, AK 99507 (907) 269-5491.

The Corps of Engineers issues permits for projects involving construction, dredging, filling, excavation, etc. in or near water bodies, i.e. rivers, lakes, coastal waters and wetlands. For information contact: U.S. Corps of Engineers, 44669 Sterling Highway, Suite B, Soldotna, AK 99669 (907) 252-3770.

The Alaska Department of Environmental Conservation (ADEC) provides and enforces standards for well and septic systems. For information contact: ADEC, 43335 Kalifornsky Beach Road, Suite 11, Soldotna, AK 99669 (907) 262-5210.

The KPB does not require a building permit for any structure or location; however, a building permit may be required within the cities of Kenai, Soldotna, Homer, Seldovia, Seward, and Kachemak. Contact the respective city for information.

All waterfront parcels are subject to a 50-foot public access easement upland of the mean high waterline or ordinary high waterline.

_The general information show hereon is provided as a courtesy. It is the applicant’s responsibility to ascertain and obtain all permits necessary._

KENAI PENINSULA BOROUGH 2018 OVER-THE-COUNTER LAND SALE

**Starting:** October 1, 2018 at 8:00 a.m.  **Ending:** January 31, 2019 at 2:00 p.m.

**GENERAL PROCEDURES**

In the 2018 Over-The-Counter Land Sale, parcels will be sold on a first-come basis using the procedures set forth in this brochure.

Beginning October 1, 2018 applications for purchase may be submitted in person, by mail, email, or fax, however, _in person submittals will have priority (first-come status) over all other submittals forms from October 1, 2018 through the close of business on October 5, 2018_. In person submittals shall be received at the designated counter in the Kenai Peninsula Borough (KPB) Planning Department.

**Designated Entrance at 8:00 am on October 1:** The front door (west door facing Binkley Street) of the borough building located at 144 North Binkley Street is the designated entrance for the purpose of starting this sale. In the event that a line forms at the designated entrance (front door) prior to the normal business hours of 8:00 A.M. on October 1, designated borough staff will move the line, in the order in which it was found, to the designated counter to start the line for receipt of applications. Tickets may be issued to maintain the line order. Signs may also be used to identify designated check-in areas that will be used to delineate the line order.
Applications must be completed at the time of receipt; prospective applicants bringing incomplete applications to the counter may lose their place in line. Applications will be certified at the time received, which will be the determination of first-come for the purpose of this sale. Any objections shall be addressed in writing to the Land Management Officer.

Applications received by mail, email, or fax will be certified as follows:

- Applications received by mail will be certified in the order opened alongside normal business mail.
- Applications received by email will be certified in the order as shown in the designated email inbox.
- Applications received by fax will be certified in the order as printed on the receiving fax.
- Applications received by mail, email, or fax between October 1, 2018 through the close of business on October 5, 2018 will be ordered behind any competing in-person applications received during that time period.

Applications will not be received or held prior to October 1, 2018.

**Designated Mailing Address:** Kenai Peninsula Borough Planning Department
2018 Over-The-Counter Land Sale
144 North Binkley Street
Soldotna, Alaska 99669

**Designated Email Address:** lmweb@kpb.us

**Designated Fax Number:** (907)-714-2378

**APPLICATION SUBMITTAL PACKET**

Use Form A, and Forms B and C if applicable, to submit an application for purchase of a parcel. Each parcel must be submitted on a separate application. Please include the names of all individuals or organizations you wish to hold title. Only the names or organizations listed on the Application for Purchase (Form A) will be included on any quitclaim deed issued by the KPB. A Credit Application (Form B) should be submitted if your application includes KPB financing. Finder Application (Form C) may be submitted by the applicant if applicable. Forms A, B, and C may be reproduced for the convenience of the applicant (See Application Packet Check List on Page 16).

**Notification of Acceptance of Application Packet**

Successful applicants will receive, by certified mail, notification of acceptance of their application packet along with a Purchase Agreement and a Relinquishment form. If the applicant chooses to relinquish their application the parcel will be available for the next applicant, who will then be
notified. This process will continue until such time as the KPB has an executed purchase agreement and deposit under the terms required by this invitation, or until all back-up applications are exhausted.

Successful Applicants will have two options:

Option 1: Complete the enclosed purchase agreement and submit a deposit equal to the greater of $1,500 or ten percent (10%) of the purchase price. The purchase agreement and deposit must be hand delivered or postmarked no later than 10 days from the receipt of the certified letter or within 30 days of the date of the certified letter whichever comes first.

Option 2: Complete the enclosed Application Relinquishment form. The Application Relinquishment form must be hand delivered or postmarked no later than ten (10) working days from the receipt of the certified letter or within 30 days of the date of the certified letter whichever comes first.

If an application is relinquished, or the applicant was non-responsive, or if the provisions of Option 1 above are not met, the offer to purchase will be extended to the next applicant.

The KPB will arrange for preparation of necessary documents, and closing will take place at the Kenai Peninsula Borough, 144 North Binkley Street, Soldotna, AK 99669 or as otherwise designated by the borough. At closing, if the sale is financed, the buyer shall pay all closing costs. If the sale is a cash sale, the buyer will be required to pay the full balance due plus closing costs at closing. Please carefully read Terms and Conditions Of The Sale before submitting an application.

TERMS AND CONDITIONS OF THE SALE

1. ALL INTERESTED APPLICANTS ARE URGED TO INSPECT EACH PARCEL OF INTEREST BEFORE SUBMITTING AN APPLICATION FOR PURCHASE. KPB ASSUMES NO LIABILITY THAT WOULD HAVE BEEN DISCLOSED BY AN INSPECTION OF THE PROPERTY.


3. Applications must be submitted on the forms supplied, (reproduction is allowed for additional forms as needed) according to the terms and conditions of this sale. Applications must be received by no later than 2:00 p.m., January 31, 2019. All parties submitting applications are responsible for ensuring that applications are received by KPB by the required date and time.

4. Applicants must indicate on the Application form the financial option selected to close the transaction.
Option A "All Cash": Applicant will pay in cash, at closing, the balance of the purchase price plus closing costs. The deposit will be held by the KPB and credited to the purchase price.

Option B "Financed": Applicant will pay the down payment indicated on the application form (equal to the greater of $1,500 or a minimum of ten percent 10% of the purchase price) plus closing costs. Upon credit approval, the balance will be financed by the KPB. The applicant(s) shall execute a deed of trust and note, secured by the property sold, in favor of the KPB. The note for initial principal amount will be payable in 120 equal monthly payments (ten years), all at the U.S. Prime Rate on the authorized date of sale plus two percent (2%). The deposit will be held by the KPB and credited to the purchase price. The authorized date of sale is the date an application is certified, between October 1, 2018 and January 31, 2019.

5. If an applicant receives, by certified mail, a written notice of acceptance of their application packet for the purchase of a parcel the applicant so notified must within ten (10) days of receipt of written notification, properly complete, sign, and return the purchase agreement document with a deposit equal to the greater of $1,500 or a minimum of ten percent 10% of the purchase price in the form of a U.S. Postal Money Order, a certified check, a cashier’s check, or a personal check. Packages must be hand delivered or postmarked no later than ten (10) working days from the receipt of the certified letter or within 30 days of the date of the certified letter whichever comes first. The purchase agreement will be included in the notification of the application acceptance package. Should a personal check not be honored the borough shall cancel its acceptance of the application packet, unless the rejection was caused by bank error.

6. The borough will retain back-up applications. In the event an applicant fails to properly complete, sign, and return the purchase agreement under the terms required by this invitation with a deposit equal to the greater of $1,500 or a minimum of ten percent 10% of the purchase price, the acceptance of the application packet will be canceled by KPB. The next applicant will be notified in the same manner as the initial applicant. This process will continue until such time as the KPB has obtained an executed purchase agreement under the terms and conditions of this sale, or until all back-up applications are exhausted.

7. The KPB will not pay interest on any money held for any reason.

8. When an applicant properly completes, signs, and returns the purchase agreement with a deposit equal to the greater of $1,500 or a minimum of ten percent 10% of the purchase price, and then fails to meet any and all terms and conditions contained in the purchase agreement, up to $1,000 of monies deposited may be retained by KPB as liquidated damages.

9. The buyer shall be responsible for paying all closing costs which may include, but are not limited to; recording fees, document preparation fees, mortgagee’s title insurance policy if sale is financed by KPB, an owner’s policy of title insurance, if desired, escrow collection
fees (set up and annual fee), or other fees associated with the process and financial option selected.

10. All parcels shall be conveyed subject to the following:

   a) reservations, exceptions, easements, rights-of-way, covenants, conditions and restrictions of record or created by operation of law;
   b) governmental regulations including but not limited to, setbacks, zoning, and special permit requirements;
   c) the applicable general conditions contained in KPB 17.10.240, and
   d) any matters including, but not limited to issues associated with existing trails or encroachments, if any, which would be disclosed to the buyer by an actual site inspection or survey of the property.

12. All parcels will be conveyed by quitclaim deed. Either title insurance or other similar reports must be obtained for all borough-financed sales, at the Buyer's expense, showing the condition of title and that there are no unsatisfied judgments or liens against the Buyer at the time of closing, the latter of which shall also be verified by the Buyer. In the event a title report showing a reasonably acceptable condition of title cannot be obtained, then either the Buyer or the KPB may elect to terminate the purchase agreement, in which case all monies on deposit will be refunded to the Buyer.

13. KPB financed land sales require a Deed of Trust be executed which contains additional terms and conditions including restrictions on certain uses and actions as follows:

   “TRUSTOR, during the term of this Deed of Trust, shall not subdivide the property, cut any timber, or extract any gravel, peat or other natural resources except for its own personal use on the property, nor shall TRUSTOR encumber the property with any obligation, which, in the judgment of BENEFICIARY or TRUSTEE, appears to be prior or superior to BENEFICIARY’S interest in or rights to the property.”

   A sample of the entire Deed of Trust document is available upon request.

14. The KPB makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of any parcel, to include without limitation, the soil conditions, water drainage, practical or feasible physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist, or merchantability, suitability or profitability of the parcel for any use or purpose.

   All properties in this offering will be sold "as is - where is." It is the responsibility of the applicant(s) to, among other things, investigate and determine the actual size of the parcel and parcel boundaries, regulations, restrictions and potential defects, including those created by prior use, which would affect the use of any parcel offered in this sale. The feasibility and costs to remedy defects, such as obtaining permits, variances,
engineered septic systems, and in some cases replatting to combine adjacent parcel(s), should be determined prior to submitting an application for purchase. All such costs will be borne by the applicant. No adjustments to a price or reimbursement to an applicant will be made by the KPB. Applicants should be aware that, as with any other property, federal, state, and local laws and regulations may apply.

Applicants are solely responsible for determining the existence and applicability of any such provisions and the KPB assumes no responsibility to determine or advise the applicant regarding these regulations and laws. Applicants should not rely on any representation as to the scope of applicable regulations as being complete nor shall any statement by a KPB official be deemed a waiver or bar to the application of any such laws or regulations.

15. Unless otherwise agreed in writing, closing will occur within 90 days of execution of the Purchase Agreement and payment of the deposit. At closing, buyer will pay the balance of the purchase price plus closing costs for all cash sales, or the balance of the down payment plus closing costs for financed sales with a U.S. Postal Money Order, cashier’s check, or personal check. Both parties will execute all documents required to complete the purchase agreement and, if applicable, establish an escrow account.

16. The requirements for construction and maintenance of roads, drainage systems, and other use of public easement areas shall be the responsibility of the buyer to determine. Buyers shall be required to comply with all federal, state and local regulations and requirements which, among others include, the State of Alaska, Department of Environmental Conservation regulations regarding well and septic installation and, if applicable, the regulations of the U.S. Army Corps of Engineers regarding filling or draining any area within the parcel which may be designated as wetlands by the appropriate authority.

17. The legal description of sale parcels are provided for informational and identification purposes only. They should not be construed as complete property descriptions or legal descriptions. The KPB does not warrant the completeness or accuracy of any such descriptions. The KPB reserves the right to accurately describe the parcel by a complete legal description in the purchase agreement and subsequent documents.

Any parcel data (utilities, topography, soils, etc.) is provided for informational and identification purposes only. KPB does not warrant the completeness or accuracy of any such data. Applicants are solely responsible for verifying all data to their satisfaction.

18. Maps provided in the brochure are for informational reference only and should not be construed as a factual representation of matters such as access, parcel size, boundaries, and other matters contained thereon. The KPB makes no warranty, nor assumes any liability whatsoever, that monumentation indicated on surveys or plats is currently in place. The text accompanying the maps in the brochure are for informational reference only and should not be construed as a factual representation of matters such as location, topography, special features of the parcel, access, utilities, water and sewer, fire
or other services, and does not necessarily include a complete list of restrictions and reservations.

19. The acreage reflected for each parcel is the approximate acreage based on the best information the KPB has at this time. The approximate acreage is based on the legal description’s gross area. It may not have been adjusted to account for right-of-ways, easements, buffers, erosion, submerged land or wetlands, which may affect a parcel's usability but are not excluded from the parcel’s legal description. Since the KPB makes no warranties, either expressed or implied regarding the actual size of the parcel, it is the responsibility of the applicant(s) to confirm the actual acreage and parcel boundaries to their own satisfaction.

20. All buyers are responsible for properly placing improvements within the boundaries of the parcel purchased and complying with all federal, state and local requirements and regulations regarding development of the parcel. Prior to development and construction of improvements, it is recommended that required setbacks and other land use and building regulations be determined by the buyer. If the property is located within a city, the buyer is also responsible for meeting city land use and building regulations and permit requirements of other federal, state and local agencies.

21. Disclosure required under Residential Real Property Transfer Act (AS 34.70.010 et seq.) shall not apply to properties offered in this sale.

22. The following documents shall be used to complete the purchase transaction: purchase agreement, deed of trust, deed of trust note, and quitclaim deed. Sample copies are available for review upon request. The terms of these documents are generally not negotiable.

23. At a minimum the following are required for an application to be considered complete:

   a) Application Form A is completed in full and signed. For the financing option to be effective, Form B must also be completed in full, signed, and submitted along with Form A.
   b) Application is received before 2:00 p.m. January 31, 2019.

24. The KPB reserves the right to withdraw any parcel(s) offered at any time, for any reason and to reject any or all applications for any reason.

25. Applicant information will not be made public until title no longer vests in the KPB.

26. Back-up applicants will not be personally notified. Results of the Over-The-Counter Sale will be made available at the Land Management web site at:

   https://www.kpb.us/landmgt/land-sales

27. The KPB is not obligated to sell the parcels identified in this brochure, nor pay any costs incurred by parties participating in the submission or preparation of applications. The
KPB reserves the right to:

a) reject any and all applications;
b) accept an application without further discussions;
c) waive any informality in the application received;
d) accept an application which will be in the best interest of the Borough;
e) withdraw any parcel from this sale at any time for any reason; and
f) sale is subject to provision of Ordinance 2018-013, and KPB 17.10. If there are any conflicts between this brochure and KPB code, KPB code will control.
KENAI PENINSULA BOROUGH 2018 OVER-THE-COUNTER LAND SALE APPLICATION FOR PURCHASE

INSTRUCTIONS: Please print or type legibly. Read all the information contained in the SALE BROCHURE prior to completing this form. This form must be completed in its entirety to submit an application. Reproduction of this form is allowed for submitting an application.

NAME(S) OF INDIVIDUAL APPLICANT(S) OR ENTITY’S NAME AND ITS AUTHORIZED REPRESENTATIVE. PLEASE INCLUDE THE NAMES OF ALL INDIVIDUALS OR THE ENTITY YOU WISH TO HOLD TITLE. ADDITIONAL NAMES AND THEIR SIGNATURES MAY BE ON A SEPARATE SHEET ATTACHED. THE BOROUGH WILL CONVEY TITLE TO INDIVIDUALS AND ENTITIES FORMED AND GOVERNED BY TITLES 10, 13, AND 32 OF THE ALASKA STATUTES.

PLEASE WRITE THE NAME(S) EXACTLY HOW YOU WANT IT TO APPEAR ON THE DEED. NAMES CANNOT BE ADDED TO THE TITLE DOCUMENTS OR DEED OF TRUST AFTER THE APPLICATION IS SUBMITTED.

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<tr>
<th>Phone (AM)</th>
<th>Phone (PM)</th>
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<tr>
<th>Phone (Mess)</th>
<th>Email:</th>
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</table>

Name(s) to Appear On Deed

Status: □ Single □ Husband & Wife □ Married □ Group, Corporation or Association

<table>
<thead>
<tr>
<th>Mailing Address, City, State, Zip Code</th>
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OR

<table>
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<tr>
<th>Individual Name/Title</th>
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On Behalf of

<table>
<thead>
<tr>
<th>Mailing Address, City, State, Zip Code</th>
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</table>

How did you hear about this sale: ____________________________________________________________
I do hereby swear and affirm for myself as applicant or as a representative for the entity noted above that:

- I am eighteen years of age or older; and
- The applicant is a citizen of the United States or a permanent resident who has filed a declaration of intention to become a citizen or a representative of a group, association or corporation which is authorized to conduct business under the laws of Alaska; and
- There are no judgments or liens against any applicant for a financed sale; and
- The applicant is not delinquent on any deposit or payment of any obligation to the Borough; and
- The applicant is not currently in breach or default on any contract or lease involving land in which the Borough has an interest; and
- The applicant has not failed to perform under a contract or lease involving Borough land in the previous five years and the Borough has not acted to terminate the contract or lease or to initiate legal action.

All individuals must sign below. If the application is in the name of an entity, proof of authority to represent and sign on behalf of the entity must be presented with this form.

_____________________________  ______________________________
Signature        Date

_____________________________  ______________________________
Signature        Date

I hereby submit an application to purchase Parcel No. ________________________________
(Use KPB tax parcel number, which is the 8-digit tax parcel number indicated on the Index of Sale Parcels).

I hereby submit an application to purchase and the amount is (write out the amount in words and numbers):

_____________________________ ($________________________)
SALE PRICE  (Note: Sale price is shown on the Index of Sale Parcels)

I shall purchase under the following option (Choose one only):

☐ Option A (All Cash)

☐ Option B (Financed)  If Option B is selected complete the following statement and Form B.  As a deposit I shall pay _________ percent of the above stated sale price as a down payment [must be at least ten percent (10%) or $1,500 whichever is greater].  The remaining $______________, _____% percent of the sale price shall be financed through a deed of trust note subject to the terms and conditions in the sale brochure.

I hereby agree that the sale price represents purchase price. I understand that if my application is accepted I will be sent a purchase agreement and a form for application relinquishment by certified mail.

FOR OFFICE USE ONLY

Received By: ____________________  Method of Receipt: □ In Person  □ Mail  □ Email  □ Fax
Received:  Date: ____________________  Time: ___________
Certified:  Date: ____________________  Time: ___________

Page 2 of 2
I request the Kenai Peninsula Borough (KPB) finance my purchase of land offered for sale pursuant to Ordinance 2018-013.

I hereby authorize the KPB to obtain a credit report on me. My Social Security Number (SSN) is:

_______________________________________________________
SSN

Name: ________________________________________________
Print
Signature

Date: _________________________________________________
Telephone Number: ______________________________

Mailing Address:

________________________________________________________________
________________________________________________________________
________________________________________________________________

National Risk Model Scoring _____________
APPROVED: _____________   DENIED: _____________

_____________________________________________________   __________________________________
Brandi Harbough, Finance Director        Date
FINDER APPLICATION
(To be submitted with Application Form A if applicable)
This is not a contract

INSTRUCTIONS:
An applicant may designate a qualified “Finder” of the property that he/she has submitted an application on. A Finder is an independent third party professional that has guided a perspective applicant to information about the property. Designating a Finder is not required and is done solely at the applicant’s discretion. If an applicant chooses to designate a Finder this form must be completed and submitted at the same time with APPLICATION Form A. The applicant will not be able to submit a Finder Application after submitting their application. Should the applicant be successful the designated Finder may be eligible for a 1½% Finder’s fee, paid by the borough with a $300 minimum, and at no additional cost to the applicant.

Finder Qualifications:
1. At a minimum a qualified Finder shall be a duly licensed real estate salesperson authorized to perform the required services under Alaska law.
2. Finder cannot also be the applicant.

APPLICANT(S):

Print       Signature

The above signed applicant(s) hereby designate(s) the following Finder:

FINDER:

Print       Signature

Real Estate License No. ________________ Date ________________

Name of Realty Agency: _________________________________________________

Phone Number(s): _________________________________________________________

Email Address: ____________________________________________________________

Mailing Address: __________________________________________________________
APPLICATION PACKET CHECK LIST

Application Contents:

☐ Application For Purchase Form (Form A)

☐ Credit Application (Form B) required for financed sales only

☐ Finder Application (Form C) designating a finder is not required and is done solely at the Applicant’s discretion.

☐ Designation of signature authority: Only required if you will be signing as a representative for an organization or for an individual other than yourself.

IF DELIVERING YOUR APPLICATION IN PERSON - BE SURE TO DELIVER IT TO THE DESIGNATED COUNTER AT THE KPB PLANNING DEPARTMENT. A LAND SALE APPLICATION RECEIPT WILL BE ISSUED AT THE DESIGNATED COUNTER NOTING PROPER RECEIPT. THE FRONT DOOR (WEST DOOR) TO THE BOROUGH BUILDING LOCATED AT 144 NORTH BINKLEY STREET IS THE DESIGNATED ENTRANCE FOR THE PURPOSE OF THIS SALE.

IF MAILING YOUR APPLICATION PACKET - BE SURE THAT THE ENVELOPE IS CLEARLY LABELED AS FOLLOWS:

Kenai Peninsula Borough
Planning Department
2018 Over-The-Counter Land Sale
144 North Binkley Street
Soldotna, Alaska 99669

IF EMAILING YOUR APPLICATION PACKET- BE SURE THAT THE ATTACHMENTS ARE IN A STANDARD .PDF, .JPG, .TIF or .PNG FORMAT AND THE SUBJECT LINE READS:

2018 Over-The-Counter Land Sale

IF FAXING YOUR APPLICATION PACKET- PLEASE FOLLOW-UP BY CALLING THE PLANNING DEPARTMENT FRONT COUNTER AT 907-714-2200 TO ENSURE THAT THE FAX AS RECEIVED.
Parcel No. 014-040-02

Sale Price
$7,500

Acres: 0.9

Location: Nikiski, near Mile Post 23 of the Kenai Spur Highway

Legal Description: Lot 4, Bering Lake Alaska Industrial Subdivision, as shown on Plat No. 1560, Kenai Recording District

Topography: Relatively level but has some rolling terrain, is heavily overgrown, and wooded with mostly spruce and some birch and alders

Special Features: This site is encumbered by a 100 ft. wide overhead electric easement (Bk. 35, Pg. 95, KRD)

Disclosures: This parcel is within drinking water protection areas of three public water system sources (Nikiski Community Recreation Center, Nikiski Post, and the Nikiski New Hope Christian Church). See attached.

Access: Access can be gained from Tikopia Street, a gravel road. Access could also be gained from the highway and may require a State driveway permit

Utilities: Gas, electric, and telephone

Water & Sewer: None

Fire Service Area: Nikiski

This Information depicted hereon is for graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.
### Parcel No 017-130-25

<table>
<thead>
<tr>
<th>Location</th>
<th>North Kenai, near Mile Post 15.5 of the Kenai Spur Highway.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Description</td>
<td>Government Lot 13, Section 23, T6N, R12W, Seward Meridian, Alaska</td>
</tr>
<tr>
<td>Topography</td>
<td>Relatively flat and forested with some beetle killed trees</td>
</tr>
<tr>
<td>Disclosure</td>
<td>In 1968 / 1969 two ground water monitoring wells were installed on this parcel to help track a groundwater contamination plume coming from the adjacent property to the east which was a former service station that dispensed gasoline and diesel fuel and performed vehicle maintenance. The monitoring wells produced no detection of contamination and the wells were decommissioned. For further information on the adjacent property to the east see <a href="http://dec.alaska.gov/Applications/SPAR/Public/MVC/CSP/Search">http://dec.alaska.gov/Applications/SPAR/Public/MVC/CSP/Search</a></td>
</tr>
<tr>
<td>Access</td>
<td>Sira Street and Thunder Road are platted right-of-ways that abut this parcel. Thunder Road is paved with asphalt. Sira Street is not developed.</td>
</tr>
<tr>
<td>Utilities</td>
<td>Electric and telephone. Gas is within 270 feet</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>None</td>
</tr>
<tr>
<td>Fire Service Area</td>
<td>Ninilchik</td>
</tr>
<tr>
<td>Restrictions &amp; Reservations</td>
<td>A 50 ft-wide public access easement upland of and along the mean high water line of the Cook Inlet, per AS 38.05.127 and 11 AAC 51.045</td>
</tr>
</tbody>
</table>

### Sale Price

**$150,000**

**Acres: 4.68**

Photo taken from top of bluff looking out at the Cook Inlet
Parcel No 025-250-02

Location: Gray Cliff area.
Legal Description: Lot 47, Gray Cliff Subdivision, as shown on Plat No. 82-80, Kenai Recording District.
Topography: Generally level and mostly treed with spruce.
Access: Access would be gained by Cloud Berry Loop but is undeveloped.
Utilities: None
Water & Sewer: None
Fire Service Area: Nikiski

Sale Price: $10,700
Acres: 5.33

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Parcel No 025-250-03

Location | Gray Cliff area
Legal Description | Lot 46, Gray Cliff Subdivision, as shown on Plat No. 82-80, Kenai Recording District
Topography | Relatively level and mostly treed with spruce.
Access | Access would be gained by Cloud Berry Loop but is undeveloped.
Utilities | None
Water & Sewer | None
Fire Service Area | Nikiski

Sale Price
$10,700

Acres:
5.42

No photo available
Parcel No 131-060-33

**Sale Price**
$125,000

**Acres:**
2.59

This Information depicted hereon is for graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.
Parcel No 131-060-34

<table>
<thead>
<tr>
<th>Location</th>
<th>Kalifornsky area at approximately Mile Post 8.5 of Kalifornsky Beach Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Description</td>
<td>Lot 10, Two The Bluff Subdivision 2013 Addition, as shown on Plat No. 2013-125, Kenai Recording District</td>
</tr>
<tr>
<td>Topography</td>
<td>This parcel is situated on top of a steep bluff, approximately 45 feet above the Cook Inlet shoreline and has approximately 200 feet of shoreline frontage. Vegetation largely consists of spruce, mixed with some birch, cottonwood, and beetle kill.</td>
</tr>
<tr>
<td>Special Features</td>
<td>This is a bluff parcel with a spectacular view of the Cook Inlet and the Aleutian Range. A 20ft wide common driveway improvement off of Kalifornsky Beach Road was constructed in 2015 to provide access.</td>
</tr>
<tr>
<td>Access</td>
<td>Access is gained from Kalifornsky Beach Road, a State maintained road.</td>
</tr>
<tr>
<td>Utilities</td>
<td>Electric and telephone</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>None</td>
</tr>
<tr>
<td>Fire Service Area</td>
<td>Central Emergency Services</td>
</tr>
<tr>
<td>Restrictions &amp; Reservations</td>
<td>A 50-ft. wide public access easement upland of and along the mean high water line of the Cook Inlet, per AS 38.05.127 and 11 AAC 51.045.</td>
</tr>
</tbody>
</table>

Sale Price: $125,000

Acres: 2.59

Representative Photo

This information depicted hereon is for graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.
Parcel No 131-060-36

Sale Price: $125,000

Acres: 2.60

This Information depicted hereon is for graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.
BERNICE LAKE ALASKA
INDUSTRIAL SUBDIVISION

Located within:

That portion of Section 16, Township 7 North, Range 12 West, Second Meridian, Alaska, situated East of the North Kenai Road

Kenai, Alaska
June 12, 1961

SCALE: 1" = 100'
TOWNSHIP 6 NORTH, RANGE 12 WEST, OF THE SEWARD MERIDIAN, ALASKA

SUPPLEMENTAL PLAT OF SECTIONS 3, 14, 23, and 26

This supplemental plat showing subdivisions of secs. 3, 14, 23 and 26, T. 6 N., R. 12 W.,
Seward Meridian, Alaska, is based upon plans of original surveys accepted June 27, 1923 and
October 4, 1923 and supplemental plans of secs., 23 and 26 accepted July 7, 1948 and April 30, 1952.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C., MARCH 18, 1953

This plat showing amended levies having been correctly prepared
in accordance with the regulations, is hereby accepted.

For the Director

[Signature]

Assistant Chief, Division of
Central Engineering
This plat, showing a subdivision of certain lands in sec. 11 and 12, T. 5 N., R. 9 W., Seward Meridian, Alaska, is based upon plat accepted May 6, 1941, and the survey of the centerline of Sterling Highway executed by Gordon W. Webber, Cartographer (Cadastral) August 27 to 34, 1952, pursuant to Special Instructions for Group 51 Alaska, dated July 29, 1935.

This plat is strictly conformable to the approved field notes, and the survey, having been correctly adjusted in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Acting Chief, Division of
Cadastral Engineering