

KENAI PENINSULA BOROUGH

SEALED BID LAND SALE 2010 BROCHURE

BIDS DUE: November 12, 2010, 2:00 P.M.
BID OPENING DATE: November 12, 2010

LOCATION: KENAI PENINSULA BOROUGH
144 NORTH BINKLEY STREET
SOLDOTNA, ALASKA 99669

This information is available online at:
<http://www.borough.kenai.ak.us/LandManagement>



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NOTES:

1. Parcels are available for public inspection. It is the Bidder's responsibility to accurately locate all property corners.
2. Minimum bid price is shown on the Index of Sale Parcels.
3. More information on these parcels and additional photographs may be found online at <http://www.borough.kenai.ak.us/LandManagement>
4. For more information contact the Land Management Division, Kenai Peninsula Borough, 144 North Binkley, Soldotna, Alaska 99669, (907) 714-2211 and toll free within the Borough 1-800-478-4441, ext. 2200.

INDEX OF SALE PARCELS

TAX PARCEL No.	GENERAL LOCATION	LEGAL DESCRIPTION	ACRES	MINIMUM BID	PAGE
063-091-86	Sterling	Lot 1 of Coupe Deville Subdivision, as shown on Plat No. 2009-47, Kenai Recording District	1.91	\$20,900	18
063-091-87	Sterling	Lot 2 of Coupe Deville Subdivision, as shown on Plat No. 2009-47, Kenai Recording District	1.97	\$21,100	19
172-051-45	Fritz Creek	Lot 2 of Hutler Ridge Subdivision, as shown on Plat No. 2009-26, Homer Recording District	2.73	\$22,700	20
172-051-46	Fritz Creek	Lot 3 of Hutler Ridge Subdivision, as shown on Plat No. 2009-26, Homer Recording District	4.46	\$24,000	21
159-190-63	Happy Valley	Government Lot 11, Section 25, T3S, R15W, Seward Meridian, Alaska	5.0	\$8,500	22
159-190-64	Happy Valley	Government Lot 12, Section 25, T3S, R15W, Seward Meridian, Alaska	5.0	\$9,800	23
017-140-14	Kenai	Government Lot 29, Section 14, T6N, R12W, Seward Meridian, Alaska. Subject to right-of-ways per Book 253, Page 621, Kenai Recording District	2.5 Gross 2.0 Net	\$5,300	24
017-160-11	Kenai	Government Lot 96, Section 14, T6N, R12W, Seward Meridian, Alaska. Subject to right-of-ways Per Book 253, Page 621, Kenai Recording District	2.5 Gross 1.9 Net	\$9,900	25
133-050-16	Cohoe	SE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$, Section 21, T3N, R12W, Seward Meridian, Alaska. Excluding Cohoe Road right-of-way	109.5	\$98,800	26
133-022-38	Cohoe	Lot D1 of Pettifogger's Place Three Subdivision, as shown on Plat No. 2008-50, Kenai Recording District	4.27	\$31,000	27
133-022-39	Cohoe	Lot D2 of Pettifogger's Place Three Subdivision, as shown on Plat No. 2008-50, Kenai Recording District	4.61	\$32,200	28
131-010-35	Kalifornsky Beach	Lot 2 of Inlet Dreams Subdivision, as shown on Plat No. 2007-129, Kenai Recording District	2.52	\$107,200	29
131-110-71	Kalifornsky Beach	Lot 1 of Ocean Pond Subdivision Second Addition, as shown on Plat No. 2008-53, Kenai Recording District	5.64	\$175,000	30
131-110-72	Kalifornsky Beach	Lot 2 of Ocean Pond Subdivision Second Addition, as shown on Plat No. 2008-53, Kenai Recording District	5.53	\$170,000	31

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. Covenants 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 AND 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 dwellings 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 specifications. For information contact: *State Fire Marshal, 5700 East Tudor Road, Anchorage, AK 99507 (907) 269-2004.*

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, wetlands. For information contact: *U.S. Corps of Engineers, 805 Frontage Road, Kenai, AK 99611 (907) 283-3519.*

The Alaska Department of Environmental Conservation (ADEC) provides and enforces standards for well and septic systems. For information contact: *ADEC, 35390 Kalifornsky Beach Rd., Suite 11, Soldotna, AK 99669 (907) 262-5210.*

Building permits may be required within the cities of Kenai, Soldotna, Homer, Seldovia, Seward, and Kachemak. Contact the respective city for information.

The KPB does not require a building permit for any structure or location; however, a development permit may be required if building in a flood plain area or near the Kenai River or other anadromous stream. For information contact: *Kenai River Center, 514 Funny River, Road, Soldotna, AK 99669 (907) 260-4882.*

This list of permits is provided as a courtesy. It is the bidders responsibility to ascertain and obtain all permits necessary.

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

Kenai Peninsula Borough (KPB)
Sealed Bid Land Sale
Bids Due: November 12, 2010 at 2:00 p.m.

HOW TO SUBMIT BIDS

Bids are to be submitted to the KPB Purchasing Department, 144 North Binkley, Soldotna, AK 99669-7599 by no later than 2:00 p.m. **November 12, 2010**. To submit more than one bid, each bid must be submitted in a separately sealed envelope and clearly labeled with the following information:

Kenai Peninsula Borough
2010 Sealed Bid Land Sale
Tax Parcel No. _____ (8-digit KPB Tax Parcel No.)
Name of individual(s) or organization submitting offer

The 2010 Sealed Bid Land Sale includes **14** parcels of Kenai Peninsula Borough (KPB) owned land as authorized by **Ordinance 2010-29**. The locations of parcels included in the sale are shown on vicinity and site maps. The minimum bid for each parcel is shown on each site map and on the Index of Sale Parcels in this sale brochure.

Use Forms A & B to submit a bid. Each bid must be submitted on the Bid Form (Form "A") for each parcel. **ONLY ONE BID MAY BE PLACED PER PARCEL, HOWEVER THERE IS NO LIMIT TO THE NUMBER OF PARCELS THAT YOU MAY BID ON.** Please include the names of all individuals or organizations you wish to hold title. Only the names or organizations listed on the Bid Form (Form "A") will be included on any quitclaim deed issued by the KPB. A Credit Application (Form "B") should be submitted if your bid includes KPB financing. Forms A & B may be reproduced to provide enough forms for the appropriate number of parcels bid on.

Modification of Bid

Bid modifications will be accepted by the Borough, and binding upon the Bidder, where the modification:

- Is received by the KPB at the place designated for submission of bids prior to the deadline.
- Is sealed in an envelope clearly stating:
"Bid Modification"
Kenai Peninsula Borough
2010 Sealed Bid Land Sale
Tax Parcel No. _____ (8-digit KPB Tax Parcel No.)
Name of individual(s) or organization submitting offer
- Is signed by the same individual who signed the original bid.

All documents required in the original submittal are required in the

modification submittal (See checklist on page 12). Should there be more than one bid modification from a Bidder, the last modification received prior to the deadline shall be opened and applied to the bid. All earlier modifications shall be disregarded. Any modification that fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

Appeal Process

A bidder adversely affected by this bid process, or by any acts of the Borough in connection with the award of a bid may file a bid protest personally received at the office of the Borough Planning Director prior to the Mayor signing the Purchase Agreement. This appeal may be hand delivered, delivered by mail, or by facsimile at 907-714-2378.

Notification and Award

The successful high bidder for each parcel will be notified by a telephone call on Monday, November 15, 2010 followed immediately by a certified letter. Included in the letter will be a purchase agreement and a form for bid relinquishment.

If you are the successful bidder on a parcel you have two options:

- 1) Complete the enclosed purchase agreement and submit a deposit equal to the greater of \$1,500.00 or ten percent (10%) of the purchase bid price offered. The purchase agreement and deposit must be hand delivered or postmarked no later than 10 days from the receipt of the certified letter.
- 2) Complete the enclosed bid relinquishment form. The bid relinquishment must be hand delivered or postmarked no later than 10 days from the receipt of the certified letter.

If the provisions of number 1 above are not met, the bid may be rejected and an offer to purchase will be extended to the next highest bidder. If a bid is relinquished by the bidder, or rejected because the bidder was non-responsive, that bidder may not purchase the same parcel if the KPB offers it in our Over The Counter Sale.

The KPB will arrange for preparation of necessary documents, and closing will take place at the Kenai Peninsula Borough, 144 North Binkley, Soldotna, AK 99669-7599 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 a bid.

TERMS AND CONDITIONS OF THE SALE

1. ALL INTERESTED BIDDERS ARE URGED TO INSPECT EACH PARCEL BEFORE SUBMITTING AN OFFER. KPB ASSUMES NO LIABILITY THAT WOULD HAVE BEEN DISCLOSED BY AN INSPECTION OF THE PROPERTY.
2. If bidding on more than one parcel, separate bids must be submitted for each parcel in separate envelopes. **Note:** See "How to Submit Bids" on page 4.
3. Offers must be submitted on the Bid Forms supplied, (reproduction is allowed for additional forms as required) according to the terms and conditions of this sale. Bids must be received by no later than **2:00 p.m. Friday, November 12, 2010** at the KPB, Purchasing Department, 144 North Binkley Street, Soldotna, Alaska 99669. All parties submitting offers are responsible for ensuring that their offers are received by KPB by the required date and time.
4. Bidders must indicate on the Bid Form the financial option selected to close the transaction.

Option A. "All Cash": Bidder(s) will pay in cash, at closing, the balance of the purchase bid price plus closing costs. The deposit will be held by the KPB and credited to the purchase price.

Option B. "Financed": Bidder(s) will pay the down payment indicated on the bid form [the greater of \$1,500.00 or ten percent (10%) of the purchase bid price] plus closing costs. Upon credit approval, the balance will be financed by the KPB. The bidder(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, all at the prime rate (U.S. Federal Funds 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.

5. The party who offers to purchase the property for the highest amount, at or above the Minimum Bid Price, shall be named the successful bidder.

However, the following shall apply in the event the same highest amount is submitted by two or more parties:

The bidder who submits an "All Cash" offer shall be named the successful bidder. If no such "All Cash" offer is made, or more than one "All Cash" offer is received, then the following shall apply:

- a. The bidder who submits an offer to have KPB finance the least dollar amount shall be named the successful bidder.
 - b. In the event the financial arrangements are identical, the party whose offer was received first, as indicated by the date and time received by the Purchasing Department, shall be named the successful bidder.
6. If an offer is accepted in writing by the KPB the bidder so notified must within ten (10) days of receipt of written notification, properly complete, sign, and return the purchase agreement document AND provide the KPB with the greater of \$1,500.00 or ten percent (10%) deposit 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 returned by mail and postmarked within ten (10) days of certified receipt will be considered timely. The purchase agreement will be included in the notification of bid acceptance package. Should a personal check not be honored the borough shall cancel its acceptance of the bid, unless the rejection was caused by bank error.
7. The borough will retain all back-up bids on any parcel receiving more than one bid. In the event a successful bidder fails to properly complete, sign and return the purchase agreement under the terms required by this invitation, and make the greater of \$1,500.00 or ten percent (10%) deposit of the purchase price, the acceptance of the bid will be canceled by KPB. The next highest back-up bidder will be notified in the same manner as the initial bidder and will become the new successful bidder. This process will continue until such time as the KPB has obtained an executed purchase agreement under the terms required by this invitation and a deposit of the greater of \$1,500.00 or ten percent (10%) of the purchase bid price, or until all back-up bids are exhausted. If a bid is relinquished by the bidder, or rejected because the bidder was non-responsive, that bidder may not purchase the same parcel if the KPB offers it in our Over The Counter Sale.
8. The KPB will not pay interest on any money held for any reason.
9. When a successful bidder properly completes, signs, and returns the purchase agreement document with the greater of \$1,500.00 or ten percent (10%) deposit, and then fails to meet any and all terms and conditions contained in the purchase agreement, up to \$1,000.00 of monies deposited may be retained by KPB as liquidated damages.
10. 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.

11. 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, existing trails or encroachments, which would be disclosed to the buyer by actual inspection or survey of the property.

12. All parcels will be conveyed by quitclaim deed. Either title insurance or other similar report 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 contract, 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 judgement 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 bidder(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 bidding on a parcel. All such costs will be borne by the bidder. No adjustments to a bid price or reimbursement to a bidder will be made by the KPB. Bidders should be aware that, as with any other property, federal, state, and local laws and regulations may apply.

Bidders are solely responsible for determining the existence and applicability of any such provisions and the KPB assumes no responsibility to determine or advise the bidder regarding these regulations and laws. Bidders 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 greater of \$1,500.00 or ten percent (10%) 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, cashiers 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 water and sewer 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.

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. Bidders are solely responsible for verifying all data to their satisfaction.

18. Maps provided in the bid 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 bid 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 rights-of-way, 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 bidder(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 owner. 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 by the KPB.
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 a bid to be considered complete:**
 - a. **Offer is submitted at or above the Minimum Bid Price.**
 - b. **Bid form A is completed in full, submitted, and manually signed.**
 - c. **Offer is received before 2:00 p.m. November 12, 2010.**
24. The KPB reserves the right to withdraw any parcel(s) offered at any time, for any reason and to reject any or all bids for any reason.

25. The amount and number of bids on any parcel will not be made public until title no longer vests in the KPB.
26. Unsuccessful bidders will not be personally notified. Results of the Sealed Bid will be made available at the Land Management web site at <http://www.borough.kenai.ak.us/LandManagement/default.htm> as the parcels are closed.
27. **The KPB is not obligated to sell the parcels identified in this bid brochure, nor pay any costs incurred by parties participating in the submission or preparation of bids. The KPB reserves the right to:**
 - 1) **reject any and all offers;**
 - 2) **accept an offer without further discussions;**
 - 3) **waive any informality in the offers received;**
 - 4) **accept an offer which will be in the best interest of the Borough;**
 - 5) **withdraw any parcel from this offering at any time for any reason; and**
 - 6) **sale is subject to provision of Ordinance 2010-29 and KPB 17.10. If there are any conflicts between this brochure and KPB code, KPB code will control.**

**KENAI PENINSULA BOROUGH
2010 SEALED BID LAND SALE
CHECK LIST**

BEFORE MAILING OR HAND DELIVERING YOUR BID PACKAGE - BE SURE THAT A SEPARATELY SEALED AND CLEARLY LABELED ENVELOPE WITH THE FOLLOWING INFORMATION IS PROVIDED FOR EACH PARCEL YOU ARE SUBMITTING A BID ON:

Kenai Peninsula Borough
2010 Sealed Bid Land Sale

Tax Parcel No. _____ (8 digit Tax Parcel No.)

_____ (Name of individual(s) or organization submitting offer)

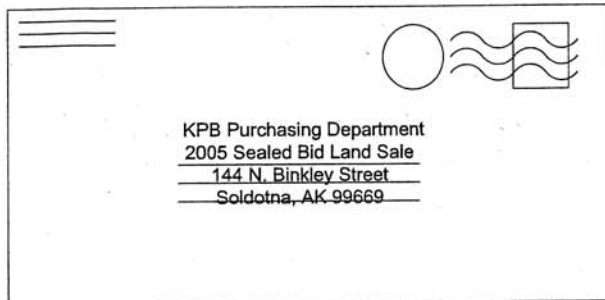
ADDITIONALLY INCLUDED IN EACH SEPARATELY SEALED ENVELOPE SHOULD BE:

_____ Bid Form (Form A)

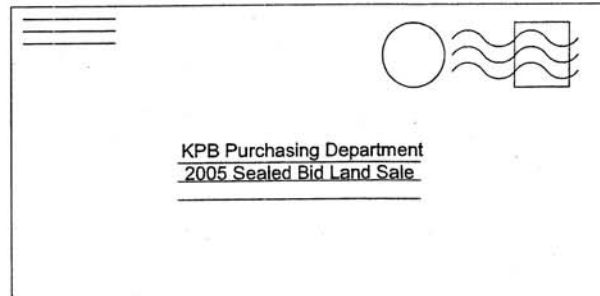
_____ Credit Application (Form B) if required

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

Be sure that the procedures below are followed before mailing or hand delivering your bid package!



Mailing Envelope



Hand Delivery Envelope

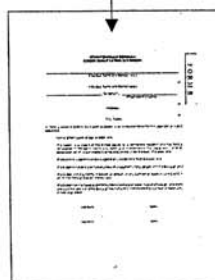
Inside mailed or hand delivered envelope, place a separately sealed envelope, for each bid placed, clearly labeled:

Kenai Peninsula Borough
2005 Sealed Bid Land Sale
Tax Parcel No. (8-digit number goes here)
(Name of individual or organization submitting offer)

Inside each separately sealed envelope include all forms that apply.



FORM A



FORM B

*Proof of Authority if Required

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

FORM A

**KENAI PENINSULA BOROUGH
2010 SEALED BID LAND SALE
BID FORM**

INSTRUCTIONS: Please print or type legibly. Read all the information contained in the SALE BROCHURE prior to completing this form. This form must be filled out in its entirety when individuals or an organization want to submit a bid. The Bid Amount must be at or above the Minimum Bid Price set for the parcel in the Brochure. Reproduction of this form is allowed for submittal of additional bids.

NAME(S) OF INDIVIDUAL BIDDER(S) OR ORGANIZATION'S NAME AND ITS AUTHORIZED REPRESENTATIVE. PLEASE INCLUDE THE NAMES OF ALL INDIVIDUALS OR ORGANIZATIONS YOU WISH TO HOLD TITLE. ADDITIONAL NAMES AND THEIR SIGNATURES MAY BE ON A SEPARATE SHEET:

Phone: (day) _____
Phone: (eve) _____
Phone: (msg) _____
E-mail: _____

(Individual Name and Marital Status)

_____ ; or
(Individual Name and Marital Status)

_____ On Behalf of _____
(Individual Name/Title) (Organization's Name)

(Address)

(City, State and Zip Code)

I do hereby swear and affirm for myself as bidder or as a representative for the organization noted above that:

I am eighteen years of age or older; and

The bidder 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 bidder for a financed sale; and

The bidder is not delinquent on any deposit or payment of any obligation to the Borough; and

The bidder *is not* currently *in breach or default on any contract or lease involving land in* which the Borough has an interest; and

The bidder 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 bid is in the name of an organization, proof of authority to represent and sign on behalf of the organization must be presented with this form.

(Signature) (Date)

(Signature) (Date)

I hereby submit a bid to purchase Parcel No. _____
(Use KPB tax parcel number, which is the 8-digit tax parcel number indicated on the Index of Sale Parcel list).

The amount of my bid is (write out the amount in words and numbers):

_____ (\$ _____)
BID AMOUNT

I shall purchase the parcel under (Choose one only):

_____ Option A (All Cash)

_____ Option B* (Financed)

*If Option B is selected complete the following statement: and Form B.

I shall pay _____ percent of the above stated Bid Amount as a down payment (must be at least 10 percent (10%). The remaining _____ percent of the Bid Amount shall be financed through a deed of trust note subject to the terms and conditions in the bid brochure.

I hereby agree that the Bid Amount represents my purchase price offer for the above listed parcel. I understand that if my offer is accepted I will be sent a purchase agreement and a form for bid relinquishment by certified letter. Upon receipt of this offer letter I may:

- 1) Complete the enclosed purchase agreement and submit a deposit equal to the greater of \$1,500.00 or ten percent (10%) of the purchase bid price offered. The purchase agreement and deposit must be hand delivered or postmarked not later than 10 days from the receipt of the certified letter.
- 2) Complete the enclosed bid relinquishment form. The bid relinquishment must be hand delivered or postmarked not later than 10 days from the receipt of the certified letter.

VICINITY MAP



017-140-14

017-160-11

063-091-86
063-091-87

131-010-35

131-110-71
131-110-72

133-022-38
133-022-39

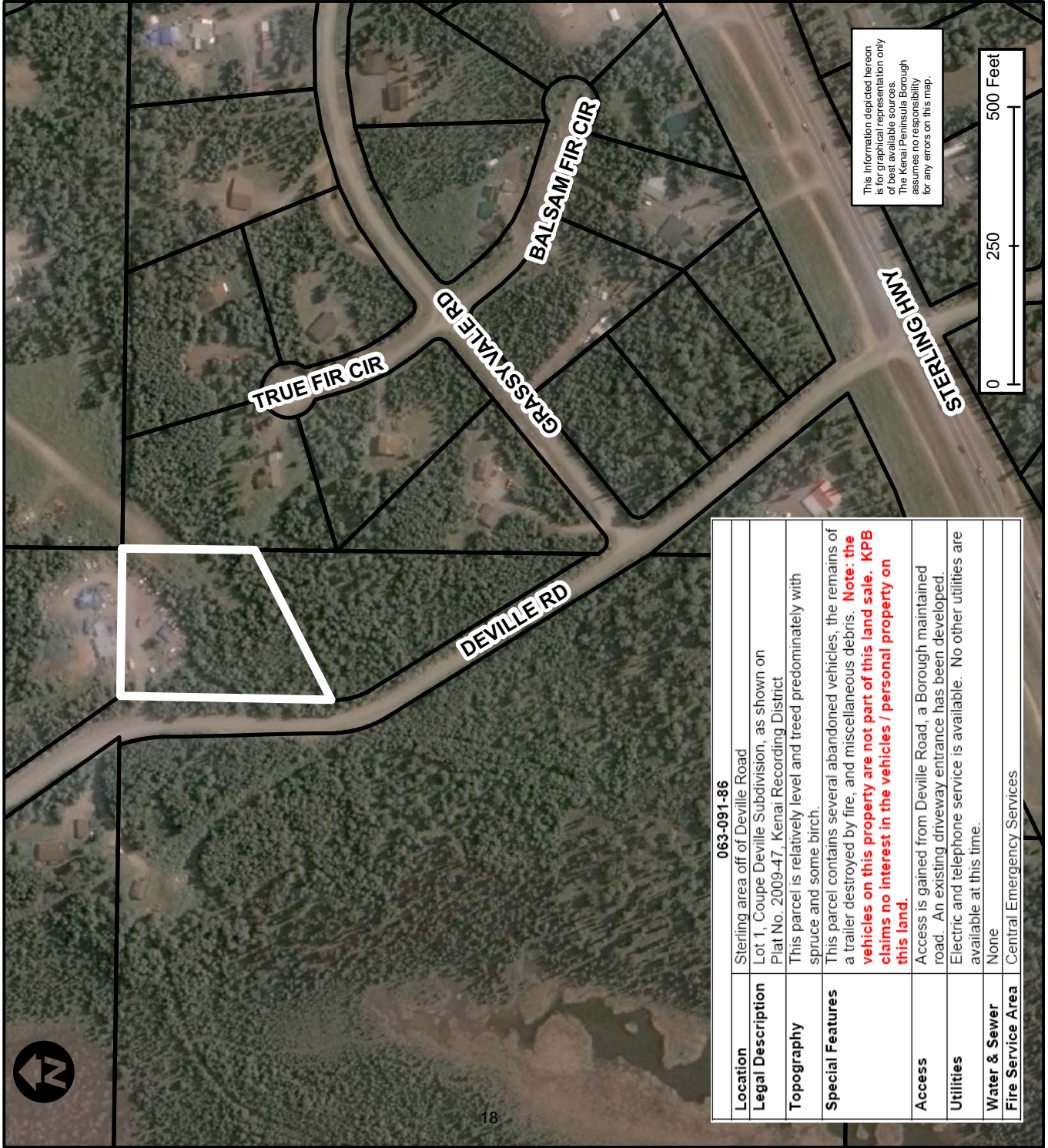
133-050-16

159-190-63
159-190-64

172-051-45
172-051-46



Sealed Bid Land Sale Parcel No 063-091-86



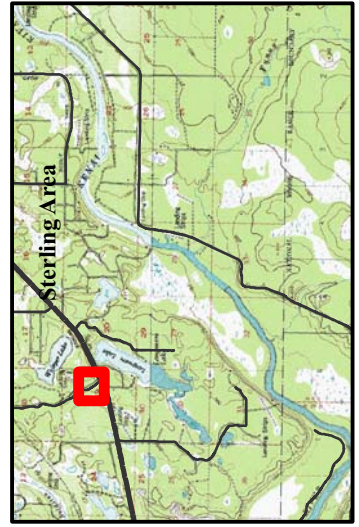
Location	063-091-86 Sterling area off of Deville Road
Legal Description	Lot 1, Coupe Deville Subdivision, as shown on Plat No. 2009-47, Kenai Recording District
Topography	This parcel is relatively level and treed predominately with spruce and some birch.
Special Features	This parcel contains several abandoned vehicles, the remains of a trailer destroyed by fire, and miscellaneous debris. Note: the vehicles on this property are not part of this land sale. KPB claims no interest in the vehicles / personal property on this land.
Access	Access is gained from Deville Road, a Borough maintained road. An existing driveway entrance has been developed.
Utilities	Electric and telephone service is available. No other utilities are available at this time.
Water & Sewer	None
Fire Service Area	Central Emergency Services

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.

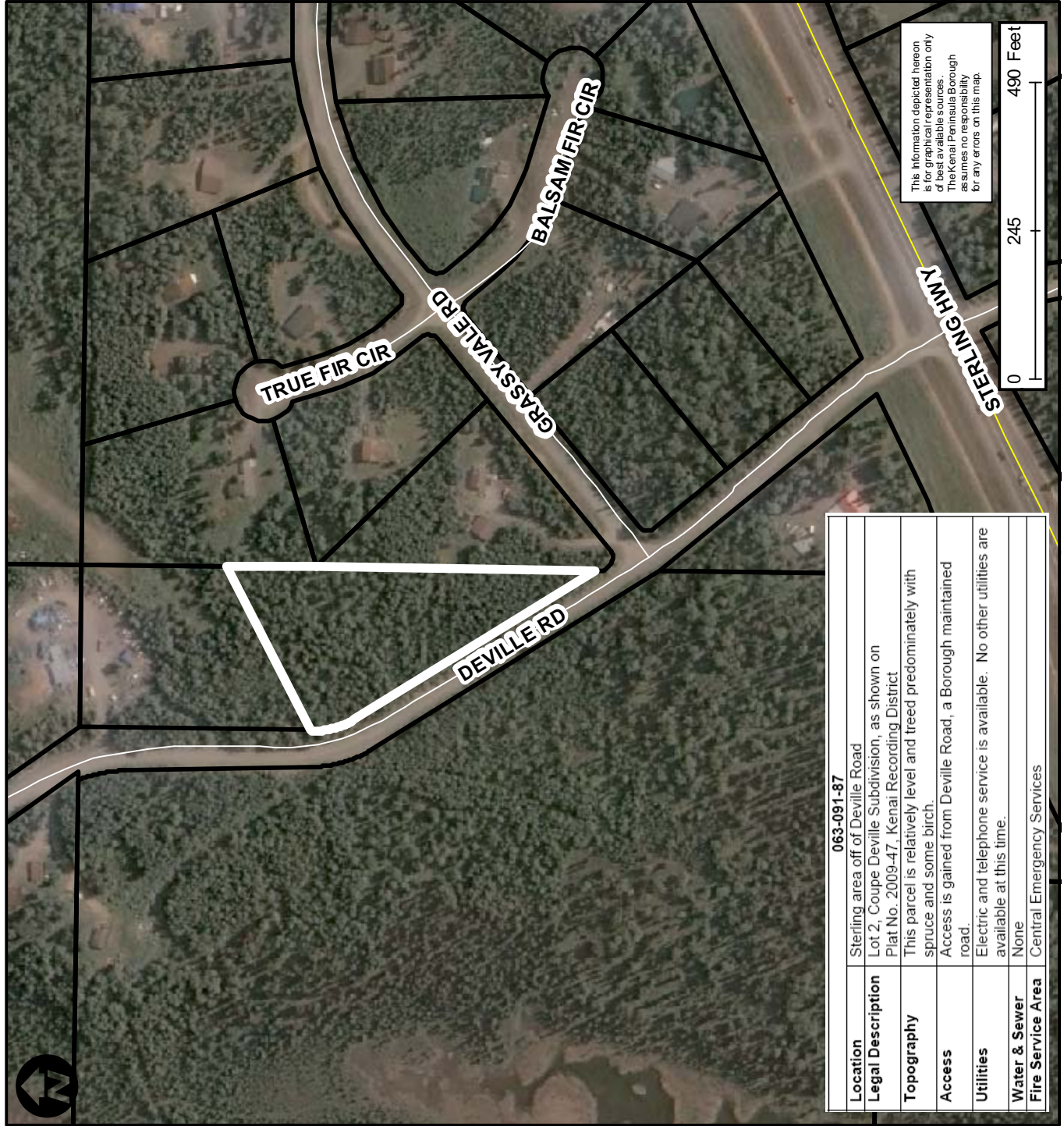


**Minimum Bid:
\$20,900**

**Acres:
1.91**



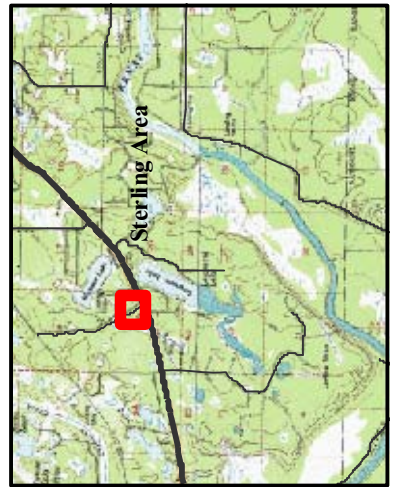
Sealed Bid Land Sale Parcel No 063-091-87



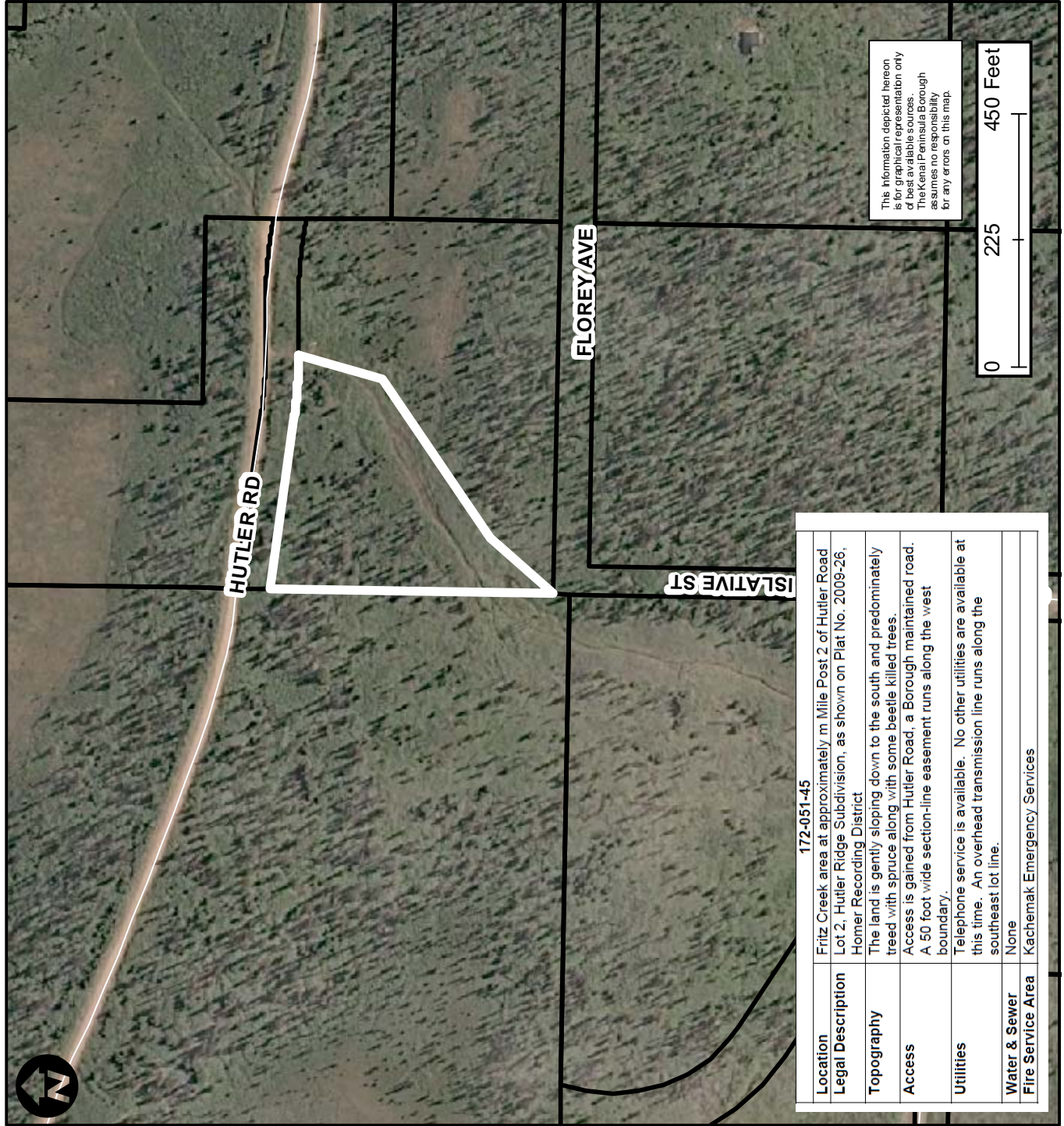
Location	063-091-87 Sterling area off of Deville Road
Legal Description	Sterling area off of Deville Road Lot 2, Coupe Deville Subdivision, as shown on Plat No. 2009-47, Kenai Recording District
Topography	This parcel is relatively level and treed predominately with spruce and some birch.
Access	Access is gained from Deville Road, a Borough maintained road.
Utilities	Electric and telephone service is available. No other utilities are available at this time.
Water & Sewer	None
Fire Service Area	Central Emergency Services

Minimum Bid:
\$21,100

Acres:
1.97



Sealed Bid Land Sale Parcel No 172-051-45



172-051-45

Location	Fritz Creek area at approximately m Mile Post 2 of Hutler Road
Legal Description	Lot 2, Hutler Ridge Subdivision, as shown on Plat No. 2009-26, Homer Recording District
Topography	The land is gently sloping down to the south and predominately treed with spruce along with some beetle killed trees.
Access	Access is gained from Hutler Road, a Borough maintained road. A 50 foot wide section-line easement runs along the west boundary.
Utilities	Telephone service is available. No other utilities are available at this time. An overhead transmission line runs along the southeast lot line.
Water & Sewer	None
Fire Service Area	Kachemak Emergency Services

Minimum Bid:
\$22,700

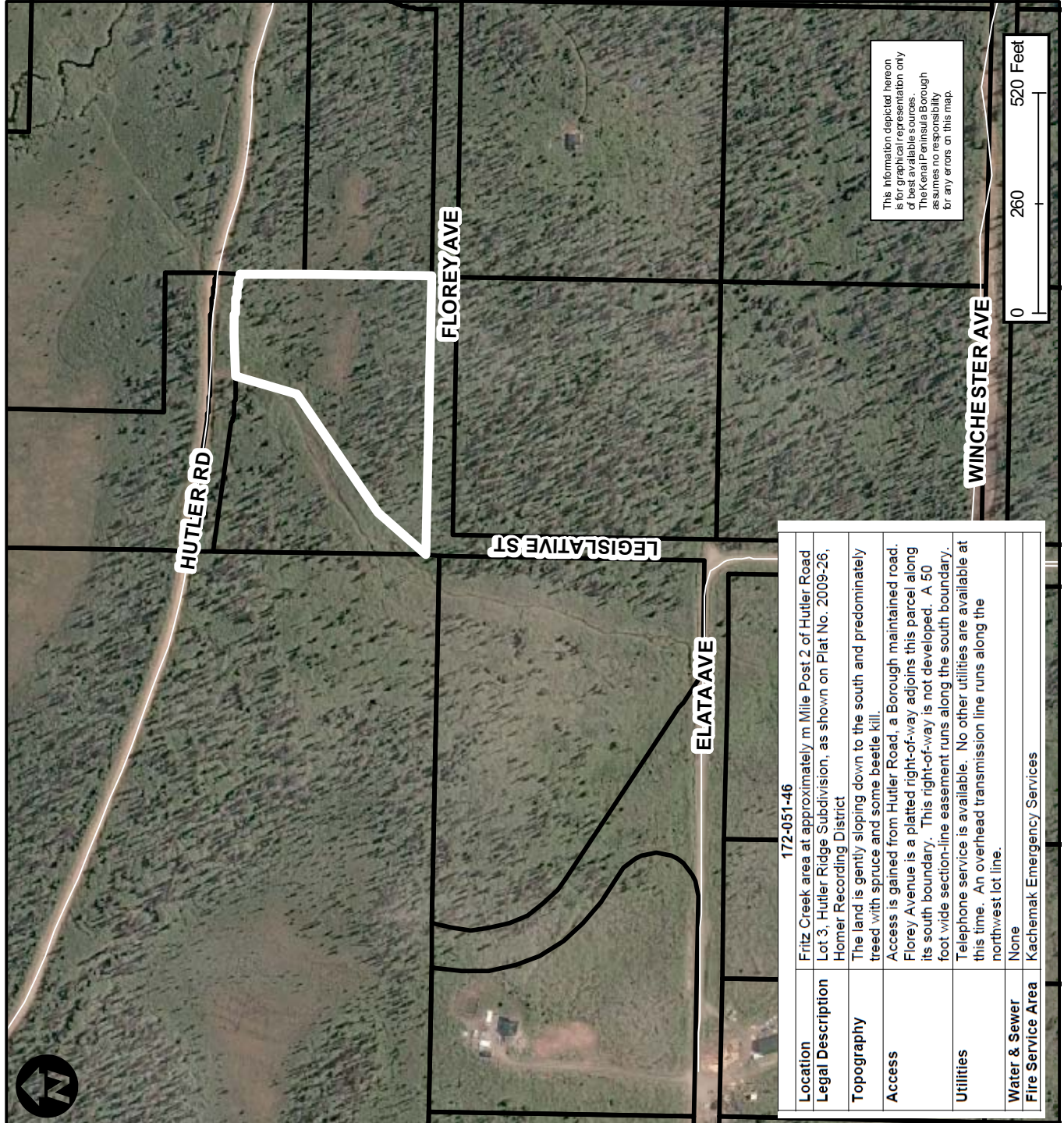
Acres:
2.73



This information depicted hereon is for graphical representation only based on available sources. The purchaser is responsible for any errors on this map.



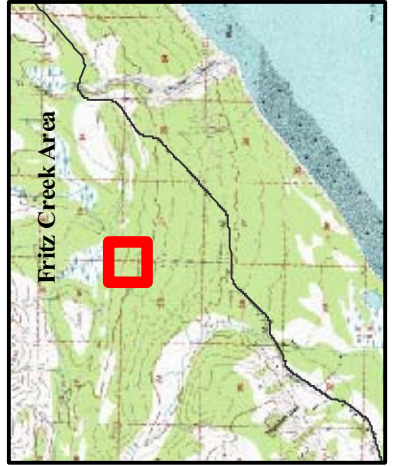
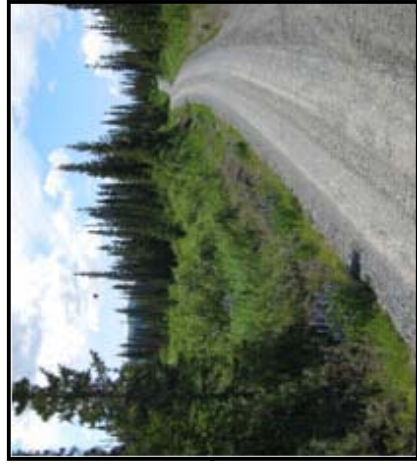
Sealed Bid Land Sale Parcel No 172-051-46



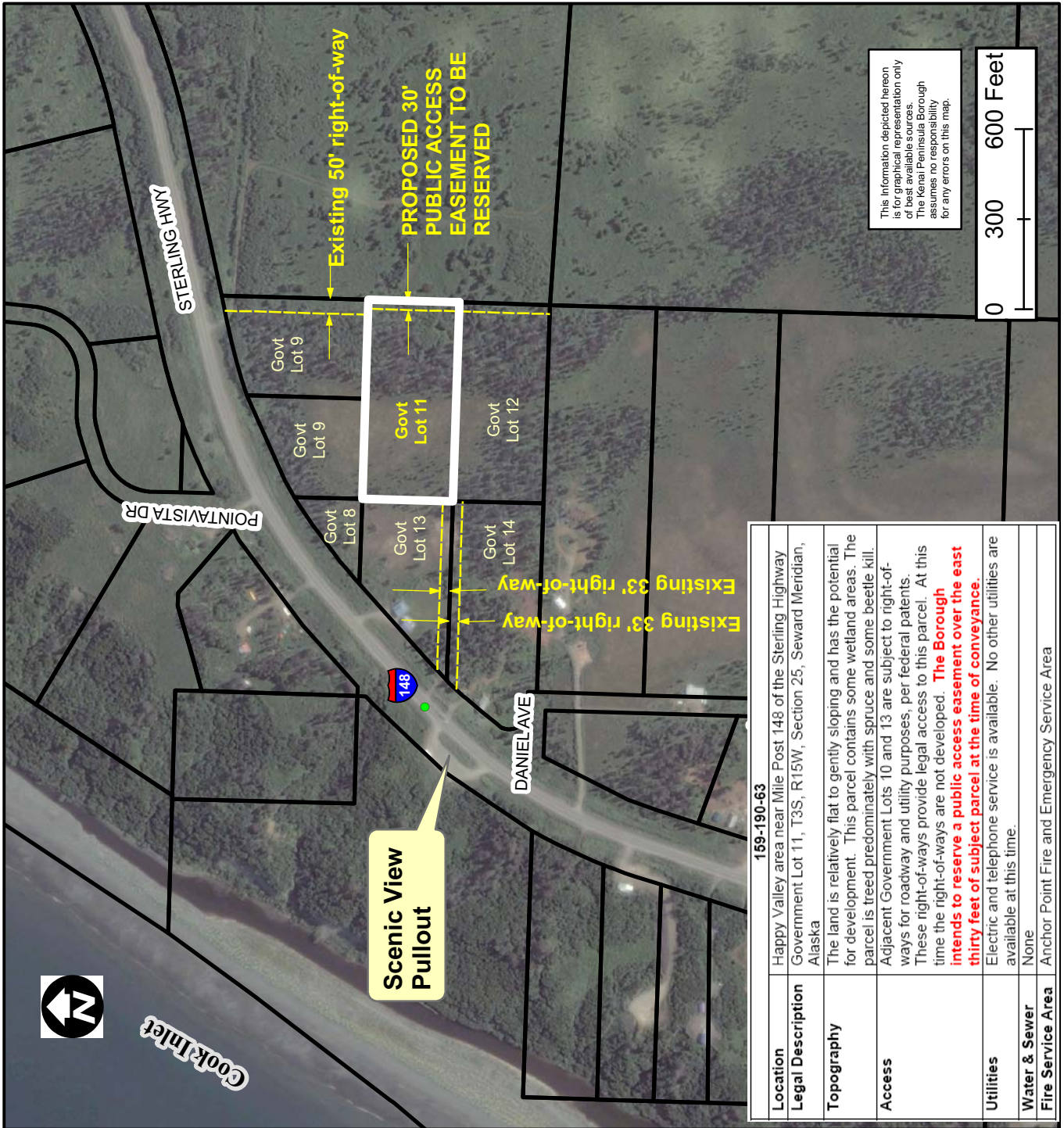
Location	172-051-46
Legal Description	Fritz Creek area at approximately m Mile Post 2 of Hutler Road Lot 3, Hutler Ridge Subdivision, as shown on Plat No. 2009-26, Homer Recording District
Topography	The land is gently sloping down to the south and predominately treed with spruce and some beetle kill.
Access	Access is gained from Hutler Road, a Borough maintained road. Florey Avenue is a platted right-of-way adjoins this parcel along its south boundary. This right-of-way is not developed. A 50 foot wide section-line easement runs along the south boundary.
Utilities	Telephone service is available. No other utilities are available at this time. An overhead transmission line runs along the northwest lot line.
Water & Sewer	None
Fire Service Area	Kachemak Emergency Services

Minimum Bid:
\$24,000

Acres:
4.46



Sealed Bid Land Sale Parcel No 159-190-63



Minimum Bid:
\$8,500

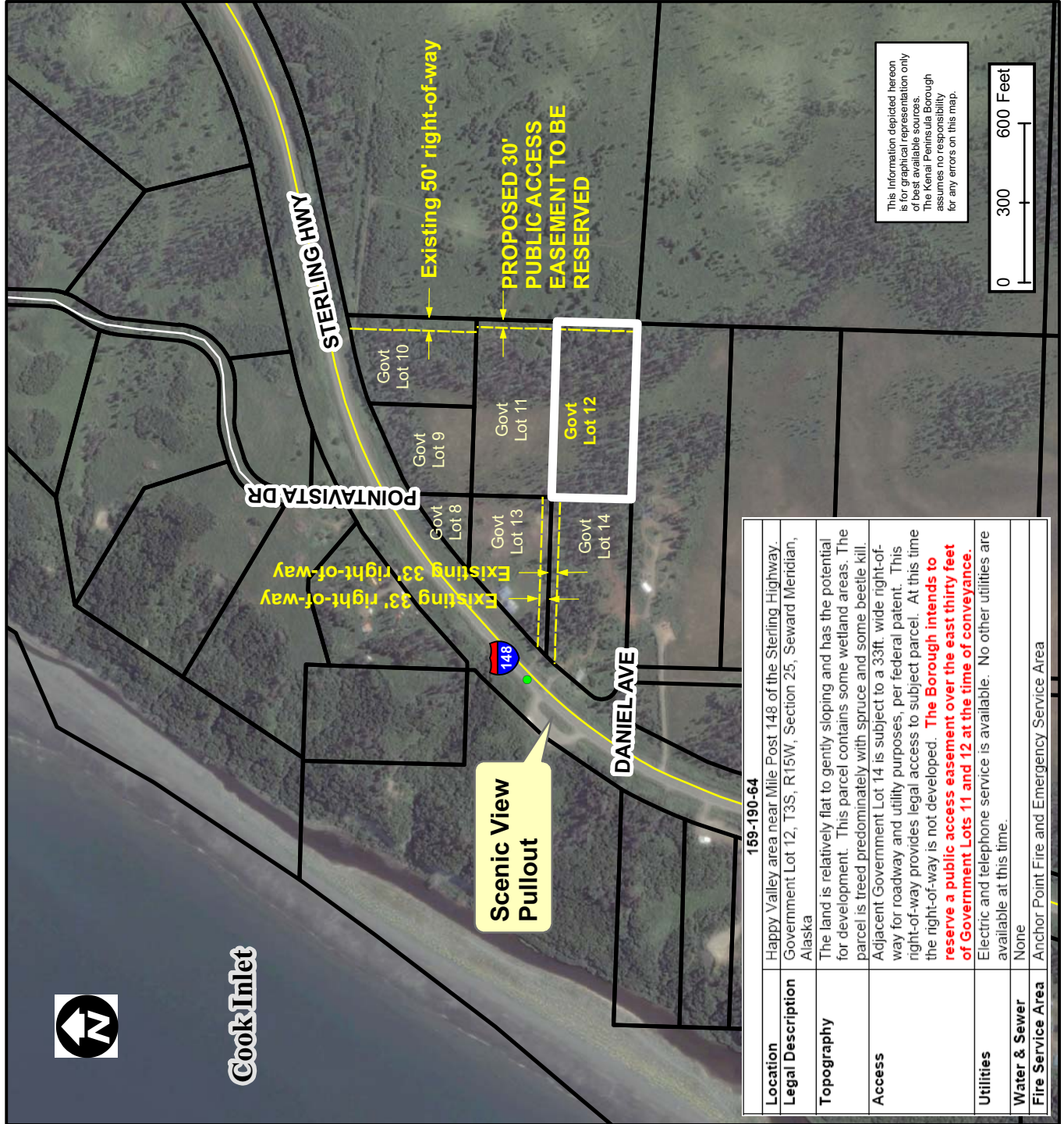
Acres:
5.0



Sealed Bid Land Sale Parcel No 159-190-64

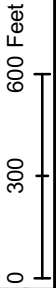


CookInlet



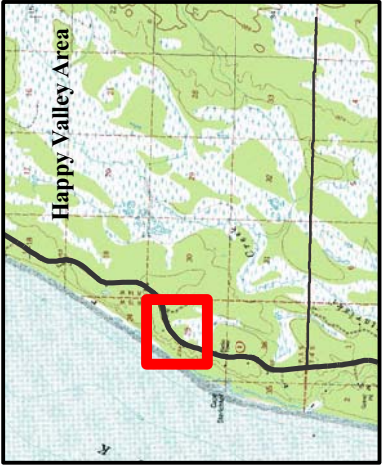
159-190-64	
Location	Happy Valley area near Mile Post 148 of the Sterling Highway.
Legal Description	Government Lot 12, T3S, R15W, Section 25, Seward Meridian, Alaska
Topography	The land is relatively flat to gently sloping and has the potential for development. This parcel contains some wetland areas. The parcel is treed predominately with spruce and some beetle kill. Adjacent Government Lot 14 is subject to a 33ft. wide right-of-way for roadway and utility purposes, per federal patent. This right-of-way provides legal access to subject parcel. At this time the right-of-way is not developed. The Borough intends to reserve a public access easement over the east thirty feet of Government Lots 11 and 12 at the time of conveyance.
Access	
Utilities	Electric and telephone service is available. No other utilities are available at this time.
Water & Sewer	None
Fire Service Area	Anchor Point Fire and Emergency Service Area

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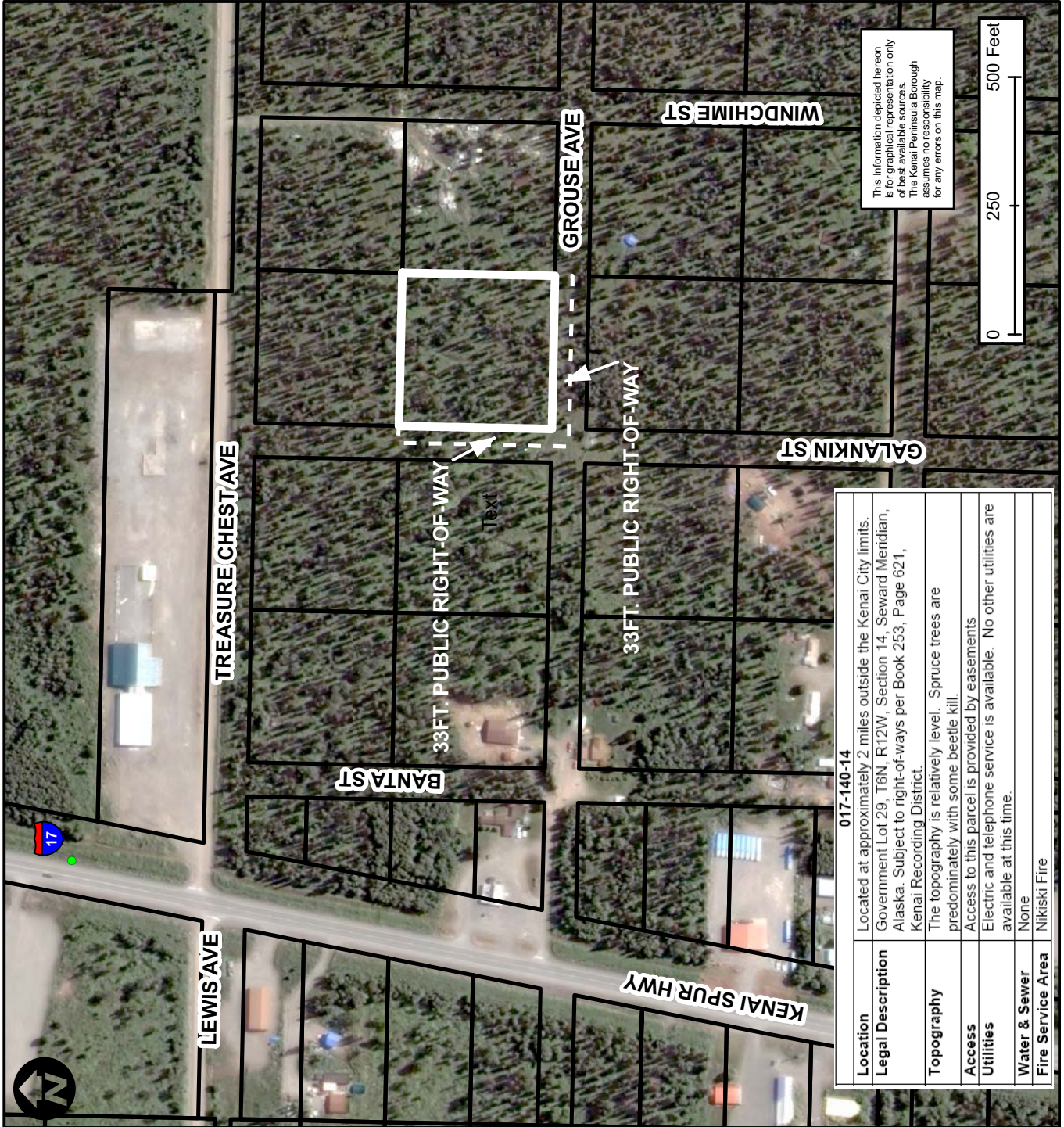


Minimum Bid:
\$9,800

Acres:
5.0



Sealed Bid Land Sale Parcel No 017-140-14

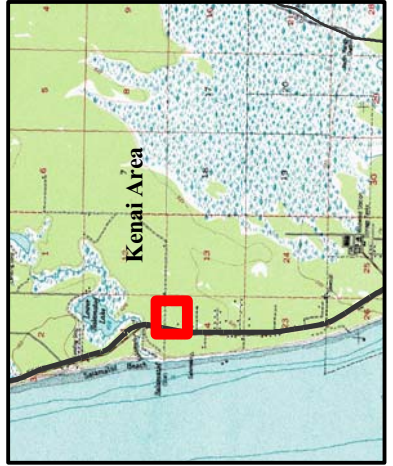


017-140-14

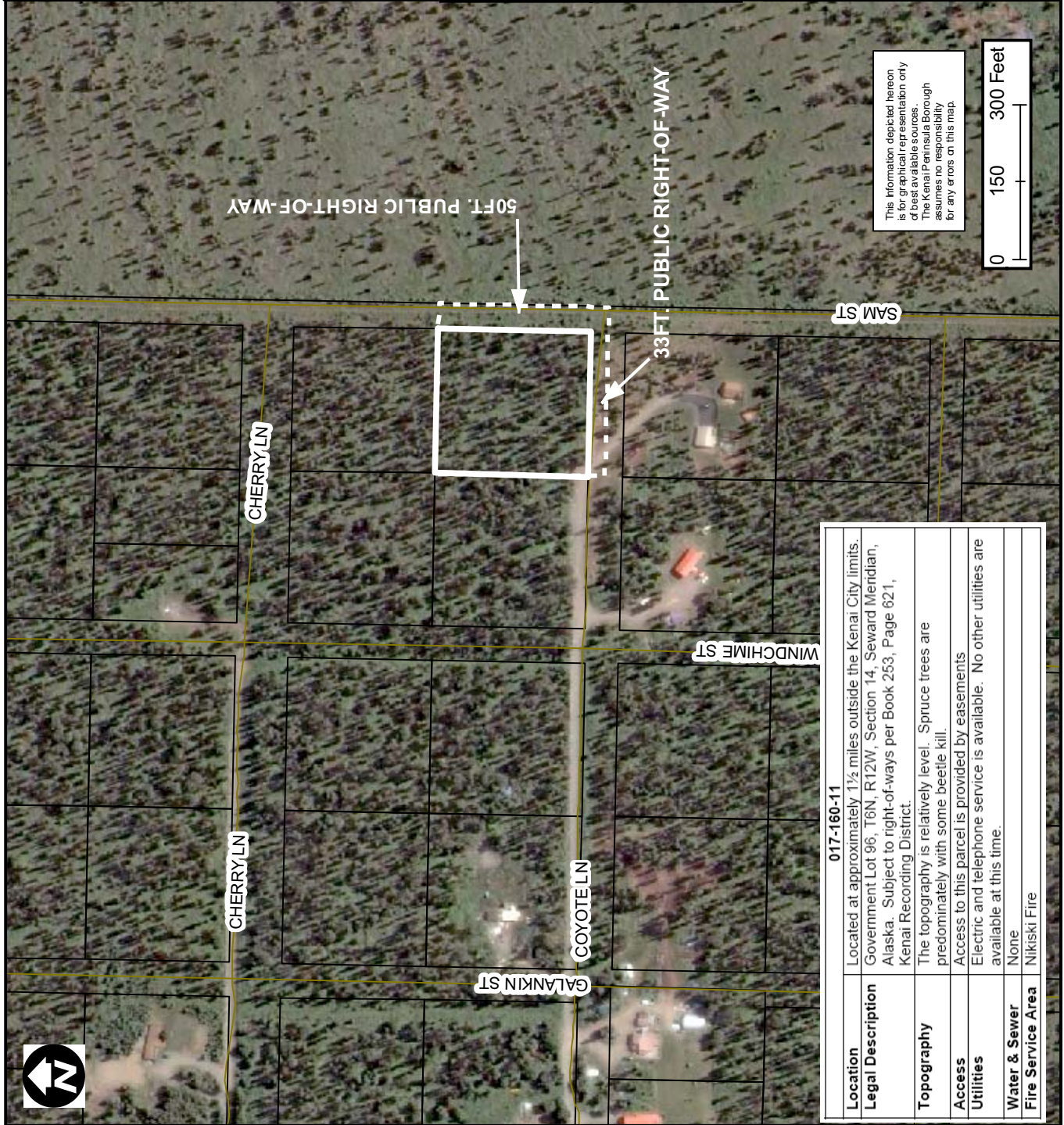
Location	Located at approximately 2 miles outside the Kenai City limits.
Legal Description	Government Lot 29, T6N, R12W, Section 14, Seward Meridian, Alaska. Subject to right-of-ways per Book 253, Page 621, Kenai Recording District.
Topography	The topography is relatively level. Spruce trees are predominately with some beetle kill.
Access	Access to this parcel is provided by easements.
Utilities	Electric and telephone service is available. No other utilities are available at this time.
Water & Sewer	None
Fire Service Area	Nikiski Fire

Minimum Bid:
\$5,300

Acres:
2.5 GROSS
2.0 NET



Sealed Bid Land Sale Parcel No 017-160-11



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Minimum Bid:
\$9,900

Acres:
2.5 GROSS
1.9 NET

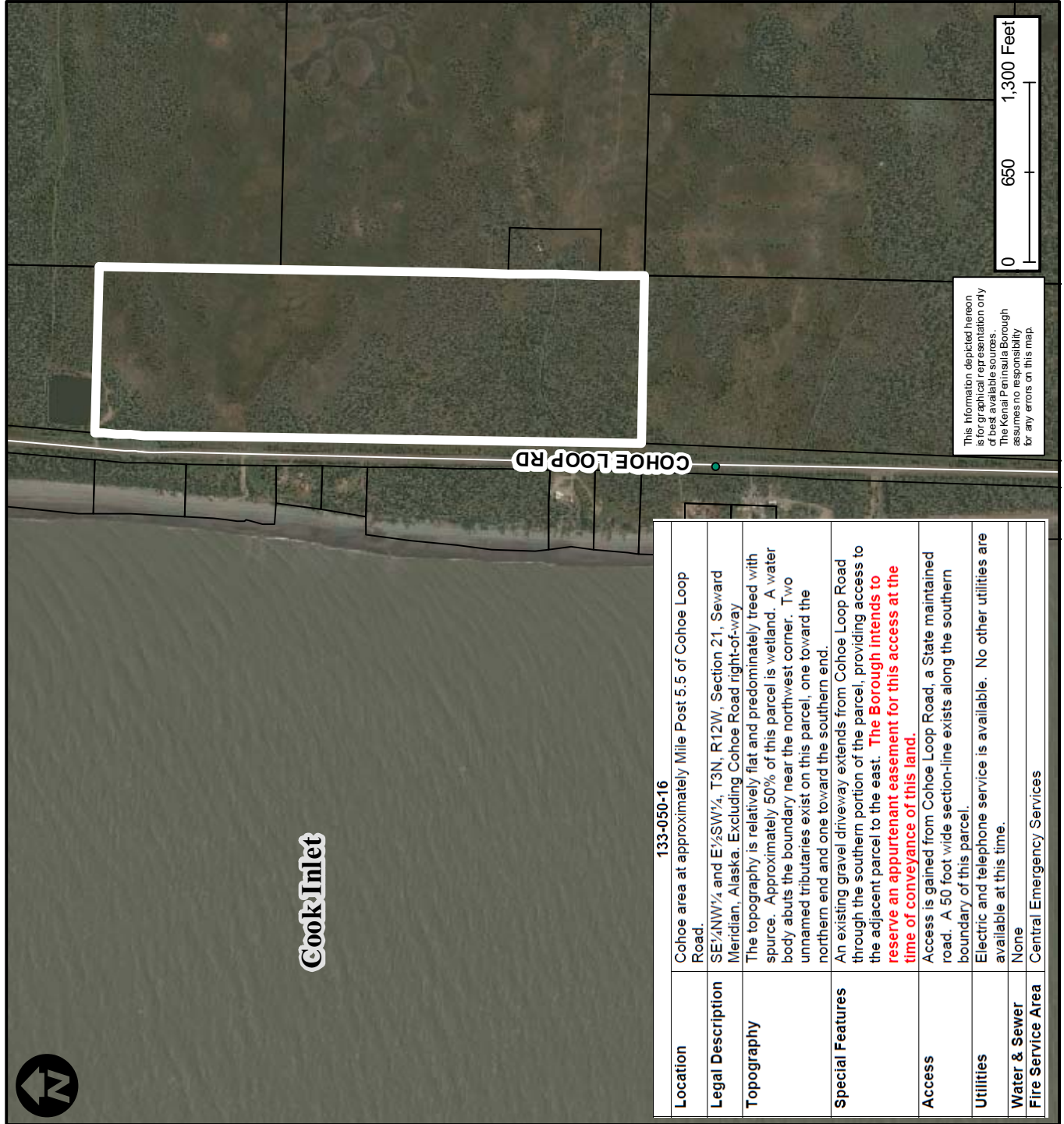


017-160-11	
Location	Located at approximately 1½ miles outside the Kenai City limits.
Legal Description	Government Lot 96, T6N, R12W, Section 14, Seward Meridian, Alaska. Subject to right-of-ways per Book 253, Page 621, Kenai Recording District.
Topography	The topography is relatively level. Spruce trees are predominately with some beetle kill.
Access	Access to this parcel is provided by easements
Utilities	Electric and telephone service is available. No other utilities are available at this time.
Water & Sewer	None
Fire Service Area	Nikiski Fire

Sealed Bid Land Sale Parcel No 133-050-16



Cook Inlet



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.

Location	133-050-16 Cohoe area at approximately Mile Post 5.5 of Cohoe Loop Road.
Legal Description	SE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$, T3N, R12W, Section 21, Seward Meridian, Alaska. Excluding Cohoe Road right-of-way
Topography	The topography is relatively flat and predominately treed with spurce. Approximately 50% of this parcel is wetland. A water body abuts the boundary near the northwest corner. Two unnamed tributaries exist on this parcel, one toward the northern end and one toward the southern end.
Special Features	An existing gravel driveway extends from Cohoe Loop Road through the southern portion of the parcel, providing access to the adjacent parcel to the east. The Borough intends to reserve an appurtenant easement for this access at the time of conveyance of this land.
Access	Access is gained from Cohoe Loop Road, a State maintained road. A 50 foot wide section-line exists along the southern boundary of this parcel.
Utilities	Electric and telephone service is available. No other utilities are available at this time.
Water & Sewer	None
Fire Service Area	Central Emergency Services

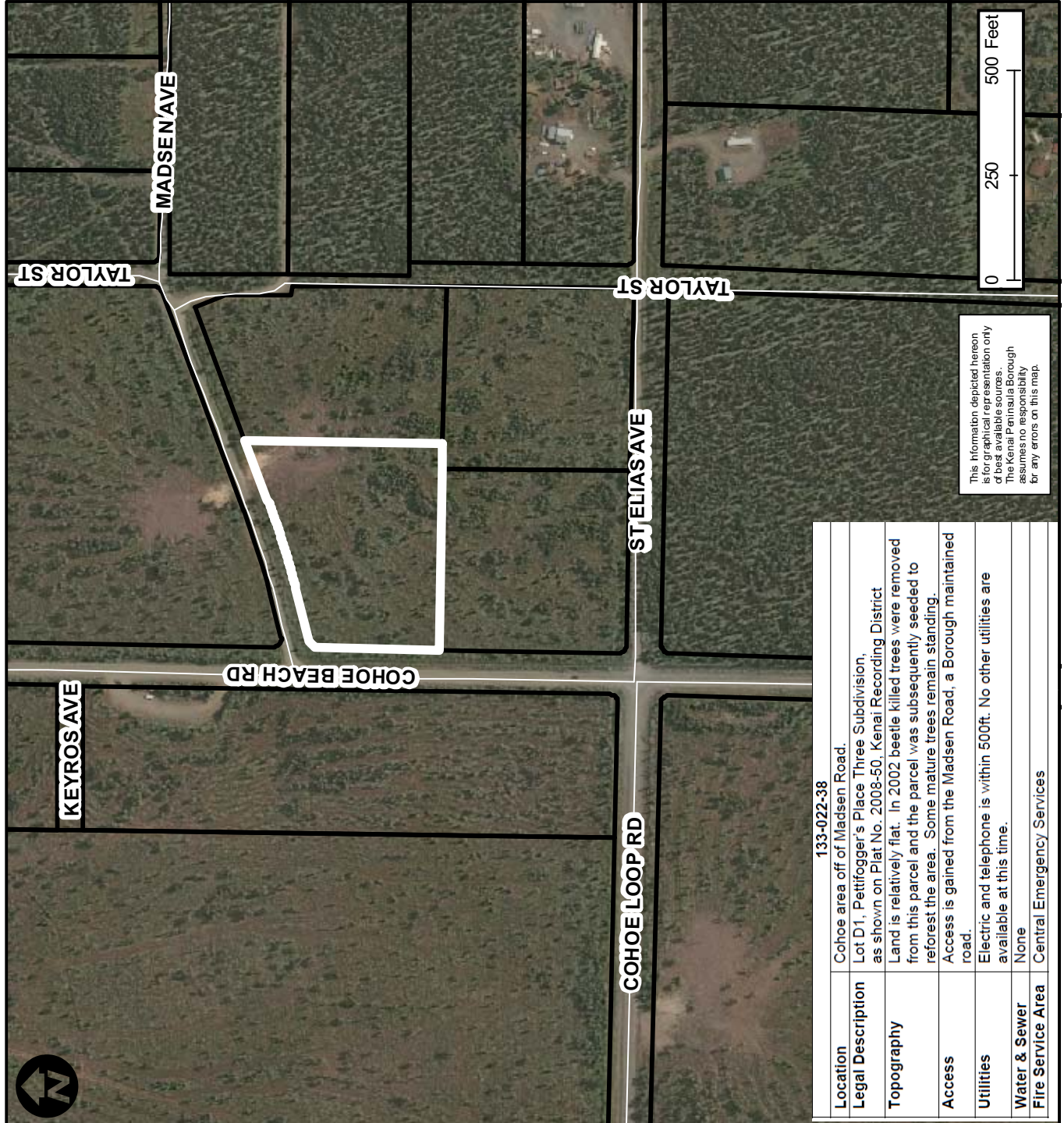
Minimum Bid:
\$98,800

Acres:
109.5



CEH 07/14/2008

Sealed Bid Land Sale Parcel No 133-022-38



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.

Location	133-022-38 Cohoe area off of Madsen Road.
Legal Description	Lot D1, Pettifogger's Place Three Subdivision, as shown on Plat No. 2008-50, Kenai Recording District
Topography	Land is relatively flat. In 2002 beetle killed trees were removed from this parcel and the parcel was subsequently seeded to reforest the area. Some mature trees remain standing.
Access	Access is gained from the Madsen Road, a Borough maintained road.
Utilities	Electric and telephone is within 500ft. No other utilities are available at this time.
Water & Sewer	None
Fire Service Area	Central Emergency Services

Minimum Bid:
\$31,000

Acres:
4.27



Sealed Bid Land Sale Parcel No 133-022-39



Location	Cohoe area off of Madsen Road.
Legal Description	Lot D2, Pettifogger's Place Three Subdivision, as shown on Plat No. 2008-50, Kenai Recording District
Topography	Land is relatively flat. In 2002 beetle killed trees were removed from this parcel and the parcel was subsequently seeded to reforest the area. Some mature trees remain standing.
Access	Access is gained from the Madsen Road, a Borough maintained road.
Utilities	Electric and telephone is within 500ft. No other utilities are available at this time.
Water & Sewer	None
Fire Service Area	Central Emergency Services

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**Minimum Bid:
\$32,200**

**Acres:
4.61**



Sealed Bid Land Sale Parcel No 131-010-35



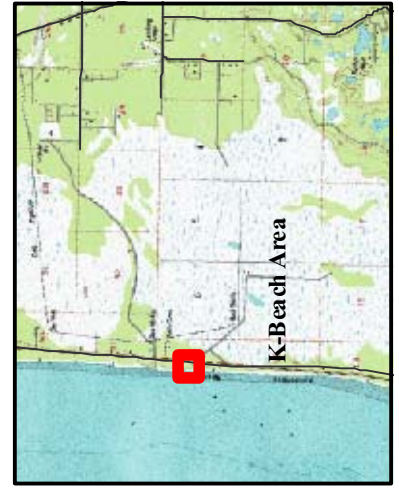
Cook Inlet

Pond

Location	131-010-35 Kalifornisky area at approximately Mile Post 10.5 of Kalifornisky Beach Road
Legal Description	Lot 2, Inlet Dreams Subdivision, as shown on Plat No. 2007-129, Kenai Recording District.
Topography	This parcel is situated on top of a steep bluff, estimated to be 60 feet high and fronts approximately 330 feet of Cook Inlet shoreline. This parcel contains approximately 2 acres upland of the bluff. The upland portion is gently sloping and treed predominately with spruce. This parcel contains a former sand/gravel pit that now forms a small pond.
Special Features	This is a bluff parcel with a spectacular view of the Cook Inlet and the Aleutian Range. This parcel contains a former sand/gravel pit that now forms a small pond, with fluctuating water levels.
Access	Access is gained from Kalifornisky Beach Road, a State maintained road.
Utilities	Gas, electric, and telephone service are available.
Water & Sewer	None
Fire Service Area	Central Emergency Services
Restrictions & Reservations	A 50ft.-wide public access easement upland of and along the mean high water line of the Cook Inlet per AS 38.05.127 and Title 11, AAC.51.045.

**Minimum Bid:
\$107,200**

**Acres:
2.52**



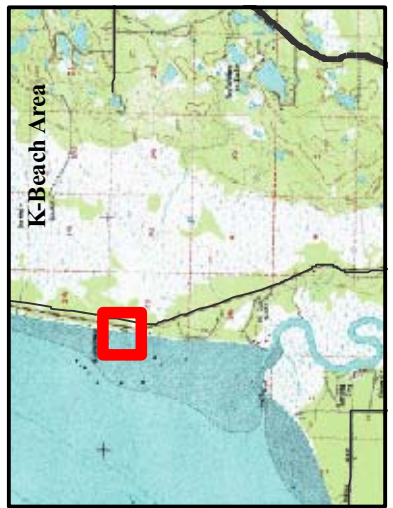
Sealed Bid Land Sale Parcel No 131-110-71




Location	131-110-71 Kalifornsky area at approximately Mile Post 7 of Kalifornsky Beach Road
Legal Description	Lot 1, Ocean Pond Subdivision, Second Addition, as shown on Plat No. 2008-53, Kenai Recording District.
Topography	This parcel is situated on top of a steep bluff, estimated to be 40 feet high and fronts approximately 330 feet of Cook Inlet shoreline. This parcel contains approximately 4.9 acres upland of the bluff. This parcel is predominately treed with spruce, mixed with some birch, cottonwood, and beetle kill. This parcel contains a small portion of a former sand/gravel pit along the south lot line. The former pit now forms a 0.6-acre pond that extends onto Lot 2.
Special Features	This is a bluff parcel with a spectacular view of the Cook Inlet and the Aleutian Range. This parcel contains a small portion of former sand/gravel pit that now forms a small pond.
Access	Access is gained from Kalifornsky Beach Road, a State maintained road. A 50 foot wide section-line easement runs along the north boundary.
Utilities	Electric and telephone service are available.
Water & Sewer	None
Fire Service Area	Central Emergency Services
Restrictions & Reservations	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 Title 11, AAC 51.045. A 50 ft.-wide section line easement along the north boundary.

**Minimum Bid:
\$175,000**

**Acres:
5.64**



Sealed Bid Land Sale Parcel No 131-110-72



131-110-72

Kalifornsky area at approximately m Mile Post 7 of Kalifornsky Beach Road

Lot 2, Ocean Pond Subdivision, Second Addition, as shown on Plat No. 2008-53, Kenai Recording District.

This parcel is situated on top of a steep bluff, estimated to be 40 feet high and fronts approximately 330 feet of Cook Inlet shoreline. This parcel comprises approximately 4.7 acres of upland. This parcel is predominately treed with spruce, mixed with some birch, cottonwood, and beetle kill. This parcel contains a former sand/gravel pit that straddles the northerly lot line. The former pit now forms a 0.6-acre pond.

This is a bluff parcel with a spectacular view of the Cook Inlet and the Aleutian Range. This parcel contains a former sand/gravel pit that now forms a 0.6-acre pond.

Access is gained from Kalifornsky Beach Road, a State maintained road.

Utilities
Electric and telephone service are available.

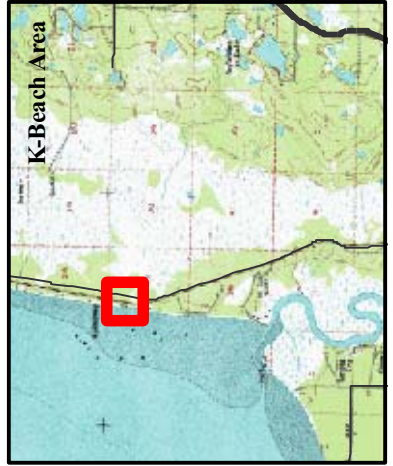
Water & Sewer
None

Fire Service Area
Central Emergency Services

Restrictions & Reservations
A 50 ft-wide public access easement upland of and along the mean high water line of the Cook Inlet per A.S 38.05.127 and Title 11, AAC 51.045.

Minimum Bid:
\$170,000

Acres:
5.53



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