

Introduced by: Long, Mayor  
Date: 08/05/08  
Shortened Hearing: 08/19/08  
Action: Failed as Amended  
Vote: 0 Yes, 9 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2008-25**

**AN ORDINANCE AUTHORIZING THE NEGOTIATED SALE AT FAIR MARKET  
VALUE OF APPROXIMATELY 2,010 SQUARE FEET OF TRACT A MOOSE PASS  
SCHOOL SITE ACCORDING TO PLAT 74-483 TO VERN KINGSFORD**

**WHEREAS,** Vern and Lura Ann Kingsford (“Kingsford”) operate a flight-see / flight-school business on property abutting the Moose Pass School Site; and

**WHEREAS,** Kenai Peninsula Borough School District (“KPBSD”) discovered that Kingsford’s improvements encroached on the Moose Pass School Site; and

**WHEREAS,** KPB 17.10.220 authorized the sale of the smallest practical area to the trespasser; and

**WHEREAS,** Kingsford is in agreement of paying the costs of surveying the property and constructing a fence to separate Kingsford’s operations from school property; and

**WHEREAS,** Kingsford’s business operations are summer intensive and he wishes to avoid interruption of his services; and

**WHEREAS,** Kingsford has agreed to remove certain encroachments including a fuel tank from school property prior to the first day of school August 20, 2008; and

**WHEREAS,** the planning commission reviewed Ordinance 2008-25 during their regularly scheduled August 11, 2008 meeting, a motion to recommend enactment of the ordinance failed by unanimous consent; and

**WHEREAS,** hearing on shortened time is necessary as the borough requires as many conditions of sale to be met prior to the start of school 2008 or as soon thereafter as practical;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the assembly authorizes selling a portion consisting of approximately 2,010 square feet of Tract A, Moose Pass School Site, Plat No. 74-483, more particularly described in Section 2, to Vern and Lura Ann Kingsford pursuant to KPB 17.10.220(C) and 17.10.100(I) and applicable conditions of KPB 17.10 and the following special conditions:

1. A surveyor will establish where the new boundary line will be between the Kingsford and KPBSD property, and a fence will be installed along the new boundary.
2. The borough will retain the surveyor, and the borough planning director will be onsite when the survey is done for the fence.
3. Kingsford will pay for the survey and platting costs prior to the conveyance.
4. The borough will install a six-foot-high woven wire cyclone fence with driven posts within six inches to one foot of the new property line on Kingsford's side.
5. Kingsford will pay for the cost of the fence and its installation prior to conveyance.
6. Kingsford will maintain the fence as long as a school is operated on the borough's adjacent parcel.
7. Kingsford will remove the fuel tank, wood box, and plastic sheds identified on the November 14, 2007, as-built from KPBSD property prior to August 20, 2008.
8. Kingsford will hold the borough harmless from all claims arising from or related to his performance of the conditions attached to this conveyance or property disputes with the borough.
9. The closing of the conveyance is to occur by December 31, 2008, unless extended by mutual agreement of the borough mayor and Kingsford.
10. The borough assessor will establish the value (price) for the property being conveyed, and Kingsford will pay for the property prior to the conveyance.
11. There will be no future encroachments on KPBSD property by Kingsford.
12. The conveyance is contingent on assembly approval and other applicable standard borough requirements.

**SECTION 2.** The following is a description of the piece of property that Vera and Lura Ann Kingsford would like to purchase.

Commencing at the westernmost corner of Tract A, Survey Of Borough Property Located In Moose Pass, AK. Filed as Plat 74-483, Seward Recording District, common to Depot Street, and Lot 3, Block 1, Moose Pass Townsite U.S. Survey 2676, all within Township 5 North, Range 1 West, Seward Meridian, Alaska; thence N 36° 36' 31" E a distance of 70 feet to the point of beginning for this description; thence N 36° 36' 31" E to the meander of Upper Trail Lake, an approximate distance

of 160 feet more or less; thence southeast along said lake meander approximately 25 feet; thence southwest to the point of beginning encompassing 2010 square feet more or less, as shown on exhibit A.

**SECTION 3.** The land to be sold is being sold to resolve an unintentional trespass, and the highest and best use of the larger parcel as school property will not be changed; therefore, the assembly authorizes the sale pursuant to KPB 17.10.100(I) without deposit in the land bank, classification, or notice of disposition.

**SECTION 4.** Based on the foregoing, the mayor is authorized pursuant to KPB 17.10.100(I) to sell the land described in Sections 1 and 2 above to on Kingsford for \$7,000.00, which is the fair market value as established by the borough assessor. The terms of the sale are the conditions set forth in Section 1 of this ordinance, cash at closing, and the buyer to pay all closing costs.

**SECTION 5.** The mayor is authorized to execute documents necessary to effectuate this ordinance.

**SECTION 6.** Vern and Lura Ann Kingsford shall have 90 days to execute the purchase agreement.

**SECTION 7.** That this ordinance takes effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \* 2008.**

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Grace Merkes, Assembly President

ATTEST:

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Johni Blankenship, Borough Clerk

Yes: None

No: Fischer, Gilman, Knopp, Long, Martin, Smith, Sprague, Superman, Merkes

Absent: None