



Lake and Peninsula Borough

*P.O. Box 495
King Salmon, Alaska 99613*

Telephone: (907) 246-3421

Fax: (907) 246-6602



APPLICATION FOR A LEASE

Applicant

Name:			
Company Name:			
Address:			
Telephone:		Cell:	
Email:			
Web Site:			

New Lease Renewal

Has the applicant ever registered either as a business or guide in the LPB?

LPB Registration #: _____

Land Location

Seward Meridian:

Section	Township	Range
GPS Coordinates:		

A right to encumber is / is not requested.

Purpose of Lease

Structures on Leased Property

Structure Name	Length	Width



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A large grid for site planning. The grid is composed of small squares. A north arrow is located in the top right corner of the grid, pointing upwards, with the letter 'N' below it. Below the grid, there is a scale bar that reads "Scale: 1 inch = ____ feet".

Instructions:

Draw all lines and structures to scale

Draw in the property lines with dimensions

Draw in all existing and planned structures with dimensions

Draw in existing/planned roads, trails, foot paths on property

Draw in all water bodies in proximity and/or indicate approximate distance from property line

Write in the scale at the bottom of the drawing

Is the land within 100' of an anadromous (salmon spawning) stream? Yes No



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Schedule of Fees and Rents

per LPB Resolution 06-07

Application Fees	Temporary Use	New Lease	Renewal
Conservational / Recreational	\$10	\$50	\$10
Commercial	\$50	\$150	\$50
Government	\$100	\$200	\$50
Institutional	\$100	\$100	\$50
Light Industrial / Resource Management	\$150	\$200	\$100
Residential/Settlement	\$50	\$150	\$100
Utility/Transportation	\$100	\$200	\$50
Waste Handling	\$200	\$250	\$150

Land Use Fee / Lease	Temporary Use	Annual	5-Year
<small>Lease price is for the first acre. Additional acreage lease: \$300/each acre or part thereof.</small>			
Conservational / Recreational	\$50	\$200	\$1000
Commercial	\$100	\$1000	\$1000
Government	\$100	\$200	\$50
Institutional	\$100	\$100	\$50
Light Industrial / Resource Management	\$150	\$200	\$100
Residential/Settlement	\$50	\$150	\$100
Utility/Transportation	\$100	\$200	\$50
Waste Handling	\$200	\$250	\$150

The Manager will propose a new fee schedule to the Assembly every five years, based on experience with administration and inflation.

Heavy Industrial Use and Mineral Extraction

The Assembly will consider permits, fees and leases on a case by case basis.

Lease Terms and Conditions

Per LPB Code 6.80.260, General Conditions

Term.

New Lease: Five Years

Renewal: Up to 5 years.

Amount of Guarantee: Applicants are required to obtain a performance guarantee in either cash/bond equal to one annual payment



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Insurance

Insurance is required for any commercial use of borough land. Upon approval, and thereafter on each anniversary date for the term of the lease, the Applicant will provide the Borough proof of insurance coverage at a minimum of:

General Commercial Liability	Each Occurrence:	\$300,000
	Damage to Premises:	\$50,000
	Medical Expenses (any one Person)	\$5,000
	Personal and Advance Injury	\$300,000

Indemnification

Applicant shall defend, indemnify and hold harmless the Lake and Peninsula Borough, its employees and agents from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind of nature including all attorney fees and litigation costs, arising out of, in connection with or incidental to any act or omission by Applicant, its employees, agents, guests, contractors, subcontractors or licensees unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the Borough or anyone acting on the Borough's behalf. Within 15 days Applicant shall accept any such cause or action or proceeding upon tender by the Borough. This indemnification shall survive the expiration or termination of this lease or permit.

Acceptance of Conditions. Applicant, by signing this application accepts full knowledge of the ordinances of the Lakes and Peninsula Borough and agrees to abide thereby, including amendments thereto, in the administration of the interest conveyed to applicant by the borough under this application. All conveyances or grants of interest are made under the ordinances of the Lakes and Peninsula Borough and in the event of a conflict between this application and any conveyance made hereunder and the ordinances of the Lakes and Peninsula Borough, the ordinances govern. Applicant also acknowledges that any lease is subject to state and federal regulation and restrictions, and agrees to keep itself informed as to the nature of those laws, regulations and restrictions, and to abide in all ways with those laws, regulations and restrictions.

Stewardship. The lessee is obligated to be a steward for this region by maintaining the pristine environment and by **keeping written notation of complaints** from concerned parties visiting the region and by forwarding such complaints to the borough. The lessee shall not impede access to traditional trails or waterways and shall not obstruct any landing strip, except when it is deemed unsafe by the lessee, or closed for regular maintenance. The ability of all users to use or access state, borough or other public land or waters adjacent to or surrounding the leased premises must not be restricted in any manner. However, the lessee may restrict access to the leased property and grounds directly around the buildings site for security of buildings, resources, equipment, supplies and for the privacy of clients. The borough may give notice of particulars of sanitation, etc., which bind the applicant. The applicant is allowed to bury up to 10 gallons of pulverized glass and incinerator ash on site yearly, provided the vegetation above the pit is restored to the original condition.



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Inspections: Representatives and personnel of the Lake and Peninsula Borough and other interested state agencies may inspect the leased area at any time. Non-compliance determinations will subject the site to re-inspection. Lessee will be assessed the actual expenses incurred by the Borough for re-inspection. A non-compliance determination occurs when a lessee is found to be in violation of the lease and has not remedied that violation, or if there is a reported violation that is substantiated by a site visit.

Modification of Agreements. The Borough reserves the right to modify any lease or permit whenever required to meet emerging environmental circumstances. The lessee will be advised before any such modifications or additions are finalized. Any correspondence on this lease or permit may be directed to the Lake and Peninsula Borough Manager, PO Box 495, King Salmon, AK 99613, telephone (907) 246-2341.

Land use is regulated under chapter 6.80 of the Lake and Peninsula Borough Code and any other provision of the borough ordinances as they are now or as they may be amended. General Conditions from 6.80.260

Process

Upon receipt of the completed application and application fee, the application will go before the Borough Assembly for review and approval by ordinance. Once approved by the Assembly, the applicant will be mailed a lease to sign. When signed and returned with first years rent payment, bond or cash guarantee, and proof of insurance, the Borough will sign the lease to be in full and binding effect. Lessee will receive from the Borough a copy of the application, signed lease, and ordinance for their records.

I have read and understand all of the foregoing and attached stipulations. By signing this lease application, I agree to the terms and conditions of this lease when issued except price.

Signature of Applicant or
Authorized Representative

Title

Application Date

Application fee enclosed: \$_____