

AGREEMENT TO PROVIDE ACCESS

The Municipality of Anchorage, hereinafter the "Municipality," and \_\_\_\_\_  
\_\_\_\_\_, hereinafter the "Owner(s)," and \_\_\_\_\_  
\_\_\_\_\_, hereinafter the "Neighbor(s),"  
enter into the following AGREEMENT TO PROVIDE ACCESS (hereinafter "Agreement")  
which shall become effective on the date the Agreement is fully executed.

The Owner(s) is/are a(n) \_\_\_\_\_,  
and \_\_\_\_\_ execute(s) this Agreement on  
behalf of the Owner(s) in the capacity of \_\_\_\_\_ and  
warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the Owner(s).

The Neighbor(s) is/are a(n) \_\_\_\_\_,  
and \_\_\_\_\_ execute(s) this Agreement on  
behalf of the Neighbor(s) in the capacity of \_\_\_\_\_ and warrant(s)  
he/she/they has/have authority to execute this Agreement on behalf of the Neighbor(s).

The Owner(s) own(s) a parcel of real property described as: \_\_\_\_\_  
\_\_\_\_\_,  
located in the Seward Meridian and the Anchorage Recording District, Third Judicial District,  
State of Alaska, shown on the map attached hereto as Appendix A, referred to herein as the  
"dominant parcel." The Owner(s) desire(s) to utilize the dominant parcel for the specific, limited  
purpose of \_\_\_\_\_  
\_\_\_\_\_, and  
the Owner(s) must provide access to meet the requirements of the Anchorage Municipal Code.

The Neighbor(s) own(s) an adjacent parcel of real property described as: \_\_\_\_\_  
\_\_\_\_\_,  
located in the Seward Meridian and the Anchorage Recording District, Third Judicial District,  
State of Alaska, shown on the map attached hereto as Appendix A, referred to herein as the  
"servient parcel." The servient parcel may provide access for the dominant parcel.

In accordance with Title 21 of the Anchorage Municipal Code, the Owner(s) and Neighbor(s), and their heirs, successors, and assigns, covenant and agree to use the servient parcel to provide access for the use and benefit of the dominant parcel. The above-described limited use of the dominant and servient parcels shall run with the land. The above-described limited use of the dominant and servient parcels shall not be altered, restricted or expanded in any manner that does not comply with this Agreement, existing zoning requirements, and the Anchorage Municipal Code. The above-described limited use does not inure to the benefit of any other parcel or person not a party to this Agreement without the prior written consent of all the parties to this Agreement

This agreement shall terminate upon the recording of a written release issued by the Municipality of Anchorage.

It is understood that violation of this Agreement shall constitute a violation of Title 21 of the Anchorage Municipal Code, and shall be subject to all penalties and remedies provided by law for such violation.

**OWNER**

**NEIGHBOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER**

**NEIGHBOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MUNICIPALITY OF ANCHORAGE**

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: Code Enforcement Officer Date: \_\_\_\_\_

STATE OF ALASKA ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, a Code Enforcement  
Officer of the Municipality of Anchorage, on behalf of the Municipality of Anchorage.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires \_\_\_\_\_

STATE OF ALASKA ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_,  
in the capacity of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires \_\_\_\_\_

STATE OF ALASKA ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_,  
in the capacity of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Alaska

My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT / COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_,  
in the capacity of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

My commission expires \_\_\_\_\_

Reference Building/Land Use Permit: \_\_\_\_\_

**After recording return to:**

Municipality of Anchorage, Planning Department, Land Use Enforcement Division  
Attn: Development Review Officer  
P.O. Box 196650, Anchorage, AK 99519-6650

## **INSTRUCTIONS FOR COMPLETING AN AGREEMENT TO PROVIDE ACCESS**

1. This agreement is required by law (see Anchorage Municipal Code 21.45.040.)
2. There is an administrative fee of \$200.00 for each agreement.
3. Agreements will only be accepted on the form provided by the Municipality.
4. All property owners shown on Municipal tax records must sign the agreement.
5. If property is owned by a husband and wife, both must sign as tenants by entirety. If signed before the same notary at the same time, the same notary block may be used. If not signed at the same time, a separate notary block is needed for each spouse.
6. If anyone other than the president of a corporation executes an agreement, he/she must submit a corporate resolution or other written proof that he/she is authorized to bind the corporation.
7. Persons must sign using their full legal name as given in the body of the agreement.
8. Persons signing the agreement must fill in their titles as given in the body of the agreement (individual, tenant by entirety, president, etc.)
9. Interlineations and hand-written corrections should be avoided, and may be cause for the Municipality to reject the agreement. If corrections are made, the initials of all persons signing the agreement must be placed next to each correction.
10. The agreement must be filled out in ink, and all signatures must be in ink.
11. Include the building or land use permit number, if applicable.
12. A site plan **must** accompany the agreement. It **must** meet the following standards:
  - The plan must not be larger than 8½” x 14” (legal size) paper.
  - The site plan must be labeled Appendix “A”.
  - Plans and text must be clear, legible, and reproducible.
  - The site plan must show and designate the dominant parcel and the servient parcel, the access being granted, and all abutting rights-of-way, public use or access easements.
  - There must be a 1” (2.5 cm.) clear margin on all sides of the document.

DO NOT RECORD THIS PAGE

# Control Sheet

Date: \_\_\_\_\_

Key 24

## Agreement to Provide Access

Check # \_\_\_\_\_

TR # \_\_\_\_\_

By: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Phone: \_\_\_\_\_

Dominant parcel: \_\_\_\_\_

Neighbor's name: \_\_\_\_\_

Phone: \_\_\_\_\_

Servient parcel: \_\_\_\_\_

### Municipal Use Only

Land Use reviewer: \_\_\_\_\_

- Document contains original signatures.
- All names agree in signature blocks and body of the agreement.
- All signatures are notarized.
- Agreement is completed in ink.
- Signers are the property owners (attach property tax record to this sheet.)
- Signer for a corporation, if not the president, has submitted proof of authority required (attach supporting documents to this sheet.)
- Properties are correctly described.
- Dominant and servient parcels are correctly identified.
- Actual use of the access is specifically described.
- Changes, if any, are initialed by all parties.
- Building/Land Use Permit number is included, if applicable.
- Site plan meets requirements.
  - The plan must not be larger than 8½" x 14" (legal size) paper.
  - The site plan must be labeled Appendix "A".
  - Plans and text must be clear, legible, and reproducible.
  - The site plan must show and designate the dominant parcel and the servient parcel, the access being granted, and all abutting rights-of-way, public use or access easements.
  - There must be a 1" (2.5 cm.) clear margin on all sides of the document.
- \$200 administrative fee has been paid.

1. Place a copy of the signed agreement in the building/land use permit file, if applicable.
2. File this sheet and a copy of the signed agreement in the agreements file.

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