

CLERK'S OFFICE

APPROVED

Date: 10-15-02

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Project Management &
Engineering Department
For Reading: October 15, 2002

ANCHORAGE, ALASKA
AR NO. 2002-316

1 A RESOLUTION AUTHORIZING THE MUNICIPALITY TO GRANT A TEN-FOOT-WIDE (10')
2 UTILITY EASEMENT TO ENSTAR NATURAL GAS COMPANY ACROSS A PORTION OF LOT
3 16, BLOCK 1, AUSTRALASKA SUBDIVISION, LOCATED AT SAN CLEMENTSON COURT
4 AND BRAGAW STREET, TAX #005-063-21

5
6 WHEREAS, improvements to lots 13, 14 and 15, Block 1, Australaska Subdivision
7 require natural gas service be provided by ENSTAR Natural Gas Company (ENSTAR) in order to
8 meet the needs of the new development; and

9
10 WHEREAS, in order to provide the natural gas service to the subdivision, ENSTAR
11 requires an easement within Municipal property to facilitate the gas main extension to the adjacent
12 lots; and

13
14 WHEREAS, the subject easement is found to be of no substantial monetary value
15 to the Municipality; now therefore,

16
17 THE ANCHORAGE ASSEMBLY RESOLVES:

18
19 Section 1. That the Administration is authorized to grant the requested utility easement to
20 ENSTAR in the following location:

21
22 A Utility Easement across a portion of Lot 16, Block 1, Australaska Subdivision,
23 according to Plat 66-101, on file in the office of the Anchorage District Recorder, Third
24 Judicial District, State of Alaska.

25
26 The easement is more particularly described as the East Ten (E 10) feet of Lot 16. Said
27 easement contains approximately 750 square feet.

28
29 Section 2. That this resolution shall take effect immediately upon passage and approval.

30
31 PASSED AND APPROVED by the Anchorage Municipal Assembly this 15th day of
32 October, 2002.

33
34 Dick
35 Chair

36 ATTEST:

37
38 [Signature]
39 Municipal Clerk
40

AM 866-2002



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 866-2002

Meeting Date: October 15, 2002

FROM: Mayor

SUBJECT: Resolution No. AR 2002-316, Regarding Authorization of the Municipality to Grant a Utility Easement to Enstar Natural Gas Company Across a Portion of Lot 16, Block 1, Australaska Subdivision, Located at San Clementson Court and Bragaw Street, Tax #005-063-21

ENSTAR Natural Gas Company (ENSTAR) has been requested by the developer, Carleson Custom Homes, Inc., to provide natural gas service to a new development. The proposed utility easement will be ten feet (10') in width and is required to facilitate a gas main line extension in order to provide natural gas service to adjacent lots 13, 14, and 15, Block 1, Australaska Subdivision. Accordingly, ENSTAR requires the subject easement within the Municipal property as identified on the attached Exhibit A.

THE ADMINISTRATION RECOMMENDS APPROVAL OF AR NO. 2002- 316
AUTHORIZING THE MUNICIPALITY TO GRANT A TEN-FOOT-WIDE (10') UTILITY
EASEMENT TO ENSTAR, WITHIN LOT 16, BLOCK 1, AUSTRALASKA SUBDIVISION.

Prepared by: Howard C. Holtan, Director, Project Management & Engineering Department
Concur: Craig E. Campbell, Executive Director, Office of Planning, Development & Public Works
Concur: Harry J. Kieling, Jr., Municipal Manager
Respectfully Submitted: George P. Wuerch, Mayor

AR 2002-316

Please return to:
ENSTAR Natural Gas Company
P.O. Box 190288
Anchorage, AK 99519-0288
Attn: Engineering Dept. R/W Section

MOA/PME/ROW
Australaska Project
Enstar Project #2736, Grid #SW1336
MOA Project #MISC-01-02
Tax #005-063-21

UTILITY EASEMENT

The GRANTOR, Municipality of Anchorage, whose mailing address is PO Box 196650, Anchorage, AK 99519-6650, for good and valuable consideration, conveys and warrants to ENSTAR Natural Gas Company, whose address is P.O. Box 190288, Anchorage, Alaska 99519-0288, GRANTEE, and to its successors and assigns a non-exclusive easement in perpetuity across the following described real estate:

Lot 16, Block 1, Australaska Subdivision, according to Plat 66-101, on file in the office of the Anchorage District Recorder, Third Judicial District, State of Alaska.

The easement is more particularly described as the East Ten (10) feet of Lot 16. Said easement contains approximately 750 square feet.

to construct, reconstruct, maintain, repair, operate, improve, and update upon, over and under the above-described lands and/or in, or upon all streets, roads, or highways abutting said lands, for installation and maintenance of a natural gas line main extension, and such other related structures as the GRANTEE may now or shall from time to time deem necessary, together with the right:

1. Of ingress and egress to said lands as may be reasonably necessary for the purposes described above.
2. To cut, trim, remove and control the growth of trees, shrubs, and other vegetation on, above, or adjoining said lands, which in the sole good faith judgment of GRANTEE, might interfere with the proper functioning and maintenance of said line or system.
3. To clear and keep the above-described lands free from fences, buildings, pavement, or other permanent structures, which in the sole, good faith judgment of GRANTEE, might interfere with the proper functioning and maintenance of said line or system.
4. To license, permit or otherwise agree to the exercise of these rights by any other authorized person, or entity.

All improvements placed on the property at the GRANTEE's expense shall remain the property of the GRANTEE and removable at its option. The failure of the GRANTEE, its successors or assigns, to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of such rights.

Grantee shall record this easement at its sole expense and expeditiously install the intended facilities. Grantee shall return the surface estate of Lot 16 and the easement to as near its original condition as practical, including reseeding and replanting any vegetation as directed by the Municipality. Grantee warrants the restoration for two years.

Please return to:
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P.O. Box 190288
Anchorage, AK 99519-0288
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MOA/PME/ROW
Australaska Project
Enstar Project #2736, Grid #SW1336
MOA Project #MISC-01-02
Tax #005-063-21

To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend Grantor from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the installation, construction or maintenance of the intended facilities or the easement, or any accident, injury or damages whatsoever, provided that any such claim, damages, loss or expense (a) is attributable to bodily injury, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission of Grantee or anyone directly or indirectly employed or contracted by it or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of Grantor.

Grantor shall be entitled to the full and complete non-exclusive use of the easement area in a manner consistent with the grant of easement to Grantee.

Grantee's failure to perform any of the terms of this agreement shall automatically cause reversion of the easement to the Municipality. This agreement is binding upon and insures to the benefit of the parties hereto, their successors, transferees and assigns.

This document is integrated and embodies the full agreement of the parties. Venue is in the Superior Court, State of Alaska, at Anchorage.

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P.O. Box 190288
Anchorage, AK 99519-0288
Attn: Engineering Dept. R/W Section

MOA/PME/ROW
Australaska Project
Enstar Project #2736, Grid #SW1336
MOA Project #MISC-01-02
Tax #005-063-21

GRANTOR: Municipality of Anchorage

By: _____ Date: _____
Its: _____

STATE OF ALASKA)
)ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002 by _____, the _____ for the Municipality of Anchorage.

Notary Public in and for Alaska
My Commission Expires: _____

GRANTEE: ENSTAR Natural Gas Company

By: _____ Date: _____
Its: _____

STATE OF ALASKA)
)ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002 by _____, the _____ for ENSTAR Natural Gas Company.

Notary Public in and for Alaska
My Commission Expires: _____



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Workflow Name	Action Date	Action	User	Security Group	Content ID	Revis
PDPW_SubWorkflow	9/20/02 3:24 PM	Approve	holtanhc	Public	000248	0
PME_SubWorkflow	9/20/02 3:24 PM	Approve	holtanhc	Public	000248	0
Legal_SubWorkflow	9/23/02 2:48 PM	Approve	wheelerda	Public	000248	0
MuniManager_SubWorkflow	9/24/02 9:37 AM	Approve	kielinghj	Public	000248	0
MuniMgrCoord_SubWorkflow	9/25/02 11:51 AM	Approve	bealejl	Public	000248	0

RESOLUTION FOR ACTION - OTHER

2002 SEP 25 PM 12:37
CLEANING OFFICE

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