

CLERK'S OFFICE

APPROVED

Date: 7-20-04

ANCHORAGE, ALASKA

AR No. 2004- 183

Submitted by: Chair of the Assembly at the Request of
the Mayor

Prepared by: Municipal Light & Power

For reading: July 20, 2004

**A RESOLUTION AUTHORIZING THE DISPOSAL OF A MUNICIPAL INTEREST, VIA
RELINQUISHMENT, ON LOT 7A, BLOCK 71 OF THE ORIGINAL TOWNSITE.**

WHEREAS, the Anchorage Municipal Charter 10.02(8) provides that any action to convey or lease or authorizing the conveyance or lease of any interest in lands of the Municipality must be by ordinance, but Charter 17.13(e) excepts and excludes from said requirement revocable permits or licenses, rights-of-way and easements which the Assembly finds to be without substantial value to the Municipality; and

WHEREAS, Municipal Light and Power recommends release and relinquishment of electrical easement identified in Section 1 below; and

WHEREAS, this disposal will remove and extinguish recorded electrical easement no longer required by ML&P and the Municipality; and

WHEREAS, the Assembly finds that the municipal interest in real property to be disposed of hereunder is without substantial value to the Municipality.

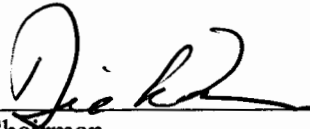
NOW THEREFORE, the Assembly of Anchorage resolves:

Section 1: The Municipality may dispose, via relinquishment, of its electrical easement identified below and as depicted on the attachment legal description.

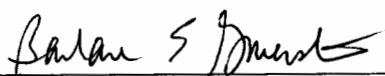
An electric and telecommunication systems easement recorded August 29, 1966, Misc. Book 134, Page 37 on Lot 7A, Block 71, of the Original Townsite, according to Plat C-214, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Section 2: This resolution shall take effect upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 20th day of July, 2004.


Chairman

ATTEST:


Municipal Clerk

03-18
Lot 7A, Blk 71 O.T.

RELINQUISHMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the **GRANTOR, ANCHORAGE** a municipal corporation organized and existing under it's Charter and the laws of the State of Alaska, for and in consideration of One Dollar (\$1.00) and other goods and valuable considerations, conveys and quitclaims to **SEVENTH & E LLC, GRANTEE**, whose address is 431 West 7th Avenue, Anchorage, Alaska 99501, or their successors in interests may appear, all interest which the **GRANTOR** has, if any in an easement **DATED the 29th day of August 1966**, and recorded in **Miscellaneous Book 134, Page 137**, Anchorage Recording District, granting an easement to the Grantor in the following described real estate to wit:

The West 5 ft. of the East 18 ft. of the North 25 ft. of Lot 7A, Block 71, of the ORIGINAL TOWNSITE, according to the official plat thereof, filed under Plat C-214, records of the Anchorage Recording District, Third Judicial District, State of Alaska. More particularly described as follows:

This instrument relinquishes only the aforescribed easement and does not intend to convey or quitclaim any other interest, if any, that ANCHORAGE may have in the aforescribed premises.

Dated this _____ day of _____, 2004

MUNICIPALITY OF ANCHORAGE

Kurt Vause, Manager of Engineering, AWWU
(P&P 1-4, Dated 1-27-1998)

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by KURT VAUSE the MANAGER OF ENGINEERING, AWWU of the Municipality of Anchorage, on behalf of the corporation.

Notary Public
My commission expires: _____

April 15, 2004


Mr. Kim Irwin
Municipal Light & Power
1200 East First Ave.
Anchorage, Alaska 99501

Alaska Communications Systems has no objection to the vacation and replatting of the encroachment into a platted easement located on Lots 7A & 10, Block 71, Anchorage Original Townsite, as recorded in Misc. Book 134, Page 37, and depicted on the as-built drawing submitted.

Acceptance and use of this letter of non-objection by yourself, your heirs, your assigns, or your successors, will constitute agreement to the following stipulations:


1. ACS will be held harmless, now and forever, for any damages or injury to any person or property as a result of this encroachment.
2. Any ACS facility damaged or destroyed as a result of this encroachment will be repaired at no cost to ACS.
3. Any costs incurred by ACS for special construction necessitated by this encroachment will be borne by the property owner.
4. All applicable safety code regulations will be observed and maintained.
5. This letter of non-objection will in no way preclude ACS from full use and enjoyment of its rights within any portion of its right-of-way.

Sincerely,


Greg Schmid, Foreman
Outside Plant Engineering

ACCEPTANCE:

DATE:



April 20, 2004

AC&P #33

GS\le\L:\Engineer\FORMS

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KNOW ALL MEN BY THESE PRESENTS, that The Laskop Co. hereinafter called the GRANTOR do hereby CONVEY to the CITY OF ANCHORAGE, a municipal corporation organized and existing under the laws of the State of Alaska, hereinafter called the GRANTEE, an easement and right of way for the purposes, respectively, of erecting, constructing and maintaining a telephone system; and erecting, constructing and maintaining an electric transmission and distribution system through, over, across and under the following described real property, to wit:

The West 5 ft. of the East 18 ft. of the North 25 ft. of Lot 7A, Block 71 of the ORIGINAL TOWNSITE according to plat C-214 on file in the office of the District Recorder, Anchorage Recording District, Alaska.

66-018999

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ANCHORAGE REC.
DISTRICT

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REQUESTED BY

City of Anch.

together with the right to place, maintain, inspect, and repair wires, cables, poles and/or other equipment necessary to the operation of a telephone system or an electric system, through, over, in across, or under the above described property; the right of ingress and egress to and from the above described premises at any or all times; and the right to do anything reasonably necessary, useful or convenient for the full enjoyment of the rights herein granted, including the right to cut and keep clear all trees, shrubbery and undergrowth and other obstructions on said property as may be required for the construction, operation and maintenance of such facilities; also, the privilege of removing at any time any or all of the improvements erected by the GRANTEE upon, over or under said lands.

IN WITNESS WHEREOF, the GRANTOR has hereunto set her hand and seal this 19 day of August, 1966.

The Laskop Co.

By James R. Hill

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

This is to certify, that on this 19th day of August, 1966, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared James R. Hill

to me known to be the Vice President of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be a free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that James R. Hill authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

Notary Public in and for the State of Alaska
My Commission Expires June 20, 1973



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 576-2004

Meeting Date: July 20, 2004

FROM: Mayor

SUBJECT: Relinquishment of Easements Within Lot 7A, Block 71 of the Original Townsite

Municipal Light and Power recommends the relinquishment of an easement that was granted by document and affects Lot 7A, Block 71 of the Original Townsite. Facilities were not installed within this easement and therefore no longer are needed.

THE ADMINISTRATION RECOMMENDS APPROVAL OF AR 2004-183.

Prepared by: James M. Posey, General Manager, Municipal Light & Power

Concur: Denis C. LeBlanc, Municipal Manager

Respectfully submitted: Mark Begich, Mayor

Content Information**Content ID :** 001766**Type:** AR_AllOther - All Other Resolutions**Title:** Seventh & E LLC/Relinquishment of Easement**Author:** cartercl**Initiating Dept:** MLP**Review Depts:** MuniManager**Description:** Relinquishment of Easement within Lot 7A, Block 71 of the Original Townsite.**Keywords:** Relinquishment Seventh & E LLC**Date Prepared:** 4/21/04 11:00 AM**Director Name:** James M. Posey**Assembly Meeting Date**
MM/DD/YY: 07/20/04**Workflow History**

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
AllOtherARWorkflow	4/21/04 11:26 AM	Checkin	cartercl	Public	001766
MLP_SubWorkflow	6/29/04 4:50 PM	Approve	poseyjm	Public	001766
MuniManager_SubWorkflow	7/7/04 5:30 PM	Approve	leblancdc	Public	001766
MuniMgrCoord_SubWorkflow	7/9/04 9:25 AM	Approve	katkusja	Public	001766

CONSENT AGENDA – RESOLUTIONS FOR ACTION-OTHER

30

CLERK OF COURT

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M.D.A.