

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Project Management &
Engineering Department
For Reading: October 26, 2004

CLERK'S OFFICE

APPROVED

Date: 10-26-04

ANCHORAGE, ALASKA

AR NO. 2004-261

1 A RESOLUTION AUTHORIZING THE MUNICIPALITY TO GRANT AN EASEMENT TO
2 ENSTAR NATURAL GAS COMPANY ACROSS A PORTION OF THE RABBIT CREEK
3 ELEMENTARY SCHOOL SITE LOCATED WITHIN THE NE ¼ SE ¼ SE ¼ OF
4 SECTION 29, T12N, R3W, S.M., ALASKA, BETWEEN THE NEW SEWARD
5 HIGHWAY FRONTAGE ROAD AND LAKE OTIS PARKWAY, TAX #018-161-01

6
7 WHEREAS, Enstar Natural Gas Company (ENSTAR) needs to upgrade its
8 facilities within the vicinity of the Rabbit Creek Elementary School, located within the NE
9 ¼ SE ¼ SE ¼ of Section 29, T12N, R3W, S.M. Alaska; and

10
11 WHEREAS, in order to upgrade its natural gas service and be able to
12 continue to supply necessary heat to Rabbit Creek Elementary School, ENSTAR requires
13 an easement within Anchorage School District property; and

14
15 WHEREAS, the Anchorage School District has no objection to the
16 easement; and

17
18 WHEREAS, the subject easement is found to be of no monetary value, but
19 will provide a necessary service to both the Anchorage School District and the
20 Municipality, now therefore,

21
22 THE ANCHORAGE ASSEMBLY RESOLVES:

23
24 **Section 1.** That the Administration is authorized to grant the requested easement to
25 ENSTAR in the following location:

26
27 A natural gas line easement over a portion of the northeast one-quarter of the
28 southeast one-quarter of the southeast one-quarter (NE 1/4 SE 1/4 SE 1/4) Section 29,
29 Township 12 North, Range 3 West, Seward Meridian, Alaska, lying within the Anchorage
30 Recording District, Third Judicial District, State of Alaska, said portion being more
31 particularly described as follows:

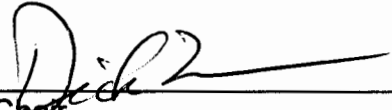
32
33 The north ten feet (N10') of the south twenty feet (S20') lying east of the New
34 Seward Highway, State of Alaska Department of Transportation and Public Facilities'
35 Project QF-031-2(57).

36
37 Said easement contains approximately 4,576 square feet (0.105 acres).

Resolution Granting a Utility Easement to ENSTAR, Rabbit Creek Elementary School
Page 2

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

PASSED AND APPROVED by the Anchorage Municipal Assembly this 26th day of October, 2004.


Chair

ATTEST:


Municipal Clerk



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM**

No. AM 782 -2004

Meeting Date: October 26, 2004

1 FROM: Mayor

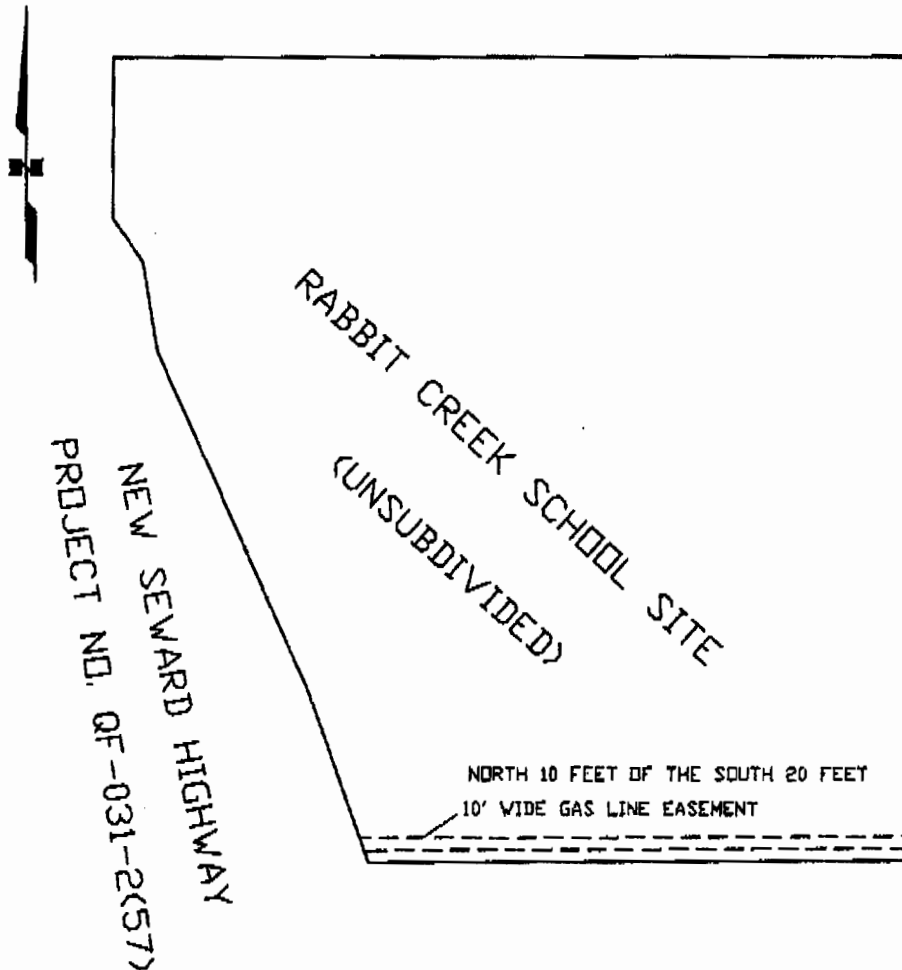
2
3 SUBJECT: A Resolution Authorizing the Municipality of Anchorage to Grant an
4 Easement to Enstar Natural Gas Company across a Portion of the Rabbit
5 Creek Elementary School Site Located within the NE ¼ SE ¼ SE ¼ of
6 Section 29, T12N, R3W, S.M., Alaska, between the New Seward Highway
7 Frontage Road and Lake Otis Parkway, Tax #018-161-01
8
9

10 Enstar Natural Gas Company (ENSTAR) is requesting an easement across a portion of
11 the Rabbit Creek Elementary School site to upgrade its underground facilities.
12 Municipal and state projects in the vicinity of the school have affected a portion of the
13 ENSTAR distribution mainline network, and ENSTAR is no longer able to sustain
14 cathodic protection for its steel pipeline. ENSTAR proposes to replace its 3-inch steel
15 pipeline with a modern plastic gas line for which cathodic protection is not needed.
16

17 The mainline is the only service line feed which provides heat to the school, but there
18 never was a recorded document to evidence the placement of the mainline system. The
19 original Anchorage Natural Gas Corporation easement area was approved in a letter
20 from the Greater Anchorage Area Borough (GAAB) in 1968 (Exhibit C) and clearly
21 demonstrates the intent of GAAB to allow the mainline extension at that time. Also, an
22 easement (Exhibit D) granted to Alaska Gas and Service Company in 1974 was never
23 recorded. Accordingly, ENSTAR requires the subject easement within Municipal
24 property as identified on the attached map detail (Exhibit A), and Utility Easement
25 document (Exhibit B).
26

27 THE ADMINISTRATION RECOMMENDS APPROVAL OF AR NO. 2004- 261
28 AUTHORIZING THE MUNICIPALITY TO GRANT AN EASEMENT TO ENSTAR
29 WITHIN THE NE ¼ SE ¼ SE ¼ of SECTION 29, T12N, R3W, SEWARD MERIDIAN,
30 ALASKA.
31

32 Prepared by: Howard C. Holtan, Director, Project Management & Engineering Department
33 Concur: Denis C. LeBlanc, Municipal Manager
34 Respectfully submitted: Mark Begich, Mayor



GAS LINE EASEMENT

PORTION OF NE 1/4 SE 1/4 SE 1/4 SECTION 29, T12N, R3W, S.M., ALASKA
RABBIT CREEK SCHOOL SITE

"EXHIBIT A"

MUNICIPALITY



OF ANCHORAGE

OWNER'S INITIALS: _____

ATTACHED TO: _____

PAGE ____ OF ____ DATED: _____

APPROVED BY: _____ GRID: 2933

EXISTING PARCEL AREA: 380,844 SF (8.74 ACRES)

APPROX. GAS EASEMENT AREA: 4,576 SQ. FT.

NO SCALE DATE: 8/2/04 DRAWN BY: LDI

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

Rabbit Creek Elementary School Site
Grid #SW2933
MOA Project #ENS-01-04
Tax #018-161-01

UTILITY EASEMENT

The GRANTOR, **Municipality of Anchorage**, whose mailing address is P.O. 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:

A natural gas line easement over a portion of the Northeast one-quarter of the Southeast one-quarter of the Southeast one-quarter (NE 1/4 SE 1/4 SE 1/4) Section 29, Township 12 North, Range 3 West, Seward Meridian, Alaska lying within the Anchorage Recording District, Third Judicial District, State of Alaska, said portion being more particularly described as follows:

The north ten feet (N10') of the south twenty feet (S20') lying east of the New Seward Highway, State of Alaska, Department of Transportation and Public Facilities Project QF-031-2(57).

Said easement contains approximately 4,576 square feet (0.105 acres).

to construct, reconstruct, maintain, repair, operate, improve, and update upon, over and under the above-described 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 Tract B2 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.

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.

Rabbit Creek Elementary School Site
Grid #SW2933
MOA Project #ENS-01-04
Tax #018-161-01

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

GRANTOR: Municipality of Anchorage

BY:
ITS:

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____, the _____ for the Municipality of Anchorage, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

GRANTEE: ENSTAR Natural Gas Company

BY: _____
ITS: _____
Date: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____, the _____ for ENSTAR Natural Gas Company.

Notary Public in and for Alaska
My Commission Expires: _____

ER 68-2059

GREATER ANCHORAGE AREA BOROUGH

104 NORTHERN LIGHTS BOULEVARD
ANCHORAGE, ALASKA 99503

DEPARTMENT OF PUBLIC WORKS

July 23, 1968

Sam Bowman
Anchorage Natural Gas Corporation
P. O. Box 6288
Anchorage, Alaska

APPROVAL OF GAS MAIN LOCATIONS

The following locations are approved for gas main extensions:

DeARMOUN ROAD AREA. STATE MANOR AND OCEANVIEW SUBDIVISION

+ 5,400 feet of 3 inch main along the south side of DeArmoun Road, west from connection near the northeast corner of Section 33, Township 12 North, Range 3 West, S.M., Alaska. (Locate ~~23~~ ²⁵ feet south of section line, or as near property as practical.)

+ 200 feet of 3 inch main along the east side of Abbott Road north from a regulator station to proposed 3 inch main heretofore described. (Locate east of existing transmission line, near right of way line.)

+ 700 feet of 2 inch main along the west side of Rabbit Creek School access road, north from connection near section corner. (Locate near west side of section line public use easement.)

+ 880 feet of 2 inch main along the south and westerly sides of Rabbit Creek School tract. (Locate as proposed.)

+ 1,000 feet of 2 inch main west and north from connection at west boundary of Rabbit Creek School property to the southeast corner of State Manor Subdivision. (Locate as proposed.)

+ 1,770 feet of 2 inch main from connection near the southeast corner of State Manor Subdivision, (at east end of Jarvis Street) westerly thru the middle of block to Dare Avenue, thence southwest along the north side of Dare Avenue to present Seward Highway right of way. (Locate as proposed, not to exceed 5 feet from property in roadway.)

+ 725 feet of 2 inch main along the east side of present Seward Highway from Dare Avenue northwesterly to the south side of Oceanview Drive. (Locate as proposed.)

Page #2
Sam Bowman
July 23, 1968

* 1,675 feet of 2 inch main along the south and west sides of Oceanview Drive west from connection at present Seward Highway to south side of Cross Road.
(Locate ~~near property~~, not to exceed ~~4~~ feet from line.) *KHW*
Back of CURB *(8)*

Note: In the event of conflict with other utilities, please notify this office immediately.

Yours truly,

GREATER ANCHORAGE AREA BOROUGH

Kenneth H. Wright
Kenneth H. Wright
Public Works Engineer

KHW/nlp

KNOW ALL MEN BY THESE PRESENTS: That the undersigned

SE 1/4 29-12-23
(hereinafter called GRANTOR, whether one or more) for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and warrant unto ALASKA GAS AND SERVICE COMPANY a division of ALASKA INTERSTATE COMPANY a corporation duly organized and existing under and by virtue of the laws of the State of Alaska, its successors and assigns (hereinafter called GRANTEE), a right-of-way easement to construct, lay, maintain, operate, alter, repair, remove, and replace pipelines and appurtenances, including regulation facilities, thereto for the transportation of natural gas under, upon, over, and through lands which the undersigned owns or in which the undersigned has an interest, situated in the Anchorage Recording Precinct, State of Alaska, and described as follows:

A strip of land 10 feet wide situated in the NE 1/4 SE 1/4 SE 1/4 Section 29 T 12 N, R 3 W S.M. Alaska. More particularly described as the Westerly 10 feet adjacent to the Easterly Right-of-Way line of the New Seward Highway.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way easement herein granted and conveyed, or any part thereof or interest herein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns, with ingress to and egress from the premises for the purposes herein granted.

The said Grantor is to fully use and enjoy said premises except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of pipelines or appurtenances, including regulation facilities, constructed hereunder and will not change the grade of such pipelines.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of the soil and agrees to pay for all damage to growing crops, lawns, trees, fences and other improvements which may arise from the construction, maintenance and operation of said lines.

In Witness Whereof, the Grantor has hereunto set _____ hand and seal this _____ day of _____ 19_____.

John R. Roderick
BOROUGH MAYOR

Marie Coffey
BOROUGH CLERK

APPROVED AS TO FORM:

Robert A. Bragg
BOROUGH ATTORNEY

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

ss:

Before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned qualified and sworn as such, this 2 day of OCTOBER 1974, personally appeared John R. Roderick to me known to be the person described in and who executed the above described instrument, and acknowledged to me that he executed said instrument freely and voluntarily for the uses and purposes therein mentioned.

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

Gary J. Jensen
NOTARY PUBLIC IN AND FOR ALASKA
MY COMMISSION EXPIRES: July 29, 1979

Exhibit D

Content Information**Content ID :** 002234**Type:** AR_AllOther - All Other Resolutions**Title:** A Resolution Authorizing an Easement to ENSTAR across a Portion of the Rabbit Creek Elementary School Site**Author:** rerkosp**Initiating Dept:** PME**Description:** A Resolution Authorizing an Easement to ENSTAR across a Portion of the Rabbit Creek Elementary School Site Located within the NE¼ SE¼ SE¼ of Sec. 29, T12N, R3W, S.M., Alaska, between the New Seward Hwy. Frontage Rd. and Lake Otis Pkwy**Keywords:** ROW,easement,rabbit creek elementary**Date Prepared:** 10/4/04 4:08 PM**Director Name:** Howard C. Holtan**Assembly****Meeting Date** 10/26/04**MM/DD/YY:****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	10/4/04 4:20 PM	Checkin	rerkosp	Public	002234
PME_SubWorkflow	10/4/04 4:54 PM	Approve	holtanhc	Public	002234
MuniManager_SubWorkflow	10/6/04 11:02 AM	Approve	leblancdc	Public	002234
MuniMgrCoord_SubWorkflow	10/15/04 2:29 PM	Approve	katkusja	Public	002234

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2004 OCT 15 PM 3:43

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