

CLERK'S OFFICE
APPROVED
Date: 8-23-05

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Project Management &
Engineering Department
For Reading: August 23, 2005

ANCHORAGE, ALASKA
No. AR 2005- 215

A RESOLUTION AUTHORIZING THE MUNICIPALITY TO GRANT EASEMENTS TO
ENSTAR NATURAL GAS COMPANY ACROSS PORTIONS OF LOT 5A, BLOCK 39D, EAST
ADDITION, ANCHORAGE TOWNSITE, LOCATED IN THE VICINITY OF POST ROAD AND
VIKING DRIVE, TAX #003-062-02

WHEREAS, Enstar Natural Gas Company (ENSTAR) needs to relocate its
natural gas main line within Lot 5A, Block 39D, East Addition, Anchorage Townsite due to
the Municipality's Ship Creek Trail Improvement Project; and

WHEREAS, in order to relocate its pipeline, ENSTAR requires easements
within Municipal Light & Power property; and

WHEREAS, the Municipal Light & Power has no objection to the
easements; and

WHEREAS, the subject easements are found to be of no monetary value,
and will continue to provide a necessary service to the area; now therefore,

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That the Administration is authorized to grant the requested easements to
ENSTAR in the following locations:

An easement for natural gas facilities over portions of Lot 5A, Block 39D, East Addition,
Anchorage Townsite, per plat C-225, on file in the office of the Anchorage District
Recorder, Third Judicial District, State of Alaska, said portions being more thoroughly
described as follows:

Beginning at the northeast corner of said Lot 5A, the True Point of Beginning; thence S
77° 29' 51" W, 66.99 feet, adjoining the northern property line of said Lot 5A, said
property line is the Basis of Bearing for these descriptions; thence S 62° 37' 43" W,
65.26 feet; thence S 77° 48' 26" W, 179.46 feet; thence S 12° 20' 35" W, 49.21 feet;
thence N 77° 39' 25" E, 216.27 feet; thence N 15° 50' 07" W, 1.87 feet; thence N 77°
09' 53" E, 39.99 feet; N 27° 22' 17" W, 21.29 feet; thence S 62° 37' 43" W, 24.99 feet to
the Point of Curvature of a curve concave to the south having a radius of 184.38 feet;
thence southwesterly 48.36 feet adjoining the arc of said curve (the delta of said curve
is 15° 01' 42", the chord bearing is S 70° 08' 34" W, 48.22 feet) to the Point of
Tangency; thence S 77° 39' 25" W, 163.84 feet; thence N 12° 20' 35" W, 24.18 feet;

1 thence N 77° 48' 26" E, 160.40 feet, to the Point of Curvature of a curve concave to the
2 south having a radius of 159.12 feet; thence northeasterly 42.15 feet adjoining the arc
3 of said curve (the delta of said curve is 15° 10' 43", the chord bearing is N 70° 13' 05"
4 E, 42.03 feet) to the Point of Tangency; thence N 62° 37' 43" E, 22.57 feet; thence N
5 56° 55' 05" E, 9.88 feet; thence N 62° 37' 43" E, 25.89 feet to the Point of Curvature of
6 a curve concave to the north having a radius of 169.95 feet; thence northeasterly 18.25
7 feet adjoining the arc of said curve (the delta of said curve is 6° 09' 14", the chord
8 bearing is N 65° 42' 20" E, 18.25 feet) to the Point of Tangency; thence N 68° 46' 57" E,
9 17.85 feet, more or less, to the east property line of Lot 5A; thence N 5° 05' 10" W, 4.17
10 feet to the True Point of Beginning.

11
12 Said portion contains approximately 7,749 square feet.

13
14 **AND**

15
16 Beginning at the northeast corner of said Lot 5A, thence S 00° 05' 10" E, 73.48 feet,
17 adjoining the eastern property line of said Lot 5A, to the True Point of Beginning; thence
18 S 89° 54' 50" W, 38.48 feet, more or less, to the eastern limits of the easement
19 recorded in Book 2106, Page 651; thence S 12° 50' 07" E, 20.51 feet, adjoining the
20 eastern limits of said easement; thence N 89° 54' 50" E, 31.07 feet, more or less, to the
21 western limits of the right of way of Post Road per plat 99-25; thence N 9° 03' 27" E,
22 18.14 feet; thence N 00° 05' 10" W, 2.07 feet, more or less, to the True Point of
23 Beginning.

24
25 Said portion contains approximately 699 square feet.

26
27 **Section 2.** That this resolution shall take effect immediately upon passage and
28 approval.

29
30 PASSED AND APPROVED by the Anchorage Municipal Assembly this 23rd day of
31 August, 2005.

32
33
34 Anna J. Fairclough
35 Chair

36 ATTEST:

37
38 Dana S. Smith
39 Municipal Clerk
40



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM**

No. AM 590 -2005

Meeting Date: August 23, 2005

FROM: Mayor

SUBJECT: A Resolution Authorizing the Municipality of Anchorage to Grant Easements to Enstar Natural Gas Company across Portions of Lot 5A, Block 39D, East Addition, Anchorage Townsite, located in the vicinity of Post Road and Viking Drive, Tax #003-062-02

The subject property is managed by Municipal Light & Power (ML&P). In order to facilitate Project Management & Engineering's federally-funded Ship Creek Trail Improvement Project #95-12, Enstar Natural Gas Company (ENSTAR) is required to relocate a portion of its pipeline. ENSTAR requires easements across portions of Lot 5A, Block 39D, East Addition, Anchorage Townsite for relocation of its main line within ML&P property and more particularly in the area of the proposed pedestrian underpass located at the intersection of Viking Drive and Post Road.

Accordingly, ENSTAR requires the subject easements within Municipal property as identified on the attached map detail (Exhibit A), and Easement document (Exhibit B).

THE ADMINISTRATION RECOMMENDS APPROVAL OF AR 2005- 215
AUTHORIZING THE MUNICIPALITY TO GRANT EASEMENTS TO ENSTAR WITHIN
LOT 5A, BLOCK 39D, EAST ADDITION, ANCHORAGE TOWNSITE.

Prepared by: Howard C. Holtan, Director, Project Management & Engineering Department

Concur: James Posey, General Manager, ML&P

Concur: Denis C. LeBlanc, Municipal Manager

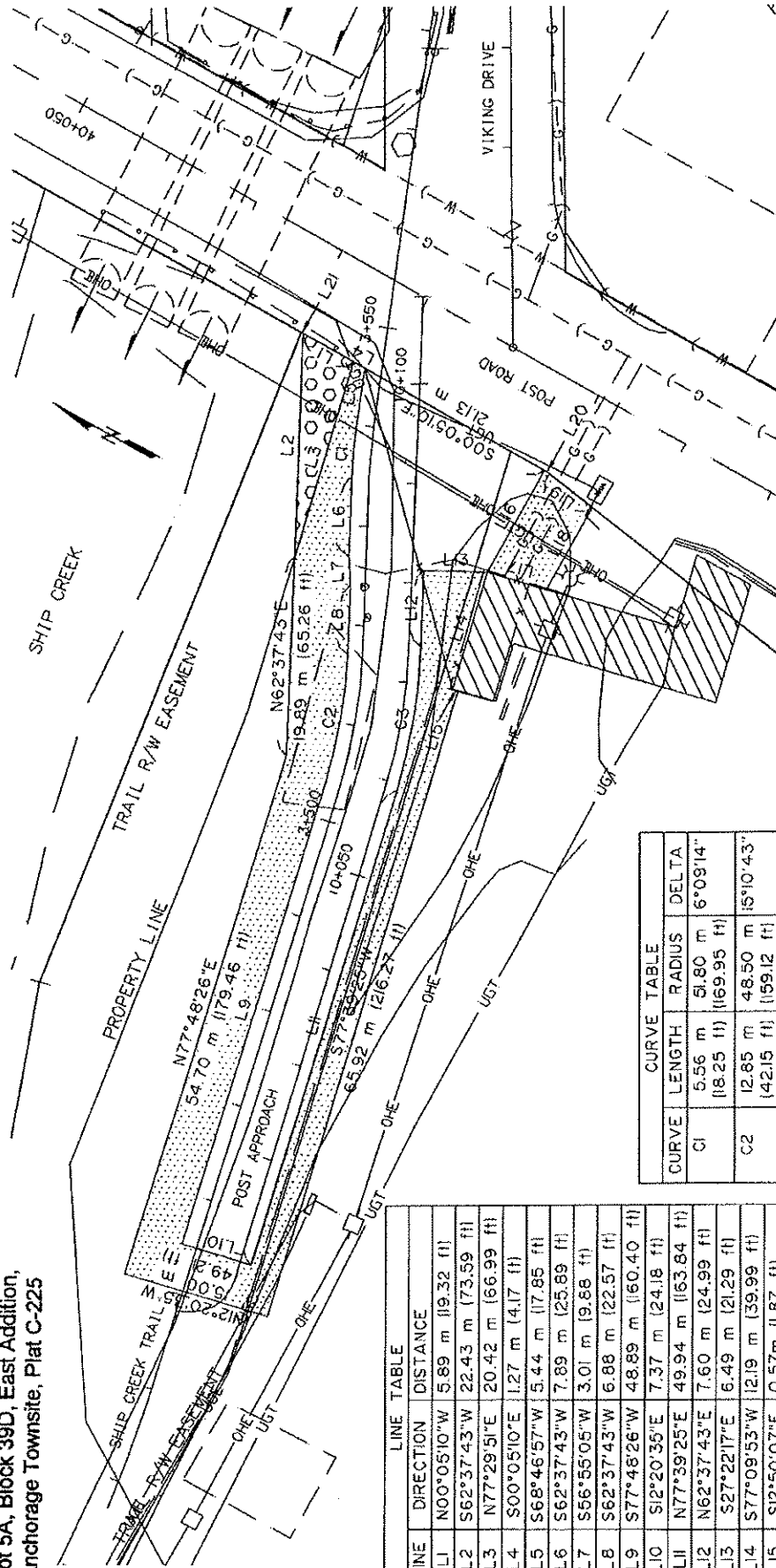
Respectfully submitted: Mark Begich, Mayor

EXISTING GAS UTILITY EASEMENT

PROPOSED GAS UTILITY EASEMENT REQUIRED FROM ML&P

PROPOSED GAS UTILITY EASEMENT REQUIRED FROM ARRC

Lot 5A, Block 39D, East Addition,
Anchorage Townsite, Plat C-225



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	5.56 m (18.25 ft)	51.80 m (169.95 ft)	6°09'14"
C2	12.85 m (42.15 ft)	48.50 m (159.12 ft)	15°10'43"
C3	14.74 m (48.36 ft)	56.20 m (184.38 ft)	15°01'42"

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N00°05'10"W	5.89 m (19.32 ft)
L2	S62°37'43"W	22.43 m (73.59 ft)
L3	N77°29'51"E	20.42 m (66.99 ft)
L4	S00°05'10"E	1.27 m (4.17 ft)
L5	S68°46'57"W	5.44 m (17.85 ft)
L6	S62°37'43"W	7.89 m (25.89 ft)
L7	S66°55'05"W	3.01 m (9.88 ft)
L8	S62°37'43"W	6.88 m (22.57 ft)
L9	S77°48'26"W	48.89 m (160.40 ft)
L10	S12°20'35"E	7.37 m (24.18 ft)
L11	N77°39'25"E	49.94 m (163.84 ft)
L12	N62°37'43"E	7.60 m (24.99 ft)
L13	S27°22'17"E	6.49 m (21.29 ft)
L14	S77°09'53"W	12.19 m (39.99 ft)
L15	S12°50'07"E	0.57 m (1.87 ft)
L16	N89°54'50"E	11.73 m (38.48 ft)
L17	N12°50'07"W	6.25 m (20.51 ft)
L18	S89°54'50"W	9.47 m (31.07 ft)
L19	S09°03'27"W	5.53 m (18.14 ft)
L20	S00°05'10"E	0.63 m (2.07 ft)
L21	N00°05'10"W	0.20 m (.66 ft)

NOTE: THIS IS A
METRIC DRAWING

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

DRAWN BY _____
SCALE 1:400
DATE 05/06/05

SHIP CREEK TRAIL - PHASE IV
TEA-0001(336)/57363

ENSTAR UTILITY
EASEMENT EXHIBIT

EXHIBIT A

Please return to:
ENSTAR Natural Gas Company
Engineering Dept./Right of Way Section
P.O. Box 190288
Anchorage, AK 99519-0288

Lot 5A, Block 39D, East Addition, Anchorage Townsite
Ship Creek Trail Project, Ph. IV
Grid #SW1232
Tax #003-062-06

NATURAL GAS EASEMENT

The GRANTOR, **Municipality of Anchorage d/b/a Municipal Light & Power**, 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:

An easement for natural gas facilities over portions of Lot 5A, Block 39D, East Addition, Anchorage Townsite, per plat C-225, on file in the office of the Anchorage District Recorder, Third Judicial District, State of Alaska, said portions being more thoroughly described as follows:

Beginning at the northeast corner of said Lot 5A, the True Point of Beginning; thence S 77° 29' 51" W, 66.99 feet, adjoining the northern property line of said Lot 5A, said property line is the Basis of Bearing for these descriptions; thence S 62° 37' 43" W, 65.26 feet; thence S 77° 48' 26" W, 179.46 feet; thence S 12° 20' 35" W, 49.21 feet; thence N 77° 39' 25" E, 216.27 feet; thence N 15° 50' 07" W, 1.87 feet; thence N 77° 09' 53" E, 39.99 feet; N 27° 22' 17" W, 21.29 feet; thence S 62° 37' 43" W, 24.99 feet to the Point of Curvature of a curve concave to the south having a radius of 184.38 feet; thence southwesterly 48.36 feet adjoining the arc of said curve (the delta of said curve is 15° 01' 42", the chord bearing is S 70° 08' 34" W, 48.22 feet) to the Point of Tangency; thence S 77° 39' 25" W, 163.84 feet; thence N 12° 20' 35" W, 24.18 feet; thence N 77° 48' 26" E, 160.40 feet, to the Point of Curvature of a curve concave to the south having a radius of 159.12 feet; thence northeasterly 42.15 feet adjoining the arc of said curve (the delta of said curve is 15° 10' 43", the chord bearing is N 70° 13' 05" E, 42.03 feet) to the Point of Tangency; thence N 62° 37' 43" E, 22.57 feet; thence N 56° 55' 05" E, 9.88 feet; thence N 62° 37' 43" E, 25.89 feet to the Point of Curvature of a curve concave to the north having a radius of 169.95 feet; thence northeasterly 18.25 feet adjoining the arc of said curve (the delta of said curve is 6° 09' 14", the chord bearing is N 65° 42' 20" E, 18.25 feet) to the Point of Tangency; thence N 68° 46' 57" E, 17.85 feet, more or less, to the east property line of Lot 5A; thence N 5° 05' 10" W, 4.17 feet to the True Point of Beginning.

Said portion contains approximately 7,749 square feet.

AND

Beginning at the northeast corner of said Lot 5A, thence S 00° 05' 10" E, 73.48 feet, adjoining the eastern property line of said Lot 5A, to the True Point of Beginning; thence S 89° 54' 50" W, 38.48 feet, more or less, to the eastern limits of the easement recorded in Book 2106, Page 651; thence S 12° 50' 07" E, 20.51 feet, adjoining the eastern limits of said easement; thence N 89° 54' 50" E, 31.07 feet, more or less, to the western limits of the right of way of Post Road per plat 99-25; thence N 9° 03' 27" E, 18.14 feet; thence N 00° 05' 10" W, 2.07 feet, more or less, to the True Point of Beginning.

Said portion contains approximately 699 square feet.

to construct, lay, maintain, operate, alter, repair, remove and replace pipelines and appurtenances, including metering and regulation facilities thereto for the transportation of natural gas under, upon, over and through lands which the Grantor owns or in which the Grantor has interest.

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 pipeline, appurtenances, including metering and regulation facilities, constructed hereunder and will not change the grade of such pipelines.
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 expeditiously install the intended facilities. Grantee shall return the

Lot 5A, Block 39D, East Addition, Anchorage Townsite
Ship Creek Trail Project, Ph. IV
Grid #SW1232
Tax #003-062-06

surface estate of the above-referenced property and the easement area 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.

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

Lot 5A, Block 39D, East Addition, Anchorage Townsite
Ship Creek Trail Project, Ph. IV
Grid #SW1232
Tax #003-062-06

GRANTOR: Municipal Light & Power

By: James Posey
Its: General Manager
Date: _____

STATE OF ALASKA)
)ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by James Posey, the General Manager of Municipal Light & Power.

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 _____, 2005 by _____, _____ of ENSTAR Natural Gas Company.

Notary Public in and for Alaska
My Commission Expires: _____

Content Information**Content ID :** 003111**Type:** AR_AllOther - All Other Resolutions

Title: A Resolution Authorizing the Municipality of Anchorage to Grant Easements to Enstar Natural Gas Company across Portions of Lot 5A, Block 39D, East Addition, Anchorage Townsite, located in the vicinity of Post Road and Viking Drive, Tax #003-062-02

Author: rerkosp**Initiating Dept:** PME**Review Depts:** MLP

Description: A Resolution Authorizing the Municipality of Anchorage to Grant Easements to Enstar Natural Gas Company across Portions of Lot 5A, Block 39D, East Addition, Anchorage Townsite, located in the vicinity of Post Road and Viking Drive, Tax #003-062-02

Date Prepared: 7/27/05 10:18 AM**Director Name:** Howard C. Holtan**Assembly****Meeting Date** 8/23/05**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	7/27/05 10:26 AM	Checkin	rerkosp	Public	003111
PME_SubWorkflow	7/27/05 11:12 AM	Approve	holtanhc	Public	003111
MLP_SubWorkflow	8/11/05 3:18 PM	Approve	davidovicslr	Public	003111
MuniManager_SubWorkflow	8/12/05 12:47 PM	Approve	abbottmk	Public	003111
MuniMgrCoord_SubWorkflow	8/12/05 1:02 PM	Approve	curtiscr2	Public	003111

M.O.A.
2005 AUG 15 PM 1:21
CLERKS OFFICE