

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 "this Agreement") which shall become effective on the date the Agreement is fully executed. This Agreement shall run with the land and shall be binding on the Owner(s) and Neighbor(s) and their heirs, successors, and assigns.

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) real property described as: _____ per plat _____, Parcel ID # _____, located in the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A and referred to herein as the "dominant lot." The Owner(s) desire(s) to utilize the dominant lot for _____, and the Owner(s) must provide access to meet the requirements of the Anchorage Municipal Code.

The Neighbor(s) own(s) an abutting lot of real property described as: _____ per plat _____, Parcel ID# _____, located in the Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map attached hereto as Appendix A and referred to herein as the "servient lot."

In accordance with Title 21 of the Anchorage Municipal Code, the Owner(s) and Neighbor(s) covenant and agree to use the servient lot to provide access for the use and benefit of the dominant lot as shown on the map attached hereto as Appendix A. The above-described use of the dominant lot shall not be altered or expanded in any manner that does not comply with requirements of the Anchorage Municipal Code. The above-described use of the servient lots for access shall not be altered or restricted in any manner that does not comply with this Agreement and the requirements of the Anchorage Municipal Code. The above-described use of the servient lot for access does not inure to the benefit of any other lot.

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

The Owner(s) and Neighbor(s) understand and agree that failure to provide access constitutes 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

Signature: _____
Print Name: _____
Title: _____
Date: _____

NEIGHBOR

Signature: _____
Print Name: _____
Title: _____
Date: _____

OWNER

Signature: _____
Print Name: _____
Title: _____
Date: _____

NEIGHBOR

Signature: _____
Print Name: _____
Title: _____
Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

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

Notary Public in and for Alaska
My commission expires _____

STATE OF _____) ss.
COUNTY OF _____)

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

Notary Public in and for Alaska
My commission expires _____

MUNICIPALITY OF ANCHORAGE

By: _____ Name: _____
Title: Land Use Plan Reviewer Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, a Land Use Plan Reviewer with the Municipality of Anchorage, on behalf of the Municipality of Anchorage.

Notary Public in and for Alaska
My commission expires _____

After recording return to:
Municipality of Anchorage, Planning Department
Attn: Land Use Plan Reviewer (Sonnet Calhoun)
P.O. Box 196650, Anchorage, AK 99519-6650

Reference Building/Land Use Permit No.: _____

INSTRUCTIONS FOR COMPLETING AN AGREEMENT TO PROVIDE ACCESS

1. This agreement is required by law. Reference AMC (21.07.010B. Buildings to Have Access.
2. Submit the administrative fee of \$235.00 for each agreement document.
3. Agreements will only be accepted on the form provided by the Municipality.
4. Note: the **Owner** needs to provide access to the **dominant lot**. The access is provided across the **servient lot**, which is owned by the **Neighbor**.
5. Real property description is written in the example format Lot 13, Block A, Sunnydale Subdivision, part III.
6. All property owners shown on Municipal tax records must sign the agreement.
7. 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.
8. 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.
9. Persons must sign using their legal name as given in the body of the agreement.
10. Persons signing the agreement must fill in their titles as given in the body of the agreement (individual, tenant by entirety, president, etc.)
11. Interlineations and hand-written corrections must be avoided, and shall be cause for the Municipality to reject the agreement.
12. The agreement must be filled out in ink, and all signatures must be in ink.
13. Include the building or land use permit number, if applicable.
14. 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 lot and the servient lot, 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.

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OFFICE USE ONLY

**Control Sheet
Access Agreement**

Applicants Name: _____

Date _____

Accepted By: _____

Date E-Recorded: _____

- ☐ Copy Transferred to City View
☐ Mailed Copy to applicant

Contact Person: _____

Telephone: _____ **Email:** _____

Name and address to send recorded copy to:

Dominant Lot: _____

Owner: _____

Subservient Lot: _____

Owner: _____

- ☐ Site plan (appendix A) provided with Dominant and Servient lots labeled?
☐ Correct legal description, tax ID and Site address, corresponding with MOA Tax database?
☐ All fields completed including the expiration date for agreement, or N/A on the blank line?
☐ One inch margins clear of marks or printing? Recording format met?
☐ Any existing agreements? If yes please explain _____
☐ Building Safety Permit number? _____

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