

COVENANT TO PROVIDE NO-BUILD EASEMENT

The Municipality of Anchorage, hereinafter the "Municipality," and _____
_____, hereinafter the "Owner," and _____
_____, hereinafter the "Neighbor," enter into
the following COVENANT TO PROVIDE NO-BUILD EASEMENT (hereinafter "Agreement")
which shall become effective on the date the Agreement is fully executed.

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 owns a parcel of real property described as: _____
_____,
Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map
attached hereto as Appendix A, referred to herein as the "dominant parcel". In order to utilize
the dominant parcel specifically for _____
_____, the Owner must provide a _____
foot no-build easement to meet the requirements of Title 23 of the Anchorage Municipal Code.

The Neighbor owns an adjacent parcel of real property described as: _____
_____,
Anchorage Recording District, Third Judicial District, State of Alaska, shown on the map
attached hereto as Appendix A, referred to herein as the "servient parcel." The servient parcel
may provide a _____ foot no-build area in accordance with the standards of Title 23 of the
Anchorage Municipal Code, for the dominant parcel.

The Owner and Neighbor covenant and agree they and their heirs, successors, and assigns, shall use the servient parcel to provide a _____ foot no-build easement in accordance with Title 23 of the Anchorage Municipal Code, for the use and benefit of the dominant parcel. The specific above-described use of the servient parcel shall not be altered, changed or restricted in any manner without the prior written consent of the Municipality.

It is understood that violation of this Agreement shall constitute a violation of Title 23 of the Anchorage Municipal Code, and will be subject to all the penalties and remedies provided by law for such a violation.

Reference Building/Land Use Permit: _____

OWNER

NEIGHBOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

OWNER

NEIGHBOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

MUNICIPALITY OF ANCHORAGE

By: _____
Title: _____

Name: _____
Date: _____

STATE OF _____) ss.
_____ JUDICIAL DISTRICT / COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

STATE OF _____) ss.
_____ JUDICIAL DISTRICT / COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
on behalf of the Municipality of Anchorage.

Notary Public in and for Alaska
My commission expires _____

Anchorage Recording District
Return recorded agreement to: Municipality of Anchorage, Development Services Department
Attn: Ron Thompson, Senior Plan Review Engineer
P.O. Box 196650, Anchorage, AK 99519-6650

STATE OF _____) ss.
_____ JUDICIAL DISTRICT / COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

STATE OF _____) ss.
_____ JUDICIAL DISTRICT / COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

STATE OF _____) ss.
_____ JUDICIAL DISTRICT / COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____,
in the capacity of _____.

Notary Public in and for _____
My commission expires _____

**INSTRUCTIONS FOR COMPLETING A COVENANT TO PROVIDE
NO-BUILD EASEMENT**

1. There is an administrative fee of \$30.00 for each agreement.
2. Agreements will only be accepted on the form provided by the Municipality (notary blocks from other states may be used.)
3. All property owners shown on Municipal tax records must sign the agreement.
4. If property is owned by a husband and wife, both must sign as tenants by entirety. If both sign at the same time, before the same notary, the same notary block may be used; otherwise, a separate notary block is needed for each signature.
5. For agreements involving a corporation, if anyone other than the president signs, he/she must submit proof that he/she is authorized to bind the corporation.
6. Persons must sign using their full legal name as given in the body of the agreement.
7. Persons signing the agreement must fill in their titles as given in the body of the agreement (individual, tenant by entirety, president, etc.)
8. Interlineations and hand-written corrections should be avoided, and may be cause for the Municipality to reject the agreement. If corrections are made, the initials of all persons signing the agreement must be placed next to each correction.
9. The agreement must be filled out in ink, and all signatures must be in ink.
10. Include the building or land use permit number, if applicable.
11. 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 the dominant and servient parcels, including all structures, parking spaces, traffic lanes, and abutting rights-of-way. Both parcels must be identified.
 - There must be a 1” (2.5 cm.) clear margin on all sides of the document.

Control Sheet – Covenant to Provide No-Build Easement

Owner's name: _____

Phone: _____

Dominant parcel: _____

Neighbor's name: _____

Phone: _____

Servient parcel: _____

Municipal Use Only

Reviewer: _____

- Document contains original signatures.
- All names agree in signature blocks and body of the Agreement.
- All signatures are notarized.
- Agreement is completed in ink.
- Signers are the property owners (attach property tax records to this sheet.)
- Signer for a corporation, if not the president, has submitted proof of authority required (attach supporting documents to this sheet.)
- Properties are correctly described.
- Dominant and servient parcels are correctly identified.
- Changes, if any, are initialed by all parties.
- Building/Land Use Permit number is included.
- Site plan meets requirements.
 - 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 the dominant and servient parcels, including all structures, parking spaces, traffic lanes, and abutting rights-of-way. Both parcels must be identified.
 - There must be a 1" (2.5 cm.) clear margin on all sides of the document.
- \$30 administrative fee has been paid.

This space reserved for Municipal payment verification.