

**PLANNING DEPARTMENT  
CURRENT PLANNING STAFF ANALYSIS  
PLATTING**

**DATE:** July 11, 2022

**CASE:** S12667  
Birch Meadow, Lots 1-56 and Tracts 1 & 2  
  
Subdivision of one (1) tract into fifty-six (56) lots and two (2) tracts of land with a variance from AMC 21.08.040A.1 *Dedication of Streets*.

**GRID:** SW1238

**SITE:** 6.65 acres

**LAND USE:** Vacant

**UTILITIES:** Public water and sewer

**TOPO:** Relatively level

**VEGETATION:** Existing vegetation

**ZONING:** R-3 (Mixed Residential)

**COMPREHENSIVE PLAN**

Classification: "Single-family and Two-family", per the Anchorage 2040 Land Use Plan.

**SURROUNDING AREA**

	<u>NORTH</u>	<u>EAST</u>	<u>SOUTH</u>	<u>WEST</u>
Zoning:	R-4	R-3	R-2M	R-3/I-1SL
Land Use:	Single-family Townhouse	Single-Family Townhouse	Mobile Home Park	Vacant/Auto Salvage

**PROPERTY AND RELATED INFORMATION**

04/13/70    Zoning    Property zoned as part of Area B during Areawide zoning.

12/12/12    Platting    Final plat recorded for Checkpoint Subdivision, Lot

1-4, and Tract A.

07/06/15	Conditional Use Permit	Conditional Use Permit for Natural Resource Extraction approved by the Planning and Zoning Commission.
06-29-18	Platting	Final plat recorded for Checkpoint Subdivision, Tracts A1 & A2 (2018-39).

## REQUEST

This is a request to subdivide one (1) tract into fifty-six (56) lots and two (2) tracts of land with a variance from AMC 21.08.040A.1 *Dedication of Streets*, that all street rights-of-way shall be dedicated to the public. The request includes a four part phasing plan of development.

Spinell Homes is requesting preliminary plat approval to build a 56-unit residential planned unit development (PUD) on 6.6 acres in Northeast Anchorage. This housing project already obtained building permit approval as multiple structures on a single tract of land before the previous owner declared bankruptcy. All of the underground utilities (sewer, water, electrical, natural gas, and fire hydrants) are already installed. The new owner, Spinell Homes, restarted the project and is seeking to convert the condominium project into a single-family development on fee simple lots. A separate case (Case 2022-034) is reviewing the conditional use for a planned unit development of this property.

## AGENCY COMMENTS

1. Utility easements have been requested.

2. Private Development comments:

### Improvements:

Takotna Loop: The petitioner shall construct Takotna Loop road to Municipal Class A standards consisting of a 33-foot wide paved street (back of curb to back of curb) including a 5-foot concrete sidewalk constructed on one side of the street and street lights as shown on the previously approved plans for permit C15-2197.

### Subdivision Agreement Requirements:

No Subdivision Agreement is required for this project, plans were previously approved under permit #C15-2197 for Takotna Loop

Plat Notes:

- a. The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns from those shown on the approved grading and drainage plan without prior approval from Municipality of Anchorage Building Safety Office.
- b. Property owners and utilities shall not obstruct, impede or alter approved drainage facilities (e.g. swales, ditches) in any way that will adversely impact adjacent properties or rights of way.

Department Recommendations:

The Private Development section recommends approval of this platting action with the above conditions and has no objection to the variance from AMC 21.08.040.A.1 (Road Dedication-Streets).

3. Addressing comments:

No comments.

4. Right-of-Way (ROW) comments:

No comment.

5. Municipal Traffic Division comments:

The Traffic Engineering department has no objection to approval of this platting action with the following comments.

This proposed 56-unit subdivision is anticipated to provide approximately 504 average daily trips. This is right at the threshold for requirement to provide sidewalks on each side of the proposed right of away or roadway easement. This project was originally approved with building permit C15-2197 which showed similar number of dwelling units with a sidewalk being provide on one side of this internal loop roadway. The only change in the development is in the size of lots for Residential Planned Unit Development which has created a need to have variances for both Plan Unit Development requirements and number and location of sidewalks within the development which are being requested in concurrent land use case 2022-0034.

### Variance (Dedication of Streets)

Traffic Engineering has no objection to this requested variance for road dedication. Internal road was always intended to be a privately maintain road and proposed cross section meets minimal roadway standards except for providing sidewalks on each side of the street. The concurrent land use case 2022-0034 is formally requesting a variance from this standard which Traffic Engineering has no objections to approving this variance.

6. Alaska Department of Transportation (ADOT) comments:

- a. No objection to the platting action however, DOT&PF has concerns to the proposed subdivision plan due to the lack of internal neighborhood connectivity and circulation shown. Specifically the missing internal neighborhood connections to Newell St., Camelot St., and the signalized intersection at 4th Ave. As a short term solution DOT&PF recommends that Tract 1 Open Space, Access, and Utility corridor, located between Lots 12 and 13 on the submitted plat, that connects to Newell St. to the south and that has already been constructed be utilized. This will allow the neighborhood to use this connection to access to the 4th Ave. intersection in the near term until Newell St. can be fully built out and needed ROW secured.
- b. DOT&PF has safety concerns about the traffic impact this development and future development will have onto Boundary Ave. at the unsignalized intersections with Boniface Parkway and Turpin St., and the increased traffic load onto the unsignalized Whisperwood Park Dr./Turpin St. intersection. These concerns were identified and documented in the 2014 Reconnaissance Engineering Study Project No: 54577 Caribou Ave. and Boniface Parkway Intersection Study. The report identified developing Newell St. to collector standards as an option to help route traffic to the 4th Ave. signalized intersection. DOT&PF requests a complete street grid be addressed in order to access traffic signals in the long term.
- c. Currently portions of Camelot St. and Newell St. ROW are only half dedicated on the plat. DOT&PF recommends the municipality works toward eventually acquiring and fully dedicating the needed ROW sections of Camelot St. and Newell St. and develop the street grid.

- d. DOT&PF requests that the municipality continue building out the traffic grid and utilizing signalized intersections in all directions for safety and to ease congestion in this neighborhood.
- e. No objection to the private dedication of Tokotna Loop.

7. Anchorage Water and Wastewater Utility (AWWU) comments:

- 1. The proposed parcels are located within AWWU's Water and Sanitary Sewer Service Districts.
- 2. AWWU water is not available to the proposed parcels.
- 3. AWWU sanitary sewer is available to proposed lots 1-12 and 48-56 in Phase I.
- 4. A sanitary sewer main line extension will be necessary to serve any other parcels.
- 5. A water main line extension will be necessary to serve the proposed parcels.
- 6. The preliminary plat appears unclear on utility easements, with a 35-foot public sewer and storm drain easement listed and a 38-foot access and utility tract. AWWU requires a 40-foot easement for the water and sanitary sewer main lines with the lines centered in the easement and with a 10-foot separation.
- 7. No assessments are due upon completion of the platting action.
- 8. AWWU has no objection to this platting action.

8. On-Site Water and Wastewater Services (OSWWS) comments:

No objection.

9. Watershed Management Services comments:

No comments or objections.

10. Fire Prevention comments:

No comments received.

11. Non-Motorized Transportation Coordinator comments:

No comments received.

12. Building Safety comments:

No comments received.

13. Public comments

On June 15, 2022, the Planning Department mailed out 707 public hearing notices in accordance with AMC 21.03.020H.3. As of this writing, no public comments have been received. The Northeast Community Council did not comment.

## **STAFF ANALYSIS**

The petition site is located just south of Boundary Avenue, west of Muldoon Road and east of Boniface Parkway. The proposed subdivision meets the requirements of the R-3 (mixed-residential) zoning district in AMC 21.06-1 *Table of Dimensional Standards – Other Districts*. The R-3 district allows up to 40 dwelling units per acre (or 55 dwelling units per acre with a PUD), and the proposed development has a residential density of 8.4. The developer is seeking to build compact housing with single-family homes on individual lots, as opposed to multifamily buildings or townhouses. There were no objections by reviewing agencies to this platting action.

## **Road Improvements and Dedication**

The petitioner has previously approved plans under permit #C15-2197 which consist of Takotna Loop road constructed to a 33-foot wide paved street including a 5-foot concrete sidewalk on one side of the street and street lights. Takotna Loop is proposed as a private street within a 38-foot access easement. Private Development commented that no subdivision agreement is required, and Traffic Department had no objections to the private road and sidewalk. As a result, no subdivision agreement or dedication are recommended at this time.

## **Conformance with Adopted Plans**

This preliminary plat appears to generally conform with the petition site's classification as shown in the Anchorage 2040 Land Use Plan Map. Specifically, this subdivision conforms to Land Use Policy 7, 14, and 4.3.

- *General Land Use Policy 7: Avoid incompatible uses adjoining one another.*

This site is surrounded by multifamily housing, a manufactured home community, industrial uses, and undeveloped land that is zoned R-4. The

proposed compact single-family housing development will be different from much of the surrounding land uses and housing styles, but it will add diversity to the housing options and increase the desirability of living in the area.

- *Residential Policy 14: Conservation of residential lands for housing is a high community priority. New residential development at densities less than identified in the Neighborhood and District Plans is discouraged. No regulatory action under Title 21 shall result in a conversion of dwelling units or residentially zoned property into commercial or industrial uses unless consistent with an adopted plan.*

The land is zoned R-3, which allows development of up to 30 dwelling units per acre. The *Anchorage 2040 Land Use Plan* designate this site for “Single and Two-Family Residential”. This project implements *Anchorage 2040* by requesting single-family detached homes on individual lots.

The applicable *Anchorage 2040 Land Use Plan Map* policy is:

- *Policy 4.3: Promote balanced neighborhoods with diverse infill housing, and provide opportunities for development of affordable and accessible housing that avoids creating areas of concentrated low-income housing.*

This housing development promotes balanced neighborhoods by providing single-family homes in a multifamily family residential area. The undeveloped tract to the north is zoned R-4, which allows the highest density of any residential zoning district. The manufactured home community to the south is zoned R-2M. The R-3 zoning to the east is developed with duplexes.

#### AMC 21.08.040 Streets Variance Standards

All street rights-of-way shall be dedicated to the public, unless a variance for private streets is approved by the platting board. Applicants for a variance for private streets shall demonstrate the following:

**a. Why a private street is appropriate and preferable to a publicly dedicated street;**

The proposed subdivision and associated planned unit development is a creative use of a single tract of land in a multi-family area to provide single-family homes with garages on fee simple lots. The private street will include a sidewalk along Takotna Loop as well as easements for the necessary utilities. This design appears to be a reasonable alternative that both adequately serves the neighborhood and accommodates emergency response vehicles. The granting of the variance allows for a

private street to be built that will allow for a more compact development of single-family homes.

**b. That a private party is willing and able to maintain a private street to public standards; and**

Allowing the street to be constructed within the tract and associated easements allows for a more compact development matching the style of developments in the surrounding area. The private road will be maintained through a homeowners association. Staff has requested a condition of approval to provide a copy of the homeowners association documents and CC&R's to Planning prior to recording the final plat.

**c. That a private street presents no conflict or obstruction to the orderly expansion of the public street system.**

The subdivision of lots shown on the preliminary plat will provide access to the lots through a street design that provides a compact development, maintained to public standards through a homeowners association, and is designed as a loop which will not conflict to the orderly expansion of the public street system.

**DEPARTMENT RECOMMENDATION**

- A. Approval of the requested variance from the requirement to dedicate street right-of-way to the public in AMC 21.08.040A.1 *Dedication of Streets right-of-way*, all street rights-of-way shall be dedicated to the public, subject to:
1. Recording a suitable plat within 60-months of preliminary approval and any approved time extensions.
- B. Approval of the phasing plan.
- C. Approval of the plat for 60 months subject to the following conditions:
1. Resolve all utility easements.
  2. Resolve with AWWU Planning the need to provide a 40-foot sanitary sewer and water easement for sewer and water mains.
  3. Establish a homeowner's association and provide a copy of the CC&R's to Planning for review and approval.
  4. Place the following notes on the plat:
    - a. The property owners and utilities shall not raise, lower, or re-grade the property in a manner that will alter drainage




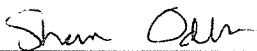
patterns without prior approval from Municipality of Anchorage Building Safety Office.

- b. Property owners and utilities shall not obstruct, impede or alter approved drainage facilities (e.g. swales, ditches) in any way that will adversely impact adjacent properties or rights of way.
- c. The Municipality will not now and will not in the future accept the ownership of, or the maintenance of, or the responsibility for snow plowing or roadway improvements in Tracts 1 & 2. Ownership, maintenance, and snow clearing shall remain the collective responsibility of the property owners of the lots which receive their access off of this tract.
- d. Tracts 1 and 2 are owned and maintained by the homeowner's association.

Reviewed by:

Prepared by:

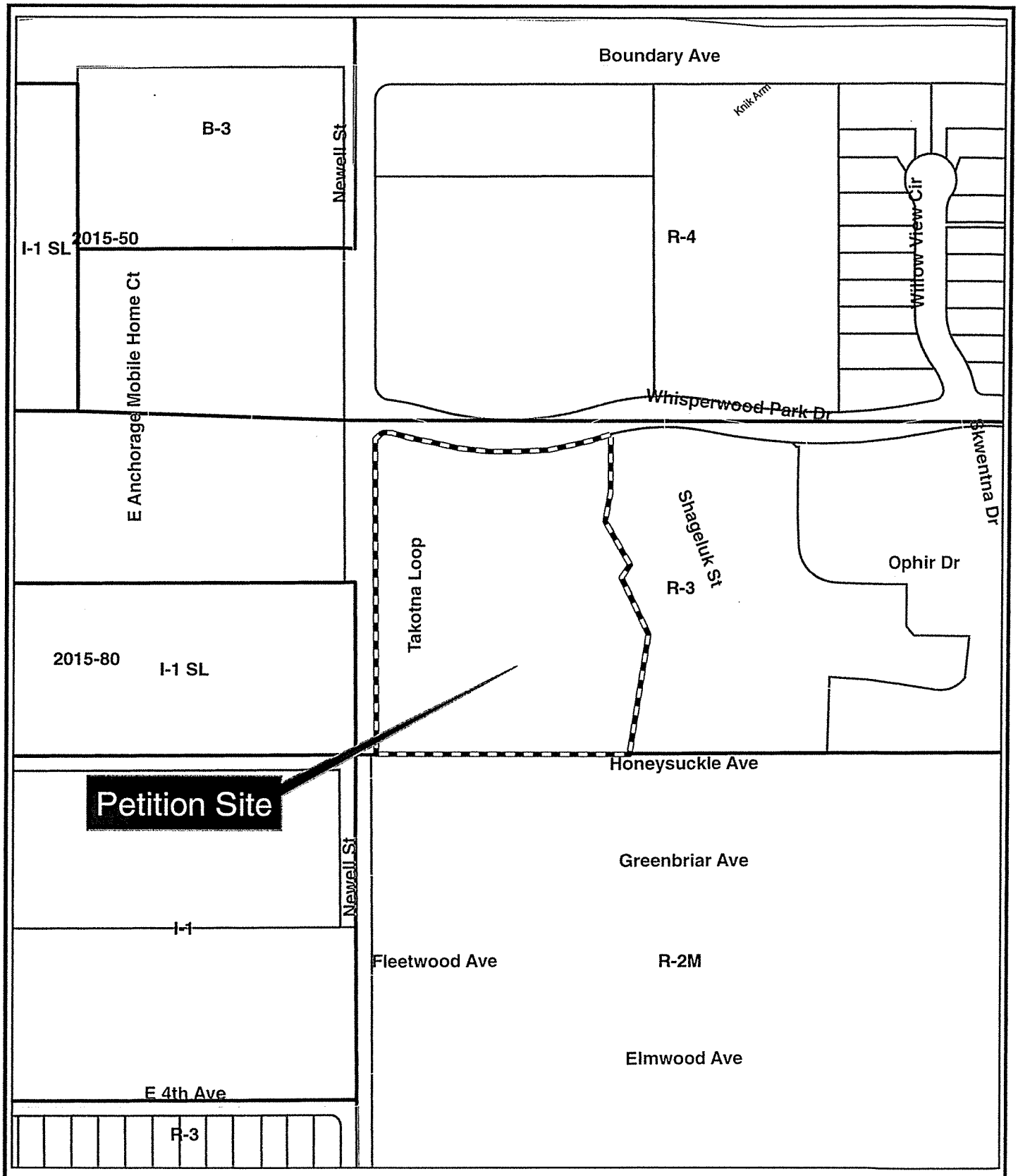
  
\_\_\_\_\_  
Craig H. Lyon  
Director

  
\_\_\_\_\_  
Shawn Odell  
Senior Planner

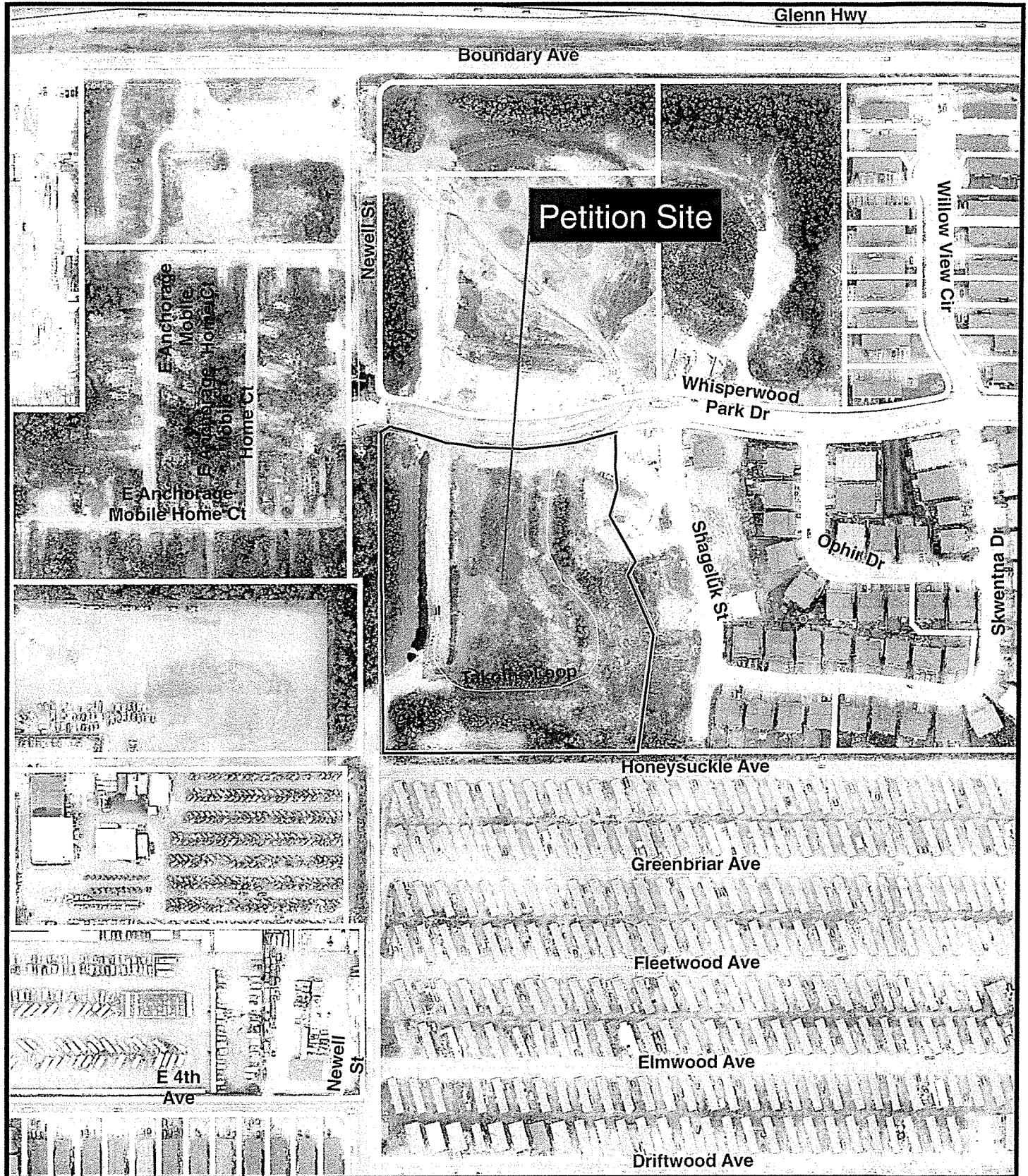
**Case S12667**

# **MAPS**

# S12667



# S12667



Municipality of Anchorage  
Planning Department

Date: 5/24/2022



# **APPLICATION**

# Application for Preliminary Plat

Municipality of Anchorage  
Planning Department  
PO Box 196650  
Anchorage, AK 99519-6650



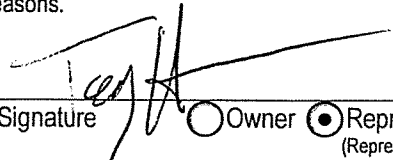
PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) Spinell Homes		Name (last name first) The Boutet Company	
Mailing Address 1900 West Northern Lights		Mailing Address 601 East 57th Place Suite 102	
Anchorage, AK., 99517		Anchorage, AK., 99518	
Contact Phone – Day 907-343-1600	Evening	Contact Phone – Day 907-522-6776	Evening
E-mail andre@spinellhomes.com		E-mail thoffman@tbcak.com	

\*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

PROPERTY INFORMATION			
Property Tax # (000-000-00-000): 0064214100014			
Site Street Address:			
Current legal description: (use additional sheet if necessary) Tract A2, Checkpoint Subd., Plat 2018-39			
Zoning: R-3	Acreage: 6.657	Underlying Plat #: 2018-39	Grid #: SW1238
# Lots: 0	# Tracts: 1	Total # parcels: 1	


PROPOSED SUBDIVISION INFORMATION		
Proposed legal description: (use additional sheet if necessary) Lots 1-56 and Tracts 1 and 2, Birch Meadows Subdivision		
# Lots: 56	# Tracts: 2	Total # parcels: 58

I hereby certify that (I am)(I have been authorized to act for) the owner of the property described above and that I petition to subdivide it in conformance with Title 21 of the Anchorage Municipal Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the subdivision. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department staff or the Platting Authority for administrative reasons.

Signature  ☐ Owner ☒ Representative  
(Representatives must provide written proof of authorization)

Date 4/11/22

Tony Hoffman  
Print Name

Accepted by: 	Poster & Affidavit: 2 x affidavit	Fee: \$15,045.00	Case Number: 512667	Meeting Date: <u>4/25</u> 07/11/2022
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**COMPREHENSIVE PLAN INFORMATION**Improvement Area (per AMC 21.08.050B.): ☒ Class A ☐ Class B**Anchorage 2040 Land Use Designation:**

- ☒ Neighborhood (Residential) ☐ Center ☐ Corridor  
☐ Open Space ☐ Facilities and Institutions ☐ Industrial Area

**Anchorage 2040 Growth Supporting Features:**

- ☐ Transit-supportive Development ☐ Greenway-supported Development  
☐ Traditional Neighborhood ☐ Residential Mixed-use

**Eagle River-Chugiak-Peters Creek Land Use Classification:**

- ☐ Commercial ☐ Industrial ☐ Parks/opens space  
☐ Public Land Institutions ☐ Marginal land ☐ Alpine/Slope Affected  
☐ Special Study ☐ Residential at \_\_\_\_\_ dwelling units per acre

**Girdwood- Turnagain Arm**

- ☐ Commercial ☐ Industrial ☐ Parks/opens space  
☐ Public Land Institutions ☐ Marginal land ☐ Alpine/Slope Affected  
☐ Special Study ☐ Residential at \_\_\_\_\_ dwelling units per acre

**ENVIRONMENTAL INFORMATION** (All or portion of site affected)

- Wetland Classification: ☒ None ☐ "C" ☐ "B" ☐ "A"  
 Avalanche Zone: ☒ None ☐ Blue Zone ☐ Red Zone  
 Floodplain: ☒ None ☐ 100 year ☐ 500 year  
 Seismic Zone (Harding/Lawson): ☐ "1" ☐ "2" ☒ "3" ☐ "4" ☐ "5"

**RECENT REGULATORY INFORMATION** (Events that have occurred in last 5 years for all or portion of site)

- ☐ Rezoning - Case Number:  
☐ Preliminary Plat ☒ Final Plat - Case Number(s): 2018-39  
☐ Conditional Use - Case Number(s):  
☐ Zoning variance - Case Number(s):  
☐ Land Use Enforcement Action for  
☒ Building or Land Use Permit for Master F&G C15-2197, AWWU PS16-007  
☐ Wetland permit: ☐ Army Corps of Engineers ☐ Municipality of Anchorage

**POTABLE WATER AND WASTE WATER DISPOSAL**

- Potable Water provide by: ☒ Public utility ☐ Community well ☐ Private well  
 Wastewater disposal method: ☒ Public utility ☐ Community system ☐ Private on-site

**APPLICATION REQUIREMENTS**

(One of each applicable item is required for initial submittal, additional copies are required after initial submittal)

- ☐ Signed application (original)  
☐ Watershed sign off form, completed  
☐ 8½" by 11" reduced copy of plat  
☐ Certificate to Plat

4 copies required: ☐ Subdivision drainage plan9 copies required: ☐ Topographic map of platted area

16 copies required: ☐ Signed application (copies)  
 (7 copies for a ☐ Preliminary plat  
 short plat) ☐ As-built (if applicable)  
☐ Summary of community meeting(s) (not required for short plat)

(Additional information may be required)

Additional required documents unless specifically waived by Platting Officer:

☐ Soils investigation and analysis reports (4 copies)

Waived by \_\_\_\_\_

# Application for Subdivision Variance

Municipality of Anchorage  
Planning Department  
PO Box 196650  
Anchorage, AK 99519-6650



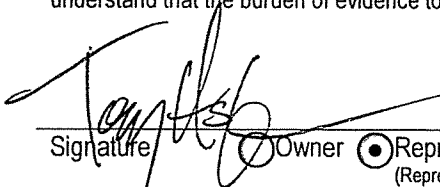
PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) Spinell Homes		Name (last name first) The Boutet Company	
Mailing Address 1900 West Northern Lights		Mailing Address 601 East 57th Place, Suite 102	
Anchorage, AK., 99517		Anchorage, AK., 99518	
Contact Phone – Day 907-343-1600	Evening	Contact Phone – Day 907-522-6776	Evening
E-mail andre@spinellhomes.com		E-mail thoffman@tbcak.com	

\*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

PROPERTY INFORMATION
Property Tax # (000-000-00-000): 0064214100014
Site Street Address:
Current legal description: (use additional sheet if necessary) Tract A2, Checkpoint Subd., Plat 2018-39

REQUEST
The variance is for relief from the requirement to: Dedicate internal street
Associated platting case number (if applicable):

I hereby certify that (I am)(I have been authorized to act for) owner of the property described above and that I am petitioning for an subdivision variance in conformance with Title 21 of the Anchorage Municipal Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the variance. I understand that the burden of evidence to show compliance with the variance standards rests with me, the applicant.

  
Signature

☒ Owner ☐ Representative  
(Representatives must provide written proof of authorization)

4/12/22  
Date

Tony Hoffman

Print Name

Accepted by:

Poster & Affidavit:

Fee

\$945<sup>00</sup>

Case Number

512667

Meeting Date

P2c:  
07/11/2022



### VARIANCE(S) REQUESTED FROM (CODE CITATIONS):

AMC 21. 08.040A.i (Private Street Dedication)

AMC 21.

### APPLICATION REQUIREMENTS

(One of each applicable item is required for initial submittal, additional copies are required after initial submittal)

If associated with a preliminary plat application: ☐ Signed application(original) and ☐ Signed application (16 copies)

If not associated with a preliminary plat application:

1 copy required: ☐ Signed application(original)

16 copies required: ☐ Signed application (copies)

☐ Variance narrative, addressing:

☐ The need for the variance

☐ The effect of granting the variance

☐ An analysis of how the proposal meets the variance standards below

☐ Underlying plat

☐ Proposed plot plan or site plan, to scale (new construction)

☐ Topographic map of site

☐ Photographs

(Additional information may be required.)

### VARIANCE STANDARDS

The Platting Board may only grant a variance if the Board finds that all of the following 4 standards are substantially satisfied. Each standard must have a response in as much detail as it takes to explain how your property's condition satisfies the standard. The burden of proof rests with you.

- a. There are special circumstances or conditions affecting the property such that the strict application of the provisions of the subdivision regulations would clearly be impractical, unreasonable, or undesirable to the general public;
- b. The granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which such property is situated;
- c. Such variance will not have the effect of nullifying the intent and purpose of the subdivision regulations or the comprehensive plan of the municipality; and
- d. Undue hardship would result from strict compliance with specific provisions or requirements of the subdivision regulations. The applicant may supplement the form with supporting documents.

Birch Meadow Subdivision  
SUBDIVISION DESIGN VARIANCE NARRATIVE  
ROAD DEDICATION  
(A.M.C. 21.080.040A.1)

Anchorage Municipal Code AMC 21.08.040A.1 states that "All street rights-of-way shall be dedicated to the public, unless a variance for private streets is approved by the platting board...." . **We are requesting that the road providing access to these lots be encompassed in a 38' private access, utility and open space tract adjacent to the lots as shown on the preliminary plat.**

**Variance Standards**

*There are special circumstances or conditions affecting the property such that the strict application of the provisions of the subdivision regulations would clearly be impractical, unreasonable, or undesirable to the general public;*

**Response:** The application of this requirement is both impractical and unreasonable in that it does not allow fullest and best use of the property. Creating smaller lots will allow for more economical building practices, which is a benefit to the community in that it allows for a lower price point. And the smaller lots would not be possible if we dedicated full width roads. The homeowners association will be responsible for plowing, snow removal and maintenance of the road.

*The granting of the specific variance will not be detrimental to the public welfare or injurious to other property in the area in which such property is situated;*

**Response:** The requested variance does not affect any other properties adjacent to the proposed subdivision. Since the road and roadway improvements will be privately maintained by the homeowners association there is a cost benefit to the public.

*Such variance will not have the effect of nullifying the intent and purpose of the subdivision regulations or the comprehensive plan of the municipality; and*

**Response:** The requested variance does not negate any other subdivision standard, and in fact enhances the maximum use of the property. Approval of the variance will allow the development to proceed in a smaller footprint, thereby creating less disturbance to the property.

*Undue hardship would result from strict compliance with specific provisions or requirements of the subdivision regulations.*

**Response:** Strict compliance with this requirement would create undue hardship, since it would preclude effective, responsible development of the property. As noted in the narrative, this style of development has occurred throughout the Checkpoint and Whisperwood Community and it is difficult to ascertain where the public road dedication ends and the private roads begin.

**ADDITIONAL VARIANCE REQUIREMENTS (AMC 21.08.040A.1)**

Anchorage Municipal Code AMC 21.080.040A.1 states that "All street rights-of-way shall be dedicated to the public, unless a variance for private streets is approved by the platting board. Applicants for a variance for private streets shall demonstrate the following:"

- a. *Why a private street is appropriate and preferable to a publicly dedicated street;*  
**Response:** Allowing the street to be constructed is preferable in that it allows for a more “compact” development, since it has a narrower effective roadway and the building setback is not so deep from the edge of road (compared to a full 60 foot ROW). Also, the Municipality will not be required to maintain the road, a saving in cost and manpower to the city.
- b. *That a private party is willing and able to maintain a private street to public standards...*  
**Response:** The developer will be required to build the road, and form a binding homeowners association that will have the required dues structure to maintain the road.
- c. *That a private street presents no conflict or obstruction to the orderly expansion of the public street system...*  
**Response:** The proposed road is an internal loop, with no possible connections to any other developed road.

# Authorization Certificate

Date: 1/21/2022

Current Project Legal: Tract A2, Checkpoint Subd

Proposed Legal: Birch Meadow~~x~~ Subd, Lots 1-56 and Tracts 1&2

Type of Authorization: Preliminary Plat and Site Plan Applications

Statement:

I hereby authorize The Boutet Company Inc. to represent me in the Municipality of Anchorage Platting and Site Plan Applications of the above described property.

Thank you,

**Andre Spinelli**

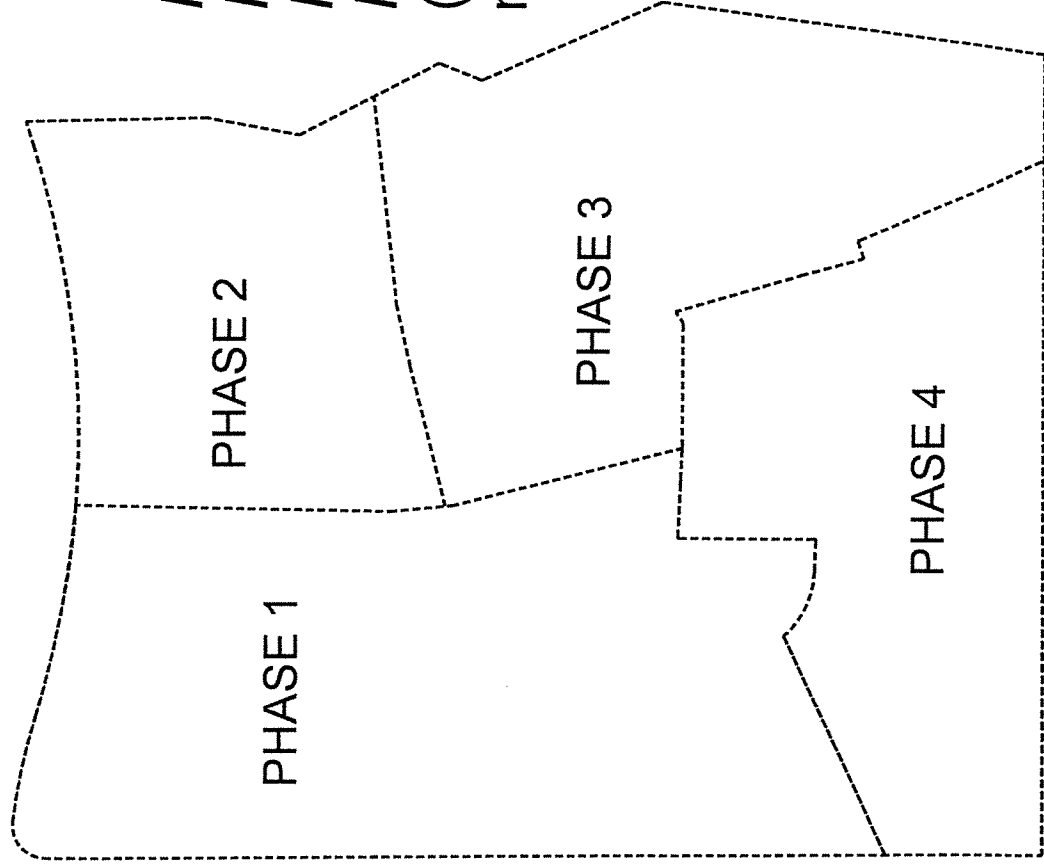
Digitally signed by Andre Spinelli  
DN: cn=Andre Spinelli, o, ou,  
email=andre@spinellhomes.com, c=US  
Date: 2022.01.28 14:46:55 -09'00'

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Andre Spinelli, Spinell Homes

S12667

P2C: 07/11/2022 **20**



Phase 1: 2022-2023  
Phase 2: 2023-2024  
Phase 3: 2024-2025  
Phase 4: 2025-2026  
(Dates are subject to  
market demand)

## PHASING PLAN

S12667

P2C: 07/11/2022



**WMS WATERCOURSE MAPPING SUMMARY**

Per the requirements for watercourse verification outlined in Project Management and Engineering Operating Policy and Procedure #8 and Planning Department Operating Policy and Procedure #1 (effective June 18, 2007), MOA Watershed Management Services has inspected the following location for the presence or absence of stream channels or other watercourses, as defined in Anchorage Municipal Code (21.35).

- Project Case Number or Subdivision Name: Checkpoint Subdivision
- Project Location, Tax ID, or Legal Description: Tract A2 (parcel #00642141)
- Project Area (if different from the entire parcel or subdivision): \_\_\_\_\_

In accordance with the requirements and methods identified, WMS verifies that this parcel, project area, or application:

X KBC **DOES NOT** contain stream channels and/or drainageways, as identified in WMS field or archival mapping information.\*

\_\_\_\_\_ **DOES** contain stream channels and/or drainageways **AND** these are located and identified on submittal documents in general congruence with WMS field and archival mapping information.

*New or additional mapping **IS NOT REQUIRED**.*\*

\_\_\_\_\_ Contains stream channels and/or drainageways **BUT** one or more streams or other watercourses:

- are **NOT** shown on submittal documents, or
- are **NOT** depicted adequately on submittal documents for verification, or
- are **NOT** located or identified on submittal documents in general congruence with WMS field and archival mapping information.

*New or additional mapping **IS REQUIRED** and must be re-submitted for further review and verification.*\*

\_\_\_\_\_ Presence of stream channels and/or drainageways is unknown **AND** field verification is not possible at this time. WMS will verify as soon as conditions and prioritized resources allow.

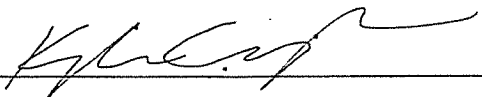
\* Streams omitted in error by WMS or others remain subject to MOA Code and must be shown in new mapping upon identification of the error.

**ADDITIONAL INFORMATION:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Y <input type="checkbox"/> N | WMS written drainage recommendations are available.      | <input type="checkbox"/> Preliminary <input type="checkbox"/> Final |
| <input type="checkbox"/> Y <input type="checkbox"/> N | WMS written field inspection report or map is available. | <input type="checkbox"/> Preliminary <input type="checkbox"/> Final |
| <input type="checkbox"/> Y <input type="checkbox"/> N | Field flagging and/or map-grade GPS data is available.   |   |

Inspection Certified By:

Date:



1/19/2022

S12667

P2C:07/11/20



# Anchorage Water & Wastewater Utility



## AWWU REQUIRED INFORMATION FOR PRE-PLATTING

- Project Case Number or Subdivision Name: Checkpoint Subd
- Project Location, Tax ID, or Legal Description: Checkpoint Subdivision Tract A2  
Tax ID: 006-421-41
- Is this parcel located within AWWU's certificated service area? ----- ☒ / N
- Is a water key box located on each parcel? ----- Y / ☒
  - Does this service meet DCPM Standard? ----- Y / N
- Is sewer stubbed to each parcel? ----- Y / ☒
  - Does this service meet DCPM Standard? ----- Y / N
- Are there any water or sewer connections that require removal? ----- Y / ☒
- Are there any additional easements needed? ----- Y / ☒
- Have any Private System plans been submitted for review? ----- Y / ☒
- Are any of the lots subject to extended connection or other agreements? ----- Y / ☒
- Does this platting action consolidate a previously connected (on-property) parcel with an unassessed parcel? ----- Y / ☒

If the parcel or subdivision is within an assessment area, please populate the table below with the relevant information (as balances may change year to year, this table represents a point in time as specified in the column "Year").

	Levied	Assessment Balance	Year
Water Lateral	Y / N		
Water Transmission	<input checked="" type="checkbox"/> / N		
Sewer Lateral	Y / N		
Sewer Trunk	<input checked="" type="checkbox"/> / N		

- Comments:  
AWWU water and sanitary sewer are available to the parcel. AWWU has no comments on the proposed platting action.

Verified By (AWWU):

Date:

4/11/22

Anchorage Water & Wastewater Utility



Clearly

3000 Arctic Boulevard • Anchorage, Alaska 99503  
Phone 907-564-2774 • Fax 907-562-0824 • [www.awwu.biz](http://www.awwu.biz)



S12667

P2C: 07/11/2022





The Boutet Company, Inc.  
601 E. 57th Place, Suite 102  
Anchorage, Alaska 99518

Phone 907.522.6776  
Fax 907.522.6779

1/21/2021

T'Shailla Baker, President  
Northeast Community Council  
Phone: 907.231.2458  
Email: [northeastcommunitycouncil@gmail.com](mailto:northeastcommunitycouncil@gmail.com)  
Subject: Zoom presentation for Checkpoint Subdivision

Dear Ms. Baker:

This letter will serve as the written summary of the of our presentation to the local residents regarding the planned subdivision and development of the property located at the corner of Newell Street and Whisperwood Park Drive.

The owner/petitioner (Andre Spinelli) and myself made a brief presentation to the attendee of the zoom meeting Wednesday night (1/19/2022). Notifications for the meeting were sent out 12/23/2021. There was one local resident from Skwetna Drive that attended the meeting.

The presentation by the petitioner included the proposed subdivision and Conditional Use application process' that will be utilized to get the entitlement. In summary, the subdivision application will create fee simple lots instead of multiple homes on a single, large tract. It was pointed out during the presentation that the **development is already approved as a condominium style development**, the only difference being the creation of 56 small lots. There will be no change to road or utility layouts that are already approved.

Questions and concerns voiced by the attendee included:

- **How long will it take for the development to be built?**
  - *Answer: The development will take approximately 2-3 years after approval to be built out.*
- **Will this plan mean that the homeowner dues will be increased?**
  - *Answer: No. This development of 56 homes will only encompass the homes within its boundaries*
- **Will the planned development block or extend the roads in the area (specifically Shageluk or Newell Street)?**
  - *Answer: No. There are no plans to extend Shageluk south into the 4 Seasons Trailer Park. Additionally, it is not inside the boundaries of this subdivision. Newell Street, on the west side of the subdivision, is a "collector" road and will not be developed or extended south as part of this subdivision.*

Thank you for the opportunity to present to the council. Please do not hesitate to contact either Andre Spinelli (907-343-1600) or myself if you have any questions.

Sincerely  
Tony Hoffman, PLS  
The Boutet Company  
[thoffman@tbcak.com](mailto:thoffman@tbcak.com)

Community Meeting  
Announcement

You are invited to listen to a brief presentation regarding a proposed single family lot subdivision, located south of Whisperwood Park Drive, east of Newell Street and north of Four Season Trailer Park. The legal description is Tract A2, Checkpoint Subdivision. Tax i.d. 006-421-41-000. The subdivision plat approval will also include a *Conditional Use Permit for Residential Planned Unit Development (PUD)*.

Visit the Spinell Homes website at [www.spinellhomes.com](http://www.spinellhomes.com) for more information in the weeks to come.

Contact Andre Spinelli at (907)343-1600

or

Tony Hoffman at (907)522-6776

Boutet Company  
601 East 57<sup>th</sup> Place, Suite 102  
Anchorage, AK, 99518

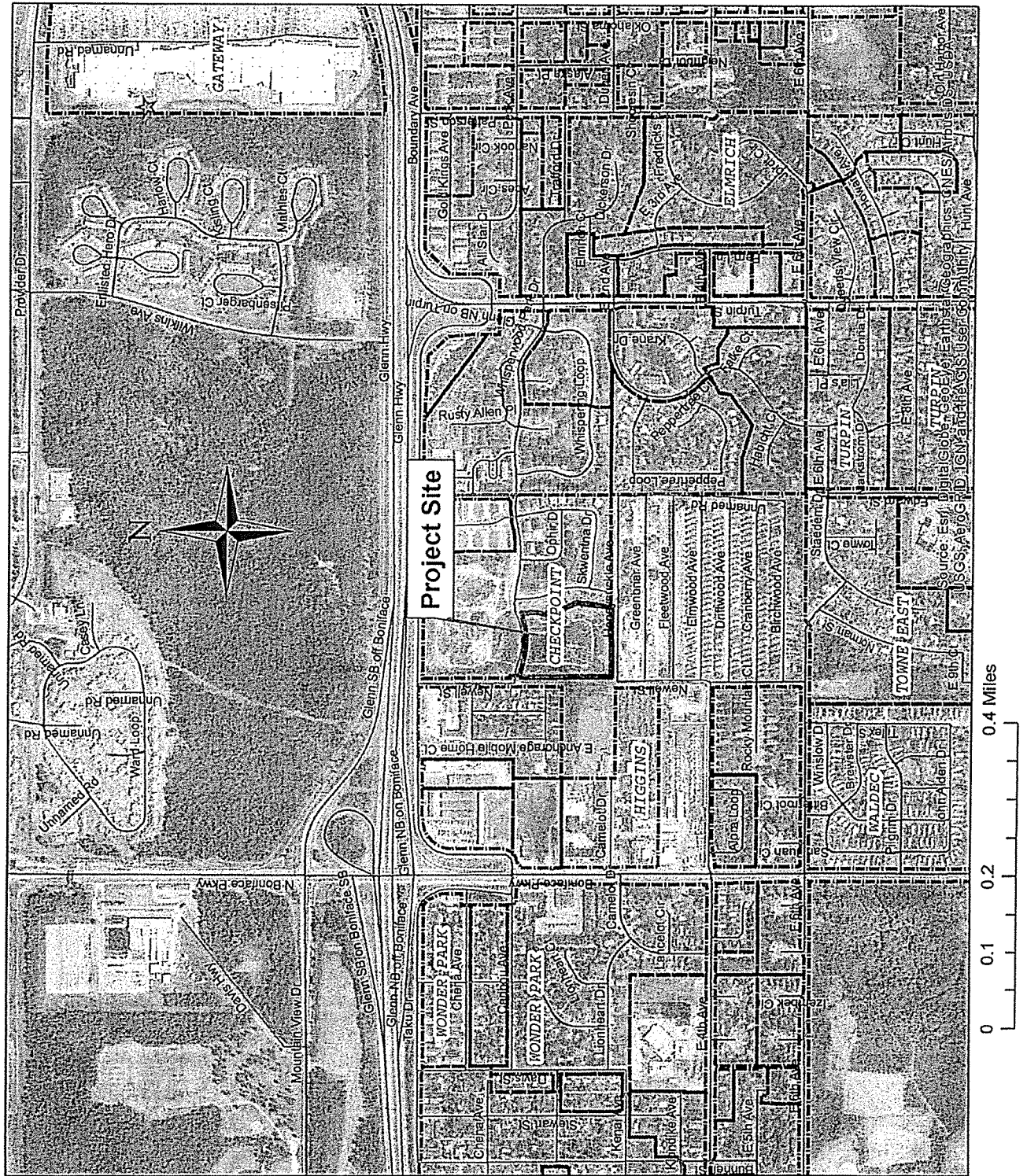
[Recipient Name]  
[Address]  
[City, ST ZIP Code]

Date: Thursday, January 19th, 2022.  
7:00 P.M. (Alaska Time)  
Join Zoom Meeting  
<https://us06web.zoom.us/j/82222753384>

Meeting ID: 822 2275 3384  
Passcode: 653213  
One tap mobile  
+16699006833,,82222753384#,,,,\*653213# US  
(San Jose)  
+12532158782,,82222753384#,,,,\*653213# US  
(Tacoma)

Dial by your location  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)

# Project Location Map



A  
L  
A  
S  
K  
A

**2018-003734-0**

Recording Dist: 301 - Anchorage  
1/31/2018 09:49 AM Pages: 1 of 3



Return to:

Municipality of Anchorage  
Development Services Department  
Private Development Section  
4700 Elmore Road  
Anchorage, AK 99507

Anchorage Recording District

Checkpoint, Tract A2  
File No. 16-005  
CC No. 761602

**NOTICE OF SUBDIVISION AGREEMENT**

MOA/CDD/PD File No. 16-005  
Preliminary Platting Case No. S-12162  
Zoning of Subdivision: R-3  
Improvement Requirement Area:

- ☒ Urban
- ☐ Suburban
- ☐ Rural
- ☒ Underground Utility Zone

PLEASE TAKE NOTICE that pursuant to the provisions of Section 21.08.060 of the Anchorage Municipal Code, a Subdivision Agreement, dated January 26th, 2018 has been entered into between the **MUNICIPALITY OF ANCHORAGE** and **SPINELL HOMES, INC.**, the Developer. This Subdivision Agreement requires that the Developer construct and install certain public improvements, and the agreement is available for public inspection at Development Services Department, Private Development Section, 4700 Elmore Road, Anchorage, Alaska.

NOTE: This Subdivision Agreement does not create a lien on the property.

The real property which is the subject of the Subdivision Agreement is located in the Municipality of Anchorage (Anchorage Recording District), is shown on Exhibit A herein, and is described as:

**Tract A, Checkpoint Subdivision, according to Plat No. 2012-96, located within the NW ¼ Section 14, T13N, T13N, R3W, Seward Meridian, Anchorage Recording District, third judicial district, and containing 16.202 Acres, with easement vacations per resolution No. 2015-014.**

Checkpoint, Tract A2  
File No. 16-005  
CC No. 761602

A Preliminary Plat, which has not been filed for record, describes the real property (hereinafter the "Subdivision") as:

**Checkpoint Subdivision, Tracts A1 & A2**

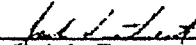
a subdivision of

**Tract A, Checkpoint Subdivision, according to Plat No. 2012-96, located within the NW ¼ Section 14, T13N, T13N, R3W, Seward Meridian, Anchorage Recording District, third judicial district, and containing 16.202 Acres, with easement vacations per resolution No. 2015-014.**


A Final Plat for this Subdivision, which modifies the legal description contained herein, may be filed for record pursuant to the provisions of Chapter 21.15 of the Anchorage Municipal Code. This Final Plat will describe and identify all lots and parcels in this Subdivision. This property is located within the Anchorage Recording District.

Dated at Anchorage, Alaska this <sup>26<sup>th</sup></sup>~~22~~ day of January, 2018.

MUNICIPALITY OF ANCHORAGE

  
\_\_\_\_\_  
Jack L. Frost  
Director, Development Services

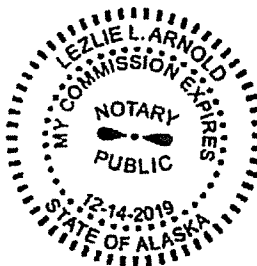
DEVELOPER

  
\_\_\_\_\_  
Andre Spinetti, Authorized Agent  
Spinell Homes, Inc.  
1900 Northern Lights Blvd  
Anchorage, Alaska 99515



STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

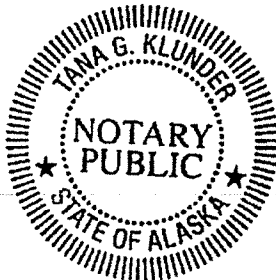
On this 22 day of January, 2018, before me personally appeared Andre Spinelli, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Authorized Agent of Spinell Homes, Inc., and that said document was signed for and on behalf of said corporation by authority of its bylaws (or of a Resolution of its Board of Directors), and acknowledged to me that said corporation executed the same.



[Signature]  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 12-14-19

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Jan., 2018, by Jack L. Frost, Director of Development Services for the Municipality of Anchorage, an Alaska corporation, on behalf of the corporation.



[Signature]  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: Mar. 10, 2019





RETURN TO: Anchorage Water and Wastewater Utility  
Engineering, Private Development Unit  
Attn.: Ali Turker  
3000 Arctic Blvd.  
Anchorage, AK 99503-3898

Anchorage Recording District

**CHECKPOINT SUBDIVISION**  
**WATER MAIN EXTENSION AGREEMENT**

AWWU File: W20-002      AMS: 2875  
Plat: 2018-39      Zoning: R3

THE MUNICIPALITY OF ANCHORAGE, (hereinafter the Municipality or MOA), a municipal corporation, and SPINELL HOMES, INC. (hereinafter the Developer) enter into the following Agreement this 27th day of May, 2020.

ANDRE C. SPINELLI executes this Agreement on behalf of the Developer. It is understood that the Developer is a corporation and that the person who executes this Agreement on behalf of the Developer does so in the capacity of an Authorized Agent. ANDRE C. SPINELLI warrants that he has the authority to execute this Agreement on behalf of the Owner and Developer of the property which is the subject of this Agreement. The parties to this Agreement shall accept notices at the following addresses and telephone numbers:

**DEVELOPER**

Spinell Homes, Inc.  
1900 W Northern Lights Blvd, Suite 200  
Anchorage, AK 99517  
Phone: (907) 344-5678  
Fax: (907) 344-1976  
Email: [andre@spinellhomes.com](mailto:andre@spinellhomes.com)

**MUNICIPALITY**

Municipality of Anchorage  
Water and Wastewater Utility  
Attention: Ali Turker  
3000 Arctic Boulevard  
Anchorage, AK 99503-3898  
Phone: 564-2747  
FAX: 562-0824  
Email: [ali.turker@awwu.biz](mailto:ali.turker@awwu.biz)

The real property which is the subject of this Agreement (hereinafter the Property) is located within the Anchorage Recording District and the Anchorage Water Utility Service Area as certificated by the Regulatory Commission of Alaska, and is described as:

**CHECKPOINT SUBDIVISION**

Tracts A1 and A2

(Plat: 2018-39, Grid: SW1238)

A subdivision of Tract A, Checkpoint Subdivision, according to plat no. 2012-96, located within the NW1/4, SEC14, T13N, R3W, S.M., Anchorage Recording District, Third Judicial District, Alaska.

This legal description is taken from the plat no. 2018-39 for the subdivision. See attached map for approximate location of Property.

**Section 1 The Project.**

- A. The Developer shall provide a complete water distribution system to serve the Property in conformance with the Water Master Plan adopted by the Municipality. The water system shall include all water facilities necessary to provide water service to each lot and/or parcel and shall make adequate fire protection available throughout the Property as determined by the Municipal and or State Fire Marshal.

The purpose of this project is to test and verify approximately 665 linear feet of existing 12-Inch Ductile Iron Pipe (DIP) and 145 linear feet of 8-inch DIP water mains to AWWU standards. These existing pipes were constructed through Private Development Project No. W06-028 Checkpoint, Phase 2, water main

extension agreement, recorded in Anchorage Recording District on November 17, 2005, Document No. 2005-083450-0. These water mains were never tested and accepted by AWWU. The W05-028 Checkpoint, Phase 2 water main extension agreement was cancelled through Certificate of Cancellation which was recorded in Anchorage Recording District on April 28, 2014, Document No. 2014-015670-0.

- B. The Developer shall test and verify approximately 565 linear feet of existing 12-inch DIP and 145 linear feet of Existing 8-inch DIP water distribution system and facilities. The Developer shall pay the entire cost of testing and verifying the existing water system described above in Section 1. The Project, paragraph A. The total cost of testing and verifying water facilities under this Agreement is estimated to be as indicated in Section 2 below. This estimate shall be used to compute the project cost deposit as required by Paragraph 2.03 of Article II of this Agreement.
- C. In the event the proposed water distribution system to be constructed under the terms of this Agreement serves other parcels of land which are not owned by the Developer, then no construction may commence until one of the following acts has been completed: [AS 42.05.385 (a) through (e)]
1. The Developer submits a signed, notarized statement to Anchorage Water and Wastewater Utility (AWWU), waiving all claims for future reimbursement from AWWU for providing water service to such other parcels of land.
  2. The owner of record of each such other parcel of land served, signs a notarized statement acknowledging his liability to pay AWWU an assessment if his parcel connects to the proposed water main within three (3) years from the date AWWU accepts the water main, and indicating his non-objection to the construction of the proposed water main.
  3. The Anchorage Municipal Assembly approves the construction of the proposed water main by authorizing the Municipality to execute this Agreement.

## **Section 2 Estimated Project Costs.**

The Estimated Costs itemized below are predicated on the estimates provided by the Developer or his agents.

### **A. Developer's Estimated Cost:**

Estimated testing and verification of approximately 565 linear feet of Existing 12-inch DIP and 145 linear feet of Existing 8-inch DIP water distribution system and facilities: \$ 26,000.00

Estimated consultant engineering and contract administrative charges: \$ 4,000.00

Estimated Municipal project administration and inspection costs (refer to Article 2.03 of this agreement): \$ 2,000.00

TOTAL ESTIMATED DEVELOPER'S COST: \$ 32,000.00

### **B. Municipality's Estimated Share of Oversizing Cost:** N/A

### **C. TOTAL ESTIMATED PROJECT COST:** \$ 32,000.00





**Section 3 Water Assessment Charges.**

The Developer agrees to pay the Municipality a per square foot assessment charge in lieu of water improvement district assessments for the Developer's benefit of currently existing water mains adjacent to or within the Property.

- A. The Developer shall pay, where applicable, an assessment charge of \$0.00\* per square foot of assessable property, as its share of the cost of constructing the currently existing water mains adjacent to or within the Property. Said assessment charges shall become due and payable no later than ninety (90) days after the later of (i) the date on which the water main constructed under the terms of this Agreement passes a substantial completion inspection by the Utility and is available for customer service, or (ii) the date of this Agreement or an Amendment to this Agreement which first sets forth the assessment. Water assessment charges not paid in full by the date due shall bear interest from the date the first installment is due at an annual interest rate equal to the most recent Commission authorized or accepted cost of capital of the Anchorage Water Utility as of the date an assessment is levied (AWWU Water Tariff Rule 8.5.B). In addition, the Developer shall pay an annual Special Assessment Administrative Fee (SAAF, per AWWU Water Tariff Rule 13.1.8.7), also referred to as Special Assessment Collection Charge (SACC, per Municipal Code Title 19.20.265) as outlined in section 3(H) herein.

Water assessment charges shall be paid in installments as follows:

<u>AMOUNT OF ASSESSMENT</u>	<u>INSTALLMENT SCHEDULE</u>
Less than \$500	1 lump sum payment
\$500 or more but less than \$1,000	2 equal annual installments
\$1,000 or more but less than \$2,500	5 equal annual installments
\$2,500 or more but less than \$5,000	10 equal annual installments
\$5,000 or more but less than \$7,500	15 equal annual installments
\$7,500 or more but less than \$15,000	20 equal annual installments
\$15,000 or more but less than \$25,000	25 equal annual installments
Amounts over \$25,000	30 equal annual installments

- B. Not Used.
- C. The individual lots, which shall accrue an assessment charge, are as follows:

**CHECKPOINT SUBDIVISION**

(Plat: 2018-39, Grid: SW1238)

Interest Rate: 5.33%					
Tract	Property TAX CODE	Total Area (SqFt)	Assessable Area (SqFt)	Rate (\$/Sq.Ft.)	Water Principal (\$)
A1	00642140	333,354	72,809	\$0.00*	\$0.00*
A2	00642141	289,968	58,582	\$0.00*	\$0.00*

\*NOTE: Water assessments will be charged at \$0.00 per square foot of benefited property. Developer will contribute main in lieu of assessments.

Assessment charges for the above lots are/will be calculated in accordance with the Anchorage Water Utility Tariff and the Anchorage Municipal Code in effect on the date this Agreement is executed.

- D. Not Used.



- E. All charges payable by the Developer under this Agreement are a lien upon the Property. In addition to pursuing any other remedy provided by law, the Municipality may recover any past due charges in the same manner as delinquent special assessments are collected; that is, by foreclosure and sale of the Property. The Municipality shall release this lien upon the Property, or any lot or parcel within the Property, when the charges for the Property, or the charges for any lot or parcel within the Property, have been paid.
- F. All outstanding charges shall be paid when the Developer transfers the Property, or any lot or parcel within the Property, to another; provided, however, that if for any reason such payments are not made at the time of transfer, the charges shall be billed to the Owner of record of said Property at the time of billing.
- G. Upon the Developer's full performance of all its obligations under this Agreement, that portion of the Property considered under the provisions of the Anchorage Water Utility Tariff to be legally served with water will be omitted from any future water improvement districts which may be formed to provide water service to adjacent properties.
- H. In addition to all other charges, the Developer shall pay an annual special assessment administrative fee, also referred to as annual administrative fee or annual collection charge (AWWU Water Tariff Rule 13.1.8.7) for all billable assessment accounts.

**Section 4 Reimbursement for Water Service to Other Properties.**

- A. After the Municipality accepts the water system constructed by the Developer under this Agreement, other parcels of land, which are benefited by the water system but not referred to in this Agreement as the Property, may request water service. During the first three (3) years immediately following the completion of a successful final inspection of the water system constructed by the Developer, and upon receipt of a request for water service to such other parcels, the Municipality shall initiate action to collect a levy upon connection assessment from the connecting parcels. The levy upon connection assessment shall be determined in accordance with the Water Utility Tariff in effect on the date the benefited parcel is connected to the water system, and shall be reimbursed to the Developer as authorized by that Tariff. No reimbursement shall be due if the Developer fails to provide the Anchorage Water Utility with a certified project cost statement and an as-built Mylar drawing of the water system constructed within 180 days of the date a successful final inspection was performed on the water distribution system constructed. Parcels of land submitting a request for water service following completion of the three (3) year period mentioned above shall be granted permission to connect to the water system constructed by the Developer without paying a levy upon connection charge and without any reimbursement to the Developer. Parcels of land to be benefited by the construction of this water system include:

NONE

- B. The proposed service to the above parcels is based on a preliminary routing of the water distribution system and shall be revised, if necessary, in accordance with as-built construction. The above specified parcels are inserted for planning purposes only.
- C. It is understood that in no case shall the Municipality reimburse the Developer until such time as the benefited property owner makes payment of, or enters into a formal agreement to make payment of, his water levy upon connection charges to the Municipality.

**Section 5 Special Provisions.**

Section Not Used.



## ARTICLE I

### GENERAL PROVISIONS

#### 1.01 Application of Article.

Unless this Agreement expressly provides otherwise, all provisions of this Article apply to every part of this Agreement.

#### 1.02 Permits, Laws and Taxes.

The Developer shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Developer shall pay all taxes pertaining to its performance under this Agreement.

#### 1.03 Relationship of Parties.

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer or any contractor or subcontractor of the Developer be deemed an agent, employee or partner of the Municipality, or otherwise associated with the Municipality other than, in the case of the Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the Municipality, or otherwise associated with the Municipality other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provisions of this Paragraph.

#### 1.04 Engineer's Relation to Municipality.

Notwithstanding Paragraph 2.01, of Article II, or any agreement whereby the Municipality reimburses the Developer's engineering costs; an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner or contractor of the Municipality, or otherwise associated with the Municipality.

#### 1.05 Developer's Responsibility.

The Developer shall be solely responsible for the total performance of all terms, covenants and conditions of this Agreement notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or condition hereof.

#### 1.06 Developer's Assumption and Indemnification.

The Developer shall indemnify, hold harmless and defend the Municipality of Anchorage for any claims, actions, charges, liabilities, obligations, penalties, damages, costs and expenses (including costs and attorney's fees) arising, claimed or charged against the Municipality for damage to property or injury to or death of persons, arising wholly or in part from any action taken by or failure to be taken by the Developer (including, but not limited to, its employees, officers, agents, contractors, subcontractors, licensees or similar persons), the Municipality in relation to the project. The liability assumed by the Developer pursuant to this paragraph includes but is not limited to claims for labor and materials furnished for the construction of the improvements.

#### 1.07 Disclaimer of Warranty.

Notwithstanding this Agreement or any action taken by any person hereunder; neither the Municipality nor any municipal officer, agent or employee warrants or represents the fitness, suitability, or merchantability of any property, plan, design, material, workmanship or structure for any purpose.



**1.08 Cost of Documents.**

All plans, reports, drawings or other documents that this Agreement requires the Developer to provide the Municipality shall be furnished at the Developer's expense.

**1.09 Assignments.**

- A. Except insofar as subparagraph B of this Provision specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the Municipality to invoke any remedy available to it under Paragraph 1.10 of this Article.
- B. The Developer may not assign its interest or delegate its duties under this Agreement unless expressly permitted in writing by the Municipality.

**1.10 Default: Municipality's Remedies.**

- A. The Municipality may declare the Developer to be in default:
  - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
  - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement, provided the Municipality gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or, if the failure requires more than thirty (30) days to cure, the Developer fails within 30 days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default the Municipality may do any one or more of the following:
  - 1. Terminate this Agreement without liability for any obligation maturing subsequent to the date of the termination.
  - 2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements, after giving seven (7) day notice in writing to the Developer. The Developer shall be liable to the Municipality for any costs thus incurred. The Municipality may deduct any costs thus incurred from any payments then or thereafter due the Developer from the Municipality, whether under this Agreement or otherwise.
  - 3. Exercise its rights under any performance or warranty guarantee securing the Developer's obligations under this Agreement.
  - 4. Pursue any appropriate judicial remedy including but not limited to an action for injunction and civil penalties pursuant to the Anchorage Municipal Code.

**1.11 Non-Waiver.**

The failure of the Municipality at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of the Agreement or any part hereof, or the right of the Municipality thereafter to enforce each and every provision hereof.

**1.12 Effect of Standard Specifications and AWWU Design and Construction Practices Manual.**

The Municipality of Anchorage Standard Specifications (MASS) and the Anchorage Water and Wastewater Utility Design and Construction Practices Manual in effect at the time this



Agreement is executed, as well as Title 18 of the Alaska Administrative Code and the State of Alaska criteria adopted for the design of water and/or sanitary sewer facilities, shall be the minimum standards for performance under this Agreement unless otherwise specifically provided in writing. Definitions or other provisions in the standard specifications describing the relationships and responsibilities of parties to Municipal construction contracts do not apply herein to the extent that they conflict with any provision of this Agreement.

**1.13 Amendment.**

The parties may amend this Agreement only by mutual written agreement, which shall be attached hereto.

**1.14 Jurisdiction: Choice of Law.**

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the Municipality of Anchorage and State of Alaska shall govern the rights and duties of the parties under this Agreement.

**1.15 Definitions.**

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "ACCEPTANCE" by the Municipality means a determination that an improvement meets municipal construction standards, and does not refer to accepting a dedication of the improvement by the Developer.
- B. "AS-BUILT DRAWINGS" means the plan and profile reproducible mylar drawings, verified by a registered professional engineer, to be the actual horizontal and vertical alignment, distance, grade, amounts, etc. depicting the true location of utility improvements actually constructed.
- C. "AWWU" means the Anchorage Water and Wastewater Utility.
- D. "CERTIFIED COST STATEMENT" means an itemized statement provided to AWWU of costs certified by the Developer to be the actual and final costs of water and/or sanitary sewer facilities constructed. A copy of the final pay estimate and/or other applicable billings sufficient to verify all costs shall be included. A form to be used when reporting certified costs shall be provided by the Municipality.
- E. "AWWU DESIGN AND CONSTRUCTION PRACTICES MANUAL" are the Utility minimum standards for design of water and sanitary sewers in the Municipality of Anchorage.
- F. "FINAL INSPECTION" means that inspection performed by the Municipality after completion of all improvements required of the Developer under the terms of this Agreement. All improvements must satisfactorily complete a final inspection before placing any part of the improvements under warranty.
- G. "IMPROVEMENTS" means work which the Developer is required to perform under the terms of this Agreement.
- H. "MUNICIPALITY" for the purposes of administering this Agreement, means the General Manager of the Anchorage Water and Wastewater Utility, or his designee.
- I. "RECORD DRAWINGS" means the plan and profile reproducible Mylar drawings, verified by a registered professional Engineer to be the horizontal and vertical alignment, distance, grade, amounts, etc. as reflected in survey notes, contractor's notes, line and grade notes, and engineer's notes, and as relates to the basic control rather than the construction stake line. When record drawings are submitted the engineer shall identify the contractor's name and address; a reference to the line and grade survey book number; the engineering firm's name and address, and a reference to the engineering survey book number. Record drawings will only be accepted as a



Checkpoint Subdivision, Tracts A1 & A2  
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substitute for as-built drawings if the Developer's engineer notes which portion of the drawing information was provided by the contractor, which by the line and grade person, and which by the engineer.

- J. "STANDARD SPECIFICATIONS" for purposes of this agreement, means those construction specifications maintained and periodically reviewed and modified by the Municipality of Anchorage which are published as the Municipality of Anchorage Standard Specifications.
- K. "SUBSTANTIAL COMPLETION" means that state or event at which the improvements have passed requisite tests and inspections, performed or witnessed by the Municipality of Anchorage, and are available for the beneficial use for the purpose and in the manner intended by the agreement document and approved plans.
- L. "WARRANTY INSPECTION" means that inspection performed by the Municipality at the end of the two-year warranty period. All improvements must satisfactorily complete a warranty inspection before final acceptance of the improvements by the Municipality.
- M. "WATER/SANITARY SEWER EXTENSION" means that water or sanitary sewer line which reaches from the water or sanitary sewer service connection to the structure and is generally located on private property.
- N. "WATER/SANITARY SEWER SERVICE CONNECTION" means the pipe and appurtenances required to connect an individual property or facility to the water or sanitary sewer main and which terminates at the property line or easement limit and shall not include the necessary further extension of the water or sanitary sewer system onto private property.



## ARTICLE II

### PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for construction of the improvements or commence construction until the requirements of Paragraphs 2.01 through 2.08 below have been met.

#### 2.01 Engineer.

- A. The Developer shall retain an Engineer registered as a Professional Engineer under the laws of the State of Alaska to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of the work described herein in accordance with the Municipality's recommended procedures for consulting engineers. If this agreement requires the Municipality to reimburse the Developer for engineering costs, the professional fee schedule of the Engineer shall be attached as an appendix hereto.

The Developer has retained BRANDON MARCOTT, P.E License CE 12601, license expiration date, 12/31/2021.

Firm: Triad Engineering  
Mailing Address: P.O. Box 111989  
Anchorage, Alaska 99511  
Telephone No.: (907) 344-3114  
Fax No.: N/A  
E-Mail: [brandonmarcott@triadak.com](mailto:brandonmarcott@triadak.com)

- B. The Engineer hired by the Developer shall be retained so as to be available throughout the entire two-year warranty period to effect, through the contractor and/or the Developer, correction of all warranted conditions. A letter to this effect shall be signed by both the Developer and the Engineer and shall be filed with the Anchorage Water and Wastewater Utility before a Notice to Proceed with the construction of this project is approved.
- C. The Developer shall inform the Municipality of the name and mailing address of the Engineer he has retained to perform the duties described in paragraphs A and B above and agrees that notice to the Engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the Municipality of any change in the information required under this Paragraph.

#### 2.02 Plans and Specifications.

- A. The Developer shall submit design drawings in accordance with the guidelines of AWWU's Design and Construction Practices Manual for Water Improvements. The Municipality of Anchorage Water and Wastewater Utility (AWWU) reserves the right to return incomplete drawings (less than 85% complete) to the Developer for completion and resubmittal.
- B. The Developer shall submit to the Municipality proof that an Engineer has been retained to perform the duties described in Paragraph 2.01 of Article II.
- C. If the Municipality requires soil tests or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- D. The Municipality shall approve the plans and specifications as submitted or indicate to the Developer how it may modify them to secure approval within three weeks from either: (1) the submission of all plans and specifications for the improvements, or (2) the payment of the deposit required upon plan submission under Paragraph 2.03 below, whichever occurs later.



### **2.03 Project Cost Deposit.**

The Developer shall deposit with the Municipality the amounts required under Section 24.20.040 of the Anchorage Municipal Code and Paragraphs 3.01.C.5 and 3.03.C of this Agreement. The Municipality does not guarantee that final billings will be in accordance with amounts stated in this agreement, or orally given estimates. It is expressly understood by the Developer that a Developer shall pay the Municipality's actual cost associated with all work performed under this agreement. The Municipality's cost shall include, but is not limited to, agreement administration, plan checking, field surveillance, testing, final inspections, warranty inspections and overhead.

### **2.04 Liability Insurance.**

The Developer shall provide proof that it has acquired the insurance required under the Standard Specifications of the Municipality in effect at the time of the execution of this Agreement, in the form prescribed in those Standard Specifications, or, if the Developer has engaged a prime contractor to perform the work under this Agreement, proof that the prime contractor has acquired such insurance, naming the Developer as an insured.

### **2.05 General Standard of Workmanship.**

The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the Municipality and with the terms, covenants and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the Municipality has approved its use. Unless the Municipality specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.

### **2.06 Surveyor.**

All surveys required for the completion of improvements under this Agreement shall be made by a person registered as a Professional Land Surveyor under the laws of the State of Alaska.

### **2.07 Required Reporting.**

#### **A. Quality Control:**

1. Prior to the preconstruction conference, the Developer shall submit a certified Quality Control Plan for review and approval which shall include the following:
  - a. Name and telephone number(s) of the Engineer;
  - b. Name and telephone number(s) of any individual(s) under the Engineer's direct supervision who will be conducting field inspections;
  - c. Engineer's review and signature procedure of field inspections performed by personnel under the Engineer's direct supervision;
  - d. Procedure(s) to be used to note and correct construction deficiencies;
  - e. Procedure(s) to be used to coordinate pipe testing with AWWU;
  - f. Procedure(s) to be used to comply with minimum testing requirements specified in the Municipality of Anchorage Standard Specifications (MASS);
  - g. Procedure(s) to be used to request final inspections by AWWU.
2. The Developer shall submit written inspection reports on a weekly basis of material testing results and summaries of daily activities to the Anchorage Water and Wastewater Utility. Copies of materials testing results shall be attached to inspection reports. Weekly reports shall be submitted no later than 4:00 PM on Tuesday following each project work week.

Failure to submit weekly inspection reports shall be cause for AWWU to issue a stop work order under the provisions of Paragraph 2.10.A of this Agreement.





Engineer's inspection shall include, but not necessarily be limited to, verification of the following:

- a. adequacy of pipe foundation material;
  - b. compliance with approved vertical and horizontal pipe alignment;
  - c. bedding and backfill material type, quality, placement and density;
  - d. system component material by type, size and installation (for example pipe, valves, fittings, manholes, fire hydrant assemblies, pipe restraints, curb stops, corporation stops, polyethylene encasement of pipe, etc.);
  - e. compliance with required pipe tests;
  - f. compliance with any and all applicable permit stipulations; and
  - g. observed deficiencies during inspection or testing; actions taken to correct deficiencies; and notes of discussion with AWWU pertaining to the deficiencies.
3. The Developer shall coordinate testing and inspections with the Anchorage Water and Wastewater Utility and provide advance notice in accordance with Article 2.5 Section 60.02 (Water) of MASS for all tests and inspections to be witnessed by the Utility.
- B. Expressed or implied approval by the Municipality of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement. If during the course of construction field conditions warrant changes to the approved plans, the Developer shall obtain written concurrence from AWWU prior to implementing these changes.

#### **2.08 Guarantee of Improvements.**

- A. In order to guarantee the construction of the improvements required by this Agreement, the Developer shall grant to the Anchorage Water and Wastewater Utility one of the following documents, in an amount equal to that specified in Chapter 21.08.060.G of the Anchorage Municipal Code (AMC), a copy of which is incorporated herein by reference:
1. A Surety Bond from a company qualified by law to act as a surety in the State of Alaska. (AMC 21.08.060.G.3.a)
  2. An Escrow Account with a bank or financial institution authorized by law to do business in the State of Alaska. The escrow account shall be irrevocable, shall be established in the name of the Municipality and shall authorize the Municipality to draw on the account without the further written consent of the Developer. (AMC 21.08.060.G.3.b)
  3. A Letter of Credit from a bank or financial institution authorized by law to do business in the State of Alaska. The letter of credit shall be irrevocable and shall identify the Municipality as beneficiary. (AMC 21.08.060.G.3.c)
- B. The total value of the guarantee of improvements provided shall be equal to or greater than the estimated total project cost as reflected in Section 2C of this Agreement plus project overrun allowances as outlined in AMC 21.08.060.G.2. The guarantee of improvements will not be released by the Municipality until all improvements required by this Agreement have been completed by the Developer; the water and/or sanitary sewer improvements inspected and accepted under warranty by the Municipality, and an acceptable warranty guarantee posted as required by Paragraph 3.04 of Article III of this Agreement.

#### **2.09 Surveillance.**

- A. AWWU may monitor the progress of the improvements and the Developer's compliance with this Agreement, and perform any inspection or test which it deems necessary to determine whether the improvements conform to this Agreement.



- B. If the Developer fails to notify AWWU of inspections, tests and construction progress as required by Paragraph 2.07 above, the Utility may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the Utility deems necessary to determine whether the improvements conform to this Agreement.
- C. Any monitoring, tests or inspections that AWWU orders or performs pursuant to this Paragraph are solely for the benefit of the Utility. AWWU does not undertake to test or inspect the improvements for the benefit of the Developer or any other person.

**2.10 Stop Work Orders.**

- A. If AWWU determines that there is a substantial likelihood that the Developer will fail to comply with this Agreement, or if the Developer does fail to comply, the Utility may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or his Engineer of the order.
- B. A stop work order shall remain in effect until the Anchorage Water and Wastewater Utility approves:
  - 1. Arrangements made by the Developer to remedy the nonconformity; and
  - 2. Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of a stop work order under this Paragraph is solely for the benefit of the Municipality. The Municipality does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this Paragraph shall be grounds for an action or claim against the Municipality, or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed or materials to be used under this Agreement the following provision:

The Municipality of Anchorage, pursuant to a Water Main/Sanitary Sewer Extension Agreement on file with AWWU and incorporated herein by reference, has the authority to inspect all work or materials under this contract, and to stop work in the event that the work performed under this contract fails to comply with any provision of the Water Main/Sanitary Sewer Extension Agreement. In the event that a stop work order is issued by the Municipality of Anchorage, the contractor immediately shall cease all work, and await further instruction from the Developer.

**2.11 Specified Completion Date.**

All improvements required under this Agreement shall be completed within not less than two (2) years nor more than three (3) years from the date of execution hereof (AMC 21.08.060.C).



ARTICLE III

**ACCEPTANCE OF IMPROVEMENTS**

**3.01 Prerequisites to Acceptance.**

The Anchorage Water and Wastewater Utility shall not finally accept the improvements constructed under the terms of this Agreement until all the following requirements have been met.

A. As-Built or Record Drawings.

The Developer shall submit record drawings in accordance with the procedures set forth in Section 50.00 RECORD DRAWINGS (ASBUILTS) of the Anchorage Water and Wastewater Utility's Design and Construction Practices Manual for Sanitary Sewer and Water Improvements. The as-built or record drawings shall be submitted to the Anchorage Water and Wastewater Utility within one hundred - eighty days (180) days following successful completion of a final inspection of this project by Utility inspectors. The as-built or record drawings and blue-line copies shall be certified to represent accurately the improvements as actually constructed and shall be signed by a Professional Engineer, registered under the laws of the State of Alaska. Failure to submit approved as-built or record drawings within this 180 day period shall be sufficient cause for the Utility to withhold reimbursement to the Developer for providing water/sewer service to adjacent properties. The project warranty period for the improvements constructed under the terms of this Agreement will not commence until after the as-built or record drawings have been received and approved by AWWU. The Developer shall submit a copy of the post construction survey notes as well as the Engineer's "during construction" inspection notes to AWWU along with the as-built or record drawings. See paragraph 1.15 for a definition of as-built and record drawings.

B. Certified Cost Statement.

The Developer shall provide a certified cost statement to AWWU within 180 days of completion of a successful final inspection of the water/sanitary sewer lines by the Utility. The certified cost statement shall be notarized and submitted on a form provided by the Anchorage Water and Wastewater Utility and shall consist of the total project costs including all labor, material, equipment, engineering inspection and all other direct or indirect costs incurred. A copy of the final pay estimate and/or other applicable billings or invoices sufficient to verify all costs shall be included. Failure to submit an approved certified cost statement within this 180 day period shall be sufficient cause for the Utility to deny reimbursement to the Developer for providing water/sanitary sewer service to adjacent properties. The project warranty period for the improvements constructed under the terms of this Agreement will not commence until after the certified cost statement has been received and approved by AWWU.

C. Inspection and Testing.

1. During the course of construction of the improvements required by this Agreement, or upon receiving notice from the Engineer that the Developer has completed the improvements, AWWU shall schedule an inspection of the improvements. The Utility may inspect the improvements and any related work in dedicated easements or rights-of-way. Prior to scheduling a final inspection with Anchorage Water and Wastewater Utility personnel, the Developer, the Engineer and the Contractor shall perform a project inspection jointly and correct any deficiencies or discrepancies found.
2. AWWU shall inform the Developer in writing of any deficiencies in the work found during the course of its inspections.
3. At its own expense, the Developer shall correct all deficiencies found by the inspection performed under subparagraph 1 of this Paragraph. Upon receiving



notice that the deficiencies have been corrected, AWWU shall re-inspect the improvements.

4. AWWU may continue to re-inspect the improvements until the Developer has corrected all deficiencies in the improvements.
5. Most fire hydrants constructed require adjustment to meet finished grade. Only AWWU personnel are authorized to adjust fire hydrants. The Developer will be liable for the cost of the fire hydrant adjustment on the basis of time and materials expended. A deposit of \$500.00 cash shall be required for each hydrant planned for the project prior to the issuance of a notice to proceed with the construction of the project. AWWU will, after the adjustment, refund or bill the Developer for the difference between the deposits received and the actual cost of the adjustments. In lieu of the fire hydrant adjustment by AWWU, the Developer may elect to provide fire hydrant barrel sections which have been pre-assembled at the factory to a length determined and specified by the Engineer to conform to Municipality of Anchorage Standard Specifications (MASS). Height adjustment tolerances shall be in accordance with MASS Details #60-10 and 60-11. Any field departures from standard specification tolerances will require the fire hydrant adjustment by AWWU after the Developer posts the requisite deposit identified above. The Developer shall notify AWWU in writing of this election no later than the preconstruction conference scheduled for the project.
6. Testing of the newly laid water main will be performed in accordance with the Municipal Standard Specifications and witnessed by Anchorage Water and Wastewater Utility personnel. This will consist of:
  - a. Flushing
  - b. Hydrostatic Pressure or Leakage Test
  - c. Sterilization
  - d. Removal of the Test Copper

These tests will be performed before water will be supplied for sale. A copy of the test results will be furnished to the Developer.
7. A final inspection will be performed in accordance with the Municipal Standard Specifications and witnessed by Anchorage Water and Wastewater Utility personnel. This final inspection will take place after completion of all improvements and will consist of, but is not limited to, the following as appropriate:
  - a. Check Water Main Line Valve Boxes,
  - b. Check Hydrant Valve Boxes,
  - c. Check Hydrant for Operation and Installation,
  - d. Check Water Service Line Key Boxes,
  - e. Check Water Main Line Valve Box Markers,

A copy of the final inspection results will be furnished to the Developer itemizing any existing deficiencies. Upon notification that the deficiencies have been corrected, AWWU will perform another final inspection of those items.

8. After a final inspection has revealed that all improvements and related work in dedicated easements and rights-of-way meet Municipal standards; after the Developer has furnished as-built or record drawings and a notarized certified cost statement; and after the Developer has deposited the fees required by AMC 24.20.040; AWWU shall notify the Developer that the improvements have been accepted under a two (2) year warranty period.
- D. This Project must pass substantial completion inspection by AWWU prior to AWWU issuing any on-property water and sanitary sewer service extension permits associated.



E. Deferral of Surface Improvements to Warranty Period.

1. Prior to final acceptance all construction must be inspected per Article III, Section 3.01.C above unless the Developer has acquired approval from the AWWU Engineering Division Director to defer certain improvements to the warranty period. Deferred items will only include surface improvements, that from construction sequencing prospective, benefit the overall project to be completed after water turn on, final platting, the completion of record drawings, the submittal of the certified cost statement, and submittal of improvement warranty.
2. All improvements deferred must be inspected as part of the warranty inspection under Article III, section 3.07.A meeting the same requirements as the final inspection per Article III, Section 3.01.C.
3. In order to defer surface improvements to the warranty period the developer must increase the improvement warranty guarantee referenced within Article III, Section 3.04.A. The increased amount shall be based on the MOA Average bid tab pricing to construct the items deferred.

**3.02 Consequence of Acceptance of Improvements.**

AWWU's final acceptance of the improvements constitutes a grant to the Utility of all the Developer's rights, title and interest in and to all the improvements, together with all easements, rights-of-way or other property interest not previously conveyed which are necessary to provide adequate access to the water and/or sanitary sewer improvements.

**3.03 Developer's Warranty.**

- A. The Developer shall warrant the design, construction, materials and workmanship of the improvements against any freezing, failure and/or defect in design, construction, material or workmanship which is discovered prior to the expiration of the two years warranty period from the date the Utility notifies the Developer of the acceptance of the improvements.
- B. This warranty shall cover all direct and indirect costs of repair or replacement; damage to the property or other improvements to facilities owned by AWWU or any other person caused by freezing and/or other failure or defect; and any increase in cost to AWWU for operating and maintaining the improvements resulting from freezing and/or such other failures, defects or damage.
- C. Prior to acceptance under warranty of this project, the Developer shall provide the Anchorage Water and Wastewater Utility with a cash deposit as required by Anchorage Municipal Code, Chapter 24.20.040.D to cover the Utility's costs incurred during the warranty period. This cash deposit is in addition to the warranty guarantee required by Paragraph 3.04 below. The amount of this deposit shall be as indicated below and shall be based on the Developer's certified cost statement for this project.

<u>CERTIFIED COSTS</u>	<u>REQUIRED DEPOSIT</u>
\$10,000.00 or less	\$500.00
\$10,000.01 to \$50,000.00	\$1,000.00
\$50,000.01 to \$150,000.00	\$1,500.00
Over \$150,000.00	\$2,000.00

- D. Any action or omission to take any action on the part of AWWU authorized by this Agreement including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of the Developer's warranty.



**3.04 Improvement Warranty.**

- A. To secure the Developer's performance of the warranty under Paragraph 3.03 above, the guarantee of improvements provided by the Developer under Paragraph 2.08 of Article II shall remain in effect until the end of the warranty period, or until the Developer has furnished some other type of acceptable and adequate warranty guarantee as indicated in subparagraph B below.
- B. An acceptable Improvement warranty may be a corporate Surety Bond, a Cash Deposit, or a Letter of Credit in an amount equal to a percent of the project's approved certified cost statement as set forth below: (See AMC 21.08.060.1.2.b)

<u>Certified Project Cost</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000	10.0%
\$500,000 to \$1,000,000	7.5%
More than \$1,000,000	5.0%

- C. The warranty period shall mean a period of two (2) years from and after acceptance under warranty of the improvements by AWWU. The Warranty period shall be extended if the Developer has not satisfied final acceptance requirements of the Subdivision agreement, if applicable, until the date of final acceptance. The warranty period shall be understood to imply prompt attention by the Developer to repair any defects that occur. In those instances where the water or sanitary sewer is constructed in conjunction with other public improvements, this warranty period shall run concurrently with the warranty of the last improvement to be constructed.

**3.05 Municipality's Remedies Under Warranty.**

- A. AWWU shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty required in Paragraph 3.03 above. The Utility shall notify the Developer before conducting any tests or inspections to determine the cause of the failure or defect, and shall notify the Developer of the results of all such tests and inspections.
- B. The Developer shall correct any failure or defect covered by warranty within thirty (30) days of receiving notice of the failure or defect from AWWU. The Developer shall correct the failure or defect at its own expense and to the satisfaction of AWWU.
- C. If the Developer fails to correct the failure or defect within the time allowed by subparagraph B above, AWWU may correct the failure or defect at the Developer's expense. If the Developer fails to pay AWWU for the corrective work within thirty (30) days of receiving the Municipality's bill thereof, AWWU may pursue any remedy provided by law of this Agreement to recover the cost of the corrective work.
- D. AWWU reserves the right to immediately remedy, at the Developer's sole expense, any failure or defect determined by AWWU to be hazardous in the event the failure or defect, if not corrected promptly, jeopardizes life and/or property.

**3.06 Conditions of Reimbursement.**

If this Agreement requires AWWU to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement and upon the successful sale of bonds.



**3.07 Completion of Performance - Release of Warranty.**

- A. AWWU shall perform a year-end warranty inspection of all improvements constructed prior to the end of the two-year warranty period, to determine whether all improvements and related work within the dedicated easements and rights-of-way continue to meet Municipality of Anchorage Standard Specifications (MASS). AWWU shall also insure the Developer has adjusted infrastructure to final grade in accordance with MASS requirements associated with work done in conjunction with final acceptance of the Subdivision Agreement, if applicable. A copy of the Year End Warranty Inspection results will be furnished to the Developer itemizing any existing deficiencies.

After all deficiencies have been corrected to the satisfaction of AWWU, the Utility shall notify the Developer that the Anchorage Water and Wastewater Utility accepts full responsibility for all future maintenance of the public water and/or sanitary sewer facilities constructed under this Agreement. Prior to releasing any Guarantee of Improvements and/or deposit then in effect, pursuant to Paragraph 3.05 above, the Developer shall correct any failure or defect in the work revealed by the warranty inspection.

- B. Upon the Developer's satisfactory performance of all its obligations under this Agreement, AWWU shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement.
- C. AWWU reserves the right to refuse to enter into an Agreement with any Developer for the future extension of water and/or sanitary sewer mains when said Developer fails or refuses to comply in a timely manner with the conditions of this Agreement or is currently delinquent in the payment of any account owed to AWWU.



Checkpoint Subdivision, Tracts A1 & A2  
Water Main Extension Agreement  
AWWU File: W20-002      Zoning: R3  
Plat: 2018-39      AMS: 2875

IN WITNESS WHEREOF the parties hereto have set their hands on the date first set forth above.

MUNICIPALITY OF ANCHORAGE:

By: [Signature]  
MARK A. CORSENTINO, P.E.  
General Manager  
Anchorage Water and Wastewater Utility

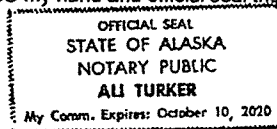
SPINELL HOMES, INC.

By: [Signature]  
ANDRE C. SPINELLI  
Authorized Agent

STATE OF ALASKA      )  
   )ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 27th day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly sworn and commissioned as such, personally appeared MARK A. CORSENTINO, P.E., known to me to be the General Manager of the Anchorage Water and Wastewater Utility that executed the foregoing instrument, and acknowledged that he executed said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

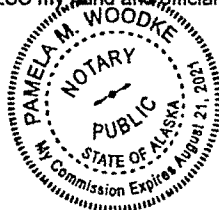


Ali Turker  
Notary Public in and for Alaska  
My Commission Expires: 10/10/2020

STATE OF ALASKA      )  
   )ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 26 day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared ANDRE C. SPINELLI, to me known to be an Authorized Agent and Developer named in the foregoing instrument, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal on the day and year first above written.

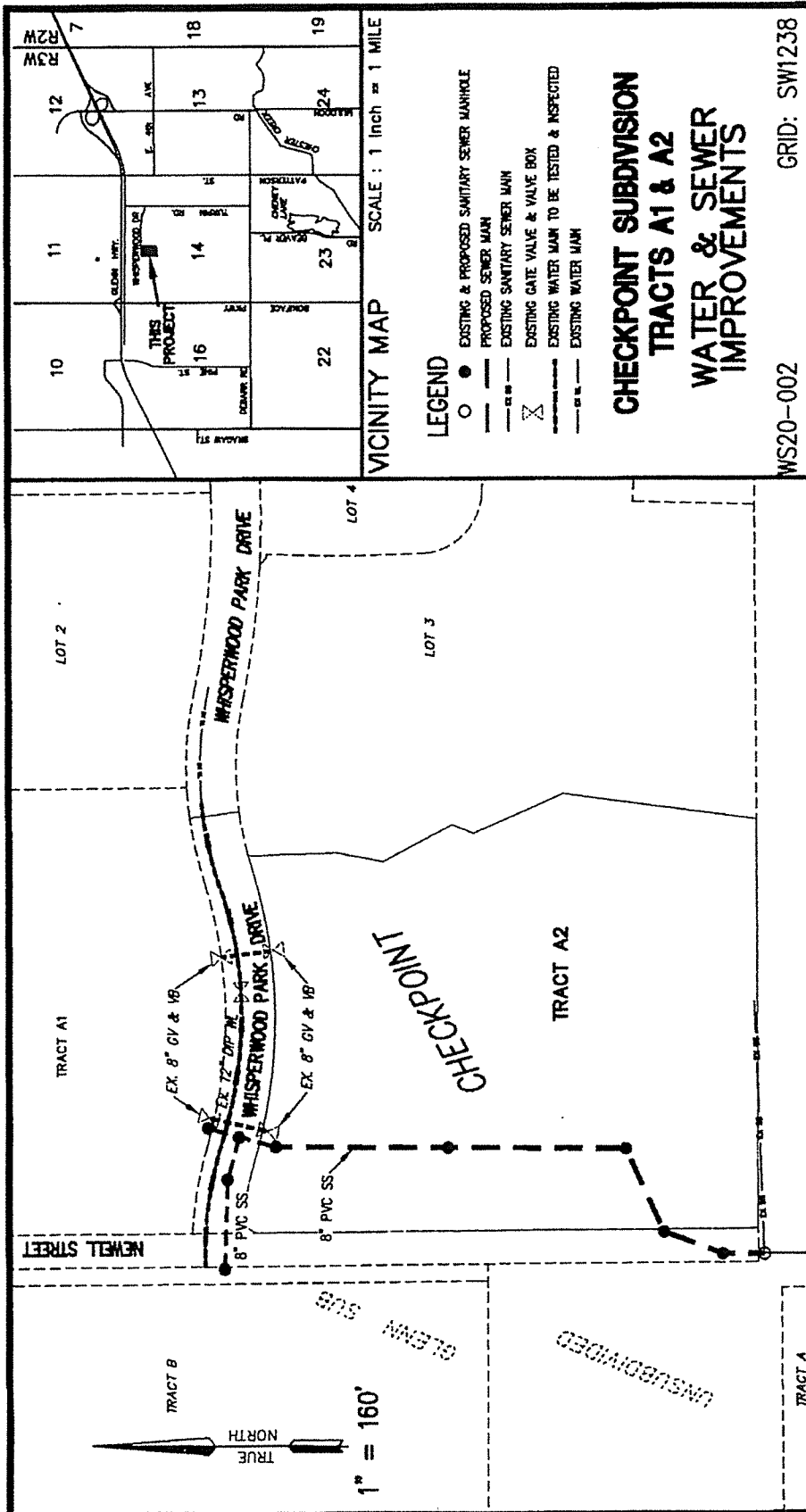


Pamela M. Woodke  
Notary Public in and for Alaska  
My Commission Expires: 8-21-21

- 18 -







GRID: SW1238

WS20-002



RETURN TO: Anchorage Water and Wastewater Utility  
Engineering, Private Development Unit  
Attn.: Ali Turker  
3000 Arctic Blvd.  
Anchorage, AK 99503-3898

Anchorage Recording District

**CHECKPOINT SUBDIVISION**  
**SANITARY SEWER MAIN EXTENSION AGREEMENT**

AWWU File: S20-002      AMS: 2874  
Plat: 2018-39      Zoning: R3

THE MUNICIPALITY OF ANCHORAGE, (hereinafter the Municipality or MOA), a municipal corporation, and SPINELL HOMES, INC. (hereinafter the Developer) enter into the following Agreement this 27th day of May, 2020.

ANDRE C. SPINELLI executes this Agreement on behalf of the Developer. It is understood that the Developer is a corporation and that the person who executes this Agreement on behalf of the Developer does so in the capacity of an Authorized Agent. ANDRE C. SPINELLI warrants that he has the authority to execute this Agreement on behalf of the Owner and Developer of the property which is the subject of this Agreement. The parties to this Agreement shall accept notices at the following addresses and telephone numbers:

**DEVELOPER**

Spinell Homes, Inc.  
1900 W Northern Lights Blvd, Suite 200  
Anchorage, AK 99517  
Phone: (907) 344-5678  
Fax: (907) 344-1976  
Email: [andre@spinellhomes.com](mailto:andre@spinellhomes.com)

**MUNICIPALITY**

Municipality of Anchorage  
Water and Wastewater Utility  
Attention: Ali Turker  
3000 Arctic Boulevard  
Anchorage, AK 99503-3898  
Phone: 564-2747  
FAX: 562-0824  
Email: [ali.turker@awwu.biz](mailto:ali.turker@awwu.biz)

The real property which is the subject of this Agreement (hereinafter the Property) is located within the Anchorage Recording District and the Anchorage Sanitary Sewer Utility Service Area as certificated by the Regulatory Commission of Alaska, and is described as:

**CHECKPOINT SUBDIVISION**

Tract A2

(Plat: 2018-39, Grid: SW1238)

A subdivision of Tract A, Checkpoint Subdivision, according to plat no. 2012-96, located within the NW1/4, SEC14, T13N, R3W, S.M., Anchorage Recording District, Third Judicial District, Alaska.

This legal description is taken from the plat no. 2018-39 for the subdivision. See attached map for approximate location of Property.

**Section 1    The Project.**

- A. The Developer shall provide a complete sanitary sewer collection system to serve the Property in conformance with the Wastewater Master Plan adopted by the Municipality. The sanitary sewer system shall include all sewer facilities necessary to provide sewer collection service to each lot and/or parcel.
- B. The Developer shall design, construct, and install sanitary sewer collection system per the approved project plan set from the Property to the Municipality's existing sanitary sewer system. The Developer shall pay the entire cost of constructing the sanitary sewer system to serve the Property. If the Municipality requires the Developer to

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oversize the sanitary sewer mains, the Municipality shall reimburse the Developer the difference between the cost of pipe actually required to serve the Property and that which was installed. The total cost of constructing sanitary sewer facilities under this Agreement is estimated to be as indicated in Section 2 below. This estimate shall be used to compute the project cost deposit as required by Paragraph 2.03 of Article II of this Agreement.

- C. In the event the proposed sanitary sewer collection system to be constructed under the terms of this Agreement serves other parcels of land which are not owned by the Developer, then no construction may commence until one of the following acts has been completed: [AS 42.05.385 (a) through (e)]
1. The Developer submits a signed, notarized statement to Anchorage Water and Wastewater Utility (AWWU), waiving all claims for future reimbursement from AWWU for providing sanitary sewer service to such other parcels of land.
  2. The owner of record of each such other parcel of land served, signs a notarized statement acknowledging his liability to pay AWWU an assessment if his parcel connects to the proposed sanitary sewer main within three (3) years from the date AWWU accepts the sewer main, and indicating his non-objection to the construction of the proposed sanitary sewer main.
  3. The Anchorage Municipal Assembly approves the construction of the proposed sanitary sewer main by authorizing the Municipality to execute this Agreement.

**Section 2      Estimated Project Costs.**

The Estimated Costs itemized below are predicated on the estimates provided by the Developer or his agents.

A. Developer's Estimated Cost:

Estimated construction cost of approximately <u>749</u> linear feet of <u>8-inch</u> PVC sanitary sewer collection system and facilities:	\$ 211,000.00
Estimated consultant engineering fees and other related costs (i.e. design, soils, survey, project administration, inspection, etc.):	\$ 15,000.00
Estimated Municipal project administration and inspection costs (refer to Article 2.03 of this agreement):	\$ 6,000.00
<b>TOTAL ESTIMATED DEVELOPER'S COST:</b>	<b>\$ 232,000.00</b>

B. Municipality's Estimated Share of Oversizing Cost:      N/A

C. **TOTAL ESTIMATED PROJECT COST:**      **\$ 232,000.00**

**Section 3      Lateral and/or Trunk Assessment Charges.**

The Developer agrees to pay the Municipality a per square foot assessment charge in lieu of lateral and/or trunk improvement district assessments for the Developer's benefit of currently existing sanitary sewer mains adjacent to or within the Property.

- A. The Developer shall pay, where applicable, a trunk assessment charge of \$0.03 (TIDA5) per square foot of assessable property as its share of the cost of constructing the downstream sanitary trunk sewer which serves the Property. The Developer shall also pay, where applicable, a lateral assessment charge of \$0.00\* per square foot of assessable property as its share of the cost of constructing the currently existing lateral sanitary sewer main adjacent to or within the Property. Said assessment charges shall become due and payable no later than ninety (90) days after the date on which the



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sanitary sewer main constructed under the terms of this Agreement passes a substantial completion inspection by the Utility and is available for customer service. Sewer lateral and/or trunk assessment charges not paid in full by the date due shall bear interest from the date the first installment is due at an annual interest rate equal to the most recent Commission authorized or accepted cost of capital of the Anchorage Wastewater Utility as of the date an assessment is levied (AWWU Wastewater Tariff Rule 8.2.C). In addition, the Developer shall pay an annual Special Assessment Administrative Fee (SAAF), also referred to as Special Assessment Collection Charge (SACC, per AWWU Wastewater Tariff Rule 13.1.8.7) as outlined in section 3(H) herein.

Sewer assessment charges shall be paid in installments as follows:

<u>AMOUNT OF ASSESSMENT</u>	<u>INSTALLMENT SCHEDULE</u>
Less than \$500	1 lump sum payment
\$500 or more but less than \$1,000	2 equal annual installments
\$1,000 or more but less than \$2,500	5 equal annual installments
\$2,500 or more but less than \$5,000	10 equal annual installments
\$5,000 or more but less than \$7,500	15 equal annual installments
\$7,500 or more but less than \$15,000	20 equal annual installments
\$15,000 or more but less than \$25,000	25 equal annual installments
Amounts over \$25,000	30 equal annual installments

B. Not used.

C. The individual lots, which shall accrue an assessment charge, are as follows:

**CHECKPOINT SUBDIVISION**

(Plat: 2018-39, Grid: SW1238)

Interest Rate: 5.73%							
Lateral					Trunk		
<u>Tract</u>	<u>Property TAX CODE</u>	<u>Assessed Area (Sq.Ft.)</u>	<u>Rate (\$)</u>	<u>Principal (\$)</u>	<u>Area (SqFt)</u>	<u>Rate (\$)</u> per SqFt	<u>Principal (\$)</u>
A2	00642141	113,785*	\$0.00	\$0.00*	**Previously assessed & Levied		

**\*NOTE:** This area is for west 150-foot portion of Tract A2. Southern portion of Tract A2 was previously benefitted for Lateral Assessments by Interceptor D, as part of Contract No. 11 of the GAAB sewer project. Lateral sewer assessments will be charged at \$0.00 per square foot of benefitted property. Developer will contribute main in lieu of assessments.

**\*\*NOTE:** Trunk Assessments were levied on Assembly Resolution AR2015-82, Levy Upon Connection (LUC) Roll 14-S-3, for advance payment received.

Assessment charges for the above lots were/will be calculated in accordance with the Anchorage Wastewater Utility Tariff and the Anchorage Municipal code in effect on the date this Agreement is executed.

D. Not Used.

E. All charges payable by the Developer under this Agreement are a lien upon the Property. In addition to pursuing any other remedy provided by law, the Municipality may recover any past due charges in the same manner as delinquent special assessments are collected; that is, by foreclosure and sale of the Property. The Municipality shall release this lien upon the Property, or any lot or parcel within the Property, when the charges for the Property, or the charges for any lot or parcel within the Property, have been paid.



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- F. All outstanding charges shall be paid when the Developer transfers the Property, or any lot or parcel within the Property, to another; provided, however, that if for any reason such payments are not made at the time of transfer, the charges shall be billed to the Owner of record of said Property at the time of billing.
- G. Upon the Developer's full performance of all its obligations under this Agreement, that portion of the Property considered under the provisions of the Anchorage Wastewater Utility Tariff to be legally served by lateral sanitary sewer will be omitted from any future lateral sewer improvement districts which may be formed to provide lateral sanitary sewer service to adjacent properties.
- H. In addition to all other charges, the Developer shall pay an annual special assessment administrative fee, also referred to as annual administrative fee or annual collection charge (AWWU Wastewater Tariff Rule 13.1.8.7) for all billable assessment accounts.

**Section 4 Reimbursement for Lateral Sanitary Sewer Service to Other Properties.**

- A. After the Municipality accepts the sewer system constructed by the Developer under this Agreement, other parcels of land, which are benefited by the sewer system but not referred to in this Agreement as the Property, may request sewer service. During the first three (3) years immediately following the completion of a successful final inspection of the sewer system constructed by the Developer, and upon receipt of a request for sewer service to such other parcels, the Municipality shall initiate action to collect a levy upon connection assessment from the connecting parcels. The levy upon connection assessment shall be determined in accordance with the Wastewater Utility Tariff in effect on the date the benefited parcel is connected to the sewer system, and shall be reimbursed to the Developer as authorized by that Tariff. No reimbursement shall be due if the Developer fails to provide the Anchorage Wastewater Utility with a certified project cost statement and an as-built Mylar drawing of the sewer system constructed within 180 days of the date a successful final inspection was performed sanitary sewer collection system constructed. Parcels of land submitting a request for sewer service following completion of the three (3) year period mentioned above shall be granted permission to connect to the sewer system constructed by the Developer without paying a sewer lateral levy upon connection charge and without any reimbursement to the Developer. Parcels of land to be benefited by the construction of this sewer system include:

NONE

- B. The proposed service to the above parcels is based on a preliminary routing of the sanitary sewer collection system and shall be revised, if necessary, in accordance with as-built construction. The above-specified parcels are inserted for planning purposes only.
- C. It is understood that in no case shall the Municipality reimburse the Developer until such time as the benefited property owner makes payment of, or enters into a formal agreement to make payment of, his sewer levy upon connection charges to the Municipality.

**Section 5 Special Provisions.**

**Section Not Used**

**ARTICLE I**

**GENERAL PROVISIONS**

**1.01 Application of Article.**

Unless this Agreement expressly provides otherwise, all provisions of this Article apply to every part of this Agreement.

**1.02 Permits, Laws and Taxes.**

The Developer shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Developer shall pay all taxes pertaining to its performance under this Agreement.

**1.03 Relationship of Parties.**

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer or any contractor or subcontractor of the Developer be deemed an agent, employee or partner of the Municipality, or otherwise associated with the Municipality other than, in the case of the Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the Municipality, or otherwise associated with the Municipality other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provisions of this Paragraph.

**1.04 Engineer's Relation to Municipality.**

Notwithstanding Paragraph 2.01, of Article II, or any agreement whereby the Municipality reimburses the Developer's engineering costs; an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner or contractor of the Municipality, or otherwise associated with the Municipality.

**1.05 Developer's Responsibility.**

The Developer shall be solely responsible for the total performance of all terms, covenants and conditions of this Agreement notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or condition hereof.

**1.06 Developer's Assumption and Indemnification.**

The Developer shall indemnify, hold harmless and defend the Municipality of Anchorage for any claims, actions, charges, liabilities, obligations, penalties, damages, costs and expenses (including costs and attorney's fees) arising, claimed or charged against the Municipality for damage to property or injury to or death of persons, arising wholly or in part from any action taken by or failure to be taken by the Developer (including, but not limited to, its employees, officers, agents, contractors, subcontractors, licensees or similar persons), the Municipality in relation to the project. The liability assumed by the Developer pursuant to this paragraph includes but is not limited to claims for labor and materials furnished for the construction of the improvements.

**1.07 Disclaimer of Warranty.**

Notwithstanding this Agreement or any action taken by any person hereunder; neither the Municipality nor any municipal officer, agent or employee warrants or represents the fitness, suitability, or merchantability of any property, plan, design, material, workmanship or structure for any purpose.



**1.08 Cost of Documents.**

All plans, reports, drawings or other documents that this Agreement requires the Developer to provide the Municipality shall be furnished at the Developer's expense.

**1.09 Assignments.**

- A. Except insofar as subparagraph B of this Provision specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the Municipality to invoke any remedy available to it under Paragraph 1.10 of this Article.
- B. The Developer may not assign its interest or delegate its duties under this Agreement unless expressly permitted in writing by the Municipality.

**1.10 Default: Municipality's Remedies.**

- A. The Municipality may declare the Developer to be in default:
  - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
  - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement, provided the Municipality gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or, if the failure requires more than thirty (30) days to cure, the Developer fails within 30 days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default the Municipality may do any one or more of the following:
  - 1. Terminate this Agreement without liability for any obligation maturing subsequent to the date of the termination.
  - 2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements, after giving seven (7) day notice in writing to the Developer. The Developer shall be liable to the Municipality for any costs thus incurred. The Municipality may deduct any costs thus incurred from any payments then or thereafter due the Developer from the Municipality, whether under this Agreement or otherwise.
  - 3. Exercise its rights under any performance or warranty guarantee securing the Developer's obligations under this Agreement.
  - 4. Pursue any appropriate judicial remedy including but not limited to an action for injunction and civil penalties pursuant to the Anchorage Municipal Code.

**1.11 Non-Waiver.**

The failure of the Municipality at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of the Agreement or any part hereof, or the right of the Municipality thereafter to enforce each and every provision hereof.



**1.12 Effect of Standard Specifications and AWWU Design and Construction Practices Manual.**

The Municipality of Anchorage Standard Specifications (MASS) and the Anchorage Water and Wastewater Utility Design and Construction Practices Manual in effect at the time this Agreement is executed, as well as Title 18 of the Alaska Administrative Code and the State of Alaska criteria adopted for the design of water and/or sanitary sewer facilities shall be the minimum standards for performance under this Agreement unless otherwise specifically provided in writing. Definitions or other provisions in the standard specifications describing the relationships and responsibilities of parties to Municipal construction contracts do not apply herein to the extent that they conflict with any provision of this Agreement.

**1.13 Amendment.**

The parties may amend this Agreement only by mutual written agreement, which shall be attached hereto.

**1.14 Jurisdiction: Choice of Law.**

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the Municipality of Anchorage and State of Alaska shall govern the rights and duties of the parties under this Agreement.

**1.15 Definitions.**

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "ACCEPTANCE" by the Municipality means a determination that an improvement meets municipal construction standards, and does not refer to accepting a dedication of the improvement by the Developer.
- B. "AS-BUILT DRAWINGS" means the plan and profile reproducible Mylar drawings, verified by a registered professional engineer, to be the actual horizontal and vertical alignment, distance, grade, amounts, etc. depicting the true location of utility improvements actually constructed.
- C. "AWWU" means the Anchorage Water and Wastewater Utility.
- D. "CERTIFIED COST STATEMENT" means an itemized statement provided to AWWU of costs certified by the Developer to be the actual and final costs of water and/or sanitary sewer facilities constructed. A copy of the final pay estimate and/or other applicable billings sufficient to verify all costs shall be included. A form to be used when reporting certified costs shall be provided by the Municipality.
- E. "AWWU DESIGN and CONSTRUCTION PRACTICES MANUAL" are the Utility minimum standards for design of water and sanitary sewers in the Municipality of Anchorage.
- F. "FINAL INSPECTION" means that inspection performed by the Municipality after completion of all improvements required of the Developer under the terms of this Agreement. All improvements must satisfactorily complete a final inspection before placing any part of the improvements under warranty.
- G. "IMPROVEMENTS" means work which the Developer is required to perform under the terms of this Agreement.
- H. "MUNICIPALITY" for the purposes of administering this Agreement, means the General Manager of the Anchorage Water and Wastewater Utility, or his designee.





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- I. "RECORD DRAWINGS" means the plan and profile reproducible Mylar drawings, verified by a registered professional Engineer to be the horizontal and vertical alignment, distance, grade, amounts, etc. as reflected in survey notes, contractor's notes, line and grade notes, and engineer's notes, and as relates to the basic control rather than the construction stake line. When record drawings are submitted the engineer shall identify the contractor's name and address; a reference to the line and grade survey book number; the engineering firm's name and address, and a reference to the engineering survey book number. Record drawings will only be accepted as a substitute for as-built drawings if the Developer's engineer notes which portion of the drawing information was provided by the contractor, which by the line and grade person, and which by the engineer.
- J. "STANDARD SPECIFICATIONS" for purposes of this agreement, means those construction specifications maintained and periodically reviewed and modified by the Municipality of Anchorage which are published as the Municipality of Anchorage Standard Specifications.
- K. "SUBSTANTIAL COMPLETION" means that state or event at which the improvements have passed requisite tests and inspections, performed or witnessed by the Municipality of Anchorage, and are available for the beneficial use for the purpose and in the manner intended by the agreement document and approved plans.
- L. "WARRANTY INSPECTION" means that inspection performed by the Municipality at the end of the two-year warranty period. All improvements must satisfactorily complete a warranty inspection before final acceptance of the improvements by the Municipality.
- M. "WATER/SANITARY SEWER EXTENSION" means that water or sanitary sewer line which reaches from the water or sanitary sewer service connection to the structure and is generally located on private property.
- N. "WATER/SANITARY SEWER SERVICE CONNECTION" means the pipe and appurtenances required to connect an individual property or facility to the water or sanitary sewer main and which terminates at the property line or easement limit and shall not include the necessary further extension of the water or sanitary sewer system onto private property.



ARTICLE II

**PREREQUISITES TO CONSTRUCTION**

The Developer shall not obtain permits for construction of the improvements or commence construction until the requirements of Paragraphs 2.01 through 2.08 below have been met.

**2.01 Engineer.**

- A. The Developer shall retain an Engineer registered as a Professional Engineer under the laws of the State of Alaska to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of the work described herein in accordance with the Municipality's recommended procedures for consulting engineers. If this agreement requires the Municipality to reimburse the Developer for engineering costs, the professional fee schedule of the Engineer shall be attached as an appendix hereto.

The Developer has retained BRANDON MARCOTT, P.E License CE 12601, license expiration date, 12/31/2021.

Firm: Triad Engineering  
Mailing Address: P.O. Box 111989  
Anchorage, Alaska 99511  
Telephone No.: (907) 344-3114  
Fax No.: N/A  
E-Mail: [brandonmarcott@triadak.com](mailto:brandonmarcott@triadak.com)

- B. The Engineer hired by the Developer shall be retained so as to be available throughout the entire two-year warranty period to effect, through the contractor and/or the Developer, correction of all warranted conditions. A letter to this effect shall be signed by both the Developer and the Engineer and shall be filed with the Anchorage Water and Wastewater Utility before a Notice to Proceed with the construction of this project is approved.
- C. The Developer shall inform the Municipality of the name and mailing address of the Engineer he has retained to perform the duties described in paragraphs A and B above and agrees that notice to the Engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the Municipality of any change in the information required under this Paragraph.

**2.02 Plans and Specifications.**

- A. The Developer shall submit to the Municipality, in such form as the Municipality may specify, all plans and specifications pertaining to the construction of the improvements. The Developer shall submit design drawings in accordance with the guidelines of AWWU's Design and Construction Practices Manual for Sanitary Sewer Improvements. The Municipality of Anchorage Water and Wastewater Utility (AWWU) reserves the right to return incomplete drawings (less than 85% complete) to the Developer for completion and resubmittal.
- B. The Developer shall submit to the Municipality proof that an Engineer has been retained to perform the duties described in Paragraph 2.01 of Article II.
- C. If the Municipality requires soil tests or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- D. The Municipality shall approve the plans and specifications as submitted or indicate to the Developer how it may modify them to secure approval within three weeks from either: (1) the submission of all plans and specifications for the improvements, or (2) the



payment of the deposit required upon plan submission under Paragraph 2.03 below, whichever occurs later.

### **2.03 Project Cost Deposit.**

The Developer shall deposit with the Municipality the amounts required under Section 24.20.040 of the Anchorage Municipal Code and Paragraph 3.03.C of this Agreement. The Municipality does not guarantee that final billings will be in accordance with amounts stated in this agreement, or orally given estimates. It is expressly understood by the Developer that a Developer shall pay the Municipality's actual cost associated with all work performed under this agreement. The Municipality's cost shall include, but is not limited to, agreement administration, plan checking, field surveillance, testing, final inspections, warranty inspections and overhead.

### **2.04 Liability Insurance.**

The Developer shall provide proof that it has acquired the insurance required under the Standard Specifications of the Municipality in effect at the time of the execution of this Agreement, in the form prescribed in those Standard Specifications, or, if the Developer has engaged a prime contractor to perform the work under this Agreement, proof that the prime contractor has acquired such insurance, naming the Developer as an insured.

### **2.05 General Standard of Workmanship.**

The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the Municipality and with the terms, covenants and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the Municipality has approved its use. Unless the Municipality specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.

### **2.06 Surveyor.**

All surveys required for the completion of improvements under this Agreement shall be made by a person registered as a Professional Land Surveyor under the laws of the State of Alaska.

### **2.07 Required Reporting.**

#### **A. Quality Control:**

1. Prior to the preconstruction conference, the Developer shall submit a certified Quality Control Plan for review and approval which shall include the following:
  - a. Name and telephone number(s) of the Engineer;
  - b. Name and telephone number(s) of any individual(s) under the Engineer's direct supervision who will be conducting field inspections;
  - c. Engineer's review and signature procedure of field inspections performed by personnel under the Engineer's direct supervision;
  - d. Procedure(s) to be used to note and correct construction deficiencies;
  - e. Procedure(s) to be used to coordinate pipe testing with AWWU;
  - f. Procedure(s) to be used to comply with minimum testing requirements specified in the Municipality of Anchorage Standard Specifications (MASS);
  - g. Procedure(s) to be used to request final inspections by AWWU.
2. The Developer shall submit written inspection reports on a weekly basis of material testing results and summaries of daily activities to the Anchorage Water and Wastewater Utility. Copies of materials testing results shall be attached to inspection reports. Weekly reports shall be submitted no later than 4:00 PM on Tuesday following each project work week.



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Failure to submit weekly inspection reports shall be cause for AWWU to issue a stop work order under the provisions of Paragraph 2.10.A of this Agreement.

Engineer's inspection shall include, but not necessarily be limited to, verification of the following:

- a. adequacy of pipe foundation material;
  - b. compliance with approved vertical and horizontal pipe alignment;
  - c. bedding and backfill material type, quality, placement and density;
  - d. system component material by type, size and installation (for example pipe, valves, fittings, manholes, fire hydrant assemblies, pipe restraints, curb stops, corporation stops, polyethylene encasement of pipe, etc.);
  - e. compliance with required pipe tests;
  - f. compliance with any and all applicable permit stipulations; and
  - g. observed deficiencies during inspection or testing; actions taken to correct deficiencies; and notes of discussion with AWWU pertaining to the deficiencies.
3. The Developer shall coordinate testing and inspections with the Anchorage Water and Wastewater Utility and provide advance notice in accordance with Article 2.5 of Section 50.02 (Sanitary Sewer) of MASS for all tests and inspections to be witnessed by the Utility.
- B. Expressed or implied approval by the Municipality of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement. If during the course of construction field conditions warrant changes to the approved plans, the Developer shall obtain written concurrence from AWWU prior to implementing these changes.

**2.08 Guarantee of Improvements.**

- A. In order to guarantee the construction of the improvements required by this Agreement, the Developer shall grant to the Anchorage Water and Wastewater Utility one of the following documents, in an amount equal to that specified in Chapter 21.08.060.G of the Anchorage Municipal Code (AMC), a copy of which is incorporated herein by reference:
1. A Surety Bond from a company qualified by law to act as a surety in the State of Alaska. (AMC 21.08.060.G.3.a)
  2. An Escrow Account with a bank or financial institution authorized by law to do business in the State of Alaska. The escrow account shall be irrevocable, shall be established in the name of the Municipality and shall authorize the Municipality to draw on the account without the further written consent of the Developer. (AMC 21.08.060.G.3.b)
  3. A Letter of Credit from a bank or financial institution authorized by law to do business in the State of Alaska. The letter of credit shall be irrevocable and shall identify the Municipality as beneficiary. (AMC 21.08.060.G.3.c)
- B. The total value of the guarantee of improvements provided shall be equal to or greater than the estimated total project cost as reflected in Section 2C of this Agreement plus project overrun allowances as outlined in AMC 21.08.060.G.2. The guarantee of improvements will not be released by the Municipality until all improvements required by this Agreement have been completed by the Developer; the water and/or sanitary sewer improvements inspected and accepted under warranty by the Municipality, and an acceptable warranty guarantee posted as required by Paragraph 3.04 of Article III of this Agreement.



**2.09 Surveillance.**

- A. AWWU may monitor the progress of the improvements and the Developer's compliance with this Agreement, and perform any inspection or test which it deems necessary to determine whether the improvements conform to this Agreement.
- B. If the Developer fails to notify AWWU of inspections, tests and construction progress as required by Paragraph 2.07 above, the Utility may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the Utility deems necessary to determine whether the improvements conform to this Agreement.
- C. Any monitoring, tests or inspections that AWWU orders or performs pursuant to this Paragraph are solely for the benefit of the Utility. AWWU does not undertake to test or inspect the improvements for the benefit of the Developer or any other person.

**2.10 Stop Work Orders.**

- A. If AWWU determines that there is a substantial likelihood that the Developer will fail to comply with this Agreement, or if the Developer does fail to comply, the Utility may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or his Engineer of the order.
- B. A stop work order shall remain in effect until the Anchorage Water and Wastewater Utility approves:
  - 1. Arrangements made by the Developer to remedy the nonconformity; and
  - 2. Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of a stop work order under this Paragraph is solely for the benefit of the Municipality. The Municipality does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this Paragraph shall be grounds for an action or claim against the Municipality, or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed or materials to be used under this Agreement the following provision:

The Municipality of Anchorage, pursuant to a Water Main/Sanitary Sewer Main Extension Agreement on file with the Municipality and incorporated herein by reference, has the authority to inspect all work or materials under this contract, and to stop work in the event that the work performed under this contract fails to comply with any provision of the Water Main/Sanitary Sewer Main Extension Agreement. In the event that a stop work order is issued by the Municipality of Anchorage, the contractor immediately shall cease all work, and await further instruction from the Developer.

**2.11 Specified Completion Date.**

All improvements required under this Agreement shall be completed within not less than two (2) years nor more than three (3) years from the date of execution hereof (AMC 21.08.060.C).



ARTICLE III

ACCEPTANCE OF IMPROVEMENTS

3.01 Prerequisites to Acceptance.

The Anchorage Water and Wastewater Utility shall not finally accept the improvements constructed under the terms of this Agreement until all the following requirements have been met.

A. As-Built or Record Drawings.

The Developer shall provide AWWU with one acceptable set of reproducible mylar as-built or record drawings and two blue-line copies thereof for each improvement constructed. The as-built or record drawings shall be submitted to the Anchorage Water and Wastewater Utility within one hundred - eighty days (180) days following successful completion of a final inspection of this project by Utility inspectors. The as-built or record drawings and blue-line copies shall be certified to represent accurately the improvements as actually constructed and shall be signed by a Professional Engineer, registered under the laws of the State of Alaska. Failure to submit approved as-built or record drawings within this 180 day period shall be sufficient cause for the Utility to deny reimbursement to the Developer for providing water/sewer service to adjacent properties. The project warranty period for the improvements constructed under the terms of this Agreement will not commence until after the as-built or record drawings have been received and approved by AWWU. The Developer shall submit a copy of the post construction survey notes as well as the Engineer's "during construction" inspection notes to AWWU along with the as-built or record drawings. See paragraph 1.15 for a definition of as-built and record drawings.

B. Certified Cost Statement.

The Developer shall provide a certified cost statement to AWWU within 180 days of completion of a successful final inspection of the water/sanitary sewer lines by the Utility. The certified cost statement shall be notarized and submitted on a form provided by the Anchorage Water and Wastewater Utility and shall consist of the total project costs including all labor, material, equipment, engineering inspection and all other direct or indirect costs incurred. A copy of the final pay estimate and/or other applicable billings or invoices sufficient to verify all costs shall be included. Failure to submit an approved certified cost statement within this 180 day period shall be sufficient cause for the Utility to deny reimbursement to the Developer for providing water/sanitary sewer service to adjacent properties. The project warranty period for the improvements constructed under the terms of this Agreement will not commence until after the certified cost statement has been received and approved by AWWU.

C. Inspection and Testing.

1. During the course of construction of the improvements required by this Agreement, or upon receiving notice from the Engineer that the Developer has completed the improvements, AWWU shall schedule an inspection of the improvements. The Utility may inspect the improvements and any related work in dedicated easements or rights-of-way. Prior to scheduling a final inspection with Anchorage Water and Wastewater Utility personnel, the Developer, the Engineer and the Contractor shall perform a project inspection jointly and correct any deficiencies or discrepancies found.
2. AWWU shall inform the Developer in writing of any deficiencies in the work found during the course of its inspections.
3. At its own expense, the Developer shall correct all deficiencies found by the inspection performed under subparagraph 1 of this Paragraph. Upon receiving



Checkpoint Subdivision, Tract A2  
Sanitary Sewer Main Extension Agreement  
AWWU File: S20-002      Zoning: R3  
Plat: 2018-39      AMS: 2874

notice that the deficiencies have been corrected, AWWU shall re-inspect the improvements.

4. AWWU may continue to re-inspect the improvements until the Developer has corrected all deficiencies in the improvements.
  5. A final inspection will be performed in accordance with the Municipal Standard Specifications and witnessed by Anchorage Water and Wastewater Utility personnel. This final inspection will take place after completion of all improvements and will consist of, but is not limited to, the following as appropriate:
    - a. Check Sewer Manholes for proper Grouting, Ram neck, Smooth Inverts, Beaver Slides, etc.,
    - b. Location Markers for all Sewer Stub-Outs.
- A copy of the final inspection results will be furnished to the Developer itemizing any existing deficiencies. Upon notification that the deficiencies have been corrected, AWWU will perform another final inspection of those items.
6. After a final inspection has revealed that all improvements and related work in dedicated easements and rights-of-way meet Municipal standards; after the Developer has furnished as-built or record drawings and a notarized certified cost statement; and after the Developer has deposited the fees required by AMC 24.20.040; AWWU shall notify the Developer that the improvements have been accepted under a two (2) year warranty period.
- D. This Project must pass substantial completion inspection by AWWU prior to AWWU issuing any on-property water and sanitary sewer service extension permits associated.
- E. Deferral of Surface Improvements to Warranty Period.
1. Prior to final acceptance all construction must be inspected per Article III, Section 3.01.C above unless the Developer has acquired approval from the AWWU Engineering Division Director to defer certain improvements to the warranty period. Deferred items will only include surface improvements, that from construction sequencing prospective, benefit the overall project to be completed after water turn on, final platting, the completion of record drawings, the submittal of the certified cost statement, and submittal of improvement warranty.
  2. All improvements deferred must be inspected as part of the warranty inspection under Article III, section 3.07.A meeting the same requirements as the final inspection per Article III, Section 3.01.C.
  3. In order to defer surface improvements to the warranty period the developer must increase the improvement warranty guarantee referenced within Article III, Section 3.04.A. The increased amount shall be based on the MOA Average bid tab pricing to construct the items deferred.

**3.02 Consequence of Acceptance of Improvements.**

AWWU's final acceptance of the improvements constitutes a grant to the Utility of all the Developer's rights, title and interest in and to all the improvements, together with all easements, rights-of-way or other property interest not previously conveyed which are necessary to provide adequate access to the water and/or sanitary sewer improvements.

**3.03 Developer's Warranty.**

- A. The Developer shall warrant the design, construction, materials and workmanship of the improvements against any freezing, failure and/or defect in design, construction,



material or workmanship which is discovered prior to the expiration of the two years warranty period from the date the Utility notifies the Developer of the acceptance of the improvements.

- B. This warranty shall cover all direct and indirect costs of repair or replacement; damage to the property or other improvements to facilities owned by AWWU or any other person caused by freezing and/or other failure or defect; and any increase in cost to AWWU for operating and maintaining the improvements resulting from freezing and/or such other failures, defects or damage.
- C. Prior to acceptance under warranty of this project, the Developer shall provide the Anchorage Water and Wastewater Utility with a cash deposit as required by Anchorage Municipal Code, Chapter 24.20.040.D to cover the Utility's costs incurred during the warranty period. This cash deposit is in addition to the warranty guarantee required by Paragraph 3.04 below. The amount of this deposit shall be as indicated below and shall be based on the Developer's certified cost statement for this project.

<u>CERTIFIED COSTS</u>	<u>REQUIRED DEPOSIT</u>
\$10,000.00 or less	\$500.00
\$10,000.01 to \$50,000.00	\$1,000.00
\$50,000.01 to \$150,000.00	\$1,500.00
Over \$150,000.00	\$2,000.00

- D. Any action or omission to take on the part of AWWU authorized by this Agreement including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of the Developer's warranty.

#### **3.04 Improvement Warranty.**

- A. To secure the Developer's performance of the warranty under Paragraph 3.03 above, the guarantee of improvements provided by the Developer under Paragraph 2.08 of Article II shall remain in effect until the end of the warranty period, or until the Developer has furnished some other type of acceptable and adequate warranty guarantee as indicated in subparagraph B below.
- B. An acceptable warranty guarantee may be a corporate Surety Bond, a Cash Deposit, or a Letter of Credit in an amount equal to a percent of the project's approved certified cost statement as set forth below: (See AMC 21.08.060.1.2.b)

<u>Certified Project Cost</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000	10.0%
\$500,000 to \$1,000,000	7.5%
More than \$1,000,000	5.0%

- C. The warranty period shall mean a period of two (2) years from and after acceptance under warranty of the improvements by AWWU. The Warranty period shall be extended if the Developer has not satisfied final acceptance requirements of the Subdivision agreement, if applicable, until the date of final acceptance. The warranty period shall be understood to imply prompt attention by the Developer to repair any defects that occur. In those instances where the water or sanitary sewer is constructed in conjunction with other public improvements, this warranty period shall run concurrently with the warranty of the last improvement to be constructed.

#### **3.05 Municipality's Remedies Under Warranty.**

- A. AWWU shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty required in Paragraph 3.03 above. The Utility shall notify the Developer before conducting any tests or inspections to determine the cause of the





failure or defect, and shall notify the Developer of the results of all such tests and inspections.

- B. The Developer shall correct any failure or defect covered by warranty within thirty (30) days of receiving notice of the failure or defect from AWWU. The Developer shall correct the failure or defect at its own expense and to the satisfaction of AWWU.
- C. If the Developer fails to correct the failure or defect within the time allowed by subparagraph B above, AWWU may correct the failure or defect at the Developer's expense. If the Developer fails to pay AWWU for the corrective work within thirty (30) days of receiving the Municipality's bill thereof, AWWU may pursue any remedy provided by law of this Agreement to recover the cost of the corrective work.
- D. AWWU reserves the right to immediately remedy, at the Developer's sole expense, any failure or defect determined by AWWU to be hazardous in the event the failure or defect, if not corrected promptly, jeopardizes life and/or property.

**3.06 Conditions of Reimbursement.**

If this Agreement requires AWWU to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement and upon the successful sale of bonds.

**3.07 Completion of Performance - Release of Warranty.**

- A. AWWU shall perform a year-end warranty inspection of all improvements constructed prior to the end of the two-year warranty period, to determine whether all improvements and related work within the dedicated easements and rights-of-way continue to meet Municipal Standard Specifications (MASS). AWWU shall also insure the Developer has adjusted infrastructure to final grade in accordance with MASS requirements associated with work done in conjunction with final acceptance of the Subdivision Agreement, if applicable. A copy of the Year End Warranty Inspection results will be furnished to the Developer itemizing any existing deficiencies.

After all deficiencies have been corrected to the satisfaction of AWWU, the Utility shall notify the Developer that the Anchorage Water and Wastewater Utility accepts full responsibility for all future maintenance of the public water and/or sanitary sewer facilities constructed under this Agreement. Prior to releasing any Guarantee of Improvements and/or deposit then in effect, pursuant to Paragraph 3.05 above, the Developer shall correct any failure or defect in the work revealed by the warranty inspection.


- B. Upon the Developer's satisfactory performance of all its obligations under this Agreement, AWWU shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement.
- C. AWWU reserves the right to refuse to enter into an Agreement with any Developer for the future extension of water and/or sanitary sewer mains when said Developer fails or refuses to comply in a timely manner with the conditions of this Agreement or is currently delinquent in the payment of any account owed to AWWU.



Checkpoint Subdivision, Tract A2  
Sanitary Sewer Main Extension Agreement  
AWWU File: S20-002      Zoning: R3  
Plat: 2018-39      AMS: 2874

IN WITNESS WHEREOF the parties hereto have set their hands on the date first set forth above.

MUNICIPALITY OF ANCHORAGE:

By:   
MARK A. CORSENTINO, P.E.  
General Manager  
Anchorage Water and Wastewater Utility

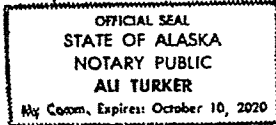
SPINELL HOMES, INC.

By:   
ANDRE C. SPINELLI  
Authorized Agent

STATE OF ALASKA      )  
   )ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 27th day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly sworn and commissioned as such, personally appeared MARK A. CORSENTINO, P.E., known to me to be the General Manager of the Anchorage Water and Wastewater Utility that executed the foregoing instrument, and acknowledged that he executed said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

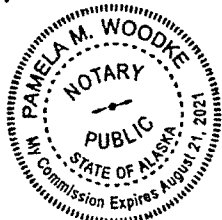


Ali Turker  
Notary Public in and for Alaska  
My Commission Expires: 10/10/2020

STATE OF ALASKA      )  
   )ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 26 day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared ANDRE C. SPINELLI, to me known to be an Authorized Agent and Developer named in the foregoing instrument, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal on the day and year first above written.

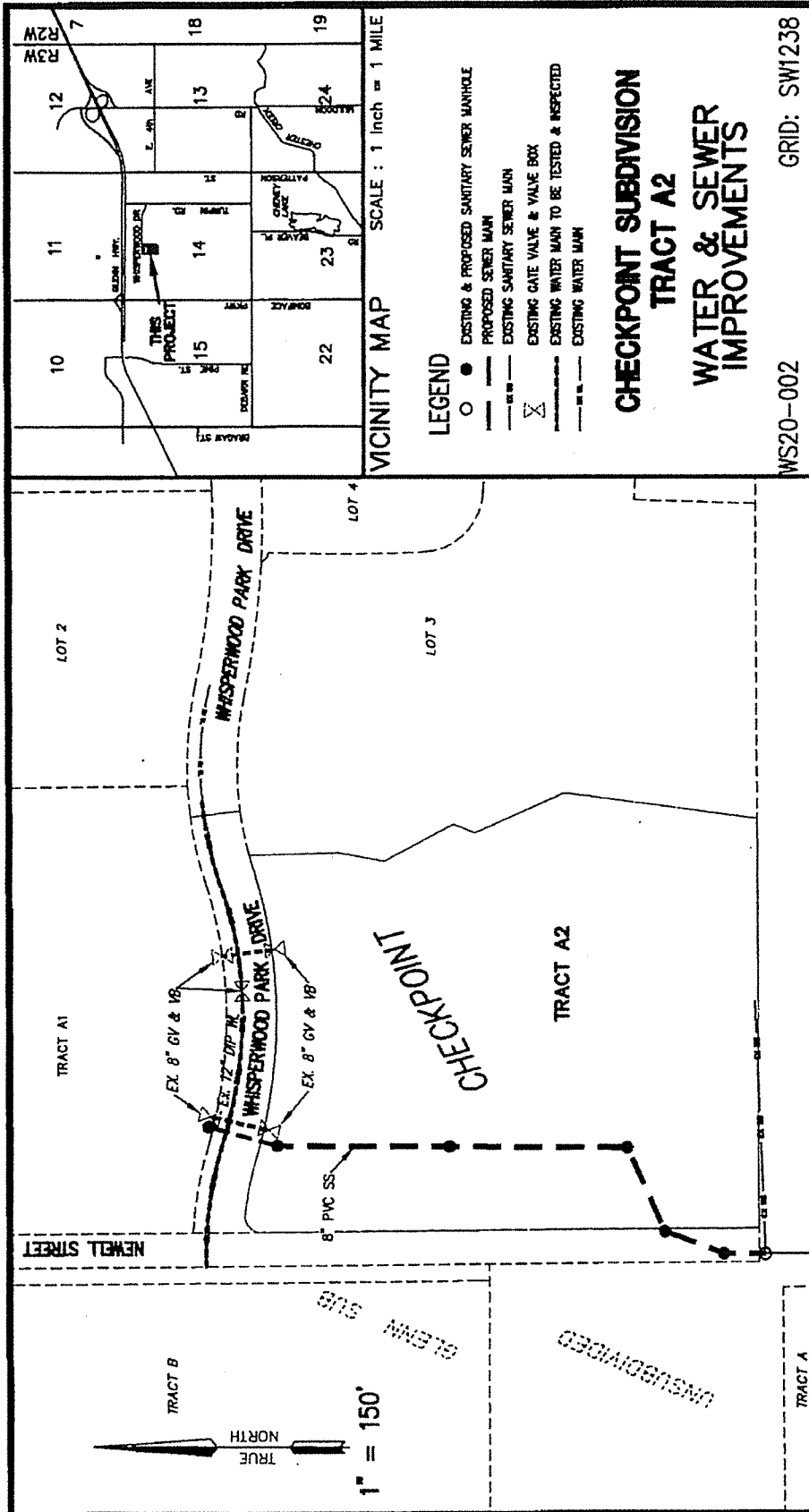


Pamela M. Woodke  
Notary Public in and for Alaska  
My Commission Expires: 8-21-21

- 17 -



Page 17 of 18  
2020-026245-0



WS20-002

GRID: SW1238



**REVIEWING  
AGENCY AND  
PUBLIC  
COMMENTS**

# MUNICIPALITY OF ANCHORAGE



Development Services Department  
Private Development Section

Phone: 907-343-8301  
Fax: 907-343-8200

*Mayor Dave Bronson*

## MEMORANDUM

### Comments to Preliminary Plat Applications/Petitions

**DATE:** June 20, 2022  
**TO:** Shawn Odell, Senior Planner  
**FROM:** Judy Anunciacion, Private Development Engineer  
**SUBJECT:** Comments for Platting Authority  
Case # S12667

**Case No. S12667:** Request to subdivide one tract of land into 56 lots and two (2) new tracts of land together with request for Subdivision Design Variance from AMC 21.08.040A.1. (Road Dedication-Streets).

**Legal Description:** Tract A2, Checkpoint Subdivision (Plat 2018-39)

#### Improvements:

Takotna Loop: The petitioner shall construct Takotna Loop road to Municipal Class A standards consisting of a 33-foot wide paved street (back of curb to back of curb) including a 5-foot concrete sidewalk constructed on one side of the street and street lights as shown on the previously approved plans for permit C15-2197.

#### Subdivision Agreement Requirements:

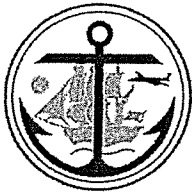
No Subdivision Agreement is required for this project, plans were previously approved under permit #C15-2197 for Takotna Loop.

#### Plat Notes:

- The property owner and utilities shall not raise, lower, or re-grade the property in a manner that will alter the drainage patterns from those shown on the approved grading and drainage plan without prior approval from Municipality of Anchorage Building Safety Office.
- Property owners and utilities shall not obstruct, impede or alter approved drainage facilities (e.g. swales, ditches) in any way that will adversely impact adjacent properties or rights of way.

**Department Recommendations:**

The Private Development section recommends approval of this platting action with the above conditions and has no objection to the variance from AMC 21.08.040.A.1 (Road Dedication-Streets).



**MEMORANDUM**

**RECEIVED**

DATE: June 20, 2022

TO: Current Planning Division Supervisor.  
Planning Department

THRU: Kristen A. Langley, Traffic Safety Section Supervisor,  
Traffic Department

FROM: Randy Ribble, Assistant Traffic Engineer

SUBJECT: Traffic Department Comments

JUN 20 2022

**S12667 Subdivide one tract into 56 lots and two new tracts of land together with a request for subdivision variance from AMC 21.08.040 A.1 (Road Dedication of Streets)**

The Traffic Engineering department has no objection to approval of this platting action with the following comments.

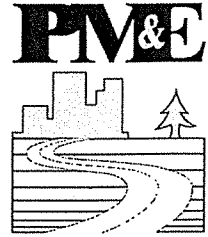
This proposed 56-unit subdivision is anticipated to provide approximately 504 average daily trips. This is right at the threshold for requirement to provide sidewalks on each side of the proposed right of way or roadway easement. This project was originally approved with building permit C15-2197 which showed similar number of dwelling units with a sidewalk being provide on one side of this internal loop roadway. The only change in the development is in the size of lots for Residential Planned Unit Development which has created a need to have variances for both Plan Unit Development requirements and number and location of sidewalks within the development which are being requested in concurrent land use case 2022-0034.

**Variance (Dedication of Streets)**

Traffic Engineering has no objection to this requested variance for road dedication. Internal road was always intended to be a privately maintain road and proposed cross section meets minimal road way standards except for providing sidewalks on each side of the street. The concurrent land use case 2022-0034 is formally requesting a variance from this standard which Traffic Engineering has no objections to approving this variance.



**Municipality of Anchorage**  
**Project Management and Engineering**  
**MEMORANDUM**



**DATE:** June 13, 2022

**RECEIVED**

**To:** Dave Whitfield

JUN 14 2022

**FROM:** Kyle Cunningham

**SUBJECT:** Cases 2022-0034, S12667 & 2022-0071: Comments from Watershed  
Management Services.

Watershed Management Services (WMS) has the following comments for the April 18, 2022 Planning and Zoning Commission hearing:

- 2022-0034 – Tract A2, Checkpoint Subdivision (Plat 2018-39);
  - Provide a SWPPP to Private Development for review prior to the start of construction.
  - Prior to recording a final plat, resolve with Private Development the need for and location of drainage easements. This is needed to allow existing drainage patterns to cross the new property lines and to allow for future drainage improvements to connect to the best reasonable public storm drain system.
- S12667 – Tract A2, Checkpoint Subdivision (Plat 2018-39);
  - WMS has no further comments on or objections to this request.
- 2022-0071 – Lots 1-D & 1-E, Mackentie Addition, a resubdivision of Lot 1, Block C, North Star Subdivision (Plat P-220A).
  - WMS has no comments on or objections to this request.



RECEIVED

JUN 13 2022

Date: June 10, 2022

To: MOA Current Planning Division

From: Chugach Electric Association, Inc. (Chugach)

Subject: MOA Case No. S-12667  
Lot 1-56 and Tracts 1 and 2, Birch Meadow Subdivision

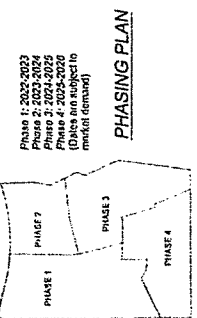
Chugach has no comments.



APPROVED AS: ☒ SHOWN ☐ CORRECTED

SIGN *[Signature]* DATE 6.10.2022

LAND SERVICES DEPARTMENT  
907-762-4781



PHASE 1: 2023-2025  
PHASE 2: 2024-2026  
PHASE 3: 2025-2027  
PHASE 4: 2028-2030  
(Dates are subject to market demand)

PHASING PLAN

EXISTING ZONING: R-4-1  
Tract A-2 Area 200,000 s.f.

Phase 1 Data:  
Area: 101,326 s.f.  
27 lots, 1 Tract

Remaining Phases:  
Area: 80,674 s.f.  
103 lots, 1 Tract

Overall Lot Site Average: 1000 s.f.  
Overall Gross Density: 84 GUD

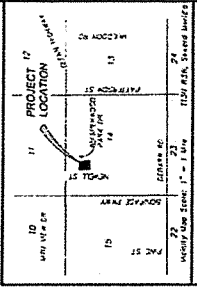
Notes:

1. PHASE 1 AND 2 ARE PRIVATE TRACTS, WITH SPACE AND UNITRY TRACTS.
2. THE PROPERTY OWNER AND UNITRY AND PHASE 1 AND 2 ARE PRIVATE TRACTS, WITH SPACE AND UNITRY TRACTS.
3. PHASE 1 AND 2 ARE PRIVATE TRACTS, WITH SPACE AND UNITRY TRACTS.
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LEGEND

1	100' WIDE RIGHT OF WAY
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PRELIMINARY PLAT  
Lots 1-56 and  
Tracts 1 and 2  
Blitch Meadow Subdivision  
Tract A2, Plot 2018-39  
Created by: [Name]  
Date: 6/10/2022  
Scale: 1" = 100'

RECEIVED

JUN 13 2022

# MEMORANDUM

RECEIVED

JUN 10 2022

DATE: June 10, 2022  
TO: Dave Whitfield, Platting Officer, Planning Section, Planning Division  
FROM: Seth Wise, Engineering Technician III, Planning Section, AWWU  
RE: Plat Case Comments  
Meeting Date: Monday, July 11, 2022  
Agency Comments Due: Monday, June 13, 2022

The Anchorage Water & Wastewater Utility has reviewed the reference plat(s) and has the following comments:

**S12667 TRACT A2, CHECKPOINT SUBDIVISION (PLAT 2018-39) – to subdivide one tract of land into 56 lots and two (2) new tracts of land together with request for Subdivision Design Variance from AMC 21.08.040A.1. (Road Dedication-Streets), GRID SW1238.**

1. The proposed parcels are located within AWWU's Water and Sanitary Sewer Service Districts.
2. AWWU water is not available to the proposed parcels.
3. AWWU sanitary sewer is available to proposed lots 1-12 and 48-56 in Phase I.
4. A sanitary sewer main line extension will be necessary to serve any other parcels.
5. A water main line extension will be necessary to serve the proposed parcels.
6. The preliminary plat appears unclear on utility easements, with a 35-foot public sewer and storm drain easement listed and a 38-foot access and utility tract. AWWU requires a 40-foot easement for the water and sanitary sewer main lines with the lines centered in the easement and with a 10-foot separation.
7. No assessments are due upon completion of the platting action.
8. AWWU has no objection to this platting action.

If you have any questions pertaining to public water or sewer, please call 564-2757 or send an e-mail to [seth.wise@awwu.biz](mailto:seth.wise@awwu.biz).





THE STATE  
of **ALASKA**  
GOVERNOR MICHAEL J. DUNLEAVY

Department of Transportation and  
Public Facilities

Program Development and Statewide Planning  
Anchorage Field Office

4111 Aviation Avenue  
P.O. Box 196900  
Anchorage, AK 99519-6900  
Main number: 907-269-0520  
Fax number: 907-269-0521  
Website: dot.state.ak.us

June 15, 2022

RECEIVED

JUN 15 2022

David Whitfield, Current Planning Manager  
MOA, Community Development Department  
Planning Division  
P.O. Box 196650  
Anchorage, Alaska 99519-6650

[Sent Electronically]

Re: MOA Plat Review

Dear Mr. Whitfield:

Thank you for your comments and the communication of your concerns about DOT&PFs comments to plat application S12667. Upon further review DOT&PF has amended its comments. Please disregard the comments sent in the June 8, 2022 comment letter and accept these amended comments.

- **S12667 – Lots 1-56 and Tracts 1 and 2, Birch Meadows Subdivision**
  - No objection to the platting action **however**, DOT&PF has concerns to the proposed subdivision plan due to the lack of internal neighborhood connectivity and circulation shown. Specifically the missing internal neighborhood connections to Newell St, Camelot St, and the signalized intersection at 4<sup>th</sup> Ave. As a short term solution DOT&PF recommends that Tract 1 Open Space, Access, and Utility corridor, located between Lots 12 and 13 on the submitted plat, that connects to Newell St to the south and that has already been constructed be utilized. This will allow the neighborhood to use this connection to access to the 4<sup>th</sup> Ave intersection in the near term until Newell St can be fully built out and needed ROW secured.
  - DOT&PF has safety concerns about the traffic impact this development and future development will have onto Boundary Ave at the unsignalized intersections with Boniface Parkway and Turpin St, and the increased traffic load onto the unsignalized Whisperwood Park Dr/Turpin St intersection. These concerns were identified and documented in the 2014 Reconnaissance Engineering Study Project No: 54577 *Caribou Ave and Boniface Parkway Intersection Study*. The report identified developing Newell St to collector standards as an option to help route traffic to the 4<sup>th</sup> Ave signalized intersection. DOT&PF requests a complete street grid be addressed in order to access traffic signals in the long term.

*"Keep Alaska Moving through service and infrastructure."*

- Currently portions of Camelot St and Newell St ROW are only half dedicated on the plat. DOT&PF recommends the municipality works toward eventually acquiring and fully dedicating the needed ROW sections of Camelot St and Newell St. and develop the street grid.
- DOT&PF requests that the municipality continue building out the traffic grid and utilizing signalized intersections in all directions for safety and to ease congestion in this neighborhood.
- No objection to the private dedication of Tokotna Loop.

All properties accessing DOT&PF roads must apply to Right-of-Way for a driveway permit, subject to provisions listed in 17 AAC 10.020. Any previously issued driveway permits become invalid once the property undergoes a platting action and must be reissued.

We recommend the petitioner verify all section line easements and DOT&PF road rights-of-way adjacent to their property. For assistance, the petitioner may contact the Engineering group within the Right of Way section in DOT&PF at (907) 269-0700. The petitioner is liable to remove any improvements within the easements and rights-of-way that impede the operation and maintenance of those facilities even if they are not shown on the plat, so it is in the petitioner's best interest to identify the exact locations and widths of any such easements or rights-of-way before they improve the property.

If any section line easements or road rights-of-way exist within the bounds of their plat, we recommend the petitioner dedicate them. If there is an existing right-of-way or easement, the petitioner is unable to develop that portion of the property yet continues to pay property taxes on it; dedicating will remove that cost to the petitioner.

If there are any questions regarding these comments please feel free to contact me at (907) 269-0522 or [mark.eisenman@alaska.gov](mailto:mark.eisenman@alaska.gov).

Sincerely,



Mark Eisenman  
Anchorage Area Planner, DOT&PF

cc: Scott Thomas, P.E., Regional Traffic Engineer, Traffic Safety and Utilities, DOT&PF  
Sean Baski, P.E., Highway Design Group Chief, DOT&PF  
Paul Janke, P.E., Regional Hydrologist, Hydrology DOT&PF  
James Starzec, AMATS Planner, DOT&PF  
Danika Simpson, Property Management Supervisor, Right of Way  
Corliss Kimmel, Office Associate, MOA Planning Department



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JUN 06 2022

June 6, 2022  
Municipality of Anchorage  
Planning Division  
P.O. Box 196650  
Anchorage, AK 99519-6650

**SUBJECT:** Request for Comments

Alaska Communications has reviewed the plats listed below and recommends the following:

**S12667 Birch Meadow Subd.**  
Alaska Communications has no objections.

Sincerely,

***Russell Tolentino***

Network Engineer II  
600 Telephone Ave, Anchorage, AK 99503  
(d) 907-564-1423 | (e) 907-240-8753  
[russell.tolentino@acsalaska.com](mailto:russell.tolentino@acsalaska.com)



**Kimmel, Corliss A.**

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**From:** Wilson, Karleen K.  
**Sent:** Thursday, June 2, 2022 10:56 AM  
**To:** Kimmel, Corliss A.; Blake, Lori A.  
**Subject:** S12667 Request for Reviewing Agency Comments  
**Attachments:** S12667 Routing Coversheet.pdf

RECEIVED

No comments from Addressing.

JUN 02 2022

Regards,

Karleen Wilson  
Addressing Official  
907.343.8168 (desk)  
907.343.8466 (shared Addressing)  
[Official Address Map](#)

**From:** Stewart, Gloria I. <gloria.stewart@anchorageak.gov>  
**Sent:** Tuesday, May 31, 2022 12:58 PM  
**Cc:** Stewart, Gloria I. <gloria.stewart@anchorageak.gov>  
**Subject:** 2022-0034 & S12667 Request for Reviewing Agency Comments

Hello all. Attached please find our Routing Coversheets for the above referenced cases (2022-0034 Conditional Use with Variances) & (S12667 Long Plat) which are scheduled as Public Hearings to be heard before the Planning and Zoning Commission on 07/11/2022. You may review the routing materials by clicking the links below, scrolling to bottom of page and selecting Reviewing Agency Routing preceded by the case no. of interest. **PLEASE REMIT COMMENTS EITHER BY MAIL OR EMAIL AS FOLLOWS:** by email to Corliss Kimmel & Lori Blake ([corliss.kimmel@anchorageak.gov](mailto:corliss.kimmel@anchorageak.gov) & [lori.blake@anchorageak.gov](mailto:lori.blake@anchorageak.gov)) or by USPS to the address listed in the upper right hand corner of the Routing Cover Sheet.

2022-0034      <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17531>.

S12667      <https://www.muni.org/CityViewPortal/Planning/Status?planningId=17534>.



Planning Department  
MUNICIPALITY OF ANCHORAGE

Gloria I. Stewart  
Senior Planning Technician •  
Planning Department  
Current Planning Division - Zoning & Platting  
Email: [gloria.stewart@anchorageak.gov](mailto:gloria.stewart@anchorageak.gov)  
Phone: (907) 343-7934  
4700 Elmore Road, Anchorage, AK 99507  
[www.muni.org/planning](http://www.muni.org/planning)





**ENSTAR Natural Gas Company**  
**A DIVISION OF SEMCO ENERGY**  
Engineering Department, Right of Way Section  
401 E. International Airport Road  
P. O. Box 190288  
Anchorage, Alaska 99519-0288  
(907) 277-5551  
FAX (907) 334-7798

June 1, 2022

**RECEIVED**

Municipality of Anchorage, Planning Division  
PO Box 196650  
Anchorage, AK 99519-7943

**JUN 01 2022**

To whom it may concern:

ENSTAR Natural Gas Company has reviewed the following preliminary plat and has no comments or recommendations.

**Lots 1-56 and Tracts 1 and 2 Birch Meadow Subdivision**  
**(MOA Case # S12667)**

If you have any questions, please feel free to contact me at 334-7944 or by email at [james.christopher@enstarnaturalgas.com](mailto:james.christopher@enstarnaturalgas.com).

Sincerely,

*James Christopher*

James Christopher  
Right of Way & Compliance Technician  
ENSTAR Natural Gas Company



**Municipality of Anchorage  
Development Services Department  
Onsite Water and Wastewater Section**



**MEMORANDUM**

**DATE:** June 9, 2022  
**TO:** Dave Whitfield, Platting Officer  
**FROM:** Deb Wockenfuss, On-Site Water and Wastewater Section  
**SUBJECT:** Comments on Cases due June 13, 2022

**RECEIVED**

JUN 09 2022

The On-Site Water & Wastewater Program has reviewed the following cases and has these comments:

S12667      Birch Meadows Subdivision

No objection

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Kimmel, Corliss A.**

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**From:** OSP Design Group <ospdesign@gci.com>  
**Sent:** Tuesday, June 7, 2022 4:19 PM  
**To:** Stewart, Gloria I.; Kimmel, Corliss A.; Blake, Lori A.  
**Cc:** OSP Design Group  
**Subject:** RE: S12667 Request for Reviewing Agency Comments  
**Attachments:** S12667 Routing Coversheet.pdf; S12667 Reviewing Agency Routing.pdf

**RECEIVED**

[EXTERNAL EMAIL]

JUN 07 2022

All,

In review GCI has no comments or objections to the plat, attached is the signed plat for your records.

Thanks,

**MIREYA ARMESTO**

GCI | Technician II, GIS Mapping  
m: 907-744-5166 | w: [www.gci.com](http://www.gci.com)

**From:** Stewart, Gloria I. <gloria.stewart@anchorageak.gov>  
**Sent:** Tuesday, May 31, 2022 12:36 PM  
**Cc:** Stewart, Gloria I. <gloria.stewart@anchorageak.gov>  
**Subject:** S12667 Request for Reviewing Agency Comments

[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]

Hello All. Attached please find our Routing Coversheet for the above referenced Platting Case (S12667) which is scheduled as a Public Hearing before the Planning and Zoning Commission on 07/11/2022. Routing materials can be viewed by clicking on the link below, scrolling to bottom of page and selecting S12667 Reviewing Agency Routing. **PLEASE REMIT COMMENTS EITHER BY MAIL OR EMAIL AS FOLLOWS:** by email to Corliss Kimmel & Lori Blake ([corliss.kimmel@anchorageak.gov](mailto:corliss.kimmel@anchorageak.gov) & [lori.blake@anchorageak.gov](mailto:lori.blake@anchorageak.gov)) or by USPS to the address listed in the upper right hand corner of the Routing Cover Sheet.

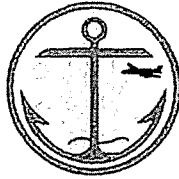
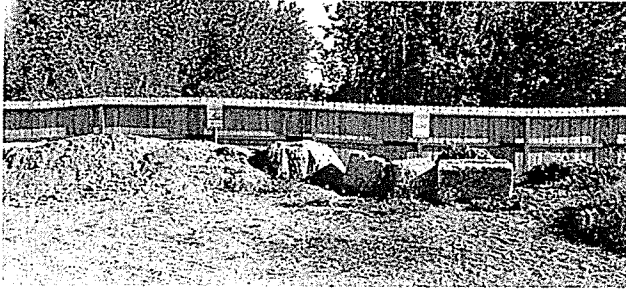
<https://www.muni.org/CityViewPortal/Planning/Status?planningId=17534>.



Planning Department  
MUNICIPALITY OF ANCHORAGE

Gloria I. Stewart  
Senior Planning Technician •  
Planning Department  
Current Planning Division - Zoning & Platting  
Email: [gloria.stewart@anchorageak.gov](mailto:gloria.stewart@anchorageak.gov)  
Phone: (907) 343-7934  
4700 Elmore Road, Anchorage, AK 99507  
[www.muni.org/planning](http://www.muni.org/planning)

# **POSTING AFFIDAVIT**

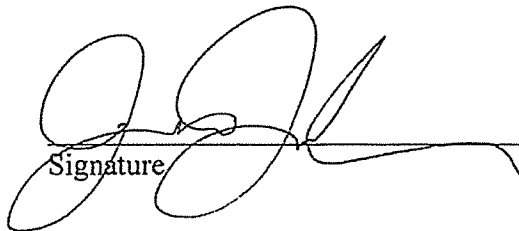


# AFFIDAVIT OF POSTING

CASE NUMBER: 512667

I, JASON JACOBSON hereby certify that I have posted a Notice as prescribed by Anchorage Municipal Code 21.03.020H.5. on the property that I have petitioned for Subdivision and Variance. The notice was posted on 06/1/2022 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed this 1 day of JUNE, 20 22.

  
Signature

## LEGAL DESCRIPTION

Tract or Lot: A2

Block: \_\_\_\_\_

Subdivision: Checkpoint

