

Postponed indefinitely 11/4/03

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Project Management &
Engineering Department
For Reading November 4, 2003

ANCHORAGE, ALASKA
AR NO. 2003-338

2 A RESOLUTION AUTHORIZING THE MUNICIPALITY TO GRANT A FIFTEEN-FOOT-WIDE
3 EASEMENT TO ENSTAR NATURAL GAS COMPANY ACROSS A PORTION OF TRACT B2,
4 TURNAGAIN VIEW EAST SUBDIVISION, S.M. ALASKA, TAX #018-411-76

5 WHEREAS, improvements within Tract B-2, Turnagain View East Subdivision require
6 installation of the natural gas service provided by ENSTAR Natural Gas Company (ENSTAR) in
7 order to support the municipal and state road project surrounding residences and the new South
8 Anchorage High School; and

9
10 WHEREAS, in order to provide the natural gas service, ENSTAR requires an
11 easement within Municipal property maintained by Anchorage Water & Wastewater Utility
12 (AWWU) to facilitate the gas main line and transmission line installation; and

13
14 WHEREAS, the subject easement has a monetary value of \$690 and ENSTAR has
15 agreed to pay AWWU for the easement right; now therefore,

16
17 THE ANCHORAGE ASSEMBLY RESOLVES:

18
19 Section 1. That the Administration is authorized to grant the requested easement to ENSTAR in
20 the following location:

21
22 A fifteen-foot-wide easement across a portion of Tract B-2, Turnagain View East
23 Subdivision, S.M. Alaska, according to records on file in the office of the Anchorage District
24 Recorder, Third Judicial District, State of Alaska.

25
26 The easement is more particularly described as the south fifteen feet (S15') of
27 Tract B2, Turnagain View East Subdivision, S.M., Alaska. Said easement contains approximately
28 4,350 square feet.

29
30 Section 2. That this resolution shall take effect immediately upon passage and approval.

31
32 PASSED AND APPROVED by the Anchorage Municipal Assembly this _____ day of
33 _____, 2003.

34
35
36
37 _____
Chair

38 ATTEST:

39
40
41 _____
42 Municipal Clerk

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

DeArmoun Road & Elmore Road Installation
Enstar Project #03-40106, Grid #SW2935
MOA Project #MISC-06-03
Tax #018-411-76

UTILITY EASEMENT

The GRANTOR, **Municipality of Anchorage, d/b/a Anchorage Water and Wastewater Utility**, whose mailing address is P.O. Box 196650, Anchorage, AK 99519-6650, for good and valuable consideration, conveys and warrants to **ENSTAR Natural Gas Company**, whose address is P.O. Box 190288, Anchorage, Alaska 99519-0288, GRANTEE, and to its successors and assigns a non-exclusive easement in perpetuity across the following described real estate:

A fifteen-foot-wide (15') easement across a portion of Tract B2, Turnagain View East Subdivision, S.M. Alaska, according to records on file in the office of the Anchorage District Recorder, Third Judicial District, State of Alaska.

The easement is more particularly described as the south fifteen feet (S15') of Tract B2, Turnagain View East Subdivision, S.M., Alaska. Said easement contains approximately 4,350 square feet.

to construct, reconstruct, maintain, repair, operate, improve, and update upon, over and under the above-described lands for installation and maintenance of a natural gas line main extension, and such other related structures as the GRANTEE may now or shall from time to time deem necessary, together with the right:

- 1 Of ingress and egress to said lands as may be reasonably necessary for the purposes described above.
- 2 To cut, trim, remove and control the growth of trees, shrubs, and other vegetation on, above, or adjoining said lands, which in the sole good faith judgment of GRANTEE, might interfere with the proper functioning and maintenance of said line or system.
3. To clear and keep the above-described lands free from fences, buildings, pavement, or other permanent structures, which in the sole, good faith judgment of GRANTEE, might interfere with the proper functioning and maintenance of said line or system.

4. To license, permit or otherwise agree to the exercise of these rights by any other authorized person, or entity.

All improvements placed on the property at the GRANTEE's expense shall remain the property of the GRANTEE and removable at its option. The failure of the GRANTEE, its successors or assigns, to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of such rights.

Grantee shall record this easement at its sole expense and expeditiously install the intended facilities. Grantee shall return the surface estate of Tract B2 and the easement to as near its original condition as practical, including reseeding and replanting any vegetation as directed by the Municipality. Grantee warrants the restoration for two years.

To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend Grantor from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the installation, construction or maintenance of the intended facilities or the easement, or any accident, injury or damages whatsoever, provided that any such claim, damages, loss or expense (a) is attributable to bodily injury, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission of Grantee or anyone directly or indirectly employed or contracted by it or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of Grantor.

Grantor shall be entitled to the full and complete non-exclusive use of the easement area in a manner consistent with the grant of easement to Grantee.

Grantee's failure to perform any of the terms of this agreement shall automatically cause reversion of the easement to the Municipality. This agreement is binding upon and insures to the benefit of the parties hereto, their successors, transferees and assigns.

DeArmoun Road & Elmore Road Installation
Enstar Project #03-40106, Grid #SW2935
MOA Project #MISC-06-03
Tax #018-411-76

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

GRANTOR. Municipality of Anchorage, d/b/a Anchorage Water & Wastewater Utility

BY:
ITS:

STATE OF ALASKA }
THIRD JUDICIAL DISTRICT } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2003 by _____, the _____ for the Municipality of Anchorage d/b/a Anchorage Water & Wastewater Utility, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

GRANTEE: ENSTAR Natural Gas Company

Date. _____

BY: _____
ITS: _____

STATE OF ALASKA }
THIRD JUDICIAL DISTRICT } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2003 by _____, the _____ for ENSTAR Natural Gas Company.

Notary Public in and for Alaska
My Commission Expires: _____

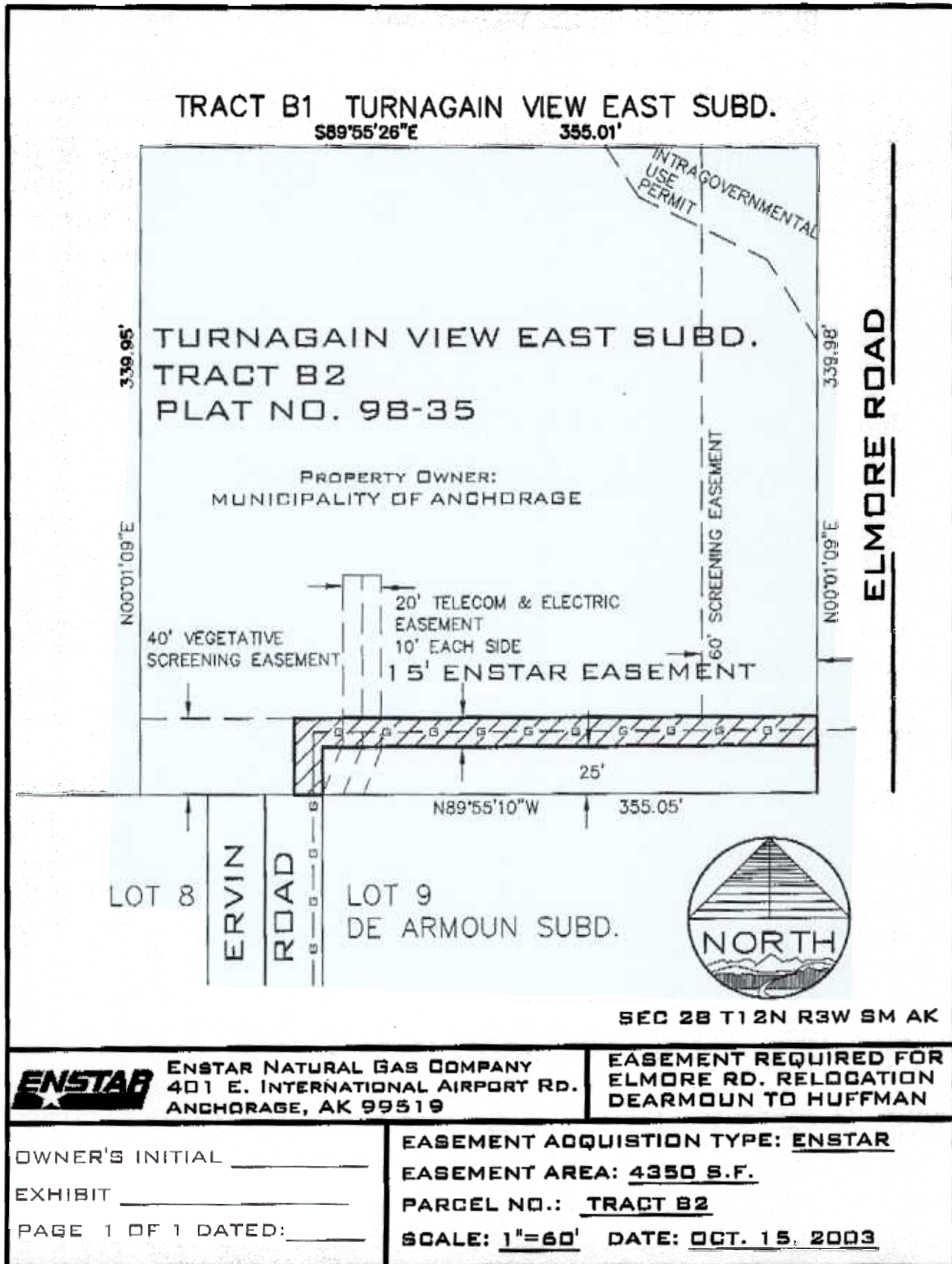


Exhibit B



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM**

No. AM 846-2003

Meeting Date: November 4, 2003

1 **FROM:** Mayor
2
3 **SUBJECT:** A Resolution Authorizing the Municipality to Grant an Easement to ENSTAR
4 Natural Gas Company across a Portion of Tract B2, Turnagain View East
5 Subdivision, S.M. Alaska, Tax #018-411-76
6
7 ENSTAR Natural Gas Company (ENSTAR) has requested a fifteen-foot-wide easement along the
8 south boundary of Tract B-2, Turnagain View East Subdivision for the installation of gas main
9 lines and transmission lines to support the State of Alaska and Municipality of Anchorage road
10 projects (DeArmoun Road and Elmore Road), and the surrounding residential area and the new
11 South Anchorage High School. Accordingly, ENSTAR requires the subject easement (Exhibit A)
12 within the Municipal property as identified on the attached parcel plat (Exhibit B).
13
14 **THE ADMINISTRATION RECOMMENDS APPROVAL OF AR NO. 2003-338 AUTHORIZING**
15 **THE MUNICIPALITY TO GRANT A FIFTEEN-FOOT-WIDE EASEMENT TO ENSTAR, WITHIN**
16 **TRACT B-2, TURNAGAIN VIEW EAST SUBDIVISION, S.M., ALASKA.**
17
18 Prepared by: Howard C. Holtan, Director, Project Management & Engineering Department
19 Concur: Mark Premo, General Manager, AWWU
20 Concur: Denis C. LeBlanc, Municipal Manager
21 Respectfully Submitted: Mark Begich, Mayor

Content Information

Content ID : 001172

A Resolution authorizing the Municipality to grant an easement to Enstar
Title: Natural Gas Company across a portion of Tract B2, Turnagain View East
 Subdivision, Tax# 018-411-76

Author: rerkosp

Initiating Dept: PME

Review Depts: AWWU

Description: A Resolution authorizing the Municipality to grant a 15-foot-wide easement to Enstar Natural Gas Company across a portion of Tract B2, Turnagain View East Subdivision, Tax# 018-411-76

Keywords: Enstar, easement, Turnagain View East

Date Prepared: 10/23/03 1:46 PM

Workflow History

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
AllOtherARWorkflow	10/8/03 1:43 PM	Checkin	rerkosp	Public	001172
PME_SubWorkflow	10/8/03 2:10 PM	Approve	holtanhc	Public	001172
AllOtherARWorkflow	10/9/03 9:43 AM	Reject	katkusja	Public	001172
AllOtherARWorkflow	10/9/03 10:56 AM	Checkin	rerkosp	Public	001172
PME_SubWorkflow	10/10/03 8:22 AM	Approve	holtanhc	Public	001172
AllOtherARWorkflow	10/13/03 10:01 AM	Reject	premomc	Public	001172
AllOtherARWorkflow	10/23/03 1:46 PM	Checkin	rerkosp	Public	001172
PME_SubWorkflow	10/24/03 8:29 AM	Approve	holtanhc	Public	001172
AWWU_SubWorkflow	10/24/03 10:09 AM	Approve	premomc	Public	001172
MuniManager_SubWorkflow	10/26/03 7:46 PM	Approve	leblancdc	Public	001172
MuniMgrCoord_SubWorkflow	10/27/03 12:27 PM	Approve	katkusja	Public	001172

RESOLUTIONS FOR ACTION - OTHER