



After recording return to;
City and Borough of Juneau
Attn: Community Development Department
155 South Seward Street
Juneau, AK 99801

DRIVEWAY MAINTENANCE AND INDEMNITY AGREEMENT

WHEREAS, the Smugglers' Cove Road Association is an Alaska non-profit corporation formed in part to construct and maintain a private driveway partially in the CBJ right-of-way near the end of Fritz Cove Road, and partially in an easement across CBJ land; and

WHEREAS, the members of the Smugglers' Cove Road Association are the owners of the following parcels of real property that will be accessed by this private driveway, and which do not adjoin the CBJ right-of-way, but adjoin the easement:

ASLS 70-3; USS 3297 Lot 1; USS 3297 Lot 2; USS 3297 Lot 3; USS 3297 Lot 4; USS 3297 Lot 5; USS 3297 Lot 6, in the Juneau Recording District; and

WHEREAS, the following three lots of record adjoin the portion of the driveway in the CBJ right-of-way:

USS 2492 Lot A1; USS 2492 Lot A2; USS 2492 Lot 1A, in the Juneau Recording District; and

WHEREAS, on August 2, 2005, the CBJ Planning Commission issued a Notice of Decision granting the Smugglers' Cove Road Association (then called the Smugglers' Cove Pioneer Association) an Allowable Use Permit, USE 2005-00034, to construct their private driveway in the CBJ right-of-way; and

WHEREAS, Condition 2 of the Allowable Use Permit and CBJ 49.35.240(d) require the Smuggler's Cove Road Association to agree to certain terms and conditions regarding the Association's maintenance responsibilities, access obligations, and legal responsibility for the portion of the private access driveway in the right of way, and

WHEREAS, Condition 2 and CBJ 49.35.240(d) require that this agreement be recorded for each lot or parcel of land adjoining the segment of right-of-way in which the access driveway will be located, for the purpose of providing notice to those lot owners that CBJ is not responsible for this driveway; and

WHEREAS, the Smuggler's Cove Road Association has also agreed that the document will be recorded for the seven lots adjoining the CBJ-granted easement so as to provide those lot owners with notice of their particular maintenance and other responsibilities;

NOW, THEREFORE:

The Smugglers' Cove Road Association agrees that the City and Borough of Juneau shall not be obligated to provide any maintenance, grading or snow plowing for the access driveway which would not be provided as a matter of course for any other driveway located on private land.

The Smugglers' Cove Road Association further agrees to indemnify, defend, and hold the City, its officers, agents, and employees, harmless from all suits, claims, actions, losses, costs, penalties, and damages, including reasonable attorney's fees arising out of the design, maintenance, existence or location of the driveway where it crosses the City right-of-way.

The Smugglers' Cove Road Association agrees not to block the access driveway from public pedestrian access.

The Smugglers' Cove Road Association acknowledges that the City and Borough of Juneau will have unimpeded access to the access driveway to carry out any other responsibilities.

The Smugglers' Cove Road Association agrees to maintain the access driveway according to the requirements and conditions established by the CBJ Director of Engineering in the excavation permit.

The Smugglers' Cove Road Association acknowledges that the City and Borough of Juneau will record a copy of the agreement with the State Recorder's Office for each lot or parcel of land adjoining the segment of right-of-way in which the access driveway is to be located.

The Smuggler's Cove Road Association acknowledges that the City and Borough of Juneau will record a copy of the agreement with the State Recorder's Office for each lot or parcel of land adjoining the easement in which the access driveway is to be located.

Dated this 7 day of February, 2006


SMUGGLERS' COVE ROAD ASSOCIATION, INC.
By: Creighton Laurent, President

STATE OF ALASKA

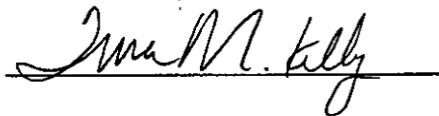
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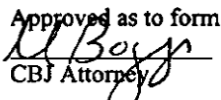
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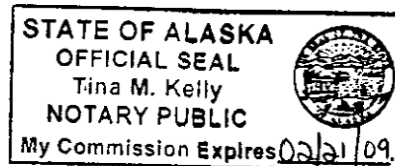
THIS IS TO CERTIFY that on the 7th day of February, 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Creighton Laurent, President of Smugglers' Cove Road Association, Inc., known to me and to me known to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized by authority granted him in the Bylaws or by resolution of the Board of Directors of said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Notary Public for State of Alaska
My commission expires: 02/21/09



Approved as to form

CBJ Attorney



Juneau Recording District

