

Presented by: The Manager
Introduced: 04/26/2004
Drafted by: J.W. Hartle

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2260

A Resolution Authorizing the Manager to Convey a Driveway and Utility Easement Across a Fraction of Tract B, Tee Harbor Alaska Subdivision, in the Vicinity of North Tee Harbor.

WHEREAS, the City and Borough of Juneau owns Tract B, Tee Harbor Alaska Subdivision; and

WHEREAS, 24 years ago, Alan and Judy Graves, owners of adjoining land, Lot 4, U.S. Survey 3060, constructed a driveway to their house, mistakenly locating a portion of their driveway on the CBJ parcel; and

WHEREAS, the error was discovered only recently when the Graves were preparing to sell their property; and

WHEREAS, CBJ 53.09.300 authorizes the Manager to convey easements across City and Borough land, upon approval of the Assembly by resolution; and

WHEREAS, the Assembly Lands Committee reviewed this proposed easement at its meeting March 8, 2004 and recommended approval; the Planning Commission reviewed this proposal at its meeting of April 13, 2004, and recommended approval.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Authorization. The Manager is authorized to negotiate and convey a driveway/utility easement, across a fraction of Tract B, Tee Harbor Alaska Subdivision, to Judy and Alan Graves, or their successors in interest, owners of Lot 4, U.S. Survey 2060, subject to the terms and conditions established herein.

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Section 2. Terms and Conditions.

(a) Term.

The easement shall be perpetual.

(b) Use.

Use of the easement shall be for the sole purpose of providing for vehicular access, pedestrian access, and utility lines.

(c) Non-Exclusivity.

The easement shall be non-exclusive. The CBJ reserves the right to convey overlapping easements.

(d) Public Pedestrian Access.

The CBJ retains the right on behalf of the public for pedestrian use on and across the easement.

(e) Easement Value.

Grantees shall pay market value for the easement.

(f) Abandonment and Termination.

The easement may be terminated if unused for a period of more than five years.

(g) Construction and Maintenance.

Grantees shall be responsible for the construction and maintenance of any improvements required for their utility or access purposes.

(h) As-Built Survey.

Grantees shall provide an as-built survey of that portion of the driveway to be located within the easement, in accordance with CBJ surveying standards.

(i) Hold Harmless.

Grantees shall agree to indemnify, defend, and hold the CBJ harmless from any claim or liability for damages to property or injury to persons arising out of Grantees' construction and maintenance of improvements within or use of the easement.

(j) Relocation.

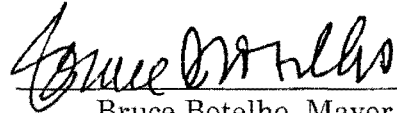
The CBJ may require Grantees to relocate their improvements, in accordance with CBJ 53.09.300(i). If CBJ 53.09.300(i) is modified subsequent to issuance of the easement, the newer legislation pertaining to relocation shall apply.

(k) Other Terms and Conditions.

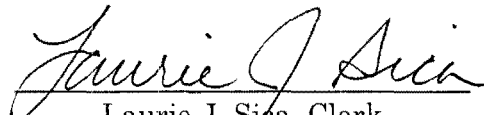
The City Manager may include other terms and conditions he deems in the public interest.

Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

Adopted this 26th day of April, 2004.


Bruce Botelho, Mayor

Attest:


Laurie J. Sica, Clerk

Vote: Unanimous