

Presented by: The Manager  
Introduced: 08/25/2005  
Drafted by: J.W. Hartle

**RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2325**

**A Resolution Authorizing the Manager to Convey a Driveway  
and Utility Easement Across a Fraction of Lot 1, U.S. Survey  
3559, in the Vicinity of North Douglas Island.**

WHEREAS, the City and Borough of Juneau owns Lot 1, U.S. Survey 3559, a large parcel of land located on the north side of Douglas Island; and

WHEREAS, Lot 1, U.S. Survey 3559 was designated as a Conservation Area in the CBJ's 1996 Parks and Recreation Comprehensive Plan; and

WHEREAS, Lisa Simone Machamer owns Lot 5, U.S. Survey 3559, a landlocked parcel; and

WHEREAS, Ms. Machamer is considering selling her property and is seeking a driveway easement across CBJ land in order to improve the value of the property; and

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

WHEREAS, comments on the proposed easement were solicited from Public Works, Engineering, Parks and Recreation, Community Development, and the Fire departments and there were no objections to the issuance of an easement; and

WHEREAS, the Planning Commission and the Assembly Lands Committee reviewed this proposed easement and recommended approval at their meetings July 26, 2005 and August 8, 2005, respectively.

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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 Lot 1, U.S. Survey 3559 to Lisa Simone Machamer or her successor in interest, owner of Lot 5, U.S. Survey 3559, as generally shown in Exhibit A, subject to the terms and conditions established herein.

**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 vehicular access, pedestrian access, and utility lines to serve a single family or duplex residence on the grantee's property. No commercial use of the easement is allowed.
- (c) Non Exclusivity. The easement shall be non exclusive. The CBJ may grant other overlapping easements.
- (d) Right-of-Entry. Prior to issuance of the right-of-entry, the applicant shall provide a centerline description of the driveway alignment, approved by the CBJ Chief Regulatory Engineer.
- (e) Permits. The grantee shall obtain all authorizations and permits necessary to construct the driveway.
- (f) Construction and Maintenance. The grantee is responsible for construction and maintenance of any improvements.
- (g) Purchase Price. Purchase price of the easement/right-of-entry shall be fair market value.
- (h) Revocation.
  - (1) Driveway Not Constructed. The CBJ Manager may revoke the right-of-entry if the applicant or successor in interest has not constructed the driveway after five years from the date of issuance of the right-of-entry. The CBJ Manager may extend the right-of-entry for good cause.
  - (2) Non Use. The easement shall be revoked if the easement holder does not use the driveway for a period of five years.

(3) CBJ Street Constructed. The easement shall be revoked if the easement holder's property is served by a dedicated, constructed CBJ street.

(i) Rights Retained by CBJ.

(1) Use of Driveway Alignment. The CBJ reserves the right to use portions of the driveway alignment for a dedicated CBJ street.

(2) Public Pedestrian Use. The CBJ reserves the right of public pedestrian access along the easement.

(j) Relocation. The grantee may be required to relocate the driveway to a new location upon direction of the Assembly in accordance with CBJ 53.09.300(i).

(k) As-Built Survey. Grantee shall provide CBJ with an as-built survey of the driveway and any improvements, once constructed.

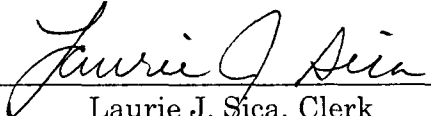
(l) Other Terms and Conditions. The CBJ Manager may include other terms and conditions he deems in the public interest.

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

Adopted this 25<sup>th</sup> day of August, 2005.

  
Bruce Botelho, Mayor

Attest:

  
Laurie J. Sica, Clerk