

Presented by: The Manager
Introduced: 06/08/2015
Drafted by: A. G. Mead

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2725

A Resolution Authorizing the Manager to Convey an Access and Utility Easement across a Fraction of Lot 1, U.S. Survey 3559, Located at the North End of 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 end 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 accessible by navigable water; 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 by the Assembly by resolution; and

WHEREAS, the Machamer family requested an identical easement in 2005 which was approved by Resolution 2325 but never finalized due to the Machamers' failure to initiate and complete certain required improvements; and

WHEREAS, the Planning Commission and the Assembly Lands Committee reviewed this proposed easement and recommended approval at their meetings February 10, 2015 and March 23, 2015 respectively.

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 an easement across a fraction of Lot 1, U.S. Survey 3559 to Lisa Simone Machamer or her successor in interest ("Grantee"), owner of Lot 5, U.S. Survey 3559, as generally shown in Exhibit A, subject to the Grantee completing construction of a driveway and approved as-built drawings. The Manager is authorized to enter into a right-of-entry agreement with the Grantee for the purpose of allowing the construction of the driveway and related improvements and completion of the required as-built drawings required by the

right-of-entry agreement. The right-of-entry agreement and final easement shall include the following essential terms and conditions.

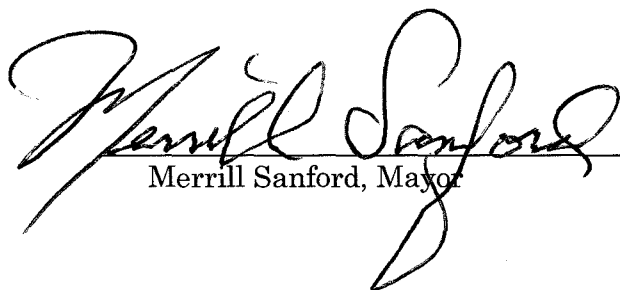
Section 2. Terms and Conditions.

- (a) **Term.** The right-of-entry agreement shall terminate on July 1, 2020, unless extended consistent herein, if Grantee fails to complete construction and required as-built drawings of the driveway. The CBJ Manager may extend right-of-entry for good cause. If Grantee satisfies the terms of the right-of-entry agreement, then the driveway and utility easement shall be perpetual.
- (b) **Use.** Use of the easement shall be for the sole purpose of providing vehicular access, pedestrian access, and utilities 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 agreement, the Grantee shall pay the fair market value of the easement and provide a centerline description of the driveway alignment, approved by the CBJ.
- (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. Grantee shall only employ licensed, bonded, and insured contractors when performing pursuant to this agreement.
- (g) **Purchase Price.** Purchase price of the easement/right-of-entry shall be fair market value.
- (h) **Revocation of Easement.**
 - 1) **Non-Use.** The easement shall be revoked if the easement holder does not use the driveway for a period of five years.
 - 2) **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 deemed to be in the public interest.

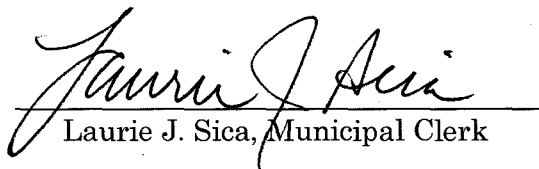
Section 3. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this 8th day of June, 2015.



Merrill Sanford, Mayor

Attest:



Laurie J. Sica, Municipal Clerk