



**PARKS & RECREATION ADVISORY COMMITTEE
MEETING AGENDA
TUESDAY, SEPTEMBER 1, 2020
5:30 P.M.
ZOOM WEBINAR**

This meeting will take place virtually via **Zoom Webinar**. To join the Zoom Webinar, go to <https://juneau.zoom.us/j/94184441385> or call: 1 253-215-8782. **Webinar ID: 941 8444 1385**. Members of the public wishing to provide public comment during the meeting can do so by clicking the “Raise Hand” button (online Zoom Webinar) or press *9 (telephone).

Agenda Item	Presenter	Action Requested
I. Call to Order	C. Mertl	
II. Approval of Agenda Agenda Changes	C. Mertl	<i>If no changes: Motion to approve</i>
III. Approval of Minutes		
IV. Public Participation on Non-Agenda Items	C. Mertl	
V. New Business Chicken Yard Park Utility Easement Request	M. Elfers	
VI. Unfinished Business		
VII. Information Items Trail Master Plan Update	A. Eddins	
VIII. Committee, Liaison, and Board Member Reports Chair Report Liaison to the Assembly Board Member Liaisons Other Board Member Business	C. Mertl Wade Bryson Liaisons All	
IX. Adjournment	C. Mertl	



TO: Parks & Recreation Advisory Committee
FROM: George Schaaf, Parks & Recreation Director
DATE: August 28, 2020
RE: September 1, 2020 Meeting

DIRECTOR'S REPORT

Please find enclosed the information supporting your agenda topics for this meeting. The meeting is anticipated to last 60 minutes and will take place via **Zoom Webinar**. To join the Zoom Webinar, go to <https://juneau.zoom.us/j/94184441385> or call 1-253-215-8782. **Webinar ID:** 941 8444 1385.

NEW BUSINESS

A. Chicken Yard Park Easement Request – *Requested by M. Elfers [Page 3-14]*

Construction of planned improvements to Chicken Yard Park is set to begin this fall, including construction of two parking spaces provided for the exclusive use of the owners of 625 Fifth St. under a 2019 agreement with CBJ. The owners of this property have requested an easement to run buried conduit and electrical wiring through the park from their house to the parking spaces, to support an electric vehicle charging station. The cost of the utility work and ongoing electrical service would be the responsibility of the owners of 625 Fifth St. A memo in tonight's packet contains additional details.

I request that you recommend the Assembly approve this request.

SUGGESTED MOTION:

The PRAC recommends that the Assembly approve the request for a utility easement through Chicken Yard Park by Marta Lasatufka and Michael Bucy.

UNFINISHED BUSINESS – *None*

INFORMATION ITEMS

A. Trail Master Plan Update – *Requested by G. Schaaf [Page 15]*

Staff from the Parks & Recreation and Community Development Departments are continuing work on the Juneau Trail Plan. Allison Eddins, Planner II, will present information about the plan, development process, and ongoing public engagement efforts.



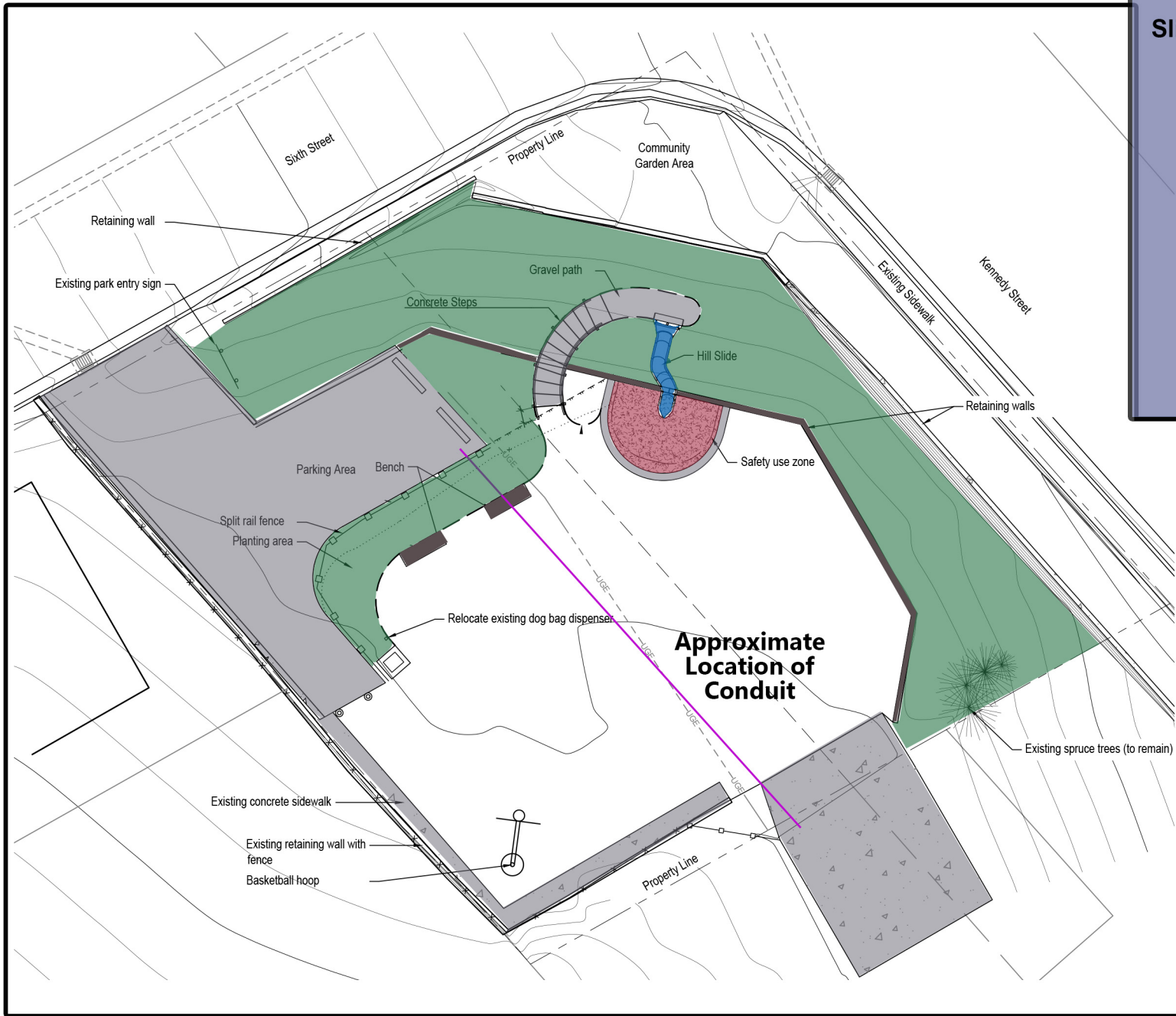
TO: Parks & Recreation Advisory Committee
FROM: Michele Elfers, Parks & Recreation Deputy Director
DATE: August 28, 2020
RE: Chicken Yard Park Utility Easement Request

In 2019 CBJ entered into an agreement with the homeowner adjacent to Chicken Yard Park (626 5th Street) to resolve an issue of access through the park, avoid litigation, and allow CBJ to move ahead with planned improvements to the park. The agreement grants an easement for two parking spaces within the park, vehicle parking access (driveway easement), and pedestrian access through the park from the parking spaces to the residence. The easement runs with the land, meaning if the residence is sold, the easement transfers to the new owners. The parking spaces will be constructed this fall along with other improvements to the park.

In anticipation of this work, the owners of 626 5th Street filed an application with the Lands & Resources Division for a utility easement across Chicken Yard Park. The homeowner would like to run conduit and electrical wiring from their home to an electric vehicle charger that they plan to install near the new parking spaces.

This agreement and relationship with the homeowner is a unique situation in our park system. The Parks and Recreation Department recognizes the need for supporting the homeowner's use related to the easement and agreement. As the request for the utility easement is directly connected to vehicle parking needs and maintenance and there is an existing easement supporting this use, the Department supports this request.

The Department requests that the PRAC provide a recommendation to the Assembly to approve the utility easement request for Chicken Yard Park.



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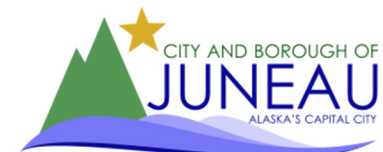
Anchorage - 907.222.2859
2505-B Fairbanks St. 99503
Juneau - 907.988.9000
119 Seward St. 99801
AECC #1195



PLAN • DESIGN • CONSTRUCT

9109 Mendenhall Mall Rd, Ste 4, Juneau, Alaska 99801
907.780.6060 | AECC605

Chicken Yard Park Plan, June 2020



Recorded in the Juneau Recording District.

When recorded return to:

City and Borough of Juneau, AK
Attn: Division of Lands and Resources
155 S. Seward St
Juneau, AK 99801

Document Title: Chicken Yard Park Access and Parking Easement

Grantor: City and Borough of Juneau

Grantees: Jackson L Gitchell III and Vicki P Van Fleet

Grantor’s Legal Description: Lots 5 & 6, Block 113, Juneau Townsite

Grantor’s Parcel Number: 1C040A130060

Chicken Yard Park Access and Parking Easement Agreement

PART I. PARTIES. This easement is made between the **City and Borough of Juneau**, Alaska, a municipal corporation in the State of Alaska, whose address is 155 S. Seward Street, Juneau, Alaska 99801, hereinafter “Grantor” or “CBJ,” and **Jackson L Gitchell III and Vicki P Van Fleet**, whose address is 656 Fifth St, Juneau, Alaska, 99801, hereinafter “Grantees.”

PART II. ADMINISTRATION. All communications about this easement shall be directed as follows, any reliance on a communication with a person other than that listed below is at the party’s own risk.

Grantor/CBJ:
City and Borough of Juneau
Attn: Lands and Resources Manager
155 S. Seward Street
Juneau, Alaska 99801
Phone: (907) 586-0205; Fax: (907) 586-5385

Current Grantees:
Jackson L Gitchell III and Vicki P Van Fleet
656 Fifth St
Juneau, Alaska, 99801

PART III. EASEMENT TERMS AND CONDITIONS.

- (a) **Servient Tenement (“CBJ Property”).** Consistent with the vesting Warranty Deed, Book 42 of Deeds at page 364 (June 9, 1950), the CBJ acquired the following real property, which is used and known as Chicken Yard Park (the CBJ property):

All of Lots numbered five (5) and six (6) in block numbered one hundred and thirteen (113) as designated upon the official map and plat of the city of Juneau, said lots being formerly the site of Simpson Hospital, and the same lots referred to in a deed recorded on Page 291 of Volume 22 of Deeds of the Juneau Recording Precinct, First Judicial Division, Territory of Alaska.

- (b) **Dominant Tenement (“Grantees Property”).** Consistent with the vesting Warranty Deed, 2014-001797-0 (May 4, 2014), Grantees acquired the following real property:

Lot 3, Block 113, Town site of Juneau, Juneau Recording District, First Judicial District, State of Alaska, and

That part of Lot 4, Block 113, Town site of Juneau, Juneau Recording District, First Judicial District, State of Alaska, more particularly described as: BEGINNING at the West Corner of said lot, run thence S 41° 17' E, on the Southwest Line of said lot, 37.08 feet; thence N 48° 43' E 15.00 feet; thence Northwesterly to the Northwest Line of said lot at a point 15.00 feet from the West Corner; thence S 60° 35' W 15.00 feet to the point of beginning.

(c) Purpose of Agreement. The Grantees believe an access easement exists appurtenant to their property that allows them to cross Chicken Yard Park with their vehicles so as to gain access to their property and a parking area on their property. They claim this access easement was created by prescription, by estoppel, and inquiry notice. The Grantees believe if the CBJ prohibited access across Chicken Yard Park to their property and parking area, CBJ would be exposed to an inverse condemnation claim. The CBJ does not believe the Grantees have such an easement. To resolve this impasse, the Parties agree to enter into this Agreement. This Agreement represents a full and complete compromise in which neither party gets everything they wanted. At the same time, it avoids the uncertainty of litigation, minimizes Park users and vehicle issues, allows the CBJ to make long-overdue improvements to a cherished community park, and brings peace to a contentious situation that was dividing the community. Both Parties benefit from a closure of these issues

(d) Terms of Agreement. CBJ agrees to pay five thousand dollars (\$5,000) to the Grantees and, in accord with Part III (e) (i) and (ii) of this Agreement, the CBJ agrees to

grant and convey to the Grantees, and successors in interest in Grantees' Property, and for benefit of Grantee's Property, the following easements appurtenant on or across Chicken Yard Park as this Park is described in Part III (a) above: 1) an easement appurtenant for two off-street parking spaces, 2) a vehicle parking access easement appurtenant (driveway easement) and 3) a pedestrian access across the CBJ Property referred to in Part III (a) above for the benefit of the Grantee's Property referred to in Part III (b) above. In return for payment of \$5,000 and the grant and conveyance of the above easements by the CBJ to the Grantees, the Grantees agree to waive their claim of holding an access easement across Chicken Yard Park.

- (e) Grant of Parking Easements.** (i) The CBJ hereby grants and conveys the following easements appurtenant to the Grantees and successors in interest in the Grantees' Property: 1) an easement appurtenant for two parking spaces in an area within CBJ Property (Chicken Yard Park), 2) a vehicle parking access easement appurtenant over and across CBJ property (a driveway easement) to allow the Grantees' vehicles reasonable access to and from the two parking spaces, and 3) a pedestrian access easement appurtenant over and across the CBJ property running from parking spaces to the grantee's property. Grantee has exclusive use of the parking spaces, but the driveway access easement and the pedestrian easement access are not exclusive for use by the Grantees. The two parking spaces will be rectangular in shape and measure 9 feet by 20 feet per space and located on the CBJ Property. The parking spaces may be delineated by signs and a gate by CBJ, provided before this is done, the Grantees are consulted and give their approval, which may not be unreasonably withheld. The CBJ agrees to provide the parking spaces and agrees to improve the parking spaces consistent with the upcoming Capital Improvement Project, provided it is understood that any such improvement will not void, eliminate or change the terms of any pre-existing easement granted by the CBJ to the Grantees by this Agreement and the Grantees or their successors in interest give their written permission for the improvement. The Grantees agree that the CBJ may locate the parking spaces within the boundaries of one of the two options as generally depicted in Exhibit A-1 and Exhibit A-2 of this Agreement. The purpose behind creating these parking spaces is to provide convenient off-street parking for the Grantees in a location that does not foster unrestricted vehicle traffic through Chicken Yard Park. There is otherwise no public parking on the CBJ Property.]
- ii) The above easements are valid even though the Agreement does not provide a metes and bounds description of them. After the signing of this Agreement, the parties, at a time to be determined by them, will meet to establish the actual location of the two off-street parking spaces as identified by metes and bounds. *Offshore Systems-Kenai v. State*, 282 P.3d 348, 357 (Alaska 2012).
- (f) **Construction and Permitting.** The CBJ is responsible for construction the parking spaces. The CBJ shall obtain all authorizations and permits required to construct the parking spaces required by this easement.


- (g) **Interim Vehicle Use.** The parties agree that the Grantees may continue to drive over and through Chicken Yard Park until the CBJ completes construction of the parking spaces and they are ready to be used.
- (h) **Restricted Vehicle Access.** After completion of the parking spaces, the Grantees may request temporary permission from the CBJ, which shall not be unreasonably withheld, to have limited vehicle access through the park. Notice of these requests shall be made at least two business days in advance, unless access is required for a medical emergency. The intent of this provision is to facilitate deliveries of large goods, home repairs, and other similar purposes. Notice of these requests should be made only during business hours. If Grantees needs or desires limited access outside of business hours, Grantor shall approve access provided that Grantees pay cost of CBJ staff assistance in this limited access provided such assistance is needed. However, if the Grantees require access outside business hours due to a medical emergency, the Grantee has no duty to pay the CBJ costs.
- (i) **Maintenance.** Upon substantial completion of the Capital Improvement Project for Chicken Yard Park, the Grantees shall and agrees to maintain the parking spaces consistent with the purpose of the easement including reasonable striping, resurfacing, and winter maintenance.
- (j) **Term of Easements.** Upon execution of this Agreement by both parties, the easements granted and conveyed to the Grantees and successors in interest in the Grantees' Property are effective. These easements run with the land in perpetuity and are not transferable or severable from the Grantees' property. These easements may be terminated by written agreement between the Grantor and Grantees or their successors in interest in Grantee's Property, by written notice of relinquishment by Grantees or their successors in interest in Grantees' property, or by other means authorized by law.
- (k) **Governing Law.** The laws of the State of Alaska shall govern this easement. The venue for any proceedings brought by either party to enforce the terms of this agreement shall be in the First Judicial District at Juneau, Alaska.
- (l) **Integration and Modification.** This agreement, including all appendices, exhibits, and references, constitutes the entire agreement between parties. Any modification, amendment, or waiver of any provisions of this agreement shall not be effective, unless it is mutually agreed to in writing and signed by both parties.

- (m) **Payment.** The CBJ agrees to pay Grantees five thousand dollars (\$5,000.00) within sixty days of the adoption of Resolution 2849.
- (n) **Waiver and Disclaimer.** (i) Subject to Part III, (p), upon the recording of the grant and conveyance of the easements referred to in Part III (e) of this agreement, Grantees and CBJ agree that any and all rights arising from the mutual claims described in Part III (c) above and that are directly related to parking and access issues involving the real property that is the subject of this Agreement (the CBJ Property), will be forever abandoned, waived and barred from future action. Specifically, the Grantees, except for those easements referred to in Part III (e) of this Agreement, abandon, relinquish and disclaim the easement they have claimed in Part III (c) over and through the CBJ Property. The intent and purpose of this Agreement is to effect a full and final release and settlement of all claims as they are set out in Part III (c) above.
- (ii) The parties acknowledge that they have been informed of the following Alaska Supreme Court cases: *Young v. State*, 455 P.2d 889 (Alaska 1969), *Alaska Airlines v. Sweet*, 568 P.2d 9116 (Alaska 1977), *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978) and *Totem Tug & Barge v. Alyeska Pipeline Co.*, 584 P.2d 15 (Alaska 1978). The Parties do not believe the holdings of any one of these four cases affect the release between the Parties described above and that the Parties true intention and desire is to fully release the other. It is the purpose of this Agreement to finally resolve all claims directly arising out of the dispute between the Parties described in Part III (c) above.
- (o) **No Duress or Coercion.** The parties agree that they are not under duress or pressure from any source, that the other party has not coerced their assent, and that each party executes this agreement voluntarily, freely, and with full knowledge of its contents, and that each party has obtained or has had a reasonable opportunity to obtain independent legal advice from an attorney of their choosing.
- (p) **Severability.** If one or more of the provisions of this agreement is held invalid, illegal or unenforceable for any reason, such holding will not impair the validity, legality, or enforceability of the remaining provisions, unless such invalidity, illegality or unenforceability for any reason destroys or nullifies the grant of the easements (or easement) set out in Part III (e) above, or nullifies the purpose of this easement Agreement as set out in Part III (c) above. Should this occur, the entire Agreement will become null and void in relation to the granter, the grantees and the successors in interest in the grantees' property.
- (q) **Construction.** The parties have reviewed and participated in the preparation of this agreement.
- (r) **CBJ Authority.** The City is authorized to convey these easements pursuant to Resolution 2849 and CBJ 53.09.300.
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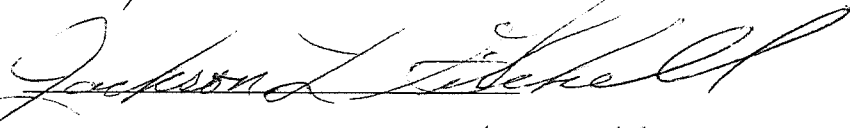
PART V. EXECUTION. The CBJ and Grantees agree and sign below.

Grantee: Jackson L Gitchell III and Vicki P Van Fleet
Grantees:

Date: AUGUST 7 2019

By: 
Print name: VICKI P. VAN FLEET

Date: 8/7/19

By: 
Print name: Jackson L Gitchell III



(907) 586-0715
CDD_Admin@juneau.org
www.juneau.org/CDD
155 S. Seward Street • Juneau, AK 99801

August 27, 2020

From: Allison Eddins, Community Development

To: Parks and Recreation Advisory Committee

RE: Juneau Trails Plan – Update #1

CBJ along with Alaska State Parks, the US Forest Service and Trail Mix, Inc. has begun working on the Juneau Trails Plan. The last trails plan for Juneau was completed in 1993 and a Trails Management Plan was completed in 1995.

The new plan will be a 20 year document that will define high-priority trails and projects and will identify and address opportunities and constraints in the Juneau trails system. The plan will also provide coordination and connectivity between the partner agencies for maintenance and future development. The need for a detailed trail maintenance schedule has been identified. This may be an appendix to the Juneau Trails Plan or it may end up being a standalone document.

Community outreach will play a significant role in helping the planning team develop document. Outreach kick-off in early August with an online survey that has been advertised through press releases, social media, radio and signs at trailheads. As of August 27th, over 1,300 community members have participated in the survey. Outreach efforts will continue into the fall with stakeholder meetings of various user groups.

The planning team will spend the winter analyzing the community input and writing the plan. A draft document will be ready for public review in the spring.