



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99687
PHONE: (907) 373-9050
FAX: (907) 373-0788

COUNCIL MEMORANDUM NO. 91-59 (AMENDED)

FROM: Municipal Services

DATE: September 5, 1991

SUBJECT: Bailey Lane Project

With permission of the Administration, the Bailey Lane Right-of-way Project was conceived to acquire 30' of additional right-of-way for Bailey Lane between Lake Lucille Drive and Buena Vista Addition #3. The approach taken was dictated by the fact that the lots on either side of Bailey Lane are substandard and also because the property owner is willing to only sell entire lots. In concept the owner of Lot 34 is willing to buy the remainder of Lot 35 for \$3,000.00 thus helping to dispose of surplus property. The project below does not contemplate using eminent domain as in the administration's view not enough people would benefit at this time.

The project involves buying Lots 35, 36 and 37 of Buena Vista Addition #1, replatting Lots 33, 34 and 35 into 33A, replatting Lots 36 and 37 into 36A and then selling Lot 36A and the remainder of Lot 35.

Property Owners

Lots 33 & 34

Mary J. McDonald
5475 McDonald Way W.
The Dalles, OR 97058

Lots 35 & 37

Shirley Olson In Trust
Fredericks, Robert K.
P.O. Box 202245
Anchorage, AK 99520

Lot 36

Rex L. Lewis
2980 Drake
Anchorage, AK 99508

Utility Lines

MEA There are two poles in the project area. The pole to the East (WB34-6A) is not a problem. The pole to the West (WB34-6-1A) at Corky Drive and Bailey Avenue appears to be 6 to 8 feet out into Corky Drive right-of-way and eventually will have to be moved. For this project I am 90% sure that the West pole will not have to be moved.

MTA There are two MTA facilities in the project area, one overhead and one underground. The underground cable should not be a problem. The overhead may have to be moved if not abandoned when the MEA pole is moved.

Costs of the project and funding sources are shown below:

Bailey Lane Project 06/28/91

Estimated cost of Replatting of Lots 33, 34, 35, 36 and 37 and purchase of Lots 35, 36 and 37.

Replat: Lots 33 - 37		
Engineering and Surveying		\$4,000.00
<u>Fees:</u>		
Regular Plat	\$300.00	
Certificate to Plat	250.00	
Mailing	50.00	
Recording	<u>25.00</u>	625.00
Minor Development Permit		100.00
Title Report, Closing Costs, 1991 Taxes		<u>1,000.00</u>
		\$5,725.00

Land Purchase: Lots 35 - 37

<u>Lot</u>	<u>Size</u>	<u>Tax Value</u>	<u>Seller Price</u>	
Lot 35	10,890 sq.ft.	\$5,500	\$6,250	
Lot 36	13,068 sq.ft.	6,500	7,200	
Lot 37	13,068 sq.ft.	6,500	<u>7,200</u>	
				\$20,650.00

Assessments: Sewer	Gas		
Lot 35	\$400.00	\$400.00	\$ 800.00

Contingency \$ 625.00

Total Costs \$27,800.00
 Cost Per Square Foot \$.75

Tax Value of Lots	\$18,500.00
Appraisal Cost	<u>950.00</u>
	\$19,450.00

Source of Funds

Sale of Remainder of Lot 35 to owner of Lot 34 7,210 sq.ft.	\$ 3,000.00
Sale of Replatted Lot 36A (36 and 37) 23,756 sq.ft. @ \$.51	\$12,116.00
	<u>15,116.00</u>

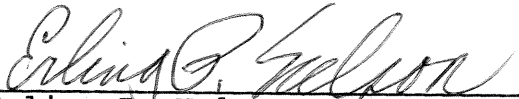
Net Cost of Right-of-way \$12,684.00

Available Right-of-way Fund

06/30/91 Balance	\$14,000.00
FY92 Revenue	<u>5,400.00</u>
	\$19,400.00
*General Fund Advance	\$ 8,400.00
 Total Funding	 \$27,800.00

*To be used only as necessary and any amount used will be refunded when property (Lot 36A) is sold.

Recommend that Resolution No. WR91-45 authorizing the Mayor to proceed with the project be approved and that Ordinance Serial No. 91-38 funding the project be introduced for public hearing on September 23, 1991.



Erling P. Nelson, CMC
Director of Municipal Services

EPN/mdh

McKinley
Title & Trust, Inc.

Handwritten initials/signature

DELIVER TO: CITY OF WASILLA

ADDRESS: _____

ATTN: EARLING

REMARKS: _____

EASEMENTS FOR LOTS 33-37 BUENA VISTA #1
THIS IS ALL WE FOUND. THE 2ND IS A BLANKET
EASEMENT COVERING THE WHOLE SUBDIVISION.

FROM: ANNE

DATE: 9-10-91

THANK YOU FOR YOUR BUSINESS
If We May Be Of Further Assistance
Please Call.
376-2220
FAX No. 373-1579
Toll Free 694-7598

1700 E. Parks Hwy., Suite 200 • Wasilla, Alaska 99654

KNOW ALL MEN BY THESE PRESENTS, that in consideration of one dollar (\$1.00) and other good and valuable consideration paid, the receipt of which is hereby acknowledged, to GARNET M. & MARY J. SNIDER

hereinafter referred the GRANTOR(S), hereby CONVEY to the CITY OF WASILLA, an easement and right-of-way in perpetuity, with the right, privilege and authority to the CITY OF WASILLA, its successors and assigns, to construct, install, operate, maintain, service and repair sewer lines and appurtenances for the disposal of sewage, through across, over and under the following described real property to wit:

LOT 34, BLOCK 1, BUENA VISTA NO. 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE DISTRICT RECORDER, PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

This easement permits access by the City of Wasilla to owner's property for the purpose of installing, constructing, maintaining, and inspecting service lines; interceptor tanks and control panels serving owner's property.

and that only such rights in the land above-described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, maintenance, servicing and repair of said sewer lines and appurtenances, reserving unto the property owners the right to use said property in any way and for any purpose not inconsistent with the rights hereby acquired; provided that GRANTEE shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described, without incurring any legal obligation or liability therefor; provided that such work shall be accomplished in such a manner that the private improvements existing in said easement area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they shall be replaced in as good a condition as they were immediately before the property was entered upon by GRANTEE or if they cannot be replaced, that GRANTEE shall pay GRANTOR(S) an amount sufficient to compensate GRANTOR(S) for the reasonable value of such improvements as have been damaged or destroyed.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR(S), his/their successors and assigns, by reason of the installation, operation, maintenance, service and repair of the sewer lines and appurtenances referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR(S), his/their successors or assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR(S) have executed this instrument this 20 day of May, 1985.

Garnet M. Snider
GRANTOR
Mary J. Snider
GRANTOR

STATE OF OREGON
~~STATE OF ALASKA~~

} ss.

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 20th day of May, 1985, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as personally appeared GARNET M. & MARY J. SNIDER, to me known to be the person(s) described in and who executed the foregoing Sewer Easement and acknowledged to me that they signed freely and voluntarily for the uses and purposes therein set forth.

Witness my hand and official seal the day and year in this certificate first above written.

George [Signature]
Notary Public in and for ~~Alaska~~ OREGON
My Commission Expires: 2-19-87

ACCEPTED

City of Wasilla

Date

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KNOW ALL MEN BY THESE PRESENTS, that (I) (WE) the undersigned, Courtney W. Fleming and Virginia Fleming (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the MATANUSKA ELECTRIC ASSOCIATION, Inc. a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Palmer, Alaska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the Third Judicial Division, Territory of Alaska, and more particularly described as follows:

A tract of land approximately 37.03 acres in area, described as

Lot 4, Sec. 8, T. 17 N., R. 1 W.

being in Section 8 Township 17 N Range 1 W

(~~E 1/2~~) (West) of the Seward Meridan,

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Homestead Land Patent #

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 8 day of April, 1952

Courtney W. Fleming (L.S.)
Virginia Fleming (L.S.)
Waska Property - Wasilla, Alaska

BLANKET

signed, sealed and delivered in the presence of:

Paul A. Peterson

Filed for Record 5 pm 2/17/52

By Frank Smith

May C. Carter, Dist. Recorder

UNITED STATES OF AMERICA)
TERRITORY OF ALASKA) SS.

Mail to: M E A Palmer

THIS IS TO CERTIFY that on this 8 day of April 1952 before me, the undersigned, a Notary Public in and for the Territory of Alaska, personally appeared

Courtney W. Fleming and Virginia Fleming

each to me personally known and to me known to be the individual(s) described in and who executed the foregoing instrument of writing and each acknowledged to me that he/she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal Paul A. Peterson and year in this certificate first above written.

D5 B-2