

Presented with: _____
Date: 7/26/99 Verified by: th

WASILLA CITY COUNCIL INFORMATION MEMORANDUM

IM No. 99-78

SUBJECT: Church Road South Public Use Easement

PREPARED BY: Planning Staff

DATE: July 20, 1999

FOR AGENDA OF: July 26, 1999

SUMMARY:

July 15, 1999, Memorandum from Randy Hagenstein, Associate State Director for The Nature Conservancy: Agreement for the Purchase and Sale of a Public Use Easement (PUE) for Church Road South.

FISCAL IMPACT: ___No ___Yes, amount requested: \$ N/A Fund:

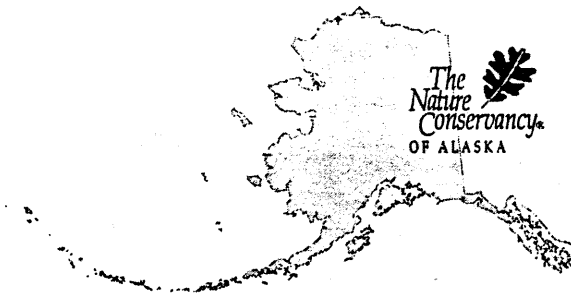
RECOMMENDED ACTION:

Authorize and record PUE agreement.



Reviewed by: SARAH PALIN, Mayor

Attachments: 7/15/99 TNC Memo
PUE Agreement



Memorandum

To: Tim Krug
From: Randy Hagenstein
Cc:
Date: 15 July, 1999
Re: Church Rd. South access easement

Hi Tim. I have not heard from Ken Jacobus on the access easement so I am sending an original signed by The Nature Conservancy for you to sign and record. Please let me know if this is AOK. And please forward signed and recorded copies to me.

Thanks a bunch.

AGREEMENT FOR THE PURCHASE AND SALE OF AN EASEMENT
(Dow Tradeland-City of Wasilla)

THIS AGREEMENT (the "Agreement") is entered into this _____ day of _____, 1999, by and between the City of Wasilla, whose address is 290 E. Herning Avenue, Wasilla, Alaska 99554 (the "Buyer") and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, whose address is 4245 North Fairfax Street, Arlington, VA 22203 (the "Conservancy"). The following Exhibits are attached to and made a part of this Agreement:

Exhibit A - Description of Property
Exhibit B - Location Map

TERMS AND CONDITIONS

1. Property. The Conservancy hereby agrees to sell, and the Buyer agrees to purchase, that certain Public Use Easement, located in the Third Judicial District, State of Alaska, more particularly described in Exhibit A to this Agreement and shown generally on the map attached as Exhibit B (the "Property"), on all of the terms and conditions set forth below.

2. Purchase Price. The parties have agreed that in exchange for the transfer of the Property from the Conservancy to Buyer, Buyer shall perform the following services, which the parties have agreed are generally equal in value to the value of the Property:

(a) the Buyer shall perform what is commonly known as a level I environmental audit on the Subject Site, which is covered in part by, and is adjacent to, the Property, and which Subject Site is identified on the map in Exhibit B, and provide the Conservancy with 2 copies of the audit report; and

(b) the Buyer shall remove all trash, debris and similar materials from the Subject Site during the construction of the public right-of-way contemplated in the Public Use Easement or in the alternative, perform any other acceptable actions in compliance with applicable laws, which, for instance, may include covering the Subject Site by an appropriate amount of fill material; and

(c) in the event that the audit in 2(a) above identifies any actions necessary to bring the Subject Site into compliance with applicable environmental laws, Buyer shall perform those actions prior to completing the construction of the public right-of-way contemplated in the Public Use Easement.

3. Closing Date. Closing shall occur on _____, 1999 (the "Closing Date"). At closing, the Conservancy shall deliver the executed and acknowledged Public Use Easement to the Buyer. Buyer shall be responsible for recording the Public Use Easement in the public records.

4. Condition of Property. Buyer acknowledges that it is fully familiar with the Property and has had an ample opportunity to independently investigate and examine all aspects of the Property. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE CONSERVANCY IS SELLING AND BUYER IS BUYING THE PROPERTY ON AN "AS IS, WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, FROM THE CONSERVANCY, ITS AGENTS, ITS CONTRACTORS, EMPLOYEES OR REPRESENTATIVES AS TO ANY MATTERS CONCERNING THE PROPERTY.

5. Costs and Fees. Recordation costs shall be paid by the Buyer. Any other closing costs shall be borne by the Buyer.

6. Right of Entry. The Buyer may enter upon the Property at reasonable times for surveying, inspection and other reasonable purposes related to this transaction.

7. Binding Upon Successors; Assignment. The Buyer may not assign its interest in this Agreement, or in any of the documents described herein, to any party, without the Conservancy's consent, which the Conservancy may withhold in its discretion; provided, however, that the Buyer may assign its interest in this Agreement to any other governmental entity without the Conservancy's consent. The terms and conditions of this Agreement shall apply to and bind the successors and assigns of Buyer.

8. Notices. Any notices, demands or other communications required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days. Such notices shall be addressed as follows:

TO THE CONSERVANCY:

The Nature Conservancy
Alaska Field Office
Suite 200
421 W. First Avenue
Anchorage, Alaska 99501
Attn: Randy Hagenstein

TO THE BUYER:

City of Wasilla
290 E. Herning Ave.
Wasilla, AK 99654-7091
Attn: Tim Krug

With a copy to:

The Nature Conservancy
Western Regional Office
2060 Broadway, Suite 230
Boulder, Colorado 80302
Attn: Regional Attorney

Notice of change of address shall be effective only when done in accordance with this Paragraph. All notices complying with this Paragraph shall be effective only upon delivery.

9. Work and Construction Phase.

A. Access. Buyer shall have access to the Property in locations approved in advance in writing by the Conservancy to perform the services described in paragraph 2 herein and to construct the public right-of-way contemplated in the Public Use Easement.

B. Schedule of Work and Plans. Buyer and the Conservancy shall agree in writing on a schedule for performance of the work (i) set forth in paragraph 2 herein, and (ii) necessary to construct the public right-of-way contemplated in the Public Use Easement, within 30 days after this Agreement has been signed by both parties. Buyer shall provide the Conservancy with a set of the construction plans for the public right-of-way contemplated herein prior to beginning construction work.

C. Insurance. Buyer shall obtain appropriate insurance coverage, including workers' compensation, as determined by the Conservancy, and shall have the Conservancy named as an additional insured, to cover the construction activities contemplated in the Public Use Easement. The Conservancy shall inform Buyer within 30 days after both parties have signed this Agreement as to the necessary coverage. Buyer shall provide the Conservancy with an insurance certificate prior to beginning the construction showing that the appropriate insurance coverage is in effect.

D. Indemnification. Subject to any applicable statutory limits, Buyer shall hold harmless, indemnify, and defend the Conservancy and the Conservancy's members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with the construction of the public right-of-way contemplated herein.

E. Maintenance. As a public right-of-way, both parties acknowledge and agree that the Conservancy shall have no responsibility for the maintenance of that public right-of-way.

10. Miscellaneous.

A. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

B. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.

C. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party hereto.

D. Each party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

E. The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect.

F. Each party shall execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Property to the Buyer and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

G. This Agreement shall be governed by the laws of the state of Alaska.

H. In the event of a dispute the prevailing party shall be entitled to payment of its reasonable attorneys fees and costs in negotiating, resolving, arbitrating, or litigating the dispute.

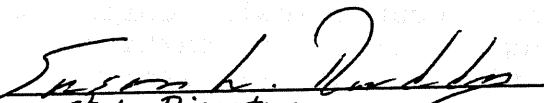
IN WITNESS WHEREOF, the Conservancy and the Buyer have executed this Agreement on the dates listed below their respective signatures.

THE CONSERVANCY:

THE NATURE CONSERVANCY,
a District of Columbia
non-profit corporation

BUYER:
THE CITY OF WASILLA

Date: _____

By 
Its State Director
TAX I.D. No. 53-0242652
Date: 7/9/99

LEGAL DESCRIPTION

PARCEL 1: A PORTION OF W 1/2 NW 1/4 SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, ALASKA LYING SOUTHERLY OF THE PARKS HIGHWAY RIGHT-OF-WAY, more particularly described as follows:

The easterly 10 feet of the westerly 60 feet of the portion of the W 1/2 NW 1/4 Section 8, Township 17 North, Range 1 West, Seward Meridian, Alaska lying southerly of the Parks Highway right-of-way containing 4,337 square feet, more or less

PARCEL 2: A PORTION OF NW 1/4 SW 1/4 SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, ALASKA LYING NORTHERLY OF LOT 7, U. S. SURVEY NO. 9026, more particularly described as follows:

Beginning at Corner No. 3, Lot 7, U. S. Survey No. 9026 common with Corner No. 4, Lot 8, U. S. Survey No. 9026, said point being marked with a BLM aluminum monument, said point also being located on the section line common to Sections 7 and 8, Township 17 North, Range 1 West, Seward Meridian, Alaska; thence northerly along said section line, N 00° 06' 08" W, 176.51 feet to the 1/4 corner common to said Sections 7 and 8, said point being marked with a GLO brass cap monument; thence easterly along the east-west 1/4 line of said Section 8, N 89° 59' 12" E, 44.57 feet; thence S 04° 03' 42" W, 175.31 feet to the northerly line of Lot 7, U. S. Survey No. 9026; thence westerly along said northerly line of Lot 7, S 87° 02' 21" W, 31.88 feet to the POINT OF BEGINNING containing 6,707 square feet, more or less.

PARCEL 3: A PORTION OF NE 1/4 SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, ALASKA LYING SOUTHERLY OF THE PARKS HIGHWAY RIGHT-OF-WAY EXCEPTING THE NEW WASILLA AIRPORT, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 7 and 8, Township 17 North, Range 1 West, Seward Meridian, Alaska, said point being marked with a GLO brass cap monument; thence westerly along the east-west 1/4 line of said Section 7, N 89° 59' 28" W, 50.00 feet to the southwesterly corner of a 100-foot wide right-of-way easement described in Book 15 Misc., Page 61, Palmer Recording District, said point being the POINT OF BEGINNING for this description; thence westerly along the east-west 1/4 line of said Section 7, N 89° 59' 28" W, 50.79 feet; thence N 04° 03' 42" E, 251.87 feet to a point of curvature; thence northerly 176.57 feet along a curve concave to the west having a radius of 2,629.93 feet and a delta of 03° 50' 48" to the southerly right-of-way line of the Parks Highway; thence easterly along the southerly right-of-way line of the Parks Highway, N 87° 20' 31" E, 25.08 feet to the westerly line of said 100-foot wide easement; thence southerly along said 100-foot wide easement, S 00° 10' 29" E, 428.82 feet to the POINT OF BEGINNING containing 15,314 square feet, more or less.

PARCEL 4: A PORTION OF SE 1/4 SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, ALASKA LYING NORTHERLY OF LOT 8, U. S. SURVEY NO. 9026 EXCEPTING THE NEW WASILLA AIRPORT, more particularly described as follows;

LEGAL DESCRIPTION
(continued)

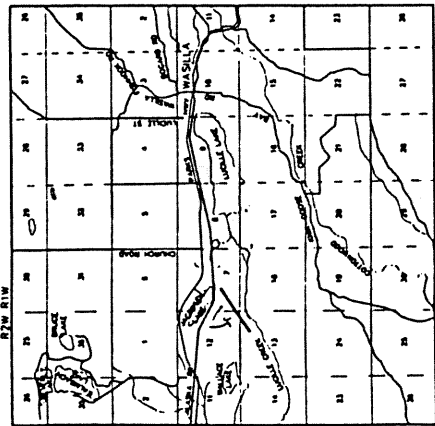
Commencing at Corner No. 4, Lot 8, U. S. Survey No. 9026 common with Corner No. 3, Lot 7, U. S. Survey No. 9026, said point being marked with a BLM aluminum monument, said point also being located on the section line common to Sections 7 and 8, Township 17 North, Range 1 West, Seward Meridian, Alaska; thence westerly along the northerly line of said Lot 8, S 87° 02' 21" W, 33.04 feet to the westerly line of a 33-foot wide section line easement, said point being the POINT OF BEGINNING for this description; thence westerly along the northerly line of said Lot 8, S 87° 02' 21" W, 81.17 feet; thence N 04° 03' 42" E, 182.88 feet to the east-west 1/4 line of said Section 7; thence easterly along the east-west 1/4 line of said Section 7, S 89° 59' 28" E, 67.79 feet to the westerly line of said 33-foot wide section line easement, said point bears N 89° 59' 28" W, 33.00 feet from the 1/4 corner common to said Sections 7 and 8; thence southerly along the westerly line of said 33-foot wide section line easement, S 00° 06' 08" E, 178.22 feet to the POINT OF BEGINNING containing 13,408 square feet, more or less.

PARCEL 5: A PORTION OF NW 1/4 SW 1/4 SECTION 8 LYING SOUTHERLY OF LOT 7 OF U. S. SURVEY NO. 9026, more particularly described as follows:

Beginning at Corner No. 2, Lot 7, U. S. Survey No. 9026 common with Corner No. 1, Lot 8, U. S. Survey No. 9026, said point being on the section line common to Sections 7 and 8, Township 17 North, Range 1 West, Seward Meridian, Alaska; thence easterly along the southerly line of said Lot 7, N 87° 02' 21" E, 4.87 feet; thence S 04° 03' 42" W, 55.01 feet to a point of curvature; thence southerly 9.88 feet along a curve concave to the west having a radius of 733.00 feet and a delta of 00° 46' 20" to the section line common to said Section 7 and 8; thence northerly along the section line common to said Sections 7 and 8, N 00° 10' 44" W, 64.67 feet to the POINT OF BEGINNING containing 159 square feet, more or less.

PARCEL 6: A PORTION OF SE 1/4 SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, ALASKA LYING SOUTHERLY OF LOT 8, U. S. SURVEY NO. 9026 EXCEPTING THE NEW WASILLA AIRPORT, more particularly described as follows:

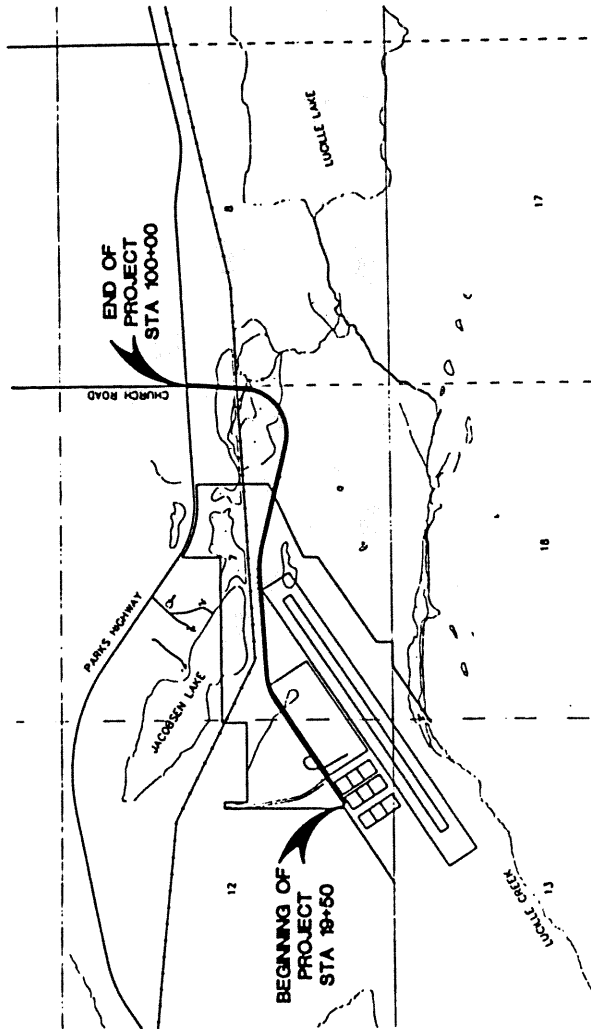
Commencing at Corner No. 6, New Wasilla Airport as shown on Plat No. 92-6 filed in the Palmer Recording District, Alaska, said point being marked with an ADOT aluminum cap monument; thence southwesterly along line 6-5 of said New Wasilla Airport, S 64° 46' 59" W, 116.90 feet to the POINT OF BEGINNING for this description; thence S 76° 11' 48" E, 758.99 feet to a point of curvature; thence northeasterly 1,101.94 feet along a curve concave to the northwest having a radius of 633.00 feet and a delta of 99° 44' 30" to a point of tangency; thence N 04° 03' 42" E, 42.69 feet to the southerly line of Lot 8, U. S. Survey No. 9026; then easterly along the southerly line of said Lot 8, N 87° 02' 21" E, 62.85 feet to the westerly line of a 33-foot wide section line easement; thence southerly along the westerly line of said 33-foot wide section line easement, S 00° 10' 44" E, 225.11 feet; thence southwesterly 1,100.23 feet along a curve concave to the northwest having a radius of 733.00 feet and a delta of 86° 00' 02" to a point of tangency; thence N 76° 11' 48" W, 882.39 feet to said line 6-5, New Wasilla Airport; thence northeasterly along said line 6-5, N 64° 46' 59" E., 158.83 feet to the POINT OF BEGINNING containing 4.60 acres, more or less.



CHURCH ROAD SOUTH

Parks Highway to Wasilla Airport

PRELIMINARY DESIGN
JULY 1996



APPROVED BY:
JOHN C. STEIN
MAYOR

JOHN T. FELTON
DIRECTOR OF PUBLIC WORKS

RSM
RSM CONSULTANTS, INC.
 ENGINEERS GEOLOGISTS ARCHITECTS
 TESTERS PLANNERS COMPUTER SERVICES


1100 S. WILSON AVENUE
 ANCHORAGE, ALASKA 99507
 PHONE: (907) 557-8444
 FAX: (907) 557-8444
 E-MAIL: RSM@RSMALASKA.COM

PRELIMINARY-NOT FOR CONSTRUCTION

DATE: 4/11
DRAWN BY: JLL
CHECKED BY: JLL

C3

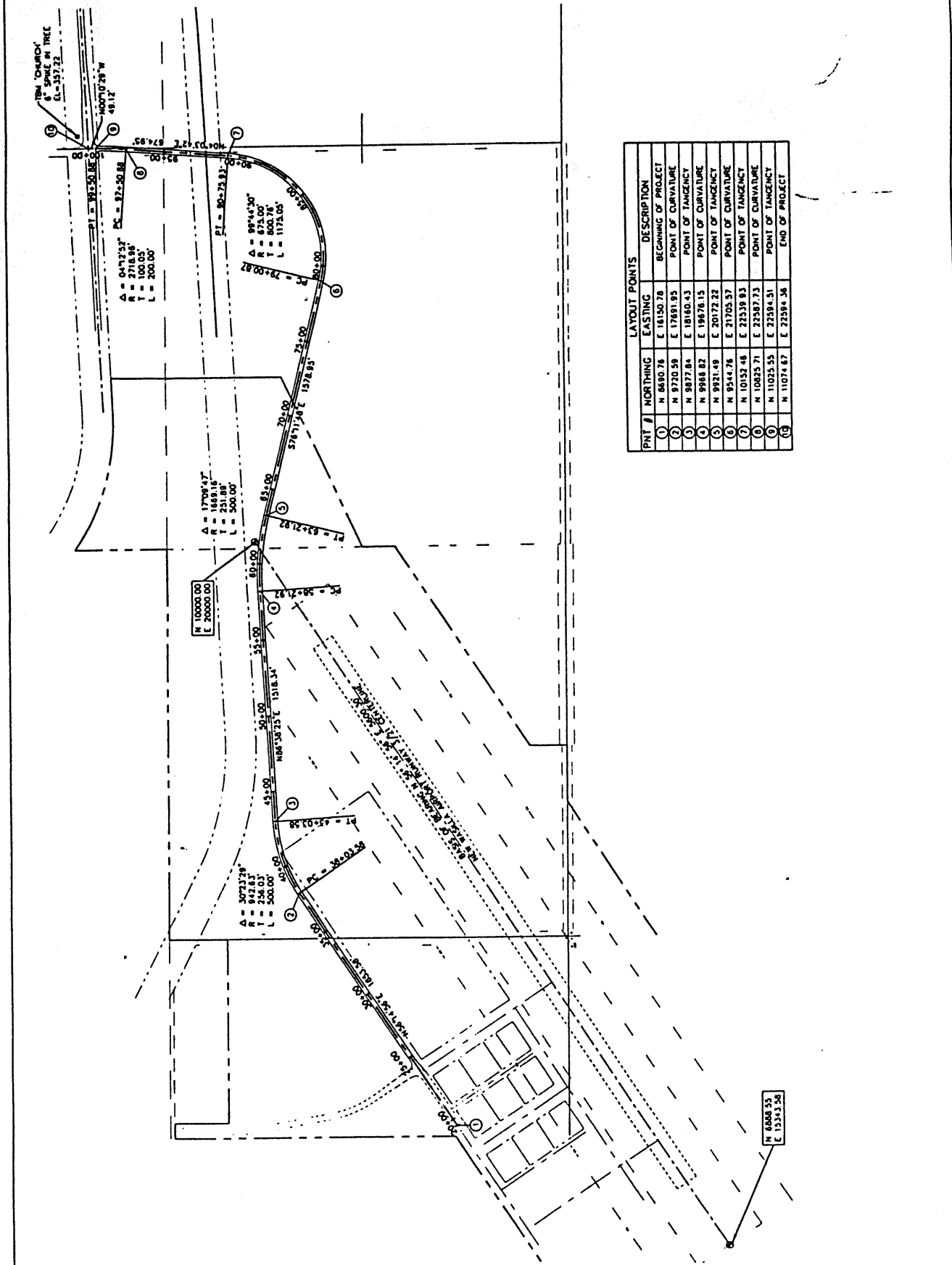
NO. DATE REVISION



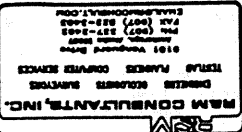
CITY OF WARILLA
CHURCH ROAD EXTENSION
SURVEY CONTROL

PRM CONSULTANTS, INC.
REGISTERED SURVEYORS
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PLANNING CONSULTANTS
REGISTERED ARCHITECTS
REGISTERED LAND SURVEYORS
REGISTERED CIVIL ENGINEERS

PRELIMINARY-NOT FOR CONSTRUCTION

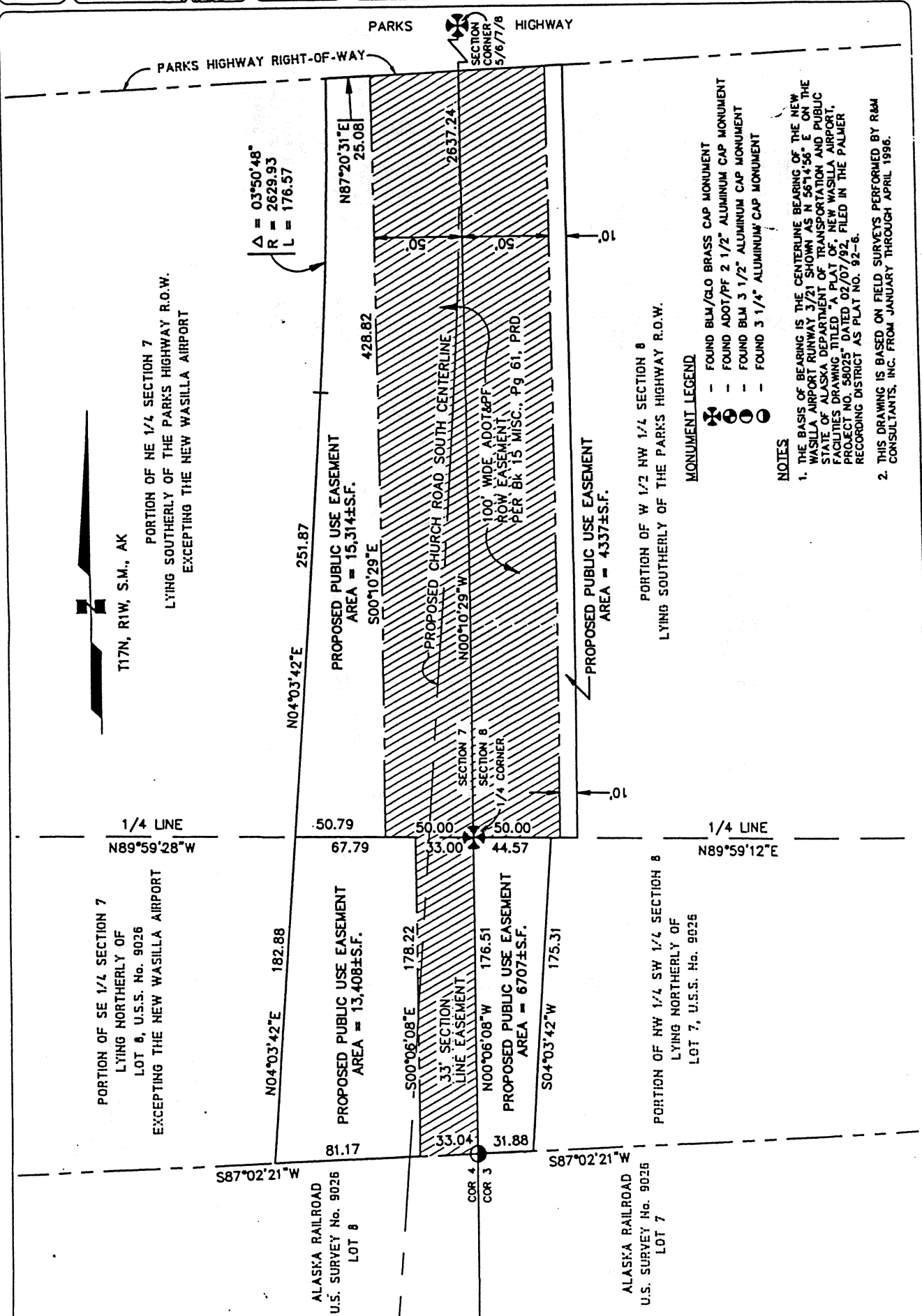


LAYOUT POINTS		DESCRIPTION	
PNT #	NORTHING	EASTING	DESCRIPTION
1	N 6868.35	E 16150.76	BEGINNING OF PROJECT
2	N 9720.59	E 17891.95	POINT OF CURVATURE
3	N 9877.84	E 18160.43	POINT OF TANGENCY
4	N 9968.82	E 19676.15	POINT OF CURVATURE
5	N 9921.49	E 20172.22	POINT OF TANGENCY
6	N 9544.76	E 21705.57	POINT OF CURVATURE
7	N 10152.48	E 23539.93	POINT OF TANGENCY
8	N 10825.71	E 27587.73	POINT OF CURVATURE
9	N 11025.55	E 32594.51	POINT OF TANGENCY
10	N 11074.67	E 32594.36	END OF PROJECT

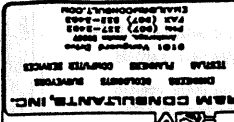



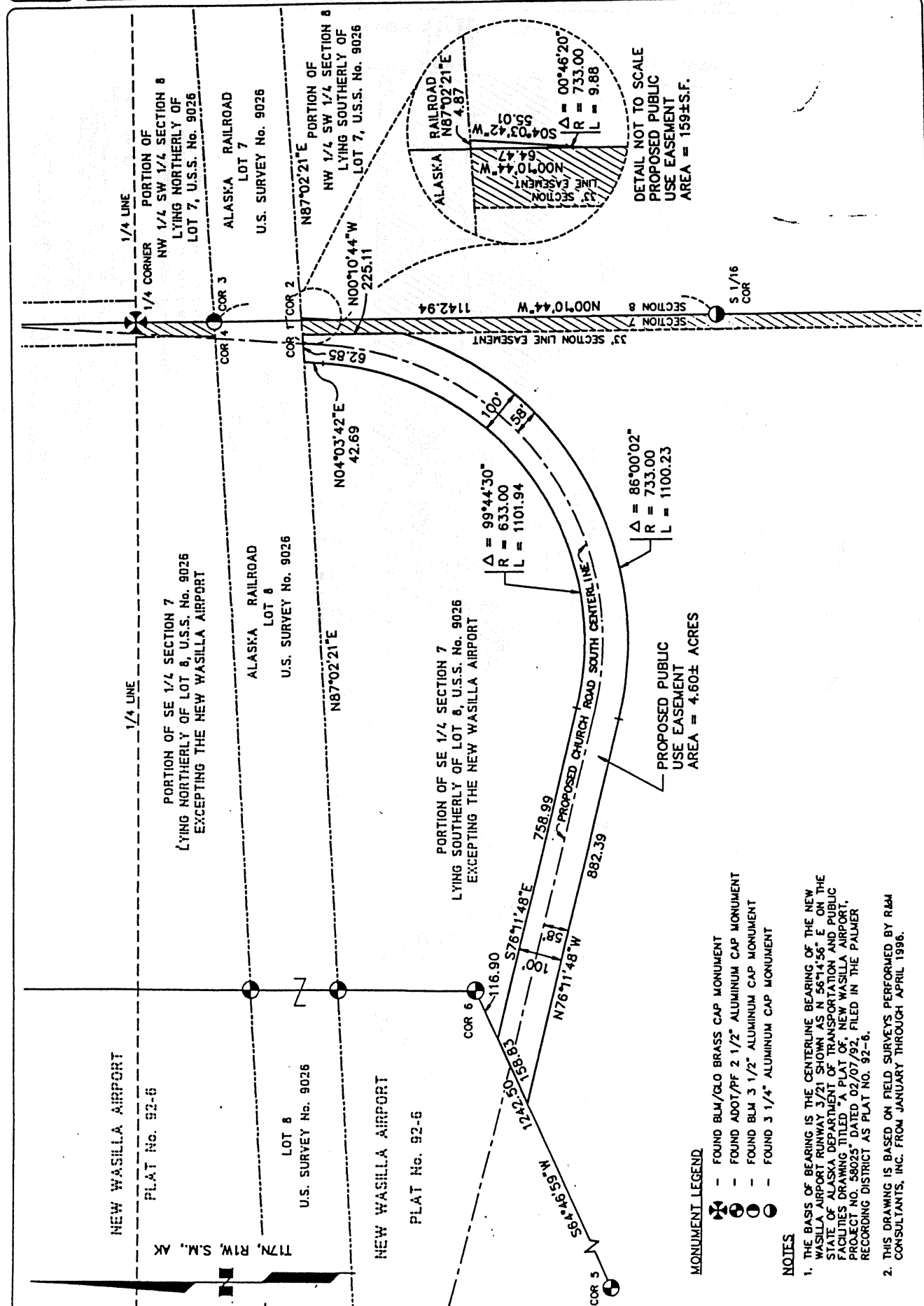
CITY OF WASILLA
CHURCH ROAD SOUTH
ACQUISITION EXHIBIT
RIGHT-OF-WAY

DATE: JULY 1994
SCALE: 1" = 100'
SHEET: 2 OF 2



- MONUMENT LEGEND**
- ⊕ - FOUND BLM/GLO BRASS CAP MONUMENT
 - ⊙ - FOUND ADOT/PF 2 1/2" ALUMINUM CAP MONUMENT
 - ⊖ - FOUND BLM 3 1/2" ALUMINUM CAP MONUMENT
 - ⊗ - FOUND 3 1/4" ALUMINUM CAP MONUMENT
- NOTES**
1. THE BASIS OF BEARING IS THE CENTERLINE BEARING OF THE NEW WASILLA AIRPORT RUNWAY 3/21 SHOWN AS N 56°14'56" E ON THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES DRAWING, TITLED "PLAT OF NEW WASILLA AIRPORT, PROJECT NO. 58025 DATED 02/07/92, FILED IN THE PALMER RECORDING DISTRICT AS PLAT NO. 92-6.
 2. THIS DRAWING IS BASED ON FIELD SURVEYS PERFORMED BY R&M CONSULTANTS, INC. FROM JANUARY THROUGH APRIL 1996.

							
R&M CONSULTANTS, INC. ENGINEERS SURVEYORS PLANNERS 1011 WARDLAW DRIVE ANCHORAGE, ALASKA 99501 (907) 562-1111 (907) 562-1112 (907) 562-1113 (907) 562-1114 (907) 562-1115 (907) 562-1116 (907) 562-1117 (907) 562-1118 (907) 562-1119 (907) 562-1120							



- MONUMENT LEGEND**
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 - ⊙ - FOUND ADOOT/PF 2 1/2" ALUMINUM CAP MONUMENT
 - ⊚ - FOUND BLM 3 1/2" ALUMINUM CAP MONUMENT
 - ⊛ - FOUND 3 1/4" ALUMINUM CAP MONUMENT

NOTES

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- THIS DRAWING IS BASED ON FIELD SURVEYS PERFORMED BY R&M CONSULTANTS, INC. FROM JANUARY THROUGH APRIL 1996.

DETAIL NOT TO SCALE
PROPOSED PUBLIC
USE EASEMENT
AREA = 159±S.F.

PROPOSED PUBLIC
USE EASEMENT
AREA = 4.60± ACRES