

**CITY OF WASILLA  
RESOLUTION SERIAL NO. 07-18**

**A RESOLUTION OF THE WASILLA CITY COUNCIL AUTHORIZING THE MAYOR TO ACCEPT A CONSERVATION EASEMENT ON APPROXIMATELY 3 ACRES OF LAND LOCATED ALONG THE EASTERN BANK OF COTTONWOOD CREEK SOUTH OF THE PALMER-WASILLA HIGHWAY IN THE NE1/4 OF SECTION 11, T17N, R1W, SEWARD MERIDIAN.**

---

WHEREAS, the owner of approximately 3 acres of land located along the eastern bank of Cottonwood Creek south of the Palmer-Wasilla Highway in the NE1/4 of Section 11, T17N, R1W, Seward Meridian, described by metes and bounds in the easement document (the "Property"), has offered to grant to the City a conservation easement on the Property; and

WHEREAS, acquiring the conservation easement would serve a public purpose, as the Property is adjacent to a greenbelt area next to Cottonwood Creek within the City, and acquiring the conservation easement would create a logical extension of that greenbelt area; and

WHEREAS, the Property is located outside of, but immediately adjacent to, the boundaries of the City, and AS 29.35.010(8) authorizes the City to acquire an interest in real property situated outside its boundaries; and

WHEREAS, the area in which the Property is situated is likely to be annexed to the City within the foreseeable future, and acquiring a conservation easement on the Property at the present time, when the owner of the Property is willing to donate the easement, is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Wasilla City Council:

**Section 1.** The Council finds that it is in the public interest and for a public

purpose of the City that the City acquire a conservation easement on the Property in substantially the form that now is before this meeting.

**Section 2.** In accordance with Wasilla Municipal Code 5.28.030.B, the Mayor is authorized to accept a grant of a conservation easement on the Property from the record owner of the Property, in the form and content now before this meeting but with such changes, modifications, additions and deletions therein as she shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the Mayor hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the conservation easement as executed.

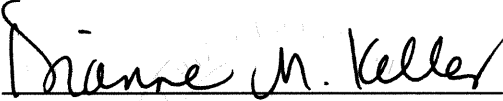
**Section 3.** The Mayor is authorized to take such other actions, and execute such documents, as she may consider necessary or appropriate to carry out the purposes of this resolution and acquire the conservation easement for the public purposes of the City.

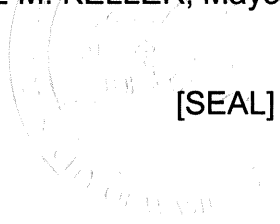
**Section 4.** This resolution shall be effective upon its adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on May 14, 2007.

ATTEST:

  
\_\_\_\_\_  
KRISTIE SMITHERS, MMC  
City Clerk

  
\_\_\_\_\_  
DIANNE M. KELLER, Mayor



[SEAL]

A  
L  
A  
S  
K  
A

CC

**PALMER RECORDING DISTRICT**

AFTER RECORDING, RETURN TO:

City of Wasilla  
290 E. Herning  
Wasilla, Alaska 99654  
Attn.: Sandra Garley, Deputy Administrator**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT is made this 15<sup>th</sup> day of May 2007, by BRU-NETTE, LLC, an Alaska limited liability company, whose address is 5099 Lupine, Wasilla, Alaska 99654 (hereinafter "Grantor"), in favor of the CITY OF WASILLA, an Alaska municipal corporation, whose address is 290 E. Herning Avenue, Wasilla, Alaska 99654 (hereinafter "Grantee").

The following exhibits are attached hereto and made part of this Easement:

Exhibit A - Legal Description of Property and Site Description/Map of Property

**RECITALS**

A. Whereas, Grantor is the sole owner in fee simple of certain real property in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described and generally depicted in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

B. Whereas, the Property possesses significant ecological, natural and/or educational values (collectively, "Conservation Values") of great importance to Grantor, the people of the City of Wasilla, and the people of the State of Alaska; and

C. Whereas, both the Grantor and Grantee desire to preserve and conserve these Conservation Values for the public benefit; and

D. Whereas, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns that do not significantly impair or interfere with those values; and

E. Whereas, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

F. Whereas, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

G. Whereas, Grantee is a political subdivision of the State of Alaska for the purposes of Sections 170(c) and 170(h) of the Internal Revenue Code.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Alaska and in particular Alaska Statutes 34.17.010 *et seq.*, Grantor hereby voluntarily grants and conveys to the Grantee a Conservation Easement ("Easement") in perpetuity over and across the Property of the nature and character and to the extent hereinafter set forth.

### **1. Purpose.**

It is the purpose of this Easement to assure that the Property, subject to the existing uses described herein, will be retained forever predominantly in its natural condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including without limitation education and public viewing, that are not inconsistent with the purpose of this Easement.

### **2. Rights of Grantee.**

To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

**2.1.** To preserve and protect the Conservation Values of the Property.

**2.2.** To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 5; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

**2.3.** To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of



the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 5.

2.4. To allow, at such times as the Grantee shall deem reasonable and appropriate, the visiting of the Property by the public and by public educational institutions under such circumstances and according to such rules as the Grantee shall from time to time establish and modify.

2.5. To place signs on the Property which identify the land as being protected by this Conservation Easement. The number and location of the signs are subject to Grantor's approval.

### 3. Prohibited Uses.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

3.1. **Subdivision.** The legal or *de facto* division, subdivision, or partitioning of the Property physically, by legal process, or by any other action (including entering into any lease or other agreement) for any purpose, except as may be required by law, is strictly prohibited. The property shall be conveyed only in its entirety, and only as a single parcel.

3.2. **Development Rights.** The use, exercise, or transfer of development rights on or to the Property, or any portion thereof, as it is now or hereafter may be bounded or described, except as may be required by law for the uses permitted in Subsection 3.3. For the purpose of this subparagraph, "development rights" include without limitation any and all rights, however designated, now or hereafter associated with the Property or any other property that may be used, pursuant to applicable zoning laws or other governmental laws or regulations, to compute permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property.

3.3. **Construction, Improvements and Maintenance.** The placement, construction, or maintenance of any buildings, structures, or other improvements of any kind (including without limitation fences, roads, parking lots, and utility lines and related facilities) other than the construction of a deck/boardwalk viewing area and related parking facilities for public access onto the Property.

3.4. **Alteration of Wetlands, Watercourses, and Ponds.** The alteration, manipulation, draining, filling, dredging, or diking of wetland areas, watercourses, or ponds described in Exhibit A, including any enlargement thereof, or the cultivation or other disturbance of soil on the Property, is strictly prohibited.



**3.5. Water Pollution.** The material degradation or pollution of any surface or subsurface water on or under the Property is prohibited, above and beyond that which is permitted under this Easement.

**3.6. Alteration of Topography.** Neither party shall alter the surface of the land, including without limitation the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as may be required in the course of any activity expressly permitted herein.

**3.7. Soil Degradation or Erosion.** Any use or activity that causes or is likely to cause significant soil degradation or erosion is prohibited.

**3.8. Wildlife Disturbance or Harassment.** Public off-road vehicle use is prohibited. Harassment of wildlife by people or domestic animals is prohibited.

**3.9. Roads.** Neither party shall construct any roads except for parking areas associated with wildlife viewing.

**3.10. Dumping.** Trash, debris, ashes, sawdust, concrete, toxic materials, or other non-compostable refuse may not be dumped or otherwise disposed of on the Property, except that generated by normal operations associated with protection and enhancement of wildlife habitat.

**3.11. Hazardous Materials.** The storage, dumping, or other disposal of toxic and/or hazardous materials or non-compostable refuse on the Property is prohibited

**3.12. Utilities.** Except as allowed under existing utility easements, or under any additional utility easements that may be taken pursuant to an exercise of eminent domain, no new utility transmission lines, including without limitation water, sewer, power, fuel, and communication lines and related facilities, shall be constructed or allowed on the Property. All new utilities shall be placed underground, unless mutually agreed upon by the Grantor and the Grantee.

**3.13. Signs and Billboards.** The Grantor will not construct, maintain, erect, or otherwise display any commercial billboards, signs, or advertisements on or over the Property. Notwithstanding the foregoing, however, either the Grantee or Grantor may place discreet signage on the Property notifying the public that the Property is protected by a Conservation Easement and further notifying the public of the times and the areas the Easement is open for public utilization in accordance with the terms of this document.

**3.14. Mineral Activities.** The exploration for, or development and extraction of, oil, gas, and other minerals, rock, gravel, or sand found in, on, or under the Property is prohibited by open-pit, surface mining, or any other method that would significantly impair or interfere with the Conservation Values of the Property. Prior to engaging in any mineral exploration, development, or extraction by any method not otherwise



prohibited by this Subsection, Grantor must notify Grantee and submit a plan for the Grantee's approval that provides for minimizing the adverse effects of the operation on the Conservation Values of the Property. No exploration for, or development and extraction of, oil, gas, and other minerals, rock, gravel, or sand shall be permitted which is a violation of Section 170(h)(5) of the Internal Revenue Code and any regulations promulgated thereunder.

**3.15. Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, principals and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of Section 3, Grantor reserves the right to prune and/or cut trees on the Property so as to enhance the viewshed of Cottonwood Creek and the wildlife associated with the localized ecology.

#### **4. Notice and Approval.**

**4.1. Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Subsection 3.14, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than fifteen (15) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

**4.2. Grantee's Approval.** Where Grantee's approval is required, as set forth in Subsection 3.14, Grantee shall grant or withhold its approval in writing within fifteen (15) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

#### **5. Grantee's Remedies.**

**5.1. Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.



5 of 13

2007-013106-0

**5.2. Injunctive Relief.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

**5.3. Damages.** Grantee shall be entitled to recover for damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including without limitation damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

**5.4. Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 5 without prior notice to Grantor or without waiting for the period provided for cure to expire.

**5.5. Scope of Relief.** Grantee's rights under this Section 5 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Subsection 5.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**5.6. Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.

**5.7. Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.





**5.8. Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

**5.9. Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

**6. Access.**

No right of access by the general public to any portion of the Property is conveyed by this Easement, except as expressly provided herein.

**7. Liens, Taxes.**

Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

**8. Environmental Compliance.**

Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

**8.1.** No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property.

**8.2.** There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.

**8.3.** Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use.



**8.4.** There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.

**8.5.** No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its uses, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

**8.6. Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

## **9. Binding Effect, Extinguishment and Condemnation.**

**9.1 Binding Effect.** The provisions of this Conservation Easement shall run with the Property in perpetuity, and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. As used in this Conservation Easement, the term "owner" includes the owner of any beneficial equitable interest in the Property or any portion thereof, and the term "Grantor" includes the original Grantor, its heirs, successors, and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof. The term "Grantee" includes the original Grantee and its successors and assigns. Notwithstanding the foregoing, upon any transfer of title, the transferor shall cease being a Grantor or owner for purposes of this Conservation Easement and shall have no further responsibility of liability hereunder for acts done or conditions arising thereafter.

**9.2. Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, or if this Easement or any of its restrictions are extinguished by judicial proceedings, then, upon any subsequent sale, exchange, or involuntary conversion by the Grantor, the Grantee shall be entitled to that portion of the proceeds equal to the proportionate value of the conservation restrictions as provided immediately below. For such purposes only, Grantor agrees that the donation/conveyance of this Conservation Easement to Grantee gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bear to the value of the Property as a whole at the date hereof, subject to reasonable



adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property.

**9.3. Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interest in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered.

## **10. Assignment.**

This Easement is transferable by the Grantee, but the Grantee may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and the applicable regulations promulgated thereunder; and (b) authorized to acquire and hold conservation easements under AS 37.14.010, *et seq.* (or any successor provision then applicable); and (c) approved as a transferee by the Grantor. As a condition of such transfer, the Grantee shall require the transferee to expressly agree, in writing, to carry out and uphold the conservation purposes of this Easement and otherwise assume all of the obligations and liabilities of the Grantee set forth herein or created hereby. After such transfer, the Grantee shall have no further obligation or liability under this Easement. If the Grantee desires to transfer the Easement to a qualified organization having similar purposes as the Grantee, but the Grantor unreasonably refuses to approve the transfer, a court with jurisdiction shall transfer the Easement to another qualified organization having similar purpose which agrees to assume the responsibilities of the Grantee.

## **11. Further Acts.**

Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out its provisions or necessary to qualify this easement as a Conservation Easement under AS 34.17.010, *et seq.*, or Section 170(h) of the Internal Revenue Code, or any regulations promulgated pursuant thereto.

## **12. Interpretation.**

This instrument is intended to create a "qualified real property interest" for "conservation purposes," as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument which is necessary to qualify the interest hereby granted as such "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest thereby granted to be so qualified.



**13. Notices.**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Bru-Nette, LLC  
5099 Lupine  
Wasilla, Alaska 99654  
Attn.: Marc Van Buskirk, Managing Member

To Grantee: City of Wasilla  
290 E. Herning Ave.  
Wasilla, Alaska 99654  
Attn: Mayor

or to such other address as either party from time to time shall designate by written notice to the other.

**14. Recordation.**

Grantee shall record this instrument in timely fashion in the official records of Palmer Recording District, Third Judicial District, State of Alaska, and may re-record it at any time as may be required to preserve its rights in this Easement.

**15. General Provisions.**

**16.1 Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Alaska.

**16.2. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of AS 34.17.010, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**16.3. Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**16.4. Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations,





EXHIBIT A

Legal Description

A Conservation Easement located entirely within the property described in Serial No. 2005-011192-0, dated May 6, 2005, Palmer Recording District, Alaska, described as follows and shown on the attached sketch.

Commencing at the  $\frac{1}{4}$  corner common to Sections 11 and 12, Township 17 North, Range 1 West, Seward Meridian, Alaska,

Thence along the section line common to Sections 11 and 12, N 00°02'00" W a distance of 1,321.46 feet to the N  $\frac{1}{16}$ <sup>th</sup> corner,

Thence N 89°38'35" W along the north boundary of Edlund Subdivision, Plat No. 69-W, a distance of 116.41 feet to a point, representing the POINT OF BEGINNING;

Thence continuing N 89°38'35" W along the north boundary of Edlund Subdivision a distance of 677.72 feet to a meander point on the high water line of the East bank of Cottonwood Creek,

Thence N 08°22'53" E along the East high water line of Cottonwood Creek a distance of 326.08 feet to a point,

Thence N 13°51'31" W along the East high water line of Cottonwood Creek to a point on the South Right-of-Way of the E. Palmer-Wasilla Highway a distance of 201.58 feet,

Thence along the South Right-of-Way of the E. Palmer-Wasilla Highway N 65°11'46" E a distance of 116.43 feet to a point,

Thence S 39°40'42" E a distance of 125.73 feet to a point,

Thence S 07°43'31" E a distance of 195.53 feet to a point,

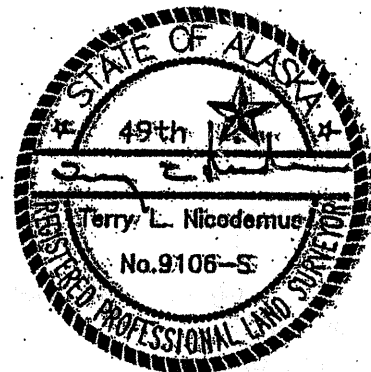
Thence S 59°30'43" W a distance of 84.22 feet to a point,

Thence S 05°35'39" E a distance of 140.46 feet to a point,

Thence S 89°54'07" E a distance of 525.12 feet to a point,

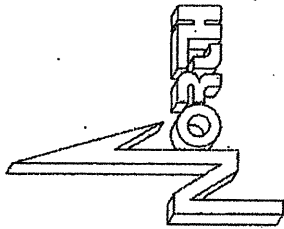
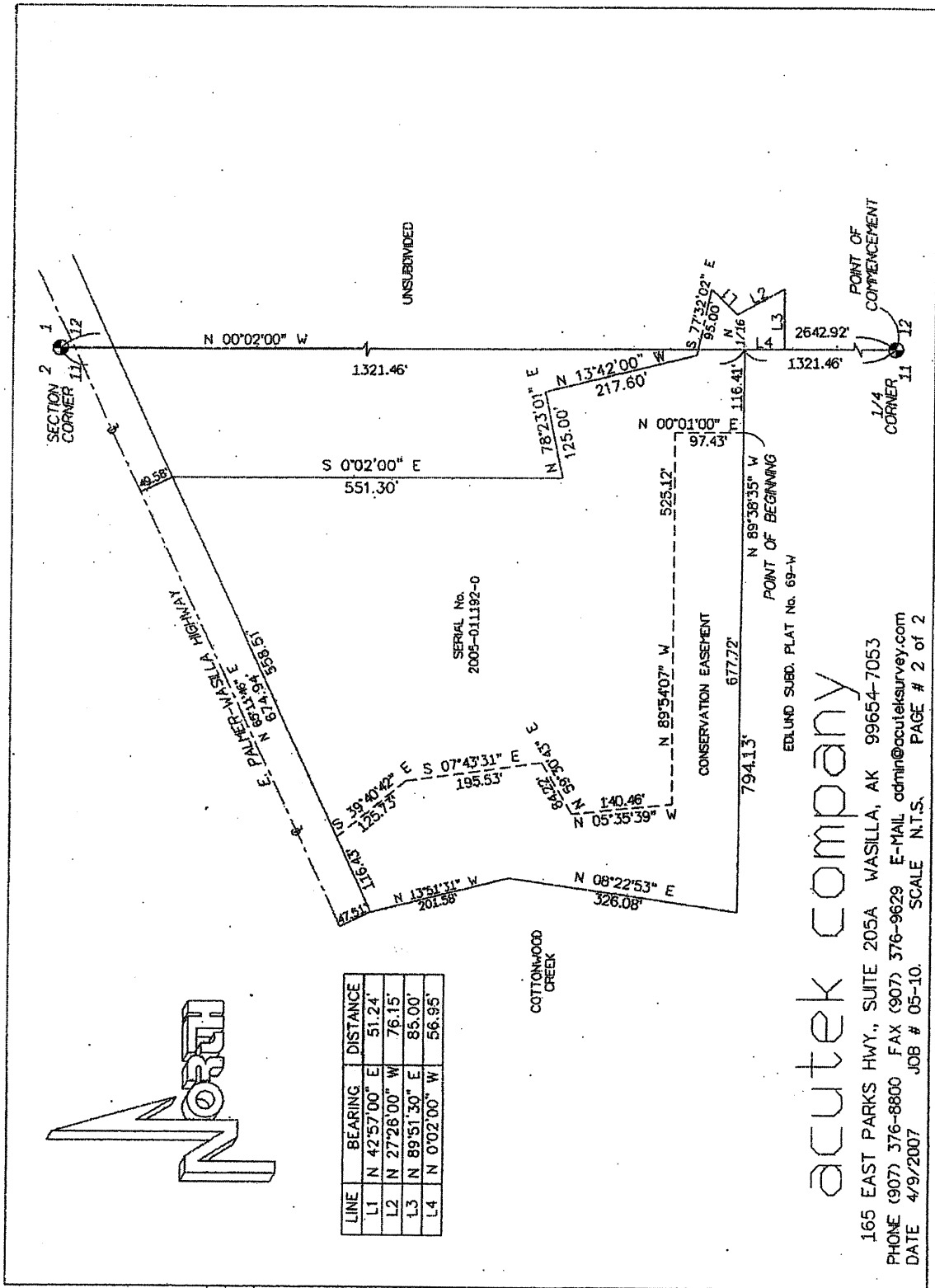
Thence S 00°01'00" W a distance of 97.43 feet to the POINT OF BEGINNING, and the end of this description.

Conservation Easement containing 3.00 Acres +/-



Date: 4/9/07





LINE	BEARING	DISTANCE
L1	N 42°57'00" E	51.24'
L2	N 27°26'00" W	76.15'
L3	N 89°51'30" E	85.00'
L4	N 0°02'00" W	56.95'





**CITY OF WASILLA  
LEGISLATION STAFF REPORT**

**RE: RESOLUTION 07-18 AUTHORIZING THE ACCEPTANCE OF A  
CONSERVATION EASEMENT OF APPROXIMATELY 3 ACRES LOCATED  
ALONG THE EASTERN BANK OF COTTONWOOD CREEK SOUTH OF THE  
PALMER-WASILLA HIGHWAY.**

Agenda of: May 14, 2007

Date: May 4, 2007

Originator: Community and Economic Development

Route to:	Department	Signature/Date
	Police Youth Court, Dispatch, Code Compliance	
X	Culture and Recreational Services Library, Museum, Sports Complex	
	Public Works & Recreation Facility Maintenance	
X	Finance, Risk Management & MIS Purchasing	<i>Duane E. Colligan 5-7-07</i>
X	Deputy Administrator Planning, Economic development, Human Resources	<i>J. Hayes 05-04-07</i>
X	City Clerk	<i>Annite</i>

**REVIEWED BY MAYOR DIANNE M. KELLER:**

*Dianne M. Keller 5/8/07*

**FISCAL IMPACT:**  yes  no

Funds Available  yes  no

Account name/number:

Attachments:

Resolution 07-18

Deed of Conservation Easement

Vicinity Map

Map of Potential Annexation Areas identified by the 1996  
Comprehensive Plan

**SUMMARY STATEMENT:**

The owners of a 9.92 acre parcel of vacant land located just outside the city limits and south of the Palmer-Wasilla Highway has offered to grant the City a conservation easement on 3 of their 9.92 acres as an extension of the Cottonwood Creek greenbelt area now being created by the City.

The City's 1996 Comprehensive Plan identifies this property as being in an area of potential annexation.



The granting of this easement is a voluntary action by the property owners, BRUNETTE, LLC to the City. The City, on behalf of the public, and the owners of this 9.92 acres wish to preserve and conserve the ecological, natural and educational value of this 3 acres adjacent to Cottonwood Creek as part of a greenbelt for the benefit of this and future generations.

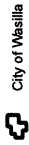
By accepting this conservation easement, the City agrees to retain easement acreage in its natural condition and to confine the use of the 3 acres to public viewing and educational purposes. (Note: Construction of a deck/boardwalk viewing area, and related parking facilities for public access onto the easement is permitted.)

## **RECOMMENDATION**

Staff respectfully recommends the Council authorize the Mayor to accept the 3 acre conservation easement being offered by the property owners.

# CITY OF WASILLA POTENTIAL ANNEXATION AREAS

## Legend



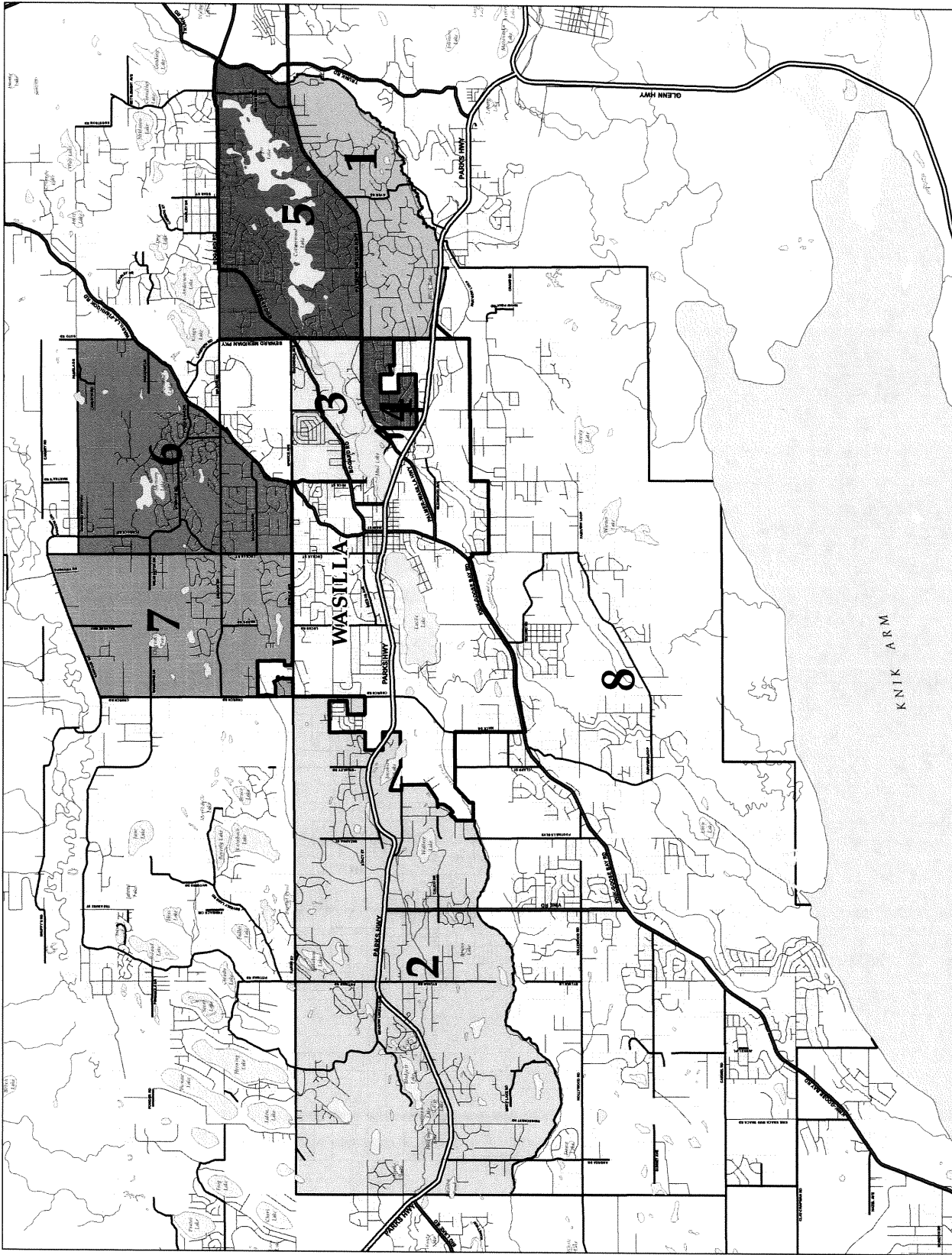
City of Wasilla

### Potential Annexation Area

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

### Existing Roads

- Local
- Interstate
- Arterial
- Collector
- Parcel



This drawing was compiled by ICFR Alaska, Inc. for the City of Wasilla Planning Department. It is based on GIS data provided by the City of Wasilla, Alaska. All rights reserved. ICFR Alaska, Inc. is a registered provider of GIS data. All other rights reserved. ICFR Alaska, Inc. is a registered provider of GIS data. All other rights reserved. ICFR Alaska, Inc. is a registered provider of GIS data. All other rights reserved.

