

Introduced by: Mayor Williams
Date: June 27, 2006
Public Hearing: July 11, 2006
Action: Passed
Vote: Unanimous

CITY OF BETHEL, ALASKA

ORDINANCE #06-14

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTERESTS IN LAND FROM VARIOUS OWNERS FOR UTILITY EASEMENTS INVOLVING RIDGECREST DRIVE SEWER FORCE MAIN REALIGNMENT

WHEREAS the City of Bethel ("City") has various grants from the state and federal government to provide for water and sewer improvements known as a multi phase Sewer and Water Project, including a phase of realignment of mainline utility pipes at or near Ridgecrest Drive (the "Ridgecrest Drive Realignment Project"), which includes monies for acquiring the utility easements;

WHEREAS the City has completed a multi phase Sewer and Water Project, including a realignment of mainline utility pipes known as the Ridgecrest Drive Realignment Project;

WHEREAS the City needs to acquire various easements across property involved with the Ridgecrest Drive Realignment Project, and the grant money can be used to acquire the easements at fair market value, as required by state and federal law;

WHEREAS the proposed acquisitions are in the public interest because the easements allow the City the land necessary for placement of utility lines for the Ridgecrest Drive Realignment Project.

BE IT ORDAINED by the City Council of Bethel, Alaska that:

SECTION 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

SECTION 2. Authorization of Acquisition. In accordance with Section 4.08.020(A) of the Bethel Municipal Code ("BMC"), the City Council hereby authorizes the acquisition of and payment for two easements subject to the consent of any lienholders in the real property covered by the easement, in the forms as set forth as Attachment A and in the amounts set forth at Attachment B to this Ordinance. The first easement consists of a portion of Lot Nine (9), Block Two (2) of U.S. Survey No. 3770, NORTHWEST ADDITION TO THE TOWNSITE OF BETHEL and contains approximately 1548 square feet. The second easement consists of a portion of Lot Fourteen (14), Block Two (2), of U.S. Survey No. 3770, NORTHWEST ADDITION TO THE TOWNSITE OF BETHEL and contains approximately 1550 square feet. This ordinance authorizes the City Manager to execute all documents and do all actions necessary to carry out the easement acquisitions. This authorization shall be effective for all actions of the City administration taken to negotiate the easements.

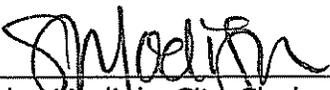
SECTION 3. Name. In accordance with BMC at Section 4.08.020(B), the easements acquired shall be held in the name of the "City of Bethel."

SECTION 4. Effective Date. This ordinance shall become effective immediately upon passage by the City Council, and shall have retroactive effect back to the first date that the City administration began to negotiate for acquisition of the easements.

PASSED AND APPROVED THIS 11th DAY OF JULY 2006, BY A UNANIMOUS VOTE IN FAVOR.

ATTEST:


R. Thor Williams, Mayor


Sandra Modigh, City Clerk

ATTACHMENT A to City of Bethel Ordinance #06-14

UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2005, by and between [NAME], hereinafter called Grantor, whose address is [ADDRESS], and the City of Bethel, a municipal corporation of the State of Alaska, hereinafter called "Bethel", whose address is P.O. Box 388, Bethel, Alaska 99559.

The Grantor does hereby grant an easement and right-of-way in perpetuity, with the right, privilege and authority to Bethel, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water and sewer lines and protective structures, and fire hydrants, hereinafter collectively called "Utility Lines" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

[PROPERTY DESCRIPTION], located within the Bethel Recording District, Fourth Judicial District, State of Alaska, described as follows:

[EASEMENT DESCRIPTION], containing approximately [SIZE] square feet, more or less, as shown on the attached drawing.

And that only such rights in the real property described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utility Lines and appurtenances, reserving unto the Grantor the right to use said property in any way and for any purpose not inconsistent with the rights hereby acquired; provided that Bethel shall have the right without prior institution on 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 therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundaries of said easement without written permission of Bethel, its successors or assigns.

Grantor agrees to hold Bethel harmless and to indemnify and defend Bethel, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement.

Grantor agrees not to interfere with the lateral support for the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants Bethel free ingress and egress to the easement across Grantor's property. Grantor grants Bethel free use of Grantor's property for only that time period necessary for construction, reconstruction, alteration, replacement, relocation, maintenance and repair of the Utility Lines.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, the Grantor's heirs, executors, administrators and assigns forever.

GRANTOR

Date: _____

[NAME]

STATE OF ALASKA)

) ss.

_____ JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____

(Grantor's Name)

Notary Public in and for Alaska

My Commission Expires: _____

[NOTE: ADD ADDITIONAL SIG BLOCKS IF NECESSARY]

After Recording Return To:

Preston Gates & Ellis, LLP
420 L St., Suite 400
Anchorage, AK 99501

ATTACHMENT B to City of Bethel Ordinance #06-14

Description of Easement	Size of Easement	Market Value of Easement
Beginning at the Northwest property corner of Lot 14, Block 2, U.S. Survey No. 3770, thence N89°56'58"E a distance of 10.00-feet, thence S00°18'46"W a distance of 155.04-feet, thence N89°41'14"W a distance of 10.00-feet, thence N00°18'46"E a distance of 154.98' to the point of beginning.	1550 square feet, more or less	US \$5,600.00
Beginning at the Northwest property corner of Lot 9, Block 2, U.S. Survey No. 3770, thence N89°51'42"E a distance of 10.00-feet, thence S00°08'18"E a distance of 154.78-feet, thence N89°54'52"W a distance of 10.00-feet, thence N00°08'18"E a distance of 154.78' to the point of beginning.	1548 square feet, more or less	US \$5,600.00

