

UTILITY EASEMENT

This instrument is made by and between ADAM CHINALSKI and KRIS CHINALSKI, of 2174 Halibut Point Road, Sitka, Alaska 99835 (hereinafter referred to as "Chinalskis"), and the CITY AND BOROUGH OF SITKA, ALASKA, of 100 Lincoln Street, Sitka, Alaska 99835 (hereinafter referred to as "CBS").

Recitals

- A. Chinalskis are the owners of real property described as follows:

A tract of land in U.S. Survey 2355, Sitka Recording District, First Judicial District, State of Alaska, described as:

Begin at the Southwest corner of said survey, run thence North on the West line of said survey 38.42 feet; thence South 69° 33' East 79.53 feet to the Southerly line of said survey; thence South 81° 48' West 75.26 feet to the point of the beginning.

And

Lot 21, U.S. Survey 3695, according to U.S. Patent 1225004, recorded February 21, 2006, Sitka Recording District, First Judicial District, State of Alaska

(hereinafter referred to as the "Property").

- B. CBS is a home rule municipality, organized under the laws of the State of Alaska, and owners of the Eagle Way right of way which runs adjacent to the Property.
- C. The parties intend to create a utility easement (hereinafter referred to as "easement") within the Property for the benefit of CBS, its successors and assigns. The parties intend that the easement created will be utilized by CBS, its agents, employees, and representatives. The parties intend that the easement will be for the purposes of providing access to CBS to locate, operate, use, repair, maintain, replace, and improve as needed the water, wastewater, electric and other utilities currently installed or subsequently installed within the easement including, but not limited to the existing, Eagle Way lift station. The parties intend that CBS shall be responsible for, and pay for; any use, repair, maintenance, and/or improvement of the easement by CBS.
- D. The easement to be created is intended to benefit CBS and burden the Property. The easement to be created is as drawn on and described on the plat for Bakery Subdivision as utility easement, which a portion of the unrecorded version is attached hereto and marked as Exhibit A Bakery Subdivision. The recorded version shall replace Exhibit A Bakery Subdivision, by reference hereto, upon recording.

Therefore, in consideration of the mutual covenants of the parties as set forth in this instrument, the parties agree as follows:

1. Chinalskis grants to CBS the above described easement as drawn on and described on Exhibit A Bakery Subdivision attached. Chinalskis grants to CBS the right to use, repair, maintain, and/or improve the easement.

2. The easement shall remain free of storage and structures placed by the owner of the Property and third parties.

3. The easement and rights created by this instrument shall run with the Property, and shall be for the benefit of and inure to CBS, its successors and assigns, and shall burden the Property perpetually, unless vacated by CBS.

6. CBS shall use the easement with due regard to the rights of the owners of the Property to use the easement, and shall not use the easement in any way that will impair the rights of the owners of the Property to use the easement, and shall not materially obstruct passage thereon, except as permitted by this easement.

7. The cost of any repair, operation, use, maintenance and/or improvements to and/or of the easement, including the costs of restoring the easement to its original condition due to CBS use of the easement, shall be borne by CBS.

8. The cost of any repair, maintenance and/or construction from damage to and/or of the easement by the owners of the Property, shall be borne by the owners of the Property.

Date

Adam Chinalski
Owner

STATE OF ALASKA)

)

ss:

FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Adam Chinalski.

Notary Public in and for the State of Alaska
My commission expires: _____

Date

Kris Chinalski
Owner

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT)

ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by
Kris Chinalski.

Notary Public in and for the State of Alaska
My commission expires: _____

CITY AND BOROUGH OF SITKA, ALASKA

Date

By: P. Keith Brady
Its: Municipal Administrator

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT)

ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by P. KEITH BRADY, the Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an
Alaska home rule municipality, on behalf of the municipality

Notary Public in and for the State of Alaska
My commission expires: _____

AFTER RECORDING RETURN TO:
City and Borough of Sitka, Alaska
100 Lincoln Street
Sitka, Alaska 9983

CONFORMING COPY TO:
Adam and Kris Chinalski
2174 Halibut point Road
Sitka, Alaska 99835