

Additional Materials

Regular Planning Commission Meeting

Assembly Chambers

7:00 pm

Meeting Date: August 22, 2023

1. SMF2023 0003:

- a. Memo: Dave Peterson, Plat update
- b. Public comment: Thompson, received 8.17.23
- c. Public comment: Love, received 8.17.23

2. SMF2023 0002:

- a. Memo: Irene Gallion, Shared Access Agreement update



(907) 586-0715
 CDD_Admin@juneau.org
 www.juneau.org/community-development
 155 S. Seward Street • Juneau, AK 99801

August 16, 2023

MEMO

To: Mike Levine, Chair

From: David Peterson, Planners

Parcel No.: 6D0801110012

Legal Description: Blacktail Mountain Estates Tract B

Case Number: SMF2023 0003

RE: Updated Plat Note

1. Plat Note 9 has been updated to include that the updated maintenance agreement will be,

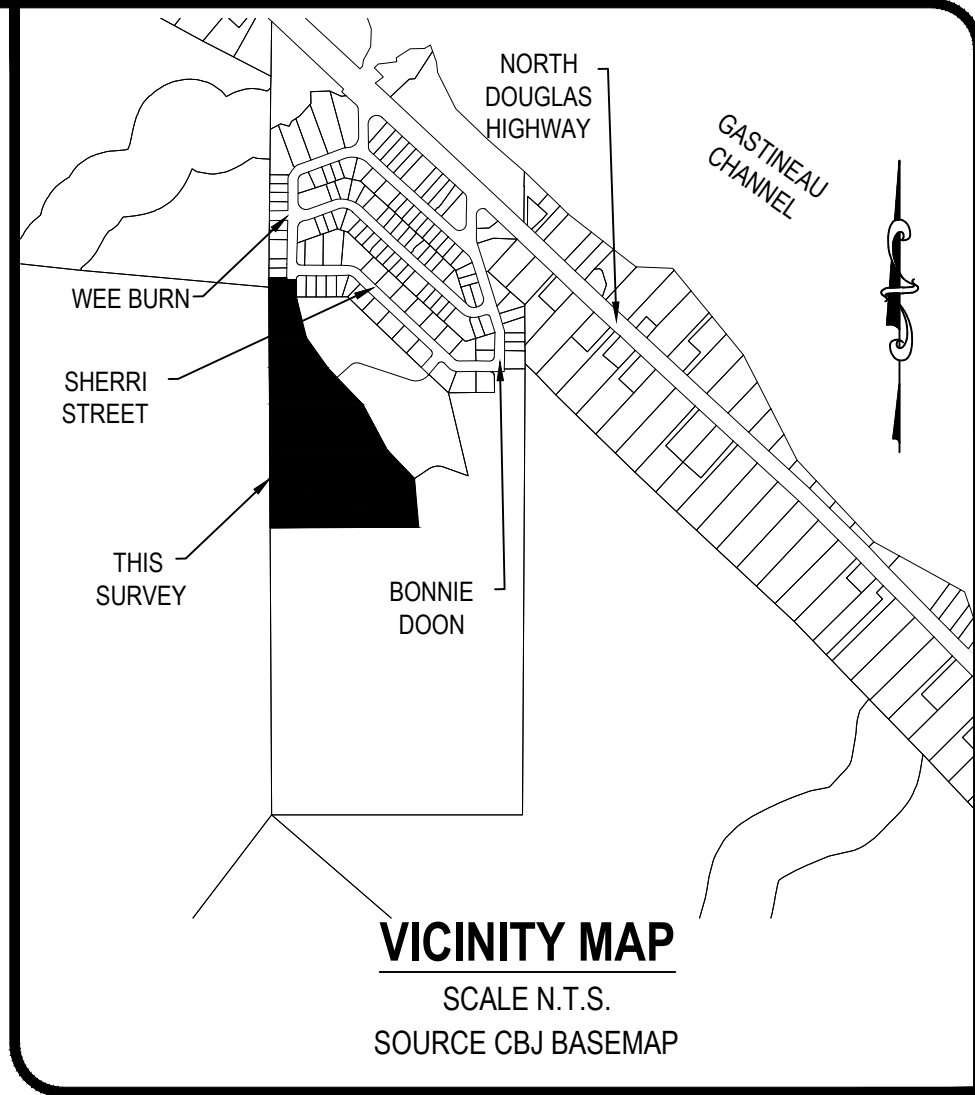
" - RECORDED WITH THIS SUBDIVISION."

2. These conditions have been met. Boxes should be marked accordingly.

Prior to Final Plat approval, Certification from the CBJ Treasurer is required showing that all real property taxes and special assessments levied against the property for the year of recording have been paid.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	Certificate of Taxes Paid, dated July 31, 2023, is on file. (Attachment D)
Prior to approval of the Final Plat, the developer shall submit a final drainage plan to be approved by CBJ Engineering & Public Works. This drainage plan must be prepared	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	Drainage plans have been approved by General Engineering (Attachment E).

Bruce Griggs/Peter Peel
 File No: SMF2023 0003
 August 18, 2023
 Page 4 of 7

Condition	Status	Summary
by an Alaskan licensed engineer in accordance with 49.35.510.		
Prior to approval of Final Plat, the applicant shall submit a complete set of construction plans for all required improvements to the Community Development Department for review by the Director of Engineering & Public works for compliance with CBJ 49.35.140.	<input type="checkbox"/> Met <input type="checkbox"/> Unmet <input type="checkbox"/> On-going	Construction plans have been approved by General Engineering (Attachment E).



LEGEND:

- ⊕ GLO PRIMARY MONUMENT RECOVERED
⊙ 12314-S PRIMARY MONUMENT RECOVERED
⊙ 3088S SECONDARY MONUMENT RECOVERED
● 12314-S SECONDARY MONUMENT RECOVERED
• SECONDARY MONUMENT SET THIS SURVEY
Ⓟ MONUMENT IDENTIFIER
— PROPERTY LINES
- - - UNSURVEYED LINES
- - - PRIVATE ACCESS, DRAINAGE & UTILITY EASEMENT LINES
[Pattern] PRIVATE 50' ACCESS, DRAINAGE & UTILITY EASEMENT
[Pattern] DRAINAGE EASEMENT PLAT 84-110
(N 45°11' W)R1 RECORD INFORMATION FROM US SURVEY 471
(N45°04'15" W)R2 RECORD INFORMATION FROM PLAT No. 84-110
(S 00°04'E)R3 RECORD INFORMATION FROM US SURVEY 4605
(N 89°16'20" E)R4 RECORD INFORMATION FROM PLAT No. 2021-32



SURVEYOR'S CERTIFICATE

I, JOSHUA IVANISZEK, IN MY CAPACITY AS A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA, CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY TITLE 49 OF THE CODE OF THE CITY AND BOROUGH OF JUNEAU, THAT ALL DIMENSIONAL AND RELATIVE BEARINGS ARE CORRECT, AND THAT MONUMENTS ARE SET IN PLACE AND NOTED UPON THIS PLAT AS PRESENTED.

DATED: 1 AUGUST 2023

ACCESS & UTILITY EASEMENT

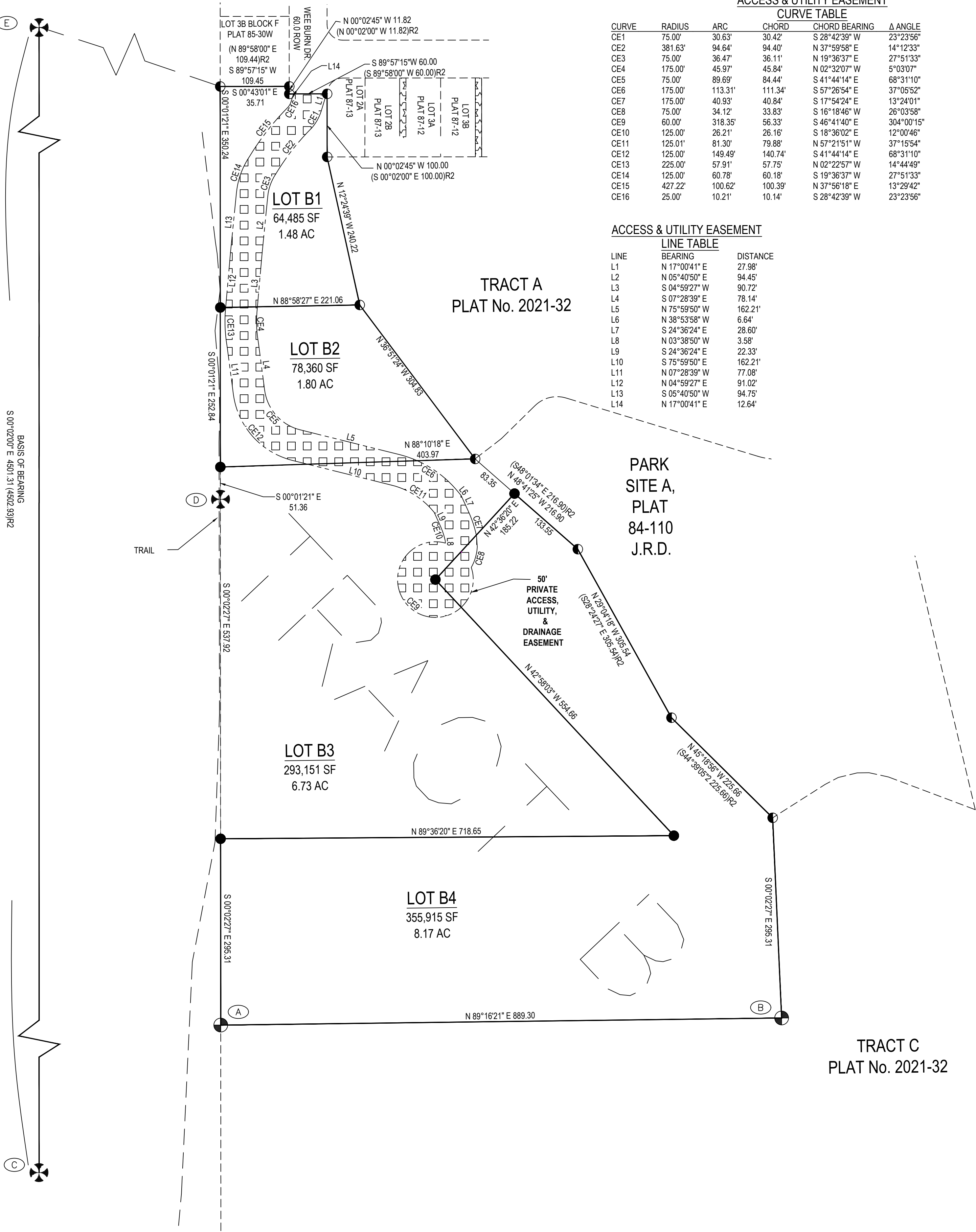
CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	Δ ANGLE
CE1	75.00'	30.63'	30.42'	S 28°42'39" W	23°23'56"
CE2	381.63'	94.64'	94.40'	N 37°59'58" E	14°12'33"
CE3	75.00'	36.47'	36.11'	N 19°38'37" E	27°51'33"
CE4	175.00'	45.97'	45.84'	N 02°32'07" W	5°03'07"
CE5	75.00'	89.69'	84.44'	S 41°44'14" E	68°31'10"
CE6	175.00'	113.31'	111.34'	S 57°26'54" E	37°05'52"
CE7	175.00'	40.93'	40.84'	S 17°54'24" E	13°24'01"
CE8	75.00'	34.12'	33.83'	S 16°18'46" W	26°03'58"
CE9	60.00'	318.35'	56.33'	S 46°41'40" E	304°00'15"
CE10	125.00'	26.21'	26.16'	S 18°36'02" E	12°00'46"
CE11	125.01'	81.30'	79.88'	N 57°21'51" W	37°15'54"
CE12	125.00'	149.49'	140.74'	S 41°44'14" E	68°31'10"
CE13	225.00'	57.91'	57.75'	N 02°22'57" W	14°44'49"
CE14	125.00'	60.78'	60.18'	S 19°36'37" W	27°51'33"
CE15	427.22'	100.62'	100.39'	N 37°56'18" E	13°29'42"
CE16	25.00'	10.21'	10.14'	S 28°42'39" W	23°23'56"

ACCESS & UTILITY EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 17°00'41" E	27.98'
L2	N 05°40'50" E	94.45'
L3	S 04°59'27" W	90.72'
L4	S 07°28'39" E	78.14'
L5	N 75°59'50" W	162.21'
L6	N 38°53'58" W	6.64'
L7	S 24°36'24" E	28.60'
L8	N 03°38'50" W	3.58'
L9	S 24°36'24" E	22.33'
L10	S 75°59'50" E	162.21'
L11	N 07°28'39" W	77.08'
L12	N 04°59'27" E	91.02'
L13	S 05°40'50" W	94.75'
L14	N 17°00'41" E	12.64'



PLAT OF
BLACKTAIL MOUNTAIN ESTATES B
A SUBDIVISION OF
TRACT B, BLACKTAIL MOUNTAIN ESTATES, PLAT 2021-32
A FRACTION OF US SURVEY 471
WITHIN THE CITY AND BOROUGH OF JUNEAU, ALASKA
JUNEAU RECORDING DISTRICT

STATE RECORDER'S OFFICE AT ANCHORAGE

CHILKAT SURVEYING & MAPPING, LLC
10654 PORTER LANE JUNEAU, ALASKA 99801
907-957-1908

OWNERS
PETER PEEL
800 6TH STREET JUNEAU, AK 99801

CREATIVE DEVELOPMENT, LLC
PO BOX 032076 JUNEAU, ALASKA 99803

SCALE:
1" = 100'

SMF 20230003

DATE:
1 AUGUST 2023

SHEET NO.
1 OF 2

NOTES:

- 1) THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:10000.
- 2) ALL DISTANCES ARE MEASURED IN U.S. SURVEY FEET.
- 3) RECORD INFORMATION DERIVED FROM THE OFFICIAL PLAT OF US SURVEY 471, DATED 11 NOVEMBER 1915; US SURVEY 1762, DATED 22 SEPTEMBER 1927; US SURVEY 3174, DATED 25 JULY 1953; US SURVEY 3272 DATED 18 AUGUST 1953; US SURVEY 3559 DATED 19 JULY 1961; BONNIE BRAE ESTATES UNIT No. I DATED 10 JULY 1984 PLAT No. 81-47; BONNIE BRAE ESTATES UNIT NO. II DATED 10 JULY 1984 PLAT NO. 84-110; PLAT OF LOT 4A & LOT 4B A SUBDIVISION OF LOT 4, BLOCK H BONNIE BRAE SUBDIVISION II DATED JANUARY 85 PLAT No. 85-18W; AS BUILT PLAT OF LOT 3A & LOT 3B A SUBDIVISION OF LOT 3, BLOCK F BONNIE BRAE SUBDIVISION II DATED JANUARY 85 PLAT NO. 85-30W; LOT 3, INTO LOTS 3-A & 3-B, BLOCK H, BONNIE BRAE ESTATES SUBDIVISION UNIT NO. II DATED 7 MAY 1987 PLAT NO. 87-12; A SUBDIVISION OF LOT 2 INTO LOTS 2-A & 2-B, BLOCK H, BONNIE BRAE ESTATES SUBDIVISION UNIT NO. II DATED 7 MAY 1987 PLAT NO. 87-13; BLACKTAIL MOUNTAIN ESTATES PLAT 2021-32 RECORDED 08 OCTOBER 2021 ON FILE WITHIN THE JUNEAU RECORDING DISTRICT.
- 4) WHERE DIFFERENT FROM MEASURED OR CALCULATED RECORD DIMENSIONS ARE SHOWN IN PARENTHESES.
- 5) DOMESTIC WATER & SANITARY SEWER PROVIDED BY THE CITY AND BOROUGH OF JUNEAU PUBLIC UTILITIES.
- 6) SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- 7) THE STORMWATER RUNOFF IS ACCEPTABLE PER DRAINAGE PLAN BLACKTAIL MOUNTAIN ESTATES SUBDIVISION APPROVED FOR CONSTRUCTION. ALL REQUIRED BLACKTAIL MOUNTAIN ESTATES SUBDIVISION IMPROVEMENTS, INCLUDING SURFACE DRAINAGE, DRIVEWAYS AND ROADSIDE DRAINAGE SHALL BE CONSTRUCTED PRIOR TO FINAL ACCEPTANCE FOR MAINTENANCE BY CBJ PUBLIC WORKS. MODIFICATIONS TO THE APPROVED PLANS WILL NOT BE ALLOWED UNLESS PERMITTED BY CBJ ENGINEERING PURSUANT TO CHAPTER 19.12 EXCAVATION AND GRADING CODE.
- 8) WETLANDS MAY EXIST ON PARTS OF THE SUBDIVISION. SPECIAL REGULATIONS MAY APPLY.
- 9) ACCESS SUBJECT TO CBJ 49.35 ARTICLE II DIVISION 2 'PRIVATE SHARED ACCESS' REQUIREMENTS. ACCESS TO LOTS B1,B2,B3, & B4 SHALL BE RESTRICTED TO A SINGLE DRIVEWAY IN THE SHARED ACCESS EASEMENT. USE OF THE ACCESS EASEMENT DELINEATED ON THIS PLAT IS SUBJECT TO THE REQUIREMENTS SET FORTH IN THE COMMON DRIVEWAY ACCESS, UTILITY AND MAINTENANCE AGREEMENT. - RECORDED WITH THIS SUBDIVISION.
- 10) THE USE OF EACH LOT SERVED BY THE SHARED ACESS SHALL BE LIMITED TO ONE SINGLE-FAMILY RESIDENCE AND ONE ACCESSORY APARTMENT [CBJ 49.35.262(B)(5)].
- 11) AT THE TIME OF PLAT RECORDING, DEVELOPMENT, INCLUDING FURTHER SUBDIVISION OR USE, OF LOTS IN THIS SUBDIVISION IS SUBJECT TO CBJ 49.35 ARTICLE II DIVISION II 'PRIVATE SHARED ACCESS'. SEE THE CITY AND BOROUGH OF JUNEAU LAND USE CODE FOR CURRENT REGULATIONS.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PLAT IS THE RECORD BEARING OF S 00°02'00" W BETWEEN FOUND G.L.O. BRASS CAP MONUMENTS, DETAILED THIS PLAT, WHICH MARK CORNER 3 US SURVEY 471 AND CORNER 1, US SURVEY 3559, AS DEPICTED UPON BONNIE BRAE UNIT II PLAT 84-110 DATED 23 JULY 1984, ON FILE AT THE OFFICE OF THE RECORDER, JUNEAU RECORDING DISTRICT, ANCHORAGE, ALASKA.

PLANNING COMMISSION PLAT APPROVAL

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF JUNEAU, ALASKA AND THAT SAID PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION BY PLAT RESOLUTION NO. _____, DATED _____, 2023, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT RECORDING OFFICE, ANCHORAGE, ALASKA.

_____, DATED _____, 2023

CHAIRMAN OF THE PLANNING COMMISSION
CITY AND BOROUGH OF JUNEAU

ATTEST:

MUNICIPAL CLERK
CITY AND BOROUGH OF JUNEAU

OWNERSHIP CERTIFICATE:

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAT OF SUBDIVISION WITH OUR FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: _____, 2023

PETER PEEL

NOTARY ACKNOWLEDGEMENT:

UNITED STATES OF AMERICA)
)SS
STATE OF ALASKA)

THIS IS TO CERTIFY THAT ON THIS ____ DAY OF _____, 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED PETER PEEL TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARY FOR THE USES AND PURPOSES THEREIN MENTIONED AUTHORIZED TO DO SO.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR ALASKA

MY COMMISSION EXPIRES: _____

CORPORATE OWNERSHIP CERTIFICATE:

I HEREBY CERTIFY THAT CREATIVE DEVELOPMENT, INC IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HERON AND THAT I , AS PRESIDENT, HEREBY ADOPT THIS PLAT OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO THE PUBLIC OR PRIVATE USE AS NOTED.

DATE: _____, 2023

BRUCE GRIGGS, PRESIDENT
CREATIVE DEVELOPMENT, INC

NOTARY ACKNOWLEDGEMENT:

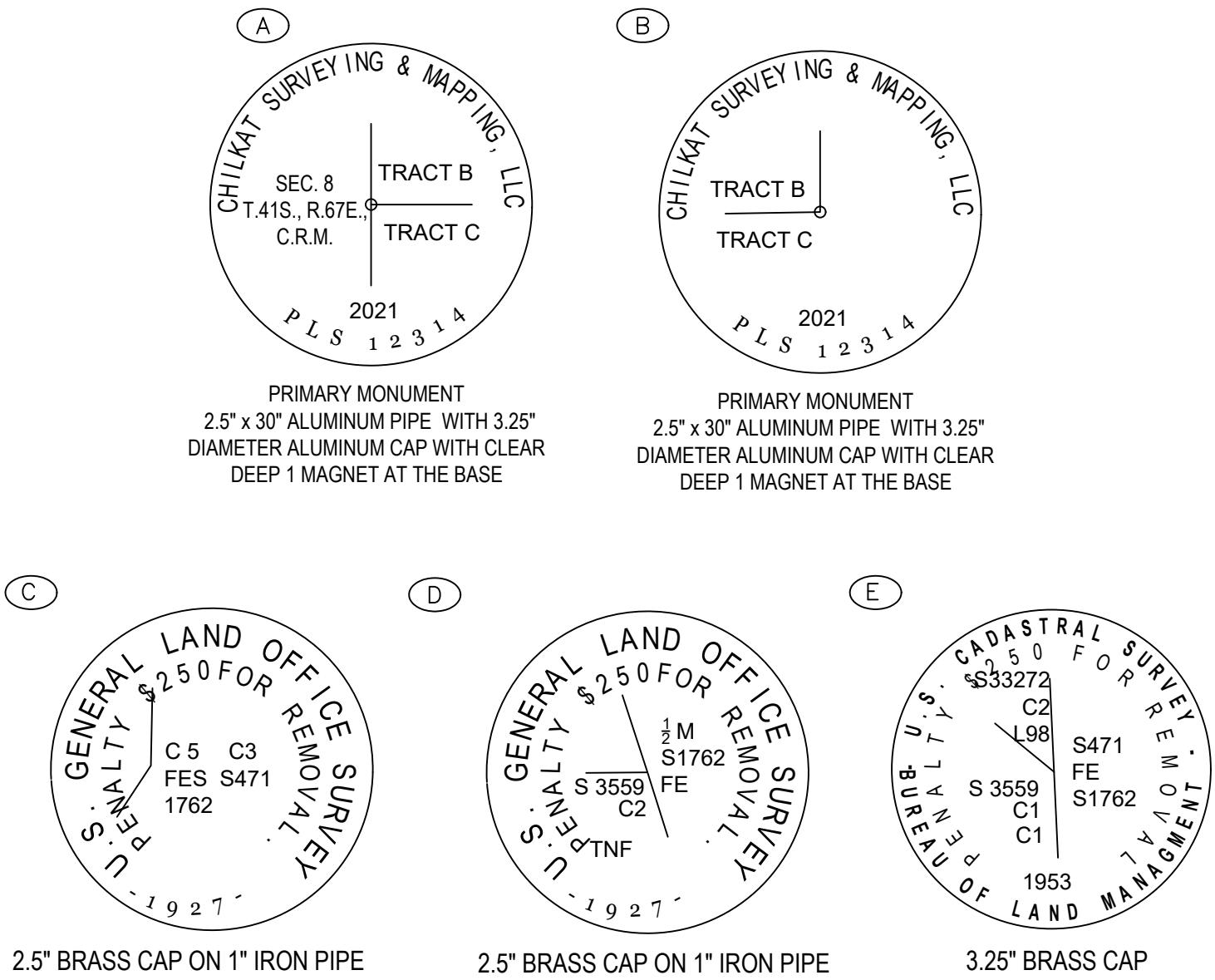
UNITED STATES OF AMERICA)
)SS
STATE OF ALASKA)

THIS IS TO CERTIFY THAT ON THIS ____ DAY OF _____, 2023, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED BRUCE GRIGGS, TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON HE REPRESENTS HIMSELF TO BE AND THE PRESIDENT OF CREATIVE DEVELOPMENT, INC WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE FREE ACT AND DEED OF THE SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED, BEING FULLY AUTHORIZED TO DO SO.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR ALASKA

MY COMMISSION EXPIRES:



RECOVERED MONUMENT DETAILS

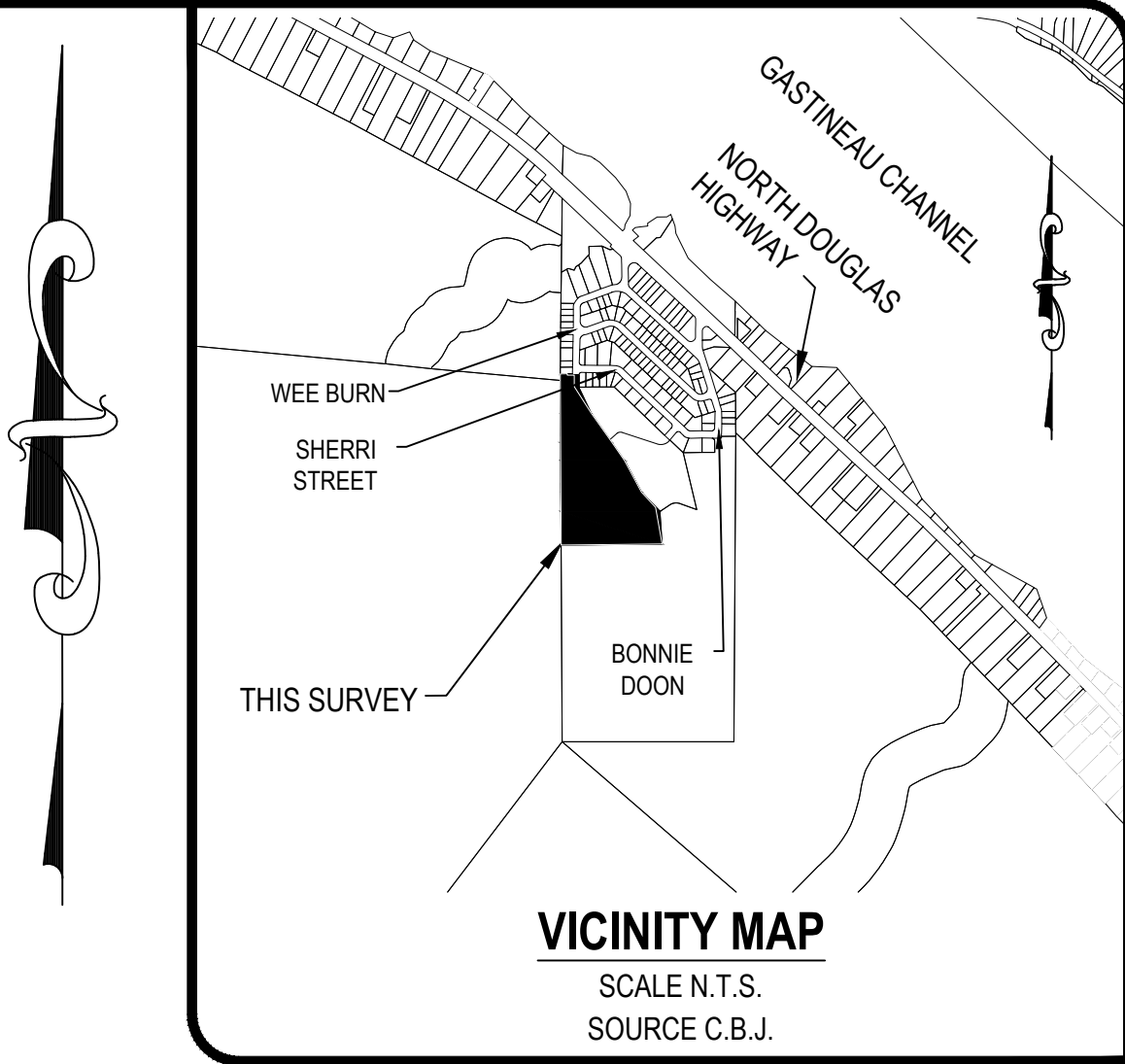
N.T.S.



SURVEYOR'S CERTIFICATE

I, JOSHUA IVANISZEK, IN MY CAPACITY AS A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA, CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY TITLE 49 OF THE CODE OF THE CITY AND BOROUGH OF JUNEAU, THAT ALL DIMENSIONAL AND RELATIVE BEARINGS ARE CORRECT, AND THAT MONUMENTS ARE SET IN PLACE AND NOTED UPON THIS PLAT AS PRESENTED.

DATED: 1 AUGUST 2023



5/8" x 36" REBAR WITH
RED PLASTIC CAP

TYPICAL SET MONUMENT DETAIL

N.T.S.

PLAT OF
BLACKTAIL MOUNTAIN ESTATES B
A SUBDIVISION OF
TRACT B, BLACKTAIL MOUNTAIN ESTATES, PLAT 2021-32
A FRACTION OF US SURVEY 471
WITHIN THE CITY AND BOROUGH OF JUNEAU, ALASKA
JUNEAU RECORDING DISTRICT

STATE RECORDER'S OFFICE AT ANCHORAGE

CHILKAT SURVEYING & MAPPING, LLC
10654 PORTER LANE JUNEAU, ALASKA 99801
907-957-1908

OWNERS
PETER PEEL CREATIVE DEVELOPMENT, LLC
800 6TH STREET JUNEAU, AK 99801 PO BOX 032076 JUNEAU, ALASKA 99803

SCALE:
NTS

SMF20230003

DATE:
1 AUGUST 2023

SHEET NO.
2 OF 2

From: [Emily Coate Thompson](#)
To: [David Peterson](#); [PC Comments](#)
Subject: Case #SMF2023 0003
Date: Thursday, August 17, 2023 7:06:41 PM

To whom it may concern,

I'm writing to voice my opinion about the final approval for Blacktail Estates, Tract B. When the developer Peter Peel applied for the permit for this project, he was able to make a case that he was putting in a private drive that would access 4 lots and would have only one entrance/exit. Since then, he's connected all 3 of the tracks in the development in order to move gravel to the new areas. I would strongly request that the planning commission make sure that he is blocking off the existing roads that connect the parcels so that they are, in fact, 3 private drives. Peter stated at our Bonnie Brae Neighborhood Association meeting this summer that he technically had to block the roads from connecting but he was hoping the city might just let him keep them connected. Seeing as the permit he was issued was for "private drives", I would request the Commissioners hold him to the law and make the current development in line with what was permitted. In addition to wanting a developer to actually stick to the permit they were awarded, I am also concerned about the increased traffic that leaving the roads connected will bring. Tract B is directly on the blind corner that houses the neighborhood park and I can assure you that many of the parents in this neighborhood are already worried about the safety of our children playing, biking and enjoying the park with the road spilling out right across from it.

Thank you for taking the time to hear the thoughts/concerns of the neighborhood impacted by this permit.

Emily Thompson

From: David Love <pandalid@yahoo.com>
Sent: Friday, August 18, 2023 11:46 AM
To: PC_Comments
Subject: SMF2023 0003 allow public access to CBJ parks land above Bonnie Brae subdivision via new road

public comment regarding Peter Peel subdivision: Hoping that CBJ will require the new subdivision to allow access to the CBJ park land on the knoll above the BBrae subdivision via the newly constructed road. The proposed route described in the previous meeting is cliff face and very difficult to access that CBJ land, Thanks



(907) 586-0715
CDD_Admin@juneau.org
www.juneau.org/community-development
155 S. Seward Street • Juneau, AK 99801

August 18, 2023

MEMO

To: Mike Levine, Chair

From: Irene Gallion and David Peterson, Planners

Parcel No.: 6D0801110011 and 6D0801110012

Legal Description: Blacktail Mountain Estates Tract A and B

Case Number: SMF2023 0002 and -0003

RE: Updated Shared Access Agreement

Attached are proposed updated Shared Access Agreements referenced in Note 9 for both plats.

The agreement is updated to include specifics on utilities.

While drainage is not specifically addressed,

- The plat calls the easement the “50’ (foot) Private Access, Utility and Drainage Easement.”
- Note 7 on the plat specifies that drainage modification must be approved by CBJ.

The updated agreement also includes indemnification language requested by General Engineering.

If the Planning Commission approves the project under consent, staff will draft a Notice of Decision that does not include Condition 2 in SMF2023 0002 or Condition 3 in SMF2023 0003:

The agreement required under CBJ 49.35.261(2) must include explicit recognition of and allowances for drainage and utilities before the Chair of the Planning Commission signs the final plat.

SHARRED ACCESS USE CONTRACT

TRACT A, BLACKTAIL MOUNTAIN ESTATES

This Shared Access Easement Agreement (the "Agreement") is made and entered into as of [Date], by and between the owners of the following described properties, collectively referred to as the "Owners":

1. [Owner 1's Full Name, Parcel Number (to be assigned)]
2. [Owner 2's Full Name, Parcel Number (to be assigned)]
3. [Owner 3's Full Name, Parcel Number (to be assigned)]
4. [Owner 4's Full Name, Parcel Number (to be assigned)]

Hereinafter, each individual owner and their respective lots shall be referred to as an "Owner" and "Lot" respectively.

RECITALS

A. The Owners are the owners of four (4) residential lots, described in attached TRACT A, BLACKTAIL MOUNTAIN ESTATES, PLAT SMF20230002.

1. LOT A1 92,158 SF
2. LOT A2 44,105 SF
3. LOT A3 35,813 SF
4. LOT A4 35,181 SF

B. The Owners require a shared access easement (SAE) for the purpose of ingress and egress to and from their respective lots via a privately maintained driveway, described as [SAE Description], which is depicted on the attached property plat (TRACT A, BLACKTAIL MOUNTAIN ESTATES, PLAT SMF20230002).

C. The Owners agree to establish and maintain the SAE in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follows:

1. Shared Access Easement

(a) The Owners hereby establish a shared access easement for ingress and egress to and from their respective Lots over the shared driveway. The easement shall be for the exclusive use of the Owners and their respective guests, invitees, tenants, and agents (collectively referred to as "Authorized Users").

(b) Each Owner shall have the right to use the SAE for the purpose of ingress and egress to and from their respective Lot. Such right shall be subject to the limitations, conditions, and restrictions set forth in this Agreement.

(c) The Owners agree to maintain the SAE at their own expense, including but not limited to snow removal, repair, and general upkeep. The cost of maintenance shall be equally divided among the 4 owners served by the Road.

(d) Each Owner shall have the responsibility to use the SAE in a reasonable and safe manner, avoiding any damage to the Road or interference with the rights of other Owners.

(e) No Owner shall obstruct or interfere with the use of the SAE by other Owners or authorized users, including parking or storing vehicles or any other objects that hinder the access or use of the Road.

(f) Each Owner shall be responsible for any damage caused to the SAE by themselves, their guests, invitees, tenants, or agents. The Owner causing such damage shall promptly repair or reimburse the other Owners for the cost of repair.

(g) The SAE shall not be widened, altered, or modified without the unanimous consent of all Owners. However, routine maintenance and repairs necessary to keep the SAE in good condition shall be permitted.

3. Indemnification and Liability

(a) Each Owner agrees to indemnify and hold harmless the other Owners from any claims, damages, liabilities, or expenses arising out of or in connection with the use of the SAE, including but not limited to accidents, injuries, or property damage.

(b) The Owners shall not be liable to each other for any damages, losses, or injuries arising from the use of the Road, except to the extent caused by their own willful misconduct or negligence.

(c) The Owners agree, severally, to indemnify, defend and hold harmless the City and Borough of Juneau, its officers, agents, and employees, from all suits, claims, actions, losses, costs, penalties, and damages, including attorney's fees arising out of the existence, location and or use of said combined access easement, within the Kristi St. right of way and other properties. It is understood that the City and Borough of Juneau is not responsible in any manner whatsoever for the combined access easement. It is understood that no repair or replacement that requires excavation within the public right-of-way, shall be done without obtaining the appropriate permits from the City and Borough of Juneau and other appropriate agencies.

4. Utilities

(a) This Clause pertains to the maintenance, repair, and access rights associated with private water and sewer utilities, as well as an underground electrical utility, within the shared access easement area. The Parties acknowledge and agree that individual private water and sewer utilities are installed underground within the shared access easement area. Each Party shall be solely responsible for the installation, maintenance, repair, and operational expenses associated with their respective private water and sewer utilities. Any maintenance or repair activities conducted by either Party shall not unduly obstruct or interfere with the access rights of the other Party or impede their use of the shared access easement.

(b) Underground Electrical Utility: The Parties further acknowledge that there exists an underground electrical utility within the shared access easement area, which is owned and maintained by [AEL&P – Alaska Electric Light and Power]. The electrical distribution line is not part of the Parties' private utilities and is exclusively owned and controlled by [AEL&P].

(c) The Parties shall refrain from any actions that could cause damage or disruption to the underground electrical utility owned by [AEL&P]. No Party shall undertake any activities that could compromise the integrity of the electrical utility, interfere with its operation, or pose a safety risk.

(d) Access to Utilities: a. Each Party shall grant the other Party the right to access their respective private water and sewer utilities as necessary for maintenance, repair, inspection, and any other lawful purposes related to the utilities' proper functioning.

(e) Access to the underground electrical utility owned by [AEL&P] shall be restricted to authorized personnel of [AEL&P] or any other relevant authority, in accordance with the terms and conditions set forth by [AEL&P].

(f) Notification and Coordination: If maintenance, repairs, or improvements to the shared access easement, private utilities, or the underground electrical utility are planned, the Parties shall endeavor to notify each other and [AEL&P] in advance of such activities.

(g) Coordination shall be maintained between the Parties and [AEL&P] to minimize disruptions during any activities related to the utilities or the shared access easement.

(h) Each Party shall indemnify and hold harmless the other Party from any claims, liabilities, damages, costs, or expenses arising out of the installation, maintenance, repair, or operation of their respective private utilities or any impact on the underground electrical utility owned by [AEL&P].

5. Term and Termination

(a) This Agreement shall be binding upon the Owners and their successors in interest and shall run with the land/real property description.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska and the City and Brough of Juneau without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Owners have executed this Shared Access Easement Agreement as of the date first above written.

[Owner 1's Full Name] [Owner 1's Signature] Date:

[Owner 2's Full Name] [Owner 2's Signature] Date:

[Owner 3's Full Name] [Owner 3's Signature] Date:

[Owner 4's Full Name] [Owner 4's Signature] Date:

[Notary Acknowledgment]

SHARRED ACCESS USE CONTRACT

TRACT B, BLACKTAIL MOUNTAIN ESTATES

This Shared Access Easement Agreement (the "Agreement") is made and entered into as of [Date], by and between the owners of the following described properties, collectively referred to as the "Owners":

1. [Owner 1's Full Name, Parcel Number (to be assigned)]
2. [Owner 2's Full Name, Parcel Number (to be assigned)]
3. [Owner 3's Full Name, Parcel Number (to be assigned)]
4. [Owner 4's Full Name, Parcel Number (to be assigned)]

Hereinafter, each individual owner and their respective lots shall be referred to as an "Owner" and "Lot" respectively.

RECITALS

A. The Owners are the owners of four (4) residential lots, described in attached TRACT B, BLACKTAIL MOUNTAIN ESTATES, PLAT 2021-32.

1. LOT B1 64,485 SF
2. LOT B2 78,360 SF
3. LOT B3 293,151 SF
4. LOT B4 355,915 SF

B. The Owners require a shared access easement (SAE) for the purpose of ingress and egress to and from their respective lots via a privately maintained driveway, described as [SAE Description], which is depicted on the attached property plat (TRACT B, BLACKTAIL MOUNTAIN ESTATES, PLAT 2021-32).

C. The Owners agree to establish and maintain the SAE in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follows:

1. Shared Access Easement

(a) The Owners hereby establish a shared access easement for ingress and egress to and from their respective Lots over the shared driveway. The easement shall be for the exclusive use of the Owners and their respective guests, invitees, tenants, and agents (collectively referred to as "Authorized Users").

(b) Each Owner shall have the right to use the SAE for the purpose of ingress and egress to and from their respective Lot. Such right shall be subject to the limitations, conditions, and restrictions set forth in this Agreement.

(c) The Owners agree to maintain the SAE at their own expense, including but not limited to snow removal, repair, and general upkeep. The cost of maintenance shall be equally divided among the 4 owners served by the Road.

(d) Each Owner shall have the responsibility to use the SAE in a reasonable and safe manner, avoiding any damage to the Road or interference with the rights of other Owners.

(e) No Owner shall obstruct or interfere with the use of the SAE by other Owners or authorized users, including parking or storing vehicles or any other objects that hinder the access or use of the Road.

(f) Each Owner shall be responsible for any damage caused to the SAE by themselves, their guests, invitees, tenants, or agents. The Owner causing such damage shall promptly repair or reimburse the other Owners for the cost of repair.

(g) The SAE shall not be widened, altered, or modified without the unanimous consent of all Owners. However, routine maintenance and repairs necessary to keep the SAE in good condition shall be permitted.

3. Indemnification and Liability

(a) Each Owner agrees to indemnify and hold harmless the other Owners from any claims, damages, liabilities, or expenses arising out of or in connection with the use of the SAE, including but not limited to accidents, injuries, or property damage.

(b) The Owners shall not be liable to each other for any damages, losses, or injuries arising from the use of the Road, except to the extent caused by their own willful misconduct or negligence.

(c) The Owners agree, severally, to indemnify, defend and hold harmless the City and Borough of Juneau, its officers, agents, and employees, from all suits, claims, actions, losses, costs, penalties, and damages, including attorney's fees arising out of the existence, location and or use of said combined access easement, within the Wee Burn right of way and other properties. It is understood that the City and Borough of Juneau is not responsible in any manner whatsoever for the combined access easement. It is understood that no repair or replacement that requires excavation within the public right-of-way, shall be done without obtaining the appropriate permits from the City and Borough of Juneau and other appropriate agencies.

4. Utilities

(a) This Clause pertains to the maintenance, repair, and access rights associated with private water and sewer utilities, as well as an underground electrical utility, within the shared access easement area. The Parties acknowledge and agree that individual private water and sewer utilities are installed underground within the shared access easement area. Each Party shall be solely responsible for the installation, maintenance, repair, and operational expenses associated with their respective private water and sewer utilities. Any maintenance or repair activities conducted by either Party shall not unduly obstruct or interfere with the access rights of the other Party or impede their use of the shared access easement.

(b) Underground Electrical Utility: The Parties further acknowledge that there exists an underground electrical utility within the shared access easement area, which is owned and maintained by [AEL&P – Alaska Electric Light and Power]. The electrical distribution line is not part of the Parties' private utilities and is exclusively owned and controlled by [AEL&P].

(c) The Parties shall refrain from any actions that could cause damage or disruption to the underground electrical utility owned by [AEL&P]. No Party shall undertake any activities that could compromise the integrity of the electrical utility, interfere with its operation, or pose a safety risk.

(d) Access to Utilities: a. Each Party shall grant the other Party the right to access their respective private water and sewer utilities as necessary for maintenance, repair, inspection, and any other lawful purposes related to the utilities' proper functioning.

(e) Access to the underground electrical utility owned by [AEL&P] shall be restricted to authorized personnel of [AEL&P] or any other relevant authority, in accordance with the terms and conditions set forth by [AEL&P].

(f) Notification and Coordination: If maintenance, repairs, or improvements to the shared access easement, private utilities, or the underground electrical utility are planned, the Parties shall endeavor to notify each other and [AEL&P] in advance of such activities.

(g) Coordination shall be maintained between the Parties and [AEL&P] to minimize disruptions during any activities related to the utilities or the shared access easement.

(h) Each Party shall indemnify and hold harmless the other Party from any claims, liabilities, damages, costs, or expenses arising out of the installation, maintenance, repair, or operation of their respective private utilities or any impact on the underground electrical utility owned by [AEL&P].

5. Term and Termination

(a) This Agreement shall be binding upon the Owners and their successors in interest and shall run with the land/real property description.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska and the City and Brough of Juneau without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Owners have executed this Shared Access Easement Agreement as of the date first above written.

B[Owner 1's Full Name] [Owner 1's Signature] Date:

[Owner 2's Full Name] [Owner 2's Signature] Date:

[Owner 3's Full Name] [Owner 3's Signature] Date:

[Owner 4's Full Name] [Owner 4's Signature] Date:

[Notary Acknowledgment]