

TEXT MESSAGES FROM MICHELE ARANGUIZ'S PHONE

ROWID	Date	address	text
			I'm back in Alaska and would like to come in and continue discussions with you and Mayor Navarre regarding options for storm water management along Karluk and Bouy ave. please let me know the best
10116	06-23-2014,18:21	13609692578	time for us to get together.
10117	06-23-2014,18:24	13609692578	Is this Ms. Keohane? M
10118	06-23-2014,18:25	13609692578	Yes, sorry I should have identified myself
			I'll schedule a meeting, and text you the time. How will this Thursday
10121	06-23-2014,19:20	13609692578	work for you? M
10122	06-23-2014,19:21	13609692578	Thursday's good. P
			I've scheduled you to meet with Mike and I tomorrow (Thursday, June
10191	06-25-2014,16:21	13609692578	26) at 1:30. I'll give you a call if anything changes. See you then. M
10200	06-25-2014,22:56	13609692578	Thank you, I'll be there
			I'll be here both those days and can meet with you at your
10426	07-11-2014,23:28	13609692578	convenience
			I'm headed out camping right now, but I would like to say Monday
			afternoon. 2:00. I won't see Marcus until Mon., but he said that was
			likely a good time. If anything changes, I'll call you. Otherwise, we'll
10432	07-11-2014,23:59	13609692578	meet you there, then... M
			Paula - I see that you sent an email on Saturday, noting "looking
			forward to our walk-about on Tuesday." In our texts on Friday, we'd
			said Monday. I just want to be sure that we're there on the right day!
10505	07-14-2014,20:04	13609692578	Let me know... M
10509	07-14-2014,22:00	13609692578	We're here...parked on the Karluk side. M
			I've talked with my family, including my brother Bill Nelson and am
			preparing a list of my hopes and expectations for the property. So at
			this point we should go ahead with preparing a more specific
10537	07-17-2014,00:16	13609692578	proposal. Consider this a yes! I will talk with Marcus tomorrow
			Great! I'll let Marcus know that you'll be calling. I'm happy to
			accompany you through the process, so keep me in the loop if I can be
10538	07-17-2014,00:49	13609692578	of service... M
			I will send you via email the list of hopes and expectations I have re
			Karluk drainage exchange. Have call into Marcus and will email him
			same document when I get his email. I feel good about this, and
10590	07-17-2014,21:04	13609692578	working with you to get something done
			I would like to bring in a drawing that my brother Bill put together re
			Karluk parcel drainage development possibility. Will you or Matcis be
10648	07-21-2014,18:45	13609692578	available sometime today?
10649	07-21-2014,18:45	13609692578	Sorry, Marcus

ROWID	Date	address	text
			I'm here for the first half of the day, then headed for Anchorage for a few days. I left a message with Marcus. You should contact him directly, to set up a time to come by with it, & if I'm here, just give me a heads up & I'll come up to his office. I don't want you to wait though, if I'm out of town, because they are important as he creates
10650	07-21-2014,18:52	13609692578	the documents. M
10651	07-21-2014,18:53	13609692578	Will do
			Not sure if you received my email, or if you are back in the office, but would like to meet with you this next week. If the email was in wrong
10734	07-25-2014,23:17	13609692578	format, let me know and I will bring hard copy P
			I did get it & talked it over with Max & Paul. We're considering how best to construct a letter or document which clearly outlines our intent, as we move through the assembly process, so that you have reassurance. I'll check in on that document on Monday, & then will call you. Your letter was just right, and outlined your concerns with
10735	07-25-2014,23:37	13609692578	clarity & grace. M
			I just spoke with Max; he and Marcus are drafting a letter of intent. The mayor will need to review it. I will check in after a couple of days, when I've seen the draft. I'll keep following up, to keep the process
10776	07-28-2014,17:40	13609692578	moving. M
			Got it. Thanks for staying with this. I am satisfied that we agree in principal, and will standby. I am still working with the Aug 13
10777	07-28-2014,17:57	13609692578	departure date. P
12319	09-23-2014,23:33	13609692578	
			Congratulations to mayor Navarre. I see that the drainage easement proposal was introduced at last assembly. Let me know if I or my brother Bill or sister Gypsy ( who both live nearby) can assist you in
13194	10-21-2014,17:31	13609692578	this process.
			Yes. I think it would be a good idea that one of them attend the assembly meeting at which it is considered, as representative. I spoke with Marcus, & he knows Bill (& wonders if Gypsy is a nurse, in which case she delivered his child). We'll contact & meet with them ahead of time (or have a phone call) to walk them through the process. I'll check back in with you if we need contact info, but it sounds like
13195	10-21-2014,19:57	13609692578	Marcus knows how to reach Bill. M
			Yes Gypsy is a nurse, recently retired after 30 years at Central Peninsula hospital. Her # 283 8505. They are both traveling a bit, but if they can't make it, I'll use some air miles and come up. Thank you
13196	10-22-2014,01:34	13609692578	for your efforts. P

ROWID	Date	address	text
			Paula, Marcus will be able to represent at assembly if neither sibling happens to be available; there won't be a need for you to fly up. We'll get in touch with them & see what works, but typically any questions would be posed directly to Land Management. Often, they don't ask any questions at all. We address most details on our presentation of the matter. We'll keep you in the loop. The assembly meetings are
13197	10-22-2014,02:50	13609692578	broadcast by radio as well; I suspect you could listen in via Internet. M
13198	10-22-2014,02:52	13609692578	Got it, thanks
			It's pretty neat that your sister delivered Marcus' child... Circles of
13199	10-22-2014,02:54	13609692578	relationship in a community. M

Smith, Cheryl

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**From:** Aranguiz, Michele  
**Sent:** Friday, January 23, 2015 8:17 AM  
**To:** Navarre, Mike  
**Subject:** FW: Keohane Drainage Easement

-----Original Message-----

**From:** T & P Keohane [<mailto:cohocoal@frontier.com>]  
**Sent:** Friday, January 23, 2015 6:12 AM  
**To:** Aranguiz, Michele  
**Cc:** Mueller, Marcus  
**Subject:** Keohane Drainage Easement

Michele,

As a result of the recent controversy instigated by Stan Wells we wish to reconsider our offer to help the Borough solve their drainage problem at Karluk ave. We stated originally in October 2013, we are not happy that the Borough trespassed on our land and used it for stormwater runoff and storage. We do understand that 100's of homes were saved from further flooding by your actions and our verbal agreement to not block the ditch you dug into our property. We are further harmed by the Borough's distribution of the numerous false statements contained in Stan Wells' public document, which is demonizing us when we are trying to help.

Our goal is not to acquire more land, rather we seek compensation for the Borough's use of our land and cessation of the continuing trespass. We have no desire to cause conflict with our neighbors. The land/drainage easement exchange negotiations with you were conducted in good faith. Compensation for the trespass is due commencing with the initial date of trespass which is well documented. Please email me to arrange a date to discuss compensation.

Tim and Paula Keohane

Sent from my iPad

## Aranguiz, Michele

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**From:** Aranguiz, Michele  
**Sent:** Monday, August 04, 2014 11:42 AM  
**To:** 'Paula Keohane'  
**Subject:** RE: Karluk storm water drainage

Paula -

I was also at the show on Saturday, but didn't see you there...

It was a great day! Woke up Sunday to the patter of rain on my tent, but it was a cozy recovery day at home, after Saturday's joyous revelry (I danced and danced...).

Michele

-----Original Message-----

**From:** Paula Keohane [<mailto:pkeohane@frontier.com>]  
**Sent:** Friday, August 01, 2014 11:46 AM  
**To:** Aranguiz, Michele  
**Subject:** Re: Karluk storm water drainage

Michelle

Thanks for the update. I'm confident in your abilities to shepherd this through the somewhat baffling (to me) process. We are headed to SalmonStock this weekend. Lucinda Williams is in the lineup on Saturday! Wouldn't miss that.

Paula

Sent from my iPad

> On Jul 31, 2014, at 4:54 PM, "Aranguiz, Michele" <[maranguiz@kpb.us](mailto:maranguiz@kpb.us)> wrote:

>

> Paula -

>

> I just finished meeting with Marcus and reading over the draft of the  
> letter. I think it is exactly what you are looking for.

>

> Our practice is that the letter must be reviewed by the legal  
> department before we are able to send it to you. Sometimes the legal  
> department is busy with multiple projects, so - although we've put a  
> rush on it - it may be realistic to expect it early next week.

>

> Hang in there! A process like this may feel slow, but is thorough and  
> solid!

>

>

> Michele Aranguiz

>

> Special Assistant to the Mayor

> Kenai Peninsula Borough

> (907) 714-2150

>

>

>

> -----Original Message-----

> From: Paula Keohane [<mailto:pkeohane@frontier.com>]

> Sent: Thursday, July 31, 2014 12:41 PM

> To: Aranguiz, Michele

> Subject: Karluk storm water drainage

>

> Hi Michele,

> A couple items:

> What is the status of the Letter of Intent for the Karluk Drainage

> Easement that Max and Marcus are working on? I'm concerned as your

> text on Monday indicated that they were indeed working on it.

> The other item is a response to Marcus' inquiry as to who operates the

> no-till planter owned by the conservation district. His name is Gareth

> Byers, phone # 841-1437. He also is operator of the MeriCrusher

> implement.

> Hope to hear from you.

> Paula

>

> Sent from my iPad

## Aranguiz, Michele

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**From:** Aranguiz, Michele  
**Sent:** Friday, July 11, 2014 11:21 AM  
**To:** 'Paula Keohane'  
**Subject:** RE: Karluk flooding agreement

Paula -

I met with Marcus before leaving last night; he and I would like to do the walk-about on your property with you on Monday or Tuesday.

My schedule is totally flexible on those days; Marcus' schedule is pretty well open. Can you let me know a couple of potentially good times for us to meet up with you on the land on those days? I'll run them by Marcus and then get back to you after we choose one.

You can also text me if it is easier - 907-320-0289.

Thanks,

Michele Aranguiz

Special Assistant to the Mayor  
Kenai Peninsula Borough  
(907) 714-2150

## Aranguiz, Michele

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**From:** Paula Keohane <pkeohane@frontier.com>  
**Sent:** Friday, July 11, 2014 3:25 PM  
**To:** Aranguiz, Michele  
**Subject:** Karluk storm water basin  
**Attachments:** photo 1.JPG; ATT9869609.txt; photo 2.JPG; ATT9869610.txt

I took these photos this morning, after yesterday's rainstorm. Obviously draining onto my property. Now would be a good time for Marcus to see this. I will be gone this weekend but back Mon. The major contributor to this amount of drainage is Westway st.







DRIFTNETTER ST



## Aranguiz, Michele

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**From:** Paula Keohane <pkeohane@frontier.com>  
**Sent:** Thursday, July 10, 2014 1:50 PM  
**To:** Aranguiz, Michele  
**Cc:** pkeohane@frontier.com  
**Subject:** Karluk flooding agreement

Hi Michele,

When I left the meeting with Mayor Navarre, you and the other staff members in the conference room, I understood that the staff would be working on a proposal regarding the Borough's continued use of my land as a storm water flood retention basin. I have not heard from any of you, which concerns me, since this issue must have significant progress by end of this month.

Marcus indicated that he would like to come by for a site visit, but I have not heard from him either. I am available at your earliest convenience to assist in moving the process along in any way appropriate. Please contact me.

Paula

360-969-2578

Sent from my iPad

## Thompson, Colette

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**From:** Walden, Scott  
**Sent:** Friday, October 25, 2013 9:30 AM  
**To:** 'pkeohane@frontier.com'  
**Cc:** Ostrander, Paul; Navarre, Mike  
**Subject:** FW: Monitoring Report from Oct 23

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**Subject:** FW: Monitoring Report from Oct 23

Dear Mrs. Keohane,

Thank you for discussing the flooding issues with me last week. While the water levels are still pretty high, the flow has slowed considerably and some of the water is receding. I have highlighted the information specific to Karluk Street, where the water has been flowing onto your property, in the report below. I'll provide you with information on the longer term scenarios as they are developed. FYI, Scott Walden is the Director of our Office of Emergency Management.

Please don't hesitate to call if you have questions or concerns.

Best regards,

Mike Navarre  
Mayor  
Kenai Peninsula Borough  
(907)714-2150 office  
(907)394-2300 cell

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**From:** Walden, Scott  
**Sent:** Thursday, October 24, 2013 5:32 AM  
**To:** Navarre, Mike; Ostrander, Paul; Snarey, Keith; Best, Max; Montague, Holly; Ahlberg, Brenda; Nelson, Dan; Malone, Patrick; Mahalak, Daniel; Cisco, Julie  
**Cc:** Highley, Pam; Hanson, Bonnie; Hames, Janelle  
**Subject:** Monitoring Report from Oct 23

Checked with septic pumping folks regarding a suggestion to slow pump primary tanks partially and to seek alternatives to help property owners manage their systems. One company diagramed the whole septic/leach field system and advised against the idea citing an example: They went to a home that has a 1,000 gal septic tank supporting several families. They stopped pumping at 2,000 gallons and went to the access pipe and the septic tank was still full. Essentially any airspace created in a tank in the K-Beach area becomes the path of least resistance for the water and the tank quickly refills. They do not know of any solutions to this problem nor have they ever seen it. They indicated it is an exercise in futility.

We confirmed with DEC well testing viability and prepared a public info package linking property owners to that information, well disinfection processes and mold prevention and remediation means as suggested by FEMA.

Roads continues to respond to permit requests and is conducting ongoing eval of infrastructure condition and freeze concerns.

Water levels have continued to recede greatly. (bullet point observations from North to South. All photos are on the U: drive in the folder dated 10-23-13.)

- Eider Drive continues to show less water flowing in the ROW ditch.
- The corner of Chine and Aase is actually beginning to dry.
- The entrance to Inlet Drilling is now completely dry (see photo).
- Karluk has seen considerable change that I'm thankful to report. The only water flowing into the Karluk basin is coming from Westway and connector streets like Skiff Ct. and Sea Biscuit. There is no longer any water flowing to the East of Westway. Good news!
- The upper Karluk basin is no longer flowing into the lower basin and the upper basin has receded over an inch. The lower basin was recorded at 18.5". That is almost a 10" loss of water elevation since last Friday.
- Bouy has received recent ditching along Farmstead to start moving all the ponded water on that street. RSA? Don't know.
- Water levels on the pipeline corridor have receded over 2" and is no longer flowing North on the ATV trail.
- Twin culverts on Trawling Ave have also receded an addition inch.

Septic and well issues will continue. Brenda can provide some handouts that can be passed on to two residents and they can be directed to the OEM links for the same info. Some folks are also resorting to a Porta Potty for septic purposes and trying to put as little water as they can into their systems. DEC will field calls related to testing and treating water systems.

DNR hydro field visits are planned for Monday. We will resume the 3pm briefing meeting on Monday and will send an invite for that. In the meantime please continue sending summaries to OEM for consolidating and distribution.

Thanks to each of you for the outstanding efforts on this event. Please provide this summary to appropriate staff.

Scott

**From:** [Paula Keohane](#)  
**To:** [Mueller, Marcus](#)  
**Cc:** [Aranguiz, Michele](#)  
**Subject:** Re: Assembly  
**Date:** Thursday, January 22, 2015 6:21:38 AM

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Marcus,

We we not able to pick up the assembly meeting so don't have an update on the decision. We are concerned as there is no consequence to the Borough continuing to postpone decision. We have not had use of our land in a year and a half. We have negotiated in good faith for that entire time. The Borough's trespass on our property has been ongoing and continuous since the culverts were installed on Karluk and the ditch was extended by the Borough onto our property. The infringement on our property has limited our ability to use our property as we please. We now feel that the time has come to initiate charging the Borough to use our property as we cannot continue to allow use by the Borough without just compensation.

Tim and Paula Keohane

Sent from my iPad

On Jan 20, 2015, at 5:53 PM, Mueller, Marcus <[MMueller@kpb.us](mailto:MMueller@kpb.us)> wrote:

Paula,

The Assembly is schedule to meet tonight. An amendment has been presented to the Assembly. The proposed amendment is linked below. At committee today, the idea of postponing the action until the March 17<sup>th</sup> meeting so that assembly/public could digest the new information being presented. The second link is a comment that was presented by Assemblyman Welles. The third link is a general link to all the documents that are associated with Ordinance 2014-32. It is a new system so I am hoping that the links work alright.

Amendment Memo:

<https://kpb.legistar.com/View.ashx?M=F&ID=3451093&GUID=1C2864AF-C34C-4BF9-A16C-9F1D6F01EACE>

Welles' Comment:

<https://kpb.legistar.com/View.ashx?M=F&ID=3450968&GUID=63892ACA-F076-41FF-8B99-C38E237E5789>

Legislation Link:

<https://kpb.legistar.com/LegislationDetail.aspx?ID=1985889&GUID=502FF7AC-4AF2-4904-B7B2-C4ECF7C83688&Options=&Search=>

regards

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)*

**From:** Mueller, Marcus  
**To:** "Paula Keohane"  
**Subject:** Assembly  
**Date:** Tuesday, January 20, 2015 4:53:24 PM

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Paula,

The Assembly is schedule to meet tonight. An amendment has been presented to the Assembly. The proposed amendment is linked below. At committee today, the idea of postponing the action until the March 17<sup>th</sup> meeting so that assembly/public could digest the new information being presented. The second link is a comment that was presented by Assemblyman Welles. The third link is a general link to all the documents that are associated with Ordinance 2014-32. It is a new system so I am hoping that the links work alright.

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regards

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*mmueller@borough.kenai.ak.us*



**From:** [Paula Keohane](mailto:Paula.Keohane@frontier.com)  
**To:** [Mueller, Marcus](mailto:MMueller@kpb.us)  
**Subject:** Re: Evaluation Report and Discussion  
**Date:** Thursday, January 15, 2015 9:21:26 AM

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Hi Marcus,

We are sending this email to confirm our understanding of the Keohane Drainage Easement exchange. After meeting with you yesterday, and going over the recommendations from your consultant, we are in agreement with your amended proposal. We also discussed possible improvements within the easement boundaries that we could construct eg. driveway that would not conflict with the drainage easement, and an extended time for removal of any improvements. We hope this exchange can move forward in the process and we will be available for any further discussion.  
Tim and Paula Keohane

Sent from my iPad

On Jan 14, 2015, at 9:30 AM, Mueller, Marcus <[MMueller@kpb.us](mailto:MMueller@kpb.us)> wrote:

11 is great. We'll see you then. I think we will meet in Michele's office which is straight ahead from the front doors.

---

**From:** Paula Keohane [<mailto:pkeohane@frontier.com>]  
**Sent:** Wednesday, January 14, 2015 8:27 AM  
**To:** Mueller, Marcus  
**Subject:** Re: Evaluation Report and Discussion

Hi Marcus,

Thank you for keeping this proposal on track. It just so happens that we are in Kenai visiting our son and were planning to come in to see you in the next couple days anyway! If 11am is a good time, I'll see you then, otherwise let me know a better time. We leave on Friday morning.

Sent from my iPad

On Jan 13, 2015, at 4:04 PM, Mueller, Marcus <[MMueller@kpb.us](mailto:MMueller@kpb.us)> wrote:

Paula,

During the borough's public process for the proposed exchange a question arose regarding the needs of the borough on the Mile 12.1 parcel for future drainage improvements. To assess the question we sought the assistance of the borough's capital projects division. Attached is the report that was prepared as a result. I will separately send you (due to file size) a copy of the evaluation scope which will help in understanding the content of the report itself.

The report concludes that the basic easement proposed was good but that additional easements would be important for the borough to additionally retain. The first would be a construction easement that would allow for the entire south 100-feet to be used during construction activities. The second would be for vegetation protection along the coastal bluff, approximately 50 feet setback.

By adding the construction easement and vegetation protection easement it would reduce the area that would be potentially available for your purposes. It would seem that you would need to weigh the impact of the easement expansion and determine if this property would still be valuable to you for your purposes. If so I believe we would proceed with a modified proposal. If not, I believe we would need to reconvene to explore alternatives. Michele and I are available to meet by phone and could talk around 11am tomorrow if that worked for you.

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)

<KBeach MP12 Evaluation Summary.pdf>

**From:** [Paula Keohane](#)  
**To:** [Mueller, Marcus](#)  
**Subject:** Fwd: Regarding Alaska Nellie  
**Date:** Wednesday, January 14, 2015 5:17:08 PM

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Hi Marcus, I just got this email re Alaska Nelly. My friend Susan now lives in Homer Her father was the surgeon at the TB hospital in Seward. I'll watch for info on your Moose Pass meeting and progress with planning for newly acquired borough lands in my old stomping grounds.  
Paula

Sent from my iPhone

Begin forwarded message:

**From:** Susan Cushing <[cushinghouse@gmail.com](mailto:cushinghouse@gmail.com)>  
**Date:** January 13, 2015 at 6:17:50 PM AKST  
**To:** Helen Hegener <[helenhegener@gmail.com](mailto:helenhegener@gmail.com)>  
**Cc:** Paula Keohane <[pkeohane@frontier.com](mailto:pkeohane@frontier.com)>  
**Subject: Re: Regarding Alaska Nellie**

Dear Helen,

I was traveling when I received your email. I dropped the ball. Although I didn't get back to you with any stories, I forwarded your request to others so I hope you did get some stories for your article that was to appear in the fall. Did it appear and did I miss it? I am sending you a donation, although small, it is worthy of the sentiment and memories. Good to hear that Dave Folk is receiving other donations to preserve Alaska Nellie's monument.

The only story I have is that Alaska Nellie had a fishing rod, baited and in the water out the back of her museum on Lake Kenai. She rigged a line with a bell on it from the handle of the rod which was braced there to the back of the museum where she hung out. Fish on hook, bell would ring, and she would pull in the fish. As children, we lived at the Nelson cabin 1/4 mile down the shore. Most exciting was a trip down the beach to Alaska Nellie's wildlife museum where we looked in awe and wonderment at her exotic wildlife display. We believed her stories that she was a big game hunter. Parents gave us the "eyes rolled back" expression. Other characters around there told tall stories which we believed. Now as "older adults", we have discovered that indeed, many of those stories were true! Or at least we want it to be so, just as we did as kids.

Indeed, the glorious days of the railroad roadhouse should be remembered with more stories. In the early 50's, the engineer of the train would slow down at Lawing and throw kittens to us kids as we stood there watching the train go by. Then the golden retriever dog didn't quite make it across the tracks in time, and lost 2/3 of his tail. Oh, he had a tale to tell about the railroad roadhouse days! A howling tale.

The strawberries by the tracks at Lawing were planted by Alaska Nellie. My friend and I picked about a quart of them a few years ago. They are petite strawberries, just like Nellie.

Did you hear anything from the Nelson family; Gypsy Nelson Jolly, Bill Nelson, and Paula Nelson Keohane?

Thanks, Helen, for your interest.

Best,  
Susan Phillips Cushing  
1423 Bay Avenue  
Homer, AK 99603  
235-4850

On Thu, Sep 25, 2014 at 8:47 AM, Helen Hegener  
<[helenhegener@gmail.com](mailto:helenhegener@gmail.com)> wrote:

Hello Susan,

Thank you for writing, it's always wonderful to hear from people who actually knew Nellie!

My name is Helen Hegener, I wrote the article which appeared in Alaska Dispatch and elsewhere, and Dave Folk has tasked me with coordinating this project for the preservation of Nellie's headstone and her memory. We are discussing what options might be available from a local historical society for possible matching funds for the donations, which could perhaps be utilized for erecting a memorial sign or monument or something suitable so people could learn more about the legacy of this wonderful Alaskan.

I think working out the details of this process will most likely take a few weeks or more, as bureaucracies work slowly, so plans will probably not be formalized until next spring, but in the meantime Nellie's headstone has been straightened and stabilized and the concrete reworked on the original headstone, so we have time to determine the best approach to creating a lasting tribute. There has been some talk about a park or memorial at Lawing, on Kenai Lake, but that might be hoping for a little too much. Time - and public interest - will tell the tale.

At any rate, donations can be mailed to me at PO Box 298023, Wasilla, Alaska 99629. I'm planning to write another article, about the heartwarming response we've received for the headstone project and whatever progress develops, for publication sometime this fall. If you would consider sharing memories of when you or others knew Nellie I would be delighted to incorporate them into the article. There's nothing quite as compelling as first-hand accounts of history!

Thank you again,  
Helen Hegener  
PO Box 298023  
Wasilla, Alaska 99629

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Susan Phillips Cushing

**From:** Mueller, Marcus  
**To:** "Paula Keohane"  
**Cc:** Aranquiz, Michele  
**Subject:** RE: Evaluation Report and Discussion  
**Date:** Wednesday, January 14, 2015 8:30:38 AM

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**To:** Mueller, Marcus  
**Subject:** Re: Evaluation Report and Discussion

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Paula,

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The report concludes that the basic easement proposed was good but that additional easements would be important for the borough to additionally retain. The first would be a construction easement that would allow for the entire south 100-feet to be used during construction activities. The second would be for vegetation protection along the coastal bluff, approximately 50 feet setback.

By adding the construction easement and vegetation protection easement it would reduce the area that would be potentially available for your purposes. It would seem that you would need to weigh the impact of the easement expansion and determine if this property would still be valuable to you for your purposes. If so I believe we would proceed with a modified proposal. If not, I believe we would need to reconvene to explore alternatives. Michele and I are available to meet by phone and could talk around 11am tomorrow if that worked for you.

*Marcus A. Mueller*

*Land Management Officer  
Kenai Peninsula Borough  
907.714.2204  
[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)*

<KBeach MP12 Evaluation Summary.pdf>

**From:** Mueller, Marcus  
**To:** "Paula Keohane"  
**Subject:** Evaluation Scope  
**Date:** Tuesday, January 13, 2015 3:06:58 PM  
**Attachments:** Mile 12 Drainage Evaluation Scope.doc

---

Paula,

Attached is the evaluation scope document that goes along with the report that I just sent.

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*mmueller@borough.kenai.ak.us*

## **Evaluation of Area Needed for the Planning, Construction, and Maintenance of a Drainage Outlet at Mile 12.1 K-Beach Road**

**Purpose:** The purpose of this study is to assist with planning for a potential drainage outlet serving to carry water from the East Side of K-Beach Road to the Cook Inlet. The primary purpose of this study is to measure the dimensions necessary for a drainage easement on a parcel of borough owned land.

**Parameter to Measure:** The estimated dimensions necessary for a drainage easement located between K-Beach Road Right-of-Way and the Cook Inlet within the N ½ Government Lot (GLO) 13 Section 30, T5N, R11W, S.M..

**Outlet Extent:** Commencing at the East ditchline of K-Beach Road at Mile 12.1, westerly, through the highway prism to the westerly ROW boundary, continuing through the southern portion of the N1/2 GLO 13 to tidewater of the Cook Inlet.

**Existing Data:** Study should rely on existing data including LiDAR Digital Elevation Model, Assessors Tax Parcel Boundary, and DOT As-built Drawings. Data can be provided by KPB upon request. Borehole data found through WELTS generally indicates silty sand throughout the top 25' in the area. Any additional data deemed necessary to achieve the purpose of this study is the responsibility of the consultant.

**Assumed Control Elevations:** For the purpose of this scope, using LiDAR DEM:

- the elevation of the East ditchline of K-Beach Road is assumed to be 38'+/- (2-feet lower than the 2012 LiDAR data).
- the elevation of the crown of K-Beach Road is assumed to be 48'+/-
- the elevation at the East Boundary of the N1/2 of GLO 13, common with the West ROW boundary, is assumed to be 44'+/-
- the elevation along the south property line of the N1/2 GLO 13 is assumed to be generally 44'+/-
- the elevation of the MHWL of the Cook Inlet is assumed to be 18'+/-

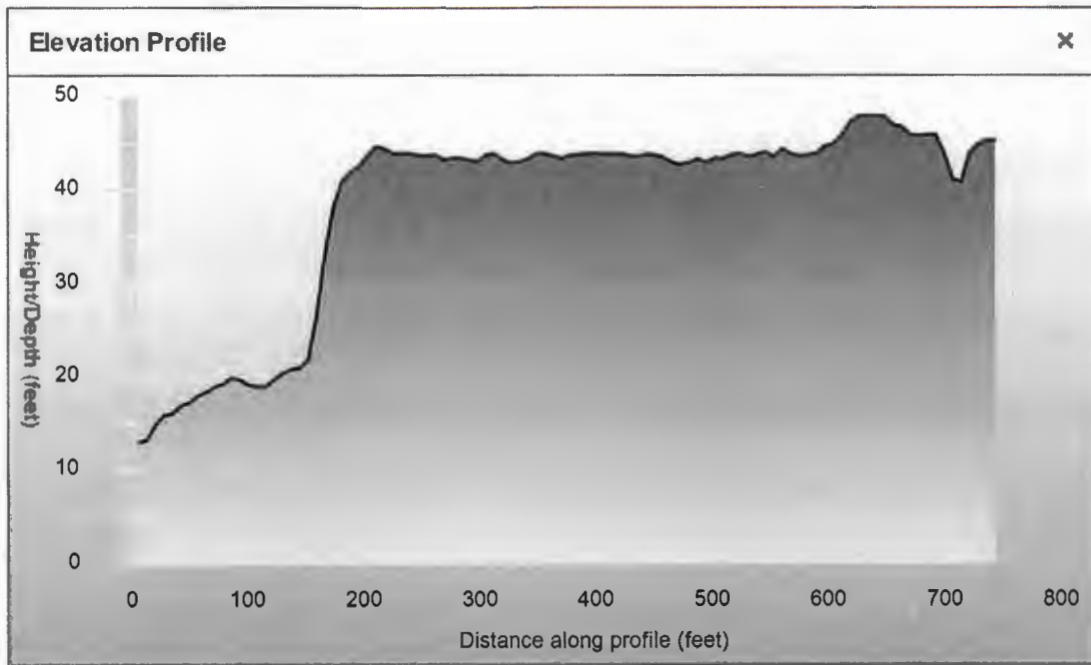
**Assumed Design Capacity:** A 6-foot Diameter Culvert at K-Beach Road can be assumed for these purposes. In consultation with appropriate agencies (KPB, DOT, DNR) the design capacity may be further estimated.

**Assumed Life of Improvement:** 20 years+

**Special Design Considerations:** System stability is a high priority. Outlet at tidewater is exposed to fluctuating tide, currents, beach deposition and/or erosion, and ice. Minimize interruption of highway traffic. System may interface wet or saturated sands or fluctuating groundwater levels.



Deliverables: This is a limited scope evaluation for the purpose of determining an appropriate area needed to provide for future planning and implementation. The deliverable should be a brief summary report describing the evaluation approach and schematic illustrating probable design elements with major dimensions. Ingress and staging for construction and maintenance should be included in the schematic footprint.



---

**From:** Mueller, Marcus  
**Sent:** Tuesday, January 13, 2015 3:05 PM  
**To:** 'Paula Keohane'  
**Cc:** Aranguiz, Michele; Best, Max  
**Subject:** Evaluation Report and Discussion  
**Attachments:** KBeach MP12 Evaluation Summary.pdf

Paula,

During the borough's public process for the proposed exchange a question arose regarding the needs of the borough on the Mile 12.1 parcel for future drainage improvements. To assess the question we sought the assistance of the borough's capital projects division. Attached is the report that was prepared as a result. I will separately send you (due to file size) a copy of the evaluation scope which will help in understanding the content of the report itself.

The report concludes that the basic easement proposed was good but that additional easements would be important for the borough to additionally retain. The first would be a construction easement that would allow for the entire south 100-feet to be used during construction activities. The second would be for vegetation protection along the coastal bluff, approximately 50 feet setback.

By adding the construction easement and vegetation protection easement it would reduce the area that would be potentially available for your purposes. It would seem that you would need to weigh the impact of the easement expansion and determine if this property would still be valuable to you for your purposes. If so I believe we would proceed with a modified proposal. If not, I believe we would need to reconvene to explore alternatives. Michele and I are available to meet by phone and could talk around 11am tomorrow if that worked for you.

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)



## **KENAI PENINSULA BOROUGH**

### *Capital Projects Department*

47140 East Poppy Lane • Soldotna, Alaska 99669

Toll-free within the Borough: 1-800-478-4441

PHONE: (907) 262-9657 • FAX: (907) 262-6090

[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE  
BOROUGH MAYOR**

Marcus A. Mueller  
Land Management Officer  
Kenai Peninsula Borough

Date: January 12, 2015

RE: **Summary Evaluation**

Project: K-Beach Rd Mile 12 Drainage

Parcel ID: 05536019 Approximately 1.84 acres

Attachments: Site Plan referencing necessary temporary and permanent easements  
Schematic detailing likely pipe profiles and manhole locations

Upon review of the existing site conditions and information provided by the land manager of recent work of another culvert repair near MP 11, the following assumptions have been made. A 6' diameter CMP (corrugated metal pipe) can be installed by open cutting through K Beach Rd., pending required approvals by ADOT. Anticipated trench would be approximately 15' in depth through the roadway and would require removing an area of asphalt approximately 40' wide across the roadway. Alternative methods other than open cutting are possible, however would likely add tremendous cost to the project.

A temporary construction easement extending 100' in width from the southern property line is needed for staging of material and equipment as outlined on the attached site plan. Considerations for preserving vegetation along the bluff must also be made, to minimize future impacts of erosion, and destabilization of the bluff towards home site to the north. Construction would proceed open trench from manhole to manhole, with the outfall being bored from the beach uphill towards manhole. The spoils from the open trenching could be used to fill the canyon area where several ditches have eroded in from the roadway to the bluff. This would also minimize material that would otherwise have to be hauled off site, conserving costs while leveling and stabilizing a large area of the site. A drive access to reach both manholes should also be implemented.

The manhole closest to roadway would be open grate and would require periodic inspections to ensure the area is free of debris. The manhole towards the bluff would be closed grate and would require less frequent inspections. The outfall would likely be smaller diameter piping, probably twin 30-36" pipes. Permanent easements as shown, 60' wide at eastern side and 115' at beach will be sufficient.

I can be reached by phone or email to answer any further questions you may have.

Regards,

**Scott Curtin, Project Manager**

*Kenai Peninsula Borough*

*Capital Projects Department*

*(907) 262-2032 Office*

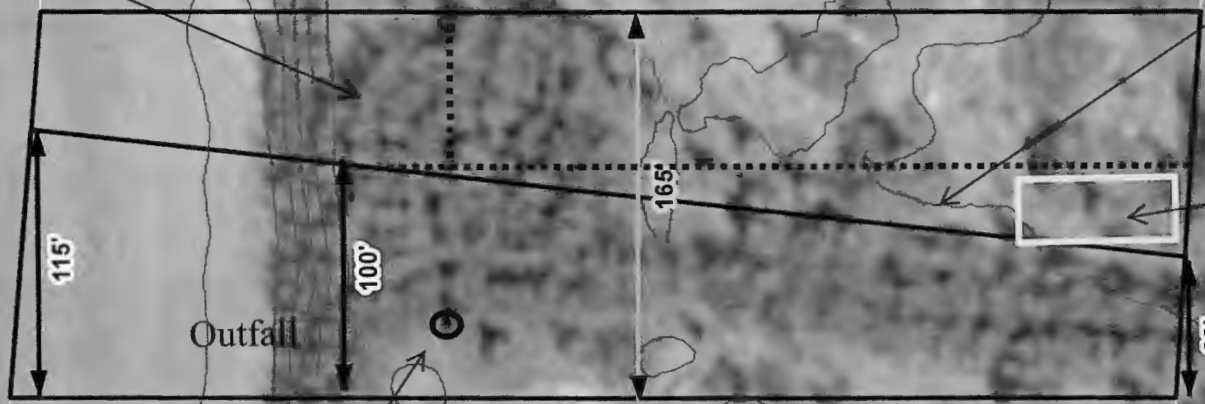
*(907) 740-8103 Cell*

*[scurtin@kpb.us](mailto:scurtin@kpb.us)*



Will need to consider some type of vegetation easement restriction to control / minimize erosion of bluff

Temporary Construction Easement to 100' Wide

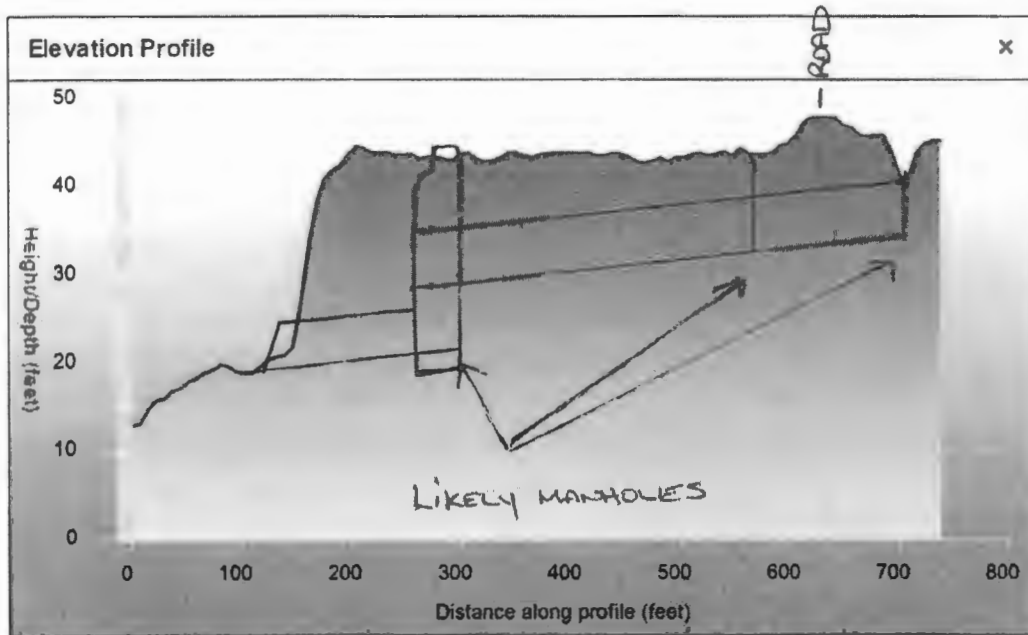


Construction Staging Area

Likely Manhole Locations

Open Cut of Roadway Approx. 40' Wide

Deliverables: This is a limited scope evaluation for the purpose of determining an appropriate area needed to provide for future planning and implementation. The deliverable should be a brief summary report describing the evaluation approach and schematic illustrating probable design elements with major dimensions. Ingress and staging for construction and maintenance should be included in the schematic footprint.



**From:** [Mueller, Marcus](#)  
**To:** ["Paula Keohane"](#)  
**Cc:** [Aranguiz, Michele](#)  
**Subject:** RE: Keohane drainage exchange  
**Date:** Wednesday, November 26, 2014 10:46:00 AM  
**Attachments:** [LaydownMemo.pdf](#)

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Paula,

Attached is a memo that went to the Assembly yesterday. The Assembly postponed the ordinance until Jan 20 on this request which will allow the borough to verify that the drainage easement proposed on the borough property is sufficient on the long-term. It was felt that this was the most responsible action to ensure that the public interests are being accurately represented in the proposal. I will try giving you a call before the holiday.

Bill and I had a great conversation on site. As you can imagine he is very much in tune with the area. I did leave him with a map of another property in the area in the event that alternatives need to be explored. My sense is that the preference at this time is to continue with the proposal, so long as the we can verify through a consultant that the original design meets the intent of adequate room for future drainage improvements.

Regards

Marcus A. Mueller  
Land Management Officer  
Kenai Peninsula Borough  
907.714.2204  
[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)

-----Original Message-----

From: Paula Keohane [<mailto:pkeohane@frontier.com>]  
Sent: Thursday, November 20, 2014 7:26 AM  
To: Mueller, Marcus  
Subject: Keohane drainage exchange

Marcus, I talked to my brother Bill re visiting with you onsite prior to assembly meeting Tues. He said he could meet with you on Monday at 1. He goes home for lunch so will be just down K-Bch. I reviewed the issues from your phone call with him and he knows that we aren't trying to get engineering recommendations, just visit about likely scenarios, and if the drainage easement would likely suffice. Call him at his office, Nelson Engineering to confirm Monday visit.

Paula

Sent from my iPhone



## KENAI PENINSULA BOROUGH

Planning Department • Land Management Division  
144 North Binkley Street • Soldotna, Alaska 99669-7520  
**PHONE:** (907) 714-2200 • **FAX:** (907) 714-2378  
Toll-free within the Borough: 1-800-478-4441, Ext. 2200  
[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE**  
BOROUGH MAYOR

### MEMORANDUM

**TO:** Dale Bagley, Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Mike Navarre, Borough Mayor *P.A. M.N.*  
Scott Walden, Office of Emergency Management Director *SW*  
Pat Malone, Road Service Area Director *PM*  
Max Best, Planning Director *MB*

**FROM:** Marcus A. Mueller, Land Management Officer *ma*

**DATE:** November 25, 2014

**SUBJECT:** Postponement Request: Ordinance 2014-32 Authorizing an Exchange with Paula and Timothy Keohane of a 4.3 Acre Drainage Easement At Karluk Avenue for a 1.84 Acre Parcel at Mile 12.1 K-Beach Road which Shall be Subject to the Reservation of a 0.9 acre Drainage Outlet Easement

Ordinance 2014-32 proposes a land exchange involving a 1.84 acre parcel of borough land that is classified as "government". The "government" classification is to serve a water drainage function as an outlet location for area waters to the Cook Inlet. The parcel contains a drainage swale and outlet pipe that provides surface drainage for an area along K-Beach Road. The exchange proposed would reserve an area that includes the existing drainage and room to develop more substantial drainage improvements.

Through the public process, the question has been asked: "how much land is needed for constructing a proper outlet?" At this time no drainage improvements are designed making it difficult to ascertain exactly how much area might be necessary for a future drainage improvement project. The administration however believes that the question deserves a fair response, as the intent of this exchange is to provide added benefit to drainage assets available to serve public infrastructure, and not inadvertently limit those assets.

We respectfully request the assembly consider postponing Ordinance 2014-32 until the meeting of **January 20, 2015**. During this time the administration would intend to conduct a review of dimensions needed for potential drainage improvements and explore alternatives if necessary.

**From:** Mueller, Marcus  
**To:** "Paula Keohane"  
**Subject:** RE: Keohane drainage exchange.  
**Date:** Thursday, November 20, 2014 7:47:36 AM

---

Paula,

I will give him a call. Thanks

Marcus

-----Original Message-----

From: Paula Keohane [<mailto:pkeohane@frontier.com>]  
Sent: Thursday, November 20, 2014 7:26 AM  
To: Mueller, Marcus  
Subject: Keohane drainage exchange

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Paula

Sent from my iPhone



**From:** [Paula Keohane](#)  
**To:** [Mueller, Marcus](#)  
**Subject:** Re: Draft Documents  
**Date:** Monday, September 29, 2014 11:38:37 AM

---

Marcus,

Tim and I are in agreement with these documents. I assume you will include this in packet for next assembly meeting. Let me know if it would be valuable for me to come up for that meeting. My brother, Bill and sister Gypsy expect to attend meeting and can speak for me if needed. I appreciate your competence in getting this done. The improvements the Borough made to the roads in the area, including the culverts and ditches seem to be working. Keep me posted.

Paula

On Sep 29, 2014, at 10:35 AM, Mueller, Marcus <[MMueller@kpb.us](mailto:MMueller@kpb.us)> wrote:

Paula,

Attached are the revised drafts for you to review. Please let me know if you have any questions or comments.

A couple of other follow-ups:

Names have been updated to reflect ownership by yourself and Timothy.

The drawing is referenced for inclusion with easement.

Our legal department has drafted hold harmless language for both documents.

The survey reference 2014xxxxx in the quitclaim deed is a placeholder for a map or other description delineating the precise easement area.

As to easement valuations; I spoke with the borough assessor. Mr. Anderson indicated that the easements may reduce the overall value of the land. Easement improvements would likely be considered in the same way as improvements made by public utilities within their easements. For example power poles and junction boxes are assigned to the utility, not the property owner.

Regards

Marcus

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)*

---

**From:** Paula Keohane [<mailto:pkeohane@frontier.com>]  
**Sent:** Tuesday, September 02, 2014 3:26 PM  
**To:** Mueller, Marcus  
**Subject:** Re: Draft Documents

Marcus,  
just got back from camping trip and reviewed these draft documents. My preliminary comments:

Tract 1 of Kingswood Estates Sub belongs to: Timothy J Keohane and Paula S Keohane. As reflected in our 2014 Tax Bill. Address of this tract also identified as: 51402 Equestrian Ave.

I would like to see reference to the drawing I provided, not as a restriction but as a design consideration that acknowledges the aesthetic and wildlife value of any development that occurs to accommodate the primary objective of drainage.

Perhaps your legal department is going to add the liability considerations, but I need to see a hold harmless agreement to protect us from any 3rd party complaints or actions brought against us as a result of any of the Borough's development or activities on either of the parcels.

I am assuming that the survey you reference as 2014xxxx reflects the preliminary drawings you provided me when we visited the two parcels. And is yet to be done.

I'm not clear how the easements will affect the assessed valuations. If improvements are made that benefit the Borough but increase assessed value, who pays the taxes?

We will be home and available via phone or email to help this project stay on track. Thanks for your prompt action in getting these draft documents together.

Regards,  
Paula  
360 969 2578

On Aug 29, 2014, at 3:08 PM, Mueller, Marcus <[MMueller@kpb.us](mailto:MMueller@kpb.us)> wrote:

Paula,

Attached are two draft documents for you to review. I am also working on putting together an exchange agreement that would point to these two documents as constituting the exchange, as well as an assembly ordinance to get approval.

At this point I was hoping that you could look these two key documents over before I send them down for review by our legal team. I will be in the office next week if you

would like to go over these.

Regards  
Marcus

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*mmueller@borough.kenai.ak.us*

<Drainage Easement Draft.doc><QCD reserved drainage DRAFT.doc>

<Keohane drainage easement.doc><Keohane QCD reserved drainage  
.doc><Karluk Basin Keohane Intent.pdf><KeohaneExchange Map.pdf>

**From:** [Mueller, Marcus](#)  
**To:** ["Paula Keohane"](#)  
**Cc:** [Aranguiz, Michele](#)  
**Subject:** RE: Draft Documents  
**Date:** Monday, September 29, 2014 9:35:57 AM  
**Attachments:** [Keohane drainage easement.doc](#)  
[Keohane OCD reserved drainage .doc](#)  
[Karluk Basin Keohane Intent.pdf](#)  
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Regards  
Marcus

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*mmueller@borough.kenai.ak.us*

---

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**To:** Mueller, Marcus  
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Marcus

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*

[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)

<Drainage Easement Draft.doc><QCD reserved drainage DRAFT.doc>

## DRAINAGE EASEMENT

**PARTIES:** Paula N. Keohane and Timothy J. Keohane, whose address is PO Box 1411, Coupeville, WA 98239, hereinafter called GRANTORS, hereby grant to the Kenai Peninsula Borough, a Municipal Corporation, whose address is 144 N. Binkley Street, Soldotna, Alaska 99669, hereinafter called GRANTEE, for ten dollars and other good and valuable consideration, receipt of and sufficiency of which is hereby acknowledged the following described easement subject to the terms and conditions set forth herein.

**TERM:** This Easement is granted in perpetuity to GRANTEE, its successors, assigns, licensees, and permittees, FOREVER.

**PURPOSE:** This easement is for the purpose of storm water collection and drainage located within the following described parcel, to wit:

**LEGAL DESCRIPTION:**

Tract One (1) Kingswood Estates Subdivision, Plat KN 76-22, Kenai Recording District, within Section 30, Township 5 North, Range 11 West, Seward Meridian, Alaska in the Kenai Recording District, Third Judicial District, State of Alaska.

The land constituting the easement is within the above-described land and is more particularly described as follows:

The north 627 feet of said Tract 1

**TERMS AND CONDITIONS:** The GRANTORS and GRANTEE agree that the use of the easement for storm water collection and drainage shall be construed broadly to include but not limit the GRANTEE'S right to manage the land to optimize water collection and drainage functions through excavation, re-contouring, installation of drains, pipes, pumps and filters, construction of related facilities, maintenance, operation and repair of the same, in, under, and across the premises as may from time to time be necessary or desirable for the use and enjoyment of this drainage easement, including the right to excavate, remove soils, or place fill on said premises, and the right to cut and clear all trees, shrubbery, and undergrowth, to landscape the area, enjoy, use, and to remove any obstructions within the easement as may be reasonably required for the construction, reconstruction, relocation, installation, operation, and maintenance of such drainage uses.

In order to maintain the character of the land GRANTEE shall minimize disturbance of a 30-foot-wide treed buffer along the perimeter and within the easement, shall not create slopes in excess of 12.5% (8:1), shall preserve an existing island feature, and shall utilize natural or forage quality vegetation for ground cover as a preferred best management practice where practicable in

order to support use for livestock pastures, fencing, crop cultivation, and hay harvest and to preserve aesthetic and wildlife values as long as such uses do not conflict with GRANTEE'S primary use of the easement area for drainage purposes. (Exhibit A, attached hereto and incorporated by reference illustrates GRANTEE'S intent.)

GRANTORS agree that no improvements may be constructed or installed on the above-described easements by or for GRANTORS or their successors, assigns, licensees, and permittees, without the written permission of GRANTEES.

GRANTORS covenant that they will not interfere with the lateral support of the easement and will not excavate or fill in any portion of the above-described easement without written approval of GRANTEE.

RESERVATIONS: GRANTORS reserve other uses within the easement which are compatible with and shall not conflict with managing the land for water collection and drainage purposes, including maintenance of a 30-foot treed buffer for screening and aesthetic purposes along the easement perimeter, livestock pasturing and fencing, harvesting of hay, and cultivating crops.

HOLD HARMLESS: To the extent allowed by law and subject to assembly appropriation, the GRANTEE shall indemnify, hold harmless, and defend the GRANTORS from and against any claims of, or liability for, any wrongful or negligent act, error, or omission of the GRANTEE or any subcontractor with regards to GRANTEE'S use of this easement. The GRANTEE shall not be required to defend or indemnify the GRANTORS for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the GRANTORS. If there is a claim of, or liability for, the joint negligence of GRANTEE and the independent negligence of GRANTORS, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "GRANTEE" and "GRANTORS" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each.

GRANTORS:

\_\_\_\_\_  
Paula Keohane

\_\_\_\_\_  
Date

\_\_\_\_\_  
Timothy J. Keohane

\_\_\_\_\_  
Date





GRANTORS' NOTARY ACKNOWLEDGMENT  
NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON            )  
  )ss.  
\_\_\_\_\_ COUNTY                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Paula N. Keohane.

\_\_\_\_\_  
Notary Public in and for Washington  
My commission expires: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON            )  
  )ss.  
\_\_\_\_\_ COUNTY                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Timothy J. Keohane.

\_\_\_\_\_  
Notary Public in and for Washington  
My commission expires: \_\_\_\_\_

Return To:  
Kenai Peninsula Borough  
144 N. Binkley St  
Soldotna, AK 99669

## QUITCLAIM DEED WITH RESERVATION OF DRAINAGE EASEMENT

The Grantor, KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669, for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Assembly Ordinance 2014-\_\_ enacted November \_\_, 2014, conveys and quitclaims unto the Grantees, Paula N. Keohane and Timothy J. Keohane whose address of record is P.O. Box 1411, Coupeville, Washington, 98239, all interest it has, if any, in the following described real property:

North One-half Government Lot 13 Section 30 Township 5 North, Range 11 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto, and

SUBJECT TO any taxes and assessments, exceptions, reservations, restrictions, conditions, covenants, easements, rights-of-way, encroachments either of record or ascertainable by physical inspection.

FURTHER SUBJECT TO a drainage easement reserved herein by Grantor for use by the Kenai Peninsula Borough, the State of Alaska, or other governmental entity having jurisdiction to manage drainage of area waters. The easement area is described more particularly by Record of Survey recorded as 2014-xxxxxxx Kenai Recording District. Said easement is for the construction, maintenance, and operation of drainage improvements on, over, under, through and across the easement area including but not limited to the right to clear, excavate, fill, ditch, embank, reinforce, armor; install structures, pipes, valves, outlets, outfalls, gauges and other improvements; receive, manage, and discharge waters; and to make such uses that may be necessary and convenient for drainage purposes with quiet enjoyment thereof. Grantee may make ancillary uses of the easement area which do not conflict with Grantor's reserved rights and particularly provided that Grantee's uses do not impede drainage functions, operations, or maintenance and are removable from the easement area by Grantee within a two week notice period for which Grantor shall have no duty to compensate for the loss, damage, or inconvenience thereof resulting from Grantor's exercise of its reserved rights.

To the extent allowed by law and subject to assembly appropriation, the GRANTOR shall indemnify, hold harmless, and defend the GRANTEEES from and against any claims of, or liability for, any wrongful or negligent act, error, or omission of the GRANTOR or any subcontractor for GRANTOR'S use of the drainage easement vested by this deed. The GRANTORS shall not be required to defend or indemnify the GRANTEEES for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the GRANTEE. If there is a claim of, or liability for, the joint negligence of GRANTOR and the independent negligence of GRANTEEES, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "GRANTEEES" and "GRANTOR" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each.

FURTHER SUBJECT TO a public access easement in accordance with A.S. 38.05.127 along the mean high water line (MHWL) of the Cook Inlet extending 50 feet upland of the MHWL which may be secondarily accessed along the south 50 feet of the reserved drainage easement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

KENAI PENINSULA BOROUGH:

\_\_\_\_\_  
Mike Navarre, Mayor

Dated: \_\_\_\_\_



NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON )

\_\_\_\_\_ )ss.  
COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Paula N. Keohane.

\_\_\_\_\_  
Notary Public in and for Washington

My commission expires: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON )

\_\_\_\_\_ )ss.  
COUNTY )

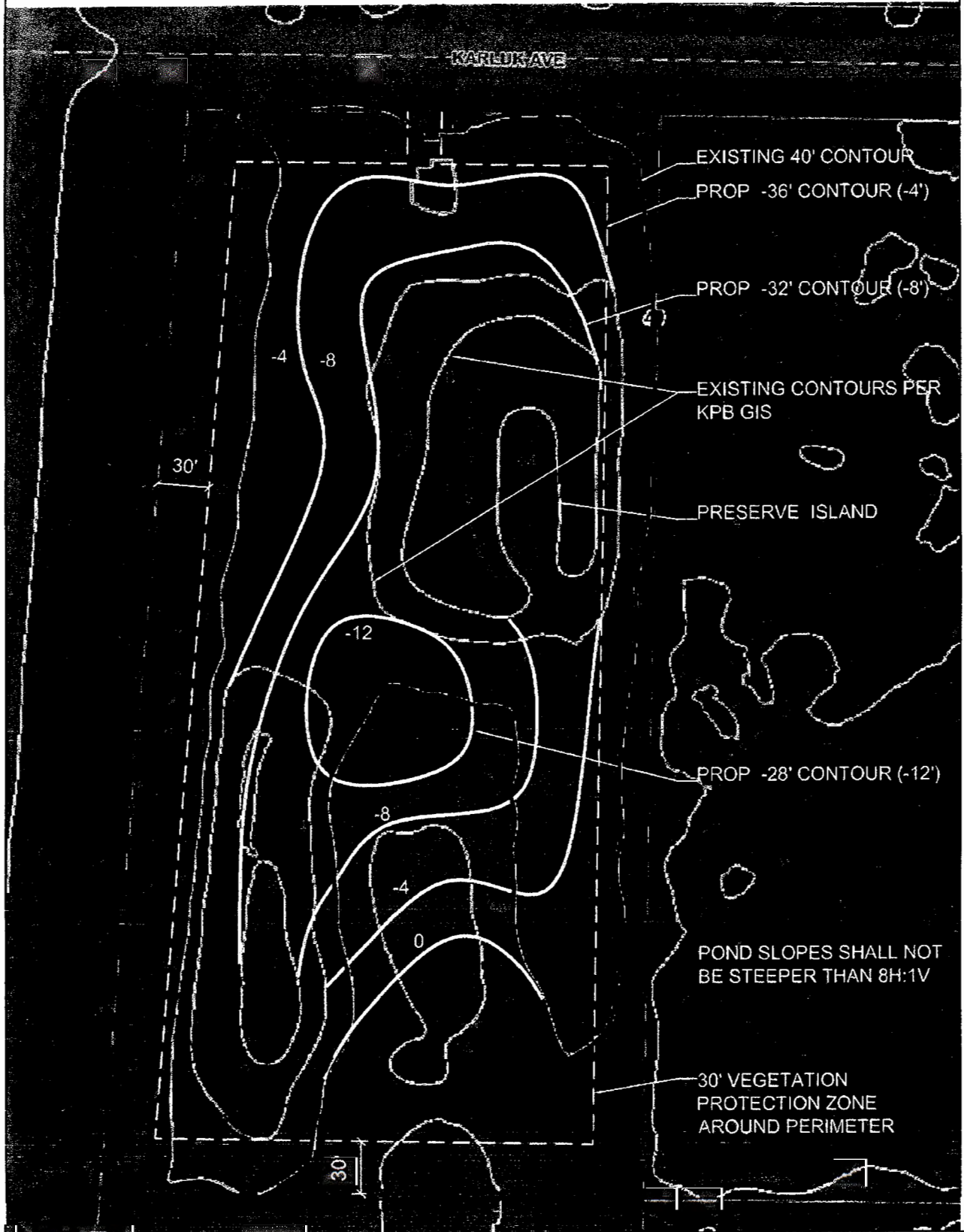
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Timothy J. Keohane.

\_\_\_\_\_  
Notary Public in and for Washington

My commission expires: \_\_\_\_\_

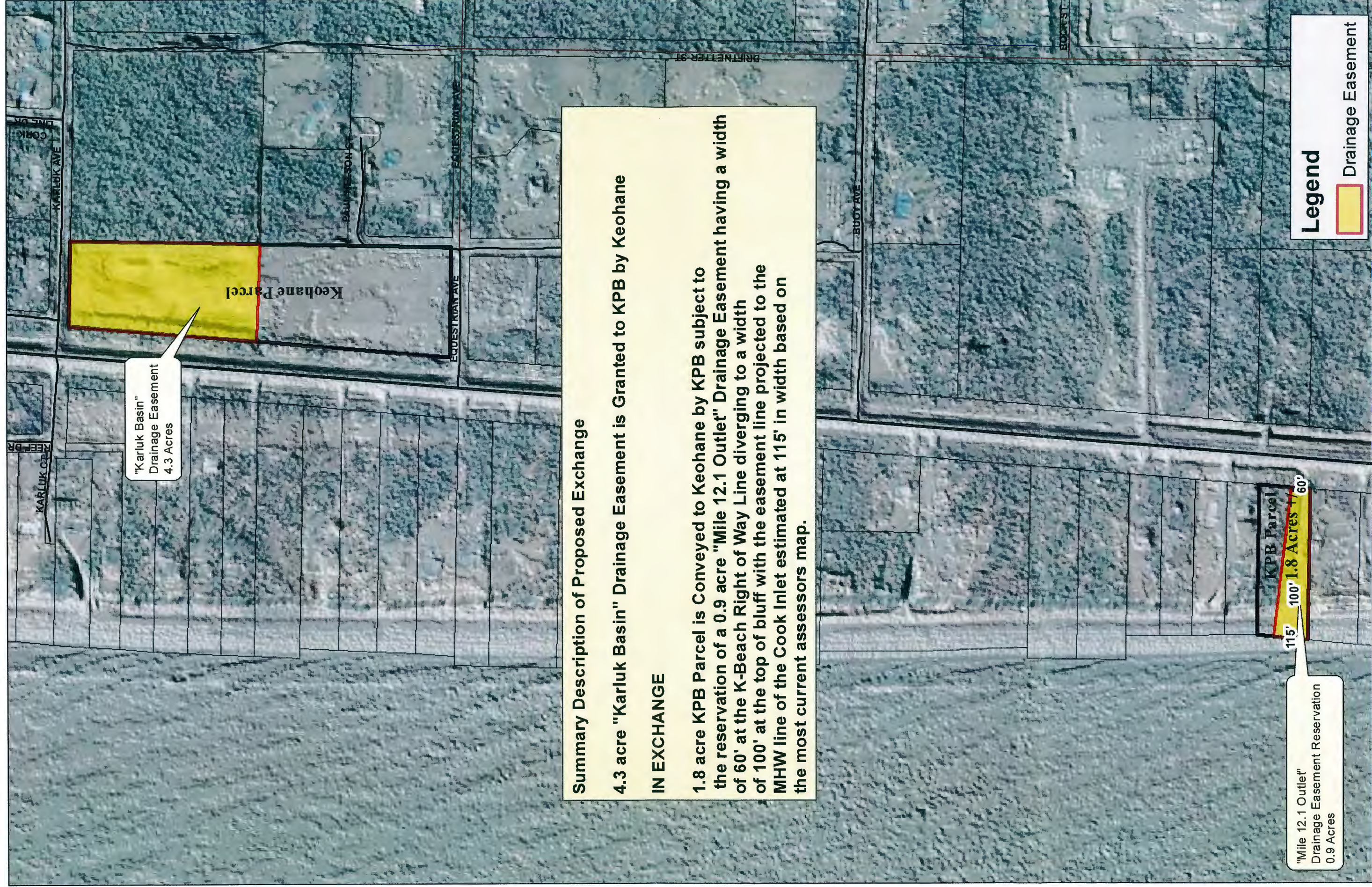
Please return to: GRANTEES  
Paula & Timothy Keohane  
PO Box 1411  
Coupeville, WA 98239

EXHIBIT A  
KINGSWOOD ESTATES TRACT 1-DRAINAGE POND  
07-18-2014





# KPB/ Keohane Easement and Parcel Exchange Proposed





**From:** Mueller, Marcus  
**To:** "Paula Keohane"  
**Cc:** Aranquiz, Michele  
**Subject:** Easement Exchange  
**Date:** Tuesday, September 23, 2014 4:03:26 PM

---

Paula,

I am now back from some time off. Our legal department has the draft documents and is reviewing them this week. I will send you those updated drafts as soon as I get them back. I am hoping to have the package to the Assembly October 14<sup>th</sup> so that it can be approved on the November 25<sup>th</sup> Assembly public hearing. My deadline to make that schedule is to have everything ready to go by next Monday.

I understand that it rained quite a bit on the peninsula while I was in the interior and that water levels came up on your property. Both the borough land management division and the borough roads department are monitoring the water levels in the area. Let me know if you have any concerns at this time.

Regards  
Marcus

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*mmueller@borough.kenai.ak.us*

**From:** Mueller, Marcus  
**To:** "Paula Keohane"  
**Subject:** RE: Draft Documents  
**Date:** Tuesday, September 09, 2014 5:00:24 PM

---

Paula,

I'm just checking in as I hoped to have reworked the drafts by now, but have not been able yet. I am hoping to do so before I leave for a week in the woods. You should either get those updates from me by Thursday or alternately it would be when I get back. I just wanted to let you know that I have not forgotten and it remains a priority.

Thank you  
Marcus

---

**From:** Paula Keohane [mailto:pkeohane@frontier.com]  
**Sent:** Tuesday, September 02, 2014 3:26 PM  
**To:** Mueller, Marcus  
**Subject:** Re: Draft Documents

Marcus,  
just got back from camping trip and reviewed these draft documents. My preliminary comments:

Tract 1 of Kingswood Estates Sub belongs to: Timothy J Keohane and Paula S Keohane. As reflected in our 2014 Tax Bill. Address of this tract also identified as: 51402 Equestrian Ave.

I would like to see reference to the drawing I provided, not as a restriction but as a design consideration that acknowledges the aesthetic and wildlife value of any development that occurs to accommodate the primary objective of drainage.

Perhaps your legal department is going to add the liability considerations, but I need to see a hold harmless agreement to protect us from any 3rd party complaints or actions brought against us as a result of any of the Borough's development or activities on either of the parcels.

I am assuming that the survey you reference as 2014xxxx reflects the preliminary drawings you provided me when we visited the two parcels. And is yet to be done.

I'm not clear how the easements will affect the assessed valuations. If improvements are made that benefit the Borough but increase assessed value, who pays the taxes?

We will be home and available via phone or email to help this project stay on track. Thanks for your prompt action in getting these draft documents together.

Regards,  
Paula  
360 969 2578

On Aug 29, 2014, at 3:08 PM, Mueller, Marcus <[MMueller@kpb.us](mailto:MMueller@kpb.us)> wrote:

Paula,

Attached are two draft documents for you to review. I am also working on putting together an exchange agreement that would point to these two documents as constituting the exchange, as well as an assembly ordinance to get approval.

At this point I was hoping that you could look these two key documents over before I send them down for review by our legal team. I will be in the office next week if you would like to go over these.

Regards  
Marcus

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)*

<Drainage Easement Draft.doc><QCD reserved drainage DRAFT.doc>

**From:** [Mueller, Marcus](#)  
**To:** ["Paula Keohane"](#)  
**Cc:** [Mueller, Marcus](#)  
**Subject:** RE: Draft Documents  
**Date:** Tuesday, September 02, 2014 3:31:31 PM

---

Paula,

Thanks for these points. I will get back to you with later in the week with revisions and more information.

Regards

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*mmueller@borough.kenai.ak.us*

---

**From:** Paula Keohane [mailto:[pkeohane@frontier.com](mailto:pkeohane@frontier.com)]  
**Sent:** Tuesday, September 02, 2014 3:26 PM  
**To:** Mueller, Marcus  
**Subject:** Re: Draft Documents

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Marcus

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*Kenai Peninsula Borough*  
*907.714.2204*  
*[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)*

<Drainage Easement Draft.doc><QCD reserved drainage DRAFT.doc>

**From:** [Mueller, Marcus](#)  
**To:** ["Paula Keohane"](#)  
**Cc:** [Aranquiz, Michele](#)  
**Subject:** Draft Documents  
**Date:** Friday, August 29, 2014 2:08:24 PM  
**Attachments:** [Drainage Easement Draft.doc](#)  
[QCD reserved drainage DRAFT.doc](#)

---

Paula,

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Regards  
Marcus

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)*

## DRAINAGE EASEMENT

This easement is granted by Paula S. Keohane, whose address is PO Box 1411, Coupeville, WA 98239, hereinafter called GRANTOR, to the Kenai Peninsula Borough, a Municipal Corporation, whose address is 144 N. Binkley Street, Soldotna, Alaska 99669, hereinafter called GRANTEE, for ten dollars and other good and valuable consideration, receipt of and sufficiency of which is hereby acknowledged.

This easement, which touches and concerns the land and is for the benefit of the Dominant Estate, and shall run with the land, is granted to the Grantee for the purpose of storm water collection and drainage over and across the following described land owned by Grantor within the Homer Recording District, Third Judicial District, State of Alaska, to wit:

Tract 1 Kingswood Estates Subdivision, Plat KN 76-22, Kenai Recording District, within Section 30, Township 5 North, Range 11 West, Seward Meridian, Alaska (Grantor's Property)

The land constituting the easement is within the above-described land and is more particularly described as follows:

The north 627 feet of said Tract 1.

The Grantor and Grantee agree that the use of the easement for storm water collection and drainage shall be construed broadly including but not limited to the right to manage the land to optimize water collection and drainage functions through excavation, re-contouring, installation of drains, pipes, pumps and filters, construction of related facilities, maintenance, operation and repair of the same, in, under, and across the premises as may from time to time be necessary or desirable for the use and enjoyment of this drainage easement, including the right to excavate, remove soils, or place fill on said premises, and the right to cut and keep clear of all trees, shrubbery, and undergrowth, to landscape the area, enjoy, and use, and to remove any obstructions on said property as may be reasonably required for the construction, reconstruction, relocation, installation, operation, and maintenance of such drainage uses. To maintain the character of the land and its utility for compatible uses described below, Grantee, in its use shall maintain a 30-foot-wide treed buffer along the perimeter of the easement, shall primarily not create slopes in excess of 12.5% (8:1), and shall preserve an existing island feature, and shall utilize natural or forage quality vegetation for ground cover as a preferred best management practice where practicable.

Grantor reserves other uses within the easement which are compatible with managing the land for water collection and drainage purposes, including maintenance of a 30-foot treed

buffer for screening and aesthetic purposes along the easement perimeter, livestock pasturing and fencing, harvesting of hay, and cultivating crops.

To have and to hold the same to Grantee, its successors, assigns, licensees, and permittees, FOREVER.

Grantor agrees that no improvements may be constructed or installed on the above-described easements by or for Grantor or its successors, assigns, licensees, and permittees, without the written permission of Grantee, or its successors, assigns, licensees, or permittees, as the case may be.

Grantor covenants that it will not interfere with the lateral support of the easement and will not excavate or fill in any portion of the above-described easement without written approval of Grantee.

GRANTOR:

\_\_\_\_\_  
Paula Keohane

\_\_\_\_\_  
Date

GRANTEE:

\_\_\_\_\_  
KENAI PENINSULA BOROUGH

\_\_\_\_\_  
Mike Navarre, Mayor

ATTEST:

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Johni Blankenship, Borough Clerk

\_\_\_\_\_  
Assistant Borough Attorney



MAYOR'S (GRANTEE) NOTARY ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

GRANTOR'S NOTARY ACKNOWLEDGMENT

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by Paula Keohane.

\_\_\_\_\_  
Notary Public in and for Washington  
My commission expires: \_\_\_\_\_

Return To:  
Kenai Peninsula Borough  
144 N. Binkley St  
Soldotna, AK 99669

## QUITCLAIM DEED WITH RESERVATION OF DRAINAGE EASEMENT

The GRANTOR, KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669, for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Assembly Ordinance 2014-\_\_ enacted October \_\_, 2014, conveys and quitclaims unto the GRANTEE, Paula Keohane whose address of record is P.O. Box 1411, Coupeville, Washington, 98239, all interest it has, if any, in the following described real property:

North One-half Government Lot 13 Section 30 Township 5 North, Range 11 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto, and

SUBJECT TO any taxes and assessments, exceptions, reservations, restrictions, conditions, covenants, easements, rights-of-way, encroachments either of record or ascertainable by physical inspection.

FURTHER SUBJECT TO a drainage easement reserved herein by Grantor for use by the Kenai Peninsula Borough, the State of Alaska, or other such entity having jurisdiction to manage drainage of area waters. The easement area is described more particularly by Record of Survey recorded as 2014-xxxxxxx Kenai Recording District. Said easement is for the construction, maintenance, and operation of drainage improvements on, over, under, through and across the easement area including but not limited to the right to clear, excavate, fill, ditch, embank, reinforce, armor; install structures, pipes, valves, outlets, outfalls, gauges and other improvements; receive, manage, and discharge waters; and to make such uses that may be necessary and convenient for drainage purposes with quiet enjoyment thereof. Grantee may make ancillary uses of the easement area which are not incompatible with Grantor's reserved rights and particularly provided that such uses do not impede drainage functions, operations, or maintenance and are removeable from the easement area by Grantee within a two week notice period such as a shed on skids or are sacrificial such as lawn or garden, for which Grantor shall have no duty to compensate for the loss, damage, or inconvenience thereof resulting from Grantor's exercise of its reserved rights.

FURTHER SUBJECT TO a public access easement in accordance with A.S. 38.05.127 along the mean high water line (MHWL) of the Cook Inlet extending 50 feet upland of the MHWL which may be secondarily accessed along the south 50 feet of the reserved drainage easement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

KENAI PENINSULA BOROUGH:

\_\_\_\_\_  
Mike Navarre, Mayor

Dated: \_\_\_\_\_

DRAFT

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Johni Blankenship,  
Borough Clerk

\_\_\_\_\_  
Holly B. Montague,  
Deputy Borough Attorney

ACCEPTANCE:

\_\_\_\_\_  
Paula Keohane

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)  
)ss  
)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska

My commission expires: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON     )  
  )ss.  
\_\_\_\_\_ COUNTY         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Paula Keohane.

\_\_\_\_\_  
Notary Public in and for Washington

My commission expires: \_\_\_\_\_

Please return to: GRANTEE  
Paula Keohane  
PO Box 1411  
Coupeville, WA 98239

**From:** [Paula Keohane](#)  
**To:** [Mueller, Marcus](#)  
**Subject:** Re: Easement Exchange Proposal Letter  
**Date:** Tuesday, August 05, 2014 10:38:53 AM

---

Marcus

Got it. Looks like you captured our understanding right on. I'll get a new concept drawing to you that incorporates the new contour line in the southwest corner that we talked about. Thank you for your help and competence in understanding what I meant to say.

Paula

Sent from my iPhone

On Aug 1, 2014, at 3:25 PM, "Mueller, Marcus" <[MMueller@kpb.us](mailto:MMueller@kpb.us)> wrote:

Paula,

I apologize that it took a bit longer than anticipated to provide you with this letter. Please feel free to give me a call and certainly let me know if you missed the mark on any part of what's in writing here. I will plan on emailing you draft documents when we get those ready which should be sometime in September.

Thanks again,

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)

<EasementExchangeProposalLetter8-1-14.pdf>

**From:** [Mueller, Marcus](#)  
**To:** ["Paula Keohane"](#)  
**Cc:** [Aranguiz, Michele](#); [Best, Max](#)  
**Subject:** Easement Exchange Proposal Letter  
**Date:** Friday, August 01, 2014 3:25:52 PM  
**Attachments:** [EasementExchangeProposalLetter8-1-14.pdf](#)

---

Paula,

I apologize that it took a bit longer than anticipated to provide you with this letter. Please feel free to give me a call and certainly let me know if you missed the mark on any part of what's in writing here. I will plan on emailing you draft documents when we get those ready which should be sometime in September.

Thanks again,

*Marcus A. Mueller  
Land Management Officer  
Kenai Peninsula Borough  
907.714.2204  
[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)*



## **KENAI PENINSULA BOROUGH**

Planning Department • Land Management Division  
144 North Binkley Street • Soldotna, Alaska 99669-7520  
**PHONE:** (907) 714-2200 • **FAX:** (907) 714-2378  
Toll-free within the Borough: 1-800-478-4441; Ext. 2200  
[www.borough.kenai.ak.us](http://www.borough.kenai.ak.us)

**MIKE NAVARRE**  
**BOROUGH MAYOR**

August 1, 2014

Mrs. Paula Keohane  
PO Box 1411  
Coupeville, WA 28239  
VIA Email: [pkeohane@frontier.com](mailto:pkeohane@frontier.com)

RE: Drainage Easement Exchange Proposal

Dear Mrs. Keohane:

Thank you for engaging in discussions with the Kenai Peninsula Borough administration concerning the use of a portion your property for drainage purposes. An outcome of these discussions is a proposal that the borough administration would like to bring to the Borough Assembly for their consideration and approval. This letter describes the proposal and expresses the borough administration's intent to initiate its required public processes to seek assembly approval.

The proposal involves two parcels of land: 1) the ~ 4.3 acre north half of Tract 1 Kingswood Estates Sub owned by Paula and Tim Keohane, and 2) the ~1.8 acre north half of Government Lot 13 Sec 30, T5N, R11W, S.M. owned by the Kenai Peninsula Borough.

The proposal involves the exchange of a ~4.3 acre easement to the borough for drainage purposes in trade for ownership interests of the 1.8 acre bluff lot. The 4.3 acre easement would provide for immediate use as an outlet and retention area and would allow for future improvements to be made that would maximize drainage function including re-contouring, installation of drainage galleries and installation of pipes or pump stations to move water out of retention. The easement would also preserve values important to you, including the ability to continue to pasture the area with livestock, the retention of a treed perimeter, and preserving certain aesthetic characteristics for general enjoyment. The easement intent is illustrated on the attached map that you provided to the borough in July. We also discussed the assumption of general liability on behalf of the borough for its improvements and its activities under the drainage easement to be expressed in the easement.

The 1.8 acre bluff lot is a parcel of land that the borough holds with a management intent as a drainage outlet to the cook inlet. The proposal to offer the ownership of 1.8 acre bluff lot in exchange for the 4.3 acre drainage easement is predicated on the borough reserving sufficient interests to allow for drainage improvements to be made on

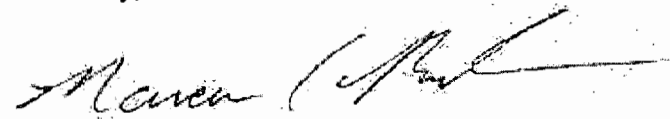


the property, preserving and enhancing the drainage function. A portion of the parcel has been identified that would provide sufficient space for an open ditch outlet or the burial of drainage outlet improvements to serve the area. The offer to convey the 1.8 acre bluff parcel would be contingent on the reservation of a drainage easement in an area similar to that shown on the attached map. In the drainage easement area the borough would retain the right to use, maintain, and construct drainage improvements or allow for another public entity such as DOT to use the easement for the same purpose. As the drainage easement would occupy approximately half of the parcel, we also discussed providing some basic definition of compatible private uses that would be allowable on the easement area, such as uses that do not interfere with drainage functions and are removable upon a reasonable notice timeframe. Examples might include landscaping, gardens, sheds on skids, and interim driving surfaces that are outside of the drainageway and can give right-of-way to the drainage uses as those uses develop and function over time.

The borough will work on drafting an exchange agreement along with an easement instrument and a draft deed containing the reservation of an area for drainage purposes for your review and approval by the borough Assembly in September/October of this year. We also discussed the need to survey the easement areas so that the areas are accurately described and readily located. We recognize that prior to implementing the proposed exchange, conditions could necessitate the out letting of water from Karluk Ave onto your property based on the way that drainage systems are currently configured and the experience of 2013. We understand and appreciate that you would be permitting that to occur in good faith during the processing of the proposed exchange. Conversely, in the event that the proposed exchange does not receive approvals, the borough will replant the forage grasses on your property that have been impacted by the borough's activities during 2013 and 2014.

Please feel free to contact me in the mean time with any questions or concerns. Again, we appreciate your willingness to work with the borough, and look forward to presenting this proposal that we have discussed.

Sincerely,



Marcus A. Mueller  
Land Management Officer



# KPB/ Keohane Easement and Parcel Exchange Proposed

