

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 GRANTEE.

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

GRANTEE:

KENAI PENINSULA BOROUGH

Mike Navarre, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Johni Blankenship, Borough Clerk

Deputy Borough Attorney

MAYOR'S (GRANTEE) NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of
_____ 2017 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: _____

