

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 South Seward Street, Juneau, Alaska 99801

DATE: June 26, 2014

TO: Planning Commission

FROM: Jonathan Lange, Planner *Jonathan Lange*
Community Development Department

FILE NO.: SMF2014 0002

PROPOSAL: Final Plat approval for a Major Subdivision of three lots to nine lots at the southeast corner of Sherwood Lane and Glacier Highway.

BACKGROUND

At the March 25, 2014 Regular Planning Commission Meeting the Commission approved SMP2014 0001, a Preliminary Plat for the subject major subdivision, with the following conditions:

1. Prior to Final Plat Approval, the applicant shall submit a joint use and maintenance agreement that includes a Hold Harmless statement referencing the City and Borough of Juneau, for the access and utility easements to be recorded with plat.
2. Prior to Final Plat Approval, the applicant shall submit detailed drawings of the proposed utilities and driveway meeting all applicable CBJ Engineering standards.
3. Prior to construction of the subdivision improvements, the applicant shall submit a detailed drainage management plan consistent with CBJ §49.35.510.
4. Prior to grading or paving of access easements the applicant will contact Community Development Staff to flag the required habitat setback.
5. Stormwater features will be required prior to development to comply with CBJ 19.12.120 Stormwater Quality and the CBJ Manual of Stormwater Best management Practices.
6. Prior to Final Plat recording, the applicant will be required to install improvements for public water and sewer to all proposed lots, or shall bond for improvements.
7. Prior to Final Plat Approval, the applicant shall define, fire apparatus turnaround and drainage on the plat.
8. Prior to Final Plat Approval, the applicant shall submit a plan detailing topography of the subject parcels.
9. Prior to Final Plat Approval, the applicant shall label on the plat the No Disturb and No Build setbacks.
10. Prior to Final Plat Approval, the applicant shall add the following note to the plat:

ADVISORY NOTE

This subdivision is in close proximity to the Hagevig Regional Fire Training Center which can produce increased noise levels and foul smells. Noises may include sirens, radios, weapons firing blanks and other loud noises. Smells may include smoke from the burning of diesel fuel and other burning activities. The use of chemical extinguishing agents may be used as part of its normal training activities. These activities can occur on nights and weekends and may occur between the hours of 5am and 11pm.



FINDINGS

The applicant has submitted a Common Access Easement, Maintenance, and Hold Harmless Agreement; a utility and driveway plan; a drainage management plan; plans detailing Stormwater features; a plan detailing topography; and has added the above Advisory Note to his plat. The applicant has bonded for utility improvements on the subject parcels. Please see attachment C for the applicant's Declaration of Covenants, Conditions and Restrictions which include a Common Access Easement, Maintenance, and Hold Harmless Agreement for the proposed subdivision.

Staff finds that submittals constitute compliance with the conditions of approval for SMP2014 0001.

RECOMMENDATION

Staff **RECOMMENDS** that the Planning Commission adopt the Director's analysis and findings and **APPROVE** the requested Final Plat. Approval would allow the applicant to print the plat to mylar and record the proposed plat.

ATTACHMENTS

Attachment A – Major Subdivision and Development Permit Applications
Attachment B – Proposed Final Plat
Attachment C – Common Access Easement, Maintenance, and Hold Harmless Agreement
Attachment D – Development Plans
Attachment E – Notice of Decision for SMP2014 0001

MAJOR SUBDIVISION OR PLATTING APPLICATION

(CHANGING OR CREATING 5 OR MORE LOTS)

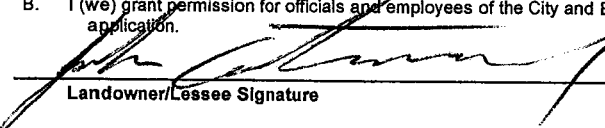
Project Number SMF2014002	Project Name (15 characters)	Case Number	Date Received 06/09/14	
TYPE OF MAJOR SUBDIVISION OR PLATTING APPROVAL REQUESTED (please see submittal requirements on reverse)				
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Preliminary Plat (SMP)</div><div><input checked="" type="checkbox"/> Final Plat (SMF)</div></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Planned Unit Development- Preliminary Plan Approval (PDP)</div><div><input type="checkbox"/> Planned Unit Development - Final Plan Approval (PDF)</div></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Other _____</div><div></div></div>				
Please attach a cover letter to fully explain the project if there is not adequate space on this form.				
LEGAL DESCRIPTION(S) OF PROPERTY TO BE SUBDIVIDED OR PLATTED: Lot 1,2,3 Block B Sherwood Estates				
Number of Existing Parcels 3 Total Land Area 5.5 Number of Resulting Lots or Parcels 9				
EXISTING BUILDING(S) OR STRUCTURES ON THE LAND: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
CURRENT USE OF LAND OR BUILDING(S): construction yard				
PROPOSED USE OF LAND OR BUILDING(S): Industrial Buildings				
UTILITIES AVAILABLE: WATER: <input checked="" type="checkbox"/> Public <input type="checkbox"/> On Site SEWER: <input checked="" type="checkbox"/> Public <input type="checkbox"/> On Site				
UNIQUE CHARACTERISTICS OF LAND OR BUILDING(S): _____				
For more information regarding the permitting process and the submittals required for a complete application, please see the reverse side. If you need any assistance filling out this form, please contact the Permit Center at 586-0770.	SUBDIVISION/PLATTING/PUD FEES			
	Fees	Check No.	Receipt	Date
	Application Fees	\$ 630		
	Admin. of Guarantee	\$ _____		
	Adjustment	\$ _____		
	Pub. Not. Sign Fee	\$ _____		
	Pub. Not. Sign Deposit	\$ _____		
	Total Fee	\$ 630	015818	CDD5322 06/09/14

NOTE: MUST BE ACCOMPANIED BY DEVELOPMENT PERMIT APPLICATION FORM

ATTACHMENT A

DEVELOPMENT PERMIT APPLICATION

Project Number SMF 20140002	CITY and BOROUGH of JUNEAU	Date Received 06/09/14
Project Name (City Staff to Assign Name)		

PROJECT / APPLICANT INFORMATION	Project Description TO CHANGE EXISTING PROPERTY LINES TO CREATE MORE USABLE GROUNDS AND SUB DIVIDE 3 LOT TO 9 SMALLER PARCELS		
	PROPERTY LOCATION		
	Street Address 2767 SHERWOOD LANE	City/Zip JUNEAU, ALASKA	
	Legal Description(s) of Parcel(s) (Subdivision, Survey, Block, Tract, Lot) LOT 1, 2, 3 BLOCK D SHERWOOD ESTATES		
	Assessor's Parcel Number(s) 4B1701100140, 4B1701100150, 4B1701100160		
	LANDOWNER/ LESSEE		
	Property Owner's Name JOHN ARMSTRONG	Contact Person: JOHN	Work Phone: 907-780-6304
	Mailing Address PO BOX 35513, JUNEAU, AK 99803	Home Phone:	Fax Number: 907-780-6334
	E-mail Address adi@alaska.net	Other Contact Phone Number(s) 907-723-4446	
	LANDOWNER/ LESSEE CONSENT ****Required for Planning Permits, not needed on Building/ Engineering Permits****		
<p>I am (we are) the owner(s) or lessee(s) of the property subject to this application and I (we) consent as follows:</p> <p>A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission.</p> <p>B. I (we) grant permission for officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.</p> <p>X  Landowner/Lessee Signature 1-6-14 Date</p> <p>X _____ Landowner/Lessee Signature _____ Date</p> <p>NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.</p>			
APPLICANT If the same as OWNER, write "SAME" and sign and date at X below			
Applicant's Name SAME		Contact Person:	Work Phone:
Mailing Address		Home Phone:	Fax Number:
E-mail Address		Other Contact Phone Number(s):	
X _____ Applicant's Signature		_____ Date of Application	

STAFF APPROVALS	OFFICE USE ONLY BELOW THIS LINE				
	✓	Permit Type	**SIGN	Date Received	Application Number(s)
		Building/Grading Permit			
		City/State Project Review and City Land Action			
		Inquiry Case (Fee In Lieu, Letter of ZC, Use Not Listed)			
		Mining Case (Small, Large, Rural, Extraction, Exploration)			
		Sign Approval (If more than one, fill in all applicable permit #'s)			
	✓	Subdivision (Minor, Major, PUD, St. Vacation, St. Name Change)		06/09/14	SMF 20140002
		Use Approval (Allowable, Conditional, Cottage Housing, Mobile Home Parks, Accessory Apartment)			
		Variance Case (De Minimis and all other Variance case types)			
	Wetlands Permits				
	Zone Change Application				
	Other (Describe)				
Comments: ***Public Notice Sign Form filled out and in the file.					
Permit Intake Initials JKL					



R&M ENGINEERING, INC.
ENGINEERS
GEOLOGISTS
SURVEYORS

6205 GLACIER HWY. «» JUNEAU, ALASKA 99801
PHONE: 907-780-6060 «» FAX: 907-780-4611
EMAIL: rmengineering@rmjuneau.com

June 2, 2014

City/Borough of Juneau
155 South Seward Street
Juneau, AK 99801

Attn: Ron King, Chief Regulatory Engineer

RE: Andsoh Subdivision – Sherwood Estates Site Improvements
Review Comments: Plat and Construction Drawings
R&M Project No. 131798

Dear Ron,

R&M Engineering, Inc. has revised the Andsoh Subdivision plats to address each of your March 26th, 2014 review comments. Construction plans were prepared to address site grading and drainage and are included with this submittal. Preliminary comments regarding the construction plans have been obtained from discussions and meetings with yourself, Jonathan Lange, Community Development Department, Mark Mow, Wastewater Department, Dave Crabtree, Water Utilities Department. A summary of the corrections made to the documents is as follows:

1. Prior to Final Plat Approval, the applicant shall submit a joint use and maintenance agreement that includes a Hold Harmless statement referencing the City and Borough of Juneau, for the access and utility easements to be recorded with plat.

Contractor to submit Hold Harmless statement independently.

2. Prior to Final Plat Approval, the applicant shall submit detailed drawings of the proposed utilities and driveway meeting all applicable CBJ Engineering standards.

See attached construction drawings (8 Sheets).

3. Prior to construction of the subdivision improvements, the applicant shall submit a detailed drainage management plan consistent with CBJ §49.35.510.

See attached construction drawings (8 Sheets).

4. Prior to grading or paving of access easements the applicant will contact Community Development Staff to flag the required habitat setback.

Contractor to coordinate with CBJ staff for flagging requirements.

5. Stormwater features will be required prior to development to comply with CBJ 19.12.120 Stormwater Quality and the CBJ Manual of Stormwater Best management Practices.

Sheet C1.0, General Construction Notes, item 1, of the construction drawings references the CBJ Stormwater guide.

6. Prior to Final Plat recording, the applicant will be required to install improvements for public water and sewer to all proposed lots, or shall bond for improvements.

Sheets C3.0 and C3.1 of the construction drawings show utilities, including water and sewer that will be part of this project.

7. Prior to Final Plat Approval, the applicant shall define fire apparatus turnaround and drainage on the plat.

The plat has been updated to show turnaround easements and a 5' drainage easement was added along the south property lines of lots 6, 7, and 8.

8. Prior to Final Plat Approval, the applicant shall submit a plan detailing topography of the subject parcels.

Sheet C2.0 of the construction drawings includes topographic data for the subdivision. The site has very little relief.

9. Prior to Final Plat Approval, the applicant shall label on the plat the No Disturb and No Build setbacks.

No Disturbance and No Build setbacks have been identified clearly on the plat.

10. Prior to Final Plat Approval, the applicant shall add the following note to the plat:

ADVISORY NOTE

This subdivision is in close proximity to the Hagevig Regional Fire Training Center which can produce increased noise levels and foul smells. Noises may include sirens, radios, weapons firing blanks and other loud noises. Smells may include smoke from the burning of diesel fuel and other burning activities. The use of chemical extinguishing agents may be used as part of its normal training activities. These activities can occur nights and weekends and may occur between the hours of 5am and 11pm.

The advisory note above was added onto the plat.

We have done our best to respond to all of your comments and appreciate your involvement on this project. Please do not hesitate to contact us should you have any questions.

Sincerely,

R&M ENGINEERING, INC.

J. Mark Pusich, P.E.
Civil Engineer

Cc: Jonathan Lange, Planner, Community Development Department
John Armstrong, Cutting Edge Development

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ANDSOH SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by Sharon Mallinger, Manager of **ANDSOH ASSOCIATES LLC**, whose address is P.O. Box 211308, Auke Bay, Alaska 99821, hereinafter referred to as "Declarant".

RECITALS

A. Andsoh Associates LLC owns the following described real property:

Andsoh Subdivision, a subdivision of Lots 1, 2 and 3, Block "B", Sherwood Estates Subdivision, according to Plat 2014-____, Juneau Recording District, First Judicial District, State of Alaska.

(hereinafter referred to as "Andsoh Subdivision").

B. Declarant has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations, easements, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, easements and restrictions is and are all for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, easements and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

NOW THEREFORE Declarant hereby declares that all of Andsoh Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

AGREEMENT:

1. **Recitals.** The above referenced recitals set forth in Paragraphs A and B above are hereby restated and incorporated by reference.

2. **Commercial Use.** Such lots, and each and every one thereof, are for commercial/industrial use. No building or structure intended for or adapted to residential purposes shall be erected, placed, permitted, or maintained on such premises, or on any part thereof, except as allowed by City and Borough of Juneau (hereafter "CBJ") ordinance.

3. **Utility & Drainage Easements.** There is hereby reserved to each owner and all applicable utility entities and to the CBJ and to all emergency vehicles an easement over, under and upon all of the portions of Andsoh Subdivision designated as rights-of-way, utilities and/or drainage easements on the plat of the premises for the installation, maintenance and repairs of utilities including, but not limited to, power, telephone, water, sewer, drainage, gas, cable television, etc., together with the right of such utility entity to enter upon the lots as is necessary for such purposes.

4. **Access Easement.** There are hereby reserved easements for access for the mutual benefit the owners of Andsoh Subdivision as follows: Lots 1, 2, 3 and 4, Andsoh Subdivision, across those portions of Lots 1, 2, 3 and 4, Andsoh Subdivision, and Lots 5, 7, 8 and 9, Andsoh Subdivision, across those portions of Lots 5, 7, 8 and 9, Andsoh Subdivision as depicted on the plat map attached hereto as Exhibit "A"

(hereafter "Access Easements").

5. **Development of Access Easements by Declarant.** Declarant has undertaken the initial work of developing the Access Easements. The initial work of developing the Access Easements has been completed by the Developer in substantial compliance with the plans and specifications approved by the CBJ.

6. **Future Maintenance of Access Easements.** Future maintenance of the Access Easements shall be the responsibility of the owners of Lots 1, 2, 3 and 4, Andsoh Subdivision as to the roadway located on Lots 1, 2, 3, and 4 of Andsoh Subdivision, and the responsibility of the owners Lots 5, 7, 8 and 9, Andsoh Subdivision as to the roadway located on Lots 5, 7, 8 and 9, Andsoh Subdivision (collectively "Lot Owners"), in proportion to the use of the owners of such lots of such roadways, as that use may from time to time change, as determined by accepted traffic engineering standards for the use involved. For example, if a lot(s) is improved with a business condominium development and the other lots are improved with structures/businesses which produce much less traffic, then the lot usage which produces greater traffic will pay a higher proportion of future maintenance. Maintenance of the Access Easements shall include, without limitation, repair of ordinary wear and tear to the Access Easements, resurfacing of the asphalt, erosion prevention, snow removal and sanding, cleaning or recutting ditches as necessary, trimming brush along the roadside, unplugging or opening culverts or drainpipes, and any and all other necessary work required to maintain the Access Easements in good operating condition at all times and to insure the provision of safe access by all who use the Access Easements. The owner of Lot 6, Andsoh Subdivision is not subject to the agreements regarding the Access Easements because access for Lot 6 will be obtained directly from Sherwood Lane.

7. **Road Maintenance Committee.** A Road Maintenance Committee shall

be formed to provide for future maintenance of the Access Easements and to enforce these covenants. Until such time as 75% of the lots have been sold, the Declarant shall control the Road Maintenance Committee (hereafter "Committee").

Upon 75% of the lots being sold, the Committee shall be made up of three members chosen by the Declarant, all of whom shall be owners of lots within the area covered by these covenants. In the event a lot is subsequently developed as a business condominium, the owner's association of such business condominium shall be considered the owner for purposes of this agreement. The majority of the Committee may designate a representative to act on its behalf. In the event of the death or the resignation of a designated member, a new member shall be appointed by the remaining members. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services pursuant to these covenants.

The Committee shall have the authority to collect from the Lot Owners amounts sufficient to cover the costs of the maintenance and regulation of the use of the respective Access Easements. These amounts shall be referred to as "Assessments" and shall include all costs associated with maintenance and use of the Access Easements. Assessments include without limitation, the cost of enforcing any provision of these covenants, the costs and expenses necessary and proper for the effective and efficient functioning of the Committee, and the maintenance and use of the Access Easements. Each Lot Owner, their successors and assigns, by acceptance of a conveyance from Declarant, does covenant and agree to pay to the Committee, within thirty (30) days after the date of notice of any Assessment, all Assessments levied by the Committee. Each Lot Owner agrees that each Assessment, together with interest at the then statutory rate commencing thirty (30) days after notice of Assessment, and together with attorneys' fees and any other costs of collection, shall

constitute a lien against each Lot Owner's lot, which lien shall continue until the Assessment is paid in full. The Committee shall be entitled to execute and record a lien against the title of any Lot Owner for failure to timely pay Assessments.

Any lot owner who feels that a covenant is being violated shall bring the violation to the attention of the Committee, who shall then give notice to the owner or owners alleged to have violated these covenants. The notice shall provide that the owner or owners have thirty (30) days within which to correct the violation. If the violation has not been corrected within said thirty (30) day period, the Committee may proceed to bring an action within the court system to enforce the covenants and prevent such owner or owners from so violating such covenants, and to recover damages for such violation or violations. The owner found in violation of covenants shall be responsible for payment of actual costs and attorney fees to the Committee.

8. Parking. None of the Lot Owners or any of their employees, guests, or invitees shall be permitted to allow vehicles or other potential obstructions to be placed on the Access Easements in a manner that could block or otherwise interrupt use of the Access Easements.

9. Maintenance of and Restrictions on Easement Areas. Easements for installation and maintenance of utilities, water lines and drainage facilities are shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, water lines, or which may damage, interfere or change the direction of flow of drainage facilities. The easement area of any lot and all improvements therein shall be maintained continuously by the owner, except for those improvements for which a public authority or utility company is responsible.

Water to Lots 1, 2, 3, and 4 of Andsoh Subdivision, and Lots 5, 7, 8 and 9, Andsoh Subdivision is provided via an underground water lines connecting to the CBJ

water mains in Sherwood Lane, installed by Declarant in the Access Easements and stubbed to each lot adjacent to the Access Easements. All costs associated with routine maintenance and repair of the underground water lines lying within Access Easements shall be borne equally by Lots 1, 2, 3 and 4, Andsoh Subdivision as to the water line located on Lots 1, 2, 3, and 4 of Andsoh Subdivision, and the responsibility of the owners Lots 5, 7, 8 and 9, Andsoh Subdivision as to the water line located on Lots 5, 7, 8 and 9, Andsoh Subdivision. The owners of Lots 1, 2, 3, 4, 5, 7, 8, and 9 have a right to further develop their respective lots and make additional connections or expanded connections to the underground water lines in the Access Easements. The owner of the lot making additional or expanded connections shall be solely responsible for all costs associated with such connection, including restoration and repair of any actual damage to the Access Easements areas and the water line which may be directly caused by such lot owner's construction, reconstruction, or maintenance of the tie into said water line. Additionally each individual lot owner shall be solely responsible for any costs related to maintenance and repair for all water lines and valves teeing off from the water line within the Access Easements which directly benefit their individual lot. All installation, maintenance and repair of the underground water lines located in the Access Easements areas shall be done in compliance with all applicable local, state and federal regulations.

Water for Lot 6 will be stubbed to that lot directly from Sherwood Lane. All costs associated with connection within Lot 6 and future maintenance and repair of the underground water line lying within Lot 6 shall be borne solely by Lot 6.

No structure of any kind shall be built, erected or maintained upon any such easement, reservation, or right-of-way shown on the recorded plat, and said easements, reservations and rights-of-way shall, at all times, be opened and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or

servicing such utilities and quasi-utilities, and to the Declarant, and their successors, all of which shall have the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations, and rights-of-way are hereby reserved, and may hereafter be reserved.

10. Indemnification of City and Borough of Juneau. The Access Easements and water lines located therein, installed by the Declarant, were done so pursuant to the conditions set forth in the subdivision approval process delineated in File No. SMP20140001 approved by the CBJ Planning Commission, subject to the following conditions:

a. The Declarant and all future Lot Owners shall and hereby do acknowledge that the CBJ is not obligated to provide any maintenance, repair, grading or snow plowing for the access roadway and water lines located within the Access Easements that would not be provided as a matter of course for any other roadway and water lines located on private land, nor shall the CBJ be obligated to provide maintenance or repair to any other drainage or utility easements shown on the Andsoh Subdivision plat.

b. The Lot Owners shall defend, indemnify and hold harmless the CBJ from any claim or action for any injury, loss or damage suffered by any person arising from the design, maintenance or use of the access roadways, water lines and drainage and utility easements shown on the plat of Andsoh Subdivision.

c. The CBJ shall have unimpeded access to the roadways to carry out other responsibilities not associated with those set forth above in subparagraph a.

d. The Lot Owners shall maintain the access roadways according to the requirements and conditions established by the CBJ Director of the Community Development Department in the approval of Andsoh Subdivision in File No.

SMP20140001.

11. Obligation to Rebuild, Maintain or Repair.

a. If all or any portion of any improvement on a lot is damaged or destroyed by fire or other casualty it shall be the duty of the owner to rebuild, repair, or reconstruct said improvement in a manner which will restore them substantially to their appearance and condition immediately prior to the casualty.

b. All buildings located on any lots covered by these covenants shall be kept in good repair and in generally attractive condition.

c. Each owner shall be additionally responsible to keep catch basins, drains and drain spouts to which they control access free of debris and accumulations that may clog, restrict or otherwise hamper the free flow and drainage of water.

12. Use Restrictions. The following restrictions apply in the use of each lot:

a. Nothing shall be done or kept on a lot which shall increase the rate of insurance on any other lot and no owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any other lot, or which would be in violation of any law.

b. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any lot except in sanitary containers located in appropriate areas screened and concealed from view.

c. No structure, plantings or other material of any kind shall be placed or permitted to remain within any utility or drainage easement which may damage, interfere with or alter the direction for flow of drainage facilities. The surface, but not the pipe, of any portion of utility or drainage easements on a lot shall be maintained by and are the exclusive responsibility of the owner.

13. Covenants Running with the Land. All of these covenants and the easements created hereby shall run with the land and shall be binding upon and shall inure to the benefit of each and all grantees who purchase or otherwise obtain any

portion of the subject property, and all persons claiming under them, for a period of twenty-five (25) years from the date that these covenants are first recorded. At the end of the period the covenants shall be extended automatically for successive ten (10) year periods, unless an instrument, signed by a seventy-five percent (75%) majority of the owners of the lots in said subdivision, agreeing to change said covenants in whole or in part, has been recorded. Each and every other purchaser, by accepting a deed to any lot, shall thereby consent and agree to be bound by the covenants herein contained to the same extent as if such person had signed this instrument. Declarant, in executing and delivering deeds to lots herein shall insert in such conveyances, by reference that the same are made subject to the terms, conditions, reservations and covenants herein contained.

All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in such premises, regardless of how he acquired title.

In the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

14. Declarant Control. The Declarant retains the right to make additions or changes to these covenants up to the time that seventy-five (75) percent of the lots have been sold and title transferred.

15. Attorneys' Fees and Costs. If an action or proceeding is brought in connection with this agreement, the successful or prevailing party shall be entitled to

recover reasonable attorney's fees, court costs, and other reasonable fees and costs incurred in that action or proceeding (whether at trial, on appeal, and/or in a bankruptcy or similar proceeding) and in enforcing any judgment rendered thereon, in addition to any other relief to which it may otherwise be entitled. For purposes of this agreement, the prevailing party means the party who succeeds either affirmatively or defensively under claims having the greater value or importance, as decided by the court.

16. Law Governing. This Agreement shall be construed and interpreted in accordance with, and governed and enforced in all respects by, the laws of the State of Alaska.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be by their own hands executed this ___ day of _____, 2014.

Declarant:

ANDSOH ASSOCIATES LLC

By: _____
Sharon Mallinger, Manager

STATE OF ALASKA)
 : ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Sharon Mallinger, Manager of Andsoh Associates LLC, an Alaska limited liability company**, to me known and known to me to be the person named in and who executed the within and foregoing instrument, and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned, as Manager of said limited liability company.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public, State of Alaska

My commission expires: _____

After recording return to:

Baxter Bruce & Sullivan, P.C.
P.O. Box 32819
Juneau, Alaska 99803

CBJ STANDARD DETAILS

C.B.J ENGINEERING STANDARD DETAILS REVISED, AUGUST 14, 2011
OR MOST RECENT VERSION THEREOF.

DETAIL NO.	DETAIL NO.	DETAIL NO.	DETAIL NO.
101	215	412	
103A	216	414	
104B	311		
125	312		
127A	403		
206A	404		
209	405		
210	406A		
213	406B		

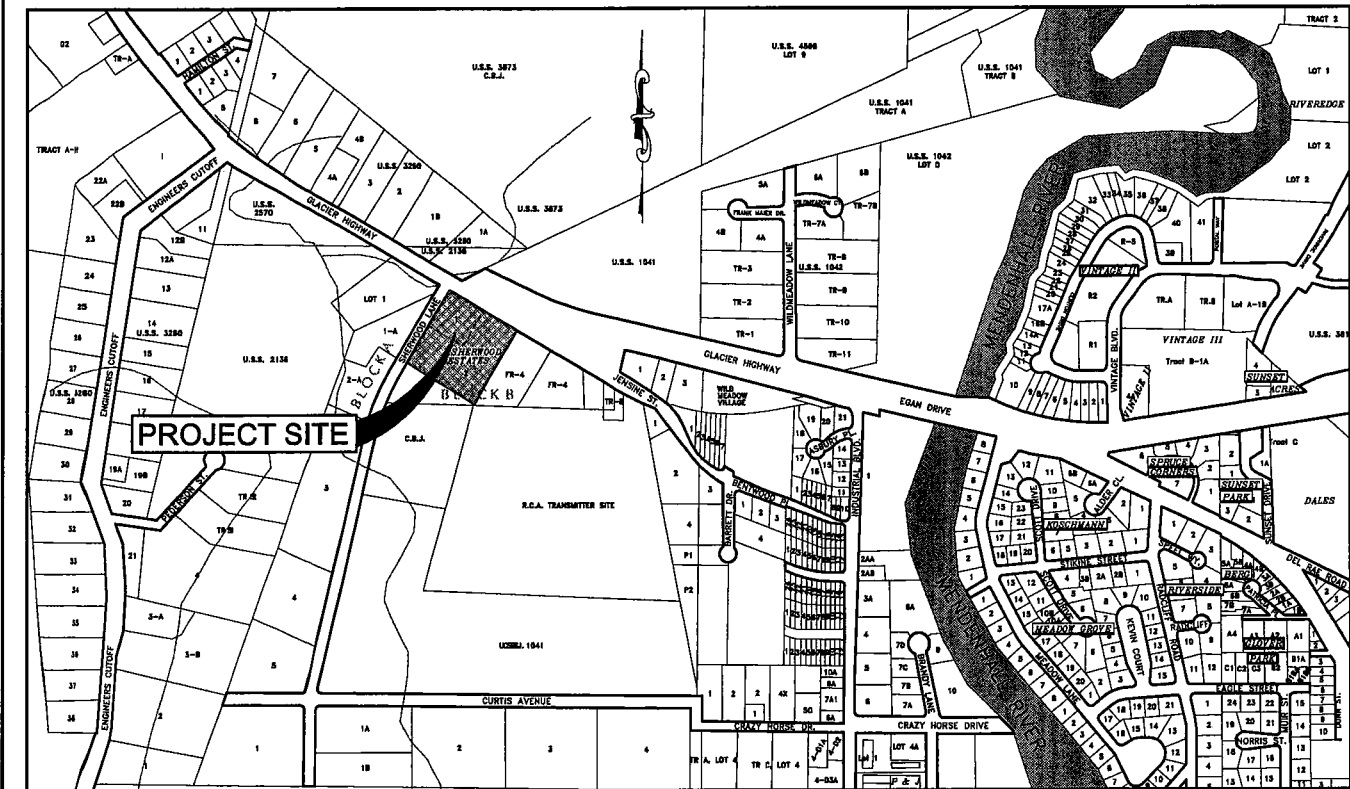


ANDSOH SUBDIVISION SHERWOOD ESTATES SITE IMPROVEMENTS

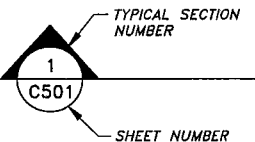
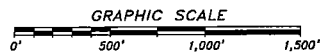
CITY AND BOROUGH OF JUNEAU, ALASKA

GENERAL CONSTRUCTION NOTES

1. CBJ ENGINEERING STANDARD DETAIL BOOK FOR CIVIL ENGINEERING PROJECTS AND SUBDIVISIONS IMPROVEMENTS DATED AUGUST, 2011, CBJ ENGINEERING STANDARD SPECIFICATIONS DATED DECEMBER, 2003, AND THE MANUAL OF BEST MANAGEMENT PRACTICE 19.12.120 ARE MADE A PART OF THIS PROJECT, WITH CURRENT REVISIONS AS APPLICABLE.
2. GRADES AND ALIGNMENTS SHOWN ON THESE PLANS ARE SUBJECT TO MINOR REVISIONS AS APPROVED BY THIS ENGINEER.
3. FINISHED PROFILE ELEVATIONS SHOWN ARE TO THE TOP OF ASPHALT PAVEMENT AT THE ROADWAY CENTERLINE. OTHER FINISH GRADE ELEVATIONS SHOWN ARE TO TOP OF ASPHALT PAVEMENT AT EDGE OF PAVEMENT.
4. LOCATION OF STORM DRAIN CATCH BASINS, AREA DRAINS, PIPING AND PIPE LENGTHS ARE SUBJECT TO MINOR FIELD REVISIONS, AS APPROVED BY THE ENGINEER.
5. ALL CUT AND FILL SLOPES SHALL BE SEED BY THE HYDROSEEDING METHOD. PLACE 2" MIN. TOPSOIL PRIOR TO SEEDING WHERE INSUFFICIENT ORGANIC MATERIAL EXISTS.
6. LOCATIONS OF EXISTING UNDERGROUND SEWER, WATER, STORM, TELEPHONE, CABLE TELEVISIONS, AND POWER UTILITIES SHOWN IN THESE PLANS WERE DERIVED FROM C.B.J. AS-BUILTS &/OR FIELD LOCATES. ACTUAL LOCATIONS MAY VARY FROM THOSE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, PROTECTING, AND MAINTAINING THE UTILITIES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE RESULTING TO THESE UNDERGROUND UTILITIES DURING CONSTRUCTION SHALL BE PAID FOR BY THE CONTRACTOR AND SHALL BE PAID FOR BY THE CONTRACTOR AND SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. CALL "DIAL BEFORE YOU DIG" 586-1333.
7. ALL ITEMS DESIGNATED TO BE REMOVED SHALL BE DISPOSED OF AT A CBJ APPROVED WASTE DISPOSAL SITE.
8. PROVIDE KNOCKOUTS IN CATCH BASINS AND MANHOLES FOR ALL PIPE SHOWN ON THE PLANS
9. ALL ELECTRICAL LIGHT STANDARDS POSITIONS ARE SUBJECT TO APPROVAL/ RELOCATION BY CBJ ENGINEER AND /OR AEL&P.
10. AEL&P ELECTRIC, UTILITY AND CABLE SERVICE LOCATIONS SHALL BE COORDINATED WITH THE CONTRACTOR AND CBJ ENGINEERING DEPARTMENT.
11. TELEPHONE AND CABLE UTILITIES SHALL COORDINATE THEIR UTILITIES' LOCATION & INSTALLATION WITH AEL&P AND CBJ'S ENGINEERING DEPARTMENT.
12. ALL WORK FOR THESE PLANS SHALL BE CONDUCTED IN STRICT ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND STANDARDS.
13. BEGIN SUBCUT AT 24 INCHES FROM PAVEMENT SAWCUT LINE AT STREET CONNECTIONS. REMOVE AND REPLACE BASE COURSE WITH 6-INCHES OF D-1 TO 12-INCHES FROM PAVEMENT SAWCUT LINE.
14. ONLY HORIZONTAL ELBOW FITTINGS (BENDS) ARE SHOWN ON THE PLANS. ADDITIONAL FITTINGS WILL BE REQUIRED FOR VERTICAL DEFLECTIONS NEAR CONNECTION TO EXISTING PIPES, AND AT OTHER LOCATIONS REQUIRING GRADE CHANGES TO AVOID CONFLICTS.
15. THE CONTRACTOR SHALL NOTIFY CBJ WATER UTILITIES AT 780-6808 OF PROPOSED WATER SERVICE INTERRUPTION AND SUBMIT THE "WATER SYSTEM SPECIAL USE PERMIT" (CONSIDERED BY THE ENGINEER) AT LEAST 48 HOURS PRIOR TO SHUT DOWN OR FLUSHING OF MAINLINE WATER PIPE.
16. "JUMPING JACK", OR SIMILAR TYPE COMPACTORS SHALL BE USED FOR COMPACTION WITHIN 18 INCHES OF THE OUTSIDE SURFACE OF ALL WATER VALVE BOXES AND MANHOLES WITHIN THE STREET AND SIDEWALK LIMITS.
17. THE USE OF GROUT AND QUICKSET CEMENT PRODUCTS WITH ADJUSTING RINGS, BRICKS, WOOD, STONES AND OTHER SIMILAR GRADE ADJUSTMENT DEVICES TO SUPPORT CATCH BASIN FRAMES OVER CATCH BASINS AND MANHOLES WILL NOT BE PERMITTED ON THIS PROJECT. SEE PLAN SHEET C301 AND CBJ STANDARD SPECIFICATIONS, SECTION 02502 - STORM SEWER MANHOLES, INLETS AND CATCH BASINS FOR CATCH BASIN FRAME SUPPORT REQUIREMENTS.

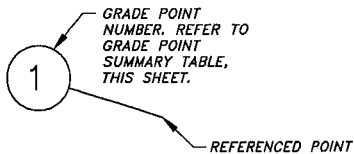


PROJECT LOCATION MAP



REFERENCE BUBBLE EXPLANATION

N.T.S.



FINISH GRADE EXPLANATION

N.T.S.

SHEET INDEX

SHEET No.	DESCRIPTION
C1.0	COVER SHEET
C2.0	EXISTING TOPOGRAPHIC CONDITIONS
C3.0	SITE UTILITY PLAN
C3.1	SITE UTILITY PLAN
C4.0	DRIVEWAY PROFILES
C5.0	TYPICAL SECTIONS
C5.1	CONSTRUCTION DETAILS
C5.2	CONSTRUCTION DETAILS

SYMBOLS

EXISTING



NEW



SECONDARY MONUMENT BY OTHERS

7570-S PRIMARY MONUMENT

7570-S SECONDARY MONUMENT

BOUNDARY / PROPERTY LINE

CENTERLINE

CHAIN LINK FENCE

WATER LINE

WATER VALVE

OVERHEAD ELECTRIC LINE

UTILITY POLE

STORM DRAIN PIPE

CATCH BASIN / CPP INLET

SEWER LINE

CLEAN-OUT

SANITARY SEWER MANHOLE

ROCK WALL

RETAINING WALL

DRAINAGE FLOW DIRECTION

SWALE

PERFORATED CPP WALL DRAIN

AREA DRAIN

SAWCUT

GRADE POINT

ABBREVIATIONS

AP	ANGLE POINT	LT.	LEFT
APPROX.	APPROXIMATE	MAX.	MAXIMUM
BLOG.	BUILDING	MIN.	MINIMUM
BOP	BEGINNING OF PROJECT	MTE	MATCH TO EXISTING
CBJ	CITY & BOROUGH OF JUNEAU	NTS	NOT TO SCALE
CJ	CONTROL JOINT	NVC	NO VERTICAL CURVE
CL	CENTERLINE	PC	POINT OF CURVATURE
CLR	CLEAR DISTANCE	POC	POINT ON CURVE
CMP	CORRUGATED METAL PIPE	PRC	POINT OF REVERSE CURVE
CONC.	CONCRETE	PT	POINT OF TANGENCY
CP	CONTROL POINT	RT.	RIGHT
CPP	CORRUGATED POLYETHYLENE PIPE	ROW	RIGHT-OF-WAY
CTE	CONNECT TO EXISTING	STA.	STATION
DIA.	DIAMETER	STD.	STANDARD
EL.	ELEVATION	TBC	TOP BACK OF CURB
EOP	END OF PROJECT	TBM	TEMPORARY BENCH MARK
EQ.	EQUATION	TOW	TOP OF BANK
EXIST.	EXISTING	TYP.	TYPICAL
GP	GRADE POINT	VERT.	VERTICAL
HP	HIGH POINT	W/	WITH
IE	INVERT ELEVATION		

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APPROVED JMP
FILE:

No.	DATE	REVISION	BY	APRVD.

COVER SHEET



R & M ENGINEERING, INC.
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6205 GLACIER HIGHWAY
JUNEAU, AK. 99801
Phone 907-780-6060
Fax 907-780-4611
rmengineering@rmjuneau.com

ANDSOH SUBDIVISION - SHERWOOD ESTATES
SITE IMPROVEMENTS

CITY AND BOROUGH OF JUNEAU , ALASKA

DATE: JUNE 5, 2014
R&M NO. 131798

SHEET
C1.0

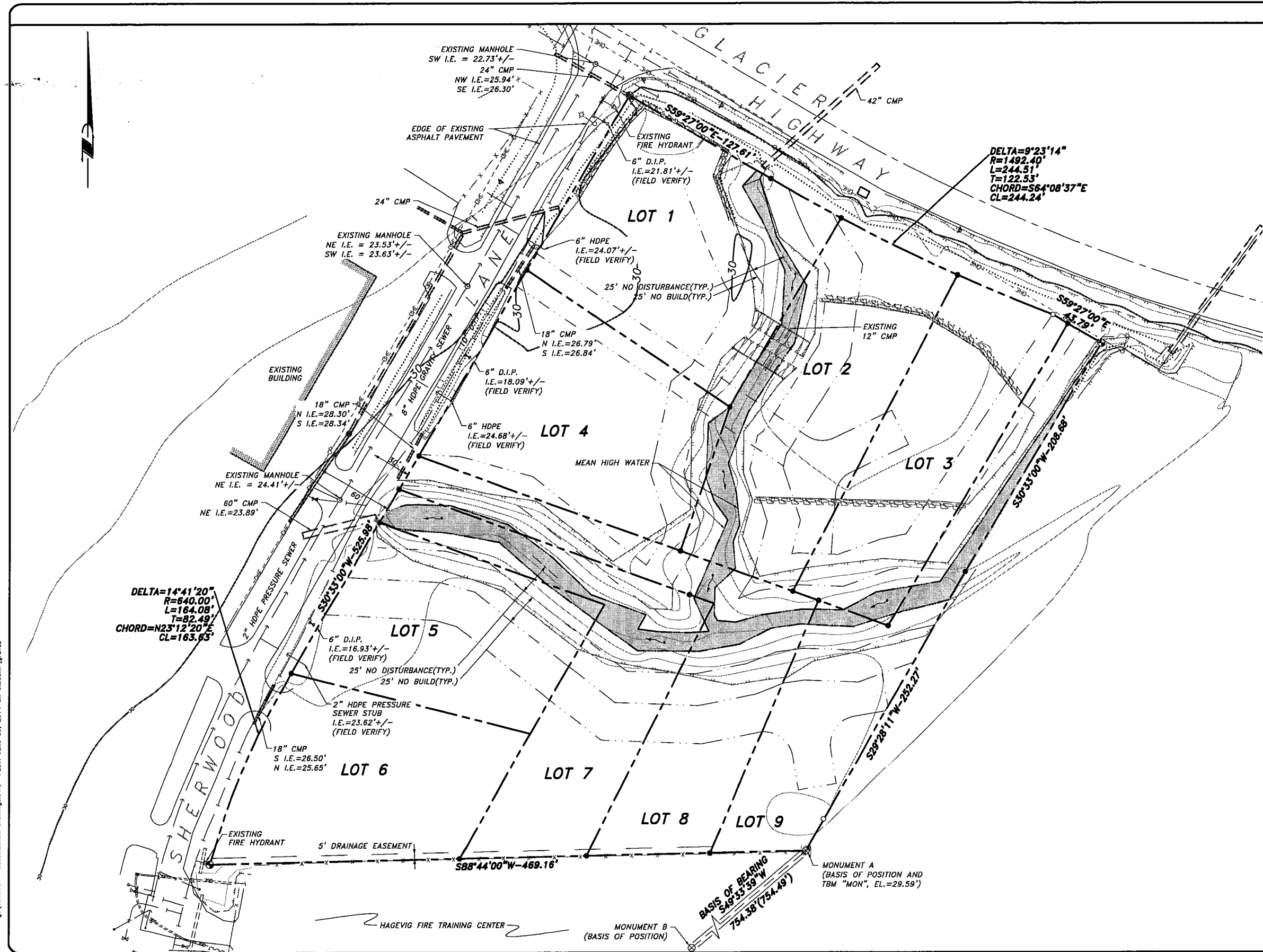


TABLE OF HORIZONTAL CONTROL			
POINT	NORTHING	EASTING	DESCRIPTION
A	11967.90	5797.49	ACS MONUMENT 705S
B	11478.51	5223.25	CBJ MONUMENT S1041

TABLE OF VERTICAL CONTROL				
TBM	NORTHING	EASTING	ELEVATION	DESCRIPTION
TBM "MON"	11967.90	5797.49	29.59'	PRIMARY MONUMENT, SE CORNER LOT 9

SURVEY NOTES:
 1) TOPOGRAPHIC MAPPING SHOWN PREPARED BY J.W. BEAN, LAND SURVEYOR.

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FILE	

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EXISTING TOPOGRAPHIC CONDITIONS

SCALE: 1"=40'

CONTOUR INTERVAL = 1 FOOT



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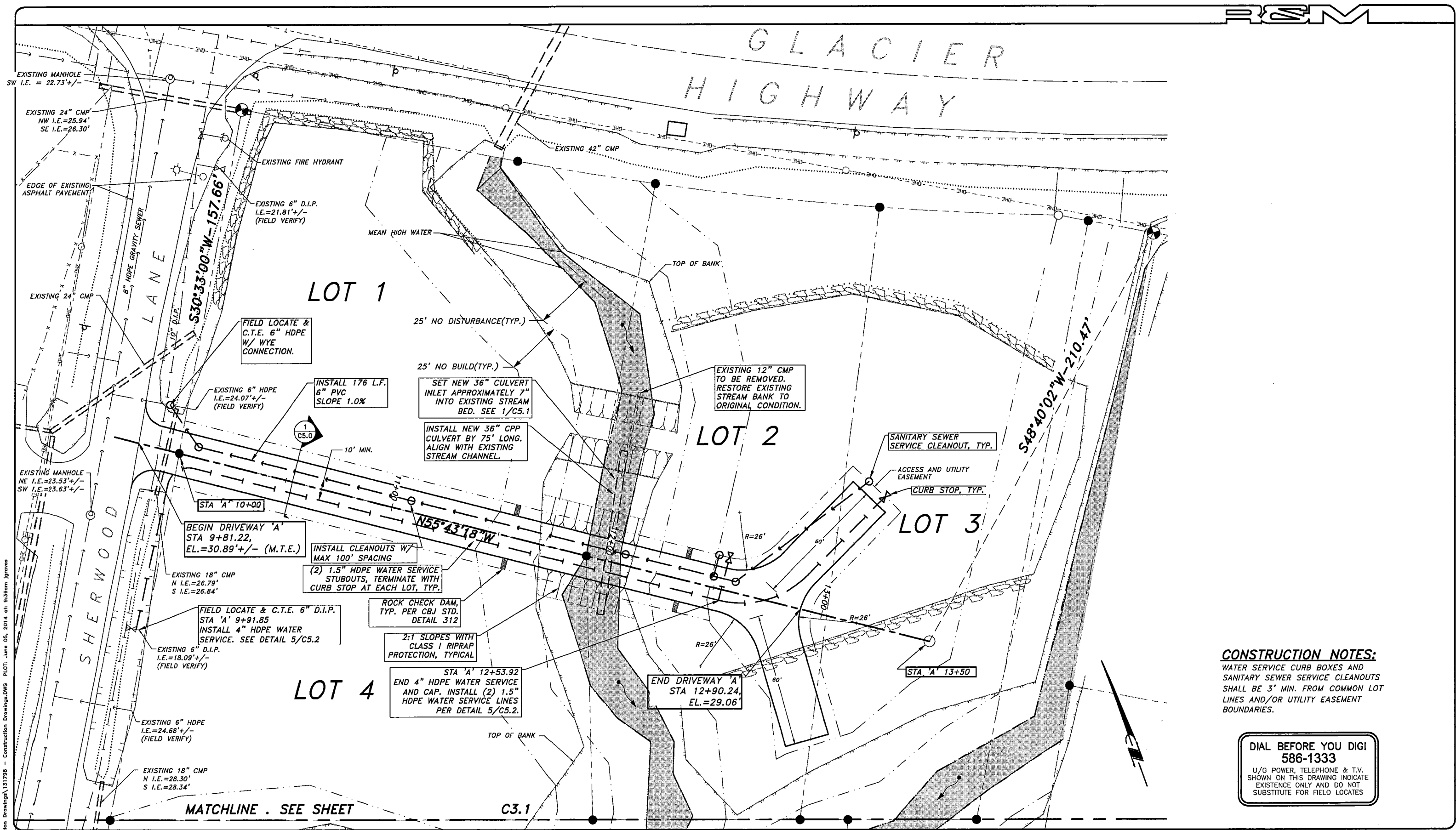
Phone 907-780-6060
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 rmengineering@rmjuneau.com

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 SITE IMPROVEMENTS**

CITY AND BOROUGH OF JUNEAU , ALASKA

DATE: JUNE 5, 2014
 R&M NO. 131798

SHEET C2.0

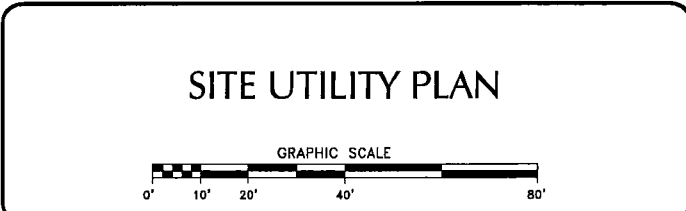


CONSTRUCTION NOTES:
 WATER SERVICE CURB BOXES AND
 SANITARY SEWER SERVICE CLEANOUTS
 SHALL BE 3' MIN. FROM COMMON LOT
 LINES AND/OR UTILITY EASEMENT
 BOUNDARIES.

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 586-1333
 U/G POWER, TELEPHONE & T.V.
 SHOWN ON THIS DRAWING INDICATE
 EXISTENCE ONLY AND DO NOT
 SUBSTITUTE FOR FIELD LOCATES

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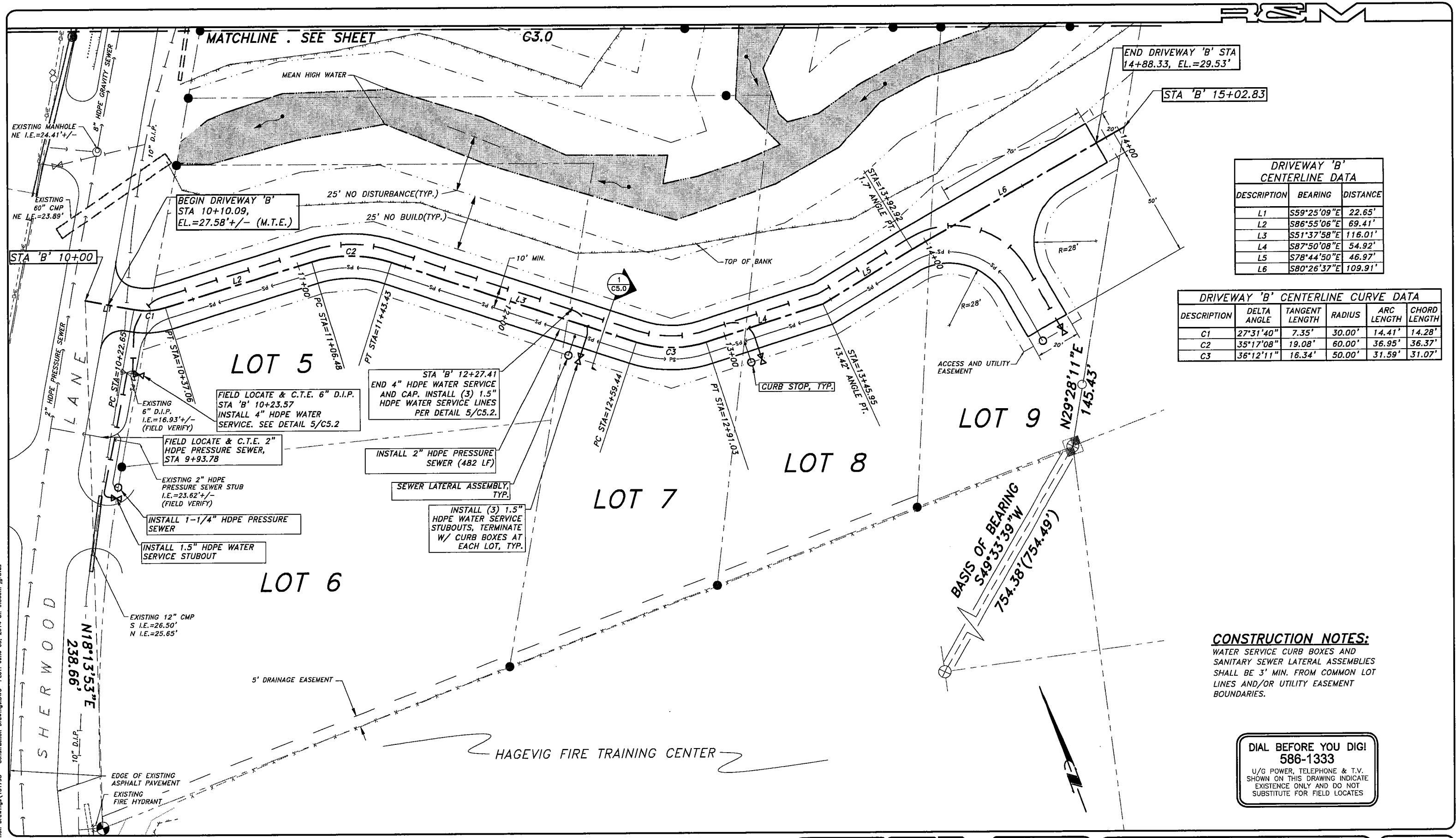


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 SITE IMPROVEMENTS
 CITY AND BOROUGH OF JUNEAU , ALASKA

DATE: JUNE 5, 2014
 R&M NO. 131798
 SHEET C3.0

I:\2013\131798\Eng\Plan\Construction Drawings\131798 - Construction Drawings.DWG PLOT: June 05, 2014 dt: 9:36am jgroves



DRIVEWAY 'B' CENTERLINE DATA		
DESCRIPTION	BEARING	DISTANCE
L1	S59°25'09"E	22.65'
L2	S86°55'06"E	69.41'
L3	S51°37'58"E	116.01'
L4	S87°50'08"E	54.92'
L5	S78°44'50"E	46.97'
L6	S80°26'37"E	109.91'

DRIVEWAY 'B' CENTERLINE CURVE DATA					
DESCRIPTION	DELTA ANGLE	TANGENT LENGTH	RADIUS	ARC LENGTH	CHORD LENGTH
C1	27°31'40"	7.35'	30.00'	14.41'	14.28'
C2	35°17'08"	19.08'	60.00'	36.95'	36.37'
C3	36°12'11"	16.34'	50.00'	31.59'	31.07'

CONSTRUCTION NOTES:

WATER SERVICE CURB BOXES AND
SANITARY SEWER LATERAL ASSEMBLIES
SHALL BE 3' MIN. FROM COMMON LOT
LINES AND/OR UTILITY EASEMENT
BOUNDARIES.

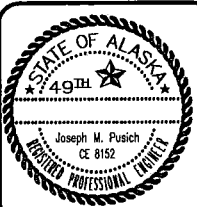
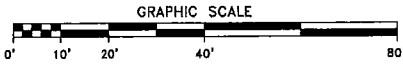
DIAL BEFORE YOU DIG!
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APPROVED	JMP
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SITE UTILITY PLAN

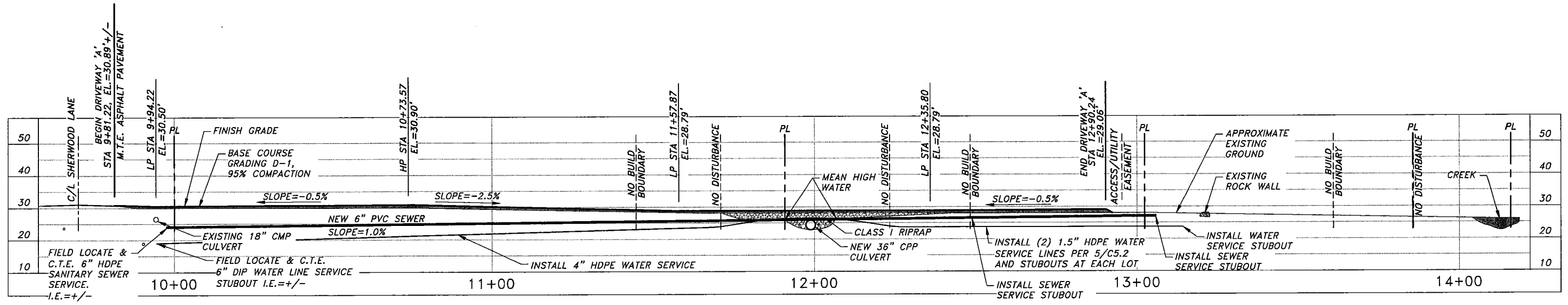


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SITE IMPROVEMENTS

CITY AND BOROUGH OF JUNEAU , ALASKA

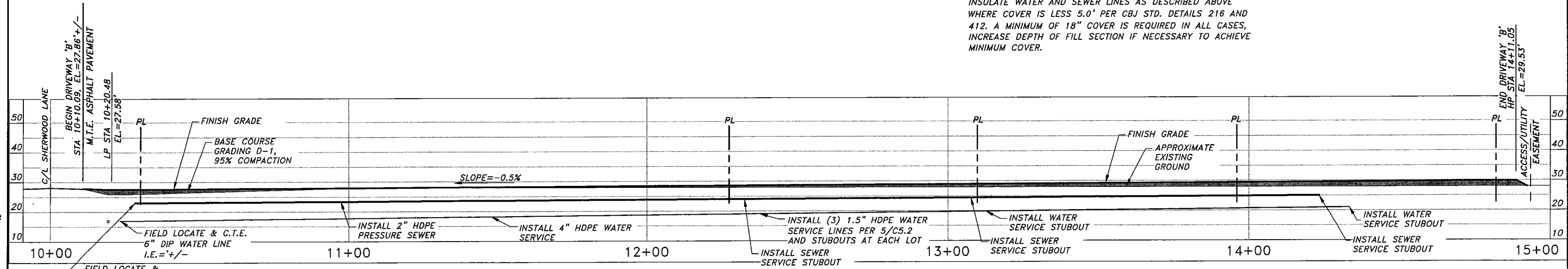
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R&M NO.	131798
SHEET	C3.1



DRIVEWAY 'A' PROFILE

NOTES:

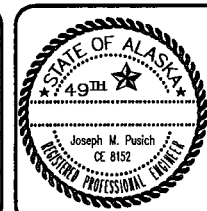
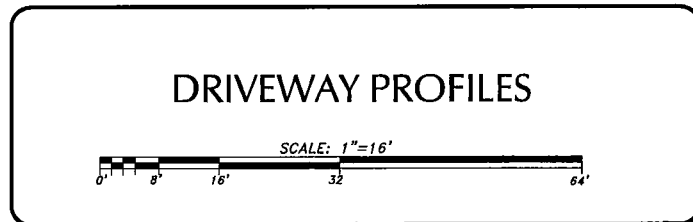
PROVIDE MINIMUM (3) LAYERS 2" RIGID BOARD INSULATION BETWEEN CULVERT AND SERVICES AT CROSSINGS. ALSO INSULATE WATER AND SEWER LINES AS DESCRIBED ABOVE WHERE COVER IS LESS 5.0' PER CBJ STD. DETAILS 216 AND 412. A MINIMUM OF 18" COVER IS REQUIRED IN ALL CASES, INCREASE DEPTH OF FILL SECTION IF NECESSARY TO ACHIEVE MINIMUM COVER.



DRIVEWAY 'B' PROFILE

DESIGN	JMP
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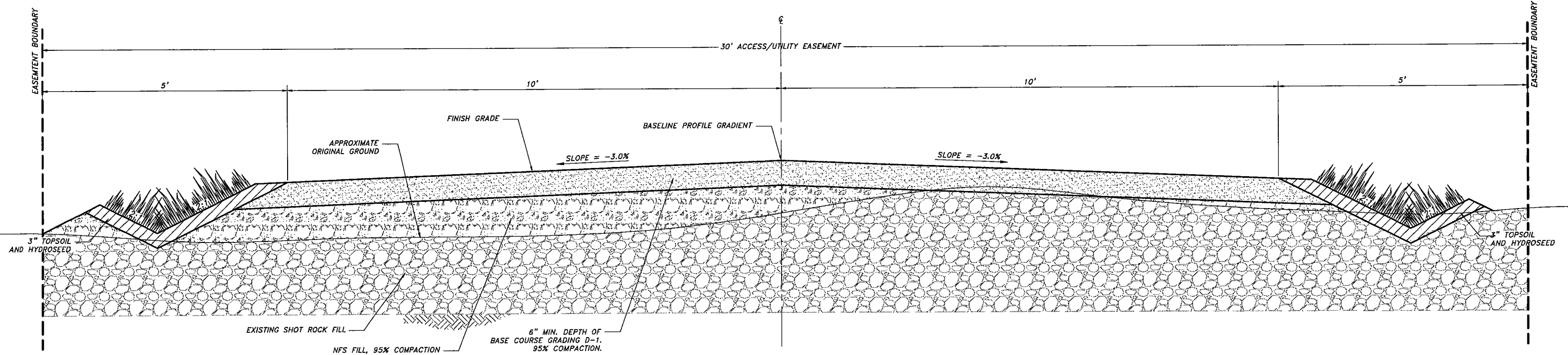
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R&M NO.:	131798
SHEET	C4.0



1 TYPICAL DRIVEWAY SECTION WITH BIOSWALES
N.T.S.

NOTE:

1) UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY

CONSTRUCTION DETAILS

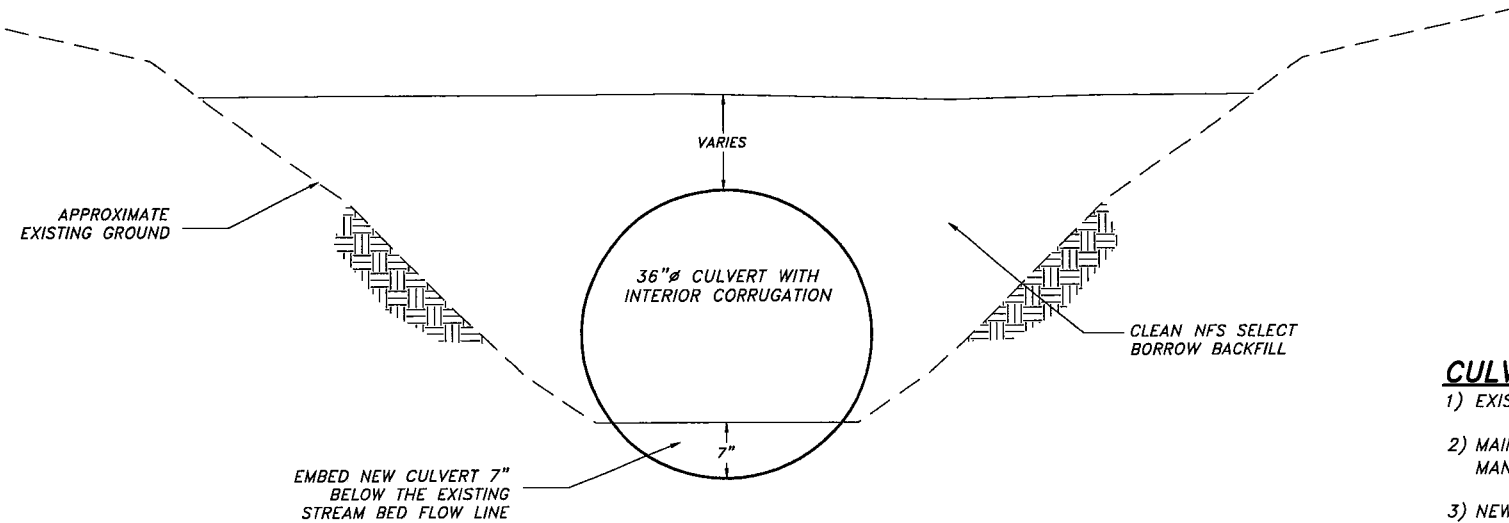


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SITE IMPROVEMENTS

CITY AND BOROUGH OF JUNEAU , ALASKA

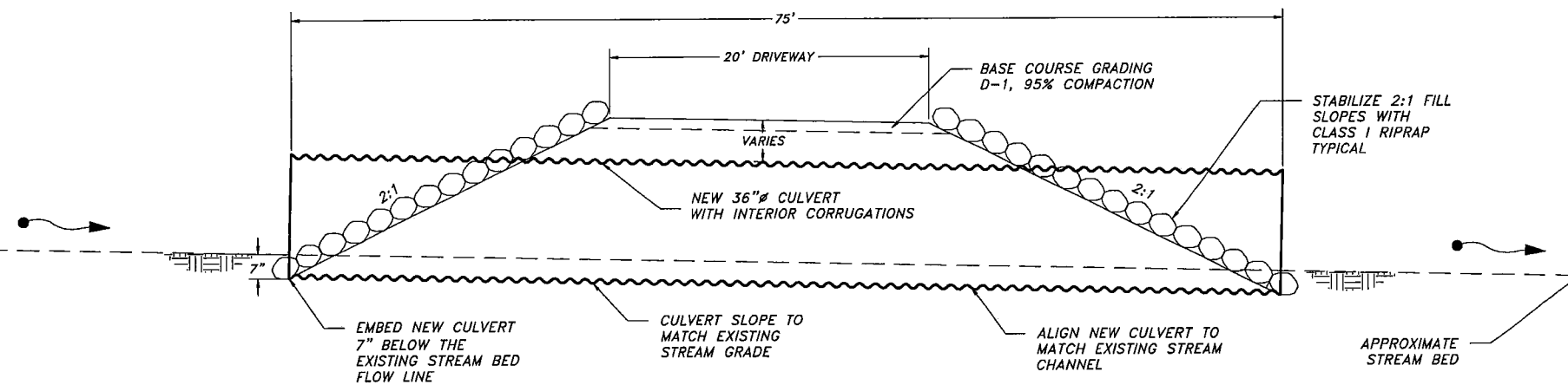
DATE: JUNE 5, 2014
R&M NO. 131798
SHEET C5.0



CULVERT END SECTION

CULVERT REPLACEMENT NOTES:

- 1) EXISTING 12" CULVERT TO BE REMOVED. SEE PLAN SHEET C3.0
- 2) MAINTAIN WATER QUALITY REQUIREMENTS DURING CONSTRUCTION BY STORM WATER BEST MANAGEMENT PRACTICES (SILT FENCING, WADDLES, CHECK DAM, ETC.)
- 3) NEW WATER AND SANITARY SEWER SERVICES NOT SHOWN FOR CLARITY.



CULVERT PROFILE

① CULVERT REPLACEMENT DETAIL
N.T.S.

CONSTRUCTION DETAILS



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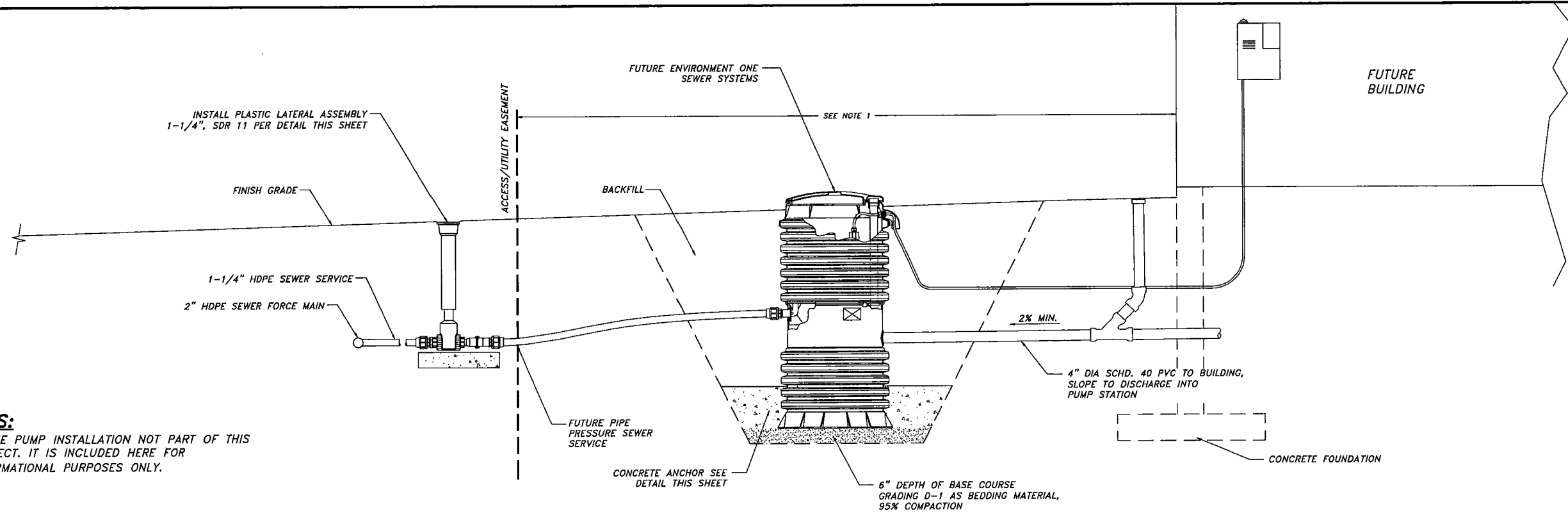
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CITY AND BOROUGH OF JUNEAU , ALASKA

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SHEET **C5.1**

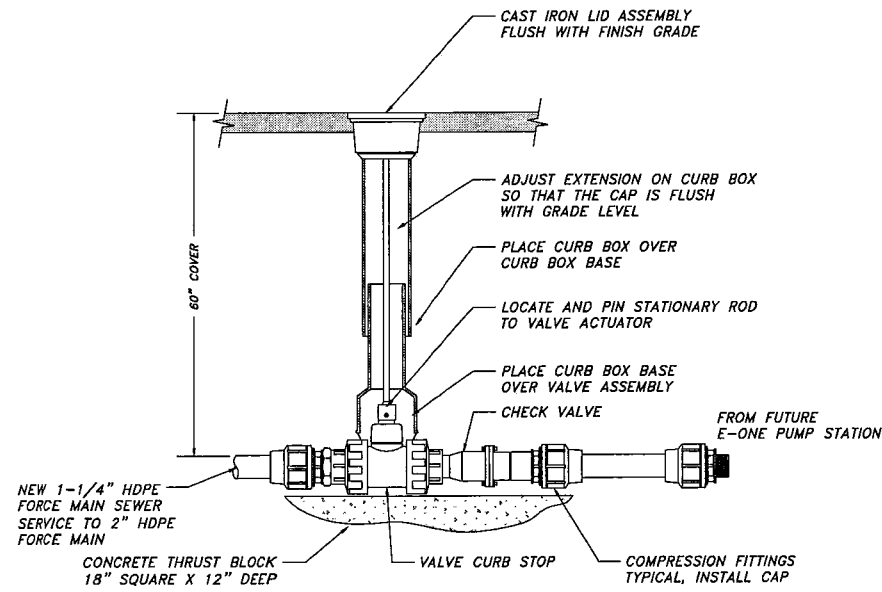
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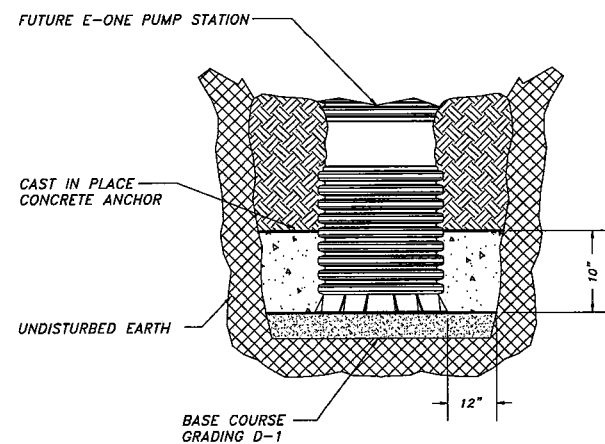


NOTES:
1) E-ONE PUMP INSTALLATION NOT PART OF THIS PROJECT. IT IS INCLUDED HERE FOR INFORMATIONAL PURPOSES ONLY.

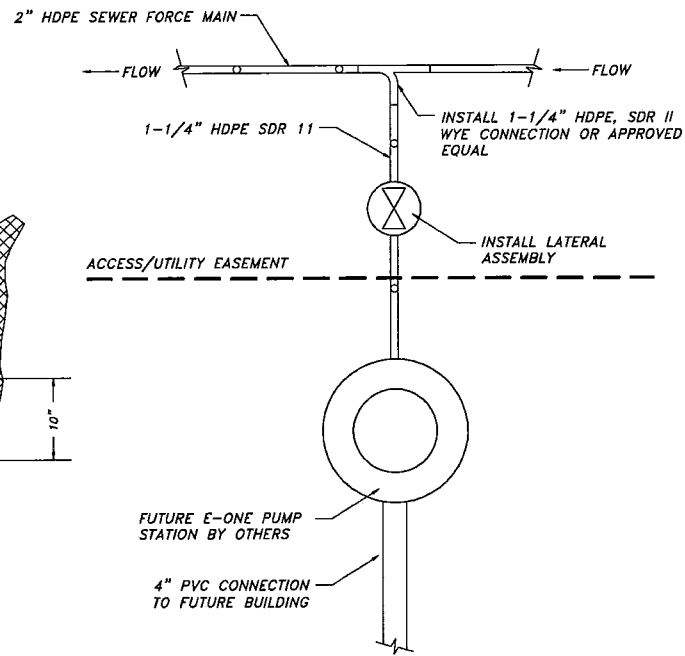
1 E-ONE PUMP STATION DETAIL
N.T.S.



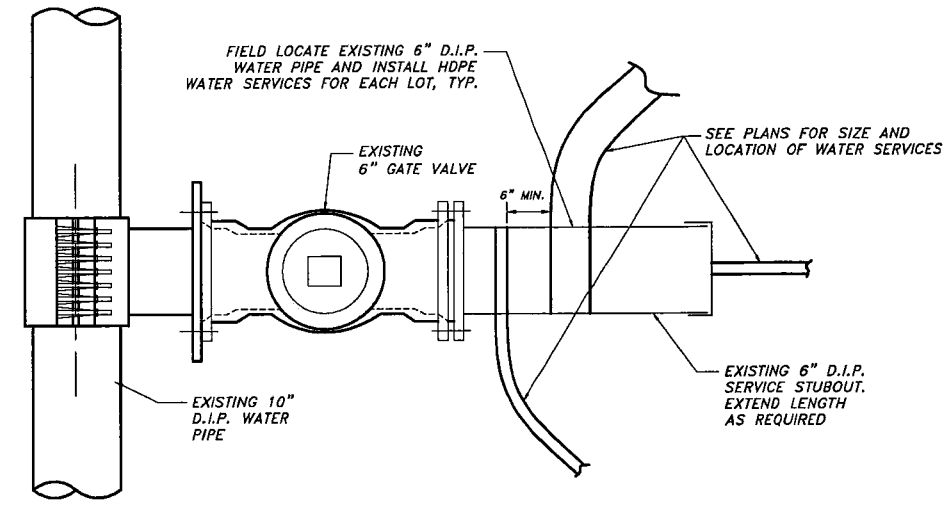
2 SEWER LATERAL ASSEMBLY 1-1/4", SDR II DETAIL
N.T.S.



3 CONCRETE ANCHOR DETAIL
N.T.S.



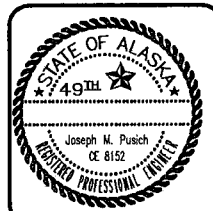
4 DISCHARGE PIPING PLAN VIEW
N.T.S.



5 CONNECTION TO EXISTING WATER LINE DETAIL
N.T.S.

NOTES:
1) INSTALL TRACER WIRE ON WATER SERVICES, TYP.
2) 14" MIN. SPACING REQUIRED BETWEEN TAPS ON SAME SIDE OF BARREL. 6" MIN. SPACING REQUIRED BETWEEN TAPS ON OPPOSITE SIDES OF BARREL.

CONSTRUCTION DETAILS



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DATE: JUNE 5, 2014
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SHEET C5.2

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FILE					
No.	DATE	REVISION	BY	APPROV.	



**PLANNING COMMISSION
NOTICE OF DECISION**

Date: March 26, 2014

File No.: SMP2014 0001

John Armstrong
PO Box 35513
Juneau, AK 99803

Application For: Preliminary Plat approval for a Major Subdivision of three lots to nine lots at the southeast corner of Sherwood Lane and Glacier Highway.

Legal Description: Sherwood Estates Block B Lots 1, 2, and 3

Property Address: 2767 Sherwood Lane

Parcel Code No.: 4-B17-0-110-016-0; 4-B17-0-110-015-0; and 4-B17-0-110-014-0

Hearing Date: March 25, 2014

The Planning Commission, at its regular public meeting, adopted the analysis and findings listed in the attached memorandum dated March 13, 2014, and approved the preliminary plat to be conducted as described in the project description and project drawings submitted with the application and with the following conditions:

1. Prior to Final Plat Approval, the applicant shall submit a joint use and maintenance agreement that includes a Hold Harmless statement referencing the City and Borough of Juneau, for the access and utility easements to be recorded with plat.
2. Prior to Final Plat Approval, the applicant shall submit detailed drawings of the proposed utilities and driveway meeting all applicable CBJ Engineering standards.
3. Prior to construction of the subdivision improvements, the applicant shall submit a detailed drainage management plan consistent with CBJ §49.35.510.
4. Prior to grading or paving of access easements the applicant will contact Community Development Staff to flag the required habitat setback.
5. Stormwater features will be required prior to development to comply with CBJ 19.12.120 Stormwater Quality and the CBJ Manual of Stormwater Best management Practices.
6. Prior to Final Plat recording, the applicant will be required to install improvements for public water and sewer to all proposed lots, or shall bond for improvements.
7. Prior to Final Plat Approval, the applicant shall define, fire apparatus turnaround and drainage on the plat.
8. Prior to Final Plat Approval, the applicant shall submit a plan detailing topography of the subject parcels.
9. Prior to Final Plat Approval, the applicant shall label on the plat the No Disturb and No Build setbacks.
10. Prior to Final Plat Approval, the applicant shall add the following note to the plat:

John Armstrong
File No.: SMP2014 0001
March 26, 2014
Page 2 of 2

ADVISORY NOTE

This subdivision is in close proximity to the Hagevig Regional Fire Training Center which can produce increased noise levels and foul smells. Noises may include sirens, radios, weapons firing blanks and other loud noises. Smells may include smoke from the burning of diesel fuel and other burning activities. The use of chemical extinguishing agents may be used as part of its normal training activities. These activities can occur on nights and weekends and may occur between the hours of 5am and 11pm.

Attachment: March 13, 2014 and March 25, 2014 memorandum from Jonathan Lange, Community Development, to the CBJ Planning Commission regarding SMP2014 0001.

This Notice of Decision does not authorize any construction. Prior to starting any project, it is the applicant's responsibility to obtain the required building permits.

This Notice of Decision constitutes a final decision of the CBJ Planning Commission. Appeals must be brought to the CBJ Assembly in accordance to CBJ §01.50.030. Appeals must be filed by 4:30 P.M. on the day twenty days from the date the decision is filed with the City Clerk, pursuant to CBJ §01.50.030 (c). Any action by the applicant in reliance on the decision of the Planning Commission shall be at the risk that the decision may be reversed on appeal (CBJ §49.20.120).

Effective Date: The permit is effective upon approval by the Commission, March 25, 2014.

Expiration Date: The permit will expire 18 months after the effective date, or September 25, 2015 if no Building Permit has been issued and substantial construction progress has not been made in accordance with the plans for which the subdivision permit was authorized or no final plat has been approved. Application for permit extension must be submitted thirty days prior to the expiration date.

Project Planner: Jonathan Lange
Jonathan Lange, Planner
Community Development Department

Dennis Watson
Dennis Watson, Vice-Chair
Planning Commission

Cezarcel M. Green
Filed With City Clerk Deputy Clerk

3/27/2014
Date

cc: Plan Review

NOTE: The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this subdivision. ADA regulations have access requirements above and beyond CBJ - adopted regulations. Owners and designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.

ATTACHMENT E