



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
**MEMORANDUM OF AGREEMENT**

PROJECT NAME: **STERLING HWY MP 45-60  
SUNRISE TO SKILAK ROAD RECONSTRUCTION**  
STATE PROJECT #: **Z530140000**  
FEDERAL-AID PROJECT #: **0212015**  
PARCEL #: **17-18, 19A & B, 20, 22-32 (15 total)**

AGREEMENT has been reached this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, between the owner(s) of the above designated parcel(s) and the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), for the purchase of said parcel(s). The amount to be paid, and other considerations to be given in full satisfaction of this Agreement, are as follows:

Right-of-Way Acquisition:	\$ 1,425,800.00	
Administrative Settlement	\$ 400,000.00	
Retention Value	\$ 0	
		Total Compensation \$1,825,800.00

Fixtures and improvements purchased: None  
Land purchased: 143.185 acres under Z530140000 (184.246 acres total).

Damages are a considerations:  yes  no Amount of Damages included in total compensation: \$402,692.00 (Included in ROW Acquisition total of \$1,425,800.00 indicated above and below.)

1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the owner(s).
2. This Memorandum embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
3. The owner(s) hereby agree that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said owner(s) agree to discharge the same.
4. THIS AGREEMENT shall be deemed a CONTRACT, extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representative, successors and assigns of the parties, only when the same shall have been approved by the Regional Chief Right-of-Way Agent on behalf of the DOT&PF.

Other Conditions: ROW to be controlled access without frontage road.  
KPB Assembly to approve sale by April 27<sup>th</sup>, 2022.

Of the total amount of compensation hereinabove agreed upon, the sum of \$ \_\_\_\_\_ shall be paid upon execution and delivery of a good and sufficient:  Warranty Deed  Easement or  Other: Quitclaim deed, and the balance of the compensation, amounting to \$ \_\_\_\_\_ shall be paid upon compliance by the owner(s) with the terms hereof.

Disbursement of funds will be made in the following manner:

Payee	Amount of Payment
Kenai Peninsula Borough	\$1,825,800.00

The Owner(s) certify that there are no known hazardous materials on the property.

The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above.

**STATE OF ALASKA DEPARTMENT OF TRANSPORTATION  
& PUBLIC FACILITIES**

**KENAI PENINSULA BOROUGH:**

\_\_\_\_\_  
REGIONAL PRE-CONSTRUCTION ENGINEER Date  
Note: Regional Pre-Construction Engineer or Designee must sign when construction consideration is involves

By: \_\_\_\_\_  
Its: \_\_\_\_\_ Date

BY: \_\_\_\_\_  
RIGHT-OF-WAY AGENT Date

\_\_\_\_\_  
REGIONAL CHIEF RIGHT-OF-WAY AGENT Date  
Region: Central