



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

MEMORANDUM OF AGREEMENT
FOR RIGHT OF WAY DISPOSAL

PROJECT NAME: TRUNK ROAD RECONSTRUCTION
STATE PROJECT #: 52432
FEDERAL-AID PROJECT #: STP0001(117)
PARCEL #: 34 ROW (Bid) No.: R282.016

AGREEMENT has been reached this _____ day of _____, 2017, between _____ (hereinafter **BUYER**) and the **DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES** (hereinafter **SELLER**), for the purchase of the fee simple interest in and all improvements located on the parcel described above. The amount of the purchase, and other considerations to be given in full satisfaction of this Agreement, are as follows:

Right-of-Way Disposal:

Fixtures & improvements	\$ UNKNOWN
Closing Costs	+ \$ UNKNOWN
Proration of 2017 taxes (Buyer)	+ \$ UNKNOWN
Performance Security	- \$ 2,000.00
Total Purchase	\$ UNKNOWN

Personal Property \$ Bill of Sale
Land purchased: 132,422 (sq.ft.) 3.04 (acres)

Damages are a considerations: ☐ yes ☒ no Amount of Damages \$ 0 deducted from total purchase price.

Other Conditions: NONE

Closing shall be at a place, date, and time to be determined by the parties but not later than five (5) working days after the DOT&PF issues its Award Letter. If the transaction is not closed by said date, this Memorandum of Agreement shall expire, unless extended in writing by the DOT&PF. Possession shall be given upon recording.

The full balance due shall be paid at closing. Taxes and Special Assessments, if any, shall be prorated between the parties as of the day of closing. The Seller shall convey its interest by a Commissioner's Quit Claim Deed and Bill of Sale, which the Buyer has read and approved.

3. Buyer shall pay all closing expenses, if any.

4. All property improvements are sold "as-is where-is" with no expressed or implied warranty being conveyed.

This Memorandum of Agreement embodies the whole Agreement between the parties hereto, as to the purchase of said real property and all improvements, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.

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 Director or his designee on behalf of the DOT&PF.

Of the total purchase price hereinabove agreed upon, the sum of \$ UNKNOWN shall be paid upon execution and delivery of a good and sufficient: ☒ Commissioners Quit Claim Deed, ☐ Easement, ☐ Temporary Const. Permit, ☒ Bill of Sale and/or ☐ Other, and the balance of the purchase price, amounting to \$ 0.00 shall be paid upon compliance by the seller with the terms hereof.

Receipt of funds will be received in the following manner:

From Buyer: Amount of Purchase:

The Seller certifies that there are no known hazardous materials on the property.

The terms of this Contract are understood and assented to by the parties and purchase shall be made in accordance with the above.

DEPARTMENT OF TRANSPORTATION & PUBLIC
FACILITIES

BUYER

REGIONAL PRE-CONSTRUCTION ENGINEER Date

Date

Note: Regional Pre-Construction Engineer or Designee must sign
when construction consideration is involved

Date

APPROVED FOR PURCHASE AS ABOVE

Regional Chief Right of Way Agent Date
Region: Central

RIGHT-OF-WAY AGENT Date