



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Transportation and
Public Facilities

DESIGN & ENGINEERING SERVICES
CENTRAL REGION RIGHT OF WAY

PO Box 196900
Anchorage, Alaska 99519-6900
Phone: 907.269.0700
Toll Free: 800.770.5263
TDD: 907.269.0473
TTY: 800.770.8973
Fax: 907.269.0828

December 5, 2019

Katie Koester, City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603-7624

RE: Homer Lake Street Rehabilitation
Project No. Z524610000
Parcel No. 1

Dear Ms. Koester:

As you may know, the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) plans to improve Lake Street in Homer. This federally funded improvement project will rehabilitate Lake Street between the Sterling Highway and Pioneer Avenue/East End Road. The project is intended to extend the life of the road way, improve pedestrian, bicycle facilities, and improve drainage. Additional information can be found on our project website at <http://dot.alaska.gov/creg/hlsr/index.shtml>.

In reviewing the project documents and plans it has come to our attention that the City of Homer still has an interest in a portion of the existing Sterling Highway at its intersection with Lake Street. This information is based on a title report from First American Title. While DOT&PF does not have an issue with this prescriptive use, you may wish to consider limiting any liability you may have by conveying this land to DOT&PF for addition to the existing right of way under the above-mentioned project.

If you would like to convey this land, currently being used for the Sterling highway, to the existing right of way, all the documents necessary to complete the conveyance of this property are enclosed and include:

(1) **A Memorandum of Agreement (MOA)**: The MOA puts the details of this transaction in writing.

"Keep Alaska Moving through service and infrastructure."

(2) **Warranty Deed:** This document will be used to convey the permanent rights in the property. The parcel plats attached represent the specific conveyance area. This document will need to be notarized.

If everything appears to be in order, please sign all documents where indicated, have the conveyance document notarized, and return them to me in the attached postage paid envelope, no later than December 31, 2019. I will forward you a complete package of all the documents when I have all required signatures.

Please call me if you have any questions. I can be reached at 1-800/770-5263 ext. 0709 or via email at marcie.decarli@alaska.gov.

Sincerely,
Marcie DeCarli



Right of Way Agent

Enclosures: As Stated



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

WARRANTY DEED
(Corporate/Partial Property)

PROJECT NAME: HOMER LAKE STREET
REHABILITATION

STATE PROJECT #: Z5246100000

FEDERAL-AID PROJECT #: 0001422

PARCEL #: 1

The GRANTOR, CITY OF HOMER, whose mailing address is 491 E. Pioneer Avenue, Homer, Alaska 99603-7624, for and in consideration of TEN DOLLARS, and other valuable consideration, in hand paid, conveys and warrants to the GRANTEE, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, whose mailing address is P.O. Box 196900, Anchorage, Alaska 99519-6900, the following-described real estate, located in the State of Alaska:

All that part of the following-described tract of land:

The Northwest one-quarter of the Southeast one-quarter (NW 1/4 SE 1/4) of Section 20, Township 6 South, Range 13 West, Seward Meridian, Alaska, Homer Recording District, Third Judicial District, State of Alaska;

SAVE AND EXCEPT that portion of land lying East of the Homer Spit Road in it's present location;

FURTHER EXCEPTING that portion deeded to the State of Alaska, Department of Highways in deed recorded in Book 75 at Page 67;

AND FURTHER EXCEPTING that portion deeded to the State of Alaska, Department of Transportation and Public Facilities in deed recorded in Book 264 at Page 326.

which lies within the right-of-way lines of Alaska Project No. Z524610000, delineated as to said tract of land on the plat attached hereto and made a part hereof as pages 3 and 4 of this instrument and designated as Parcel No. 1. Said parcel, containing 9,195 square feet, more or less, in addition to existing right-of-way, is hereby conveyed to the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES.

DATED this ___ day of _____, 2019

City of Homer

Katie Koester, City Manager

Filed for Record at the Request of
and Return to: State of Alaska
DOT&PF
P.O Box 1969000
Anchorage, Alaska 99519
State Business-No Charge

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
 : ss
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Katie Koester, City Manager, for The City of Homer, a company, known to me to be the identical individual who executed the foregoing instrument, and they acknowledged to me that they executed the same as the free and voluntary act of said company, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE




THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2019.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

By: _____
For the Commissioner

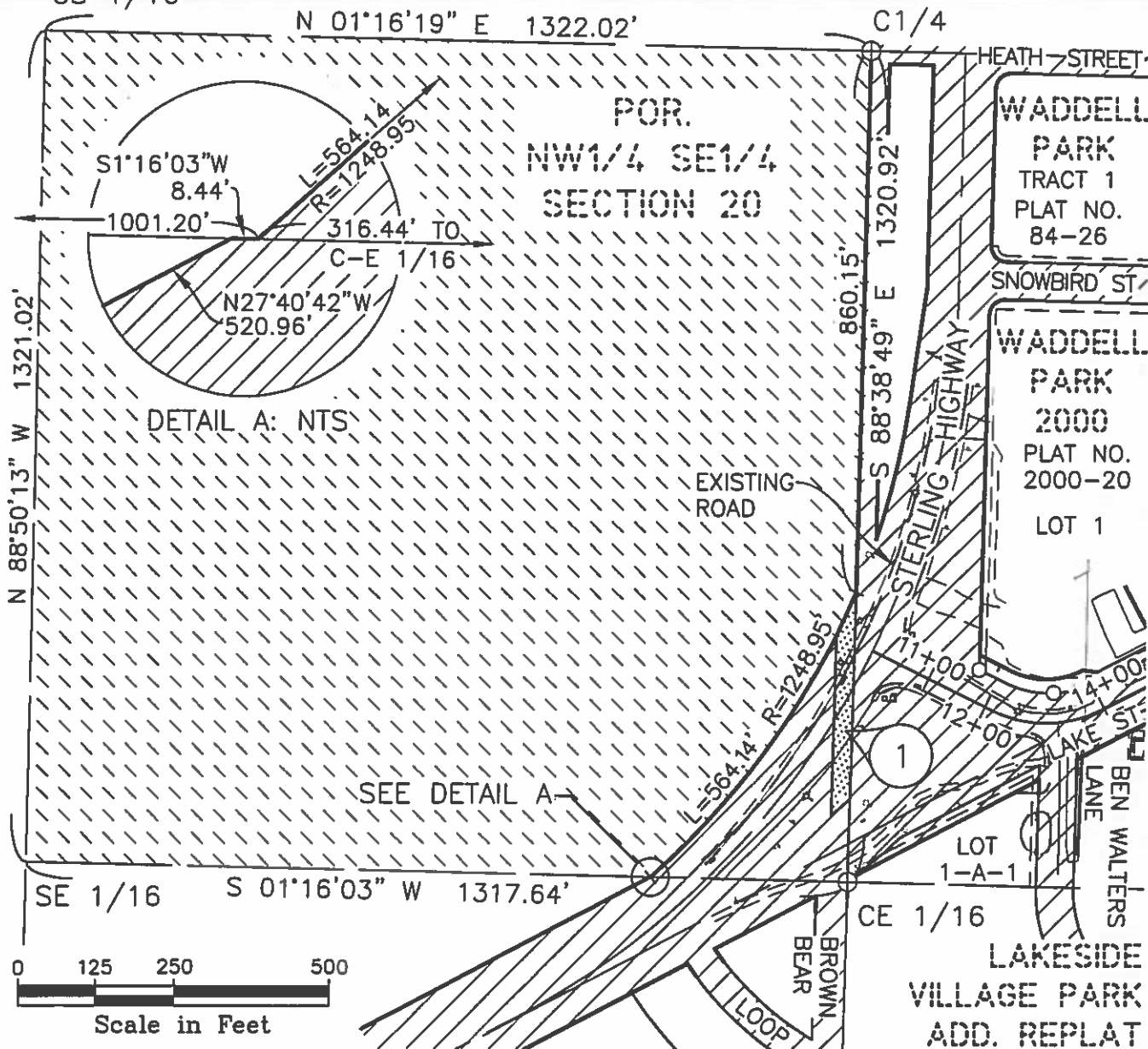
THIS PLAT SHOWS ENTIRE REMAIN. SEE PLAT 2 OF 2 FOR DETAILS AND DIMENSIONS FOR TAKE.

-  EXISTING RIGHT-OF-WAY
-  RIGHT-OF-WAY REQUIRED
-  AREA REMAINING

SEC. 20
S. M.
T6S R13W

CS 1/16

RECORD PER 87-37RS HRD






STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

RIGHT-OF-WAY REQUIRED FOR
**HOMER LAKE STREET
 REHABILITATION**
 PROJECT NO. 0001422/Z524610000

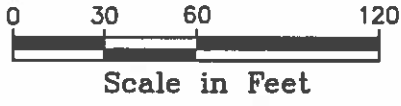
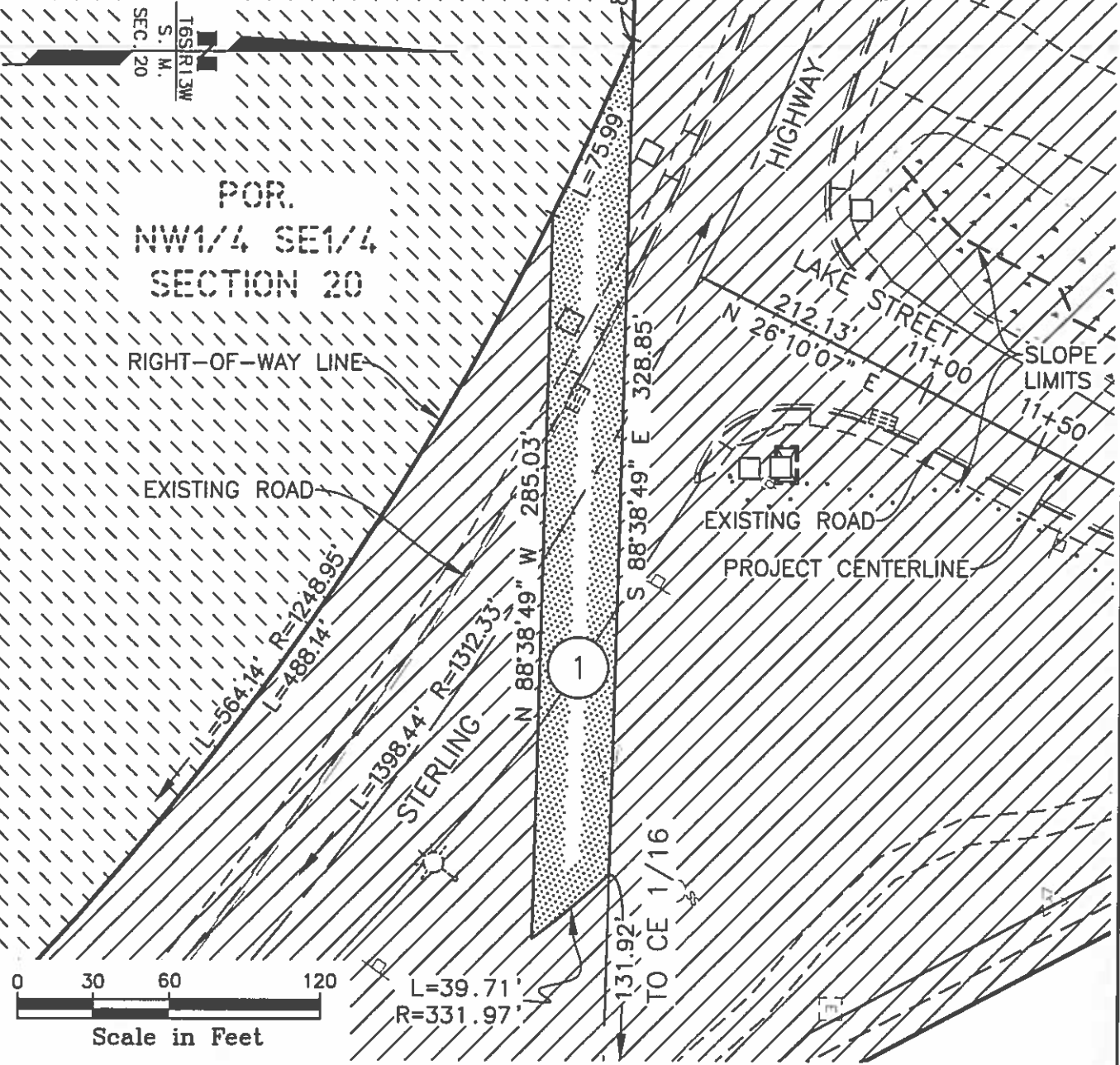
OWNER'S INITIAL _____
 ATTACHED TO Warranty Deed
 PAGE 3 OF 4 DATED _____

PLAT 1 OF 2 GROSS TAKE 9,195 S.F.
 NET TAKE 9,195 S.F.
 DRAWN BY AFF REMAIN 38.623 AC
 DATE May 2017 PARCEL NO. 1

W:\Projects\Homer\Homer Lake Street Rehab\Engineering\Parcels\52461 Parcel 1.L 5/23/2017 8:17:50 AM

-  EXISTING RIGHT-OF-WAY
-  RIGHT-OF-WAY REQUIRED
-  AREA REMAINING

THIS PLAT SHOWS ENTIRE TAKE.
SEE PLAT 1 OF 2 FOR DETAILS
AND DIMENSIONS FOR REMAIN.



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

RIGHT-OF-WAY REQUIRED FOR
**HOMER LAKE STREET
REHABILITATION**
PROJECT NO. 0001422/Z524610000

OWNER'S INITIAL _____
ATTACHED TO Warranty Deed
PAGE 4 OF 4 DATED _____

PLAT 2 OF 2	GROSS TAKE	9,195 S.F.
	NET TAKE	9,195 S.F.
DRAWN BY <u>AFF</u>	REMAIN	38.623 AC
DATE <u>May 2017</u>	PARCEL NO.	<u>1</u>

W:\Projects\Highways\POWER\52461-Homeer Lake Street Rehab\Eng\Insering\Parcel\52461 Parcel_L2_5/23/2017 8:19:35 AM



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

MEMORANDUM OF AGREEMENT

PROJECT NAME: HOMER LAKE STREET
REHABILITATION

STATE PROJECT #: Z524610000

FEDERAL-AID PROJECT #: 0001422

PARCEL #: 1

AGREEMENT has been reached this _____ day of _____, 2019, between the owners of the above designated parcel(s) and the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, for the purchase of said parcel. The amount to be paid, and other considerations to be given in full satisfaction of this Agreement, is as follows:

Right-of-Way Acquisition
Land Acquisition: 9,195SF

Damages are a considerations: yes no Amount of Damages \$0.00 included in total compensation

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.
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 hereby agrees 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 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 Department.

Other Conditions: None.

Of the total amount of compensation hereinabove agreed upon, the sum of \$0.00 shall be paid upon execution and delivery of a good and sufficient: Warranty Deed Easement Deed Temporary Const. Easement Temporary Const. Permit or Other, and the balance of the compensation, amounting to \$0 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
City of Homer	\$0.00

The Owner certifies 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

City of Homer

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

BY: _____ Date
ITS: _____

BY: _____ Date
RIGHT-OF-WAY AGENT

REGIONAL CHIEF RIGHT-OF-WAY AGENT _____ Date
Region: Central