

MEMORANDUM OF AGREEMENT

No. 2526H226

Between

STATE OF ALASKA

Department of Transportation and Public Facilities

Alaska Marine Highway System

And

CITY OF WHITTIER

Regarding

LAND USE PERMIT

The Alaska Marine Highway System (AMHS) and the City of Whittier (City) enter this Memorandum of Agreement (MOA) concerning a land use permit for the use of the off-site parking area abutting the northerly portion of AMHS' Whittier Ferry Terminal.

RECITALS

WHEREAS, the City is a second-class city and empowered to enter agreements with the State, AS 29.35.010(13); and

WHEREAS, the Whittier City Manager is authorized under WMC 3.36.350(B) to issue a short-term use agreement for a period not to exceed 1 year; and

WHEREAS, state law authorizes DOT&PF to cooperate, coordinate, and enter agreements with local government entities in exercising its powers and duties, AS 44.42.020(a)(6); and

WHEREAS, DOT&PF and its marine division, AMHS, is responsible for managing, operating, and maintaining State ferries and associated terminal facilities, AS 44.42.020(a)(7); and

WHEREAS, AMHS requires off-site parking to accommodate vehicle traffic at its Whittier Ferry Terminal; and

WHEREAS, the City holds legal title to a land parcel of approximately 7,000 square feet lying adjacent to the northerly boundary of AMHS' Whittier Ferry Terminal; and

WHEREAS, the City is willing to issue a land use permit for the referenced lot to AMHS, and AMHS is willing to pay for that land use permit for the use of the lot from the City.

NOW, THEREFORE, in consideration of the mutual undertakings addressed in this MOA, AMHS and the City agree as follows:

TERMS OF AGREEMENT

1. **Lot for Land Use Permit:** The City issues a land use permit to AMHS and AMHS pays for that land use permit for the use of the City property described below:

A parcel of land located within the Alaska Railroad Whittier Reserve situated in the Anchorage Recording District, Third Judicial District, State of Alaska and further described as follows:

Beginning at the Northwest corner of Alaska Marine Highway System Lease Contract No. 8459, thence N 56°06'54" E, a distance of 44.46 feet along the north boundary of said lease No. 8459 to the True Point of Beginning.

Thence, from said True Point of Beginning, continuing on the north lease boundary of said lease No. 8459, N 56°06'54" E, a distance of 64 feet to a point on the line established by the Interior Board of Land Appeals 96-235;

Thence, S 76°37'11" E, a distance of 10.7 feet to the southwest corner of Tract G-1, A.T.S. 1545;

Thence, N 54°05'38" E, a distance of 98 feet along the south boundary line of Tract G-1, A.T.S. 1545;

Thence, N 36°01'08" W, a distance of 51 feet;

Thence, S 51°42'38" W, a distance of 69 feet;

Thence, S 46°34'36" W, a distance of 96 feet;

Thence, S 37°03'41" W, a distance of 5 feet;

Thence, S 35°50'45" E, a distance of 25 feet to the True Point of Beginning.

These premises described contain approximately 7,000 square feet more or less and are identified in attached Exhibit A as the AMHS Off-Site Parking Area. In this agreement, the parties refer to these permitted premises as the "Lot."

2. **Compensation:** The City issues a land use permit for the use of the Lot to AMHS in exchange for the annual payment of \$14,214.61 for the use of the Lot as the term of agreement for MOA 2526H226 is for 1 year.

The City of Whittier shall submit an invoice to the AMHS in April 2026 for this agreement.

Invoices issued by the City of Whittier shall be sent to the following address:

State of Alaska Department of Transportation and Public Facilities
AMHS Ketchikan Central Office
7559 N. Tongass Highway
Ketchikan, AK 99901
dot.amhs.kco.accting@alaska.gov

Remittance to the City of Whittier shall be sent to the following address:

City of Whittier
P.O. Box 608
Whittier, AK 99693

3. **Term:** This land use permit is for a period of 1 year, which commences on April 12, 2026, and expires on April 11, 2027.
4. **Uses:** AMHS authorized use of the Lot in the land use permit includes the following:
 - a. AMHS may use the Lot to provide vehicle parking for its customers and employees.
 - b. It may be prohibited by members of the public who are not customers or employees.
 - c. It may post parking-related signs in and around the Lot.
 - d. It may perform any other tasks incidental to effective operation and management of the Lot.
5. **AMHS Responsibilities:** AMHS agrees as follows:
 - a. During the term of the land use permit, AMHS may grade and/or fill the Lot surface with gravel aggregate, as it deems appropriate.
 - b. Aside from surface grading or application of gravel fill, AMHS will consult with the City before making Lot improvements, if any.
 - c. At the expiration of the land use permit term, AMHS will relinquish the Lot in the same general condition as existed at permit commencement, plus any improvements.
6. **City Responsibilities:** The City agrees as follows:
 - a. The City warrants that before executing this agreement and any renewal, it has disclosed to AMHS all hazards known or believed to exist on the Lot, if any.
 - b. The City warrants that it holds proper title to the Lot and that AMHS shall have exclusive, and peaceable possession and enjoyment of the Lot throughout the term of the permit, provided it remains current on its payments as described in Section 2 - Compensation.
7. **General Provisions:**
 - a. Nothing in this agreement will be construed: (1) as creating the relationship of principal-agent, partnership, or joint venture between the two parties; or (2) as conferring any legal rights, privileges, or immunities or as imposing any legal duties or obligations on any person or persons other than the parties named in this agreement.
 - b. This document constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, oral or written, regarding the matters addressed in this agreement.

Department of Transportation and Public Facilities, Alaska Marine Highway System

By: _____ Date: _____
Craig Tornga, General Manager

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2026.

Notary Public in and for Alaska
My commission expires: _____

City of Whittier

By: _____ Date: _____
Jackie Wilde, City Manager

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2026.

Notary Public in and for Alaska
My commission expires: _____