

Juneau Lot C-1
Due Diligence Report

BACKGROUND: Lot C-1 is located at the southwest corner of Whittier Street and Egan Drive in the City and Borough of Juneau (CBJ), and is legally known as T. 41 S., R. 67 E., Copper River Meridian, Alaska Section 23: Lot C1; containing 2.9 acres and can be found on Plat 2009-37 (Appendix A). This parcel is owned by the Alaska Mental Health Trust and is currently vacant, following demolition of an older U.S. Navy storage depot/warehouse building.



Photo 1: Aerial View of Downtown Juneau

CBJ CODE:

The City and Borough of Juneau Code of Ordinances (CBJ Code) provides guidelines that help implement the policies of the Comprehensive Plan, ensure that future growth and development is in accordance with the values of Juneau's residents, and to recognize the economic value of land and encourage its proper and beneficial use.

Zoning District: MU2 (Mixed Use 2): The Mixed Use 2 (MU2) District, is intended to place a greater emphasis on residential development than is the case in the MU district. A range of residential development types is allowed, as well other commercial and retail uses. Multifamily residential uses are allowed at a density of up to 80 units per acre (49.25.220).

Use Category: Table 49.25.300, Appendix B, details permissible uses permitted in each zoning district. The number "1" indicates that the use requires Department approval; "2" indicates that

the use requires an allowable use permit from the Planning Commission; “3” indicates that a conditional use permit is required from the Planning Commission. A combination of numbers indicates that the approval criteria is dependent on whether the project is considered major or minor, as detailed in CBJ Code 49.20.300c. In commercial and mixed-use districts, a minor development is a residential development containing 12 or fewer dwelling units, 12 or fewer bedrooms leased on a daily or weekly basis, or a nonresidential building totaling less than 10,000 square feet or using less than one-half acre of land in total. A major development is any activity that does not fit the definition of a minor development.

Dimensional Standards: CBJ CODE 49.25.400 provides dimensional standards for properties in the MU2 District and are detailed below in Table 1 for permitted uses. The parcel meets all of the lot dimension standards, and any development will have to conform to coverage, height, and setback requirements.

Table 1: Dimensional Standards

Minimum Lot Dimensions					Setbacks (ft)			
Area (sq. ft)	Width (ft)	Depth (ft)	Coverage (%)	Height (ft)	Front	Street Side	Rear	Side Yard
4,000	50	80	80	45	5	5	5	5

Parking: Per CBJ Code 49.40.210, the number of parking spaces per square foot based on use is listed below (*complete list of minimum parking standards can be found in CBJ Code 49.20.210a*):

Table 2: Parking Requirements

Use	Spaces Required
Warehouse, storage, wholesale	1 per 1,000 sqft gross floor area (gfa)
Restaurants or alcoholic beverage dispensaries	1 per 200 sqft gfa
Retail commercial	1 per 300 sqft
Convenience store	1 per 250 sqft gfa
Library or museum	1 per 600 sqft gfa
Single-family and duplex	2 per dwelling unit
Multifamily units	1 per 1 bedroom; 1.5 per 2 bedroom; 2 per 3 or 4 bedroom
Hotel	1 per 4 units
Theater	1 per 4 seats
Medical or dental	1 per 200 sq. gfa

Vegetative Cover: Per CBJ Code 49.50.300, a minimum percent by area of each development site shall be maintained with live vegetative cover. For this parcel in the MU2 District, five percent of the lot must be covered in live vegetation.

LAND USE:

2016 City and Borough of Juneau Land Management Plan: The 2016 Juneau Land Management Plan is an update to the original 1995 plan, which provides goals and objectives for land management within the City and Borough. This plan does not specifically call out Lot C-1, however the goals for land management are as follows:

- 1) Continue the land disposal program which systematically places CBJ into private ownership.
- 2) Provide direction on the best use of CBJ owned land for both development and preservation.
- 3) Conduct CBJ land disposals in a manner that promotes compact urban growth and efficient expansion of municipal utilities and services.
- 4) Maintain the Land Management Plan. As required under CBJ Code 53.09.180.

2013 Juneau Comprehensive Plan: The 2013 Comprehensive Plan of the City & Borough of Juneau (Comp Plan) is a long-range blueprint to help guide growth and development over the next 20 years and provides policies and actions to implement the visions and goals in the plan. The Comp Plan states that new development should occur as in-fill development on vacant or underutilized parcels, such as Lot C-1. The Land Use Map (Appendix A) identifies Lot C-1 as Traditional Town Center (TTC) within an urban area. Lands within the TTC designation are characterized by both high density residential and non-residential uses in downtown areas and are generally near shopping centers or major employment and public transit corridors. This land use designation is suitable for a mixture of retail, office, general commercial, and high density residential uses. The Comp Plan states “residential and non-residential uses could be combined within a single structure, including off-street parking. Ground floor retail space facing roads with parking behind the retail and housing above would be an appropriate and efficient use of the land.” Land uses adjacent to this site are Traditional Town Center (TTC) and Marine Commercial (MC). Lot C-1 is in Subarea 6 of Juneau, and the Comp Plan identifies guidelines and considerations for development within this area, located in Appendix C.

Chapter 11 of the 2013 Comprehensive Plan of the City & Borough of Juneau identifies natural resources and hazards within subareas, and Lot C-1 is within Subarea 6, listed below:

Type	General Location
Wildlife	Six eagle nests around Downtown Juneau
Stream and Lakeshore Corridors	Gold Creek upstream from Cope Park
Wetlands/Tidelands	Gold Creek Tidelands
Hazards	Flooding
Watershed	Gold Creek/Last Chance Basin
Cultural and Historic Resources	Subarea-wide

2010 Downtown Juneau Parking Management Plan: The 2010 Downtown Juneau Parking Management Plan is an attempt to address the insufficient supply of parking in Downtown Juneau, which has been an issue for many years. This plan details the need for additional parking, as well as better management of the existing infrastructure. Lot C-1 is within Phase 2 of the plan, southwest of a PD-1 Parking District. Phase 2 is designated for future parking management efforts.

2008 Waterfront Design Guidelines: This document presents design guidelines for Juneau's waterfront areas and designates Lot C-1 as part of the Waterfront Area. The majority of buildings in this area are less than 35 feet tall, and direct access to the waterfront should be maintained in waterfront areas. The plan states that "the vision for Egan Drive is to create an environment that celebrates the arrival to Downtown Juneau," with the implementation of enhanced landscaping and medians, parking, and pedestrian amenities and scale. This plan encourages architectural character, pedestrian access and canopies, improved streetscapes, and façade elements for new construction. The design standards noted in this plan should be considered for any development on Lot C-1.

2006 Juneau Coastal Management Plan: Lot C-1 is within the Coastal Management Zone of this plan.

2003 Long Range Waterfront Master Plan: This plan is a guidebook to maintain and focus waterfront changes to the important Downtown Juneau waterfront. This plan identifies four overarching goals for the waterfront area, which includes Lot C-1, as follows: enhance community quality of life; strengthen tourism product offerings as well as downtown retail, entertainment, residential, and service activities; improve Juneau's image and attractiveness for investment; and recognize all current waterfront uses. This plan designates Lot C-1 in the Subport area and encourages redevelopment and revitalization in this district. Appendix D provides the concepts organization plan, which further encourages redevelopment of this area, and notes that this parcel and surrounding property in the Subport area have the greatest potential for Juneau's "urban renaissance".

UTILITIES: Plat 2009-37 states "water and sewer provided by CBJ Public Utilities" for this parcel. There is a storm outfall easement located at the northwest property boundary (see Appendix A, Utility Map).

ACCESS: This parcel is located at the intersection of Whittier Street and Egan Drive, providing good access to the site, dependent on approval. There is currently an unpaved access to Whittier Drive from the eastern property boundary.

TOPOGRAPHY: The site is relatively flat and appears to have previously been graded, with the west and south edges of the parcel dropping steeply into the Gastineau Channel (See Appendix A, Site Conditions Map).

SOILS: There are two historic soil reports near Lot C-1; one for an addition to the USCG Station and the other investigation is for the Juneau Subport, which are both to the east of this parcel. The USCG Station

geotechnical investigation was completed by DOWL in April 1994 and the report for the Juneau Support was completed by R&M in November 2009. The following is a summary of each report findings:

USCD Station

Three borings were drilled in the approximate location of the building addition. Fill was placed over the entire site to a depth of approximately 24 feet in depth, which consists of mine spoils from the underground gold mines in Juneau. The material consisted of large rocks to at least 24 inches in size in a mixture of sand and gravel. Groundwater was encountered at the site and fluctuates with the tides. It was concluded that the water table could be as shallow as four feet below the surface.

Juneau Support

Four test borings were drilled at the site, one to a depth of 100 feet and the other three to a depth of 75 feet. The soils were similar to the soils found during the USCD Station geotechnical investigation. Fill was to a depth of 18 to 23 feet below the ground surface. Bedrock was not encountered to depths of 100 feet.

TITLE REPORT: See Appendix E.

Appendix A

MAPS

- Plat 2009-37
- Existing Conditions
Map

TYPICAL MONUMENT DETAIL

N.T.S.

LINE TABLE		
LINE	BEARING & DIST.	RECORD BEARING & DIST.
L1	N 22°52'55"W - 13.49	
L2	N 67°07'05"E - 3.00	
L3	N 10°12'47"W - 3.00	
L4	S 46°14'10"E - 27.55	
L5	N 41°22'50"E - 35.47	
L6	N 81°09'10"E - 54.43	
L7	S 47°39'43"W - 78.98	(S 47°56'37"W - 79.41)
L8	N 49°54'50"W - 6.42	(N 46°18'41"W - 5.99)
L9	S 23°20'00"E - 36.15	

LEGEND

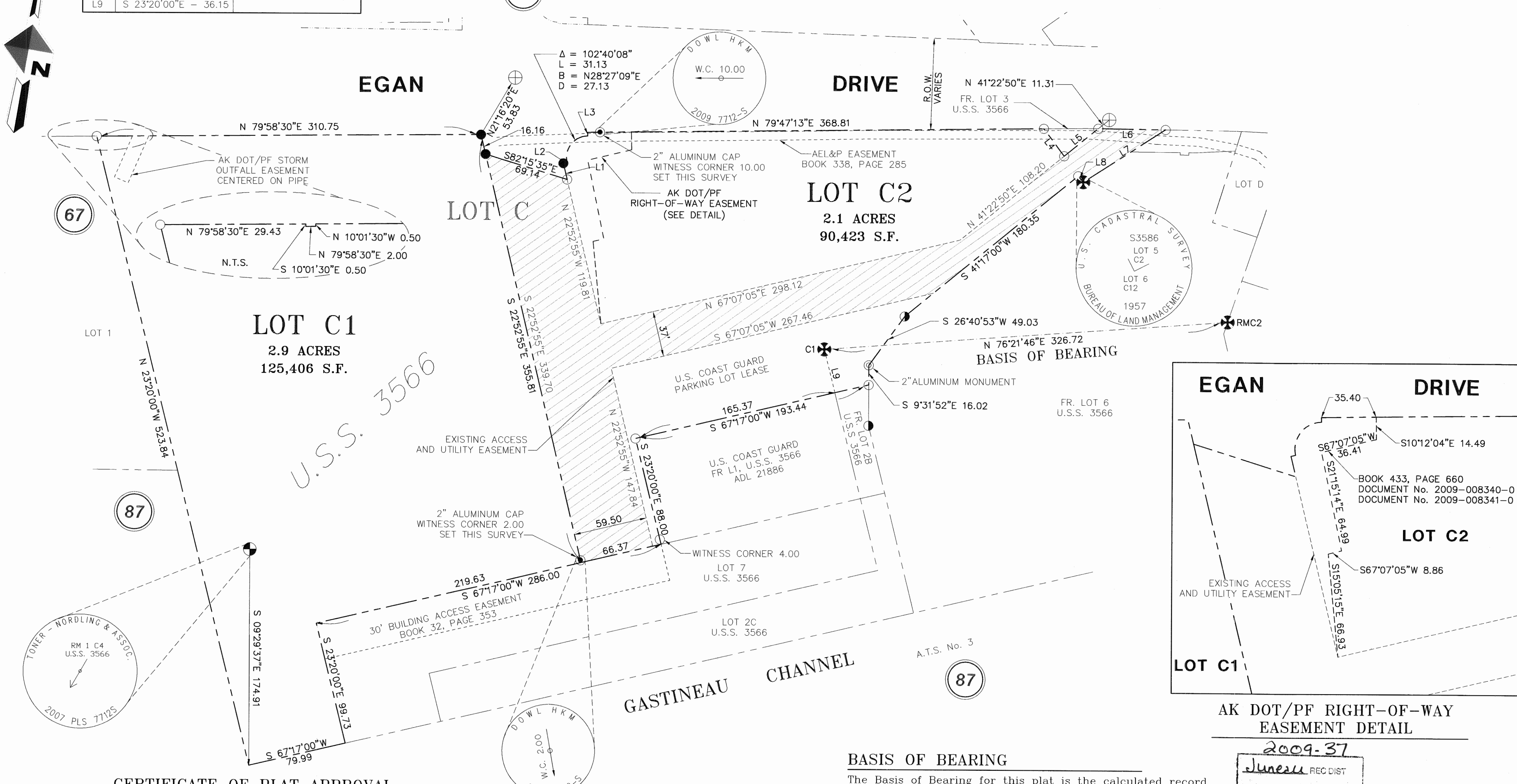
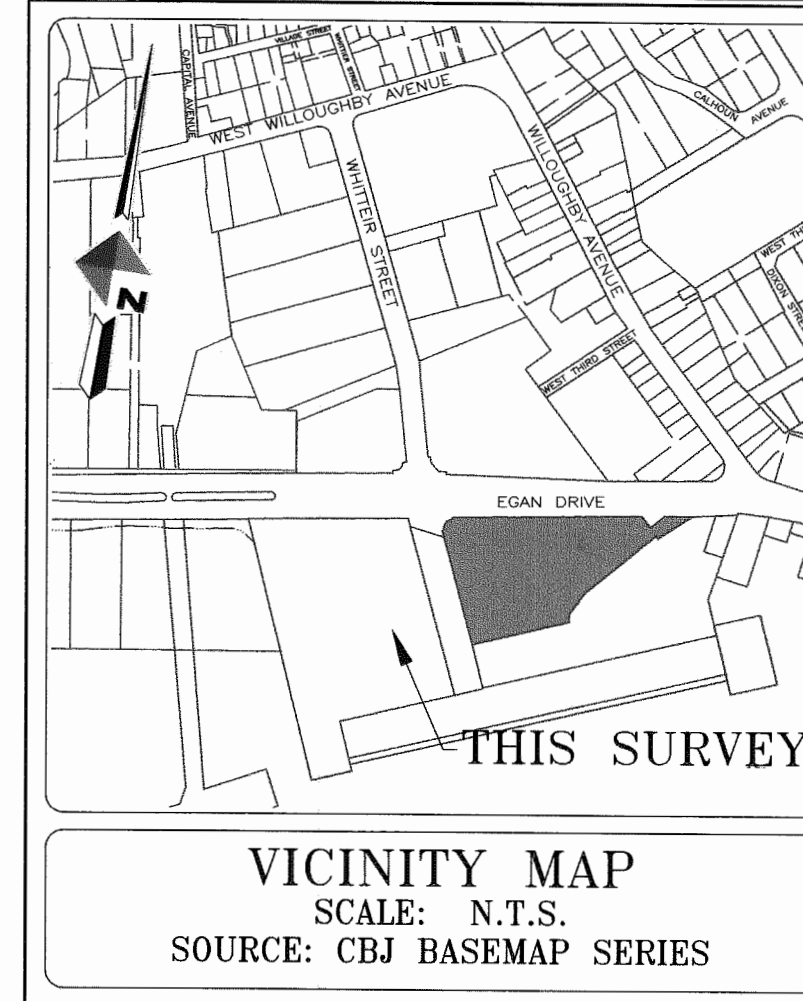
- BLM Brass cap primary monument (U.S.S. 3566) recovered this survey marked as noted.
- AK DOT/PF brass cap centerline or reference monument recovered this survey.
- Primary monument recovered this survey.
- Secondary monument set this survey.
- 5/8" rebar with plastic cap secondary monument marked T-N 7712-S, recovered this survey.
- 5/8" rebar with plastic cap secondary monument by others recovered this survey.
- Set 2" Aluminum Cap witness corner monument.
- Found 2" Aluminum Cap, reset of secondary monument by others.

Property Line
Easement Line

67 Block Number

NOTES

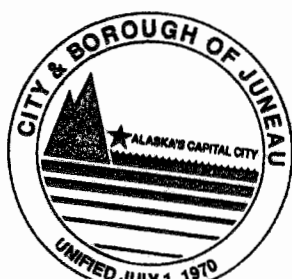
- All distances are measured in U.S. Survey Feet.
- The error of closure in this survey does not exceed 1:5000.
- Record information derived from the official plat Juneau Support Subdivision, a Subdivision of Portions of Lots 1, 2A, 2B, 4 and 5, U.S. Survey 3566, Plat No. 2007-29, Juneau Recording District, Juneau, Alaska.
- Water and sewer provided by CBJ Public Utilities.
- Where record information differs from measured, record information is shown in parentheses, e.g. (325.27).



CERTIFICATE OF PLAT APPROVAL

I hereby certify that the plat shown hereon has been found to comply with Title 4 Community Development Regulations and Title 49 of the Code of the City and Borough of Juneau and is approved by the City and Borough of Juneau Department of Community Development for recording in the office of the Juneau Recording District, Juneau, Alaska.

Dated: December 9, 2009



Director
City and Borough of Juneau
Department of Community Development

Attest:
Clerk
City and Borough of Juneau

BASIS OF BEARING

The Basis of Bearing for this plat is the calculated record bearing of N 76°21'46"E between found original BLM brass cap monuments which mark Cor. 2, Lot 1, and RM Cor 2, U.S. Survey No. 3566.

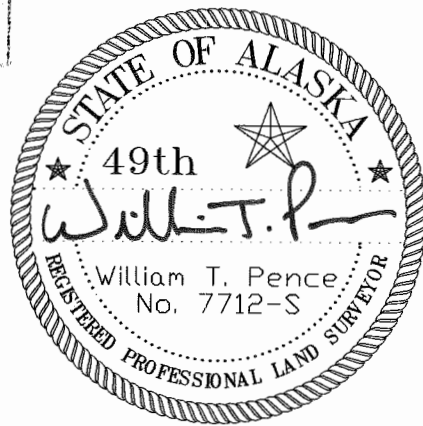
SURVEYOR'S CERTIFICATE

I hereby certify that I am a Professional Land Surveyor registered in the State of Alaska, and that this plat represents the survey made by me or under my direct supervision, that the accuracy of the survey is within the limits required by Title 4 Community Development Regulations and Title 49 of the Code of the City and Borough of Juneau, that all dimensional and relative bearings are correct, and that monuments are set in place and noted upon this plat as presented.

Dated: Sept. 15, 2009

AK DOT/PF RIGHT-OF-WAY EASEMENT DETAIL

2009-37
Juneau REC DIST
DATE 12-11-2009
TIME 3:43 P.M.
Requested By CBJ
Address



CERTIFICATE OF OWNERSHIP AND DEDICATION

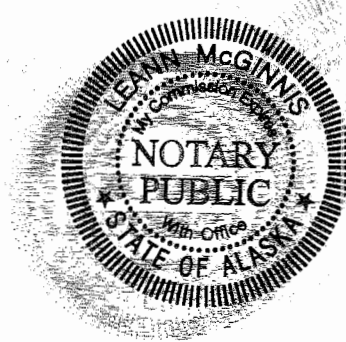
I, Marcia M. Menefee, hereby certify that I am the Acting Executive Director of the Alaska Mental Health Trust Land Office, and that the Alaska Mental Health Trust Authority is the owner of the real property shown and described hereon. Pursuant to AS 38.05.801, and the regulations promulgated thereunder, I hereby adopt this plan of subdivision by my free consent, and dedicate all rights-of-way and public areas to public use and grant all easements to the use shown hereon:

By: M. Menefee Date: Dec 3, 2009, 2009
Marcia M. Menefee
Acting Executive Director
Mental Health Trust Land Office
Department of Natural Resources

NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA } ss.
THIRD JUDICIAL DISTRICT }

This is to certify that on this 3rd day of December, 2009, personally appeared Marcia M. Menefee, known to me to be the Acting Executive Director of the Alaska Mental Health Trust Land Office and who acknowledged to me that she executed the foregoing instrument, on behalf of the Mental Health Trust Land Office, as agent for the Alaska Mental Health Trust Authority, a public corporation within the Alaska Department of Revenue (AS 47.30.011 et. seq.), pursuant to AS 37.14.009(a)(2), freely and voluntarily and for the purposes therein stated.



Lamm McBurnis
Notary Public for Alaska
My commission expires: With Office

50 25 0 50 100 150
SCALE IN FEET

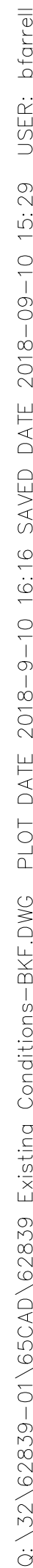
TRUST LAND SURVEY 2009-03

PLAT OF
LOT C1 & LOT C2
A SUBDIVISION OF LOT C
JUNEAU SUPPORT SUBDIVISION
U.S. SURVEY No. 3566
CITY AND BOROUGH OF JUNEAU, ALASKA
Juneau Recording District, Juneau, Alaska

DOWL HKM
CIVIL ENGINEERING-LAND SURVEYING-CONSTRUCTION MANAGEMENT
5368 COMMERCIAL BOULEVARD
JUNEAU ALASKA 99801 907-780-3533

OWNER
ALASKA MENTAL HEALTH TRUST AUTHORITY
718 L STREET, SUITE 202
ANCHORAGE, ALASKA 99501

SCALE: 1"= 50' DATE: SEPT. 2009 PROJECT NO: D59890 FILE NO: SHEET NO: 1 OF 1



Appendix B

City and Borough of Juneau
Use Table

TABLE OF PERMISSIBLE USES - CBJ [49.25.300](#)

		Zones															
	Use Description		RR	D-1	D-3	D-5	D-10 SF	D-10	D-15	D-18	LC	GC	MU	MU2	WC	WI	I
1.000	RESIDENTIAL																
1.100	Single-family dwellings																
	1.110	Single-family detached, one dwelling per lot	1	1	1	1	1	1	1	1	1	1	1	1	1	1 ^A	1 ^A
	1.120	Single-family detached, two dwellings per lot	1	1	1												
	1.130	Single-family detached, accessory apartment ^x	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3		
	1.140	Single-family detached, two dwellings per lot, accessory apartments ^x	1, 3	1, 3	1, 3												
1.200	Duplex		1	1	1	1		1	1	1	1	1	1	1	1		
1.300	Multifamily dwellings							1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	3		
1.500	Child and Day care homes																
	1.510	Child; 12 or fewer children under the age of 12	1	1	1	1	1	1	1	1	1	1	1	1			

[illegible]

[illegible]

[illegible]

	ASSEMBLING OF GOODS ^G																
4.050	Light manufacturing		3 ^T						3	3	1, 3	1, 3	1, 3	1, 3	1 ^N , 3 ^N	1 ^N , 3 ^N	1, 3
4.070	Medium manufacturing		3 ^T									3	3	3	3 ^N	1 ^N , 3 ^N	1, 3
4.100	Heavy manufacturing		3 ^T	3 ^Q												3 ^N	3
4.150	Rock crusher		3 ^T	1 ^Q	1 ^Q											3 ^N	3
4.200	Storage of explosives and ammunition		3													3 ^N	3
4.210	Seafood processing		3 ^T												3	1, 3	1, 3
4.220	Marijuana product manufacturing facility		3 ^{AC}									3	3				3
5.000	EDUCATIONAL, CULTURAL, RELIGIOUS, PHILANTHROPIC, SOCIAL, FRATERNAL USES																
5.100	Schools																
	5.110	Elementary and secondary schools including associated grounds and other facilities		3	3	3	3	3	3	3	3	3	3	3	3		
	5.120	Trade, vocational schools, commercial schools	3 ^T								3	3	3	3	3 ^N	3 ^N	3
	5.130	Colleges, universities	3 ^T	3	3	3	3	3	3	3	3	3	3	3	3 ^N	3 ^N	3
5.200	Churches, synagogues, temples		3 ^T	3	3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3	1 ^N , 3 ^N	3 ^N	1, 3

5.300	Libraries, museums, art galleries	3 ^T	3	3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3	3 ^N		
5.400	Social, fraternal clubs, lodges, union halls, yacht clubs	3 ^T								1, 3	1, 3	1, 3	1, 3	1 ^N , 3 ^N	3 ^N	1, 3
6.000	RECREATION, AMUSEMENT, ENTERTAINMENT															
6.100	Indoor activity conducted entirely within building or substantial structure															
	6.110 Bowling alleys, billiard, pool halls									1, 3	1, 3	1, 3	1, 3			3
	6.120 Tennis, racquetball, squash courts, skating rinks, exercise facilities, swimming pools, archery ranges				3	3	3	3	3	1, 3	1, 3	1, 3	1, 3			3
	6.130 Theaters seating for 200 or fewer	3 ^T						3	3	1	1	1	1	3 ^N		3
	6.135 Theaters seating from 201 to 1,000									3	1	1	1	3 ^N		3
	6.140 Coliseums, stadiums, and other facilities in the 6.100 classification seating more										3	3	3	3 ^N		

[illegible]

		improved facilities, not approved in conjunction with a major subdivision															
	6.264	Capacity for up to 20 people ^w	1 ^T	1	1	1	1	1	1	1	1	1	1	1	1	3 ^N	
	6.266	Capacity for more than 20 people ^w	3 ^T	3	3	3	3	3	3	3	3	3	3	3	3 ^N	3 ^N	
	6.270	Aerial conveyances and appurtenant facilities	3	3	3	3	3	3	3	3	3	3	3	3	3 ^N	3 ^N	3
	6.280	Shooting ranges	3														3
7.000	INSTITUTIONAL DAY OR RESIDENTIAL CARE, HEALTH CARE FACILITIES, CORRECTIONAL FACILITIES																
7.100	Hospital										3	3	3	3			
7.150	Health care clinics, other medical treatment facilities providing out-patient care								3	3	1, 3	1, 3	1, 3	1, 3			
7.200	Assisted living			3	3	3	3	3	3	3	3	1, 3	1, 3	1, 3			
7.300	Day care centers							3	3	3	1, 3	1, 3	1, 3	1, 3			
7.310	Child care centers	3	3	3	3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3			
7.500	Correctional facilities	3	3	3	3	3	3	3	3	3	3	3	3	3			
7.600	Sobering centers										3	3	3	3			

[illegible]

10.000	STORAGE, PARKING, MOORAGE														
10.100	Automobile parking garages or parking lots not related to a principal use on the lot									3	1	1, 3	1, 3		1
10.200	Storage and handling of goods not related to sale or use of those goods on the same lot on which they are stored														
	10.210 All storage within completely enclosed structures	1, 3	3							3	1	1 ^U , 3 ^U	1 ^U , 3 ^U	1 ^N , 3 ^N	1 ^N 1
	10.220 General storage inside or outside enclosed structures	1, 3	3								1, 3			1 ^N , 3 ^N	1 ^N 1
	10.230 Snow storage basin														
	10.232 Neighborhood, less than ½ acre	3	3	3 ^Z	3 ^Z	3 ^Z	3 ^Z	3 ^Z	3 ^Z	3 ^Z	1			3 ^Z	1 1
	10.235 Regional, ½ to 1 acre	3	3	3 ^Z						3 ^Z	3			3 ^Z	1 1
	10.237 Area wide, over 1 acre	3	3 ^Z	3 ^Z							3 ^Z				3 3
10.300	Parking of vehicles or storage of equipment outside enclosed structures where they	1, 3	3								1, 3			1 ^N , 3 ^N	1 ^N , 3 ^N 1

[illegible]

	storage, preparation for shipment occurring outside an enclosed structure																
11.200	Reclamation landfill not associated with a specific use	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	3 ^N	3 ^N	1, 3
11.300	Sanitary landfill	3															3
12.000	SERVICES AND ENTERPRISES RELATED TO ANIMALS																
12.100	Veterinary clinic	3	3	3						3	1, 3	3	3	3	1 ^N , 3 ^N	1 ^N , 3 ^N	1
12.200	Kennel	3	3							3	3						1, 3
12.250	Day animal services, grooming, walking, day care	3	3	3	3	3				3	3	3	3	3			1, 3
12.300	Zoos, aquaria, or wild animal rehabilitation facilities with a visitor component	3	3							3	3		3	3	3 ^N		3
12.310	Wild animal rehabilitation facilities without a visitor component	3	3	3	3					3	3				3 ^N		3
12.400	Horseback riding stables, dog team yards	3	3							3	3						3
13.000	EMERGENCY SERVICES																
13.100	Fire, police, ambulance	3	3	3	3	3	3	3	3	3	3	3	3	3	3 ^N	3 ^N	1, 3

14.000	AQUACULTURE, AGRICULTURE, SILVICULTURE, MINING, QUARRYING OPERATIONS, SPRING WATER BOTTLING																
14.100	Aquaculture		3	3	3						3	3	3	3	1	1	3
14.150	Weirs, channels, and other fisheries enhancement		1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1	1	1
14.200	Commercial agricultural operations																
	14.210	Excluding farm animals	1, 3	1, 3	3	3	3	3	3	3	3	3					1, 3
	14.220	Including farm animals ^M	1, 3	3													1, 3
	14.230	Stabling of farm animals ^M	3	3	3	3					3	3					1, 3
	14.240	Marijuana cultivation (500 square feet or more under cultivation)	3								3	3					3
	14.245	Marijuana cultivation (fewer than 500 square feet under cultivation)	3	3 ^{AB}							3	3					3
14.250	Personal use agriculture																
	14.253	Hens, 6 maximum	1	1	1	1	1	1	3	3	1	1	3	3	1	1	1
14.300	Silviculture and timber harvesting ^J		3	3													3
14.400	Mining operations		2, 3 ^K	3	3										3 ^N	3 ^N	2

14.500	Sand and gravel operations ¹		3	3	3					3	3			3 ^N	3 ^N	3	
14.800	Spring water bottling		3	3			3	3	3	3	3					1, 3	
15.000	MISCELLANEOUS PUBLIC AND SEMIPUBLIC FACILITIES																
15.100	Post office		3	3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3	1, 3	3 ^N	3 ^N	1, 3
15.200	Airport		3														1, 3
15.400	Military reserve, National Guard centers		3	3	3						3	3			3 ^N	3 ^N	3
15.500	Heliports, helipads		3									3			3 ^N	3 ^N	3
15.600	Transit facilities																
	15.610	Transit center			3	3	3	3	3	3	1, 3	1, 3	1, 3	1, 3	3		1, 3
	15.620	Transit station		1	1	1	1	1	1	1	1	1	1	1	1	1	1
	15.630	Park and ride not associated with transit station	3	3	3	3	3	3	3	3	1	1	3	3			1
15.700	Public works facility		3	3	3	3					3	3					1, 3
16.000	DRY CLEANER, LAUNDROMAT																
16.100	Drop off and pickup only, no onsite laundry or dry cleaning process									1, 3	1, 3	1, 3	1, 3	1, 3	1 ^N , 3 ^N	1 ^N , 3 ^N	1, 3
16.200	Full service onsite laundry and/or dry cleaning										3	1, 3	3	3	3 ^N	1 ^N , 3 ^N	1, 3
17.000	UTILITY FACILITIES																

17.100	Minor	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
17.150	Intermediate	3	3	3	3	3	3	3	3	3	3	1, 3	3	1, 3	1	1	
17.200	Major	3	3	3	3	3	3	3	3	3	3			3	3	3	
17.300	Driveways and private roads																
18.000	TOWERS AND RELATED STRUCTURES																
18.100 ^{AA}	Towers and antennas 35 feet or less	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
18.200 ^{AA}	Towers and antennas 35 to 50 feet	1	3	3	3	3	3	3	3	1	1	1	1	1	1	1	
18.300 ^{AA}	Towers and antennas more than 50 feet in height	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	
18.400	Amateur (ham) radio towers and antennas more than 35 feet in height ^R	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
18.500	Wireless Communication Facilities	See CBJ 49.65 , Wireless Communication Facilities															
19.000	OPEN AIR MARKETS, NURSERIES, GREENHOUSES																
19.100	Open air markets (farm, craft, flea, and produce)	1, 3	1, 3								1, 3	1	1, 3	1, 3	1 ^N , 3 ^N	1 ^N , 3 ^N	1, 3
19.200	Nurseries, commercial greenhouses																
	19.210	Retail sales	3	3	3	3	3	3	3	3	1, 3	1	1 ^V	1 ^V			1
	19.220	Nonretail sales	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1, 3	1	1 ^V	1 ^V			1

[illegible]

Appendix C

Sub-area 6 Development Guide

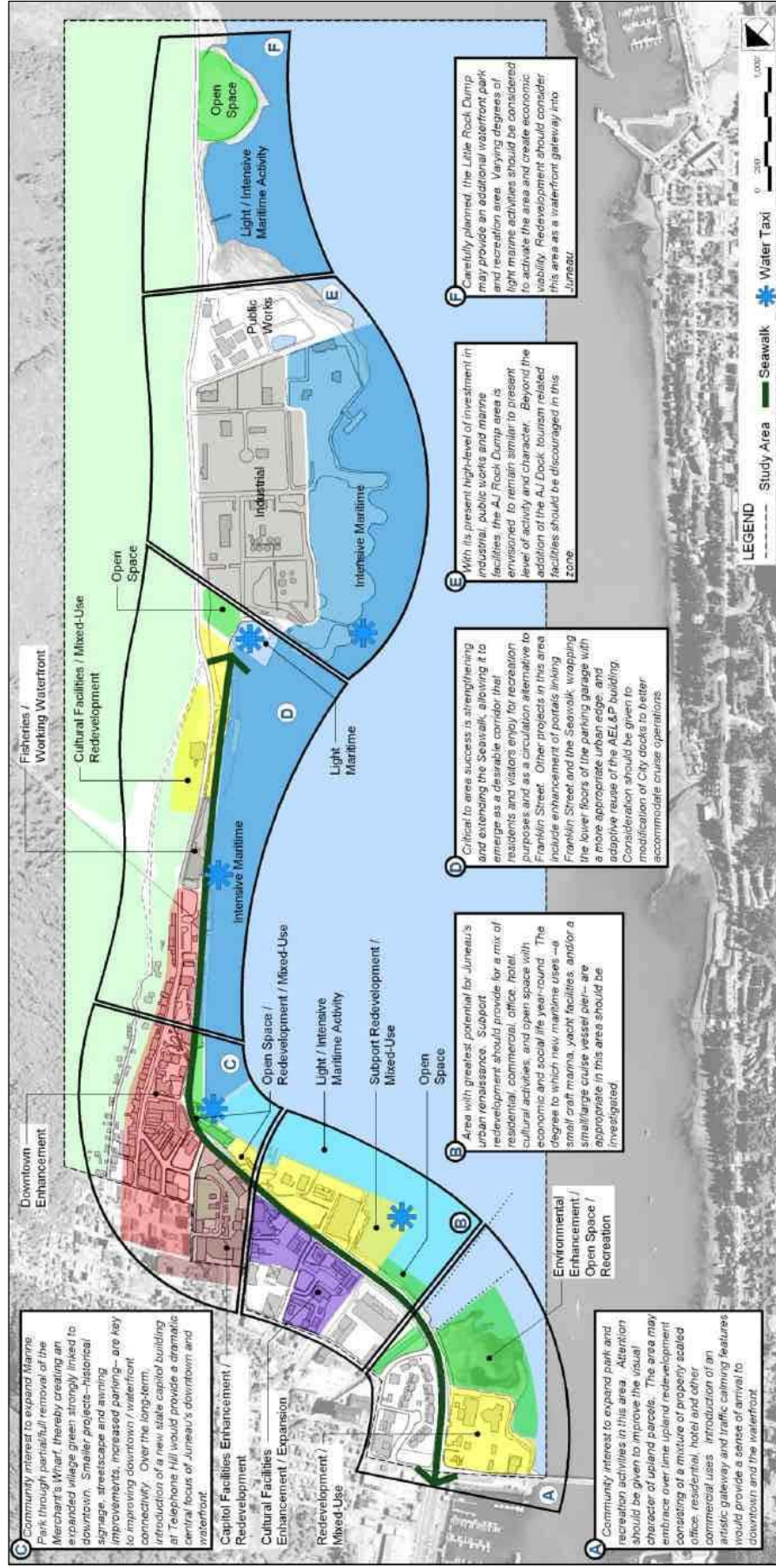


Map 11.14

Appendix D

Long Range Waterfront Master Plan Concept Areas

Figure 21: Concepts Organization Plan



Appendix E

Title Information

- Title Summary
- Easement Agreement
- Memo of Agreement



MEMORANDUM

Department of Natural Resources
Realty Services Section

PREPARED BY DNR RSS: *Taryn Tumacder, NRS II*

DATE: 8/2/2018

REQUESTOR: *Heather Weatherell, Trust Resource
Manager*

CC VIA EMAIL: *Heather Weatherell, Aaron O'Quinn*

MHT: *None Given*

TLO PROJECT: *None Given*

MH PARCELS: *C20499*

Title Summary:

Location/Community: *Gastineau Channel, City and Borough of Juneau, Juneau Recording District.*

Legal Description:

T. 41 S., R. 67 E., COPPER RIVER MERIDIAN, ALASKA SECTION 23: LOT C1 OF TRUST LAND SURVEY 2009-03; CONTAINING 2.9 ACRES, MORE OR LESS. ACCORDING TO THE SURVEY PLAT FILED IN THE JUNEAU RECORDING DISTRICT ON DECEMBER 11, 2009 AS PLAT 2009-37.

Ownership:

Title is vested in the Alaska Mental Health Trust for the surface and subsurface estates of the project area. All known third party interests are listed within this report. The Requestor will determine what effect these interests may have. Please see the title report for details regarding the encumbrances listed below. If there is a cloud on title or title is not vested with the Alaska Mental Health Trust, that will be addressed here.

- *Grant to the United States without charge for such period or periods as may be necessary as determined by the Secretary of the Army, the use of approximately 4,050 square feet of open storage area occupied on March 28, 1957, by the Alaska Communication System together with rights of ingress and egress*
- *Rights-of-Way for water lines, sewer lines, telephone and telegraph lines, power lines, and other utilities, pursuant to Section 3 of said Act of March 28, 1957.*
- *Platted easements shown on Plat 2009-37 TLS 2009-03.*

Legal Access:

- *There may be legal access via existing access easements shown on Plat 2009-37 TLS 2009-03. Further adjudication is required.*

Warning: Title reports are only current as of the date issued. Adjudicator must check for new information using the Recorder's Office database and LAS prior to making any decisions. A new title report needs to be requested if existing title report is more than one year old.

Title Researched by **Taryn Tumacder**
State of Alaska
Realty Services Section Title Unit
Phone **269-8579**

Title Report RPT # 11101
MHT No. None Given Parcel No. C20499
None Given

Current as of 8/2/2018

1. REQUESTOR:

Heather Weatherell
Mental Health Trust Land Office

2. PROVIDE COPY OF COMPLETED REPORT TO:

Heather Weatherell
Aaron O'Quinn

3. TITLE IS VESTED IN:

Alaska Mental Health Trust Authority
The Trust owns the land and mineral estates of the project area. All known third party interests are listed within this report.

4. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

T. 41 S., R. 67 E., COPPER RIVER MERIDIAN, ALASKA SECTION 23: LOT C1 OF TRUST LAND SURVEY 2009-03; CONTAINING 2.9 ACRES, MORE OR LESS. ACCORDING TO THE SURVEY PLAT FILED IN THE JUNEAU RECORDING DISTRICT ON DECEMBER 11, 2009 AS PLAT 2009-37.

5. TITLE CHAIN:

- Patent 1193435, dated 3/10/1959, whereas, under the provisions of the Act of Congress approved March 28, 1957 (71 Stat. 8), the Director of the Bureau of Land Management has authorized a patent to issue to the State of Alaska for Lot 1 of U.S. Survey No. 3566, Alaska, containing 10.11 acres, according to the Official Plat of the Survey. This patent is issued upon the express condition that the State of Alaska will grant to the United States without charge for such period or periods as may be necessary as determined by the Secretary of the Army, the use of approximately 4,050 square feet of open storage area occupied on March 28, 1957, by the Alaska Communication System together with rights of ingress and egress and rights-of-way for water lines, sewer lines, telephone and telegraph lines, power lines, and other utilities, pursuant to Section 3 of said Act of March 28, 1957.
- State of Alaska Mental Health Trust Land: Fee Estate, Quitclaim Deed No. 8000004, date 9/20/1996, issued by the State of Alaska, Department of Natural Resources to the Alaska Mental Health Trust Authority. Legal Description from conveyance document: Section 23: Lot 1 of U.S. Survey No. 3566 Excluding Engineering Plat File No. 1-90, Engineering Plat File No. 12-26, State Patent No. 751, and Warranty Deed under ADL 21886; and those portions of Lots 2A, 2B, 4 and 5 of U.S. Survey No. 3566, including within OSL 276, excluding Stat QCD No. 544; containing 9.278 acres, more or less. According to the survey plat accepted by the United States Department of the Interior, Bureau of Land Management in Washington, D.C. on

September 18, 1958. Section 23: Tracts A and B of Engineering Plat File No. 1-90, Subport Semaphore Alaska Subdivision; containing 0.483 acres, more or less. According to the Survey Plat filed in the Juneau Recording District March 6, 1969 as Plat No. 532. And Section 23: Tract C of Engineering Plat File No. 12-26; containing 0.188 acres, more or less. According to the Survey Plat filed in the Juneau Recording District July 15, 1971 as Plat No. 631. Aggregation 9.949 acres, more or less.

Note: Title Report will only list active interests of record found in the following public records:

6. STATE CASE FILE IS: **OSL 50. Title to the land referred to in this report was acquired under the Patent 1193435.**

7. BLM RECORDS:

- Master Title Plat (MTP) T. 41 S., R. 67 E., C.R.M., Suppl NW1/4SE1/4, NE1/4SW1/4, SE1/4NE1/4, & SW1/4NE1/4 Sec 23, current to 12/19/2017
 - USS 3566 - Lot 1-10.11 acres
 - Patent 1193435, Rights-of-Way
 - Gastineau Channel
 - Entire Supplemental w/in Juneau Elim Survey 1762
- Spatial Data Management System (SDMS) reviewed on 8/2/2018
 - J 011460, Sale - AK Public Sale Act, USS 3566, Lot 1, Patent 1193435

8. DNR LAND ADMINISTRATION RECORDS:

- Classifications:
 - Area plans and the status of plan revisions affecting classifications are available on the following site: <http://dnr.alaska.gov/mlw/planning/>. Hard copies of published area plans are available in Suite 1050 of the Atwood Building. The most current land classifications may not appear on the State Status Plats or in LAS. Be sure and verify current land classifications with the pertinent area plan. Any questions concerning area plans or classifications should be directed to the Planning Unit at 269-8534.
- Mental Health:
 - MHT 9100812, Land Use License, Revocable License, Issued/Approved/Active Authorization, Juneau City and Borough
 - MHT 9100866, Land Sale, Negotiated Sale, Available Over-the-Counter, Alaska Ocean Center (see Note)
 - MHT 9100867, Land Sale, Negotiated Sale, Application Complete, Trucano Construction (see Note)
 - MHT 9100870, Land Use License, Revocable License, Application/Initial Status, Genuine Ventures, LLC. (See Note)
 - TLS 2009-03, Trust Land Survey, DNR-Southeast Region, Plat Filed/Approved, Juneau Subport Subdivision
- Surface Activity:
 - No records found within project area
- Municipal
 - No records found within project area
- Sub-Surface Activity:
 - All Records Closed
- Water
 - No records found within project area
- Miscellaneous:
 - QCD 8000004, Mental Health Trust Land, SL-Substitute Land, Conveyed, DNR Mental Health Trust Authority
- Pending Actions:
 - No actions found within project area

- Division of Oil and Gas Lease Records:
 - No Records Found
- Mental Health Subsystem Encumbrances:
 - Other, OSL 50, See Patent #1193435
- Trust Land Office Asset Management Database:
 - Associated Authorizations:
 - MHT-9100812, Issued/Approved/Active Authorization, Land Use License-Revocable License
 - MHT-9100866, Available Over-the-Counter, Land Sale-Negotiated
 - MHT-9100870, Application/Initial Status, Land Use License-Revocable License
 - MHT-9100893, Application/Initial Status, Land Use License-Revocable License
 - TLS-2007-01, Plat Filed/Approved, Trust Land Survey-DNR-Southeast Region
 - TLS-2009-03, Plat Filed/Approved, Trust Land Survey-DNR-Southeast Region
 - 1994 Settlement Values:
 - Parcel C20499, Surface Total Values: \$819,700.00, Mineral Total Value: \$0.00
 - Comments:
 - No comments have been added this parcel.

9. STATE RECORDER'S OFFICE:

A search of the records of the State Recorder's Office for the **Juneau** Recording District at 2:40 pm on 8/2/2018 indicated the following actions against the Title Report Project Area:

- Plat 2007-29, Trust Land Survey 2007-01
- Plat 2009-37, Trust Land Survey 2009-03
- Patent 1193435, recorded in Historic Book 55 Page 6
- Quitclaim Deed No. 8000004, recorded in Book 457 Page 113

The following liens were found when searching under the name: N/A

- N/A

10. RESEARCH RESOURCES/ATTACHMENTS:

The following resources were used in the preparation of this title report research **8/2/2018**

- On Demand Mapper for Land Estate, Mineral Estate and Ownership created 8/2/2018
- BLM Master Title Plat (MTP) T. 41 S., R. 67 E., C.R.M., Suppl NW1/4SE1/4, NE1/4SW1/4, SE1/4NE1/4, & SW1/4NE1/4 Sec 23, current to 12/19/2017
- U.S. Survey No. 3566, Alaska, accepted 9/18/1958
- Recorder's Office documents listed in item 10
- State Selection File OSL 50
- BLM Spatial Data Management System (SDMS)
- DNR Land Administration System (LAS)
- DNR Spatial Case Management System (SCIMS)
- State of Alaska Recorder's Office Database
- DNR Business Reporting System (DBRS)
- Trust Land Office Asset Management System

A Title Report is not a substitute for analysis of an ADL case file. It will not tell you whether a contemplated land action is advisable, if a permit should be issued, or if land should be offered for sale. It will tell you if the State owns the land in question and what interest others may have in the land. It is up to the requestor to use this information to make their decisions

NOTE: MHT 9100866, 9100867, and 9100870 appear to be listed in the wrong section in LAS. They are shown under Section 1, rather than Section 23.

NOTE: Be sure to check the Pending Actions (SCIMS) for any actions that do not appear in Alaska Mapper, issued subsequent to this report.

NOTE: This report is intended for internal State uses only. Material contained in this report may not be applicable for private use. References or citations contained in this report may be held confidential under applicable law or privilege.

The Alaska Mental Health Trust Authority
Trust Land Office
EASEMENT AGREEMENT

Record this document in the
Juneau Recording District

MHT 9100958

THIS EASEMENT AGREEMENT (Easement) is made effective as of August 15TH, 2018 and granted by THE ALASKA MENTAL HEALTH TRUST AUTHORITY (Trust), a public corporation within the State of Alaska, Department of Revenue (AS 47.30.011 et seq.), acting through the State of Alaska, Department of Natural Resources, Trust Land Office (TLO), pursuant to AS 37.14.009, AS 38.05.801 and 11 AAC 99, (collectively referred to as Grantor), whose address is 2600 Cordova Street, Suite 100, Anchorage, AK 99503, and THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (Grantee) whose address is PO Box 112506, Juneau, Alaska 99811-2506. The Grantor and the Grantee are collectively referred to as the Parties.

In consideration of the initial fee and upon the satisfactory performance of all terms and conditions contained in this Easement, the Grantor and the Grantee agree as follows:

1. GRANT. The Grantor hereby grants Grantee an Exclusive Perpetual Easement for the construction, installation, maintenance, and repair of a sidewalk and for all other highway and utility purposes (the "Project" or "Project Area for the purposed described and over the premises described on Schedule 1.
2. RESERVED RIGHTS. The Grantor reserves all rights not expressly granted to the Grantee by this Easement.
 - a. These reserved rights include:
 - i. the right to explore for, remove, and dispose of all subsurface resources from the Parcel;
 - ii. the right to manage, convey, or dispose to third Parties by grant, lease, permit, or otherwise, any and all interests in the Parcel other than those granted by this Easement, provided that any such conveyance to a third Party shall be made subject to the Grantee's rights under this Easement.
 - b. The rights reserved may be exercised by the Grantor in any manner that does not unreasonably interfere with or endanger the Grantee's rights or operations under this Easement.
 - i. The Grantor shall provide the Grantee with prior written notice of the Grantor's intent to exercise any such reserved rights with the exception of the right of

management, conveyance or disposal to third parties, which shall not require written notice.

- ii. The Grantor and the Grantee shall work cooperatively to identify potential conflicts and the Grantor shall require such terms as necessary to avoid unreasonable interference with the Grantee's enjoyment of this Easement or endangerment of the Grantee's operations.
- iii. If at any time, the exercise of the Grantor's reserved rights must change or cease to avoid unreasonable interference with the Grantee's enjoyment of this Easement or endangerment of the Grantee's operations, such change or cessation shall occur at no cost to the Grantee.

3. TERM.

- a. This Easement is perpetual; unless surrendered or until the right-of-way of which this Easement is a part, is no longer a public way.

4. CONSIDERATION.

- a. Grantee shall pay a one-time payment to the Grantor in the amount of \$73,300 as to Parcel E-11; \$9,350 as to Parcel E-11A on or before 30 days from signing this document.
- b. An as-built survey of the Easement will be submitted no later than 120 days following completion of construction.
- c. The Grantee agrees that any changes in the terms of this Easement may require a reconsideration of fees and the Grantee agrees to pay such consideration as mutually agreed upon.
- d. **Payments are due without notification from the Grantor**, however, it is understood that providing invoices for payments due is a courtesy service to the Grantee and does not relieve the Grantee from making timely payments.

5. PAYMENTS METHOD.

- a. All payments to the Trust Land Office, shall reference this Easement with **MHT 9100958** and must be tendered to the Grantor at:
Alaska Mental Health Trust Land Office
2600 Cordova Street, Suite 100
Anchorage, Alaska 99503
- b. or to any depository designated by the Grantor with at least 60-day notice to the Grantee.
- c. If the Grantor's (or depository's) office is not open for business, the time for payment is extended to include the next day on which that office is open for business.
- d. Credit card payments may be submitted by calling Financial Services, Department of Natural Resources at (907) 269-8684.

6. PENALTY FEE.

- a. A late payment penalty fee of 10.5% or \$50, whichever is greater, will be assessed on the unpaid balance until the Grantor receives payment in full.
- b. A returned check fee as provided in 11 AAC 05.010 will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the grantee will be notified and the Grantee may be in default until payment is satisfied.

- c. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs, late charges, and any remaining amount to the annual land use fee.
7. **FAILURE OF TITLE.** The Grantor makes no representations or warranties, express or implied, as to title to, access to, or quiet enjoyment of, the Parcel. The Grantor is not liable for any deficiency in title, or difficulty in securing access to the Parcel.
8. **VALID EXISTING RIGHTS.** The Grantee's use of the Parcel shall not interfere with valid existing rights, if any, that exist upon the Effective Date of this Easement, without the prior written approval from the Person holding those rights.
9. **LAND ALTERATIONS.** The Grantee will not be responsible for damage to the Parcel caused by a natural disaster or from an Act of God. In the event of a natural disaster or Act of God, which renders all, or a portion of the Parcel unusable, the Grantor will not be obligated to take any actions to provide for continued occupancy by the Grantee as to the affected portion of the Parcel. In such event, the Grantee may choose to vacate or the Parties may mutually agree to terminate this Easement, and under either option the Grantee will remain responsible for compliance with this Easement, subject to reasonable consideration of the consequences of a natural disaster or Act of God to the Parcel.
10. **INDEMNIFICATION.** The Grantee's contractors shall defend, indemnify, and hold harmless the Grantor, and their respective officers, directors, employees, agents, successors, and assigns from any claim, including claims for loss or damage to Parcel or injury to any person or release or discharge of any hazardous substance arising from or in connection with any act or omission committed under this Easement by or on behalf of the Grantee, except for damage or injury caused by the sole gross negligence or willful misconduct of the Grantor.
11. **SELF-INSURANCE.** The Grantee is self-insured. The Grantee's contractors will be required to provide proof of insurance as specified in Schedule 2, and maintain in force at all times during the construction term of this Easement. Failure to furnish satisfactory evidence of insurance or the lapse of a policy is a material breach and grounds for termination of this Easement.
12. **STATUTES AND REGULATIONS.** This Easement is subject to all applicable local, state, and federal statutes and regulations in effect on the Effective Date of this Easement and to all such statutes and regulations that may become effective on or after the Effective Date, except those inconsistent with the trust principals imposed on the state by the Alaska Mental Health Enabling Act of 1956, P.L. 84-830, 70 Stat. 709. See AS 38.05.801. A reference to a statute or regulation in this Easement includes any subsequent change in that statute or regulation whether by amendment, repeal or replacement and any successor statute or regulation. All references to specific governmental agencies include any successor agency or different agency that may assume the duties or jurisdiction of the referenced agency. In case of

conflicting provisions, the applicable statutes, regulations, and ordinances take precedence over this Easement. This Easement shall not be construed as a grant or recognition of authority for promulgation or adoption of municipal ordinances that are not otherwise authorized. The Grantor takes no responsibility to act as a regulatory agency as to this Easement, or as to any operations of the Grantee.

13. **DEVELOPMENT PLAN.** Before commencing development activities, excluding routine maintenance and emergency repair, the Grantee shall submit to the Grantor, for approval, a proposed Development Plan that describes operations to be conducted on the Parcel. The Grantee is responsible for obtaining, all necessary authorizations, permits and/or permission required to conduct its activity. No access and development of the Parcel may occur until the Development Plan has been approved in writing by the Grantor, and in compliance with the stipulations contained in Schedule 3 of this Easement. The Development Plan shall include:
- a. the scope of work for the proposed activity including project timelines and estimated completion date for activity and associated structures;
 - b. a map at a sufficient scale showing the general location of all activities and routes of travel of all equipment;
 - c. a general description of the land to be affected by the application;
 - d. nature of any improvements; and
 - e. removal of any improvements and restoration plans.

14. **DILIGENT AND SAFE DEVELOPMENT.**

- a. The Grantee shall conduct all operations on the Parcel in a safe and workmanlike manner:
 - i. in compliance with all applicable laws, rules, regulations, and ordinances;
 - ii. in accordance with generally accepted engineering practice; and
 - iii. with due regard for the protection of life and Property, preservation of the environment, and conservation of Trust resources.
- b. The Grantee shall carry out, at the Grantee's expense, all orders and requirements of the applicable regulatory agencies with jurisdiction over Grantee's operations taking place on the Parcel.
- c. The Grantee shall immediately cease and/or eliminate any condition existing or occurring as a result of granted activities, which may cause harm or damage to any person, structure, property, land, stream or wildlife and notify the Grantor to the steps necessary to remedy the condition.

15. **RECORDS & REPORTING.** Throughout the term of this Easement and for at least three years following termination, the Grantee shall keep and retain in its possession books, reports, and records (collectively referred to as Records) concerning the operations and activity conducted under this Easement. The Grantee shall permit the Grantor or its agent to examine these Records at all reasonable times. The Grantee shall use consistently applied generally accepted accounting procedures for state government (GAAP) for its financial accounting records. Financial information and trade secrets shall be kept confidential upon written request of the Grantee under AS 38.05.035(a)(8).

16. **INSPECTION.** The Parcel shall be open to inspection by the Grantor at all reasonable times, in order to examine, show, and inspect..
17. **INFORMATION ACQUIRED FROM OPERATIONS.** Grantee shall comply with Schedule 5 attached to this Easement. The Grantee shall furnish the Grantor paper and digital copies in a format reasonably required by Grantor, of all physical and factual results, logs, surveys, or any other derivative data available to Grantee resulting from operations on the Parcel, including by any person or entity acting on behalf of the Grantee. Any information filed by the Grantee with the Grantor in connection with this Easement will be available at all times for the use of the Grantor, its agents, and contracting personnel. All geological, geophysical, and engineering data supplied shall be kept confidential upon written request of the Grantee under AS 38.05.035(a)(8). Proprietary information need only be furnished insofar as it pertains to the Grantor's Parcel.
18. **ASSIGNMENT.** This Easement or an interest in the Easement may not be assigned or otherwise transferred to any person(s) except upon the prior written authorization of the Grantor. The Grantor, reserves the right to reject any proposed assignment to any unaffiliated entity. A transfer of this agreement as it pertains to the affected Parcel will not be unreasonably denied. Any transfer of interest is not effective unless approved in writing by the Grantor or designee, on a form designated by the Grantor. Any unauthorized attempt to assign or otherwise transfer any of the Grantee's interest under this Easement is void. Unless expressly provided by the Grantor, the assignment or transfer of an interest does not relieve the Grantee of any obligations or liability under this Easement.
19. **CO-LOCATION.** The Grantee may not co-locate other equipment owned or operated by a third party utility on the Parcel, unless the Grantor approves a separate easement agreement with the third party.
20. **CONDEMNATION.** If all or a portion of the Parcel as may be required for the reasonable use of the Grantee, are taken by eminent domain, this Easement, or portion of the Easement, as it pertains to the affected Parcel shall automatically terminate as of the date Grantee is required to vacate the Parcel and all rent shall be paid to that date. In case of the taking of a part of the a portion Parcel not required for the reasonable use of the Grantee, this Easement shall continue in full force and effect and the rent may be modified as mutually agreed to by the Parties, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. The Grantor reserves all rights to damages to the Parcel for any taking of eminent domain, and the Grantee assigns to Grantor any right Grantee may have to such damages or award, and the Grantee shall make no claim against Grantor for damages for termination of the Parcel interest or interference with Grantee's business. The Grantee shall have the right, to claim and recover from the condemning authority compensation for any loss to which Grantee may be put for the Grantee's expenses and for the interruption of or damage to Grantee's business, provided that such damage may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Grantor.

21. **DISPOSAL.** If the Grantor sells all, or a portion of a Parcel affected, by this Easement the affected Parcel shall be subject to a perpetual easement written into the deed upon issuance of the title to the purchaser.
22. **SURRENDER.** The Grantee may upon sixty (60) days written notice to the Grantor surrender the Parcel, or portion of the Parcel, with the understanding that such surrender is subject to a site inspection of the Parcel and written acceptance by the Grantor to ensure the Parcel is left in the condition set forth in Paragraph 24 (c) below. Upon Grantor's written acceptance of surrender, this Agreement, as it pertains to the affected Parcel from Schedule 1, shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other.
23. **DEFAULT, TERMINATION AND REMEDIES.**
- a. Failure of the Grantee to abide by all express or implied terms of this Easement shall constitute a default in the Grantee's obligations. The Grantee shall have 30 days after written notice of non-monetary default or 10 days after a monetary default to cure the default. The cure period for non-monetary defaults shall be extended for a reasonable period of time if such non-monetary default cannot be cured within the 30 day cure period, provided that Grantee takes appropriate action to cure said default within the 30 day cure period and continues to take such action as may be necessary to complete the cure within a reasonable time.
 - b. The Grantor is not liable for any expenditure made or undertaken by the Grantee under this Easement.
 - c. In addition to the above, if a Default by Grantee occurs under this Easement, the Grantor, shall be entitled, after the cure periods set forth above have expired:
 - i. to recover any and all damages including incidental and consequential damages and the full actual amount of all costs and/or fees, including attorneys' fees, reasonably incurred;
 - ii. to terminate this Easement; and
 - iii. to pursue any and all remedies in addition to, or by way of, alternatives to the foregoing available at law or in equity.
 - d. No improvements may be removed from the Parcel while the Easement is in default except with the Grantor's prior written approval.
 - e. If this Easement is terminated, the Grantor may immediately enter or reenter, and take possession of the Parcel. Any entry, reentry, possession, repossession, or dispossession by the Grantor, whether taken with or without judicial action, does not absolve, relieve, release, or discharge the Grantee, either in whole or in part, of any liability under the Easement. The Grantee shall be liable for any deficiency, and for all reasonable and justifiable costs, expenses, and fees incurred by the Grantor arising out of the default, including the Grantor's efforts to re-let the Parcel.
 - f. No right or remedy conferred upon either Party shall be exclusive of any other right or remedy contained in any instrument or document delivered in connection with this Easement. Every right and remedy shall be cumulative under the applicable laws.

24. **RIGHTS UPON TERMINATION OR SURRENDER.**

- a. Upon termination, surrender, or expiration of this Easement, the Grantee shall, within 60 days, remove from the Parcel all improvements or Grantee's personal property placed in, on or under the Parcel. Upon the expiration of such period and at the option of the Grantor, any of Grantee's machinery, equipment, tools, or materials that Grantee has not removed from the Parcel may be removed or sold by the Grantor at the Grantee's expense. The actual expenses of such removal, including compensation for the Grantor's time involved relating to the removal, may be recovered at the Grantor's discretion from the performance deposit (if any), the proceeds of any sale of such equipment, and/or any other sources available to the Grantor at law or in equity. Any funds remaining after payment of those expenses shall be returned to Grantee within a reasonable time following the sale.
- b. Upon the termination, surrender, or expiration of this Easement, the Grantee shall peacefully quit the Parcel, leave and deliver up Parcel in as good a condition as was in effect at the commencement of this Easement, excepting reasonable wear and tear associated with use for intended and approved purposes. The Grantee shall return the Parcel to the Grantor free and clear of all liens and encumbrances arising by, through or under Grantee, its agents or subcontractors.
- c. Upon any partial or full surrender of this Easement, the Grantee shall return the Parcel to the Grantor in a condition as described in the approved Development Plan under paragraph 13 above, free and clear of all liens and encumbrances by the Grantee, its agents, or subcontractors. Termination, surrender, or expiration shall not reduce Grantee's obligation to reclaim or otherwise comply with other obligations that may have accrued as a result of Grantee's activities under this Easement.
- d. A total surrender of the Parcel by the Grantee shall result in termination of this Easement.
- e. The Grantee shall continue to make rental payments in effect after the time of the termination, surrender, or expiration or earlier removal period set forth in Paragraph 3 equal to the rent, including annual adjustments, applicable during the month immediately preceding such termination, surrender, or expiration until all improvements have been removed.

25. AUTHORIZED REPRESENTATIVES.

- a. The Executive Director of the Alaska Mental Health Trust Land Office, or designee, shall be the authorized representatives of signing this Easement.
- b. The Grantor or the Grantee may change the authorized representative or the address to which notices to that representative are to be sent by a written notice given in accordance with the notice provision of this Easement. The Grantee shall also designate by name, job title, and address, an agent who will be present in the State during the term of this Easement.

26. NOTICES. Any notices required under this Easement shall be deemed delivered upon receipt if personally delivered in writing, upon confirmation of successful transmission if sent via facsimile, or Certified Mail return receipt requested, and addressed as set forth in this Easement if mailed. Either Party may change its notice address by effective written notice given to the other Party.

The following addresses shall be used for notices required under this Easement.

To Grantor:

Trust Land Office
2600 Cordova Street, Suite 100
Anchorage, Alaska 99503
Phone No.: (907) 269-8658
Fax No.: (907) 269-8905
Attention: Executive Director

To Grantee:

State of Alaska Department of Transportation and Public Facilities
PO Box 112506
Juneau, Alaska 99811
Phone No.: (907) 465-4541
Attention: Southcoast Region Right of Way Chief

27. **COUNTERPARTS.** This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Easement, notwithstanding the fact that the Grantor and the Grantee are not signatories to the original or the same counterpart.
28. **JURISDICTION.** This Easement and the respective rights and obligations shall be construed and interpreted as a contract under the laws of the State of Alaska. This Easement shall be interpreted so as to carry forward the intent of the Alaska Mental Health Act of 1956, P.L. 84-830 70 Stat. 709 and AS 38.05.801 et seq. and promulgated regulations. The laws of the State of Alaska shall apply in any legal action arising out of or related to this Easement. The jurisdiction and venue of such legal action shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Juneau, Alaska.
29. **SEVERABILITY.** If any clause or provision of this Easement is determined illegal, invalid, or unenforceable, in a final judicial proceeding by a court of competent jurisdiction, then the remainder of this Easement will not be affected, and the Easement shall be automatically reformed to carry out the intent of the Parties without regard for such clause or provision.
30. **BINDING EFFECT.** The Grantor and the Grantee agree that this Easement, including all attachments and documents that are incorporated in this Easement by reference, contains the entire Easement between the parties, and each of the covenants and conditions in this Easement including any attachments will be binding upon the parties and upon their respective heirs, administrators, successors and assigns. Any amendment to this Easement must be executed in writing by both Parties. This Easement shall not be construed more strongly against one Party than the other.
31. **TRUST LAND OFFICE AUTHORITY.** The TLO is executing this Easement as agent for the Trust, a public corporation within the Alaska Department of Revenue under

AS 47.30.011 et seq. Neither the TLO, nor the Trust, undertake any responsibility to act as a regulator as to this Easement, or as to any operations of the Grantee. The regulations of the state and federal regulatory authorities having jurisdiction over the Grantee and its activities under this Easement.

IN WITNESS, the Parties have executed this Easement and agree to be bound by its provisions.

GRANTOR:

The ALASKA MENTAL HEALTH TRUST AUTHORITY
By its agent: Trust Land Office

By: Wyn Menefee
Its: Executive Director

8/15/18
Date

GRANTEE:

ALASKA DEPARTMENT OF TRANSPORTATION
& PUBLIC FACILITIES

By: Greg Weinert
Title: Right of Way Chief
Southcoast Region

Date

Alaska Mental Health Trust Authority, Grantor

STATE OF ALASKA

)
) ss.

THIRD JUDICIAL DISTRICT

This is to certify that on this 15TH day of AUGUST, 2018, personally appeared Wyn Menefee, known to me to be the Executive Director of the Trust Land Office, and who acknowledged to me that he executed the foregoing instrument, on behalf of the Trust Land Office, as agent for the Alaska Mental Health Trust Authority, freely and voluntarily and for the purposes therein stated.



[Signature]
Notary Public in and for Alaska
My Commission expires: With Office

Alaska Department of Transportation
& Public Facilities, Grantee

STATE OF ALASKA

)
) ss.

FIRST JUDICIAL DISTRICT)

This is to certify that on this ____ day of _____, 2018, before me personally appeared GREG WEINERT, the Right of Way Chief of Alaska Department of Transportation & Public Facilities, known to me to be the person named and who acknowledged to me that she executed the foregoing instrument in the above stated capacity on behalf of the said Association, freely and voluntarily and for the purposes therein stated.

Notary Public in and for Alaska
My Commission expires: _____

SCHEDULE 1

PARCEL DESCRIPTION **Legal Description and Purpose**

Parcel E-11:

USES AND PURPOSES. The Grantee shall use the Parcel for the purpose an Exclusive Perpetual Easement for the construction, installation, maintenance, and repair of a sidewalk and for all other highway purposes

Width varies from 6.68SF to 19.70SF Wide by 227.03SF Length Total Square footage of 2,991
Location Rate: Urban

An as-built survey required:

The Easement is for a strip of land which varies from 6.68 square feet to 19.70 square feet in width and 227.03 square feet in length across a portion of the following parcels of Trust land: which are located in MH Parcel C02499 That part of Lot C1 Juneau Subport Subdivision of U.S. Survey 3566 according to Plat 2009-37, Juneau Recording District, First Judicial District, State of Alaska, containing approximately 2,991 square feet, more or less.

Parcel E-11A:

USES AND PURPOSES. The Grantee shall use the Parcel for the purpose an Exclusive Perpetual Easement for the construction, installation, maintenance, and replacement of a utility box and for all other highway and utility purposes

8.09 square feet wide; by 28.49 square feet length; Total Square footage of 266 square feet
Location Rate: Urban

An as-built survey required:

The Easement is for a strip of land 8.09 square feet in width and 28.49 square feet in length across a portion of the following parcels of Trust land: which are located in MH Parcels MH PARCEL That part of Lot C1 Juneau Subport Subdivision of U.S. Survey 3566 according to Plat 2009-37, Juneau Recording District, First Judicial District, State of Alaska, containing approximately 2,991 square feet, more or less.

Attachment A – Parcel Drawings

SCHEDULE 2 INSURANCE REQUIREMENTS

The Grantee [Grantee's Contractor] shall have in place, at its sole expense, at all times during the term of the Easement the following policies of insurance:

1. **Workers' Compensation Insurance:** The Grantee shall provide and maintain, for all employees of the Grantee engaged in work under this Easement, Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Alaska. The Grantee shall be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this Easement. This coverage shall include statutory coverage for states in which employees are engaging in work and employer's liability protection. .
2. **Comprehensive (Commercial) General Liability Insurance:** With coverage limits not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate where generally applicable including premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsements.
3. **Comprehensive Automobile and Aircraft Liability Insurance:** Covering all owned, hired, and non-owned vehicles and aircraft with statutory coverage limits not less than \$300,000 combined single limit.
4. The Grantor shall have the right, at its option, to pay any delinquent premium upon on any of Grantee's insurance policies if found necessary to prevent a cancellation, non-renewal or material alteration; and the Grantee shall within five (5) days, reimburse the Grantor.
5. The Grantor reserves the right to increase the required insurance coverage limits from time to time to reflect then current industry standards or to accommodate changed conditions or perceived risks.
6. Grantee may, with notice and approval of Grantor, self-insure any of the required levels of insurance coverage as described in this Schedule which will include adding the Trust Land Office and the Alaska Mental health Trust as an additional insured.

The insurance certificate, provided to the Grantor, shall reference this Easement with **MHT 9100958**.

SCHEDULE 3

STIPULATIONS FOR DEVELOPMENT AND MANTAINANCE

1. CULTURAL AND HISTORIC ARTIFACTS

The Alaska Historic Preservation Act (AS 41.35.200) prohibits the appropriation, excavation, removal, injury, or destruction of any State-owned historic, prehistoric (paleontological) or archaeological site without a permit from the Commissioner. If cultural or paleontological resources are inadvertently discovered on the Parcel as a result of, or during, the activities authorized by this plan approval, all activities which would disturb such resources shall be stopped and measures taken to protect the site. The State Historic Preservation Officer (907-269-8722) shall be contacted immediately so that compliance with state laws may begin. If burials or human remains are found, in addition to the State Historical Preservation Officer, the State Troopers are to be notified immediately.

2. REPORTS

Upon completion of the Grantee's improvements to the Parcel approved under the Development Plan, or upon request, the Grantee shall report in writing to the Grantor on matters relevant to the character and progress of operations under this Easement. The Grantee shall provide the Trust Land Office with photos of:

- a. photos identifying the Parcel Area before the Grantee activities commence;
- b. photos identifying the Parcel during Grantee activities; or
- c. representative photos of the Parcel after construction.

3. CHANGE OF ADDRESS

The Grantee shall immediately notify the Grantor, in writing, of any change in the address of the Grantee or the representative conducting operations on site.

4. OPERATIONS

In accordance with AS 37.14, AS 38.05, and 11 AAC 99, approval of your application is granted subject to the following stipulations:

- a. This Easement authorizes operations within the Project Area as defined in the application. All operations are to be conducted as described in the application and in compliance with the conditions and stipulations of this Easement.
- b. Operations under this permit shall be conducted in conformance with applicable all federal, state, and local laws and regulations in effect during the life of the Easement.
- c. The Grantee shall conduct operations only on that land which is approved for the term of this Easement and that is subject to the performance bond, if any, or other equivalent guarantee in effect.
- d. The Grantee shall conduct all operations only as described in the approved application, except to the extent otherwise directed by regulatory agencies.

- e. Any variation from the Development Plan presented in the application must be discussed, prior to implementation, with the Grantor, and may require a revision to this Easement or a new Development Plan prior to implementation.
- f. All survey monuments, witness corners, and/or reference monuments shall be protected against damage, destruction, or obliteration. Any damaged or obliterated markers shall be reestablished at the Grantee's expense in accordance with accepted survey practices of the Division of Mining, Land and Water and the Grantor.
- g. The Grantee shall not allow any lien to be filed against the lands subject to this Easement by anyone supplying labor or materials for any improvements or by or for the benefit of Grantee.
- h. Trail widths shall be kept to the minimum necessary. Trail surface may be cleared of stumps and snags. Due care shall be used to avoid excessive scarring or removal of vegetative ground cover.
- i. The Grantee shall take reasonable precautions to prevent and suppress forest, brush and grass fires within the Parcel. Uncontrolled fires shall be immediately reported to the appropriate local authorities. The Grantor shall not be responsible for forest fire protection of the Grantee's activities.
- j. The Grantee will notify the Grantor when field operations are taking place and shall provide reasonable opportunities to inspect the field operations.
- k. The Grantor and Grantee will mutually agree on language and placement of signs located on, or directing traffic across Grantor land.

5. FAILURE TO COMPLY

The Grantee shall take all possible steps to minimize any adverse impact to Trust Resources, the environment, or public health and safety resulting from noncompliance with any condition or stipulation of the Easement or other authorizations, including:

- a. Any accelerated or additional monitoring necessary to determine the nature, extent, and results of noncompliance;
- b. Immediate implementation of measures necessary to comply;
- c. Warning, as soon as possible after learning of the noncompliance, any person whose health and safety is in imminent danger due to the noncompliance;
- d. Any structure, property, or other resource harmed or damaged by the Grantee during this Easement shall be reconstructed, repaired, rehabilitated, or restored as may be required by regulatory agencies and the Grantor, so that the condition of the Grantors resource are equal to or better than the condition immediately prior the damage or destruction; and
- e. If it is commercially impractical to replace or repair such damage or destruction, and at the Grantor's option, the Grantee may instead pay the fair market value of the destroyed property, or an amount equal to the diminution in the fair market value of any such damaged property.

6. MATERIALS

The Grantee shall not disturb, cut, remove or displace any materials on Trust lands, except the Parcel, without first obtaining prior written authorization. "Materials" includes, but is not limited to, gravel, rock, sand, peat, timber and all other vegetative materials that have a commercial value. Grantee is required to pay the TLO fair market compensation or a price

as negotiated between the TLO and Grantee within three months of issuance of this Easement for the Grantor's "materials". Timber less than six inches in diameter, brush, and slash shall be disposed of to minimize the risk of fire and disease in accordance with the laws, regulations and guidelines established by the State of Alaska, Department of Natural Resources, Division of Forestry.

7. MAINTENANCE AND SCHEDULE

The Grantee shall be responsible for all maintenance and repair, including but not limited to snow and ice removal, and reconstruction as required for access, use, and activities under this Easement. Throughout the term of this Easement, Grantee shall, maintain the Parcel and all improvements

- a. in good repair and in a safe clean and sanitary condition to the reasonable satisfaction of the Grantor without committing waste, ordinary wear and tear excepted;
- b. in accordance with all applicable laws, ordinances, orders and regulations of any governmental agency or body having or claiming jurisdiction over the Parcel; and
- c. in a manner which will not jeopardize coverage provided by any insurance company or companies insuring all or any part of the lands, rights and resources subject to this Easement or improvements.

- 8. NO DISCRIMINATION.** The Grantee and the Grantee's subcontractors shall not discriminate against any employee or applicant because of race, religion, marital status, change in marital status, pregnancy, parenthood, physical handicap, color, sex, age, or national origin as set out in AS 18.80.220. The Grantee and its subcontractors shall, on beginning any operations under this Easement, post in a conspicuous place written notices setting out this nondiscrimination policy.

- 9. SPILL AND FIRE NOTIFICATION.** The Grantee shall immediately notify the Alaska Department of Environmental Conservation (ADEC) Spill Response Center at 1-800-478-9300 and the Grantor at (907) 269-8658 of any unauthorized discharges by the Grantee
- a. of oil to water,
 - b. any discharge of hazardous substances (other than oil), and
 - c. any discharge of oil greater than 55 gallons solely to land and outside an impermeable revetment. If a discharge of oil by the Grantee is greater than 10 gallons but less than 55 gallons it must be reported within 48 hours by phone. If a discharge by the Grantee is less than 10 gallons, it may be reported in writing on a monthly basis. All fires and explosions caused by the Grantee must also be immediately reported to the Grantor and the appropriate emergency response entities in the vicinity of the authorized use area.

SCHEDULE 5
SURVEYING AND PLATTING STANDARDS INSTRUCTIONS
Authority 11 AAC 53 and 11 AAC 51

These instructions define the survey and platting criteria for **projects** on Alaska Mental Health Trust Authority land (Trust) for compliance with the Easement provisions. The graphical representation of the real property affected the project must be complete enough that a particular position can be physically located or reestablished on the ground. These instructions are only applicable to projects constructed on Trust lands such as local access roads, trails, dikes, outfall lines, utilities etc. Projects crossing multiple land ownership boundaries such as collector roads or power transmission lines may require Special Survey Instructions issued by the TLO. The minimal framework for conducting surveys of Trust land is in accordance with the Alaska Society of Professional Land Surveyors (ASPLS) "Model Minimum Standards for the Practice of Land Surveying" December 1993 available at <http://www.alaskapls.org/>. Survey instructions required by another agency may be substituted provided they meet the minimum standards and paragraph 3 and 4 below.

1. **GENERAL SURVEY STANDARDS.** All land survey activities affecting the legal real property rights of the TLO, the adjoining landowner, or both, shall be made in accordance with applicable laws, regulations, rules of procedures, and acceptable professional practices, and shall be performed under the supervision of a land surveyor licensed to practice in the State of Alaska. All survey work must be accomplished with equipment and procedures sufficient to insure at least the degree of accuracy prescribed in these instructions. Entry upon public or private land for survey purposes shall be in accordance with AS 34.65.020.
 - a. The format guide for as-built surveys may be found at
"http://dnr.alaska.gov/mlw/survey/state_surveys/"
 - b. Supplemental cadastral survey per 11 AAC 53.150
 - c. Metes and bounds survey per 11 AAC 53.160
 - d. Amended plat per 11 AAC 53.260
 - e. Determination of Mean High Water (MHW) per 11 AAC 53.120(1)
 - f. Determination of Ordinary High Water (OHW) per 11 AAC 53.120(2)
 - g. Monuments per 11 AAC 53.190
 - h. Monument accessories per 11 AAC 53.200
 - i. Survey and field marking of easements per 11 AAC 51.075
2. **DRAFTING STANDARDS.** All plats that are presented to the TLO, with the exception of those types of surveys requiring specific data, must conform to the basic standards under 11 AAC 51.210 unless prior approval for the change has been granted by the executive director or it is necessary to comply with the standards of the municipal platting authority.
 - a. Sample plats and legends may be found at
"http://dnr.alaska.gov/mlw/survey/state_surveys/"
3. **THE TRUST LAND OFFICE SURVEY REQUIREMENTS.**
 - a. Coordinates for at least one corner in NAD 83 and NAD 27 with the source
 - b. Meridian, Township, Range and Section (MTRS) in title block

- c. Mental Health parcel number(s) and TLS No. in title block
- d. Digital data for survey:
A *.dxf (drawing exchange format) or *.dwg (AutoCAD drawing format) file in standard media electronic format (CD or DVD) shall be submitted. In lieu of a disk, the surveyor may make the drawing available through an FTP site on the internet or by e-mail attachment, if prior arrangements are made with TLO.

4. CERTIFICATES.

- a. Surveyor's Certificate under 11 AAC 53.210 for the Statewide Platting Supervisor will read as follows:

SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, that this plat represents a survey made by me or under my direct supervision, that the monuments shown hereon actually exist as described, and that all dimensions and other details are correct.

Date: _____ Registration Number: _____

(Surveyor's Seal) _____ (Signature in black ink) _____
Registered Land Surveyor

- b. TLO approval. The TLO approval box for the Statewide Platting Supervisor shall be on the same page as the Surveyor's Certificate and will read as follows:

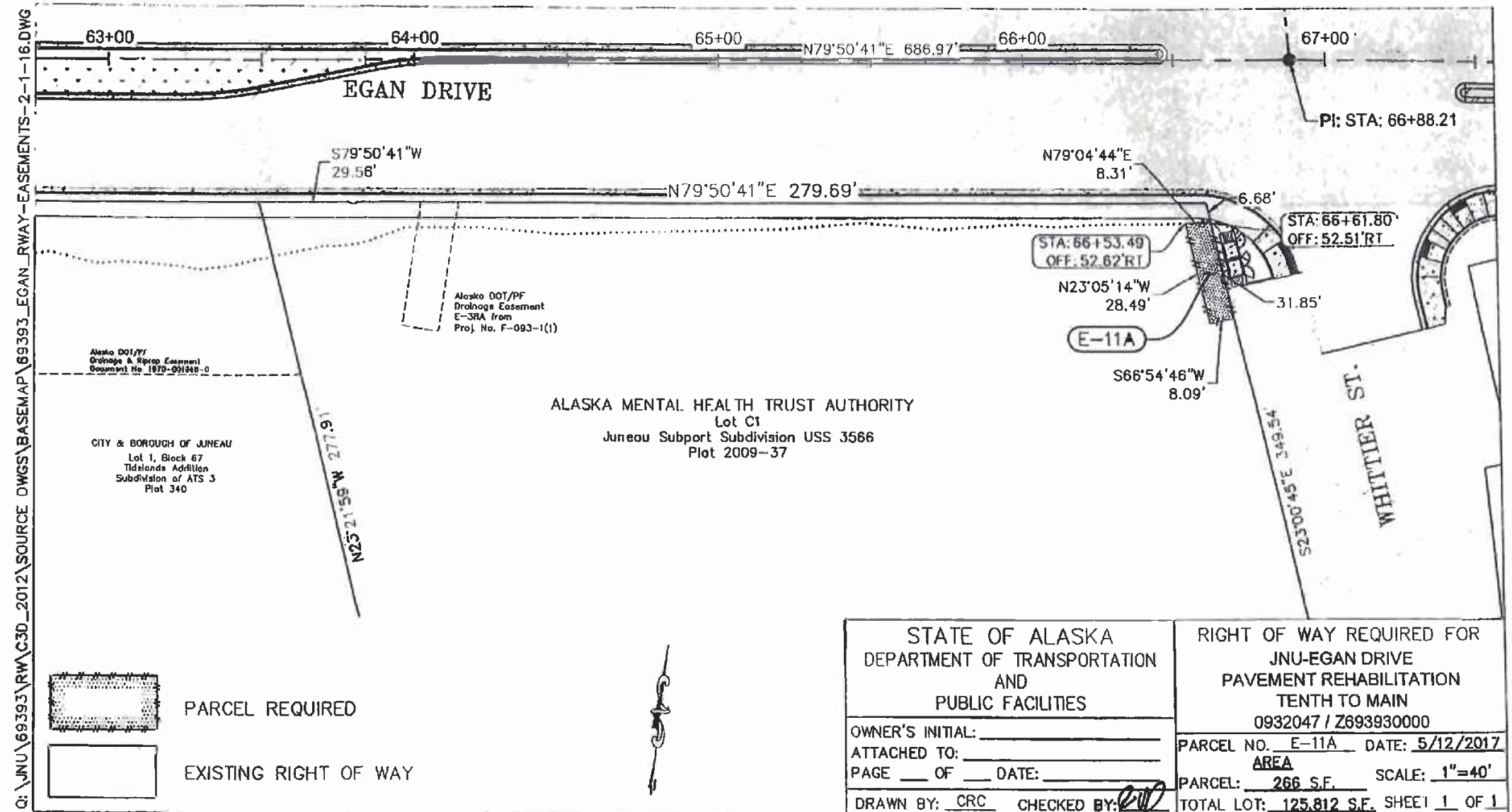
CERTIFICATE OF OWNERSHIP AND DEDICATION

Wyn Menefee, the undersigned, does hereby certify that I am the Executive Director of the Alaska Mental Health Trust Land Office, and acting by and through the State of Alaska, Department of Natural Resources, Trust Land Office, pursuant to AS 37.14.009, AS 38.05.801 and 11 AAC 99, as agent to the owner, the Alaska Mental Health Trust Authority, a public corporation within the Alaska Department of Revenue (AS 47.30.011 et seq.). I hereby approve TLS _____ for the Alaska Mental Health Trust Authority, and dedicate for public or private use as noted, all easements, public utility areas, and Rights of Way as shown and described hereon.

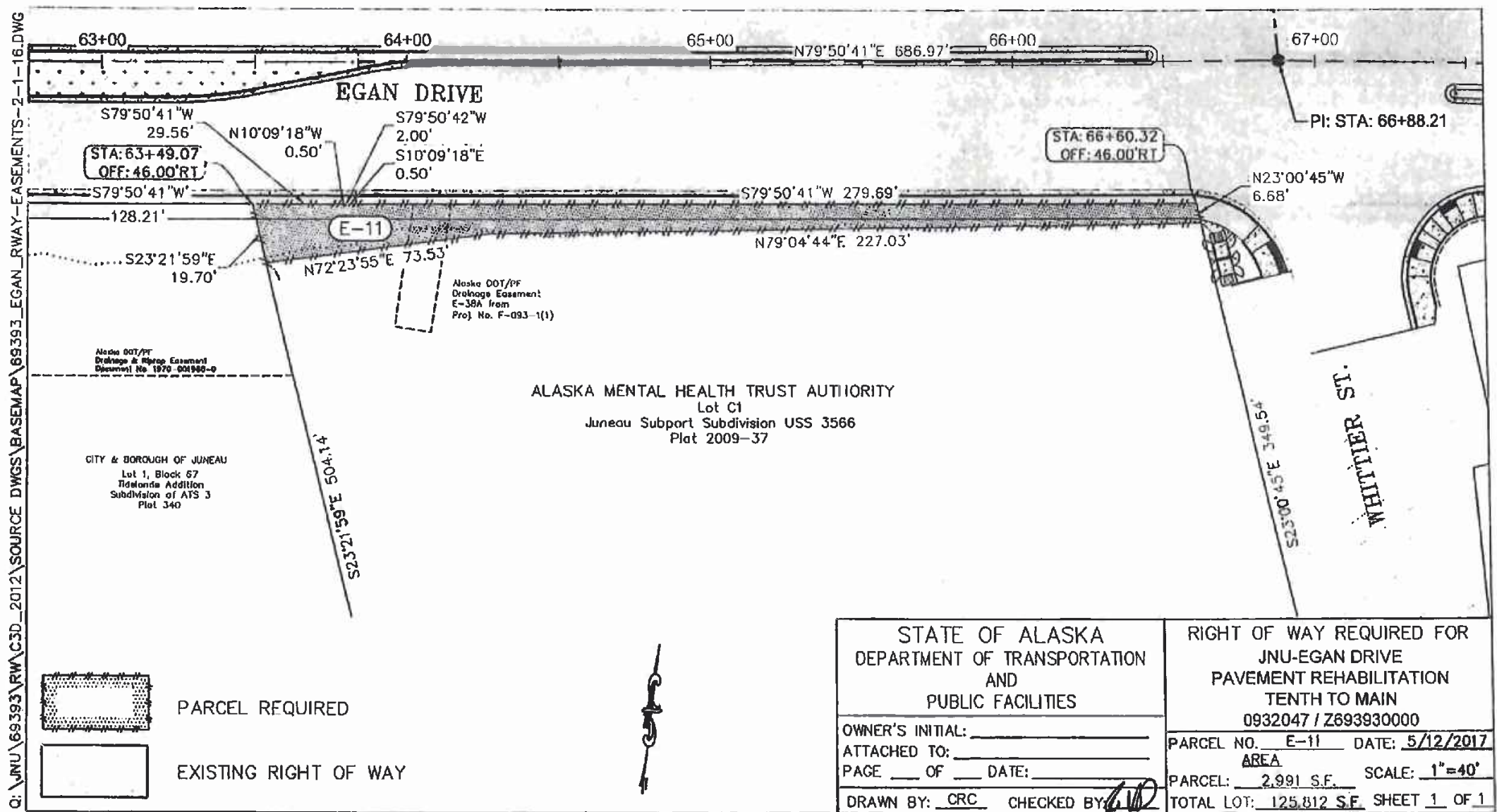
Alaska Mental Health Trust Land Office

Date: _____

Wyn Menefee
Executive Director
Alaska Mental Health Trust Land Office
2600 Cordova Street, Suite 100
Anchorage, AK 99503



Attachment A - Page 1 of 2



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES		RIGHT OF WAY REQUIRED FOR JNU-EGAN DRIVE PAVEMENT REHABILITATION TENTH TO MAIN 0932047 / Z693930000	
OWNER'S INITIAL: _____		PARCEL NO. <u>E-11</u> DATE: <u>5/12/2017</u>	
ATTACHED TO: _____		AREA	
PAGE ____ OF ____ DATE: _____		PARCEL: <u>2,991 S.F.</u> SCALE: <u>1"=40'</u>	
DRAWN BY: <u>CRC</u> CHECKED BY: <u>[Signature]</u>		TOTAL LOT: <u>125,812 S.F.</u> SHEET <u>1</u> OF <u>1</u>	



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

MEMORANDUM OF AGREEMENT

PROJECT NAME: JNU-EGAN DRIVE PAVEMENT
REHABILITATION TENTH TO MAIN

STATE PROJECT #: Z693930000

FEDERAL-AID PROJECT #: 0932047

PARCEL #: E-3, E-11/11A, & TCE-3A, 11A & 21A

AGREEMENT has been reached this 15TH day of AUGUST, 2018, between the owner or owners of the below designated parcel or parcels and the **DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**, for the purchase of said parcel or parcels. The amount to be paid and other considerations to be given in full satisfaction of this Agreement are as follows:

Right-of-Way Acquisition;	\$		
Retention Value	\$		
		Total Compensation	\$
Improvements purchased: Fence	\$		
Administrative Settlement	\$		
E-3 415 SF	\$	TCE-3A 204 SF	
E-11 2991 SF	\$	TCE-11A 1503 SF	
E-11A 266 SF	\$	TCE-21A 951 SF	
Land purchased: 3,672	(sq. ft.)		

Damages are a consideration: ☐ yes ☒ no Amount of Damages \$ included in total compensation

Other Conditions: DOT&PF agrees to consider and approve a driveway permit to Mental Health for ingress/egress to their real property off Egan drive in the area northwest from Whittier Drive, upon presentation of a use plan and application for a drive designed to appropriate AASHTO standards.

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 vendor or vendors.
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 vendor or vendors 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 vendor or vendors 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.

Of the total amount of compensation hereinabove agreed upon, the sum of \$126,080.00 shall be paid upon execution and delivery of a good and sufficient: ☐ Warranty Deed ☒ Easements ☒ Temporary Construction Easements & ☐ Other, and the balance of the compensation amounting to \$ n/a shall be paid upon compliance by the vendor or vendors with the terms hereof.

Disbursement of funds will be made in the following manner:

Vendor or Vendors	Amount of Payment
Alaska Mental Health Trust Authority	

The Vendor or Vendors 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. The Vendor occupants will be allowed a thirty-day rent-free period after receipt of the warrant and legal occupants will not be required to vacate the premises without at least ninety days written notice.

DEPARTMENT OF TRANSPORTATION & PUBLIC
FACILITIES

Trust Land Office, as agent for
Alaska Mental Health Trust Authority

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

By: Wyn Menefee
Executive Director

8/15/18
Date

BY: _____
Right-of-Way Agent _____ Date _____

APPROVED FOR PAYMENT AS ABOVE

GREG A. WEINERT _____ DATE _____
REGIONAL CHIEF RIGHT-OF-WAY AGENT
Region: Southcoast

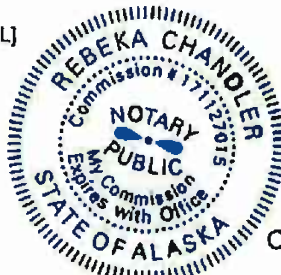
ACKNOWLEDGMENT


STATE OF ALASKA)
 : ss
THIRD JUDICIAL DISTRICT)

On this 15TH day of August, 2018 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared WYN MENEFEE, the Executive Director of the Trust Land Office, and known to me to be the identical individual who executed the foregoing instrument, and they acknowledged to me that he executed the same as the free and voluntary act of and as agent for the Trust Land Office, as agent for the Alaska Mental Health Trust Authority, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein stated.

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: WITH OFFICE

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 _____, 2018

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

By: _____
For the Commissioner