



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

PROJECT NAME: \_\_\_\_\_  
STATE PROJECT #: \_\_\_\_\_  
FEDERAL-AID PROJECT #: \_\_\_\_\_  
PARCEL #: \_\_\_\_\_ UNIT #: \_\_\_\_\_

AGREEMENT has been reached this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, 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 \$ \_\_\_\_\_  
Fixtures and improvements purchased: \$ \_\_\_\_\_  
Land purchased: \_\_\_\_\_ (sq.ft.) \_\_\_\_\_ (acres)  
Damages are a considerations:  yes  no Amount of Damages \$ \_\_\_\_\_ included in total compensation

Other Conditions:  
\_\_\_\_\_  
\_\_\_\_\_

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 \$ \_\_\_\_\_ shall be paid upon execution and delivery of a good and sufficient:  Warranty Deed  Easement  Temporary Const. Permit or  Other, and the balance of the compensation, amounting to \$ \_\_\_\_\_ 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 |
|-------------------|-------------------|
|                   |                   |

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  
\_\_\_\_\_  
REGIONAL PRE-CONSTRUCTION ENGINEER Date  
Note: Regional Pre-Construction Engineer or Designee must sign when construction consideration is involved  
BY: \_\_\_\_\_  
Right-of-Way Agent Date

Vendor and Vendors  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

**APPROVED FOR PAYMENT AS ABOVE**

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