

**SUBJECT:** INFORMING THE ASSEMBLY OF A MEMORANDUM OF AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT WITH THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, FOR THE CHURCH ROAD PAVEMENT PRESERVATION PROJECT. (MSB008231)

**AGENDA OF:** August 5, 2025

**ASSEMBLY ACTION:** Presented to the Assembly 08/05/25 - BJH

**AGENDA ACTION REQUESTED:** For information only.

| Route To                                  | Signatures                                                                                                                                                                                                    |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Originator                                | <div>6 / 3 0 / 2 0 2 5</div> <div>X      L i s a   G r a y</div> <div>Signed by: Lisa Gray</div>                                                                                                              |
| Land & Resource Management Manager        | <div>7 / 1 8 / 2 0 2 5</div> <div>X      J o e   M e t z g e r</div> <div>Signed by: Joe Metzger</div>                                                                                                        |
| Community Development Department Director | <div>7 / 2 1 / 2 0 2 5</div> <div>X      J i l l i a n   M o r r i s s e y</div> <div>Signed by: Jillian Morrissey</div>                                                                                      |
| Finance Director                          | <div> Recoverable Signature</div> <div>X      C h e y e n n e   H e i n d e l</div> <div>Signed by: Cheyenne Heindel</div> |
| Borough Attorney                          | <div>7 / 2 2 / 2 0 2 5</div> <div>X      J o h n   A s c h e n b r e n n e r</div> <div>Signed by: John Aschenbrenner</div>                                                                                   |
| Borough Manager                           | <div>7 / 2 3 / 2 0 2 5</div> <div>X      M i c h a e l   B r o w n</div> <div>Signed by: Mike Brown</div>                                                                                                     |
| Borough Clerk                             | <div>7 / 2 3 / 2 0 2 5</div> <div>X      L o n n i e   M c K e c h n i e</div> <div>Signed by: Lonnie McKechnie</div>                                                                                         |

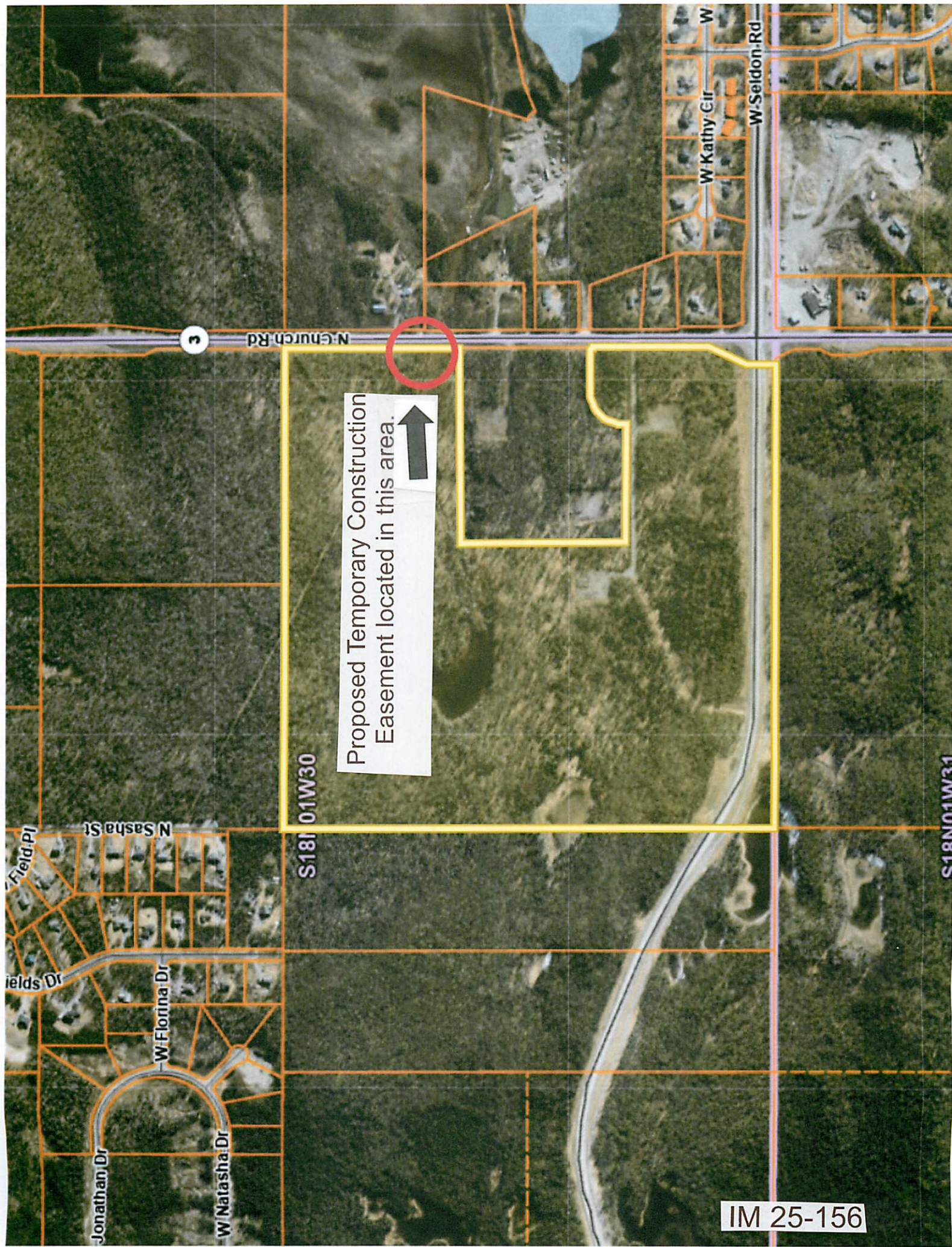
**ATTACHMENT (S) :** Map (1 pp)  
 Memorandum of Agreement (1 pp)  
 Temporary Construction Easement (3 pp)

**SUMMARY STATEMENT:**

The State of Alaska, Department of Transportation and Public Facilities' (DOT&PF), Big Lake Road MP 0-3.6 and Church Road

Pavement Preservation Project (Project No. CFHWY00906) affects a Borough-owned property on Church Road. The request from DOT&PF is for a 17,509 square foot temporary construction easement on Tract A-1, MSB Subdivision (tax account number 8264000T00A-1). The subject property is vacant land and is located on the corner of Church Road and Seldon Road. The DOT&PF pavement preservation project will improve the roadway drainage, paving, pathways, guardrails, signing and striping along Big Lake Road and Church Road. The total compensation will be five hundred dollars. Staff initiated a Borough inter-department review and received no objections. Construction is anticipated to start in the spring of 2026. The temporary easement is authorized pursuant to MSB 23.05.030. The documents provided are for Assembly information and review as directed by Borough administration and the Assembly.





Proposed Temporary Construction  
Easement located in this area.







STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

MEMORANDUM OF AGREEMENT

FILE NAME: **BIG LAKE ROAD MP 0 – 3.6 AND  
CHURCH ROAD PAVEMENT PRESERVATION PROJECT**

STATE PROJECT #: **CFHWY00906**

FEDERAL-AID PROJECT #: **0511009**

PARCEL #: **TCE-6**

AGREEMENT has been reached this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the owners of the above designated parcel and the **DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**, for the purchase of said parcel. The amount to be paid, and other considerations to be given in full satisfaction of this Agreement, is as follows:

Easement: \$350.18 Rounded Up to: \$500.00

Total Compensation: **\$500.00**

Are Damages a consideration? ☐ yes ☒ no Amount of Damages \$ 0.00 included in total compensation

Area of Easement: 17,509 Square Feet

1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the owner.
2. This Memorandum embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
3. The owner hereby agrees that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remainder men, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said owner agree to discharge the same.
4. THIS AGREEMENT shall be deemed a CONTRACT, extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representative, successors and assigns of the parties, only when the same shall have been approved by the Regional Chief Right-of-Way Agent on behalf of the Department.

Other Conditions: None.

Of the total amount of compensation hereinabove agreed upon, the sum of \$500.00 shall be paid upon execution and delivery of a good and sufficient: ☐ Warranty Deed ☐ Easement Deed ☒ Temporary Const. Easement ☐ Temporary Const. Permit or ☐ Other, and the balance of the compensation, amounting to \$0 shall be paid upon compliance by the owner(s) with the terms hereof.

Disbursement of funds will be made in the following manner:

| Vendor(s)                 | Amount of Payment |
|---------------------------|-------------------|
| Matanuska-Susitna Borough | \$500.00          |

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

The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION  
& PUBLIC FACILITIES

OWNER:  
Matanuska-Susitna Borough

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

BY \_\_\_\_\_ Date

RIGHT-OF-WAY AGENT \_\_\_\_\_ Date

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

|                                                                                   |                                                                           |                                                                                                         |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  | STATE OF ALASKA<br>DEPARTMENT OF TRANSPORTATION<br>AND PUBLIC FACILITIES  | FILE NAME: <b><u>BIG LAKE ROAD MP 0 – 3.6 AND<br/>CHURCH ROAD PAVEMENT PRESERVATION<br/>PROJECT</u></b> |
|                                                                                   | <b>TEMPORARY CONSTRUCTION<br/>EASEMENT</b><br>(Standard/Partial Property) | STATE PROJECT #: <b><u>CFHWY00906</u></b>                                                               |
|                                                                                   |                                                                           | FEDERAL-AID PROJECT #: <b><u>0511009</u></b>                                                            |
|                                                                                   |                                                                           | PARCEL #: <b><u>TCE-6</u></b>                                                                           |

The Grantor, **MATANUSKA-SUSITNA BOROUGH** whose mailing address is 350 E. Dahlia Avenue, Palmer, AK 99645-6844, for and in consideration of Ten Dollars, and other valuable consideration, in hand paid, conveys and warrants to the Grantee, **State of Alaska, Department of Transportation and Public Facilities**, whose mailing address is P. O. Box 196900, Anchorage, AK 99519-6900, its successors and assignees, an unrestricted temporary easement, over, and across the following-described tract of land located in the State of Alaska: That part of the following described tract of land:

**TRACT A-1 MSB-SELDON SUBDIVISION, according to the official plat thereof,  
filed under plat number 2022-51, in the records of the Palmer Recording District,  
Third Judicial District, Alaska,**

which lies within the easement of right-of-way lines of Alaska Project No. CFHWY00906, delineated as to said tract of land on the plat attached hereto and made a part hereof as page 3 of this instrument and designated as Parcel No. **TCE-6**. Said parcel, containing **17,509** square feet, more or less, in addition to existing right-of-way, is hereby conveyed to the State of Alaska, Department of Transportation and Public Facilities for the purpose of providing a **two-year** temporary workspace associated with the **Big Lake / Church Road Pavement Preservation Project**.

The Grantor hereby covenants with the State of Alaska that the Grantors has good title to the above-described tract of land, and covenants that the State of Alaska shall have quiet and peaceable possession therefore and use thereof during the period of the temporary construct easement. The period shall begin on the 1<sup>st</sup> day of construction on the property, and ending two years later, at which time this easement shall expire and be of no force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

MATANUSKA-SUSITNA BOROUGH:

BY: \_\_\_\_\_  
 Print Name/Title: \_\_\_\_\_

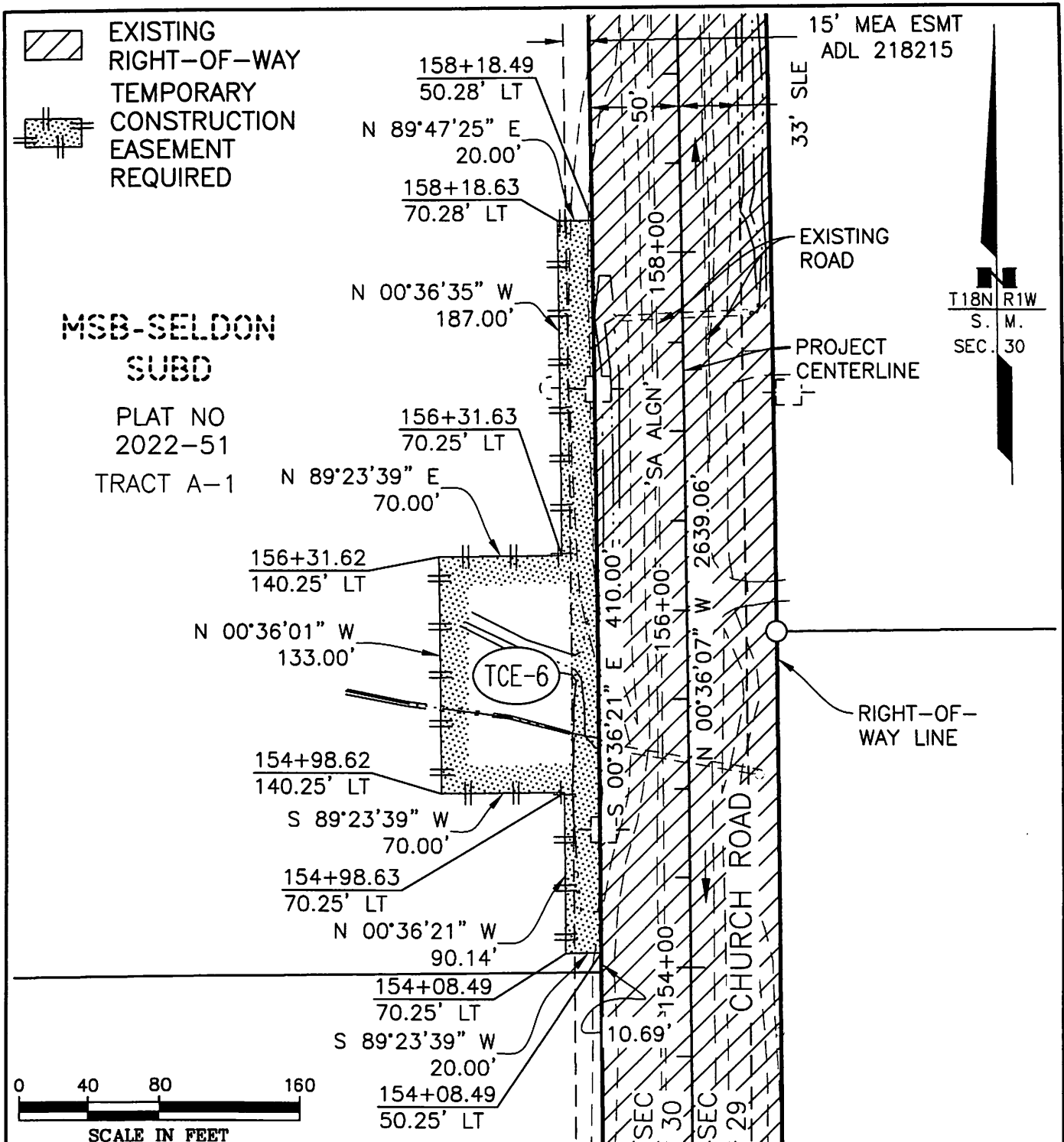
**CERTIFICATE OF ACCEPTANCE**

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 \_\_\_\_\_, 2025.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

By: \_\_\_\_\_  
For the Commissioner



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

TEMPORARY CONSTRUCTION EASEMENT REQUIRED FOR  
**BIG LAKE ROAD MP 0-3.6 AND CHURCH ROAD**  
**PAVEMENT PRESERVATION**  
 PROJECT NO. 0511009/CFHWY00906

OWNER'S INITIAL \_\_\_\_\_  
 ATTACHED TO Temporary Construction Easement  
 PAGE 3 OF 3 DATED \_\_\_\_\_

**PLAT 1 OF 1**

TCE AREA 17,509 S.F.

DRAWN BY AFF

DATE Mar 2025

**PARCEL NO. TCE-6**

**IM 25-156**