

Notes to File



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Seward Highway Right-of-Way Study
Project No. 0A31(051)/59765
PSA No. 02532054
NTP2: Mileposts 97-105

Statement of Services Proposal: Land Exchange Services

1. DOT&PF Central Region has requested that R&M Consultants assist and facilitate the land exchange transactions according to the terms and intent of the October, 2001 Memorandum of Agreement (MOA) between DOT&PF, the Alaska Railroad Corporation (ARRC) and the Department of Natural Resources, (DNR).
2. DOT&PF Tasks to be performed by R&M Consultants:
 - 2.1. Preliminary coordination with ARRC/DNR/DOT&PF
 - Review MOA and legislative approval provisions (Ch. 116 SLA 2000) to ensure that all parties concur with obligations and intent.
 - Amend and/or extend term of MOA that expired October 16, 2011. (Ref. MOA p. 11, ¶ 1 & 3)
 - Provide preliminary ROW maps to ARRC and DNR (Ref. MOA p. 7, ¶ 10)
 - Review NTP segments, mapping schedules and reach agreement on preparing conveyance transactions by segment.
 - 2.1..1. DOT to DNR (Ref. MOA p. 8, ¶ 13)
 - 2.1..2. DOT to ARRC (Ref. MOA p. 8, ¶ 13)
 - 2.1..3. DNR to DOT (Ref. MOA p. 8, ¶ 12)
 - 2.1..4. DNR to ARRC (Ref. MOA p. 8, ¶ 3)
 - 2.1..5. ARRC to DOT (Ref. MOA p. 10, ¶ 4)
 - 2.1..6. ARRC to DNR (Ref. MOA p. 10, ¶ 4)
 - 2.2. Prepare legal descriptions (including appropriate graphic exhibits) necessary to convey or vacate land interests. It is estimated that there will be 20 parcels.
 - 2.3. Review and update or acquire as necessary, title information necessary to prepare land exchange documents and identify appropriate exceptions and reservations. (Ref. MOA p. 8, ¶ 15)
 - 2.4. Prepare conveyance or vacation documents to meet MOA intent:
 - DOT: Land disposal authority (AS 19.05.070; 17 AAC 10.120 Exchanges)
 - DNR: Exchange of State Land (AS 38.50.010; Article 8, 11 AAC 67.200)

- ARRC: Exchange of Land (AS 42.40.435)
- 2.5. Address necessary exceptions and reservations to the conveyance documents to ensure that prior existing rights are protected. These primarily will consist of reservations to protect existing utilities.
- 2.6. Prepare exhibits and documents required in support of internal agency procedures:
- DOT – Land disposal “decisional document” (17 AAC 10.100(b))
 - DNR – Final Finding and Decision
 - ARRC – Board approval of conveyance documents (AS 42.40)
- 2.7. Prepare and post public notices as required for conveyance and disposal of properties (All MOA parties are subject to Article VIII, Section X of the Alaska Constitution regarding the public notice requirement for a disposal of a land interest.)
- DOT – 17 AAC 10.105(d) Public Notice for disposals; 17 AAC 10.120(b)(2) Public notice for a land exchange.; AS 44.62.174 Online Public Notice System.
 - DNR – AS 38.05.945; AS 44.62.174 Online Public Notice System.
 - ARRC - See Laverty v. Alaska R.R. Corp. Alaska Supreme Ct., Dec. 1, 2000
- 2.8. Right of Way Acquisition Platting: Execution of the land exchange documents constitutes the acquisition and disposal of parcels that result in the changing of boundaries. These boundary changes will require the submittal and approval of a right of way acquisition plat to the Municipality of Anchorage under Title 21.15.153 and representation by R&M at the platting board meetings. The surveys and base mapping prepared under the earlier phases of this contract will form the basis of this required mapping product.
- 2.9. Execute and record all land exchange conveyance and vacation documents.
- 2.10. Draft and submit information to the Legislature as required under Ch. 116 SLA 2000, Section 8. (Ref. MOA p. 8, ¶ 18)
- Define land transfers that will require statutory amendment to describe the Chugach State Park.
 - Draft legislation necessary to make those statutory changes.
- 2.11. Contract for appraisal of existing and relocated highway and railroad corridors. It is presumed that as land exchanges are generally to be based upon equal value, that the valuation information will allow a mechanism to balance the exchange by compensation where the exchanged areas are not equal in size or value. (Ref. MOA p. 7, ¶ 11)

3. Notes to Bill C.:

3.1. Compensation: Due to the fact that more than a decade has passed since the MOA was initiated; the MOA term has expired; the MOA included several ambiguous provisions; and that preliminary indications suggest that some or all of the parties may have changed their views on how the MOA is to be implemented, compensation can only be reasonably set on a time and materials basis. The role that R&M will play is far more than that of a process facilitator. The intent of this SOS is that R&M take the actions necessary to meet the terms and conditions of the land exchanges upon review and concurrence of the MOA parties. This presumes that all of the MOA parties are ready and willing to resolve any outstanding issues and to respond to questions and reviews in a timely manner. Karen informed me that the ROW Study contract is already set up for cost plus fixed fee compensation.

3.2. Tasks performed by R&M: It is unclear how many of the tasks outlined as DOT&PF obligations in the MOA that DOT would like us to perform. For example, I have added in paragraph 2.11 that R&M could act as the contract manager and secure the appropriate appraisals using DOT appraisal standards if they want to remove themselves from this work to the extent possible. This is not work that R&M would typically be hired to perform but we can do it.

3.3. Schedule and Estimate: Tasks that R&M performs independently can be defined and estimated such as:

- 2.2 prepare descriptions and parcel plats for 20 parcels
- 2.4 prepare deeds for 20 parcels
- 2.7 public notices

Tasks that require coordination or interaction with the other parties are open ended. I suspect you already have some standard rules for estimating tasks so I will leave this Statement of Services as a first draft so you can let me know how you would want to proceed. Also I see that the project is titled "MP 99-105", while Gene's mapping is from "MP 97-105". I'm not sure if we are to be addressing the land exchanges as shown on his preliminary mapping or are fixed to the MP99-105 limits.