



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

**COMMISSIONER'S
DEED OF RELINQUISHMENT**

PROJECT NAME: _____
STATE PROJECT #: _____
FEDERAL-AID PROJECT #: _____
PARCEL #: _____ UNIT #: _____

The GRANTOR, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, whose mailing address is _____, hereinafter referred to as "the State," acting by and through its Commissioner, under the authority of AS 19.05.070, for and in consideration of ONE DOLLAR and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, subject to the following-described interests and conditions, does hereby relinquish and quitclaim unto the GRANTEE, _____, whose mailing address is _____, hereinafter referred to as _____, all right, title, and interest, if any, not herein reserved unto the State, in and to that real property situated in the _____ Recording District, _____ Judicial District, State of Alaska, more particularly described as follows:

A portion of _____, _____ Recording District, _____ Judicial District, State of Alaska,

Subject to:

In consideration of this conveyance, the _____ agrees as follows:

1. The _____ is familiar with the property described above, including all rights-of-way, improvements, and structures located thereon, hereafter referred to as the "road".
2. The _____ represents that it has inspected the road and is familiar with its design and quality of construction and has had sufficient opportunity to perform an environmental assessment of the property described above for the purpose of determining whether any hazardous substance contaminates the property. For purposes of these covenants, a "hazardous substance" is any chemical, metal, petroleum product, or other material (or any combination of materials) that is regulated by any government agency in any quantity as a contaminant, hazardous material, or threat to health or safety.

Filed for Record at the Request of
and Return to:
State of Alaska
Department of Transportation &
Public Facilities

State Business - No Charge

3. The _____ shall hold the State, its officers, employees, and agents (collectively, "the State") harmless from and defend and indemnify the State for liability, claims, or causes of action arising out of this Deed and Assignment or relating to the property and facilities being deeded and the obligations being assigned.

a. Notwithstanding the foregoing, the _____ shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that to the maximum extent allowed by law, the _____ shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of facilities existing on the premises at the date of this Deed, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the _____ assumes maintenance responsibilities for the facilities.

b. The _____'s duty to defend shall apply regardless of whether it is also alleged that the State's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

c. Neither liability, claims or causes of action arising from injuries that occurred prior to the date of this Deed, nor liabilities imposed by, or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by this paragraph.

4. Upon acceptance of this Deed by the _____, the State shall cease ownership, maintenance, and operation of the road and the _____ shall be solely responsible for its ownership, maintenance, and operation.

5. If the premises cease to be dedicated to public use, the State may, upon reasonable notice, reenter and reoccupy the premises without compensation, for any public purpose.

6. This Deed is subject to the terms of Memorandum of Understanding (MOU) number _____ attached as exhibit 1.

ASSIGNMENT

In addition to the conveyance described above, and relating to the property and property interests therein conveyed to the _____, the State hereby assigns to the _____, for all events occurring after the date of this assignment, all its rights, powers, interests, and privileges in or arising from each and every one of the utility permits listed below:

<u>Permit Number</u>	<u>Permittee</u>	<u>Facility</u>
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Dated this _____ day of _____, 2_____.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BY: _____
Regional Director, _____ Region

STATE ACKNOWLEDGMENT

STATE OF ALASKA)
 : ss.
_____ JUDICIAL DISTRICT)

ON THIS ____ day of _____, 2____, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared _____ the Regional Director of the _____ Region of the Department of Transportation and Public Facilities for the State of Alaska, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that _____ he signed the same freely and voluntarily, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that _____, Grantee herein, hereby accepts the conveyance of 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 _____, 2_____.

MAIL CONFORMED COPY TO GRANTEE AT THE MAILING ADDRESS SET OUT ABOVE.