



**Alaska Railroad Corporation
Board of Directors
Real Estate Committee Agenda**

Date: June 4, 2025

Time: 9:00 AM

Join Zoom Meeting

<https://us02web.zoom.us/j/86543583737?pwd=Ee2x06AlbmJdfllip7w8tCe9s4VbbB.1>

Meeting ID: 865 4358 3737

Passcode: 101132

Customer Communication:

- Customer Meetings

Board Action Items:

➤ *AFE's / Resolutions to be presented to the Board:*

- AFE No. XXXXXX – Phillips Trust Property – Fairbanks

➤ *Contracts to be presented to the Board:*

- Contract No. 9800 - Municipality of Anchorage (Downtown Trail Connection) – Anchorage
- Contract No. 21177 - Great Northwest Moving Company – Anchorage
- Contract No. 9524A - Global Tower Assets III – Portage

Briefing / Update

Seward

- Dock Traffic
- MOU and Lease Information with the SOA for the Seward Airport
- Seward Coal Loading Facility Property Update
- Passenger Dock and Terminal Project (A portion of this discussion may be held in Executive Session to address confidential financial and legal matters.)

Whittier

- Whittier Seafoods Update
- ARRC Terminal Whittier Master Plan

- City of Whittier Waterfront Plan
- DOT City of Whittier Transportation Master Plan
- City of Whittier and ARRC Land Purchase, Sale, Exchange (A portion of this discussion may be held in Executive Session to address confidential financial and legal matters.)

Anchorage

- Odom Building
- ASR - 2301 Spar Ave Property
- Anchorage Trolley 920 Whitney
- Bait Shack 2025 Community Events

Matanuska-Susitna Borough

- Port MacKenzie Rail Extension

Fairbanks

- Aurora Energy – permit area vacated April 30
- Customer Party – HooDoo Event July 21
- Chena Landings Lot 8

Executive Session Agenda:

- Other matters, if any, appropriate for Executive Session that are identified by the Committee members and successfully moved for inclusion in the Executive Session.”

Committee Members: Committee of the whole

LAND PURCHASE SUMMARY

SELLER: Estate of Carroll Phillips, Jr.

RESOLUTION No. 2025-17

KEY PURCHASE PROVISIONS:

Estimated Effective Date: Upon closing in conformance with Section 3 of the Purchase and Sale Agreement ("PSA")

TO SELLER: \$1,810,010.00

TOTAL SALE PARCEL SIZE:
Approximately 43.38 acres (1,889,560 square feet)

TOTAL PURCHASE PRICE:
\$1,820,000 (\$1,810,000 purchase price plus \$10,000 to cover miscellaneous closing costs)

PUBLIC NOTICE: NA

LEGAL REVIEW: Yes

INTENDED USE: ARRC Operations

LAND DESCRIPTION: General Description of Sale Parcel (Land and Improvements): Approximately 43.38 acres (1,889,560 square feet) of land and all associated improvements located thereon in the vicinity of the ARRC Fairbanks Railyard, as described in more detail below.

General Description of Right-of-Way Parcels (Not included in Sale Parcel, but for which ARRC will receive a quit claim of any interest of the Seller as described below): Three parcels of land totaling approximately 14.19 acres (614,900 square feet) that are subject to not less than an Exclusive Use Easement, as defined by Section 603(11) of the Alaska Railroad Transfer Act, granted to the Alaska Railroad Corporation in Patent No. 50-2006-0464, recorded in the Fairbanks Recording District on October 5, 2006 as Document No. 2006-025473-0.

Sale Parcel Legal Description:

Those portions of Government Lot 11 and the S1/2 of the SE1/4 of Section 5, T. 1 S., R. 1 W., Fairbanks Meridian located south of the Railroad Right-of-Way as per US Survey 9070, described as follows:

Beginning at Corner Number 4, Lot 2, US Survey 9070 which is at the intersection of the Railroad Right-of-Way and the ordinary high water line of Noyes Slough; then southwesterly on the ordinary high water mark of Noyes Slough to the boundary line of Parcel 14 as depicted on Right of Way Map Proposed Highway Project F-M-0668 (3) recorded on May 9, 2003 in the Fairbanks Recording District as Plat 2003-54; then easterly and then northerly on the boundary of Parcel 14 to its intersection with the Railroad Right-of-Way; then northwesterly on the boundary of the Railroad Right-of-Way to the point of beginning. The parcel contains approximately 43.38 acres (1,889,560 Square Feet) and improvements located thereon.

Right-of-Way Parcels Legal Descriptions:

Those portions of US Survey 9070 within Government Lot 11 and the S1/2 of the SE1/4 of Section 5, T. 1 S., R. 1 W., Fairbanks Meridian described as follows:

PARCEL 1:

That portion of Lot 2 of US Survey 9070 located within Government Lot 11 of Section 5, T. 1 S., R. 1 W., F.M. and South of the Alaska Railroad Right-of-Way Centerline containing approximately 50,500 sq ft± (1.2 ac±).

PARCEL 2:

That portion of Lot 2 of US Survey 9070 located within the SE1/4 of Section 5, T. 1 S., R. 1 W., F.M. containing approximately 531,100 sq ft± (12.19 ac±).

PARCEL 3:

Lot 14 of US Survey 9070 containing approximately 33,300 sq ft± (0.8 ac±)

SUMMARY AND RECOMMENDATIONS: The Alaska Railroad Corporation (ARRC) has a significant and unique opportunity to acquire a forty-three-acre parcel of land from the Estate of Carroll Phillips, Jr., located adjacent to ARRC's Fairbanks Railyard, along with a quit-claim deed for any interest the Estate may have in nearby ARRC right-of-way parcels. The current Fairbanks Yard operates at maximum capacity, making the acquisition of this land essential for accommodating future growth and enhancing ARRC's economic objectives in Fairbanks and throughout Alaska. This purchase will enable the expansion of Fairbanks Yard's capacity, facilitating support for developments in the oil, gas, and mining sectors, as well as other areas of the Alaskan economy. Moreover, acquiring the property will strengthen ARRC's role in fostering economic stability and growth in Fairbanks and the surrounding regions. Opportunities for purchasing such a strategically-located and sizeable parcel of land to expand rail operations are rare and unlikely to arise again soon. Furthermore,

obtaining a quit claim deed for any interest in the right-of-way parcels will further secure ARRC's title to those properties.

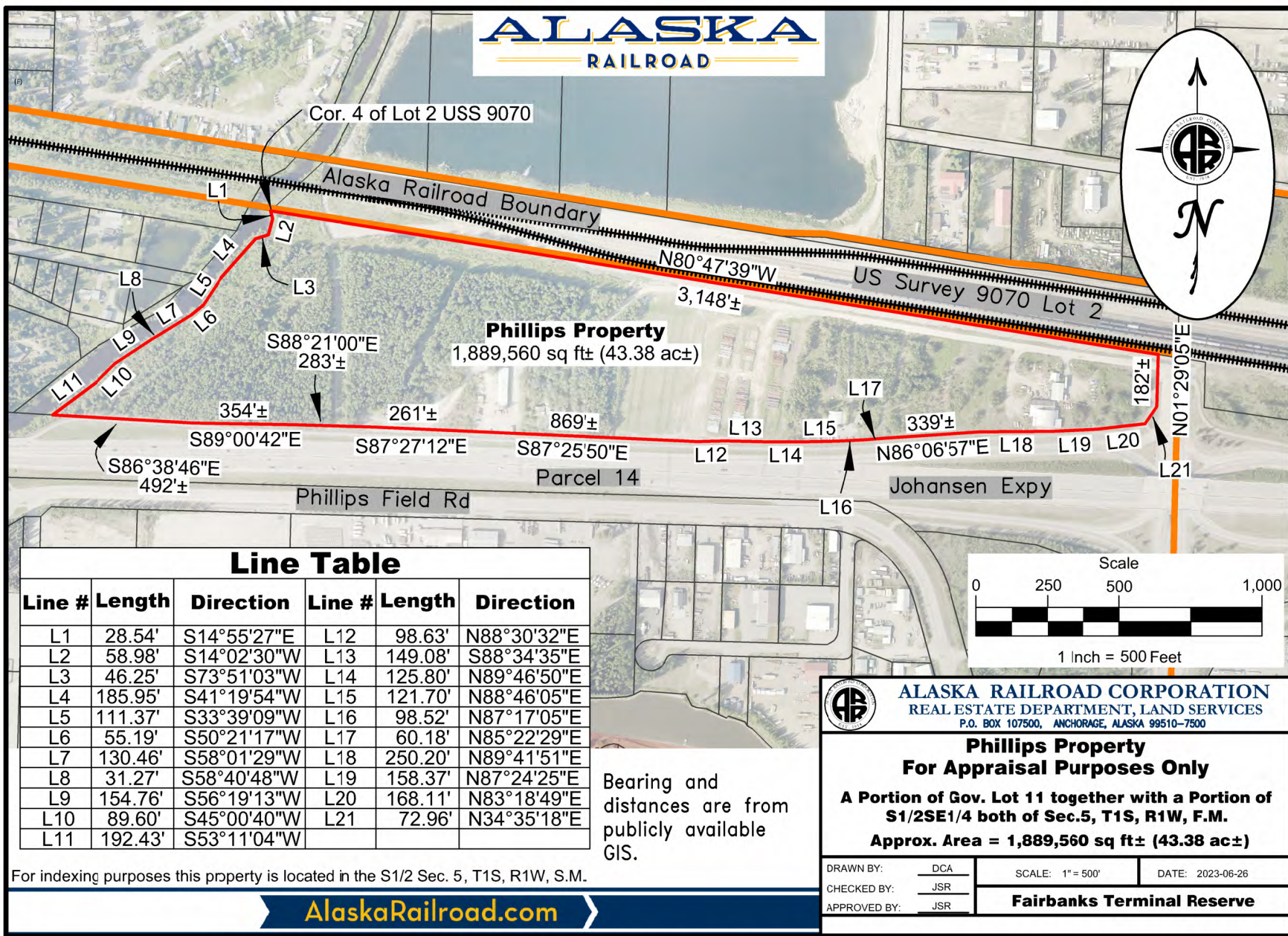
As to the Sale Parcel, Seller will provide a warranty deed with respect to the Seller's title, but all other aspects of the conveyance of the Sale Parcel will be made on an "as-is, where-is" basis with all faults and with no adjustments for physical, functional, environmental or economic conditions. This "as-is, where-is" condition has been insisted on by Seller and Staff believes that agreeing to that approach is warranted in light of the unusual benefits provided by this unique opportunity.

The parties hope to proceed to closing as early as July 1, 2025, if the Board approves the transaction at the June 25, 2025 Board meeting and due diligence is satisfactory, although the parties will have until December 31, 2025, or as further extended by mutual agreement, to close in order to accommodate any delays. For the reasons described above, Staff recommends approval of the purchase, totaling \$1,820,000 from internal ARRC funds (\$1,810,000 purchase price plus \$10,000 to cover miscellaneous closing costs), to be authorized under AFE No. XXXXX, and approve the proposed purchase terms and conditions described above.

APPROVED: _____

Jennifer Mergens
ARRC Board Secretary

Board Meeting Date: _____




Line Table

Line #	Length	Direction	Line #	Length	Direction
L1	28.54'	S14°55'27"E	L12	98.63'	N88°30'32"E
L2	58.98'	S14°02'30"W	L13	149.08'	S88°34'35"E
L3	46.25'	S73°51'03"W	L14	125.80'	N89°46'50"E
L4	185.95'	S41°19'54"W	L15	121.70'	N88°46'05"E
L5	111.37'	S33°39'09"W	L16	98.52'	N87°17'05"E
L6	55.19'	S50°21'17"W	L17	60.18'	N85°22'29"E
L7	130.46'	S58°01'29"W	L18	250.20'	N89°41'51"E
L8	31.27'	S58°40'48"W	L19	158.37'	N87°24'25"E
L9	154.76'	S56°19'13"W	L20	168.11'	N83°18'49"E
L10	89.60'	S45°00'40"W	L21	72.96'	N34°35'18"E
L11	192.43'	S53°11'04"W			

Bearing and distances are from publicly available GIS.

For indexing purposes this property is located in the S1/2 Sec. 5, T1S, R1W, S.M.

AlaskaRailroad.com



ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Phillips Property
For Appraisal Purposes Only
A Portion of Gov. Lot 11 together with a Portion of S1/2SE1/4 both of Sec.5, T1S, R1W, F.M.
Approx. Area = 1,889,560 sq ft± (43.38 ac±)

DRAWN BY: DCA	SCALE: 1" = 500'	DATE: 2023-06-26
CHECKED BY: JSR	Fairbanks Terminal Reserve	
APPROVED BY: JSR		

ALASKA RAILROAD

That portion of Lot 2 of US Survey 9070 located within Government Lot 11 of Section 5, T. 1 S., R. 1 W., F.M. and South of the Alaska Railroad Right-of-Way Centerline.

50,500 sq ft± (1.2 ac±)

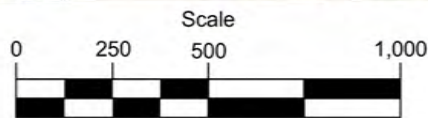
That portion of Lot 2 of US Survey 9070 located within the SE1/4 of Section 5, T. 1 S., R. 1 W.

531,100 sq ft± (12.19 ac±)

Lot 14 USS 9070
33,300 sq ft± (0.8 ac±)

Johansen Expy

Peger Road



1 Inch = 500 Feet

For indexing purposes this property is located in the S1/2 Sec. 5, T1S, R1W, S.M.

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P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

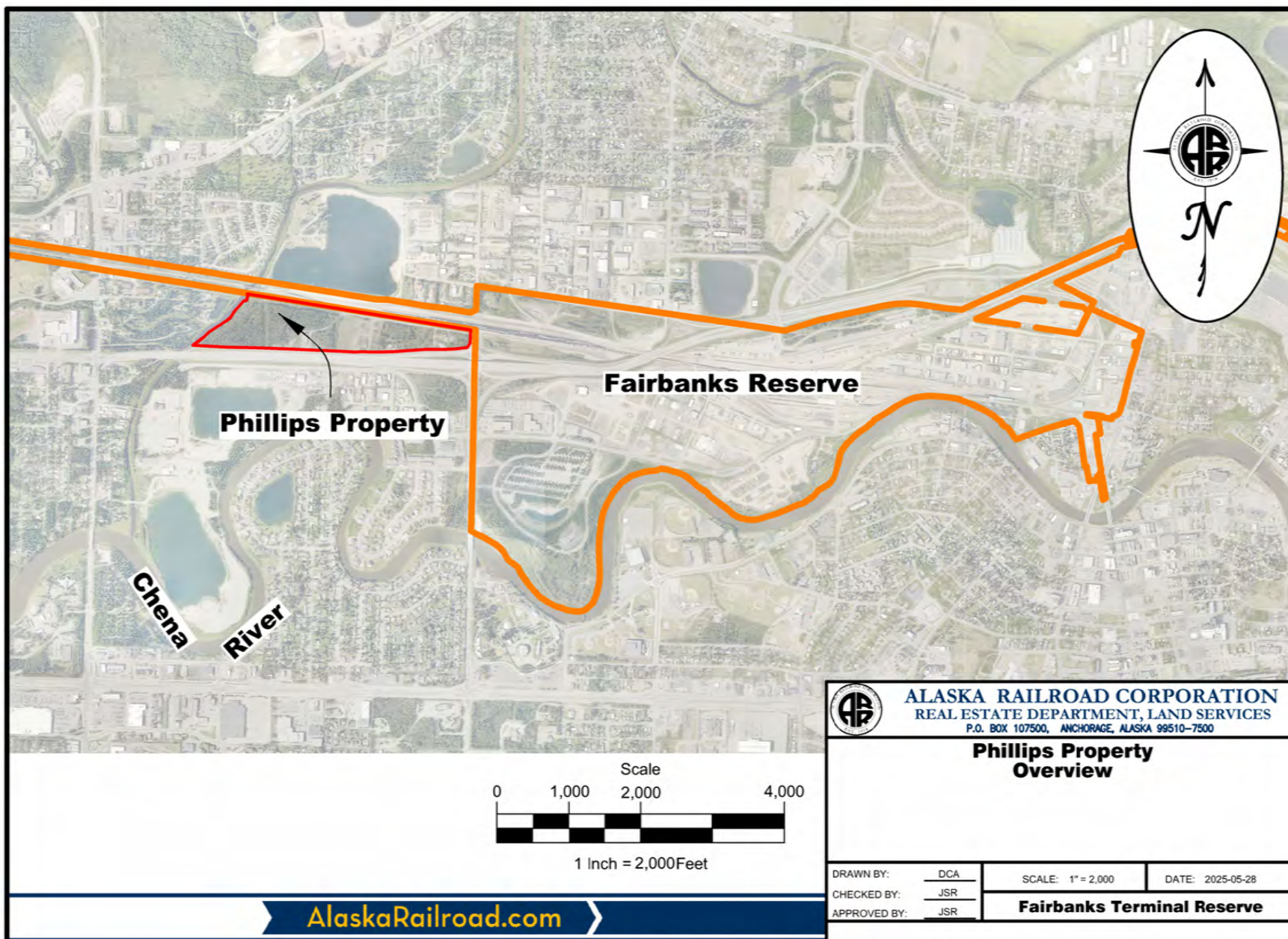
Parcels subject to ARTA easements within lands granted to Carroll Phillips Sr and Carroll Phillips Jr in Homestead Patents in the 1940's.

DRAWN BY: DCA
CHECKED BY: JSR
APPROVED BY: JSR

SCALE: 1" = 500'

DATE: 2023-06-26

Fairbanks Terminal Reserve



PERMIT SUMMARY

PERMITTEE: Municipality of Anchorage (MOA)

CONTRACT NO: 9800

PERMIT AREA DESCRIPTION: This permit currently covers the Tony Knowles Coastal Trail, while a second permit, Contract No. 7922, covers the Ship Creek Trail. The planned Downtown Connector Trail will be a pedestrian/bicycle trail, and its associated facilities and appurtenances, measuring approximately 11 foot wide and totaling 5,250 feet in length, whose purpose is to connect the Ship Creek Trail and the Tony Knowles Coastal Trail in Downtown Anchorage as part of AMATS Project No. 0001662/CFHWY00586. The Downtown Connector Trail will be located on lands legally described as Tract B of Alaska Railroad Ship Creek Tidelands Subdivision recorded as Plat 2019-45 in the Anchorage Recording District and Lot 2 of US Survey No. 1170 filed in the records of the General Land Office.

KEY CONTRACT PROVISIONS:

Estimated Effective Date: September 4, 2029

Base Annual Rent: \$1,000

Permit Term: Life of the facility

Prior Annual Rent: \$400

Option to Extend: None

Rent Adjustment: Annual 3% increases.

Permit Area: 11 foot wide & 5,250' in total length
(Downtown Connector only)

PUBLIC NOTICE: Yes, public comment period expires June 24, 2025

LEGAL REVIEW: Yes

INTENDED USE: Public Trail.

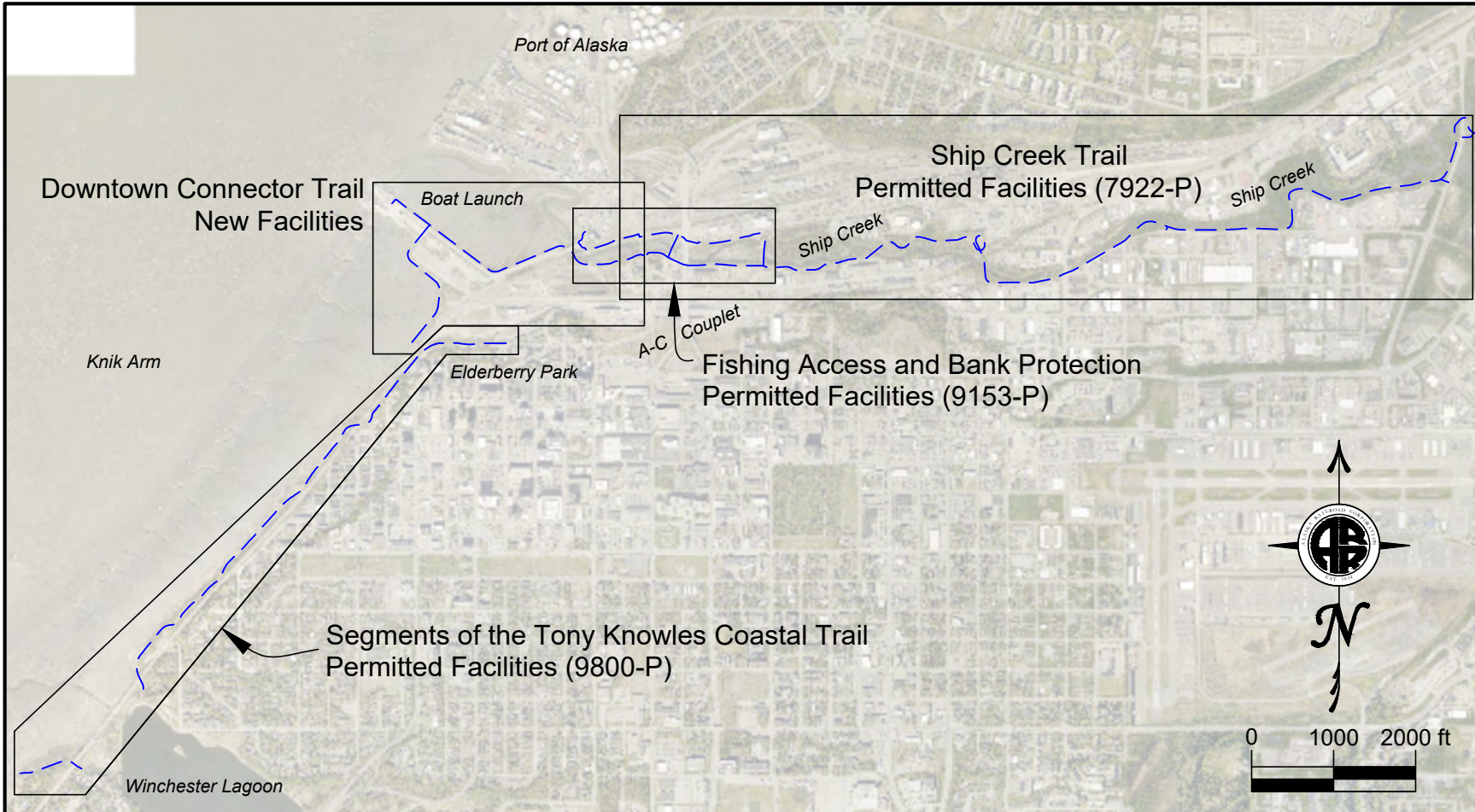
SUMMARY AND RECOMMENDATIONS: Existing permittee of the Tony Knowles Coastal Permit (Contract No. 9800) and the Ship Creek Trail (Contract No. 7922) has requested to add an additional proposed pedestrian/bicycle trail segment known as the "Down Town Trail Connector" which will connect the existing Tony Knowles Coastal Trail and the existing Ship Creek Trail. The proposed permit supplement will add both the Down Town Trail Connection segment and the Ship Creek Trail to the existing Coast Trail Permit. Approval of the proposed amended permit is recommended.

APPROVED: _____

Board Meeting Date: _____

Jennifer Mergens
ARRC Board Secretary

DRAWING LOCATION: P:\Realstate\Land Services\05_MP 103-117_ANC\12 Permit\9800-P MOA Trails\Draft - Trail Permit Drawing.dwg



Legend	Notes
---- Trail Centerline	<ol style="list-style-type: none">1. Background imagery is publicly available from MOA collected in 2024.2. This sheet is a overview map depicting the permits, trails and associated appurtenances that are to be combined into one contract.3. Facilities under Permit Nos. 9153 and 7922 are to be added to Permit No. 9800.4. Any and all new facilities for the Downtown Connector trail are to be added to Permit No. 9800.5. This sheet is not intended to depict or serve as a complete depiction of the facilities under the permit. See accompanying sheets for additional details.




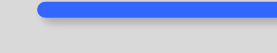

EXHIBIT A ARRC CONTRACT NO. 9800 TRAIL PERMIT PERMITTEE - MUNICIPALITY OF ANCHORAGE OVERVIEW AND VICINITY SHEET FOR JUNE 2025 BOARD MEETING		
ALASKA RAILROAD CORPORATION REAL ESTATE DEPARTMENT, LAND SERVICES P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500		
ANCHORAGE RECORDING DISTRICT	SHEET 01 OF TBD	
DRAWN: JSR	CHECKED: JSR	DATE: 05/27/2025

AMATS

DOWNTOWN TRAIL CONNECTION

Project No. CFHWY00586/0001662

Legend

-  Railroad Property
-  Railroad
-  RR Crossing
-  Existing Pathway
-  Proposed Pathway



ANCHORAGE



PARKS & RECREATION



LEASE SUMMARY

LESSEE: Great Northwest Moving Company

CONTRACT NO: 21177

LEASE DESCRIPTION: Lease of a parcel of land, Lot 1B, Block 41A of the East Addition to the Anchorage Townsite, situated in the ARRC Anchorage Reserve, containing approximately 110,164 square feet (2.5 acres).

KEY CONTRACT PROVISIONS:

Estimated Effective Date: August 1, 2025

Prior Annual Rent: \$109,309.04 annually

Lease Term: Twenty (20) Years

Rent Rate: 8%

Option to Extend: N/A

Rent Adjustment: Rent adjusted every 5 years with adjusted annual rent not to exceed 135% of the prior year's annual rent or to decrease to less than 65% of the prior year's annual rent.

Lease Area: 110,164 sq. ft., more or less.

Base Annual Rent: \$TBD (based on 2025 appraised value)

PUBLIC NOTICE: Yes, public comment will expire June 24, 2025.

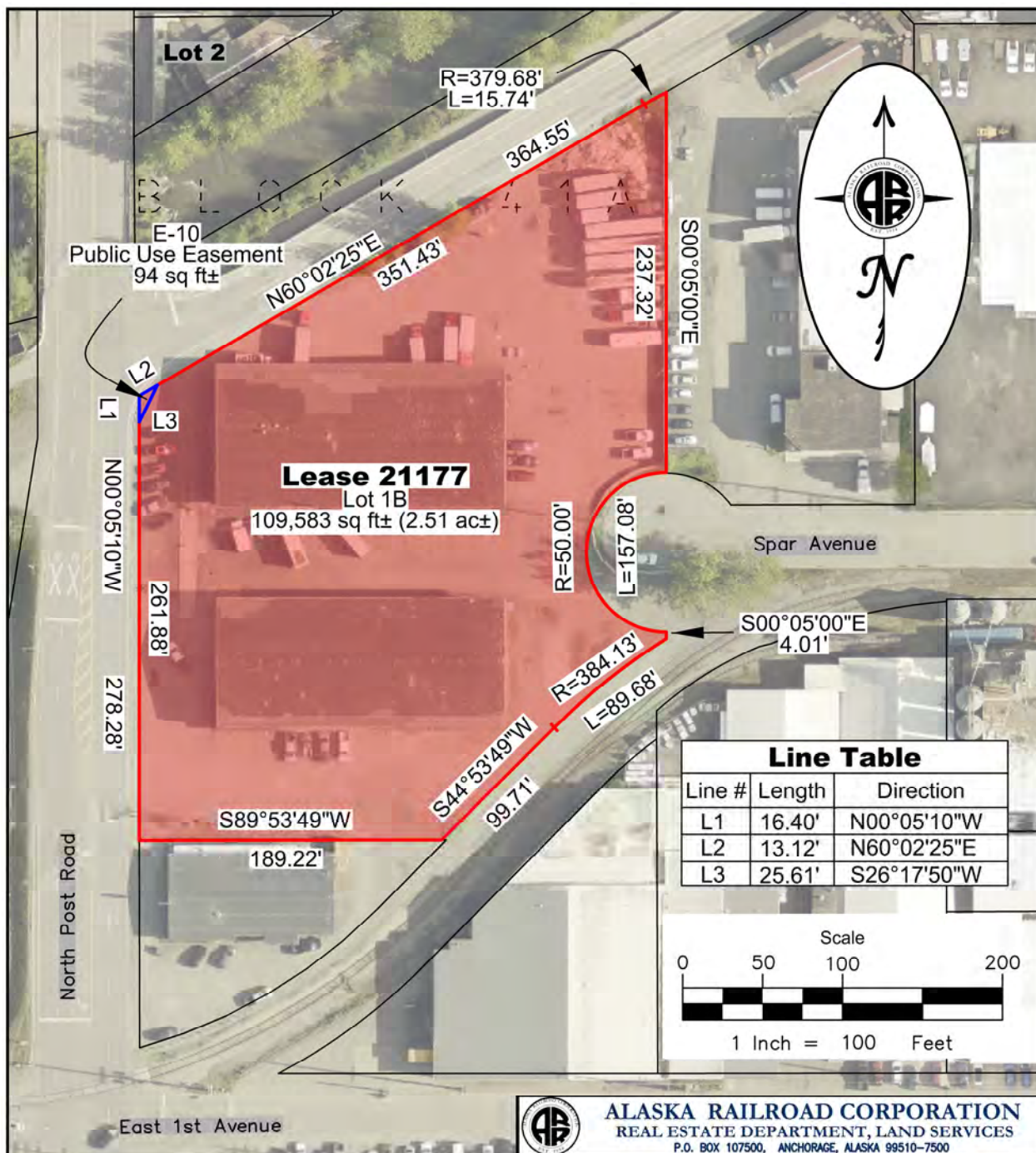
LEGAL REVIEW: Yes

INTENDED USE: Moving and storage operations consistent with Lessee's business.

SUMMARY AND RECOMMENDATIONS: Lessee currently leases the property under a ground lease for a term of thirty-five (35) years. The current lease is scheduled to expire December 31, 2032. Lessee is requesting a new twenty (20)-year ground lease. Approval is recommended.

APPROVED: _____ Board Meeting Date: _____

Jennifer Mergens
ARRC Board Secretary



- Bearing and distances are based on Recorded State of Alaska Department of Transportation and Public Facilities Public Use Easement Document number 2004-090637-0.
- For indexing purposes this property is located in the NW1/4 Sec.17, T13N, R3W, S.M.



ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Contract No. 21177 - Exhibit A
Great Northwest Moving Company
Area = 109,583 sq ft± (2.51 ac±)

ARRC title - Patent 50-2016-0049
USS 408 Block 41A & 41D

DRAWN BY: DCA
CHECKED BY: JSR
APPROVED BY: JSR

SCALE: 1" = 100'

DATE: 2025-05-22

Anchorage Terminal Reserve

AlaskaRailroad.com

PERMIT SUMMARY

PERMITTEE: Global Tower Assets III, LLC

CONTRACT NO: 9524A

PERMIT AREA DESCRIPTION: A parcel of land 1,400 square feet in size, in the ARRC Right-of-Way (ROW) at ARRC Milepost 66.5, North of Portage, Alaska.

KEY CONTRACT PROVISIONS:

Estimated Effective Date: Upon signature

Base Annual Rent: \$29,996.71

Permit Term: 10 years

Prior Annual Rent: \$29,122.54

Option to Extend: None

Rent Adjustment: Annual 3% increases.

Permit Area: 1,400 square feet

PUBLIC NOTICE: Yes, public comment period expired June 24, 2025

LEGAL REVIEW: Yes

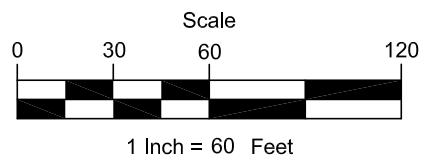
INTENDED USE: Existing 70' Cell Tower Site.

SUMMARY AND RECOMMENDATIONS: Permittee has requested a term extension for its current permit. The proposed permit supplement will include a provision relating to termination of the permit or a change in location of the permit area in the event such is required due to changes to ARRC facilities as currently anticipated. Approval of the proposed permit renewal is recommended.

APPROVED: _____

Board Meeting Date: _____

Jennifer Mergens
ARRC Board Secretary



For indexing purposes this property is located in the NW1/4 Sec. 24 T9N R2E S.M.



ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Contract No. 9524A - Exhibit A
Global Tower Assets III, LLC
Area = 1,400 sq ft± (0.03 ac±)

ARRC title - Patent 50-2005-0042 - USS 9009 Lot 2

DRAWN BY: AMB

SCALE: 1" = 60'

DATE: 2016-01-04

CHECKED BY: DAS

APPROVED BY: DAS

Approx ARRC MP 66.55

R:\00 RED\PERMITS\POR\9524A.dwg

MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALASKA RAILROAD CORPORATION AND THE ALASKA
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES REGARDING THE
MANAGEMENT OF AIRPORT ROAD AND AIRPORT FACILITIES IN SEWARD

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the ALASKA RAILROAD CORPORATION ("ARRC"), whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500 and the ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES ("DOT&PF"), whose mailing address is P.O. Box 196900, Anchorage, AK 99519-6900. Where appropriate, ARRC and DOT&PF are referred to herein collectively as "the Parties."

RECITALS

A. DOT&PF is an executive branch agency of the State of Alaska that maintains and operates the Seward Airport ("Airport") pursuant to state and federal law as described more specifically below.

B. ARRC is a public corporation and instrumentality of the State of Alaska formed pursuant to AS 42.40 that controls land for the operation and maintenance of the Alaska Railroad, which includes ARRC's mainline right-of-way and tracks ("ARRC ROW") and its 117-acre Seward Terminal Reserve ("Terminal Reserve"), pursuant to state and federal law. Among the facilities and operations ARRC owns and operates within the Terminal Reserve is a port facility that includes several docks supporting both freight and cruise line passenger operations ("ARRC Port Facility").

C. The Airport is a facility maintained and operated by DOT&PF at the head of Resurrection Bay, immediately east of the Terminal Reserve. The Airport currently has two runways, taxiways, and a tarmac area used for the parking, storage, and maintenance of aircraft. The Airport is accessed from the Seward Highway via Airport Road, which crosses ARRC's ROW via a grade crossing facility permitted to and maintained by DOT&PF under the Public Facilities Master Agreement (ARRC Contract No. 9670), which DOT&PF and ARRC entered into on March 16, 2012 ("Master Agreement"). Part of Airport Road and some of the Airport tarmac are located on ARRC's Terminal Reserve. That approximately 7.545 acre portion of the Airport, as more particularly described and shown in Schedule 1 to this MOU, ("Leased Airport Land") is presently occupied and controlled by DOT&PF pursuant to ARRC Contract No. 6375, which expires on January 31, 2026 ("Airport Lease").

D. DOT&PF is contemplating improvements to the Airport that will require it to occupy and control a portion of the Leased Airport Land beyond the current expiration date of the Airport Lease. ARRC is amenable to providing a long-term extension of the Airport Lease, on the terms and conditions contemplated by this MOU and subject to approval by the ARRC Board of Directors.

E. DOT&PF has accepted FAA funds to construct the Airport Road, which limits its use to airport/aviation purposes. Notwithstanding that limitation, ARRC is seeking to

establish its ability to use Airport Road to more directly access its Terminal Reserve, including but not limited to the ARRC Port Facility.

F. ARRC and DOT&PF mutually recognize and acknowledge that both the Airport and the ARRC Port Facility constitute critical transportation and other infrastructure in the City of Seward and Southcentral Alaska, and that the continued safe and efficient operation of each facility constitutes a substantial public benefit to the State of Alaska, the general public and the users of both facilities. The Parties further agree that maintaining efficient access and traffic flow for users of both the Airport and the ARRC Port Facility along Airport Road is of paramount importance to both Parties and their respective customers, contractors, visitors and other facility users.

G. Based on the Parties' respective facilities, operations and needs, as outlined above, their primary objectives in entering into this MOU are to:

1. Identify and implement a cost-effective means for DOT&PF to renew and extend a long-term leasehold interest in a portion of the Leased Airport Land, as defined in Schedule 2 to this MOU
2. To enable it to continue to occupy, control and develop that land for Airport purposes.
3. Provide ARRC with long-term easement access on Airport property to and via Airport Road for traffic entering and leaving the Terminal Reserve, including but not limited to traffic from ARRC Port Facility.
4. Meet FAA compliance in use of Airport property without threatening grant assurances or future federal funding for the Airport as outlined in the Understanding below.

UNDERSTANDING

THEREFORE, in furtherance of the foregoing objectives, the Parties agree to proceed based on the following mutually accepted expectations:

1. The term for all considerations within this MOU will be the same, and will not exceed ninety-five (95) years.
2. ARRC, strictly subject to the approval of its Board of Directors as required by AS 42.40 and in conformity with ARRC Board Rule 11, Long-Term Leasing Policy, will:
 - a. Issue a ground lease to DOT&PF for the Leased Airport Land ("Ground Lease") as shown in Schedule 2 of this MOU. The Ground Lease will be a standard form ground lease with terms to be consistent with (i) the terms approved by the ARRC Board of Directors; and (ii) the lease terms and conditions specified in this MOU. In conjunction with the issuance of the Ground Lease, ARRC shall terminate the portions of the Airport Lease that

are not included in the Ground Lease due to DOT&PF releasing those portions as provided in condition Understanding #3.c of this MOU. In the event the terms approved by the ARRC Board of Directors conflict with the terms and conditions of this MOU, the Board approved instrument shall control the form of Ground Lease ARRC can and will issue. If such a discrepancy in terms is material, DOT&PF shall not be required to accept the same and may choose either to negotiate toward different terms or to cease negotiations toward a new lease. All lease negotiations shall be conducted by the Parties in good faith and with the intent of consummating a transaction substantially similar to the one contemplated in this MOU.

- b. Issue a public access agreement ("Public Access Agreement") to DOT&PF for Airport Road.
 - c. Maintain Airport Road.
 - d. Issue an aviation and hazard agreement ("Aviation Agreement") to DOT&PF as shown in Schedule 2 of this MOU.
 - e. The consideration for the Ground Lease, the Public Access Agreement and the Aviation Agreement shall be non-monetary.
3. DOT&PF will, subject to approval by the FAA where appropriate:
- a. Issue an Easement to ARRC as shown in Schedule 2 of this MOU. The interest transferred by the Easement will refer to the Alaska Railroad Transfer Act (96 Stat. 2556) to the extent feasible and practical. The terms of the Easement are subject to approval by the FAA. Reasonable restrictions on the scope and use of this Easement required by the FAA will not modify the Parties' obligations as set forth herein.
 - b. Release portions of the existing Airspace Permit recorded as Seward Recording District Document 1991-000891-0 over ARRC ROW associated with runways that are to be abandoned, removed, or otherwise no longer used for the taking-off or landing of aircraft, as shown in Schedule 2 of this MOU.
 - c. Release portions of existing Lease, ARRC Contract 6375, over Terminal Reserve Lands associated with portions of roadway that will be maintained by ARRC, as shown on Schedule 2 of this MOU.
 - d. Maintain financial responsibility for maintenance of the grade crossing facility of Airport Road over the ARRC ROW as currently identified by the Master Agreement. At such a time that ARRC activities require a diagnostic study team to be convened, and when the outcome of the study produced by that team identifies improvements to the grade crossing, the cost of maintaining those crossing improvements will be borne by ARRC.

4. The Parties' mutually acknowledge and agree that the consummation of the transaction contemplated by this MOU requires approval of their respective decision-making authorities, that neither party is bound to the terms of any proposed lease or agreement by virtue of this MOU and that absent the requisite approval of both decision-making authorities, neither Party shall be required to proceed with said transaction. Subject to the foregoing, ARRC and DOT&PF each agree that they shall make reasonable good faith efforts to secure authorization from their respective decision-making authorities to undertake the actions and execute the documents necessary to consummate said transaction.

5. This MOU shall remain in effect until and including January 31, 2026 or until the expiration of all interests created hereunder as further provided for by condition Understanding #1 herein, provided that either party shall have the right to terminate this MOU on ninety (90) days' written notice to the other party and that the parties may terminate this MOU by mutual written agreement at any time. The parties recognize and acknowledge that termination of this MOU will not in any way affect the parties' respective responsibilities to comply with all laws and regulations applicable to the subject matter of this MOU. The term of this MOU may be extended by mutual written agreement of the parties.

6. Any notice required or allowed under this MOU shall be delivered by hand or by certified U.S. Mail to the persons and street addresses shown below unless different addressee information is provided in writing by a party to the other party. Service of notices shall be deemed made on the date received by hand delivery or U.S. Mail. The parties shall also send courtesy copies of notices by electronic mail to the addresses shown below.

If to DOT&PF: [Melanie Arnolds]
[P.O. Box 196900]
[Anchorage, Alaska 99519-6900]
[melanie.arnolds@alaska.gov]

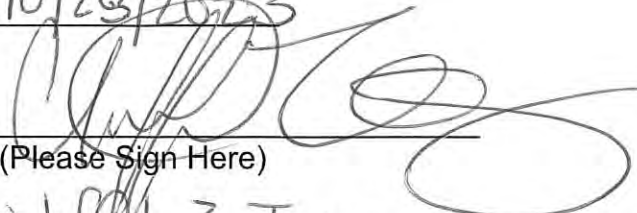
If to ARRC: [Christy Terry]
[P.O. Box 107500]
[Anchorage, AK 99510-7500]
[terryc@akrr.com]

7. The interpretation of this MOU shall be governed by the applicable laws of the State of Alaska and the United States.

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ALASKA RAILROAD CORPORATION

Date: 10/23/2023

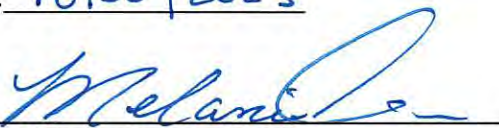
By: 
(Please Sign Here)

Christoffel Z Terry
(Please Print Name)

VP Real Estate
(Please Print Title)

ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

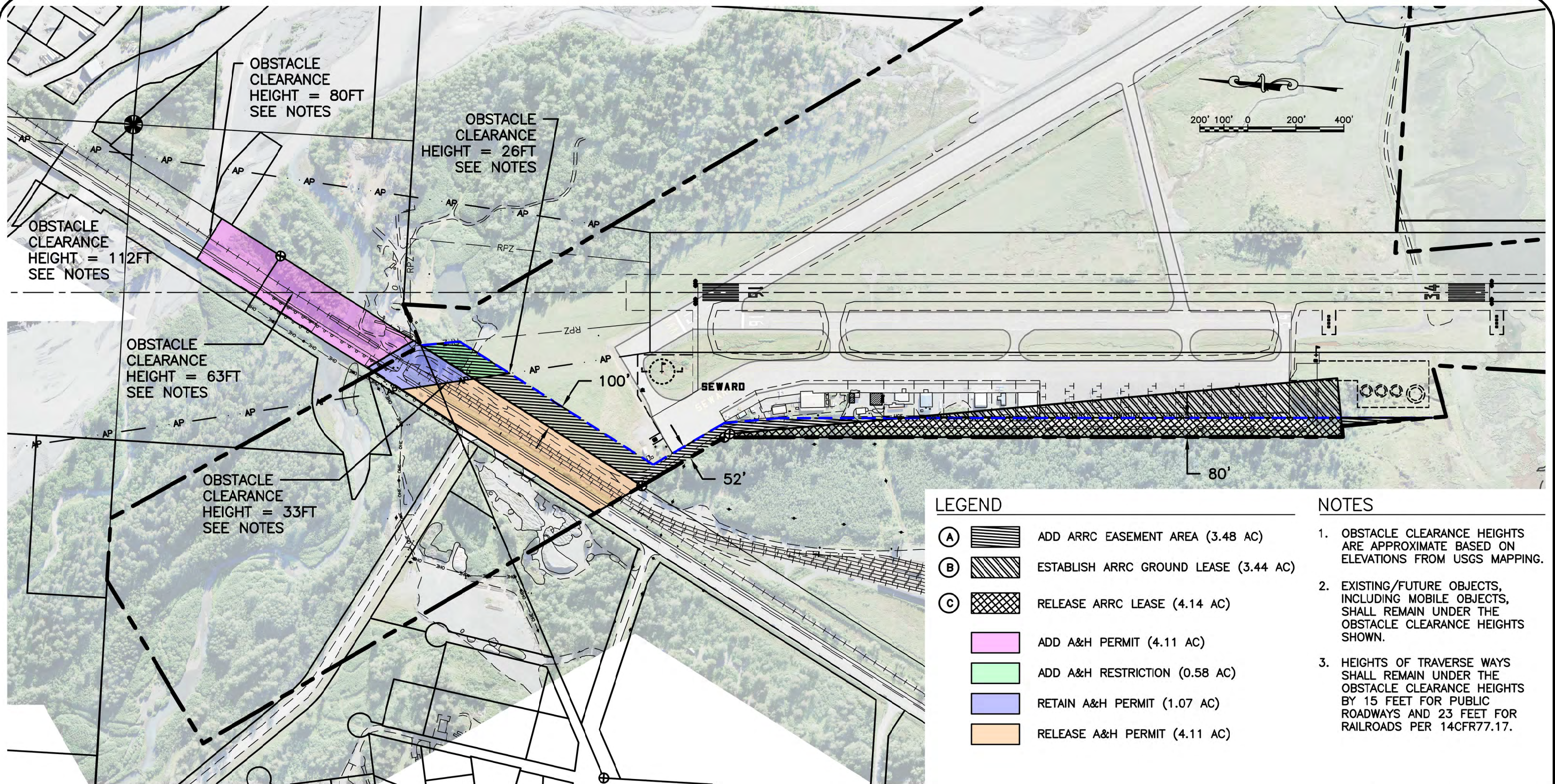
Date: 10/30/2023

By: 
(Please Sign Here)

Melanie Arnolds
(Please Print Name)

CR Row Chief
(Please Print Title)

W:\Projects\Seward\Seward Airport Improvements\ROW\ARRC\MOA-MOU\Graphics\54857 Seward Airport ROWM 20220503_ARRC MOU Exhibit.dwg



LEGEND

- | | | |
|-----|--|---------------------------------------|
| (A) | | ADD ARRC EASEMENT AREA (3.48 AC) |
| (B) | | ESTABLISH ARRC GROUND LEASE (3.44 AC) |
| (C) | | RELEASE ARRC LEASE (4.14 AC) |
| | | ADD A&H PERMIT (4.11 AC) |
| | | ADD A&H RESTRICTION (0.58 AC) |
| | | RETAIN A&H PERMIT (1.07 AC) |
| | | RELEASE A&H PERMIT (4.11 AC) |

NOTES

1. OBSTACLE CLEARANCE HEIGHTS ARE APPROXIMATE BASED ON ELEVATIONS FROM USGS MAPPING.
2. EXISTING/FUTURE OBJECTS, INCLUDING MOBILE OBJECTS, SHALL REMAIN UNDER THE OBSTACLE CLEARANCE HEIGHTS SHOWN.
3. HEIGHTS OF TRAVERSE WAYS SHALL REMAIN UNDER THE OBSTACLE CLEARANCE HEIGHTS BY 15 FEET FOR PUBLIC ROADWAYS AND 23 FEET FOR RAILROADS PER 14CFR77.17.

DATE 8/18/23

DRAWN AMF

CHECKED JAV/JRB

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
CENTRAL REGION-DESIGN AND CONSTRUCTION-AVIATION

SEWARD AIRPORT
SEWARD AIRPORT IMPROVEMENTS
PROJECT NO. 54857

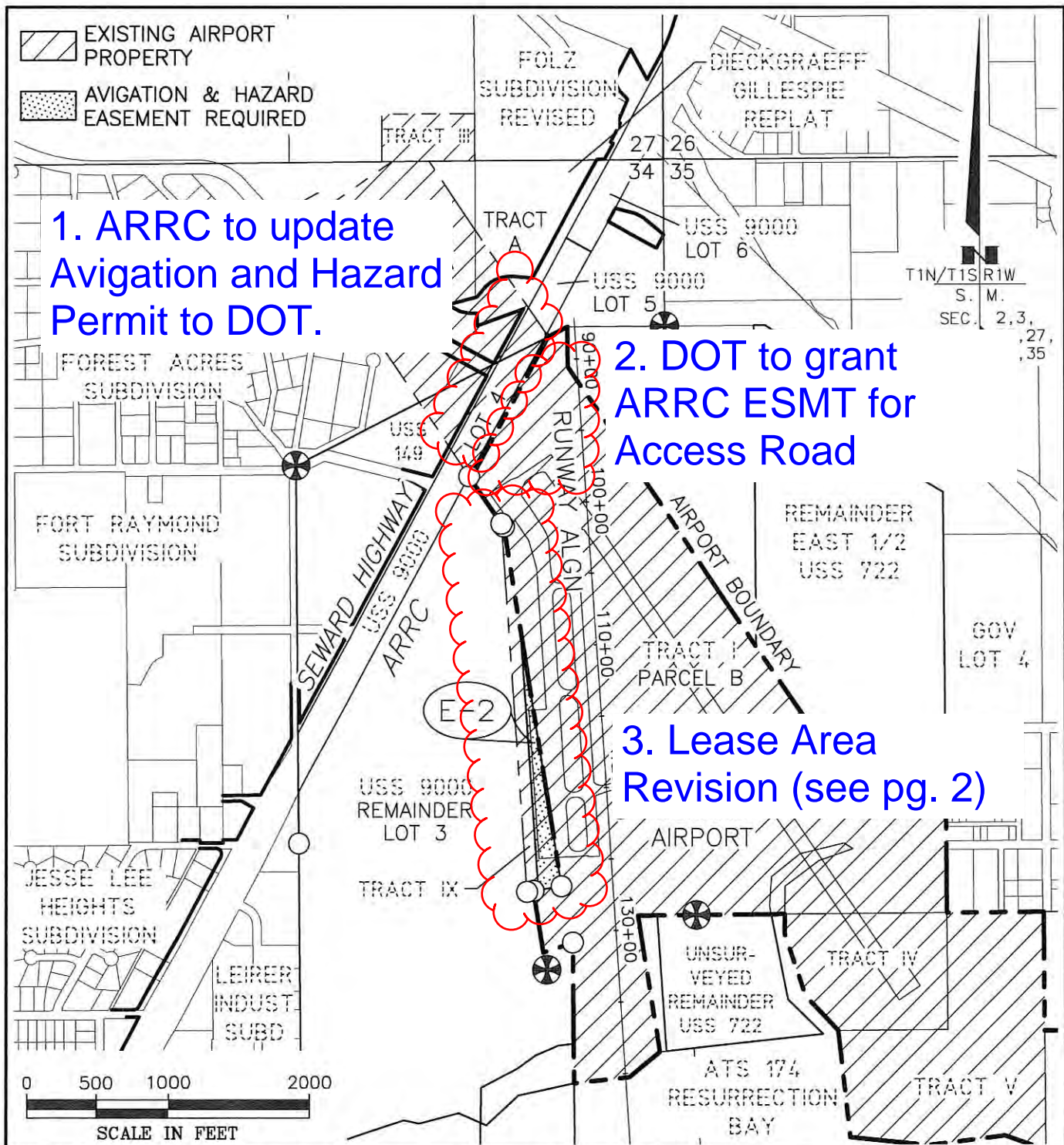
ARRC/DOT&PF
MEMORANDUM OF UNDERSTANDING
SCHEDULE 2

SHEET

1

OF

1



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

AVIGATION & HAZARD EASEMENT REQUIRED FOR
SEWARD AIRPORT IMPROVEMENTS
SEWARD, ALASKA
 PROJECT NO. Z548570000

OWNER'S INITIAL _____
 ATTACHED TO _____
 PAGE ____ OF ____ DATED _____

PLAT 1 OF 3 EASEMENT AREA _____ 3.440 AC

DRAWN BY AFF/JCF

DATE Aug 2024

PARCEL NO. E-2

EXISTING AIRPORT PROPERTY
LEASE AREA REQUIRED

SEWARD AIRPORT

TRACT 1

T1NR1W
S. M.
SEC. 34

100+00

110+00

120+00

BLUE:
Continued
ARRC lands
leased to DOT
for Airport
Operations.

RED:
DOT lease area
to be released.
Generally
located west of
Existing Road.

N 03°57'01" W

S 37°01'18" E

S 09°09'07" E

S 03°57'01" E

S 80°51'46" W

80.63'

245.80'

165.17'

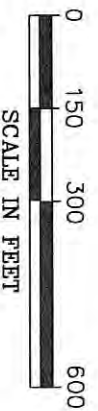
814.39'

2544.55'

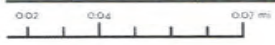
1021.03'

(TO BE RELEASED)

UGS 8000
SEWARD HIGHWAY
LOT 4



STATE OF ALASKA DEPARTMENT OF TRANSPORTA		ON AND PUBLIC FACILITIES	
LEASE REQUIRED FOR SEWARD AIRPORT IMPROVEMENTS SEWARD, ALASKA PROJECT NO. Z548570000		OWNER'S INITIAL ATTACHED TO PAGE ____ OF ____ DATED ____	
PLAT 1 OF 2		LEASE AREA 3.440 AC	
DRAWN BY JCF			
DATE Aug 2024		PARCEL NO. E-2	



This product is for informational purposes and may not be suitable for engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate location of items and boundaries.

Seward Fmr Coal Loading Facility Office Area



Legend	
Station	Track Centerline
NO Right-of-Way	Track Status
NO Easement	Active
Crossing	Out of Service
Permit	Discontinued
No Permit	Bridge End Point
Closed	Bridge
	Tunnel End Point
	Tunnel

Update to ARRC's Whittier Terminal Master Plan



The community of Whittier, its harbor, roadways and adjacent railway.

Background

The Alaska Railroad Corporation's (ARRC) land reserve in Whittier, Alaska, includes a busy railyard and marine facilities that serve as a key freight hub. Cargo from the Lower 48 arrives by vessels that dock at the railroad's rail-marine barge slip. Unloaded freight is then transported by rail or truck to points along the rail and highway corridors.

Situated on ARRC land and connected by rail, cruise company owned facilities welcome thousands of passengers to Alaska each spring and summer. They add to a robust visitor industry as travelers venture into other areas of the state via motorcoach or by train.

In more recent years, the community and private sector companies have pursued developments to tap into Whittier's potential. Likewise, over the past three years, ARRC has invested more on infrastructure by funding projects including railyard paving, drainage improvements, track reconfiguration and modification, and barge ramp rehabilitation. ARRC also demolished the old marginal wharf

to address safety concerns, and is now designing a project to replace a portion of that structure.

Project Purpose and Benefits

Ongoing public and private activity is fueling the momentum behind additional development in this strategic harbor town. In considering railroad investments moving forward, ARRC identified the need to comprehensively address a number of challenges. ARRC also seeks to develop an updated Master Plan that outlines potential infrastructure and operational improvements at this essential intermodal terminal. This project builds on the foundation of multiple previous planning efforts.

The *Whittier Terminal Master Plan* purpose is to ensure this regionally important port:

- continues to meet current and future demand
- identifies efficiency and capacity improvements
- assesses facilities near the end of useful lives
- considers interaction / support of community and commercial infrastructure

Project Scope

The project aims to complete a comprehensive master plan that will accomplish the following tasks:

- Evaluate the condition, performance, safety, efficiency, state of good repair, reliability, resiliency, and sustainability of the terminal facilities;
- Establish an integrated plan for future modernization, considering the unique interests of diverse stakeholders;
- Identify areas for rehabilitation of marine, terminal and upland infrastructure, and supporting operations;
- Explore alternatives for infrastructure elements;
- Produce an inclusive approach to address the terminal's challenges and invest where public benefits are the highest;
- Generate a roadmap for phased investments;
- Reduce the duration of, or eliminate, trains occupying the at-grade road-rail crossing
- Contribute to maintaining a secure facility.

Project Schedule

- 2021: Funding secured with a federal grant from the Maritime Administration (MARAD)
- 2022: Environmental review completed to produce a NEPA Categorical Exclusion.
- 2023: Procurement of services and studies to support the master planning effort.
- 2023-2025: Develop and complete the master plan and any supporting documents.

Project Cost and Funding

Planning cost is estimated to be \$1.5 million. In 2021, the Alaska Railroad was awarded a grant from the Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP). This \$1.467 million grant is funded 80% by MARAD, with the 20% match funded by ARRC.

More Information

For more project information, email the Alaska Railroad at Info@WhittierTerminalMPU.com.



This map offers an overview of the railroad's land reserve in Whittier, along with key community facilities that will influence any future railroad investments in new or enhanced infrastructure.

DATE: June 4, 2025

TO: Real Estate Committee

From: Christy Terry, Vice President Real Estate

SUBJECT: City of Whittier Land Purchase, Sale, Exchange or Combination

Overview:

This memo serves as an informational summary of background and recent developments concerning the ongoing discussions between the Alaska Railroad Corporation (ARRC) and the City of Whittier (COW) regarding a potential Land Purchase, Sale, Exchange or Combination. To safeguard ARRC's confidential financial information related to these negotiations, it is recommended that appropriate aspects of this discussion take place during an executive session.

Timeline:

Whittier City Council:

- **2024:** Initial discussions between COW and ARRC officials about land trades.
- **April 2024:** COW engaged Winfluence Strategies, LLC to assist with the land swap, receiving the first draft proposal at their regular meeting.
- **June 2024:** A town hall meeting was held to gather community input about the proposed land swap.
- **July 2024:** Winfluence Strategies led work sessions to further discuss specifics around the land swap.
- **September 2024:** City Council approves a Memorandum of Understanding between COW and ARRC (MOU).
- **March 2025:** City Council Executive Session to discuss Land Acquisition request to ARRC with follow up preliminary proposal sent to ARRC
- **April 2025:** COW Resolution 2025-014 authorizing purchase of ARRC parcels approved
- **May 2025:** Following Executive Session directed administration to move forward with ongoing negotiations with Alaska Railroad.

Alaska Railroad Real Estate Committee Meeting Notes:

- **May 28, 2024:** Communication confirming discussions with COW regarding a potential land trade transaction. Discussions are set to proceed to the ARRC Board pending community input.
- **September 10, 2024:** Update on positive, ongoing land trade discussions with the Whittier City Council. Weekly meetings to evaluate non-operational land for fair market value purchases or compatible trades. A MOU is under review.

- **November 6, 2024:** Continuous engagement with COW officials, focusing on non-operational ARRC land for a purchase or trade. The MOU is being circulated with an aim to finalize it soon.
- **January 16, 2025:** Completion of appraisals ordered by ARRC on lands identified for the exchange.

Alaska Railroad Board Executive Committee:

- **April 23, 2025:** Reviewed purchase only (i.e., no exchange) proposal from COW. At the direction of the Executive Committee, ARRC responded with letter declining the initial request while inviting COW to submit a revised proposal for consideration.

Alaska Legislature Bills in House and Senate:

- **May 2, 2025:** HB216 Transfer of Railroad Land to Whittier
- **May 9, 2025:** SB191A Transfer of Railroad Land to Whittier

Properties under discussion:

ARRC reserve property Areas of Interest (AOI) requested by COW

ARRC AOI 1 (Depot Road) = Leased to COW under Master Lease with sublease on property.

ARRC AOI 2 (Boat Storage and Parking) = Leased to COW under Master Lease with sublease on property.

ARRC AOI 3 (Harbor) = Leased to COW under Master Lease with subleases on property.

ARRC AOI 4 (Airport) = DOT has right of first refusal. Discussions begun between DOT and COW.

ARRC AOI 5 (Head of the Bay shore property) = Portion leased to COW under Master Lease. City campground and public use. Application of Master Lease to other portions of ARRC property at the Head of the Bay (not including portion leased to COW and subleased to Huna Totem) is disputed by the parties.

COW property potential Area of Interests (AOI) identified by Alaska Railroad

COW AOI 1 (east end) = ARRC has identified interest in these parcels for their future development potential as we look to address our employee housing needs in Whittier. These parcels are zoned residential and could be used for future crew housing needs; we would like to secure real estate for future planning and funding opportunities. Property would require development due to grade and topography, but could also have resource potential during site preparation.

COW AOI 2 (tidelands) = ARRC obtaining these tidelands would assist with much needed repairs to the waterfront marginal wharf. Previous engineering studies have identified structural issues with the marginal wharf that must be repaired to ensure ARRC yard operations and barge service continue. The identified tidelands parcel would be used during construction and also for potential future operations infrastructure. Barge operations at the Whittier Terminal Reserve are a key component to statewide food security, development in oil and gas, and cargo operations.

COW AOI 3 (tank farm) = ARRC obtaining the ‘tank farm’ property would be useful space to accommodate the new industry track proposed to serve the new Glacier Creek Development. While there are environmental issues and restrictions on this parcel, potential commercial opportunities remain.

COW AOI 4 (mountain side) = ARRC has no immediate plans for this parcel, and identified this area in part as an effort to provide an additional property to help reduce the cash requirement necessary in a fair market transfer of railroad property to the City. Far future recreational or resource development opportunities may be possible.

Property Values:

City of Whittier Land Acquisition Request to Alaska Railroad				
Area of Interest (AOI)				
Parcel Identification	Appraisal Size (Acres)	Appraised Value (Nov 2024)	Revised Drawing Size (Acres)	Revised Size Estimated Value
AOI No. 1	0.8	\$ 157,000	0.8	\$ 157,000
AOI No. 2	39.1	\$ 1,960,000	36	\$ 1,804,604
AOI No 3	9.78	\$ 2,811,000	10.2	\$ 2,931,718
AOI No. 4	21.94	\$ 1,057,000	22.3	\$ 1,074,344
AOI No 5	16.27	\$ 780,000	15.5	\$ 743,085
		\$ 6,765,000		\$ 6,710,750
Potential City of Whittier Tranfer to Alaska Railroad				
Area of Interest (AOI)				
Parcel Identification	Appraisal Size (Acres)	Appraised Value (Nov 2024)		
AOI No. 1	6.13	\$ 465,000		
AOI No. 2	2.7	\$ 291,000		
AOI No 3	56.3	\$ 450,000		
AOI No. 4	14.2	\$ 309,000		
		\$ 1,515,000		Review Date April 2025

Background:

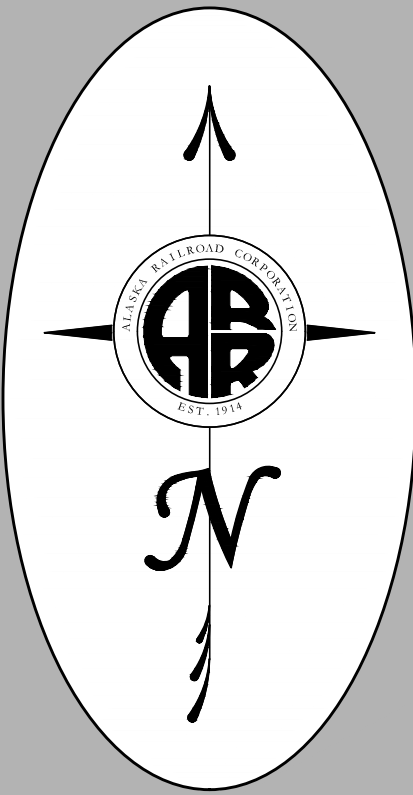
The relationship between ARRC and the COW changed notably since the signing of the Master Lease in November 1998, which granted COW the ability to develop approximately 250 acres of land. COW disputes ARRC’s concerns with COW’s compliance with development aspects of the Master Lease, which causes ongoing conflicts. Over the years, various initiatives to address these conflicts and improve collaboration have occurred, with COW Council requesting the release of non-essential lands held by ARRC in March 2021. COW established the City Lands Advisory Committee in November 2023 in anticipation of the expiration of the Master Lease in 2033. Beginning last year, communication between both parties has gained momentum. Specifically, COW initiated discussions in March 2024 for potential land trade, sale or combination of ARRC and COW properties. In March 2025, COW Council provided a proposal to ARRC for a straight sale of ARRC property to COW. As noted in the timeline section of this memo, that proposal was reviewed and responded to by ARRC at the direction of the Executive Committee.

For insight into our review process, ARRC staff reviewed the properties COW requested and also possible parcels that might benefit ARRC’s goal of maintaining both current and future operations in Whittier. Our examination centered on our fundamental requirement to support ARRC’s essential cargo operations that are vital to the State, to facilitate freight imports for resource development projects, to generate revenue and facilitate local economies with our commercial real estate holdings and to provide public rail passenger transportation services. Included in our review was also the request to provide additional train access for cruise ship passengers at the new terminal. In addition to requiring legislative approval, our statutes provide that before the full interest in any ARRC property can be sold or exchanged to another party, the Board must find that the land is not necessary for railroad purposes and that the sale of the land is in the best interest of the State, as well as in the interest of ARRC, including the need for our real estate to provide the land base to build infrastructure for transportation services and to generate income.

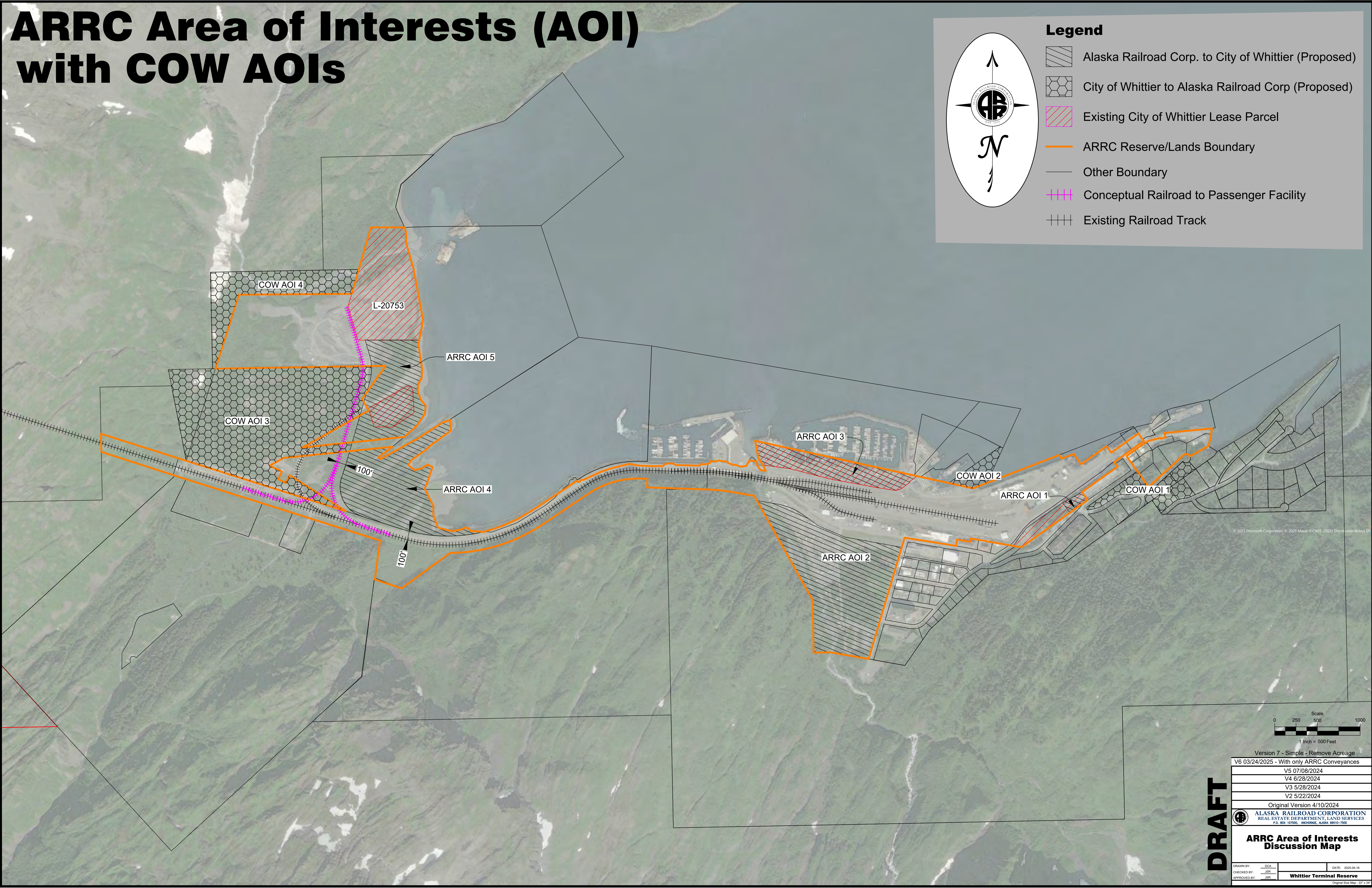
Attachments:

- Parcel Maps-
 - All Parcels
 - West Head of the Bay Parcels
 - East Central Area Parcels
- MOU
- COW March 27, 2025 Purchase Proposal
- ARRC May 7, 2025 Response
- HB216
- SB191

ARRC Area of Interests (AOI) with COW AOIs

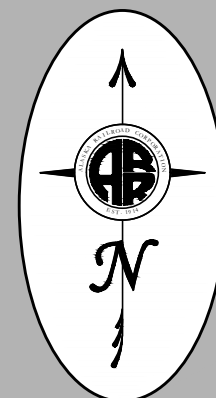
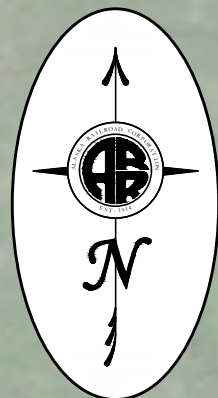


- Legend**
- Alaska Railroad Corp. to City of Whittier (Proposed)
 - City of Whittier to Alaska Railroad Corp (Proposed)
 - Existing City of Whittier Lease Parcel
 - ARRC Reserve/Lands Boundary
 - Other Boundary
 - Conceptual Railroad to Passenger Facility
 - Existing Railroad Track



DRAFT

Scale	
0	250 500 1000
1 Inch = 500 Feet	
Version 7 - Simple - Remove Acreage	
V6 03/24/2025 - With only ARRC Conveyances	
V5 07/08/2024	
V4 6/28/2024	
V3 5/28/2024	
V2 5/22/2024	
Original Version 4/10/2024	
ALASKA RAILROAD CORPORATION REAL ESTATE DEPARTMENT, LAND SERVICES P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500	
ARRC Area of Interests Discussion Map	
DRAWN BY: DCA	DATE: 2025-04-16
CHECKED BY: JSR	
APPROVED BY: JSR	Whittier Terminal Reserve
Original Size Map - 22" x 34"	



Legend

- Alaska Railroad Corp. to City of Whittier (Proposed)
- City of Whittier to Alaska Railroad Corp (Proposed)
- Existing City of Whittier Lease Parcel
- ARRC Reserve/Lands Boundary
- Other Boundary
- Conceptual Railroad to Passenger Facility
- Existing Railroad Track

COW AOI 4

L-20753

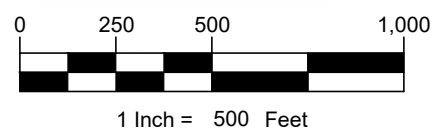
ARRC AOI 5

COW AOI 3

100'

ARRC AOI 4

100'

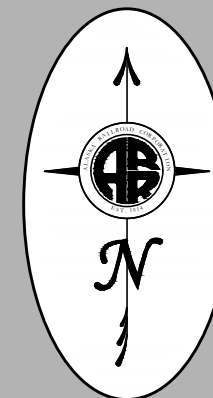
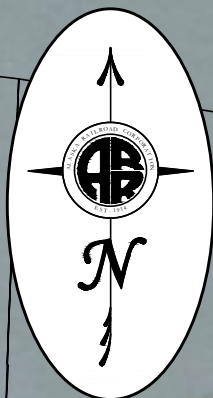


ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500








ARRC Area of Interests Discussion Map

DRAWN BY:	DCA	SCALE: 1" = 500'	DATE: 2025-04-16
CHECKED BY:	JSR	Whittier Terminal Reserve	
APPROVED BY:	JSR		

[AlaskaRailroad.com](https://alaskarailroad.com)



Legend

-  Alaska Railroad Corp. to City of Whittier (Proposed)
-  City of Whittier to Alaska Railroad Corp (Proposed)
-  Existing City of Whittier Lease Parcel
-  ARRC Reserve/Lands Boundary
-  Other Boundary
-  Conceptual Railroad to Passenger Facility
-  Existing Railroad Track

ARRC AOI 3

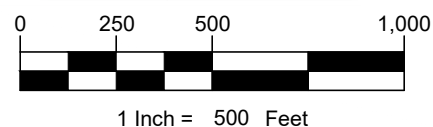
COW AOI 2

ARRC AOI 1

COW AOI 1

ARRC AOI 2

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ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

ARRC Area of Interests Discussion Map

DRAWN BY: DCA
CHECKED BY: JSR
APPROVED BY: JSR

SCALE: 1" = 500'

DATE: 2025-04-16

Whittier Terminal Reserve

AlaskaRailroad.com

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WHITTIER AND THE ALASKA RAILROAD CORPORATION REGARDING LAND PURCHASE/SALE, EXCHANGE, OR COMBINATION THEREOF AT FAIR MARKET VALUE AND MANAGEMENT WITHIN THE CITY OF WHITTIER

This Memorandum of Understanding ("MOU" or "Agreement") is entered into on this 20 day of Nov, 2024 ("Execution Date"), by and between the City of Whittier, Alaska, a municipal corporation and political subdivision of the State of Alaska, hereinafter referred to as the "City" and the Alaska Railroad Corporation, a public corporation of the State of Alaska created pursuant to AS 42.40, hereinafter referred to as "ARRC".

WHEREAS, ARRC owns approximately two hundred fifty (250) acres of land within the boundaries of the City of Whittier, including approximately one hundred five (105) acres in the City core and waterfront district.

WHEREAS, ARRC and City are parties to a Ground Lease and Management Agreement dated November 13, 1998 (the "Master Lease") which established certain terms and recitals agreed upon by the parties in 1998 that provide context for this MOU, including;

- a. The City had (and still has) a relatively small tax base and operates under a limited annual budget due to its small population and few taxable business entities; and
- b. Within the City limits, but outside the city core and waterfront district, much of the land, including land owned by ARRC, was undeveloped and thus generated minimal property and sales taxes, and no payments-in-lieu-of-tax or other revenues on which to support critical City services and public infrastructure; and
- c. The City now believes that it can only be financially viable by acquiring ARRC's unleased non-operating lands and managing land development activities for City-owned land in a manner that maximizes economic development and generates increased property and other taxes, and lease rent;

WHEREAS, the parties agree that an exchange of land parcels, either alone or combined with the purchase of additional parcels at fair market value and an associated termination of the Master Lease are desirable for each of them in order to allow each party to develop and control appropriate parcels in a manner consistent with their needs and best interests and that fee simple ownership of the exchanged parcels, or purchased parcels, will best serve the interests of both parties.

NOW, THEREFORE, the City and the ARRC agree as follows:

1. Purpose of the Agreement

The purpose of this MOU is to establish the framework and the necessary steps for the review and consideration of a land purchase, sale, exchange or combination thereof between the parties and the process and general timing for such review and considerations. All costs associated with the MOU shall be borne by the party commissioning the

associated work unless otherwise specifically stated in this Agreement or separately mutually agreed in writing.

2. Areas of Interest

A. The purpose of this section is to provide specific property descriptions and disclosures for accurate consideration, reference, and referral by both parties throughout negotiations. All property described in this section, taken collectively, shall be referred to as the "Areas of Interest". Individual parcels described in this section shall be identified as provided in this section. Each party shall have the right to propose additional Areas of Interest to be included in this section or to propose modifications to Areas of Interest already listed. Such proposed additions or modifications shall be subject to agreement by the other party. Notwithstanding the foregoing, this section in no way limits the parties' ability to add, remove or amend the Areas of Interest or the specific property description, conditions or limitations of an Area of Interest up to 30 days before a resolution of essential terms of purchase, sale and/or exchange is submitted to the governing body of either party.

B. The identification of an Area of Interest in no way obligates the identifying party to take any action regarding that Area of Interest or any other Area of Interest, including but not limited to a purchase, sale or exchange involving that Area of Interest. Notwithstanding the foregoing, the parties acknowledge that they have preliminarily agreed to include the Areas of Interest described below in negotiations toward a purchase, sale and/or exchange involving those Areas of Interest in good faith. Any modification to the Areas of Interest shall be subject to the process set forth in subsection 2.A, above, and will require a supplement to this Agreement to add, delete or otherwise modify the Areas of Interest, as mutually agreed.

C. This subsection contains the preliminary Areas of Interest currently owned by the City:

i. COW AOI 1 – Containing approximately 5.20 acres

Lots 2, 8, 9, a portion of lot 1 and a portion of lot 10 of Block 10 together with Lots 1 & 2 of Block 12 of City of Whittier Subdivision Phase 2, recorded as Plat 74-4 in the Whittier Recording District on August 14, 1974; located within Section 13 and 24 of Township 8 North, Range 4 East, Seward Meridian.

ii. COW AOI 2 – Containing approximately 2.70 acres of Tide and Submerged Lands

Tract G-3 and an approximately 1.7-acre portion of Tract D of Alaska Tideland Survey No. 1545, recorded as Plat 2003-49 in the Anchorage Recording District on May 1, 2003; located within Section 13 of Township 8 North, Range 4 East, Seward Meridian.

iii. COW AOI 3 – Containing approximately 56.3 acres

In 2022, the City obtained the hereinafter described federal land parcel at the head of Passage Canal. All of Lot 2 and a portion of Lot 1, U.S. Survey No. 8726,

according to the plat of survey in the records of the Bureau of Land Management and approved October 11, 1996; located within Section 15 of Township 8 North, Range 4 East, Seward Meridian.

Subject to the following:

Reservations in a Quitclaim Deed by and between the United States of America and the City of Whittier recorded as Document No. 2022-000460-0 on August 25, 2022, in the Valdez Recording District.

An Environmental Covenant by and between the United States of America and the City of Whittier recorded as Document No. 2022-031565-0 on August 25, 2022, in the Anchorage Recording District.

A Public Road Easement granted to the State of Alaska, Department of Transportation & Public Facilities, recorded as Document No. 1999-032940-0 on May 20, 1999, in the Anchorage Recording District.

A Public Road Easement to the State of Alaska, Department of Transportation & Public Facilities, recorded as Document No. 1999-036182-0, on June 3, 1999, in the Anchorage Recording District.

A Public Road Easement for to the State of Alaska, Department of Transportation & Public Facilities, recorded as Document number 1999-032940-0 on January 16, 2015, in the Anchorage Recording District.

A City of Whittier Right of Way Easement to the Enstar Natural Gas Company, LLC, recorded as Document No. 2024-004014-0 on February 16, 2024, in the Anchorage Recording District.

A City of Whittier Right of Way Easement to the Chugach Electric Association, recorded as Document 2024-024617-0 on September 10, 2024, in the Anchorage Recording District.

iv. COW AOI 4 – Containing approximately 14.2 acres

Government Lot 3, Section 15 of Township 8 North, Range 4 East, Seward Meridian, according to the plat of survey in the records of the Bureau of Land Management and approved October 11, 1996.

D. This subsection contains Areas of Interest currently owned by the Alaska Railroad Corporation:

i. ARRC AOI 1 – Containing approximately 0.8 acres

A portion of Parcel B of U.S. Survey No. 2559 according to the plat of survey officially filed December 14, 1994, together with a portion of Lot 8 of U.S Survey 9008 located within Section 23 of Township 8 North, Range 4 East, Seward Meridian.

ii. ARRC AOI 2 – Containing approximately 39.1 acres

A portion of Lot 8 of U.S. Survey No. 9008 according to the plat of survey officially filed October 12, 1995, together with a portion of Parcel A of U.S. Survey No. 2559 according to the plat of survey officially filed December 14, 1994; located within Section 23 of Township 8 North, Range 4 East, Seward Meridian.

iii. ARRC AOI 3 – Containing Approximately 9.78 acres.

Parcels I, J, and H together with Lot 11 and a portion of Lot 8 of U.S. Survey No. 9008 according to the plat of survey officially filed October 12, 1995; located within Sections 13, 14, 23 & 24 of Township 8 North, Range 4 East, Seward Meridian.

iv. ARRC AOI 4 – Containing approximately 21.94 acres

Lot 2, Lot 4 and a portion of Lot 8 of U.S. Survey No. 9008 according to the plat of survey officially filed October 12, 1995, located within Sections 14, 15, 22 & 23 of Township 8 North, Range 4 East, Seward Meridian. This includes the public general aviation airport property currently operated and leased by the State of Alaska Department of Transportation and Public Facilities.

v. ARRC AOI 5 - Containing approximately 16.27 acres

A portion of Lot 1, U.S. Survey No. 9008 according to the plat of survey officially filed October 12, 1995; located within Section 15 of Township 8 North, Range 4 East, Seward Meridian.

E. Final Areas of Interest List

The Parties shall mutually agree on a final list of Areas of Interest reflecting any Supplement to this Agreement no more than 60 days after the execution of this Agreement, or such later date as mutually agreed in writing. Said "Final Areas of Interest List" shall be used for securing appraisals and shall be the subject of future negotiations. Both parties agree that the "Final Areas of Interest List" shall include the following:

- i. Full and accurate legal descriptions of the Areas of Interest or, if a full description is not available, a description of the limitations of the descriptions and the reason for the limited description;
- ii. Identification of all or any known lease(s), permit(s) or any known property or contractual interest of any kind currently in effect within or impacting on the land included on the Final Areas of Interest List and provision of copies of such leases, permits or other agreements to the other party with respect to properties owned by the providing party that are included on the Final Areas of Interest List.
- iii. Both parties will establish during the final process that all Areas of Interest are free of encumbrances, liens, or other legal impediments to transfer or that any

encumbrances, liens or other legal impediments are known and identified by the party owning the Area of Interest or the separate deed or other instrument containing such encumbrance, lien or other legal impediment is directly identified in the Final Areas of Interest List.

3. **Appraisal**

- A. Both parties agree to commission independent, licensed commercial appraisers with a minimum of 5 years continuing recent experience within Alaska to determine the fair market value of the Areas of Interest owned by each party, respectively. Both parties agree the Areas of Interest will be appraised as clean. Both parties shall agree in writing on a date certain for the exchange of appraisals and upon the appraisal instructions to be applied with respect to the appraisals. If the cumulative appraised values of each party's parcels differ, the parties will work together in good faith to create a procedure for agreeing upon the net market value delta to be used to set the consideration to be paid by the party whose parcels have been appraised at a lower cumulative value for purposes of any purchase/sale, exchange or combination thereof.

4. **Environmental Assessments**

- A. Prior to any exchange, purchase/sale or combination thereof, each party shall, at its sole discretion and expense, conduct or commission a Phase I or 2 Environmental Site Assessment ("ESA") of each Area of Interest that party is acquiring. If an acquiring party elects not to conduct such a Phase I or 2 ESA for any particular parcel or parcels, any environmental baseline for such parcel(s) shall be limited to ones supported by previous relevant environmental investigations.
- B. In support of the foregoing, each party shall provide to the other party true and complete copies of any environmental reports and other information regarding hazardous material contamination on the parcels being acquired by the other party.

5. **Survey and Title Work**

- A. Where a land survey is necessary in order to subdivide one parcel into multiple parcels before conveyance or otherwise to confirm legal boundaries and descriptions, the parties agree to jointly develop a set of Survey Instructions ("SI") based on the information in the "Final Areas of Interest List". The SI should generally conform to the City of Whittier Title 16.04 - Subdivisions.
- B. A party may submit a survey of an Area of Interest surveyed before the Execution Date of this MOU so long as that survey meets the requirements of this section, and the survey was completed by a registered land surveyor within the last 365 days before the prior survey is submitted by the party.
- C. The parties understand that since many of the Areas of Interest are adjacent to one another, and that subdivision of one parcel of land is therefore related to adjoining parcels, there is a cost and time benefit to retaining one surveyor to perform all necessary work in the SI. The City of Whittier shall have first choice to retain a

registered land surveyor to perform the work as defined in the SI. The City of Whittier can alternatively elect to defer to the Alaska Railroad Corporation to retain a registered land surveyor. Regardless of which party retains the registered land surveyor, each party will in good faith coordinate with one another as to the choice of surveyor and shall share information during the survey process that may help expedite and lower the cost of the survey.

- D. The costs associated with survey and title work under this section shall be borne equally by both parties unless otherwise agreed upon in writing by both parties.

6. Execution of Exchange

- A. Proposals. No more than 90 days after completion of all required steps under this MOU, including appraisal, environmental assessment, and survey, the City agrees to either:
- i. Submit a proposal for the purchase/sale, exchange or combination thereof of property owned by ARRC within the City's boundaries that are included in the Areas of Interest under this MOU; or
 - ii. Adopt a resolution declining to submit a proposal, upon which action this MOU shall terminate, and the parties have no further obligations hereunder.
 - iii. Nothing in this provision prevents the City or ARRC from making a proposal for a purchase/sale, exchange or combination thereof at any time during the term of this MOU.
- B. Responses to Proposals. If the City submits a proposal to ARRC regarding the Areas of Interest, ARRC agrees to provide the City with a written response to its proposal within the longer of (i) 60 days after the date of the proposal or (ii) 15 days after the date on which ARRC's Board of Directors adopt a resolution either accepting or rejecting the proposal submitted by the City. Conversely, if ARRC submits a proposal to the City regarding the Areas of Interest, the City agrees to provide ARRC with a written response to its proposal within the longer of (i) 60 days after the date of the proposal or (ii) 15 days after the date on which the Whittier City Council adopts a resolution either accepting or rejecting the proposal submitted by ARRC.
- C. Agreement of Essential Terms. In the event a proposal is made and its essential terms agreed upon by the parties, or the parties are otherwise able to negotiate an agreement regarding the essential terms of a proposal, a resolution presenting the essential terms of the purchase/sale, exchange or combination thereof shall be presented to the governing bodies of both parties for consideration.
- D. Execution of Agreed Terms. The parties agree to seek legislative approval after both bodies have adopted resolutions with the agreed upon essential terms which may occur before final documents of purchase/sale, exchange, or a combination thereof have been drafted. ARRC and the City Council agree to work cooperatively and in good faith to approve the process and timing of any submission to the Alaska

legislature.

- E. Failure to Obtain Agreement of Governing Bodies. If one or both governing bodies fail to adopt resolutions agreeing to the essential terms of a proposal, then neither party shall be bound to proceed with the transaction contained within the proposal. In such event, the parties may either terminate the MOU as provided in Section 9 of this Agreement, or, alternatively, discuss whether a different proposal might be negotiated for resubmission to the governing bodies.
- F. Closing. The closing procedures shall be governed by the instrument(s) of purchase/sale, exchange or transfer agreed upon and executed by the parties. Such instruments shall include, but not be limited to, instruments terminating any leases (including the Master Lease), permits or other agreements between the parties respecting any of Areas of Interest included in the transaction, which such instruments will be executed at or before closing.

7. **Timelines and Deadlines**

Notwithstanding the specific provisions of this MOU, both parties agree to work diligently to complete the land purchase/sale, exchange, or combination thereof within eighteen (18) months of obtaining final authorization of the transaction by the legislature and signing of legislation by the Governor. Any extensions of such deadline, or any other deadlines or time periods set forth in this MOU must be mutually agreed upon in writing by both parties.

8. **Amendments**

This MOU may be amended only by mutual written agreement of both parties.

9. **Termination**

Either party may terminate this MOU by providing the other party with written notice. Lacking termination by written notice or termination due to either governing body's resolution not to submit a proposal per section 6, this MOU shall in any event terminate twelve (12) months after execution of this MOU unless such deadline is extended by the mutual written agreement of the parties.

10. **Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the State of Alaska without regard to application of choice of law under said law.

11. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date first written above.

CITY OF WHITTIER


Jack C. Wilde (Dec 17, 2024 19:58 AKST)

Jackie C. Wilde
City Manager
City of Whittier
Date:

ALASKA RAILROAD CORPORATION


Christeffal Z. Terry (Dec 13, 2024 12:57 AKST)

Christeffal Z. Terry
Vice President Real Estate
Date:



CITY OF WHITTIER

Gateway to Western Prince William Sound

P.O. Box 608 Whittier, Alaska 99693 | (907) 472-2327 | Fax (907) 472-2404

March 27, 2025

Christeffal Z. Terry
Vice President, Real Estate
Alaska Railroad Corporation
327 W. Ship Creek Avenue
Anchorage, AK 99501

Re: Preliminary Proposal from the City of Whittier to Purchase ARRC Property – AOI 1 through AOI 5

Dear Ms. Terry:

On March 11, 2025, the Whittier City Council authorized a preliminary proposal to purchase select properties owned by the Alaska Railroad Corporation (ARRC), identified as Areas of Interest (AOI) 1 through 5. This proposal is based on the fair market values established in the appraisals provided to the City in or around November 2024 (the "Appraisals"), which are enclosed for reference.

The City proposes to purchase the following Areas of Interest at the appraised values indicated:

1. AOI 1 – \$157,000

Approximately 0.8 acres

A portion of Parcel B of U.S. Survey No. 2559 (plat filed December 14, 1994), together with a portion of Lot 8 of U.S. Survey No. 9008, located within Section 23, Township 8 North, Range 4 East, Seward Meridian.

2. AOI 2 – \$1,960,000

Approximately 39.1 acres

A portion of Lot 8 of U.S. Survey No. 9008 (plat filed October 12, 1995), together with a portion of Parcel A of U.S. Survey No. 2559 (plat filed December 14, 1994), located within Section 23, Township 8 North, Range 4 East, Seward Meridian.

3. AOI 3 – \$2,811,000

Approximately 9.78 acres

Lots 9, 11, and 12, along with a portion of Lot 8 of U.S. Survey No. 9008 (plat filed October 12, 1995), located within Sections 13, 14, 23, and 24, Township 8 North, Range 4 East, Seward Meridian.

4. **AOI 4 – \$1,051,000**

Approximately 21.94 acres

Lot 2, Lot 4, and a portion of Lot 8 of U.S. Survey No. 9008 (plat filed October 12, 1995), located within Sections 14, 15, 22, and 23, Township 8 North, Range 4 East, Seward Meridian.

5. **AOI 5 – \$780,000**

Approximately 16.27 acres

A portion of Lot 1 of U.S. Survey No. 9008 (plat filed October 12, 1995), located within Section 15, Township 8 North, Range 4 East, Seward Meridian.

The City is committed to entering into good faith negotiations to finalize a purchase and sale agreement that aligns with the interests of both parties.

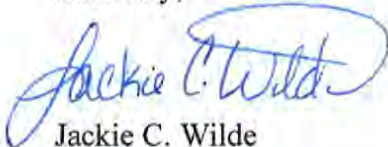
Pursuant to the MOU, the City respectfully requests a written response to this offer within 60 calendar days of this letter, or within 15 calendar days following formal action by the ARRC Board of Directors, whichever occurs later. The Whittier City Council intends to adopt a resolution formalizing this offer at its regular meeting on April 15, 2025. Should ARRC prefer that the City take formal action sooner, I will coordinate with Council to schedule a special meeting for that purpose.

This proposal reflects the City's continued commitment to fostering a productive and enduring partnership with ARRC. We look forward to the opportunity to move forward together in support of shared development goals.

Additionally, please note that the City will be introducing a legislative bill related to this transaction in May 2025 to support the necessary statutory process and approvals.

Please contact me directly with any questions or to discuss the next steps.

Sincerely,



Jackie C. Wilde
City Manager
City of Whittier

Enclosures: Appraisals (AOI 1-5)

ATTEST:


Shelby Carlson – City Clerk



May 2, 2025

Dear City Manager Jackie Wilde,

As you know, over the past months the Alaska Railroad Corporation (ARRC) has worked with the City of Whittier (City) to explore a potential land transfer. This process has included identifying and defining key parcels owned by ARRC and the City, and discussing transfer options inclusive of a comparable land exchange or purchases at fair market value. Throughout, ARRC has been clear that any disposition of railroad property is subject to approval by the ARRC Board of Directors.

To that end, ARRC presented your letter dated March 11, 2025, regarding the City's preliminary proposal to purchase ARRC properties identified as Areas of Interest (AOI) 1 through 5 (attached) for review by the ARRC Board's Executive Committee. We appreciate and share the City's commitment to good faith negotiations and to fostering a productive partnership. However, we must convey that the Executive Committee does not support the preliminary proposal offered by the City.


Prior to any sale or trade of railroad land, the ARRC Board must make findings pursuant to our statutes and determine that the land is not necessary for railroad purposes and that the sale of the land is in the best interest of the State. In making those determinations, the Board must remain mindful of the importance of ARRC real estate holdings in providing the land base for operations and generating income to support ongoing infrastructure maintenance on self-sustaining basis. ARRC remains committed to growing operations in Whittier, including supporting cargo operations critical to the State; freight imports for resource development projects; passenger transportation including public trains and cruise charters; and continued investment in local infrastructure developed with community input through ARRC's Whittier Terminal Master Plan.

Given the unique constraints of available land in Whittier and the importance of ARRC's Whittier operations to statewide commerce, the Executive Committee expressed concern that a straight sale option significantly reducing ARRC's land holdings in Whittier could potentially restrict future opportunities and not meet the best interests of ARRC or the State. In light of these issues, it is essential that any further proposals from the City include the exchange and/or mutual purchase of comparable land parcels for the Board's review and approval. To ARRC this is an important element of our original memorandum of understanding and reflects our ongoing commitment to provide safe, efficient and economical transportation and real estate services that support and grow economic development opportunities for the State of Alaska.

While the Executive Committee did not support the preliminary proposal, we would like to reiterate ARRC's ongoing commitment to working with the City to pursue mutually beneficial outcomes – on this and other initiatives. If the City is willing to consider alternative proposals or potential collaborative opportunities related to a land exchange or mutual sale rather than a unilateral sale of ARRC land to the City, the Executive Committee is open to reviewing those options and continuing this discussion.

We value our ongoing relationship and appreciate your understanding. Please feel free to reach out should there be any further avenues you would like to discuss.

Sincerely,



Christy Terry

Vice President Real Estate, Alaska Railroad Corporation

HOUSE BILL NO. 216

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - FIRST SESSION

BY REPRESENTATIVE HOLLAND

Introduced: 5/2/25

Referred: Transportation, Community and Regional Affairs

A BILL

FOR AN ACT ENTITLED

1 **"An Act approving the transfer of land owned by the Alaska Railroad Corporation to**
2 **the City of Whittier; and providing for an effective date."**

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 *** Section 1.** The uncoded law of the State of Alaska is amended by adding a new section
5 to read:

6 APPROVAL OF THE TRANSFER OF REAL PROPERTY TO THE CITY OF
7 WHITTIER. (a) The Alaska Railroad Corporation is authorized to convey the corporation's
8 interest in the surface estate of approximately 84.8 acres of rail land located within five areas
9 of interest within the City of Whittier to the City of Whittier for fair market value, subject to
10 valid existing rights. The five areas of interest are generally described as follows:

11 (1) approximately 0.8 acres located within Section 23 of Township 8 North,
12 Range 4 East, Seward Meridian that consists of a portion of Parcel B of U.S. Survey No.
13 2559, according to the plat of survey officially filed December 14, 1994, together with a
14 portion of Lot 8 of U.S. Survey 9008, according to the plat of survey officially filed

1 October 12, 1995;

2 (2) approximately 36 acres located within Section 23 of Township 8 North,
3 Range 4 East, Seward Meridian that consists of a portion of Lot 8 of U.S. Survey No. 9008,
4 according to the plat of survey officially filed October 12, 1995, together with a portion of
5 Parcel A of U.S. Survey No. 2559 according to the plat of survey officially filed
6 December 14, 1994, in the land records of the federal Bureau of Land Management,
7 Anchorage Field Office;

8 (3) approximately 10.2 acres located within Sections 13, 14, 23, and 24 of
9 Township 8 North, Range 4 East, Seward Meridian that consists of Parcels I, J, and H,
10 together with Lot 11 and a portion of Lot 8 of U.S. Survey No. 9008, according to the plat of
11 survey officially filed October 12, 1995, in the land records of the federal Bureau of Land
12 Management, Anchorage Field Office;

13 (4) approximately 22.3 acres located within Sections 14, 15, 22, and 23 of
14 Township 8 North, Range 4 East, Seward Meridian that consists of Lot 2, Lot 4, and a portion
15 of Lot 8 of U.S. Survey No. 9008, according to the plat of survey officially filed October 12,
16 1995, in the land records of the federal Bureau of Land Management, Anchorage Field Office;

17 (5) approximately 15.5 acres located within Section 15 of Township 8 North,
18 Range 4 East, Seward Meridian that consists of a portion of Lot 1, U.S. Survey No. 9008,
19 according to the plat of survey officially filed October 12, 1995, in the land records of the
20 federal Bureau of Land Management, Anchorage Field Office.

21 (b) The legislature recognizes that the real property in the areas of interest described
22 in (a) of this section includes portions of existing lots, which are not currently discrete and
23 separate parcels, and that surveying and platting actions necessary to convey the real property
24 in the areas of interest described in (a) of this section will change the legal description of the
25 real property. It is the intent of the legislature that the land transfer approved in this Act
26 include any land described by a reasonable modification to the legal description of the real
27 property described in (a) of this section to the extent that the transfer of that land is approved
28 by the board of directors of the Alaska Railroad Corporation under AS 42.40. The Alaska
29 Railroad Corporation and the City of Whittier shall make and execute an agreement to
30 conduct any necessary surveying and platting actions.

31 (c) In consideration for the conveyance authorized in (a) of this section, the Alaska

1 Railroad Corporation may accept cash equivalent to the fair market value of the land being
2 conveyed.

3 (d) This section constitutes legislative approval under AS 42.40.285(1) for the Alaska
4 Railroad Corporation to convey its entire interest in the land described in (a) of this section.

5 * **Sec. 2.** This Act takes effect immediately under AS 01.10.070(c).

SENATE BILL NO. 191

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - FIRST SESSION

BY SENATOR GIESSEL

Introduced: 5/9/25

Referred: Transportation, Community and Regional Affairs

A BILL

FOR AN ACT ENTITLED

1 **"An Act approving the transfer of land owned by the Alaska Railroad Corporation to**
2 **the City of Whittier; and providing for an effective date."**

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 * **Section 1.** The uncoded law of the State of Alaska is amended by adding a new section
5 to read:

6 APPROVAL OF THE TRANSFER OF REAL PROPERTY TO THE CITY OF
7 WHITTIER. (a) The Alaska Railroad Corporation is authorized to convey the corporation's
8 interest in the surface estate of approximately 84.8 acres of rail land located within five areas
9 of interest within the City of Whittier to the City of Whittier for fair market value, subject to
10 valid existing rights. The five areas of interest are generally described as follows:

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13 2559, according to the plat of survey officially filed December 14, 1994, together with a
14 portion of Lot 8 of U.S. Survey 9008, according to the plat of survey officially filed

1 October 12, 1995;

2 (2) approximately 36 acres located within Section 23 of Township 8 North,
3 Range 4 East, Seward Meridian that consists of a portion of Lot 8 of U.S. Survey No. 9008,
4 according to the plat of survey officially filed October 12, 1995, together with a portion of
5 Parcel A of U.S. Survey No. 2559 according to the plat of survey officially filed
6 December 14, 1994, in the land records of the federal Bureau of Land Management,
7 Anchorage Field Office;

8 (3) approximately 10.2 acres located within Sections 13, 14, 23, and 24 of
9 Township 8 North, Range 4 East, Seward Meridian that consists of Parcels I, J, and H,
10 together with Lot 11 and a portion of Lot 8 of U.S. Survey No. 9008, according to the plat of
11 survey officially filed October 12, 1995, in the land records of the federal Bureau of Land
12 Management, Anchorage Field Office;

13 (4) approximately 22.3 acres located within Sections 14, 15, 22, and 23 of
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16 1995, in the land records of the federal Bureau of Land Management, Anchorage Field Office;

17 (5) approximately 15.5 acres located within Section 15 of Township 8 North,
18 Range 4 East, Seward Meridian that consists of a portion of Lot 1, U.S. Survey No. 9008,
19 according to the plat of survey officially filed October 12, 1995, in the land records of the
20 federal Bureau of Land Management, Anchorage Field Office.

21 (b) The legislature recognizes that the real property in the areas of interest described
22 in (a) of this section includes portions of existing lots, which are not currently discrete and
23 separate parcels, and that surveying and platting actions necessary to convey the real property
24 in the areas of interest described in (a) of this section will change the legal description of the
25 real property. It is the intent of the legislature that the land transfer approved in this Act
26 include any land described by a reasonable modification to the legal description of the real
27 property described in (a) of this section to the extent that the transfer of that land is approved
28 by the board of directors of the Alaska Railroad Corporation under AS 42.40. The Alaska
29 Railroad Corporation and the City of Whittier shall make and execute an agreement to
30 conduct any necessary surveying and platting actions.

31 (c) In consideration for the conveyance authorized in (a) of this section, the Alaska

1 Railroad Corporation may accept cash equivalent to the fair market value of the land being
2 conveyed.

3 (d) This section constitutes legislative approval under AS 42.40.285(1) for the Alaska
4 Railroad Corporation to convey its entire interest in the land described in (a) of this section.

5 * **Sec. 2.** This Act takes effect immediately under AS 01.10.070(c).



This product is for informational purposes only and may not be suitable for engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate location of items and boundaries.

Odom Building
ALASKA
RAILROAD

Legend

Stations

- 114.1 Palmer Branch
- 114.2 Every Sixth of a Mile

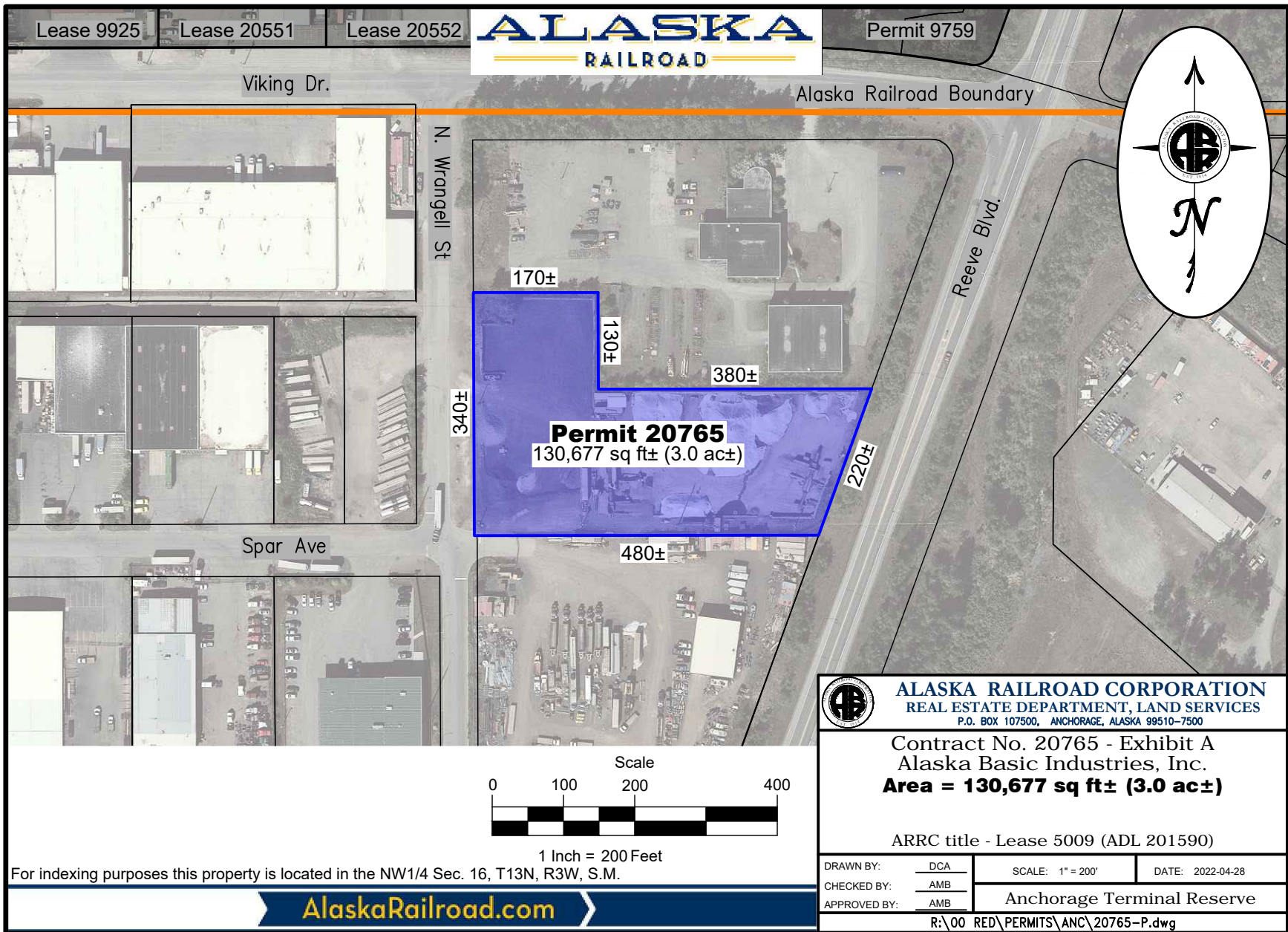
Crossings

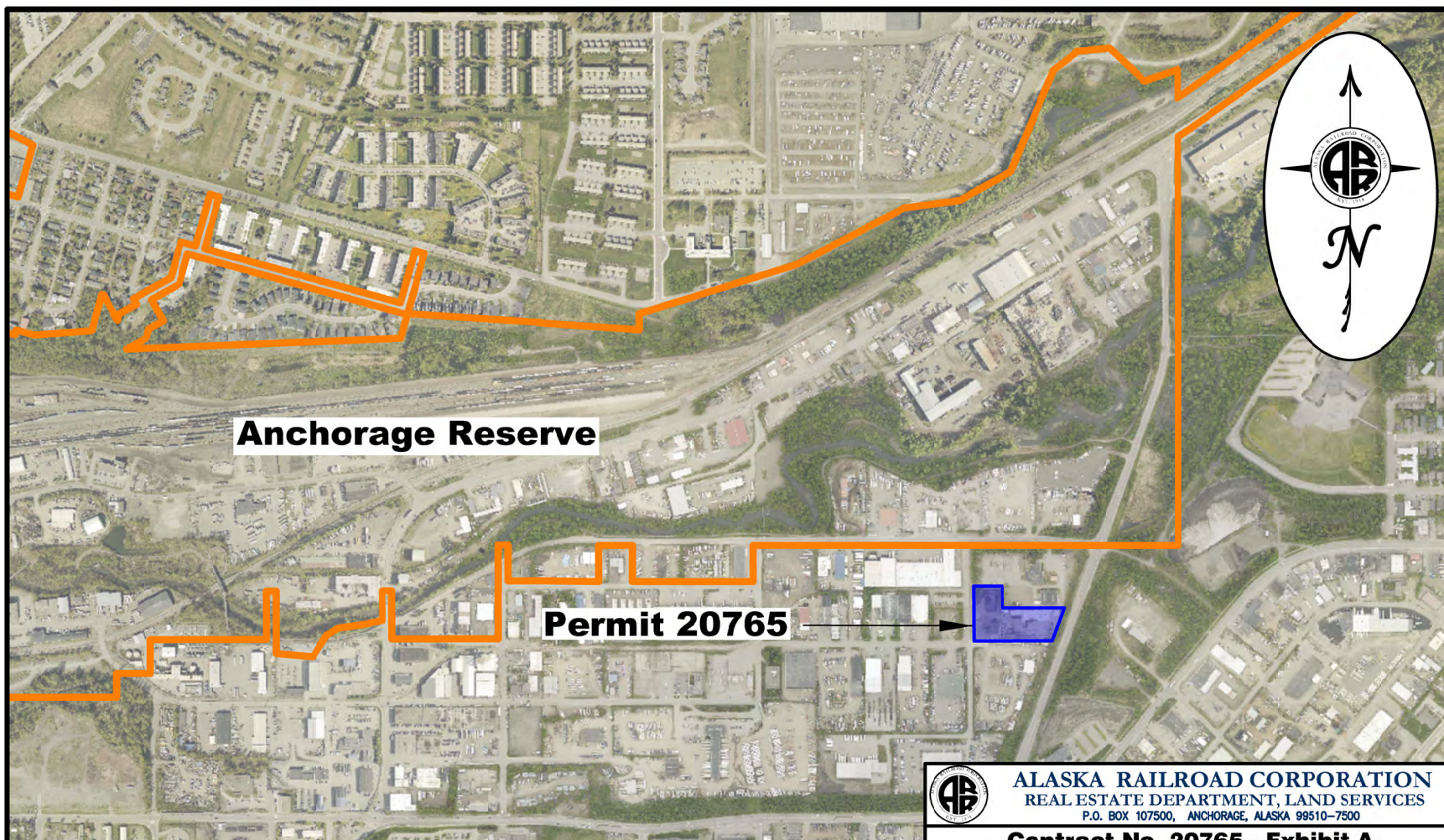
- Overpass
- Not Depict
- Closed

Track Centerline

Track Status

- Active
- Out of Service
- Discontinued
- Bridge End Points
- Bridge
- Turned End Points
- Turnback





AlaskaRailroad.com



ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Contract No. 20765 - Exhibit A
Alaska Basic Industries, Inc.
Overview

ARRC title - Lease 5009 (ADL 201590)

DRAWN BY: DCA

SCALE: 1" = 1,000'

DATE: 2025-05-27

CHECKED BY: JSR

Anchorage Terminal Reserve

APPROVED BY: JSR

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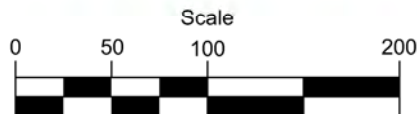


ARRC OPERATION LAND

Permit 21031

Total Area:
84,700 sq ft± (1.9 ac±)

-Whitney Rd.-



1 Inch = 100 Feet

For indexing purposes this property is located in
Sec. 8 T13N R3W S.M.



ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Contract No. 21031 - Exhibit A
Alaxsxaq LLC

Total Area = 84,700 sq ft± (1.9 ac±)

ARRC title - Patent 50-2011-0122 - USS 1170 Lot 2

DRAWN BY: DCA

SCALE: 1" = 100'

DATE: 2024-04-17

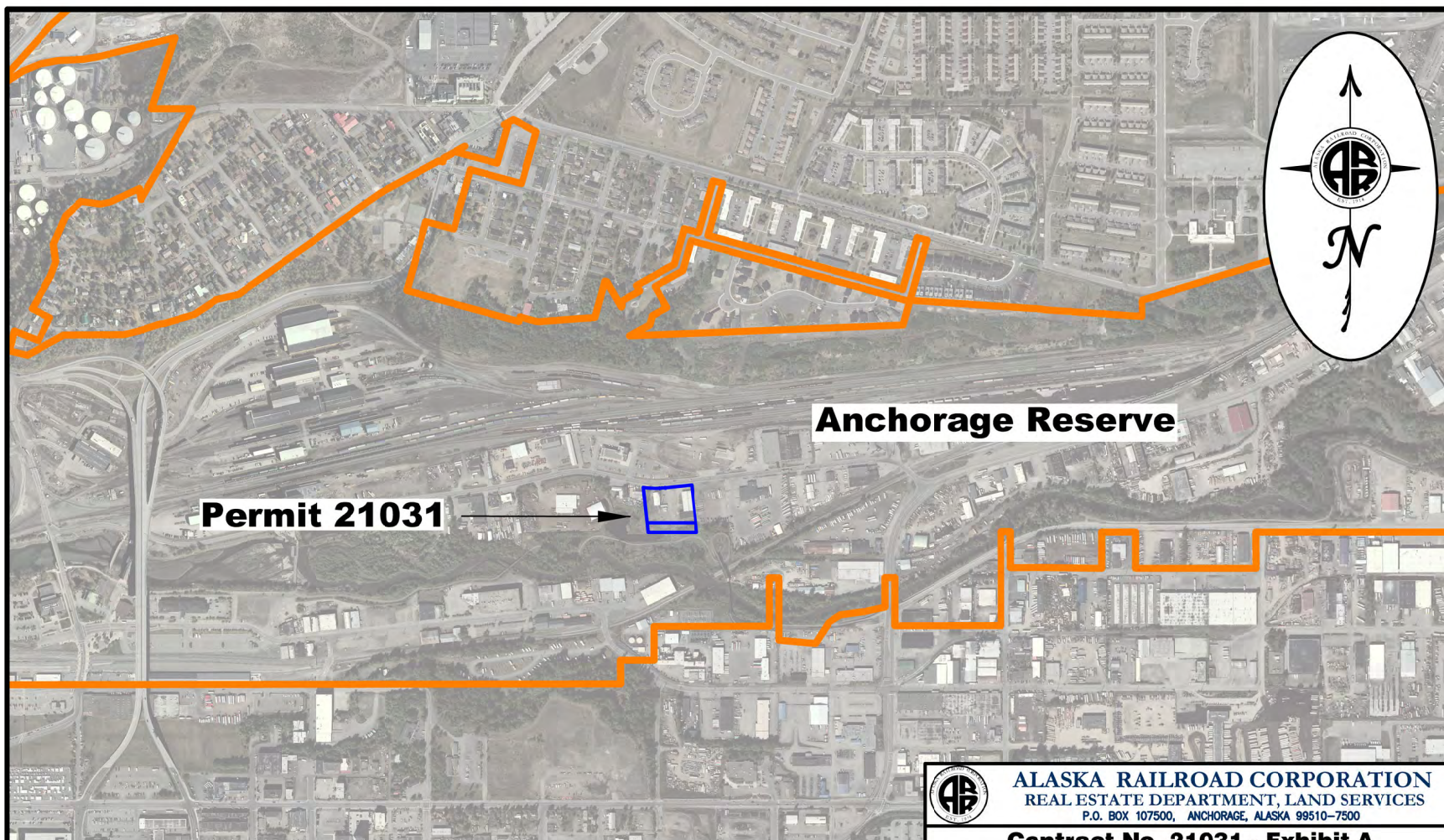
CHECKED BY: JSR

APPROVED BY: JSR

Anchorage Terminal Reserve

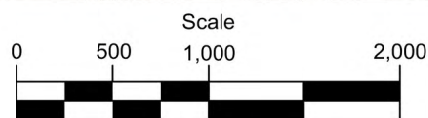
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AlaskaRailroad.com



Permit 21031

Anchorage Reserve



1 Inch = 1,000 Feet

AlaskaRailroad.com



ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Contract No. 21031 - Exhibit A
Alaxsxaq LLC
Overview

ARRC title - Patent 50-2011-0122 - USS 1170 Lot 2

DRAWN BY:

DCA

SCALE: 1" = 1,000'

DATE: 2025-05-28

CHECKED BY:

JSR

APPROVED BY:

JSR

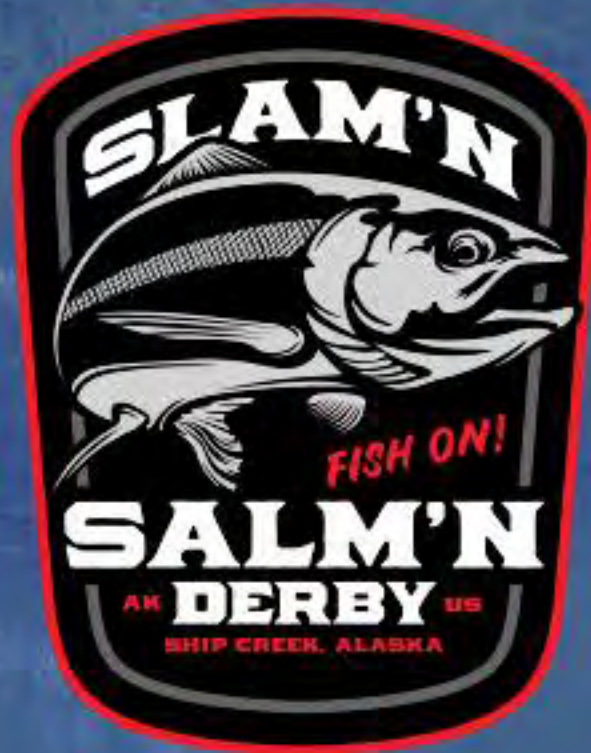
Anchorage Terminal Reserve

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THE BAIT SHACK 2025 COMMUNITY EVENTS



FEB. 8TH



JUNE 13TH-21ST



AUG 16TH



MAY 2025



JUNE 21ST



MAY 17TH

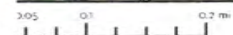
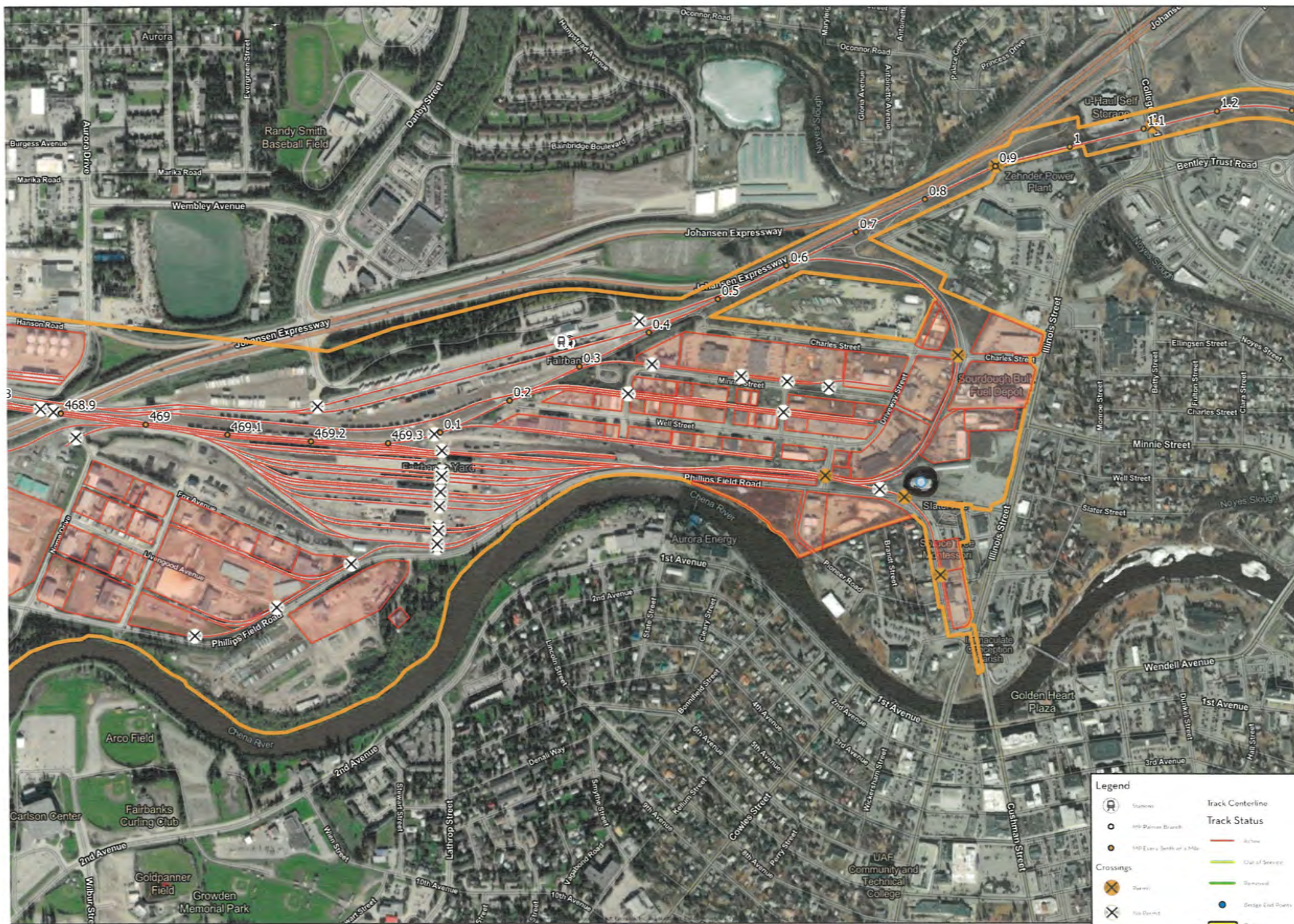


JULY 26TH



DEC 31ST

FIND MORE INFO AT THEBAITSHACKAK.COM



This product is for informational purposes only and may not be suitable for engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate location of items and boundaries.

Fairbanks Aurora Energy

ALASKA
RAILROAD

Legend	
	Stations
	140 Gauge Branch
	140 Extra Switch or a Mile
	Crossings
	Swamp
	No Switch
	Closed
	Track Centerline
	Track Status
	Active
	Out of Service
	Damaged
	Design End Points
	Flagging
	Tunnel End Points
	Tunnels

ALASKA

RAILROAD

We truly have the best customers.
Please join us in celebrating **YOU**
with some great beer and great food.

REAL ESTATE CUSTOMER APPRECIATION EVENT ~ FAIRBANKS ~

July

21

4 - 6 PM

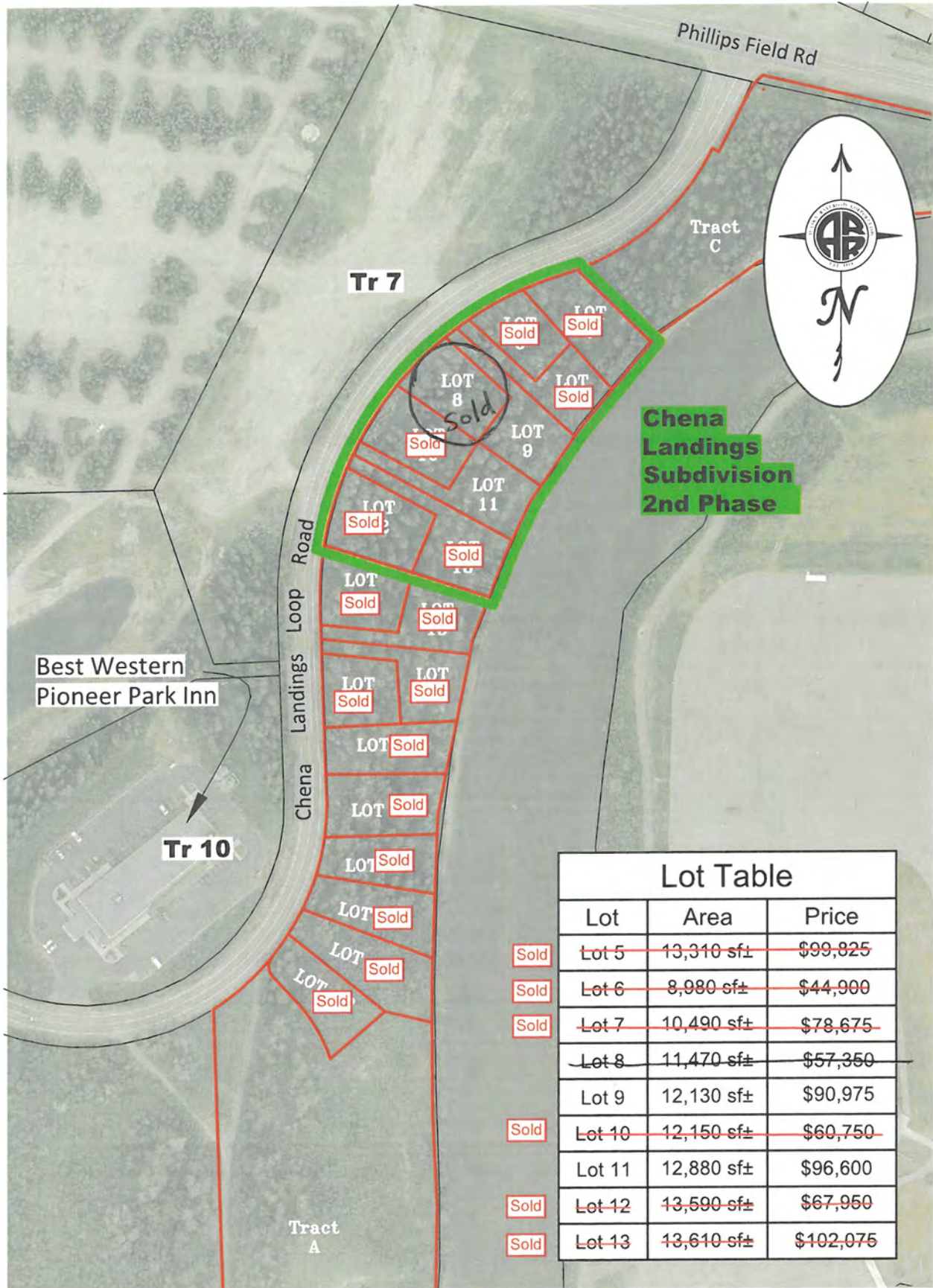
HooDoo Brewing Co.
1951 Fox Avenue



HooDoo
BREWING CO.

RSVPs appreciated but not required

RSVP: <https://forms.office.com/r/1rKEr2pfgm>



Lot Table		
Lot	Area	Price
Sold Lot 5	13,310 sf±	\$99,825
Sold Lot 6	8,980 sf±	\$44,900
Sold Lot 7	10,490 sf±	\$78,675
Lot 8	11,470 sf±	\$57,350
Lot 9	12,130 sf±	\$90,975
Sold Lot 10	12,150 sf±	\$60,750
Lot 11	12,880 sf±	\$96,600
Sold Lot 12	13,590 sf±	\$67,950
Sold Lot 13	13,610 sf±	\$102,075