

Chairman

Tom Bailer

Commissioners

David Reggiani

John Greenwood

Tom McGann

Scott Pegau

John Baenen

Allen Roemhildt

City Planner

Samantha Greenwood

Assistant Planner

Leif Stavig

PLANNING COMMISSION REGULAR MEETING

JULY 8, 2014 AT 6:30 PM

LIBRARY MEETING ROOM

AMENDED AGENDA

1. CALL TO ORDER

2. ROLL CALL

Chairman Tom Bailer, Commissioners David Reggiani, John Greenwood, Tom McGann, Scott Pegau, John Baenen, Allen Roemhildt

3. APPROVAL OF REGULAR AGENDA (voice vote)

4. APPROVAL OF MINUTES (voice vote)

a. Minutes of 5-13-14 Public Hearing at 6:30 PM.....Page 2

b. Minutes of 5-13-14 Public Hearing at 6:45 PM.....Page 3-4

c. Minutes of 5-13-14 Regular MeetingPage 5-10

5. DISCLOSURES OF CONFLICTS OF INTEREST

6. CORRESPONDENCE

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Audience comments regarding agenda items (3 minutes per speaker)

8. PLANNER'S REPORTPage 11

9. NEW/MISCELLANEOUS BUSINESS

a. Land Disposal for Lot 4A, Block 5, North Fill Development Park Addition No. 2.....Page 12-16

b. Disposal for "Old Sea Grant Office"Page 17-28

10. PENDING CALENDAR

a. July 2014 CalendarPage 29

b. August 2014 Calendar.....Page 30

11. AUDIENCE PARTICIPATION

12. COMMISSION COMMENTS

13. ADJOURNMENT

**PLANNING COMMISSION PUBLIC HEARING
MAY 13, 2014 AT 6:30 PM
LIBRARY MEETING ROOM
MINUTES**

1. CALL TO ORDER

Chairman *Tom Bailer* called the Planning Commission Public Hearing to order at 6:30 PM on May 13, 2014 in the Library Meeting Room.

2. ROLL CALL

Present for roll call were Chairman *Tom Bailer* and Commissioners *David Reggiani, John Greenwood, Tom McGann, Scott Pegau, John Baenen, and Allen Roemhildt.*

Also present were City Planner, *Samantha Greenwood*, and Assistant Planner, *Leif Stavig.*

2 people were in the audience.

3. PUBLIC HEARING

a. Subdivision Request for Tina Hammer

M/Reggiani to recess at 6:31 PM.

No objection; meeting recessed.

Bailer called the Public Hearing back to order at 6:44 PM.

4. ADJOURNMENT

M/Reggiani S/Greenwood to adjourn the Public Hearing at 6:45 PM; with no objection, the meeting was adjourned.

Approved:

Tom Bailer, Chairman

Leif Stavig, Assistant Planner

**PLANNING COMMISSION PUBLIC HEARING
MAY 13, 2014 AT 6:45 PM
LIBRARY MEETING ROOM
MINUTES**

1. CALL TO ORDER

Chairman *Tom Bailer* called the Planning Commission Public Hearing to order at 6:45 PM on May 13, 2014 in the Library Meeting Room.

2. ROLL CALL

Present for roll call were Chairman *Tom Bailer* and Commissioners *David Reggiani, John Greenwood, Tom McGann, Scott Pegau, John Baenen, and Allen Roemhildt.*

Also present were City Planner, *Samantha Greenwood*, and Assistant Planner, *Leif Stavig.*

4 people were in the audience.

3. PUBLIC HEARING

a. CTC Telecommunication Tower Conditional Use Permit

Paul Swartzbart, Eccles Lagoon, said he would be referencing page 31 and 46 of the packet. The Ski Hill is operated by the Ski Club, but the Ski Hill is owned by the City on land leased from the State. The Ski Club is requesting that the Planning Commission include as a requirement in the CTC permit that all microwave transmitters on the Ski Hill be located no less than 35 feet above ground level. The 35 foot minimum regulation would ensure that on deep snow years kids would not be exposed to dangerous levels of microwave radiation. These towers are not to be confused with normal cell phone towers; these are also microwave transmitters. They use tremendous amounts of electricity. At this particular site, we need to account for snow depth. In town the effective ground level is constant which is not so at the top of the Ski Hill. The fact that hundreds of people are regularly passing by the tower when there is lots of snow makes this a potentially dangerous situation. CTC sent a sketch to the City Planner showing the transmitter located at 35 feet. Since this is not an engineering drawing and to scale it does not obligate CTC to mount their dishes at 35 feet or higher. (*Swartzbart* went on to show the commissioners pictures of the Ski Hill with and without snow.) *Swartzbart* said the average snow depth at the top of the Ski Hill was 12-15 feet.

Mike Anderson said that he was there to support *Swartzbart* as he is concerned about the same thing.

M/Reggiani to recess at 6:50 PM.

No objection; meeting recessed.

Bailer called the Public Hearing back to order at 7:00 PM.

4. ADJOURNMENT

M/McGann S/Pegau to adjourn the Public Hearing at 7:00 PM; with no objection, the meeting was adjourned.

Approved:

Tom Bailer, Chairman

Leif Stavig, Assistant Planner

DRAFT

**PLANNING COMMISSION REGULAR MEETING
MAY 13, 2014 AT 7:00 PM
LIBRARY MEETING ROOM
MINUTES**

1. CALL TO ORDER

Chairman *Tom Bailer* called the Planning Commission Regular Meeting to order at 7:00 PM on May 13, 2014 in the Library Meeting Room.

2. ROLL CALL

Present for roll call were Chairman *Tom Bailer* and Commissioners *David Reggiani, John Greenwood, Tom McGann, Scott Pegau, John Baenen, and Allen Roemhildt.*

Also present were City Planner, *Samantha Greenwood*, and Assistant Planner, *Leif Stavig.*

5 people were in the audience.

3. APPROVAL OF AGENDA

M/Reggiani S/Greenwood to approve the Agenda.

Upon voice vote, motion **passed** 7-0.

Yea: *Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani*

Nay: None

Absent: None

4. APPROVAL OF CONSENT CALENDAR

M/Reggiani S/Pegau to approve the Minutes of April 8th, 2014 Regular Meeting.

Upon voice vote, motion **passed** 7-0.

Yea: *Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani*

Nay: None

Absent: None

5. DISCLOSURES OF CONFLICTS OF INTEREST

Baenen said he has done contracts for CTC in the past.

Bailer said that he doesn't believe that has anything to do with the cell tower.

6. CORRESPONDENCE

a. Public Notice from Corps of Engineers

b. Public Notice from the State of Alaska.

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Audience comments regarding agenda items

8. PLANNER'S REPORT

McGann asked if one of the building permits was for the Picnic Basket.

S. Greenwood said that they do not need a building permit because it is a temporary structure and they will be moving it.

9. NEW/MISCELLANEOUS BUSINESS

- a. Preliminary Plat Approval for Tina Hammer

M/Pegau S/Baenen to approve the Preliminary Plat request for Replat, Portion of Lot 3 Alaska State Land Survey No. 81-28, Plat 81-28, Creating Lots 3A and 3B Alaska State Land Survey No. 81-28.

Upon voice vote, main motion passed 7-0.

Yea: *Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani*

Nay: None

Absent: None

- b. Final Plat Approval for Tina Hammer

M/Greenwood S/Reggiani to approve the Final Plat request for Replat, Portion of Lot 3 Alaska State Land Survey No. 81-28, Plat 81-28, Creating Lots 3A and 3B Alaska State Land Survey No. 81-28.

Upon voice vote, main motion passed 7-0.

Yea: *Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani*

Nay: None

Absent: None

- c. CTC Telecommunication Tower Conditional Use Permit

M/McGann S/Pegau to approve the request by Cordova Telephone Cooperative, Inc for a Conditional Use Permit to construct a telecommunication tower and building extension on Township 15 South, Range 3 West, Copper River Meridian with the special conditions and as described in their application.

McGann said they have met the standards for issuance, but he is concerned with the verbage of the motion. The three bullet points in the memo should be in the motion. In regards to *Swartzbart*'s concerns, we may want to stipulate that the drawing is what CTC will do as the drawing meets his requirements.

M/Pegau S/Baenen to amend the main motion adding a special condition requiring the base of all microwave transmitters be located at least 35 feet above ground level.

Upon voice vote, motion to amend passed 7-0.

Yea: *Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani*

Nay: None

Absent: None

M/McGann S/Pegau to amend the main motion by inserting the special conditions from the memo.

Upon voice vote, motion to amend passed 7-0.

Yea: *Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani*

Nay: None

Absent: None

Pegau said that he thought this was going to be an easy one until he read the background (of the staff memo). There seems to be an issue not necessarily with the conditional use but the repeated violation of the lease agreement that this is a conditional use on. He is wondering if the real discussion should be on whether or not to renew the lease. It appears that this is the second time that someone has gone up and

found that modifications were being made without any notification. He is worried about approving a use when there is a chronic violator of the lease.

Greenwood clarified with **Swartzbart** that the height requirement requested was just for the microwave transmitter and not all the antennas.

Baenen asked if there was a microwave dish on the tower already up there.

Swartzbart said that the dish was located lower than 35 feet.

Reggiani asked **S. Greenwood** to clarify the lease agreement.

S. Greenwood said that the State owns the land; we (the City) lease it from the State; we have an agreement with CTC and Copper Valley Wireless as a sublease, but the State has to consent to the City leasing. The City has a contract with the Ski Club to operate the Ski Hill.

Reggiani said one of the criteria that the Commission made sure was in the Code was the adherence to setbacks. Page 45, item number nine states, "the tower must be located no less than a distance equal to the tower height from all lot lines." If the tower fell over it would be outside that lease area, that property is owned by the State and leased to the City, but not subleased to CTC. There probably isn't a way to put a 50' tower on a 50' by 50'. Does the City or State have any concerns?

S. Greenwood said the State was willing to send a letter of no objections. From the Planning Department we don't have concerns as there are other towers up there. The areas haven't been surveyed out, the 50' by 50' area is "floating."

M/Reggiani S/McGann to amend the main motion adding a special condition that the City receive a letter of no objection from the State.

Upon voice vote, motion to amend passed 7-0.

Yea: **Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani**

Nay: None

Absent: None

Reggiani asked **Paul Kelly** (CEO of CTC) if the Copper Valley tower was already loaded.

Kelly responded that from observation the tower is loaded as it is and that they have an equal load to put on their tower. One thing not addressed is interference issues; if you co-located on a tower you can't get the space diversity between antennas.

Reggiani said he was also concerned about the safety aspect from the access by the public. The City Code calls out for fencing and he understands the problems of a fence, but the Code specifies a minimum height of eight feet must be placed around the perimeter to limit access by the public. He asked Kelly if they had given thought to how to limit access.

Kelly said there are three towers there now and there has never been any fencing. If you were to put a fence up, someone could end up post-holing. It would make access to the site impossible for his crews.

Reggiani asked if there was a way to limit the ability for someone to get at significant elevation.

Kelly said that there isn't really. He thinks that the fence is a bigger hazard than the tower. Typically people stay clear of telecommunications. They don't have any problem with vandalism or anything like that.

Reggiani said that if there was a way to block significant height access he would like to have Kelly explore those options.

Pegau said that there are ways to limit access. Drawing on page 66 shows the ladder coming all the way down to ground level. Quite often the first ten feet are removed which does limit access. There's nothing that can prevent it one hundred percent, but it can be made more difficult.

Baenen said that he thinks there are ladder covers that you can put over ladders.

McGann said that he doesn't share the other commissioners concerns as he doesn't think it is a problem.

Greenwood said that he saw people sitting on top of the Ski Hill towers, and that if the commission can make it a little less easier for people to access they should. A ladder is inviting to climb.

Reggiani asked **Randy Robertson**, City Manager where the liability falls if someone were to climb the tower and fall off.

Robertson said that he had not explored that.

Reggiani said that he feels like they are falling short because as the motion sits they are considering a Conditional Use Permit without any focus on preventing public access.

Bailer said that he is for the motion, but shares **Reggiani's** concern.

M/Bailer to recess at 7:35 PM.

No objection; meeting recessed.

Bailer called the Regular Meeting back to order at 7:45 PM.

M/Reggiani S/Greenwood to amend the main motion to add a fifth special condition that would say in lieu of a fence, the tower design must limit public access above 20 feet.

Kelly said that he doesn't know of anybody that knows how to limit access to a tower above 20 feet. This is a special circumstance that has been imposed on us after we have met all the criteria. If there's a way to do it and the commissioners know about it and he does not, then impose it. You have to tell us how it's physically possible. He can't meet that criteria as far as he knows; it is physically impossible.

Reggiani said the intent of the motion is to work with the applicant. The minimum criteria is a fence with a minimum height of eight feet. At the very least, that criteria must be met. The intent of the amendment is to provide flexibility.

Kelly said that they are the first ones to build a tower under these regulations. No regulations basically existed before this. There are other things going on that really are a danger. There's towers everywhere. We were there before this lease and the donation from the State to the City transpired.

Reggiani said that if the whole intent of the fence is to limit access to the site, then it wouldn't be allowed to get buried. You (CTC) would be somewhat obligated to shovel the snow around it.

Kelly said that was literally impossible to do. You can make an exemption to the criteria.

Pegau said he wanted to point out that this is about the Conditional Use Permit that was submitted. That is what the commission is considering; not what has previously occurred.

Bailer said that putting some type of restriction on the ladder starts to restrict public access.

Baenen said that if you cover the ladder it shows that you made effort to limit access.

Reggiani said that what they are talking about would meet his concerns by focusing on the ladder portion of the design.

Kelly asked if he could just remove the ladder (several commissioners verbally agreed).

Reggiani said that if there was no ladder up to 20 feet, then that works for him.

Upon voice vote, motion to amend passed 7-0.

Yea: *Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani*

Nay: None

Absent: None

Upon voice vote, main motion passed 7-0.

Yea: *Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani*

Nay: None

Absent: None

10. PENDING CALENDAR

Reggiani asked staff to include information about microwave transmitters and FCC regulations for the next packet.

Pegau said that he wanted to address the boat and house visible from AC parking lot (adjacent to tidelands on Sawmill Ave.)

S. Greenwood said that staff is currently working on the 1997 Abatement of Dangerous Buildings for the City Council and also looking at tax incentives along with this.

11. AUDIENCE PARTICIPATION

Swartzbart thanked the commission for working effectively as a board. He is impressed. CTC is able to carry on with their construction and be supervised.

12. COMMISSION COMMENTS

Baenen said he wouldn't have known about the microwave dish and so he was glad that *Swartzbart* came in. With him coming in they were able to do something about it.

Pegau echoed *Baenen* and said it was helpful to have *Swartzbart* bring that to their attention and that it was something easy to fix.

Reggiani agreed and thanked him for the pictures.

Roemhildt said thank you and that he shares the concern with the microwaves and he appreciates everyone's input on the issue.

Bailer thanked *Pegau* and *Reggiani* on keeping their eyes on the Code. He thinks they came up with a good alternative to the fence.

13. ADJOURNMENT

M/Greenwood to adjourn the Regular Meeting at 8:20 PM; with no objection, the meeting was adjourned.

Approved:

Tom Bailer, Chairman

Leif Stavig, Assistant Planner

DRAFT

Planner's Report

To: Planning Commission
From: Planning Staff
Date: 7/1/14
Re: Recent Activities and Updates

- Five building permits issued since last Planning Commission meeting.
- Update on microwave transmitters.
- Worked with Clerk's office and Tax assessor to get city leased property assessed on regular basis so that the lease rate can be adjusted according to CMC.
- Spoke with ADOT planner Duane Hoskins about State road issues.
 - Whitshed road maintenance repaving will occur late summer or early next spring.
 - Whitshed road widening and bike path are on hold, match money returned to city; all STIP project in the State are on hold due to changes in federal funding. Whitshed did make first cut and planner feels like it is a project that will stay in STIP; timing and funding unknown at this point.
 - The bridge at 36 mile will not be repaired. Estimated cost for repair 52 million dollars total funding for this category is 47 million for the State.
- FEMA and State Flood Plain Coordinator came to Cordova to review preliminary maps for Cordova; submitted some questions and concerns that will be addressed sometime in fall official draft maps will be available for public review and public meeting with State and FEMA will occur in Cordova.
- Working with Trident to map and permit outfall lines at all plants.
- Working with lawyers on lease with option to purchase formats.
- Working with PW on street cutting permit and recouping cost for road repairs done with Infra-red machine.
- Research various land issues grandfathering concerns in Avalanche area, releasing city lien on private property from the late 70s and various plats and land use questions.
- CTC lease at Ski hill is being hashed out, hoping for lease to be on August CC meeting.

Memorandum

To: Planning Commission
From: Planning Staff
Date: 7/1/14
Re: Land Disposal for Lot 4A, Block 5, North Fill Development Park Addition No. 2

PART I – GENERAL INFORMATION

Requested Action: Recommendation to City Council on Disposal Method
Lot, Block, Survey: Lot 4A, Block 5, North Fill Development Park Addition No. 2
Lot Size: 8,267 sq. ft.
Parcel Number: 02-060-128
Zoning: Waterfront Industrial
Location Map: Attachment A

PART II – BACKGROUND

In the 2014 Land Disposal Maps approved by the Planning Commission and City Council, Lot 4A, Block 5, North Fill Development Park Addition No. 2 (commonly referred to as the “Impound Lot”) is designated “Available.” In the past, this lot has been designated “Not Available” and has been used most recently by the City as an impound lot.

The City has received two letters of interest for the Impound Lot. Both letters are attached following this memo. In accordance with the Cordova Municipal Code, the Planning Commission will give a recommendation to City Council of how to dispose of the property.

PART III – APPLICABLE CRITERIA

5.22.040 DISPOSAL OF CITY REAL PROPERTY – Application to lease or purchase.

E. The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.

5.22.060 DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.

A. In approving a disposal of an interest in city real property for fair market value, the council shall select the method by which the city manager will conduct the disposal from among the following:

- 1. Negotiate an agreement with the person who applied to lease or purchase the property;*
- 2. Invite sealed bids to lease or purchase the property;*
- 3. Offer the property for lease or purchase at public auction;*
- 4. Request sealed proposals to lease or purchase the property.*

PART IV – STAFF RECOMMENDATION

Staff recommend disposing the Impound Lot by requesting sealed proposals to lease or purchase the property.

PART V – SUGGESTED MOTION

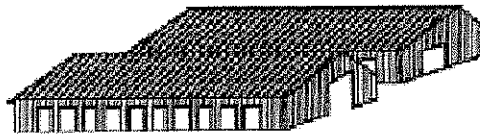
“I move to recommend to City Council disposal of Lot 4A, Block 5, North Fill Development Park Addition No. 2 by requesting sealed proposals to lease or purchase the property.”

Attachment A



BAYSIDE STORAGE

350 Seafood Lane
Box 265
Cordova, AK 99574
(907)424-3109



March 9, 2011

Mark Lynch
City Manager
City of Cordova
Box 1210
Cordova, AK 99574

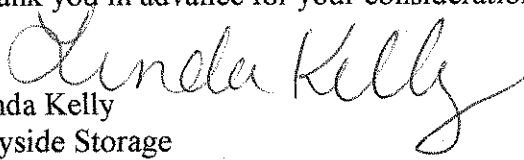
Re: Purchase proposal lot, block, North Fill

Dear Mr. Lynch,

Bayside Storage would like to enter an agreement to purchase addition #2, lot 4A, Block 5, North Fill Development. We realize that this lot is substandard size and not suitable for building. Bayside Storage proposes to use the lot for snow removal needs and would be willing to sign an agreement stating we would not build a structure on the lot. While we prefer to purchase the property, leasing would also be acceptable if it could be renewable for subsequent years.

When we purchased our last two lots the lot listed above was a designated snow dump. Our building plans for buildings 4-5 and 6 were contingent on having this lot to use as a snow dump according to the city land use maps. This past summer the entire lot was fenced off as a city impound yard making snow removal extremely difficult.

Thank you in advance for your consideration.


Linda Kelly
Bayside Storage

Cc: Sam Greenwood, City Planner; Tom Cohenour, Public Works Dept.

02-060-128



NERKA ENTERPRISES

Box 865
Cordova Alaska
99574

September 23, 2013
City of Cordova ,Planning Department

att. Sam Greenwood


We realize that the property south of our building on Lot 4a Block 5 is not presently for sale. We want to go on record that I don't have any concerns with this lot being used as the City's Impound Storage Site, however if this lot should ever be considered for sale I would be extremely interested with purchasing it at fair market value.

We would propose two development plans for consideration. The first option would be for a Boat Maintenance Warehouse @ 60' x 60', estimated cost for construction would be @\$250,000.00. The second option which we would like to propose would be for us to purchase the said property and use it for boat trailer storage in the summer months and the have an agreement with the city that 1/2 of this lot would be used by the City for winter snow storage and the remaining 1/2 be used by us for winter boat storage. If this option was considered we would expect some adjustment to the sale price.

We have had numerous inquires for these services and sincerely think that either one would be an asset to the fishing industry.

Again we want to state that we have no problem with the present condition of this lot but want our plans to be considered if the situation changes in the future.

Sincerely yours,


Gregory LoForte

Memorandum

To: Planning Commission
From: Planning Staff
Date: 7/3/14
Re: Disposal for “Old Sea Grant Office”

PART I – GENERAL INFORMATION

Requested Action: Recommendation to City Council on Disposal Method
Lot, Block, Survey: Portion of Lot 3, Block 7A, Tidewater Development Park
Parcel Number: 02-060-250
Zoning: Economic Development
Location Map: Exhibit in lease

PART II – BACKGROUND

This building has been leased to the Science Center at fair market value since 1999 in six different leases of various lengths of time. When their leases expired, they would begin a new lease with the City. The current lease will expire on July 31. The new proposed lease is for five years, expiring on July 31, 2019. Attached after this memo is the lease (Attachment A) which contains an exhibit of the property in question.

In the past when leases expire and the entity holding the lease has expressed interest in continuing to rent it, the Planning Department prepares a new lease document to go before City Council in the consent calendar with a resolution. At the July 2, 2014 City Council meeting, the council pulled this lease from the consent calendar and passed a motion to refer the lease back to staff so that it can go to the Planning Commission for a recommendation.

Since the lease is expiring and the Science Center wishes to enter into a new lease agreement, CMC suggests that the property go through the disposal process.

PART III – APPLICABLE CRITERIA

5.22.040 DISPOSAL OF CITY REAL PROPERTY – Application to lease or purchase.

E. The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.

5.22.060 DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.

A. In approving a disposal of an interest in city real property for fair market value, the council shall select the method by which the city manager will conduct the disposal from among the following:

- 1. Negotiate an agreement with the person who applied to lease or purchase the property;*
- 2. Invite sealed bids to lease or purchase the property;*
- 3. Offer the property for lease or purchase at public auction;*
- 4. Request sealed proposals to lease or purchase the property.*

PART IV – STAFF RECOMMENDATION

Staff recommend the commission consider the lease itself as the application from the Science Center and move forward with their recommendation to City Council to dispose of the property by lease and direct negotiation.

PART V – SUGGESTED MOTION

“I move to recommend to City Council disposal by lease of a building locally known as the “Old Sea Grant Office” located on a portion of Lot 3, Block 7A, and Tidewater Development Park by negotiating an agreement (Method 1) with the Prince William Sound Science Center.”

ATTACHMENT A

CITY OF CORDOVA
Cordova, Alaska

LEASE

THIS LEASE ("Lease") by and between the **CITY OF CORDOVA** ("Landlord"), a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and the **PRINCE WILLIAM SCIENCE AND TECHNOLOGY CENTER (D.B.A. PRINCE WILLIAM SOUND SCIENCE CENTER)** doing business in Cordova, Alaska ("Tenant").

RECITALS

WHEREAS, the City owns that certain parcel of land and all improvements thereon in Cordova, Alaska generally described as a portion of Lot 3, Block 7A, Tidewater Development Park, Plat 93-2, located within Cordova Recording District, Cordova Alaska; and

WHEREAS, Tenant desires to lease the building (locally known as the "Old Sea Grant Office") and the dock underneath the building (referred to hereinafter as the "Premises") from the City, and Landlord desires to lease the Premises to Tenant, on the terms and conditions set forth herein; and

WHEREAS, the Cordova City Council ("Council") has approved the lease of the Premises from the City to Tenant in accordance with the Cordova City Charter §5-17 and Chapter 5.22 of the Cordova Municipal Code (hereinafter referred to as the "Code" or "CMC").

NOW, THEREFORE, in consideration of the Premises and the mutual covenants of the parties hereto, it is agreed as follows:

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City hereby leases to Tenant and Tenant hereby leases from the City, the Premises.

2. LEASE TERM

The term of this Lease shall be five (5) years, commencing on August 1, 2014, (the "Commencement Date") and expiring five (5) years later, on July 31, 2019, unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. The rent during the term of this Lease shall be Two Thousand Six Hundred Twenty Five Dollars and Forty Cents (\$2625.40) annually ("Base Rent"), which shall be due and payable in advance on the Commencement Date of this agreement. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 20.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant. As required by the CMC Section 5.22.040(C), any lease having a term of more than two (2) years shall be subject to a rental adjustment to fair market value at intervals of no more than two (2) years, but no adjustment shall result in a reduction of rent

B. Additional Charges. In addition to the Base Rent, Tenant acknowledges and agrees that Tenant is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses, taxes (including 6% sales tax) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease ("Additional Charges").

ATTACHMENT A

C. Late Penalty Provision. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; such charge shall be considered liquidated damages and shall be due and payable as additional rent. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.

D. Security Deposit. Upon execution of this Lease, the City may require Tenant to deposit with the City an amount equal to two months' rent [the "Security Deposit"]. The Security Deposit shall be held by the City as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. If Tenant fails to pay the Base Rent, or a portion thereof, or otherwise defaults with respect to any provision of this Lease, after notice and beyond the expiration of any applicable cure period the City may use, apply or retain all or any portion of the Security Deposit for:

- i. the payment of any rent or other sum in default;
 - ii. the payment of any other sum to which the City may become obligated by reason of Tenant's default;
- or
- iii. to compensate the City for any loss or damage which the City may suffer thereby, including, but not limited to, any costs associated with moving and storage of Tenant's personal property (if any) remaining on the Premises beyond termination of the Lease. The City shall be free to commingle the Security Deposit with funds held in the City's own accounts, including accounts in which the City keeps other security deposits. If Tenant performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days of Tenant's vacation of the Premises.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to use as Tenant's storage, and the Premises shall not, without prior written consent of the Landlord, be used for any other purposes. Landlord expressly reserves the right to terminate this lease in the event Tenant fails to operate said use for a period of eighteen consecutive months.

B. Inspections. The City will provide Tenant with at least 24-hours' notice before inspecting the Premises, except no notice will be provided when the public health or safety or preservation of the Premises requires immediate inspection. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenants authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

D. Tenant's Acceptance of Premises. Tenant has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Tenant may make of the Premises. Tenant accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises

ATTACHMENT A

shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute §9.65.070, or any amendment thereto.

E. The City may terminate this Lease for any or no reason upon (30) days' written notice to the Tenant.

5. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to the City that Tenant is not delinquent in the payment of any obligation to the City, and Tenant has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

6. ASSIGNMENTS AND SUBLETTING: SUBORDINATION

Tenant shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent the City may withhold in its absolute discretion. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity.

7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Tenant shall, at Tenant's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Tenant's use of the Premises; (3) all utilities and services needed for Tenant's use of the Premises; (4) all taxes and assessments levied against the Premises, and Tenant agrees to pay all such taxes and assessments as and when they become due, including but not limited to all utility bills and special assessments levied and unpaid as of the date of this Lease or hereafter levied for public improvements; (5) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (6) all real property taxes, personal property taxes, and sales taxes related to the Premises or Tenant's use or occupancy thereof; and (7) any taxes on the leasehold interest created under this Lease.

8. LIENS

Tenant will suffer no lien or other encumbrance to attach to the Premises, including without limitation mechanic's or materialman's liens, sales tax liens under CMC §5.40.125, or property tax liens under CMC §5.36.260. If the City posts any notice of non-responsibility on the Premises, Tenant will ensure that the notice is maintained in a conspicuous place.

9. INDEMNIFICATION

A. General Indemnification. Tenant shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Tenant's occupation or use of the Premises or the occupation or use of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Tenant shall, at Tenant's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

B. Environmental Indemnification. Tenant has had full opportunity to examine the Premises for the presence of any Hazardous Material (as hereafter defined) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Tenant releases the City and its authorized representatives, agents, officers, and employees from any and

ATTACHMENT A

all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of this Lease, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Tenant, or that arise out of or result from Tenant's occupancy or use of the Premises or the use or occupancy of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept or brought on the Premises by Tenant, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

Tenant shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on or from the Premises and subsequently enters the soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise surrounding the Premises; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Tenant or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

As used in this Lease, "Hazardous Material" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any federal, state or local law or regulation, as now in force or as may be amended from time to time, relating to the protection of human health or the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to the same. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste" "extremely hazardous waste," or a "hazardous substance" under any such law or regulation.

10. INSURANCE

Tenant shall procure and maintain, at Tenant's sole cost and expense, the following policies of insurance with a reputable insurance company or companies satisfactory to the City:

A. Commercial general liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars (\$1,000,000.00) for property damage for each occurrence;

B. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such terms as are satisfactory to the City;

C. Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of personal property of Tenant located on the Premises; and

D. Workers compensation insurance, and such other insurance as is required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Prior to commencement of the Lease term, Tenant shall provide the City with proof of the insurance required by this Section.

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11. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises. Tenant shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Tenant pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

12. DEFAULT AND REMEDIES

A. Default. The occurrence of any of the following shall constitute a default and a breach of this Lease by the Tenant:

- i. The failure to make payment when due of any installment of rent, Additional Charges or of any other sum herein specified to be paid by the Tenant;
- ii. The failure to pay any taxes or assessments due from the Tenant to the City and in any way related to this Lease, the Premises, any improvements, or the Tenant's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;
- iii. An assignment for the benefit of Tenant's creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt, or for extending the time for payment, adjustment, or satisfaction of Tenant's liabilities, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing or other initial event;
- iv. The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof) or of Tenant's interest in the leasehold estate [or any portion thereof] or of Tenant's operations on the Premises (or any portion thereof) by reason of Tenant's insolvency;
- v. The abandonment or vacation of the Premises or any portion thereof;
- vi. Execution, levy or attachment on Tenant's interest in this Lease or the Premises, or any portion thereof;
- vii. The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Tenant's use or occupancy of the Premises; or
- viii. The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Tenant. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Tenant perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

B. Remedies. If the Tenant breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:

- i. Distrain for rent due any of Tenant's personal property which comes into the City's possession. This

ATTACHMENT A

remedy shall include the right of the City to dispose of Tenant's personal property in a commercially reasonable manner. Tenant agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Tenant's expense, all without service of notice or resort to legal process, which Tenant waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Tenant's default. If Tenant does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Tenant without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Tenant;

v. The City may hold Tenant liable for Rent, Additional Charges, and other payments for which Tenant is obligated under the Lease, but only up to the amount not recaptured by the City after reletting the Premises;

vi. Recover the costs of performing any duty of Tenant in this Lease;

vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

13. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, nor for any injury caused thereby to the property of the Tenant or any sub-lessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Tenant's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

14. VACATION BY TENANT

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably vacate the Premises and the Premises shall be returned to the City by Tenant together with any alterations, additions or improvements made after the Commencement Date, unless the City requests that they be removed from the Premises. Upon such vacation, Tenant shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses.

15. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Tenant or any other party, including the right of ingress and egress to and from the Premises for the construction, operation and maintenance of utilities and access, provided that Tenant shall be compensated for the taking or destruction of any improvements on the Premises. Tenant shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

16. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not

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apply to standard, directional, informational and identification signs of two square feet or less in size. At the termination of this Lease, or sooner, all such signs, advertising matter, symbols, canopies or awnings, attached or painted by Tenant shall be removed from the Premises by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

17. HOLDING OVER

If Tenant with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Tenant terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

18. EMINENT DOMAIN

If the whole or any part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then the following provisions shall be operative.

A. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate.

B. Partial Taking. If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 3 above shall be abated in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder.

C. Award. Upon condemnation, the parties shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the condemnation.

19. COSTS

Tenant shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the preparation, operation and enforcement of this Lease.

20. MISCELLANEOUS

A. Time Is of the Essence. Time is of the essence of this Lease and of each provision hereof.

B. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Tenant.

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Tenant and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Tenant other than the relationship of Tenant and Landlord.

E. Notice. All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

ATTACHMENT A

TO CITY:
City of Cordova
Attn: City Manager
PO Box 1210
Cordova, Alaska 99574

TO TENANT:
Prince William Sound Science Center
Attn: Katrina Hoffman
PO Box 705
Cordova, Alaska 99574

or to such other respective addresses as either party hereto may hereafter from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

F. Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

H. Survival. No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.

I. Late Payment. In the event that any rent or other payment due under this Lease is not received by the City when due, a late fee of five percent (5%) per month of the principal amount due shall be due and payable until the full amount of rent or other payment is received by the City.

J. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

K. Successors and Assigns. The terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Tenant.

L. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than 10 days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment, that the same is in full force and effect as amended and stating the amendments); that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

M. Recordation of Lease. The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.

N. Authority. Tenant represents that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

O. Exhibits. Exhibit A to this Lease is hereby specifically incorporated into this Lease.

P. No Third Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories or successors or permitted assigns of signatories to this Lease.

Q. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according

ATTACHMENT A

to its fair meaning and not for or against the City or Tenant as both City and Tenant have had the assistance of attorneys in drafting and reviewing this Lease.

R. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

S. Attorney's Fees. In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Tenant agrees that Tenant shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the dates set opposite their respective signatures below.

CITY OF CORDOVA:

By: _____

Date: _____

Its: _____

Attest: _____
City Clerk

PRINCE WILLIAM SOUND SCIENCE CENTER:

By: _____

Date: _____

Its: _____

ATTACHMENT A

EXHIBIT A



SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY	
Jun 29	30	Jul 1	2	3	4	5							
6	7	8	9	10	11	12							
13	14	15	16	17	18	19							
20	21	22	23	24	25	26							
27	28	29	30	31	Aug 1	2							

July 2014

July 2014

Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2014

Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2014		August 2014							September 2014												
		Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa						
		3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9	10	11	12	13
		10	11	12	13	14	15	16	14	15	16	17	18	19	20	21	22	23	24	25	26
		17	18	19	20	21	22	23	21	22	23	24	25	26	27	28	29	30			
		24	25	26	27	28	29	30	28	29	30										
		31							28	29	30										

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 27	28	29	30	31	Aug 1	2
3	4	5	6 7:00pm City Council Regular (Library)	7	8	9
10	11	12 6:30pm Planning Commission Regular (Library)	13 7:00pm Harbor Commission Regular (City Hall) 7:00pm School Board Regular (High School)	14	15	16
17	18	19	20 7:00pm City Council Regular (Library)	21	22	23
24	25	26	27	28	29	30
31	Sep 1	2	3	4	5	6