

SUBJECT: Approval of Westall Airport Lease

REQUESTED BY: Airport Manager and Economic Developer

PREPARED BY: Ric Davidge

DATE: 8/27/99

FOR AGENDA OF: August 30, 1999

SUMMARY:

The Airport Manager, Economic Developer, and Mr. Thomas Westall have been negotiating a small hanger lease for private purposes so that Mr. Westall can relocate his two aircraft to the Wasilla Municipal Airport before first snow this year. These negotiations have been frustrated and complicated by the current code and approved lease document.

In the interest of time, and as this lease is small and for private purposes, Mr. Westall has agreed to enter into a lease with the City using the existing lease document with modifications approved by the Airport Manager. These changes are noted in the attached lease document.

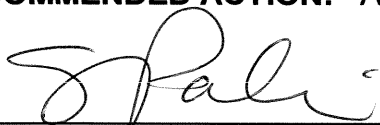
Under other action by the Council, the Airport Manager and Economic Developer are requesting approval of an amendment to the code that will greatly simplify and facilitate airport leasing. Also in process is a new airport lease document that is simpler and more competitive with other municipal airports in the region.

The Wasilla Municipal Airport is a key facility in efforts by the City to expand and diversify its economic base creating jobs and economic activity. The leasing of land in and adjacent to the airport is a critical tool in this effort, and must be attractive to prospective lessors, fair to all parties, and efficient to administer. Approval of this lease and the new code and lease document will greatly accelerate economic activity at the airport.

Attached is a recommendation from the Planning Commission supporting approval of this lease and the recommendations of the administration.

FISCAL IMPACT: __No __X Yes, will increase income to the General Fund

RECOMMENDED ACTION: Approval



Reviewed by: SARAH PALIN, Mayor
Attachments:

Presented to council on 8/30/99
Action taken: Approved Denied
other: _____
Verified by [Signature]



**WASILLA PLANNING
COMMISSION**

**REGULAR MEETING
MINUTES
August 24, 1999**

1. CALL TO ORDER

The regular meeting of the Wasilla Planning Commission was held on Tuesday, August 24, 1999, in the Wasilla City Council Chambers, Wasilla, Alaska. Chairman Rupright called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chairman Rupright led the Pledge of Allegiance.

3. ROLL CALL

Commission Members present and establishing a quorum were:

Mr. Verne Rupright
Mr. Howard O'Neil
Mr. Kevin Baker

Mr. Raymond McCarthy
Mr. John Vinette
Mr. William McCain

Ms. Kathy Marshall

Staff members in attendance were:

Sarah Palin, Mayor
Tim Krug, City Planner
Ric Davidge, Economic Development Planner
Helen Kaye, Planning Clerk

4. APPROVAL OF AGENDA

MOTION: Commissioner McCarthy moved and Commissioner Marshall seconded to adopt the August 24, 1999 Agenda as presented.

MOTION: Commissioner Baker moved and Commissioner O'Neil seconded a motion to place Landscaping Standards on the August 24, Agenda, under Unfinished Business, item B.

VOTE: The primary amendment passed unanimously.

VOTE: The main motion passed unanimously.

5. CONSENT AGENDA

A. Minutes of Preceding Meetings:

1. Regular Meeting Minutes: July 27, 1999

MOTION: Commissioner Baker moved and Commissioner McCarthy seconded a motion to approve the consent agenda as presented.

VOTE: The main motion passed unanimously.

6. PERSONS TO BE HEARD

Anne Kilkenny spoke to the WPC about entertaining the concept of an alternate route for the Knik Goose Bay Road Bikepath. She said the drawing presented in the packet was only a suggestion. What ADOT/PF really wants to know is whether the WPC would consider alternatives, not whether they support the specific plan that was presented in their packet. (See New Business item B for WPC action.)

Ms. Kilkenny also suggested that all businesses be required to have a flowerpot on either side of their main entrance as an additional requirement in the Landscaping standard.

7. PUBLIC HEARING

- A. WPC Resolution No. 99-17, a resolution to request a rezone for Lots 1 & 2, Block 1, Wasilla Heights Subdivision from RR-Rural Residential to RM-Residential Multifamily. The applicants are William & Cheryl Odom.

Tim Krug, City Planner, gave a brief overview of the uses that could be allowed on the site with the current zoning.

William Odom, applicant, built a multifamily dwelling unit on Lot 2, Block 1, Wasilla Heights in 1977, this multifamily use has been established for twenty-two years. He also pointed out that there are many more multifamily structures in close proximity of the site. Mr. Odom's intent is to rezone Lot 2 to be consistent with the established uses and to construct a six or eight-plex on Lot 1, Block 1, Wasilla Heights.

Ric Davidge, Economic Development Planner, pointed out that there were 84 lots within the mailout area and the WPC should consider not only the property owners that responded, but the ones that did not respond as well, when they make their recommendation to council.

Chair Rupright opened the public hearing.

Kelli Mahoney and Eloise Niesen spoke in opposition to the rezone.

Mr. Odom closed with his summation of the possible impacts to traffic on Patricia Avenue. He stated that logically the residents and visitors traveling to and from the apartments will pull off Patricia Avenue directly onto the site. Mr. Odom felt because this is a corner lot and the street terminates into a cal de sac the biggest portion of the traffic generated by the multifamily dwelling should not impact the property owners further down the street.

Chair Rupright closed the public hearing.

MOTION: Commissioner Baker moved and Commissioner Vinette seconded a motion to adopt WPC Resolution No. 99-17 as presented.

MOTION: Commissioner McCarthy moved to postpone until the Sept. 14, 1999, Regular Planning Commission Meeting.

VOTE: The motion to postpone to a date specific passed unanimously.

8. UNFINISHED BUSINESS

A. WPC Resolution No. 99-15, a resolution of the Wasilla Planning Commission recommending to the Wasilla City Council a land sale to include Lots 14, 19, 20 and 21, Block 1, Wasilla Airport Heights Subdivision and Lot 9A, Ravenswood Subdivision Division I.

MOTION: Commissioner McCarthy moved and Commissioner O'Neil seconded a motion to approve WPC Resolution No.99-15.

VOTE: The main motion passed unanimously.

B. Landscaping Standards.

Commissioner Baker requested the Landscaping Standards to be placed on the August 24 agenda in order to state for the record that he would like to see review comments from the Parks & Recreation Commission.

Ric Davidge, Economic Development Planner, described some of the difficulties with the Landscaping Standards when applied to special uses; such as, automotive sales or the establishment of a small business on a very large lot.

Mr. Davidge also touched on the number of bushes required in the landscaping standard. He said in theory three bushes per 100 square feet did not sound excessive, but when this number is applied to a site along with the trees and other ground cover requirements, the vegetation is too thick. Mr. Davidge encouraged the WPC to reduce the amount of shrubs required to one shrub per 100 square feet with the understanding that this a minimum requirement only.

MOTION: Commissioner McCarthy moved and Commissioner McCain seconded to reduce the minimum requirement for shrubs to one per 100 square feet.

VOTE: The main motion passed unanimously.

9. COUNCIL REPORT

The WCC appropriated money for a new trailhead. The trail head development will be a cooperative effort with the State of Alaska, Dept. of Natural Resources and the City of Wasilla. The strip paving projects were awarded to Wilder Construction. The WCC also has agreed to move forward with the research into the acquisition of some of the property adjacent to the airport.

10. NEW BUSINESS

- A. PCM Serial No. 99-07, a request for consideration of an alternative bike trail location along Knik Goosebay Road.

MOTION: Commissioner Rupright moved and Commissioner Vinette seconded a motion to elevate this request to the Wasilla City Council for their consideration and direction.

VOTE: The main motion passed unanimously.

- B. Lease Agreement for Lot 2 New Wasilla Airport

Applicant: Tom Westall

MOTION: Commissioner Rupright moved and Commissioner McCarthy seconded a motion to support the expeditious revision(s) of the New Wasilla Airport lease agreement and the lease of a portion of Lot 2, New Wasilla Airport to Tom Westall.

VOTE: The main motion passed unanimously.

11. AUDIENCE COMMENTS

Garvin Bucaria voiced his concern about the application for a commercial floatplane base at the east end of Wasilla Lake as advertised in the Frontiersman newspaper. He asked to have copies of any information that the Planning Office may receive from the State of Alaska, Dept. of Natural Resources regarding this issue.

Anne Kilkenny had further comments on the alternative bike path for Knik Goose Bay Road.

12. STAFF REPORT

Tim Krug, City Planner, commented on the August 24, worksession. The topics discussed were signs with flashing lights and paving parking lots. Mr. Krug will be on vacation from August 31 through September 6 and back to the office on September 7.

Ric Davidge, Economic Development Planner, urged the WPC to look closely at the zoning designations on the Official Zoning Map. The market in Anchorage for moderate to lower income housing is at a premium because there is not land available for new construction of this type of housing. Wasilla will begin to feel the pressure very soon and should take this opportunity to identify and designate some undeveloped areas for multifamily housing.

13. COMMISSION REPORTS

There were no commission reports for the August 24, 1999, regular meeting.

14. COMMUNICATIONS

Commissioner O'Neil researched the files for the Wasilla Bar remodel and the extension of the lumberyard for Spenard Builders. It was stated during a public meeting that a condition for landscaping the permits for these two developments had not been met. Mr. O'Neil provided copies of the permits for the two sites to the WPC. The permit for Wasilla Bar stated there were no conditions required and the permit for Spenard Builders stated specifically that their intention was to clear cut the lot. In both instances, there were no landscaping requirements written or implied and therefore both properties appear to comply with the Conditional Use Permits.

15. CALENDAR REVIEW

There were no calendar review comments for the August 24, 1999, regular meeting.

16. COMMISSIONER'S COMMENTS

Commissioner Vinette did not have comments for the August 24, 1999, regular meeting.

Commissioner McCarthy said that he felt the worksession for the sewer masterplan had been a waste of his time.

Commissioner Baker asked what the status was on the Complan rewrite.

Commissioner Marshall said that she agreed with Mr. Davidge's observation of the need to designate areas for multifamily housing.

Commissioner McCain did not have comments for the August 24, 1999, regular meeting.

Commissioner O'Neil did not have comments for the August 24, 1999, regular meeting.

17. CHAIR'S COMMENTS

Chair Rupright agreed with Mr. McCarthy about the worksession for the sewer masterplan.

18. ADJOURNMENT

The meeting adjourned at 9:02 p.m.

Approved:

Helen Y. Kaye, Planning Clerk


Verne E. Rupright, Chair

City of Wasilla

Economic Development, Planning

MEMO

DATE: 8/19/99 2:49 PM
TO: Planning Commission
FROM: Ric Davidge, Economic Development/Planning
SUBJECT: Airport Lease



Under New Business you have a negotiated airport lease and an approved use permit for Tom Westall to lease a portion of one commercial airport lot and construct a private hanger of 1,200 sq. ft to store his two private airplanes.

Although it is not required that this lease be brought before you by code, it was the recommendation of this office and the Deputy Administrator, that the Planning Commission be advised of this lease and program changes in the works to address code and administrative problems.

1. This is a lease to build a small private hanger to house two private airplanes.
2. The facility to be constructed is less than 10,000 sq. ft.
3. Mr. Westall will be making a significant economic investment in his hanger on City owned land.
4. The lease rate is \$.08 per sq. ft. This is \$.02 higher than the rate required. This rate adjustment is in consideration of the need to subdivide a lot for his small hanger.
5. The lease is for a term of five years with renewals based on performance.

Under the current code all leases must be approved by the Council. Additionally, the airport lease package (over 1 inch thick) is not very user friendly. In fact it is down right unfriendly, confusing, incorrect in its references, etc. These facts became clear as we processed this lease.

The City Attorney has been directed to draft a new city ordinance that helps streamline airport lease negotiations. He has also been directed to draft a new city lease from which to negotiate. We have suggested that private and small commercial uses be negotiated by the administration and approved by the Mayor. Large commercial uses or developments needing a variance from the development code should come to the Planning Commission and the Council for approval. All administratively approved leases will be forwarded to the Commission and the Council under "Communications" so that you are kept informed of what is going on.

We have a growing number of commercial and private parties seriously interested in leasing land of various sizes at the airport. We need the tools and authority to responsibly negotiate such leases in a timely and friendly manner. If we had this authority today, we could have a number of areas leased, under development, providing income to the City, local profit, and jobs.

Mr. Westall has offered to sign the existing lease, with some modifications that are not appropriate to his intended use. Mr. Shiesl, the Airport Manager, and I have agreed to these changes as illustrated in the marked-up lease. Mr. Westall has taken this action to speed initial construction of his hanger before the first freeze. He hopes to have his aircraft under cover before it snows. Once the Council approves the new ordinance and lease packages, we will again sit down with Mr. Westall and review his lease with him.

If the Commission decides they wish to express some opinion on this lease or the general issues surrounding airport leasing, that would be appreciated. This lease will go before the Council at a special meeting scheduled for August 30th. Your comments or recommendations will be attached for their information.



LAND USE PERMIT

376-6897

Property Owner () Designee () THOMAS S. WESTALL d/b/a TEMPLAR RESEARCH + DEVELOPMENT

Mailing Address Box 878409, Wasilla, AK 99687 Tel. # Work 376-6897 Home 8715

Legal Description: Lot 2 Blk Sub NEW WASILLA AIRPORT Development District: C- Commercial

Description of proposed action: AIRCRAFT HANGER SEE DRAWINGS

Site for development is to be absorbed within the first month's lease fees.

FOR PLANNING OFFICE USE

Minimum setback requirements: Front 25' Rear 20' Side 20'

Number of parking spaces required: 2 Paving required? Yes () No () Waiver attached ()

Snow/Trash area Maximum building height: 35 Lighting (1 per 25 parking spaces)

Conditions of approval? No [] Yes [] (Listed on the backside of this page.)

SPECIAL NOTES FOR APPLICANT

- 1) Permit approvals are valid only during developers compliance with Title 16.43 of the Wasilla Development Code and the terms and conditions of approval.
2) This permit will expire automatically twelve months after issuance if no significant construction, activity, or occupancy has commenced.
3) A land use permit does not relieve the applicant from the responsibility for compliance with any other required local, state or federal review of permits for the proposed project.
4) The applicant is advised to check with the MSB Code Compliance Division (907) 745-9861, to determine if the development site is within a federally designated Flood Hazard Area.

Any aggrieved person, including the developer may file an appeal of the Planner's decision on any permit with the Planning Office. The appeal must be filed within five (5) working days of the decision in writing with a clear description of the appealed decision and a \$100 filing fee.

Applicant Certification:

I hereby certify that I will comply with the provisions of the City of Wasilla Land Use Code and that I have the authority to certify this as the property owner or designee of the property owner.

Owner (x) Designee () Thomas S. Westall Date: 7/24/19

Planning Office by/Title: Helen J. Kary, Planning Clerk Date: 8/16/19

LEASE

of Lot 2 (West 10,800' ^{sq} feet)

between

City of Wasilla

and

THOMAS S. WESTALL

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LEASE

This LEASE, made on the date of its latest execution, is between the CITY OF WASILLA, a municipal corporation organized and existing under its charter and the laws of the State of Alaska, hereinafter referred to as the "Lessor" and THOMAS S. WESTALL, an INDIVIDUAL, hereinafter referred to as the "Tenant".

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I

PREMISES, TERMS AND RENTALS

Section 1.1 Premises

Lessor does hereby lease, demise and let unto Tenant, and Tenant does hereby hire and take from Lessor, real property (hereinafter "the Property") more particularly described as follows: New Wasilla Airport Lease Lots 1-9, Plat 92-39, Recorded July 21, 1992, Palmer Recording Office, 3rd Judicial District, Alaska (Specifically WEST 10800 St. of Lot 2) AW

Section 1.2 Term

The term of this lease shall be for a period of five (5) years commencing on the first day of SEPTEMBER, and expiring on the last day of ~~SEPTEMBER~~ AUGUST, unless sooner terminated as provided in this lease. Any reference to the "term" of this lease shall include any and all period contained in an option to renew (as provided in this lease) when and if exercised by the Tenant.

Section 1.3 Option to Extend

Tenant, if not then in default, shall have the option to extend this lease on the same terms and conditions for the period commencing on the first day of SEPTEMBER, 2004, and ending on the last day of August 2004, by sending written notice of the exercise of said option to Lessor not more than one hundred and twenty (120) and not less than sixty (60) days prior to the expiration of the initial term hereof. Whenever the term of the lease is referred to herein, said term shall be construed to include the period of extension provided hereby. Any termination of this lease during the initial term shall terminate all rights of extension hereunder.

Section 1.4 Rent

(a) Tenant shall pay to the Lessor as rent during the term hereof the sum of _____ Dollars (\$ 72.00) per month, payable monthly in advance beginning on the ~~1st~~ ^{1st} day of ~~SEP~~ ^{SEP}, ~~1999~~ ¹⁹⁹⁹ and on the first day of each and every month thereafter at the office of the Lessor set forth in Section 6.9 or at such other place as the Lessor may designate in writing. Failure to pay rent by the tenth (10th) day of the month shall obligate the Tenant to pay a late charge of ONE HUNDRED DOLLARS (\$100.00) for each such late payment.

(b) All rent shall be payable in current legal tender of the United States. Payment may be tendered by check, but payment shall not be made in fact until such check has been honored by the drawee bank. The tender of payment by check within the time provided shall be deemed sufficient to meet any due date only if the check is subsequently honored by the drawee bank and the Lessor subsequently receives the legal tender

required by this lease. Any subsequent dishonor and nonreceipt shall constitute a default of this lease.

- (c) The extension of time for the payment of any installment of rent, or the acceptance by the Lessor of any money other than of the kind herein specified, shall not be a waiver of the right of the Lessor to insist on all other payment of rent to be made in the manner and at the time herein specified. The acceptance by the Lessor of a past due installment payment shall not waive the Lessor's right as to any other default or breach of the lease.
- (d) The rent herein specified shall be net to the Lessor and such payment shall not be subject to any abatement, deduction or set off (except as otherwise provided in this lease).
- (e) All taxes, charges, costs and expenses which the Tenant is required to pay hereunder, and all damages, costs and expenses which the Lessor may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of the lease, shall be deemed to be additional rent and in the event of nonpayment by the Tenant, the Lessor shall have all the rights and remedies with respect thereto that the Lessor has for the nonpayment of the basic rent.

Section 1.5 Rent Adjustment

At each five-year interval, the fair market value of the Property leased to the Lessee and an appropriate lease rate shall be determined by the City Council in a manner deemed appropriate by Council. The redetermined base shall be limited to a maximum of fifty percent (50%) increase in the prior lease rate until the 30th year

anniversary of the lease, after which the fifty percent (50%) cap provision shall no longer apply.

ARTICLE II

USE AND QUIET ENJOYMENT

Section 2.1 Airport Purposes

The business activities and purposes permitted and allowed by this lease on the Property are set forth in the appendix which is made a part of this lease as if set forth within this lease document. Only those activities set forth in the appendix are permitted and allowed. In no event will activities be allowed which do not promote the development and use of the Wasilla Municipal Airport.

Section 2.2 Other Uses

Tenant shall not use or permit any part of the Property to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or hazard to health, safety, or property. Tenant shall not use or allow the Property or any part thereof to be used or occupied for any purpose in violation of the law, lawful order, or rule or regulation concerning the operation or use of the Wasilla Municipal Airfield.

Section 2.3 Hazardous Material

- (a) Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property by Tenant, its agents, employees, contractors, or invitees, without the prior written consent of Lessor. Lessor shall not unreasonably withhold consent as long as Tenant demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws regulating any such

Hazardous Material so brought upon or used or kept in or about the Property.

(b) If

- (i) Tenant breach(es) the obligations stated in subsection (a) above, or
- (ii) the presence of Hazardous Materials on the Property caused or permitted by Tenant results in contamination of the Property, or
- (iii) contamination of the Property by Hazardous Material otherwise occurs for which Tenant is legally liable to Lessor for damage resulting therefore. Then Tenant shall indemnify, defend, and hold harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, damages arising from any adverse impact on marketing of space, sums paid in settlement of claims, attorneys' fees, consultant fees, expert fees, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property which arise during or after the lease term as a result of such contamination.

(c) Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by Tenant results in any

contamination of the Property, Tenant shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property; provided that Lessor's approval

of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Property.

(d) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Alaska, or the United States government.

Section 2.4 Reservations and Exceptions

Lessor represents that Lessor is not currently aware of any conditions, reservations, limitations, provisions, or terms imposed upon the premises of the Wasilla Airfield in any grant, loan, lease, permit, patent, deed or any other conveyance to the Lessor from the United States or the State of Alaska that would unduly interfere with or prohibit the activities contemplated by the Tenant, such activities described in the appendix hereto.

However, there may be future circumstances that impose certain restrictions or limitations upon the use of the airport facilities. To deal with that possibility, the parties agree as follows:

This lease is made by the Lessor and accepted by the Tenant conditioned upon and subject to any conditions, reservations, limitations, provisions, or terms imposed upon the premises of the Wasilla Municipal Airfield, as contained in any

grant (including any monetary grant or loan), lease, permit, patent, deed, or any other conveyance to the Lessor or the Property, from the United States, or the State of Alaska, including their agencies. In the event that any such condition, reservation, limitation, provision or term shall prevent, without fault of the Lessor, this lease from continuing in full force and effect, the Lessor shall have the option to terminate immediately (and at any time) this lease without liability to the Tenant therefore.

Section 2.5 Subordination of Lease to Requirements of the Federal Aviation Agency

- (a) This lease shall be subordinated to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the Wasilla Municipal Airfield, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Wasilla Municipal Airfield.
- (b) In connection therewith, the Lessor has undertaken and may in the future undertake certain obligation respecting its operation of the Wasilla Municipal Airfield and activities of its contractors, tenants and permittees thereon. The performance by Tenant by the covenants, promises and obligations contained in this lease is therefore a special consideration and inducement to this lease. Tenant further covenants and agrees that if the administrator of the Federal Aviation Agency, or any other governmental official or body having jurisdiction over the enforcement and the obligations of the city in connection with Federal or State aid, shall make any orders respecting the performance by Tenant of its obligations under

this lease, Tenant shall promptly comply therewith, at the time or times when and to the extent that the Lessor may direct.

Section 2.6 Aircraft on Premises

The Tenant shall provide the Airport Manager, upon request, a list showing all aircraft on the premises for any purpose, together with the aircraft type, model and number, the name and address of the owner, the purpose of the aircraft being on the premises, and such other information concerning its identification thereof as the Airport Manager shall deem necessary.

Section 2.7 Discriminatory Acts Prohibited

- (a) The Tenant shall furnish any service to be rendered by the Tenant in connection with or upon the Property on a fair, equal and not unjustly discriminatory basis to all users thereof. In performing such services, Tenant shall charge fair, reasonable and not unjustly discriminatory prices or rates for each unit of service furnished, provided the Tenant may make reasonable and discriminatory discounts, rebates or other similar types of price reductions to volume users or purchasers.
- (b) The Tenant, in its use and occupancy of the Property, shall not discriminate against any person or class of persons by reason of race, color, creed or national origin.
- (c) The Lessor upon ten (10) days notice to the Tenant of any violation of subparagraph (a) or (b) shall request the Tenant either to correct or to justify any practice or charge alleged as a violation. In any proceeding whatsoever, the burden of justification shall be on the Tenant to show that

the practice or charge does comply with the requirement of subparagraph (a) or (b). Any service or rates regulated by a State or Federal regulatory agency shall be deemed to be in compliance with the requirements of subparagraph (a) or (b) until shown to be otherwise in an appropriate proceeding before the agency. The Tenant, within ten (10) days after receipt of the notice, shall comply with the request or submit to the Lessor its justification in writing. The Lessor shall submit its findings and decision as to any alleged violation within fifteen (15) days after the receipt of the Tenant's justification, and such findings and decision of the Lessor shall be final. Unless the Tenant shall notify in writing the Lessor within ten (10) days of its objections to any request for compliance or to any adverse findings and decision, the Tenant shall waive any defense that the alleged violation is justified.

- (d) The Lessor, at its option, may forthwith terminate this lease without any liability to Tenant thereunder for failure by Tenant without justification to comply with Lessor's request for compliance within the time set forth in the request or the findings and decision to correct the alleged violation.

Section 2.8 Affirmative Action

- (a) The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any

program or activity covered in this subpart. The Tenant assures that it will require that its covered suborganizations provide assurances to the Lessor that any similarity will undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Lessor upon ten (10) days notice to the Tenant of any violation of subparagraph (a) shall request the Tenant either to correct or to justify any practice or charge alleged as a violation. In any proceedings whatsoever, the burden of justification shall be on the Tenant to show that the practice or charge does comply with the requirement of subparagraph (a). The Tenant, within ten (10) days after receipt of the notice, shall comply with the request or submit to the Lessor its justification in writing. The Lessor shall submit its findings and decision as to any alleged violation within fifteen (15) days after receipt of the Tenant's justification, and such findings and decision of the Lessor shall be final. Unless the Tenant shall notify in writing the Lessor within ten (10) days of its objection to any request for compliance or to any adverse findings and decision, the Tenant shall waive any defense that the alleged violation is justified.

(c) The Lessor, at its option, may forthwith terminate this lease without any liability to Tenant thereunder for any failure by Tenant without justification to comply with Lessor's request for compliance within the time set forth in the request of the findings and decision to correct the alleged violation.

Section 2.9 Maintenance of Premises

The Tenant shall keep and maintain at all times the entire premises in good repair and in a neat, orderly and sightly condition. The Tenant shall not cause or permit to remain any litter, debris, weeds or other items and materials of other kind whatsoever (including parts, lumber, garbage, and oil or gasoline drums full or empty) whether with or without the express permission of the Lessor. The Tenant shall agree to remove any and all such materials within five (5) days of written notice from Landlord.

Section 2.10 Signs

The Tenant shall not, without the Lessor's written consent, place or erect any sign of any nature on any part of the Property, but such consent shall not be unreasonably withheld to one flat sign of reasonable size bearing the Tenant's trade name, providing such sign meets all municipal sign ordinance requirements. At the termination of this lease, any such sign shall be removed by the Tenant at Tenant's own expense.

Section 2.11 Improvements and Alterations

- (a) Prior to commencing construction, renovation, enlargement, demolition, or modification of leasehold improvements now or hereafter existing on the Property, Tenant shall submit to the Airport Manager plans and specifications for such work (including plans for landscaping and irrigation), and Manager shall approve all such reasonable plans and specifications in its sole, good faith discretion and such approval shall not be unreasonably withheld. Upon Tenant's receipt of the Manager's written approval of such plans and specifications, Tenant shall commence the

work therein described, and all leasehold improvements shall be constructed in strict accordance with such plans and specifications. However, the Manager's approval of plans and specifications submitted to him by Tenant shall not constitute the assumption of any liability by Lessor for their compliance or conformity with applicable building codes, land use regulations, development and City, Borough, State and Federal laws, ordinances and regulations, or for their accuracy, and Tenant shall be solely responsible for such plans and specifications. The Manager's approval of such plans and specifications does not constitute a waiver of Lessor's right to thereafter require Tenant to amend the same to provide for any corrections or omissions needed to comply with applicable building codes, zoning regulations, City, Borough, State or Federal laws, ordinance or regulations. The review and approval required by this subsection is in addition to any other review and approval needed for any required building permits or similar authorizations.

- (b) Tenant shall obtain all necessary licenses and permits to accomplish any of the work described in Section 2.11(a). Nothing in this lease is intended to limit or restrict the City, Borough, or State of Alaska in the exercise of its police power, authority to enforce building, fire and other safety codes, laws, ordinances or regulations.
- (c) Any contract or agreement for labor, services, materials or supplies to be furnished in connection with construction or alteration of any improvement to the Property shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or

against the Property or the improvements. Before the commencement of any such work, Tenant shall deliver to Lessor either an executed duplicate original of such contract or a written waiver by the architect, engineer, contractor, material man, mechanic, person or corporation named in such contract of all right of lien which he or it might otherwise have upon or against the Property, or the improvements to be constructed or altered, or the interest of Lessor therein. Tenant hereby warrants to Lessor that the Property and all such other improvements thereto, shall be free and clear of all liens, claims and encumbrances and agrees to indemnify, defend and hold harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees, with respect thereto. If any lien or notice of lien on account of the alleged debt of Tenant or lien or notice of lien by any party engaged by Tenant's contractor to work on the Property shall be filed against the Property or improvements, Tenant shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

- (d) No work described in Section 2.11(a) whose estimated cost exceeds \$100,000 shall be commenced by Tenant until it has, at its sole cost and expense, provided to Lessor a surety performance and payment bond from a company acceptable to the Lessor in an amount equal to 110% of the estimated cost of the improvements to be accomplished, which bond guarantees the completion of the work by Tenant's contractors in accordance with the plans and specifications theretofore approved by Lessor and guarantees the payment by such contractors of all

subcontractors' charges and all other persons and firms supplying services, labor, materials or supplies in connection with the work.

- (e) Title to improvements previously constructed by Tenant or constructed hereafter on the Property shall remain in Tenant during the term hereof, but such title shall vest in Lessor upon the termination of this lease.

Section 2.12 Quiet Possession

Tenant, upon paying rent and observing the conditions and terms of this lease, shall and may have at all time during the term hereby granted peaceful and quiet enjoyment and possession of the Property.

Section 2.13 Tenant's Right to Terminate

Should any governmental body, agency or official, other than Lessor, prohibit or otherwise prevent for the use of the Wasilla Municipal Airfield in its present condition for a public airport for one year or more, or should the continued use of the Wasilla Municipal Airfield as an airport become impossible or unlawful without the fault of the Tenant, the Tenant shall have the option to terminate this lease on thirty (30) days written notice to the Lessor, and upon such termination, this lease shall be at an end. In the event that actions, orders, rules, or legislation by a governmental body, agency, or official, other than the Lessor, which prohibits or otherwise prevents use of the Wasilla Municipal Airfield as a public airport, the Lessor shall take all reasonable efforts to notify the Tenant, in writing, of the action which shall or may result in preventing use of the Wasilla Municipal Airfield as a public airport. This notification requirement is applicable to any and all notification received by the Lessor that are within the scope of the subject matter of this section. Upon such notification, the Tenant will undertake reasonable

efforts to advise the Lessor of the Tenant's intentions as to whether the option to terminate the lease will be exercised.

Section 2.14 Lessor's Improvements

- (a) Lessor shall have a permanent right of access over, under and across the Property for the purposes of maintaining, servicing, upgrading or removing any Lessor-installed improvements including, but not limited to, pavement, aircraft tiedowns, light poles, and fencing. Lessor's maintenance shall NOT include sanding or snow removal from the Property. The Lessor will supply a snow storage area on the Airport Property for the Tenant's use. However, Lessor's right of access, described in this subsection, shall not be construed to allow or permit the relocation of buildings or improvements of the Tenant after approved improvements and construction has begun or been completed by the Tenant. In the event that the right of access held by the Lessor pursuant to this subsection requires the relocation or reconstruction of buildings or improvements after construction has begun or completed by the Tenant, the Tenant and Lessor agree to negotiate reasonable compensation for the impact of such activity upon the Tenant's business operations.
- (b) All improvements constructed by the Lessor shall at all times remain the property of Lessor and may be maintained, upgraded, serviced or removed at Lessor's convenience and discretion.
- (c) Lessor agrees to make all reasonable efforts to coordinate any maintenance or repair work with Tenant and to avoid disrupting Tenant's use of the premises whenever possible.

- (d) Tenant recognizes that the improvements constructed by the Lessor on airport property outside the scope of the specific property leased to the Tenant are constructed and installed for the benefit of the airport and the general public, and that any individual benefit received by Tenant is incidental.
- (e) Tenant may make any reasonable use of the paving and tiedown improvements as long as such improvements are not destroyed or removed, and as long as such improvements are not converted to a nonpublic use inconsistent with the intended purpose of the improvements as set forth in subsection (f) below except as noted in subsection (g) below.
- (f) The intended purpose of the paving and tiedown improvements are to provide clean and serviceable areas for public use aircraft parking.
- (g) Lessor agrees to defend and hold Tenant harmless from any claim, lawsuits or liability, including attorneys' fees and costs, arising out of loss, damage or injury to persons or property caused by the maintenance of the improvements, excepting loss, damage or injury caused in whole or in part by the negligence of Tenant.

Section 2.15 Aviation Easement

Tenant's right to use the Property for the purposes as set forth in this lease shall be secondary and subordinate to the operation of the airport. Lessor specifically reserves for itself, other Wasilla Municipal Airfield leaseholders, and for the public, an easement for the passage of aircraft in the air space above the surface of the described property together with the right to cause in said air space or on adjacent property such

noise as may be inherent in the present or future operation of aircraft. Without in any way limiting Lessor's rights under Section 2.11, Tenant shall not construct any building or facility to a height which in Lessor's discretion will interfere with the operations of the Airport.

ARTICLE III

TAXES, INDEMNIFICATION AND INSURANCE

Section 3.1 Taxes, Assessments and Utilities

Tenant, in addition to the rentals provided for herein, shall pay when due (and before delinquency) all taxes, assessments and charges upon the Property, and upon buildings, improvements and property thereon, which are assessed or charged at any time during the term. The Tenant shall furnish to the Lessor for Lessor's inspection within thirty (30) days after the date any amount payable by the Tenant as required by this paragraph, official receipts from the appropriate taxing authorities or other proof satisfactory to the Lessor evidencing payment. The Tenant shall have the right at all times to protest any assessment of taxes or other assessments or charges, but the Lessor may require the Tenant to deposit with the Lessor any sums in dispute to insure payment in the event that any contest is unsuccessful. Tenant shall pay and be responsible for all charges for gas, electricity, water, light, heat, power, garbage, solid waste, and other utility services used in or about or supplied to the Property.

Section 3.2 Indemnification

The Tenant shall defend, save and hold the City-Lessor harmless from any and all claims, demands, suits or liability, including all attorneys' fees arising from any and all loss, damage to property or injury to persons occurring in connection with occupancy and/or performance of his/its activities or duties under this lease by its partners,

employees, attorneys, officers, agents, contractors, subcontractors, sub-lessees, if any, or suppliers. This indemnification agreement includes claims claiming or alleging acts or omissions by the City-Lessor or its agents which are said to have contributed to the failure or damage. However, Tenant shall not be responsible for any damage or claim arising from the sole negligence or willful misconduct of the City-Lessor, its agents, or servants.

Section 3.3 Insurance

The Tenant shall obtain and agrees to maintain throughout the period of performance of this Lease insurance in the following minimum requirements:

- A. Workers' Compensation Insurance, covering all employees of the Tenant, in statutory limits, to include any of the obligations assumed by the Tenant under this Lease.

All corporate officers are deemed to have submitted a copy of their current Corporate Officer Waiver of Workers' Compensation Insurance filed with the State of appropriate jurisdiction, unless included for coverage.

All individual owners and partners are deemed to have submitted a written statement acknowledging they understand Workers' Compensation Insurance is available to them, but formally decline to obtain this insurance coverage (to be effective in the absence of the individual or partner actually being listed for coverage on the policy).

- B. Commercial Automobile Liability Insurance, whether Owned, Hired, or Non-Owned; liability limits of not less than \$500,000.00 Combined Single Limit of Liability per Accident/Unlimited Annual Aggregate.

Uninsured/Underinsured Motorist, with minimum limits as follows:

\$500,000.00 Bodily Injury Limit Per Person
\$500,000.00 Bodily Injury Limit Per Accident
\$100,000.00 Property Damage Per Accident

Premises Liability in the Amount of \$:
C. ~~Commercial General Liability Insurance: Such insurance to include:
Premises/Operations, Products/Completed Operations, and
Personal/Advertising Injury Liability, with minimum limits as follows:~~

~~\$1,000,000.00 Combined Single Limit of Liability per Occurrence;~~

~~\$2,000,000.00 Annual General Aggregate;
\$2,000,000.00 Annual Products/Completed Operations
Aggregate~~

The Policy shall be endorsed to include the City of Wasilla as an additional insured, with a minimum of 30 days notice of cancellation to the City of Wasilla. Prior to the execution of this Lease, certificates of insurance and/or letter verification of the effectiveness of such insurance, shall be furnished so as to demonstrate compliance with the foregoing insurance requirements. Presentation of such certificates and/or verification letters does not create a representation or acknowledgement by the City-Lessor that the insurance described by such certificates and/or letters of verification actually fulfills the contract requirements stated herein nor does the furnishing of such certificates for the requirements set forth in this contract. Continuing evidence of compliance with the insurance

requirements in the form of certificates and/or letters of verification may be requested by the City-Lessor from time to time after the initial certificates and letters of verification have been provided at the outset of this Lease.

ARTICLE IV

ASSIGNMENT AND SECURITY INTERESTS

Section 4.1 Assignment or Sub-Leasing

- (a) Tenant shall not assign or sublet any interest in the premises, or any part thereof, nor permit the occupancy of any part thereof by any other person or entity without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessor shall not be required to consent to any assignment or sublease unless the proposed assignee or sublessee agrees in writing to assume and perform all the terms, conditions and covenants of this lease. Tenant shall furnish the Lessor with a copy of any proposed assignment or sublease for approval prior to any assignment or sublease, and shall further furnish a copy to the Lessor of any executed assignment or sublease.
- (b) If Tenant is a corporation, assignment for purposes of this lease shall include, but not be limited to, any change in the structure of or the ownership of shares of stock in the corporation whereby control of the affairs of the corporation is transferred to persons other than those exercising such control on the date of execution of this lease or on the date of Lessor's approval of the immediately prior-assignment.

- (c) No assignment, sublease, or occupancy permitted under subparagraph (a) of this paragraph shall relieve Tenant of any of Tenant's obligations herein, and Tenant agrees to save the Lessor harmless from any liability or loss because of the nonpayment of rentals, taxes or assessments or other charges incurred on the premises by the assignee, sublessee or occupant.

Section 4.2 Mortgage and Encumbrances

Tenant shall not mortgage or otherwise encumber this lease (including Tenant's leasehold estate in the improvements thereon) without the prior written consent of Lessor which consent shall not be unreasonably withheld. The Lessor's consent to the mortgage or encumbrance shall not be unreasonably withheld provided the mortgagee or encumbrancer shall agree to the attached form of assignment and consent attached hereto as Exhibit A. Tenant shall furnish the Lessor with a copy of any security transaction mortgaging or encumbering the Property for the Lessor's approval prior to mortgaging or encumbering of the premises, and shall further furnish a copy to the Lessor of any such executed security transactions.

ARTICLE V

DEFAULT AND ENFORCEMENT

Section 5.1 Default Defined

Each of the following shall be deemed a default by the Tenant and a breach of this lease:

- (a) Failure to pay the rent provided herein, or any part thereof, for a period of ten (10) days after it is due.

- (b) Failure to perform the obligations set forth in Section 2.7, 2.8 and 2.9 hereof, after any notice required by those sections.
- (c) Failure to provide and maintain in effect insurance in compliance with Section 3.3 hereof.
- (d) Failure to do, observe, keep and perform any other terms, covenants, conditions, agreements and provisions contained in this lease for a period of thirty (30) days after written notice of such failure is sent by Lessor, or, in the case of a default not reasonably susceptible of being cured within thirty (30) days (which does not include any default which may be cured by the payment of money), failure to commence promptly and proceed diligently and in good faith to cure such default within the initial thirty (30) days and complete such cure within a total of sixty (60) days after the sending of the notice.
- (e) The abandonment of the premises by the Tenant, the making by the Tenant of a general assignment for the benefit of creditors, or the appointment of a permanent or temporary receiver for the Tenant's property, which is not vacated or set aside within thirty (30) days of the sending of written notice of such event by Lessor.

Section 5.2 Lessor Remedies on Default

In the event of any default by the Tenant, the Lessor may:

- (a) Terminate this lease in accordance with section 5.3 below,
- (b) Reenter the Property without terminating the lease in accordance with Section 5.4, below,

- (c) Perform any act required hereunder to be performed by the Tenant and recover the cost thereof as provided in Section 5.5, below,
- (d) Recover damages in accordance with Section 5.6, below, and,
- (e) Obtain any other remedy provided at law or in equity, including but not limited to, injunctive relief.

The remedies given to Lessor in this lease are cumulative and may be exercised in any combination and without regard to the consistency thereof.

Section 5.3 Termination

In the event of default by the Tenant, Lessor may send a written notice to the Tenant stating that the Lessor elects to terminate this lease upon a specified date not less than thirty (30) days after the date of the sending of such notice at which date this lease shall expire as if that date had been originally fixed as the expiration date of the said term (including all options for renewal) herein granted unless such default shall have been cured within the applicable period provided in said notice of termination. Upon termination, all interest of the Tenant in the Property shall expire and Lessor shall have the right to immediate possession thereof.

Section 5.4 Reentry

In the event of a default by the Tenant, the Lessor may send a written notice to the Tenant stating that the Lessor elects to reenter the premises without terminating the lease upon a specified date not less than thirty (30) days after the date of the sending of the notice. Lessor may on that date or at any time thereafter, reenter and resume possession of the Property or any part thereof, and remove all persons and property therefrom, either by a suitable action or proceeding at law, or by force or otherwise, without being liable for any damages therefore. No reentry by the Lessor shall be

deemed an acceptance of surrender of this lease or a liquidation or satisfaction to any extent whatsoever of Tenant's liability to pay rent as herein provided. Lessor may in its own name, but as agent for the Tenant, relet the whole or any portion of the premises for any period equal to or greater or less than the remainder of said term, for any sum which it may deem appropriate, and in connection with any such lease the Lessor may make such changes in character of the improvements on the premises as the Lessor may determine to be appropriate or helpful in effecting such lease. However, in no event shall the Lessor be under any obligation to relet the premises for any purpose which the Lessor may regard as injurious to the premises, or to any tenant which the Lessor, in the exercise of reasonable discretion, shall deem to be objectionable. The Lessor shall not in any event be required to pay the Tenant any surplus of any sums received by the Lessor on a reletting of the premises in excess of the rent reserved in this lease. Lessor may, at any time after reentry pursuant to this section, terminate this lease in accordance with Section 5.3 hereof.

Section 5.5 Lessor's Right to Perform

In the event of default by the Tenant, the Lessor at Lessor's discretion may cure such default on behalf of the Tenant for the account and at the expense of Tenant, in which event Tenant shall reimburse the Lessor for all sums paid to effect such cure, together with interest at the statutory rate of TEN AND ONE-HALF PERCENT (10.5%) per annum and reasonable attorneys' fees. In order to collect such reimbursement, the Lessor shall have all the rights and remedies available under this lease for a default in the payment of rentals.

Section 5.6 Damages

In the event of default by Tenant, Lessor shall have the right to recover from Tenant without waiting until the end of any current term of the lease:

- (a) An amount equal to all sums required hereunder to be paid by Tenant including, but not limited to, sums paid by the Lessor pursuant to Section 5.5 above;
- (b) An amount equal to all expenses, if any, incurred by the Lessor in recovering possession of the premises and all costs and charges for the care of the premises while vacant;
- (c) In the event of termination of this lease by the Lessor pursuant to Section 5.3, above, an amount equal to the difference between the value discounted to date of termination of the rent hereunder for the term of the lease remaining, if Lessor had not terminated, and the value discounted to the date of termination of the net rent which the Lessor might reasonably expect to receive from the Property for the balance of the term remaining, if Lessor had not terminated, including, but not limited to, a reasonable allowance for vacancies;
- (d) In the event of reentry by the Lessor pursuant to Section 5.4 above, either before or without termination thereafter, an amount equal to the amount of all rent provided by this lease less the next rent, if any, collected by the Lessor on reletting the premises allowing for all actual expenses of the Lessor which amount shall be due and payable by the Tenant on the several dates on which the rent provided in this lease would have become due and payable. Expenses to be

deducted from gross rents collected by the Lessor include, but are not limited to, broker's commissions, and the costs of repairing, renovating or remodeling the premises; and

- (e) All reasonable attorneys' fees and costs incurred by Lessor in any proceeding to enforce this lease or exercise any remedy hereunder.

Section 5.7 Right of Access

The Lessor shall have the right to enter upon the Property during reasonable hours (except in an emergency) to examine it, to show it to prospective tenants, to post "to let" or other similar signs within six (6) months prior to the expiration of any term, and to inspect same for compliance with this lease. The Lessor reserves the right of access and the right to abate any nuisances or hazardous conditions on the premises without notice when in the Lessor's good faith judgment an emergency exists.

Section 5.8 Lessor's Failure to Enforce and Nonwaiver

No failure by the Lessor to insist upon the strict performance of any term, condition or covenant of this lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rentals during the continuance of any such breach shall constitute a waiver of any such breach or any such term, condition or covenant. No term, condition or covenant of this lease required to be performed by the Tenant, and no breach thereof, shall be waived, altered or modified, except by written instrument executed by the Lessor. No waiver of any breach shall effect or alter any term, condition or covenant of this lease, and each such term, condition or covenant shall continue in full force and effect with respect to any other then existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by the Lessor as provided in this lease.

ARTICLE VI

GENERAL COVENANTS

Section 6.1 Condition and Status of Premises

Tenant acknowledges that Tenant has examined the Property and accepts same in its present condition without any representation or warranty, express or implied in fact or by law, by the Lessor as to the title, nature, condition or usability of the premises for the purposes set forth in this lease, all of said warranties being hereby expressly disclaimed by Lessor.

Section 6.2 Risk of Loss

No destruction or damage to any building or improvement on the Property by fire, rain, ice, snow, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall entitle the Tenant to surrender possession of the Property, to terminate this lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter becoming due under the terms thereof.

Section 6.3 Repair or Rebuilding

Upon the destruction or damage to any building or structure by fire, rain, ice, snow, windstorm, earthquake, aircraft damage or any other casualty or action of the elements, the Tenant shall have the right to repair, restore or rebuild the building or structure within one (1) year after the date of such occurrence. However, in the event that good cause is shown, Lessor shall consent to an extension of time in which to accomplish the restoration or rebuilding. Such consent by the Lessor will not be unreasonably withheld.

Section 6.4 Condemnation

- (a) If the Property, or any part thereof rendering the remainder unusable, is taken by eminent domain, this lease shall expire on the date when the Property is taken by a declaration of taking, or on the date when the condemnor is granted possession of the premises, and the rent shall be apportioned as of that date.
- (b) The Tenant shall be entitled to the award for the building, structures and the Tenant's improvements and the Lessor shall be entitled to award for the ground leased and for any improvements placed upon and benefiting the premises by the Lessor or acquired by the Lessor from the Tenant or any other person.

Section 6.5 Surrender of Premises

At the expiration of the lease term, upon termination of this lease, or upon reentry by Lessor, the Tenant shall peacefully and quietly surrender the Property in as good a condition as it was at the beginning of the initial term, reasonable use and wear and damages by the elements excepted.

Section 6.6 Reversion and Removal of Buildings and Improvements

Unless otherwise expressly and specifically provided for in this lease, all buildings, structures or improvements placed by the Tenant upon the Property shall revert to and become the property of the Lessor at and upon the expiration or termination of this lease for any cause whatsoever. Lessor in its sole discretion may require Tenant to remove part or all of said improvements including, but not limited to, fuel tanks and lines, and partially or completely restore the Property to its condition in 1997 by sending written notice requesting such removal and restoration within sixty (60)

days after such expiration or termination. Tenant shall then at its own expense complete such removal and restoration within ninety (90) days of the sending of such notice.

Section 6.7 Holdover

In the event the Tenant shall hold over after the expiration or termination of this lease for any cause whatsoever, such holding over shall be deemed a tenancy from month to month only, at the same rental per month and upon the same terms and conditions and covenants as may be imposed by the City of Wasilla by giving not less than thirty (30) days prior written notice. Such holding over period shall include any time employed by the Tenant to remove any buildings, structures or improvements permitted by this lease.

Section 6.8 Right-of-Way Easements

- Lessor shall have the right to designate or grant right-of-way or utility easements across the Property without compensation to Tenant, provided that Tenant shall be entitled to compensation for the taking or destruction of any of Tenant's improvements and provided further that the Tenant, at his option, may terminate this lease or may demand a rental adjustment to reflect any reduction in value of the Property.

Section 6.9 Notices

Any notices required to be sent in accordance with the terms of this lease, including legal process, shall be sent in writing by registered or certified mail, to the parties at the following addresses unless otherwise notified in writing and deemed to be received when so sent:

Lessor's Address: City of Wasilla
290 E. Herning Avenue
Wasilla, Alaska 99654

Tenant's Address:

Section 6.10 Rights or Remedies

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, but is intended to be in addition to any right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

Section 6.11 Successors in Interest

This lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

Section 6.12 Applicable Law and Forum

This lease and the respective rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Alaska. Any civil action concerning this lease shall be brought in Alaska Superior Court in Palmer, Alaska.

Section 6.13 Recordation of Lease

The parties prefer to record a memorandum of this lease rather than the lease itself and contemporaneously with the execution hereof they have executed a memorandum of lease in the form of Exhibit "B" which is attached hereto and may be recorded by either party. In the event it should be so required by any title company insuring title for Tenant, or by any lending institution from which Tenant proposed to make a loan, then Tenant may cause this lease to be placed of record.

Section 6.14 Severability

The invalidity or unenforceability of any particular provision of this lease shall not affect any remaining provisions hereof, and, in any such event, this lease shall be construed and interpreted in all respects as if such invalid or unenforceable provisions were omitted.

Section 6.15 Gender and Plurality

Unless the context of this lease clearly requires a different interpretation of construction, all references to masculine, feminine or neuter genders shall be construed to refer to all such genders; and all references to the singular shall also include the plural, and vice versa.

Section 6.16 Entire Agreement

This written lease with Appendix and Exhibits constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, oral or written, between the parties not included herein. No modifications, amendments, deletions, additions or alterations of this lease shall be effective unless in writing and signed by all of the parties hereto or such representatives of the parties as have been duly authorized to make such changes. This lease shall not be construed more strictly against one party than the other.

LESSOR:
CITY OF WASILLA

Mayor, Sarah Palin

Date: _____

ATTEST:

Kristie L. VanGorder, CMC/AE

City Clerk

Date: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by Sarah Palin, Mayor of the City of Wasilla, on behalf of the City of Wasilla.

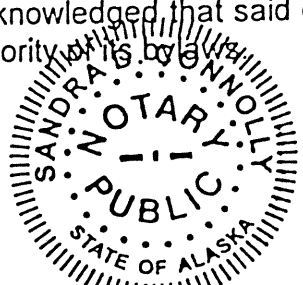
Notary Public in and for Alaska
My Commission Expires: _____

TENANT

By: *Thomas S. Westall*
Title: tenant
Date: 8/16/99

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 16th day of August, 1998, personally appeared before me Thomas S. Westall, whose identity is proved to me on the basis of satisfactory evidence and who by me duly swore, did say that he is the _____ of the _____ and acknowledged that said document was signed by him on behalf of said corporation by authority of its bylaws.



Sandra N. Cornelius
Notary Public in and for Alaska
My Commission Expires: 3-2-3



U.S. Department
of Transportation
Federal Aviation
Administration

Alaskan Region

222 W. 7th Avenue #14
Anchorage, Alaska
99513-7587

August 12, 1999

Mr. Thomas S. Westall
4821 Doubloon Dr.
P.O. Box 878409
Wasilla, Alaska 99687

Dear Mr. Westall:

Hanger, Lot 2, Wasilla Airport,
NRA #99AAL-140NRA

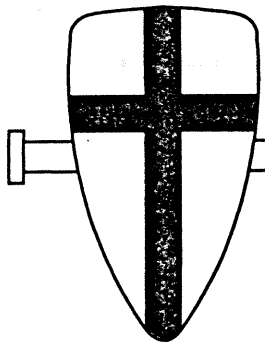
Thank you for submitting Federal Aviation Administration (FAA) form 7460-1 notifying us of your proposal to construct a wooden hanger on Lot 2, of the Wasilla Airport. The Federal Aviation Administration (FAA) has completed an aeronautical study of the proposal. FAA has no aeronautical objections to this proposal.

This determination does not mean FAA approval or disapproval of the physical development involved in the proposal. Rather, this is a determination with respect to the safe and efficient use of airspace by aircraft and with respect to the safety of persons and property on the ground.

If you have any further questions, please contact me at 271-5460 or james.perham@faa.gov.

Sincerely,

James S. Perham, P.E.
Safety and Standards Branch
Airports Division



Templar

P.O. Box 87840
Wasilla, Alaska 99683
(907) 376-6897
Fax: (907) 376-3151

Research and Development
Aviation Specialist

Forensic Aviation Technology • Safety System Analysis
Mechanical Failure Analysis • Non Destructive Testing

August 15, 1999

Ric Davidge
Economic Developer/Planner
City of Wasilla
290 E. Herning Ave.
Wasilla, Alaska 99654-7091

RE: Business Plan

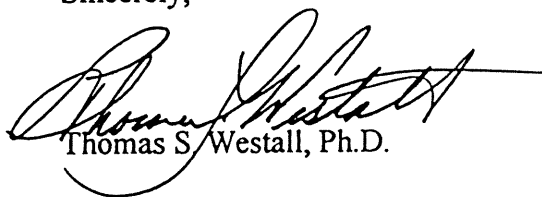
Dear Sir,

As outlined in our letter dated July 9, 1999, Proposal for construction of Aircraft Hanger, the purpose for the project was primarily for the storage of Aircraft operated by us. There is no current plans for this building to be used for commercial purposes. We have, never the less, modified our building plans to meet commercial building requirements as the City of Wasilla and the Fire Marshall for the State of Alaska have requested. All aspect of our proposed use plans have been clearly setforth in our letter dated July 9, 1999. It is our understanding that these terms have already been accepted.

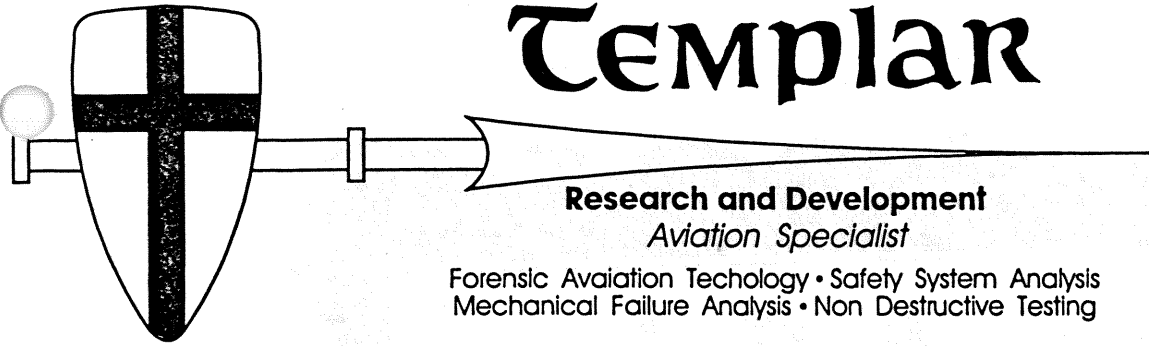
By reason of the foregoing, this will confirm that we have no business plan to submit. If in the future we find it useful to conduct commercial operations from the proposed lease lot we will file for concurrence and submit the required documentation.

If there are any questions please contact me.

Sincerely,


Thomas S. Westall, Ph.D.


8/16/99



P.O. Box 878409
Wasilla, Alaska 99687
(907) 376-6897
Fax: (907) 376-6815

Research and Development
Aviation Specialist

Forensic Aviation Technology • Safety System Analysis
Mechanical Failure Analysis • Non Destructive Testing

August 16, 1999

Ric Davidge
Economic Development/Planner
City of Wasilla
290 E. Herning Ave.
Wasilla, Alaska 99654-7091

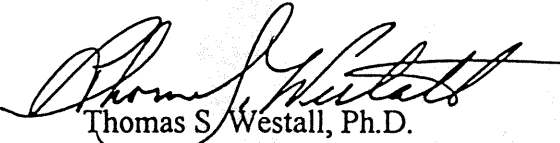
RE: Plan Review, Fire Marshall, State of Alaska

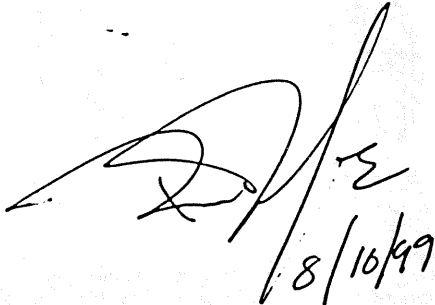
Dear Sir,

Attached herewith, is a copy of the Fire Marshall's plan review conformance document.

If there are any questions please contact me.

Sincerely,


Thomas S. Westall, Ph.D.


8/16/99

State of Alaska
Office of the State Fire Marshal
Plan Review

This is to certify that the plans for this building were reviewed by the *State Fire Marshal*
on August 11, 1999 for conformance with AS 18.70.010 -- 100; 13 AAC 50.027.

This certificate shall be posted in a conspicuous place on the premises named
Westall Aircraft Hangar and shall remain
posted until construction is completed.

NOTICE: Any changes or modifications to the approved plans must be resubmitted for
review by the *State Fire Marshal*.

Plan Review #: 2000A-056 By: *Kelly T. Nicoletto*

Authority: AS 18.70.080
Form: 12-741
(6/97)

Kelly T. Nicoletto
Deputy Fire Marshal II
Southcentral Regional Supervisor

Templar


P.O. Box 3724
Wasilla, Alaska 996
(907) 376-68
Fax: (907) 376-68

Research and Development
Aviation Specialist

Forensic Aviation Technology • Safety System Analysis
Mechanical Failure Analysis • Non Destructive Testing

August 10, 1999

Ric Davidge
Economic Developer/Planner
City of Wasilla
290 E. Herning Ave.
Wasilla, Alaska 99654-7091

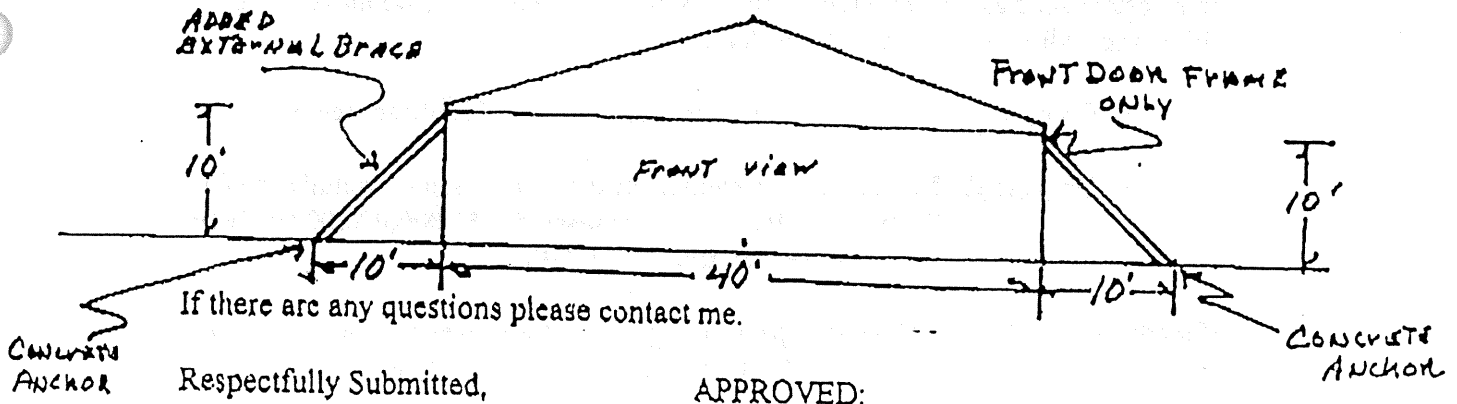


8/16/99

RE: Change Notice, Hanger Structure

Dear Sir,

Pursuant to the State of Alaska, Fire Marshal's request and Zoning of the New Wasilla Airport as "Commercial" we are now planning to build the concrete slab and footers before building the walls and roof. It is now more practical to build standard 2x6 stud walls instead of pole framing. All other aspects are the same with the following external wall bracing (shown below).




If there are any questions please contact me.

Respectfully Submitted,

APPROVED: _____

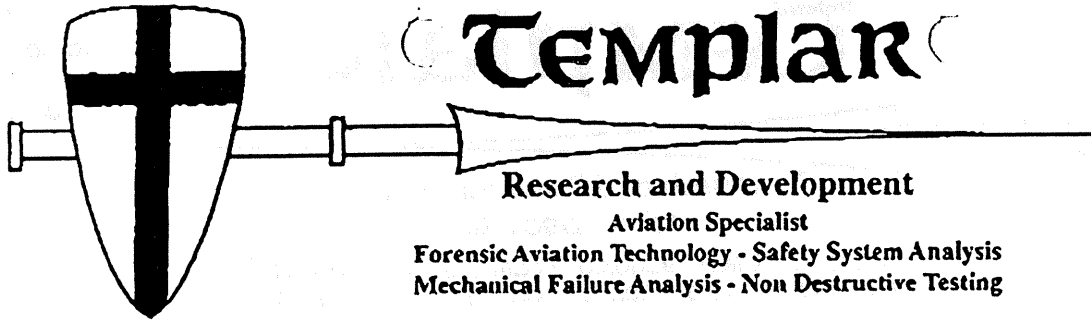
Jay Smith
Northern Mechanical Engineering



Thomas S. Westall, Ph.D.

Tom, AS DISCUSSED ON THE PHONE, YES THIS FRAMED BRACE SHOULD AND WILL GIVE LATERAL SUPPORT TO THE FRONT OF THE HANGER. FRAMING ON SIDES & BACK WILL SUPPORT OTHER SIDES

Jay to Smith P.E.



Box 878409
Wasilla, AK 9968
(907) 376-6897

Templar
Research and Development
Aviation Specialist
Forensic Aviation Technology - Safety System Analysis
Mechanical Failure Analysis - Non Destructive Testing

August 5, 1999

Mr. Ric Davidge
Economic Developer/Planner
City of Wasilla
290 E. Herning Ave.
Wasilla, Alaska 99654-7091

RE: Lot Lease, New Wasilla Airport

Dear Sir,

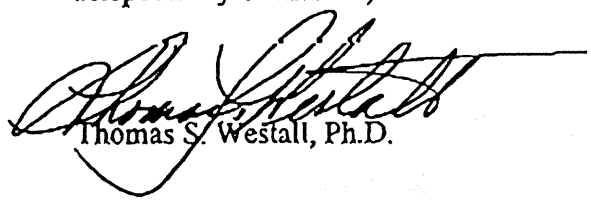
This will confirm our review of the proposed lease of a hanger lot at the New Wasilla Airport. In general the lease will operate for our purposes. There are areas that require further consideration prior to the final perfection of the lease. As we indicated in our original proposal for construction (see letter dated July 9, 1999) the primary purpose of the proposed hanger was for private storage of aircraft owned or operated by us and not to be established as a commercial facility. With this as the bases, we move for the following additions or changes to the lease:

1. On page 1, The West side of Lot 2 consisting of 10,800 sq. feet (80' x 135').
2. On page 19, Lessee shall provide insurance, endorsed to include the City of Wasilla, for the leased premises, for \$1,000,000.00 single limit per occurrence (premises liability).

If there are any changes to the occupancy or type of operations as outlined in our original letter for the proposed hanger construction we shall notify the City in writing.

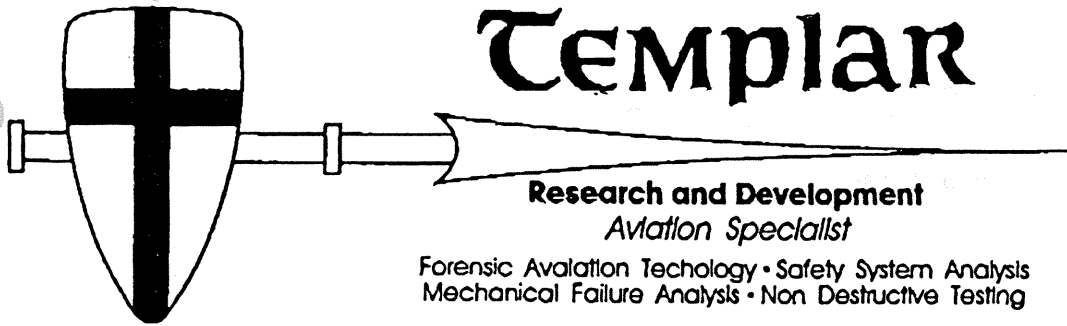
Please contact me if there are any questions.

Respectfully Submitted,


Thomas S. Westall, Ph.D.

Templar

P.O. Box 878409
Wasilla, Alaska 99687
(907) 376-6897
Fax: (907) 376-6815



Research and Development
Aviation Specialist

Forensic Aviation Technology • Safety System Analysis
Mechanical Failure Analysis • Non Destructive Testing

August 6, 1999

Ric Davidge
Economic Developer/Planner
City of Wasilla
290 E. Herning Ave.
Wasilla, Alaska 99654-7091

RE: Declination of Workman's Compensation Insurance

Dear Sir,

The executive management of Templar Research and Development declines Workman's Compensation Insurance.

If there are any personnel hired to work at the Lease Lot on the New Wasilla Airport by Templar Research and Development we will initiate the necessary coverage.

Sincerely,

Thomas S. Westall, Ph.D.

Don Shiesl

From: Ric Davidge
Sent: Wednesday, August 04, 1999 1:21 PM
To: Don Shiesl
Subject: RE: Airport Lease

I have made some changes. OK?

If so print it and initial it and bring in over.

thanks,

Ric

-----Original Message-----

From: Don Shiesl
Sent: Wednesday, August 04, 1999 11:20 AM
To: Ric Davidge
Subject: Airport Lease

City of Wasilla
Memorandum
8/4/99

TO: Ric Davidge
Planning/Economic Development

FROM: Don Shiesl
Public Works/Airport Management

SUBJECT: Proposed Airport Lease

Proposed Lease Holder: Thomas Westall
P.O. Box 878409
Wasilla, Alaska 99687

I have reviewed the application by Mr. Westall and worked with him on the location and configuration of his proposed private hanger. We have agreed on the following:

Lease Site: The northwest portion of Lot #2 An area 75" X 135" for a total square footage of 10,125 and as stipulated on attached plan.

Lease Rate: Eight cents per square foot per year

Lease holder agrees to build a 1,200 square foot hanger to be completed by September 1, 2000 meeting all applicable setbacks and local, State and federal codes.

Please add this memo to the applicants file and consider the above information in the staffing report on the lease to the Planning Commission and the Council.

Ric Davidge

From: Don Shiesl
Sent: Wednesday, August 04, 1999 11:20 AM
To: Ric Davidge
Subject: Airport Lease 

City of Wasilla
Memorandum
8/4/99

TO: Ric Davidge
Planning/Economic Development

FROM: Don Shiesl
Public Works/Airport Management

SUBJECT: Proposed Airport Lease

Proposed Lease Holder: Thomas Westall
P.O. Box 878409
Wasilla, Alaska 99687

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Please add this memo to the applicants file and consider the above information in the staffing report on the lease to the Planning Commission and the Council.

State of Alaska
Office of the State Fire Marshal
Plan Review

This is to certify that the plans for this building were reviewed by the *State Fire Marshal*
on August 3, 1999 for conformance with AS 18.70.010 -- 100; 13 AAC 50.027.

This certificate shall be posted in a conspicuous place on the premises named
Westfall Hangar and shall remain
posted until construction is completed.

NOTICE: Any changes or modifications to the approved plans must be resubmitted for
review by the *State Fire Marshal*.

Plan Review #: 2000A-056 By: Carol MacDonald

Carol MacDonald
Deputy Fire Marshal

Authority: AS 18.70.080
Form: 12-741
(6/97)

FOUNDATION PERMIT ONLY

Ric Davidge

To: Don Shiesl
Subject: Airport Lease

Don,

Talk with me ASAP, but no later than Tues as we will approve the lease, conditional use permit for Templar. The minimum is \$.6 per sq ft, he told me you two were at \$.8, that's OK for us. I want to get him well along by Sept 11th.

We received and accepted the application today. I have allowed the application fee to be included in the first months lease payment.

Ric



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99654-7091
PHONE: (907) 373-9050
FAX: (907) 373-9085

*Received
7/28/99
[Signature]*

APPLICATION

AIRPORT PROPERTY LEASE

(1) Name of Applicant Thomas S. Westall
Name of Business Templar Research & Development
Mailing Address Box 878409
Wasilla, AK 99687
Phone and Fax #s (907) 376-6897 (Fax) 376-6815

(2) Application is for Lease Lot Number Westall 10,000⁺. If you will accept another
LOT 2
lot, please list that number N/A.

(3) If applicant is a Corporation or Partnership, list the Principals.

Name _____	Name _____
Address _____	Address _____
Phone _____ fax _____	Phone _____ fax _____
Name _____	Name _____
Address _____	Address _____
Phone _____ fax _____	Phone _____ fax _____

(4) Describe the specific type of business activities to be conducted on the lease property: The protection and storage of Aircraft operated by Templar Research to include their normal inspection and maintenance. (Also see Templar letter dated July 9, 1999 and attached Drawing).

APPLICATION AIRPORT
PROPERTY LEASE
Page 2

- (5) Attach a scale drawing of the requested lot and depict the location and size, including heights of any buildings proposed to be constructed or placed on the leased lot.

NOTE: Some lots have a B.R.L. (building restriction line) beyond which no portion of a building may extend.

Depict the proposed location of sewer and water facilities, if any.

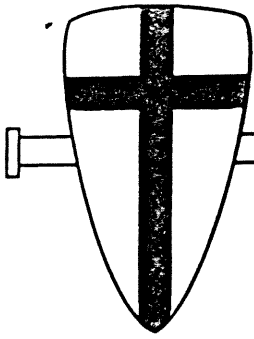
- (6) Describe the type of structure, the dollar value and type of materials proposed for the structure.

Typical Aircraft Hanger, wood construction with metal siding. Load bearing walls are 6x6 inch treated post as primary structure with 2x6 stud walls between post. Diagonal bracing between post. All load bearing walls will be capped and supported by side beams, both sides. Back wall is standard 2x6 stud with angle bracing. Post will be placed into ground 4 feet. Hanger floor is concrete or asphalt. Roof is standard Howe truss with angle bracing. Roof and walls are metal siding attached according to manufacturers instructions. Doors are Templar Slider/Hinge design. No sewer or water is required. Electricity and Heat is desirable. Material Cost is approximately \$7,000. Labor Cost is currently unknown.

- (7) Date construction is estimated to commence is: _____
August 1, 1999
Date construction is estimated to be complete: _____
October 1, 1999
- (8) Provide a written business plan including capital investments, services to be provided and number of employees.

N/A





Templar

Box 878409
Wasilla, AK 9968
(907) 376-6897

Research and Development

Aviation Specialist

Forensic Aviation Technology - Safety System Analysis
Mechanical Failure Analysis - Non Destructive Testing

July 9, 1999

Mr. Ric Davidge
Economic Developer/Planner
City of Wasilla
290 E. Herning Ave.
Wasilla, Alaska 99654-7091

RE: Proposal for Construction of an Aircraft Hanger at the Wasilla City Airport.

Dear Sir,

This will confirm our request and proposal for construction of an Aircraft Hanger at the Wasilla City Airport. The following is the specifications of the proposed construction.

General

The proposed aircraft hanger would be a building of 40 feet by 27 feet with 10 foot high walls. The peak of the roof would be approximately 15 feet above ground. The walls would be standard 2x6 studs with 6x6 corner and interim post. All walls would be capped with 2x6 and 2x10 side beam as required to support roof truss. Wall bracing would consist of 2x10 angle braces as necessary. Roof trusses would be standard Howe trusses spanning 40 feet. Hanger doors would be a combination Slider and hinge type. The entire structure would be covered with modern metal and be of the color specified by the City of Wasilla. The floor is negotiable in gravel, asphalt or concrete. Heat and Power is desired. Actual area required should be 50x50 feet. Construction would utilize current and standard construction practices.

Purpose

Primary: The primary use of the proposed hanger is to provide storage and protection for aircraft owned or operated by Thomas S. Westall, d/b/a Templar Research and Development.

Secondary: The secondary use of the proposed hanger is as follows:

- (a) To provide a facility to conduct inspections including maintenance on aircraft owned or operated by Templar Research and development etc.

- (b) To provide a facility for the occasional use by the State of Alaska, Department of Military and Veteran Affairs (DMVA) when they are utilizing the aircraft owned or operated by Templar Research and Development.

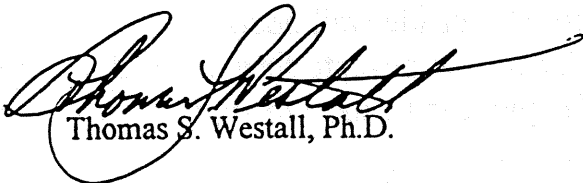
Location

The location may be any place that is consistent with the planning and development of the Wasilla City Airport as long as there is access to the airport facilities.

Indemnity

On the designation of the location, a policy shall be set in force by Thomas S. Westall with United Services Automobile Association, USAA for premises liability in the amount of \$1,000,000. The DMVA is indemnified by the State.

Thank you for this opportunity to participate in the development the Wasilla City Airport. If you have any questions please contact me. (Fax 376-6815)



Thomas S. Westall, Ph.D.



Northern Mechanical Engineering, Inc.

P.O. Box 113076
Anchorage, AK 99511
(907) 243-7254
Fax (907) 243-

July 27 1999

NME FILE: 999025

Tom Westall
Box 878409
Wasilla, Alaska 99687

REF.: Hanger Design Review
Drawing, Aircraft Hanger, Templar Research and Development,
Dated: July 19, 1999, By Thomas S. Westall, Ph.D.

Dear Mr. Westall,

Thank you for retaining Northern Mechanical Engineering, Inc. to review your proposed hanger design in accordance with the Uniform Building Code. The purpose of our review was to insure the design would stand up to the design criterion for Wasilla Alaska.

The following changes are required:

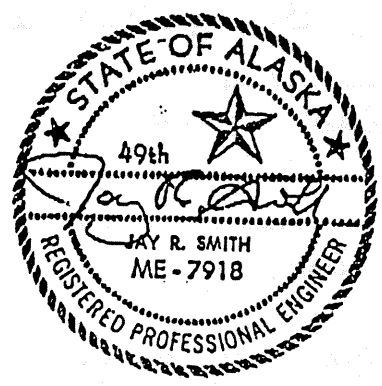
1. Revise the post size to 8" x 8" for all outside wall posts.
2. Run 2" x 6"s horizontal 2' O.C. between posts to form the wall using the 6" width for wind load support. Hangers can be used to support the ends with four 16d nails min.
3. Add diagonal Supports to the bottom cord of the trusses to support the back wall.
4. Add two 90-lb. bags of concrete to each post to support uplift and insure footing support.
5. Roof Trusses to be designed by others. Hurricane anchors to be installed between each truss and 2" x 10" cap beam.
6. Metal siding will also support uplift between the sidewalls and the wall cap detail using 8d nailing 6" O.C.
7. The back wall should also have 8" x 8" post construction for lateral supports 10' O. C. with 2" x 6" horizontal as #2 above.
8. Materials include: Posts Douglas Fir- Larch Select Structural
Walls Douglas Fir- Larch #1 Repetitive Use
Straps per Catalogue

Design parameters include:

Group B Division 3 Occupancy – Aircraft Hanger
100 mph Basic Wind Speed
Seismic Zone 4
60 psf. roof loading, snow and 10 lbs. dead load

NME FILE: 999025

Respectfully Submitted,
NORTHERN MECHANICAL ENGINEERING, INC.



Jay R. Smith, P. E.



NORTHERN MECHANICAL ENGINEERING, INC.
P.O. Box 113078
ANCHORAGE, AK 99511-3078
(907) 243-7234 Fax (907) 243-8495

JOB _____
SHEET NO. _____ OF _____
CALCULATED BY JL DATE 7-23-99
CHECKED BY _____ DATE _____
SCALE _____

999025

REVIEW OF DRAWINGS TEMPLAR AIRCRAFT HANGAR.

CONSTRUCTION TYPE: POLE BARN

OCCUPANCY: GROUP B Division 3 - AIRCRAFT HANGARS

4 in 12 ROOF 18.4° NO REDUCTION IN SNOW LOAD. 10psf

BASIC WIND SPEED 100mph. → 26psf

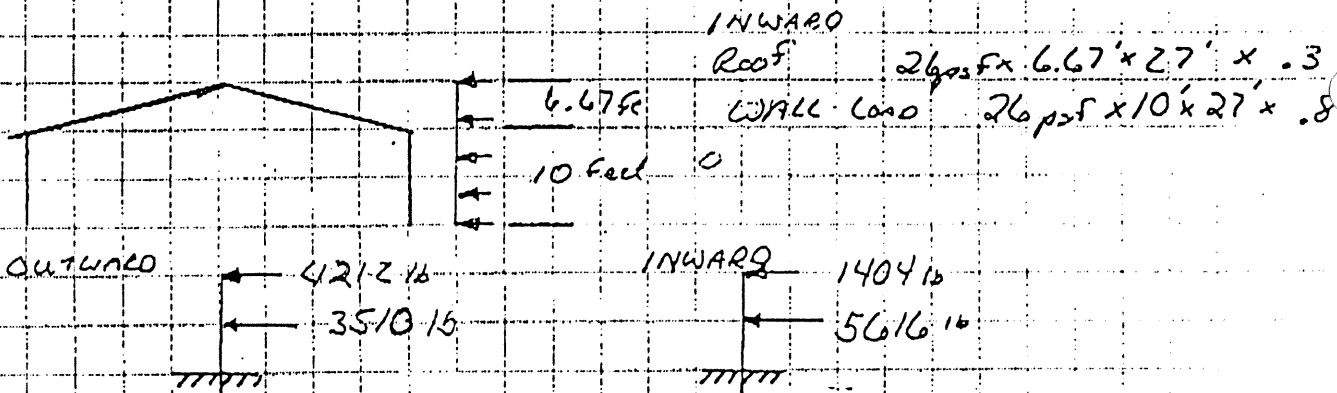
SEISMIC ZONE 4 z = 0.40

UNIFORM LOAD PRIVATE GARAGE 50psf - FLOOR

Ceiling Framing 10psf

PRESSURE COEFFICIENT WALLS .8 INWARD & WINDOW WALL
.5 OUTWARD leeward wall
ROOF .9 OUTWARD or .3 INWARD.

SITE COEFFICIENT UNKNOWN.



LOADING ON Cantilever Post

MOMENT = PL

OUTWARD $4212 \times 10' + 3510 \times 5'$
 $= 59670 \text{ Ft}\cdot\text{lb}$

INWARD $1404 \times 10' + 5616 \times 5'$
 $= 42120 \text{ Ft}\cdot\text{lb}$

UPLIFT $26 \text{ psf} \times 40' \times 27' = 28080 \text{ lbs}$



NORTHERN MECHANICAL ENGINEERING, INC.

P.O. Box 113078 ANCHORAGE, AK 99511-3076 (907) 243-7254 Fax (907) 243-8495

JOB _____ 999025

SHEET NO. _____ 2 _____ OF _____

CALCULATED BY _____ JFO _____ DATE 7-23-99

CHECKED BY _____ _____ DATE _____

SCALE _____

Doug - FIR - LARCH
POST & TIMBERS

Select Structural

ALLOWABLE Bending Extreme fiber 1500 psi

$$\sigma = \frac{mY}{I}$$

$$I = \frac{b^3}{12} = \frac{(5.5)^4}{12} = 76.26 \text{ in}^4$$

$$Y = 2.75''$$

$$1500 \text{ psi} = \frac{m \times 2.75''}{76.26 \text{ in}^4}$$

$$1500 \text{ lb} = \frac{m \times 125 \text{ ft} \times \frac{1}{27.73 \text{ ft}}}{\text{ft}}$$

m = 3466 ft-lb Per Post

Bending on Cantilever

$$\frac{59670 \text{ ft-lb}}{3466 \text{ ft-lb/Post}}$$

Requires 17 6x6 Posts

TRY 8x8 Post

$$I = \frac{mY}{\sigma} = \frac{7.5^4}{12} = 263.67 \text{ in}^4$$

$$Y = 3.75$$

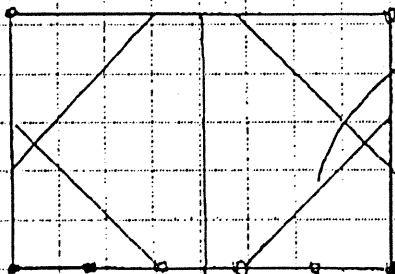
$$1500 \text{ psi} \times = \frac{m \times 3.75}{263.67 \text{ in}^4} \times \frac{12 \text{ in}}{1}$$

$$m = 8786 \text{ ft-lb}$$

$$\frac{59670 \text{ ft-lb}}{8786 \text{ ft-lb/post}} = 6.78 \text{ posts} \approx 7 \text{ posts}$$

USE 8 POSTS 8x8"

BACK WALL SHOULD HAVE Post 8' on Center WITH
SHEAR TRANSFER at Bottom of TRUSS TO END WALLS



ADD DIAGONAL BRACE AT TRUSS
BOTTOM CHORD.



NORTHERN MECHANICAL ENGINEERING, INC.

P.O. Box 113076
ANCHORAGE, AK 99511-3076
(907) 243-7264 Fax (907) 243-8495

JOB _____ 999025

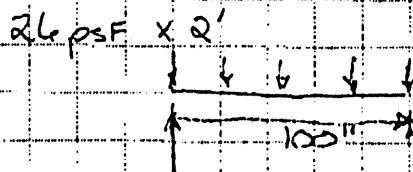
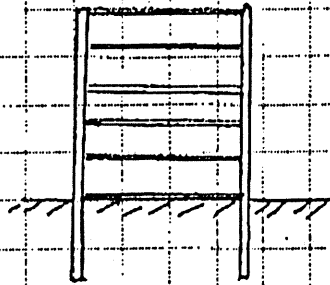
SHEET NO. _____ 3 OF _____

CALCULATED BY _____ 70 DATE 7-23-99

CHECKED BY _____ DATE _____

SCALE _____

TYPICAL POLE BARN WALL Construction 2x6 stud

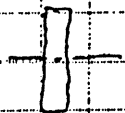


$$M = \frac{wL^2}{8} = \frac{52.16 \text{ (8.575')^2}}{8}$$

$$M = 455.9 \text{ ft-lb}$$

σ Allowable

2x6 #1 Douglas Fir-larch 1750 psi = F_b
Repetitive use member.



$$\sigma = \frac{M}{I} = \frac{455.9 \text{ ft-lb} \cdot 2.75 \text{ in} \cdot \frac{12 \text{ in}}{1 \text{ ft}}}{2097 \text{ in}^4}$$

$$I = \frac{bh^3}{12} = \frac{1.5 \cdot 5.5^3}{12} = 2097 \text{ in}^4$$

$\frac{7234 \text{ lb}}{\text{in}^2}$ (OK)



NORTHERN MECHANICAL ENGINEERING, INC.

P.O. Box 113076 ANCHORAGE, AK 99511-3076 (907) 243-7254 Fax (907) 243-8495

JOB _____ SHEET NO. 4 OF _____ CALCULATED BY JS DATE 7-24-99 CHECKED BY _____ DATE _____ SCALE _____

999025

Soils Loading

4 Posts 4' in Ground

Sand & Gravel Cor. AIRPORT

Foundation Pressure 2000 psf + 20% x 4'

Lateral Bearing 400 psf / ft Depth.

Load Vertical

60 psf Roof 10 psf Dead 70 psf TOTAL Roof Load.

Roof AREA 27' x 40' x 70 psf = 75,680 lbs

75,680 lbs ÷ 8 Posts = 9450 lbs / post

9450 / (2000 + 1600) psf

2.625 ft²

4 Posts OK

Page 1 Overturning Moment

Case outward 4212 lb + 3510 lb = 7720 lb

4 Posts @ 4' in ground

P.C. Post 400 psf 4 ft = 1600 psf Allowable

4 Posts 6400 lb ADD for 3 Back wall Posts OK

Overturning moment about Back wall at ground

59670 ft-lb at outward wall

over 40' length of Building

59670 ft-lb / 40' = 1490 lb

Pour Concrete at base of Posts & Pack Rock Back in to Post Holes.

uplife

City of Wasilla
Economic Development

just a note

DATE: 7/16/99 4:59 PM
TO: Thomas S. Westall, Ph.D
Templar Research and Development
FROM: Ric Davidge
Economic Development
SUBJECT: Airport Working Group Comments on Hanger Application

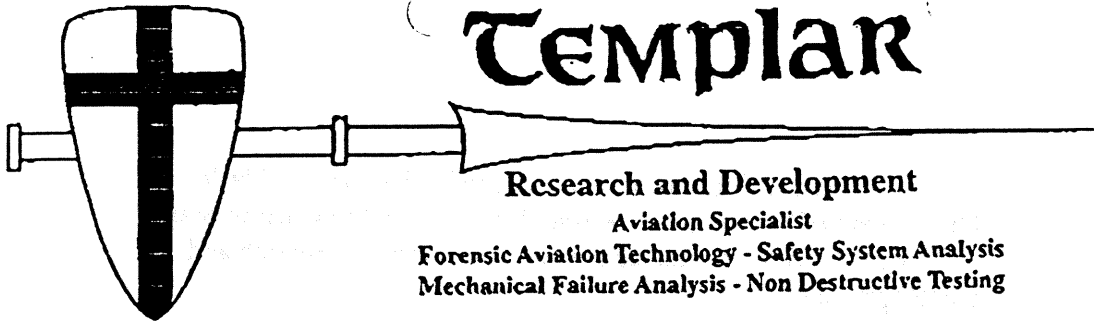
The Airport Working Group met to discuss a number of issues and proposals for development at the Wasilla Municipal Airport July 12, 1999. In the course of that meeting your application to build an aircraft storage hanger was discussed. Below are the concerns or issues identified with your application:

1. The structure must be strong enough to withstand cross winds of 120 miles and hour
2. The exterior of the structure must be of vertical metal siding
3. Although a specific color has not been agreed to, it appears the group feels the color should be a dark blue or green that is easily identified from the air.
4. Site selection this season is problematic given size of platted lots. The size of the proposed hanger is far less than the lease lot boundaries. Alternatives should be considered.
5. Site selection should be coordinated with the FAA and Dept of Public Works for the City of Wasilla to ensure it does not cause conflicts with the pending Master Plan for the airport.

One of the principle objectives of the working group is to design an airport that is user friendly. The group felt it very appropriate that we attempt to find a way to accommodate your immediate needs this construction season, but at the same time not cause conflict with the pending master plan.

Please meet with Don Shiesl in Public Works and see if you can identify a location for your hanger. I understand that you have picked up a formal application for leasing land at the airport from our office. Please review all applicable material and submit your application as soon as you can.

Please keep me advised of your progress. The Working group was very supportive of your proposal.



Box 878409
Wasilla, AK 99688
(907) 376-6899

Research and Development
Aviation Specialist
Forensic Aviation Technology - Safety System Analysis
Mechanical Failure Analysis - Non Destructive Testing

July 9, 1999

Mr. Ric Davidge
Economic Developer/Planner
City of Wasilla
290 E. Herning Ave.
Wasilla, Alaska 99654-7091

RECEIVED
7/11/99

RE: Proposal for Construction of an Aircraft Hanger at the Wasilla City Airport.

Dear Sir,

This will confirm our request and proposal for construction of an Aircraft Hanger at the Wasilla City Airport. The following is the specifications of the proposed construction.

General

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Purpose

Primary: The primary use of the proposed hanger is to provide storage and protection for aircraft owned or operated by Thomas S. Westall, d/b/a Templar Research and Development.

Secondary: The secondary use of the proposed hanger is as follows:

- (a) To provide a facility to conduct inspections including maintenance on aircraft owned or operated by Templar Research and development etc.

- (b) To provide a facility for the occasional use by the State of Alaska, Department of Military and Veteran Affairs (DMVA) when they are utilizing the aircraft owned or operated by Templar Research and Development.

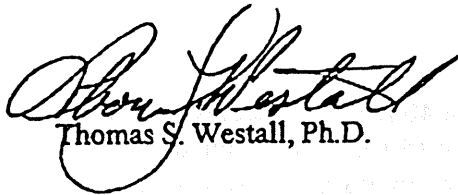
Location

The location may be any place that is consistent with the planning and development of the Wasilla City Airport as long as there is access to the airport facilities.

Indemnity

On the designation of the location, a policy shall be set in force by Thomas S. Westall with United Services Automobile Association, USAA for premises liability in the amount of \$1,000,000. The DMVA is indemnified by the State.

Thank you for this opportunity to participate in the development the Wasilla City Airport. If you have any questions please contact me. (Fax 376-6815)



Thomas S. Westall, Ph.D.