



Municipality of Anchorage
Historic Preservation Commission

A G E N D A

Thursday, August 15, 2024

5:30 – 7:00 p.m.

Regular Meeting

In-Person Physical Location

Planning Conference Room 170
Planning and Development Center
4700 Elmore Road
Anchorage, Alaska

or

via Microsoft Teams

[Click here to join the meeting](#)

[Download Teams | Join on the web](#)

Meeting ID: 235 010 667 492, Passcode: NUW3jN

Or Join by Conference Call:

Dial-in Number: [+1 907-519-0237](#)

Conference ID: [812 461 876#](#)

I. CALL TO ORDER

- A. Roll Call
- B. Land Acknowledgement
- C. Disclosures

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. UNFINISHED BUSINESS

- A. New Round CLG Grant Opportunity
- B. Nominations to Local Landmark Register

V. NEW BUSINESS

- A. Peratrovich Park Site Plan Review
- B. Alaska Historic Preservation Plan Project: Meeting-in-a-Box
- C. New Section 106/Project Consultations

VI. PERSONS TO BE HEARD (3-minute limit)

VII. COMMITTEE REPORTS

VIII. STAFF REPORTS

IX. COMMISSIONERS' COMMENTS

X. ADJOURNMENT

Next Regular Meeting—September 19, 2024

Land Acknowledgement (Agenda Item I.B.):

The Historic Preservation Commission would like to acknowledge that we gather today on the traditional lands of the Dena'ina Athabascans. For thousands of years the Dena'ina have been and continue to be the stewards of this land. It is with gratefulness and respect that we recognize the contributions, innovations, and contemporary perspectives of the upper Cook Inlet Dena'ina.

Commenters or Persons to Be Heard (Agenda Item VI.):

If possible, please email tom.davis@anchorageak.gov prior to the meeting.

HPC Committees (Agenda Item VII.):

- Historic Preservation Plan (HPP) Committee

Historic Preservation Commission

August 15, 2024, Meeting Packet TOC

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Municipality of Anchorage

Planning Department

Memorandum



IV.A.1.

Date: August 15, 2024
To: Historic Preservation Commission
From: Tom Davis, AICP, Historic Preservation Officer
Subject: CLG Grant Proposals

CLG Grant proposals are due for submittal to SHPO on Friday, August 16. Following is a summary of a revised CLG Grant proposal and a new CLG Grant proposal, both of which are included in the meeting packet under this agenda item. A draft Resolution is also included for each, for consideration and vote by the HPC.

1. Government Hill Wireless Station

Last month the HPC approved HPC Resolution 2024-02 in support of a Wireless Station CLG Grant proposal with a specific scope of work and budget. The Wireless Station CLG Grant proposal is returning to HPC in a revised form, for review and approval by the HPC. This includes voting to approve a revised version of the Resolution 2024-02 that HPC approved in July. The reasons for returning with changes include that the Municipality received some recommendations from SHPO staff to expand the proposed project scope to include contracting with a structural engineer to create a structural stabilization plan for the 1917 Wireless Station building. Additionally, Government Hill Community Council officers have recently indicated that they can play a larger role in providing in-kind volunteer services to help meet the match requirements. Lastly, a recent consultation with the municipal Facilities Maintenance manager has increased our estimate of the cost of one of the proposed tasks, to remove trees encroaching into the buildings. Therefore, the attached revised CLG Grant application for the Wireless Station enlarges the scope, federal share, municipal match, and the draw from the municipal Historic Preservation fund.

Following is a summary of the revised project scope. Task 1 below, as structural stabilization plan for the 1917 building is new, and adds \$20,000 to the contractor budget. Task 3 below has not changed, but the cost estimate has increased to \$10,000 which must be paid to the municipal Facilities Maintenance department. Task 4 is expanded in scope, but no change in cost.

- 1) Develops a specific, engineering development plan for stabilizing the roof, wall, floor, and foundation structural components of Building A (Wireless Station), as a prerequisite to rehabilitation treatments. (NEW)
- 2) Carries out initial property stabilization actions for maintenance, security, and safety, including removal of encroaching vegetation and debris, and covering openings.

- 3) Provides a pre-design construction cost estimate of the alternative treatment options for the property that were identified in the first-phase HSR.
- 4) Assesses the feasibility and implications of the alternative treatment options identified in the first-phase HSR. This includes assessing the effect of existing agreements governing the property on each alternative treatment option.
- 5) Conducts an open public process for the Municipality to use the information above to select the community's preferred treatment of the property and a general course of action to guide a development plan toward a preferred adaptive reuse.

The federal grant share for the revised Wireless Station grant proposal is \$30,000, and the required 40% match by the Municipality is \$20,000. The Municipality would fulfill this \$20,000 match requirement with a combination of: \$5,000 in cash to contribute to paying contractor costs, \$12,500 in-kind services by paid municipal staff, and \$2,500 worth of in-kind donated time by HPC Commissioners and Government Hill volunteers--\$1,000 worth by HPC and \$1,500 worth by neighborhood folks. (By comparison, HPC members donated more than \$10,000 in time to last year's Wireless Station Grant project.)

\$10,000 out of the \$12,500 in-kind municipal staff time would be for Facilities Maintenance removing trees and securing the exterior of the buildings from weather and intrusion. Facilities Maintenance does not have an operations budget to carry out this work, so this would require pulling \$10,000 from the municipal Historic Preservation Fund. Therefore, the total draw on the Historic Preservation Fund from this CLG Grant project is \$15,000—including \$5,000 in contractor fees and \$10,000 for MOA Facilities Maintenance work. This will reduce the Fund monies from \$55,000 to \$40,000.

Planning staff believes the change in scope recommended by SHPO is important because determining the way to stabilize the main building before potential collapse is urgent. The change in budget is also a more developed, realistic, safer estimate of costs than the previous estimate that we had available at the time of the HPC's July meeting. Planning staff this project is necessary for the Municipality to come to a transparent decision about the future of the property and potentially save the historic resource.

2. Old Saint Nicholas Russian Orthodox Church (Eklutna Chapel)

Following the July HPC meeting, Laura Schue with the nonprofit group ROSSIA resumed work on preparing a draft CLG Grant proposal for restoring Old Saint Nicholas Russian Orthodox Church (Eklutna Chapel), and contacted the municipal HPO for assistance. Attached is a work-in-progress scope and budget application form, from the non-profit group ROSSIA, for a project to rehabilitate the Old Saint Nicholas Russian Orthodox Church. Staff is expecting a completed draft CLG Grant application form and accompanying budget worksheet at any time. The HPO, in consultation with SHPO, is developing this proposal as a pass-through CLG Grant, where the Municipality is submitting the grant proposal and will be grant administrator, but ROSSIA will carry out the Eklutna Chapel restoration project and fulfill the required 40% match. The Municipality will not take on any match burden for this project.

- Proposed Federal Share: The proposed federal share will be \$49,500. Therefore, the 40% match requirement will be \$33,000. ROSSIA will be responsible for meeting all the match requirement.
- Separate Grant Agreement: The MOA will be the pass-through grantee to SHPO, but ROSSIA must commit to doing all the project work and meeting the grant match. Therefore, staff is preparing a draft grant agreement between MOA and ROSSIA that ensures ROSSIA's responsibility for completing the project on time and providing the in-kind match, for signature by ROSSIA and probably the Municipal Manager.

The project scope is for development work to rehabilitate the building. Details are provided in the draft application.

Attached for HPC consideration and potential is a draft HPC Resolution of support for the CLG Grant application for the rehabilitation of Old Saint Nicholas.

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CLG GRANT APPLICATION

IV.A.2.

Office of History & Archaeology
Alaska Department of Natural Resources
550 West 7th Avenue, Suite 1310
Anchorage, Alaska 99501

FY24 Historic Preservation Fund: Grants for Certified Local Governments

Deadline: Applications are due by 3:00 pm on Friday, August 16, 2024. The Certified Local Government (CLG) identified below is applying for a reimbursable 60-40 Historic Preservation Fund (HPF) matching grant through the State of Alaska, Department of Natural Resources, Office of History and Archaeology.

CLG Name: _____

Project Title: _____

Federal Tax Identification Number: _____

UEI: _____ VCUST: _____

Type of CLG Grant Project: (Check project type below, as applicable)

- | | |
|---|--|
| <input type="checkbox"/> Survey | <input type="checkbox"/> Public Preservation Education |
| <input type="checkbox"/> Inventory | <input type="checkbox"/> Predevelopment |
| <input type="checkbox"/> National Register Nomination | <input type="checkbox"/> Development |
| <input type="checkbox"/> Historic Preservation Planning | |

Budget Summary. Federal Award Request: \$ _____

- a. Total Project Cost (TPC) \$ _____
- b. Federal Share (60%) \$ _____
- c. Sponsor Share (40%) \$ _____

Source of applicant (sponsor) share: (Use figures from "Sources" box on budget form)

- a. Cash \$ _____
- b. In-kind Goods and Services \$ _____
- c. Donated Goods and Services \$ _____

Name, title and contact information for the following:

Grant Manager: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____

E-mail Address: _____

Willingness to Comply with Grant Requirements

1. I understand that this is a 60-40 matching grant application through the Historic Preservation Fund (HPF) administered by the State of Alaska Department of Natural Resources, Office of History and Archaeology.
2. If awarded an HPF grant, I understand that it is my responsibility to comply with all pertinent State and Federal regulations, the State-Local Grant Agreement, and requirements outlined in the *Historic Preservation Fund: Certified Local Government Grants Manual*. Federal requirements may include but are not limited to the following: Section 106 and Section 110, National Historic Preservation Act (54 USC 306108); Americans with Disabilities Act; Architectural Barriers Act; National Environmental Policy Act; 2 CFR 200; and Build America, Buy America (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, Section 70914.
3. Should this project be awarded, I understand that project records are subject to audit after project completion, and that if such an audit questions expenditures for which I have been reimbursed I will return an amount equal to the questioned expenditures.
4. I understand that no grant exists until the State Historic Preservation Officer (SHPO) signs the State-Local Grant Agreement, even if the Alaska Historical Commission recommends funds for my project. Any funds expended before the performance period specified on the fully executed grant agreement or before obtaining the SHPO's signature may not be reimbursed without specific approval.

Signature: Authorized Local Government Official

Date

Name and Title (Print or Type)

CLG GRANT APPLICATION: FY24

CLG:

Project Name:

PROJECT INFORMATION See [Writing a Successful CLG Application](#) for more detail.

1. **PROJECT DESCRIPTION** – *If needed, use continuation pages provided at the end of this document. **Please limit length to 2,000 word count.***
 - a. Provide a brief introduction to your project including the aim, scope, and significance of the project to your community.

b. List any previous HPF grants this project has received. (*Cite HPF number and grant name.*)

c. Briefly describe the relationship of this project to past, present, or future preservation work.
1,500 word limit.

2. PRESERVATION OBJECTIVES

How does the project relate to annual CLG grant priorities established for this fiscal year? (*Cite relevant grant priorities and explain how each relates to your project.*) *500 word limit.*

a.

b. How does the project relate to the goals and objectives of the [State Historic Preservation Plan](#). (*Cite relevant goals and objectives and how your project would further them.*) *1,000 word limit.*

- c. Describe how the project meets an identified historic preservation priority of your community. Does the project contribute to the implementation of your local historic preservation plan? If so, how? *1,000 word limit.*

3. PROJECT PERSONNEL- *The Project Manager (PM) must have proven experience working on historic preservation projects. If the project is a survey, inventory, or National Register nomination, the PM must meet the professional qualification standards in 36 CFR 61. If not identified in this application, the Office of History and Archaeology must review selection of Project Manager prior to finalization of the contract with the individual.*

a. Note who will act as Project Manager (PM). Attach the PM's résumé showing past experience working on preservation projects. List any previous HPF Projects the PM has worked on. *(If planning to contract with PM after grant is awarded, outline the job qualifications that will be required.) 1,000 word limit.*

b. Identify the local government personnel who will act as Grants Manager for the project.

4. **WORK PLAN.** *Thoroughly address all items necessary for your project type. See [Writing a Successful CLG Application](#) for more detail. Use continuation sheets if needed. **1,000 word limit.***
 - a. Explain how the project will be undertaken.

- b. Describe the geographic area encompassed by the proposed project. For survey, inventory, and National Register nomination projects, attach maps of the project area. Include the estimated number of buildings, structures, sites, square miles, etc., to be addressed.

500 word limit.

- c. Cite any planning studies, condition assessments, design drawings, research reports, publications, or other sources of relevant information you plan to use for this project.

500 word limit.

- d. Provide a work schedule showing months, expected activities, and benchmarks to achieve throughout the grant period of performance. *500 word limit.*

5. FINAL PRODUCTS

- a. Describe publications, workshops, audio-visual materials, reports, websites, brochures, survey materials, nominations, interpretive signs, etc., that will be produced as part of the proposed project. Identify the intended audience and where the public will be able to access these materials. Describe how you will inform your community about the project. *1,000 word limit.*

6. ADDITIONAL INFORMATION

- a. Attach letters of commitment and support, as appropriate, from teachers, historical societies, museums, Native groups, and others. (*Note attachments below.*)

- b. Attach other relevant information, such as links to pertinent websites and copies of photographs. *5 image limit.* Please do not include reports. (*Note attachments below.*)

7. BUDGET: Maximum Federal Request. \$50,000 for Development; \$25,000 for other Project Categories.

Your budget submittal shall consist of one narrative and two tables. *Use fillable Excel worksheet or submit similar budget tables, and complete the narrative portion below for this Budget section.*

- a. *Budget Summary* table identifying planned cost share of 60% federal and 40% match
- b. *Matching Share* table showing sources of match.
- c. *Budget Narrative* explaining costs in detail and describing how costs were calculated.

BUDGET NARRATIVE: Describe activities to be performed under Personal Services, Contractual Services, Supplies/Materials, Travel, and Other cost categories.

- a. Personal Services: describe work each position/person will perform for the proposed project. *1,000 word limit.*

b. Contractual Services: List contractor name(s), if known. Describe work each will perform. *500 word limit.*

c. Supplies/Materials: Describe types of materials and/or supplies required for this project, how they relate to the project, estimated quantities, etc. *500 word limit.*

d. Travel: Identify who will be traveling, how many trips are anticipated, trip purpose, and destination. *500 word limit.*

- e. Other: Identify other costs which do not fall into one of the above categories. Explain purpose and relevance to this proposed project. *500 word limit.*

CHECKLIST

Applicant, has your entity...

- maintained current certification under the Certified Local Government program?
- signed and dated this application?
- signed the form titled: *Willingness to Comply with Grant Requirements?*
- provided the information requested on each page of the application package?
- included a public outreach component?
- attached maps showing location of project?
- attached photographs or clear photocopies showing overall character of properties for survey, inventory, National Register nomination, pre-development and development projects?
- attached letters of support from the community and, if needed, property owners?
- attached a resolution supporting this proposal (or indicate one has been requested prior to the Alaska Historical Commission meeting to recommend awards)?
- explained historic preservation commission involvement in the project, and addressed its role in the review process?
- checked your budget for accuracy?

Deadline: Applications are due 3:00 pm on Friday, August 16, 2024.

Only complete, signed, dated applications will be considered.

Submit applications and questions to the CLG Program Coordinator at **maria.lewis@alaska.gov** and **dnr.oha@alaska.gov**

MUNICIPALITY OF ANCHORAGE
HISTORIC PRESERVATION COMMISSION RESOLUTION NO. 2024-02

A RESOLUTION IN SUPPORT OF A CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROJECT TO PREPARE A SECOND PHASE HISTORIC STRUCTURE REPORT AND INITIAL SITE STABILIZATION FOR THE GOVERNMENT HILL WIRELESS STATION.

WHEREAS, the Anchorage Historic Preservation Commission (HPC) is established by the Municipality to advise the Anchorage Assembly, Mayor, municipal boards and commissions, and heads of municipal departments on the identification of, designation of, and review of actions pertaining to Anchorage's historic resources; and

WHEREAS, the State of Alaska Certified Local Government (CLG) Historic Preservation Program Guidelines for CLGs calls for local governments including Anchorage to support the preservation of important historic resources identified by the public; and

WHEREAS, Anchorage's *Original Neighborhoods Historic Preservation Plan* identifies the Government Hill Wireless Station, which is listed on the National Register of Historic Properties, as an important landmark to save in Government Hill neighborhood; and

WHEREAS, the HPC wishes to pursue viable options to rehabilitate and maintain the Wireless Station for the benefit of the public; and

WHEREAS, the HPC and Municipality successfully completed a first-phase Historic Structure Report (HSR) for the Wireless Station under CLG Grant #22005 that provided \$24,000 in federal funds.

WHEREAS, the first-phase HSR for the Wireless Station provided a conditions assessment and recommended historic preservation treatments for all three buildings on the property, including four options for the future of the property; and

WHEREAS, the first-phase HSR found the Wireless Station buildings to be in an advanced stage of deterioration and that there is an urgent need to progress with development of a historic preservation plan to save this property; and

WHEREAS, the NPS Preservation Brief 43.6 establishes that if budgetary constraints preclude completing the HSR as one project, it can be prepared incrementally; and

WHEREAS, the HPC finds a need for further information regarding the construction costs and viability of each of the treatment options identified in the first-phase HSR, and regarding what it will take to stabilize the main building structure, so that the HPC may conduct a public process with the neighborhood and municipal officials to decide on the preferred treatment option and plan for the future of the Wireless Station.

NOW, THEREFORE, BE IT RESOLVED by the Anchorage Historic Preservation Commission that:

- A. The Commission makes the following findings of fact:
1. The municipal HPO staff has identified the means for satisfying the CLG Grant's 40% match requirement through municipal staff hours, HPC member in-kind services, in-kind services from Government Hill Community Council members, and funds in the Municipality's Historic Preservation Fund.
 2. The municipal HPO staff has presented a realistic project work plan for meeting the CLG Grant deadline of September 30, 2026, for completing the second-phase HSR.

- B. The Commission supports the 2024 CLG Grant project proposal to use up to \$30,000 in federal grant funds to prepare a pre-design construction cost estimate for the alternative historic preservation treatments named in the first-phase HSR.

PASSED AND APPROVED unanimously by the Anchorage Historic Preservation Commission on this 15th day of August 2024.

ADOPTED by the Anchorage Historic Preservation Commission on this 15th day of August 2024.

Craig H. Lyon
Secretary

Bryce K. Klug, AIA
Chair

DRAFT REVISION

CLG GRANT APPLICATION

Office of History & Archaeology
Alaska Department of Natural Resources
550 West 7th Avenue, Suite 1310
Anchorage, Alaska 99501

FY24 Historic Preservation Fund: Grants for Certified Local Governments

Deadline: Applications are due by 3:00 pm on Friday, August 16, 2024. The Certified Local Government (CLG) identified below is applying for a reimbursable 60-40 Historic Preservation Fund (HPF) matching grant through the State of Alaska, Department of Natural Resources, Office of History and Archaeology.

CLG Name: Municipality of Anchorage

Project Title: Old Saint Nicholas Russian Orthodox Church (Eklutna Chapel) Restoration

Federal Tax Identification Number: 71-0879791

UEI: KJ4GAJAZX3Y1 VCUST: _____

Type of CLG Grant Project: (Check project type below, as applicable)

- | | |
|---|--|
| <input type="checkbox"/> Survey | <input type="checkbox"/> Public Preservation Education |
| <input type="checkbox"/> Inventory | <input type="checkbox"/> Predevelopment |
| <input type="checkbox"/> National Register Nomination | <input checked="" type="checkbox"/> Development |
| <input type="checkbox"/> Historic Preservation Planning | |

Budget Summary. Federal Award Request: \$ 49,500

- | | |
|-----------------------------|------------------|
| a. Total Project Cost (TPC) | \$ <u>82,500</u> |
| b. Federal Share (60%) | \$ <u>49,500</u> |
| c. Sponsor Share (40%) | \$ <u>33,000</u> |

Source of applicant (sponsor) share: (Use figures from "Sources" box on budget form)

- | | |
|-------------------------------|----------|
| a. Cash | \$ _____ |
| b. In-kind Goods and Services | \$ _____ |
| c. Donated Goods and Services | \$ _____ |

Name, title and contact information for the following:

Grant Manager: Tom Davis

Mailing Address: _____

City, State, Zip: _____

Telephone: _____

E-mail Address: _____

Preservation Commission Chair: Bryce Klug

Mailing Address: _____

Telephone: _____

E-mail Address: _____

CLG Contact: Rebecca Windt Pearson

Mailing Address: Office of Municipal Manager

P.O. Box 196650, Anchorage, AK 99519-6650

Telephone: (907) 343-7121

E-mail Address: rebecca.a.windtpearson@anchorageak.gov

Signature: Authorized Local Government Official

Date

Rebecca Windt Pearson, Municipal Manager
Name and Title (Print or Type)

Municipality of Anchorage
Community Name

Willingness to Comply with Grant Requirements

1. I understand that this is a 60-40 matching grant application through the Historic Preservation Fund (HPF) administered by the State of Alaska Department of Natural Resources, Office of History and Archaeology.
2. If awarded an HPF grant, I understand that it is my responsibility to comply with all pertinent State and Federal regulations, the State-Local Grant Agreement, and requirements outlined in the *Historic Preservation Fund: Certified Local Government Grants Manual*. Federal requirements may include but are not limited to the following: Section 106 and Section 110, National Historic Preservation Act (54 USC 306108); Americans with Disabilities Act; Architectural Barriers Act; National Environmental Policy Act; 2 CFR 200; and Build America, Buy America (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, Section 70914.
3. Should this project be awarded, I understand that project records are subject to audit after project completion, and that if such an audit questions expenditures for which I have been reimbursed I will return an amount equal to the questioned expenditures.
4. I understand that no grant exists until the State Historic Preservation Officer (SHPO) signs the State-Local Grant Agreement, even if the Alaska Historical Commission recommends funds for my project. Any funds expended before the performance period specified on the fully executed grant agreement or before obtaining the SHPO's signature may not be reimbursed without specific approval.

Signature: Authorized Local Government Official

Date

Rebecca Windt Pearson, Municipal Manager

Name and Title (Print or Type)

CLG GRANT APPLICATION: FY24

CLG:

Project Name:

PROJECT INFORMATION See [Writing a Successful CLG Application](#) for more detail.

1. PROJECT DESCRIPTION – *If needed, use continuation pages provided at the end of this document. Please limit length to 2,000 word count.*

- a. Provide a brief introduction to your project including the aim, scope, and significance of the project to your community.

Russian Orthodox Sacred Sites in Alaska, Inc (ROSSIA) will complete restoration of the Old Saint Nicholas Russian Orthodox Church (Eklutna Chapel), which is listed on the National Register of Historic Places. The old St. Nicholas church was constructed in Knik, Alaska around 1870, or as early as 1830. There is some evidence it was moved around 1900 to Eklutna, Alaska for active use. The old St. Nicholas church is the oldest standing building in the greater Anchorage area.

Work priorities will include exterior and interior restoration. The project is happening in consultation with the Native Village of Eklutna, the Diocese, the St. Nicholas parish, National Park Service technical assistance, Archaeologists, the State Historic Preservation office, and the Native Corporation. A steering committee is in place and actively meeting to plan the project and carry out work in communication with the community.

Exterior work includes removing the bell tower (completed), lifting the chapel, foundation work, re-Roofing, and re-chinking. Interior work will include new heating and electrical systems, insulations, sheet rock, painting, and fire suppression. Project work has begun with archaeological assessment, soil testing, and research and decisions on the period of significance for design purposes.

The intended audience for the work is the parish and Orthodox Diocese of Alaska; the Native Village of Eklutna; shareholders of Eklutna Inc, the Native Corporation; residents of the community of Eklutna; residents of the Municipality of Anchorage and Alaskans, who may visit the chapel upon its completion; interested visitors or viewers of history being preserved; and all those concerned with the preservation of our collective history.

- b. List any previous HPF grants this project has received. (*Cite HPF number and grant name.*)

The Old Saint Nicholas Russian Orthodox Church (Eklutna Chapel) Restoration project has received a 2024 Historic Preservation Fund grant of \$25,000. The project manager, Dorothy Gray and the ROSSIA organization have managed multiple historic preservation grant projects, but this is the first through the State of Alaska Historic Preservation Fund.

- c. Briefly describe the relationship of this project to past, present, or future preservation work.
1,500 word limit.

This project is part of the larger efforts of the nonprofit organization ROSSIA, whose mission is to preserve Alaska's historic Russian Orthodox churches and the historic articles and furnishings therein. ROSSIA has been working to restore historic Russian Orthodox churches since 2002. We have active and completed projects in Kenai (Holy Assumption Orthodox church – National Historic Landmark), Unalaska (Holy Ascension Orthodox Cathedral and Bishop's House – National Historic Landmark), Juneau (St. Nicholas – National Register of Historic Places), Sitka (St. Michael's Cathedral - National Historic Landmark), and more.

The Old St. Nicholas Russian Orthodox Church (Eklutna Chapel) Restoration project is in the early phases of preservation work. Planning is ongoing, and we are in the development phase of the project on several aspects.

2. PRESERVATION OBJECTIVES

How does the project relate to annual CLG grant priorities established for this fiscal year? (*Cite relevant grant priorities and explain how each relates to your project.*) *500 word limit.*

a.

The Old Saint Nicholas Russian Orthodox Church (Eklutna Chapel) Restoration project aligns with the annual CLG grant priorities in that it seeks to work together with state, local, and federal partners for the preservation of this special and unique historic property, the oldest of its kind, in the Municipality of Anchorage. The project has existing funding from both the federal and state levels, through Department of Interior and through the Alaska Historic Preservation Fund. The CLG will allow for the local government funding to complete the full picture of funding partners.

b. How does the project relate to the goals and objectives of the [State Historic Preservation Plan](#). (*Cite relevant goals and objectives and how your project would further them.*) *1,000 word limit.*

The Old Saint Nicholas Russian Orthodox Church (Eklutna Chapel) Restoration project contributes to the goals and objectives of “Saving Our Past: Planning For Our Future,” Alaska’s State Historic Preservation Plan. This project contributes to several of the stated plan goals to address key issues, including increasing knowledge and understanding of Alaska’s heritage and historic preservation; identifying new and strengthening current partnerships to preserve, protect, educate, and advocate for Alaska’s cultural resources; preserving and protecting Alaska’s cultural resources; and strengthening local preservation efforts.

The Old St. Nicholas restoration project is actively increasing knowledge and understanding of Alaska’s heritage and historic preservation by engaging elders through programming, such as facilitated elder luncheons with Native Village of Eklutna elders, who are sharing stories and being documented by filmographer Tom Pilifant in preparation for a documentary film to share with the public. This project also develops the objective to focus on the history and culture of Alaska Natives, and it encourages cross-cultural experiences because of the nature of the active steering committee, which includes Native Village of Eklutna, the Orthodox Diocese, the parish of St. Nicholas, National Park Service technical assistance,

- c. Describe how the project meets an identified historic preservation priority of your community. Does the project contribute to the implementation of your local historic preservation plan? If so, how? *1,000 word limit.*

In terms of local CLG priorities, the Old Saint Nicholas restoration project is a project that increases public awareness of historic preservation and establishes partnerships—particularly with local tribes and underrepresented groups—to strengthen their local historic preservation program (priority 1 - <https://dnr.alaska.gov/parks/oha/designations/2024/04priorities.pdf>). This project has received multiple news articles since its inception in 2023. It is increasing public awareness for not only the history of our state and the municipality of Anchorage, but also the history of the Eklutna region and the Dena'ina people.

This project addresses the rehabilitation of historic properties and leverages funds and resources (priority 2) from outside the state and federal systems. Due to the size of funding needed for this project, ROSSIA, working on behalf of the Orthodox Diocese who owns the property, will be fundraising and bringing in foundation, corporate, and other funding sources to partner in the restoration of this important church.

The Old Saint Nicholas restoration project will encourage historic preservation at the local level by supporting heritage and cultural tourism programs and other preservation efforts that use historic properties to stimulate economic incentives and community revitalization (priority 5). Even in the earliest planning meetings of the steering committee, the Native Village of Eklutna has been discussing the function of the restored building, which sits next door to a newer church used for worship. Because tour buses already stop at this historical church, one of the first things completed was a sign describing the restoration project. Soon to follow that was the addition of a donation box and a QR code so visitors could contribute to the project. With the already existing flow of tourists, and a history of offering tours there, the restoration project will absolutely continue this effort.

The Municipality of Anchorage historic preservation program is focused on its Historic Preservation Commission (HPC). As established by ordinance, the purpose of the HPC "to encourage and further the interests of historic preservation by identifying, protecting, and interpreting the municipality's significant historic and cultural resources for the economic and social benefit of the community. The HPC has added the Old Saint Nicholas Russian Orthodox Church to its top priority initial list of approximately 10 historic resources that should be nominated to the recently established Local Landmark Register. Protection and maintenance of these resources is important, and this rehabilitation project is essential to protecting and maintaining this resource due to its age, significance, and integrity.



3. PROJECT PERSONNEL- *The Project Manager (PM) must have proven experience working on historic preservation projects. If the project is a survey, inventory, or National Register nomination, the PM must meet the professional qualification standards in 36 CFR 61. If not identified in this application, the Office of History and Archaeology must review selection of Project Manager prior to finalization of the contract with the individual.*

- a. Note who will act as Project Manager (PM). Attach the PM's résumé showing past experience working on preservation projects. List any previous HPF Projects the PM has worked on. *(If planning to contract with PM after grant is awarded, outline the job qualifications that will be required.) 1,000 word limit.*

Jobe Bernier will serve as the project manager and project architect for the Old Saint Nicholas (Eklutna Chapel) Restoration project. Mr. Bernier is a licensed Historical Architecture Professional (resume attached) who grew up in Alaska, is passionate about historic preservation, and understands that historic buildings and sites are important tangible cultural resources just like artifacts inside a museum. Mr. Bernier holds a Master of Architecture from Montana State University. He has worked on many historic projects over the past 15 years and understands the importance of adherence to the Secretary of the Interior's standards for historic projects.

Tom Davis, the Municipality's designated Historic Preservation Officer, will serve as project liaison staff person on behalf of the Municipality of Anchorage, and will assist with progress reporting to SHPO. Tom recently completed the first-phase Historic Structure Report for the

- b. Identify the local government personnel who will act as Grants Manager for the project.

Diana Lopez, the Principal Administrative Officer with the municipal Planning Department, will act as the Municipality's Grants Manager for the project. Ms. Lopez recently performed this role for the first phase Wireless Station HSR project under CLG Grant #22005.

- c. Describe the local historic preservation commission's role in the project. Attach a resolution from the commission supporting the project. *300 word limit.*

The HPC will play an overall advisory role and receive project updates from the project manager and municipal HPO. Its members include architects with experience in historic preservation. The HPC can also express support and advocate for this project at the appropriate times before municipal officials and decision making bodies.

- d. Identify volunteer personnel and their tasks. *300 word limit.*

Dorothy Gray, ROSSIA Board Chair, will serve as the Grant Manager for this project. She is the facilitator of steering committee meetings, maintaining contact with all members and bridging ideas and interests on behalf of the restoration project. She puts in many hours in meeting prep and communications with contractors, community members, the Orthodox Diocese (of which she is a member), archaeologists, and more. She is working solely as a volunteer.

Other key volunteers include the many members of the steering committee. Including community members, elders, archaeologists, local historians, and more, this dedicated group is almost completely unpaid for their participation in the group.

- e. Identify any additional contractors to be used and expected duties. Attach résumés for all qualified historic preservation professionals working on the project.

Laura Schue is a paid contract staff who assists with project facilitation. Ms. Schue has worked with ROSSIA for more than 10 years, serving as a contract staff and grant manager. She assists with project goals, communications, grant reporting, and fundraising. She holds an MS in Counseling Psychology and has worked many years with nonprofits (25years) and grant management (15years). She has experience working with varied groups of stakeholders finding common goals and especially enjoys that aspect of the historic preservation work of ROSSIA. Her resume is attached.

NVision Architecture serves as the managing project firm. They will follow their submitted work plan, including subcontracted work with the RSA Engineering, Inc for electrical engineering; CRW Engineering Group for site survey, mapping, as-built survey, plot plan, and permitting; and BBFM Engineers, Inc (who completed the structural assessment –



4. **WORK PLAN.** *Thoroughly address all items necessary for your project type. See [Writing a Successful CLG Application](#) for more detail. Use continuation sheets if needed. 1,000 word limit.*

a. Explain how the project will be undertaken.

Scope of work – reflects a project period to begin roughly 1/1/2025 and end about 8/31/2026.

Summer 2025

Relocate electrical meter away from the church (architect-electrical engineer-civil engineer):
The existing electrical meter is currently freestanding but mounted very near the outside wall of the historic church. Furthermore, conduit comes up outside of the church and penetrates the historic log walls. While the meter is found in 1970s pictures (and electrical is functionally needed inside the church), electrical is not a historically contributing feature to the original construction period, and we will attempt to relocate the meter away from the church to a different freestanding location. All holes in the logs will be plugged with local wood. All interior electrical needed for modern functions will be concealed to the maximum extent possible including underground and in the new crawlspace.

New cedar roof (architect-contractor-structural engineer):

A new cedar roof will be provided to match the historic character of the original construction. The roof assembly will include cedar shingles over breather boards/air space over full ice& water shield over the existing roof decking. If necessary, plywood will be added over the existing skip sheathing to coordinate with new fasteners that will be required. Any fasteners that visibly penetrate through the historic materials below must be cut coplanar with the lower interior historic surfaces. Perimeter roof edges will have galvanized trim. While flashings are not original, we will coordinate this with SHPO as they are an import preservation feature.

New foundation constructed. (architect-structural engineer-civil engineer-contractor):

The foundation design is outlined below; however, it is contingent upon input from the geotechnical engineer's report. The intent of the foundation design will be to raise the finish floor higher than the adjacent existing grade to allow surface water to run off away from the historic building. The design intent includes a +/- 4' crawlspace and a traditional concrete footing and foundation. Foundation walls will be insulated on the interior side and protected from moisture while new, exposed concrete above grade will be board-formed to visually support the historic period of the church.

Re-stain existing exterior logs (architect-contractor):

Weathered stains are found on existing logs and woodwork. New stains will be selected to color match the existing stain.

Re-chink log walls (architect-contractor):

- b. Describe the geographic area encompassed by the proposed project. For survey, inventory, and National Register nomination projects, attach maps of the project area. Include the estimated number of buildings, structures, sites, square miles, etc., to be addressed.

500 word limit.

- c. Cite any planning studies, condition assessments, design drawings, research reports, publications, or other sources of relevant information you plan to use for this project.

500 word limit.

The condition/structural assessment was completed in 2022 by BBFM Engineers Inc. This assessment is attached. It describes the building condition and recommends the following short term actions: 1. Remove shake shingle roof and replace, including a new layer of plywood and ice and water shield. 2. Demolish bell tower and entry structure for safety concerns and re-build based on historical original construction. 3. Re-chink log walls. 4. Repair and block entry location for squirrel and any other potential entry locales. 5. Remove the tree stumps at south side of building and fill with granular soil. Design team (architect and engineers) will create permit and bid drawings for work in the coming early months of 2024. All drawings will follow the Secretary of the Interior's Standards for the Treatment of Historic Properties. The plan is to provide drawings of all work at 35%, 65% and 95% drawing completion to SHPO. 100% drawings will include all comments from SHPO.

- d. Provide a work schedule showing months, expected activities, and benchmarks to achieve throughout the grant period of performance. *500 word limit.*

end prior to Sep 2026 -- and give at least one month for review.

5. FINAL PRODUCTS

- a. Describe publications, workshops, audio-visual materials, reports, websites, brochures, survey materials, nominations, interpretive signs, etc., that will be produced as part of the proposed project. Identify the intended audience and where the public will be able to access these materials. Describe how you will inform your community about the project. *1,000 word limit.*

b. Contractual Services: List contractor name(s), if known. Describe work each will perform. *500 word limit.*

c. Supplies/Materials: Describe types of materials and/or supplies required for this project, how they relate to the project, estimated quantities, etc. *500 word limit.*

d. Travel: Identify who will be traveling, how many trips are anticipated, trip purpose, and destination. *500 word limit.*

- e. Other: Identify other costs which do not fall into one of the above categories. Explain purpose and relevance to this proposed project. *500 word limit.*

There will be a Municipality of Anchorage administrative fee for grant management and reporting, which will amount to \$### in Indirect Costs.

CHECKLIST

Applicant, has your entity...

- maintained current certification under the Certified Local Government program?
- signed and dated this application?
- signed the form titled: *Willingness to Comply with Grant Requirements?*
- provided the information requested on each page of the application package?
- included a public outreach component?
- attached maps showing location of project?
- attached photographs or clear photocopies showing overall character of properties for survey, inventory, National Register nomination, pre-development and development projects?
- attached letters of support from the community and, if needed, property owners?
- attached a resolution supporting this proposal (or indicate one has been requested prior to the Alaska Historical Commission meeting to recommend awards)?
- explained historic preservation commission involvement in the project, and addressed its role in the review process?
- checked your budget for accuracy?

Deadline: Applications are due 3:00 pm on Friday, August 16, 2024.

Only complete, signed, dated applications will be considered.

Submit applications and questions to the CLG Program Coordinator at **maria.lewis@alaska.gov** and **dnr.oha@alaska.gov**

MUNICIPALITY OF ANCHORAGE HISTORIC PRESERVATION COMMISSION RESOLUTION NO. 2024-03

A RESOLUTION IN SUPPORT OF A CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROJECT TO REHABILITATE THE OLD SAINT NICHOLAS RUSSIAN ORTHODOX CHURCH (EKLUTNA CHAPEL).

WHEREAS, the Anchorage Historic Preservation Commission (HPC) is established by the Municipality to advise the Anchorage Assembly, Mayor, municipal boards and commissions, and heads of municipal departments on the identification of, designation of, and review of actions pertaining to Anchorage's historic resources; and

WHEREAS, the State of Alaska Certified Local Government (CLG) Historic Preservation Program Guidelines for CLGs calls for local governments including Anchorage to support the preservation of important historic resources identified by the public; and

WHEREAS, Russian Orthodox Sacred Sites in Alaska, Inc (ROSSIA) is preparing to complete restoration of the Old Saint Nicholas Russian Orthodox Church (Eklutna Chapel), which is located in Eklutna and listed on the National Register of Historic Places; and

WHEREAS, ROSSIA is carrying out this project in consultation with the Native Village of Eklutna, the Russian Orthodox Diocese, the Saint Nicholas parish, National Park Service, the State Historic Preservation office, and Eklutna, Inc., with the assistance of professional archeologists and historic architects; and

WHEREAS, the intended audience for the work is the parish and Orthodox Diocese of Alaska; the Native Village of Eklutna; shareholders of Eklutna Inc, the Native Corporation; residents of the community of Eklutna; residents of the Municipality of Anchorage and Alaskans, who may visit the chapel upon its completion; interested visitors or viewers of history being preserved; and all those concerned with the preservation of our collective history; and

WHEREAS, this project aligns with the purpose of the HPC to encourage and further the interests of historic preservation by identifying, protecting, and interpreting the municipality's significant historic and cultural resources for the economic and social benefit of the community; and

WHEREAS, the proposed scope of exterior work includes re-roofing, constructing a new foundation, repainting and re-chinking logs, and painting/repairing windows.

NOW, THEREFORE, BE IT RESOLVED by the Anchorage Historic Preservation Commission that:

- A. The Commission makes the following findings of fact:
 1. The grantee ROSSIA will satisfy the CLG Grant's 40% match requirement through in-kind services and donated materials.
 2. The grantee ROSSIA will be responsible for the project work plan and execution for meeting the CLG Grant deadline of September 30, 2026, for completing the portion of the rehabilitation development work under this grant.

- B. The Municipal staff has committed that, prior to the Municipality executing this grant project, the Municipality and ROSSIA will enter into a separate grant agreement to guarantee ROSSIA's involvement and satisfaction of the CLG Grant match requirement.

PASSED AND APPROVED unanimously by the Anchorage Historic Preservation Commission on this 15th day of August 2024.

ADOPTED by the Anchorage Historic Preservation Commission on this 15th day of August 2024.

Craig H. Lyon
Secretary

Bryce K. Klug, AIA
Chair

DRAFT REVISION



Municipality of Anchorage
Planning Department
Memorandum



IV.B.

Date: August 15, 2024
To: Historic Preservation Commission
From: Tom Davis, AICP, Historic Preservation Officer
Subject: Priority Sites for Nominations to Local Landmark Register - Update

Following is an updated list and work draft status update for the initial batch of priority sites for nomination to the Local Landmark Register. This list reflects the Commission's prioritization discussions as of July 18.

A working draft spreadsheet table that provides information and progress status for each nomination effort is available in the HPC shared OneDrive folder, in the Local Landmark Register subfolder. Commissioners are invited to provide comments and advice regarding the information in the table and make updates to the information.

Privately Owned and Nominated Sites

- a. Alaska Native Heritage Center (recommended for listing by HPC and PZC)

Municipal Properties Listed on National Register

- b. Cottage 25
- c. Anchorage Cemetery
- d. Old City Hall
- e. Oscar Anderson House
- f. Pioneer School House

Native Village of Eklutna/Eklutna Inc. Sites:

- g. Eklutna Knobs
- h. Old Saint Nicholas Russian Orthodox Church

Dena'ina Sites on Municipal Land:

- i. Nuch'ishtunt (Point Woronzof) Village Site
- j. Peters Creek (Birchwood) Village Site (only the portion on municipal parkland)

Historic Districts:

- k. Girdwood Old Townsite
- l. Lake Hood Floatplane Base

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Municipality of Anchorage
Planning Department
Memorandum



Date: August 15, 2024
To: Historic Preservation Commission
From: Tom Davis, AICP, Historic Preservation Officer
Subject: Peratrovich Park Site Plan Review

Peratrovich Park, which includes the Historic City Hall and Log Cabin Visitors Center on south side of 4th Avenue, is undergoing municipal site plan review by the Municipality for some improvements to the park design, with the decision-making body being the municipal Urban Design Commission (UDC).

R&M Engineering, the firm that the Parks and Recreation Department has retained to bring the proposed site plan through the municipal approval process has requested to appear before the HPC this month, to brief the HPC on the project and get any feedback HPC members may have.

No formal HPC Resolution or letter is required; they are happy with verbal feedback. It is the understanding of municipal staff that the improvements to the park do not touch either of the buildings.

Attached (in this packet) as a background reference is a copy of the Historic Preservation Easement on the property.

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PRESERVATION AND CONSERVATION EASEMENT
(Old City Hall - Anchorage, Alaska)

8-29-95

THIS PRESERVATION AND CONSERVATION EASEMENT (herein the "EASEMENT"), is made by and between the following parties:

1. GRANTOR:

MUNICIPALITY OF ANCHORAGE (herein "Grantor")

2. GRANTEE:

ANCHORAGE HISTORIC PROPERTIES, INC., an Alaska non-profit corporation; (herein "Grantee" or "AHPI");

3. RECITALS: This Easement is made with reference to and incorporates the following facts and objectives:

3.1 Grantor. The Grantor MUNICIPALITY OF ANCHORAGE is organized as a municipal corporation under the laws of the State of Alaska; the Grantor HERITAGE LAND BANK, INC. is organized as a quasi-municipal, nonprofit corporation under the laws of the State of Alaska.

3.2 Grantee. The Grantee is organized as a non-profit corporation under the laws of the State of Alaska, and is qualified as a tax exempt, charitable entity by the Internal Revenue Service pursuant to IRC § 170(h) and Treasury Regulations 1.170A-14.

3.3 Premises:

This Easement affects the following real property:

North one-half (N 1/2) of Block Forty-two (42), ORIGINAL TOWNSITE OF ANCHORAGE, within the Anchorage Recording District, Third Judicial District, State of Alaska and building situated thereon.

This property includes the lawns, shrubs, trees, walkways and bandstand area, all collectively referred to as the "PREMISES".

3.4 Old City Hall Building. Situated on the Premises is a structure known as the Old City Hall Building, which specifically

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includes the old fire hall located in the west end of the Old City Hall Building, all of which is referred to herein as the "BUILDING". This Easement applies to the "Historical Features" of the entire Building.

3.5 Visitors Log Cabin Building. Situated on the northwest corner of the Premises is a log structure presently used as a tourist visitor center, and referred to herein as the "Visitors Log Cabin". This Easement does not apply to the Visitors Log Cabin, except for some maintenance and use limitations as herein provided in Articles 8.3, 9, 10.2, and 13.5.

3.6 Lawn Space. The lawn space to the front (north) and the sides of the Building shall remain as open space. The lawn space has historically been open, public space and is part of the original town plan as platted by the Alaska Engineering Commission in 1915. The lawn space is included in the boundaries designated on the National Register of Historic Places (North half of Block 42, Original Townsite). To construct new buildings on the open space would severely damage the historical context and integrity of the historic site, endangering Old City Hall's designation on the National Register of Historic Places.

3.7 Historic Features. Those features of the Premises and the Building to which this Easement applies are referred to as the "HISTORIC FEATURES" and are described in the incorporated Exhibits A - J. *

3.8 Objective. It is the objective that this Easement shall be a prior, paramount and perpetual easement on both the Premises and the Building, senior to all other interests in the Premises or Building.

3.9 Historic Resource. On June 11, 1980, the Old City Hall Building was given a preliminary determination of "certified historic structure" by the United States, Department of the Interior.

3.10 Significance. The Premises and the Building are significant to the history, architecture and culture of Anchorage and are important elements of the original Anchorage townsite and the history of the Municipality of Anchorage.

3.11 Historic Values. The parties recognize that, the grant of this Preservation and Conservation Easement will assist in

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preserving and maintaining the historic and cultural values of the Premises, the Building, and the surrounding land area.

4. **GRANT:** In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, and the mutual objectives herein contained, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey to Grantee a preservation and conservation easement in gross, in perpetuity, in and to the Premises, the Building, and the Historic Features of this Easement more particularly described in Art. 6.

5. **BINDING SERVITUDE.** This Easement shall constitute a binding servitude upon said Premises, Building, and Historic Features, running with the Premises, Building and Historic Features in perpetuity. Grantor covenants with Grantee to do and perform upon the Premises, the Building, and the Historic Features each of the covenants and stipulations described herein.

6. **DESCRIPTION OF EASEMENT.** The items and features which are the subject of this Easement are described as follows:

6.1 **Exterior Easement Features:**

- a. Area between sidewalk and primary (north) facade, including landscaping, curbs and steps.
- b. Entire primary (north) and east facade of original building and east portion of south facade, including exterior facade materials, doors, steel window sashes and frames, wrought iron window grilles and parapets.
- c. The entire west facade of the original building and the fire station.
- d. Entire primary facade of second floor addition including exterior materials and fenestration patterns.
- e. Historic exterior color scheme.

6.2 **Interior Easement Features:**

- a. **First Floor:** Entry vestibule, main lobby and open stairwell with skylight, original vault and door, and the open rooms to the east and west of

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the lobby, original arched openings, quarry floor tile, "antique plaster" wall finishes, stepped cove ceiling moldings, stained wall molding, stained doors, stair balusters and handrail, indirect light fixtures and interior window sills, vault doorway and door.

Spaces to the south of the main lobby include stained doors, stained wall molding, light fixtures, interior window sills and stepped cove ceiling moldings, patterned glass, stained cabinetry and dividers.

Interior steel window sashes and sills should be retained in first floor, east portion (originally fire house).

b. **Second Floor:** Stairwell, original skylight opening and upper stair hall (original glazed skylight glass will be repaired and maintained), and original, painted hollow metal door frames with shaped profile will be retained. Also, interior window frames and sills should be retained and new interior partitions should not be placed in front of the openings.

c. Historic interior color scheme.

6.3 **Photographs and Affidavits.** In order to precisely describe the full extent of the Historic Features which are the subject of this Easement the following exhibits shall be incorporated herein:

(a) **Exterior Historic Features:**

- * **Exhibit A: NORTH SIDE.** A set of photographs depicting the exterior Historic Features of the front or north side of the Building, the Visitors Log Cabin, and the surrounding Premises on the date of execution of this Easement.
- * **Exhibit B: AFFIDAVIT.** An affidavit specifying certain technical and locational information relative to Exhibit A photographs.

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- * **Exhibit C: SOUTH SIDE.** A set of photographs depicting the exterior Historic Features of the back or south side of the Building and the surrounding Premises as of the date of execution of this Easement.
- * **Exhibit D: AFFIDAVIT.** An affidavit specifying certain technical and locational information relative to Exhibit C photographs.
- * **Exhibit E: EAST SIDE.** A set of photographs depicting the exterior Historic Features of the east side of the Building and the surrounding Premises on the date of execution of this Easement.
- * **Exhibit F: AFFIDAVIT.** An affidavit specifying certain technical and locational information relative to Exhibit E photographs.
- * **Exhibit G: WEST SIDE.** A set of photographs depicting the exterior Historic Features of the west side of the Building, the Visitors Log Cabin and the surrounding Premises as of the date of execution of this Easement.
- * **Exhibit H: AFFIDAVIT.** An affidavit specifying certain technical and locational information relative to Exhibit G photographs.

(b) Interior Historic Features:

- * **Exhibit I:** A set of photographs depicting the interior Historic Features of the Building on the date of execution of this Easement, as described in Art. 6.2 above.
- * **Exhibit J:** An affidavit specifying certain technical and locational information relative to Exhibit I photographs.

7. AIR RIGHTS. Grantor specifically grants and conveys to Grantee all and the whole of the air rights above the Premises and Building. As used herein, the term "air rights" means the legal right or opportunity to construct or to prohibit construction of buildings or structures in the air space above the Premises or Building.

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| Grantor | _____ |
| Grantee | <u>JJ</u> |

8. **GRANTOR'S COVENANTS.** Grantor covenants to do (or to refrain from doing as the case may be) upon the Premises, the Building, and the Historic Features, each of the following:

8.1 **Demolition.** Not to demolish, remove or raze the Building or the Historic Features.

8.2 **Permission Required.** Not to undertake any of the following actions without the prior express written permission of the Grantee, signed by a duly authorized representative thereof:

8.2.1 **Height.** Increase or decrease the Building's height.

8.2.2 **Structure.** Adversely affect the structural soundness of the Building or Historic Features.

8.2.3 **Standards.** Do or allow any construction which violates the Secretary of the Interior's Standards for Rehabilitation for Historic Properties.

8.2.4 **Alteration of Historic Features.** Permit any significant reconstruction, repair, repainting or refinishing of the Historic Features that alters their state from its present condition. This subsection shall not preclude ordinary maintenance pursuant to Art. 8.3 below;

8.2.5 **Encroachments.** Erect, construct, or move anything onto the Premises or into the Building that would be incompatible with their historic or architectural character or that of the Historic Features described herein.

8.3 **Maintenance.** Grantor agrees to maintain the Premises, Building, and the Historic Features, as well as the Visitors Log Cabin, in a good and sound state of repair, and to maintain their structural soundness and safety. Subject to the casualty provisions of Articles 13 and 14, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction of the Building (but not the Visitors Log Cabin) whenever necessary to have the Historic Features of the Premises and the Building at all times appear to be and actually be the same as depicted in the incorporated Exhibits A - J. *

8.4 **Other Structures.** No buildings or other structures shall be placed or erected on the Premises without the Grantee's prior written consent. Temporary structures required for the maintenance

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or rehabilitation of the Premises or Building, such as construction trailers, may be permitted by Grantee.

8.5 Satellite Dishes and Other Fixtures. No permanent fixtures or trade fixtures, including satellite receiving dishes, microwave dishes, antennas and similar outside devices, not presently in place shall hereafter be erected or placed on the Premises or Building.

8.6 Signs. No signs, billboards, awnings or advertisements shall be displayed or placed on the Premises or the Building; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, erect or allow any tenant to erect, such signs or awnings as are compatible with the preservation and conservation purposes of this easement and appropriate to identify the Premises and Building and any activities on the Premises or in the Building. Such approval from Grantee shall not be unreasonably withheld. Signs of the character and size presently on the Building as of the date of this Easement and which are limited to identifying the Tenants therein and their activities shall be permitted.

9. PUBLIC VIEW. Neither Grantor nor its tenants shall erect or place anything on the Premises, the Building, or the Visitors Log Cabin, which would prohibit the exterior Historic Features from being visible from adjacent streets and sidewalks.

10. PUBLIC ACCESS.

10.1 Exterior. Grantor shall make the premises and exterior lawns and band stand area accessible for public use at all reasonable times subject to Municipal ordinances and regulations.

10.2 Reproductions. The Grantee may make photographs, drawings or other representations documenting the significant historical, cultural or architectural character and features of the Premises, Old City Hall and Visitors Log Cabin, and distribute them to magazines, newsletters or other publicly available media, or use them in any of its efforts or activities for the preservation and conservation of Anchorage's heritage. Grantee will provide to Grantor a free copy of any publications, news articles or other print documents made available to the public.

11. STANDARDS FOR REVIEW. In exercising any authority created by the Easement to inspect the Premises, the Building, or the Historic Features, to review any construction, alteration, repair or

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maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter the "Standards") and/or state or local standards considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically, architecturally or culturally significant areas. A copy of the Standards is incorporated as Exhibit K.* In the event the Standards are abandoned or otherwise become, in the judgment of the Grantor and Grantee, inappropriate for the purposes set forth above, the parties may agree in writing on reasonable alternative standards or Grantor may utilize the Standards as they existed at the time of the making of this Easement.

12. PROMPT REPORT OF CASUALTY DAMAGE OR DESTRUCTION. In the event that the Premises or Building or any part thereof shall be damaged or destroyed by casualty, the Grantor shall notify the Grantee, in writing, within a reasonable time, not to exceed ten (10) days, of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval of the work.

13. PARTIAL OR TOTAL DESTRUCTION.

13.1 Partial Destruction. If the Building is partially destroyed from any cause it shall be repaired in accordance with the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (the "Standards") issued by the Secretary of the Department of the Interior as then in effect. Restoration in compliance with current Municipal Building and Zoning Codes is not required by this Easement. Partial destruction is defined as being less than fifty (50%) percent of the fair market value of the Building.

13.2 Total Destruction. If the Building is totally destroyed from any cause the owners and/or Grantor will not be required to repair the Building to the Standards. If owner and/or Grantor elect not to repair the Building to the Standards, then this Easement shall terminate without compensation to Grantee, and shall no longer bind the Premises or the Building or any subsequent

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building(s) thereon. Total destruction is defined as being more than fifty (50%) percent of the fair market value of the Building.

13.3 Insurance Proceeds. If the destruction is partial, then any insurance proceeds available shall be used for restoration. If the destruction is total, then any insurance proceeds need not be used for restoration. If owner or Grantor elects not to restore and reconstruct then insurance proceeds actually collected for the Premises will be allocated entirely to owner or Grantor, and Grantee's interest in the Premises, the Building, and this Easement, shall be terminated, whereupon Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the Land Records.

13.4 Partial or Total Destruction Decision. Grantor and Grantee shall both make the decision, subject to the rights of mortgagees on the Premises and Building, of whether or not the Building has been partially or totally destroyed. If the Grantor and Grantee cannot agree as to the Fair Market Value, such decision shall be determined by arbitration as specified herein.

13.5 Visitors Log Cabin. If for any reason whatsoever the present Visitors Log Cabin is no longer used for visitor information purposes, the site shall revert to open lawn space as part of the Premises under this Easement.

14. CONDEMNATION.

14.1 Partial. If the Premises or Building are partially taken by eminent domain or partially conveyed pursuant to a bonafide threat of condemnation, the condemnation proceeds shall be used to reconstruct and restore the remaining portion of the Premises and/or Building if that is feasible. If restoration of the remaining portion is not feasible, then such proceeds shall be allocated as follows:

| <u>Party</u> | <u>Premises</u> | <u>Building</u> |
|---------------|-----------------|-----------------|
| Grantor/owner | 75% | 75% |
| Grantee | 25% | 25% |

14.2 Total. If the Premises or Building are totally taken by eminent domain or conveyed pursuant to a bonafide threat of condemnation, this Easement shall terminate entirely, and 100% of the condemnation proceeds shall be allocated to Grantor/owner.

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| | <u>Initials</u> |
| Grantor | <u>SD</u> |
| Grantor | <u> </u> |
| Grantee | <u>JJ</u> |

15. GRANTEE'S COVENANTS. The Grantee hereby warrants and covenants that:

15.1 Successor to Grantee. If the Grantee shall at any time in the future cease to exist or become the fee simple owner of the Premises, Grantee agrees, that if it does make a subsequent conveyance of the Premises to another entity subject to this Easement, then this Easement shall be retained by Grantee or conveyed to a similar unit of federal, state or local government or local or national organization whose purposes include the preservation or conservation of historical, cultural, or architectural resources.

15.2 Transfer of Easement. Grantee may, at its discretion and without prior notice to Grantor, convey, assign or transfer this Easement to a unit of federal, state or local government or to a similar local, state or national organization whose purposes include preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the preservation and conservation purposes for which the Easement was granted will continue to be carried out.

15.3 Standard. Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement.

16. INSPECTION. Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to inspect the Premises, the Building and the Historic Features. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Building and the Visitors Log Cabin to ensure maintenance of structural soundness and safety. Inspection of the interior will not, in the absence of evidence of emergency or deterioration, take place more often than annually, and may involve reasonable testing of interior structural condition. Inspection shall be at a time mutually agreed upon, and Grantor covenants not to unreasonably withhold its consent in determining a date and time for such inspection.

17. REMEDIES. In addition to any remedies now or hereafter provided at law or in equity, either Grantor or Grantee may,

17.1 Injunction. Institute suits to enjoin any violation by temporary, preliminary and/or permanent injunction, including prohibitory and/or affirmative injunctive relief, and to require

| | |
|---------|-----------------|
| | <u>Initials</u> |
| Grantor | <u>AW</u> |
| Grantor | <u>AW</u> |
| Grantee | <u>JF</u> |

the restoration of the Premises, Building and Historic Features to the condition and appearance required under this instrument; and

17.2 Repair. After written notice and a failure to act, make all required repairs for the other party's account and bill the other party.

17.3 Cumulative. Exercise by Grantee or Grantor of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

18. NOTICE FROM GOVERNMENT AUTHORITIES. Grantor shall, within 10 days after receipt, deliver to Grantee copies of any notice, demand, or letter, received by Grantor from any government authority which may adversely affect ownership of the property or this Easement. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with or response to such notice, demand, or letter.

19. SUCCESSORS. This Easement shall extend to and be binding upon and benefit the Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the Premises by reason of a bona fide transfer of interest.

20. RECORDING. Grantee shall pay the cost of recording this instrument. This instrument is effective only upon recording in the Anchorage Recording District, Third Judicial District, State of Alaska. Because of the volume and difficulty of copying Exhibits A - K,* those exhibits will not be recorded with this Easement. However, a conformed or executed copy of this Easement, including *Exhibits A - K will be kept on file in the offices of Grantee, and available for public inspection and copying during business hours. Both parties shall have fully executed copies of this Easement and all Exhibits.

21. EXISTING LIENS. Grantor warrants to Grantee that no lien or encumbrance exists on the Premises as of the date hereof. Grantor shall immediately cause to be satisfied or released any lien or claim of lien that may hereafter come to exist against the Premises

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|---------|-----------------|
| | <u>Initials</u> |
| Grantor | <u>ME</u> |
| Grantor | _____ |
| Grantee | <u>JJ</u> |

which would have priority over any of the rights, title or interest of Grantee and this Easement.

22. SUBORDINATION OF MORTGAGES AND LEASES. Grantor and Grantee agree that all future mortgages, leases and rights in the property shall be subject and subordinate at all times to this Easement and to the rights of the Grantee to enforce the purposes of this Easement. Grantor shall provide a copy of this Easement to all future mortgagees and lessees of the Premises and Building.

23. PROTECTION FOR MORTGAGEES. Except as specifically noted herein, the following provisions apply to all mortgagees now existing or hereafter holding a mortgage on the Premises:

23.1 Loss Proceeds. If a mortgage grants to a future mortgagee the right to receive the proceeds of condemnation proceedings arising from threat of or the actual exercise of the power of eminent domain as to all or any part of the Premises or Building or the right to receive insurance proceeds as a result of any casualty, hazard or accident occurring to or about the Premises or Building, such mortgagee shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to Grantee.

23.2 Rents. If a future mortgagee has received an assignment of the leases, rents and profits of the Premises or Building as security or additional security for a loan, then the future mortgagee shall have a prior claim to the leases, rents and profits of the Premises or Building, and such future mortgagee shall be entitled to receive the same in preference to Grantee until said future mortgagee's debt is paid off, notwithstanding that the future mortgage is subordinate to the Easement. Any excess leases, rents and profits over mortgage repayment shall belong solely to Grantor.

23.3 Mortgagee's Obligation. Until a future mortgagee or purchaser at foreclosure obtains ownership of the Premises and Building following foreclosure of its mortgage or deed in lieu of foreclosure, the mortgagee or purchaser shall have no obligation or liability under the Easement.

23.4 Notice to Cure. Before exercising any right or remedy resulting from breach of the Easement except the right to enjoin a violation hereof, Grantee shall give all mortgagees of record written notice describing the default, and the mortgagees shall

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| | <u>Initials</u> |
| Grantor | <u> </u> |
| Grantor | <u> </u> |
| Grantee | <u> </u> |

have twenty (20) days thereafter to cure or cause a cure of the default.

23.5 No Extinguishment. Nothing contained in the above paragraphs or in the Easement shall be construed to give any mortgagee the right to extinguish this Easement by taking title to the Premises by foreclosure or otherwise.

23.6 Definition. As used in this Preservation and Conservation Easement the term mortgage shall include deeds of trust and security agreements and the term mortgagee shall include beneficiaries under a deed of trust or secured parties under a Security Agreement.

24. PLAQUES. Grantee may provide and maintain a plaque on the Historic Features of the Building, or on the portion of the Premises adjacent to the sidewalk adjoining the Premises, or in the interior entry area, giving notice of the history and significance of the Building or the Premises and the existence of this perpetual preservation and conservation easement.

25. TAXES. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges, sewer service charges, and other charges which may become a lien on the Premises.

25.1 Grantee's Right to Pay. Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition or lien asserted against the Premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture.

25.2 Lien for Grantee's Payment. Such payment, if made by Grantee, shall become a debt due and payable from Grantor to Grantee, and shall become a lien on the title to the Premises and Building of the same priority as the item not paid would have had, and shall bear interest until paid by Grantor at the rate of 10.5% per annum.

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| Grantor | <u> </u> |
| Grantee | <u> </u> |

26. INSURANCE.

26.1 Fire. The Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's for the Full Replacement Value against loss from the perils commonly insured under standard fire and extended coverage policies. "Full Replacement Value" shall be defined as follows:

26.1.1 Full Replacement Value. If the Buildings are insured under a policy of insurance which provides that the insurance carrier may or shall determine "full replacement value" or "replacement value" or the "value" of the insured Premises, then that value set by the insurance company shall be "Full Replacement Value" for the purposes of this section, provided this value may NOT be less than the assessed value of the improvements as assessed by the Municipality of Anchorage or its successor for tax purposes.

26.1.2 Amount. If the insurance policy does not contain such a clause, then Full Replacement Value shall mean the amount needed to reconstruct the Building as it was prior to the loss. If the parties are unable to agree on the amount, the amount shall be set by arbitration as herein provided

26.2 Liability. Grantor is self insured. However, Grantor shall require that any tenant carry comprehensive general liability insurance against claims for death or personal injury, not less than \$1,000,000 for all persons, \$1,000,000 for any one person and \$100,000 property damage. Such insurance shall name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, the Grantor shall provide the Grantee with all insurance binders in their possession, plus written authorization to review and obtain copies of all such insurance policies. The Grantee shall have the right to provide insurance at the Grantor's cost and expense, should the Grantor fail to obtain same. In the event the Grantee obtains such insurance, the cost of such insurance shall become a debt due and payable from Grantor to Grantee, and shall be a lien on the Premises until repaid by the Grantor, and shall bear interest at 10.5% per annum.

27. WRITTEN NOTICE. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be sufficient if done in writing and either mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered, as follows:

| | |
|---------|-----------------------------|
| | <u>Initials</u> |
| Grantor | <u> </u> |
| Grantor | <u> </u> |
| Grantee | <u> </u> |

GRANTOR: MUNICIPALITY OF ANCHORAGE
P.O. Box 196650
Anchorage, Alaska, 99501

HERITAGE LAND BANK
Anchorage, Alaska 99501

GRANTEE: ANCHORAGE HISTORIC PROPERTIES, INC.
645 West Third Ave.
Anchorage, Alaska 99501

Each party may change its address set forth herein by written notice to such effect to the other party.

28. **EVIDENCE OF COMPLIANCE.** Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor herein.

29. **EXTINGUISHMENT.** Grantor and Grantee hereby recognize that an unexpected change in the condition surrounding the Premises may make impossible the continued ownership or use of the Premises or Building for the preservation and conservation purposes and necessitate extinguishment of the Easement. Such an extinguishment must comply with the following requirements:

29.1 **Sharing of Proceeds.** Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in an amount equal to twenty-five (25%) percent of the net proceeds.

29.2 **Grantee's Use.** Grantee agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other buildings, structures or sites having historical, architectural, cultural, or aesthetic value and significance to the people of the Municipality of Anchorage, Alaska.

29.3 **Net Proceeds.** Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale by Grantor of all or any portion of the Premises or Building in which sale Grantee consents to the extinguishment of this Easement. Net proceeds shall specifically not include any preferential claim of a mortgagee under Art. 23. Any such sale

Initials
Grantor
Grantor
Grantee

shall be done in a commercially reasonable manner as that term is defined in the Uniform Commercial Code of Alaska.

30. STIPULATED VALUE OF GRANTEE'S INTEREST. Grantor acknowledges that upon execution and recording of this Easement, Grantee shall be immediately vested with a real property interest in the Premises and Building and that such interest of Grantee shall have a stipulated fair market value of twenty-five percent (25%), of the whole fair market value of the property for purposes of allocating net proceeds in an extinguishment pursuant to Art. 29.

31. ARBITRATION. If the parties are unable to agree upon the interpretation or effect of any provision hereof or the resolution of any dispute hereunder then the matter shall be resolved by arbitration in accordance with the rules and procedures of the American Arbitration Association, and as follows:

31.1 Commencement. The date when either party notifies the other in writing that it is unable to agree with the other will be the "commencement date" from which all periods of time mentioned in this paragraph shall be measured.

31.2 Arbiters. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an independent arbitrator. If either party fails to make such a nomination, the arbitrator nominated shall, within five (5) days after default by the other party, appoint and associate with him another independent arbitrator.

31.3 Umpire. If the two arbitrators designated by the parties, or selected after the default of one party, are unable to agree, they shall appoint another independent arbitrator to be umpire between them, if they can agree on such person. If they are unable to agree on such umpire, then each arbitrator previously appointed shall nominate two independent arbitrators and from the names of the two persons so nominated one shall be drawn by lot by any judge or any court of record and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two arbitrators to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the arbitrators.

31.4 Decision. The arbitrators shall, within twenty (20) days following appointment, hold a hearing and consider the arguments

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| | <u>Initials</u> |
| Grantor | <u>[Signature]</u> |
| Grantor | <u>[Signature]</u> |
| Grantee | <u>[Signature]</u> |

and exhibits of both parties, and shall unanimously decide the issues submitted within 50 days of their appointment, or in the case of their disagreement, then such decision shall be made by the umpire.

31.5 Binding. Such decision shall be final and binding, and may be enforced in any competent court.

31.6 Expenses. The expenses and fees of such arbitration shall be borne equally by the Grantor and Grantee.

32. INTERPRETATION AND ENFORCEMENT. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

32.1 Uphold Easement. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein contained.

32.2 Obligations of Successors. This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or then have an interest in the Premises. Anything contained herein to the contrary notwithstanding, a person shall have no further obligation pursuant to this instrument when such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Premises by reason of a bona fide transfer for full value. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign hereof, and the word "Grantee" shall include all such successors and assigns.

32.3 Development Rights. To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to use more intensive (in terms of height, bulk or other objective criteria regulated by such ordinances) than the Premises are devoted as of the date hereof, such development rights shall not be exercisable in a manner detrimental to this Easement during the

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| Grantor | <u> </u> |
| Grantee | <u> </u> |

term of the Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the preservation and conservation purposes of the Easement.

32.4 Amendment. For purposes of furthering the preservation of the Premises and Buildings and of furthering the other purposes of this instrument, and to meeting changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing without notice to any other party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the preservation and conservation purposes of the donation, nor shall it deprive any mortgagee of any protection granted by this Easement. Such amendment shall become effective upon recording among the land records of the recording district in which the property is located.

32.5 Survival. It is the intent of the parties to agree to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by the person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability or any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

32.6 Conflicts. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.

32.7 Integration. This Easement reflects the entire agreement of the parties. Any prior or simultaneous correspondence, understandings, agreements and representations are null and void upon execution hereof, unless set out in this instrument.

33. INCORPORATED EXHIBITS. Incorporated herein by reference are the following exhibits:

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| | <u>Initials</u> |
| Grantor | <u> </u> |
| Grantor | <u> </u> |
| Grantee | <u> </u> |

- * EXHIBIT A: NORTH SIDE PHOTOS.
- * EXHIBIT B: AFFIDAVIT REGARDING EXHIBIT A.
- * EXHIBIT C: SOUTH SIDE PHOTOS.
- * EXHIBIT D: AFFIDAVIT REGARDING EXHIBIT C.
- * EXHIBIT E: EAST SIDE PHOTOS.
- * EXHIBIT F: AFFIDAVIT REGARDING EXHIBIT E.
- * EXHIBIT G: WEST SIDE PHOTOS.
- * EXHIBIT H: AFFIDAVIT REGARDING EXHIBIT G.
- * EXHIBIT I: INTERIOR FEATURES.
- * EXHIBIT J: AFFIDAVIT REGARDING EXHIBIT I.
- * EXHIBIT K: Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings

IN WITNESS WHEREOF, Grantor has caused this Preservation and Conservation Easement to be executed, sealed and delivered; and Grantee has caused this instrument to be accepted, sealed and executed in its corporate name.

GRANTOR:

MUNICIPALITY OF ANCHORAGE

By *Larry D Crawford*
 Title Municipal Manager

GRANTEE:

ANCHORAGE HISTORIC PROPERTIES, INC.

By *Julie Johnson*
 Julie Johnson, Executive Director

****ACKNOWLEDGMENTS FOLLOW ON PAGE 20****

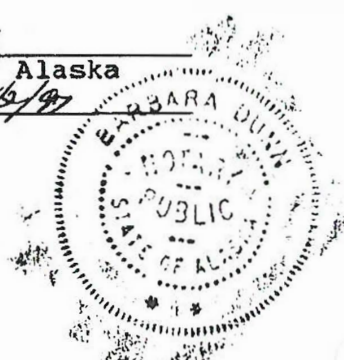
* INTENTIONALLY NOT ATTACHED PER PARAGRAPH 20.

| | |
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| | <u>Initials</u> |
| Grantor | <u><i>LLC</i></u> |
| Grantor | <u> </u> |
| Grantee | <u><i>JJ</i></u> |

STATE OF ALASKA)
) ss.
THIRD DISTRICT)

The foregoing instrument was acknowledged before me this 30th day of August, 1995, by Jerry D. Crawford, the Municipal Manager of the MUNICIPALITY OF ANCHORAGE, on behalf of said entity.

Barbara Quinn
Notary Public in and for Alaska
My Commission expires: 5/2/97

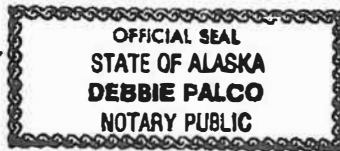


STATE OF ALASKA)
) ss.
THIRD DISTRICT)

The foregoing instrument was acknowledged before me this 30th day of August, 1995, by JULIE JOHNSON, the Executive Director of ANCHORAGE HISTORIC PROPERTIES, INC., on behalf of said entity.

Debbie Falco
Notary Public in and for Alaska
My Commission expires: 3/4/98

SEND ORIGINAL TO:
ANCHORAGE HISTORIC PROPERTIES, INC.
645 W. 3rd AVE.
ANCHORAGE, AK 99501



95- 040957
72 ccc

ANCHORAGE REC. DISTRICT
REQUESTED BY **EAT.C.O.**

'95 AUG 31 AM 10 00

Initials
Grantor JDC
Grantor _____
Grantee JJ

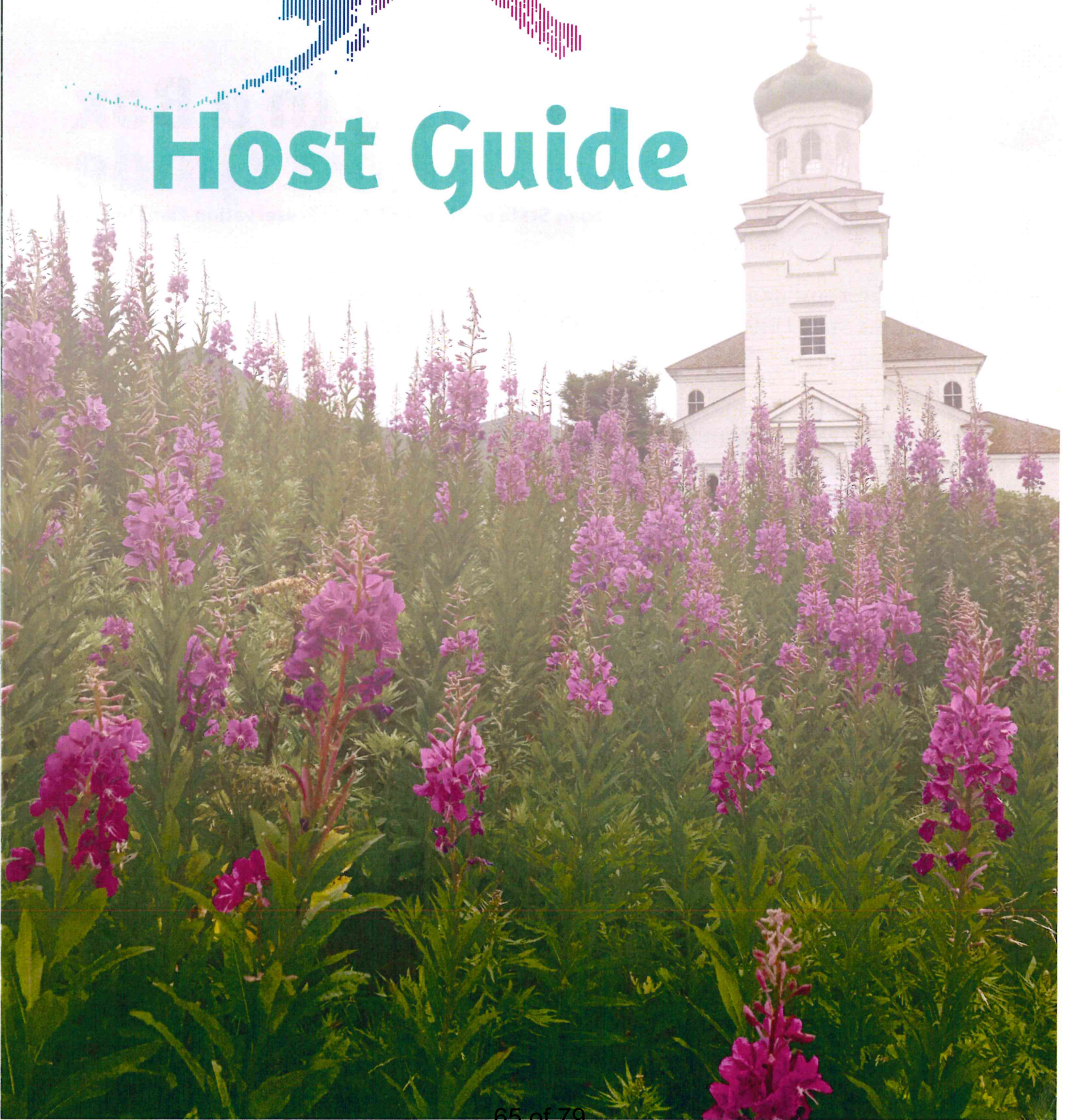


Alaska Historic Preservation Plan

SAVING OUR PAST: FOR A RESILIENT FUTURE

2025-2034

Host Guide





Alaska Historic Preservation Plan
**SAVING OUR PAST:
FOR A RESILIENT FUTURE**
2025-2034

Meeting in a Box Host Guide

2024 State of Alaska Historic Preservation Plan Update

Thank you for hosting an Alaska Statewide Historic Preservation *Plan Meeting in a Box*. While the Alaska State Historic Preservation Office leads the statewide plan update effort, the process depends on your input.

Your input today will help identify issues about historic preservation that need to be addressed within the updated plan. Moreover, your voice will inform the Statewide vision for the future of preservation in Alaska—along with goals and objectives—so that preservation challenges can be met and overcome at the community and state level.

We encourage you to stay involved in the planning process by visiting <https://dnr.alaska.gov/parks/oha/planning/savingourpast.htm> and comment on drafts.

Sincerely,

The Alaska Statewide Historic Preservation Planning Team
& The Alaska State Historic Preservation Office



The Office of History and Archaeology (OHA) &
Alaska's State Historic Preservation Office (SHPO)



Host Guide

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Hosting your Meeting.....page 4-7
Tips for a Successful Meeting.....page 4-5
Return Instructions.....page 7



Utqiagvik Presbyterian Church, Barrow

Getting Started



1. Invite

The *Meeting in a Box* is designed to help you incorporate the meeting exercises into a usual meeting of your commission, organization, or group, or host a separate meeting specifically to provide input for the Statewide Preservation Plan update.

1. Set Up

Select a location where all participants can comfortably sit in a circle or around a table. Have enough pens, participant worksheets, and other materials available.

2. Facilitate & Encourage

As the “host” of this discussion, your role is to ensure that:

- There are enough copies of the Participant guides (make new copies as needed)
- Everyone has a chance to say something
- No one dominates the conversation
- The discussion stays on topic
- Someone is taking notes on the conversation and filling in the host worksheet, and
- The group can summarize their top ideas for each question.

These meetings are designed to encourage active group conversations. If you are hosting a large meeting, we suggest you break into smaller groups of no more than 5-10 people and ask for a note taker/recorder and facilitator for each group. Breaking into small groups is not required, but it means people can

join more fully in the conversation.

As the meeting host, you are also a participant and should share your opinions as an equal member of the discussion.

To help, this workbook will guide you through the agenda, the warm up question, and three rounds of discussion.

If your group has limited time together, the length of this meeting can be adjusted by eliminating questions.

3. Return

- All worksheets and notes.
- Label your package with host name and contact information, organization (if applicable), and meeting date.
- Be sure to return your meeting results by the date on your cover letter, so that your meeting results and feedback can inform the Draft Alaska Statewide Historic Preservation Plan update.



Hosting Your Meeting

The following exercises can be customized for the size of your group / organization and the amount of time you have. The following are suggestions to help facilitate a successful meeting. Feel free to adapt this outline to fit your group. A Host Worksheet is included in this packet to help keep your meeting on track and to summarize your notes.

Agenda. (45-90min)

1. Welcome, Introductions & Warm-up Activity (10-20 min)
2. Three engagement exercises (30-60 min)
3. Final Conclusions (5-10 min)

1. Welcome, Introductions & Warm-up Activity (10 - 20 min)

Pass around the sign-in sheet

Warm-Up Activity:

“This is a warm up exercise to get us thinking about our passions and priorities for historic preservation.”

Pick one of the three warm-up questions to discuss as a group.

1. What is one Alaska place, location, or site that you want preserved to pass on to the next generation?
2. What value does historic preservation have within your community now or in the future?
3. What is your favorite memory of a historic or cultural place?



The Office of History and Archaeology (OHA) & Alaska's State Historic Preservation Office (SHPO)



Tips for hosting a successful meeting

Engage the Full Group.

1 Don't let one or two participants dominate the discussion. You can change the group dynamics easily: Avoid eye contact with more vocal members and engage more reserved group members by asking questions like, “What do you think about that?”

Stay Focused on the

2 Question. Maintain gentle control of the conversation and meeting. If group members wander off the topic, remind them of the question/activity at-hand to get the group back on course.

Open-Ended

3 Statements. Some participants may be reluctant to share their ideas. But there are no “correct” answers, just different ideas. Encourage them to continue by asking questions such as, “Can you tell us what you mean by that?” or “What leads you to that conclusion?”

2a. Engagement Exercise #1 (10 - 20 min)

“As a group, we will pick the top three benefits that make historic preservation important to us, our organization or our community:”

1. ___ Allows for community focused public spaces
2. ___ Economic vitality
3. ___ Ensuring future generations have access to historical resources
4. ___ Good urban design
5. ___ The ability to teach/learn about Alaska’s history
6. ___ The ability to conduct historical research
7. ___ The preservation of cultural identity/ heritage
8. ___ The preservation of sacred places or space
9. ___ Other _____

Deep Dive:

“Discuss in your group why these three benefits are important to you, your organization or your community.”

If your group is large enough, divide your group in to three groups and assign each group one of the benefits you identified as important. Ask them to take notes on their discussion, then pull everyone back together and ask each group to share their findings.

If you have time, follow up with the question:

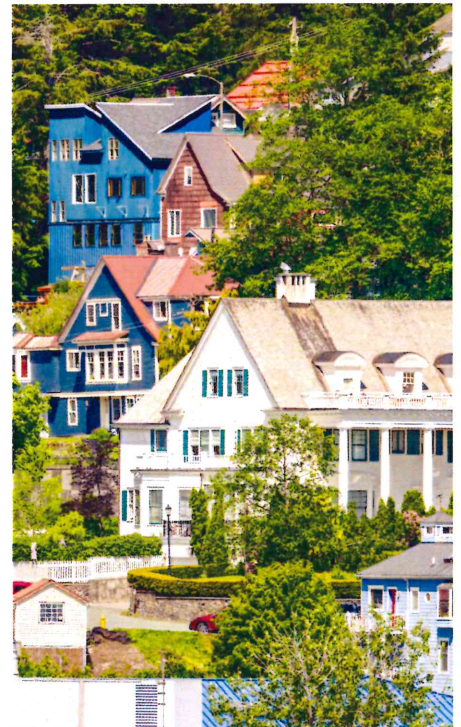
“How would these three benefits help promote historic preservation in Alaska.”

The Office of History and Archaeology (OHA) &
Alaska’s State Historic Preservation Office (SHPO)

tips continued...

4 Be comfortable with silence. Being the host/facilitator doesn’t mean you have to always talk. Your role is to encourage members to express their views and walk the group through the exercises. Group members may be slow to share their opinions but trust your participants. People learn best when engaged in active thinking, rather than passively listening to a presentation.

5 Non-exercise questions. Allow the group to try to answer the question and if the question isn’t answered, offer: “Let’s talk about that at the end of our session.”



Alaska Governor's Mansion, Juneau

Host Guide page 5



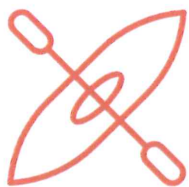
Bunker Hill, Unalaska

2b. Engagement Exercise #2 (10 - 20 min)

Explanation:

“As a group, we will complete an exercise that will pick the top three challenges to historic preservation our group sees.”

1. ___ Public does not value historic preservation enough
2. ___ Lack of understanding of existing and potential resources
3. ___ Low lawmaker interest in historic preservation
4. ___ Economy
5. ___ Too much emphasis on development
6. ___ In-and-out migration of rural communities
7. ___ Too many other priorities
8. ___ Not enough people do preservation work
9. ___ Climate Change
10. ___ Perception that new is better than old
11. ___ Safety concerns (code issues, school safety, etc.)
12. ___ Natural disasters
13. ___ Site vulnerability
14. ___ Housing needs, including affordability
15. ___ Gentrification and displacement
16. ___ Public infrastructure changes and needs
17. ___ Changes in worship, recreation, transportation, or cultural norms
18. ___ Other _____



Deep Dive:

“What could our community or group do to address these challenges to historic preservation?”

If your group is large enough divide your group in to three groups again and assign each group one of the challenges the group identified. Ask them to take notes on their discussion, then pull everyone back together and ask each group to share their findings.

2c. Engagement Exercise #3 (10 - 20 min)

Explanation:

Ask all participants to take 3-5 minutes to reflect and write on the following question. Reconvene the larger group. Ask people to share their reflections and thoughts.

“What resources does your group or community need to help strengthen local preservation efforts?”

3. Final Conclusions (5-10 min)

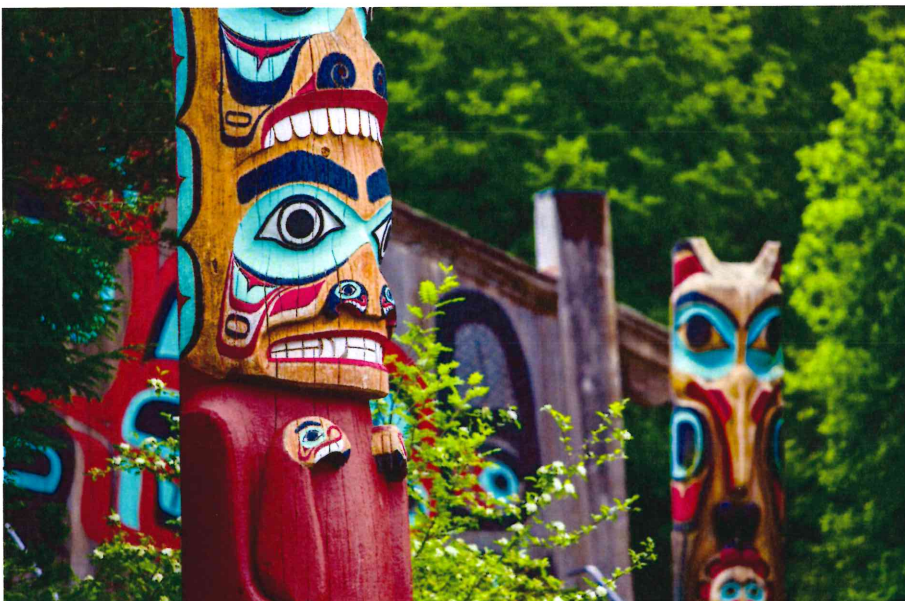
Meeting wrap-up.

Thank your participants for helping inform the Statewide Historic Preservation Plan and encourage them to stay connected to the process by visiting:

<https://dnr.alaska.gov/parks/oha/planning/savingourpast.htm>

Ask everyone to describe in one or two words how the *Meeting in a Box* experience worked for them. Note the answers on the Host Worksheet.

Collect Worksheets and group discussion notes. Complete the meeting host feedback questionnaire. Label your package with host name and contact information, organization (if applicable) and meeting date.



Saxman Totem Park, Saxman

The Office of History and Archaeology (OHA) &
Alaska's State Historic Preservation Office (SHPO)

Return Instructions:

Be sure to return your meeting results to The Alaska SHPO Statewide Historic Preservation Planning Team by the date on your cover letter, so that your meeting results and feedback can inform the Draft Alaska Statewide Historic Preservation Plan.

Please scan and send a digital copy of all materials to:

maria.lewis@alaska.gov

OR

Mail a printed copy to:

Maria Lewis

State Architectural Historian

Alaska State Historic Preservation
Office

Office of History & Archaeology
550 West 7th Avenue, Suite 1310,
Anchorage, AK 99501-3561

Please return the following:

- Host Worksheets
- Participant Worksheets
- Meeting Notes
- Host Evaluation
- Sign-In Sheets



Host Guide page 7



Alaska Historic Preservation Plan

SAVING OUR PAST: FOR A RESILIENT FUTURE

2025-2034

Participant Worksheets





Alaska Historic Preservation Plan
**SAVING OUR PAST:
FOR A RESILIENT FUTURE**
2025-2034

Meeting in a Box Participant Worksheets

Welcome & thank you!

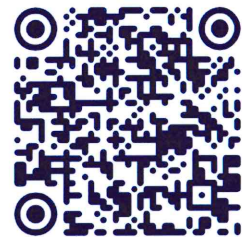
Thank you for participating in an Alaska Statewide Historic Preservation Plan *Meeting in a Box*. While the Alaska State Historic Preservation Office leads the statewide plan update effort, the process is dependent on input from people like you.

Your input today will help identify issues about historic preservation that need to be addressed within the updated plan. Moreover, your voice will inform the Statewide vision for the future of preservation in Alaska—along with goals and objectives—so that preservation challenges can be met and overcome at the community and state level.

We encourage you to stay involved in the planning process by visiting the Saving Our Past (alaska.gov) webpage and comment on drafts.

Sincerely,

The Alaska Statewide Historic Preservation Planning Team &
The Alaska State Historic Preservation Office



The Office of History and Archaeology (OHA) &
Alaska's State Historic Preservation Office (SHPO)



2a. Engagement Exercise #1

As a group, pick the top three benefits that make historic preservation important to you, your organization or your community:

1. ___ Allows for community focused public spaces
2. ___ Economic vitality
3. ___ Ensuring future generations have access to historical resources
4. ___ Good urban design
5. ___ The ability to teach/learn about Alaska's history
6. ___ The ability to conduct historical research
7. ___ The preservation of cultural identity/heritage
8. ___ The preservation of sacred places or space
9. ___ Other _____

Deep Dive:

After the group has identified the top three benefits, divide up into three groups and your group host will assign one to each group. Discuss in your group why that reason is important to you, your organization or your community.

Our group discussed #: _____

“How would this reason help promote historic preservation in Alaska?”

2b. Engagement Exercise #2

As a group, you will complete an exercise to rank the things your group sees as the biggest challenges to historic preservation.

As a group you will complete an exercise to rank the challenges to historic preservation that your group sees.

1. ___ Public does not value historic preservation enough
2. ___ Lack of understanding of existing and potential resources
3. ___ Low lawmaker interest in historic preservation
4. ___ Economy
5. ___ Too much emphasis on development
6. ___ In-and-out migration of rural communities
7. ___ Too many other priorities
8. ___ Not enough people do preservation work
9. ___ Climate Change
10. ___ Perception that new is better than old
11. ___ Safety concerns (code issues, school safety, etc.)
12. ___ Natural disasters
13. ___ Site vulnerability
14. ___ Housing needs, including affordability
15. ___ Gentrification and displacement
16. ___ Public infrastructure changes and needs
17. ___ Changes in worship, recreation, transportation, and other cultural norms
18. ___ Other _____

Deep Dive:

After the group has identified the top three challenges, divide up into three groups. The group host will assign one to each group. Discuss in your group what your community or group could do to address this challenge to historic preservation.

Our group discussed #: _____



Municipality of Anchorage

Planning Department

Memorandum



V.C.

Date: August 15, 2024
To: Historic Preservation Commission
From: Tom Davis, AICP, Historic Preservation Officer
Subject: New and Updated Project Consultation Requests

The Municipality has received the following new Section 106 project consultation requests. Materials are available on the HPC shared OneDrive folder, except for the last one (Port of Alaska Transit Shed) in which I am having issues downloading the project files from the project agency.

- **Hangar 5 improvement projects at JBER**
- **AMATS Downtown trail connection**
- **AMATS Campbell Creek crossing**
- **ANC (Anchorage International Airport) Gates N2 and N4 rehabilitation**
- **Port of Alaska Transit Shed**