

CITY OF PALMER, ALASKA
RESOLUTION NO. 114

TO AUTHORIZE THE ACCEPTANCE FROM THE STATE OF
TITLE TO, AND RIGHTS AND OBLIGATIONS OF,
THE PALMER MUNICIPAL AIRPORT.

WHEREAS, the State of Alaska is authorized by Section 02.15.070 A.S. to dispose of airports and air navigation facilities or portions of them, or interests in them, and

WHEREAS, the City of Palmer is a municipality authorized by the Alaska Municipal Airport Act, Chapter 14, SLA 1949, to acquire the same, and

WHEREAS, Chapter 110, SLA 1961, provides for approximately 60% rebate of aviation fuel tax to municipalities which own and operate an airport, and

WHEREAS, the Matanuska Valley Airmen's Association, Inc., has offered to enter into a satisfactory maintenance and management agreement with the City, and

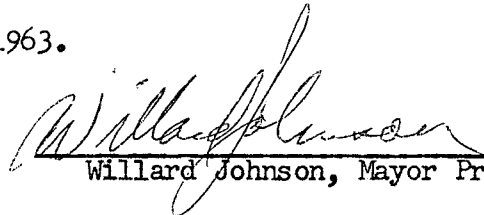
WHEREAS, it is believed that local ownership and control of the airport will result in more economical management and maintenance and provide improved service,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palmer, Alaska, that upon the Matanuska Valley Airmen's Association, Inc. entering into a satisfactory maintenance and management agreement within a reasonable time hereafter:

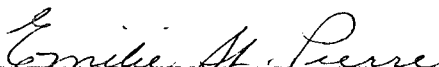
1. That the City of Palmer accept a quitclaim deed to the Palmer Municipal Airport from the State of Alaska for a consideration of one dollar, and

2. That Winston A. Gilchrist, City Manager of the City of Palmer is hereby authorized and directed to enter into an agreement for the City of Palmer with the State of Alaska for assumption of all benefits, obligations, duties and conditions contained in the Grant Agreement between the United States of America and the State of Alaska dated March 31, 1950 and amended January 15, 1953, a copy of which is incorporated herein as "Exhibit A".

Adopted this 29th day of January, 1963.


Willard Johnson, Mayor Pro Tempore

ATTEST:


Emilie St. Pierre, City Clerk

"EXHIBIT A"

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer March 31, 1950
Palmer Municipal Airport
Project No. 9-50-005-001

TO: Territory of Alaska
(herein referred to as the "Sponsor")

From: The United States of America (acting through the administrator of Civil Aeronautics, herein referred to as the "Administrator")

RESOLUTION NO. 111 (Cont'd)

WHEREAS, the Sponsor has submitted to the Administrator a Project Application dated March 17, 1950 for a grant of Federal funds for a project for development of the Palmer Municipal Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the Administrator, is hereby incorporated herein and made a part hereof; and

WHEREAS, the Administrator has approved a project for development of the Airport (herein called the "Project") consisting of the following described airport development:

Land acquisition, improvement of the two existing landing strips to provide a 150' x 3750' N-S landing strip and a 150' x 4950' NW-SE landing strip, including grubbing, grading, obstruction clearance, gravel surfacing and marking.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of the Federal Airport Act (60 Stat. 170; Pub. Law 377, 79th Congress), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer, as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport, as herein provided,

THE ADMINISTRATOR, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of the costs incurred in accomplishing the project, seventy-five percentum (75%) of the project costs other than the costs of land acquisition, and twenty-five percentum (25%) of the costs of land acquisition, to the extent that such project costs and land acquisition costs are determined to be allowable, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$145,125.00
2. The Sponsor shall
 - (a) begin accomplishment of the Project within a reasonable time after acceptance of this Offer, and
 - (b) carry out and complete the Project in accordance with the terms of this Offer, and the Federal Airport Act and the Regulations promulgated thereunder by the Administrator in effect on the date of this Offer, which Act and Regulations are incorporated herein and made a part hereof, and
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map incorporated herein as they may be revised or modified with the approval of the Administrator or his duly authorized representatives.
3. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.
4. The Administrator having determined that no space in airport buildings will be required by any civil agency of the United States for the purposes set forth in paragraph 9 of Part III of the Project Application, the provisions of the said paragraph shall be deemed to be of no force or effect.
5. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the United States, and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, the Administrator on behalf of the United States may recover all grant payments made.
6. The Administrator reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

RESOLUTION NO. 114 (Cont'd)

7. This offer shall expire and the United States shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above date of Offer or such longer time as may be prescribed by the Administrator in writing.
8. It is understood and agreed by the parties hereto that, notwithstanding the Assurance given in Part III, paragraph 14(a), of the Project Application, the Sponsor (1) will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, title in fee simple to Tract No. 2, free and clear of any liens, encumbrances, exceptions, or reservations, which in the opinion of the Administrator would create an undue risk or interference with the completion of the Project or the operation of the airport, and aviation easements satisfactory to the Administrator over Tract No. 3; and (2) will acquire prior to completion of the Project aviation easements satisfactory to the Administrator over Tract No. 4; all of said Tracts No. 2, 3, and 4 are identified on the survey map attached to the Project Application and identified as Exhibit "A".

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
THE ADMINISTRATOR OF CIVIL AERONAUTICS

By /s/ Allen D. Hulen
Acting Regional Administrator, Region 8

Part II -- Acceptance

The Territory of Alaska does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 31st day of March 1950.

Territory of Alaska

By /s/ George S. Schwamm

(SEAL)

Title Director of Aeronautics

Attest: /s/ J. H. Carr

Title: Secretary - Alaska Aeronautics and Communications Commission

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Stanley McCutcheon, acting as Attorney for above sponsor do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of Alaska, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Territory of Alaska in accordance with the terms thereof.

Dated at Anchorage, Alaska this 31st day of March, 1950.

/s/ Stanley McCutcheon
Title: Attorney for Sponsor

CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON, D.C.

PROJECT APPLICATION

For Federal Aid for Development of Public Airports

PART I
PROJECT INFORMATION

The Territory of Alaska (herein called the "Sponsor") hereby makes application to the Administrator of Civil Aeronautics (herein called the "Administrator") for a grant of Federal funds pursuant to the Federal Airport Act of 1946 and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the Palmer Municipal Airport (herein called the "Airport") located at latitude 61° 35' N, longitude 149° 06' W, in the third Division of the Territory of Alaska.

It is proposed that the Project consist of the following described airport development:

Land acquisition, improvement of the two existing landing strips to provide a 150' x 3750' N-S landing strip and a 150' x 4950' NW-SE landing strip, including grubblings, grading, obstruction clearance, gravel surfacing and marking.

all as more particularly described in the survey map attached hereto as Exhibit "A" and the plans and specifications (attached hereto as Exhibit "B") (separately submitted to the Administrator on _____)*, which are made a part hereof.

*strike whichever clause is inapplicable.

The following is a summary of the estimated costs of the Project:

Item	Total Estimated Cost	Estimated Sponsor's Share of Cost		Estimated Federal Share of Cost	
		Amount	Percent	Amount	Percent
1. LAND COSTS (Including costs of acquiring land and administrative costs incident thereto.)	\$150,000	\$112,500	75	\$37,500	25
2. CONSTRUCTION COSTS:	\$122,000				
a. Cost of Preparation of Site					
b. Cost of Paving Runways, Taxiways & Aprons					
c. Lighting Costs					
d. Building Costs					
e. Other Miscellaneous Construction Costs	500				
Total Construction Costs	\$122,000				
3. Engineering & Supervision Costs	12,000				
4. Administrative Costs	3,000				
5. Total of 2, 3 and 4 above	\$137,500	34,375	25	103,125	75
6. CONTINGENCIES	6,000	1,500	25	4,500	75
7. TOTAL ALL ESTIMATED PROJECT COSTS	\$293,500	\$148,375		\$145,125	

PART II
REPRESENTATIONS

In order to induce the United States to enter into a Grant Agreement with respect to the Project, the Sponsor hereby represents and certifies as follows:

1. LEGAL AUTHORITY -- The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. FUNDS - The Sponsor now has on deposit, or is in a position to secure, \$148,375 for use in defraying the costs of the Project. The present status of these funds is as follows:

Part on deposit and part to be obtained from the Territorial Motor Fuel Sales Tax.

3. LAND - The Sponsor holds the following property interests in the following tracts of lands* which are to be developed or used as part of or in connection with the Airport, all of which lands are identified on the survey map which is attached hereto as Exhibit "A":

None.

4. APPROVALS OF OTHER AGENCIES - The Project has been approved by all non-federal agencies whose approval is required, namely:

None required.

5. DEFAULTS - The sponsor is not in default on any obligation of the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith.

None.

*The separate tracts of land need only be identified here by the parcel numbers shown on the survey map.

6. POSSIBLE DISABILITIES - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation of other legal proceedings) which: (a) are known or by due diligence might be known; (b) in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise; and (c) have not been brought to the attention of an authorized representative of the Administrator.

7. FUTURE DEVELOPMENT - The Sponsor intends ultimately to develop the Airport as proposed in the current Master Plan Layout for the Airport, which plan has been mutually agreed upon by the Sponsor and the Administrator; and intends to proceed with such further development when it is necessary and feasible. The Sponsor further represents that pending such further development and to the extent of its ability to do so, it intends to acquire the lands and interests therein necessary for such development or to take such other action as will protect such proposed lands or interests from any development thereof inconsistent with the intended airport use.

PART III

SPONSOR'S ASSURANCES

In order to furnish the Administrator the Sponsor's assurances required by the Act and the Regulations, the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the Administrator, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance of an offer of Federal Aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; Provided, That the Sponsor may establish such fair, equal and non-discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and Provided Further, That the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such action will best serve the aeronautical needs of the area served by the Airport.

3. The Sponsor will not exercise, grant or permit any exclusive right for the use of the Airport forbidden by Section 303 of the Civil Aeronautics Act of 1938, as amended. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will not either directly or indirectly exercise, or grant to any person, firm or corporation, or permit any person, firm, or corporation to exercise, any exclusive right for the use of the airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools or the carrying on of any other service or operation requiring the use of aircraft.

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

(a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish good, prompt and efficient service* adequate to meet all the demands for its service* at the Airport.

(2) to furnish said service* on a fair, equal and nondiscriminatory basis to all users thereof, and

(3) to charge fair, reasonable and non-discriminatory prices for each unit of sale or service*; Provided, That the contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from:

(1) Performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

(2) Purchasing off the Airport and having delivered on the Airport without entrance fee, delivery fee or other surcharge for delivery any parts, materials or supplies necessary for the servicing, repair or operation of its aircraft; Provided, That the Sponsor may make reasonable charges for the cost of any service (including charges for maintenance, operation and depreciation of facilities and rights-of-way) furnished by the Sponsor in connection with the delivery of any parts, materials or supplies, And

*Note: As used in these subsections the word "service" shall include furnishing of parts, materials and supplies (including sale thereof) as well as furnishing of service.

Provided Further, That in the case of aviation gasoline and oil purchased off the Airport and delivered to the Airport, the Sponsor may require the aviation gasoline and oil to be stored in specified places, limiting the amount delivered to the amount of storage space available, and if necessary for the safe and efficient operation of the Airport, require persons furnishing their own aviation gasoline and oil to utilize such storage, dispensing and delivery systems as the Sponsor may designate.

(c) That if it exercises any of the rights or privileges set forth in subsection (a) of this paragraph it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature.

6. The Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for aeronautical purposes; Provided, That nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere substantially with such operation and maintenance. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.

7. To the extent of its financial ability, the Sponsor will replace and repair all buildings, structures, and facilities developed under the Project which are destroyed or damaged, replacing or restoring them to a condition comparable to that preceding the destruction or damage, if such buildings, structures, and facilities are determined by the Administrator to be necessary for the normal operations of the Airport.

8. Insofar as is within its powers and reasonably possible, the Sponsor will prevent the use of any land either within or outside the boundaries of the Airport in any manner (including the construction, erection, alteration, or growth of any structure or other object thereon) which would create a hazard to the landing, taking-off or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. This objective will be accomplished either by the adoption and enforcement of a zoning ordinance and regulations or by the acquisition of easements or other interests in lands or airspace, or by both such methods. With respect to land outside the boundaries of the airport, the Sponsor will also remove or cause to be removed any growth, structure, or other object thereon which would be a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or if such removal is not feasible, will mark or light such growth, structure, or other object as an airport obstruction or cause it to be so marked or lighted. The airport approach standards to be followed in performing the covenants contained in this paragraph shall be those established by the Administrator in Office of Airports Drawing No. 672 dated September 1, 1946, unless otherwise authorized by the Administrator.

9. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking-off of aircraft will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. The amount of use to be considered "substantial" and the charges to be made therefore shall be determined by the Sponsor and the using agency.

10. The Sponsor will furnish to any civil agency of the United States, without charge (except for light, heat, janitor service, and similar facilities and services at the reasonable cost thereof), such space in airport buildings as may be reasonably adequate for use in connection with any airport air traffic control activities, weather-reporting activities, and communications activities related to airport air traffic control, which are necessary to the safe and efficient operation of the Airport and which such agency may deem it necessary to establish and maintain at the Airport for such purpose.

11. After completion of the Project and during the term of these covenants, the Sponsor will maintain a current system of Airport accounts and records, using a system of its own choice, sufficient to provide annual statements of income and expense. It will furnish the Administrator with such annual or special Airport financial and operational reports as he may reasonably request. Such reports may be submitted to the Administrator on forms furnished by him, or may be submitted in such other manner as the Sponsor elects, provided the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be available for inspection by any duly authorized representative of the Administrator upon reasonable request. The Sponsor will furnish to the Administrator, upon request a true copy of any such document.

12. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the Act and the Regulations to assume such obligations and having the power, authority and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

13. The Sponsor will maintain a master plan of the Airport having the current approval of the Administrator. Such plan shall show building areas, approach area, and landing areas, indicating present and future proposed development. The Sponsor will conform to such master plan in making any future improvements or changes at the Airport which, if made contrary to the master plan, might adversely affect the safety, utility, or efficiency of the Airport.

14. (a) The Sponsor will acquire within a reasonable time but in any event prior to the start of any construction work under the Project, the following property interests in the following tracts of land* on which such construction work is to be performed, all of which lands are identified on the survey map which is attached hereto and identified as Exhibit "A":
Full title of tracts #1 and #2, free and clear of all encumbrances, whatsoever nature.

*The separate tracts of land need only be identified here by the parcel numbers shown on the survey map.

(b) The Sponsor will acquire within a reasonable time and if feasible prior to the completion of all construction work under the Project, the following property interests in the following tracts of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which lands are identified on the survey map which is attached hereto and identified as Exhibit "A":

Aviation (Avigation) easements as required by regulation to tract #3 and #4.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

PART IV PROJECT AGREEMENT

If the project or any portion thereof is approved by the Administrator and an offer of Federal aid for such approved project is accepted by the Sponsor, it is understood and agreed that all airport development included in such project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the Administrator, and the Grant Agreement with respect to the project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this 17th day of March, 1950.

TERRITORY OF ALASKA
(Name of Sponsor)

By /s/ George S. Schwamm
George S. Schwamm
Director of Aviation
(Title)

Opinion of Sponsor's Attorney

I hereby certify that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

/s/ Stanley McCutcheon

Atty for Sponsor
(Title)

March 17, 1950
(Date)

*Strike whichever clause is inapplicable

Form ACA-1624
(3-48)

A-3693-0(8)+
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AMENDMENT NO. I TO GRANT AGREEMENT

C8ca-3390
Project No. 9-50-005-001
Palmer Municipal Airport

WHEREAS, the United States and the Territory of Alaska entered into a certain Grant Agreement, accepted by said Territory of Alaska on March 31, 1950; and

WHEREAS, it has been determined on behalf of said parties to be in the public interest to amend said Grant Agreement as hereinafter provided:

NOW, THEREFORE, WITNESSETH:

In consideration of the benefits to accrue to the parties hereto, said Grant Agreement accepted by said Territory of Alaska on March 31, 1950, relating to Project No. 9-50-005-001, is hereby amended as follows:

1. The attached Property Map marked "Revised Exhibit A" (dated September 10, 1952) is hereby substituted in lieu of the Property Map marked "Exhibit A" and attached to the Project Application dated March 17, 1950, and comprising a part of said Grant Agreement.
2. Paragraph 8 of said Grant Agreement is hereby deleted.
3. It is understood and agreed by the parties hereto that, notwithstanding the assurances given in Part III, Paragraph 14 (b), of the Project Application, the Sponsor will acquire prior to completion of the project, avigation easements, satisfactory to the Administrator, over Tracts 3 and 4 with the exception of areas C-1, C-2, C-3, C-4, C-5, C-6, and B-1 and B-2, and will acquire within a reasonable time thereafter avigation easements, satisfactory to the Administrator, over said areas, all as identified on the Property Map marked "Revised Exhibit A" and attached hereto.

Except as amended herein said Grant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of this 15th day of January, 1953.

UNITED STATES OF AMERICA

Administrator of Civil Aeronautics

By /s/ W. P. Plett
Regional Administrator, Region 8

TERRITORY OF ALASKA

By G. S. Schwamm
Title Director of Aeronautics

(SEAL)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, J. Gerald Williams, acting as Attorney for the Territory of Alaska, do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Territory of Alaska relating thereto, and find that the Acceptance thereof by said Territory of Alaska has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the Territory of Alaska and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the Territory of Alaska in accordance with the terms thereof.

Date at Anchorage, Alaska, this 15th day of January, 1953.

/s/ J. Gerald Williams
Title Attorney General