

A G E E M E N T

THIS INSTRUMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1964 by and between:

THE PORT VALDES COMPANY, INC., a corporation duly organized and existing under the laws of the State of Washington, hereinafter called the COMPANY

and

THE CITY OF VALDES, a municipal corporation duly organized and existing under the laws of the State of Alaska, hereinafter called the CITY.

WITNESSETH:

WHEREAS on March 27, 1964, a great earthquake occurred in the State of Alaska with a result which precludes the use of the present site of the City of Valdez in said Alaska from being used further as a townsite; and

WHEREAS the Company is the owner in fee of a certain tract of land consisting of approximately one hundred fifteen (115) acres situate in the Mineral Creek area and located in Township Eight (8) South, Range Six (6) West, Sections Thirty (30) and Thirty One (31), Copper River Meridian, approximately four miles from the present site of the City of Valdez, which site is desirable as a relocation site for the City of Valdez; and

WHEREAS the City of Valdez desires to acquire said land as and for a townsite upon which to rebuild;

NOW THEREFORE it is agreed as follows;

1/ Company agrees to convey said premises to City on condition that City will convey to persons who, on March 27, 1964, were owners of IMPROVED property in the present location of the City of Valdez, a similar parcel of land in the new location for a sum not exceeding one dollar (\$1.00), and the following conditions;

(a) Applications for ground allotment must be filed with City within six months after the adoption by City of a Zoning Ordinance and Building Code.

(b) Plans for their building or buildings must be filed with City within another six (6) months.

(c) After determination of eligibility, as outlined above, and approval of plans by City, City will issue a conditional deed for the allotted ground.

1 (d) Building activity must be under way within two years after  
2 City has issued deed.

3 (e) Building must be substantially completed within another year.

4  
5 3/ Fifty percent (50%) of any land not conveyed or not assigned  
6 by City as of December 31, 1970 will be reconveyed to Company by City. The  
7 particular parcel or parcels to be decided upon by agreement of the parties  
8 hereto.

9 3/ Eligibility of Applicant, and the location and size of plot  
10 to be assigned in the new location is to be determined by a Board consisting  
11 of the Mayor of Valdez, Alaska, the President of Port Valdez Company, Inc.,  
12 and the Mayor of Fairbanks, Alaska. The decision of this Board shall be final.

13  
14 4/ In consideration of the conveyance of the One Hundred Fifteen  
15 (115) acres, more or less, by Company to City, City agrees that ALL UNIMPROVED  
16 land of Company situate in Valdez shall be exempt from taxation, and will  
17 remain so exempt until such time as it is sold to another or put to  
18 productive use by Company.

19  
20 5/ City agrees to erect a Bronze Plaque of a size and in a  
21 location to be agreed upon between the parties hereto. Said plaque shall  
22 contain an inscription setting forth that the "Townsite" is a gift from the  
23 heirs of GEORGE C. HAZENET and ANDREW J. MEALS. The City further agrees to  
24 name one prominent street or thoroughfare "MEALS AVENUE", another such street  
25 or thoroughfare shall bear the name "HAZENET WAY".

26  
27 6/ It is agreed by and between the parties hereto that if for  
28 any reason the planners working on laying out the City of Valdez find it  
29 would facilitate easier and better planning to have certain other lands owned  
30 by Company then those conveyed to City in the original deed, parties will  
31 exchange parcels to bring about the desired layout so long as final acreage  
32 is not more than One Hundred Fifteen (115) acres.

1 IN WITNESS WHEREOF the parties hereto have caused these presents to  
2 to be signed and sealed by persons heretofore authorized as to do, on the date  
3 and year first above written.

4  
5 PORT VALDEZ COMPANY, INC.  
6 (SEAL) By Owen E. Neale  
7 Owen E. Neale, President

8  
9  
10  
11 (SEAL) CITY OF VALDEZ  
12 ATTEST: Bruce Woodford  
13 Bruce Woodford, Mayor  
14 Louise Segerquist, Clerk

15 STATE OF ALASKA }  
16 THIRD JUDICIAL DISTRICT } ss

17 THIS IS TO CERTIFY THAT on this 17th day of June, 1964 before me  
18 appeared OWEN E. NEALS to me personally known, who by me being duly sworn, did  
19 say that he is the President of the Port Valdez Company, Inc., and that the seal  
20 of said instrument is the corporate seal of said corporation and that  
21 said instrument was signed and sealed on behalf of said corporation by authority  
22 of its Board of Directors and said Owen E. Neale, President, acknowledged said  
23 instrument as the free act and deed of said corporation.  
24 IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my  
25 Notary Seal the day and year first above written.

26 Notary Public in and for Alaska  
My Commission expires: 7-1-65

27 STATE OF ALASKA }  
28 THIRD JUDICIAL DISTRICT } ss

29 THIS IS TO CERTIFY that on the 17th day of June, 1964 before me the  
30 undersigned, a Notary Public in and for the State of Alaska, duly commissioned  
31 and sworn, personally appeared BRUCE WOODFORD and LOUISE SEGERQUIST, to me  
32 known to be the Mayor and City Clerk, respectively, of the City of Valdez, a  
33 municipal corporation, and to me known to be the identical individuals who  
34 executed the within and foregoing Agreement, and they acknowledged to me that  
35 they signed and sealed said instrument, in their official capacities and as the  
36 free and voluntary act of the City of Valdez, for the uses and purposes therein  
37 mentioned.

38 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
39 Notary Seal the day and year first above written  
40 Notary Public in and for Alaska  
My Commission expires: 7-1-65