
From: Mike Buller
Sent: Monday, August 12, 2013 3:16 PM
To: Greg Rochon
Subject: FW: LIO Lease Amendment with Comments
Attachments: ANC LIO Extension DRAFT ahfc revisions 08092013.docx

Tomorrow in my office 10:00am.



Michael Buller
Deputy Executive Director

PO Box 101020 | Anchorage, Alaska 99510-1020
Direct: 907-330-8453 | Fax: 907-338-9218 | www.ahfc.us

From: Nola Cedergreen
Sent: Friday, August 09, 2013 6:42 PM
To: Mike Buller; Doc Crouse
Subject: LIO Lease Amendment with Comments

Ugh!

Here it is for your review. I left everything in the same format - would have included much different language if we had been preparing a lease agreement from scratch.

Doc, I tried to incorporate your comments. Hope I didn't miss too much.

From: Greg Rochon
Sent: Monday, August 12, 2013 3:19 PM
To: Mike Buller
Subject: RE: LIO Lease Amendment with Comments

I will be there.

Greg

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From: Mike Buller
Sent: Monday, August 12, 2013 3:20 PM
To: Greg Rochon
Subject: RE: LIO Lease Amendment with Comments

Good.



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From: hotmail_1e03aef6f18002e3@live.com on behalf of Fran Cedergreen <thebarn3@hughes.net>
Sent: Tuesday, August 13, 2013 11:39 AM
To: Mike Buller; Doc Crouse; Greg Rochon
Cc: Nola Cedergreen
Subject: ANC LIO Extension DRAFT ahfc revisions 08132013
Attachments: ANC LIO Extension DRAFT ahfc revisions 08132013.docx

Minor changes per our conversation this morning. Let me know if this appears "good to go".

From: Nola Cedergreen
Sent: Tuesday, August 13, 2013 12:45 PM
To: Mike Buller; Doc Crouse; Greg Rochon
Subject: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy
Attachments: ANC LIO Extension DRAFT ahfc revisions 08132013.docx; ANC LIO Extension CLEAN DRAFT2 ahfc revisions 08132013.docx

Ready to send to [REDACTED] and others you might want to review the documents.

The original document is a bit of a mess given all of the cut-and-paste changes, comments, etc. I was not able to do a simple "accept changes" and created the "clean copy" manually. So, any changes we want to make after review, should be made to the "clean copy".

Let me know when you plan to set up meetings with the appropriate parties.

From: Nola Cedergreen
Sent: Tuesday, August 13, 2013 7:47 PM
To: Doc Crouse
Cc: Mike Buller; Greg Rochon
Subject: RE: ANC LIO Extension DRAFT ahfc revisions 08142013 (latest versions)
Attachments: ANC LIO Extension CLEAN DRAFT2 ahfc revisions 08142013.docx; ANC LIO Extension DRAFT ahfc revisions 08142013.docx

Thanks, Doc.

Everyone:

I renamed both files using the date of 8/14 to help us keep the versions straight. Ready for [REDACTED] and others.

From: Doc Crouse
Sent: Tuesday, August 13, 2013 2:15 PM
To: Nola Cedergreen
Subject: ANC LIO Extension DRAFT ahfc revisions 08132013 (3)

Nola,

See changes listed under DC24-27 and DC42. I added Title II language in proposed Section 3 ADA. The other addition I made (DC42) is in Section 5 proposed substitution clarifying when the \$5mil in Tenant Improvements bill is to be paid. The parking space count discrepancy was due to a discussion between the developer and LIO staff without AHFC present. Everything else looks good to go.

Doc

From: Mike Buller
Sent: Wednesday, August 14, 2013 11:59 AM
To: Nola Cedergreen; Doc Crouse; Greg Rochon
Subject: Fwd: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

Rep. Hawker is impressed. Good work everyone.

Sent from my iPad

Begin forwarded message:

From: "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>
Date: August 14, 2013, 11:01:18 AM AKDT
To: Mike Buller <mbuller@ahfc.us>
Cc: Juli Lucky <Juli.Lucky@akleg.gov>
Subject: Re: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

Mike,

I'm 16 pages into the 40 of the blue line. My Lord, it is refreshing to finally read a well conceived, constructed, and structured professional LEASE document!!!!

Other than a couple nits so far, this is looking perfect. Will keep at it and get back to you.

We still have to deal with Varni's inaccurate and misleading so-called research paper. That's later, however.

Mike

On Aug 13, 2013, at 2:04 PM, "Mike Buller" <mbuller@ahfc.us> wrote:

Please let me know when you would like to meeting and discuss the changes. Thanks.

<image001.jpg>

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The information transmitted in this email and any attachments is intended only for the personal and confidential use of the intended recipients. This message may be or may contain privileged and confidential communications. If you as the reader are not the intended recipient, you are hereby notified that you have received this communication in error and that any retention, review, use, dissemination, distribution or copying of this communication or the information contained is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail. If you have received this communication in error, please notify the sender immediately and delete the original message from your system.

<ANC LIO Extension DRAFT ahfc revisions 08132013.docx>

<ANC LIO Extension CLEAN DRAFT2 ahfc revisions 08132013.docx>

From: Mike Buller
Sent: Thursday, August 15, 2013 11:41 AM
To: Nola Cedergreen; Doc Crouse; Greg Rochon
Cc: Dan Fauske; Bryan Butcher
Subject: Fwd: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy
Attachments: image001.jpg; ATT00001.htm; Juli comments on 8-13 lease.docx; ATT00002.htm

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I concur with the observations submitted by Juli in the attached memo. Especially on cleaning up the exhibit numbering etc.

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Subject: FW: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

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It looks like she reviewed the 8/13 version vs. the 8/14 version. Not a big deal, but the 8/14 version was more specific re: ADA references and the definition of substantial completion (making certain there was no confusion between acceptance and occupancy under the lease vs. monitoring the progress of the renovations.)

Parking - We can enter any number of spaces ... whatever they want. I would not recommend determining the number of parking spaces based upon how the Lessee chooses to stripe the lot. Instead, we should just state that the Lessor will include "x" number of parking spaces; leave the issues re: size of spaces, layout, striping, etc. between the Lessor and MOA.

Exhibits - I have no idea what exhibits the person preparing the draft we received was referring to. All I added was Exhibit A and Exhibit B which are comprised of the renovation agreement, specifications, and drawings. We can make changes and limit the exhibits to A, B, C (with C being the procurement determination). This can easily be worked out.

Spell check - the parking parking and other double entries should have been cleaned up when I finalized the 8/14 version. Will do a double-check.

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I can create a clean copy of a version dated 8/15 if you would like. Let me know.

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Cc: Dan Fauske; Bryan Butcher

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To: Mike Buller <mbuller@ahfc.us>

Cc: Juli Lucky <Juli.Lucky@akleg.gov>

Subject: RE: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

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To: Nola Cedergreen
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From: Nola Cedergreen
Sent: Thursday, August 15, 2013 2:01 PM
To: Mike Buller
Cc: Doc Crouse; Greg Rochon; Dan Fauske; Bryan Butcher
Subject: LIO v 08152013
Attachments: ANC LIO Extension AHFC Revisions v 08152013.docx

Here you go ... name changed to v 08152013.

If it works for you, I will eliminate the yellow highlighting.

Re: Julie's comments about a double "and" in paragraph 3 under ADA ... it is an intentional "and" referencing inspections. Re: payments ... as written, it states by wire or as directed by Lessor. Do you want me to change it to simply, "as directed by Lessor"?

When we are ready to distribute, do you want me to include any comments re: Julie's thoughts, or just distribute?

From: Mike Buller
Sent: Thursday, August 15, 2013 1:55 PM
To: Nola Cedergreen
Cc: Doc Crouse; Greg Rochon; Dan Fauske; Bryan Butcher
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Sent: Thursday, August 15, 2013 2:22 PM
To: Nola Cedergreen
Subject: RE: 8/15 draft LIO lease extension
Attachments: Re: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

Were you going to send this to Pfeffer per Mike's email?

Greg

[Redacted]

[Redacted]

From: Nola Cedergreen
Sent: Thursday, August 15, 2013 2:23 PM
To: Greg Rochon
Subject: RE: 8/15 draft LIO lease extension

Nope. I sent Mike and e-mail and asked him to send it to Rep. Hawker and Mr. Pfeffer because he is the key contact for AHFC - I don't want them to start responding to my e-mail messages and accidentally bypass Mike.

From: Greg Rochon
Sent: Thursday, August 15, 2013 2:21 PM
To: Nola Cedergreen
Subject: RE: 8/15 draft LIO lease extension

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Greg

[REDACTED]

From: Greg Rochon
Sent: Thursday, August 15, 2013 2:25 PM
To: Nola Cedergreen
Subject: RE: 8/15 draft LIO lease extension

Ok. Good thought.

Greg

From: Nola Cedergreen
Sent: Thursday, August 15, 2013 2:23 PM
To: Greg Rochon
Subject: RE: 8/15 draft LIO lease extension

Nope. I sent Mike an e-mail and asked him to send it to Rep. Hawker and Mr. Pfeffer because he is the key contact for AHFC - I don't want them to start responding to my e-mail messages and accidentally bypass Mike.

From: Greg Rochon
Sent: Thursday, August 15, 2013 2:21 PM
To: Nola Cedergreen
Subject: RE: 8/15 draft LIO lease extension

Were you going to send this to Pfeffer per Mike's email?

Greg

[REDACTED]

From: Nola Cedergreen
Sent: Saturday, September 07, 2013 1:24 PM
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: September 6 Draft Documents
Attachments: EXHIBIT A LIO Approval plans 09062013.pdf; Compare LIO Extension 0904 to 0906.docx; ANC LIO Extension Version 09062013 AM and NC.docx; ANC LIO Extension A M Revisions v09052013 (00148547).docx; LIO Lease 09062013 Attach to Exh B.docx

Everyone:

We have a good deal of information for your review and comment. Items 1, 2, 3, 4, and 6 are attached to this e-mail; Items 5, 7, and 8 are not yet finalized.

1. "*ANC LIO Extension AM Revisions v09052013*" Mr. McClintock's edits to the 9/4 draft.
2. "*ANC LIO Extension Version 0906213 AM and NC*" incorporating Mr. McClintock's edits; the subordination and attornment language recommended by the Lessor, and other minor housekeeping. This version includes yellow highlights in sections that require additional information.
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Thanks for your help.

Nola

From: Pamela Varni <Pamela.Varni@akleg.gov>
Sent: Sunday, September 08, 2013 5:10 PM
To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 6 Draft Documents
Attachments: img-908163343-0001.pdf

Hi Nola and all - Thank you Nola and others for all the documents and all your work. I have reviewed everything and attached are a few minor formatting changes, fax number, etc. for the latest version of the lease. My changes or questions are in orange. I will let Doug Gardner send in his comments tomorrow.

Thank you.

Pam

Pam Varni, Executive Director
Legislative Affairs Agency
State Capitol, Room 3
Juneau, AK 99801-1182
Main line (907) 465-3800
Direct line (907) 465-6622
Cell phone (907) 209-1942

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Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 6 Draft Documents
Attachments: ANC LIO Extension Version 09062013 AM NC and PV edits.docx

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From: Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>
Sent: Monday, September 09, 2013 10:45 AM
To: Nola Cedergreen; Pamela Varni; LAA Legal
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon; Juli Lucky
Subject: RE: September 6 Draft Documents

All,

Following are my comments on the 9/6/2013 DWM;NC;PV lease draft:

Note, that I have not yet reviewed the fifty plus pages of Exhibit A, and Exhibit B is not yet final. I will relying extensively on AHFC counsel to approve Exhibits A and B.

The lessee has documents to complete as well, notably:

Exhibits C and D - Mr. Lowe will provide the basis for Exhibit D. There was an earlier draft of Exhibit C that needs to be dusted off and completed this week.

I want to prepare a notice of intent to sign lease documents, and have it delivered in advance to the Presiding Officers and Rules Chairs. While this may not be mandatory, I want to give formal notice as a matter of good practice and courtesy.

Completely on the lessee side of the table: LAA should begin drafting an RFP, or whatever, for property management services, based on the modified triple net division in the draft lease extension. I'd like to get this underway quite early, but I do not intend to release the request until after we have completed lease extension negotiations and signing. To the draft lease extension document:

1. Yes, there are a couple blanks to fill in, such as the first year lease amount. This is expected as we continue to tighten this up and nail down the final provisions.
2. Whereas - Pfeffer to provide legal description for parking "garage." Do we want to call this a "parking garage" through out the lease, or is it a "parking facility?" Garage works for me, as long as it does not imply something that it is not.
3. P2 Sec 1.1a - "Parking Garage" terminology?
4. P2 Sec 1.1a - Regardless of terminology for the parking garage, and in order to be consistent with the remainder of this sub paragraph, should we not include the separate physical address (720 W 4th) and its legal description in the description of leased premises?
5. P3 Sec 1.1b - The discussion of the lease term is getting ridiculous and silly. May 31, 2024 is the common sense date for extending a lease that terminates May 31, 2014. We go with May 31, 2014.
6. P3 Sec 1.1c - The sub paragraphs all still need to be paragraphically formatted with appropriate indentations.
7. P4 Sec 1.1d - escalator clause. To be finalized in conference with Tim Lowe. I personally am quite interested in a calculation that gives us a fixed monthly rate for ten years, or at least fixed payments that are adjusted as few times as possible over the life of the lease.
8. P4 Sec 1.2 - I do not have a statute book at my home office where I am doing this review, so I may be uninformed here. The first paragraph sates a "Executive Director's Cost Saving Calculation and Report to Auditor _____ AS

36.30.083(b)." Do we need to reference the Auditor at all? If we do, can we not simply call it ..."to the Legislative Auditor?"

9. P4 Sec 1.2 - It should be easy to fill in Mr. Lowe's firm name.

Timothy Lowe, MAI, CRE, FRICS
Waronzof Associates, Inc.
999 North Sepulveda Boulevard
Suite 440
El Segundo, CA 90245

10. P5 Sec 3 - Tenant improvement provision in third paragraph. Subject to concurrence with Pam Varni, may I propose a pay-as-you-go approach something like the following? 'The lessee shall pay up to \$7,500,000 for tenant improvements as invoiced, with documentation, by the lessor and approved by the project director. Payment shall be made within thirty days of receipt of a documented invoice. The cost of tenant improvements in excess of \$7,500,000 shall be included in lessor's renovation costs and amortized over the term of the lease.'

11. P7 Sec 4 through out the remainder of the document - Everywhere the exhibits are referenced, both Exhibit A and B are referenced. Is this appropriate? All of these dual references are being applied to technical specifications of the renovation project. Exhibit A is the project plan, but Exhibit B is really only the schedule and timing of meeting the project plan. I can go with leaving both referenced if AHFC and Mr. Pfeffer agree.

12. P16 Sec 36 - I go with the approach proposed by AHFC. Let's just get this one done and finished with.

13. P18 Sec 47 - May 31, 2024

14. P20 Sec 50 - Regarding the Exhibit "D" paragraphy see item 8 above. Same discussion applies to referencing the Legislative Auditor.

Thank you,

Mike

From: Nola Cedergreen [ncedergr@ahfc.us]
Sent: Sunday, September 08, 2013 7:26 PM
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Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
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Sent: Saturday, September 07, 2013 1:24 PM

To: Rep. Mike Hawker; LAA Legal; Pamela Varni

Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

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From: Nola Cedergreen
Sent: Monday, September 09, 2013 12:11 PM
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: FW: LIO Temp Space Schedule - Exhibit B
Attachments: img-909082647-0001.pdf; LIO Exhibit B Schedule 09092013.pdf

Everyone ... I've renamed the document Bob provided this morning as LIO Exhibit B 09092103 and have attached a copy reflecting that name.

It is my understanding that this document, when combined with the previous attachment to Exhibit B that I sent your way, comprises Exhibit B in its entirety.

From: Bob O'Neill [BOneill@PfefferDevelopment.com]
Sent: Monday, September 09, 2013 9:18 AM
To: Nola Cedergreen; Doc Crouse
Cc: Mark Pfeffer
Subject: LIO Temp Space Schedule - Exhibit B

Doc and Nola,

Attached please find a schedule for the temporary spaces for LIO. After discussion with Juli and Mike Hawker, I have also included some as yet determined office space for legislators that must be available by approximately April 2. We had a good go last week on programming existing spaces available in 733 W. 4th building across the street from existing LIO and some space on 7th floor of 425 G Street (Legislative Ethics Office would go to 425 G Street, 7th floor). I also included IT time to relocate facilities currently located in existing LIO office as well as final clean-out of existing FF&E in existing building.

Let me know if you have any questions.

Thanks,
bob

From: Pamela Varni <Pamela.Varni@akleg.gov>
Sent: Monday, September 09, 2013 4:47 PM
To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 6 Draft Documents
Attachments: img-909160820-0001.pdf

Thank you Nola for the latest draft. When I sent the scan yesterday a couple of things did not register orange on the scan. I apologize for that. They are minor and please wait for the next update to fix. There was a "her" instead of "him" in our boiler plate on the notary page for Rep. Hawker. I asked Tina to fix that so it won't appear on our other leases from our boiler plate lease document. Please see attached scan with the three minor changes.

Best regards.

Pam

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Sent: Sunday, September 08, 2013 7:26 PM
To: Pamela Varni; Rep. Mike Hawker; LAA Legal
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From: Doc Crouse
Sent: Tuesday, September 10, 2013 10:01 AM
To: Greg Rochon
Subject: Fwd: Anchorage LIO

FYI

Sent from my iPhone

Begin forwarded message:

From: Stacy Schubert <sschubert@ahfc.us>
Date: September 10, 2013, 9:46:09 AM AKDT
To: Mike Buller <mbuller@ahfc.us>, Bryan Butcher <bbutcher@ahfc.us>, Doc Crouse <dcrouse@ahfc.us>, Nola Cedergreen <ncedergr@ahfc.us>
Subject: Fwd: Anchorage LIO

Are you available for an extended meeting today? (See below).

Sent from my iPhone

Begin forwarded message:

From: Juli Lucky <Juli.Lucky@akleg.gov>
Date: September 10, 2013, 9:37:10 AM AKDT
To: Stacy Schubert <sschubert@ahfc.us>
Subject: RE: Anchorage LIO

Stacy,

Rep. Hawker would like to have a meeting about the last outstanding issues on the lease. Would your folks (Mr. Buller, Mr. Crouse, Ms. Cedergreen and you) be available to meet from 2:30 – 3:30 today? Rep. Hawker thinks that the meeting wouldn't take too long, so I think an hour would be sufficient.

I'm going to kpb at 10:30 today, but feel free to text or call me 351-5108. Thanks!

~

Juli Lucky
Office of Rep. Mike Hawker
716 W. 4th Ave., Ste. 610
Anchorage, Alaska 99501
(907) 269-0244; fax: 269-0248

-----Original Appointment-----

From: Juli Lucky **On Behalf Of** Stacy Schubert
Sent: Monday, September 09, 2013 10:27 AM
To: Rep. Mike Hawker

Subject: FW: Anchorage LIO
When: Tuesday, September 10, 2013 1:30 PM-2:30 PM (UTC-09:00) Alaska.
Where: Rep. Hawker's office

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From: Stacy Schubert [<mailto:sschubert@ahfc.us>]
Sent: Monday, September 09, 2013 10:26 AM
To: Stacy Schubert; Mike Buller; Doc Crouse; Bryan Butcher; Juli Lucky
Subject: Anchorage LIO
When: Tuesday, September 10, 2013 1:30 PM-2:30 PM (UTC-09:00) Alaska.
Where: Rep. Hawker's office

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From: Nola Cedergreen
Sent: Tuesday, September 10, 2013 1:05 PM
To: Pamela Varni; Rep. Mike Hawker; LAA Legal
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 6 Draft Documents

Got em!

Thanks, Pam.

From: Pamela Varni [Pamela.Varni@akleg.gov]
Sent: Monday, September 09, 2013 4:47 PM
To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 6 Draft Documents

Thank you Nola for the latest draft. When I sent the scan yesterday a couple of things did not register orange on the scan. I apologize for that. They are minor and please wait for the next update to fix. There was a "her" instead of "him" in our boiler plate on the notary page for Rep. Hawker. I asked Tina to fix that so it won't appear on our other leases from our boiler plate lease document. Please see attached scan with the three minor changes.

Best regards.

Pam

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

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
Sent: Sunday, September 08, 2013 7:26 PM
To: Pamela Varni; Rep. Mike Hawker; LAA Legal
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 6 Draft Documents

Thanks for the thorough read, Pam. I cannot tell you how many times this document has gone through spell-check ... you are a much better proof-reader than Microsoft!

I've attached a new version that includes all of Pam's edits with the exception of the one "whereas preamble" that references 64,000 sf ... let me know if you believe that should be a generic reference as written or a specific reference to the exact square footage available in the building offered by the Lessor.

From: Pamela Varni [Pamela.Varni@akleg.gov]
Sent: Sunday, September 08, 2013 5:09 PM
To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 6 Draft Documents

Hi Nola and all - Thank you Nola and others for all the documents and all your work. I have reviewed everything and attached are a few minor formatting changes, fax number, etc. for the latest version of the lease. My changes or questions are in orange. I will let Doug Gardner send in his comments tomorrow.

Thank you.

Pam

Pam Varni, Executive Director
Legislative Affairs Agency
State Capitol, Room 3
Juneau, AK 99801-1182
Main line (907) 465-3800
Direct line (907) 465-6622
Cell phone (907) 209-1942

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

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
Sent: Saturday, September 07, 2013 1:24 PM
To: Rep. Mike Hawker; LAA Legal; Pamela Varni
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: September 6 Draft Documents

Everyone:

We have a good deal of information for your review and comment. Items 1, 2, 3, 4, and 6 are attached to this e-mail; Items 5, 7, and 8 are not yet finalized.

1. "ANC LIO Extension AM Revisions v09052013" Mr. McClintock's edits to the 9/4 draft.
2. "ANC LIO Extension Version 0906213 AM and NC" incorporating Mr. McClintock's edits; the subordination and attornment language recommended by the Lessor, and other minor housekeeping. This version includes yellow highlights in sections that require additional information.
3. "Compare LIO Extension 0904 to 0906" Comparison of the 9/6 draft and 9/4 draft.
4. Exhibit "A" - "LIO Approval Plans" (plans, drawings, technical specifications).
5. (Not included). Exhibit "B" - Terms and conditions of Renovation project process, deliverables, and schedule.
6. "LIO Lease 09062013 Attach to Exh B" Attachment to Exhibit "B" - Delay provisions (this can either be incorporated into the body of Exhibit "B" or referenced as an attachment).
7. (Not included). Exhibit "C" - to be provided by Mr. Gardner - Written determination by the Legislative Affairs Agency regarding the procurement process leading to Lease Extension and Amendment No. 3.
8. (Not included). Exhibit "D" - to be provided by Mr. Gardner - Executive Director's Cost Saving Calculation and Report to Auditor.

Please let me know if you agree that all Exhibits have been correctly referenced/named/described (see Section 50). Section 36 may be rewritten in its entirety depending upon agreement between legal counsel for the parties; Section 1.1.b. requires discussion as well.

I understand that we may have some preliminary information from the appraiser as early as the first part of next week. Thanks for your help.

Nola

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From: Nola Cedergreen
Sent: Thursday, September 12, 2013 2:34 PM
To: Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov; laa.legal@akleg.gov
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: Almost final LIO lease ...
Attachments: ANC LIO Lease Version 09122013 Final Form A&M LAA.docx

Here you go ... the body of the lease amendment and extension is nearly final and only lacks a bit of financial information.

We are down to 21 pages in length; the "widows and orphans" and pagination will be cleaned up when the last information is ready to finalize (I've been trying to clean up the formatting and organize the sections with each draft and have decided to stop that no-value-added exercise).

Thanks to everyone who worked together to edit and improve this document.

Nola

From: LAA Legal <LAA.Legal@akleg.gov>
Sent: Thursday, September 12, 2013 3:57 PM
To: Nola Cedergreen; Rep. Mike Hawker; Pamela Varni
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: Almost final LIO lease ...

Nola,
I have the following final comments:

p. 1; The language indented that describes the premises as set out in the current lease does not reference "and exclusive use of all parking within the adjacent parking facility."

What the lease currently provides following State of Alaska, is "and eighty-six (86) reserved off-street parking places."

p. 1; Please insert the following in Whereas #2, following "chairman":
to negotiate all the terms and conditions necessary to extend Lease 2004-024411-0 pursuant to AS 36.30.083(a),
and,

p. 5, sec. 3, third paragraph; Should read: "Invoices, unless disapproved, shall be . . . "

p. 5, sec. 3; "acquisition" is misspelled.

p. 16, sec. 39; There is a missing quotation mark after the ellipses.

p. 19, sec. 51; replace "This" at the beginning of the section with "The Lease,"
Correct punctuation and other language accordingly.

Nola - please delete the document identifier 13-065.plm on the last page, as it is no longer relevant.

Thank you,
Doug Gardner
LAA Legal Services

Sent by:
MaryEllen Duffy
Special Assistant
LAA Legal Services
907-465-6651 direct
907-465-2029 fax
MaryEllen.Duffy@akleg.gov

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

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

Sent: Thursday, September 12, 2013 2:34 PM

To: Rep. Mike Hawker; Pamela Varni; LAA Legal

Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: Almost final LIO lease ...

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Nola

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From: Nola Cedergreen
Sent: Thursday, September 12, 2013 4:33 PM
To: laa.legal@akleg.gov; Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: Final LIO Lease pending financial info ...
Attachments: FINAL LIO Lease Version 09122013 needs financial info.docx

Yep, I put the "final" tag on it. Here you go.

From: Nola Cedergreen
Sent: Thursday, September 12, 2013 4:07 PM
To: LAA Legal; Rep. Mike Hawker; Pamela Varni
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: Almost final LIO lease ...

Got it. After these changes I will mark the lease portion as final w/the exception of the financial information and will delete all of my previous versions of the document.

From: LAA Legal [LAA.Legal@akleg.gov]
Sent: Thursday, September 12, 2013 3:56 PM
To: Nola Cedergreen; Rep. Mike Hawker; Pamela Varni
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: Almost final LIO lease ...

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Correct punctuation and other language accordingly.

Nola - please delete the document identifier 13-065.plm on the last page, as it is no longer relevant.

Thank you,
Doug Gardner
LAA Legal Services

Sent by:
MaryEllen Duffy
Special Assistant
LAA Legal Services
907-465-6651 direct
907-465-2029 fax
MaryEllen.Duffy@akleg.gov

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From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
Sent: Thursday, September 12, 2013 2:34 PM
To: Rep. Mike Hawker; Pamela Varni; LAA Legal
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: Almost final LIO lease ...

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From: Donald W. McClintock <dwm@anchorlaw.com>
Sent: Thursday, September 12, 2013 6:34 PM
To: Nola Cedergreen; laa.legal@akleg.gov; Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon; Heidi A. Wyckoff
Subject: RE: Final LIO Lease pending financial info ...
Attachments: FINAL LIO Lease Version 09122013 needs financial info.docx

Thanks Nola; I am happy to cede editorial control to you for the clean-up stylistic nits; the substance of the lease looks good to the lessor. We appreciate your diligent attention to this.

We are getting close to a signature version!

Don

Donald W. McClintock
Ashburn & Mason, P.C.
1227 W. 9th Ave. Ste. 200
Anchorage, AK 99501
(907) 276-4331 (voice)
(907) 277-8235 (fax)
www.anchorlaw.com

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Sent: Thursday, September 12, 2013 3:56 PM

To: Nola Cedergreen; Rep. Mike Hawker; Pamela Varni

Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: RE: Almost final LIO lease ...

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Thank you,

Doug Gardner

LAA Legal Services

Sent by:

MaryEllen Duffy

Special Assistant

LAA Legal Services

907-465-6651 direct

907-465-2029 fax

MaryEllen.Duffy@akleg.gov

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Sent: Thursday, September 12, 2013 2:34 PM
To: Rep. Mike Hawker; Pamela Varni; LAA Legal
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: Almost final LIO lease ...

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From: Nola Cedergreen
Sent: Wednesday, September 18, 2013 3:58 PM
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse;
Greg Rochon; Stacy Schubert
Subject: Final Lease - Ready for Signatures
Attachments: FINAL LIO LEASEpdf.pdf

Thank-you everyone ...

Exhibit C is final and signed off.
Exhibit D is in the process of being finalized.

Are Exhibits A & B final?

From: Nola Cedergreen
Sent: Thursday, September 19, 2013 12:31 PM
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: September 19 Final LIO Lease
Attachments: FINAL LIO LEASE 09192013.pdf

Here you go ...

From: Nola Cedergreen
Sent: Thursday, September 19, 2013 1:11 PM
To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 19 Final LIO Lease
Attachments: FINAL LIO LEASE Sept 19 2013.pdf

Had to make one more minor change ... reduced the font size and added a third notary block for the Lessor on page 21. This impacts nothing other than the Lessor's notary acknowledgements; all signature blocks and notary sections for the Lessee remain the same and all pagination remains the same.

From: Nola Cedergreen
Sent: Thursday, September 19, 2013 12:31 PM
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: September 19 Final LIO Lease

Here you go ...

From: Donald W. McClintock <dwm@anchorlaw.com>
Sent: Thursday, September 19, 2013 1:29 PM
To: Nola Cedergreen
Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 19 Final LIO Lease

Mark,

Do you want to go over to AHFC where they can put together a package agreement with all exhibits; you guys can initial Ex. A & B as I discussed with Nola earlier today and you can deliver your signature there?

Thanks
Don

Donald W. McClintock
Ashburn & Mason, P.C.
1227 W. 9th Ave. Ste. 200
Anchorage, AK 99501
(907) 276-4331 (voice)
(907) 277-8235 (fax)
www.anchorlaw.com

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

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
Sent: Thursday, September 19, 2013 1:11 PM
To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 19 Final LIO Lease

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Subject: September 19 Final LIO Lease

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From: Mark Pfeffer <MPfeffer@PfefferDevelopment.com>
Sent: Thursday, September 19, 2013 1:30 PM
To: Donald W. McClintock
Cc: Nola Cedergreen; Mike Buller; Doc Crouse; Greg Rochon
Subject: Re: September 19 Final LIO Lease

Sure. I have a 3:00 pm.

Mike you guys around?

Sent from my iPad

> On Sep 19, 2013, at 1:29 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

>

> Mark,

>

> Do you want to go over to AHFC where they can put together a package agreement with all exhibits; you guys can initial Ex. A & B as I discussed with Nola earlier today and you can deliver your signature there?

>

> Thanks

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

> (907) 277-8235 (fax)

> www.anchorlaw.com

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>

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> Sent: Thursday, September 19, 2013 1:11 PM

> To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov

> Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon

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Sent: Thursday, September 19, 2013 1:32 PM
To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 19 Final LIO Lease
Attachments: FINAL LIO LEASE Sept 19 2013.pdf

Thanks Nola, Let the signatures begin!

From Pam's earlier e-mail, we should copy everyone with the scanned signatures so she will know when to sign. Acree's signature is already in.

Don

Donald W. McClintock
Ashburn & Mason, P.C.
1227 W. 9th Ave. Ste. 200
Anchorage, AK 99501
(907) 276-4331 (voice)
(907) 277-8235 (fax)
www.anchorlaw.com

This transmission is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, distribution or copying of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by return e-mail and delete this message and destroy any printed copies. This communication is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521. Your cooperation is appreciated.

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

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
Sent: Thursday, September 19, 2013 1:11 PM
To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 19 Final LIO Lease

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From: Nola Cedergreen
Sent: Thursday, September 19, 2013 12:31 PM
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: September 19 Final LIO Lease

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From: Donald W. McClintock <dwm@anchorlaw.com>
Sent: Thursday, September 19, 2013 1:54 PM
To: Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov';
'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'
Cc: 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 19 Final LIO Lease

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From: Mark Pfeffer <MPfeffer@PfefferDevelopment.com>
Sent: Thursday, September 19, 2013 1:58 PM
To: Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov';
'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'
Cc: Mike Buller; Doc Crouse; Greg Rochon
Subject: Pfeffer Signature
Attachments: LIO Lease Pfeffer Signature.pdf

Attached.

Thank you everyone.

Fanfare to follow

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone
907 317 5030

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

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]
Sent: Thursday, September 19, 2013 1:54 PM
To: Donald W. McClintock; 'Nola Cedergreen'; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov';
'Pamela.Varni@akleg.gov'
Cc: Mark Pfeffer; 'Mike Buller'; 'Doc Crouse'; 'Greg Rochon'
Subject: RE: September 19 Final LIO Lease

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Subject: RE: September 19 Final LIO Lease

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Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: September 19 Final LIO Lease

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From: Nola Cedergreen
Sent: Thursday, September 19, 2013 2:14 PM
To: Donald W. McClintock; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'
Cc: 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 19 Final LIO Lease
Attachments: Exhibit C Final.pdf

From: Donald W. McClintock [dwm@anchorlaw.com]
Sent: Thursday, September 19, 2013 1:53 PM
To: Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'
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From: Nola Cedergreen
Sent: Thursday, September 19, 2013 2:24 PM
To: Donald W. McClintock; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'
Cc: 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 19 Final LIO Lease
Attachments: Exhibit C Final.pdf

From: Donald W. McClintock [dwm@anchorlaw.com]
Sent: Thursday, September 19, 2013 1:53 PM
To: Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'
Cc: 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon
Subject: RE: September 19 Final LIO Lease

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Sent: Thursday, September 19, 2013 1:32 PM
To: 'Nola Cedergreen'; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon
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Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon
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Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
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From: Nola Cedergreen
Sent: Thursday, September 19, 2013 3:25 PM
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon
Subject: September 19 Lease with signature pages
Attachments: LIO Lease Sept 19 2013 w signatures.pdf

The feeder on my little HP scanner skewed the pages a bit, but this is the combined document.

Since it is 11MB in size, you may/may not be able to open it in your environment as your network administrator may have set a limit of 10MB on inbound e-mail. Let me know if you have problems and perhaps the AHFC IT crew might be able to help us out.

From: Nola Cedergreen
Sent: Thursday, September 19, 2013 4:46 PM
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse;
Greg Rochon
Subject: Exhibit D
Attachments: Exhibit D LIO Lease 09192013.pdf

Just in case you didn't receive a copy earlier ...

From: Pamela Varni <Pamela.Varni@akleg.gov>
Sent: Tuesday, September 24, 2013 2:43 PM
To: Nola Cedergreen; Donald W. McClintock
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky
Subject: RE: Recording of Anchorage Lease

Nola - my original is being pouched to our Anchorage LIO. Tomorrow one of our Anchorage LIO staff will deliver it to AHFC. Please note Exhibit D will be in there as well. Also, this Exhibit D corrects a \$2 annual error. Mr. Lowe's annual figure was \$3,379,658 and my monthly lease amount to 716 W. 4th was correct but now the correct annual is \$3,379,656. $\$281,638 \times 12 = \$3,379,656$ not \$3,379,658. Pam

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

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
Sent: Tuesday, September 24, 2013 2:29 PM
To: Donald W. McClintock; Pamela Varni
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

From: Nola Cedergreen
Sent: Tuesday, September 24, 2013 1:54 PM
To: Donald W. McClintock; 'Pamela Varni'
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

From: Donald W. McClintock [dwm@anchorlaw.com]
Sent: Tuesday, September 24, 2013 12:53 PM
To: 'Pamela Varni'
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock
Ashburn & Mason, P.C.

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

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]
Sent: Tuesday, September 24, 2013 12:44 PM
To: Donald W. McClintock
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,
>
> Ok, I will give the MOU a close read and send back with all signatures.
>
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.
>
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.
>
> Don
>
> Donald W. McClintock
> Ashburn & Mason, P.C.
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>

>
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> From: LAA Legal [mailto:LAA.Legal@akleg.gov]
> Sent: Tuesday, September 24, 2013 12:21 PM
> To: Donald W. McClintock
> Cc: Pamela Varni
> Subject: FW: Recording of Anchorage Lease
>
> Don,
> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug
>
>
>
> Sent by:
> MaryEllen Duffy
> Special Assistant
> LAA Legal Services
> 907-465-6651 direct
> 907-465-2029 fax
> MaryEllen.Duffy@akleg.gov

>
>
>
>
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>
>
> -----Original Message-----
> From: LAA Legal
> Sent: Friday, September 20, 2013 2:00 PM
> To: 'Donald W. McClintock'
> Subject: RE: Recording of Anchorage Lease
>
> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG
>
>
>
> Sent by:
> MaryEllen Duffy
> Special Assistant
> LAA Legal Services
> 907-465-6651 direct
> 907-465-2029 fax
> MaryEllen.Duffy@akleg.gov

>
>
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>
>
>
> -----Original Message-----
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]
> Sent: Friday, September 20, 2013 1:10 PM
> To: LAA Legal
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff
> Subject: RE: Recording of Anchorage Lease
>
> Doug,
>
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).
>
> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.
>
> Have a good weekend. We finally have sun in Anchorage.
>
> Don
>
>
>
> Donald W. McClintock
> Ashburn & Mason, P.C.
> 1227 W. 9th Ave. Ste. 200
> Anchorage, AK 99501
> (907) 276-4331 (voice)
> (907) 277-8235 (fax)
> www.anchorlaw.com
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>
>
> -----Original Message-----
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]
> Sent: Friday, September 20, 2013 11:04 AM
> To: Donald W. McClintock
> Subject: RE: Recording of Anchorage Lease
>
> Don,

> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

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>

>

> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 9:52 AM

> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal

> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

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>

>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
> Sent: Friday, September 20, 2013 9:15 AM
> To: Donald W. McClintock; Pamela.Varni@akleg.gov
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff
> Subject: RE: Anchorage Lease

>
> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>
> Something to be decided between you and Doug ...

>
>
>
>
>
> _____

> From: Donald W. McClintock [dwm@anchorlaw.com]
> Sent: Thursday, September 19, 2013 5:59 PM
> To: Nola Cedergreen; Pamela.Varni@akleg.gov
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff
> Subject: RE: Anchorage Lease

>
> Nola,

>
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

>
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

>
> Don

>
>
>
>
> Donald W. McClintock
> Ashburn & Mason, P.C.
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>
>
> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
> Sent: Thursday, September 19, 2013 5:41 PM
> To: Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; Donald W. McClintock
> Subject: RE: Anchorage Lease
>
> Thanks. Good info.
>
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.
>
>
> Sent from my Verizon Wireless 4G LTE Smartphone
>
>
>
> ----- Original message -----
> From: Pamela Varni <Pamela.Varni@akleg.gov>
> Date: 09/19/2013 5:52 PM (GMT-08:00)
> To: Nola Cedergreen <ncedergr@ahfc.us>
> Cc: Tina Strong <Tina.Strong@akleg.gov>
> Subject: Fwd: Anchorage Lease
>
>
> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?
Pam
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>
> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>
> Subject: Anchorage Lease
>
> Pam,
>
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.
>
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.
>
> Tina Strong
> Procurement Officer
> Legislative Affairs Agency
> PH: (907) 465-6705
> FAX: (907) 465-2918
>
>
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From: Donald W. McClintock <dwm@anchorlaw.com>
Sent: Tuesday, September 24, 2013 6:56 PM
To: 'Pamela Varni'; Nola Cedergreen
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky; 'Rep.Mike.Hawker@akleg.gov'; Heidi A. Wyckoff
Subject: RE: Recording of Anchorage Lease
Attachments: Memorandum of Lease -LIO (00152094-4).doc

All,

Please find attached a memorandum of Lease in the form earlier sent, but updated to match the effective date and to comply with AS40.17.120 as recited in the form.

If it looks good, then I suggest we circulate for signature and get it recorded as soon as is convenient.

Doug, I was not sure of your title, please double check the notarial block. Also although you approve as to form only, the recorder's office requires all signatures to be notarized, which is why that has been added.

With the notary block dated, I did remove the date block on the signatures.

Thanks

Don

Donald W. McClintock
Ashburn & Mason, P.C.
1227 W. 9th Ave. Ste. 200
Anchorage, AK 99501
(907) 276-4331 (voice)
(907) 277-8235 (fax)
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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]
Sent: Tuesday, September 24, 2013 2:43 PM
To: Nola Cedergreen; Donald W. McClintock
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky
Subject: RE: Recording of Anchorage Lease

Nola - my original is being pouched to our Anchorage LIO. Tomorrow one of our Anchorage LIO staff will deliver it to AHFC. Please note Exhibit D will be in there as well. Also, this Exhibit D corrects a \$2 annual error. Mr. Lowe's annual figure was \$3,379,658 and my monthly

lease amount to 716 W. 4th was correct but now the correct annual is \$3,379,656. \$281,638 x 12 = \$3,379,656 not \$3,379,658. Pam

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

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
Sent: Tuesday, September 24, 2013 2:29 PM
To: Donald W. McClintock; Pamela Varni
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

From: Nola Cedergreen
Sent: Tuesday, September 24, 2013 1:54 PM
To: Donald W. McClintock; 'Pamela Varni'
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

From: Donald W. McClintock [dwm@anchorlaw.com]
Sent: Tuesday, September 24, 2013 12:53 PM
To: 'Pamela Varni'
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock
Ashburn & Mason, P.C.
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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]
Sent: Tuesday, September 24, 2013 12:44 PM
To: Donald W. McClintock
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,
>
> Ok, I will give the MOU a close read and send back with all signatures.
>
> On the conformed lease, since it was notarized, what will you do with the signature dates-- we will have 2 original leases with 2 different sets of signatures on different dates.
>
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.
>
> Don
>
> Donald W. McClintock
> Ashburn & Mason, P.C.
> 1227 W. 9th Ave. Ste. 200
> Anchorage, AK 99501
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>
>
> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]
> Sent: Tuesday, September 24, 2013 12:21 PM
> To: Donald W. McClintock
> Cc: Pamela Varni
> Subject: FW: Recording of Anchorage Lease

>
> Don,
> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>
>

>
> Sent by:
> MaryEllen Duffy
> Special Assistant
> LAA Legal Services
> 907-465-6651 direct
> 907-465-2029 fax
> MaryEllen.Duffy@akleg.gov

>
>
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>
> -----Original Message-----
> From: LAA Legal
> Sent: Friday, September 20, 2013 2:00 PM
> To: 'Donald W. McClintock'
> Subject: RE: Recording of Anchorage Lease

>
> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.
> DG

>
>
>
> Sent by:
> MaryEllen Duffy
> Special Assistant
> LAA Legal Services
> 907-465-6651 direct
> 907-465-2029 fax
> MaryEllen.Duffy@akleg.gov

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> -----Original Message-----
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]
> Sent: Friday, September 20, 2013 1:10 PM
> To: LAA Legal
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff
> Subject: RE: Recording of Anchorage Lease

>
> Doug,
>

> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>

> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>

> Have a good weekend. We finally have sun in Anchorage.

>

> Don

>

>

>

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> Ashburn & Mason, P.C.
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> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Friday, September 20, 2013 11:04 AM

> To: Donald W. McClintock

> Subject: RE: Recording of Anchorage Lease

>

> Don,

> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

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> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 9:52 AM

> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal

> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

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>

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> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Friday, September 20, 2013 9:15 AM

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> Subject: RE: Anchorage Lease

>

> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

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>

>

>

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> Subject: RE: Anchorage Lease

>

> Nola,

>
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.
>
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.
>
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>
>
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> Thanks. Good info.
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> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.
>
>
> Sent from my Verizon Wireless 4G LTE Smartphone
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> ----- Original message -----
> From: Pamela Varni <Pamela.Varni@akleg.gov>
> Date: 09/19/2013 5:52 PM (GMT-08:00)
> To: Nola Cedergreen <ncedergr@ahfc.us>
> Cc: Tina Strong <Tina.Strong@akleg.gov>
> Subject: Fwd: Anchorage Lease
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> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam
>
> Sent from my iPhone

>
> Begin forwarded message:
>
> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>
> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>
> Subject: Anchorage Lease
>
> Pam,
>
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> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.
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From: Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>
Sent: Wednesday, September 25, 2013 5:34 AM
To: Donald W. McClintock
Cc: Pamela Varni; Nola Cedergreen; LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky
Subject: Re: Recording of Anchorage Lease

This works for me. I will not be back in Alaska until the first of October, but have a permanent business address in Colorado where I will be until then.

Mike

On Sep 24, 2013, at 8:56 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

All,

Please find attached a memorandum of Lease in the form earlier sent, but updated to match the effective date and to comply with AS40.17.120 as recited in the form.

If it looks good, then I suggest we circulate for signature and get it recorded as soon as is convenient.

Doug, I was not sure of your title, please double check the notarial block. Also although you approve as to form only, the recorder's office requires all signatures to be notarized, which is why that has been added.

With the notary block dated, I did remove the date block on the signatures.

Thanks

Don

Donald W. McClintock

Ashburn & Mason, P.C.

1227 W. 9th Ave. Ste. 200

Anchorage, AK 99501

(907) 276-4331 (voice)

(907) 277-8235 (fax)

www.anchorlaw.com

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

From: Pamela Varni [<mailto:Pamela.Varni@akleg.gov>]

Sent: Tuesday, September 24, 2013 2:43 PM

To: Nola Cedergreen; Donald W. McClintock

Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky

Subject: RE: Recording of Anchorage Lease

Nola - my original is being pouched to our Anchorage LIO. Tomorrow one of our Anchorage LIO staff will deliver it to AHFC. Please note Exhibit D will be in there as well. Also, this Exhibit D corrects a \$2 annual error. Mr. Lowe's annual figure was \$3,379,658 and my monthly lease amount to 716 W. 4th was correct but now the correct annual is \$3,379,656. $\$281,638 \times 12 = \$3,379,656$ not \$3,379,658. Pam

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

From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

Sent: Tuesday, September 24, 2013 2:29 PM

To: Donald W. McClintock; Pamela Varni

Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon

Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

From: Nola Cedergreen

Sent: Tuesday, September 24, 2013 1:54 PM

To: Donald W. McClintock; 'Pamela Varni'

Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon

Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

From: Donald W. McClintock [dwm@anchorlaw.com]

Sent: Tuesday, September 24, 2013 12:53 PM

To: 'Pamela Varni'

Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller

Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock

Ashburn & Mason, P.C.

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

From: Pamela Varni [<mailto:Pamela.Varni@akleg.gov>]

Sent: Tuesday, September 24, 2013 12:44 PM

To: Donald W. McClintock

Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff

Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,

>

> Ok, I will give the MOU a close read and send back with all signatures.

>

> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

>

> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

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>

>

> -----Original Message-----

> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: LAA Legal

> Sent: Friday, September 20, 2013 2:00 PM

> To: 'Donald W. McClintock'

> Subject: RE: Recording of Anchorage Lease

>

> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

>

> -----Original Message-----

> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]

> Sent: Friday, September 20, 2013 1:10 PM

> To: LAA Legal

> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff

> Subject: RE: Recording of Anchorage Lease

>

> Doug,

>

> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>

> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>

> Have a good weekend. We finally have sun in Anchorage.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

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>

>

> -----Original Message-----

> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]

> Sent: Friday, September 20, 2013 11:04 AM

> To: Donald W. McClintock

> Subject: RE: Recording of Anchorage Lease

>

> Don,

> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]

> Sent: Friday, September 20, 2013 9:52 AM

> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal

> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

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>

>

> -----Original Message-----

> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

> Sent: Friday, September 20, 2013 9:15 AM

> To: Donald W. McClintock; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>

> Something to be decided between you and Doug ...

>

>

>

> _____

> From: Donald W. McClintock [dwm@anchorlaw.com]

> Sent: Thursday, September 19, 2013 5:59 PM

> To: Nola Cedergreen; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Nola,

>

> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

>

> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

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>

>

> -----Original Message-----

> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

> Sent: Thursday, September 19, 2013 5:41 PM

> To: Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; Donald W. McClintock

> Subject: RE: Anchorage Lease

>

> Thanks. Good info.

>

> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.

>

>

> Sent from my Verizon Wireless 4G LTE Smartphone

>

>

>

> ----- Original message -----

> From: Pamela Varni <Pamela.Varni@akleg.gov>

> Date: 09/19/2013 5:52 PM (GMT-08:00)

> To: Nola Cedergreen <ncedergr@ahfc.us>

> Cc: Tina Strong <Tina.Strong@akleg.gov>

> Subject: Fwd: Anchorage Lease

>

>

> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam

>

> Sent from my iPhone

>

> Begin forwarded message:

>

> From: "Tina Strong" <Tina.Strong@akleg.gov<<mailto:Tina.Strong@akleg.gov>>>

> To: "Pamela Varni" <Pamela.Varni@akleg.gov<<mailto:Pamela.Varni@akleg.gov>>>

> Subject: Anchorage Lease

>

> Pam,

>

> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

>

> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

>

> Tina Strong

> Procurement Officer

> Legislative Affairs Agency

> PH: (907) 465-6705

> FAX: (907) 465-2918

>

>

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<Memorandum of Lease -LIO (00152094-4).doc>

From: Doc Crouse
Sent: Tuesday, October 15, 2013 11:54 AM
To: Greg Rochon; Soren Johansson
Subject: Anchorage LIO Construction cost evaluation report
Attachments: Evaluation of Cost Estimate for Downtown Development (AHFC) 10 10 2013.pdf

Attached is the Anchorage LIO Construction Cost evaluation report by BCE.

Doc

From: Nola Cedergreen
Sent: Wednesday, October 23, 2013 12:28 PM
To: Terry Kincaid; Tammy Hunter-Greco
Cc: AWilliams@PfefferDevelopment.com; dwm@anchorlaw.com; Greg Rochon
Subject: FW: Final Form LIO Lease

Hi, Alana.

I have copied the crew at AHFC who managed the collection of the signatures and documents. One set of originals should be with the owner of record/the LIO office.

Terry/Tammy.

Would you please provide Alana with the copies she requested?

Thanks.

From: Alana Williams [AWilliams@PfefferDevelopment.com]
Sent: Wednesday, October 23, 2013 12:26 PM
To: Nola Cedergreen
Cc: Donald W. McClintock (dwm@anchorlaw.com)
Subject: RE: Final Form LIO Lease

Ms. Cedergreen

I am Mark Pfeffer's assistant and he has asked me if you have a full complete copy of the LIO lease and Exhibits that you could send to me via email? The is of the understanding that 2 originals were signed, one for your office and one for ours.

Thank you

Alana Williams
Executive Assistant to Mark E. Pfeffer & Director of Accounting

PFEFFER DEVELOPMENT, LLC
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907.646.4644 | f 907.646.4655 d 907.770.4342 | c 907.952.0916

From: Donald W. McClintock <dwm@anchorlaw.com>
Sent: Wednesday, October 23, 2013 1:06 PM
To: Nola Cedergreen; Terry Kincaid; Tammy Hunter-Greco
Cc: AWilliams@PfefferDevelopment.com; Greg Rochon; Heidi A. Wyckoff
Subject: RE: Final Form LIO Lease
Attachments: LIO Lease Sept 19 2013 w signatures (00151938).pdf

We never got our conformed original, but here is the Lease itself. However, since this is not conformed with all of the exhibits, we will need our conformed original to run that--Alana, can you copy me when you get that?

Also we have not seen confirmation of the recording of the memorandum of Lease; but I should prompt LAA for that.

Don

Donald W. McClintock
Ashburn & Mason, P.C.
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Anchorage, AK 99501
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]
Sent: Wednesday, October 23, 2013 12:28 PM
To: Terry Kincaid; Tammy Hunter-Greco
Cc: AWilliams@PfefferDevelopment.com; Donald W. McClintock; Greg Rochon
Subject: FW: Final Form LIO Lease

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Terry/Tammy.

Would you please provide Alana with the copies she requested?

Thanks.

From: Alana Williams [AWilliams@PfefferDevelopment.com]

Sent: Wednesday, October 23, 2013 12:26 PM
To: Nola Cedergreen
Cc: Donald W. McClintock (dwm@anchorlaw.com)
Subject: RE: Final Form LIO Lease

Ms. Cedergreen

I am Mark Pfeffer's assistant and he has asked me if you have a full complete copy of the LIO lease and Exhibits that you could send to me via email? The is of the understanding that 2 originals were signed, one for your office and one for ours.

Thank you

Alana Williams
Executive Assistant to Mark E. Pfeffer & Director of Accounting

PFEFFER DEVELOPMENT, LLC
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907.646.4644 | f 907.646.4655 d 907.770.4342 | c 907.952.0916

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