

## LEASE

This Lease Agreement is made and entered into as of the 8 day of July, 2020 by and between the ST. THERESA CHURCH, a Roman Catholic Church in the Diocese of Fairbanks, and whose principal address is PO Box 308, Aniak, Alaska 99557, hereinafter referred to as "Lessor", and the ANIAK PUBLIC LIBRARY operated by the CITY OF ANIAK, hereinafter referred to as "Lessee", whose principal office address is PO Box 189, Aniak, Alaska 99557, for the purpose of leasing land.

WHEREAS the Catholic Bishop of Northern Alaska (CBNA) is the legal title owner of the property located in Aniak, Alaska and holds the property in trust together with a beneficial interest for the St. Theresa Church, and which property is commonly known as southeast corner of Lot Three (3) of Block Six (6) of the Townsite of Aniak according to US Survey 3093 A & B, hereinafter referred to as the "Property"; and

WHEREAS Lessor and Lessee agree that the improvements on the Property do not belong to the Lessor; and

WHEREAS Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Property under the terms and conditions hereafter set forth;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises hereafter contained, the parties agree as follows:

Property. Lessor agrees to lease to Lessee, and Lessee agree to lease from Lessor the following described real property, together with building and fixtures thereon,

6,300 square feet at the south east portion of Lot Three (3) of Block Six (6) of the Townsite of Aniak according to US Survey 3093 A & B as shown in Attachment A.

Term. The term of this Lease shall be for a period of five (5) years, commencing on the 1<sup>st</sup> day of AUGUST 2020 and expiring on the 30<sup>th</sup> day of AUGUST, 2025. An extension period of five (5) years may be requested from the Lessor by the Lessees by providing written notice to Lessor not less than ninety (90) days prior to the expiration of the current term. Lessor will notify Lessees within thirty (30) days of this notice from Lessees to extend the Lease. The extension period will not be unreasonably withheld by the Lessor.

Use. The Lessee shall use the Property for the purpose of providing a City Public Library in Aniak. The Lessor affirms that they do not own any of the improvements on the Property. However, the Lessor requires that the Lessee maintain the Property in a clean manner, including that maintaining the outside appearance of the City Public Library.

Rental. Lessee shall pay Lessor a monthly rent of \$100 per month, which does not include the cost of any utilities or services, which rent will be due and payable on the tenth day of each and every month. Lessee agrees to pay a late fee of \$25 if the monthly rent is not paid and received by the 15<sup>th</sup> of any month. The Lessor will waive the monthly public works charge for ability to tie-into sewer line cleanout on St Theresa's portion of Lot Three (3), of Block Six (6).

Maintenance: Lessee shall maintain all maintenance of the Property, including the outside grounds. In the event Lessee shall fail to so maintain the grounds of the Property. Lessor may

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choose to maintain the grounds and Lessee shall pay and reimburse all of Lessor's costs related to such maintenance.

**Taxes and Assessments.** Lessee shall pay and discharge all lawfully imposed federal, state, and local taxes, fees and assessments, if any, arising out of or in connection with the occupation and use of the Property, including but not by way of limitation real estate taxes and personal property taxes. It is understood that there are presently no such taxes, assessments or charges being levied by the town of Aniak.

**Insurance and Liability.** During the term of this Lease, Lessee shall carry sufficient Lessee's liability insurance, in an amount not less than one million dollars (\$1,000,000.00). See below regarding specific language, terms and conditions. Lessee hereby waive all claims against Lessor and CBNA and agrees to hold Lessor and CBNA harmless from all liability and expense, and all claims of liability and expense (including but not limited to actual attorneys' fees), that shall or may arise during the term of this Lease, because of Lessee's presence on or use of the Property, or access thereto by any person, or because of Lessee's failure to keep the Property in good condition and repair, or because of Lessee's failure or permitting others to fail to observe the terms and conditions of the Lease, and Lessee shall further indemnify and save Lessor and CBNA harmless against and from any and all claims arising from any breach or default on the part of Lessee to be performed pursuant to the terms of this Lease, or arising from or alleged to have arisen from any act or negligence of Lessee, or any of its members, agents, contractors, servants, employees or licensees. The waiver and indemnity just referred to shall include but not be limited to damage to real and personal property in or about the Property, and injury or death of any person in or about the Property. Lessee shall pay all cost incurred by Lessor and/or CBNA, including attorneys' fees on account of any such claim. Lessor, CBNA, their successors and assigns, i.e. the St. Theresa Church, Aniak, Alaska and the Catholic Bishop of Northern Alaska, Fairbanks, Alaska shall be deemed additional named insureds under any policy or policies of insurance, which Lessee procures. Lessee shall provide a copy of the policy to Lessor and CBNA prior to the signing of this Lease. Should Lessee fail to provide the above described insurance, Lessor and/or CBNA shall, at their sole option, purchase such insurance and submit to Lessee for reimbursement within fifteen (15) days of invoice. Any failure by Lessee to reimburse Lessor and/or CBNA shall, at the sole option of Lessor, promptly terminate this Lease and forfeit all rights of Lessee under this Lease.

**Public Liability Insurance:** Lessee shall maintain public liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence for the duration in which Lessee rents or uses the Property and name St. Theresa Church, PO Box 308, Aniak, Alaska 99557, and the Catholic Bishop of Northern Alaska (CBNA), located at 1316 Peger Rd., Fairbanks, AK 99709, and hereinafter called "Lessor" as an additional insured on such policy of insurance. It is further agreed that Lessee agrees to protect, indemnify, defend and hold harmless the Lessor against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by Lessee or its employees, agents, members or officers.

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**Additional Insured:** Lessee will name the Lessor and the Catholic Bishop of Northern Alaska as additional insureds on its public liability insurance policy for the duration of Lessee's renting or using Lessor's property for claims arising out of Lessee's operations or made by Lessee's employees, agents, students, guests, customers, or invitees. Lessee must verify that their insurance policy is primary in the event of a covered claim or cause of action against Lessor and/or CBNA. Lessee will provide proof to Lessor and CBNA that the insurance requirements have been met as outlined in this contract prior to the signing of the Lease. If and only if Lessee fails to fulfill the insurance requirements contained in this Lease, then Lessee agrees to defend, hold harmless and indemnify the Lessor and/or CBNA against and from any claim or cause of action arising out of Lessee's operations or any claim or cause of action which is brought against Lessor and/or CBNA by Lessee, their employees, agents, guests, or invitees which is alleged against the Lessor and/or CBNA, even if such claim or cause of action arose from the negligence of Lessor, CBNA, their employees or volunteers, or the negligence of any other individual or organization.

**Inspection by the Lessor:** Lessor may at any and all reasonable times check on the outside ground of the premises leased to Lessee for inspection purposes.

**No Waiver of Subrogation:** Neither Lessor nor CBNA waive any rights of recovery against the Lessee for damages that are covered by the Lessor's or CBNA's property insurance coverage.

**Alterations and Additions.** Lessee shall have the right to make any alterations or additions to the improvement or fixtures constructed upon the improvements to the Property or any part thereof, at any time or from time to time, provided all such alterations and additions are at the sole expense of Lessee, provided further that all such alterations and additions to the outside ground of the Property have been approved in writing by Lessor prior to the commencement of any work, and subject to prevailing laws and codes of all governmental bodies and agencies having jurisdiction. Upon termination of the Lease, whether resulting from expiration of the lease term or any other cause, ownership and possession of all such alterations shall pass to and remain with the Lessor.

**Mechanic's Lien.** Lessee shall hold harmless and indemnify Lessor and CBNA from or against any and all costs, expenses and liabilities from any and all mechanic's, laborer's or materialmen's liens which may be filed against the Property during the term of this Lease, resulting from any alterations additions or improvements made or authorized by Lessee. Lessee shall have the right to contest any such liens in the name of Lessor and/or CBNA as Lessee may deem necessary, providing, however, that the expense incurred by reason thereof shall be paid by Lessee.

**Default.** Any failure by Lessee to pay rent promptly when due or to comply with any other term or condition of this Lease shall, at the sole option of Lessor, promptly terminate this Lease and forfeit all right of Lessee under this Lease.

**Lessor's Access to Leased Property.** Lessor or its agent(s) or nominee(s) shall have free access to outside grounds of the Property at all reasonable times in order to examine and inspect the condition thereof, and to determine if Lessees are performing the covenants and agreements of this Lease, and to post such reasonable notices as Lessor may desire to protect the rights of Lessor.

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The right of Lessee's clients to confidentiality shall be respected in determining reasonable times for such access.

Assignment and Sub-Lease. This Lease and any interest therein shall not be subject to assignment or Sub-Lease.

Possession. Lessor agrees to deliver possession of the Property to the Lessee and upon signing of this Lease and to cancel the existing Lease on the Property.

Termination. Either of the parties may terminate this Lease upon giving written notice to the other at lease sixty (60) days in advance of such termination. Any such notice of termination shall be delivered to Lessor at its principal office at St. Theresa Church, PO Box 308, Aniak, Alaska 99557, and to Lessee at City of Aniak hereinafter referred to as Lessee, whose principal office address is PO Box 189, Aniak, Alaska 99557.

Quiet Enjoyment. Conditioned upon Lessee performing and fulfilling all of the covenants, agreements, conditions and provisions agreed to herein, Lessee shall and may at all time during the term of the Lease, peaceably, quietly and exclusively have, hold and enjoy the leased Property.

Redelivery. Upon expiration or earlier termination of this Lease agreement, Lessee shall surrender the Property to Lessor in as good condition as when received, ordinary wear and tear excepted.

Headings. The paragraph headings of this Lease are for convenience and in no way limit or enlarge the scope or meaning of the language thereof, nor shall they be deemed to affect the interpretation or construction of any provision.

Notice. Any notice may be directed to:

Lessor:  
St. Theresa Church  
PO Box 308  
Aniak, AK 99557

Lessee  
City of Aniak  
PO Box 189  
Aniak, AK 99557

Successors. This Lease and all provisions hereof shall extend to, be obligatory upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors, assigns and beneficiaries of the parties hereto.

No Third Party Beneficiary. This Lease is not intended to give or confer any benefits, rights privileges, claims, actions, or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees, or otherwise.

Entirety. This Lease embodies the entire agreement between the parties and supersedes and terminates without further rights or obligations thereunder all prior agreements and understandings relating to the Property and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have set their hands on the day and year shown below.

Lessee

LEASE

  
Signature

07/08/2020  
Date

Erica L. Kameroff for City of Aniak  
Printed Name ANIAK CITY MAYOR

Lessor

  
Signature

July 13, 2020  
Date

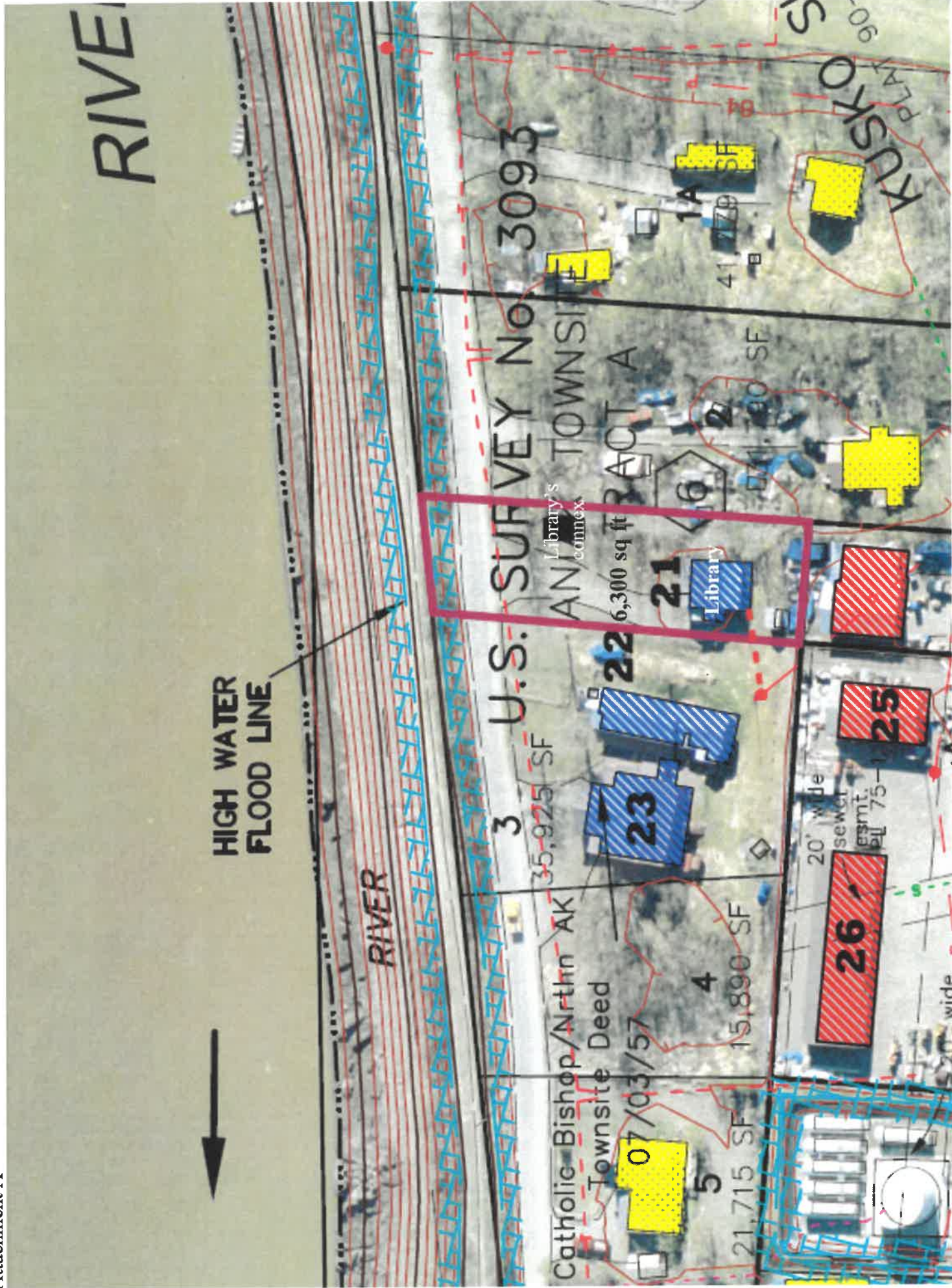
Edith E. Morgan for St. Theresa Church in Aniak, Alaska  
Printed Name

  
Signature

07/24/2020  
Date

SUSAN CLIFTON for Catholic Bishop of Northern Alaska  
Printed Name







CITYOFA-01

SSTRINGER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certification does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Hub International Northwest LLC  
35681 Kenai Spur Highway  
Soldotna, AK 99669

CONTACT  
NAME:  
PHONE (A/C, No, Ext): (907) 262-4425 FAX (A/C, No): (907) 262-6373  
E-MAIL ADDRESS: now.alaska.plinfo@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alaska Public Entity Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED  
  
City of Aniak  
PO Box 189  
Aniak, AK 99557

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GALPC5521252	7/1/2020	7/1/2021	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 15,500,000 PRODUCTS - COMPIOP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			GALPC5521252	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 15,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCPC6521252	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Catholic Bishop of Northern Alaska  
1316 Peger Road  
Fairbanks, AK 99709

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE