



Lenore Kameroff <cityofaniak@gmail.com>

Re: Library lease agreement

1 message

Edith Morgan <edithmorgan.em23@gmail.com>

Tue, Jul 16, 2024 at 12:14 PM

To: "Kathy M. Radich" <kradich@juno.com>, City of Aniak <cityofaniak@gmail.com>, Mike Lehnert <aniakvista@hotmail.com>, Clara Morgan <claramaldwin6@gmail.com>

Thank you for your response

On Thu, Jul 11, 2024, 11:01 PM Edith Morgan <edithmorgan.em23@gmail.com> wrote:

Good day Sr. Kathy and City of Aniak/ Lenore Kameroff,

As I explained to you during our phone conversation earlier today Lenore I've been slowly working on this email for the last 2 weeks due to putting up fish and my full time job which is very busy at the School District with year end tasks and prep for the next school year. I've been trying to research the history of the Aniak Library ground lease.

The end of June is when I normally send the City of Aniak an invoice for the July, August, September lease as per the lease agreement. The Lease ends Aug. 30, 2025 but the city would like to terminate the lease effective June 30, 2024. Sister Kathy, Do we have official word from the diocese stating the agreement is officially terminated? With no acknowledgement from the Diocese regarding the termination and how I should proceed I sent the City an invoice last weekend for the next quarter, IF it has been officially terminated they can disregard it.

The City's letter, addressed to CBNA and St. Theresa Catholic Church bx 308 in Aniak, dated 4/24/24, announced they were moving the library and wished to terminate the lease agreement. I sent a copy of their letter to you Sr. Kathy to forward to the proper person at the diocese. Has there been any response from the Diocese regarding the termination of the lease? Is there mutual agreement that this lease is to end?

Their letter states "ownership and possession of all alterations will pass to and remain with Lessor." Current city officials seem to think that the building now belongs to the church, which to my knowledge is not the case especially when the current lease states:

in paragraph 3: WHEREAS Lessor and Lessee agree that the improvements on the Property do not belong to the Lessor; and...

in paragraph 7: Use...The Lessor affirms that they do not own any of the improvements on the Property.

The lease speaks about insurance and liability to be provided by the City. In my mind if they terminate the lease and leave the building as mentioned in their letter, CBNA will have to purchase insurance for the property, not to mention heating fuel, maintenance, etc. for another building.

The lease is full of legal terms and I may not be understanding it correctly so please let me or at least the city know how to proceed. Lenore informed me that they still have to clear out some stuff from the building, empty and move the conex container, etc. from the property and hand over keys. (But does the church own it?) Please let us know what the next steps should be. Thank you.