

CITY OF TANANA – TANANA CITY SCHOOL DISTRICT

GREENHOUSE LEASE AGREEMENT

THIS GREENHOUSE LEASE AGREEMENT (this “Lease”) is entered into on this ____ day of _____, 2019, by and between Tanana City School District, an Alaska corporation whose address is 89 Front Street Tanana, Alaska 99777 (“Lessor”) and the City of Tanana, whose address is P.O. Box 249, Tanana, Alaska 99777 (“Lessee”).

The parties mutually agree that the terms and conditions of this Lease shall be as follows:

1. The Premises. Lessee acknowledges that Tanana City School District, has site control of the property subject to this Lease. The real property that is leased by this agreement (the “Premises”) is the surface estate of the following real property located within the southeast portion of Lot 11, U.S. Survey 5958 in Tanana, Alaska, Fort Gibbon Recording District, Fourth Judicial District, State of Alaska, described as follows and mapped as Exhibit A attached hereto:

Within the southeast portion of Lot 11, USS 5958, immediately north of the school and west of School Street, Tanana City School District, IC 1025, and subject to all valid existing rights of that Interim Conveyance (see attached plat).

2. TERM. The term of this Lease shall be for an indefinite period, commencing on _____, 2019 and expiring when forfeited or terminated according to the circumstances described in paragraph 23 herein.

3. RENEWAL. Lessor and Lessee may agree to renew this Lease following Tanana City School District’s completion of the 14(c) Re-conveyance process, unless the Lease has been forfeited or terminated prior to the expiration of the Lease term.

4. USE OF THE PREMISES. The Premises may be used only for the purposes of constructing, maintaining, and operating a community greenhouse and related improvements, as well as for pedestrian and vehicular ingress, egress, and parking.

5. NO WARRANTIES. Lessor makes no representations or warranties regarding the zoning or suitability of the Premises for any purpose intended by Lessee and authorized by this Lease.

6. **CONSIDERATION.** No payment is required for the use contemplated by this Lease. Land values are being donated to the community of Tanana for public purposes.

7. **LAWFUL USES ONLY.** Lessee agrees not to use, allow, or cause to be used any part of the Premises or improvements for any unlawful conduct or purpose. All activities authorized by this Lease shall be conducted in compliance with all federal, state, and local laws and regulations now or hereafter in force.

8. **IMPROVEMENTS BY LESSEE.** Lessee is allowed to make alterations, installations, and improvements in or to the Premises for the purpose of constructing, maintaining, and operating a greenhouse and related facilities.

9. **REPAIRS.** Lessee shall make all repairs and perform such maintenance services required to keep the Premises and improvements in a safe, useful, and good condition.

10. **HAZARDOUS MATERIALS PROHIBITED.** No hazardous materials may be used or stored on the Premises. Hazardous materials are those defined as such by the U.S. Environmental Protection Agency and State Statute, and generally are those materials or substances which are flammable; can react or explode when mixed with other substances; are corrosive; or are toxic; or poisonous to animals or plants.

11. **ENVIRONMENTAL QUALITY.** No hazardous substances are to be discharged onto the Premises, or surrounding lands or water. All trash and refuse are to be removed from the Premises, not buried or stored there, and the area is to be kept neat, clean, orderly, and in a safe condition.

12. **PERMITS.** Lessee is responsible for obtaining all federal, state, and local permits and licenses pertaining to their activities.

13. **CULTURAL PROPERTY.** Lessor retains title to all cultural resources that may exist within the Premises. Lessee shall not disturb or remove historical-cultural or archeological properties or artifacts that may be found on the Premises, and shall immediately notify Lessor of any such discoveries at its Tanana office.

14. **ASSIGNMENT.** This Lease, or any right, obligation, or improvements on the Premises, may not be assigned, subleased, or otherwise transferred by Lessee without the prior written consent of Lessor.

15. **NO LIENS OR ENCUMBRANCES.** Lessee shall not allow the Premises or any improvements thereon to become subject to any lien, judgment, charge or encumbrance whatsoever; and shall indemnify and defend Lessor against same, clearing the title of same should they occur.

16. INDEMNIFICATION. Lessor shall not be liable for Lessee or any person claiming through Lessee for any injury, death, or damage to Lessee or any other person; or for any damage to, or loss of any property of Lessee or any other person, irrespective of the cause of such injury, death, damage or loss, except where caused by Lessor's willful act or omission. Lessee shall indemnify, defend and hold Lessor harmless from any and all costs, claims, demands, suits, losses, liability and expenses for injury or death to persons, and damage to or loss of property arising out of or connected with the exercise of the privileges granted Lessee by this Agreement.

17. CLAIMS. The parties acknowledge that the Premises may be subject to existing or unasserted claims by third parties under the Native Allotment Act (1906), as amended, Section 14(c) of the Alaska Native Claims Settlement Act (1971), as amended, or other authority. The parties agree to subsequently modify the description of the Premises to exclude any third-party claim finally determined to be valid.

18. SUBSURFACE RESOURCES. Lessee may not excavate any subsurface material, including silt, sand, rock or gravel located within or under the Premises, unless they have signed a written agreement with the subsurface owner, Doyon, Ltd., provided a copy to Lessor, and received written approval from Lessor for such removal. Any such agreement is a separate obligation of Lessee and is not included in this agreement.

19. REMOVAL OF IMPROVEMENTS. Personal property owned by Lessee and located on the Premises shall be removed within 30 days after the termination of the Lease, seasonal weather permitting; as within 30 days of spring weather commencing.

20. RESTORATION OF PREMISES. Upon termination of the Lease, Lessee shall, at their own cost, restore the Premises to a permanently safe, useful and good condition; or leave the improvements in place, as approved by Lessor.

21. ACCESS BY LESSOR. Lessee shall allow Lessor agents to enter upon the Premises, at any reasonable time, for the purpose of making an inspection thereof and for any other purpose which does not materially interfere with the use of the Premises by Lessee.

22. QUIET ENJOYMENT. Lessor covenants and agrees that so long as Lessee performs all obligations under this lease, they shall peaceably and quietly have, hold and enjoy the Premises for the term of the Lease.

23. TERMINATION. The Lease shall terminate upon the expiration date or earlier upon mutual agreement in writing of both parties. The Lease may also be terminated upon completion of Lessor's 14(c) Reconveyance process; or upon 30 days written notice by Lessor as the result of any breach or default arising from the Lessee's failure to perform any obligations.

During this notice period, breach or default may be corrected. The Lessee shall quietly and peaceably leave and surrender all of the Premises to Lessor on the last day of the term of the Lease, subject also to paragraph 19 above.

24. NONWAIVER. The failure by Lessor to insist upon the strict performance or observance of any obligation of the Lessee, shall not be construed as a waiver or relinquishment of the future performance of any such obligation or the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

25. The Lessee, City, agrees to support the Lessor, School District's educational mission of use the greenhouse for Tanana students.

26. NOTICE. Any notice or other communication required under the terms of this Lease or by law shall be in writing and shall be delivered or sent by certified mail, postage prepaid, return receipt requested (without restricted delivery), to the appropriate party at the address specified hereafter, or such other address as that party may designate in writing to the other party from time to time:

Lessor:	Tanana City School District 89 Front Street Tanana, Alaska 99777
Lessee:	City of Tanana P.O. Box 249 Tanana, Alaska 99777

26. MODIFICATION. This Lease may be amended by the written mutual consent of both parties.

27. SEVERABILITY. If any provisions of this Lease is held to be invalid, such holding shall not affect the validity of any other provision of this Lease, which shall remain binding upon the parties.

28. APPLICABLE LAW. The validity, performance, and construction of this Lease shall be governed by the laws of the State of Alaska.

29. DISPUTES. Any disagreement about the operation of this Lease is to be resolved with mediation as agreed by both parties.

30. FORCE MAJEURE. If any party is delayed or prevented from the performance of any act required by this Lease by reason of flood, earthquake, other acts of God, inability to

procure materials or any other sufficient cause which is without the party's fault and is beyond the reasonable control of such party, the performance of such acts shall be excused for the period of the delay; and a period equivalent to the period of such delay shall be added to the performance time.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the effective date of this Lease Agreement, both parties being authorized by their organizations to do so.

By: _____
Courtney Agnes
President
Tanana City School District

By: _____
Patrick Moore
Mayor
City of Tanana

Date

Date

Attachment: Greenhouse Plat

STATE OF ALASKA)
) ss.
Fourth Judicial District)

THIS IS TO CERTIFY that on the day of July, 2016, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ as the President of Tanana City School District, and who executed the foregoing instrument on in such official capacity, and s/he acknowledged to me that s/he signed said instrument as the free and voluntary act and deed of Tanana City School District, for the uses and purposes therein stated and that s/he was duly authorized to do so on behalf of said corporation.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
Fourth Judicial District)

THIS IS TO CERTIFY that on the day of July, 2016, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ as the Mayor of the City of Tanana, and who executed the foregoing instrument in such official capacity, and s/he acknowledged to me that s/he signed said instrument as the free and voluntary act and deed, for the uses and purposes therein stated and that s/he was duly authorized to do so on behalf of said corporation.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.

Notary Public in and for Alaska
My Commission Expires: _____