

RE-RECORDED  
LEASE AGREEMENT

BOOK ~~0036~~ PAGE ~~114~~

BOOK 37 PAGE 180  
Kotzebue Recording District

This Lease is made and entered into as of the 13<sup>th</sup> day of DECEMBER, 1988, by and between Kikiktagruk Inupiat Corporation, hereinafter called "KIC" or the "Lessor", and the Northwest Inupiat Housing Authority, a regional housing authority organized pursuant to the laws of Alaska, hereinafter called the "Lessee".

W I T N E S S E T H

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged Lessor and Lessee hereby covenant and agree as follows:

1. PREMISES. (a) Lessor hereby leases to Lessee that certain land in Kotzebue, Alaska (hereinafter called the "premises") which is described more fully as: Plat 89-1 TOWER SUBDIVISION - A portion of U.S. Survey No. 2645 Tract 10 according to Interim Conveyance No. 1364 located in Kotzebue, Alaska, containing 19.972 acres more or less.

Lots 1, 2 & 3,	Block 1,	Plat 89-1
Lots 1, 2, 7, 8 & 9,	Block 2,	Plat 89-1
Lots 1, 2 & 3,	Block 3,	Plat 89-1
Lots 1, 6, 7 & 8,	Block 4,	Plat 89-1
Lot 1,	Block 5,	Plat 89-1

IF any lot in this lease is not utilized, an amendment to this lease will be filed and recorded, thereby canceling any right of use by the housing authority to lots stated in the amendment.

(b) The premises shall exclude all easements and right of ways of record on the premises and, as and when they may arise from the subdivision of the premises according to the plan of subdivision submitted by Lessor and Lessee and approved by HUD under paragraph 12 of this agreement and are accepted by municipal authority, all easements, right of way and other interests in real property determined by the plan of subdivision to be set aside for public purposes.

2. USE OF PREMISES. The premises shall be used for the purpose of constructing and operating a Public Housing Project and its appurtenances, known as Project AK06B006034, (hereinafter called the project) under the provisions of the United States Housing Act of 1937, 50 Stat. 888, as amended, and for such other purposes, not inconsistent with the foregoing, as may be approved by the Lessor and HUD. None of the premises may be used for any purpose other than residential use and related easements. During the term of the lease, the Lessee shall keep the premises and the improvements thereon in reasonable condition and repair and will abate any public or private nuisances occurring thereon.

Page 1 of 8     Jeffery J. Hadley, Executive Director  
Northwest Inupiat Housing Authority  
P.O. Box 331  
Kotzebue, Alaska 99752

Kotzebue Recording District  
This is being re-recorded to correct Paragraph F on Page 7.

This instrument is being recorded by TransAlaska Title as an accommodation only. It has not been examined as to its effects, if any, on the title of the estate herein.

C-89-68 C90-43

3. TERM. Lessee shall have and hold the described Premises with their appurtenances for a term of FIFTY (50) years beginning on the date first above written. Except as provided herein, this lease may not be terminated by either or both parties during its initial or renewal term without the consent of HUD or until the HUD interest in the project has been terminated.

4. CONSIDERATION. In consideration of the Lessor entering into this Lease, Lessee agrees to credit One Thousand Five Hundred Dollars (\$1,500.00) as a mutual-help contribution to each of the participants who will occupy the lots resulting from the subdivision of the Premises as a Home Buyer (hereinafter called the "Home Buyer") under the terms of the Mutual Help and Occupancy Agreement (hereinafter called the "MHOA") entered into with Lessee. A sample MHOA is attached hereto as Exhibit A. In addition, Lessee shall pay Lessor the sum of One Dollar (\$1.00) as rental for the Premises for the term, payment to be made in advance.

5. HOUSING CONSTRUCTION AND MANAGEMENT. (a) Lessee agrees to construct and manage family residential housing units on the Premises all pursuant to the terms of the Annual Contribution Contract (hereinafter called the "ACC") between Lessee and HUD and the MHOA between Lessee and the Home Buyers. A copy of such ACC is attached hereto as Exhibit B.

(b) Nothing in this Lease shall be construed as a guarantee, bond or other assurance or assumption by Lessor of the obligation of a Home Buyer under MHOA.

6. SUBLEASES. The Lessee is hereby authorized to make subleases and assignments of its leasehold interest in connection with development and operation of the Public Housing Project. All such subleases to the Home Buyers shall be at no charge and shall be subject to the terms and conditions hereof. Lessee shall provide Lessor with a copy of each such sublease. During the term of any sublease, should the participant be or become an owner of the land, it is hereby agreed that a merger of interest shall not occur.

7. ASSIGNMENTS. This lease shall not otherwise be assigned, in whole or in part, without the prior written consent of the Lessor and HUD, during the time each has a financial interest in the project; provided however that the Lessee may assign this lease in whole or in part of deliver possession of the Premises to the United States of America in the event of the issuance of a Notice of Substantial Default or Substantial Breach of any financial assistance contract between Lessee and the United States of America.

8. IMPROVEMENTS. All improvements shall be and remain the property of the Lessee or its assigns. Upon the expira-

tion or termination of the lease, the Lessee or its assigns shall have the right to remove all such improvements within sixty (60) days following such expiration or termination, after which time any remaining improvements shall become the property of the Lessor.

9. INSURANCE. (a) Lessee shall obtain and pay for owners', landlords' and tenants' public liability insurance, excluding property damage, in amounts acceptable to Lessor and HUD. It is understood and agreed that the term "owners" includes both the United States and Lessor. Lessee shall provide Lessor a copy of all such policies upon request.

(b) Lessee and its assigns shall defend, indemnify and hold the Lessor and the United States harmless from any claim of whatsoever nature arising out of the use or occupancy of the Premises.

10. UTILITIES. Lessor is under no obligation to provide utilities to the Premises, nor is Lessor obligated in any manner to construct or improve any public road to provide access to the Premises or any part thereof.

11. SHARE OF BENEFITS FROM LEASE. No member of Congress or any delegate thereto or any resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise herefrom.

12. SUBDIVISION AND QUIET ENJOYMENT. (a) Lessor agrees that it will submit, to the platting authority of the state or political subdivision having jurisdiction, a plan of subdivision of the premises appropriate to the project, prepared by Lessee, at Lessee's cost, with the approval of Lessor and HUD. This lease agreement and all the terms of it apply to the Premises and each parcel of it as subdivided to the same extent as to the original Premises and in no case does the interest conveyed by Lessor to Lessee or any interest of a subleasee exceed the term of the leasehold interest conveyed by this lease agreement.

(b) Lessor agrees to defend the title to the Premises conveyed to Lessee and also especially agrees that Lessee and its tenants shall peaceably and quietly hold, enjoy and occupy the Premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person lawfully or equitably claiming by, through or under Lessor.

13. TAXES. The parties acknowledge that pursuant to the Alaska Statutes, AS 18.55.250 and AS 18.55.996 (b) and the Cooperation Agreement with the City of Kotzebue, the property of Lessee is exempt from all taxes and special assessments. In the event of the establishment of additional

taxing bodies claiming taxing authority and jurisdiction with respect to the Premises leased herein, the Lessee will enter into a HUD-approved Cooperation Agreement with said body or bodies, which Cooperation Agreement shall establish Lessee's obligation to make payments in lieu of taxes. Should a charge be imposed by a public taxing body against Lessor's residual interest in the Premises, if any, and it is determined that such a charge is not already provided for through the Cooperation Agreement, Lessee agrees to assume responsibility for the satisfaction of any charges deemed owing.

14. CONDEMNATION. In the event at any time or times during the term of this lease, including any and all extensions, if all or part of the Premises shall be taken or condemned by any authority have the power of eminent domain then, in every such case, the estate and interest of Lessee in the premises so taken or condemned shall at once cease, and the award for the Premises so taken shall be allocated as follows: ALL compensation and damages payable for or on account of any improvement which is the property of Lessee, together with the value of any improvement which is the property of Lessee, together with the value of the unexpired leasehold interest of Lessee subject to the equity interest of any Home Buyer in accordance with the MHOA shall be payable to and be the sole property of Lessee. For the purposes of determining the value of the unexpired leasehold interest of Lessee, the present value of the leasehold of Lessee at the time of execution of this lease shall be deemed to be One Thousand Five Hundred Dollars (\$1,500.00) for each subdivided lot included in the Premises. All other compensation and damages shall be payable to and be the sole property of Lessor.

15. RIGHT OF FIRST REFUSAL. (a) At any time during the term of this lease or any extensions hereof, should Lessee or any of its sublessees desire to transfer all or part of its interest in the Premises and/or the improvements located thereon, then the Lessee shall give Lessor sixty (60) days written notice of its intention or the intention of the sublessee to make such disposition. Such a notice shall include (1) a statement of intention to transfer, (2) the name and address of the prospective purchaser, (3) the description of the property and interest to be transferred, and (4) the terms of such transfer. Within forty-five (45) days after the receipt of such notice Lessor may, at its option, elect to acquire the interest in the Premises and property to be transferred. Such acquisition by Lessor shall be on the same terms as set forth in the notice.

(b) The provisions of this Section 15 shall not apply to any transfer may by Lessee of all or part of its interest in the Premises where such transfer is being made to a qualified Home Buyer under the terms of the MHOA.

16. DEFAULT AND TERMINATION. (a) The Lessee's failure to undertake the construction and management of housing units located on the lots created under the subdivision provided for under Section 12. (a) of this agreement and included in the premises under the Mutual Help Program shall result in a termination of this lease as to all lots not so utilized.

(b) With one (1) year following the destruction of a house built upon a lot in the Premises, Lessee shall notify Lessor of its intention to rebuild a house upon such a lot. Lessee shall have one year from the date of the notice of election to rebuild such a house. Should Lessee elect not to rebuild or fail to make an election or should such house not be rebuilt within such one year period, then this lease shall terminate as to such lot.

(c) In the event of a termination as provided in subparts (a) and (b) hereof, this lease will be terminated with respect to the affected lot or lots, but this lease of the Premises with respect to those lots unaffected by the termination shall service and continue in full force and effect subject to the conditions, terms and covenants contained in this lease.

(d) Upon the termination of this Lease pursuant to the provisions of this Section 16, Lessee shall execute such release suitable for recording as Lessor may require to reflect the termination of the Lease as to the affected lots.

(e) The parties hereto acknowledge a residential unit may not be used for a commercial purpose as long as it is subject to the MHOA. The Lessee agrees that it shall enforce the terms and provisions of the MHOA, including but not limited to those prohibiting the commercial use of the units.

17. FORCE MAJEURE. If any party shall be delayed or prevented from the performance of any act by this Lease by reason of flood, earthquake, other acts of God, war, strike, walkout, labor troubles, inability to procure materials or any other cause, without fault and beyond the reasonable control of such party, performance of such act shall be executed for the period of the delay; and a period equivalent to the period of such delay shall be added to the performance time.

18. SURRENDER OF POSSESSION. If upon expiration or other termination of this Lease, further use rights are not granted to the Lessee or its assigns by the Lessor, said Lessee or its assigns shall, upon demand, surrender to the Lessor complete and peaceable possession of the Premises.

19. UNLAWFUL CONDUCT. The Lessee agrees not to use or cause to be used any part of said Premises for any unlawful conduct or purposes.

20. UPON WHOM BINDING. It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon heirs, assigns, successors, executors, and administrators of the parties of this Lease.

21. NOTICE AND DELIVERY. (a) All notices contemplated by this Lease shall be in writing. Any notice or other document contemplated by this Agreement shall be deemed sufficiently delivered if mailed by United States certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lessor:  
Kikiktagruk Inupiat Corporation  
P.O. Box 1050  
Kotzebue, Alaska 99752

If to Lessee:  
Northwest Inupiat Housing Authority  
688 Otter Street, Box 331  
Kotzebue, Alaska 99752

(b) Delivery by mail shall be deemed effective and complete only when received by the party to whom such notice is directed, as evidenced by return receipt.

(c) Any notice or other document contemplated by this lease may be delivered by personally serving said notice or other documents upon the designated agent of the party at the address indicated above, or the registered agent of the party. In the event of delivery by personal service, delivery shall be deemed effective and complete on the date of said personal service. In the event of delivery by personal service a courtesy copy shall be mailed to the party at the address above.

(d) The address to which a party desires that notices and other documents be delivered may be changed at any time by giving written notice thereof to the other parties.

22. GENERAL PROVISIONS. (a) Modification of Lease. This Lease may only be modified by a document in writing executed by all parties to the Lease with prior HUD approval.

(b) Entire Lease. This Lease embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter thereof.

(c) Waiver. The failure of any party to this Lease to in-

sist upon the strict performance of any provision of this Lease or to exercise any right, power or remedy consequent upon a breach thereof shall not constitute a waiver by said party of any such provision, breach, or subsequent breach of the same or any other provision.

(d) Remedies. Except as otherwise provided in this Lease, parties hereto shall be entitled to any or all remedies provided by law.

(e) Severability. If any provision in this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall be affected thereby.

(f) Headings. Descriptive paragraph headings throughout this Lease are for convenience and reference only; the words contained therein shall be held to expand, modify, amplify, or aid in the interpretation, construction, or meaning of this lease.

(g) Execution of Documents. The parties agree to execute such other documents as from time to time are necessary to effectuate the purpose of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates first herein above set forth.

KIKIKTAGRUK INUPIAT CORPORATION

By: Frank P. Greene

Its: PRESIDENT

NORTHWEST INUPIAT HOUSING AUTHORITY

By: Jeffrey J. Hordley

Its: Executive Director

STATE OF ALASKA           )  
                                  ) ss.  
THIRD JUDICIAL COURT    )

THIS IS TO CERTIFY that on this 16<sup>th</sup> day of December, 1988, before me the undersigned Notary Public, personally appeared Frank P. Greene, to me known and known to be the President, of KIKIKTAGRUK INUPIAT CORPORATION, the corporation named in the foregoing Lease, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing Lease as the free act and

deed of the corporation for the uses and purposes therein stated.

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

Dein A. Schaeffer  
Notary Public in and for Alaska  
My Commission expires: 3/18/90



STATE OF ALASKA           )  
                                  ) ss.  
THIRD JUDICIAL COURT    )

THIS IS TO CERTIFY that on the 28 day of DECEMBER, 1988, before me the undersigned Notary Public, personally appeared JEFFREY J. HADLEY to me known and known to be the EXECUTIVE DIRECTOR of NORTHWEST INUPIAT HOUSING AUTHORITY the corporation named in the foregoing Lease, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing Lease as the free act and deed of the corporation for the uses and purposes therein stated.

WITNESS my hand and notarial seal on the day and year in this certificate fire above written.

Jeffrey J. Hadley  
Notary Public in and for Alaska  
My commission expires: 9-20-89



## KIKIKTAGRUK INUPIAT CORPORATION

## RESOLUTION 88-05

WHEREAS; Kikiktagruk Inupiat Corporation is the Village Corporation formed for the Village of Kotzebue under the Alaska Native Claims Settlement Act; and

Whereas; Northwest Inupiat Housing Authority has approached Kikiktagruk Inupiat Corporation for use of land within Kotzebue for the purpose of constructing and operating a Indian Housing Project.

NOW THEREFORE BE IT RESOLVED, that the Kikiktagruk Inupiat Corporation Board of Directors authorizes its' President to sign the Lease with Northwest Inupiat Housing Authority.

## CERTIFICATION

I, the undersigned, as Chairman of Kikiktagruk Inupiat Corporation, hereby certify that the Board of Directors of the Corporation is composed of nine members of whom five, constituting a quorum, were present at a meeting thereof, duly and regularly called, noticed, convened and held this 13th day of December, 1988, and that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 8 for, 0 against, and 1 not voting.

Dated this 13th day of December 1988.

ATTEST:

Cheryl L. Edenshaw  
Secretary

[Signature]  
Chairman

RETURN TO:  
NORTHWEST INUPIAT HOUSING AUTHORITY  
P.O. Box 331  
Kotzebue, AK 99752

90-192

RECORDED - FILED 34
KOTZEBUE REC. DIST.
DATE Apr. 24 1990
TIME 8:40 A.M.
Request by [Signature]
Address Rm 10: Northwest Inupiat Housing Authority

729357

89-0442  
34-442-  
RECORDED - FILED  
KOTZEBUE REC.  
DISTRICT

AUG 4 9 41 AM '89

ADDRESS Rm 10: Northwest Inupiat Housing Authority

← Northwest Inupiat Housing Authority

602712

This instrument is being recorded by TransAlaska Title as an accommodation only. It has not been examined as to its effects, if any, on the title of the estate herein.