



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99654-7091
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COUNCIL MEMORANDUM NO. 95-33

From: City Planner

Date: April 5, 1995

Subject: Offer to assign the remaining term of Alaska Department of Natural Resources (ADNR) lease (ADL 213114) for Smith Ballfields from the Wasilla Area Athletic League to the City of Wasilla.

BACKGROUND

The administration has received an offer from the Wasilla Area Athletic League, represented by Jim Ressler, to assign the remaining 45 years or so remaining on the lease with ADNR for the Smith Ballfields complex. W.A.A.L has experienced declining participation over the last several year such that they are now looking for another non-profit or charitable organization to take over responsibility for the site.

Because the Smith Ballfields complex is a substantial recreational development located within the City of Wasilla, W.A.A.L would like to see the City take over the responsibility for the site. W.A.A.L would like to see the site remain available for the recreational uses for which it was originally developed. If the City is not interested, the lease could be assigned to some other not-for-profit organization such as another athletic organization, a church or some other type of organization. In the alternative, the lease could also be assigned to the Mat-Su Borough if they would agree to accept it.

The site has three (3) baseball fields and one (1) soccer field. W.A.A.L intends to improve the site further by adding new dugouts and a T-ball field this spring as it expends the last of its organizational funds.

The cost of accepting the assignment of lease is \$100.00 to submit the paperwork to ADNR. The annual fee for the lease has been reduced from the original \$775.00 per year to \$1.00 per year or less. If the Council authorizes the acceptance of the assignment by ordinance (attached), then it should be aware that a certain basic level of park maintenance cost will be reflected in future Public Works budgets. What the basic level of maintenance will be is something that will have to be determined through the budgeting process. The lease would give the City a greater measure of control over the management of this recreational facility, however, to ensure the highest and best use of the site is considered in the public interest.

Duane Dvorak,
City Planner

Councilman Carney requested to re-word the third sentence under "Now Therefore Be It Resolved" to read as follows: "Sanitary and solid waste, or facility maintenance activities needed for the activity which are over and above those normally provided the location will be provided by the permittee." There was no objection, so ordered. Motion to adopt Resolution No. WR95-19 passed.

B. Assignment of Lease of Smith Ball Fields:

1. Ordinance Serial No. 95-22: Accepting Assignment of Smith Ball Field Lease; (Adoption)
2. CM. No. 95-33: Offer of assignment of Lease of Smith Ball Field;

Motion/Second: Palin/Carney

To adopt Ordinance Serial No. 95-22.

Motion/Second: Hartrick/Chase

To amend Ordinance Serial No. 95-22 requiring that language be inserted into the lease assignment which would relieve the City of the responsibility for the existing land fill. No objection, so ordered.

There was no objection to amend the lease further by adding wording to assure that the City would not have cause to have additional cash outlay to purchase the facilities existing on the lease property. No objection, so ordered.

The motion to adopt Ordinance Serial No. 95-22 as amended passed.

C. Bumpus Sports Complex: (Postponed)

1. Resolution No. WR95-15:
2. Deuser Written Report

Motion/Second: Carney/Palin

To adopt Resolution No. WR95-15.

There was no objection amending Resolution No. WR95-15 by deleting the words "tournament capable" from Now Therefore Be It Resolved, so ordered.

There was no objection to amending Resolution No. WR95-15 by deleting the word "all" and inserting the words "up to" in the title and in Whereas #4, so ordered.

Motion/Second: Chase/Hjellen

To postpone Resolution No. WR95-15 to a public hearing and final action on May 22, 1995. Motion tied with Mr. Chappel, Mr. Hartrick and Mrs. Palin dissenting. Mayor Stein broke the tie voting yes causing the motion to pass.

D. Summer Recreation Program:

1. CM. No. 95-35:

Mayor Stein read correspondence from the Parks & Recreation Commission, attached, outlining 4 options and indicating that the option to utilize gym time for a portion of the summer recreation program is no longer available. The Parks and Recreation Commission recommended approval of Option #3.

See attached instructions

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LAND AND WATER MANAGEMENT
P.O. BOX 107005
ANCHORAGE, ALASKA 99510-7005

ASSIGNMENT OF LEASE

For value received, I (We) Jim Ressler, Boardmember, Wasilla Area Athletic League
mailing address of _____

lessee(s) under that certain lease designated as ADL No. 213114 covering the
following described property: ASLS 83-91, Located within Section 16, Township 17
North, Range 1 West, Seward Meridian totalling 27
acres.

Section _____, Township _____, Range _____, _____ Meridian
hereby assign for good and valuable consideration, all right, title and interest,
and subject to all rents, covenants and conditions, in said lease to assignee _____
City of Wasilla

mailing address of _____ 290 E. Herring Avenue
Wasilla, AK 99654

successors and assigns, for the unexpired term thereof, commencing on April 30, 19⁰⁵
_____, _____, and expiring on May 31, 2039, _____.

IN WITNESS WHEREOF, the Assignor has hereunto set his hand and seal this _____ day
of _____ 19 _____.

Jim Ressler, W.A.A.L Boardmember

ASSIGNOR(S)

STATE OF ALASKA)
) ss.
_____ Judicial District)

THIS IS TO CERTIFY that on this _____ day of _____, 19 _____,
before me appeared _____
to me known and known to me (or proved to me on the basis of satisfactory evidence)
to be the person named in and who executed the Assignment and acknowledged
voluntarily signing the same.

Notary Public in and for the State of Alaska
My Commission Expires: _____

ADL No. _____

The assignee(s) _____
herein expressly assume(s) the obligation to pay any and all prior, or delinquent
taxes, liens of any nature, penalties, interest, or any other obligations charged
against the lands described herein above as of the date of this assignment.

John C. Stein, Mayor
City of Wasilla

ASSIGNEE(S)

STATE OF ALASKA)
)
) ss.
_____ Judicial District)

THIS IS TO CERTIFY that on this _____ day of _____, 19____,
before me appeared _____
to me known and known to me (or proved to me on the basis of satisfactory evidence)
to be the person named in and who executed the Assignment and acknowledged
voluntarily signing the same.

Notary Public in and for the State of Alaska
My Commission Expires: _____

APPROVED:

Supervisor, Contract Administration
DIVISION OF LAND AND WATER MANAGEMENT

Date

INFORMATION AND INSTRUCTIONS FOR ASSIGNMENT OF LEASE

GENERAL

1. Three (3) forms with original signatures and notarization on each, to be returned. ^{4100.00}
2. A ~~\$50.00~~ filing fee for each assignment.
3. A current mailing address for both assignor and assignee.
4. The marital status should follow the assignee's name. For individual persons it would be stated as "a single woman", "a single man" or a "a married woman", "a married man". As husband and wife, it is necessary to know the survivorship preference, this would be stated as "husband and wife, as tenants by the entirety with full rights of survivorship" or "tenants in common". If you are other than husband and wife, the assignment will state both names, as "tenants in common".

EXCEPTIONS

1. When there are two or more lessees:
 - a. and you are deleting one of the original lessees, all signatures are required as assignor and the remaining lessees as assignee.
 - b. and one of the lessees is assigning his interest to another person, the assignment should reflect the remaining parties as assignee and not just the individual which the property is being assigned to.
2. Corporate signatures on an assignment require signature by a corporate officer on behalf of a corporation bearing an acknowledgment that the assignee is an officer of, and has been authorized by the corporation to execute the assignment. The assignment must bear the corporate seal. Also submitted with the assignment should be a copy of the Articles of Incorporation and Corporate Resolution.

HOMESTEADS, HOMESITES AND REMOTE PARCELS CANNOT BE ASSIGNED EXCEPT AS SPECIFIED IN THE LEASE OR PERMIT.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LAND AND WATER MANAGEMENT

Pouch 7-005
Anchorage, Alaska 99510

ADL No. 213114

LEASE AGREEMENT
AS 38.05.315(d)

This Lease Agreement is made and entered into this 1st day of June, 1984, between the State of Alaska, by and through the Director of the Division of Land and Water Management with the consent and concurrence of the Commissioner of Natural Resources (hereinafter referred to as "the Lessor"), and THE WASILLA AREA ATHLETIC LEAGUE

whose address is P.O. Box 87237, Wasilla, Alaska 99687

(hereinafter referred to as "the Lessee").

WITNESSETH:

WHEREAS, the Lessor has undertaken the necessary administrative actions under applicable laws and regulations to fully authorize and enable the lease of the Parcel described herein, which is acknowledged by the Lessee by his signature hereto;

WHEREAS, the Lessee is aware of the provisions of Title 38, Alaska Statutes, Title 11, Alaska Administrative Code, and other applicable laws, regulations, and ordinances, and fully understands the duties and obligations of the Lessee under this Lease, and the rights and remedies of the Lessor,

NOW THEREFORE, the Lessor and the Lessee, in consideration of the mutual covenants and conditions stated in this Lease, agree as follows:

The Lessor agrees to lease to the Lessee the following parcel of land (hereinafter referred to as "the Parcel") which is situated in the State of Alaska and is described as follows:

Alaska State Land Survey 83-91 located within Section 16,
Township 17 North, Range 1 West, Seward Meridian totalling
27 acres.

EXCEPTING AND RESERVING THEREFROM, to the Lessor and its assigns during the term of this Lease, the following specific interests, which shall be in addition to and not in derogation of any general reservations to the Lessor which are required by law and which may be stated elsewhere in this Lease:

Subject to: Platted easements and reservations,
Rights-of-Way Permits 448 and 24548
Attachments A & B, attached hereto
and made a part hereof.
Unrestricted public use and access.

TO HAVE AND TO HOLD the said demised premises for a term of fifty-five (55) years commencing on the 1st day of June, 19 84 and ending at 12 o'clock midnight on the 31st day of May, ~~19 2039~~, unless sooner terminated as hereinafter provided.

The Lessee shall pay to the Lessor rental as follows: Equal annual payments, in advance, on or before the _____ day of _____ of every year during said term at the rate of Seven hundred seventy five dollars (\$ 775.00) per annum, such annual rental payments to be subject to adjustment following expiration of the initial 25-year period of this lease and at each 10-year period thereafter pursuant to AS 38.05 as enacted, or as may be hereafter amended.

It is agreed that the covenants, terms and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

THE LESSOR AND THE LESSEE FURTHER COVENANT AND AGREE AS FOLLOWS:

1. Use of Parcel. The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances, and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution and sanitation control. The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Parcel. The Lessee shall properly locate himself and his improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances, and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to prevent or suppress grass, brush, or forest fires, and to prevent erosion or destruction of the land.

2. Permanent Improvements. The Lessee must within 90 days of completion of any site improvements including, but not limited to, structural improvements, clearing, leveling, excavation, and backfill, file with the Lessor adequate and reasonable documentation of such improvements, setting forth all applicable costs and quantities. Failure to provide such documentation will result in loss of credit for such improvements in determination of the original condition of the Parcel for reappraisal purposes.

3. Encumbrance of Parcel. The Lessee, during the term of this Lease, shall not encumber or cloud the Lessor's title to the Parcel, or any portion thereof, nor enter into any lease, easement, or other obligation of the Lessor's title without the prior written consent of the Lessor; and any such act or omission, without the prior written consent of the Lessor, shall be void against the Lessor.

4. Assignment of Parcel. The Lessee may not assign or sublet the Parcel, without the prior written approval of the Lessor. The Lessor may approve such assignment or subletting if the Lessor finds it to be in the best interest of the State. No assignment or subletting of the Parcel shall be approved until the assignee agrees to be subject to and governed by the provisions of this Lease in the same manner as the original Lessee. No such assignment or subletting will be effective until approved by the Lessor in writing. No assignment or subletting of the Parcel, or any portion thereof, by the Lessee shall annul the Lessee's obligation to pay the rent herein required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest, including any exposed airspace thereon, shall occur.

5. Denial of Warranty Regarding Conditions. The Lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the Parcel, to include, without limitation, the soil conditions, water drainage, natural or artificial hazards which may exist, or the profitability or fitness of the Parcel for any use.

6. Agreement to Terms of Lease Documents. (a) The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors and assigns and shall inure to their benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants contained herein.

(b) If all or part of said Parcel has been tentatively approved, but not yet patented, by the United States to the Lessor, then this Lease shall be conditioned upon receipt by the Lessor of such patent. If for any reason the Lessor does not receive patent, any rental payments made to the Lessor under this Lease will not be refunded. Any prepaid lease rentals on lands to which patent is denied the Lessor shall be refunded to the Lessee of record and any properly recorded lienholder, if any, jointly. The money refunded shall, however, be limited to the prorata portion of the unexpired term. The Lessor shall have no further liability to the Lessee for the termination of the Lease.

7. Payment of Taxes and Assessments. The Lessee shall pay all taxes and assessments accruing against the Parcel during the term of the Lease.

8. Right-of-Way for Public Highways and Utilities. In the event that the Parcel borders or includes one or more section lines, the Lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way 100 feet wide and centered on such section line or lines.

9. Navigable and Public Waters. The Lessor reserves an easement 50 feet wide for public access along the mean high water line or ordinary high water mark of all water bodies listed in this Lease which are bordering on or included within the Parcel. Public easements to and along listed water bodies are reserved for all of those uses and purposes normally associated with or incident to an easement for access to the public resources of the water body to and along which the easement has been reserved. No public access easement may be obstructed or otherwise rendered by the Lessee incapable of reasonable use by the public for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without approval of the Lessor.

10. Reservation of Easements. The Lessor expressly reserves the right to take for the use of the State of Alaska and the right to grant to third parties, easements or rights-of-way of unlimited size across the Parcel herein leased if it is determined to be in the best interests of the State to do so, even though the creation of the easement or right-of-way terminates the entire leasehold estate; provided, however, that the Lessee shall be entitled to compensation for all improvements or crops which are damaged or destroyed as a direct result of such easement or right-of-way.

11. Condemnation of Leasehold or Improvements. With the exception of the taking of easements or rights-of-way which is governed by paragraph 10 above, if the whole or any part of the Parcel is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:

(a) Taking of the entire premises. If all of the premises are taken by condemnation, the terms of the Lease and all rights of the Lessee will immediately terminate, and the rent must be adjusted so that it is due only until the date the Lessee is required to surrender possession of the premises. The Lessor is entitled to all the condemnation proceeds, except that the Lessee will be paid the portion of the proceeds attributable to the fair market value of the buildings or improvements placed on the condemned premises by the Lessee.

(b) Taking of substantial part of premises. If the taking is of a substantial part of premises, the following rules apply:

(1) If the taking by condemnation reduces the ground area of the Parcel by at least 30 percent or materially affects the use being made by the Lessee of the Parcel, the Lessee has the right to elect to terminate or not to terminate the Lease by written notice to the Lessor not later than 180 days after the date of taking.

(2) If the Lessee elects to terminate, the provisions in (a) of this subsection govern the condemned portion of the Parcel and the terms of the Lease govern disposal of the remainder of any buildings or improvements made by the Lessee.

(3) If the Lessee elects not to terminate, the Lease continues and the Lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value of the buildings or improvements placed on the condemned portion of the premises by the Lessee. Rent at the existing rate will terminate on the date of taking. Except as it may be adjusted from time to time under the terms of the Lease and applicable statutes, rent for the balance of the term will be adjusted by the Lessor to reflect the taking.

(c) Taking of insubstantial part of premises. If the taking by condemnation reduces the ground area of the Parcel by less than 30 percent and the Lessor determines that the taking is of such an insubstantial portion that the Lessee's use of the Parcel is not materially affected, the provisions of (b)(3) of this subsection will govern.

12. Access. The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.

13. Valid Existing Rights. This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land in existence on the date of execution of this Lease.

14. Inspection. The Lessor shall have reasonable access to the Parcel for purposes of inspection regarding the faithful performance of the covenants and conditions of this Lease and for the performance of other lawful requirements.

15. Mineral Reservations. The Lessor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils. The Lessor also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes, hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

Provided, however, that no rights reserved hereunder shall be exercised by the Lessor or its subsurface lessees, until provision has been made by the Lessor or its subsurface lessees to pay to the Lessee of the land upon which the rights are herein reserved, full payment for all damages sustained by said Lessee by reason of entering upon said land; and provided that, if said Lessee for any cause whatever refuses or neglects to settle said damages, the Lessor or its subsurface lessees, or any applicant for a subsurface lease, contract or option from the Lessor or its subsurface lessee for the purpose of exploring for or extracting valuable minerals, coal, petroleum, natural gas, or geothermal resources shall have the right, after posting a surety bond with the Lessor issued by a corporation qualified to do business in Alaska and licensed to sell insurance in Alaska, or after posting with the Lessor a sufficient bond executed by one or more individual sureties approved by the Lessor and after due notice and an opportunity to be heard, to exercise rights granted to it for reasonable use of the surface required for the full enjoyment of the reserved subsurface rights which it holds. Each surety bond shall be sufficient in amount and security to secure the affected rights of the surface Lessee, and such Lessee and the Lessor or its subsurface lessee shall have the standing which may be necessary to determine the damages which the surface Lessee of such lands may suffer, and the security appropriate to hold the surface Lessee harmless in relation thereto.

16. Surface Reservations. Unless otherwise stated in this Lease or in an attachment or amendment hereto, the Lessee shall not sell or remove for use elsewhere any of the surface resources of the parcel, e.g., stone, gravel, sand, peat, topsoil, timber, or any other material valuable for building or commercial purposes; provided, however, the Lessee may make reasonable personal use of such materials on the site.

17. Appropriation or Disturbance of Waters. (a) During the term of this Lease, the Lessee shall have the right to apply for an appropriation of ground or surface water on the Parcel in accordance with the Alaska Water Use Act. All water applied for and appropriated during the term of this Lease shall remain appurtenant to the Parcel during said term, and such water and water rights shall not be severed or transferred from the Parcel or any part thereof during said term without the prior consent of the Lessor. The Lessee's rights under any permit or certificate of appropriation shall revert to the Lessor upon termination of the Lease or forfeiture of the Lease for cause.

(b) If the Lessee desires to use the Parcel to construct any form of hydraulic project or employ any equipment or engage in any activity which will use, divert, obstruct, pollute, or change the natural flow or bed of any anadromous fish river, lake or stream, the Lessee shall, prior to the commencement of any such operation, procure the approval of the Commissioner of the Department of Fish and Game.

18. Acquisition of Rights or Interests. Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.

19. Land Alterations Due to Natural or Artificial Causes. The Parcel described herein shall constitute the entire Parcel of property to be leased by the Lessor to the Lessee pursuant to this agreement. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the Parcel, the Lessee shall have no right to occupy or use such accreted land unless a separate lease is entered with the Lessor with respect to such lands. The parties agree and stipulate that the rules of law usually applicable to accretion or reliction of land shall not apply to this Lease, nor to the Parcel leased hereunder, in order that the parties may give effect to the provision agreed upon herein.

20. Waiver or Forebearance. The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease nor destroy or in any manner impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

21. Breach and Remedies. (a) Time is of the essence in the Lease Agreement. If the Lessee shall breach the performance of any of the terms, covenants, conditions or stipulations contained herein or attached hereto, and said breach shall not be remedied within 60 days after written notice of such breach has been served upon the Lessee and the holder of a security interest by the Lessor, the Lessee shall be subject to such legal action as the Lessor shall deem appropriate, including, but not limited to, the termination of this Lease, provided that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lease may be in breach. In the event that this Lease is terminated for breach of any of the covenants or conditions contained herein or attached hereto, all rents paid by the Lessee shall be forfeited to and retained by the Lessor not as a penalty but as liquidated damages. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to termination.

(b) If the Lessee fails to cure or remedy a breach of default within the time allowed in (a) of this paragraph, the holder of a security interest who has received notice under (a) of this paragraph may cure or remedy the breach or default if the breach or default can be cured by the payment of money or, if this cannot be done, by performing or undertaking in writing to perform the terms, covenants, restrictions and conditions of the lease capable of performance by the holder. The holder shall act within 60 days from the date of receipt of notice under (a) of this paragraph, or within any additional period which the Lessor may allow for good cause.

(c) In the event that this Lease is terminated, or in the event that the Parcel, or any part thereof is abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or re-enter and take possession of said Parcel, or any part thereof, and without liability for any damage therefor, remove all persons and property therefrom either by summary proceedings or by suitable action at law; provided, however, that the words "enter" and "re-enter" as used herein are not restricted to their

technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or part, for any monetary liability under the Lease.

22. Disposition of Improvements and Chattels After Termination. (a) The Lessee shall, within 60 days after termination of the Lease by the Lessor or by operation of law, remove all improvements and chattels located on the Parcel, provided that the Lessor first determines that such removal will not cause injury or damage to the Parcel or seriously impair its redisposal. Following such removal, the Lessee shall leave the Parcel in a safe and clean condition acceptable to the Lessor. The Lessor may, in its discretion, extend the time for removal of improvements under this subparagraph where undue hardship is demonstrated.

(b) If any improvements or chattels having an appraised value exceeding \$10,000.00, as determined by the Lessor, are not removed from the Parcel within the time allowed, they shall, upon 30 days prior written notice to the Lessee, be sold at public auction under the direction of the Lessor. The proceeds of sale shall inure to the Lessee who placed the improvements or chattels on the land, after deduction for the benefit of the Lessor of all monies due and owing under this Lease and all expenses incurred in administering the termination and conducting the sale. If there are no other bidders at such sale, the Lessor is authorized to bid on such improvements or chattels. In such event, the Lessor shall acquire all rights, both legal and equitable, which any other purchaser could acquire by reason of said sale and purchase.

(c) Any chattels or improvements having a total appraised value of \$10,000.00 or less, as determined by the Lessor, and which are authorized for removal by the Lessor but are not removed within the time allowed, shall become the absolute property of the Lessor upon the expiration of the time allowed.

(d) Authorized improvements of the Lessee which the Lessor determines have become fixtures of the Parcel shall be purchased by the subsequent purchaser or lessee. There will be no compensation to the Lessee for improvements which were not authorized under the Lease.

23. Indemnity to Lessor. During the term of the Lease the Lessee shall indemnify and hold the Lessor harmless from and against all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the Parcel by the Lessee or by any other person holding under the Lessee, or at its sufferance or invitation; and from any accident or fire on the Parcel; and from any nuisance made or suffered thereon; and from any failure by the Lessee to keep the Parcel in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and from any assignment, sublease, or conveyance, attempted or successful, by the Lessee of the Parcel or any part thereof or interest therein contrary to the conditions and covenants of this Lease. The Lessee will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Parcel at the sole risk of the Lessee, and will save the Lessor harmless from any claim of loss or damage thereto by any cause whatsoever.

24. Surrender of Leasehold. Upon the expiration, termination or cancellation of this Lease the Lessee shall quietly and peaceably leave, surrender and yield up unto the Lessor all of the Parcel.

25. Notices. All notices required or permitted under this Lease Agreement shall be made by certified mail, postage prepaid, to the parties at the following addresses:

To the Lessor: Alaska Division of Land and Water Management
Pouch 7-005
Anchorage, Alaska 99510

To the Lessee: Wasilla Area Athletic League
P.O. Box 87237
Wasilla, Alaska 99687

Any notice or demand which must be given or made by the Lessor or the Lessee shall be in writing and shall be complete if sent by United States certified mail to the address shown in the Lease Agreement, or to such other address as each of the parties may designate in writing from time to time. A copy of any such notice shall be forwarded to the Lessor, and to the holder of any security interest in the Parcel who has properly recorded its interest in the Lease with the Lessor.

26. Service Charges. The Lessee shall pay a service charge for any late payment or returned check issued by it as follows:

(a) Late Payment Penalty: A service charge plus annual interest (twice the interest rate charged on installment payments at the prevailing rate for real estate mortgage loans made by the Federal Land Bank for the farm credit district for Alaska) on the amount due will be charged on a past-due account until payment is received by the Lessor or until the Lease Agreement termination date is reached. Acceptance of a late payment or of a service charge for a late payment is subject to the Lessor's rights under paragraphs 20 and 21 of this Lease.

(b) Returned Check Penalty: A service charge of \$10.00 will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the default termination date remains the same. Late penalties under (a) of this paragraph shall continue to accumulate.

27. Integration and Modification. This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

This lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.

28. Severability of Clauses of Lease Agreement. If any clause, or provision, herein contained, shall be adjudged to be invalid, it shall not affect the validity of any other clause or provision of this Lease or constitute any cause of action in favor of either party as against the other.

IN WITNESS WHEREOF the State of Alaska, as Lessor, acting through the Director of the Division of Land and Water Management of the Department of Natural Resources or his lawfully-designated representative, and otherwise being lawfully authorized, and the Lessee have caused these presents to be executed in duplicate, and have hereunto set their respective hands, agreeing to keep, observe and perform the applicable statutes, as amended, the rules and regulations promulgated thereunder, and the terms, conditions and provisions herein contained or attached, which on the Lessor's or the Lessee's respective parts are to be kept, observed and performed.

LESSEE:
David Mills Chapperson
Wentz area athlete league inc.

LESSOR:
Margaret J Hayes
for DIRECTOR
Division of Land and Water Management

APPROVED:

COMMISSIONER
Department of Natural Resources

STATE OF ALASKA)
) ss.
_____ Judicial District)

THIS IS TO CERTIFY that on this _____ day of _____, 19_____, before me appeared _____, to me known and known to me to be the person named in and who executed the Lease and acknowledged voluntarily signing the same.

Notary Public in and for the State of Alaska
My Commission expires: _____

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 29TH day of MAY, 1984, before me personally appeared MARGARET J. HAYES of the Division of Land and Water Management of the Department of Natural Resources of the State of Alaska, who executed the foregoing Lease and acknowledged voluntarily signing the same.

Bill E. Wright

Notary Public in and for the State of Alaska
My Commission expires: 12/1/85

APPROVED AS TO FORM:

Barbara J. Miracle

Assistant Attorney General

Date: 7/3/80

ATTACHMENT A

ADL 213114
Conditions

1. No permanent structures may be constructed under the Matanuska Electric Association's 115 KV transmission line.
2. The Department of Transportation and Public Facilities retains the right of ingress and egress from the subject lands shown on Attachment B, (attached hereto and made a part hereof) as a 40 foot wide state access. Such entry may occur at any time without prior notification to the lessee.
3. The lessee's utilization shall not interfere with Department of Transportation and Public Facilities activities within the lands adjacent to the lease area.
4. Lessee shall provide sanitary facilities including garbage disposal and toilets for the use of the public during the operation of the ball fields allowed under the lease. Trash and all other waste of any sort shall be removed from the area as necessary but at least biweekly.
5. Any additions or amendments to the Department of Transportation and Public Facilities' non-objection must be in writing and approved by both the lessee and the State of Alaska, Department of Transportation and Public Facilities.
6. Lessee shall construct a chain link fence 6 feet in height along the northern boundary with a 30 foot gate and lock located where the access road noted in #3 above crosses the lease boundary. A key to the gate shall be furnished to the Department of Transportation and Public Facilities.

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 25th day of May,
19 84, before me, the undersigned, a Notary Public in and for the State of Alaska,
duly commissioned and sworn, as such, personally appeared Wes Smith
known to me and to me known to be the
Chairman of Macilla Area Athletic League
the corporation which executed the foregoing instrument,
and he acknowledged to me that he executed the same for and on behalf of said
corporation, and that he is fully authorized by said corporation so to do; and
that the corporate seal affixed to said instrument is the corporate seal of said
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year above written.

Janet L. Sullivan
Notary Public in and for: Alaska My Commission Expires:
My Commission Expires: July 1, 1985

LEGEND



Portion of I.L.M.A. 201961
Permitting use for Sport Playing Fields

Line R/W

S.1/2 N.W. 1/4

Sec 16 R.1 W.
T.17 N.S

40' WIDE STATE ACCESS

TO WASILLA

STATE HWY

DWNI	SCALE	AREA
CKD:	1"=400'	

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
&
PUBLIC FACILITIES

MAP SHOWING
Portion of M.C. 525-020-1
Permitting Sport Field Use.

PROJECT: CENTRAL REGION
PARCEL NO M.C. 525-020-1 DATE 10/14/81

