

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (this "Lease") is made as of December ____, 2019, by and between the Juneau Tlingit & Haida Community Council, an Alaska nonprofit corporation with an address of 3235 Hospital Drive, Juneau, AK 99801 (the "Landlord"), and Michael Pilling and Kerry Kirkpatrick (collectively, "Tenant") whose address is P.O. Box 020770, Juneau, Alaska 99802.

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Parking Agreement dated effective as of September 25, 2002 (and collectively with any amendments thereto and restatements thereof, the "Parking Agreement"), granting Lessee the right to occupy and use Landlord's parking spaces (the "Lease Premises" as hereinafter defined); and

WHEREAS, Landlord and Tenant have agreed to extend the Term of the Parking Agreement and otherwise amend and restate the Parking Agreement in its entirety as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions expressed herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demise of Premises. The Landlord hereby demises and lets to the Tenant, and the Tenant hereby takes and leases from the Landlord, for the term or terms and upon the provisions hereinafter specified, the following described property: 26 parking spaces owned by Landlord and located at 3235 Hospital Drive, Juneau, Alaska, 99801, and as depicted on "Exhibit A" of this Lease, attached hereto and made a part hereof (the "Leased Premises"), together with all easements, rights and appurtenances thereunto belonging or pertaining (collectively, the "Land").

2. Term. The Tenant is hereby leasing the Leased Premises for the initial term commencing on December 1, 2019 (the "Effective Date") and terminating on January 1, 2023 (the "Initial Term"). Subject to the following notice requirements, and provided that at the time of such notice the Tenant is not then in Default (as herein defined) under the terms of this Lease, the Tenant is hereby granted the right (a "Renewal Option") to renew the Initial Term of this Lease for one (1) ten (10) year term ("Renewal Term"). The Tenant shall exercise the Renewal Option, if at all, by noticing the Landlord in writing of its intent to renew within sixty (60) days of the expiration of the Initial Term. All of the terms and provisions of this Lease shall apply to the Renewal Term, except that the Tenant shall have no remaining Renewal Options. In the event the Tenant timely exercises its only Renewal Option, the Landlord and the Tenant each agree to execute an amendment to this Lease in a form reasonably acceptable to both Parties reflecting the extension of the term by the Renewal Term. At the termination of the Renewal Term, if any, the Parties may elect to extend this Lease upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

3. Rent. During the Initial Term and unless rent is adjusted as hereafter provided, rent shall be due and payable, in advance, on the 1st day of each and every month, beginning December

1, 2019, at the rate of \$1,015.97 per month, plus City and Borough of Juneau sales tax. The Tenant shall make each Rent payment to the Landlord at the Landlord's address set forth above, or at such other place or to such other persons or entities as the Landlord from time to time may designate to the Tenant in writing. Rent may be paid by Tenant in the form of personal check, cashier's check, money order, or cash. If a personal check is returned by Tenant's bank for any reason, a charge of \$20.00 shall be billed to Tenant's account. Tenant agrees that if a rental payment is returned uncollected or unpaid, all future rental payments must be in the form of cashier's check, money order, or cash. Late fees will be assessed until rent payment has been cleared. Payments made by the Tenant shall apply first to the oldest item for which a bill or statement has been presented, or for the earliest month's rent then due. Rent is late beginning on the 5th day of the month. If rent is not received before the 5th day of the current month, a late fee of \$15.00 per day will be charged for each day that the rent is late. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such. Commencing on January 1, 2021 and through any Renewal Term, Tenant's monthly rent shall increase two percent (2%) annually, plus the concomitant City and Borough of Juneau sales tax.

4. Condition of Premises. Tenant acknowledges that Landlord is not in default under the Parking Agreement and that Landlord has no obligation to improve, or perform any work in, the Premises or make any contribution toward any such work in the Premises, and Tenant accepts the Premises in its "AS-IS"/"WHERE-IS"/"WITH ALL FAULTS" condition as of the Effective Date hereof. Landlord shall not be obligated to make, and Tenant shall not be authorized to make, any improvements to the Premises except as provided in, and in accordance with, the Lease.

5. No Service Provided; Repairs, Maintenance and Alterations. The Parties understand and agree that this Lease is a land lease and that the Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Leased Premises. The Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Leased Premises. The Tenant shall maintain the Leased Premises in substantially the same condition of repair and appearance existing at the Effective Date, ordinary wear and tear and casualty excepted. The Tenant shall keep the Leased Premises clear of snow and debris, as required. The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written approval of the Landlord.

6. Use. The Tenant's sole use of the Leased Premises shall be for the parking of cars, trucks and vans used by its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sublessors and designees. Tenant shall have exclusive use of the Leased Premises Monday through Friday, from 6:00 am to 6:00 pm. Tenant shall ingress and egress the Leased Premises as also shown on Exhibit A.

7. Annual Appropriation. The payments of Rent hereunder by the Tenant are subject to annual appropriation by the City and Borough of Juneau relative to Bartlett Regional Hospital's leasing of Tenant's building at 3225 Hospital Drive, Juneau, Alaska 99801, and the Lease may be terminated due to lack of such appropriation.

8. Compliance with Laws. Throughout the term of this Lease, the Tenant, at its sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to the Leased Premises or any part thereof. The Tenant shall not be required to correct

any condition of or on the Leased Premises that existed at the Effective Date and at that time represented a violation of, or noncompliance with, any applicable law, regulation or ordinance by the Landlord.

9. Indemnity; Insurance. The Tenant shall indemnify the Landlord (and its officers, directors and employees) against, and save the Landlord (and its officers, directors and employees) harmless from, any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly during the term of this Lease out of any act, omission or negligence of the Tenant, its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sublessors and designees. During the term of this Lease, Tenant shall maintain a public liability insurance policy or policies in amounts satisfactory to the Landlord, naming Landlord as an additional insured for liability purposes.

10. Duty to Inform. Landlord will respect and inform its agents, employees, consultants, affiliates, guests, invitees of Tenant's exclusive use of the Lease Premises as described herein,

11. Eminent Domain. If, after the execution of this Lease and prior to the effective date of the expiration or termination of this Lease, the whole of the Leased Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the time when the Landlord shall be divested of its title to the Leased Premises, and Rent and other costs and expenses, if any, shall be apportioned and adjusted as of the effective time of such termination. The Tenant shall not be entitled to participate in any condemnation proceeding on its own behalf, nor shall the Tenant participate in any amounts awarded to the Landlord.

12. Default. In the event that the Tenant shall fail to pay Rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of the Tenant to be performed, in both such circumstances after notice of such failure or violation shall have been given as hereinbelow provided (each such event, a "Default"), the Landlord may elect either:

A. To re-enter the Leased Premises by summary proceedings or otherwise and re-let the Leased Premises to a third party or parties, making diligent efforts therefor, and upon receiving rent therefrom, applying the same first to the payment of Rent and other fees and expenses accruing hereunder, and the balance, if any, to be paid to the Tenant; provided, however, that the Tenant shall remain liable for the equivalent of the amount of all Rent and other payments due, as the case may be, throughout the remaining term of this Lease to the extent such amounts are not mitigated by such third party lessee or lessees; or

B. To terminate this Lease and to resume possession of the Leased Premises wholly discharged from this Lease. The Landlord shall make such election by written notice to the Tenant at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Leased Premises by reason of the Default then existing and such election shall be final. If the Landlord shall elect to terminate this Lease as set forth in this Section 11(b), then immediately upon such termination, all rights and obligations whatsoever of the Tenant and of its successors and assigns under this Lease, so far as the same may relate to the unexpired portion of the term hereof, shall cease. Within

ten (10) days after receipt by the Tenant of notice of election by the Landlord to terminate this Lease pursuant to this Section 11(b), (i) the Parties shall, by an instrument in writing in form for recording, cancel this Lease and the unexpired portion of the term hereof, and (ii) the Tenant shall surrender and deliver to the Landlord the entire Leased Premises, and upon any default by the Tenant in so doing, the Landlord shall have the right to re-enter the Leased Premises either by summary proceeding or otherwise.

No Default hereunder shall be deemed to have occurred on the part of the Tenant until thirty (30) days after written notice of such Default shall have been received by the Tenant, and the Tenant within such time shall have failed to remedy such Default. If any Default by the Tenant, (with the exception of the payment of Rent), cannot reasonably be cured within such thirty (30) day period, then the Tenant shall have such additional time as may be reasonably necessary to remedy the same.

13. Assignment and Subletting. The Tenant may not assign this Lease or sublet the whole or any part of the Leased Premises at any time to any other party without the written consent of the Landlord, such consent not to be unreasonably withheld.

14. Taxes. The Landlord shall be responsible for all property taxes relative to the Lease Premises, and each party is responsible for its own income or other taxes not specifically addressed herein.

15. Liens. Tenant shall not suffer the creation of any liens upon the Lease Premises or the Land and shall bond or otherwise discharge any claim of lien within seventy-two (72) hours after receiving notice of the claim.

16. Successors and Assigns. Except as otherwise set forth in this Lease, the agreements and conditions in this Lease contained on the part of either Party to be performed and observed shall be binding upon said Party and its successors and assigns, and shall inure to the benefit of the other Party and its successors and assigns.

17. Quiet Enjoyment. Upon the Tenant's payment of the Rents and other required payments herein provided, and upon the Tenant's observance and performance of all the covenants, terms and conditions to be observed and performed pursuant to this Lease, the Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

18. Force Majeure. No liability shall result to either Party from such Party's delay in performance or non-performance under this Lease caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunctions, catastrophic breakage or failure of machinery or apparatus, national defense requirements or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of the extent and probable duration of such cause.

19. Notices. All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the caption to this Lease above or to either Party at such other address as such Party may designate by notice to the other Party.

20. Waiver; Invalidity of Particular Provision. The failure of a Party to exercise or enforce any of its rights under this Lease shall not be a waiver of those rights and shall not affect any other right of that Party under this Lease. In the event that any provision of this Lease shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Lease either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

21. Construction; Section Headings. Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. The paragraph headings throughout this Lease are used for convenience only, and shall not be held to explain, modify, amplify or otherwise aid in the interpretation, construction or meaning of this Lease.

22. No Merger of Title. There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of any of the Leased Premises by reason of the fact that the same person or entity may acquire, hold or own, directly or indirectly, (a) the leasehold estate created by this Lease or any part thereof or interest therein or any interest of the Tenant in this Lease, and (b) the fee estate or ownership of any of the Leased Premises or any interest in such fee estate or ownership; and no such merger shall occur unless and until all persons or entities having any interest in (i) this Lease as the Tenant or the leasehold estate created by this Lease, and (ii) this Lease as the Landlord or the fee estate in or ownership of the Leased Premises or any part thereof sought to be merged shall join in a written instrument effecting such merger and shall duly record the same.

23. Surrender. The Tenant shall (a) on the last day of the term hereof (including the final Renewal Term, if any), (b) upon any earlier termination permitted under this Lease, and (c) upon any permitted entry or re-entry by the Landlord upon the Leased Premises, peaceably leave and surrender the Leased Premises into the possession and use of the Landlord without fraud or delay in good order, condition and repair without violations, reasonable wear and tear and casualty excepted. If the Tenant has made additions, alterations or modifications to the Leased Premises, at the request of the Landlord, the Tenant shall remove such additions, alterations or modifications, at its expense, upon such surrender.

24. Entire Agreement. This Lease contains the entire understanding of the parties and may not be modified except by written instrument signed by both parties.

25. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Alaska.

26. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

LANDLORD:

JUNEAU TLINGIT & HAIDA COMMUNITY COUNCIL
an Alaska nonprofit corporation

By: 

Name: Kenneth L Southerland

Title: President

TENANT:

MICHAEL PILLING AND KERRY KIRKPATRICK

By: _____

Name: _____

By: _____

Name: _____

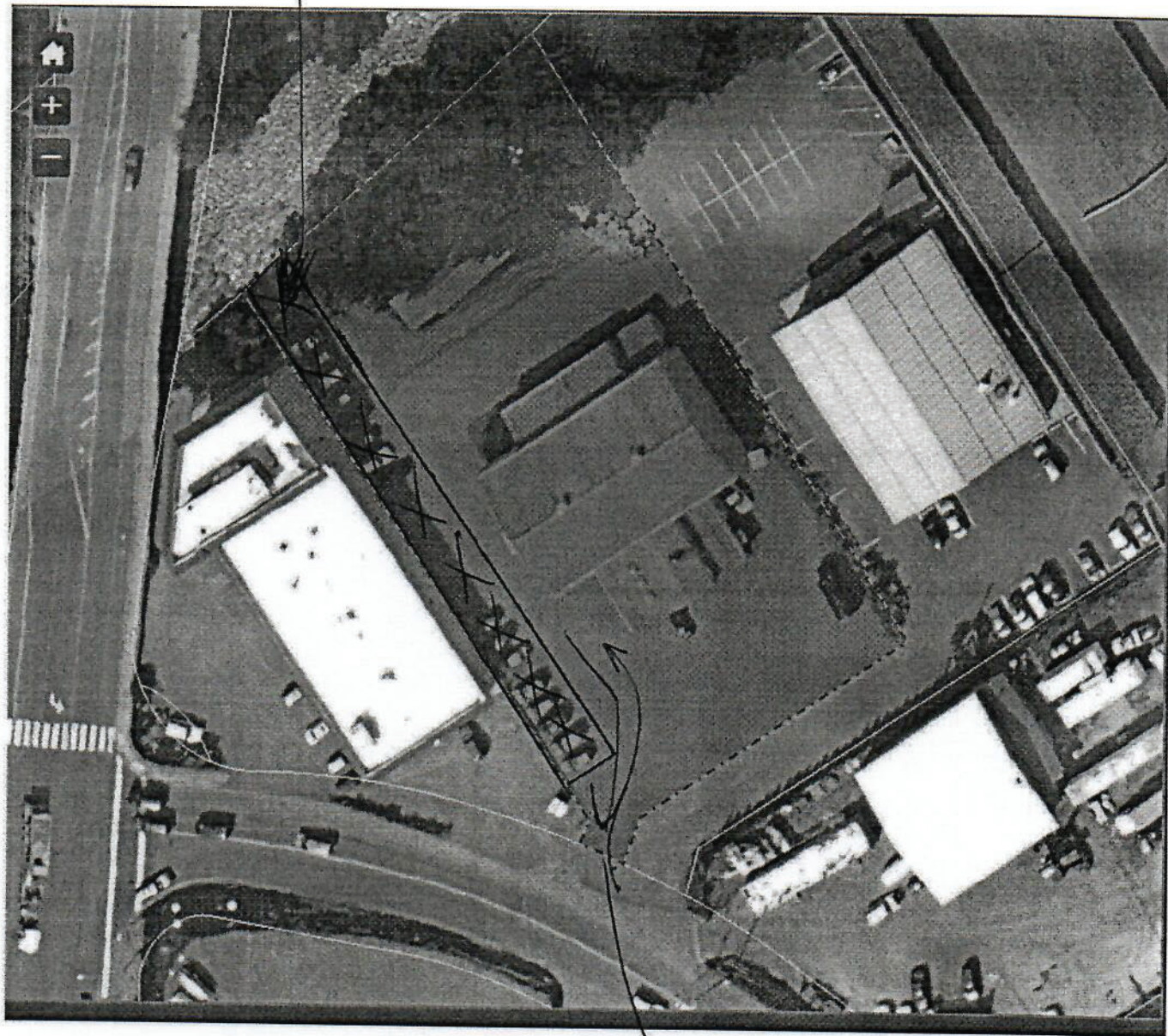


EXHIBIT A

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

LANDLORD:

JUNEAU TLINGIT & HAIDA COMMUNITY COUNCIL
an Alaska nonprofit corporation

By: 

Name: Kenneth L Southerland

Title: President

TENANT:

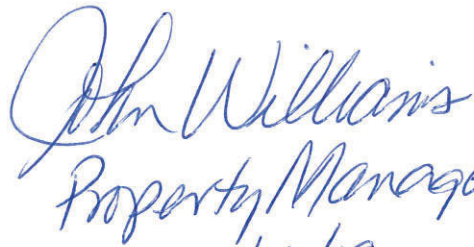
MICHAEL PILLING AND KERRY KIRKPATRICK

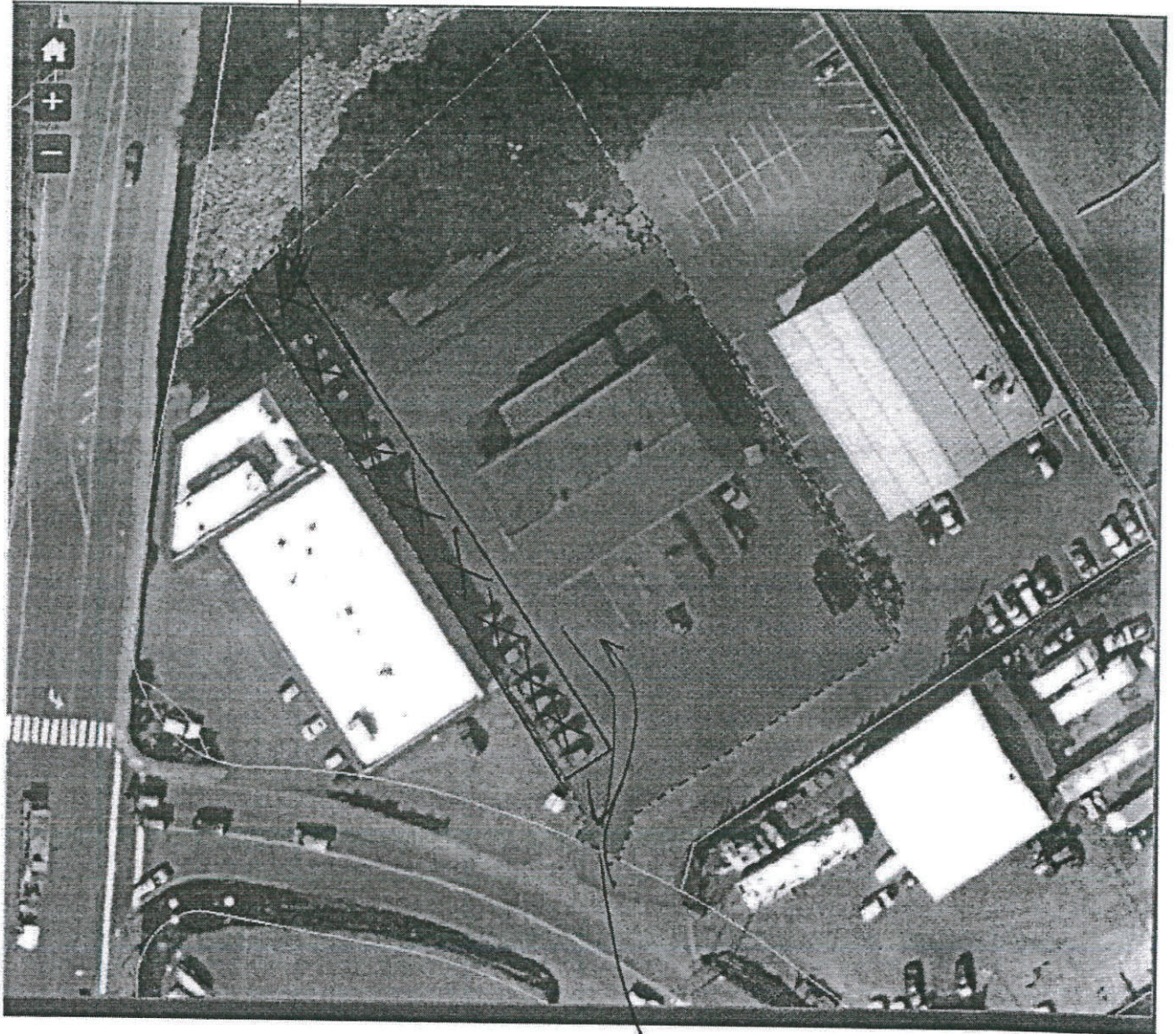
By: _____

Name: _____

By: _____

Name: _____

By 
Property Manager
12/4/19



Parking

QWMM
12/14/19

Ingress/
Egress

EXHIBIT A

RECIPROCAL PARKING LOT USE AGREEMENT

The Central Council of Tlingit & Haida Indian Tribes of Alaska (“Tlingit & Haida”) AND Juneau Tlingit Haida Community Council (“Community Council”) (together “Parties”) hereby agree to cooperate in the reciprocal use of their adjoining parking lots as set forth in this Agreement.

RECITALS:

- A. Tlingit & Haida is the Owner of Lot 2, Tlingit Haida Subdivision, USS 1075, City & Borough of Juneau, First Judicial District.
- B. Community Council is the Owner of Lot 1, Tlingit Haida Subdivision, USS 1075, City & Borough of Juneau, First Judicial District.
- C. Tlingit & Haida operates Generations Southeast (Gen SE), located at 3239 Hospital Drive, Juneau Alaska, 99801.
- D. Community Council operates the Community Council Event Hall (“Hall”), located at 3235 Hospital Drive, Juneau, Alaska, 99801.
- E. Both Parties require overflow parking during peak hours for their respective operations and recognize the reciprocal benefit of sharing use of the adjoining parking lots.
- F. The peak hours of operation for the GEN SE and the Hall are non-conflicting.

AS A RESULT OF THE FOREGOING, TLINGIT & HAIDA AND COMMUNITY COUNCIL AGREE AS FOLLOWS;

- I. Each Party hereby provides the other, use of the adjoining parking lot for use by their respective patrons.
2. Tlingit & Haida will have primary use of the available overflow parking during the hours of 6:00am - 6:00pm, Monday-Friday.
3. Community Council will have primary use of the available overflow parking during the hours of 6:00pm - 6:00am, Monday- Friday.

4. During the weekends, both Parties will have shared access to the available overflow parking, as needed.
5. This parking agreement will be in effect for 1 (one) year, through December 20, 2024. This Agreement will automatically renew for an additional year in perpetuity, until the parties, in writing, revise this agreement or the Agreement is terminated pursuant to the provisions of this Agreement. Each Party retains the right to terminate this Agreement by providing a minimum of 30 days written notice to the other Party prior to the annual expiration date.
6. The parking lot shall only be used for the purposes of temporary parking and any lawful use incidental to parking and for no other purposes.
7. Both Parties agree to indemnify, defend, and hold the other harmless from and against all claims, demands, judgments, damage, personal injury, wrongful death, wage, employment, or worker's compensation claims arising out of, or in connection to the privileges of this Agreement.
8. The validity, interpretation, and performance of this Agreement shall be governed by: 1) the law of Tlingit & Haida, including traditional tribal law and tribal common law; 2) in the absence of applicable tribal law, federal law, including federal statutory and common law, and; 3) in the absence of applicable tribal and federal law, the laws of the State of Alaska, provided, however, that references to laws of the State of Alaska shall not be construed as an admission or concession by Tlingit & Haida that the State of Alaska, or any subdivision or agency thereof, has authority to promulgate laws applicable to Tlingit & Haida.
9. In the event a dispute over the content, interpretation, or performance of this Agreement shall arise between the Parties, the Parties agree to meet and confer in good faith, in accordance with Southeast Alaska Traditional Values, to attempt to seek an amicable resolution.
10. The venue shall be in the State of Alaska, First Judicial District in Juneau, Alaska.
11. The Parties shall bear their own attorneys' fees.
12. This Agreement contains the entire understanding and agreement of the Parties and supersedes all prior agreements, representations and warranties, whether written or oral.
13. The terms, conditions and covenants of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together constitute one instrument.
15. The Parties are relieved of any liability if they are unable to meet the terms and conditions of this Agreement due to any Act of God, riots, epidemics, strikes, or any act or order which is beyond the control of the party not in compliance. The party out of compliance shall take reasonable steps to effect prompt resumption of its responsibilities under this Agreement.
16. Any notice or demand required to be given under this Agreement shall be given by personal delivery or certified mail with Return Receipt Requested, postage prepaid, addressed as follows:

**Central Council Tlingit & Haida
Indian Tribes of Alaska**
P.O. Box 25500
Juneau, Alaska 99802

**Juneau Tlingit & Haida Community
Council**
3235 Hospital Dr.
Juneau, Alaska 99801

The address to which any notice, demand or other writing shall be given as provided may be changed by written notice given to the other Party.

We hereby agree to the terms and conditions set forth in the agreement.

Central Council of Tlingit & Haida Indian
Tribes of Alaska

By: Roald Helgesen

Title: Chief Operating Officer

Date: December 20, 2023

Juneau Tlingit Haida Community Council

By: Alonzo J. [Signature]

Title: President

Date: 12.20.23