

**CITY OF WASILLA
ORDINANCE SERIAL NO. 09-30**

AN ORDINANCE OF THE WASILLA CITY COUNCIL AUTHORIZING THE PURCHASE OF PROPERTY KNOWN AS LOT ONE BLOCK EIGHT WASILLA TOWNSITE SUBDIVISION; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A CONTRACT FOR PURCHASE AND PROVIDING FOR RELATED MATTERS; AND AUTHORIZING THE LEASE OF SAID PROPERTY TO THE SELLER, THE WASILLA-KNIK HISTORICAL SOCIETY.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose. To purchase property from the Wasilla-Knik Historical Society for the preservation of the Hering Teeland Mead Building, and to lease back the building to the Historical Society.

Section 3. Authorization of real estate purchase agreement. The Mayor is hereby authorized, empowered and directed to execute on behalf of the City, a Real Estate Purchase Agreement as necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all content of said document from and after the execution and delivery of said document, the Mayor is hereby authorized, empowered and directed to execute all documents as may be necessary to carry out and comply with the provisions of the Real Estate Purchase Agreement as executed for the property known as Lot One (1), Block Eight (8), WASILLA TOWNSITE (USS 1175), located in the Palmer Recording District, Third Judicial District, State of Alaska.

Section 4. Authorization of lease agreement. The Mayor is authorized to negotiate and execute a long term lease at less than fair market value with the Wasilla-

Knik Historical Society of the property known as Lot One (1), Block Eight (8), WASILLA TOWNSITE (USS 1175), located in the Palmer Recording District, Third Judicial District, State of Alaska.

Section 5. Authorities of officers. The Mayor or his designee is authorized and directed to do and perform all things and determine all matters not determined by this ordinance, to the end that the City may carry out its obligations under the Real Estate Purchase Agreement, Lease Agreement, and this ordinance.

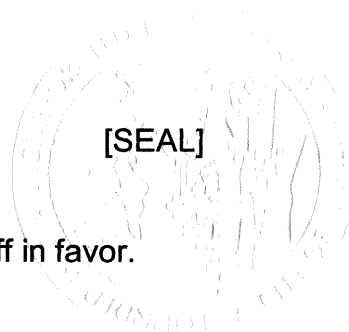
Section 6. Effective date. This ordinance shall take effect upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on April 13, 2009.


VERNE E. RUPRIGHT, Mayor

ATTEST:


KRISTIE SMITHERS, MMC, City Clerk



VOTE: Cox, Hall, Harris, Holler, Larson, and Woodruff in favor.



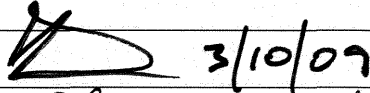
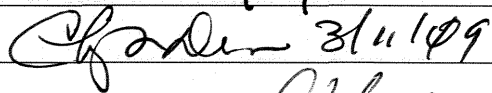
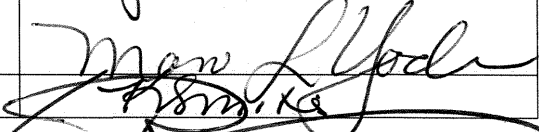
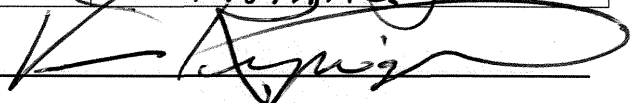
**CITY OF WASILLA
LEGISLATION STAFF REPORT**

RE: ORDINANCE SERIAL NO. 09-30

AN ORDINANCE OF THE WASILLA CITY COUNCIL AUTHORIZING THE PURCHASE OF PROPERTY KNOWN AS LOT ONE, BLOCK EIGHT, WASILLA TOWNSITE SUBDIVISION; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A CONTRACT FOR PURCHASE AND PROVIDING FOR RELATED MATTERS; AND AUTHORIZING THE LEASE OF SAID PROPERTY TO THE SELLER, THE WASILLA-KNIK HISTORICAL SOCIETY.

Agenda of: March 23, 2009 Introduction
Originator: Public Works Director

Date: March 10, 2009

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
X	Public Works Director Facility Maintenance, Utility, Roads & Airport	 3/10/09
X	Chief Financial Officer Finance, Risk Management, Purchasing & MIS	 3/11/09
X	Deputy Administrator Planning, Economic Development, Human Resources	
X	City Clerk	

REVIEWED BY MAYOR VERNE E. RUPRIGHT: 

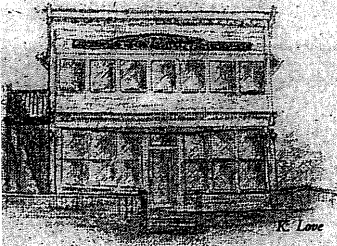
FISCAL IMPACT: yes or no \$1,000 Funds Available yes no

Account number/name: 001-4330-433.40.91/Properties Contractual Services

Attachments: Request from Historical Society, Purchase Agreement, Lease Agreement (12 pp)

SUMMARY STATEMENT: On February 25, 2009, the administration received a written request from the Historical Society to transfer ownership of the Herning Teeland Mead (HTM) Building to the City in exchange for a long term lease. The primary reason for the transfer is to reduce insurance cost to the Historical Society and to ensure the HTM Building remains in perpetuity within the City. The Historical Society will continue to operate the HTM Building as a means of revenue and pay operating costs for the building. The administration believes it is in the best interest of the City to obtain ownership of the HTM Building and lease it back to the Historical Society. The fiscal impact includes the City's share of closing costs.

RECOMMENDED ACTION: To adopt Ordinance Serial No. 09-30 that authorizes the purchase of Lot 1, Block 8, Wasilla Townsite (USS 1175) in the amount of ten dollars (\$10.00), and authorizes the lease of said property to the seller, the Wasilla-Knik Historical Society.



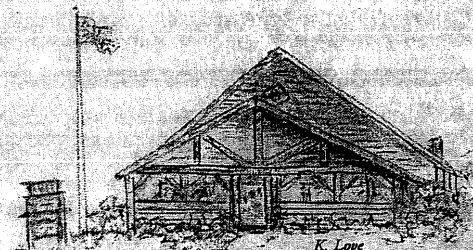
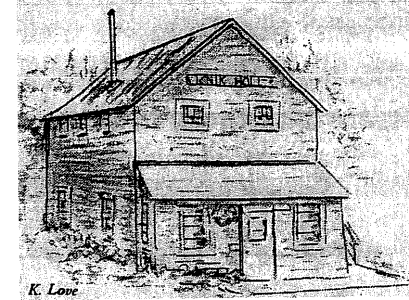
Wasilla - Knik Historical Society

300 North Boundry St. • Suite B • Wasilla, Alaska 99654

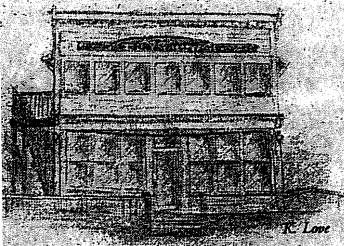
around in perpetuity. We, the W-KHS, feel that the current administration of the City of Wasilla is responsible and able to take on this request. The Matanuska Susitna Tax Appraisal value for 2008 is \$216,200.00.

OBJECTIVES

1. Fire Insurance. The W-KHS, an all volunteer organization, is unable to raise enough funds to provide fire insurance for protection this historical building deserves.
2. Long Term Lease. The Wasilla-Knik Historical Society would like a less than fair market value long term lease, 30 years if possible, so that we can continue to lease the HTM Building to businesses as part of its' fund raising efforts. The Society would expect to continue receiving funds from rental to Susitna Valley businesses. These and other fund raising activities are used to operate the Knik Museum on a seasonal part-time basis, plus occasional support of Wasilla Museum projects & W-KHS historic preservation efforts. Knik was originally known as "The birthplace of Wasilla", and the Society firmly believes in the preservation of its history and artifacts.
3. Parking. The HTM building needs adequate parking spaces, currently 11, to comply with the requirements of the Wasilla Development code.
4. Office Space. Continued use of part of the HTM building basement for office/meeting space.
5. Long-Term Maintenance. Long-term maintenance by the City of the various mechanical systems that are part & parcel of the HTM building.



Email: wasillaknikhistory@gci.net
Web: www.gci.net/~wasillaknikhistory



Wasilla - Knik Historical Society

300 North Boundry St. • Suite B • Wasilla, Alaska 99654

W-KHS Responsibilities

Under a long term City lease, the W-KHS would expect to continue paying for operating expenses such as Electric, Phone, Water/Sewer, Natural Gas, Garbage Disposal, Janitorial, maintenance of grounds & other normal operating expenses.

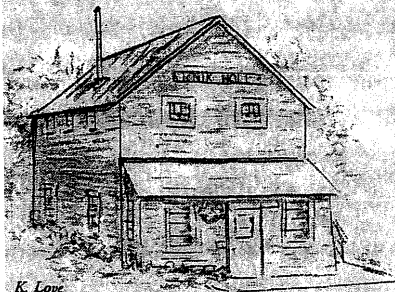
Sincerely yours,

F. LeRoi Heaven, President
Wasilla-Knik Historical Society

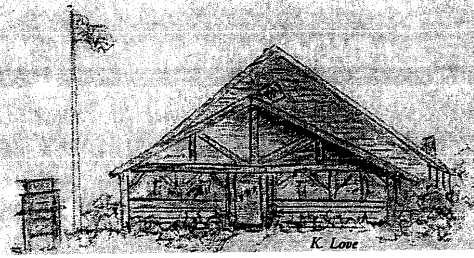
Arlene Stephl, Secretary
Wasilla-Knik Historical Society

Other Current Board Members

Dale Myers, Vice President
Erling Nelson, Treasurer
Barbara Redington
Marilyn McGuire
Rose Depriest
Don Shisel



Email: wasillaknikhistory@gci.net
Web: www.gci.net/~wasillaknikhistory



**FOR SALE BY OWNER
PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY DEPOSIT**

Received from _____, (the "Buyer(s)"), the sum of \$ _____ Dollars (\$ _____), by Check # _____, paid to _____, (the "Seller(s)"), as earnest money and deposited with Mat-Su Title Insurance Agency, Inc, on the terms as set forth as follows:

1. Sale. The Seller(s) agrees to sell to Buyer(s) and Buyer(s) agrees to purchase, at the price and on the terms and conditions set forth below, the following described property in the _____ Recording District, Third Judicial District, State of Alaska:

_____.

hereinafter "the Property". The sales price includes the following personal property (if none, leave blank): _____.

2. Price. The total purchase price for the Property is: \$ _____, payable by the Buyer(s) as follows:

(a) The earnest money deposit mentioned above is to be held by Mat-Su Title Insurance Agency, Inc. in its non-interest trust account. Said earnest money will be held by Mat-Su Title Insurance Agency, Inc. until the transaction is completed or fails to close. If the Buyer(s) is unable to complete this purchase, the earnest money may, at Seller's sole option, be forfeited as liquidated damages and Seller(s) may elect to pursue any other remedy available at law or in equity, if any. Should the sale close, the earnest money deposit shall be credited against the purchase price due Seller(s) at closing.

(b) The balance of the purchase price in the form of cash or certified check shall be deposited with the escrow agent on or before closing, or payable as follows:

(Leave blank if no financing) _____
_____.

3. Condition of Property. Buyer(s) offers to purchase the property in its present "As-Is" condition (if left blank), or, subject to the following items to be completed before closing:

_____.

4. Other Buyer Contingencies. Other contingencies of Buyer(s) purchase are:
(If none leave blank) _____

_____.

5. **Charges.** Upon closing, the escrow agent shall charge the Seller(s) and/or Buyer(s) as indicated by placing a mark in the appropriate column (if both Seller and Buyer column marked, the costs will be divided equally).

	B	S		B	S
Document Preparation	_____	_____	Discount Points	_____	_____
Recording Fee	_____	_____	Tax Registration	_____	_____
Owner's Title Insurance	_____	_____	HOA Transfer Fee	_____	_____
Lender's Title Insurance	_____	_____	Appraisal	_____	_____
Bank Set-Up Fee	_____	_____	Survey/As Built	_____	_____
Annual Escrow Fee	_____	_____	Assessments	_____	_____
Escrow Closing Fee	_____	_____	Smoke Detectors	_____	_____
Origination Fee	_____	_____	Well Flow Test	_____	_____
Commitment Fee	_____	_____	Reserves	_____	_____
Credit Report	_____	_____	VA Funding Fee	_____	_____
Flood Certificate	_____	_____	Assumption Fee	_____	_____
Resale Certification	_____	_____	Well/ Septic Inspection	_____	_____
Home Inspection	_____	_____	Other: _____	_____	_____

Taxes for the current year, rents, insurance, interest, homeowners dues, mortgage reserves, water and any other utilities constituting liens and security deposits, shall be pro-rated or transferred as of the date of recordation of the deed. Possession of the property will occur on recording, or _____.

6. **Title and Deed.** Seller(s) shall convey marketable title to the Property to Buyer(s) by warranty deed free and clear of all liens, charges and encumbrances, clouds and defects whatsoever, except:

7. **Time.** The closing date shall be on or before _____. If Seller(s) is unable to close or deliver possession of the Property to Buyer(s) by closing, other than for any reason caused by the acts or omission of Buyer(s), Seller(s) shall return to Buyer(s) the earnest money deposit.

8. **Title Guaranty Insurance.** A title insurance policy in the amount of the purchase price issued by Mat-Su Title Insurance Agency, Inc. as agent for its underwriter will be issued to Buyer(s) at closing. If Seller(s) financing is being provided, a standard mortgagees title policy will be issued to the Seller(s) in the amount of the financing.

9. **Preliminary Title Report.** Seller(s) shall obtain for Buyer(s) a commitment to issue the required title policy ("title report") from Mat-Su Title Insurance Agency, Inc. immediately upon the execution of this Agreement. A copy will be provided to Seller(s) and Buyer(s). Within ten (10) days from the receipt of said title report by Buyer(s), Buyer(s) shall notify Seller(s) and the title company of any restrictions, reservations, limitations, easements and conditions of record, ("title defects") disclosed in the title report which are objectionable to Buyer(s). In the event that Buyer(s) so notifies Seller(s) of any title defects, Seller(s) shall have until the closing date to cure or remove the title defects. Seller(s) shall be obligated to remove all title defects objected to by Buyer(s) or shall notify Buyer(s) that such items will not be removed at or prior to closing in which event, Buyer(s) shall be entitled to return of the earnest money deposit. Rights reserved in federal or State patents, governmental building or use restrictions, and building or zoning

regulations and provisions shall not be deemed defects or encumbrances. Any defects or encumbrances may be discharged at closing out of the purchase money.

10. Broker's Commission. The Seller(s) and Buyer(s) represent that no real estate broker was involved in this transaction and that no brokerage fees or other compensation is due any real estate broker or any other person because of this transaction.

11. Escrow Agent. This transaction shall be placed in escrow with Mat-Su Title Insurance Agency, Inc. ("escrow agent"). A copy of this Agreement shall be deposited with the escrow agent by the Buyer(s), and this Agreement shall serve as the escrow instructions. The escrow agent may additionally attach its standard escrow instructions.

12. Closing Documents - Funds. On or before the closing date, the escrow agent shall record the deed and any other instruments required to be recorded and shall deliver to each of the parties or their assigns, the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that the escrow agent shall then have on hand all funds and documents necessary to complete the transaction and provided the title company has stated that it shall be in a position to and will issue and deliver, upon the filing of the deed of record, the title insurance required hereunder.

13. Binding Effect. This Agreement shall be binding upon Seller(s) and Buyer(s) and their respective heirs, executors, administrators, successors and assigns. Neither party shall assign or transfer this Agreement without the written consent of the non-assigning party.

Buyers will hold title as: _____

Seller(s):

Buyer(s):

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

Address: _____

Address: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

Time: _____

Time: _____

LEASE

THIS LEASE (the "Lease") is made this _____ day of _____, 2009, by and between CITY OF WASILLA, An Alaska municipal corporation("Lessor"), whose address is 290 E. Herning Avenue, Wasilla, Alaska, 99654, and WASILLA-KNIK HISTORICAL SOCIETY, an Alaska nonprofit corporation("Lessee"), whose address is 300 North Boundary, Wasilla, Alaska 99654.

RECITALS

WHEREAS, it is in the public interest that Lessee continue to operate the Herning Teeland Mead Building at its current location in the City of Wasilla ("City"); and

WHEREAS, the City owns the property described in Section 1 of this Lease ("Premises") and that Lessee will continue to operate the Herning Teeland Mead Building to support the Wasilla-Knik Historical Society; and

WHEREAS, the proposed use of the Premises is for a worthwhile public service; there will be no discrimination in providing the service, and the use will be nonprofit;

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Premises. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, does hereby let, lease and demise to Lessee, and Lessee does hereby lease from Lessor, the property located in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Lot One (1), Block Eight (8), Wasilla Townsite (USS 1175), located in the Palmer Recording District, Third Judicial District, State of Alaska. The property so described, including all buildings, structures, fixtures and other similar improvements located thereon at any time during the Term (as hereinafter defined) is hereinafter referred to as the "Premises" or the "Leased Premises."

2. Term.

a. Initial Term. Subject to the Lessee's right to extend the Lease as set forth in this Lease, the initial term of this Lease shall be for thirty (30) years (the "Initial Term"), and shall commence upon the 1st day _____, 2009 (the "Lease Commencement Date") and expire on the 31st day of _____, 2039 (the "Lease Expiration Date").

b. Options to Extend. Lessee shall have the option to extend this Lease for additional terms commencing on the expiration of the Initial Term ("Extended Term"). In order to exercise the option to extend, Lessee must not be in default and must give Lessor written notice of its election to extend. Any notice to extend the Lease will not be delivered to Lessor more than two (2) years in advance and not less than six (6) months prior to the expiration of the Initial Term. All the terms and conditions of this Lease shall apply during the Extended Term, provided, however, that no additional options to extend shall be created by Lessee's election to extend this Lease. Both the Initial Term and Extended Term shall be referred to collectively as the Lease Term throughout this Lease.

3. Rent. Beginning on the Lease Commencement Date, and continuing on the first day of _____ each year thereafter, Lessee shall pay Lessor rent in the amount of One Hundred Dollars (\$100.00) per year ("Base Rent"). Base Rent shall be paid at the address set forth in Section 18 of this Lease, or such other place as Lessor may designate in writing from time to time. All Base Rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All Base Rent shall be paid in lawful currency of the United States of America.

4. Utilities. Lessee shall pay all costs of electricity, water and other utilities used on or associated with the Premises.

5. Lessee's Acceptance of Premises. Lessee acknowledges having inspected or having been given the full opportunity to inspect the Premises and the improvements, equipment and other personal property thereon, and hereby accepts the same in their present condition. No representation, statement or warranty, express or implied, has been made by or on behalf of Lessor as to the condition of the foregoing, or as to the use that may be made of it. In no event shall Lessor be liable for any defect or condition, present or future, in or on the Premises or the improvements, equipment and other personal property thereon, for any claims or damages arising therefrom, or for any limitation, present or future, on the use thereof.

6. Use by Lessee. Lessee shall utilize the Premises solely to operate the Herning Teeland Mead Building and to conduct activities directly related to the Wasilla-Knik Historical Society. Lessee shall remain a nonprofit organization. Lessee shall abide

by all applicable federal, state and local statutes, regulations and ordinances, and shall not cause or permit any nuisance or similar offensive use on the Premises.

7. Right to Enter and Inspect. Lessor shall have the right, at reasonable times, to enter the Premises to inspect same.

8. Care of Premises. Lessee will keep the Premises neat and clean and in a sanitary condition, and will at all times preserve it, and upon termination of this Lease will surrender the Premises, in as good a condition and repair as it is now or may hereafter be put into, reasonable use and wear and tear excepted.

9. Assignment. This Lease may not be assigned, nor may the Premises be sublet without the advance written consent of Lessor.

10. Insurance.

a. Lessee shall obtain and maintain in full force and effect during the term of this Lease, and any renewals or extensions hereof, adequate insurance to protect both Lessor and Lessee against comprehensive public liability, products liability and property damage. At a minimum, such policies of insurance shall cover the following risks:

(i) Commercial general liability insurance written on an occurrence (as opposed to a claims made) basis with minimum limits of liability in an amount of not less than One Million Dollars (\$1,000,000) general aggregate limit for personal injury or death, property damage (including water damage and sprinkler leakage) and premises liability, which insurance shall contain a contractual liability endorsement covering the matters set forth herein; and

(ii) Workers' compensation insurance covering all of Lessee's employees, which insurance shall contain an express waiver of any right of subrogation against Lessor.

b. All policies of liability insurance to be obtained and furnished by Lessee hereunder shall list Lessor as an additional insured. All such policies of insurance shall be issued by a financially responsible company or companies authorized to issue such policy or policies and licensed to do business in Alaska, and shall contain endorsements providing that any such insurance shall not be subject to cancellation, termination or material change except after ten (10) days' prior written notice by registered mail to Lessor by the insurance company.

c. The original policy or policies, or duly-executed certificates for the same, stating that the insurance carrier shall give Lessor ten (10) days' written notice prior to cancellation, material alteration or failure to renew, together with satisfactory

evidence of payment of the premium therefor, shall be delivered to Lessor on or before the occupancy date of this Lease and, upon renewal of such policies, not less than ten (10) days prior to the expiration of the term of any such coverage. The minimum limits of any insurance coverage required hereunder to be carried by Lessee shall not otherwise limit Lessee's liability under this Lease.

11. Indemnification. Lessor shall not be liable for any injury or death to any person or for any loss or damage to any property or for any other loss or damage on or about the Premises from any cause whatsoever. Lessee assumes liability for and agrees to indemnify, save and hold Lessor harmless from any and all claims arising out of its use of the Premises, and any operations necessary or incidental thereto, including claims for damage, death or injury to any person, persons or property arising from any act or omission of, or the use, possession or occupancy of the Premises by Lessee, its officers, employees, agents, invitees, visitors or other persons. Lessee's obligation of indemnification shall extend to and encompass costs and reasonable attorneys' fees associated with the defense of any such claim or action.

12. Mechanic's Liens. If any mechanic's lien or other lien or charge shall be filed or made against the Leased Premises or any part thereof, then Lessee, at its cost and expense, within thirty (30) days after such lien or charge shall have been filed or made, shall cause the same to be canceled and discharged of record by payment thereof or filing a bond or otherwise, and shall also defend any action, suit or proceeding brought to enforce such lien or charge, and shall pay any damages, costs and expenses, including attorney's fees, suffered or incurred therein by Lessor, and shall satisfy and discharge any judgment entered therein within thirty (30) days from the entering of such judgment by payment thereof or filing of a bond, or otherwise.

13. Default and Termination. Should Lessee fail to perform any of Lessee's obligations hereunder, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee unless the default is cured to the reasonable satisfaction of Lessor within said 30-day period or, in the case of a default which cannot with due diligence be cured within a 30-day period, Lessee promptly commences within said 30-day period and diligently and continuously prosecutes to completion all steps necessary to cure the default to the reasonable satisfaction of Lessor.

14. Holdover. Lessee holds over beyond the expiration of the Lease Term of the Lease and the Lease Term has not been extended or renewed in writing, such holding over shall constitute a tenancy from month-to-month on the same terms and conditions set forth in this Lease.

15. Environmental Requirements. In furtherance, and not in limitation, of the foregoing, Lessee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders, including but not limited to those relating to

health, safety, noise, environmental protection, waste disposal, Hazardous Substances, and water and air quality. "Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state or local laws as (a) "hazardous substance" pursuant to §101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 (14) or §311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, each as now or hereafter amended; (b) a "hazardous waste" pursuant to §1004 or §3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §6903, 42 U.S.C. §691, as now or hereafter amended; (c) a toxic pollutant under §307(1)(a) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(1)(a); (d) a "hazardous air pollutant" under §112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Material Transportation Act, 49 U.S.C. §1802(2), as now, or hereafter amended; (f) toxic or hazardous substances pursuant to regulations promulgated now or hereafter under the aforementioned laws, or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now, or as may be passed or promulgated in the future. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee, at its own expense, must clean and restore the Leased Premises to the satisfaction of Lessor and any governmental body or court having jurisdiction of the matter.

16. Notification. Lessee agrees to immediately notify Lessor if Lessee becomes aware of (i) any Hazardous Substances or other environmental problem or liability with respect to the Leased Premises, or (ii) any lien, action, or notice resulting from violation of any of the laws, regulations, ordinances, or other environmental laws.

17. Nonwaiver. The failure of Lessor to insist upon the strict performance of any of the provisions of this Lease shall not be construed as a waiver or relinquishment of any such breach, or any other provision of this Lease, and the same shall remain in full force and effect.

18. Notices. Notice shall be sufficiently given according to the terms of this Lease when mailed via first class mail, postage prepaid, to the parties at the addresses set forth below, or at such other address as a party designates in writing:

City of Wasilla
290 E. Herning Ave.
Wasilla, AK 99654

Wasilla-Knik Historical Society
300 N. Boundary Ave, Ste B
Wasilla, AK 99654

19. Modification. No modification or amendment of this Lease shall be binding unless made in writing and signed by the parties.

20. Binding Effect. This Lease shall be binding upon the parties and their respective successors and assigns.

21. Severability. If a court of competent jurisdiction finds any provision of this Lease to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person(s) or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Lease in all other respects shall remain valid and enforceable.

22. Entire Agreement. This Lease contains the entire agreement between the parties as of this date, and supersedes all prior written or oral agreements regarding this subject matter.

23. Governing Law. This Lease shall be governed and construed by the laws of the State of Alaska.

24. Attorneys' Fees and Costs. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party its full reasonable attorneys' fees and costs.

25. Construction of Agreement. The rule of construction that an instrument shall be construed more strictly against the party who drafted the same shall not apply to this Lease since both parties have had legal counsel available or have had the opportunity to seek independent advice.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals, the day and year first above written.

LESSOR:

LESSEE:

CITY OF WASILLA

WASILLA-KNIK HISTORICAL SOCIETY

By: _____
Verne E. Rupright, Mayor

By: _____
Name: _____
Title: _____

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by VERNE E. RUPRIGHT, Mayor of the CITY OF WASILLA, an Alaska municipal corporation, on behalf of the City.

Notary Public for Alaska
My Commission expires: _____

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, _____ of Wasilla-Knik Historical Society, an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public for Alaska
My Commission expires: _____