

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 16-26**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH  
ASSEMBLY APPROVING EXTENSION OF A GROUND LEASE  
WITH THE STATE OF ALASKA, DEPARTMENT OF  
TRANSPORTATION AND PUBLIC FACILITIES.**

**WHEREAS:** the Northwest Arctic Borough and the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) entered into a lease agreement effective August 11, 1992, for a parcel of land approximately 73,456 square feet at the Noatak Airport; and

**WHEREAS:** the Borough and DOT&PF executed lease Supplements No. 1 and 2, respectively effective on January 31, 1995 and June 1, 1999; and

**WHEREAS:** DOT&PF has asserted that the existing leasehold improvements must be removed because they are too close to the runway and are incompatible non-aeronautical structures; and

**WHEREAS:** to facilitate removal of the existing improvements or transfer of the land to the Native Village of Noatak if the airport is relocated, the parties wish to enter into Lease Supplement No. 3, which extends the term through June 1, 2021.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly approves execution of Lease Supplement No. 3 with the State of Alaska, Department of Transportation and Public Facilities, to extend the Noatak Airport lease through June 1, 2021.

**PASSED AND APPROVED THIS 28<sup>th</sup> DAY OF JUNE 2016.**



\_\_\_\_\_  
**Carl Weisner, Assembly President**

**PASSED AND ADOPTED THIS 28<sup>th</sup> DAY OF JUNE 2016.**



\_\_\_\_\_  
**Clement Richards, Sr., Mayor**

SIGNED AND ATTESTED TO THIS 28<sup>th</sup> DAY OF JUNE 2016.

*Stella Atoruk*

Stella Atoruk, Borough Clerk

ATTEST:



DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
STATE OF ALASKA

SUPPLEMENT NO. 3

NOATAK AIRPORT

LEASE ADA-70284

THIS SUPPLEMENT to Lease ADA-70284 is made and entered into by and between the State of Alaska, Department of Transportation and Public Facilities, whose address is Aviation Leasing, 2301 Peger Road, Fairbanks, Alaska 99709-5399, referred to as the Lessor, and Northwest Arctic Borough, whose address is PO Box 1110, Kotzebue, AK 99752, referred to as the Lessee.

**RECITALS:**

1. Effective August 11, 1992, the parties entered Lease ADA-70284, covering the following:

A parcel of land consisting of approximately 73,456 square feet of land on the Noatak Airport as shown on page 15 of the agreement; for the maintenance and operations of the existing public elementary school facility, including the associated bulk fuel tank farm; and

2. Effective January 31, 1995, the parties entered into Supplement No. 1 to Lease ADA-70284 changing the description of the Premises to Parcel C and adding survey requirements to the agreement; and

3. Effective June 1, 1999, the parties entered into Supplement No. 2 to Lease ADA-70284 (Lease) which increased the square footage to approximately 73,651 square feet based upon completion of a survey; and

4. Over the term of the Lease the Lessor provided notice to the Lessee and revised the rental rate as allowed under Basic Provision No. 5 (Rent) of the Lease, to the current rate of \$0.086 per square foot per year; and

5. The Lessee's improvements and activity on the Premises:  
a) are too close to the runway, partially within the Runway Protection Zone, and considered a hazard to the safety of arriving and departing aircraft;

b) are considered non-aeronautical use and inconsistent with the use authorized under the patent conveying title of the Airport from the US Federal Government to DOT&PF; and

c) cannot be allowed to continue or remain on the Airport; and

Noatak Airport

Lessee's Initials:   
Supplement No. 3  
Lease ADA-70284

6. The Lessor does not intend to renew this Lease, except for the purpose of allowing the Lessee additional time to remove its improvements and vacate the Premises; and

7. The Northwest Arctic Borough School District (School District) transfers fuel from the Lessee's tank farm across the Airport via a fuel pipeline owned and operated by the School District under Permit ADA-71774. Removal of the Lessee's tank farm will eliminate the School District's requirement for a pipeline originating from the Lessee's tank farm, and corresponding need for a Permit for that purpose. The Lessee and School District desire that removal of their respective improvements and closure of their respective agreements be coordinated to prevent disruption to the School District's fuel supply; and,

8. The Lessor intends to relocate the Noatak Airport but has not received Federal Aviation Authorization (FAA) authorization or funding to proceed at this time. When the existing Airport is no longer used as an airport, the patent conveying land title to the Lessor from the US Government requires that the Lessor return title to back to the US Government with all improvements removed to the satisfaction of the US Government. Therefore, the plan to relocate the airport does not alleviate the Lessee's need to remove their improvements; and

9. The Lessor must eliminate the known safety and land use concerns at this airport or risk jeopardizing future Federally funded Airport Improvement Projects at this and other State operated airports; and

10. The Lessor desires to allow the Lessee and the School District adequate time to remove their respective improvements from the airport by providing an extension to the term of their respective agreements, and concurrently aligning the term end dates of the respective agreements; and

11. The parties find it will be to their mutual advantage to extend, supplement, amend, or revise Lease ADA-70284;

NOW, in consideration of the recitals, Lease ADA-70284 is extended, supplemented, amended, or revised in the following particulars only, viz.:

I. A. Basic Provisions No. 4 of Lease ADA-70284 is deleted in its entirety and replaced with the following:

A. Basic Provisions

TERM

4. The term of this Lease is twenty nine (29) years from the 1<sup>st</sup> day of June 1992 to the 1<sup>st</sup> day of June 2021.

II. A. Basic Provisions No. 5, Paragraph (a) of Lease ADA-70284 is deleted in its entirety and replaced with the following:

A. Basic Provisions

RENT

5. (a) The annual rent for the premises will be \$6,333.99, calculated at the rate of \$0.086 per square foot per year (73,651 square feet x \$0.086/square foot/year = \$6,333.99), payable annually in advance of the first day of each year of the term specified in Basic Provision No. 4. The rent shall be prorated for any fractional year in the term, with first rent to begin on the 1<sup>st</sup> day of June, 1992. Any additional fees may be specified elsewhere in this agreement. All payments required by this lease must be made in U.S. currency.

III. Paragraphs 6, 7, 8, and 9 are added to Section C, Special Covenants, of Lease ADA-70284 as follows:

C. Special Covenants

6. The Lessee acknowledges and agrees that the term extension granted by this Supplement No. 3 is for the purpose of bringing about closure of this Lease, removal of improvements, and vacation of the Premises in coordination with the closure of the School District Permit ADA-71774.

7. The Lessee acknowledges and agrees that the Lessor's plan to relocate of the Noatak Airport does not negate the requirement that the Lessee remove its improvements.

8. The Lessee acknowledges and agrees to work diligently toward the closure of this agreement, removal of improvements, and vacation of the premises by the Lease expiration date.

9. The Lessee acknowledges and agrees to submit written documentation to the Lessor by March 1, 2017, identifying the steps planned to bring about closure of Lease ADA-70284, removal of improvements, and vacation of the Premises by the Lease expiration date; or a specified later date with an explanation of why additional time is needed.

IV. The effective date of this supplement shall be June 1, 2012.

ALL OTHER TERMS, ARTICLES, PROVISIONS, AND COVENANTS REMAIN UNCHANGED.

Noatak Airport

Lessee's Initials:   
Supplement No. 3  
Lease ADA-70284



IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year of the acknowledgments below.

LESSEE: Northwest Arctic Borough

BY: Clement Richards Sr.  
(Signature)

Clement Richards Sr, Mayor  
(Typed/Printed Name & Title of Signer)

STATE OF Alaska  
JUDICIAL DISTRICT OR COUNTY ) ss.

THIS IS TO CERTIFY that on this 28th day of June, 2016 before me, the undersigned Notary Public, duly commissioned and sworn as such, personally appeared Clement Richards Sr., known to me, and to me known, to be the Mayor, Northwest Arctic Borough and s/he acknowledged to me that s/he executed the foregoing instrument freely and voluntarily on behalf of the Northwest Arctic Borough, for the uses and purposes therein set forth and that s/he is authorized by to do.

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

Stella R Aarvik  
(Typed name and signature)

My Commission Expires: 12/21/2019

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

STATE OF ALASKA )  
FOURTH JUDICIAL DISTRICT) ss.

BY: \_\_\_\_\_

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, known to me and to me known to be the \_\_\_\_\_, Northern Region Aviation Leasing, Department of Transportation and Public Facilities, and s/he acknowledged to me that s/he executed the foregoing instrument freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and that s/he is authorized by said State of Alaska so to do.

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

\_\_\_\_\_  
(Typed name and signature)  
My Commission Expires: \_\_\_\_\_ with office

Lessee's Initials: CR  
Supplement No. 3  
Lease ADA-70284

Noatak Airport