

**City of Palmer  
Action Memorandum No. 16-062**

**Subject:** Authorizing the City Manager to Negotiate and Execute an Assumption of Proprietary Lease from the Estate of John H. Riggs to Gary A. and Odette M. Jamieson for Palmer Hangars Owners Association Unit No. 2 Lot 11 Block 3 at the Palmer Municipal Airport

**Agenda of:** September 13, 2016

**Council Action:** APPROVED

**Originator Information:**

**Originator:** Frank Kelly, Airport Superintendent  
**Date:** August 18, 2016      **Requested agenda date:** September 13, 2016

**Department Information:**

Route to:	Department Director:	Signature:	Date:
	Community Development		
X	Finance		8/23/16
	Public Safety		
	Public Works		

**Approved for presentation by:**

	Signature:	Remarks:
City Manager		
City Attorney		
City Clerk		

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ 0

This legislation (√):

Has no fiscal impact       Creates a positive impact in the amount of: \$ \_\_\_\_\_  
 Negative impact in the amount of: \$ \_\_\_\_\_

Funds are (√):

Budgeted      Line item(s): \_\_\_\_\_  
 Not budgeted      Affected line item(s): \_\_\_\_\_

General fund assigned balance (after requested budget modification): \$ \_\_\_\_\_

Enterprise unrestricted net position (after requested budget modification): \$ \_\_\_\_\_

Director of Finance Signature: 

**Attachments:**

- Palmer Hangars Owners Association Proprietary Lease with John Riggs
- Purchase agreement
- Tenant contact information sheet
- Assignment and assumption of proprietary lease and transfer of certification of Membership with Letters of Testamentary from Probate
- City of Palmer Consent to Assignment
- PHOA Approval
- Certificates of Insurance

**Summary Statement:** Palmer Hangars Owners Association is the lessee for the 9-unit T-Hangar complex constructed on Yukon Drive at the Palmer Municipal Airport. Palmer Hangars Owners Association has a proprietary lease agreement with John Riggs for Unit 2. The personal Representative of John Riggs estate, his wife Cheryl Riggs is assigning this lease to Gary A. and Odette M. Jamieson.

In accordance with and in keeping with article 3, Compliance with Airport Lease, of the Palmer Hangars Owners Association Proprietary Lease with John Riggs, the assignor acknowledges their understanding of and agrees to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as a lessee thereunder. The Assignor also acknowledges and agrees their rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a Consent to Lease Proprietary Lease as set forth in the Airport Lease, and the Assignor, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

The administration recommends the Council Authorize the City Manager to negotiate and execute an assumption of proprietary lease from the Estate of John H. Riggs to Gary A. and Odette M. Jamieson for Palmer Hangars Owners Association Unit No. 2, Lot 11 Block 3 at the Palmer Municipal Airport with the condition that the City receives one copy of the fully executed proprietary lease assumption.

**Administration Recommendation:** Approve Action Memorandum No. 16-062

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*MS 71516*

**PALMER HANGARS OWNERS ASSOCIATION  
PROPRIETARY LEASE  
WITH JOHN RIGGS  
AS TO UNIT NO. 2  
OF THE PALMER HANGARS COOPERATIVE**

THIS AGREEMENT, made and entered into this 4th day of October, 2006, by and between Palmer Hangars Owners Association (hereinafter the "Association"), Lessor, an Alaska nonprofit corporation, of 1620 Raven Drive, Wasilla, Alaska 99654; and *\** John Riggs, of 137 E. Arctic, Palmer AK 99645, (hereinafter "Member"), Lessee.

WHEREAS, through Declarant, the Association obtained a lease from the City of Palmer at the Palmer Airport (hereinafter "Airport Lease") as to the following described property (hereinafter "Leased Premises"):

Lot 11, Block 3, on the preliminary plat for the Palmer Municipal Airport.

WHEREAS, Declarant constructed an aircraft hangar facility (hereinafter "Palmer Hangars" on the Leased Premises; and

WHEREAS, the Association was formed for the purpose of operating a leasehold cooperative under the Alaska Common Interest Ownership Act (AS 34.08) as to the Palmer Hangars, with the intent that Association Members shall have the right to occupy and use the Palmer Hangars and its individual units under the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is a Proprietary Lease as defined by AS 34.08.990(25), and attached hereto as Exhibit A is a Certificate of Membership to which this Proprietary Lease appertains;

NOW, THEREFORE, for valuable consideration paid to Declarant, Palmer Hangars, LLC, receipt of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the Association hereby subleases to the Member, and the Member hereby takes from the Association, Unit No. 2.

TO HAVE AND TO HOLD said unit unto the Member, his executors, administrators and authorized assigns, on the terms and conditions set forth herein, commencing on the date of this Proprietary Lease, and terminating on June 30, 2025, unless terminated earlier as provided herein, or extended as provided by the Airport Lease.

**ARTICLE 1**  
**DEFINITIONS**

Capitalized terms contained in this Proprietary Lease shall have the same definitions and meanings set forth in the Declaration.

**ARTICLE 2**  
**MEMBER'S RIGHTS**

In return for the Member's continued fulfillment of the terms and conditions of this Proprietary Lease, the Association covenants that the Member may, at all times while this Proprietary Lease remains in effect, have and enjoy for the Member's sole use and benefit the unit above described, and may enjoy in common with all other Members of the Association the use of all common community property and facilities.

**ARTICLE 3**  
**COMPLIANCE WITH AIRPORT LEASE**

The Member acknowledges his understanding of and agrees to be bound by and to comply with all terms of the Airport Lease as if a lessee thereunder. The Member acknowledges his rights under this Proprietary Lease are subject to the Airport Lease. The Member also acknowledges and agrees his rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a Consent to Proprietary Lease as set forth in the Airport Lease, and the Member, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

**ARTICLE 4**  
**COMPLIANCE WITH DECLARATION, ARTICLES,  
BYLAWS, AND RULES AND REGULATIONS**

The Member agrees to preserve and promote the cooperative ownership principles on which the Association has been founded. The Member acknowledges his understanding of and agrees to be bound by and to comply with all of the terms of the Declaration, Articles of Incorporation, Bylaws, rules and regulations of the Association, and any amendments and additions thereto.

**ARTICLE 5**  
**USE AND OCCUPANCY OF PREMISES**

The Member shall utilize the unit for himself and/or his guests and invitees, subject to the following restrictions:

The units may be used for any purpose authorized or allowed under the Airport Lease. The units shall not be used for any unlawful purpose or for any purpose or use that may



constitute a nuisance or hazard to health, safety or property. The units shall not be used or occupied for any purpose in violation of any law, lawful order, or rule or regulation concerning the operation or use of Palmer Airport. No unit may be used for any residential occupancy.

The Member shall not permit or suffer anything to be done or kept upon the common interest community which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the common interest community, or commit or suffer any illegal act to be committed thereon. If by reason of the use of the premises by the Member the rate of insurance on the building shall be increased, the Member shall become personally liable for the additional insurance premiums.

#### **ARTICLE 6** **ALTERATIONS AND ADDITIONS**

The Member agrees to comply with the architectural standards set out in the Declaration. The Member shall not, without the prior written consent of the Association, make any structural alterations on the premises or in the water, gas or pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the unit.

If the Member for any reason abandons the unit, he shall surrender to the Association possession thereof, including any alterations, additions, fixtures and improvements.

#### **ARTICLE 7** **TRANSFER OF INTEREST**

The Member may transfer his rights and membership, but only as allowed herein and under the Declaration. Transfer of a Member's right under this Proprietary Lease requires prior written consent by the Association, which consent will require compliance with all terms of this Proprietary Lease, payment of all amounts owed to the Association, and execution by the transferee of a Proprietary Lease. Transfer of the Member's rights is also subject to written consent by the City of Palmer, which consent will require execution of certain documents, including a Consent to Proprietary Lease (Exhibit E to Declaration) and Termination of Proprietary Lease (Exhibit G to Declaration).

#### **ARTICLE 8** **MANAGEMENT, TAXES AND INSURANCE**

The Association shall provide necessary management, operation and administration of the common interest community; pay or provide for the payment of all taxes or assessments levied against any common areas of the common interest community; procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance as required by any mortgage on property in the common interest community, and such other insurance as the Association may deem advisable on the property in the common interest community. The



Association will not, however, provide insurance on the Member's interest in the unit or on the Member's personal property.

**ARTICLE 9**  
**UTILITIES AND TAXES**

The Association shall provide access to electricity for the unit, and may provide water, sewer, trash removal and other utilities if it deems them reasonable and appropriate. The Member shall pay directly for electricity and all other utilities not provided by the Association, and all personal and property taxes assessed on the unit.

**ARTICLE 10**  
**COMMON EXPENSES**

The Member agrees to pay to the Association the Member's proportionate share of the common expenses, as defined in the Declaration and determined by the Board of Directors. The common expenses shall include, but not be limited to, the following items:

- (a) The costs of all management, operation and administration of the common interest community and related services furnished, including payments on the Airport Lease;
- (b) The cost of any necessary repairs and restoration to the Association's property;
- (c) The amount of all taxes and assessments levied against the common interest community, including the building, which the Association is obligated to pay;
- (d) The cost of fire and extended coverage insurance on the common interest community and such other insurance as the Association may effect or as may be required by any mortgage on the common interest community;
- (e) The cost of obtaining or furnishing any utilities as services related to the common areas;
- (f) All reserves set up by the Board of Directors pertaining to the common interest community;
- (g) The estimated cost of future repairs, maintenance and replacements, or Capital Improvement Assessments of the common interest community property to be made by the Association;
- (h) Any other expenses of the Association approved by the Board of Directors, including operating deficiencies, if any, for prior periods; and



- (i) All other common expenses set out in the Declaration.

The Board of Directors shall determine the amount of the common expenses annually, but may do so at more frequent intervals should circumstances so require. No Member shall be charged with more than his proportionate share thereof as determined by the Board of Directors. The Board of Directors shall determine the timing of payment of the common expenses.

**ARTICLE 11**  
**SPECIAL ASSESSMENTS**

The Member agrees to pay all Special Assessments and such other amounts, as set forth in the Declaration.

**ARTICLE 12**  
**LATE CHARGES AND OTHER COSTS IN CASE OF DEFAULT**

The Member agrees that, in addition to the other sums that have become or will become due, pursuant to the terms of this Agreement, the Member shall pay to the Association a late charge in an amount to be determined from time to time by the Board of Directors for each payment of Common or Special Assessments, or part thereof, more than ten (10) days in arrears.

If a Member defaults in making a payment of Common or Special Assessments, or in the performance or observance of any provision of this Agreement, and the Association has obtained the services of any attorney with respect to the defaults involved, the Member covenants and agrees to pay to the Association any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Member shall also pay the costs of the suit in addition to other aforesaid costs and fees.

**ARTICLE 13**  
**INDEMNITY AND HOLD HARMLESS**

To the full extent permitted by law, the Member agrees to indemnify and hold harmless the Association, each and every other Member of the Association, the Declarant, and the City of Palmer from and against any and all losses, claims, damages, liabilities and obligations, of any kind or nature, including reasonable attorney's fees and costs, arising out of or relating in any way to the use or occupancy of the Member's unit or the Palmer Hangars common areas, limited common areas or facilities.

**ARTICLE 14**  
**SUBORDINATION CLAUSE**

The common interest community, of which the unit is a part, is located on real property owned by the City of Palmer and leased to the Association. The parties hereto agree that this Agreement and all rights, privileges and benefits hereunder are and shall be at all times subject to



and subordinate to the leasehold rights of the City of Palmer, and also to any mortgage or deed of trust which may at any time hereafter be placed on the property of the Association or any part thereof. The Member hereby agrees to execute, at the Association's request and expense, any instrument which the Association or the City of Palmer or any lender may deem necessary or desirable to effect the subordination of this Agreement, and the Member hereby appoints the Association and each and every officer thereof, and any future officer, his irrevocable attorney-in-fact during the term hereof to execute any such instrument on behalf of the Member. The Member does hereby expressly waive any and all notices of default and notices of termination of the Airport Lease or foreclosure of any mortgage or deed of trust on the Association's leasehold which may be required by law.

In the event a waiver of such notices is not legally valid, the Member does hereby constitute the Association his agent to receive and accept such notices on the Member's behalf.

**ARTICLE 15**  
**DEFAULT BY MEMBER**

Any of the following events shall constitute a default by the Member:

- (a) The Member ceases to be the owner and legal holder of a membership in the Association;
- (b) The Member attempts to transfer or assign his interest in a manner inconsistent with the provisions of the Declaration or Airport Lease;
- (c) Anytime during the term of this Agreement the Member is declared bankrupt under the laws of the United States, except with the consent of the Board of Directors;
- (d) Anytime during the term of this Agreement a receiver of the Member's property is appointed under any of the laws of the United States or of any state, except with the consent of the Board of Directors;
- (e) The Member makes a general assignment for the benefit of creditors;
- (f) The Member's interest in the cooperative is levied upon and sold under the process of any court;
- (g) The Member fails to pay any sum owed to the Association under this Proprietary Lease, the Declaration or otherwise; or
- (h) The Member fails to abide by the terms of this Proprietary Lease, the Airport Lease, the Declaration, or the Association's Articles, Bylaws, or rules and regulations in effect at the time.



Upon default, the Association may at its option give to the Member a notice that this Proprietary Lease will expire at a date not less than ten (10) days thereafter. If the Association so proceeds, all of the Member's rights under this Proprietary Lease will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Association. It is the intention of the parties hereto to create hereby conditional limitations, and it shall thereupon be lawful for the Association to reenter the unit and to evict all persons and personal property therefrom in the same manner as provided by law in case of an unlawful holdover by a commercial tenant. Further, in the event of a default, the Association shall be entitled to all other remedies set forth in the Declaration or available under law.

The failure on the part of the Association to avail itself of any of the remedies given under this Agreement or at law shall not waive or destroy the right of the Association to avail itself of such remedies for similar or other breaches on the part of the Member.

#### **ARTICLE 16** **NOTICES**

Whenever the provisions of law, the Declaration or this Proprietary Lease require notice to be given to the other party hereto, any notice by the Association to the Member shall be deemed to have been duly given, and any demand by the Association upon the Member shall be deemed to have been duly made, if the same is delivered to the Member at the Member's last known address; and any notice or demand by the Member to the Association shall be deemed to have been duly given if delivered to the office of the Association. Notice may also be given by depositing same in the United States mail, and the time of mailing shall be deemed to be the time of giving of such notice.

#### **ARTICLE 17** **REPRESENTATIONS**

No representations other than those expressly contained in this Agreement, the Declaration, the Articles of Incorporation and the Bylaws of the Association shall be binding upon the Association.

#### **ARTICLE 18** **REMEDIES**

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times for different defaults.

The respective rights or remedies, whether provided by this Agreement or by law or available in equity, shall be cumulative, and the exercise of any one or more of such rights or



remedies shall not preclude or affect the exercise, at the same or at different times, of any other rights or remedies for the same or different defaults, or for the same or different failures of the Member to perform or observe any provision of this Agreement.

**ARTICLE 19  
GENDER REFERENCE**

Any reference to the word "his" herein shall be interpreted to read and mean the word "her" in the event the Member is female, and the word "their" in the event the Member is a couple.

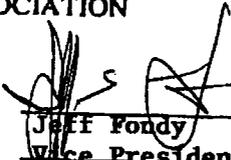
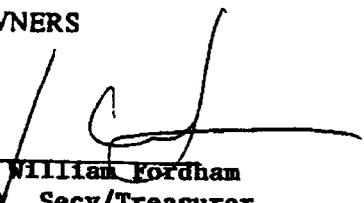
**ARTICLE 20  
GOVERNING LAW**

This Proprietary Lease shall be governed by Alaska law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first above written.

PALMER HANGARS OWNERS  
ASSOCIATION

Date: 10/04/06

By:    
Its: Jeff Fondy William Fordham  
Vice President Secy/Treasurer  
& Director & Director

Date: 10/05/06

By:  10.05.06  
Member John Riggs

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 4th day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jeff Fondy and\*, to me known to be the Vice Pres\*\* of Palmer Hangars Owners Association, the corporation named above, and known to me to be the person named herein and who executed the foregoing PROPRIETARY LEASE for and on behalf of said corporation by authority duly vested in him, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

\*William Fordham \*\*/Director and Secretary-Treasurer/Director, respectively  
PROPRIETARY LEASE  
PALMER HANGARS OWNERS ASSOCIATION  
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GIVEN UNDER MY HAND and official seal the day and year last written above.

*Patricia Livingston*

Notary Public in and for Alaska

My commission expires:



STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

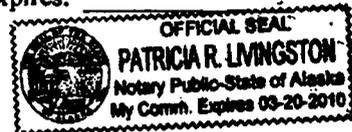
THIS IS TO CERTIFY that on the 5th day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John Riggs, to me known to be the person named herein and who executed the foregoing PROPRIETARY LEASE, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last written above.

*Patricia Livingston*

Notary Public in and for Alaska

My commission expires:



" Attachment "  
**CONSENT TO PROPRIETARY LEASE**

The attached Proprietary Lease from Palmer Hangars Owners Association (hereinafter "Proprietary Lessor") to John Riggs (hereinafter "Proprietary Lessee") is hereby accepted and approved, subject to the terms and conditions of the original Airport Lease dated June 5, 2005, by and between the City of Palmer, Lessor, and Palmer Hangars, LLC, Lessee, and subsequent amendments thereto and assignments thereof. Said Airport Lease covers a parcel of land located within the City of Palmer, which is described as follows:

Lot 11, Block 3, on the preliminary plat for the Palmer Municipal Airport (hereinafter referred to as "Leased Premises").

This Consent to Proprietary Lease pertains to Unit 2 of the foregoing Leased Premises.

This consent is given by the City of Palmer without waiving any right of action or releasing Proprietary Lessor or any subsequent Proprietary Lessee(s) from any liability or responsibility under the aforementioned Lease, subsequent amendments thereto, and assignments thereof.

In consideration of the consent of the City of Palmer to this Proprietary Lease, the Proprietary Lessor unconditionally guarantees performance by the Proprietary Lessee of all terms and conditions of the aforementioned Lease, subsequent amendments thereto and assignments thereof.

Neither this Proprietary Lease nor the acceptance of rent by the City of Palmer from Proprietary Lessee shall release, relieve or in any manner modify the obligations of Proprietary Lessor under the terms and conditions of the Lease, subsequent amendments thereto and assignments thereof.



10 of 17

2006-029512-0

In consideration of the consent to the City of Palmer to this Proprietary Lease, the Proprietary Lessee hereby agrees that its rights are subject to all rights, duties and liabilities of Proprietary Lessor pursuant to the terms and conditions of the aforementioned Airport Lease, subsequent amendments thereto and assignments thereof.

In consideration of the consent of the City of Palmer, the Proprietary Lessee agrees to be bound by all valid claims and valid defenses which may now exist or may hereafter develop between the City of Palmer and the Proprietary Lessor.

In consideration of the consent of the City of Palmer to this Proprietary Lease, the Proprietary Lessor and Proprietary Lessee shall each secure and keep in force during the term of this agreement adequate insurance satisfactory to the City of Palmer with an insurer approved by the City of Palmer to protect the City of Palmer, the Declarant, the Proprietary Lessor and Proprietary Lessee against comprehensive public liability for bodily injury and property damage. The amount of insurance required of the Proprietary Lessor is set forth in the Airport Lease. The amount of insurance required of the Proprietary Lessee is as follows:

- a. if the unit is going to be used for the non-commercial storage of aircraft, the Proprietary Lessee must obtain insurance that is deemed adequate by the Palmer City Council from time to time, which presently requires commercial general liability insurance, with airport premises insurance with a \$300,000 single occurrence liability limit;
- b. if the unit is going to be used for a small business operation, the Proprietary Lessee must obtain insurance that is deemed adequate by the Palmer City Council from time to time, which presently requires commercial general liability



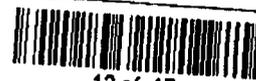
insurance, with airport premises insurance coverage with a \$500,000 single occurrence liability limit.

The Proprietary Lessor and Proprietary Lessee shall each provide the City of Palmer with proof of insurance coverage in the form of a certificate of insurance prior to execution of this Consent to Proprietary Lease by the City of Palmer. All insurance required by this covenant shall:

- a. name the City of Palmer as an additional insured;
- b. provide that the City of Palmer be notified at least thirty (30) days prior to any termination, cancellation or material change in the insurance coverage;
- c. include a waiver of subrogation by which the insurer waives all rights of subrogation against the City of Palmer for payments made under the policy;
- d. be submitted on the City of Palmer Insurance Form, attached hereto as Exhibit "A," with copies of the Declaration and Endorsement pages attached thereto; and
- e. not contain a damage deductible for each and every loss that exceeds One Thousand Dollars (\$1,000).

Nothing in this consent is to be construed as a representation, ratification or approval by the City of Palmer, either express or implied, as to the validity of any of the terms, conditions or provisions of any agreement, sublease and/or assignment document between Proprietary Lessor and Proprietary Lessee.

Nothing in this consent is to be construed as a consent by the City of Palmer to any subsequent transaction. Any further mortgage, pledge, hypothecation, encumbrance, transfer, sublease or assignment (hereinafter in this clause referred to collectively as "encumbrance") of Lessee's or Sublessee's interests in the Leased Premises, or any part or portion thereof, shall first



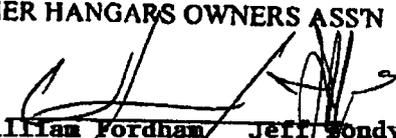
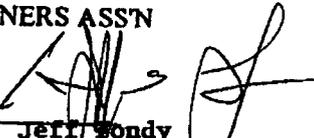
be approved in writing by Lessor. In the event there is an existing Proprietary Lease or other encumbrance which has not been approved in writing by Lessor, such Proprietary Lease or other encumbrance must be disclosed and consented to in writing by Lessor prior to this Consent to Proprietary Lease becoming effective. Failure to obtain Lessor's required written approval of a prior or subsequent encumbrance will render such encumbrance voidable and, at Lessor's election, shall constitute a default. Occupancy of the Leased Premises or any part or unit thereof by a prospective transferee, sublessee or assignee before approval of the transfer, sublease or assignment by Lessor shall constitute a breach of the Lease.

If the Proprietary Lessee hereunder is a corporation, unincorporated association, partnership or joint venture, the encumbrance, transfer or sale of any stock or interest in said corporation, association, partnership or joint venture, in the aggregate exceeding twenty-five percent (25%) shall be deemed an assignment within the meaning of the Lease.

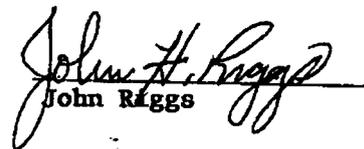
By signature below, the Proprietary Lessor and Proprietary Lessee accept the terms and conditions hereof, the Proprietary Lessee acknowledges the terms and conditions of the aforementioned Lease, subsequent amendments thereto and assignments thereof; and the Lessor consents to the Proprietary Lease.

PROPRIETARY LESSOR:

PALMER HANGARS OWNERS ASS'N

By:    
William Fordham      Jeff Bondy  
Its: Secy/Treasurer      Vice President  
& Director              & Director  
Date: 10/04/06

PROPRIETARY LESSEE:

By:   
John Riggs  
Date: 10/05/06

CONSENT TO PROPRIETARY LEASE  
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CITY OF PALMER

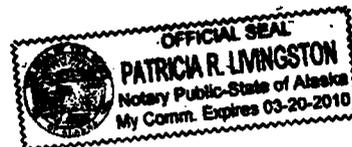
By: Jane Dale  
Jane Dale  
Airport Manager  
Date: 10-11-06

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 4th day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared William Fordham\*, to me known to be the Secy-Treas\*\* of Palmer Hangars Owners Association, the corporation named above, and known to me to be the person named herein and who executed the foregoing CONSENT TO PROPRIETARY LEASE for and on behalf of said corporation by authority duly vested in him, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein set forth. \*and Jeff Fondy \*\*/Director and Vice Pres/Director, respectively

GIVEN UNDER MY HAND and official seal the day and year last above written.

Patricia R. Livingston  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

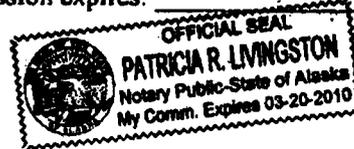


STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 4th day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John Riggs (Proprietary Lessee), known to me to be the identical individual named herein and who executed the foregoing CONSENT TO PROPRIETARY LEASE, freely and voluntarily, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

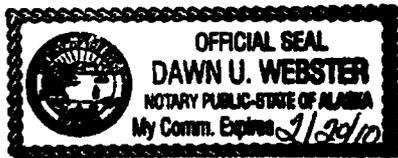
Patricia Livingston  
Notary Public in and for Alaska  
My commission expires:



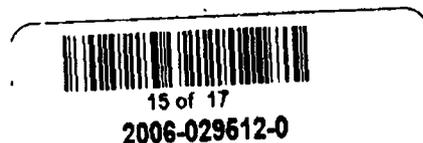
STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 11 day of October, 2006, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JANE DALE, to me known and known to me to be the identical individual described in and who executed the within and foregoing CONSENT TO PROPRIETARY LEASE as Airport Manager of the City of Palmer, freely and voluntarily on behalf of the City of Palmer, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

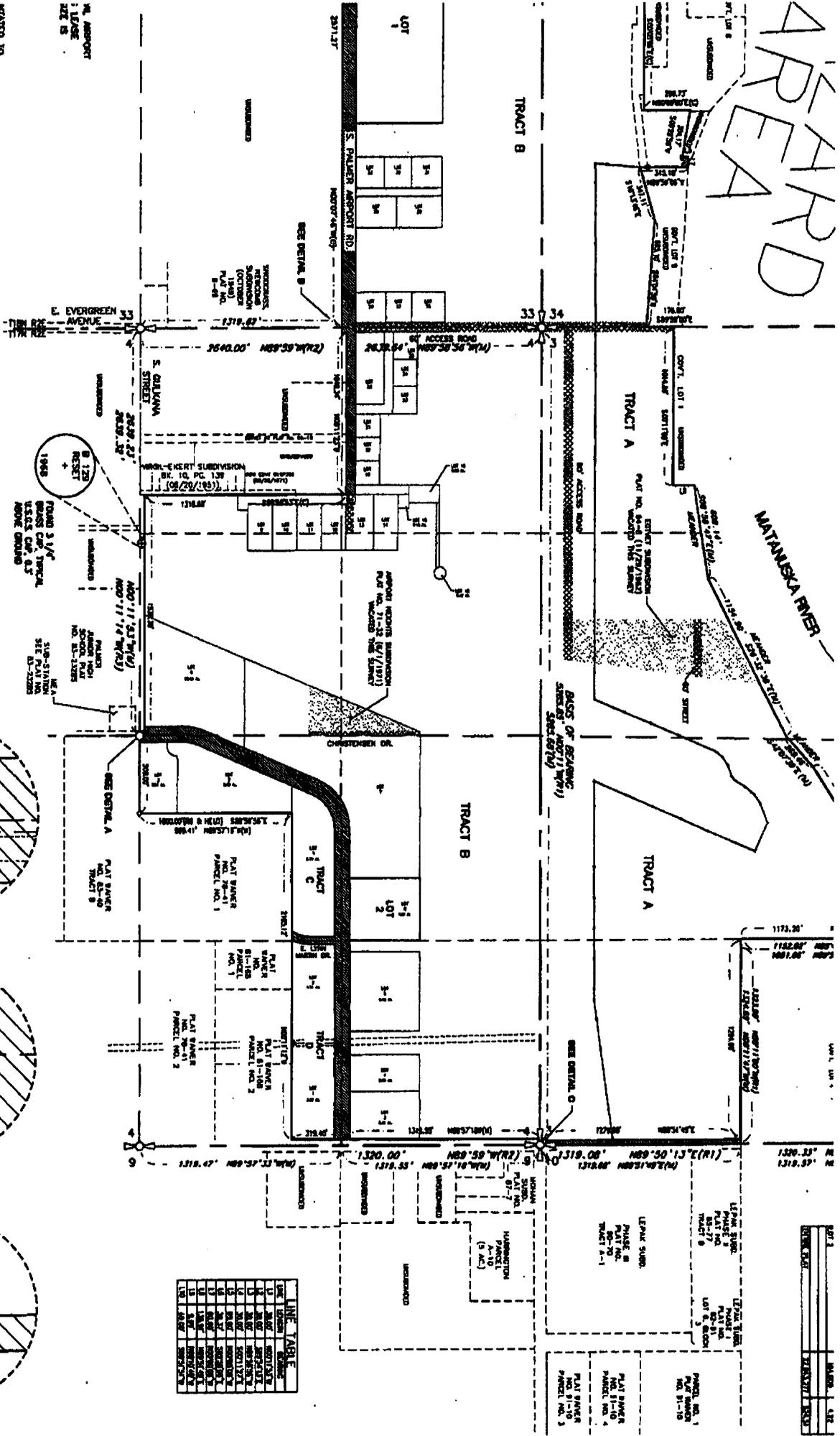


Dawn U. Webster  
Notary Public in and for Alaska  
My commission expires: 2/20/10



# BREARD

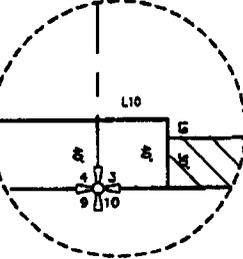
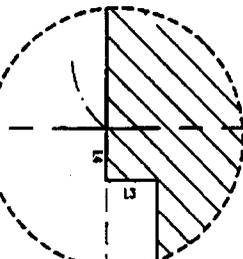
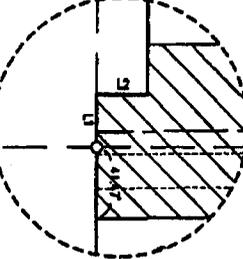
MATANUSKA RIVER



**LEGEND:**

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- NEAR LINE
- N. IS FOR S BOUND ON TION WITH
- EMENTS SHALL S APPLY TO
- 2N FROM O LINE 3
- CHANG TITLE
- IONS IS
- ATION IS
- VACATED RIGHT-OF-WAY

- (1) RECORD OF SURVEY 88-4923 (10/12/1988)
- (2) OLD / BLM ORIGINAL FIELD NOTES (1912 TO 1923)
- (3) PLAT 88-89 (04/04/1988)
- (4) SHERWOOD PARK SURVEY PLAT 71-94 (01/01/1971)
- (5) AK. D.O.T. RIGHT-OF-WAY MAP 99-68 (02/16/1999)
- (6) PLAT WAGON NO. 78-41, PARCEL NO. 1
- (7) LDMF MEASURED W/S SURVEY (2001-10 TO 2002-01)
- (8) COMP/W/D, THIS SURVEY



LINE	DESCRIPTION	BEARING	DISTANCE
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
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20	...	...	...

SURVEYOR'S CERTIFICATE







**PURCHASE AND SALE AGREEMENT**

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 Palmer Recording District, Third Judicial District, State of Alaska:

Legal Description: Palmer Hangar Owner's Association Unit 2

Palmer Recording District: 2006-0009201-0

Street Address: 750 E. Yukon Street Palmer, AK 99645

hereinafter "the Property". The sales price includes the following personal property (if none, leave blank): Refrigerator, Washer and Dryer, Stove and Microwave, (2) Televisions, garage items any and all household furnishes left on the property.

2. Price. The total purchase price for the Property is: \$ 82,000.00, payable by the Buyer(s) as follows:

(a) The balance of the purchase price will be at time of closing.

3. Condition of Property. Buyer(s) offers to purchase the property in its present "As-Is" condition: Hangar has been cleaned and no items were left.

4. Other Buyer Contingencies. Other contingencies of Buyer(s) purchase are:

Sale of Hangar is contingent upon final approval by City of Palmer Council.

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	<u>  x  </u>	<u>  x  </u>	Discount Points	_____	_____
Recording Fee	<u>  x  </u>	<u>  x  </u>	Tax Registration	_____	_____
Owner's Title Insurance	<u>  x  </u>	<u>  x  </u>	HOA Fee	_____	_____

Lender's Title Insurance	<input type="checkbox"/>	<input type="checkbox"/>	Appraisal	<input type="checkbox"/>	<input type="checkbox"/>
Bank Set-Up Fee	<input type="checkbox"/>	<input type="checkbox"/>	Survey/As Built	<input type="checkbox"/>	<input type="checkbox"/>
Annual Escrow Fee	<input type="checkbox"/>	<input type="checkbox"/>	Assessments	<input type="checkbox"/>	<input type="checkbox"/>
Escrow Closing Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>
Origination Fee	<input type="checkbox"/>	<input type="checkbox"/>	Well Flow Test	<input type="checkbox"/>	<input type="checkbox"/>
Commitment Fee	<input type="checkbox"/>	<input type="checkbox"/>	Reserves	<input type="checkbox"/>	<input type="checkbox"/>
Credit Report	<input type="checkbox"/>	<input type="checkbox"/>	VA Funding Fee	<input type="checkbox"/>	<input type="checkbox"/>
Flood Certificate	<input type="checkbox"/>	<input type="checkbox"/>	Assumption Fee	<input type="checkbox"/>	<input type="checkbox"/>
Resale Certification	<input type="checkbox"/>	<input type="checkbox"/>	Well/ Septic Inspection	<input type="checkbox"/>	<input type="checkbox"/>
Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

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 September 28, 2016.

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 September 28, 2016. 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 Agency, LLC as agent for its underwriter will be issued to Buyer(s) at closing. If Seller(s) financing is being provided, a standard mortgagee 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 Agency, LLC 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 [redacted]-Su Title Agency, LLC ("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.

Buyer will hold title as: Gary & Odette Jamieson, H&W  
22927 Glacier View Drive  
Eagle River, Alaska 99577

14. Additional Terms: \_

Seller(s):

Buyer(s):

The Estate of John Riggs  
Signature

Gary A. Jamieson  
Signature  
GARY A. JAMIESON

Cheryl Riggs / Representative  
Printed Name

Personal

Odette M. Jamieson  
Printed Name

\_\_\_\_\_  
Signature

Odette M. Jamieson  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Address: 1150 S. Colony Way #3  
PMB 322

Address: 22927 Glacier View Dr.  
Eagle River, AK 99577

Phone:

907-232-1698

Phone:

907-696-2339

Email:

CherylGriggs 29645@

Date:

8/11/2016 Yahoo.com.

Email:

Jamie AK 907@gmail.com

Date:

08/11/2016

Time:

1:45 pm.

Time:

01:46 PM



# CITY OF PALMER

231 West Evergreen Avenue  
Palmer, Alaska 99645  
Phone (907) 745-3271 • Fax (907) 745-0930  
www.cityofpalmer.org

Palmer T- Hangar Complex No. 2

\* Aircraft Number: N826AK

Owner: Gary A. JAMIESON

Mailing Address: 22927 Glacier View Dr  
Eagle River AK 99577

Physical Address if different than Mailing: \_\_\_\_\_  
\_\_\_\_\_

Telephone: Daytime: 907-696-2339

Evening: \_\_\_\_\_

Cell/Pager: 907-440-6517

In case of Emergency and the primary owner is not available:

\* Name: Odetta Jamieson - Cell 9074406512

Mailing Address: 22927 Glacier View Dr.  
Eagle River, AK 99577

Proposed Use: To hangar my personal aircraft - N826AK

✓ Owners Signature: Gary A. Jamieson

✓ Date: August 18, 2016

**ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE  
AND TRANSFER OF CERTIFICATE OF MEMBERSHIP**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND TRANSFER OF CERTIFICATE OF MEMBERSHIP (the "Assignment") is made and entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between CHERYL D. RIGGS, PERSONAL REPRESENTATIVE OF THE ESTATE OF JOHN HERBERT RIGGS (also appearing of record as John Riggs), Deceased, Superior Court Case No. 3AN-14-02790PR, ("Assignor"), whose address is 1150 S. Colony Way #3, PMB 322, Palmer AK 99645, and GARY A. JAMIESON and ODETTE M. JAMIESON, husband and wife, ("Assignee"), whose address is 22927 Glacier View Drive, Eagle River AK 99577.

**RECITALS**

**WHEREAS**, Assignor is acting on behalf of the current Lessee under that certain Proprietary Lease Agreement (the "Lease") between Lessee John Riggs and Lessor Palmer Hangars Owners Association, dated October 4, 2006, recorded October 12, 2006, Reception Number 2006-029512-0, with respect to certain airplane hangar space described as

Unit No. 2, Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska, and

**WHEREAS**, by mesne Assignments Palmer Hangars Owners Association obtained a lease from the City of Palmer at the Palmer Airport as to the following described property

Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska;

and all terms and conditions of said Airport Lease and compliance therewith apply to this Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, all as more fully set forth in said Proprietary Lease; and

**WHEREAS**, Assignor desires to assign the right, title, and interest of John Riggs under the Proprietary Lease to Assignee, and further transfers the Certificate of Membership in and to said Unit 2, and Assignee desires to accept and assume the right, title, and interest of Assignor under the Proprietary Lease and Certificate of Membership;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

**Section 1. Assignment of Proprietary Lease and Transfer of Certificate of Membership.** Assignor hereby grants, transfers, conveys and assigns to Assignee all of the right, title and interest of John Riggs as Lessee under the Proprietary Lease and Certificate of Membership, and Assignee accepts such assignment, and except as provided in Section 2 below, assumes all obligations of Assignor thereunder, as of the effective date of this Assignment. Except as provided in Section 2 with respect to Claims (as such term is hereinafter defined), Assignee shall defend, indemnify and hold harmless Assignor from and against all Claims arising or occurring under the Proprietary Lease and Certificate of Membership after the effective date of this Assignment.

**Section 2. Continued Liability of Assignor.** Notwithstanding the provisions of Section 1 above, Assignor expressly agrees that the Estate of John Herbert Riggs shall remain liable for all obligations and claims (the "Claims"), including, but not limited to, indemnity obligations, arising or occurring under the Proprietary Lease and Certificate of Membership prior to the effective date of this Assignment, irrespective of whether a Claim is made after the effective date of this Assignment. Assignor shall defend, indemnify and hold harmless Assignee from and against such Claims.

**Section 3. Permits, Laws, and Taxes.**

**3.01.** The Assignee shall acquire and maintain, in good standing, all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Assignee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations, including, but not limited to the Palmer Municipal Code, and all state and/or federal laws and regulations. The Assignee shall pay all taxes pertaining to his performance under this Agreement.

**3.02.** In accordance with and in keeping with Article 3, Compliance with Airport Lease, of the Palmer Hangers Owners Association Proprietary Lease with George J. Gallagher and Peggy J. Gallagher recorded October 22, 2007, Reception Number 2007-027127-0, the Assignee acknowledges his understanding of and agrees to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as if a lessee thereunder. The Assignee also acknowledges and agrees his rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a consent to transfer the Proprietary Lease as set forth in the Airport Lease, and the Assignee, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

**Section 4. Other Instruments/Actions.** The parties agree to execute such further reasonable instruments, to take such further reasonable actions, and to make any additional reasonable transfers as may be necessary to carry out the purpose and intent of this Assignment.

**Section 5. Miscellaneous.**

**5.01. Governing Law/Remedies.** This Assignment and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Alaska without giving effect to principles or provisions thereof relating to choice of law or conflict of laws. In any action to enforce the provisions of this Assignment, the prevailing party shall be entitled to reasonable attorney fees and court costs.

**5.02. Waiver/Amendments.** Any waiver must be in writing, and any waiver by any party of a breach of any provision of this Assignment shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Assignment. The failure of a party to insist upon strict adherence to any term of this Assignment on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Assignment. This Assignment shall not be altered, modified or otherwise amended except by an instrument in writing signed by both parties.

**5.03. Binding Effect; Assignment.** This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**5.04. No Partnership, Joint Venture, Etc.** Nothing in this Assignment shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

**5.05. No Third Party Beneficiaries.** This Assignment does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Assignment.

**5.06. Severability.** If any provision of this Assignment or any application thereof shall be held invalid, illegal or unenforceable, the remainder of this Assignment or any other application of such provision shall not be affected thereby.

**5.07. Counterparts.** The Assignment may be executed in one or more counterparts, including by facsimile, all of which counterparts taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties have executed this Assignment as of the date and year first written above.

**ASSIGNOR:** ESTATE OF JOHN HERBERT RIGGS, Deceased,  
Superior Court Case No. 3AN-14-02790PR

By \_\_\_\_\_  
CHERYL D. RIGGS, Personal Representative

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
2016, by CHERYL D. RIGGS, PERSONAL REPRESENTATIVE OF THE ESTATE OF  
JOHN HERBERT RIGGS, Deceased, Superior Court Case No. 3AN-14-02790PR, on behalf  
of the estate.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_  
GARY A. JAMIESON

\_\_\_\_\_  
ODETTE M. JAMIESON

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
2016, by GARY A. JAMIESON and ODETTE M. JAMIESON.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

Record in Palmer Recording District.  
Return to:  
GARY A. JAMIESON and ODETTE M. JAMIESON  
22927 Glacier View Drive, Eagle River AK 99577

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT  
IN PROBATE

In the Matter of the Estate  
of  
John Herbert Riggs,  
Deceased.

Case No. 3AN-14 - 2790 PR

**LETTERS TESTAMENTARY**

The application for informal appointment of CHERYL D. RIGGS as personal representative of the above styled estate having come before this court, CHERYL D. RIGGS, is hereby appointed personal representatives of the Estate of John Herbert Riggs, to serve without bond.

DATED this 20 day of Nov, 2014.

\_\_\_\_\_  
Probate Master

I hereby certify that this is a true and correct copy of the original on file in my office.

ATTEST:

Clerk of the Trial Courts at Anchorage

By [Signature]  
Deputy

Date 11/21/2014

**VERIFICATION**

I hereby accept the duties and responsibilities of the office of personal representative of the ESTATE OF John Herbert Riggs, which I will perform as required by law, including but not limited to the following duties:

(a) to take possession and control of the decedents property as required by

AS 13.16.380, except as provided by AS 13.16.365;

**LETTERS TESTAMENTARY**  
**ESTATE OF JOHN HERBERT RIGGS**  
Page 1 of 3

I certify that on 11/21/2014  
copies of this form were sent to AHY  
CLERK [Signature]

NOV 17 2014

ROBERTSON LAW OFFICE, INC.  
310 K Street, Suite 200  
Anchorage, Alaska 99501  
(907) 278-5657  
(907) 346-2810 Fax

**ROBERTSON LAW OFFICE, INC.**  
310 K Street, Suite 200  
Anchorage, Alaska 99501  
(907) 278-5657  
(907) 346-2810 Fax

- (b) to provide notices to heirs and devisees as required by AS 13.16.360, except as provided by AS 13.16.690;
  - (c) to provide notice to creditors as required by law, publish notice when required, and review and either accept or reject claims as required by AS 13.16.455 through 13.16.515;
  - (d) to advise the court in writing of the personal representative's address and telephone number as required by Probate Rule 8;
  - (e) to file returns for state estate taxes if required by AS 43.31.121 and AS 43.31.250;
  - (f) to pay homestead, exempt property and family allowances as required by AS 13.11.125 through 13.11.140, costs of administration and other claims as required by AS 13.16.470 and distribute the assets of the estate;
- and,

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**City of Palmer • Palmer Municipal Airport**  
**231 W. Evergreen Avenue • Palmer, AK 99645**  
 Phone: 907-745-3271 Fax: 907-745-0930

**CONSENT TO ASSIGNMENT**

In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership of Unit 2, Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, and State of Alaska from the Estate of John H. Riggs, ("Assignor") to Gary A. and Odette M. Jamieson, ("Assignee").

Current Palmer Municipal Lease No 05-02 (The Airport Lease) is in Effect. Except as otherwise expressly stated herein, nothing in this consent to assignment of proprietary lease is intended to amend or alter any of the terms and conditions of the Airport Lease or any amendments thereto previously executed by Lessor and Lessee. All terms and conditions remain in full force and effect.

This consent to assignment of lease will not release the Assignor from obligations under the Airport Lease should the new Lessee default. In the event of the default of the Assignee, the lease agreement shall revert to the Assignor.

City of Palmer

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Nathan Wallace, City Manager

STATE OF ALASKA                    )  
   )ss:  
 THIRD JUDICIAL DISTRICT        )

The foregoing Consent to Assignment of Proprietary Lease \_\_\_\_\_  
 was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by  
 \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public in and for Alaska  
 My Commission  
 Expires: \_\_\_\_\_

**From:** Brian Groseclose [<mailto:tgclose172@gmail.com>]

**Sent:** Thursday, September 01, 2016 7:16 AM

**To:** Joan Lease <[joanl@matsutitle.com](mailto:joanl@matsutitle.com)>

**Subject:** Re: Unit #2 - 750 E Yukon Street / Statement from Palmer Homeowners Association

To Whom it may concern,

On behalf of the Palmer Hangar Owners Association, I Brian Groseclose, President of PHOA, approve of the sale and transfer of unit two, from John Riggs to Gary A Jamieson. Mr. Jamieson will need to assume all lease, insurance requirements, operating rules, documents, and CCR's.

Brian Groseclose  
President PHOA  
982-5538



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Conrad-Houston Insurance 507 W. Northern Lights Blvd.  Anchorage AK 99503		<b>CONTACT NAME:</b> June Sellers <b>PHONE (A/C. No. Ext):</b> (907) 276-7667 <b>FAX (A/C. No.):</b> (907) 258-3105 <b>E-MAIL ADDRESS:</b> junes@chialaska.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A Alaska National Insurance Company 38733	
<b>INSURED</b> Palmer Hangars Owners Association 750 East Yukon Street  Palmer AK 99645		<b>INSURER B :</b>  <b>INSURER C :</b>  <b>INSURER D :</b>  <b>INSURER E :</b>  <b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		16APS59659	1/18/2016	1/18/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lot 11, Block 3, Palmer Municipal Airport, Palmer, Alaska

**CERTIFICATE HOLDER**

fkelly@palmerak.org

City of Palmer  
 Palmer Municipal Airport  
 231 West Evergreen Avenue  
 Palmer, AK 99645

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Houston/JUNE

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# STARR COMPANIES

GLOBAL INSURANCE & INVESTMENTS

3353 Peachtree Road NE, Suite 1000  
Atlanta, GA 30326

## Certificate of Insurance

**Certificate Holder:** CITY OF PALMER  
231 W. EVERGREEN AVE.  
PALMER, AK 99645

**Named Insured:** GARY JAMIESON  
22927 GLACIER VIEW DR.  
EAGLE RIVER, AK 99577

**Policy Period:** From FEBRUARY 11, 2016 To FEBRUARY 11, 2017

**Policy Number:** 1000318031-01

**Issuing Company:** STARR INDEMNITY & LIABILITY COMPANY

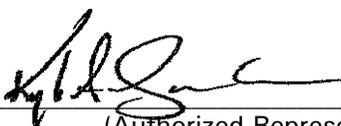
This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:		Reg	Insured Value	Deductibles	Liability Limit	Passenger
Year	Make and Model	No		NIM / IM		Sublimits
2014	JUST AVIATION SUPERSTOL	N826AK	\$ 100,000.	NIL / NIL	\$ 1,000,000.	/\$100,000.
			\$		\$	/\$
			\$		\$	/\$
			\$		\$	/\$
			\$		\$	/\$
			\$		\$	/\$

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER LIABILITY COVERAGES, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) IF FOR NON-PAYMENT] NOTICE OF CANCELLATION OR MATERIAL CHANGE.

Certificate Number: 1.1  
Issued By and Date: AUGUST 18, 2016 (RJ)

By   
(Authorized Representative)