

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (“Amendment”), effective upon mutual execution (“Effective Date”), is entered into by and between the City of Saint Paul (“City”), an Alaska municipal corporation, whose mailing address is P.O. Box 901, Saint Paul Island, Alaska 99660 (“Lessor”), and the Aleut Community of Saint Paul Island, a federally recognized tribal entity organized under the Indian Reorganization Act (“Tribe”), whose address is P.O. Box 86, Saint Paul Island, Alaska 99660, to amend the Tidelands Lease dated November 14, 2007 (“Lease”).

1. Tideland Conveyance. Pursuant to the Tideland Patent No. [REDACTED], recorded on [REDACTED], 2025, Lessor acquired Tracts A and B of Alaska Tideland Survey No. 1667, according to the Plat Recorded in the Aleutian Islands Recording District on June 5, 2019 as Plat 2019-2, containing 141.36 acres (“Tideland Conveyance”). The Small Boat Basin is included within a portion of the Tideland Conveyance.
2. Utilities. Notwithstanding Tenant’s rights to quiet enjoyment of the Leased Premises under Article 3, Lessor is expressly permitted to install, operate, maintain, and replace sub-surface and above-ground utilities, as more specifically set forth in the diagram attached as Exhibit A. The area shown on Exhibit A includes land not leased to the Tribe. Lessor is entitled to access the Leased Premises with reasonable notice to Tenant for purposes related to this Section 2 and shall take commercially reasonable efforts to minimize interference with Tenant’s use and enjoyment of the Leased Premises.
3. Rent Payments. By January 1, 2026, in addition to making its separate 2026 rent payment, Tenant shall make a catch-up payment of One Thousand Eight Hundred Dollars (\$1,800.00) in full satisfaction of rent owed from January 1, 2008 through the 2025 Lease year.
4. General Provisions. All initial capitalized terms used in this Amendment but not specifically defined shall have the meanings assigned to such terms in the Lease or, if not defined in the Lease, shall have the meanings commonly ascribed. Except as specifically stated above, all the terms, covenants and conditions of the Lease shall remain in full force and effect. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original and all such counterparts taken together will constitute one and the same instrument. Counterparts executed and delivered using electronic signatures and copies will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead. All other terms and conditions of the Lease not expressly amended herein remain the same.

Signatures to follow.

LESSOR:

City of Saint Paul

Dated: _____

By: _____

Phillip Zavadil

Its: City Manager

TENANT:

Aleut Community of Saint Paul Island

Dated: _____

By: _____

Its: _____

