



Record: Fairbanks Recording District

GRANT OF EASEMENT
Temporary Construction Easement
Lot 5, Block 12, Townsite of Fairbanks

THIS TEMPORARY CONSTRUCTION EASEMENT is entered into effective this 10th day of March 2023 by and between GMH INVESTMENTS, LLC, with an address of 330 Wendell Ave. Ste F, Fairbanks, Alaska 99701, as GRANTOR, and CITY OF FAIRBANKS, a municipal corporation of the State of Alaska, with address of 800 Cushman Street, Fairbanks, Alaska 99701, as GRANTEE.

WITNESSETH:

The GRANTOR, for good and valuable consideration, being seized in title, and duly authorized, has this day granted to GRANTEE this Temporary Construction Easement for the sole purpose of a temporary work area (for example, the staging of materials and the storage of equipment) above and upon the easement area, in connection with the Grantee's Polaris Hotel Demolition Project located on adjacent property. The "easement area" covered by this Temporary Construction Easement is all outside areas of the parcel of land depicted on the attached "Exhibit A" to this grant of easement, and more particularly described on the attached "Exhibit B". Grantee understands that a "Taphouse Basement" exists under the Courtyard of the outside easement area and the street level floor has unknown weight limitations and Grantee will use due caution if used to store materials or store equipment, etc.

The north half of Lot 5 is a parking lot specifically reserved for the sole use of the Grantor / Owner and its tenants. Grantees are prohibited from using any portion of that parking lot for any reason without prior written consent from the Grantor / Owner.

Special Provisions:

1. **Sole Purpose:** Construction Workspace for Grantee's City of Fairbanks, Polaris Hotel Demolition Project.
2. **Term:** This Temporary Construction Easement terminates on the earlier of (a) the date on which the Project is complete, or (b) May 7, 2023. Actual Construction Time estimated to be less than 3-weeks.
3. **Users of Temporary Construction Easement.** Subject to the terms and conditions herein set forth, Grantor agrees that this Temporary Construction Easement may be used by Grantee and Grantee's contractors, subcontractors, and suppliers performing work for the Project (collectively, the "Permittees").

4. Restoration of the Easement Area. On or before the expiration of the Term, Grantee shall remove all of its (and its Permittees') equipment and other materials from the easement area, and the easement area shall be restored by Grantee to the extent reasonably possible to the state it was in prior to the granting (including, without limitation, replacement of landscaping, curbing and pavement, as applicable). Such restoration and all costs related thereto shall be borne by Grantee and performed at no cost to Grantor.

5. Other Terms and Conditions.

(a) Grantee and any Permittee using the easement area is solely responsible for the security of its equipment, supplies, and other materials used or stored in the easement area.

(b) Any moving of physical features or maintenance of the easement area required during the Term and all costs related thereto shall be performed and borne by Grantee, or Grantee shall ensure that the same is performed by another party, in either case at no cost to Grantor.

6. Grantee covenants and agrees that it shall (and shall cause all of its Permittees to) conduct all operations in and about the easement area in a clean and workmanlike manner and in compliance with all applicable laws, and Grantee shall, in exercising its rights (and shall cause all of its Permittees in exercising any of their rights to), minimize to the greatest extent practicable the duration and degree of any interference with Grantor's use and enjoyment of Grantor's property, including without limitation the easement area. Grantee further covenants and agrees, at its sole cost and expense: (A) to replace any landscaping on the surface of the easement area or adjacent thereto that Grantee or its Permittees removes, displaces, or damages in the exercise of its rights, with substantially similar landscaping; (B) to otherwise restore Grantor's property to substantially the same condition as existed prior to any work on the Project that Grantee or its Permittees may perform; (C) to perform, and to cause all of its Permittees to perform, all of their respective activities in a good, safe, and lawful manner so as to prevent any damage to property or any injury to or death of persons; and (D) to maintain, and to cause all of its Permittees to maintain, the easement area in a good, safe, and lawful manner so as to prevent any damage to property or any injury to or death of persons. Prior to commencing any work in or use of the easement area, Grantee shall give Grantor at least seven days' advance written notice, except with respect to continuous, uninterrupted work being performed during the course of the Project or in emergency situations (which emergency situations shall require only such advance notice (which may be oral) as is reasonable under the circumstances).

7. Insurance Required of Grantee and Permittees. During the term of this Temporary Construction Easement, Grantee shall cause all of its Permittees entering upon the easement area to carry and maintain, at no cost to Grantor, liability insurance that shall include, at a minimum, the limits of liability and other requirements hereinafter set forth:

(a) Limits

(1) Commercial General Liability
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate - Per Project Aggregate
\$1,000,000 Products/Completed Operations Aggregate-Per Project
\$1,000,000 Personal Injury

(2) Business Automobile Liability
\$1,000,000 Combined Single Limit

(3) Workers' Compensation/Employers' Liability (Stop Gap) Statutory Workers'
Compensation -Coverage A



Employer's Liability- Coverage B

\$500,000 Each Accident
\$500,000 Disease - Each Employee & Policy Limits

- (4) Excess or Umbrella Liability- above primary General Liability, Business Auto Liability, and Employer's Liability:

\$3,000,000 Each Occurrence/Annual General Aggregate

- (b) Other Requirements.

- (1) Commercial General and Umbrella Liability Insurance. The Commercial General Liability (CGL) and Commercial Umbrella liability insurance described above shall cover all operations relating to the Project. If such CGL contains a general aggregate limit, it shall apply separately to each project or location. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Grantor shall be included as an additional insured under the COL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella liability policy, if any. This insurance shall apply as primary insurance.

- (2) Completed Operations Liability Insurance. The COL policy shall include coverage for Grantor as an additional insured with respect to completed operations, per the terms of ISO additional insured endorsement CG 2037,

Additional Insured - Owners, Lessees or Contractors - Completed Operations. Grantee shall cause it Permittees to maintain the completed operations coverage including Grantor as additional insured for at least three years following substantial completion of the Project. Continuing COL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).

- (3) Business Auto and Umbrella Liability Insurance. Such insurance shall cover liability arising out of any auto (including owned, hired and non- owned autos). Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute form providing equivalent liability coverage.

- (4) General. All policies required by this Temporary Construction Easement shall: (a) be written by insurance companies with a Best's Rating of no less than "A:VII"; and (b) provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to Grantor.

- (5) Certificate(s) of Insurance. Prior to the commencement of any work under this Temporary Construction Easement, Grantee shall cause its Permittees to provide Grantor with certificates of insurance and copies of all additional insured endorsements as evidence that the insurance coverages required by this Paragraph 7 are in full force and effect.

(c) Grantee's Insurance. In addition to the coverages set forth above required to be carried by its Permittees, Grantee shall itself carry and maintain (through a statutory self- insurance



program or otherwise) the same Commercial General Liability coverage as is described in this Paragraph 7, but with limits not less than \$5,000,000 combined single limit per occurrence and \$5,000,000 in the aggregate.

8. Indemnification. Subject to a specific appropriation by the city council for this purpose, the City agrees to indemnify, defend, and hold harmless Grantor for any causes of action, claims, damages, and losses, of whatever kind or nature, in law or in equity, relating to or arising from the use of the easement area by Grantee or its Permittees. All parties to this agreement recognize and agree that the City has no appropriation currently available to it to indemnify Grantee under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the city council and the city council's failure to make such an appropriation creates no further liability or obligation of the City.

9. Covenants Running With the Land. This Temporary Construction Easement, including without limitation the restrictions, limitations, covenants, and agreements applicable thereto, is intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of, and enforceable by the parties, and their respective successors, assigns, and personal representatives, including without limitation all subsequent owners of the easement area, for and with respect to the Term.

10. Entire Agreement and Construction. This Temporary Construction Easement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Temporary Construction Easement shall be given a reasonable construction so as to effectuate the intention of the parties to confer a commercially usable right of enjoyment on the parties hereto.

11. Modification. No modification of this Temporary Construction Easement shall be binding upon any party unless set forth in writing and signed by both Grantor and Grantee, or their respective successors or assigns.

12. Severability. If any provision of this Temporary Construction Easement is invalid or unenforceable as against any person, party, or under certain circumstances, the remainder of this Temporary Construction Easement and the applicability of such provision to other persons, parties, or circumstances shall not be affected thereby and shall remain in full force and effect, and in lieu of any such invalid or unenforceable provision, there shall be substituted a provision of similar import reflecting the original intent of the parties to the fullest extent permitted by law.

13. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and served either personally or sent by United States registered or certified mail, return receipt requested, postage prepaid or by pre-paid nationally recognized overnight courier service, and addressed to the parties at their respective addresses set forth in the preamble above. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith. Notices given hereunder shall be deemed to have been given on the date of personal delivery (or the first business day thereafter if delivered on a non-business day), three (3) days after the date of certified mailing, or the next business day after being sent by overnight courier.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first written above.

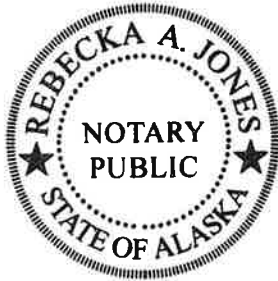
GRANTOR
GMH INVESTMENTS. LLC

Gina M. Hopper, President
Name and Title

State of Alaska)
) ss
Fourth Judicial District)

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this 10th day of March 2023 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, personally appeared Gina M. Hopper of GMH INVESTMENTS, LLC. and that they acknowledged before me that they executed the same on behalf of said entity, with authority to do so. IN WITNESS WHEREOF, my hand and official seal.



Rebecka A. Jones
NOTARY PUBLIC:
Commission Expires: 3/6/2027



(CITY SEAL)



GRANTEE
CITY OF FAIRBANKS, ALASKA



DAVID PRUHS,
Mayor

ATTEST:



DANYIELLE SNIDER
City Clerk

APPROVED AS TO FORM:



THOMAS A CHARD II, City Attorney

State of Alaska)
) ss
Fourth Judicial District)

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this 13th day of March 2023 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, personally appeared David Pruhs, the Mayor of the City of Fairbanks, and Danyielle Snider, the City Clerk of the City of Fairbanks, and that they acknowledged before me that they executed the same on behalf of said municipal corporation. IN WITNESS WHEREOF, my hand and official seal.

STATE OF ALASKA
NOTARY PUBLIC

Rochelle L. Rodak
My Commission Ends with My Office





NOTARY PUBLIC:
Commission Expires: end of office

After recording, return to:
Jeff Whipple
City of Fairbanks
800 Cushman Street
Fairbanks, Alaska 99701



EXHIBIT-A

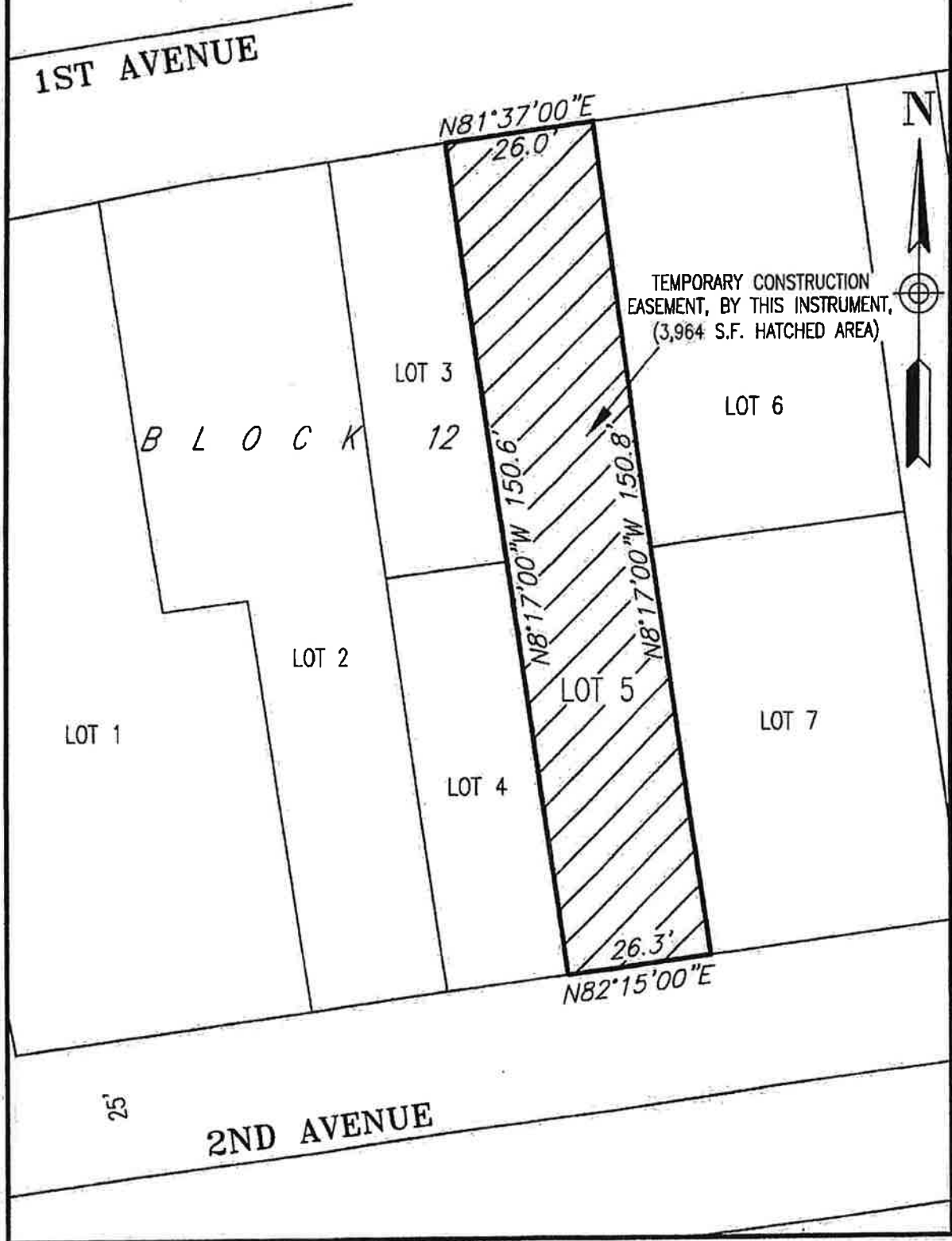


EXHIBIT B

EASEMENT PARCEL

Lot 5 Block 12, TOWNSITE OF FAIRBANKS, according to the survey of said townsite, known as the L.S. Robe Map of 1909, reproduced by Karl Theile, U.S. Surveyor – General in 1922; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

