

CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

From: John Leach, Municipal Administrator 

Date: July 1, 2026

Subject: Reconsideration of NSRAA Lease for Block 4, Lot 1, Gary Paxton Industrial Park

Background

The Northern Southeast Regional Aquaculture Association (NSRAA) is a private non-profit corporation established to assist in the restoration and rehabilitation of Alaska's salmon stocks. NSRAA has leased property at the Gary Paxton Industrial Park (GPIP) since 2006, initially occupying Lot 2 for fish hatchery operations. In 2018, NSRAA entered into a second lease for the adjacent Lot 3 to support hatchery expansion. During that expansion, Lots 2 and 3 were merged to address property boundary setback issues, creating Block 4, Lot 1, Hatchery Subdivision, a 77,330 square foot parcel that NSRAA now occupies. The parcel supports two NSRAA fish hatcheries and a caretaker housing unit. Both the Lot 2 and Lot 3 leases were set to expire in May 2026.

Analysis

In February 2026, NSRAA Operations Manager Adam Olson submitted a lease terms proposal to GPIP Director Garry White requesting a new consolidated lease for Lot 1 at an initial rate of \$800 per month, with a 10-year initial term and four successive 10-year renewal options. NSRAA cited the favorable economic impact of hatchery operations on the common property fishery, the administrative simplicity of a flat rate, and the fact that the proposed rate nonetheless exceeded their existing combined rent. The GPIP Board of Directors met on February 19, 2026, and voted 4-0 to recommend approval of the proposed terms. GPIP Director Garry White transmitted that recommendation to me by memorandum dated March 26, 2026.

The proposed lease (Agenda Item 26-067) was presented to the Assembly on April 14, 2026. Finance Director Brooke Volschenk provided a concurrent memorandum noting that the \$800 per month rate represents \$32,160 less in annual revenue than the estimated market rate of \$3,480 per month based on the 2026 assessed value of \$464,000 at 9%. The Finance Director further noted that GPIP is an enterprise fund intended to be self-supporting, that prior below-market leases have contributed to the fund's financial challenges, and that if the Assembly wished to support a reduced rate for

economic or policy reasons, a subsidy from a different funding source would be more appropriate. Following discussion of the reduced rate versus market rate, funding approach, and accounting concerns, the motion to approve the lease failed 4-2. No consensus was reached on a path forward.

NSRAA General Manager Scott Wagner met with the Garry White and me on June 1, 2026, and subsequently submitted a written proposal dated June 18, 2026, offering two modifications to the original lease terms in an effort to address Assembly concerns. First, NSRAA proposes increasing the initial monthly rent from \$800 to \$1,000, which represents a 42% increase over NSRAA's prior combined monthly rate of \$704.34. At \$12,000 annually, this rate remains well below the estimated market rate of \$41,760 per year but provides meaningful additional revenue. Second, NSRAA proposes increasing the maximum allowable rent increase upon each 10-year renewal from 10% to 20% above the rent in effect during the fifth year of the preceding term. NSRAA also noted that the language in Section 2.3 of the draft lease governing renewal-period rent could benefit from clarification, and that the Municipal Attorney indicated during the April 14 meeting that such clarification would be non-substantive.

If the Assembly approves the modified terms, the lease agreement presented on April 14, 2026 would require the following changes: (1) Section 2.1 would be amended to reflect a monthly rent of \$1,000 rather than \$800; and (2) Section 2.3 would be amended to replace the 10% maximum renewal-period increase with a 20% maximum, applied over what Rent was during the fifth year of the preceding term. The Municipal Attorney should also review Section 2.3 for non-substantive clarifying language to resolve the ambiguity regarding whether the cap applies annually or per term, consistent with the representation made at the April 14 meeting. No other sections of the proposed lease require modification.

NSRAA's hatchery operations at the GPIIP support the common property fishery throughout the Sitka area, contribute to the regional economy, and represent a long-term industrial land use consistent with the purposes for which the GPIIP was established. The lease also supports the CBS Strategic Plan's economic development goals by retaining an established non-profit operator whose production benefits local commercial fishing fleets.

Fiscal Note

At \$1,000 per month, the proposed modified lease would generate \$12,000 annually. This represents a \$3,547.92 annual increase over the current combined lease rate of \$8,452.08 per year (\$704.34/month) but remains \$29,760 per year below the estimated market rate of \$41,760. Over the initial 10-year term, the revenue shortfall relative to market rate would be approximately \$297,600. The absence of CPI adjustments during the initial term means this gap will widen over time as assessed values increase.

Because the rate is below market, the lease functions as an economic development subsidy. The Assembly should consider whether the GPIIP Enterprise Fund is in a financial position to absorb that subsidy over the long term. GPIIP is intended to operate as a self-supporting enterprise fund and continued below market lease arrangements reduce revenue available to support the fund's long-term sustainability. If the Assembly determines that a below-market lease is appropriate for economic development or other policy reasons, routing the lease through the General Fund, with a corresponding

appropriation to GPIIP, would make the cost of that policy decision explicit and transparent, rather than having it absorbed within the GPIIP Fund. This approach is consistent with the Finance Director's April 7, 2026 recommendation.

Recommendation

I recommend that the Assembly consider the following options with respect to the NSRAA Lot 1 lease:

Option 1: Approve the modified lease terms. If the Assembly finds the modified terms acceptable, it may approve the lease with the rate set at \$1,000 per month and the renewal period increase cap set at 20%. As part of that action, the Assembly should also direct whether lease revenue is to be credited to the GPIIP Enterprise Fund or to the General Fund, and whether a corresponding appropriation or subsidy mechanism should be established to address the revenue shortfall absorbed by GPIIP.

Option 2: Further modify the terms. If the Assembly wishes to negotiate different rent, escalation provisions, or other conditions before approving, it may direct me to return to NSRAA with a counteroffer and bring a revised lease back for approval. The Assembly should in that case provide specific direction on the terms it would find acceptable, so that staff and NSRAA have a clear target.

Option 3: Deny the lease. If the Assembly determines that the proposed terms are not acceptable and no modified terms are likely to address its concerns, it may deny the lease. In that event, I recommend the Assembly provide NSRAA with clear direction on what, if any, terms would be acceptable or confirm that no lease at a below-market rate will be approved, so that NSRAA can plan accordingly.

Regardless of which option the Assembly selects, I recommend the Assembly make an explicit determination on the fund accounting question. The Finance Director's April 7 memorandum noted that absorbing below-market lease rates within the GPIIP Enterprise Fund compounds long-term financial strain on an already challenged fund. If the Assembly approves a lease at below-market rates, it should satisfy itself that the GPIIP Fund is in a position to sustain that arrangement, or alternatively direct that lease revenue flow to the General Fund with a separate subsidy appropriated to GPIIP to make the fund whole.

Encl:

1. NSRAA Lease Terms Proposal, Adam Olson to Garry White, February 16, 2026
2. GPIIP Director Memorandum to Administrator, March 26, 2026
3. Finance Director Memorandum to Assembly, April 7, 2026
4. NSRAA Proposed Lease Modifications, Scott Wagner to Administrator, June 18, 2026
5. Draft Lease Agreement, Block 4, Lot 1

February 16, 2026

DELIVERY VIA EMAIL

To: Garry White - GPIP Director and GPIP Board of Directors
From: Adam Olson – NSRAA Operations Manager
Subject: NSRAA GPIP Lot 1 Hatchery Subdivision Lease Terms Proposal

Background

Northern Southeast Regional Aquaculture Association (NSRAA) has leased Lot 2 in the Gary Paxton Industrial Park (GPIP) since 2006, and commenced a lease for Lot 3 in 2018. Throughout the course of the hatchery expansion, lots 2 and 3 were merged to alleviate property boundary setback issues with the new building. At that time a re-subdivision occurred which created Lot 1 Hatchery Subdivision that NSRAA now occupies. NSRAA, the CBS, and previously the GPIP board have been in support of a new lease agreement for the combined property. NSRAA's rent for Lot 2 was initially set at \$100/month and at the recommendation of the GPIP board was increased to \$200/month during execution of the first extension. The rent was to be negotiated during each successive extension approval. The rent for Lot 3 was initially set at 50% of fair market value of the 2014 assessment which valued the property at \$4.50/SF, to be adjusted annually based on the change in the CPI. Billing by the CBS is considered a courtesy and the lessee is expected to make timely payments and complete the annual CPI adjustment without notice from the CBS. That said, CBS billing does occur and periodic rent adjustments to Lot 3 have been made, though not necessarily on the anniversary of the lease. Lot 1 is now a 77,330 SF parcel and the most recent appraisal has valued the property at \$6.00/SF. The 2014 appraisal valued both the Lot 2 and Lot 3 properties at \$4.50/SF. Based on NSRAA's current lease payment for Lot 3 of \$462.02/month, the rent appears to be based on a property valuation of \$7.18/SF, 20% more than the currently assessed value. It is unknown why, but a financial review by NSRAA revealed a CBS billing adjustment in March of 2021 that increased the rent by 37%. All subsequent CPI adjustments were then based off of that rate. Back calculations indicate NSRAA may have overpaid rent for Lot 3 for the period from March 2021-present by approximately \$7,000.

Request

NSRAA would like to enter into a new lease agreement for Lot 1 for an initial term of 10-years with the option to renew for 4 successive 10-year terms.

The 2026 assessed value for Lot 1 @ \$6.00/SF is \$464,000. The 9% fair market value would equate to \$3,480/month. NSRAA would like to propose a fee schedule similar to the Lot 2 lease, but initially at a rate of \$800/month, that can be negotiated with the approval of each successive

10-year term. NSRAA proposes this methodology for the following reasons:

- NSRAA is a long-standing tenant of the GPIP with no intention of ceasing hatchery operations at the location.
- The proposed lease fee exceeds what NSRAA currently pays and NSRAA recognizes property values in the GPIP are increasing as the park continues to be developed.
- NSRAA is a private non-profit organization that aims to provide direct economic benefit to the common property fishers of SEAK by contributing an average of 70% of its production after broodstock to the fleets. Costs incurred by the organization have a direct effect on fish available.
- A flat rate without annual adjustments will simplify billing and reduce possible errors. The lease could include a provision to allow for annual lump sum payments to be made in lieu of monthly payments. This could be helpful if the CBS were to discontinue courtesy billing in the future.

Respectfully submitted,

Adam Olson

Adam Olson
NSRAA Operations Manager



329 Harbor Drive, Suite 212
Sitka, AK 99835
Phone: 907-747-2660

Thursday, March 26, 2026

MEMORANDUM

To: John Leach – CBS Administrator
From: Garry White, Director
Subject: NSRAA Lot 2 & 3 Lease Extension and Combination

Introduction

The Northern Southeast Regional Aquaculture Association (NSRAA) is requesting to extend its current leases for Lot 2 and Lot 3 at the Gary Paxton Industrial Park (GPIP) and combine both leases into a new lease for a newly created Lot 1 at the GPIP.

The GPIP Board met on February 19th, 2026, and approved the following motion:

Motion: M/S Howard/Campbell moved to recommend approval of a lease of Lot 1 for 10 years with option for 4 renewals at flat rate of \$800/month.

Action: Passed (4/0) on a roll call vote.

NSRAA currently has lease agreements with the CBS for both Lots 2 & 3. Both leases with the CBS are set to expire in May 2026. The Lot 2 lease allows NSRAA the option for (4) successive terms of (10) ten years. The Lot 3 lease allows for the option for (3) successive terms of (10) ten years.

NSRAA met with the GPIP Board in June 2022, to request to combined Lot 2 and Lot 3 at the GPIP into one continuous lot and have the related leases amended to reflect the new lot. NSRAA was in the process of expanding its hatchery operations by constructing another hatchery on Lot 3. The planned expansion required additional space and even with approved setback variances, the plans showed that more space was needed. The GPIP Board approved the following motion:

Mitchell/Ystad moved for the approval of NSRAA combining Lot 2 & 3 and the amendment of the lease.

Action: Passed (4/0) on a roll call vote (Mr. Wagner recused himself)

The CBS Planning Commission met in July 2022, and approved the approved the following motion:

Alderson/Mudry moved to approve the final plat for a lot merger of the properties at 4680 and 4690 Sawmill Creek Road in the GP Gary Paxton special zone. The properties were also known as Lots 2 & 3, Block 4, Sawmill Cove Industrial Park Re Subdivision No. 1. The request was filed by NSRAA. The owner of record was City and Borough of Sitka.

Action: Passed 3-0 by voice vote.

Background

NSRAA is a private non-profit corporation created to assist in the restoration and rehabilitation of Alaska's salmon stocks and to supplement the fisheries of Alaska. NSRAA leases property at the GPIIP and other locations around Baranof Island to produce millions of Coho and Chum Salmon to the common property fishery in the Sitka area.

Lot 2

The City and Borough of Sitka (CBS) and NSRAA entered into a lease agreement for Lot 2 at the GPIIP in 2006 to construct a multi-million-dollar fish hatchery on the property, including an outfall pipe that extends into the bay. Initial term of the lease was for a 10-year term with a lease amount of \$1,200 annually. The lease was extending in 2016 for another 10 years with an option to extend the lease for (4) four – additional 10-year terms. The lease amount was increased to \$2,400 annually, with the lease amount to be negotiated at each extension.

Lot 3

NSRAA and the CBS entered into a lease agreement on February 2018 for a 3-year term to acquire the adjacent Lot 3 to continue with its due diligence regarding expanding fish hatchery operations at the GPIIP site. The lease rate was set at 50% of market value of \$289.41/month with annual CPI adjustments. Section 1.3 of the lease agreement allowed NSRAA to exercise the option for (4) successive terms of (10) ten years. In February 2021, the lease was extended until May 2026 at a lease rate of 50% of new market value of \$401.25/month, with annual CPI adjustments. The lease allowed an option to extend the lease for (3) three additional 10-year terms. NSRAA had a clause that the lease would be terminated if NSRAA did not construct a new hatchery within 3 years. NSRAA has completed the construction of a second hatchery on the property and an additional outfall pipe into the bay.

GPIIP Tideland Lease

NSRRA and the CBS entered into a tideland lease for 69,647 SF of tidelands in Sawmill Cove in front of their hatchery operations for outfall lines associated with the hatchery operations in July 2022. Additionally, NSRAA uses the tidelands as a staging area to transfer hatchery salmon to net pens to be reared at different locations. The term of the lease is 30 years. Market rate rent amount for the tidelands was set at by Sitka General Code 18.16.210 to be \$490 annually. Rent was waived in consideration of the favorable economic impact the hatchery has on the community and local economy.

New Proposed Lease Terms

Lot 1 (former Lots 2 & 3 combined) is located on the far northern portion of the GPIIP, adjacent to the newly constructed GPIIP Haul Out and Shipyard. The lot is 77,330 SF and houses two NSRAA fish hatcheries and a caretaker housing unit. NSRAA will continue to operate fish hatcheries at the site.

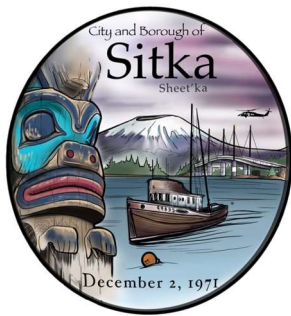
The 2026 assessed value of Lot 1 is \$464,000.

\$464,000 @ 9% = \$41,760 per year or \$3,480/month

The GPIIP Board is recommending a discounted lease rate without annual CPI adjustments due to the economic impact the NSRAA hatcheries has on the local economy and fishing sectors.

Action

- Assembly approval of a new lease for NSRAA on Lot 1 at the GPIIP.



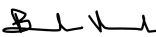
CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator

From: Brooke Volschenk, Finance Director 

Date: April 7, 2026

Subject: NSRAA Lot 2 & 3 Lease Extension and Combination

Financial Considerations

The lease rate recommended by the GPIIP Board continues an existing below market arrangement. The proposed lease rate for Lots 2 and 3 is \$800 per month (\$9,600 annually), compared to the current rate of \$670.80 per month (\$8,049.60 annually).

Based on the 2026 assessed value of \$464,000 and the established 9% rate, the estimated market lease rate is \$3,480 per month (\$41,760 annually). The recommended rate results in \$32,160 less annual revenue than would be generated at this rate.

The lease is associated with GPIIP, an enterprise fund that has historically experienced financial challenges. Prior discounted lease arrangements have contributed to the fund's current position. As an enterprise fund, GPIIP is intended to be self-supporting, and absorbing below market lease rates for economic development purposes places additional strain on its financial sustainability.

As recommended by the GPIIP board, the proposed lease terms do not include annual CPI adjustments. Over the life of the lease, this would further widen the gap between the lease rate and fair market value.

If the Assembly wishes to support a reduced lease rate for economic or policy reasons, it would be more appropriate for a subsidy to be provided through a different funding source.

This is not the only lease within GPIIP that is currently below market rate, and continued use of discounted leases within the fund compounds the long-term financial impact.



NORTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.

1308 Sawmill Creek Road

Sitka, Alaska 99835

Office: (907) 747-6850 fax: (907) 747-1470

To: John Leach

From: Scott Wagner

CC: Garry White

Date: 6.18.2026

Re: NSRAA-GPIP Lease reconsideration

At the April 14, 2026, CBS assembly meeting the proposed lease terms for our GPIP Lot 1 was brought to the assembly table (agenda item 26-067). There was substantial discussion at the table on potential revisions or alternative GPIP Enterprise Fund appropriations to offset the GPIP Board recommend lease rates. Although there was robust discussion by the assembly there was no consensus on what revisions to the lease or path proposed to resolve the assembly concerns. The CBS meeting notes from the assembly discussion were;

“Gary Paxton Industrial Park (GPIP) Director Garry White provided an overview. Members discussed the proposed reduced rate versus market rate, funding approach, and accounting concerns. The Assembly considered revisions and possible referral back to the GPIP Board for further work.”

As no clear consensus on revisions or a process to bring this back to the assembly was decided upon by the assembly, NSRAA proposes the modified terms for reconsideration by the assembly.

Lease Sections for reconsideration;

“Section 2.1 Calculation & Method of Payment of Rent During the Term of the Lease.

*The first year of the Lease begins on the commencement date of this Lease set out in Article I. Each successive year of the Lease begins on the corresponding anniversary commencement date of the Lease. Notwithstanding any other provision of this Lease, on the term start date set out in Article I, Lessee shall pay Rent each month in advance on the first day of each and every month at a rate **of \$800.00.** “*

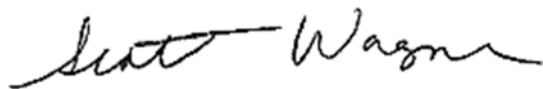
NSRAA proposes a monthly initial lease rate of **\$1,000.00**. This is a 42% increase over our current combined monthly lease rate of \$704.34.

“Section 2.3 Calculation and Method of Payment of Rent During Successive Optional Ten- Year Renewal of the Lease. *If Lessee decides to exercise the option to renew a successive ten-year term under Section 1.3, Lessee must notify Lessor of this intent no less than six (6) months before the end of the current Term of the Lease. Lessor may commission a professional market appraisal of the Subject Property in its "as is" condition. The appraisal will not take into consideration improvements made to the property by Lessee, but may take into consideration improvements made by Lessor. Subject to the provision of the next sentence, Rent for each month of the successive ten-year term (also known as the Eleventh through Twentieth Years) shall be equal to one-twelfth of ten percent (10%) of the appraised value as determined by the appraisal described in this Section. Notwithstanding any other provision of this Lease, Rent for Lessee during the Eleventh and through Twentieth Years shall not increase by more than ten percent (10%) per year over what Rent was during the Fifth Year, if the appraisal described in this Section shows that Rent for the Sixth through Tenth Years should increase over Rent for the Fifth Year.”*

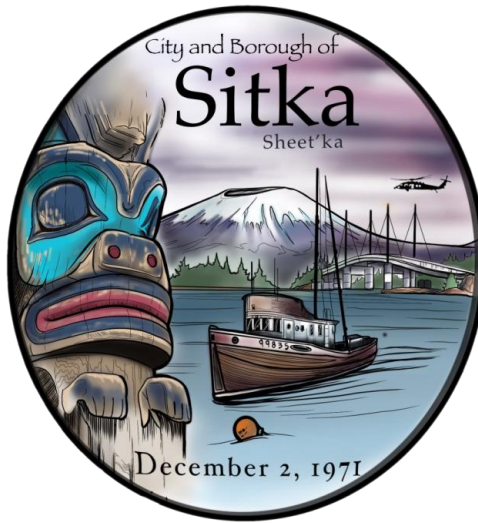
NSRAA proposes 10-Year renewals with a **20%** maximum rate increase. This section of the proposed lease reflects conditions of our existing lease for Lot 3 that included a CPI with a maximum increase of 10%. I suggested clarification on this section to the CBS attorney as the wording is difficult to follow and suggests an annual review in the underlined section. The CBS attorney indicated during the assembly meeting that a clarification to this section would not be substantive.

I believe that these modified terms may address some of the assembly concerns. If these proposed lease term modifications do not address the assembly concerns and it fails to be approved by the assembly, it would be helpful for the assembly to provide a clear consensus on a path forward to resolve any outstanding concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Wagner". The signature is fluid and cursive, with the first name "Scott" written in a more compact, stylized manner and the last name "Wagner" written in a more extended, flowing script.

Scott Wagner



LEASE AGREEMENT

BETWEEN

**THE
CITY AND BOROUGH OF
SITKA, ALASKA**

AND

**NORTHERN SOUTHEAST REGIONAL
AQUACULTURE ASSOCIATION, INC.
(BLOCK 4, LOT 1)**

**LEASE AGREEMENT
BETWEEN
CITY AND BOROUGH OF SITKA
AND
NORTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.**

TABLE OF CONTENTS

PREAMBLE.....	1
SPECIAL PROVISIONS	1
ARTICLE I LEASE, TERM OF LEASE, AND TERMINATION OF LEASE	1
Section 1.1 Conveyance of Estate in Lease.....	1
Section 1.2 Lease Term.....	1
Section 1.3 Option to Renew.....	1
Section 1.4 Disposition of Improvements and Lessee's Personal Property Following Term of Lease.....	2
Section 1.5 Covenants to Perform.....	2
ARTICLE II RENT	2
Section 2.1 Calculation & Method of Payment of Rent During the Term of the Lease.....	2
Section 2.2 Cost of Living Adjustment to Lease Rate Upon Exercise of Lease Renewal.....	2
Section 2.3 Calculation and Method of Payment of Rent During Successive Optional Ten-Year Renewal of the Lease.....	2
Section 2.4 Property Tax Responsibility.....	3
ARTICLE III RESTRICTIONS UPON USE OF SUBJECT PROPERTY.....	3
Section 3.1 Lessee's Obligations as to Construction, Maintenance, Repair and Safety.....	3
Section 3.2 Lessor's Approval of Certain Alterations or Improvements.....	4
Section 3.3 Rights of Access to Property	4
Section 3.4 Additional Conditions of Lease.....	5
Section 3.5 Control of Rodents and Other Creatures on Subject Property.....	6
Section 3.6 Control of Emission of Odors from Subject Property.....	6
ARTICLE IV UTILITY SERVICES AND RATES.....	6
Section 4.1 Provision of Utility Services.....	6
Section 4.2 Rates for Utility Services Provided by Lessor.....	7
Section 4.3 Lessee to Pay for Utility Services.....	7
Section 4.4 Lessor Not Liable for Failure of Utilities or Building.....	7
Section 4.5 Requirement Regarding Potable Water Services.....	7
ARTICLE V LIABILITY.....	7
Section 5.1 Limits on Lessor Liability.....	7
Section 5.2 Limits on Lessee Liability	8
Section 5.3 Reimbursement of Costs of Obtaining Possession.....	8
GENERAL PROVISIONS.....	8
ARTICLE VI DEFINITIONS.....	8
Section 6.1 Defined Terms.....	8
ARTICLE VII INSURANCE	9
Section 7.1 Insurance.....	9
Section 7.2 Notification of Claim, Loss, or Adjustment	10
Section 7.3 Waiver of Subrogation	10

ARTICLE VIII RESTRICTIONS REGARDING ASSIGNMENT, LEASES, AND TRANSFERS OF	
SUBJECT PROPERTY.....	10
Section 8.1 Lessee Without Power to Assign, Lease, or Encumber Subject Property	10
Section 8.2 Limitations on Subleases.	10
ARTICLE IX USE AND PROTECTION OF THE SUBJECT PROPERTY.....	10
Section 9.1 Property As Is - Repairs.	10
Section 9.2 Compliance with Laws.	11
Section 9.3 Notification of Lessor's Public Works Director of Discovery of Contamination. ..	11
Section 9.4 Use of Utility Lines.	11
Section 9.5 Permits and Approvals for Activities.	11
ARTICLE X LESSOR’S RIGHT TO PERFORM LESSEE’S COVENANTS; REIMBURSEMENT OF	
LESSOR FOR AMOUNTS SO EXPENDED	11
Section 10.1 Performance of Lessee's Covenants To Pay Money.....	11
Section 10.2 Lessor's Right To Cure Lessee's Default.	11
Section 10.3 Reimbursement of Lessor and Lessee.	12
ARTICLE XI DAMAGE OR DESTRUCTION.....	12
Section 11.1 Repair and Replacement of Structures and Improvements Following Damage....	12
ARTICLE XII MECHANIC’S LIENS	13
Section 12.1 Discharge of Mechanics' Liens.....	13
ARTICLE XIII LIEN FOR RENT AND OTHER CHARGES.....	13
Section 13.1 Lien for Rent.....	13
ARTICLE XIV DEFAULT PROVISIONS.....	13
Section 14.1 Events of Default.	13
Section 14.2 Assumption or Assignment of Lease to Bankruptcy Trustee.	14
Section 14.3 Remedies in Event of Default.....	14
Section 14.4 Waivers and Surrenders To Be In Writing.	16
ARTICLE XV LESSOR’S TITLE AND LIEN	16
Section 15.1 Lessor's Title and Lien Paramount.	16
Section 15.2 Lessee Not To Encumber Lessor's Interest.	16
ARTICLE XVI REMEDIES CUMULATIVE.....	16
Section 16.1 Remedies Cumulative.....	16
Section 16.2 Waiver of Remedies Not To Be Inferred.	16
Section 16.3 Right to Terminate Not Waived.	16
ARTICLE XVII SURRENDER AND HOLDING OVER	17
Section 17.1 Surrender at End of Term.	17
Section 17.2 Rights Upon Holding Over.....	17
ARTICLE XVIII MODIFICATION	17
Section 18.1 Modification.	17
ARTICLE XIX INVALIDITY OF PARTICULAR PROVISIONS.....	17
Section 19.1 Invalidity of Provisions.	17
ARTICLE XX APPLICABLE LAW AND VENUE	17
Section 20.1 Applicable Law.	17
ARTICLE XXI NOTICES.....	18
Section 21.1 Manner of Mailing Notices.	18
Section 21.2 Notice to Leasehold Mortgagee and Secured Parties.	18
Section 21.3 Sufficiency of Service.	18
Section 21.4 When Notice Deemed Given or Received.....	18

ARTICLE XXII MISCELLANEOUS PROVISIONS	18
Section 22.1 Captions.....	18
Section 22.2 Conditions and Covenants	18
Section 22.3 Entire Agreement.....	19
Section 22.4 Time of Essence as to Covenants of Lease.	19
ARTICLE XXIII COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES AND TO RUN WITH THE SUBJECT PROPERTY	19
Section 23.1 Covenants to Run with the Subject Property.....	19
ARTICLE XXIV ADDITIONAL GENERAL PROVISIONS	19
Section 24.1 Absence of Personal Liability.	19
Section 24.2 Lease Only Effective As Against Lessor Upon Assembly Approval.....	19
Section 24.3 Binding Effects and Attorneys Fees.	19
Section 24.4 Duplicate Originals.....	19
Section 24.5 Declaration of Termination.	20
Section 24.6 Authority.....	20
Section 24.7 Recordation.....	20

Exhibits

Exhibit A – Diagram of the area leased

Exhibit B – Revised Memorandum of Understanding Between SOA and CBS
Management Plan for SCIP (GPIP)

**LEASE AGREEMENT
BETWEEN
CITY AND BOROUGH OF SITKA
AND
NORTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC.**

PREAMBLE

This Lease Agreement (“Lease”) between City and Borough of Sitka and Northern Southeast Regional Aquaculture Association, Inc. is effective upon execution of the Lease by both Parties, City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 (“Sitka” or “Lessor”) and Northern Southeast Regional Aquaculture Association, Inc., 1308 Sawmill Creek Road, Sitka, Alaska 99835 (“NSRAA” or “Lessee”). This Lease consists of the Special Provisions, the General Provisions, and the attached Exhibit A and B. This Lease was recommended by the GPIIP Board of Directors on February 19, 2026. This Lease combines the NSRAA existing leases for Lots 2 and 3, set to terminate in May of 2026, into the newly created Block 4, Lot 1.

Exhibit A – Diagram of the area leased

Exhibit B – Revised Memorandum of Understanding Between SOA and CBS
Management Plan for SCIP (GPIIP)

SPECIAL PROVISIONS

ARTICLE I LEASE, TERM OF LEASE, AND TERMINATION OF LEASE

Section 1.1 Conveyance of Estate in Lease.

Lessor, for and in consideration of the Rents received and of the covenants and agreements made by Lessee, does lease to Lessee, and Lessee leases from Lessor, the “Subject Property” as shown on Exhibit A. Exhibit A shows Block 4, Lot 1, of the GPIIP, consisting of a 77,330 square foot parcel of raw land.

Section 1.2 Lease Term.

The Lease term is for ten (10) years and commences on August 1, 2026 and ends on July 31, 2036, unless sooner terminated or extended as provided in this Lease. The Lease term may be extended, based on the Option to Renew in Section 1.3.

Section 1.3 Option to Renew.

Provided there does not then exist a continuing material default by Lessee under this Lease at the time of exercise of this right or at commencement of any extended term, Lessee shall have the right to exercise the option for four (4) successive terms of ten (10) years upon the same terms and conditions as this Lease (except Section 1.2), with the Lease payments during the extension terms as described in Article II. This option is effective only if (a) Lessee makes a written request to exercise such an option not more than one year or less than six months from the end of the immediately preceding term; (b) Lessee is in compliance with all applicable laws; and (c) Lessee is not in default under this Lease. The option to renew must be approved by Lessor Assembly.

Section 1.4 Disposition of Improvements and Lessee's Personal Property Following Term of Lease.

With the exception of such improvements described in the next sentence, Lessee shall remove from the Subject Property any personal property or improvements constructed, installed, or deposited on the Subject Property at the termination of this Lease unless Lessee makes a separate written agreement with Lessor to do otherwise. Subject to the provisions of the next sentence, Lessee shall leave behind at no cost to Lessor improvements. Any improvements or personal property not removed after thirty (30) days have passed after termination of this Lease shall be deemed abandoned, and at Lessor's option, shall become the property of Lessor. Lessee shall repay to Lessor any costs of removing such improvements or personal property from the Subject Property if Lessor does not exercise such option. Subject to Lessor's obligations under Subsection 3.1 below, Lessee agrees to leave Subject Property in a neat and clean condition at the termination.

Section 1.5 Covenants to Perform.

This Lease is made upon the above and the following terms and conditions, each of which the Party bound by such covenants and conditions agrees to perform, irrespective of whether the particular provision is in the form of a covenant, an agreement, a condition, a direction, or otherwise, and each Party agrees to provide the other Party with documents or further assurances as may be required to carry out the expressed intentions.

ARTICLE II RENT**Section 2.1 Calculation & Method of Payment of Rent During the Term of the Lease.**

The first year of the Lease begins on the commencement date of this Lease set out in Article I. Each successive year of the Lease begins on the corresponding anniversary commencement date of the Lease. Notwithstanding any other provision of this Lease, on the term start date set out in Article I, Lessee shall pay Rent each month in advance on the first day of each and every month at a rate of \$1,000.00.

Section 2.2 Cost of Living Adjustment to Lease Rate Upon Exercise of Lease Renewal.

There is no CPI adjustment in the main lease term or subsequent terms. During any extension terms rent shall be calculated per Section 2.3.

Section 2.3 Calculation and Method of Payment of Rent During Successive Optional Ten-Year Renewal of the Lease.

If Lessee decides to exercise the option to renew a successive ten-year term under Section 1.3, Lessee must notify Lessor of this intent no less than six (6) months before the end of the current Term of the Lease. Lessor may commission a professional market appraisal of the Subject Property in its "as is" condition. The appraisal will not take into consideration improvements made to the property by Lessee, but may take into consideration improvements made by Lessor. Subject to the provision of the next sentence, Rent for each month of the successive ten-year term (also known as the Eleventh through Twentieth Years) shall be equal to one-twelfth of ten percent (10%) of the appraised value as determined by the appraisal described in this Section. Notwithstanding any other provision of this Lease, Rent for Lessee during the Eleventh and through Twentieth Years shall not increase by more than twenty percent (20%) per year over what Rent was during

the Fifth Year, if the appraisal described in this Section shows that Rent for the Sixth through Tenth Years should increase over Rent for the Fifth Year.

Section 2.4 Property Tax Responsibility.

Beginning January 1 following the effective date of this Lease and each calendar year after, Lessee will be responsible to pay Lessor property taxes for its possessory interest in the land to the extent taxable as determined by the Municipal Assessor.

ARTICLE III RESTRICTIONS UPON USE OF SUBJECT PROPERTY

Section 3.1 Lessee's Obligations as to Construction, Maintenance, Repair and Safety.

(a) Except as otherwise provided in this Lease, Lessee acknowledges the leasehold is in an "as is" condition. At the sole cost and expense of Lessee and in compliance with all legal requirements, Lessee may purchase, construct, develop, repair, transfer to the Subject Property, and/or maintain any improvements, personal property, fixtures, and other items on the Subject Property in a first-class manner using materials of good quality.

Lessor shall maintain the Subject Property. Lessor reserves the right to expand or modify the Subject Property. In that event, Lessor and Lessee will work together to complete such expansion or modification in a manner that minimizes disruption to Lessee's use of the Subject Property. Some anticipated disruptions could be interruption in utilities (e.g. power, water), and operational disturbances from noise, dust and other construction activities.

(b) Lessee acknowledges that Lessor has made no representation or warranty with respect to Lessee's ability to obtain any permit, license, or approval.

(c) Lessee shall also use the Subject Property and any improvements placed on the Subject Property only for lawful uses and as specified in the Lease and only for permitted and approved conditional uses subject to the Sitka General Code, Title 22. Any other use requires written approval from Lessor.

(d) Lessee shall confine its equipment, storage and operation to the Subject Property.

(e) Lessee shall not permit the accumulation of waste or refuse matter on the Subject Property, and Lessee shall not obstruct or permit the obstruction of the streets, sidewalks, access ways, or alleys adjoining the Subject Property, except as may be permitted by Lessor or other municipal authorities having jurisdiction. Lessee shall do all things necessary during the term of this Lease to remove any dangerous condition from time to time existing on the Subject Property as the result of the use by Lessee.

(f) Lessee may erect outdoor signage at its expense with the written permission of Lessor Building Official and the Public Works Director. The style, size and physical placement location of the sign will be approved on a case-by-case basis.

(g) Fire Protection – Lessee shall take all necessary precautions for the prevention of wildfires and shall be responsible for the suppression and bear the suppression costs of any and all

destructive or uncontrolled fires occurring within or without the Subject Property, resulting from any and all operations involved under the provisions of this Lease. Lessee shall comply with all laws, regulations and rules promulgated by the agency responsible for fire protection in the area.

(h) Lessee shall provide to Lessor certificate of abatement, or other proof as required, that all containments have been properly removed from building materials prior to commencement on any burn activities.

(i) Lessee shall be aware of and monitor for favorable weather conditions (i.e., offshore wind and high/ no cloud coverage) during permitted burn activities to ensure that all smoke and ash dissipates during and at conclusion of each daily burn. No burning shall be allowed during weather conditions of low cloud coverage and onshore winds.

(j) Lessee shall secure burn permit from Sitka Fire Department (SFD) and provide verbal notice to SFD and CBS Electric Department 24 hours prior to burn activities.

Section 3.2 Lessor's Approval of Certain Alterations or Improvements.

Lessee shall not make or permit to be made any alteration of, addition to, or change in, structures and improvements, nor demolish all or any part of the structures or improvements without the prior written consent of Lessor, which consent shall not be unreasonably withheld. The phrase "structures and improvements" in the previous sentence includes water and wastewater systems and electrical systems. In requesting consent, Lessee shall comply with all applicable laws and ordinances, and shall submit to the Lessor's Public Works Director, or his or her written designee, detailed plans and specifications of proposed work, an explanation of the needs and reasons for the work, and a plan of full payment of the costs of the work. Lessor shall notify Lessee of its approval or objections no later than thirty (30) days after receiving the information described in the previous sentence. In approving or objecting, Lessor shall be acting in its proprietary function and not its regulatory function, any such approval in this proprietary function does not relieve Lessee of any obligation to obey the law. Nothing in this Section shall be interpreted to prevent Lessee from removing at the termination of this Lease any improvements or personal property as described in Section 1.4.

Section 3.3 Rights of Access to Property

(a) Lessor reserves for itself and any public utility company the right to access the Subject Property at all reasonable times in a reasonable manner for the purposes of opening, inspecting, repairing, replacing, reconstructing, maintaining, or servicing the public utilities, if any, located on the Subject Property, as well as for the purposes of constructing or installing new public utilities. Lessor also reserves for itself and the Alaska Department of Environmental Conservation the right to access the Subject Property at all reasonable times in a reasonable manner for the purposes of regulation and enforcement of this Lease. Lessor also reserves for itself the right to access the Subject Property at all reasonable times in a reasonable manner for the purposes of (1) inspection of all work being performed in connection with the construction of improvements; (2) showing Subject Property or exhibiting Subject Property in connection with renting or leasing Subject Property in a matter that will not unreasonably interfere with Lessee's business; and (3) placing "For Sale" or "For Rent" signs on Subject Property. Lessee shall not charge for any of the access allowed in the situations described in this subsection.

(b) Lessee shall not construct any permanent improvements over or within the boundary lines of any easement for public utilities without receiving the written prior consent of Lessor and any applicable utility company.

(c) Lessee acknowledges that the Subject Property is or shall be subject to agreements for ingress and egress, utilities, parking, and maintenance. Lessee agrees that it shall comply with the terms of such cooperative agreements, in accordance with the terms of such agreements, those portions of such maintenance expenses that are attributable to the Subject Property, as more fully set forth therein.

Section 3.4 Additional Conditions of Lease.

Lessee recognizes and shall cause all beneficiaries of Lessee and all permitted successors in interest in or to any part of the Subject Property to recognize that:

(a) Lessee will cooperate with Lessor equipment and building maintenance contractor and will notify Lessor of any maintenance deficiencies or of any equipment failures that require maintenance or repair. Lessee will be provided with a 24-hour telephone number to notify Lessor of any event that requires immediate response by Lessor.

(b) Lease payments will be made in monthly installments in advance in cash or by check, bank draft or money order made available to the City and Borough of Sitka. Installments to be delivered or mailed to 100 Lincoln Street, Sitka, Alaska 99835, by or on the first day of each calendar month.

(c) Lease payments shall become delinquent if not paid within ten (10) days after the due date. Delinquent payments are subject to a late charge of \$25 and interest accrued from the due date at 12% per annum.

(d) The charges and fees paid by Lessee to Lessor must be separated according to Lessor's accounting standards.

(e) Lessor will only invoice if Lease payments are delinquent. Lessor will only invoice if failure to make Lease payment within thirty (30) days of the due date. Lessor, at its option, can terminate the Lease for Lessee's failure to make payment, and in accordance with this Lease.

(f) Lessee covenants and agrees that as it relates to use of the Subject Property, it will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of person in any manner prohibited by Federal, State or local laws or regulations promulgated under such laws, and Lessee further grants Lessor the right to take such action to enforce such covenant as it deems necessary or as it is directed pursuant to any Federal, State or local laws or regulations.

(g) Lessor may, upon at least ten (10) days prior written notice to Lessee, temporarily suspend the supply of water, wastewater service, the supply of electric power, the use of pipelines, or the use of the Improvements in order to perform routine maintenance and, in all events, subject to unavoidable delays. Such interruptions shall be of as short duration as necessary to perform such

maintenance, and Lessor shall not be responsible for any such costs or expenses as a result of suspending such utilities.

(h) Lessee shall timely pay the Lessor Fire Marshal or Building Inspector fees and other building permit fees and shall also timely file and pay all applicable property taxes and assessments. These include any Local Improvement District costs that may be assessed.

(i) Lessee shall be responsible for taking any measures that Lessee deems necessary to provide security for their property. Lessor is not responsible for theft or vandalism.

(j) Lessor sales tax applies to Rent. Sales tax rates, limits, exemptions, and exclusions are subject to change by Lessor Assembly.

(k) Lessee shall timely pay all other Lessor billings (i.e., electricity, business taxes, etc.).

(l) Failure of Lessee to file and pay such Lessor taxes, and pay utilities, assessment payments, and all other Lessor billings, may subject this Lease to be terminated.

(m) CBS and NSRAA shall individually and severally be liable under this Lease to comply with all of its provisions.

Section 3.5 Control of Rodents and Other Creatures on Subject Property.

Lessee shall take reasonable affirmative measures to ensure that its operations do not attract to Subject Property any of the following creatures: rodents, vermin, insects, eagles, crows, ravens, seagulls, mink, otters, or bears.

Section 3.6 Control of Emission of Odors from Subject Property.

(a) Lessee shall take all reasonable measures to control odors on the Subject Property, including keeping the Subject Property clean at all times, maintaining any odor control equipment in working condition and operating properly, and utilizing the best technology reasonably available for such control.

(b) In the event of persistent odor complaints, the Gary Paxton Industrial Park Board of Directors may require Lessee to take one or all of the following remedial actions at Lessee's expense:

- (i) Assure that the Subject Property is clean;
- (ii) Provide operation and maintenance records to the Board;
- (iii) Install odor control equipment; and
- (iv) Cease use of fish waste.

ARTICLE IV UTILITY SERVICES AND RATES

Section 4.1 Provision of Utility Services.

Lessee will pay for utilities, if available.

Section 4.2 Rates for Utility Services Provided by Lessor.

Utility rates charged by Lessor for utility services shall be those set forth in Sitka's Customer Service Policies and/or Sitka General Code. Lessee acknowledges the requirements of Section 9.4 as to utility lines. The Sitka Assembly may change utility rates from time to time by amending the Customer Service Policies and/or Sitka General Code.

Section 4.3 Lessee to Pay for Utility Services.

Lessee will pay, or cause to be paid, all proper charges for any of the following, if available: electricity and solid waste; sewer and water; and for all other public or private utility services, which shall be used by or supplied to the Subject Property at any time during the Term of this Lease. In the event that any charge, cost, or expense for any of the above-mentioned utility services or for any of the other above-mentioned services shall not be paid when due and payable, Lessor shall have the right, but shall not be obligated, to pay it, with the understanding that amounts paid by Lessor shall constitute additional Rent due and payable under this Lease, and shall be repaid to Lessor by Lessee immediately on rendition of a bill by Lessor. Interest at the highest rate allowable by law shall be added as a charge for unpaid utility bills paid by Lessor on behalf of Lessee. Lessor reserves the right to suspend utility services if Lessee does not pay for utility services. Failure to timely pay utility services may also result in Lessor terminating this Lease.

Section 4.4 Lessor Not Liable for Failure of Utilities or Building.

Except to the extent that any such failure, injury, or other casualty is due to Lessor's negligence or breach of any obligation under this Lease, Lessor shall not be liable for any failure of building roof, water supply, sewer, or electric current, or for any injury or damages to person or property caused by or resulting from any natural disaster, natural condition, gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain, or snows which may leak or flow from the street, sewer, or from any part of the building or the Subject Property, or leakage of gasoline or gas from pipes, appliances, sewer, or plumbing works or from any other place. Lessor shall not be held responsible or liable for any claim or action due to or arising from any suspension of operation, breakage, unavoidable accident or injury of any kind occurring to, or caused by the sewer mains by an act of God or Nature, beyond Lessor's control, or caused by the elements, strikes, riots, or a terrorist or terrorists.

Section 4.5. Requirement Regarding Potable Water Services.

All potable water services will be metered and protected by approved backflow prevention in accordance with Customer Service Policies and/or Sitka General Code.

ARTICLE V LIABILITY**Section 5.1 Limits on Lessor Liability.**

Lessee agrees to indemnify, defend, and hold harmless Lessor against and from any and all claims by or on behalf of any person, firm, or entity arising, other than due to acts or omissions of Lessor, from the conduct or management of or from any work or thing whatsoever done in or about the Subject Property and structures and improvements, including liability arising from products produced on the property. Lessee also agrees to indemnify, defend, and save Lessor harmless against and from any and all claims and damages arising, other than due to acts or omissions of Lessor, during the term of this Lease from: (a) any condition of the Subject Property or

improvements placed on it; (b) any breach or default on the part of Lessee regarding any act or duty to be performed by Lessee pursuant to the terms of this Lease; and (c) any act or negligence of Lessee or any of its agents, contractors, servants, employees or licensees, including, but not limited to damage to or destruction of the land or personal property on the land located within the GPIP due to the burn activities of the Lessee (e.g., damage to or destruction of fishing nets and/or construction materials). Lessee agrees to indemnify, defend, and hold harmless Lessor from and against all costs, counsel and legal fees, expenses, and liabilities incurred, other than due to acts or omissions of Lessor, in any claim or action or proceeding brought asserting claims of or asserting damages for any alleged act, negligence, omission, conduct, management, work, thing, breach, default, accident, injury, or damage described in the previous two sentences. The above agreements of indemnity are in addition to and not by way of limitation of any other covenants in this Lease to indemnify or compensate Lessor. The agreements of indemnity by Lessee do not apply to any claims of damage arising out of the failure of Lessor to perform acts or render services in its municipal capacity.

Section 5.2 Limits on Lessee Liability

Except to the extent of liabilities arising from Lessee's acts or omissions, Lessor indemnifies, defends, and holds Lessee harmless for liabilities to the extent that they were incurred by reason of conditions existing on the site as of the date of execution of this Lease or by reasons of Lessor's acts or omissions. Lessor also agrees to indemnify, defend, and save Lessee harmless against and from any and all claims and damages arising, other than due to acts or omissions of Lessee, during the term of this Lease from (a) any condition of the Subject Property or improvements placed on it; (b) any breach or default on the part of Lessor regarding any act or duty to be performed by Lessor pursuant to the terms of the Lease; and (c) any act or negligence of Lessor or any of its agents, contractors, servants, employees, or licensees. Lessor agrees to indemnify, defend, and save harmless Lessee from and against all costs, counsel and legal fees, expenses, and liabilities incurred, other than due to acts or omissions of Lessee, in any claim or action or proceeding brought asserting claims of or asserting damages for any alleged act, negligence, omission, conduct, management, work, thing, breach, default, accident, injury, or damage described in the previous two sentences. The above agreements are in addition to and not by way of limitation of any other covenants in this Lease to indemnify or compensate Lessee.

Section 5.3 Reimbursement of Costs of Obtaining Possession.

Each Party agrees to pay and to indemnify the other Party prevailing in any dispute under this Lease against, all costs and charges, including but not limited to, full reasonable counsel and legal fees lawfully and reasonably incurred in enforcing any provision of this Lease including obtaining possession of the Subject Property and establishing Lessor's title free and clear of this Lease upon expiration or earlier termination of this Lease.

GENERAL PROVISIONS

ARTICLE VI DEFINITIONS

Section 6.1 Defined Terms.

For the purposes of this Lease, the following words shall have the meanings attributed to them in this Section:

- (a) "Event of Default" means the occurrence of any action specified in Section 14.1.
- (b) "Imposition" means all of the taxes, assessments, fees, utility rates or charges, levies and other governmental charges, levied or assessed against the Subject Property; any part of the Subject Property, or any right or interest or any rent, taxes and income received, including sales taxes on rent.
- (c) "Improvements" or "improvements" means all buildings, structures and improvements of any nature now or in the future located upon the Subject Property, as well as all apparatus and equipment necessary for the complete and comfortable use, occupancy, enjoyment and operation of the Subject Property, including fittings, appliances, machinery, garage equipment, heating equipment, lighting equipment, cooling equipment, air conditioning and ventilating equipment, wiring, controls, communications equipment, plumbing, switchboards, antennae, floor coverings, refrigerating equipment, hot water heating and all other appliances and equipment; excepting only in each case articles of personal property appurtenances and fixtures (including trade fixtures) owned by Lessee, sublessees, or others, which can be removed without defacing or materially injuring the improvements remaining on the Subject Property, with the portion of the Subject Property from which such items are removed being returned to a condition at least as good as that existing on the date of this Lease.
- (d) "Personal Property" means tangible personal property owned or leased and used by Lessee or any sublessee of Lessee, in connection with and located upon the Subject Property.
- (e) "Premises" means the "Subject Property."
- (f) "Rent" means the lease rate, which is the amount Lessee periodically owes and is obligated to pay Lessor as lease payments under this Lease for the use of the Subject Property.
- (g) "Subject Property" is the area leased as shown on Exhibit A.
- (h) "Sublessee" means any sublessee, concessionaire, licensee, or occupant of space in or on the Subject Property holding by or through Lessee; the term "lease" shall mean any lease, license, concession or other agreement for the use and occupancy of any part of the Subject Property made by any Person holding by or through Lessee, which has been approved by Lessor Assembly.
- (i) "Term" means the period of time Lessee rents or leases the Subject Property from Lessor.

ARTICLE VII INSURANCE

Section 7.1 Insurance

- (a) Lessee shall have and maintain property damage and comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) for General Aggregate and One Million Dollars (\$1,000,000) for Single Limit, including leasehold improvements. Lessor shall be named as an additional insured. Additionally, Lessee shall have the statutory amount of any Worker's Compensation.

(b) All insurance policies shall name CBS as an Additional Insured. This requirement extends to all subcontractors and sublessees.

Section 7.2 Notification of Claim, Loss, or Adjustment

Lessee shall advise Lessor of any claim, loss, adjustment, or negotiations and settlements involving any loss on the Subject Property under all policies of the character described in Section 7.1.

Section 7.3 Waiver of Subrogation

The Party insured (or so required) releases the other Party from any liability the other Party may have on account of loss, cost, damage or expense to the extent of any amount recoverable by reason of insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account of the following circumstances: (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the Parties to this Lease, or anyone claiming under it in connection with the Subject Property or improvements; and (ii) the Party is then covered in whole or in part by insurance with respect to loss, cost, damage or expense or is required under this Lease to be insured. The release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate the insurance coverage or increase its cost. In the case of increased cost, the other Party shall have the right, within thirty (30) days following written notice, to pay the increased cost keeping the release and waiver in full force and effect. This requirement extends to all subcontractors and sublessees.

ARTICLE VIII RESTRICTIONS REGARDING ASSIGNMENT, LEASES, AND TRANSFERS OF SUBJECT PROPERTY

Section 8.1 Lessee Without Power to Assign, Lease, or Encumber Subject Property.

Lessee has no power without Lessor Municipal Administrator approval under this Lease to assign the Lease. Lessee has no power under this Lease to transfer the Subject Property. Lessee has no power to encumber Subject Property or pledge its interest in Subject Property as collateral for a loan or mortgage or allow any liens to be filed against the Subject Property. Any such actions under this section may cause termination of the Lease.

Section 8.2 Limitations on Subleases.

Lessee shall not sublease the Subject Property or any portion of it without the prior written approval of Lessor Municipal Administrator. All subleases entered into demising all or any part of the Improvements or the Subject Property shall be expressly subject and subordinate to this Lease. Lessor's consent to a sublease of the Subject Property shall not release Lessee from its obligations under the Lease. Lessor's consent to a sublease shall not be deemed to give any consent to any subsequent subletting.

ARTICLE IX USE AND PROTECTION OF THE SUBJECT PROPERTY

Section 9.1 Property As Is - Repairs.

Lessee acknowledges that it has examined the Subject Property and the present improvements including any public improvements presently located there, and knows the condition of them, and accepts them in their present condition without any representations or warranties of any kind or nature whatsoever by Lessor as to their condition or as to the use or occupancy which may be made

of them. Lessee assumes the sole responsibility for the condition of the improvements located on the Subject Property. The foregoing shall not be deemed to relieve Lessor of its general municipal obligations, or of its obligations under Section 3.1 above.

Section 9.2 Compliance with Laws.

Lessee shall throughout any term of this Lease, at Lessee's sole expense, promptly comply with all the laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and officers and all other legal requirements that may be applicable to the Subject Property and its use. Nothing in the foregoing sentence shall be deemed to relieve Lessee of its general obligations to Lessor in its municipal capacity.

Section 9.3 Notification of Lessor's Public Works Director of Discovery of Contamination.

Lessee shall promptly notify Lessor's Public Works Director within 24 hours if any contaminated soils or other contaminated materials that require special handling are encountered during construction or other activities.

Section 9.4 Use of Utility Lines.

Lessee shall connect or otherwise discharge to such utility lines as approved by the Lessor's Public Works Director and/or Electric Department, and shall obtain any permits and comply with any conditions specified by the Lessor's Public Works Director and/or Electric Department for such connections.

Section 9.5 Permits and Approvals for Activities.

Lessee shall be responsible for obtaining all necessary permits and approvals, including food processing, for its activities unless otherwise specifically allowed by Lessor. Not less than ten (10) days in advance of applying for permits to any public entity other than Lessor, Lessee shall provide copies of all permit applications and associated plans and specifications to Lessor's Public Works Director to facilitate review by departments of Lessor. Lessor is not obligated to comment on the permit applications and plans, and the result of any review by Lessor does not affect Lessee's obligation to comply with any applicable laws.

ARTICLE X LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS; REIMBURSEMENT OF LESSOR FOR AMOUNTS SO EXPENDED

Section 10.1 Performance of Lessee's Covenants To Pay Money.

Lessee covenants that if it shall at any time default resulting in the Lease being in a condition of default as described in Article XIV or shall fail to timely make any other payment (other than Rent), and the failure shall continue for ten (10) days after written notice to Lessee, then Lessor may, but shall not be obligated so to do, and without further notice to or demand upon Lessee and without releasing Lessee from any obligations of Lessee under this Lease, make any other payment in a manner and extent that Lessor may deem desirable.

Section 10.2 Lessor's Right To Cure Lessee's Default.

If there is a default involving the failure of Lessee to keep the Subject Property in good condition and repair in accordance with the provisions of this Lease, to make any necessary renewals or

replacements or to remove any dangerous condition in accordance with the requirements of this Lease or to take any other action required by the terms of this Lease, then Lessor shall have the right, but shall not be required, to make good any default of Lessee. Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of or to Lessee by reason of bringing materials, supplies and equipment into or through the building during the course of the work required to be done to make good such default. The obligations of Lessee under this Lease shall remain unaffected by such work, provided that Lessor uses reasonable care under the circumstances prevailing to avoid unnecessary inconvenience, annoyance, disturbance, loss of business, or other damage to Lessee.

Section 10.3 Reimbursement of Lessor and Lessee.

All sums advanced by Lessor pursuant to this Article and all necessary and incidental costs, expenses and attorney's fees in connection with the performance of any acts, together with interest at the highest rate of interest allowed by law from the date of the making of advancements, shall be promptly payable to Lessor by Lessee in the respective amounts so advanced. This reimbursement shall be made on demand, or at the option of Lessor, may be added to any Rent then due or becoming due under this Lease. Lessee covenants to pay the sum or sums with interest. Lessor shall have, in addition to any other right or remedies, the same rights and remedies in the event of the nonpayment by Lessee as in the case of default by Lessee in the payment of any installment of Rent.

Conversely, Lessee shall be entitled to receive from Lessor prompt payment or reimbursement on any sums due and owing from Lessor to Lessee, together with interest at the highest rate allowed by law. However, nothing contained in this Lease shall entitle Lessee to withhold any Rent due to Lessor or to offset or credit any sums against rent, except with respect to unpaid Rent due from Lessor to Lessee under any sublease of Subject Property.

ARTICLE XI DAMAGE OR DESTRUCTION

Section 11.1 Repair and Replacement of Structures and Improvements Following Damage.

(a) If the Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy and such destruction or injury could reasonably be repaired within ninety (90) days from the date of such damage or destruction, then Lessee shall not be entitled to surrender possession of the Premises, nor shall Lessee's liability to pay Rent under this Lease cease, without the mutual consent of the Parties. In case of any such destruction or injury, Lessor shall repair with all reasonable speed and shall complete such repairs within ninety (90) days from the date of such damage or destruction. If during such period Lessee shall be unable to use all or any portion of the Premises, a proportionate allowance shall be made to Lessee from Rent corresponding to the time during which and to the portion of the Premises of which Lessee shall be so deprived of the use.

(b) If such destruction or injury cannot reasonably be repaired within ninety (90) days from the date of such damage or destruction, Lessor shall notify Lessee within fifteen (15) days after the determination that restoration cannot be made in ninety (90) days. If Lessor elects not to repair or rebuild, this Lease shall be terminated. If Lessor elects to repair or rebuild, Lessor shall specify the time within which such repairs or reconstruction will be complete, and Lessee shall have the

option, to be exercised within thirty (30) days after the receipt of such notice, to elect either to terminate this Lease and further liability, or to extend the Term of this Lease by a period of time equivalent to the time from the happening of such destruction or injury until the Premises are restored to their former condition. In the event Lessee elects to extend the Term of this Lease, Lessor shall restore the Premises to their former condition within the time specified in the notice, and Lessee shall not be liable to pay Rent for the period from the time of such destruction or injury until the Premises are so restored to its former condition.

(c) In addition to all rights to cancel or terminate this Lease set forth in Subsections 11.1(a) and 11.1(b), if the Subject Property is destroyed or damaged during the last two (2) years of the renewal Term of this Lease or any extension or renewal to the extent of fifty per cent (50%) or more of the value of the Subject Property, then Lessor shall have the right to cancel and terminate this Lease as of the date of such damage or destruction by giving Lessee notice within ninety (90) days after the date of such damage or destruction.

ARTICLE XII MECHANIC'S LIENS

Section 12.1 Discharge of Mechanics' Liens.

Lessee shall neither suffer nor permit any mechanics' liens to be filed against the title to the Subject Property, nor against Lessee's interest in the Subject Property, nor against the improvements by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone having a right to possession of the Subject Property or Improvements as a result of an agreement with or the assent of Lessee. If any mechanics' lien shall be filed against the Subject Property, including the Improvements, Lessee shall cause it to be discharged of record within thirty (30) days after the date that Lessee has knowledge of its filing. Failure to comply may subject the Lease to be terminated.

ARTICLE XIII LIEN FOR RENT AND OTHER CHARGES

Section 13.1 Lien for Rent.

The whole amount of the Rent and each and every installment, and the amount of all taxes, assessments, utility payments, insurance premiums and other charges, fees and impositions paid by Lessor under the provisions of this Lease, and all costs, attorney's fees and other expenses which may be incurred by Lessor in enforcing the provisions of this Lease or on account of any delinquency of Lessee in carrying out any of the provisions of this Lease, shall be and they are declared to constitute a valid and prior lien against property of Lessee, except the Subject Property, and may be enforced by law and equitable remedies, including the appointment of a receiver.

ARTICLE XIV DEFAULT PROVISIONS

Section 14.1 Events of Default.

Each of the following events is defined as an "Event of Default":

(a) Failure of Lessee to pay any installment of Rent, or any other payments or deposits of money, or furnish receipts for deposits as required, when due and the continuance of the failure for a period of ten (10) days after notice in writing from Lessor to Lessee.

(b) Failure of Lessee to perform any of the other covenants, conditions and agreements under this Lease, including filing tax forms and/or payment of taxes, fees, utilities, and the continuance of failure for a period of thirty (30) days after Lessor's notice in writing. The notice shall specify the respects in which Lessor contends that Lessee has failed to perform any of the covenants, conditions and agreements. With respect to any default which cannot be cured within thirty (30) days, Lessee, or any person holding by, through or under Lessee, in good faith, promptly after receipt of written notice, shall have commenced and shall continue diligently and reasonably to prosecute all action necessary to cure the default within an additional sixty (60) days.

(c) The filing of an application by Lessee (the term, for this purpose, to include any approved transferee other than a sublessee of Lessee's interest in this Lease): (i) for a consent to the appointment of a receiver, trustee or liquidator of itself or all its assets; (ii) of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing of its inability to pay its debts as they come due; (iii) of a general assignment for the benefit of creditors; or (iv) of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a petition filed against it in any bankruptcy proceeding.

(d) The entry of an order, judgment or decree by any court of competent jurisdiction, adjudicating Lessee a bankrupt, or appointing a receiver, trustee or liquidator of it or of its assets, and this order, judgment or decree continuing unstayed and in effect for any period of sixty (60) consecutive days, or if this Lease is taken under a writ of execution.

Section 14.2 Assumption or Assignment of Lease to Bankruptcy Trustee.

In the event that this Lease is assumed by or assigned to a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978 (referred to as "Bankruptcy Code") (11 U.S.C. § 101 et seq.), and the trustee shall cure any default under this Lease and shall provide adequate assurances of future performance of this Lease as are required by the Bankruptcy Code (including but not limited to, the requirement of Code § 365(b)(1)) (referred to as "Adequate Assurances"), and if the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Code within the applicable time periods provided by the Bankruptcy Code, then this Lease shall be deemed rejected automatically and Lessor shall have the right immediately to possession of the Subject Property immediately and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach or termination of this Lease.

Section 14.3 Remedies in Event of Default.

Lessor may treat any one or more of the Events of Default as a breach of this Lease. At its option, by serving written notice on Lessee and each Secured Party and Leasehold Mortgagee of whom Lessor has notice (such notice not to be effective unless served on each such person) of the Event of Default, Lessor shall have, in addition to other remedies provided by law, one or more of the following remedies:

(a) Lessor may terminate this Lease. In such an event, Lessor may repossess the entire Subject Property and Improvements, and be entitled also to recover as damages a sum of money equal to the value as of the date of termination of this Lease, of the Rent due from Lessee for the balance of the stated term of this Lease, and any other sum of money and damages due under the terms of

this Lease to Lessor. Any personal property not removed after such termination shall be addressed as provided for in Section 1.4 above.

(b) Lessor may terminate Lessee's right of possession and may repossess the entire Subject Property and Improvements by forcible entry and detainer suit or otherwise, without demand or notice of any kind to Lessee (except as above expressly provided for) and without terminating this Lease. In such event, Lessor may, but shall be under no obligation to do so, relet all or any part of the Subject Property for rent and upon terms as shall be satisfactory in the judgment reasonably exercised by Lessor (including the right to relet the Subject Property for a term greater or lesser than that remaining under the stated term of this Lease). For the purpose of reletting, Lessor may make any repairs, changes, alterations or additions in or to the Subject Property and Improvements that may be reasonably necessary or convenient in Lessor's judgment reasonably exercised. If Lessor shall be unable, after a reasonable effort to do so, to relet the Subject Property, or if the Subject Property and building are relet and a sufficient sum shall not be realized from reletting after paying all of the costs and expenses of repairs, change, alterations and additions and the expense of reletting and the collection of the Rent accruing from it, to satisfy the Rent above provided to be paid, then Lessee shall pay to Lessor as damages a sum equal to the amount of the Rent reserved in this Lease for the period or periods as and when payable pursuant to this Lease. If the Subject Property or any part of it has been relet, Lessee shall satisfy and pay any deficiency upon demand from time to time. Lessee acknowledges that Lessor may file suit to recover any sums falling due under the terms of this section from time to time, and that any suit or recovery of any portion due Lessee shall be no defense to any subsequent action brought for any amount not reduced to judgment in favor of Lessor. Any personal property not removed after such termination shall be addressed as provided for in Section 1.4 above.

(c) In the event of any breach or threatened breach by Lessee of any of the terms, covenants, agreements, provisions or conditions in this Lease, Lessor shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as through reentry, summary proceedings, and other remedies not specifically provided for in this Lease.

(d) Upon the termination of this Lease, or upon the termination of Lessee's right of possession, whether by lapse of time or at the option of Lessor, Lessee will at once surrender possession of the Subject Property and dispose of personal property and Improvements as described in Section 1.4. If possession is not immediately surrendered, Lessor may reenter the Subject Property and Improvements and repossess itself of it as of its former estate and remove all persons and their personal property, without being deemed guilty of any manner of trespass or forcible entry or detainer. Lessor may at its option seek expedited consideration to obtain possession if Lessor determines that the Lease has terminated as described in the first sentence of this paragraph, and Lessee agrees not to oppose such expedited consideration.

(e) In the event that Lessee shall fail to make any payment required to be made provided for in this Lease or defaults in the performance of any other covenant or agreement which Lessee is required to perform under this Lease during the period when work provided for in this Lease shall be in process or shall be required by the terms of this Lease to commence, Lessor may treat the default as a breach of this Lease and, in addition to the rights and remedies provided in this Article,

but subject to the requirements of service of notice pursuant to this Lease, Lessor shall have the right to carry out or complete the work on behalf of Lessee without terminating this Lease.

Section 14.4 Waivers and Surrenders To Be In Writing.

No covenant or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver be in writing, signed by Lessor, or Lessor's agent duly authorized in writing and shall apply only with respect to the particular act or matter to which the consent is given. It shall not relieve Lessee from the obligation, wherever required under this Lease, to obtain the consent of Lessor to any other act or matter.

ARTICLE XV LESSOR'S TITLE AND LIEN

Section 15.1 Lessor's Title and Lien Paramount.

Lessor will hold title to the Subject Property.

Section 15.2 Lessee Not To Encumber Lessor's Interest.

Lessee shall have no right or power to and shall not in any way encumber the title of Lessor regarding the Subject Property. The fee-simple estate of Lessor in the Subject Property shall not be in any way subject to any claim by way of lien or otherwise, whether claimed by operation of law or by virtue of any express or implied lease or contract or other instrument made by Lessee. Lessee's interest in the Improvements shall in all respects be subject to the paramount rights of Lessor in the Subject Property.

ARTICLE XVI REMEDIES CUMULATIVE

Section 16.1 Remedies Cumulative.

No remedy conferred upon or reserved to Lessor shall be considered exclusive of any other remedy, but shall be cumulative and shall be in addition to every other remedy given under this Lease or existing at law or in equity or by statute. Every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by Lessor. No delay or omission of Lessor to exercise any right or power arising from any default shall impair any right or power, nor shall it be construed to be a waiver of any default or any acquiescence in it.

Section 16.2 Waiver of Remedies Not To Be Inferred.

No waiver of any breach of any of the covenants or conditions of this Lease shall be construed to be a waiver of any other breach or to be a waiver of, acquiescence in, or consent to any further or succeeding breach of it or similar covenant or condition.

Section 16.3 Right to Terminate Not Waived.

Neither the rights given to receive, sue for or distrain from any Rent, moneys or other payments, or to enforce any of the terms of this Lease, or to prevent the breach or nonobservance of it, nor the exercise of any right or of any other right or remedy shall in any way impair or toll the right or power of Lessor to declare ended the term granted and to terminate this Lease because of any event of default.

ARTICLE XVII SURRENDER AND HOLDING OVER

Section 17.1 Surrender at End of Term.

On the last day of the Term, Lessee shall peaceably and quietly leave, surrender and deliver the entire Subject Property to Lessor, subject to the provisions of Section 1.4, in good repair, order, and condition, reasonable use, wear and tear excepted, free and clear of any and all mortgages, liens, encumbrances, and claims. At the time of the surrender, Lessee shall also surrender any and all security deposits and rent advances of Sublessees to the extent of any amounts owing from Lessee to Lessor. If the Subject Property is not so surrendered, Lessee shall repay Lessor for all expenses which Lessor shall incur by reason of it, and in addition, Lessee shall indemnify, defend and hold harmless Lessor from and against all claims made by any succeeding Lessee against Lessor, founded upon delay occasioned by the failure of Lessee to surrender the Subject Property.

Section 17.2 Rights Upon Holding Over.

At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up immediately possession of the Subject Property to Lessor and failing to do so agrees at the option of Lessor, to pay to Lessor for the whole time such possession is withheld, a sum per day equal to one hundred and seventy-five percent (175%) times 1/30th of the aggregate of the Rent paid or payable to Lessor during the last month of the term of the Lease. The provisions of this Article shall not be held to be a waiver by Lessor of any right or reentry as set forth in this Lease, nor shall the receipt of a sum, or any other act in apparent affirmance of the tenancy, operate as a waiver of the right to terminate this Lease and the Term granted for the period still unexpired for any breach of Lessee under this Lease.

ARTICLE XVIII MODIFICATION

Section 18.1 Modification.

None of the covenants, terms or conditions of this Lease to be kept and performed by either Party to this Lease shall in any manner be waived, modified, changed or abandoned except by a written instrument duly signed, acknowledged, and delivered by both Lessor and Lessee.

ARTICLE XIX INVALIDITY OF PARTICULAR PROVISIONS

Section 19.1 Invalidity of Provisions.

If any provision of this Lease or the application of it to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XX APPLICABLE LAW AND VENUE

Section 20.1 Applicable Law.

This Lease shall be construed and enforced in accordance with the laws of the State of Alaska. The forum and venue for any action seeking to interpret, construe, or enforce this Lease shall be only in the Superior Court for the State of Alaska at Sitka, Alaska.

ARTICLE XXI NOTICES

Section 21.1 Manner of Mailing Notices.

In every case where under any of the provisions of this Lease or otherwise it shall or may become necessary or desirable to make or give any declaration or notice of any kind to Lessor or Lessee, it shall be sufficient if a copy of any declaration or notice is sent by United States Postal Service, postage prepaid, return receipt requested, addressed: If to Lessor at: Municipal Administrator, City and Borough of Sitka, of 100 Lincoln Street, Sitka, Alaska 99835, with a copy to: Municipal Clerk at address listed above; and if to Lessee, at: the address set out in the Preamble. Each party from time to time may change its address for purposes of receiving declarations or notices by giving written notice of the changed address, to become effective seven (7) days following the giving of notice.

Section 21.2 Notice to Leasehold Mortgagee and Secured Parties.

Lessor shall provide each Leasehold Mortgagee and Secured Party, who has so requested, copies of all notices from Lessor to Lessee relating to existing or potential default under, or other noncompliance with the terms of this Lease. All notices, demands or requests which may be required to be given by Lessor or Lessee to any Leasehold Mortgagee and Secured Parties shall be sent in writing, by United States Postal Service, registered or certified mail or express mail, postage prepaid, addressed to the Leasehold Mortgagee at a place as the Leasehold Mortgagee may from time to time designate in a written notice to Lessor and Lessee.

Section 21.3 Sufficiency of Service.

Service of any demand or notice as in this Article provided shall be sufficient for all purposes.

Section 21.4 When Notice Deemed Given or Received.

Whenever a notice is required by this Lease to be given by any Party to the other Party or by any Party to a Leasehold Mortgagee, the notice shall be considered as having been given when a registered or certified notice is placed in the United States Post Office mail as provided by this Article. It shall be deemed received on the third business day thereafter. For all purposes under this Lease of starting any time period after notice, the time period shall be conclusively deemed to have commenced three (3) business days after the giving of notice, whether or not it is provided that a time period commences after notice is given or after notice is received.

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section 22.1 Captions.

The captions of this Lease and the index preceding it are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

Section 22.2 Conditions and Covenants.

All the provisions of this Lease shall be deemed and construed to be "conditions" as well as "covenants," as though the words specifically expressing or importing covenants and conditions were used in each separate provision.

Section 22.3 Entire Agreement.

This Lease contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors or assigns in interest.

Section 22.4 Time of Essence as to Covenants of Lease.

Time is of the essence as to the covenants in this Lease.

ARTICLE XXIII COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES AND TO RUN WITH THE SUBJECT PROPERTY**Section 23.1 Covenants to Run with the Subject Property.**

All covenants, agreements, conditions and undertakings in this Lease shall extend and inure to the benefit of and be binding upon the successors and assigns of each of the Parties, the same as if they were in every case named and expressed, and they shall be construed as covenants running with the Subject Property. Wherever in this Lease reference is made to any of the Parties, it shall be held to include and apply to, wherever applicable, also the officers, directors, successors and assigns of each Party, the same as if in each and every case so expressed.

ARTICLE XXIV ADDITIONAL GENERAL PROVISIONS**Section 24.1 Absence of Personal Liability.**

No member, official, or employee of Lessor shall be personally liable to Lessee, its successors and assigns, or anyone claiming by, through or under Lessee or any successor in interest to the Subject Property, in the event of any default or breach by Lessor or for any amount which may become due to Lessee, its successors and assigns, or any successor in interest to the Subject Property, or on any obligation under the terms of this Lease. No member, official, or employee of Lessee shall be personally liable to Lessor, its successors and assigns, or anyone claiming by, through, or under Lessor or any successor in interest to the Subject Property, in the event of any default or breach by Lessee or for any amount which become due to Lessor, its successors and assigns, or any successor in interest to the Subject Property, or on any obligation under the terms of this Lease.

Section 24.2 Lease Only Effective As Against Lessor Upon Assembly Approval.

This Lease is effective as against Lessor only upon the approval of such Lease by the Sitka Assembly.

Section 24.3 Binding Effects and Attorneys Fees.

This Lease shall be binding up and inure to the benefit of the respective successors and assigns of the Parties hereto. In the event of litigation over this Lease, the Parties agree that the prevailing party shall receive full reasonable attorney's fees.

Section 24.4 Duplicate Originals.

This Lease may be executed in any number of copies, each of which shall constitute an original of this Lease. The warranties, representations, agreements and undertakings shall not be deemed to have been made for the benefit of any person or entity, other than the Parties.

Section 24.5 Declaration of Termination.

With respect to Lessor's rights to obtain possession of the Subject Property or to revest title in itself with respect to the leasehold estate of Lessee in the Subject Property, Lessor shall have the right to institute such actions or proceedings as it may deem desirable to effectuate its rights including, without limitation, the right to execute and record or file with the Recorder of the Sitka Recording District, a written declaration of the termination of all rights and title of Lessee in the Subject Property, and the revesting of any title in Lessor as specifically provided in this Lease.

Section 24.6 Authority.

Lessor and Lessee represent to each other that each has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Lease and perform its obligations. Both parties also represent that this Lease has been duly executed and delivered by each and constitutes a valid and binding obligation of each enforceable in accordance with its terms, conditions, and provisions.

Section 24.7 Recordation.

The parties agree that the Lease will be not be recorded. At the request of either party, the parties shall execute a memorandum of the Lease for recording purposes in lieu of recording this Lease in such form as many be satisfactory to the parties or their respective attorneys. Each party shall bear their own related expenses, including attorney fees. Lessor shall pay for all recording fees.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

CITY AND BOROUGH OF SITKA

Date

By: John Leach
Its: Municipal Administrator

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, an Alaska home rule municipality, on behalf of the municipality.

Notary Public in and for the State of Alaska
My commission expires: _____

**NORTHERN SOUTHEAST REGIONAL
AQUACULTURE ASSOCIATION, INC.**

Date

By: Scott Wagner
Its: General Manager

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Scott Wagner, General Manager of NORTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC., an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public in and for the State of Alaska
My commission expires: _____

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT WE HEREBY ADAPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

Noted

ORDER _____
(SIGNATURE)
CITY AND BOROUGH
OF SITKA

US OF AMERICA
STATE OF ALASKA
CITY & BOROUGH OF SITKA

THIS IS TO CERTIFY THAT ON THIS 5th DAY OF February A.D. 1963, BEFORE ME,
THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALASKA, DO
HEREBY CERTIFY THAT JOHN A. SINGH PERSONALLY KNOWN TO ME,
TO BE KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO ENJOYED THE SAME
VITALITY AND LEGAL RIGHTS AS THE ABOVE MENTIONED PERSON OR PERSONS.
WITNESS MY HAND AND NOTARY SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST
WRITTEN.

JOHN A. SINGH

COMMISSION EXPIRES June 17, 1963.

NOTARY PUBLIC
STATE OF ALASKA
MY COMMISSION
EXPIRES June 17, 1963

CERTIFICATE STATE OF ALASKA
(FIRST JUDICIAL DISTRICT)

[illegible]

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA PLATTING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY PLAT RECORDATION NO. 182-06 DATED July 20 2024 AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, SITKA, ALASKA.

DATE 2-14-23 at CHAIRMAN, PLATING BOARD
SECRETARY James D. [Signature]

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA, ALASKA, AS RECORDED IN MINUTE BOOK _____ PAGE _____ DATED _____ 20____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, CLERK OFFICED RECORDER, SITKA, ALASKA.

CTC

DATE 2/13/23 TITULAR

2/18/51

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND FINANCE DIRECTOR FOR THE CITY & BOROUGH OF STINKA, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE CITY & BOROUGH OF STINKA, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE RECORDS IN THE Name of: City and Borough of Stinka

ALL OWNERS OF RECORDED, AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, OF SAID LANDS ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF STINKA ARE PAID IN FULL.

DATED THIS 10th DAY OF February,
20 23, AT SITKA, ALASKA.

FINANCE DIRECTOR
CITY & BOROUGH OF SITKA

 **NORTH 57***
LAND SURVEYING LLC

3007 747-6700 215-F SMITH STREET, SITKA, AK
10800 GLACIER HWY, SUITE 224 1/2, JINEAU, AK
MAILING ADDRESS - 2007 CASCADE CREEK ROAD, SITKA, AK 99835
MAIL: northsitkaenduser@nfs.fed.us

[illegible]

DESIGNED BY: DINELL _____
DRAWN BY: SD/ACAD _____
CHECKED BY: _____
DATE OF PLAT: AUGUST 08, 2002 ■ 1537/06
SCALE: 1" = 30' _____
DRAWING NAME: 40269-05 _____
PROJECT NO: 40269-05

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE
 STATE OF ALASKA, AND THAT IN MARCH 2022 A SURVEY OF THE
 HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION
 AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE
 RESULTS OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER
 DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.

DATE May 8, 2022

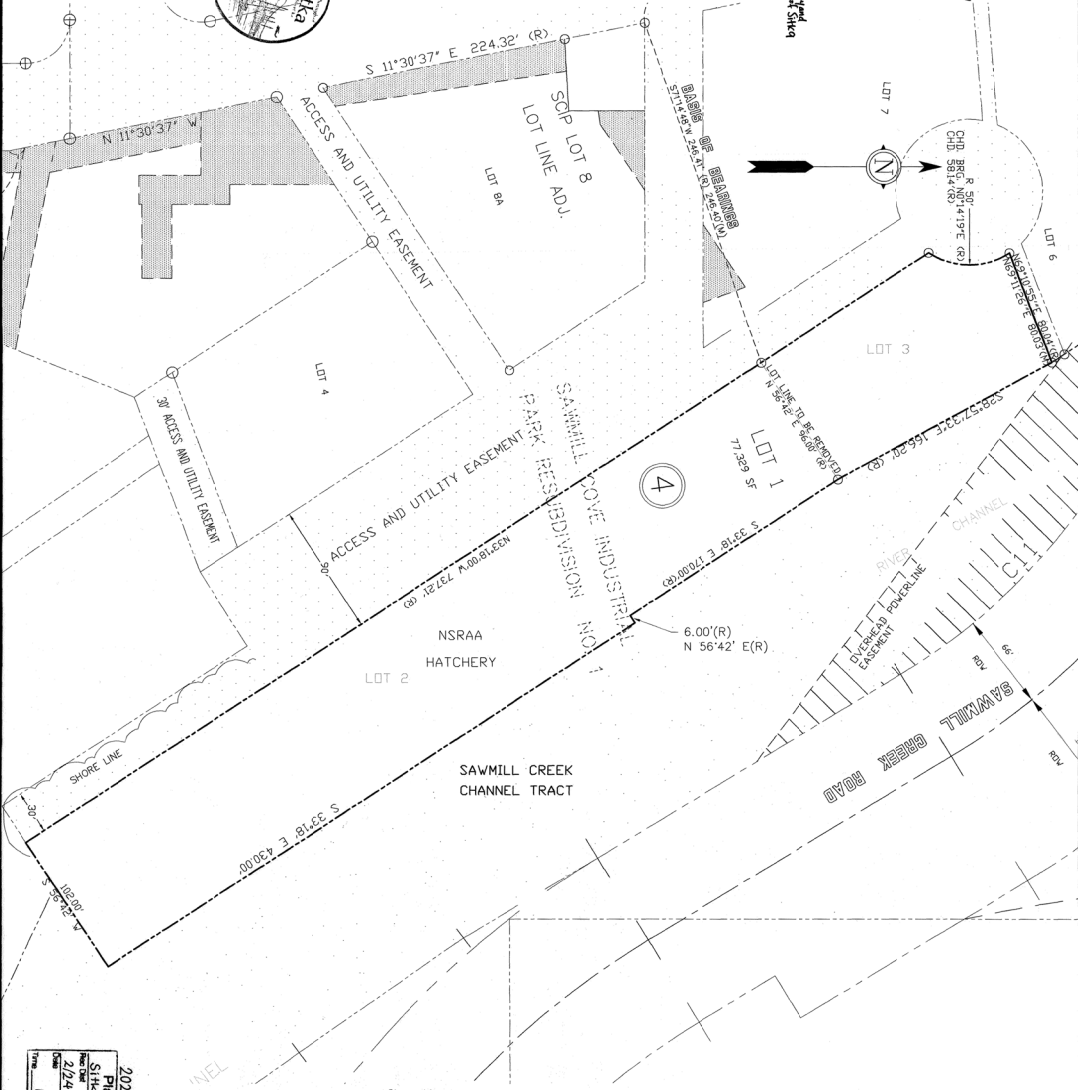
SURVEYOR'S CERTIFICATE

ESB
 FIELD BOOK

LS 13261

HATCHERY SUBDIVISION
LOTS 2 AND 3, SAWMILL COVE INDUSTRIAL
PARK RESUBDIVISION NO. 1
CLIENT: NS84A

SHEET 1 OF 1



LEGEND

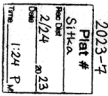
- ☒ PRIMARY CONTROL MONUMENT (RECOVERED)
- ☐ REBAR AND ALUMINUM CAP (RECOVERED)
- ☐ REBAR AND ALUMINUM CAP (SET)
- ☐ RECORDED DATA
- ☐ COMPUTED DATA
- ☐ MEASURED DATA

NOTES

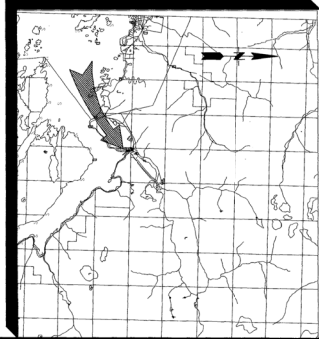
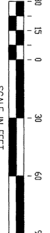
D) THE PARCELS OF THE PLAT IS TO ENJOY THE RIGHT OF LAKE RECREATION AND FISHING IN COMMON WITH ALL OTHERS WHOSE LOTS ARE SERVED BY ONE OR MORE OF THE PLOTS OF THE SAMMILL CONVE INDUSTRIAL PARK RESUBDIVISION NO. 1, CREATIVE ONE, LACED LOT.

E) AS PER THE SAMMILL CONVE INDUSTRIAL PARK RESUBDIVISION NO. 1 PLAT (2008-27), LOTS WITHIN BLOCK 4 MAY BE SURROUND ON ONE OR SEVERAL SIDES BY COMMON USE ACCESS AND UTILITY, OR COMMON USE UTILITY ONLY, EASEMENTS (COORDINATES). THE AREAS OF THESE LOTS WHICH ARE NOT BOUND BY SUCH EASEMENTS SHALL REMAIN UNDER THE OWNERSHIP WILL BE RETAINED BY THE CITY AND DEPARTMENT OF STREETS. THE MANUFACTURER RESERVES THE RIGHT TO MODIFY LOT LINES AND/OR PORTION THEREOF FOR THE PURPOSES OF PROVIDING A COMMON USE ACCESS AND UTILITY EASEMENT TO THE ADJACENT LOTS IN THE SAMMILL CONVE INDUSTRIAL PARK RESUBDIVISION NO. 1, CREATIVE ONE, LACED LOT.

F) AS LONG AS ALL LOTS CONTINUE TO BE SERVED BY THE COMMON USE EASEMENTS,



SCALE IN FEET

VICINITY MAP

**REVISED Memorandum of Understanding
Between the State of Alaska and the City and Borough of Sitka
Management Plan for Sawmill Cove Industrial Park
(Former APC Mill Site)
May 28, 2014**

This revised Memorandum of Understanding (MOU) "Management Plan" is made between the State of Alaska (State) and the City and Borough of Sitka (CBS) to set forth measures for implementing recorded institutional controls and other long-term responsibilities for management of the former Alaska Pulp Corporation property located at what is now known as the Sawmill Cove Industrial Park. This revised MOU supersedes the April 28, 1999 MOU signed by Commissioner Michele Brown and Sitka Mayor Stan Filler.

This Management Plan describes how CBS and the State will work together to implement the recorded institutional controls and site management activities for the uplands area and navigation and dredging.

Introduction

From approximately 1995-1999, the State required intensive studies of the environmental conditions of the property and the larger areas affected by the operation of the former APC pulp mill (the Upland and Bay Operable Unit study areas) in consultation with the Sitka Tribe of Alaska, other agencies, and the public. This revised Management Plan specifies the remaining work to be done under a 1999 prospective purchaser agreement between the State and CBS for the former APC pulp mill property. The PFA limits CBS liability for existing contamination associated with the property in exchange for this work.

Uplands – Land Use, Future Construction Activities, and Management of Contaminated Soils or Other Contaminated Media

Restrictive Covenants – Two of the four restrictive covenants recorded by APC in 1997 were rescinded in 2005 to allow for unrestricted land use at the former developed mill site (AK Tidelands Patent No. 20 and U.S. Survey No. 2797). Two covenants remain in effect. Restrictive Covenant Sitka Plat 81-40 comprises 12.522 acres at Herring Cove. Restrictive Covenant U.S. Patent No. 1213671 comprises 143.87 acres adjacent to the former developed mill site. The remaining two restrictive covenants are effective until July 11, 2097, or until dioxins and furans are shown not to be present in concentrations exceeding site-specific, risk-based residential cleanup levels. The restrictive covenants disallow human habitation, schooling of children, hospital care, child care or any purpose necessitating around-the-clock residency by humans. Of its own accord or if requested by CBS, DEC will review information showing that these restrictions may be modified or lifted.

Reporting – If contaminated soils or other media that require special handling are encountered during construction activities, CBS or its tenants or contractors working on the Sawmill Cove Industrial Park property will promptly notify DEC's Contaminated Sites Program, Juneau office, and the CBS Public Works Director. These obligations exist in addition to any other notifications required by law. The Public Works Director or designee, who may be a qualified contractor, shall serve as the project manager for managing the material or taking any remedial actions.

**REVISED Memorandum of Understanding
Between the State of Alaska and the City and Borough of Sitka
Management Plan for Sawmill Cove Industrial Park
(Former APC Mill Site)**

May 28, 2014

Site Management – The Public Works Director or designee will require the testing and proper treatment or disposal in accordance with applicable law and DEC regulations and guidance on the management of contaminated soils or other contaminated media. The Public Works Director or designee will promptly report the actions to be taken to DEC as required by applicable law.

DEC Approvals – DEC will process any approvals necessary for addressing existing contamination as part of the implementation of the amended Record of Decision and its institutional controls under applicable regulations and not as enforcement actions.

Sawmill Cove – Future Construction Activities and Vessel Management

Definitions:

1. **Area of Concern** – The Area of Concern (AOC) is an area in west Sawmill Cove approximately 100 acres in size. The boundary of the AOC begins approximately 2000 lineal feet southwest of outfall 001, extends 500 feet offshore along a southeast line, and follows a rough arc through western Sawmill Cove back to the shoreline approximately 1200 lineal feet north of outfall 001.
2. **No Disturbance Zone** – A No Disturbance Zone (NDZ) has been established within the AOC. The purposes of the NDZ are to minimize re-suspension of pulp residue and to ensure that no activity occurs that may compromise the ability of the area to achieve the natural recovery ecological management goals within the stated time frame. The NDZ is an area of tidal and submerged lands and overlying seas within the Area of Concern where toxicity is greatest and pulp residue thickest. The area encompasses approximately 6 acres of tidal and submerged lands extending to the southwest immediately offshore of outfall 001. The area is bounded by a perimeter that begins at a shoreward point 50' from the south end of the former pulp dock; extends approximately 425' into Sawmill Cove along a southeast line to the intersection of the – 100 foot contour; turns southwest for approximately 375' to the intersection of the – 120 foot contour; and turns due west for approximately 375' to a point shoreward.
3. **Navigational Corridor** – The Navigational Corridor is an area of tidal and submerged lands and overlying seas in the AOC bounded by a perimeter that begins at a shoreward point fifty feet (50') from the south end of the former pulp dock; parallels the end of the dock out to the minus sixty foot (–60') contour interval; follows the minus sixty foot (–60') contour to the north end of the Area of Concern boundary, and swings shoreward along the AOC boundary line.

Navigational Dredging - Navigational dredging on the west side of Sawmill Cove in the AOC should be limited to the Navigational Corridor unless extenuating circumstances prevail. Navigational dredging within the AOC does not include blasting of the outcrop of native rocky material in front of the former pulp dock that follows the depth contours to the southeast.

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(Former APC Mill Site)**

May 28, 2014

Dredging actions that occur outside of the Navigation Corridor should be limited in scope and ancillary to in-water construction.

Dock Use and Future Expansion – Existing docks can be used as-is without any further regulatory action, subject only to berthing and dock expansion alternatives identified in the *Decision Framework for Managing Navigation in Sawmill Cove* (Exhibit 7, 1999 MOU). These alternatives are consistent with the remedy (natural recovery) and may be implemented through the normal permit process. Other berthing options are not necessarily precluded, but if proposed, they would have to be evaluated in the future for consistency with the remedy.

In-Water Construction – In-water construction in the AOC is allowed with appropriate precautions and best management practices, incorporated through the permitting process, to minimize disturbance or re-suspension of sediments. In-water construction in the AOC may include pilings, dolphins, docks, bulkheads, moorage and navigation aids, and other structures.

Vessel Management – Vessels are permitted to drop anchor in the AOC, excluding the NDZ and a 100' corridor designed to protect the wastewater discharge pipe that extends beyond the AOC. New single point mooring systems and navigation aids may be established, as needed. The NDZ boundaries and the pipeline corridor are depicted on the CBS Geographic Information System, viewable on-line at <http://www.cityofsitka.com/government/departments/planning/index.html>, and on NOAA charts.

Approaching or departing vessels may traverse the NDZ as long as precautionary measures are taken to minimize disturbance of bottom sediments. To the extent that it is safe and practicable, the following standard operating procedures should be followed by personnel maneuvering approaching or departing vessels in the vicinity of the No Disturbance Zone:

- Approach the dock at as high an angle as possible.
- Minimize the use of the main propulsion system, thrusters, and tugs when over or near the NDZ or buffer zone.
- Use as low a "bell" (such as "dead slow" or the slowest revolutions per minute ordered) when berthing.

Dredging, expansion of moorage, and in-water construction are prohibited in the NDZ, except that CBS may repair, maintain, or remove existing facilities using best management practices to minimize disturbances with approval by DEC prior to the work.

The Sawmill Cove Industrial Park manager will provide each landowner and tenant with a signed copy of the revised Management Plan. The plan must be filed with the Sitka Recorder's Office for each affected parcel. DEC's Institutional Controls Unit, at DEC.ICUNIT@alaska.gov must be notified of each filing and furnished with a copy of the Notice of Restricted Area in Sawmill Cove.

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**Larry Hartig, Commissioner
Department of Environmental Conservation**

Date May 28, 2014



**Mimi McConnell, Mayor
City and Borough of Sitka**

**6/4/14
Date**