



Document Title: Tidelands Lease Agreement

Grantor: City and Borough of Sitka

Grantee: Wade and Gretchen Parrish

Recording District: Sitka Recording District

Property Description: 0.04 acres of Alaska Tideland Survey No. 1160

After Recording Return to: Clerks Office - City and Borough of Sitka  
100 Lincoln Street  
Sitka, AK 99835

**THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.**

**DO NOT DETACH**

**WADE AND GRETCHEN PARRISH  
TIDELANDS LEASE AGREEMENT**

The City and Borough of Sitka ("CBS" or "Lessor") and Wade and Gretchen Parrish ("Parrish" or "Lessee"), collectively referred to as the "Parties," enter into this Tidelands Lease Agreement ("Lease"), based on the terms and conditions set out in this "Lease," and as approved by the City and Borough of Sitka Assembly in Ordinance 2013-45, effective December 24, 2013.

**WHEREAS**, the Lessor is the owner of certain tidelands within protracted Section 16, Township 55 South, Range 63 East, Copper River Meridian in Sitka, Alaska, comprising of approximately 0.04 acres in Alaska Tidelands Survey No. 1160, and graphically represented on the copy of the attached Exhibit A, hereafter referred to as the "Subject Property;" and

**WHEREAS**, the Assembly determines that the criteria in Sitka General Code 18.16.130 Preference Rights and Nonpreference Rights do not apply since the City and Borough of Sitka is the upland owner.

**NOW THEREFORE**, based on the consideration set out below, the Lessor and Lessee agree to the following terms and conditions:

1. Lessor leases to the Lessee, for a term of approximately thirty (30) years, expiring December 31, 2043, the Subject Property described as:

Alaska Tidelands Survey No. 1160, located within protracted Section 16, Township 55 South, Range 63 East, Copper River Meridian, according to the plat filed in the Sitka Recording District on October 26, 1982 as Plat 82-52 containing 0.04 acres, more or less.

2. Lessee, in consideration of this Lease, agrees as follows:

- a. Lease payments shall be made annually to Lessor. The annual lease payments shall be \$751.28 per year, which is the equivalent of 4.5% of the value of the Subject Property, which is valued at \$16,695.00. All subsequent annual lease payments shall be subject to adjustment in accordance with Sitka General Code ("SGC") Section 18.16.210, and any subsequent amendment to this code section.
- b. The current version of SGC Section 18.16.210 subjects the annual lease payment to adjustment on the seventh anniversary of the lease and each seven years thereafter, with the annual lease payment being changed by the percentage change in the amount established by dividing the grand total of the land value on the official municipal real property assessment roll for the initial tax year, compared with similar calculation using the figures seven years later. The base figure the initial tax year is \$16,695. The Lessee shall be subject to any adjustment to rent as set out in any subsequent amendment to SGC Section 18.16.210.
- c. Lessee shall pay sales tax to the City and Borough of Sitka, based on the amount of each annual lease payment.



- d. The first year's payment is due on the date the Lease is signed and executed by all of the parties to the Lease. All subsequent payments shall be made by that same date each year.
- e. The Lease may not be assigned or sublet by the Lessee without the consent of the Lessor.
- f. If the full lease payment is not timely paid, and Lessee fails to remedy default within thirty (30) days after receipt of written notice of any such lease payment arrears, the Lessor may immediately, or at any time thereafter while such default continues, terminate the lease, repossess the Subject Property, enter on Subject Property, expel Lessee and those claiming right to possession or to be on the Subject Property based on the rights of the Lessee, and remove Lessee's effects (forcefully if necessary) without being guilty of any trespass. These rights are in addition to any other rights and remedies, without prejudice, which might otherwise be used for arrears or lease payments, proceedings on breach of agreement, or collection on arrears.
- g. The Lessee agrees to pay any Local Improvement District assessments that may be levied against the Subject Property to the same extent and in the same amount as if the Lessee were the owner of the Subject Property which would be included in the Local Improvement District to be formed or contemplated. The Lessee shall share the Lessor's right as owner in all proceedings under the Local Improvement District (except for payment of assessments) in proportion that the remaining years of the lease bear to twenty (20). (For example: If the lease has five (5) years to run, the Lessee shall have the right to exercise 5/20ths of the Lessor's vote and the Lessor, 15/20ths.)

3. The Parties mutually agree as follows:

- a. The terms and conditions herein contained shall apply to and bind the heirs, successors, and agents of the respective Parties.
- b. Waiver by Lessor of any term or condition setout in this Lease shall not be considered a waiver of any subsequent breach of said term or condition.
- c. Lessee agrees to hold harmless, insure and indemnify the Lessor from any liability for property damage or personal injury to any person or persons on or about the Subject Property and to carry and provide proof of liability insurance in such amounts as may be agreed to between the parties to cover such liability, with the Lessor as an additional named insured.
- d. The Lease may be renewed if upon the expiration of the Lease, the Lessee desires a renewal lease on the Subject Property or property interests covered herein. Lessee shall within thirty (30) days before the expiration of the Lease, make a written request to the Lessor for renewal of lease in which Lessor must certify under oath as to the character and value of all the improvements existing upon the land, the purpose for which Lessee desires a renewal, and such other information as may be required.
- e. If Lessee occupies the Subject Property after the expiration date of this Lease without the consent of the Lessor, such possession shall be construed as an annual tenancy and Lessee



shall annually pay Lessor the amount of the rent paid during the last year of the Lease until the Lease is terminated by the Lessor.

- f. The Lessee may terminate the Lease upon giving the Lessor thirty (30) days prior written notice.
- g. At any termination of the Lease, all improvements placed on the Subject Property and attached to the land so as to become part of the real property by common law definition shall become the property of the Lessor.
- h. Each Party to the Lease represents that its representative or agent who signs and executes the Lease has been delegated and is authorized to legally bind each Party regarding this Lease.

LESSEE

Wade Parrish

CITY AND BOROUGH OF SITKA

Mark Gorman, Municipal Administrator

LESSEE

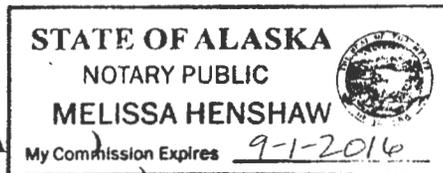
Gretchen Parrish

STATE OF ALASKA )

) ss.

FIRST JUDICIAL DISTRICT )

On this 30<sup>th</sup> day of December, 2013, Wade and Gretchen Parrish, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, sign this Lease Agreement and affirms by signing this document to be authorized to sign and does so freely and voluntarily.



Notary Public for Alaska

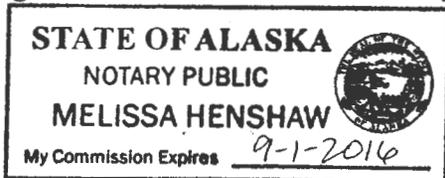
My Commission Expires: 9-1-2016

STATE OF ALASKA )

) ss.

FIRST JUDICIAL DISTRICT )

On this 30<sup>th</sup> day of December, 2013, Mark Gorman, Municipal Administrator of the City and Borough of Sitka, Alaska, a municipal corporation organized under the laws of the State of Alaska, signs this Lease Agreement on its behalf, and affirms by signing this document to be authorized to sign on its behalf, and does so freely and voluntarily.



Notary Public for Alaska

My Commission Expires: 9-1-2016



**CERTIFICATE OF OWNERSHIP AND DEDICATION**

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ACCEPT 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.

DATE: 6/28/00  
 SIGNATURE: Jon Parrish  
 TRUSTEE FOR STATE N. PARRISH TRUST

**NOTARY'S ACKNOWLEDGMENT**

US OF AMERICA  
 STATE OF ALASKA  
 CITY & BOROUGH OF SITKA

THIS IS TO CERTIFY THAT ON THIS 28 DAY OF JUNE 2000 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Jon Parrish, Trustee FOR STATE N. PARRISH TRUST

TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND HE ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST

MY COMMISSION EXPIRES Nov. 18, 2001  
 STATE OF ALASKA  
 NOTARY PUBLIC  
 JUDITH A. MARINE  
 157 W. MARINE ST. SITKA, AK 99833

**CERTIFICATE STATE OF ALASKA (FIRST JUDICIAL DISTRICT)**

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND ASSESSOR FOR THE CITY & BOROUGH OF SITKA, HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY & BOROUGH OF SITKA, IN THE NAME OF STATE N. PARRISH TRUST AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 2000, WILL BE DUE ON OR BEFORE AUGUST 7, 2000 DATED THIS 28 DAY OF JUNE 2000.

ASSESSOR, CITY AND BOROUGH OF SITKA

**CERTIFICATE OF APPROVAL BY THE BOARD**

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 RESOLUTION NO. P00-4 DATED MAY 30 2000, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, SITKA, ALASKA.

DATE: 7-6-00  
 CHAIRMAN, PLATTING BOARD: John Parrish  
 SECRETARY: John Parrish

**CERTIFICATE OF APPROVAL BY THE ASSEMBLY**

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA ASSEMBLY AS RECORDED IN MINUTE BOOK 122 PAGE 1A DATED 6/28/00 AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX-OFFICIO RECORDER, SITKA, ALASKA.

DATE: 6/28/00  
 MAYOR: John Parrish  
 CITY AND BOROUGH CLERK: \_\_\_\_\_

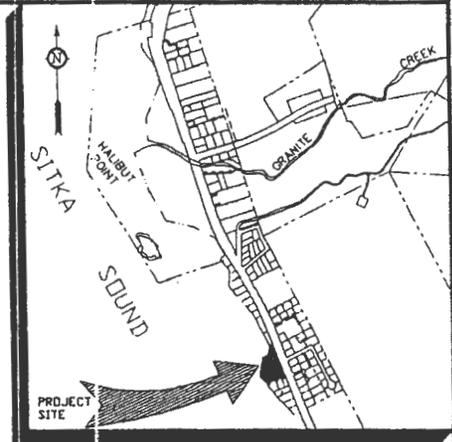


**CERTIFICATE OF PAYMENT OF LOCAL IMPROVEMENT DISTRICT**

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND FINANCE DIRECTOR FOR THE CITY & BOROUGH OF SITKA, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE CITY & BOROUGH OF SITKA, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE RECORDS IN THE NAME OF STATE N. PARRISH TRUST (CALL OWNERS OF RECORD), AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL L.I.D.'S ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL.

DATED THIS 28 DAY OF June 2000 AT SITKA, ALASKA.

FINANCE DIRECTOR  
 CITY & BOROUGH OF SITKA

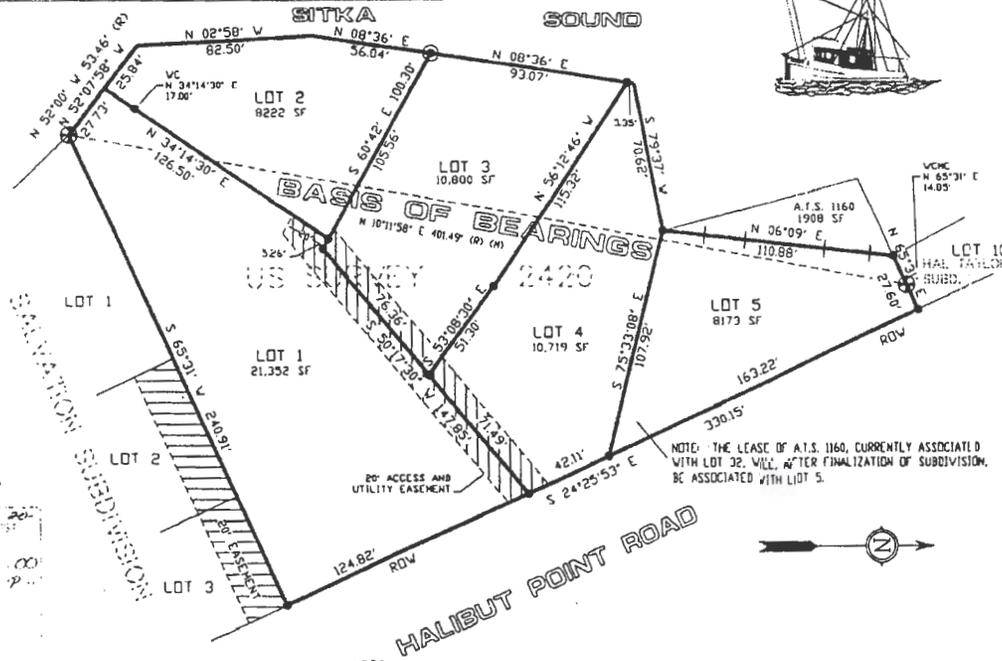


**VICINITY MAP**  
 SCALE 1"=1,000'

- LEGEND**
- ⊕ BLM/GLD PRIMARY BRASS CAP (RECOVERED)
  - ⊙ SECONDARY MONUMENT (SET)
  - ⊞ 1 1/2" ALUM WOOD TABLET (SET)
  - ⊞ 1x2 HUB SET
  - ⊞ RECORDED DATA
  - ⊞ COMPUTED DATA
  - ⊞ MEASURED DATA

**PLAT NOTES**

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT 32 INTO 5 LOTS OF APPROXIMATELY EQUAL VALUE.
2. LOT 1 OF THIS SUBDIVISION MAY NOT BE FURTHER SUBDIVIDED UNLESS ALTERNATE ACCESS FROM HALIBUT POINT ROAD CAN BE PROVIDED.
3. NO NEW STRUCTURES MAY BE BUILT OR PLACED ON THE LOTS IN THIS SUBDIVISION UNLESS THE EXISTING UTILITIES ARE FIRST LOCATED ON THE LOT INVOLVED. AND THE NEW STRUCTURE DOES NOT INTERFERE WITH THOSE UTILITIES.
4. LOT 5 CAN BE ACCESSED ONLY FROM HALIBUT POINT ROAD.
5. THE SMALLER TRAILER ON LOT 3 MUST BE REMOVED WITHIN ONE YEAR OF THE RECORDING DATE OF THIS PLAT.



**O'NEILL**  
 SURVEYING AND ENGINEERING

BOX 1849 SITKA, ALASKA 99833  
 (907) 747-6700

BY	DATE	REV	DESCRIPTION OF CHANGE

RECORD OF REVISIONS

DESIGNED: E. O'NEILL  
 DRAWN: STIGAS/ACAR  
 CHECKED: EM  
 DATE OF PLAT: JAN. 2003 J. MARSH  
 SCALE: 1" = 80'  
 DRAWING NAME: 30224-01  
 PROJECT NO.: 30224-01-00



**SURVEYOR'S CERTIFICATE**

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

DATE: 6/27/00  
 PATRICK E. O'NEILL, L.S. 4897

**PARRISH SUBDIVISION**

**LOT 32**  
**U. S. SURVEY 2420**

CLIENT: PARRISH ESTATE