AMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY AND BOROUGH OF SITKA AND SITKA HISTORICAL SOCIETY, INC.

This Amendment No. 1 to the Lease Agreement Between the City and Borough of Sitka and Sitka Historical Society, Inc. (the "Amendment") is effective as of January 14, 2025 (the "Effective Date") by and between the City and Borough of Sitka ("Sitka" or "Lessor") of 100 Lincoln Street, Sitka, Alaska 99835, and Sitka Historical Society, Inc. ("Lessee") of 330 Harbor Drive, Sitka, Alaska 99835, (collectively, the "Parties").

WHEREAS, the Parties entered into a Lease Agreement, commencing May 1, 2018 (and signed September 11, 2018) (the "Lease"), and;

WHEREAS, the Parties desire to amend the Agreement as provided for herein:

NOW, THEREFORE, for good and valuable consideration, the Parties agree to amend the Agreement as follows:

ARTICLE II PROPERTY TAX RESPONSIBILITY

Section 2.1 Property tax Responsibility. Section 2.1 is deleted in its entirety and replaced with the following:

Pursuant to Ordinance No. 2023-04, CBS extends an exemption from property tax for the leasehold interest of the Sitka Historical Society, Inc. in the leased premises at Harrigan Centennial Hall until April 30, 2048.

ARTICLE V UTILITY SERVICES AND RATES

Section 5.3 Lessee to Pay for Utility Services. Section 5.3 is deleted in its entirety and replaced with the following:

Lessee is exempt from paying for utility services during the term of this lease.

All other sections of the Lease Agreement that are not modified by this Amendment No. 1 remain in full force and effect.

This Amendment No. 1 was approved by the City and Borough of Sitka Assembly on January 14, 2025.

Amendment No. 1 becomes effective on January 15, 2025, the day after the date of approval by the City and Borough of Sitka Assembly.

CITY AND BOROUGH OF SITKA

Municipal Administrator

John Leach

Date By: Its:

STATE OF ALASKA)) ss. FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ______ day of January, 2025, 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:

SITKA HISTORICAL SOCIETY, INC.

Hal Spackman

Executive Director

Its: STATE OF ALASKA)) ss. FIRST JUDICIAL DISTRICT)

Date

The foregoing instrument was acknowledged before me this _____ day of January, 2025, by Hal Spackman, Executive Director, for the SITKA HISTORICAL SOCIETY, INC., an Alaska nonprofit corporation, on behalf of the corporation.

By:

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