

SITKA SOUND SCIENCE CENTER, INC.

834 LINCOLN ST. SAGE BUILDING #20

P.O. Box 1373

SITKA, ALASKA 99835-1373 907-747-8878

SITKA SOUND SCIENCE CENTER IS DEDICATED TO INCREASING UNDERSTANDING AND AWARENESS OF TERRESTRIAL AND AQUATIC ECOSYSTEMS OF THE GULF OF ALASKA THROUGH EDUCATION AND RESEARCH.

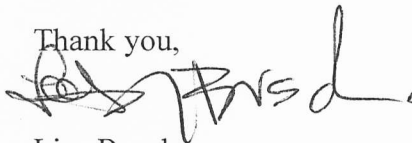
October 29, 2010

Dear Sitka City Attorney,

The Sitka Sound Science Center would like to formally request that the City of Sitka assign the tidelands directly adjacent to our property (See attached for legal description) upon proof of the sale of Lot 7 of the SJ subdivision to our organization.

We hope this can be considered at the earliest possible Assembly meeting.

Thank you,



Lisa Busch

Director

Sitka Sound Science Center

Board Members

- Scott Harris, M.S., Chairman of the Board, Sitka Conservation Society
- Jim Seeland, Board Vice Chairman, UAS-Ketchikan, Assistant Professor of Fisheries
- Heather Woody, Treasurer, Sitka Tribe of Alaska, Research Biologist
- Marlin Keith Cox, Ph.D, NOAA Fisheries, Research Biologist
- Dave Arp, Sitka School District, Business Manager
- Jan Straley, M.S. University Alaska Southeast (UAS-Sitka), Marine Mammal Biologist
- Kitty LaBounty, M.S. UAS-Sitka, Adjunct Professor
- Bill Smoker, Ph.D. UA-Fairbanks, Professor Emeritus
- Allen F. Turner, Wells Fargo Bank Sitka, Business Relations Manager

T I D E L A N D S L E A S E

*Assigned to
State*

THIS LEASE, made and entered into this 11th day of September, 1985, by and between

CITY AND BOROUGH OF SITKA
hereinafter referred to as the Lessor, and

SHELDON JACKSON COLLEGE
of P. O. Box 479, Sitka, Alaska 99835
hereinafter referred to as the Lessee,

W I T N E S S E T H:

WHEREAS, the Lessor is owner of certain tidelands situated at Sitka, Alaska described as follows:

Beginning at a brass capped monument marked "Meander Corner, City of Sitka" delineating a meander corner of the Tidelands boundary of the Sitka Tidelands Survey of 1961, (A.T.S.15), from which bears the W.C.M.C. of Corner No. 1 of U.S.S. 1474, Tract A, N35°32'33"W, 666.63 feet, said brass cap being situated approximately 57.5 feet southeasterly from the northeast corner of an existing metal clad storage building, thence along the meander line of said A.T.S.15, N53°08'W, 43.00 feet to the true point of beginning of this description, thence S43°32'59"E, 282.10 feet to a point which is coincident with the southeast corner of Crescent Harbor, thence along the boundary line of Crescent Harbor, N02°10'W, 400.00 feet to a point, thence continuing along the boundary of Crescent Harbor N59°32'30"W, 100.12 feet to the intersection of a meander line of A.T.S.15, thence along the meander line S30°06'W, 123.77 feet to a point, thence S53°08'E, 229.59 feet to the true point beginning, EXCEPTING therefrom those portions of the above described tidelands already owned by Sheldon Jackson College, henceforth known as Tract A and Tract B of this description, to wit:

TRACT A

Beginning at the true point of beginning of this legal description, thence along the meander line of A.T.S.15, N53°08'W, 82.68 feet to the true point of beginning of Tract A, thence along the following courses:

S54°51'W, 3.38 feet to a point, thence;
S35°09'E, 7.02 feet to a point, thence;
S54°51'W, 38.23 feet to a point, thence;
S35°09'E, 11.10 feet to a point, thence;
S56°58'W, 28.81 feet to a point, thence;
S72°38'W, 20.15 feet to a point, thence;
S50°57'W, 47.98 feet to a point, thence;
S39°03'E, 29.38 feet to a point, thence;
N52°34'E, 82.87 feet to a point, thence;
S35°09'E, 27.01 feet to a point, thence;
N54°51'E, 74.54 feet to a point, thence;
N53°08'W, 70.74 feet to the true point of beginning of Tract A, containing 6,156 square feet, as near as may be;

TRACT B

Beginning at the true point of beginning of this legal description, thence along the meander line of A.T.S.15, N53°08'W, 172.62 feet to the true point of beginning of Tract B, thence along the following courses:

S33°49'12"W, 112.90 feet to a point, thence;
S02°10'E, 32.14 feet to a point, thence;
N38°34'E, 12.62 feet to a point, thence;
N33°55'30"E, 125.26 feet to a point, thence;
N53°08'W, 20.19 feet to the true point of beginning of Tract B, containing 2,520 square feet, as near as may be.

The lease area of this legal description contains 31,216 square feet, as near as may be.

NOW, THEREFORE, for and in consideration of the agreements hereinafter contained, Lessor and Lessee agree as follows:

1. Lessor hereby devises and leases unto the Lessee, the above-described property for a term of fifty (50) years, beginning September 11, 1985, and ending September 10, 2035.

2. Lessee, in consideration of lease from Lessor, agrees as follows:

(a) To pay rent therefore to Lessor at its order the sum of \$2,497.28 annually payable on the first day September of each year in advance. It is acknowledged that the first year's payment has been made. In addition to said rental there shall be paid to the City and Borough of Sitka sales tax on the amount of each rental not exempt from such sales tax.

(b) The parties hereby agree that said annual rent is subject 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 (expressed in dollars and cents) established by dividing the grand total land value on the official municipal real property assessment roll for the initial lease year, or prior adjustment year by the number of that year's real property tax accounts, compared with a similar calculation using the figures seven years later. The base figure for the tax year 1985 is \$40,424.39.

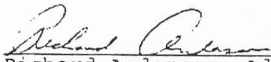
(c) This lease may not be assigned or sublet by the Lessee without the consent of the Lessor.

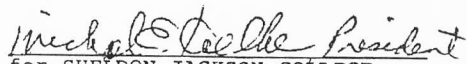
(d) If the rent shall be in arrears, or Lessee, its representatives or assigns, do or shall neglect agreements hereinabove contained which are to be performed and in the event Lessee fails to remedy default within thirty (30) days after receipt of written notice of any such rental arrears or neglect, then Lessor may immediately, or at any time thereafter, while such neglect or default continues, enter into and on the premises, or any part thereof, and repossess the same as of their former estate, and expel Lessee and those claiming under it and remove its effects (forcefully if necessary) without being guilty of any trespass and without prejudice to any remedies which might otherwise be used for arrears or rent, or proceedings on breach of agreement.

(e) That the Lessee herein agrees to pay any Local Improvement District assessments that may be levied against the property leased herein to the same extent and in the same amount as if the Lessee were the owner of the property leased herein 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.)

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The terms and conditions herein contained shall apply to and bind the heirs, successors and assigns of the respective parties.
2. Waiver by Lessor of any agreement or condition herein shall not be considered a waiver of any subsequent breach of said agreement or condition.
3. If Lessee occupies the premises 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 pay Lessor the annual rent paid during the last year of said lease.
4. At any termination of said tenancy, all improvements placed on said 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.
5. Lessee agrees to save the Lessor harmless from any liability or property damage or personal injury to any person or persons on or about the premises; to carry 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.


Richard Anderson, Administrator
CITY & BOROUGH OF SITKA


for SHELDON JACKSON COLLEGE
(name) Michael Kaelke
(title) President

THE KARSH FAMILY FOUNDATION
1201 TOWER GROVE DRIVE • BEVERLY HILLS, CA 90210 • (310) 278-9971

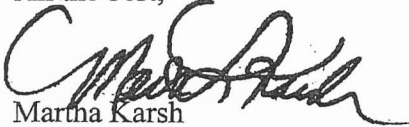
November 1, 2010

Dear Sitka Sound Science Center,

It is with great enthusiasm that we present this \$100,000 match to your organization for the purchase of your building at 834 Lincoln Street. As you know the money has been wired directly to your account. This match was contingent upon Sitka Sound Science Center raising local funds as part of the effort to own the structure. In pledging this match, our hope was that SSSC would find ways to leverage the Karsh Foundation contribution. The actions of the City and Borough Assembly at its October 26th meeting were precisely what we had in mind and it demonstrates a community commitment to the educational and science mission of the organization.

We are confident this grant and SSSC's ownership will raise awareness of the work of the Sitka Sound Science Center and attract more local contributors.

All the best,


Martha Karsh
The Karsh Family Foundation