

AGREEMENT
FOR MATERIAL SALE AND/OR LEASE
OF
MUNICIPALLY OWNED PROPERTY

City and Borough of Sitka ("CBS") agrees to sell and/or lease to Mick Tisher, Tisher Construction LLC, 315 Seward Street, Suite B, Sitka, Alaska 99835 ("Purchaser"), the materials designated in this Agreement for Material Sale from Municipally Owned Property ("Agreement") and/or property designated herein, subject to the following terms and conditions:

SECTION I. DESCRIPTION and TERMS

- A. MATERIAL SITE & LEASE AREA:
Site 4 Revised as shown on the revised plan of the Granite Creek Lease Area 4, dated August 10, 2016. The Material Site contains 6.13 acres more or less.
- B. TERMS:
 - 1. The Lease term is for one (1) year and commences on September 1, 2016, and ends on September 1, 2017 unless sooner terminated or extended as provided in this Lease.
 - 2. Option to Renew; Provided there does not then exist a continuing material default by Tenant under this Lease at the time of exercise of this right or at commencement of any extended term, Tenant shall have the right to exercise the option for a term of one (1) year upon the same terms and conditions as this Lease. This option is effective only if (a) The Tenant has drilled and blasted approximately one half of the remaining rock resource within the quarry limits prior to the end of the first year of the lease. (b) Tenant provides evidence that approximately one half of the remaining rock resource has been extracted by the end of the first year of the lease. (c) Tenant is in compliance with all applicable laws; and (d) Tenant is not in default under this Lease.
 - 3. Second Option to Renew; Provided there does not then exist a continuing material default by Tenant under this Lease at the time of exercise of this right or at commencement of any extended term, Tenant shall have the right to exercise the option for a term of one (1) year upon the same terms and conditions as this Lease. This option is effective only if (a) The Tenant has drilled and blasted the remaining rock resource within the quarry limits prior to the end of the second year of the lease. (b) Tenant provides evidence that the remaining rock resource has been extracted by the end of the second year of the lease. (c) Tenant is in compliance with all applicable laws; and (d) Tenant is not in default under this Lease.
 - 4. In return for the lease the Purchaser agrees to allow controlled access across the lease area to other CBS property for material extraction or other permitted activities by other commercial private or public operations.

5. Purchaser agrees to pay the following royalty fees for the material removed from the Material Site: \$1.55 per cubic yard, in place.
6. The Purchaser agrees to pay the following rent for the lease of property, as follows:
\$100.00 Per Acre, Per Month for that acreage under rock pit development and \$100.00 per acre, per month for acreage used for rock processing equipment.
\$325.00 Per Acre, Per Month for that acreage used for operations of a concrete or asphalt batch plant.
7. It is not the intent of CBS to allow indeterminate holding of Material Site without development. Purchaser shall be required to continue existing development prior to September 1, 2017 and pay minimum royalty payments for material removed or disposal fees of \$5,000.00 per year for the first year and first extension only. The minimum royalty payment shall be made on a monthly basis. The purchaser shall make a minimum monthly payment of \$416.67.
8. Tisher Construction, LLC shall maintain access to Harbor Mountain Road via the existing access road located on the south edge of the Tisher Lease area.

SECTION II. PAYMENTS

- A. Purchaser shall be required to submit a bond upon executing this Agreement in the amount of \$100,000.00, issued by a Surety licensed to do business in Alaska. On the yearly anniversary date of this Agreement, and after the pit cross sections are accomplished and Purchaser is inspected for adherence to a continuation plan, CBS shall release the prior year's bond, in writing, and accept a new bond for the next year of operation, as set out in Section III.A.

The purpose of the bond shall be to correct non-conforming conditions created by Purchaser. An example might be to do necessary continuation work left undone or otherwise correct site problems such as drainage control. The bond may also be used to pay for unpaid royalties or other costs owed to CBS, such as anniversary surveys.

- B. The \$1.55 per cubic yard Royalty Fee shall be paid using one of the following methods:

1. Prior to each shot based on in place calculated blast yield quantities. These quantities shall be verified for each 100,000 yards removed from the quarry by field survey cross sections certified by a registered engineer/surveyor.
2. Monthly based on submitted shot records and verified by field cross sections certified by a registered engineer/surveyor for each 100,000 yards of material removed. This method of payment will be guaranteed by a payment bond. The shot records are due with the royalty payment check on the first day of the month for the previous months work. Failure to submit the payment by the 15th of the month shall result in a penalty of double the royalties due for the month.

This method is verified by field survey cross sections for each 100,000 yards certified by a registered engineer/surveyor, unless the quarry has produced no rock for the

preceding quarter. However, the initial quarry cross section, yearly anniversary quarry cross section, and the final quarry cross sections are also required.

3. Monthly based on quantities measured by a certified scale. The scale tickets will be used to determine the weight of material removed from the quarry. If certified scale method of measurement is used, quarterly quantity based cross section of the quarry is not required. However, the initial quarry cross section, yearly anniversary quarry cross sections, and the final quarry cross sections are required.

This method of payments will be guaranteed by a payment bond. The certified scale records are due with the royalty payment check on the first of the month for the previous months work. Failure to submit the payment by the 15th of the month shall result in a penalty of double the royalties due for the month.

- C. The amount of the payment bond required for payment methods B.2 and B.3 above will be based on one of two methods. The first method that may be used is based on the surface area of the quarry that has not been quarried. For each full acre and or fraction of an acre that has not been quarried, a \$25,000 payment bond is required up to a maximum of \$100,000. The area quarried does not include the area with only overburden removed.

The second method is based on the average amount of material that has been removed per month in the preceding year. A \$25,000 payment bond, up to a maximum of \$100,000, shall be required for each \$25,000 or portion of this amount paid monthly in royalties.

During the first year of this Agreement, and until the quarry begins producing material, Purchaser shall use the first method of calculating the payment bond.

- D. Whatever method is used to determine payment and verification, if it becomes apparent that the Purchaser is consistently under-reporting the material removed by more than 15% and or falsifying the records to under-report the material removal, Purchaser shall be fined. A fine of double royalty payments of the under-reported amount will be assessed and the Agreement may be terminated.
- E. Final royalty payments shall be based on records required in Section III, and shall be submitted to CBS no later than the fifteen (15) days following the month in which operations on the material site are completed.

Payment shall be accomplished by an accounting voucher provided by CBS for all payments.

SECTION III. RECORDS

- A. Annually on the Agreement anniversary date, at the beginning and at the end of the term of this Agreement, Purchaser shall have the quarry fully cross sectioned by a registered engineer/surveyor, licensed to practice in the State of Alaska. The cross sections shall be certified by this engineer/surveyor and submitted to CBS. Surveyed volume will be compared to royalty yardage paid as a method of accounting control. Once the remaining rock resource within the quarry has been removed and a survey has been performed, no additional surveys are required.

- B. Alternately, Purchaser may have the material taken from the quarry measured by either of the following methods:
1. Certified scale. The scale tickets will be used to determine the weight of material removed from the quarry and must be submitted to CBS. If certified scale method of measurement is used, quantity cross sections of the quarry are not required. However, the initial quarry cross sections, yearly anniversary quarry cross sections, and the final quarry cross sections are required.
 2. Shot records. The shot records will be used to determine the volume of material removed from the quarry and must be submitted to CBS. If shot records are used, quantity cross sections are required every 100,000 CY. In addition to the intermediate cross sections, initial quarry cross sections, yearly anniversary quarry cross sections, and the final cross sections are required.
- C. All final royalty payments will be adjusted based on survey cross section quantities.
- D. The overburden removed and disposed is incidental to the quantities measured. However, Purchaser may at its discretion provide additional cross sections with the overburden removed prior to blasting to be used as a base of the quantities measured.

SECTION IV. OPERATING REQUIREMENTS

- A. **Boundary Lines and Survey Monuments** – Upon execution of this Agreement, Purchaser shall have the Material Site surveyed and control monuments placed by a registered land surveyor to fully identify the boundaries. No boundary mark of the Material Site or any survey lines or witness tree to any survey corner or monument, shall be severed or removed, nor shall any survey corner or monument be damaged or destroyed. Any violation of this subsection will require Purchaser to pay for reestablishing the lines, corners, or monuments by a registered land surveyor.

Purchaser shall also have the Material Site as it exists when this Agreement is executed, cross sectioned within thirty (30) days of the Agreement execution date and prior to the removal of any material. The purpose of this initial cross section is to establish the beginning configuration of the Material Site and base line to be used for any quarterly cross section.

- B. **Erosion Control and Protection of Waters** – Road construction or operations in connection with this Agreement shall be conducted so as to avoid damage to streams, lakes or other water areas and lands adjacent to the Material Site. Vegetation and materials shall NOT be deposited into any stream or other waste area. Locations and/or improvements such as road crossings over streams shall be approved, in advance, by CBS.

All roads or other areas to be abandoned or an area to cease being an active portion of Purchaser's operation shall be treated with such measures to prevent erosion and shall be reclaimed in accordance with the required reclamation plan. Purchaser shall repair any damages resulting from any failure to perform to these requirements to the satisfaction of CBS. This includes, but is not limited to, waters defined in Alaska Administrative Code at Title 5 – Fish and Game.

All operations shall be performed in accordance with an approved Storm Water Pollution Prevention Plan (SWPPP). This plan shall be prepared by Purchaser and approved by

CBS and the Alaska State Department of Environmental Conservation before work begins in the Material Site. The SWPPP may require the installation and maintenance of siltation control structures at Purchaser's expense.

Should CBS determine that the operations cause silting or pollution of Granite Creek to a degree unacceptable to the Department of Environmental Conservation and/or the U.S. Fish and Wildlife Service after all reasonable attempts have been made to have Purchaser correct the problems, this Agreement shall be void upon notification to Purchaser by CBS. Purchaser shall hold CBS harmless from any litigation whatsoever which may result from this action.

Siltation of Granite Creek and associated tributaries is to be minimized. Therefore, no earthmoving will be allowed during heavy rains, and Purchaser will, at its own expense, provide all proper drainage and routine settlement ponds for permanent uses.

Construction equipment, aggregate stockpiles, etc shall not be stored within 25 feet of Granite Creek. Purchaser will make every effort to preserve the 25- foot stream buffer.

- C. **Reclamation Plan** – Attached and appended to this Agreement is Appendix A – Reclamation Plan – Granite Creek Material Site. Purchaser shall be responsible for the adherence to this plan. Purchaser shall demonstrate compliance to the reclamation plan on a yearly basis. Substantial non-compliance shall be grounds for termination or cancellation of the Agreement.
- D. **Mining Plan**- Purchaser shall conduct all operations in accordance with industry standards, and an approved MSHA mining plan. This plan shall be prepared by Purchaser and approved by CBS and MSHA before work begins in the Material Site. Operations shall also be in accordance with the following:
1. Warning signs shall be placed every 50 feet along the top of all rock cuts over 20 feet in height. The metal signs shall be 12" x 12" in size with the legend "Warning, Steep Embankment" clearly displayed. They will be installed on metal sign posts. Signs shall be painted safety orange in color.
 2. Slopes of back walls of rock cuts and benching shall be as determined by MSHA requirements.
 3. Upon completion of a rock cut the back wall shall be scaled back of all loose rock rubble.
 4. Storage and handling of explosives shall be performed under the direction of persons holding proper certifications for such work.
- E. **Fire Protection** – Purchaser shall take all necessary precautions for the prevention of wild fires 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 Material Site, resulting from any and all operations involved under the provisions of this Agreement. Purchaser shall comply with all laws, regulations and rules promulgated by the agency responsible for fire protection in the area.

- F. **Roads** – Before constructing any haul road, secondary or spur roads across CBS property, Purchaser shall obtain written approval of the location and construction standards of such roads from CBS.
- G. Access over any route not under CBS control is the sole responsibility of Purchaser. Purchaser agrees that any permanent route, access or right of way obtained over privately owned property shall include a permanent easement to CBS.
- H. Purchaser shall maintain adequate supervision at all times when operations are in progress to insure that the terms and conditions of this Agreement and all applicable Federal, State and local laws, rules and regulations governing such operations are enforced. At all times, when operations are in progress, Purchaser or a person authorized by Purchaser to assume the responsibilities imposed by this Agreement, shall be present on the Material Site.
- I. The terms and conditions of this Agreement shall apply with equal force upon any agent, employee or contractor designated by Purchaser to perform any or all of the operations of severance, extraction or removal of the materials sold under this Agreement, and Purchaser shall be liable for non-compliance caused by any such agent, employee or contractor.
- J. Purchaser shall be responsible for the accurate location of operations under this Agreement, including any survey that may be necessary for such location unless otherwise specified in this Agreement.
- K. **Special Provisions** – It is mutually agreed that:
1. Sound engineering practices and procedures shall be adhered to at all times during removal operations. Engineering plans for roads, drainage and other components of the project shall be submitted for review. The plans shall be sealed and signed by a registered engineer, licensed to practice in the State of Alaska.
 2. Stumps and any other debris shall be disposed of by burning (subject to ADEC approval) or burying at the Granite Creek Overburden Site and in a manner considered suitable by CBS representatives.
 3. In working the land to effect the removal of the Agreement entitlement, Purchaser agrees to so manage that upon completion of the removal, a reasonable degree of level land is maintained, per the continuation plan, from which material has been taken, and no holes-of-water are formed.
 4. At the expiration of this Agreement, Purchaser shall notify the Director of Public Works so an inspection of the Material Site can be scheduled. This inspection shall include general clean-up, compliance with the reclamation plan, removal of all Purchaser's equipment and any other item felt a responsible element of any final inspection.
 5. All responsibilities and liabilities of Purchaser shall remain in effect until this Agreement terminates, and all of its conditions are met, including cleanup of site and.

6. Purchaser agrees to submit the Standard Accounting Voucher and payment for material removed within fifteen (15) working days of the expiration date or completion, whichever occurs earlier.
7. If Purchaser is forced to end, restrict or curtail its operations due to State or Federal law or regulations or for any other cause over which CBS has no control, CBS shall have no liability, whatsoever.
8. Purchaser shall coordinate its activities insofar as possible with the other purchasers who now or in the future may hold material sale agreements. Before removing material under any roadway or otherwise interrupting access to any other operations, Purchaser shall make arrangements satisfactory to the affected parties for coordinating operations. The affected parties cannot unreasonably withhold such approval if proper alternate arrangements have been made. In the case where the affected parties cannot reach agreement, CBS shall be the sole arbitrator to reach a satisfactory result.
9. The Material Site may be used for the processing and storage of material to be removed from the Material Site, and for the temporary location and operation of an asphalt batching plant, scales, crushers and other such equipment necessary to produce marketable materials products. Other material incidental to the production of asphalt or mineral products such as asphalt, fillers, or coagulants needed for the settlement ponds may be stored on the Material Site, as needed. A temporary small one bay gravel equipment maintenance shop may also be allowed specifically for equipment used at the site.

Granite Creek is, in fact, a long term source of gravel and other mineral products. As such, it is not a purchaser's storage yard area. Permanent or long term improvements such as garages and shops or other type buildings and uses shall NOT be allowed.

10. Except for those portions of the operation which are associated with low noise levels such as maintenance of equipment, Purchasers operations shall be confined to the hours of 7:00 A.M. to 7:00 P.M. daily. CBS reserves the right to restrict operations on weekends and holidays, with liability to Purchaser for violating this restriction.
- L. Purchaser may not assign its rights under this Agreement or allow other parties to produce rock, gravel or finished material on the site without prior written approval of CBS.

Prior to the approval of any such assignment, CBS shall be provided with all the terms of the proposed assignment or production agreement. This shall include time of assignment and potential volumes of production. If such terms are deemed inflationary or of such a type to be considered an abandonment of further interest in the Material Site by the original party, the assignment may be denied.

- M. Maintenance of the main road, culverts and other such improvements shall be maintained by Purchasers at no expense to CBS.
- N. Siltation of Granite Creek and associated tributaries is to be minimized. Therefore, no earthmoving will be allowed during heavy rains, and Purchaser, at its own expense, shall

provide all proper drainage and routine settlement ponds for permanent uses. This is covered in the Reclamation Plan, as attached.

- O. Purchaser shall adhere to all State and local regulations regarding the storage and handling of explosives.

SECTION V. LIABILITY AND INDEMNIFICATION

Purchaser shall defend, hold harmless, and indemnify CBS from any and all claims, demands, suits, loss, liability and expense for injury to or death of persons and damage to or loss of property arising out of or connected with the exercise of the Purchaser's privileges granted by this Agreement, or arising out of any incident whatsoever which may occur on the Material Site or commonly used facility. This includes but not limited to damage to power lines, poles and facilities, telephone lines and poles, survey monuments, roads, bridges and culverts, pollution and/or damage to water systems, or personal injury.

SECTION VI. INSURANCE

- A. Purchaser shall carry Workers' Compensation insurance, in accordance with the rules and regulations of the State of Alaska. This policy shall also include Employers' Liability limits of no less than \$500,000. If applicable, the policy shall also cover USL&H and Maritime employees that may be employed by purchaser, as it relates to the activities of this Agreement.
- B. Purchaser shall carry Commercial General Liability insurance with occurrence limits of \$1,000,000 and aggregate limits of \$2,000,000. This policy shall in no way limit or exclude blasting operations and any other significant exclusions of coverage shall be shown on the certificate of insurance. This policy shall name the City & Borough of Sitka as an additional insured.
- C. Purchaser shall carry Business Automobile insurance with limits of \$1,000,000. This shall cover all owned, non-owned and hired automobiles that are used in the operations related to this Agreement. The policy shall name CBS as an additional insured.
- D. Purchaser shall carry Excess or Umbrella Liability insurance with limits of no less than \$5,000,000. This insurance shall be in excess to the Commercial General Liability, Business Automobile and Employers' Liability.

Purchaser shall provide a Certificate of Insurance that evidences the above. This Certificate shall also allow for a 30 day notice of cancellation or material change of coverage.

SECTION VII. IMPROVEMENTS AND OCCUPANCY

- A. Any improvements to transportation facilities including crushers, mixing plants, buildings, bridges, roads or any other constructed by Purchasers in connection with this Agreement and within the Material Site area shall be in accordance with plans approved by CBS. Improvement and facility safety (both design & operation) shall be the responsibility of Purchaser, and not the responsibility of CBS. Purchaser agrees to follow all applicable safety and building codes, regulations, and permits.
- B. The Purchaser shall, within sixty (60) days after the expiration of termination date of this Agreement, remove all equipment and other personal property from the Material Site, and comply with Subsection IV.L.4.

SECTION VIII. INSPECTION

- A. Authorized agents of CBS shall have access at all times to the Material Site.
- B. At all times when operations are in progress, Purchaser shall have a representative readily available at the site of operations who shall be authorized to receive on behalf of Purchaser, any notices and instructions given by authorized CBS personnel in regard to the performance under this Agreement, and to take such action as is required by the terms of this Agreement.

SECTION IX. TERMINATION AND SUSPENSION

- A. This Agreement may be terminated by CBS if Purchaser breaches the Agreement and fails to correct this breach within thirty (30) days after written notice is served upon Purchaser.
- B. Failure of Purchaser to take immediate action to correct unwarranted damage to natural resources may be corrected by CBS to prevent additional damage. Any cost incurred by CBS shall be paid by Purchaser.
- C. This Agreement may be terminated by mutual agreement of both parties on terms and conditions agreed upon, in writing by both parties.

SECTION X. RESERVATIONS

- A. CBS makes no representations as to the suitability of the property as a material source for any particular use. Purchaser shall determine the suitability of the material for any application.
- B. CBS reserves the right to enter into other agreements regarding other material sites in the Granite Creek Quarry area to other parties during the term of this Agreement.
- C. CBS reserves the right to permit other compatible users, including the sale of materials, on the lands near the Material Site provided CBS determines that such uses will not unduly impair Purchaser's operations under this Agreement.

Should the Municipality enter into any other agreements regarding other material sites within the Granite Creek area, the other purchaser shall pay lease fee and royalties not less than amounts as set forth in Section II of this Agreement.

SECTION XI. PERMITS

- A. Purchaser must prepare and submit a Storm Water Pollution Prevention Plan (SWPPP). The plan shall be approved by CBS and the Alaska State Department of Environmental Conservation before work begins in the Material site.
- B. All operations shall be in accordance with the City and Borough of Sitka Conditional Use Permit, as it now exists or as modified in the future.

Purchaser shall obtain any other permits required as needed to construct and operate at the Material Site.

SECTION XII. PASSAGE OF TITLE

All rights, title and interest in or to any material included in this Agreement shall remain with CBS until it has been paid for, or removed from the Material Site, provided however, that the right, title and interest in or to any material which has been paid for, but not removed from the Material Site by Purchaser within the period of the Agreement or any extension there shall vest in CBS.

SECTION XIII. EXPIRATION AND EXTENSION

This Lease shall expire on September 1, 2017, unless extended in accordance with Section I. In no case shall the Lease be extended beyond September 1, 2019.

SECTION XIV. WARRANTIES

THIS AGREEMENT IS MADE WITHOUT ANY WARRANTIES BY CBS, EXPRESS OR IMPLIED, AS TO THE QUANTITY, QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, CONCERNING THE MATERIAL TO BE EXTRACTED UNDER AGREEMENT.

SECTION XV. WAIVER

No agent, representative or employee of CBS has authority to waive any provision of this Agreement unless expressly authorized to do so, in writing, by the Municipal Administrator.

TISHER CONSTRUCTION, LLC

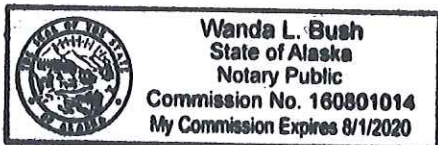
Michael J. Tisher

Print Name: Michael J. Tisher

Title: owner, president

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

On this 10 day of October, 2016, before me, a Notary Public in and for the State of Alaska, personally appeared Michael J. Tisher, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who states under oath by signing this document that he has the authority to sign the Purchase Agreement and does so freely and voluntarily.



Wanda L. Bush
Notary Public for Alaska
My Commission Expires: 8/1/2020

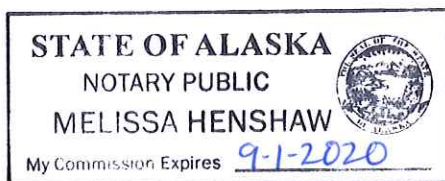
CITY AND BOROUGH OF SITKA

Mark Gorman

Mark Gorman
Municipal Administrator

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

On the 7th day of November, 2016, before me, a Notary Public in and for the State of Alaska, personally appeared Mark Gorman, Municipal Administrator of the City and Borough of Sitka, Alaska, a municipality organized under the laws of the State of Alaska, and by signing this document verifies that he has been authorized to execute this document on its behalf, and he signs freely and voluntarily.



Melissa Henshaw
Notary Public for Alaska
My Commission expires: 9-1-2020

PAYMENT BOND

Bond Number: SUR40012109

KNOW ALL MEN BY THESE PRESENTS: That we, Tisher Construction, LLC as Principal and Ironshore Indemnity, Inc., a corporation organized under the laws of the State of Minnesota and authorized to transact surety business in the State of Alaska, as Surety, are held and firmly bound unto City and Borough of Sitka, as Obligee, in the sum of Twenty Five Thousand dollars (\$25,000.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal and Obligee have entered into a contract dated **September 1st, 2016** more fully described as **AGREEMENT FOR MATERIAL SALE AND/OR LEASE OF MUNICIPALLY OWNER PROPERTY. Material site & lease area: Site 4 revised as shown on revised plan of the Granite Creek Lease Area 4, dated August 10, 2016. The Material Site contains 6.13 acres more or less.**

NOW THEREFORE condition of the above obligation is such, that if the above Principal shall faithfully comply with all of the conditions and provisions of the Contract with the Obligee, then this obligation to be null and void; otherwise to remain in full force and effect.

Notwithstanding any provision in the contract to the contrary, this bond shall be effective on **September 1, 2016** and shall expire on **September 1, 2017**, and may be renewed from year to year by Continuation Certificate at the option of the Surety but failure of the surety to renew this bond will not constitute a default as defined in the contract or by the bond. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a continuation certificate for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.

IN WITNESS WHEREOF the signature of the said Principal and the corporate seal and the name of the Surety is hereto affixed this 24th day of October, 2016.

Tisher Construction, LLC Principal

By: Michael J. Tisher

Ironshore Indemnity, Inc. Surety

By: Amy J. Morrison
Amy Morrison, Attorney-in-Fact



POWER OF ATTORNEY

III- SUR40012109

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: AMY MORRISON its true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety, a LEASE BOND under bond or undertaking number SUR40012109 issued on behalf of, TISHER CONSTRUCTION LLC as principal in the penal sum of 25,000.00

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:


Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 25,000.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.




By: 
Daniel L. Sussman
Director

ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY 
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 24TH Day of OCTOBER, 20 16




Paul S. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

FRONTIER BONDING SERVICE, INC.
155 NE 100TH STREET, SUITE 201
SEATTLE, WA 98125

Representing: **LEXON INSURANCE COMPANY**

R I D E R

Obligee:

THE CITY & BOROUGH OF SITKA
100 LINCOLN ST
SITKA, AK 99835

RE: BOND NO: 9809503 **LICENSE NO:**

[Name] TISHER CONSTRUCTION LLC
[Address] 315 SEWARD
[City, state, zip] SITKA, AK 99835

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above captioned bond, other than stated below.

This rider is to be attached to and form a part of the above captioned bond effective **8/04/2011**.
The Rider is on behalf of:

Principal: TISHER CONSTRUCTION LLC

and in favor of the Obligee stated above. In consideration of the premium charged, it is understood and agreed to amend the bond as follows:

AMEND THE BOND AMOUNT TO READ: \$100,000.00

This name change is a result of the principal changing entities. Any claims made against the prior entity are still valid under this bond. Provided, however, that the liability of the company under the attached bond as changed by this rider shall not be cumulative.

Signed this **14th** Day of **OCTOBER, 2016**.

LEXON INSURANCE COMPANY

By: Amy J. Morrison
Amy Morrison, Attorney-in-Fact



POWER OF ATTORNEY

LX- 9809503

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint AMY MORRISON its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed a SURETY BOND under bond or undertaking number 9809503 issued on behalf of TISH CONSTRUCTION LLC as principal in the penal sum of \$ 100,000.00.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 100,000.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 14th Day of OCTOBER, 2016.



BY

Andrew Smith
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Venneberg Insurance Inc. 225 Harbor Drive Sitka, AK 99835	CONTACT NAME: Amy Morrison PHONE (A/C, No, Ext): (907) 747-8625 FAX (A/C, No): (907) 747-5065 E-MAIL ADDRESS: amy@venneberginsurance.com														
INSURED Tisher Construction LLC 315 Seward Sitka, AK 99835	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Alaska National Insurance Co.</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Alaska National Insurance Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: GL/Auto/WC/Umb

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		16G LS 59900	7/19/2016	7/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		16G AS 59900	7/19/2016	7/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			16G LU 59900	7/19/2016	7/19/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	16G WW 74320	7/19/2016	7/19/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As respects the Quarry Lease

CERTIFICATE HOLDER

(907) 747-3158

City & Borough of Sitka
100 Lincoln Street
Sitka, AK 99835**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Venneberg/AJN

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Tisher Construction LLC
315 Seward Street, Suite E
Sitka, AK 99835

June 30, 2016

Dear Vendor,

Effective July 1, 2016 Tisher Construction officially changes to:

Tisher Construction LLC

Our mailing address and phone numbers remain the same. Please change your records accordingly.

Respectfully,

A handwritten signature in black ink, appearing to read "Laurie".

Laurie Krause Jacobi

Bookkeeper

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

TISHER CONSTRUCTION, LLC

315 SEWARD AVE SITKA AK 99835

owned by

TISHER CONSTRUCTION, LLC

is licensed by the department to conduct business for the period

July 20, 2016 through December 31, 2016
for the following line of business:

23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick
Commissioner



750 K

After Recording Return To:
Municipal Clerk
City and Borough of Sitka, Alaska
100 Lincoln Street
Sitka, Alaska 99835

**CONSENT TO ASSIGNMENT OF AGREEMENT FOR
MATERIAL SALE AND/OR LEASE OF
MUNICIPALLY OWNED PROPERTY**

City and Borough of Sitka, Alaska ("CBS" or "Owner"), of 100 Lincoln Street, Sitka, Alaska 99835, entered into a AGREEMENT FOR MATERIAL SALE AND/OR LEASE OF MUNICIPALLY OWNED PROPERTY ("Agreement"), with Mick Tisher, Tisher Construction LLC, 315 Seward Street, Suite B, Sitka, Alaska 99835 ("Lessee"), Site 4 Revised as shown on the revised plan of the Granite Creek Lease Area 4 dated August 10, 2016; material site contains 6.13 acres more or less, on October 10, 2016. CBS confirms renewal under Section 1.B.2 and, therefore, the Agreement terminates on September 1, 2018.

Lessee has requested assignment of the Agreement to K & E Alaska, Inc. ("K & E" or "Assignee"), 102 Burkhart Street, Sitka, Alaska 99835.

CBS consents to the assignment of the Agreement to Assignee in accordance with Section IV (L) of the Agreement, with all rights, title, interest, obligations, and liabilities. Assignee shall be subject to all terms and conditions of the Contract, including any amendments.

In accordance with Section IV (L) of the Agreement regarding assignment, CBS has

**Consent To Assignment Of Contract between CBS and Tisher
Construction LLC, to K & E Alaska, Inc.**

been provided with all the terms of the proposed assignment and CBS hereby approves the assignment. The Lessee and Assignee warrant that the agreed upon Assignment makes no changes to the Agreement.

This Consent is contingent upon the following provisions occurring before any execution of this document:

1. Assignee is to provide the following documented proof as outlined in the Agreement:
 - a. Payment and issuance bonds required by the Agreement at Section II(A) & II(C) and
 - b. All insurances required by the Agreement a Section VI, to remain in effect and provide all required coverage without any gaps, including any warranties of services and material and against any claims as specified in the Agreement;
2. Assignee shall provide copies of any required licenses, permits, plans and certificates in order to perform under the Agreement; and
3. Assignee shall provide the name and address of the official contact of Assignee, who shall receive all future notices required by the Agreement.

This Consent is also based on the Assignee providing the following assurances by signing this Consent:

1. Assignee will be liable under the Agreement in accordance with Assignment;
2. Assignee affirms that they are legally bound by the Agreement and that it will comply with all the terms and conditions, contained in the Agreement;
3. Assignee agrees that they are liable to defend all, indemnify and hold harmless CBS pursuant to indemnity obligations set forth in the Liability and Indemnification at Section IV of the Agreement; and
4. Assignee agrees that they are liable to defend all, indemnify and hold harmless CBS pursuant to any claims, actions, or damages arising from this Consent.

Assignee shall also record and pay for the recording of this Consent.

**Consent To Assignment Of Contract between CBS and Tisher
Construction LLC, to K & E Alaska, Inc.**

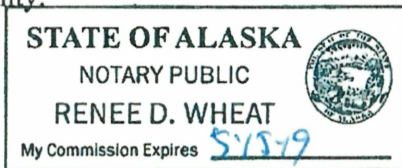
CITY AND BOROUGH OF SITKA, ALASKA

8/28/18
Date

[Signature]
By: P. Keith Brady
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 28th day of August, 2018, by P. Keith Brady, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.



Renee D. Wheat
Notary Public in and for the State of Alaska
My commission expires: 5-15-19

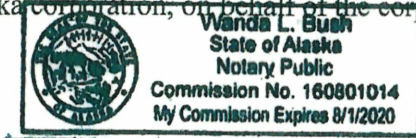
TISHER CONSTRUCTION, LLC

8-9-18
Date

[Signature]
By: Michael J. Tisher
Its: Owner, President

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledges before me this 9th day of August, 2018, by Michael J. Tisher, Owner/President of Tisher Construction, LLC, an Alaska corporation, on behalf of the corporation.



Wanda L. Bush
Notary Public in and for the State of Alaska
My commission expires: 8-1-2020

Consent To Assignment Of Contract between CBS and Tisher
Construction LLC, to K & E Alaska, Inc.

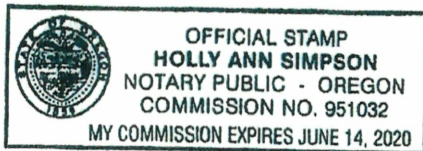
K & E ALASKA, INC.

August 27, 2018
Date

Kerry Kuenzi
By: Kerry Kuenzi
Its: President

STATE OF OREGON)
) ss.
COUNTY OF Marion)

The foregoing instrument was acknowledges before me this 27 day of August, 2018, by Kerry Kuenzi, President of K & E Alaska, Inc., an Oregon corporation registered to do business in Alaska, Alaska entity Number 10058141, on behalf of the corporation.



Holly Ann Simpson
Notary in and for the State of Oregon
My commission expires: June 14, 2020

Consent To Assignment Of Contract between CBS and Tisher
Construction LLC, to K & E Alaska, Inc.

730K

**EXTENSION OF AGREEMENT BETWEEN
CITY AND BOROUGH OF SITKA AND
K&E ALASKA, INC.
REGARDING AGREEMENT FOR MATERIAL SALE
AND/OR LEASE OF MUNICIPALLY OWNED PROPERTY**

City and Borough of Sitka, Alaska ("CBS"), of 100 Lincoln Street, Sitka, Alaska 99835, and K&E Alaska, Inc. ("K&E"), 3871 Langley Street SE, Salem, Oregon 97317, agree to extend the Agreement For Material Sale And/ Or Lease Of Municipally Owned Property between CBS and K&E (the "Agreement") dated September 1, 2016. The Parties consent to extend the Agreement for the second of two one-year extension periods allowed by Section I.B.3 of the Agreement. The extended term will expire on September 1, 2019. No further extensions are authorized under the Agreement.

CBS agrees to waive the yearly anniversary quarry cross section required by Section III.B.2, for September 1, 2017 and September 1, 2018. The final cross section shall be due at the end of this extension, September 1, 2019.

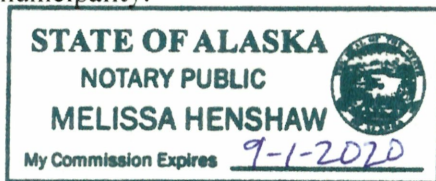
All terms and conditions set out in the original Agreement remains in effect during this extension period. This Extension was agreed to on August 6, 2019

CITY AND BOROUGH OF SITKA, ALASKA

P. Keith Brady Acting Interim Administrator
By: P. Keith Brady
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 6th day of August, 2019, by P. Keith Brady, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.



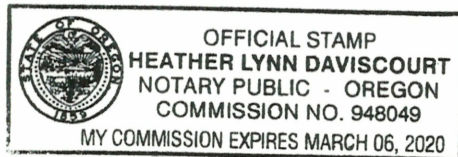
Melissa Henshaw
Notary Public in and for the State of Alaska
My commission expires: 9-1-2020

K&E ALASKA, INC.

Kerry Kuenzi
By: Kerry Kuenzi
Its: President

STATE OF OREGON)
) ss.
COUNTY OF Marion)

The foregoing instrument was acknowledges before me this 26 day of July, 2019, by Kerry Kuenzi, President of K & E Alaska, Inc., an Oregon corporation registered to do business in Alaska, Alaska Entity Number 10058141, on behalf of the corporation.



Heather L Davis Court
Notary in and for the State of Oregon
My commission expires: March 6, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LaPorte & Associates, Inc. 5515 SE Milwaukie Avenue Portland OR 97202	CONTACT NAME: Kelli Orleck PHONE (A/C, No, Ext): 503-239-4116 FAX (A/C, No): 503-231-9021 E-MAIL ADDRESS: korleck@laporte-insurance.com
INSURED K & E Alaska, Inc. 102 Burkhart Street Sitka AK 99835	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins Company INSURER B: Navigators Insurance Company INSURER C: Alaska National Ins Co INSURER D: Cincinnati Insurance Company INSURER E: Berkley Insurance Company INSURER F:
	NAIC # 16535 42307 38733 10677 32603

COVERAGES

CERTIFICATE NUMBER: 1171869654

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO011623305	10/1/2020	10/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 WA Stop Gap \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP011623205	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CH20EXC871816IC	10/1/2020	10/1/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	Y N/A	20JWS11448	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability - 2nd layer Professional Liability Pollution Liability	Y N Y	Y Y Y	EXS0553200 PCAB50128441020	10/1/2020 10/1/2020	10/1/2021 10/1/2021	Occurrence/Agg.; Ded. \$4M/\$4M; \$0 Occurrence/Agg.; Ded. \$5M/\$10M; \$25k ea. Occurrence/Agg.; Ded. \$5M/\$5M; \$10k ea.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Excluded Partners: Eric Kuenzi, John Kuenzi and Kerry Kuenzi. Excess Liability follows underlying policy forms, unless otherwise reflected on policy. Total General Liability limit, including Excess Liability layers is: \$11,000,000 per occurrence; \$13,000,000 aggregate. See attached endorsement forms.

Lease Lot 4, Material Sale. Certificate holder is an additional insured.

CERTIFICATE HOLDER

CANCELLATION

City and Borough of Sitka
100 Lincoln St.
Sitka AK 99835
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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