



# City and Borough of Sitka

100 Lincoln Street Sitka, Alaska 99835

*Coast Guard City, USA*

## MEMORANDUM

**To:** Mark Gorman, Municipal Administrator  
Mayor McConnell and Members of the Assembly

**From:** Wells Williams, Planning Director

**Subject:** Ordinance 2014-29

**Date:** August 5, 2014

Ordinance 2014-29 is on the Assembly agenda authorizing the extension of the lease of the parcel for the White Elephant Shop an additional thirty years.

The lease, for the municipally owned lot underneath the White E thrift shop, is currently scheduled to expire in November of 2016. The organization is considering making improvements to the building so they have requested an extension before they make major investments in the structure.

The property is zoned R-1. Any expansion of the thrift shop itself will go through the conditional use process.

The existing lease appears to go back, in numerous iterations, several decades. The procedures that were followed in previous extensions are unclear. As a result, the Planning Office drafted ordinance 2014-29 to formalize the lease extension.

Thank you.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2014 - 29

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA, ALASKA  
AUTHORIZING THE EXTENSION OF THE LEASE OF THE LAND AT 323 SEWARD  
STREET TO NOVEMBER 1, 2046 TO WHITE ELEPHANT SHOP, INC.

1. **CLASSIFICATION.** This ordinance is not of a permanent nature and is not intended to become a part of the Sitka General Code.

2. **SEVERABILITY.** If any provision of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and application thereof to any person or circumstances shall not be affected thereby.

3. **PURPOSE.** The purpose of this ordinance is to facilitate the continued lease of the land underneath the White Elephant thrift shop for an additional thirty years. The City and Borough Assembly recognizes the considerable contributions the organization makes to the community through the revenues from the thrift store. The extension of the lease would provide an additional degree of certainty, encourage building improvements on the site, and further assist the special community asset known as the White E.

4. **ENACTMENT.** NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka.

A. The leasing of approximately the 10,000 square foot parcel known as a Portion of Lots 7, 8, C9, and C10 of Block 8 of US Survey to White Elephant Shop Inc. is hereby authorized with the following terms:

- 1) The parcel is valued at \$116,000.
- 2) The annual lease payments shall be \$1.00 a year consistent with the current lease.
- 3) The lease shall expire on November 1, 2046 which represents a thirty year extension of the lease that would otherwise expire on November 1, 2016.
- 4) The lease may be extended after November 1, 2046 for two five year increments by simple motion of the City and Borough Assembly.

B. The Administrator is authorized to execute a lease document consistent with the terms of this ordinance, SGC Title 18 that governs municipal leases, and, existing municipal policies.

5. **EFFECTIVE DATE.** This ordinance shall become effective on the day after the date of its passage.

**PASSED, APPROVED, AND ADOPTED** by the Assembly of the City and Borough of Sitka, Alaska this 23<sup>rd</sup> day of September 2014.

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**ATTEST:**

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Colleen Ingman MMC,  
Municipal Clerk

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Mim McConnell, Mayor

**Sitka White Elephant Shop, Inc.**  
323 Seward St. P.O. Box 6571  
Sitka, Alaska 99835  
907 747 3430

City/Borough of Sitka  
100 Lincoln St  
Sitka, AK 99835  
ATTN: Mark Gorman, City Administrator

July 15, 2014

RE: The Sitka White Elephant Shop, Inc. Lease Renewal

Dear Mr. Gorman:

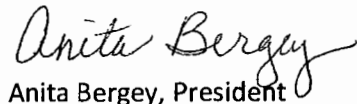
The Sitka White Elephant Shop (WES) lease is due to expire November 2016. Per our lease, the Board of Directors submit this letter as a formal request for a lease renewal at this time. We are happy to have shared a (nearly) 50 year partnership with the City of Sitka, and look forward to many more years, working to serve Sitkans in need. Each lease in the past (since 1966), has been for a ten year period and *"At the option of the lessee, given in writing not less than 90 days prior to the expiration of this lease shall be extended for another ten years"* (per the original lease agreement). We would request a minimum of ten years but would prefer a 20-30 year lease, as it becomes more necessary to invest in infrastructure. In order for the Board of Directors to plan more effectively for the future we request a renewal at this time.

As you know, Sitka is one of the few first class cities to lack a department of health and social services. As it happened, groups such as the Sitka WES have stepped in to provide that support that would otherwise fall on the City and the community. Please see our attached list of the charities we have contributed to over the years. As you know, we serve an essential part of serving those in need such as emergencies from house or boat fires, and affordable clothes and household goods for Sitka's families.

The WES will continue to develop a sustainable plan that serves Sitkans and maintains the value of volunteerism and donations for charity. The WES is clearly a central institution to Sitkans, and we are aware that the community relies on continued services through our agency.

We look forward to working with you in the same historic tradition of a strong partnership and good faith in all of our past exchanges. Thank you so much for your timely response. Please feel free to contact us for a meeting or additional information.

Respectfully,

  
Anita Bergay, President

**Sitka White Elephant Shop Inc.**

The following are the dollar amounts given to organizations. Some are over a period of several years and some just one year. This from 1992 through 2014, for 23 years.

	Years	
Art Change, Inc		500.00
Babies & Books	12	7,950.00
Baranof Elementary-1 <sup>st</sup> grade books	17	30,830.00
Baranof & Keet Gooshi Heen-Breakfast	10	14,500.00
Betty Eliason Child Care Center	14	31,500.00
Brave Heart	14	81,400.00
Coast Guard Spouses Assoc.		265.00
Kattleson Library	19	34,700.00
Mt Edgecumbe Preschool	21	46,430.00
Operation Starfish		500.00
Sheldon Jackson Child Care Center	7	20,300.00
Sitka Community School-SCORE & School	20	92,200.00
Sitka Counseling & Prevention Services	17	55,300.00
Sitka Fine Arts Camp	17	40,750.00
Sitka Head Start		4,285.00
Sitka Sound Science Center		2,200.00
Sitka Youth Court		200.00
Sitkans Against Family Violence	22	42,280.00
SAIL	8	14,400.00
Swan Lake Senior Center	23	126,888.00
Three to Five Preschool	14	56,300.00
Ventures	11	28,200.00
Youth Advocates		25,448.00
Sitka Holiday Dinners		3,200.00
Easter Group		3,500.00
Young Life		10,300.00
Big Brother/Big Sister	8	20,350.00
Hames Center		3,000.00
Keet Art& Intn'l Fair		2,250.00
A M S E A		8,000.00
Chess Club		1,000.00

Y A B A H		3,000.00
Pacific High School		11,620.00
Raven Radio		750.00
Salvation Army		1,050.00
S T A		2,050.00
Alice Machesney Bike Rack		100.00
Sitka Bicycle		1,900.00
Girl Scouts		1,745.00
Tlingit & Haida Parents		500.00
Sitka Skippers		1,550.00
Sitka High Art Class		100.00
Sitka High School Student Council		500.00
SE Enrichment Resource		2,000.00
SE AK Indian Cultural Center		1,000.00
Center for Community	14	56,200.00
Mt Edgecumbe FTA	12	16,700.00
N A T I V E	10	15,500.00
Pioneer Home		2,519.99
Sitka Cancer Survivors		2,800.00
Sitka Community Hospital Foundation		6,100.00
SE AK Women in Fisheries		4,500.00
SE Enrichment Center		4,000.00
Super Saturdays		18,150.00
A N B		2,000.00
Kimsham Ball fields		5,000.00
Friends of Sitka Health Center		5,803.00
N A C O P		5,000.00
SEARHC Daycare		500.00
Sitka Historical Society		1,000.00
Sitka Volunteer Fire Dept		12,500.00
Performing Art Center		500.00
Sitka Community Hospital Auxiliary		2,050.00
AK Marine Safety		525.00
Pregnancy Aid		2,550.00
Sitka Community Hospital		4,200.00
Sitka Home School		200.00
SEREMS		4,000.00
Marine Mural Project		300.00
Baranof Playground		10,000.00

AK Net/Domestic Violence	500.00
Civil Air Patrol	2,000.00
Chamber of commerce	2,000.00
Sitka Adult Education UAS	400.00
UAS Adult Education	4,310.00
Baby Quilt Project	1,000.00
SEARHC Patient Activities	250.00
Sitka Parent Network	700.00
Sitka Safe Start Initiative	1,569.00
Community Involved Policing Unit	500.00
Stratton Library	3,004.00
Sitka Teen Center	14,745.00
SE AK Native Women	200.00
SHS Girls Fast Pitch Softball	500.00
Community Band	500.00
PARENTS	3,600.00
Pioneer Home Auxiliary	1,000.00
AK Raptor Center	750.00
Sitka Friends of Dance	500.00
SART	1,500.00
NAEYC	500.00
Santa's Helpers	200.00
Sitka Safety Net	1,550.00
AK Center Adaptive Technology	2,000.00
Easter Seal Society	1,000.00
Special Ed Sitka Schools	1,800.00
Baranof Barracudas	300.00
Sitka Explorers 4H club	500.00
Alaska Health Fair	200.00
SEARHC CDU	169.99
JV Softball	500.00
Sitka Little League	3,000.00
Sitka Physically Challenged	500.00
Blatchley Discovery Week	2,000.00
Greater Sitka Arts Council	600.00
Sitka Conservation Society	3,150.00
Sitka School Elementary Counseling	2,800.00

**Total**

**1,079,686.98**

*Individual Assist* 121,500.19  
1,201,197.07

**SITKA WHITE ELEPHANT SHOP INCORPORATED  
LEASE EXTENSION AND RENEWAL**

This lease extension is between the City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 hereinafter LESSOR and Sitka White Elephant Shop Incorporated, P.O. Box 6571, Sitka, Alaska 99835, a non-profit corporation, successor to Sitka-Mt. Edgecumbe Chapter Inc. Of Alaska Crippled Childrens Assn., hereinafter LESSEE.

**WHEREAS**, On October 19, 1966 Lessor and Lessee entered into a "Lease" for the property commonly known as 323 Seward Street, more specifically described in the Lease and its extensions; and

**WHEREAS**, The lease was extended on April 24, 1969, October 24, 1976, April 23, 1996 and November 1, 2006; and

**WHEREAS**, The present lease is to terminate November 1, 2016; and

**WHEREAS**, Lessor and Lessee wish to extend the lease until November 1, 2046 which is a thirty (30) year extension for purposes of aiding Lessee, White Elephant Shop Incorporated, a non-profit, in securing funding for making improvements to the shop.

**NOW THEREFORE**, in consideration of the above premises and in consideration of the mutual promises contained below and in the Lease and its previous extensions, the parties agree as follows:

1. TERM: The term of the Lease is extended until November 1, 2046
2. PREMISES: The property covered by the Lease is 323 Seward Street, as more specifically described in the original lease and its extensions.
3. CONDITIONS: All other conditions and terms of the Lease and its extensions shall remain in full force and effect, subject to the following amendments:
  - a. The yearly rent shall be \$1.00. Subject to adjustment as previously provided in the Lease.
  - b. Paragraph 5 is amended to increase the minimum amount of general liability to \$500,000 and to require that Lessor be included as a named insured.
  - c. If at any time Lessee ceases to operate on these premises as a non-profit, Lessor reserves the right, upon thirty (30) days notice, to terminate this lease and will be entitled to possession of all leasehold improvements.
  - d. Notice shall be given to the addresses noted above.



4. DEFAULT: Failure by Lessee to comply any term or condition of the Lease or its extension shall be cause for termination if such failure continues after thirty days written notice by Lessor.

**WHITE ELEPHANT SHOP, INC.**

**CITY AND BOROUGH OF SITKA**

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Mark Gorman, Municipal Administrator

**STATE OF ALASKA**                    )  
  ) ss.  
**FIRST JUDICIAL DISTRICT**    )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ on behalf of or as agent for, White Elephant Shop Incorporated, whose identity are personally known to me or proved to me on the basis of satisfactory evidence, signed 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: \_\_\_\_\_

**STATE OF ALASKA**                    )  
  ) ss.  
**FIRST JUDICIAL DISTRICT**    )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, 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: \_\_\_\_\_

# LEASE EXTENSION AND RENEWAL

This lease extension is between the City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 hereinafter LESSOR and Sitka White Elephant Shop Incorporated, P.O. Box 553, Sitka, Alaska 99835, a non-profit corporation, successor to Sitka-Mt. Edgecumbe Chapter Inc. Of Alaska Crippled Children's Assn., hereinafter LESSEE.

WHEREAS, on October 19, 1966, Lessor and Lessee entered into a lease for the property commonly known as 323 Seward Street, more specifically described in the lease and its extensions; and

WHEREAS, the lease was extended on April 24, 1969 and October 24, 1976; and

WHEREAS, the lease term, as extended, presently runs until November 1, 1996, and Lessor and Lessee wish to again extend the term.

NOW THEREFORE in consideration of the above premises and in consideration of the mutual promises contained below and in the lease and its previous extensions, the parties agree as follows:

1. TERM: The term of the lease is extended until November 1, 2006.
2. PREMISES: The property covered by the lease is 323 Seward Street, as more specifically described in the original lease and its extensions.
3. CONDITIONS: All other conditions and terms of the lease and its extensions shall remain in full force and effect, subject to the following amendments:
  - a. The yearly rental shall be \$1.00. Subject to adjustment as previously provided.
  - b. Paragraph 5 is amended to increase the minimum amount of general liability to \$500,000 and to require that Lessor be included as a named insured.
  - c. Notice shall be given to the addresses noted above.
4. DEFAULT: Failure by Lessee to comply any term or condition of the lease or its extension shall be cause for termination if such failure continues after thirty days written notice by Lessor.

DATED this 23 day of April, 1996.

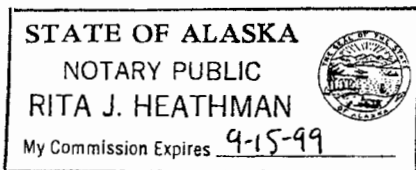
*Jeanette Nelson*  
 \_\_\_\_\_  
 Board of Directors  
 White Elephant Shop Incorporated  
 P.O. Box 553  
 Sitka, Alaska 99835

*Gary L. Faxton*  
 \_\_\_\_\_  
 Gary L. Faxton, Administrator  
 City and Borough of Sitka  
 100 Lincoln Street  
 Sitka, Alaska 99835

STATE OF ALASKA                    )  
  )ss.           MUNICIPAL ACKNOWLEDGMENT  
FIRST JUDICIAL DISTRICT        )

THIS CERTIFIES that on the 23<sup>rd</sup> day of April, 1996, before me, a Notary Public in and for the State of Alaska, personally appeared GARY L. PAXTON, to me know and known to me to be the person whose name is subscribed to the foregoing lease and after being first duly sworn according to law, he stated to me under oath that he is the Administrator of the City and Borough of Sitka, Alaska, a corporation organized under the laws of the State of Alaska, that he has been authorized by said corporation to execute the foregoing lease on its behalf and he executed the same freely and voluntarily as the free act and deed of said corporation.

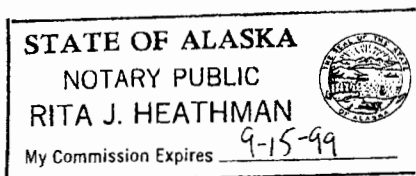
WITNESS my hand and official seal the day and year in this certificate first above written.



Rita J. Heathman  
Notary Public for Alaska  
My Commission expires: 9-15-99

STATE OF ALASKA                    )  
  )ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 23<sup>rd</sup> day of April, 1996, before me the undersigned, a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Janette Nelson, to me known to be the person who executed the above and foregoing instrument, and acknowledged to me that he/she signed and sealed the same freely and voluntarily.



Rita J. Heathman  
Notary Public for Alaska  
My Commission expires: 9-15-99

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LEASE EXTENSION AND RENEWAL

This lease extension, made this 25th day of October 1976

between the

CITY AND BOROUGH OF SITKA

successor to the City of Sitka, Box 79, Sitka, Alaska, hereinafter called the Lessor, and

SITKA - MT. EDGE CUMBE CHAPTER, INC.

of

ALASKA CRIPPLED CHILDREN'S ASSN.,

a non-profit corporation with a mailing address of Box 377, Sitka, Alaska, hereinafter called the Lessee,

WITNESSETH:

It is mutually agreed between the parties that the lease made on the 19th day of October, 1966, as extended by the lease extension of April 24, 1969, by and between the parties hereto concerning the premises described herein, is confirmed in every respect, except that this renewal is to terminate November 1, 1996.

The monthly rental for this renewal period shall be \$300.00 per annum. All other conditions and terms of the original 1966 lease shall remain in effect with the exception that any further extension or renewal shall be at the sole option of lessor.

The property leased is described as follows:

All of Lot 7 and that fractional part of Lots 8, C-9 and C-10 of Block 8, U. S. Survey 1474, Tract A, Townsite of Sitka, Alaska, more fully described as:

Beginning at the most southerly corner of Lot 7, Block 8, as Corner No. 1 of this description; thence N 46° 45' E along the northerly line of Seward Street, 106.62 feet to Corner No. 2; thence N 28° 14' W, 94.54 feet to Corner No. 3; said corner being identical with Corner No. 4 of deed description in Book 18, Page 161, Record of Deeds, recorded in the office of the Magistrate, Ex-Officio Recorder, Sitka, Alaska; thence S 55° 50' W, 97.32 feet to Corner No. 4; thence S 19° 02' 30" E, 49.99 feet to Corner No. 5; thence S 29° 53' E, 62.80 feet to Corner No. 1, the true point of beginning, containing 10,559 square feet of area.

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The above-described parcel is subject to a 20-foot easement for access purposes lying parallel with the easterly boundary of the above-described tract.

IN TESTIMONY WHEREOF, the said parties have set their hands and seals on the day and year first above written in this instrument.

CITY AND BOROUGH OF SITKA, ALASKA

By: *Fermin Gutierrez*  
Fermin Gutierrez,  
Administrator

ATTEST:

*Myrtle V. Flynn*  
Myrtle V. Flynn, Municipal Clerk.

CORPORATE ACKNOWLEDGEMENT

UNITED STATES OF AMERICA )  
STATE OF ALASKA ) ss.

THIS IS TO CERTIFY that on this 25 day of October 1976, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared FERMIN GUTIERREZ, Administrator, and MYRTLE V. FLYNN, Municipal Clerk, to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned and that they are familiar with the Seal of the City and Borough of Sitka, Alaska, and their authority to execute the above instrument is recorded in the Minutes of the Assembly meeting of the City and Borough of Sitka, Alaska, Book 4, Page 14, and that the seal affixed thereto is the seal of the City and Borough of Sitka, Alaska.

WITNESS MY HAND AND OFFICIAL SEAL on the day and year in this certificate first above written.

*Perce S. Hallgren*  
Notary Public for Alaska.  
My Commission Expires: 10/14/78

L E A S E

THIS INDENTURE made this 19 day of Oct, 1966, between the CITY OF SITKA, ALASKA, a municipal corporation with the mailing address of Box 950, Sitka, Alaska, hereinafter called lessor and SITKA-MT. EDGE CUMBE CHAPTER, INC. OF ALASKA CRIPPLED CHILDREN'S ASSN., INC. a non-profit corporation with the mailing address of Box <sup>377</sup> ~~578~~ <sup>Sitka</sup> ~~Edgecumbe~~, Alaska, hereinafter called lessee.

PROPERTY LEASED

The lessor hereby demises and leases unto the lessee the following described tract of ground:

All of lot 7 and that fractional part of lots 8, C-9 and C-10 of Block 8, U.S. Survey 1474, Tract A, Townsite of Sitka, Alaska, more fully described as: Beginning at the most Southerly corner of lot 7, Block 8 as Corner No. 1 of this description; thence N 46°45' E along the northerly line of Seward St. 106.62 feet to Corner No. 2; thence N 28°14' W, 94.54 feet to Corner No. 3; said Corner No. 3 being identical with Corner No. 4 of deed description in Book 18, page 161, Record of Deeds, recorded in the Office of the Magistrate, Ex-officio recorder, Sitka, Alaska; thence S 55°50' W, 97.32 feet to Corner No. 4; thence S 19°02'30" E, 49.99 feet to Corner No. 5; thence S 29°53' E, 62.80 feet to Corner No. 1, the true point of beginning, containing 10,559 square feet or area.

The above described parcel is subject to a 20 foot easement for access purposes lying parallel with the Easterly boundary of the above described tract.

TERMS

To hold the premises hereby demised unto lessee, from the date of November 1, 1966, for a term of ten (10) years, the lessee pays therefor, THREE HUNDRED DOLLARS (\$300.00) annyally, payable in advance. Receipt of the first year's rental is acknowledged by the execution of this lease.

At the option of the lessee, given in writing not less than 90 days prior to the expiration of this lease shall be extended for another 10 years.

The annual rental is subject to adjustment at the time of such extension provided the appraised value of the adjoining property and property immediately across the street from the adjoining property (if any) has changed more than 25% during the previous 10 year period. Should said annual rental be subject to adjustment it shall be proportional to the average of the

appraised value of said adjoining property and that across the street from it at the time of the lease execution as compared with the said value at the time of modification. Request for lease modification may come from either party hereto.

CONDITIONS AND COVENANTS

The following conditions and covenants are mutually agreed to between the parties:

1. Lessee has no authority to incur liens or order materials on lessor's account and this provision shall be deemed a notice to third parties of non-responsibility on the part of the City for any such liens.

2. Any improvements to the premises made by lessee may be removed prior to or at the termination of lease, or within 90 days thereafter. If not removed, lessor shall have the option of keeping the improvements as its own or removing same from the premises, charging the costs thereof against the lessee.

3. The lessee may not assign this lease or underlet the said premises without written consent of lessor. Lessee may sublet small portions of improved space without obtaining further consent.

4. The lessor or his agents may at reasonable times, enter upon said premises to examine the condition of same.

5. Lessee agrees to save the lessor harmless (1) from any liability by reason of personal injury to any person or persons on or about the said premises; (2) from any liability of any sort caused by the lessor's negligence. Lessee shall furnish lessor evidence of public liability insurance in effect in the minimum amount of \$ 50,000.00.

6. Any notices to either party shall be mailed to the party named in the first paragraph herein unless written notice is given to the other party by the party changing its address to the other party.

IN TESTIMONY WHEREOF the said parties have hereunto set their hands and seals on the day and year first above written in this instrument.

*Handwritten notes:*  
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CITY OF SITKA, ALASKA

by: John W. Bonnell  
Mayor

ATTEST:

Margaret B. Edlough  
City Clerk

SITKA - MT. EDGE CUMBE CHAPTER, INC.  
of ALASKA CRIPPLED CHILDREN'S ASSN. INC.

by: Jim M. Ray  
President

ATTEST:

Anna Louise Pellett  
Secretary



CORPORATE ACKNOWLEDGEMENT

STATE OF ALASKA )  
                  ) ss.  
CITY OF SITKA    )

THIS CERTIFIES that on this 13<sup>th</sup> day of October,  
1966, before me, a Notary Public in and for the State of Alaska,  
personally appeared JOHN W. O'CONNELL and MARGARET B. FEDOROFF, to me  
known and known to me to be the persons whose names are subscribed to the  
foregoing deed, and after being first duly sworn according to law they  
stated to me under oath that they are the Mayor and City Clerk respectively  
of the City of Sitka, Alaska, a corporation organized under the laws of  
Alaska, that they have been authorized by said corporation to execute the  
foregoing deed on its behalf and they executed the same freely and volun-  
tarily as the free act and deed of said corporation.

WITNESS my hand and official seal the day and year in this  
certificate first above written.

Melinda L. Bidelonef  
Notary Public for Alaska  
My commission expires Oct 12, 1968

UNITED STATES OF AMERICA )  
 ) ss. CORPORATE ACKNOWLEDGEMENT  
STATE OF ALASKA )

On this 20<sup>th</sup> day of Oct., 1966, before me, a

Notary Public for the State of Alaska, personally appeared Doris M.

Sengebrough and Anna Louise Pellett  
to me known, who, being by me duly sworn, each for himself and not one

for the other, did depose and say that he resides at Sitka, Alaska, and

that Doris M. Sengebrough is the president of Sitka-NE Electric

Cooperative, Inc. of A.C.A. Co., Inc. and that Anna Louise Pellett  
is the secretary of the same

Corporation, of Sitka, Alaska

in the foregoing indenture named, and the seal thereto affixed is the seal

of the Corporation, and was so affixed by the authority of said Board, and

that by like authority they signed the same as president and secretary;

and they acknowledge the execution of said instrument to be the free

and voluntary act and deed of said Corporation by them, as president

and secretary, aforesaid, voluntarily done and executed.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal the day and year in this certificate first above  
written.

Frank M. Edwards  
Notary Public for Alaska  
My commission expires: 3-22-68

Warren C. Christianson  
Attorney at Law  
Box 4  
Sitka, Alaska

LEASE EXTENSION

THIS LEASE EXTENSION, made this <sup>th</sup> 24 day of ~~March~~ *April*, 1969, between the City of Sitka, Alaska, a municipal corporation, with a mailing address of P. O. Box 950, Sitka, Alaska, hereinafter called the Lessor and Sitka-Mt. Edgecumbe Chapter, Inc. of Alaska Crippled Children's Assn., Inc., a non-profit corporation with a mailing address of P. O. Box 578, Mt. Edgecumbe, Alaska, hereinafter called the Lessee.

It is mutually agreed between the parties that the Lease made on the 19th day of October, 1966, by and between the parties hereto, concerning the premises described herein, is hereby confirmed in every respect, except that said Lease is to terminate on November 1, 1986, instead of November 1, 1976, as provided in the original Lease. All other conditions and terms of said Lease shall remain in full force and effect.

The property leased is as follows:

All of lot 7 and that fractional part of lots 8, C-9 and C-10 of Block 8, U.S. Survey 1474, Tract A, Townsite of Sitka, Alaska, more fully described as: Beginning at the most Southerly corner of lot 7, Block 8 as Corner No. 1 of this description; thence N 46°45' E along the northerly line of Seward St. 106.62 feet to Corner No. 2; thence N 28°14' W, 94.54 feet to Corner No. 3; said corner being identical with Corner No. 4 of deed description in Book 18, page 161, Record of Deeds, recorded in the Office of the Magistrate, Ex-officio recorder, Sitka, Alaska; thence S 55°50' W, 97.32 feet to Corner No. 4; thence S 19°02'30" E, 49.99 feet to Corner No. 5; thence S 29°53' E, 62.80 feet to Corner No. 1, the true point of beginning, containing 10,559 square feet or area.

The above described parcel is subject to a 20 foot easement for access purposes lying parallel with the Easterly boundary of the above described tract.

In testimony whereof, the said parties have set their hands and seals on the day and year first above written in this instrument.

CITY OF SITKA, ALASKA

BY: Les Shepard  
Mayor

ATTEST:

Margaret B. Federoff  
City Clerk

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA) ) ss.  
STATE OF ALASKA )

THIS IS TO CERTIFY that on this 25 day of March, 1969, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared LES SHEPARD, Mayor, and MARGARET B. FEDEROFF, City Clerk, to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned and that they are familiar with the Seal of the City of Sitka, Alaska, and their authority to execute the above instrument is recorded in Minutes of the Council of the City of Sitka, Alaska, Book 6, page 229, and that the seal affixed thereto is the seal of the City of Sitka, Alaska.

WITNESS my hand and official seal the day and year in this certificate first above written.

Ray W. Hill  
Notary Public for Alaska  
My commission expires: 8/15/72

SITKA-MT. EDGE CUMBE CHAPTER,  
INC. of ALASKA CRIPPLED  
CHILDREN'S ASSN., INC.

BY: Esther Middleton  
President

ATTEST:

Anna Louise Pellett  
Secretary

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA )  
 ) ss.  
STATE OF ALASKA )

THIS IS TO CERTIFY that on the 24<sup>th</sup> day of ~~March~~ <sup>April</sup>, 1969, before me the undersigned, a Notary Public, duly commissioned and sworn as such, personally appeared Esther Middleton and Anna Louise Pellett of SITKA-MT. EDGE CUMBE CHAPTER, INC. of ALASKA CRIPPLED CHILDREN'S ASSN., INC. a corporation organized under the laws of the State of Alaska, to me known to be the agents of said corporation, and acknowledged that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said Esther Middleton and Anna Louise Pellett, acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24 day of ~~March~~, 1969.

gus

[Signature]  
Notary Public for Alaska  
My commission expires: 5/27/78



# City and Borough of Sitka

100 Lincoln Street Sitka, Alaska 99835

*Coast Guard City, USA*

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## Notice of Public Hearings

The Assembly of the City and Borough of Sitka will hold a public hearing during a regular meeting scheduled Tuesday, September 23, 2014 on the following items:

**Public hearing and consideration of a lease extension for the White Elephant Shop located at 323 Seward Street. The request is for a lease extension of thirty (30) years. The applicant is Anita Bergey for the White Elephant Shop.**

The Assembly may take action on September 23, 2014. The Assembly meeting will begin at 6:00 pm in Harrigan Centennial Hall at 330 Harbor Drive in Sitka.

Interested residents are encouraged to make comments during the meeting and written comments can be submitted to the Municipal Clerk at 100 Lincoln Street.

U.S. RESERVE  
U.S. RESERVE  
210 SEWARD ST  
SITKA AK 99835

SITKA HERITAGE PROPERTIES, LLC  
APARTMENT, THE  
SITKA HERITAGE PROPERTIES, LLC  
1 MAKSOUTOFF ST  
SITKA AK 99835

KCCR PROPERTIES, LLC  
KCCR PROPERTIES, LLC  
P.O. BOX 614  
SITKA AK 99835

TELEPHONE UTILITIES OF NORTHLAND  
ATTN: TAX DEPT.  
TELEPHONE UTILITIES OF NORTHLAND  
600 TELEPHONE AVE, MS#8  
ANCHORAGE AK 99503

DOCK STREET BLDG. CORP.  
DOCK STREET BLDG. CORP.  
P.O. BOX 7920  
KETCHIKAN AK 99901

MICHAEL FINN  
FINN, MICHAEL, K.  
116 KNUTSON DR  
SITKA AK 99835

HEATH/G./CANDI  
BARGER/CHAMBERS/BARGER  
BARGER, HEATH, CHAMBERS, G. &  
BARGER, C.  
P.O. BOX 365  
SITKA AK 99835

SHEE ATIKA HOLDINGS LINCOLN ST, LLC  
SHEE ATIKA HOLDINGS LINC. ST, LLC  
315 LINCOLN ST, #300  
SITKA AK 99835

JAMES & JOYCE MARTIN JOINT LIVING  
TRUST  
MARTIN, JAMES, E./JOYCE, M.  
830 FRANKTON RD  
HOOD RIVER OR 97031

SNOWDEN GROUP, LLC  
SNOWDEN GROUP, LLC  
P.O. BOX 178  
SITKA AK 99835

CHRISTOPHER BOWEN  
BOWEN, CHRISTOPHER, S.  
310 MARINE ST  
SITKA AK 99835

LOYAL ORDER OF MOOSE, INC.  
LOYAL ORDER OF MOOSE  
337 LINCOLN ST.  
SITKA AK 99835

KAREN LUCAS  
LUCAS, KAREN  
218 OBSERVATORY ST  
SITKA AK 99835

DARRYL/BERNADET REHKOPF/RASMUSSEN  
REHKOPF, DARRYL/RASMUSSEN,  
BERNADETTE  
210 OBSERVATORY ST  
SITKA AK 99835

BARNABY/C.A. DOW/MARIE  
DOW, BARNABY & MARIE, CHRISTINE A  
6537 17TH AVE NE  
SEATTLE WA 98115

BRYAN/DANA HOWEY/JORGENSEN-HOWEY  
HOWEY, BRYAN & JORGENSEN-HOWEY,  
DANA  
P.O. BOX 506  
SITKA AK 99835

STEVEN/KARI FISH/JOHNSON  
FISH, STEVEN, T./JOHNSON, KARI, L.  
P.O. BOX 6448  
SITKA AK 99835

ELIZABETH/GEORG KILKEARY/HARDISON, III  
KILKEARY, ELIZABETH & HARDISON,  
GEORGE  
305 SEWARD STREET  
SITKA AK 99835

S & C/ M & G SHAFFER TRUST/TISHER  
SHAFFER, ST./CA./ TISHER, MI/GL  
315 SEWARD ST  
SITKA AK 99835

DOROTHY/SHERRIE BREEDLOVE  
BREEDLOVE, DOROTHY, L./SHERRIE, L.  
319-B SEWARD ST.  
SITKA AK 99835

WHITE ELEPHANT SHOP, INC.  
WHITE ELEPHANT(BLDG ONLY)  
WHITE ELEPHANT SHOP, INC.  
323 SEWARD ST  
SITKA AK 99835

R. SCOTT/LAURA HARRIS/KRONSPERGER  
HARRIS, R. SCOTT/KRONSPERGER, LAURA,  
L.  
325 SEWARD ST  
SITKA AK 99835

SCOJO, LLC  
WESTMARK SITKA  
SCOJO, LLC  
330 SEWARD ST.  
SITKA AK 99835

**Assembly Mailing  
September 12, 2014**



# City and Borough of Sitka

100 Lincoln Street Sitka, Alaska 99835

*Coast Guard City, USA*

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## Notice of Public Hearings

The Assembly of the City and Borough of Sitka will hold a public hearing during a regular meeting scheduled Tuesday, September 9, 2014 on the following items:

**Public hearing and consideration of a lease extension for the White Elephant Shop located at 323 Seward Street. The request is for a lease extension of thirty (30) years. The applicant is Anita Bergey for the White Elephant Shop.**

First reading is September 9, 2014. The Assembly may take action on September 23, 2014.

The Assembly meeting will begin at 6:00 pm in Harrigan Centennial Hall at 330 Harbor Drive in Sitka.

Interested residents are encouraged to make comments during the meeting and written comments can be submitted to the Municipal Clerk at 100 Lincoln Street.



U.S. RESERVE  
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210 SEWARD ST  
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APARTMENT, THE  
SITKA HERITAGE PROPERTIES, LLC  
1 MAKSOUTOFF ST  
SITKA AK 99835

KCCR PROPERTIES, LLC  
KCCR PROPERTIES, LLC  
P.O. BOX 614  
SITKA AK 99835

TELEPHONE UTILITIES OF NORTHLAND  
ATTN: TAX DEPT.  
TELEPHONE UTILITIES OF NORTHLAND  
600 TELEPHONE AVE, MS#8  
ANCHORAGE AK 99503

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DOCK STREET BLDG. CORP.  
P.O. BOX 7920  
KETCHIKAN AK 99901

MICHAEL FINN  
FINN, MICHAEL, K.  
116 KNUTSON DR  
SITKA AK 99835

HEATH/G./CANDI  
BARGER/CHAMBERS/BARGER  
BARGER, HEATH, CHAMBERS, G. &  
BARGER, C.  
P.O. BOX 365  
SITKA AK 99835

SHEE ATIKA HOLDINGS LINCOLN ST, LLC  
SHEE ATIKA HOLDINGS LINC. ST, LLC  
315 LINCOLN ST, #300  
SITKA AK 99835

JAMES & JOYCE MARTIN JOINT LIVING  
TRUST  
MARTIN, JAMES, E./JOYCE, M.  
830 FRANKTON RD  
HOOD RIVER OR 97031

SNOWDEN GROUP, LLC  
SNOWDEN GROUP, LLC  
P.O. BOX 178  
SITKA AK 99835

CHRISTOPHER BOWEN  
BOWEN, CHRISTOPHER, S.  
310 MARINE ST  
SITKA AK 99835

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LOYAL ORDER OF MOOSE  
337 LINCOLN ST.  
SITKA AK 99835

KAREN LUCAS  
LUCAS, KAREN  
218 OBSERVATORY ST  
SITKA AK 99835

DARRYL/BERNADET REHKOPF/RASMUSSEN  
REHKOPF, DARRYL/RASMUSSEN,  
BERNADETTE  
210 OBSERVATORY ST  
SITKA AK 99835

BARNABY/C. A. DOW/MARIE  
DOW, BARNABY & MARIE, CHRISTINE A  
6537 17TH AVE NE  
SEATTLE WA 98115

BRYAN/DANA HOWEY/JORGENSEN-HOWEY  
HOWEY, BRYAN & JORGENSEN-HOWEY,  
DANA  
P.O. BOX 506  
SITKA AK 99835

STEVEN/KARI FISH/JOHNSON  
FISH, STEVEN, T./JOHNSON, KARI, L.  
P.O. BOX 6448  
SITKA AK 99835

ELIZABETH/GEORG KILKEARY/HARDISON,III  
KILKEARY, ELIZABETH & HARDISON,  
GEORGE  
305 SEWARD STREET  
SITKA AK 99835

S & C/ M & G SHAFFER TRUST/TISHER  
SHAFFER, ST./CA./ TISHER, MI/GL  
315 SEWARD ST  
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DOROTHY/SHERRIE BREEDLOVE  
BREEDLOVE, DOROTHY, L./SHERRIE, L.  
319-B SEWARD ST.  
SITKA AK 99835

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WHITE ELEPHANT(BLDG ONLY)  
WHITE ELEPHANT SHOP, INC.  
323 SEWARD ST  
SITKA AK 99835

R. SCOTT/LAURA HARRIS/KRONSPERGER  
HARRIS, R. SCOTT/KRONSPERGER, LAURA,  
L.  
325 SEWARD ST  
SITKA AK 99835

SCOJO, LLC  
WESTMARK SITKA  
SCOJO, LLC  
330 SEWARD ST.  
SITKA AK 99835

**Assembly Mailing  
September 2, 2014**



# City and Borough of Sitka

100 Lincoln Street Sitka, Alaska 99835

*Come Grow! City USA*

## Notice of Public Hearings

The Assembly of the City and Borough of Sitka will hold a public hearing during a regular meeting scheduled Tuesday, August 12, 2014 on the following items:

**Public hearing and consideration of a lease extension for the White Elephant Shop located at 323 Seward Street. The request is for a lease extension of thirty (30) years. The applicant is Anita Bergey for the White Elephant Shop.**

First reading is August 12, 2014. The Assembly may take action on August 26, 2014.

The Assembly meeting will begin at 6:00 pm in Harrigan Centennial Hall at 330 Harbor Drive in Sitka.

Interested residents are encouraged to make comments during the meeting and written comments can be submitted to the Municipal Clerk at 100 Lincoln Street.

U.S. RESERVE  
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210 SEWARD ST  
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SITKA HERITAGE PROPERTIES, LLC  
APARTMENT, THE  
SITKA HERITAGE PROPERTIES, LLC  
1 MAKSOUTOFF ST  
SITKA AK 99835

TELEPHONE UTILITIES OF NORTHLAND  
ATTN: TAX DEPT.  
TELEPHONE UTILITIES OF NORTHLAND  
600 TELEPHONE AVE, MS#8  
ANCHORAGE AK 99503

HEATH/G./CANDI  
BARGER/CHAMBERS/BARGER  
BARGER, HEATH, CHAMBERS, G. &  
BARGER, C.  
P.O. BOX 365  
SITKA AK 99835

SHEE ATIKA HOLDINGS LINCOLN ST, LLC  
SHEE ATIKA HOLDINGS LINC. ST, LLC  
315 LINCOLN ST, #300  
SITKA AK 99835

SNOWDEN GROUP, LLC  
SNOWDEN GROUP, LLC  
P.O. BOX 178  
SITKA AK 99835

SNOWDEN GROUP, LLC  
SNOWDEN GROUP, LLC  
P.O. BOX 178  
SITKA AK 99835

CHRISTOPHER BOWEN  
BOWEN, CHRISTOPHER, S.  
310 MARINE ST  
SITKA AK 99835

CRAIG/BRENDA SHOEMAKER  
SHOEMAKER, CRAIG, A./BRENDA, S.  
P.O. BOX 2174  
SITKA AK 99835

WILLIAM/IRENE FERGUSON  
FERGUSON, WILLIAM, G./IRENE, G.  
207 OBSERVATORY ST  
SITKA AK 99835

DORIK/CAROLYN MECHAU/SERVID  
MECHAU, DORIK/SERVID, CAROLYN  
P.O. BOX 2420  
SITKA AK 99835

WILLIAM/LIBBY STORTZ  
STORTZ, WILLIAM, A./LIBBY  
215 OBSERVATORY ST  
SITKA AK 99835

KAREN LUCAS  
LUCAS, KAREN, J.  
218 OBSERVATORY ST.  
SITKA AK 99835

OBSERVATORY, LLC  
OBSERVATORY, LLC  
P.O. BOX 1785  
SITKA AK 99835

RACHEL MYRON  
MYRON, RACHEL, E.  
P.O. BOX 53  
TENAKEE SPRINGS AK 99841

DARRYL/BERNADET REHKOPF/RASMUSSEN  
REHKOPF, DARRYL/RASMUSSEN,  
BERNADETTE  
210 OBSERVATORY ST  
SITKA AK 99835

BARNABY/C.A. DOW/MARIE  
DOW, BARNABY & MARIE, CHRISTINE A  
6537 17TH AVE NE  
SEATTLE WA 98115

BRYAN/DANA HOWEY/JORGENSEN-HOWEY  
HOWEY, BRYAN & JORGENSEN-HOWEY,  
DANA  
P.O. BOX 506  
SITKA AK 99835

STEVEN/KARI FISH/JOHNSON  
FISH, STEVEN, T./JOHNSON, KARI, L.  
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BREEDLOVE, DOROTHY, L./SHERRI, L.  
319 SEWARD ST, #B  
SITKA AK 99835

SCOJO, LLC  
WESTMARK SITKA  
SCOJO, LLC  
330 SEWARD ST.  
SITKA AK 99835

**Assembly Mailing  
August 1, 2014**

JAMES & JOYCE MARTIN JOINT LIVING  
TRUST  
MARTIN, JAMES, E./JOYCE, M.  
830 FRANKTON RD  
HOOD RIVER OR 97031

August 27, 2014,

Members of the Assembly and Mr. Gorman,

With respect to Ordinance Number 2014-29 and the proposed extension of the lease between the City of Sitka and the White Elephant Shop, Inc. ("The White E"), we would like to submit these comments for your consideration:

As residents of Sitka, we appreciate the contributions made by the White Elephant Shop to the community and various organizations throughout Sitka. We believe in the mission of the White E. but have a dilemma with regard to the following comments. In no way do we mean to imply any negativity toward them but rather simply state a problem that exists with the location of the business.

Contained within each of the lease agreements between the City and the White Elephant Shop is the statement "*The above described parcel is subject to a 20 foot easement for access purposes lying parallel with the easterly boundary of the above described tract.*"

This is our **only** problem with the White Elephant Shop. This easement is our driveway. The residents that live behind the Shop are put at odds with them because the easement is where the Shop's drop-off zone is. We, the residents behind the White E., have asked for help in mitigating the problem and have even taken our problems to them through an attorney. The true problem is the definition of "easement" and who has use of such space. To give credit where credit is due, the White E. has put effort into our concerns and, to a small degree; their "fixes" have an effect *for a while*.

Regardless of the mission of the White Elephant Shop, they are a retail store. They are the **ONLY** retail establishment along Seward Street without designated parking spaces. Under normal circumstances their customer base parks along the length of Seward Street, in all the available parking lots, in every yellow "no parking" spot and, often times, in the lane to our homes (the easement). When the Shop is not open it is very common for people to use the lane (easement) for the purpose of dropping things off or checking the contents of the trash can. **THE EASEMENT IS THE DROP-OFF POINT FOR THE SHOP.** When Seward Street was undergoing repair, we asked the City to provide curb relief on the other side of the Shop in hopes that the White E. would relocate the drop-off location. There is now curb relief but the White E is not willing to relocate this function. Perhaps this is part of the "improvements" they wish to make.

In closing, the use of this easement is not a minor inconvenience to us. It is an ongoing issue, and we feel that making a comment to you is warranted.

Thank you for your time and consideration on this matter. We remain willing to discuss the issues and wish to maintain a positive relationship with our neighbor.

Sincerely,

Scott Harris, Laura Kronsperger 325 Seward St, Dorothy Breedlove, 319 Seward St.