



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: Maegan Bosak, Planning and Community Development Director MB
Samantha Pierson, Planner I

Subject: Renewal of Lease of 323 Seward Street to White Elephant

Date: August 22, 2016

White Elephant has requested to renew the lease of land at 323 Seward Street from the City and Borough of Sitka. The Planning Department is processing this request in accordance with existing procedures. Following SGC, an ordinance is required to authorize the lease.

The land at 323 Seward Street has been leased to charitable organizations since 1966. These leases have been in 10-year increments. The White Elephant is requesting a 30-year lease renewal to allow for major investment and repairs to the building.

Representatives of the White Elephant requested a lease renewal in 2014. Neighbors raised concerns with White Elephant donors and patrons blocking the access easement that serves their homes. The Assembly did not renew the lease at the time, and requested that easement concerns be resolved before the renewal returned to the Assembly.

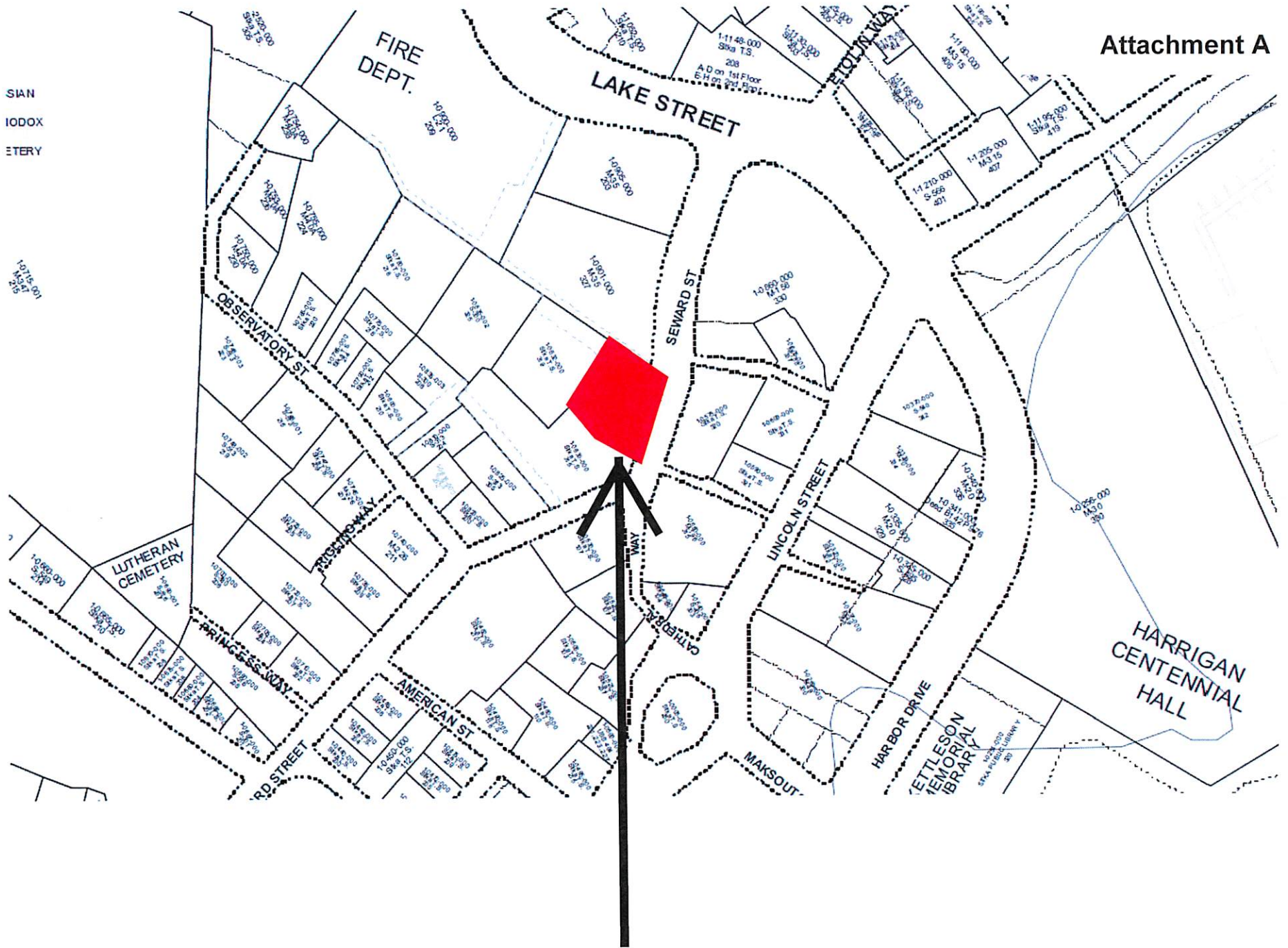
Planning staff worked with the White Elephant and adjacent neighbors to address problems and possible solutions. The White Elephant has since placed signage and newspaper ads to notify donors to drop off donations on the side of the building that is not adjacent to the easement. A staff visit concluded that appropriate changes have been made. No neighbors voiced concern at the August 16, 2016 Planning Commission meeting, and the Commission voted 4-0 to recommend that easement concerns had been resolved.

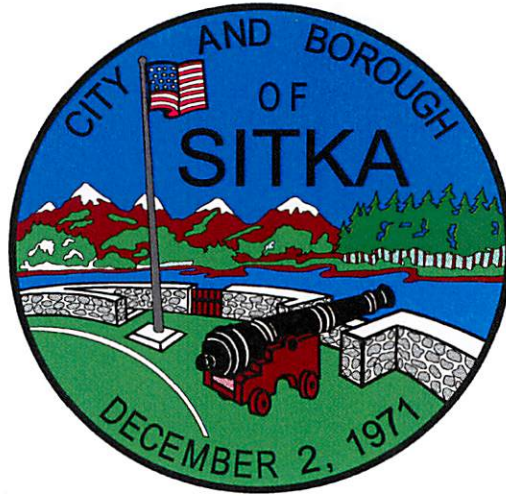
The land request is 10,559 square feet located at 323 Seward Street. The White Elephant owns the building that sits on the land. The applicant has requested a 30 year lease with two 5-year renewal periods.

The City Assessor, Wendy Lawrence, determined a fee simple assessed value of \$127,100.00. Previous leases have been for \$1 per year, and the applicants request that this continues to be the lease rate.

RECOMMENDED ACTION: Pass a motion granting approval of the lease of land at 323 Seward Street to White Elephant.

SIAN
DOOX
ETERY





LEASE AGREEMENT

BETWEEN

**THE
CITY AND BOROUGH OF SITKA**

AND

SITKA WHITE ELEPHANT SHOP INC.

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Exhibits

 Exhibit A – Description of the area leased

**LEASE AGREEMENT BETWEEN
CITY AND BOROUGH OF SITKA
AND SITKA WHITE ELEPHANT SHOP, INC.**

PREAMBLE

City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 ("CBS") and Sitka White Elephant Shop, Inc., an Alaskan nonprofit corporation, whose mailing address is PO Box 6571, Sitka, Alaska 99835 ("Tenant"), enter into this Lease Agreement Between City And Borough Of Sitka And Sitka White Elephant Shop, Inc. ("Lease"). This Lease consists of the Special Provisions, General Provisions, and the following attached Exhibit:

Exhibit A – Description of the area leased

SPECIAL PROVISIONS

ARTICLE I: LEASE, TERM OF LEASE, AND TERMINATION OF LEASE

Section 1.1 Conveyance of Estate in Lease.

CBS, for and in consideration of the Rents received and of the covenants and agreements made by Tenant, does lease to Tenant, and Tenant leases from CBS, the "Subject Property" as shown on Exhibit A. Exhibit A shows an approximately 10,559 square foot parcel located at 323 Seward Street in Sitka, Alaska for purposes of operating a thrift store.

Section 1.2 Lease Term.

The Lease term is for thirty (30) years and commences on November 1, 2016, and ends on November 1, 2046, unless sooner terminated or extended as provided in this Lease. The Lease term may be extended based on the Option to Renew in Section 1.3.

Section 1.3 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 two successive terms of five (5) years upon the same terms and conditions as this Lease (except Section 1.2), with the Lease payments during the extension terms as described in Article II. This option is effective only if (a) Tenant makes a written request to exercise such an option not more than one year or less than six months from the end of the immediately preceding term; (b) Tenant is in compliance with all applicable laws; and (c) Tenant is not in default under this Lease. The option to renew must be approved by simple motion of CBS Assembly.

Section 1.4 Disposition of Improvements and Tenant's Personal Property Following Term of Lease.

With the exception of such improvements described in the next sentence, Tenant shall remove from the Subject Property any personal property or improvements constructed, installed, or

deposited on the Subject Property at the termination of this Lease or any extension unless Tenant makes a separate written agreement with CBS to do otherwise. Subject to the provisions of the next sentence, Tenant shall leave behind at no cost to CBS improvements including: bollards, ladders, drains and drain lines; toilets; bathroom sinks; building systems and their components such as plumbing, piping, and fixtures; building structural components; non-structural improvements such as walls and ceilings; devices not used for processing or manufacturing such as but not limited to electrical service entrance equipment, electrical distribution panels, electrical cables, feeders, branch circuit wiring, and appurtenances such as light fixtures, switches, and other devices; portable fire extinguishers, smoke detectors, and fire and life safety equipment attached or fastened in ways integral to the building in which Subject Property is located. Any improvements or personal property not removed after thirty (30) days have passed after termination of this Lease shall be deemed abandoned, and at CBS's option, shall become the property of CBS. Tenant shall repay to CBS any costs of removing such improvements or personal property from the Subject Property if CBS does not exercise such option. Subject to CBS's obligations under Subsection 3.1 below, Tenant agrees to leave Subject Property in a neat, clean, and weather-tight condition at the end of the term of the Lease.

Section 1.5 Covenants to Perform.

This Lease is made upon the above and the following terms and conditions, each of which the Party bound by such covenants and conditions agrees to perform, irrespective of whether the particular provision is in the form of a covenant, an agreement, a condition, a direction, or otherwise, and each Party agrees to provide the other Party with documents or further assurances as may be required to carry out the expressed intentions.

ARTICLE II RENT

Section 2.1 Calculation & Method of Payment of Rent During the Initial Five-Year Term of the Lease.

The first year of the Lease begins on the commencement date of this Lease set out in Article I. Each successive year of the Lease begins on the corresponding anniversary commencement date of the Lease. Notwithstanding any other provision of this Lease, on the term start date set out in Article I, Tenant shall pay Rent each year in advance on the term start date at a rate of \$1.00/year.

Section 2.2 Cost of Living Adjustment to Lease Rate Upon Exercise of Lease Renewal.

If the option to renew is exercised and approved by CBS Assembly, the Lease rate as set in Section 2.1 will be adjusted annually based on the percentage difference between the "All Items" figure for Anchorage, Alaska in the "Consumer Price Index for All Urban Consumers," beginning with the edition published the soonest after January 1. The adjustment shall occur annually on April 1, and shall apply to all subsequent month's sublease payments. The adjustment shall be determined by dividing the most recent CPI by the preceding year CPI and multiplying the result times the monthly sublease payment and add the result to current sublease payments. Tenant is required to make such adjustments on its own each year.

Section 2.3 Calculation and Method of Payment of Rent During Successive Optional Five-Year Renewal of the Lease.

If Tenant decides to exercise the option to renew a successive five-year term under Section 1.2, Tenant must notify CBS of this intent no less than six (6) months before the end of the current term of the Lease. CBS may commission a professional market appraisal of the lease property in its "as is" condition. The appraisal will not take into consideration improvements made to the property by Tenant but may take into consideration improvements made by CBS. Subject to the provision of the next sentence, the rental rate for each month of the successive five-year term shall be less than or equal to one-twelfth of ten percent (10%) of the appraised value as determined by the appraisal described in the this section. Notwithstanding any other provision of this Lease, the Lease rate for Tenant during each successive 5-year term shall not increase by more than ten percent (10%) per year over what the lease rate was during the thirty-year lease, if the appraisal described in this section shows that the lease rate for the successive 5-year term should increase over the lease rate for the thirty-year lease. Precise lease rate for renewal periods to be determined by CBS Assembly at the time of renewal.

Section 2.4 Property Tax Responsibility.

Beginning with the term of this Lease and each calendar year after, Tenant will be responsible to pay CBS property taxes for its possessory interest in the building, land, and equipment to the extent taxable as determined by the Municipal Assessor.

ARTICLE III: RESTRICTIONS UPON USE OF SUBJECT PROPERTY

Section 3.1 Tenant's Obligations as to Construction, Maintenance, Repair and Safety

(a) Except as otherwise provided in this Lease, Tenant acknowledges the leasehold is in an "as is" condition. At the sole cost and expense of Tenant and in compliance with all legal requirements, Tenant may purchase, construct, develop, repair, transfer to the Lease property, and/or maintain any improvements, personal property, fixtures, and other items on the interior Subject Property in a first-class manner using materials of good quality.

CBS shall maintain the subject property and any CBS provided equipment. CBS reserves the right to expand or modify the Subject Property. In that event, CBS and Tenant will work together to complete such expansion or modification in a manner that minimizes disruption to Tenant's use of the Subject Property. Some anticipated disruptions could be interruption in utilities (i.e. power, water), and operational disturbances from noise, dust and other construction activities.

(b) Tenant acknowledges that CBS has made no representation or warranty with respect to Tenant's ability to obtain any permit, license, or approval.

(c) Tenant shall also use the Subject Property and any improvements placed on the Subject Property only for lawful uses and as specified in the Lease for an espresso stand.

(d) Tenant shall confine their equipment, storage and operation to the leasehold area.

(e) Tenant shall not permit the accumulation of waste or refuse matter on the Subject Property, and Tenant shall not obstruct or permit the obstruction of the streets, sidewalks, access ways, or alleys adjoining the Subject Property, except as may be permitted by CBS or other municipal authorities having jurisdiction. Tenant shall do all things necessary during the term of this Lease Agreement to remove any dangerous condition from time to time existing on the Subject Property as the result of the use by Tenant.

(f) Tenant may erect outdoor signage at its expense with the permission of CBS Building Official and the Public Works Director. The style, size and physical placement location of the sign will be approved on a case-by-case basis.

Section 3.2 CBS's Approval of Certain Alterations or Improvements.

Tenant shall not make or permit to be made any alteration of, addition to, or change in, structures and improvements, nor demolish all or any part of the structures or improvements without the prior written consent of CBS, which consent shall not be unreasonably withheld. The phrase "structures and improvements" in the previous sentence includes water and wastewater systems and electrical systems. In requesting consent, Tenant shall comply with all applicable laws and ordinances, and shall submit to the Public Works Director of CBS or his or her written designee detailed plans and specifications of proposed work, an explanation of the needs and reasons for the work, and a plan of full payment of the costs of the work. CBS shall notify Tenant of its approval or objections no later than 30 days after receiving the information described in the previous sentence. In approving or objecting, CBS shall be acting in its proprietary function and not its regulatory function, any such approval in this proprietary function does not relieve Tenant of any obligation to obey the law. Nothing in this Section shall be interpreted to prevent Tenant from removing at the termination of this Lease any improvements or personal property as described in Section 1.4.

Section 3.3 Rights of Access to Property

(a) CBS reserves for itself and any public utility company the right to access the Subject Property at all reasonable times in a reasonable manner for the purposes of opening, inspecting, repairing, replacing, reconstructing, maintaining, or servicing the public utilities, if any, located on the Subject Property, as well as for the purposes of constructing or installing new public utilities. CBS also reserves for itself and the Alaska Department of Environmental Conservation the right to access the Subject Property at all reasonable times in a reasonable manner for the purposes of regulation and enforcement of this Lease. CBS also reserves for itself the right to access the Subject Property at all reasonable times in a reasonable manner for the purposes of (1) inspection of all work being performed in connection with the construction of improvements; (2) showing Subject Property for exhibiting Subject Property in connection with renting or leasing Subject Property in a matter that will not unreasonably interfere with Tenant's business; and (3) placing "For Sale" or "For Rent" signs on Subject Property. Tenant shall not charge for any of the access allowed in the situations described in this subsection.

(b) Tenant shall not construct any permanent improvements over or within the boundary lines of any easement for public utilities without receiving the written prior consent of CBS and any applicable utility company.

(c) Tenant acknowledges that the Subject Property is or shall be subject to agreements for ingress and egress, utilities, parking, and maintenance. Tenant agrees that it shall comply with the terms of such cooperative agreements, in accordance with the terms of such agreements, those portions of such maintenance expenses that are attributable to the Subject Property, as more fully set forth therein.

Section 3.4 Additional Conditions of Subleasing.

Tenant recognizes and shall cause all beneficiaries of Tenant and all permitted successors in interest in or to any part of the Subject Property to recognize that:

(a) Tenant will cooperate with CBS equipment and building maintenance contractor and will notify CBS of any maintenance deficiencies or of any equipment failures that require maintenance or repair. Tenant will be provided a 24 hour telephone number to notify CBS of any event that requires immediate response by CBS.

(b) Lease payments will be made in yearly installments in advance in cash or by check, bank draft or money order made available to the City and Borough of Sitka. Installments to be delivered or mailed to 100 Lincoln Street, Sitka, Alaska 99835, by or on the first day of each calendar year.

(c) Lease payments shall become delinquent if not paid within ten (10) days after the due date. Delinquent payments are subject to a late charge of \$25 and interest accrued from the due date at 12% annum.

(d) The charges and fees paid by Tenant to CBS must be separated according to the CBS accounting standards.

(e) CBS will only invoice if Lease payments are delinquent. CBS will only invoice if failure to make Lease payment within 30 days of due date. CBS at its option can terminate the Lease for Tenant's failure to make payment, and in accordance with this Lease.

(f) Tenant covenants and agrees that as it relates to use of the Subject Property, it will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of person in any manner prohibited by Federal, State or local laws or regulations promulgated under such laws, and Tenant further grants CBS the right to take such action to enforce such covenant as it deems necessary or as it is directed pursuant to any Federal, State or local laws or regulations.

(g) CBS may, upon at least 10 days prior written notice to Tenant, temporarily suspend the supply of water, wastewater service, the supply of electric power, the use of pipelines, or the use of the Improvements in order to perform routine maintenance and, in all events, subject to unavoidable delays. Such interruptions shall be of as short duration as necessary to perform such maintenance, and CBS shall not be responsible for any such costs or expenses as a result of suspending such utilities.

(h) Tenant shall timely pay the CBS Fire Marshal or Building Inspector fees and other building permit fees, and shall also timely file and pay all applicable property taxes and assessments, including sales taxes. These include any Local Improvement District costs that may be assessed.

(i) Tenant shall be responsible for taking any measures that Tenant deems necessary to provide security for their property. CBS is not responsible for theft or vandalism.

(j) CBS sales tax applies to Lease payments. Sales tax rates, limits, exemptions, and exclusions are subject to change by the CBS Assembly.

(k) Tenant shall timely pay all other CBS billings (i.e., electricity, business taxes, etc.).

(l) Failure of Tenant to file and pay such CBS taxes, and pay utilities, assessment payments, etc. may subject this Lease to be terminated.

(m) _____ shall individually and severally be liable under this Lease to comply with all of its provisions.

Section 3.5 Control of Rodents and Other Creatures on Subject Property.

Tenant shall take reasonable affirmative measures to ensure that its operations do not attract to Subject Property any of the following creatures: rodents, vermin, insects, eagles, crows, ravens, seagulls, mink, otters, or bears.

ARTICLE IV UTILITY SERVICES & RATES

Section 4.1 Provision of Utility Services.

Tenant will pay for utilities, if available.

Section 4.2 Rates for Utility Services Provided by CBS.

Utility rates charged by CBS for utility services shall be those set forth in CBS and Borough of Sitka's Customer Service Policy and/or Sitka General Code. Tenant acknowledges the requirements of Section 9.4 as to utility lines. The Assembly of CBS and Borough may change utility rates from time to time by amending the Customer Service Policies and/or Sitka General Code.

Section 4.3 Tenant to Pay for Utility Services.

Tenant will pay, or cause to be paid, all proper charges for any of the following, if available: electricity and solid waste; sewer and water; and for all other public or private utility services, which shall be used by or supplied to the Subject Property at any time during the term of this Lease. In the event that any charge, cost, or expense for any of the above-mentioned utility services or for any of the other above-mentioned services shall not be paid when due and payable, CBS shall have the right, but shall not be obligated, to pay it, with the understanding that amounts paid by CBS shall constitute additional rent due and payable under this Lease, and shall be repaid to CBS by Tenant immediately on rendition of a bill by CBS. Interest at the highest rate allowable by law shall be added as a charge for unpaid utility bills paid by CBS on behalf of Tenant. CBS

reserves the right to suspend utility services if Tenant does not pay for utility services. Failure to timely pay utility services may also result in CBS terminating this Lease.

Section 4.4 CBS Not Liable for Failure of Utilities or Building.

Except to the extent that any such failure, injury, or other casualty is due to CBS's negligence or breach of any obligation under this Lease, CBS shall not be liable for any failure of building roof, water supply, sewer, or electric current, or for any injury or damages to person or property caused by or resulting from any natural disaster, natural condition, gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain, or snows which may leak or flow from the street, sewer, or from any part of the building or the Subject Property, or leakage of gasoline or gas from pipes, appliances, sewer, or plumbing works or from any other place. CBS shall not be held responsible or liable for any claim or action due to or arising from any suspension of operation, breakage, unavoidable accident or injury of any kind occurring to, or caused by the sewer mains by an act of God, beyond CBS's control, or caused by the elements, strikes, riots, or a terrorist or terrorists.

Section 4.5. Requirement Regarding Potable Water Services.

All potable water services will be metered and protected by approved backflow prevention in accordance with Customer Service Policies and/or Sitka General Code.

ARTICLE V LIABILITY

Section 5.1 Limits on CBS Liability Limitation.

Tenant agrees to indemnify, defend, and save harmless CBS against and from any and all claims by or on behalf of any person, firm, or corporation arising, other than due to acts or omissions of CBS, from the conduct or management of or from any work or thing whatsoever done in or about the Subject Property and structures and improvements, including liability arising from products produced on the property. Tenant also agrees to indemnify, defend, and save CBS harmless against and from any and all claims and damages arising, other than due to acts or omissions of CBS, during the term of this Lease from: (a) any condition of the Subject Property or improvements placed on it; (b) any breach or default on the part of Tenant regarding any act or duty to be performed by Tenant pursuant to the terms of this Lease; and (c) any act or negligence of Tenant or any of its agents, contractors, servants, employees or licensees. Tenant agrees to indemnify, defend, and save harmless CBS from and against all costs, counsel and legal fees, expenses, and liabilities incurred, other than due to acts or omissions of CBS, in any claim or action or proceeding brought asserting claims of or asserting damages for any alleged act, negligence, omission, conduct, management, work, thing, breach, default, accident, injury, or damage described in the previous two sentences. The above agreements of indemnity are in addition to and not by way of limitation of any other covenants in this Lease to indemnify or compensate CBS. The agreements of indemnity by Tenant do not apply to any claims of damage arising out of the failure of CBS to perform acts or render services in its municipal capacity.

Section 5.2 Limits on Tenant Liability.

Except to the extent of liabilities arising from Tenant's acts or omissions, including Tenant's failure to comply with the Prospective Purchaser Agreement and the Management Agreement (both of which are attached to this Lease), CBS indemnifies, defends, and holds Tenant harmless for

liabilities to the extent that they were incurred by reason of conditions existing on the site as of the date of execution of this Lease or by reasons of CBS's acts or omissions. CBS also agrees to indemnify, defend, and save Tenant harmless against and from any and all claims and damages arising, other than due to acts or omissions of Tenant, during the term of this Lease from (a) any condition of the Subject Property or improvements placed on it; (b) any breach or default on the part of CBS regarding any act or duty to be performed by CBS pursuant to the terms of the Lease; and (c) any act or negligence of CBS or any of its agents, contractors, servants, employees, or licensees. CBS agrees to indemnify, defend, and save harmless Tenant from and against all costs, counsel and legal fees, expenses, and liabilities incurred, other than due to acts or omissions of Tenant, in any claim or action or proceeding brought asserting claims of or asserting damages for any alleged act, negligence, omission, conduct, management, work, thing, breach, default, accident, injury, or damage described in the previous two sentences. The above agreements are in addition to and not by way of limitation of any other covenants in this Lease to indemnify or compensate Tenant.

Section 5.3 Reimbursement of Costs of Obtaining Possession.

Each Party agrees to pay and to indemnify the other Party prevailing in any dispute under this Lease against, all costs and charges, including but not limited to, full reasonable counsel and legal fees lawfully and reasonably incurred in enforcing any provision of this Lease including obtaining possession of the Subject Property and establishing CBS's title free and clear of this Lease upon expiration or earlier termination of this Lease.

GENERAL PROVISIONS

ARTICLE VI DEFINITIONS

Section 6.1 Defined Terms.

For the purposes of this Lease, the following words shall have the meanings attributed to them in this Section:

- (a) "Event of Default" means the occurrence of any action specified in Section 14.1.
- (b) "Imposition" means all of the taxes, assessments, fees, utility rates or charges, levies and other governmental charges, levied or assessed against the Subject Property; any part of the Subject Property, or any right or interest or any rent, taxes and income received, including sales taxes on rent.
- (c) "Improvements" or "improvements" means all buildings, structures and improvements of any nature now or in the future located upon the Subject Property, as well as all apparatus and equipment necessary for the complete and comfortable use, occupancy, enjoyment and operation of the Subject Property, including fittings, appliances, machinery, garage equipment, heating equipment, lighting equipment, cooling equipment, air conditioning and ventilating equipment, wiring, controls, communications equipment, plumbing, switchboards, antennae, floor coverings, refrigerating equipment, hot water heating and all other appliances and equipment; excepting only in each case articles of personal property appurtenances and fixtures (including trade fixtures)

owned by Tenant, sublessees, or others, which can be removed without defacing or materially injuring the improvements remaining on the Subject Property, with the portion of the Subject Property from which such items are removed being returned to a condition at least as good as that existing on the date of this Lease.

(d) "Personal Property" means tangible personal property owned or leased and used by Tenant or any sublessee of Tenant, in connection with and located upon the Subject Property.

(e) "Premises" means the "Subject Property."

(f) "Rent" means the lease rate, which is the amount Tenant periodically owes and is obligated to pay CBS as lease payments under this Lease for the use of the Subject Property.

(g) "Subject Property" is the area leased as shown on Exhibit A.

(h) "Sublessee" means any subtenant, concessionaire, licensee, or occupant of space in or on the Subject Property holding by or through Tenant; the term "sublease" shall mean any lease, license, concession or other agreement for the use and occupancy of any part of the Subject Property made by any Person holding by or through Tenant, which has been approved by CBS Assembly.

(i) "Term" means the period of time Tenant rents or leases the Subject Property from CBS.

ARTICLE VII INSURANCE

Section 7.1 Insurance

Tenant shall have and maintain property damage and comprehensive general liability insurance in the amount of five hundred thousand dollars (\$500,000), including leasehold improvements. CBS shall be named as an additional insured. Additionally, Tenant shall have the statutory amount of any Worker's Compensation.

Section 7.2 Notification of Claim, Loss, or Adjustment

Tenant shall advise CBS of any claim, loss, adjustment, or negotiations and settlements involving any loss on the Subject Property under all policies of the character described in section 7.1.

Section 7.3 Waiver of Subrogation

The Party insured (or so required) releases the other Party from any liability the other Party may have on account of loss, cost, damage or expense to the extent of any amount recoverable by reason of insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account of the following circumstances: (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the Parties to this Lease, or anyone claiming under it in connection with the Subject Property or improvements; and (ii) the Party is then covered in whole or in part by insurance with respect to loss, cost, damage or expense or is required under this Lease to be insured. The release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate the insurance coverage or increase its cost. In the case of increased cost, the other Party shall have the right,

within thirty (30) days following written notice, to pay the increased cost keeping the release and waiver in full force and effect.

ARTICLE VIII RESTRICTIONS REGARDING ASSIGNMENT, LEASES, AND TRANSFERS OF SUBJECT PROPERTY

Section 8.1 Tenant Without Power to Assign, Lease, or Encumber Subject Property.

Tenant has no power without CBS Assembly approval under this Lease to assign the Lease. Tenant has no power under this Lease to transfer the Subject Property. Tenant has no power to encumber Subject Property or pledge its interest in Subject Property as collateral for a loan or mortgage, or allow any liens to be filed against the Subject Property. Any such actions under this section may cause termination of the Lease.

Section 8.2 Limitations on Leases.

Tenant shall not sublease the Subject Property or any portion of it without the prior written approval of CBS Assembly. All subleases entered into demising all or any part of the Improvements or the Subject Property shall be expressly subject and subordinate to this Lease. CBS's consent to a sublease of the Subject Property shall not release Tenant from its obligations under the Lease. CBS's consent to a sublease shall not be deemed to give any consent to any subsequent subletting.

ARTICLE IX USE AND PROTECTION OF THE SUBJECT PROPERTY

Section 9.1 Property As Is - Repairs.

Tenant acknowledges that it has examined the Subject Property and the present improvements including any public improvements presently located there, and knows the condition of them, and accepts them in their present condition without any representations or warranties of any kind or nature whatsoever by CBS as to their condition or as to the use or occupancy which may be made of them. Tenant assumes the sole responsibility for the condition of the improvements located on the Subject Property. The foregoing shall not be deemed to relieve CBS of its general municipal obligations, or of its obligations under Section 3.1 above or under Subsection 9.1(c) below.

Section 9.2 Compliance with Laws.

Tenant shall throughout any term of this Lease, at Tenant's sole expense, promptly comply with all the laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and officers and all other legal requirements that may be applicable to the Subject Property and its use. Nothing in the foregoing sentence shall be deemed to relieve CBS of its general obligations to CBS and Borough of Sitka in its municipal capacity.

Section 9.3 Notification of City and Borough of Sitka's Public Works Director of Discovery of Contamination.

Tenant shall promptly notify the Public Works Director of CBS within 24 hours if any contaminated soils or other contaminated materials that require special handling are encountered during construction or other activities.

Section 9.4 Use of Utility Lines.

Tenant shall connect or otherwise discharge to such utility lines as approved by the Director of Public Works and/or Electric Department, and shall obtain any permits and comply with any conditions specified by the Director of Public Works and/or Electric Department for such connections.

Section 9.5 Permits and Approvals for Activities.

Tenant shall be responsible for obtaining all necessary permits and approvals including food processing for its activities unless otherwise specifically allowed by CBS. Not less than ten (10) days in advance of applying for permits to any public entity other than CBS, Tenant shall provide copies of all permit applications and associated plans and specifications to CBS Director of Public Works to facilitate review by departments of CBS. CBS is not obligated to comment on the permit applications and plans, and the result of any review by CBS does not affect Tenant's obligation to comply with any applicable laws.

ARTICLE X CBS'S RIGHT TO PERFORM TENANT'S COVENANTS; REIMBURSEMENT OF CBS FOR AMOUNTS SO EXPENDED

Section 10.1 Performance of Tenant's Covenants To Pay Money.

Tenant covenants that if it shall at any time default resulting as condition of the Lease or shall fail to timely make any other payment (other than Rent), and the failure shall continue for ten (10) days after written notice to Tenant, then CBS may, but shall not be obligated so to do, and without further notice to or demand upon Tenant and without releasing Tenant from any obligations of Tenant under this Lease, make any other payment in a manner and extent that CBS may deem desirable.

Section 10.2 CBS's Right To Cure Tenant's Default.

If there is a default involving the failure of Tenant to keep the Subject Property in good condition and repair in accordance with the provisions of this Lease, to make any necessary renewals or replacements or to remove any dangerous condition in accordance with the requirements of this Lease or to take any other action required by the terms of this Lease, then CBS shall have the right, but shall not be required, to make good any default of Tenant. CBS shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of or to Tenant by reason of bringing materials, supplies and equipment into or through the building during the course of the work required to be done to make good such default. The obligations of Tenant under this Lease shall remain unaffected by such work, provided that CBS uses reasonable care under the circumstances prevailing to avoid unnecessary inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant.

Section 10.3 Reimbursement of CBS and Tenant.

All sums advanced by CBS pursuant to this Article and all necessary and incidental costs, expenses and attorney's fees in connection with the performance of any acts, together with interest at the highest rate of interest allowed by law from the date of the making of advancements, shall be promptly payable to CBS by Tenant in the respective amounts so advanced. This reimbursement shall be made on demand, or at the option of CBS, may be added to any Rent then due or becoming

due under this Lease. Tenant covenants to pay the sum or sums with interest. CBS shall have, in addition to any other right or remedies, the same rights and remedies in the event of the nonpayment by Tenant as in the case of default by Tenant in the payment of any installment of Rent.

Conversely, Tenant shall be entitled to receive from CBS prompt payment or reimbursement on any sums due and owing from CBS to Tenant, together with interest at the highest rate allowed by law. However, nothing contained in this Lease shall entitle Tenant to withhold any Rent due to CBS or to offset or credit any sums against rent, except with respect to unpaid Rent due from CBS to Tenant under any sublease of Subject Property.

ARTICLE XI DAMAGE OR DESTRUCTION

Section 11.1 Repair and Replacement of Structures and Improvements Following Damage.

(a) If the Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy and such destruction or injury could reasonably be repaired within ninety (90) days from the date of such damage or destruction, then Tenant shall not be entitled to surrender possession of the Premises, nor shall Tenant's liability to pay Rent under this Lease cease, without the mutual consent of the Parties. In case of any such destruction or injury, CBS shall repair with all reasonable speed and shall complete such repairs within ninety (90) days from the date of such damage or destruction. If during such period Tenant shall be unable to use all or any portion of the Premises, a proportionate allowance shall be made to Tenant from the Fixed Rent corresponding to the time during which and to the portion of the Premises of which Tenant shall be so deprived of the use.

(b) If such destruction or injury cannot reasonably be repaired within ninety (90) days from the date of such damage or destruction, CBS shall notify Tenant within fifteen (15) days after the determination that restoration cannot be made in ninety (90) days. If CBS elects not to repair or rebuild, this Lease shall be terminated. If CBS elects to repair or rebuild, CBS shall specify the time within which such repairs or reconstruction will be complete, and Tenant shall have the option, to be exercised within thirty (30) days after the receipt of such notice, to elect either to terminate this Lease and further liability, or to extend the Term of this Lease by a period of time equivalent to the time from the happening of such destruction or injury until the Premises are restored to their former condition. In the event Tenant elects to extend the Term of this Lease, CBS shall restore the Premises to their former condition within the time specified in the notice, and Tenant shall not be liable to pay Rent for the period from the time of such destruction or injury until the Premises are so restored to its former condition.

(c) In addition to all rights to cancel or terminate this Lease set forth in Subsections 11.1(a) and 11.1(b), if the Subject Property is destroyed or damaged during the last two (2) years of the renewal Term of this Lease or any extension or renewal to the extent of fifty per cent (50%) or more of the value of the Subject Property, then CBS shall have the right to cancel and terminate this Lease as of the date of such damage or destruction by giving Tenant notice within ninety (90) days after the date of such damage or destruction.

ARTICLE XII MECHANIC'S LIENS

Section 12.1 Discharge of Mechanics' Liens.

Tenant shall neither suffer nor permit any mechanics' liens to be filed against the title to the Subject Property, nor against Tenant's interest in the Subject Property, nor against the improvements by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone having a right to possession of the Subject Property or Improvements as a result of an agreement with or the assent of Tenant. If any mechanics' lien shall be filed against the Subject Property, including the Improvements, Tenant shall cause it to be discharged of record within 30 days after the date that Tenant has knowledge of its filing. Failure to comply may subject the Lease to be terminated.

ARTICLE XIII LIEN FOR RENT AND OTHER CHARGES

Section 13.1 Lien for Rent.

The whole amount of the Rent and each and every installment, and the amount of all taxes, assessments, utility payments, insurance premiums and other charges, fees and impositions paid by CBS under the provisions of this Lease, and all costs, attorney's fees and other expenses which may be incurred by CBS in enforcing the provisions of this Lease or on account of any delinquency of Tenant in carrying out any of the provisions of this Lease, shall be and they are declared to constitute a valid and prior lien against property of Tenant, except the Subject Property, and may be enforced by law and equitable remedies, including the appointment of a receiver.

ARTICLE XIV DEFAULT PROVISIONS

Section 14.1 Events of Default.

Each of the following events is defined as an "Event of Default":

(a) Failure of Tenant to pay any Installment of Rent, or any other payments or deposits of money, or furnish receipts for deposits as required, when due and the continuance of the failure for a period of ten (10) days after notice in writing from CBS to Tenant.

(b) Failure of Tenant to perform any of the other covenants, conditions and agreements under this Lease, including filing tax forms and/or payment of taxes, fees, utilities, and the continuance of failure for a period of thirty (30) days after CBS's notice in writing. The notice shall specify the respects in which CBS contends that Tenant has failed to perform any of the covenants, conditions and agreements. With respect to any default which cannot be cured within thirty (30) days, Tenant, or any person holding by, through or under Tenant, in good faith, promptly after receipt of written notice, shall have commenced and shall continue diligently and reasonably to prosecute all action necessary to cure the default within an additional 60 days.

(c) The filing of an application by Tenant (the term, for this purpose, to include any approved transferee other than a sublessee of Tenant's interest in this Lease): (i) for a consent to the appointment of a receiver, trustee or liquidator of itself or all its assets; (ii) of a voluntary petition

in bankruptcy or the filing of a pleading in any court of record admitting in writing of its inability to pay its debts as they come due; (iii) of a general assignment for the benefit of creditors; or (iv) of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a petition filed against it in any bankruptcy proceeding.

(d) The entry of an order, judgment or decree by any court of competent jurisdiction, adjudicating Tenant a bankrupt, or appointing a receiver, trustee or liquidator of it or of its assets, and this order, judgment or decree continuing unstayed and in effect for any period of 60 consecutive days, or if this Lease is taken under a writ of execution.

Section 14.2 Assumption or Assignment of Lease to Bankruptcy Trustee.

In the event that this Lease is assumed by or assigned to a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978 (referred to as "Bankruptcy Code") (11 U.S.C. § 101 et seq.), and the trustee shall cure any default under this Lease and shall provide adequate assurances of future performance of this Lease as are required by the Bankruptcy Code (including but not limited to, the requirement of Code § 365(b)(1)) (referred to as "Adequate Assurances"), and if the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Code within the applicable time periods provided by the Bankruptcy Code, then this Lease shall be deemed rejected automatically and CBS shall have the right immediately to possession of the Subject Property immediately and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach or termination of this Lease.

Section 14.3 Remedies in Event of Default.

CBS may treat any one or more of the Events of Default as a breach of this Lease. At its option, by serving written notice on Tenant and each Secured Party and Leasehold Mortgagee of whom CBS has notice (such notice not to be effective unless served on each such person) of the Event of Default, CBS shall have, in addition to other remedies provided by law, one or more of the following remedies:

(a) CBS may terminate this Lease. In such an event, CBS may repossess the entire Subject Property and Improvements, and be entitled also to recover as damages a sum of money equal to the value as of the date of termination of this Lease, of the Rent due from Tenant for the balance of the stated term of this Lease, and any other sum of money and damages due under the terms of this Lease to CBS. Any personal property not removed after such termination shall be addressed as provided for in Section 1.3 above.

(b) CBS may terminate Tenant's right of possession and may repossess the entire Subject Property and Improvements by forcible entry and detainer suit or otherwise, without demand or notice of any kind to Tenant (except as above expressly provided for) and without terminating this Lease. In such event, CBS may, but shall be under no obligation to do so, relet all or any part of the Subject Property for rent and upon terms as shall be satisfactory in the judgment reasonably exercised by CBS (including the right to relet the Subject Property for a term greater or lesser than that remaining under the stated term of this Lease). For the purpose of reletting, CBS may make any repairs, changes, alterations or additions in or to the Subject Property and Improvements that may be reasonably necessary or convenient in CBS's judgment reasonably exercised. If CBS shall be unable, after a reasonable effort to do so, to relet the Subject Property, or if the Subject Property

and building are relet and a sufficient sum shall not be realized from reletting after paying all of the costs and expenses of repairs, change, alterations and additions and the expense of reletting and the collection of the Rent accruing from it, to satisfy the Rent above provided to be paid, then Tenant shall pay to CBS as damages a sum equal to the amount of the Rent reserved in this Lease for the period or periods as and when payable pursuant to this Lease. If the Subject Property or any part of it has been relet, Tenant shall satisfy and pay any deficiency upon demand from time to time. Tenant acknowledges that CBS may file suit to recover any sums falling due under the terms of this section from time to time, and that any suit or recovery of any portion due Tenant shall be no defense to any subsequent action brought for any amount not reduced to judgment in favor of CBS. Any personal property not removed after such termination shall be addressed as provided for in Section 1.3 above.

(c) In the event of any breach or threatened breach by Tenant of any of the terms, covenants, agreements, provisions or conditions in this Lease, CBS shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as through reentry, summary proceedings, and other remedies not specifically provided for in this Lease.

(d) Upon the termination of this Lease, or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of CBS, Tenant will at once surrender possession of the Subject Property and dispose of personal property and Improvements as described in Section 1.3. If possession is not immediately surrendered, CBS may reenter the Subject Property and Improvements and repossess itself of it as of its former estate and remove all persons and their personal property, using force as may be necessary, without being deemed guilty of any manner of trespass or forcible entry or detainer. CBS may at its option seek expedited consideration to obtain possession if CBS determines that the Lease has terminated as described in the first sentence of this paragraph, and Tenant agrees not to oppose such expedited consideration.

(e) In the event that Tenant shall fail to make any payment required to be made provided for in this Lease or defaults in the performance of any other covenant or agreement which Tenant is required to perform under this Lease during the period when work provided for in this Lease shall be in process or shall be required by the terms of this Lease to commence, CBS may treat the default as a breach of this Lease and, in addition to the rights and remedies provided in this Article, but subject to the requirements of service of notice pursuant to this Lease, CBS shall have the right to carry out or complete the work on behalf of Tenant without terminating this Lease.

Section 14.4 Waivers and Surrenders To Be In Writing.

No covenant or condition of this Lease shall be deemed to have been waived by CBS unless the waiver be in writing, signed by CBS, or CBS's agent duly authorized in writing and shall apply only with respect to the particular act or matter to which the consent is given. It shall not relieve Tenant from the obligation, wherever required under this Lease, to obtain the consent of CBS to any other act or matter.

ARTICLE XV CBS'S TITLE AND LIEN

Section 15.1 CBS's Title and Lien Paramount.

CBS will hold title to the Subject Property.

Section 15.2 Tenant Not To Encumber CBS's Interest.

Tenant shall have no right or power to and shall not in any way encumber the title of CBS regarding the Subject Property. The fee-simple estate of CBS in the Subject Property shall not be in any way subject to any claim by way of lien or otherwise, whether claimed by operation of law or by virtue of any express or implied lease or contract or other instrument made by Tenant. Tenant's interest in the Improvements shall in all respects be subject to the paramount rights of CBS in the Subject Property.

ARTICLE XVI REMEDIES CUMULATIVE

Section 16.1 Remedies Cumulative.

No remedy conferred upon or reserved to CBS shall be considered exclusive of any other remedy, but shall be cumulative and shall be in addition to every other remedy given under this Lease or existing at law or in equity or by statute. Every power and remedy given by this Lease to CBS may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by CBS. No delay or omission of CBS to exercise any right or power arising from any default shall impair any right or power, nor shall it be construed to be a waiver of any default or any acquiescence in it.

Section 16.2 Waiver of Remedies Not To Be Inferred.

No waiver of any breach of any of the covenants or conditions of this Lease shall be construed to be a waiver of any other breach or to be a waiver of, acquiescence in, or consent to any further or succeeding breach of it or similar covenant or condition.

Section 16.3 Right to Terminate Not Waived.

Neither the rights given to receive, sue for or distrain from any rent, moneys or other payments, or to enforce any of the terms of this Lease, or to prevent the breach or nonobservance of it, nor the exercise of any right or of any other right or remedy shall in any way impair or toll the right or power of CBS to declare ended the term granted and to terminate this Lease because of any event of default.

ARTICLE XVII SURRENDER AND HOLDING OVER

Section 17.1 Surrender at End of Term.

On the last day of the last Lease Year of the original term, or on the earlier termination of the term, Tenant shall peaceably and quietly leave, surrender and deliver the entire Subject Property to CBS, subject to the provisions of Section 1.3, in good repair, order, and condition, reasonable use, wear and tear excepted, free and clear of any and all mortgages, liens, encumbrances, and claims. At the time of the surrender, Tenant shall also surrender any and all security deposits and rent advances of Sublessees to the extent of any amounts owing from Tenant to CBS. If the Subject Property is not so surrendered, Tenant shall repay CBS for all expenses which CBS shall incur by reason of it, and in addition, Tenant shall indemnify, defend and hold harmless CBS from and

against all claims made by any succeeding Tenant against CBS, founded upon delay occasioned by the failure of Tenant to surrender the Subject Property.

Section 17.2 Rights Upon Holding Over.

At the termination of this Lease, by lapse of time or otherwise, Tenant shall yield up immediately possession of the Subject Property to CBS and failing to do so agrees at the option of CBS, to pay to CBS for the whole time such possession is withheld, a sum per day equal to one hundred and seventy-five percent (175%) times 1/30th of the aggregate of the Rent paid or payable to CBS during the last month of the term of the Lease. The provisions of this Article shall not be held to be a waiver by CBS of any right or reentry as set forth in this Lease, nor shall the receipt of a sum, or any other act in apparent affirmance of the tenancy, operate as a waiver of the right to terminate this Lease and the Term granted for the period still unexpired for any breach of Tenant under this Lease.

ARTICLE XVIII MODIFICATION

Section 18.1 Modification.

None of the covenants, terms or conditions of this Lease to be kept and performed by either party to this Lease shall in any manner be waived, modified, changed or abandoned except by a written instrument duly signed, acknowledged, and delivered by both CBS and Tenant.

ARTICLE XIX INVALIDITY OF PARTICULAR PROVISIONS

Section 19.1 Invalidity of Provisions.

If any provision of this Lease or the application of it to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XX APPLICABLE LAW AND VENUE

Section 20.1 Applicable Law.

This Lease shall be construed and enforced in accordance with the laws of the State of Alaska. The forum and venue for any action seeking to interpret, construe, or enforce this Lease shall be only in the Superior Court for the State of Alaska at Sitka, Alaska.

ARTICLE XXI NOTICES

Section 21.1 Manner of Mailing Notices.

In every case where under any of the provisions of this Lease or otherwise it shall or may become necessary or desirable to make or give any declaration or notice of any kind to CBS or Tenant, it shall be sufficient if a copy of any declaration or notice is sent by United States mail, postage

prepaid, return receipt requested, addressed: If to CBS at: Municipal Administrator, City and Borough of Sitka, of 100 Lincoln Street, Sitka, Alaska 99835, with a copy to: Municipal Clerk at address listed above; and if to Tenant, at: the address set out in the Preamble. Each party from time to time may change its address for purposes of receiving declarations or notices by giving notice of the changed address, to become effective seven days following the giving of notice.

Section 21.2 Notice to Leasehold Mortgagee and Secured Parties.

CBS shall provide each Leasehold Mortgagee and Secured Party, who has so requested, copies of all notices from CBS to Tenant relating to existing or potential default under, or other noncompliance with the terms of this Lease. All notices, demands or requests which may be required to be given by CBS or Tenant to any Leasehold Mortgagee and Secured Parties shall be sent in writing, by United States registered or certified mail or express mail, postage prepaid, addressed to the Leasehold Mortgagee at a place as the Leasehold Mortgagee may from time to time designate in a written notice to CBS and Tenant.

Section 21.3 Sufficiency of Service.

Service of any demand or notice as in this Article provided shall be sufficient for all purposes.

Section 21.4 When Notice Deemed Given or Received.

Whenever a notice is required by this Lease to be given by any Party to the other Party or by any Party to a Leasehold Mortgagee, the notice shall be considered as having been given when a registered or certified notice is placed in the United States Post Office mail as provided by this Article. It shall be deemed received on the third business day thereafter. For all purposes under this Lease of starting any time period after notice, the time period shall be conclusively deemed to have commenced three business days after the giving of notice, whether or not it is provided that a time period commences after notice is given or after notice is received.

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section 22.1 Captions.

The captions of this Lease and the index preceding it are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

Section 22.2 Conditions and Covenants.

All the provisions of this Lease shall be deemed and construed to be "conditions" as well as "covenants," as though the words specifically expressing or importing covenants and conditions were used in each separate provision.

Section 22.3 Entire Agreement.

This Lease contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors or assigns in interest.

Section 22.4 Time of Essence as to Covenants of Lease.

Time is of the essence as to the covenants in this Lease.

ARTICLE XXIII COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES AND TO RUN WITH THE SUBJECT PROPERTY

Section 23. Covenants to Run with the Subject Property.

All covenants, agreements, conditions and undertakings in this Lease shall extend and inure to the benefit of and be binding upon the successors and assigns of each of the parties, the same as if they were in every case named and expressed, and they shall be construed as covenants running with the Subject Property. Wherever in this Lease reference is made to any of the parties, it shall be held to include and apply to, wherever applicable, also the officers, directors, successors and assigns of each party, the same as if in each and every case so expressed.

ARTICLE XXIV ADDITIONAL GENERAL PROVISIONS

Section 24.1 Absence of Personal Liability.

No member, official, or employee of CBS shall be personally liable to Tenant, its successors and assigns, or anyone claiming by, through or under Tenant or any successor in interest to the Subject Property, in the event of any default or breach by CBS or for any amount which may become due to Tenant, its successors and assigns, or any successor in interest to the Subject Property, or on any obligation under the terms of this Lease. No member, official, or employee of Tenant shall be personally liable to CBS, its successors and assigns, or anyone claiming by, through, or under CBS or any successor in interest to the Subject Property, in the event of any default or breach by Tenant or for any amount which become due to CBS, its successors and assigns, or any successor in interest to the Subject Property, or on any obligation under the terms of this Lease.

Section 24.2 Lease Only Effective As Against CBS Upon Assembly Approval.

This Lease is effective as against CBS only upon the approval of such Lease by the Assembly of CBS.

Section 24.3 Binding Effects and Attorneys Fees.

This Lease shall be binding up and inure to the benefit of the respective successors and assigns of the Parties hereto. In the event of litigation over this Lease, the Parties agree that the prevailing party shall receive full reasonable attorney’s fees.

Section 24.4 Duplicate Originals.

This Lease may be executed in any number of copies, each of which shall constitute an original of this Lease. The warranties, representations, agreements and undertakings shall not be deemed to have been made for the benefit of any person or entity, other than the Parties.

Section 24.5 Declaration of Termination.

With respect to CBS's rights to obtain possession of the Subject Property or to revert title in itself with respect to the leasehold estate of Tenant in the Subject Property, CBS shall have the right to

institute such actions or proceedings as it may deem desirable to effectuate its rights including, without limitation, the right to execute and record or file with the Recorder of Sitka Recording District, a written declaration of the termination of all rights and title of Tenant in the Subject Property, and the reversioning of any title in CBS as specifically provided in this Lease.

Section 24.6 Authority.

CBS and Tenant represent to each other that each has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Lease and perform its obligations. Both parties also represent that this Lease has been duly executed and delivered by each and constitutes a valid and binding obligation of each enforceable in accordance with its terms, conditions, and provisions.

**SITKA WHITE ELEPHANT SHOP,
INC.**

Janette Nelson, Registered Agent

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

THIS CERTIFIES that on this ____ day of _____, 2016, personally appeared before me JANETTE NELSON, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who by signing this agreement, swears or affirms that she is the Registered Agent for Sitka White Elephant Shop, Inc., and individually and as registered agent, is authorized to sign this document on and does so freely and voluntarily.

Notary Public for Alaska
My Commission Expires: _____

CITY AND BOROUGH OF SITKA

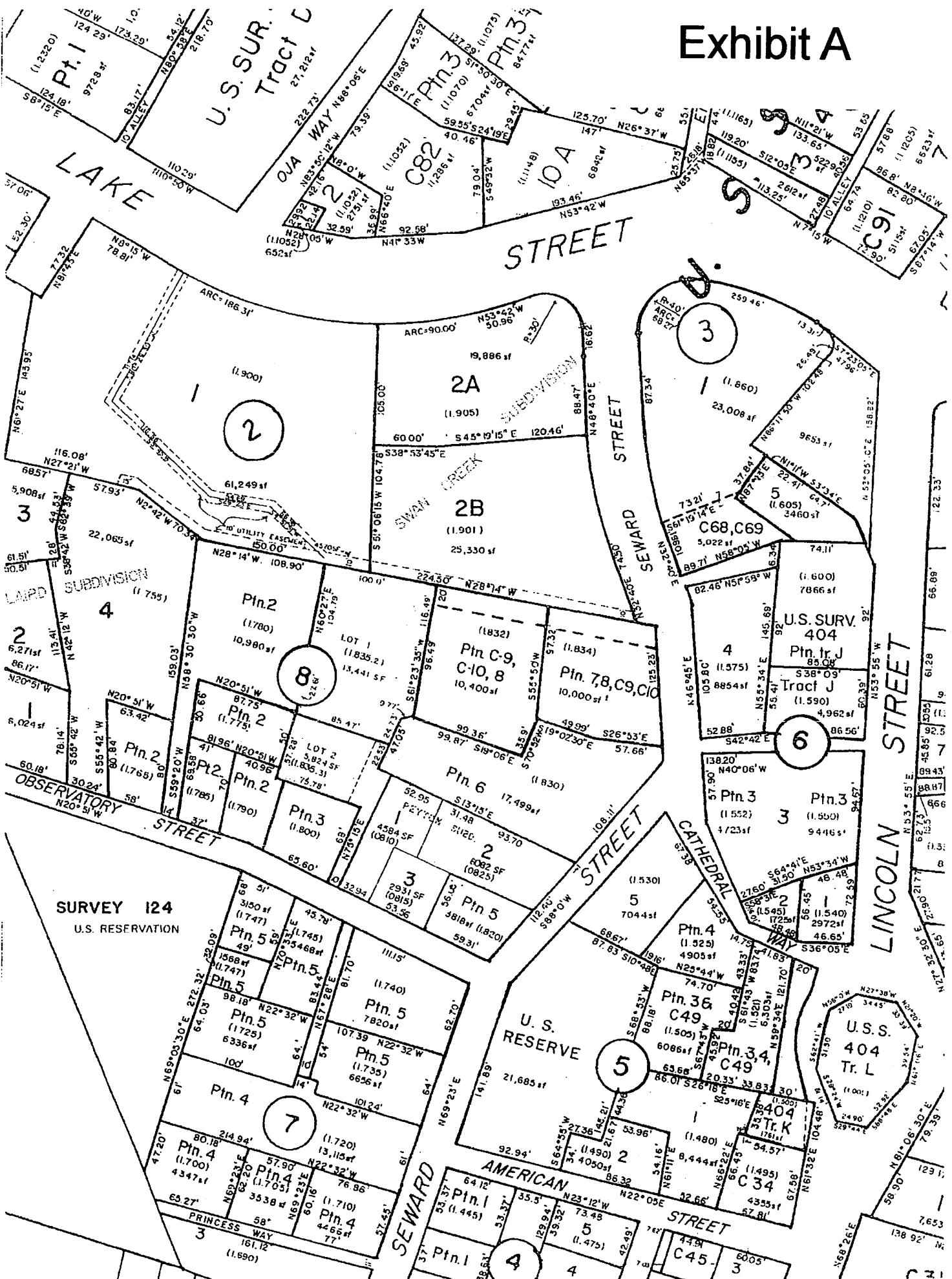
Mark Gorman, Municipal Administrator

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

THIS CERTIFIES that on this ____ day of _____, 2016, before me, a Notary Public in and for the State of Alaska, personally appeared MARK GORMAN, who is the Municipal Administrator of the City and Borough of Sitka, Alaska, a municipal corporation organized under the laws of the State of Alaska, that he has been authorized by to execute the foregoing document, and does so freely and voluntarily.

Notary Public for Alaska
My Commission Expires: _____

Exhibit A





795 W

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2016

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 Stedman Insurance Agency, Inc. 118 American St Sitka, AK 99835 Karl E. Stedman		CONTACT NAME: Karl E. Stedman PHONE (A/C, No, Ext): 907-747-8618 FAX (A/C, No): 907-747-8620 E-MAIL ADDRESS:																					
INSURED Sitka White Elephant, Inc. P.O. Box 6571 Sitka, AK 99835		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Allstate Insurance Company</td> <td>19232</td> </tr> <tr> <td colspan="2">INSURER B :</td> <td></td> </tr> <tr> <td colspan="2">INSURER C :</td> <td></td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Allstate Insurance Company		19232	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																							
INSURER E :																							
INSURER F :																							

COVERAGES CERTIFICATE NUMBER: 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="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			648111423	12/08/2015	12/08/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			OTH-ER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER	CANCELLATION
CITY&-1 City & Borough of Sitka 100 Lincoln Street Sitka, AK 99835	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 <i>Karl E Stedman</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2016

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: Sarah Newhouse PHONE (A/C, No, Ext): (907) 747-8625 E-MAIL ADDRESS: sarahn@venneberginsurance.com FAX (A/C, No): (907) 747-5065
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Sitka White Elephant Shop, Inc. P.O. Box 6571 Sitka, AK 99835	NAIC #

COVERAGES **CERTIFICATE NUMBER:** WC 2016 **REVISION NUMBER:**

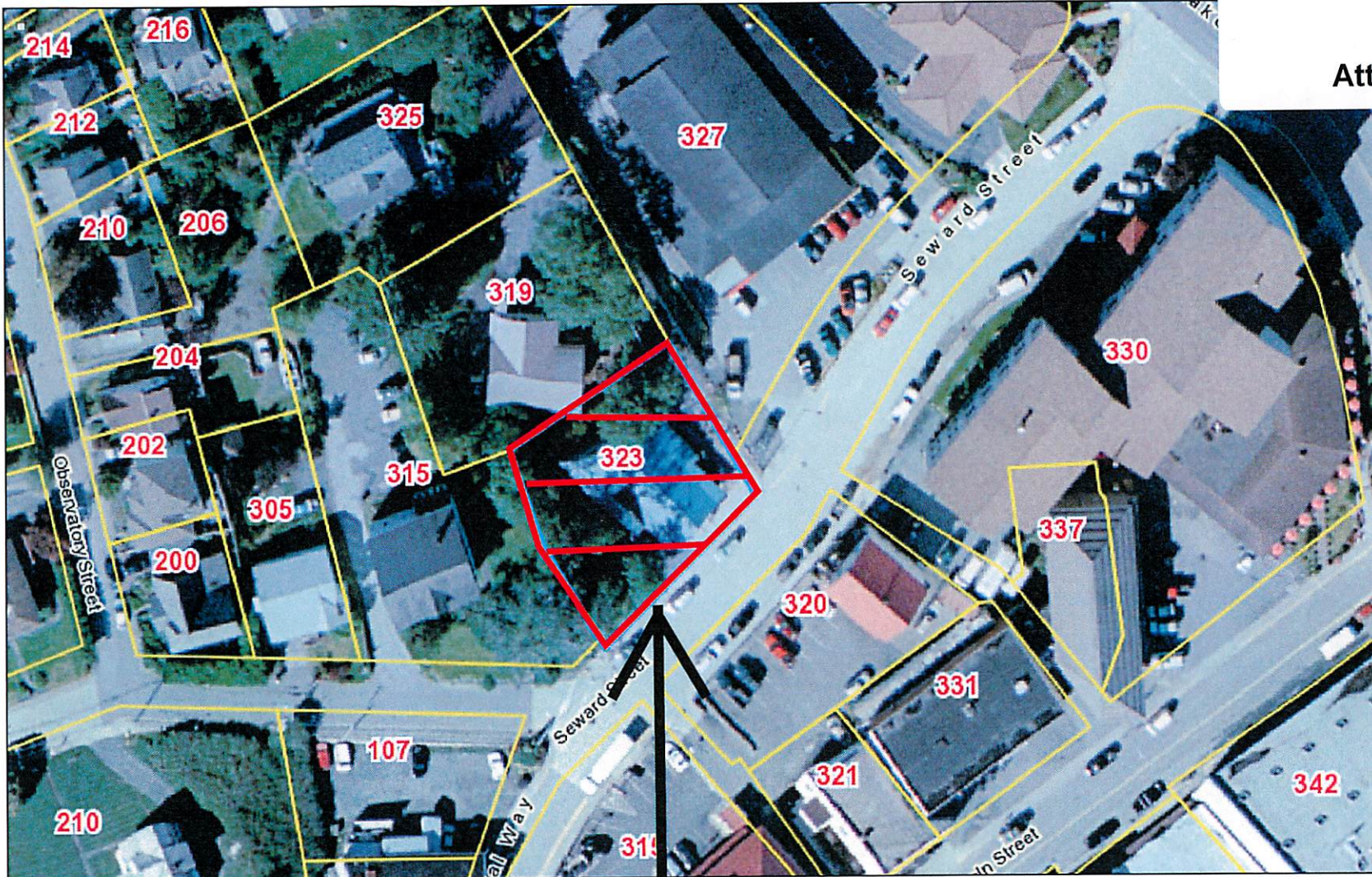
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
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	WC5-39S-347579-016	7/5/2016	7/5/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)
Evidencing Workers Compensation coverage in place.

CERTIFICATE HOLDER (907) 747-7403 samantha.pierson@cityofsit 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/SJN
---	---

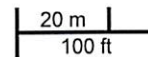
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City & Borough of Sitka, Alaska

Selected Parcel: 323 SEWARD ID: 10834001

Printed on 7/26/2016 from <http://www.mainstreetmaps3.com/ak/sitka/internal.asp>



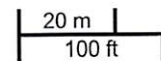
This map is for informational purposes only. It is not for appraisal of, description of, or conveyance of land. The City & Borough of Sitka, Alaska and MainStreetGIS, LLC assume no legal responsibility for the information contained herein.

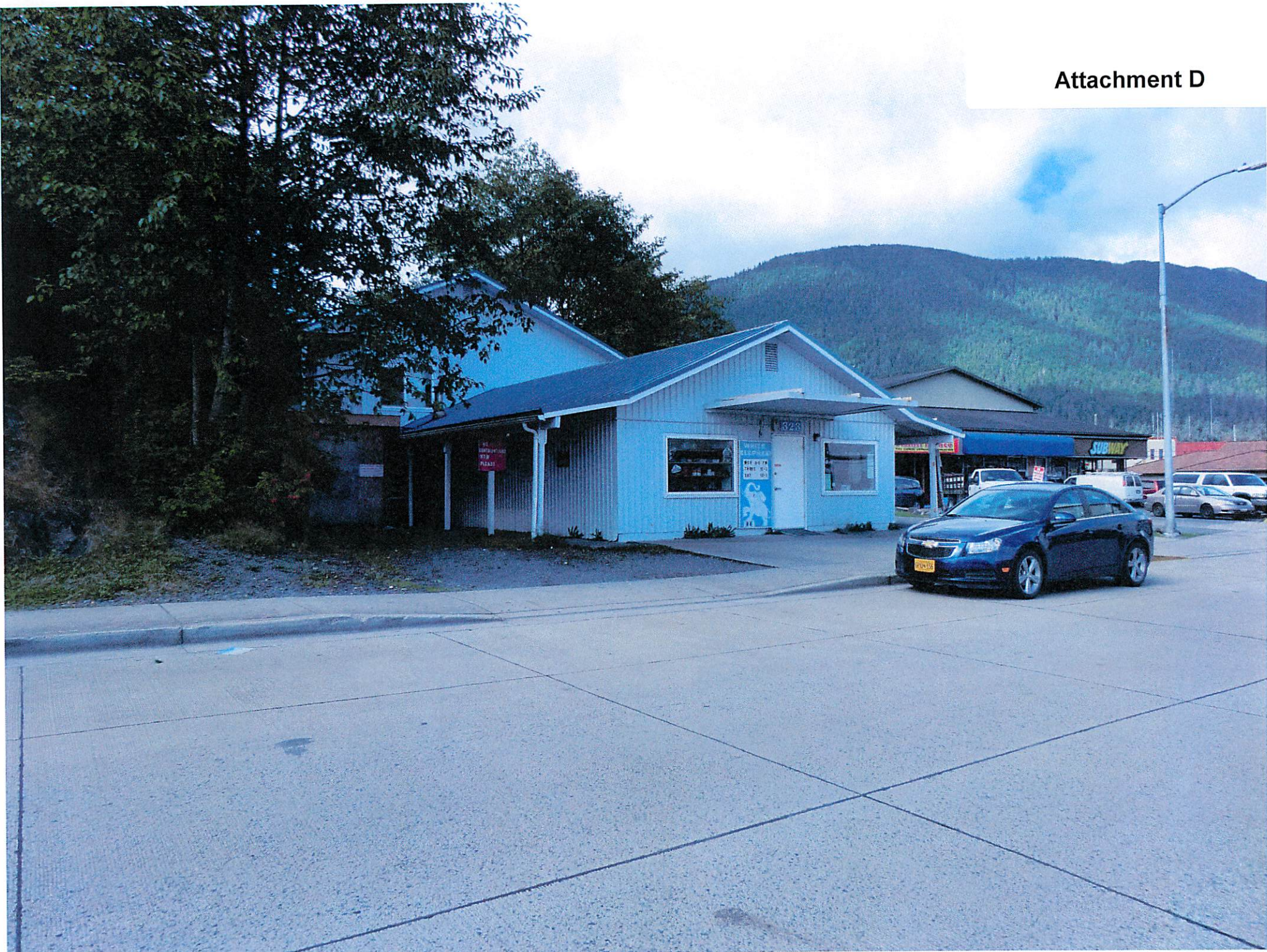


City & Borough of Sitka, Alaska

Selected Parcel: 323 SEWARD ID: 10834001

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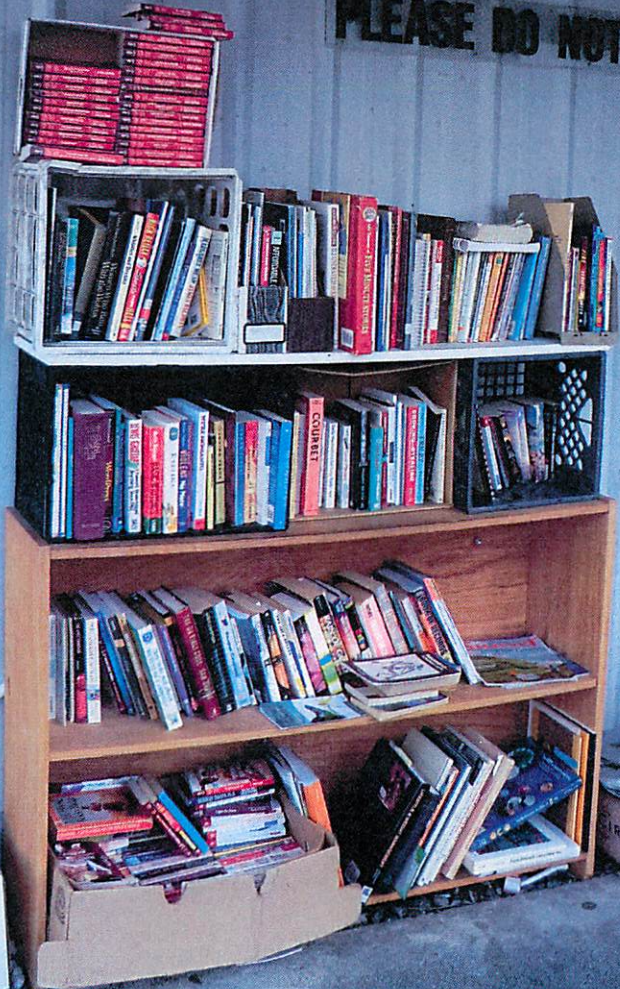
**WHITE
ELEPHANT SHOP**



*a non profit volunteer group
dedicated to assisting
"Sitkans"*

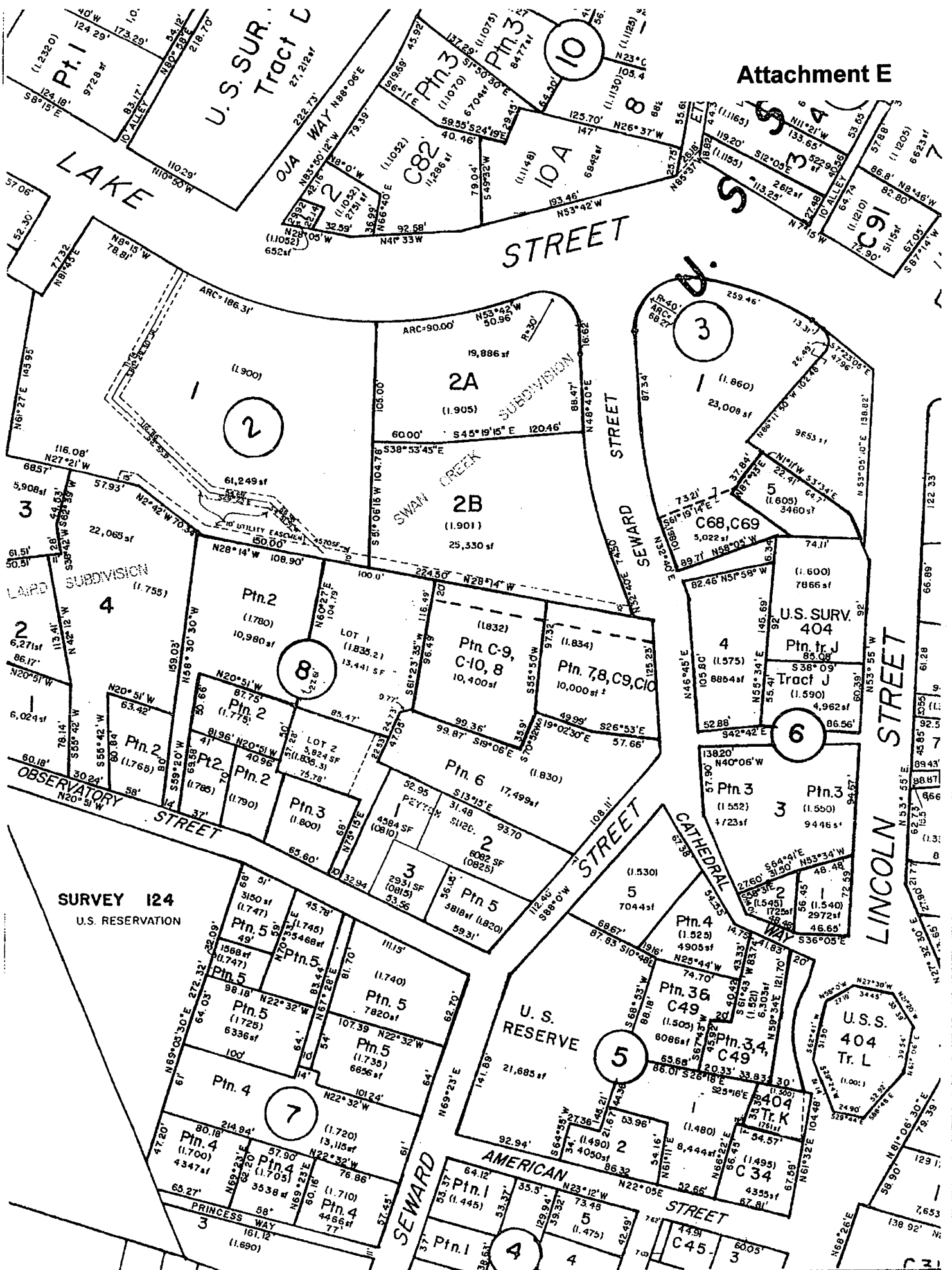
PLEASE DO NOT BLOCK DRIVEWAY

**NO
SMOKING**





Attachment E



Hughey/Parker Song moved to APPROVE a modified variance request for 216 Lakeview Drive. The variance is for the reduction in the northwesterly side setback from 5 feet to 3 feet for the replacement of a carport with a garage. The property is also known as Lot 51 Lakeview Heights Subdivision. The request is filed by Ida Eliason. The owner of record is Ida Eliason.

Motion PASSED 3-0.

- G** Public hearing and consideration of a minor subdivision and easement change request for 204 Jeff Davis Street, in the R-2 zone. The property is also known as Lot 17 Sheldon Jackson Campus Subdivision. The request is filed by Randy Hitchcock. The owner of record is Randy Hitchcock.

Item was PULLED from the agenda.

- H** Public hearing and consideration of a minor subdivision request filed for tidelands adjacent to 1 Lincoln Street, as required for the tideland lease process. The property is also known as a portion of ATS 15, and is in the Waterfront District. The request is filed by Petro Marine Services. The owner of record is the City and Borough of Sitka.

Bosak explained the request. The applicant seeks to lease tidelands on which to build a replacement fuel dock. Staff recommend approval of the final plat. Spivey asked why this would be a 50 year lease. Bosak stated that the Attorney's office determined that 50 was the right length to support investment in new infrastructure.

Jerry Jacobs represented Petro Marine, and stated that he had nothing additional to add.

No public comment.

Spivey stated that it is straight-forward.

Pohlman/Parker Song moved to adopt and APPROVE the findings as discussed in the staff report.

- 1) That the proposed minor subdivision complies with the Comprehensive Plan and Sitka General Code by delineating an area for a prospective tideland lease; and
- 2) That the subdivision would not be injurious to public health, safety, and welfare.

Motion PASSED 4-0.

Pohlman/Parker Song moved to APPROVE the final plat of the minor subdivision for tidelands adjacent to 1 Lincoln Street. The property is also known a portion of ATS 15. The request is filed by Petro Marine Services. The owner of record is the City and Borough of Sitka.

Motion PASSED 4-0.

- I** Public hearing and discussion of easement concerns and a lease renewal at 323 Seward Street filed by the White Elephant Shop. The renewal would be for 30 years. The property is also known as all of lot 7 and a

fractional part of lots 8, C-9, and C-10 of Block 8, U.S. Survey 1474 Tract A. The owner of record is the City and Borough of Sitka.

Pierson explained the history of the lease and easement concerns. Staff believes that White Elephant has adequately addressed easement issues.

Karen Grussendorf represented the board of White Elephant Shop, and stated that the board believes that they have done their job in remedying the easement concerns.

No public comment.

Spivey stated that he believes the White Elephant Shop has done their due diligence.

Parker Song/Pohlman moved to RECOMMEND that the access easement concerns at 323 Seward Street have been adequately addressed.

Motion PASSED 4-0.

J

Public hearing and consideration of a zoning map amendment filed by Lynne Brandon for 663-800 Alice Loop. The properties are also known as Lots 1-5 of Alice and Charcoal Island and Alice Island Planned Unit Development Phase 1, and Lots 1-16 of Ethel Staton Subdivision.

Scarcelli passed out a zoning map of 663-800 Alice Loop, and shared photos of homes, plats, Sealing Cove Business Center, and the general neighborhood. The proposal is to rezone 663-800 Alice Loop from Waterfront District to R-1 Residential. Alice and Charcoal Island has residential and commercial development. Surrounding land uses are vacant, residential, public facilities, municipal harbor, and commercial. A variety of commercial and public facility uses are in the area, including AT&T, Trani boat business in development, heated storage bays, Department of Transportation, municipal water treatment, and Sealing Cove Business Center. Waterfront District allows various uses that generate impacts to a higher and greater degree than residential districts, and residential owners in the Waterfront District must be aware of those potential uses. Property owners should have become aware of the Waterfront zoning when they purchased their properties. A group of property owners in the residential community support the proposed zoning map amendment, while Shee Atika opposes the proposal. The application had standing and was ripe. Residential property owners purchased their homes with strict covenants in place, which favors residential zoning. Adjacent commercial development could negatively impact residential property values. Scarcelli referred to the Griswold case. The rezoning would be inconsistent with the comprehensive plan because it would reduce the amount of available Waterfront zoned land, which is already limited. Only approximately 53 acres of Waterfront District land exists in Sitka. This proposed rezoning would remove approximately 9 acres or 18% of all Waterfront District land, or 90% of all vacant and developable Waterfront District land. Rezoning this parcel would set a precedent that all Waterfront land could be open to rezoning. The proposed rezoning would benefit private property owners but not the community at large. The Griswold case concluded that 7.22 acres does not constitute spot zoning, but this request is to rezone 8.97 acres. An argument in favor of the zoning amendment is that the covenants support the zoning amendment due to the potential impacts to property values. An argument against the zoning



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

Coast Guard City, USA

Planning and Community Development Department

Date: August 5, 2016

From: Samantha Pierson, Planner I

To: Planning Commission

Re: LM 16-05 White Elephant – Discussion of Easement Issues Prior to Lease Renewal

GENERAL INFORMATION

Applicant: White Elephant

Property Owner: City and Borough of Sitka

Property Address: 323 Seward Street

Legal Description: Lot 7, Portion of Lots 8, C-9, C-10
of Block 2, US Survey 1474 Tract A

Parcel ID Number: 1-0834-000

Size of Existing Lot: 10,559 square feet

Zoning: R-2 Residential

Existing Land Use: Commercial

Utilities: City Utilities

Access: Seward Street

Surrounding Land Use: Commercial, Residential

MEETING FLOW

- Report from Staff
- Applicant comes forward
- Applicant identifies him/herself – provides comments
- Commissioners ask applicant questions
- Staff asks applicant any questions
- Floor opened up for Public Comment
- Applicant has opportunity to clarify or provide additional information
- Comment period closed - brought back to the board
- Findings
- Motion of recommendation

ATTACHMENTS

Attachment A: Vicinity Map
Attachment B: Aerial Vicinity Map
Attachment C: Zoning Map
Attachment D: Parcel Pictures
Attachment E: Subdivision Plat
Attachment F: Application
Attachment G: Historical Documents
Attachment H: Mailing List

PROJECT DESCRIPTION

White Elephant Shop is requesting a 30 year renewal of their lease of land at 323 Seward Street. The lease will include two additional 5 year renewal periods at the discretion of the Assembly. Since 1966, the land has been leased in ten-year increments, first by the Alaska Crippled Children's Association, then by White Elephant. The city owns the land, while White Elephant owns the building. Planning Commission consideration of this lease renewal is primarily to address historical issues with the access easement.

BACKGROUND

The lease renewal was considered by the Assembly in September 2015. Neighbors raised concerns for blockage of the access easement, and the Assembly asked that the issues be resolved before returning to the Assembly for approval. Upon recommendation that the easement concerns have been mitigated, the lease will be forwarded to the Assembly for approval by ordinance. At today's hearing, Planning Department staff is recommending an opportunity for public hearing to resolve any issues regarding to the access easement, not to approve the lease.

ANALYSIS

Project / Site: The lot is 323 Seward Street. It is 10,559 square feet, and the lot is occupied by a building that is owned by the lessee. It is surrounded bounded to the north and west by residences, to the east by a commercial plaza, and to the south by Seward Street. Commercial buildings are across Seward Street from this property. The easterly portion of the property includes a 20 foot access easement to provide access to 319 and 325 Seward Street.

Easement Concerns: In 2015, neighbors raised concerns that the donation drop-off area on the east side of the property was blocking their ability to use the access easement to reach their homes.

Actions Taken By White Elephant: In response to concerns, the White Elephant Shop placed signage to direct donors to place donations on the west side of the building, away from the easement. The shop also placed notices in the Sitka Sentinel to make donors aware of the change. During staff's site visit,

signage was present and the easement was not blocked. The owners of 325 Seward Street and the agent for the owner of 319 Seward Street submitted signed statements that they are satisfied with the state of the easement.

RECOMMENDATION

It is recommended that the Planning Commission adopt the Planner I's analysis and move to recommend that the access easement concerns at 323 Seward Street have been adequately addressed.

Recommended Motions:

- 1) I move to recommend that the access easement concerns at 323 Seward Street have been adequately addressed.

Memorandum

To: Maegan Bosak, Planning and Community Development Director

From: Wendy Lawrence, Assessing Director *Wendy Lawrence*

Re: Sitka White Elephant Inc. Lease Renewal

Date: August 12, 2016

The city owned land currently leased to Sitka White Elephant Inc, has been inspected per your request for their 2016 lease renewal application. The city-owned site is located at 223 Seward Street, and consists of downtown level land with sidewalks, paved street access with curb & gutter, and full city utilities. The site is zoned R2. The building is owned by Sitka White Elephant and not considered for this valuation.

Based upon the most recent market data for this area, I have estimated the fee simple 2017 assessed value to be \$127,100. The lease annual rent shall be determined by this value & according to the lease parameters set out in SGC Title 18, with the Assembly's approval.

Please feel free to contact me if you need additional information or have questions regarding this valuation.

Please also forward the finalized lease documents once they have been recorded in order that we may complete our files.

10834000 FEE VALUE

Model:	2017	0.1900	-	10,000	Y = C * X^(P)	996.28	-0.512	S	-
						C	P	Min Value	
Valuation Date	August 12, 2016								
White Elephant - Land Lease Renewal 2016									
Parcel Number	1-0834-000				0%	Trend Factor			
Zoning	P								
P	-0.5120	-0.5120	-0.5120						
X^P	0.0100	0.0210	0.0000						
PSF VALUE	\$9.94	\$2.98	\$1.49						
C	996.28	142.26	0.00						
Y = C * X ^(P)	Upland/Filled	Unfilled	Submerged						
	100%	30%	15%						

EASEMENT SQ FT		1,900			
PARCEL SQ FT	8,100	1,900	-		
BASE LAND VALUE	\$80,486	\$663.85	0.00	\$	86,150
View Adjustment (Std,Partial,Super \$5-\$30k)	0.00	0.00	0.00	\$	-
Site Improvements (Clearing,Paving,Drive \$5-\$15k)	0.00	0.00	0.00	\$	-
Superior (Waterfront)	0.00	0.00	0.00	\$	-
Neighborhood Adjustment	0.25	0.25	0.25	\$	21,538
Inferior Adjustment (Shape)	0.225	0.23	0.23	\$	19,384
Overall Factor	1.48	1.48	1.48	\$	127,072

\$118,700	\$8,400	\$0	\$	127,100
\$0	\$0	\$0		

ADJUSTED LAND VALUE ROUNDED \$ 127,100 2017 Land Value

PER SQUARE FOOT ADJUSTED \$14.65 \$4.42 \$0.00

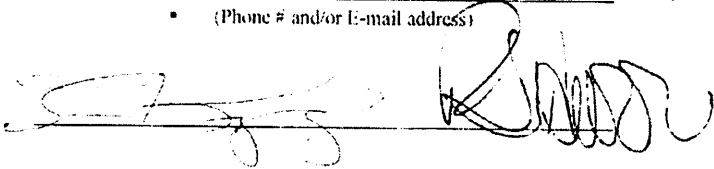
Historical Assessment Notes Found in File:

Base Assessment		\$	-
Size Adjustment			
Excess Adjustment	\$	-	

Attachment G

To the members of the City Assembly and Sitka Planning Commission:

I RS Harris & Laura Kinspiger the undersigned neighbor do not object to the renewing of the City's lease to the Sitka White Elephant Shop.

- Printed Name Robert Scott Harris & Laura Kinspiger
- Address 325 Seward St
- Contact information LAURA@HARRISAIR.COM 907-752-0959
SCOTT@HARRISAIR.COM 907-752-0220
(Phone # and/or E-mail address)
- Signature 
- Date 6-17-16

Comments:


The Sitka White Elephant Shop has made significant changes to their operation with regard to the access easement to our property. The changes have greatly improved access to our property. We sincerely appreciate their willingness to take positive action to resolve that issue.

We do not object to the renewal of the City's lease to the Sitka White Elephant Shop. However, we would like to state that the renewal lease include language ensuring the access easement remains open and that the underlying lease is non-transferable.

Attachment G


To the members of the City Assembly and Sitka Planning Commission:

I Kenneth R. Meyers the undersigned neighbor do not object to the renewing of the City's lease to the Sitka White Elephant Shop.

- Printed Name Kent Meyers
- Address 317 Seward St
- Contact information Cbuck@Yahoo.com
• (Phone # and/or E-mail address)
- Signature  *
- Date 6-20-2016

Comments:

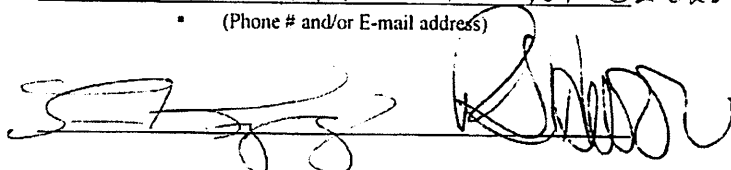
* Kent Meyers is buying the house @ 317 Seward St. From Dorothy Brallore. Kent is travelling until late June + has given me, Scott Harris permission to submit this on his behalf. He does not oppose a renewed long term lease between CBS + THE White E.



Attachment G

To the members of the City Assembly and Sitka Planning Commission:

I RS Harris & Laura Kinsperger the undersigned neighbor do not object to the renewing of the City's lease to the Sitka White Elephant Shop.

- Printed Name Robert Scott Harris & Laura Kinsperger
- Address 325 Seward St.
- Contact information LAURA@HARRISHAIR.COM 907-752-0959
SCOTT@HARRISHAIR.COM 907-752-0220
• (Phone # and/or E-mail address)
- Signature 
- Date 6.17.16

Comments:

The Sitka White Elephant Shop has made significant changes to their operation with regard to the access easement to our property. The changes have greatly improved access to our property. We sincerely appreciate their willingness to take positive action to resolve that issue.

We do not object to the renewal of the City's lease to the Sitka White Elephant Shop. However, we would like to ask that the renewed lease include language ensuring the access easement remains open and that the underlying lease is non-transferable.

Attachment G

To the members of the City Assembly and Sitka Planning Commission:

I Kenneth R. Meyers the undersigned neighbor do not object to the renewing of the City's lease to the Sitka White Elephant Shop.

- Printed Name Kenneth Meyers
- Address 317 Seward St
- Contact information Catback@yahoo.com
(Phone # and/or E-mail address)
- Signature [Handwritten Signature] *
- Date 6-20-2016

Comments:

* Kenneth Meyers is buying the house @ 317 Seward St. From Dorothy Brealoke. Ken is traveling until late June + has given me, Scott Harris permission to submit this on his behalf. He does not oppose a renewed long term lease between CBS & THE White E.

RS Harris

Attachment G

To the members of the Sitka Planning Commission and the Assembly:

I/we the undersigned neighbor/business do not object to the renewing of the City's lease to the Sitka White Elephant Shop.

Name of neighbor/business (please print)

Highliner Coffee Co. Melissa Braschiat owner

Address of neighbor/business

Geward Sq. Mall

Signature of neighbor/business owner or lease holder

M. Melissa Braschiat - Braschiat

Contact information (optional) phone # or email address

907-738-3056

Comments

Attachment G

To the members of the Sitka Planning Commission and the Assembly:

I/we the undersigned neighbor/business do not object to the renewing of the City's lease to the Sitka White Elephant Shop.

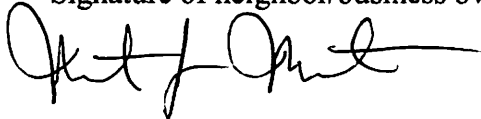
Name of neighbor/business (please print)

SEWARD SQUARE - MARTY MARTIN MANAGER

Address of neighbor/business

327 SEWARD ST

Signature of neighbor/business owner or lease holder



Contact information (optional) phone # or email address

907-747-8546

Comments

Attachment G

To the members of the Sitka Planning Commission and the Assembly:

I/we the undersigned neighbor/business do not object to the renewing of the City's lease to the Sitka White Elephant Shop.

Name of neighbor/business (please print)

Barano Realty

Address of neighbor/business

315 Seward St.

Signature of neighbor/business owner or lease holder

[Signature] for *Cathy Shaffer*

Contact information (optional) phone # or email address

747-5636

Comments

*We have had no issues with the White E
and support their mission.*

the use of the property "not consistent with the zoned area in ways that are detrimental to the health, safety and welfare of the neighborhood." Please immediately correct all violations to avoid additional fines," Scarbrough said in the letter to Burkhart. The planning office first took up the matter following complaints from neighbors of the property, which is zoned commercial.

1966 Sitka Fire Commemoration Event Jan. 22

The Sitka History Museum will present a program commemorating the 1966 fire that swept through Sitka's business district, and the community efforts that demonstrated Sitkans' resilience and perseverance in the face of adversity, 6:30-8 p.m. Jan. 22 at the Sitka Kwaan Naa Kahidi. The program will feature a panel discussion and a showing of 8mm film, photographs, and artifacts from the fire.

SCT to Hold Auditions for 'Spelling Bee'

Sitka Community Theater will hold auditions for the spring musical, "The 5th Annual Putnam County Spelling Bee," 4:30 p.m. Sunday, Jan. 31, and 7 p.m. Monday, Feb. 1, in Room 108 at the Rasmuson Student Center, on the J Campus.

The play will be directed by Sotera

name.

The Fairbanks Daily News-Miner reports police recovered \$3,500 worth of tools stolen from the laundry in the trunk of Barria's car.

Barria was not immediately arrested.

Quilters Gather

Ocean Wave Quilt Guild will meet 7 p.m. Tuesday, Feb. 2, at Grace Harbor Church across from Sea Mart. Call Megan Pasternak at 747-5943 with questions.

White E Changes Donation Drop-Off

The White Elephant Shop's donation drop-off area will be at the opposite side of the building by the children's store entrance beginning Saturday, Jan. 30.

A parking space is available for those dropping off. A banner and signs will designate the location.

The White E asks that patrons not park at the current donation area as it is closed to allow neighbors to access their property.

Fish and Game Panel to Meet

The Sitka Fish and Game Advisory Committee will meet 6 p.m. on Jan. 28 at the Sitka Sound Science Center, 834 Lincoln Street. It is open to the public.

Six seats are up for election - Hand Troll, Subsistence, Alternate, Hunting, Seine and At-Large.

The meeting will discuss statewide

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Jan. 26, i
library.

Attachment G

Tsunami, BMS Wrestling Friday

Sitka Tsunami Wrestling Club and Blatchley Middle School wrestling team will hold matches 5-6:30 p.m. Friday at Blatchley Middle School. The public is invited.

PROTECT YOUR PROPERTY

We can provide daily checks on your home or boat when you're away, so give us a call before you travel.

Sitka Home and Boat Watch
(907) 747-0559 or
(907) 738-1934

Alkaline Water • Healthy Water

Attracting Wellness
with

KANGEN WATER

Did you know...

White E Changes Donation Drop-Off

The White Elephant Shop's donation drop-off area will be at the opposite side of the building by the children's store entrance beginning Saturday, Jan. 30. A parking space is available for those dropping off. A banner and signs will designate the location.

The White E asks that patrons not park at the current donation area as it is closed to allow neighbors to access their property.

Letters to the Editor

School Project

Dear Editor: I am a student at Cascade Christian Schools, and I am writing a report on the state of Alaska. We are responsible for gathering as much information as we can about our state. If any of your readers would like to help me by sending any pictures, postcards, used license plates, facts, products, etc., from your state, it would be greatly appreciated! Thank you very much.

**Courtney, fifth-grader,
Cascade Christian School
601 9th Ave. S.E.
Puyallup, WA 98372**

White E Drop-Off

Dear Editor: In October I wrote the following:

"The Sitka White Elephant Board appreciates the cooperation of the many folks who observe the stop/go sign and only leave donations when the store is open. Unfortunately while dropping off donations many people still park in the yellow no-parking areas, thus blocking the easement and our neighbors' access

to or from their homes. This has been a continual problem for the folks living behind the White E Shop. In order to help alleviate this problem we will be moving our donations area in the near future.

"Please watch for further notices giving the date and details of this important change. In the meantime we request that you respect the neighbors' right to access their property and not block the easement."

The time has finally arrived and our new area for dropping off donations is about ready. As of Saturday, Jan. 30, all donations are to be left on the opposite side of the building near the entrance to the Children's Store. There is space there to drive in while unloading. It is not intended to be a permanent parking spot. As before we request that donations only be dropped off when the store is open and the green "go" sign is visible.

Thank you, Sitka, for your continued support and cooperation,

**Susan Brown, President,
White Elephant Board**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2016

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: Sarah Newhouse PHONE (A/C No. Ext): (907) 747-8625 FAX (A/C No): (907) 747-5065 E-MAIL ADDRESS: sarahn@venneberginsurance.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Insurance Co.		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** WC 2016 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$
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 <input checked="" type="checkbox"/> Y N/A	WC5-39S-347579-016	7/5/2016	7/5/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)

Evidencing Workers Compensation coverage in place.

CERTIFICATE HOLDER **CANCELLATION**

(907) 747-7403 samantha.pierson@cityofsitk City & Borough of Sitka 100 Lincoln Street Sitka, AK 99835	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/SJN 
---	--

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795 W

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2016

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).

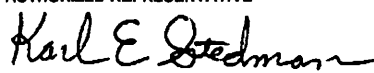
PRODUCER Stedman Insurance Agency, Inc. 118 American St Sitka, AK 99835 Karl E. Stedman	CONTACT NAME: Karl E. Stedman PHONE (A/C, No, Ext): 907-747-8618 E-MAIL ADDRESS:	FAX (A/C, No): 907-747-8620
	INSURER(S) AFFORDING COVERAGE	
INSURED Sitka White Elephant, Inc. P.O. Box 6571 Sitka, AK 99835	INSURER A: Allstate Insurance Company NAIC # 19232	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		648111423	12/08/2015	12/08/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER <p style="text-align: center;">CITY&-1</p> 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 
--	--

To the Planning Commission and the Assembly of the City and Borough of Sitka:

The Sitka White Elephant shop has been operating out of the current Seward Street location since 1966. The property, zoned R2, is owned by the City and leased to the White Elephant.

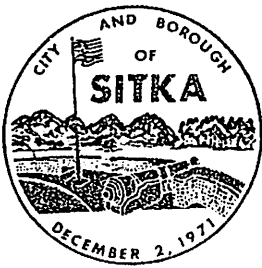
The properties behind the shop are also zoned R2. The residents of those properties access their homes via an easement across the City/White Elephant property. Unfortunately, sometimes our donors blocked the easement while dropping off items, making it difficult for those residents to get on or off their properties. In order to alleviate this problem, the White Elephant agreed to move the donation area to the other side of the building. The move was completed as of January 30, 2016.

Enclosed please find photos and drawings showing the new donation area, the signage to direct donors away from the easement, and the remodeling necessary to accommodate the move and to ensure the safety of our customers and volunteers.

The White Elephant and Volunteers sincerely hope that the progress to date will satisfy your concerns and will allow you to grant the extension of the lease for a period of 30 years.

Respectfully,

The White Elephant Board of
Directors



City and Borough of

100 Lincoln Street Sitka, Alaska

Coast Guard City, USA

Attachment G

Sitka White Elephant Shop, Inc.
323 Seward Street
PO Box 6571
Sitka, AK 99835
Attn: Anita Bergey, President

COPY

October 20, 2014

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

Dear Ms. Bergey,

Thank you for taking the time to discuss the Sitka White Elephant Shop (White E) lease renewal with me over the phone last week.

As the meeting between the White E and the City and Borough of Sitka (CBS) staff will occur after my departure, it may be useful to summarize our conversation.


On October 2nd, CBS staff met with the White E's neighboring property owners, Scott Harris and Dorothy Breedlove, to discuss possible solutions to their property access issues. The neighbors were amenable to the White E lease renewal if the donation drop-off area were to be moved to the west side of the building.

As a next step, CBS staff would like to meet with representatives of the White E to discuss lease renewal and the possibility of moving the donation drop-off area to the west side of the building. As we discussed, you can schedule this meeting through the Clerk's office at 747-1808.

The Assembly did not renew the White E lease at the September 23rd Assembly meeting due to the neighbors' concerns about access to their property being blocked. The Assembly has suggested to CBS staff that they would like to see these issues resolved prior to scheduling the White E lease renewal on a future Assembly agenda.

If you should have any questions, please feel free to contact me through October 31st or the Interim Planning Director, Scott Brylinsky, thereafter at 747-1824.

Thank you,


Wells Williams, Planning Director
City and Borough of Sitka

CC: Mark Gorman, Scott Harris, Dorothy Breedlove

Providing for today ... preparing for tomorrow

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:

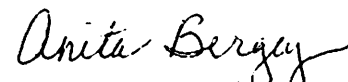
The Sitka White Elephant Shop (WES) lease is due to expire November 2016. Per our lease, the Board of Directors submit this letter as a formal request for a lease renewal at this time. We are happy to have shared a (nearly) 50 year partnership with the City of Sitka, and look forward to many more years, 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 Bergey, 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 st 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

Attachment G

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

Attachment G

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 121,510.19
 1,281,197.17

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~~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, October 24, 1976 and April 23, 1996; and

WHEREAS, the Lease term, as extended, presently runs until November 1, 2006, 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, 2016.
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

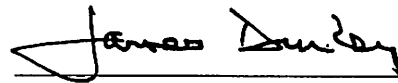
provided in the Lease.

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. 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.

CITY AND BOROUGH OF SITKA



James Dinley, Municipal Administrator

STATE OF ALASKA)
FIRST JUDICIAL DISTRICT)

)ss.

MUNICIPAL ACKNOWLEDGMENT

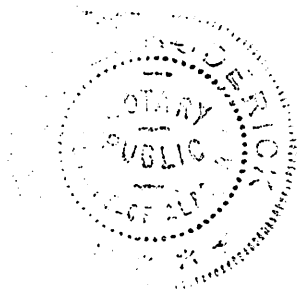
THIS CERTIFIES that on the 16th day of October, 2009, before me, a Notary Public in and for the State of Alaska, personally appeared JAMES DINLEY, known to me to be the Municipal Administrator of the City and Borough of Sitka, Alaska, a municipal corporation organized under the laws of the State of Alaska, that he has been authorized to execute the foregoing Lease amendment on its behalf and he signs freely and voluntarily.

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



Notary Public for Alaska

My Commission expires: 7/1/11



795 W

LEASE EXTENSION AND RENEWAL

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 - a. The yearly rental shall be \$1.00. Subject to adjustment as previously

WHITE ELEPHANT SHOP
INCORPORATED

Janette Nelson
Title: President Board of Directors

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15 day of October, 2009, before me the undersigned, a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Janette Nelson, known to be the person who executed the above and foregoing instrument, and acknowledged to me that he/she is authorized to sign this document, and does so freely and voluntarily.

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

Sara L Peterson
Notary Public for Alaska
My Commission expires: 4-15-2011

COMMERCIAL GENERAL LIABILITY COVERAGE FORM DECLARATIONS
OCCURRENCE FORM

- Insurance is provided subject to the limits of insurance and the deductibles inserted below. Where there is no limit or deductible amount shown, there is no coverage or deductible applicable. Refer to Section III, Limits of Insurance, and the applicable deductible endorsement form attached to this Coverage Form for the application of these limits and deductibles.
- Limits of Insurance

Limit	Amount	
GENERAL AGGREGATE LIMIT (Other than Products -- Completed Operations)	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL and ADVERTISING INJURY LIMIT	\$ 1,000,000	
EACH OCCURRENCE LIMIT	\$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 100,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$ 5,000	ANY ONE PERSON

- Deductibles

Coverage A LIABILITY	Amount and Basis of Deductible	
	PER CLAIM	PER OCCURRENCE
BODILY INJURY LIABILITY	\$	\$
PROPERTY DAMAGE LIABILITY	\$	\$
BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COMBINED	\$	\$
Enter below any limitations on the application of this deductible. If no limitation is entered, the deductible applies to damages for all bodily injury and property damage, however caused:		

BU9602B
 (Ed. 3-99)


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

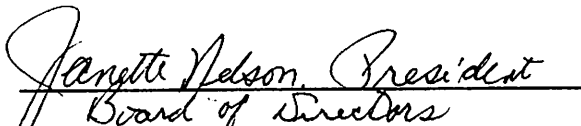
WHEREAS, the lease was extended on April 24, 1969 and October 24, 1976; and


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.

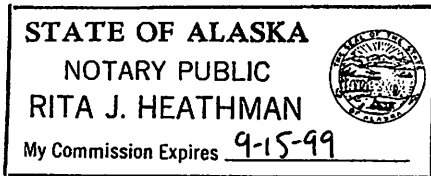

Jennette Nelson, President
Board of Directors
White Elephant Shop Incorporated
P.O. Box 553
Sitka, Alaska 99835


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 23rd 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.

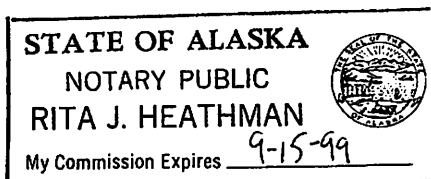
WITNESS my hand and official seal the day and year in this certificate first above written.



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 23rd 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.

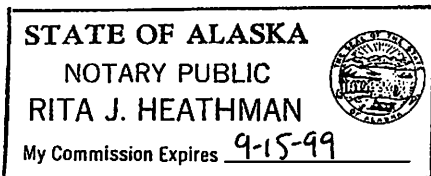


Rita J. Heathman
Notary Public for Alaska
My Commission expires: 9-15-99

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

THIS CERTIFIES that on the 23rd 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.

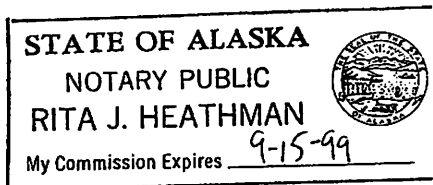
WITNESS my hand and official seal the day and year in this certificate first above written.



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 23rd 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

LEASE EXTENSION AND RENEWAL

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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.

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.

Rene S. Hallgren
Notary Public for Alaska.
My Commission Expires: 10/11/79

LEASE EXTENSION

THIS LEASE EXTENSION, made this th 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.

Attachment G

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))
STATE OF ALASKA) ss.

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.

Roy 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 24th day of March, 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.

gms

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

LEASE

Attachment G

THIS INDENTURE made this 19 day of July, 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 578, ³⁷⁷ Sitka, ~~MT. Edgcumbe~~, 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 lessee's occupancy. Lessee shall furnish lessor evidence of public liability insurance to similar effect in the minimum amount of \$ 50,000.00.

6. Any notices to either party shall be mailed to the address of the party in the first paragraph herein unless written change of address is made by the party changing its address to the other party.

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

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Attachment G

CITY OF SITKA, ALASKA

by: John W. Bourne
Mayor

ATTEST:

Margaret B. Edrassy
City Clerk

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

by: Line M. Parnell
President

ATTEST:

Anna Louise Pellett
Secretary

CORPORATE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
CITY OF SITKA)

THIS CERTIFIES that on this 12th 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.

Melosh C. Bikeland
Notary Public for Alaska
My commission expires Oct 12, 1969

Attachment G

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

On this 20th day of Oct., 1966, before me, a

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

Longenbaugh 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. Longenbaugh is the president of Sitka-Wednesday

Chapter, Inc. of A.C.A.M., 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 acknowledged 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. B. [Signature]
Notary Public for Alaska
My commission expires 3-21-68

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

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Recordir
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Attachment G



Access Easement
Dorothy L Breedlove as grantor
to grantee Dorothy L Breedlove

Access Easement of Lot 1 plat 86-2
Dorothy Subdivision, Sitka
Recording district, First
Judicial district for grantor/
grantee to access the property
for drive way purposes.
Reference to Exhibit A
Dorothy L Breedlove
Return to Dorothy L Breedlove
319 Seward St
Sitka, Alaska
99835

Acknowledged before me
October 27, 2008

Lillian J. Owens

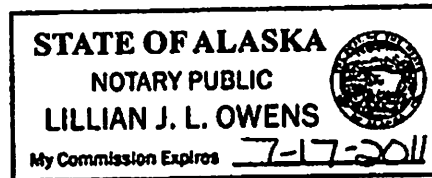


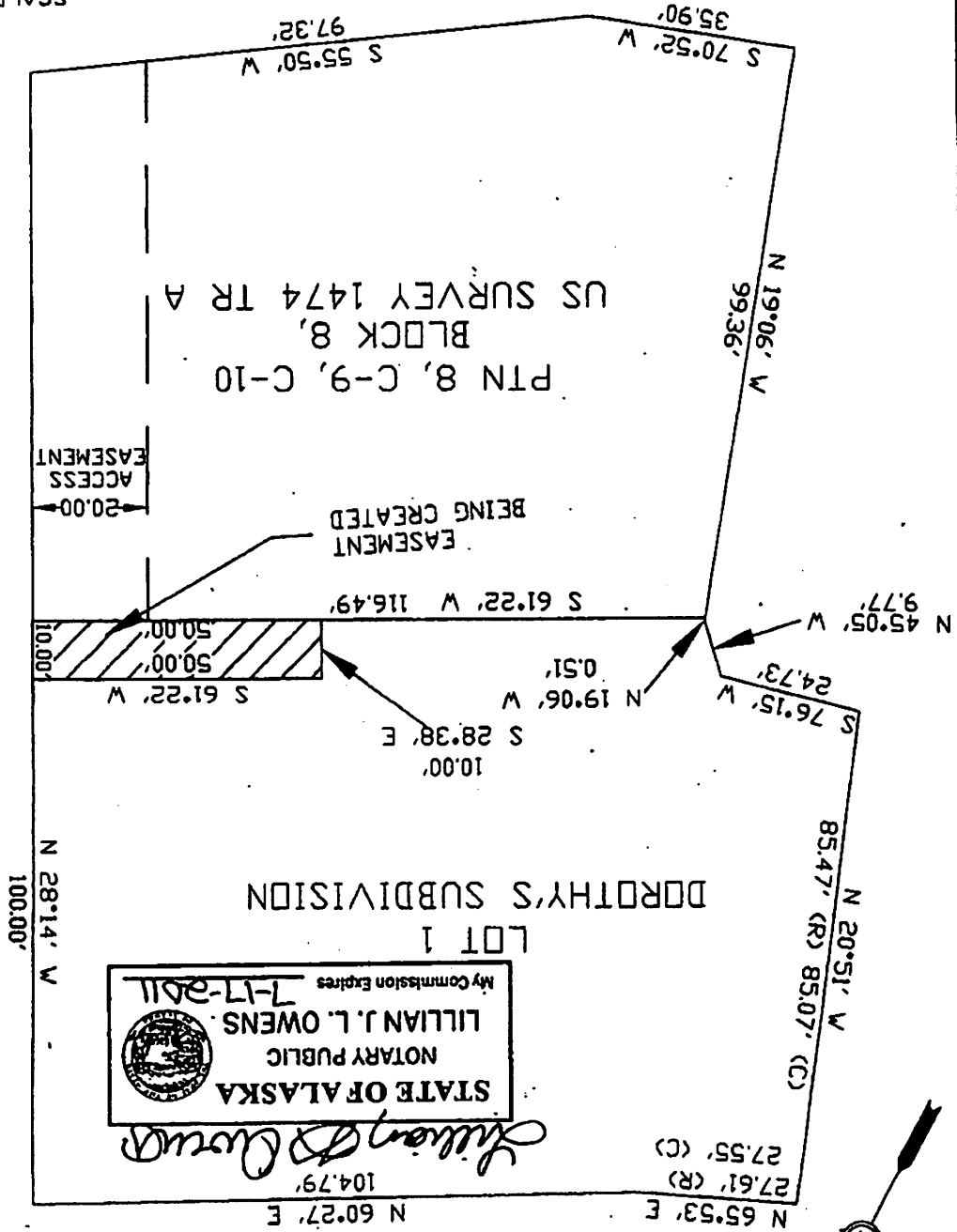


EXHIBIT "A"

DOROTHY'S SUBDIVISION
LOT 1

SUBJECT: ACCESS EASEMENT

SCALE
1" = 30'



WARRANTY DEED
(Alaska)

BOOK 18
Sitka, Alaska

Attachment G

THIS INDENTURE, Made this 7th day of AUGUST, 1943
between THE SALVATION ARMY, a California Corporation
of San Francisco, California, part of the first part, hereinafter called Grantor
and DR. ROBERT F. BRODIE and HANCOCK BRODIE, husband and wife
as tenants by the entirety
of Sitka, Alaska part of the second part, hereinafter called Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN & No/100 Dollars,
lawful money of the United States of America, and other valuable consideration, to be in hand
paid by said Grantee, the receipt whereof is hereby acknowledged, do give by these presents grant,
bargain, sell, convey and confirm unto the said Grantee, and to their heirs and assigns, the
following described real property situated in Sitka Recording District, Sitka

Alaska, to-wit: That fractional part of lots 8 and 9-10 of Block 8 of
U. S. Survey 1474 Tract A, Townsite of Sitka, Alaska, more
fully described as:

Beginning at a point 9.77 feet south 45°05' east of the north
westerly corner of Lot 3 of said Block 8, thence south 19°06'
east a distance of 9.51 feet to Corner No. 1 of this description
and the true point of beginning;
thence south 19°06' east a distance of 99.76 feet to Corner No. 2;
thence north 70°50' east a distance of 35.90 feet to Corner No. 3;
thence north 55°50' east a distance of 57.32 feet to Corner No. 4;
thence north 38°14' west a distance of 94.55 feet to Corner No. 5;
thence south 61°22' west a distance of 114.49 feet to Corner No. 1,
the true point of beginning containing 11,336.7 square feet.

This conveyance is subject to an easement for City sewer, water
and any other underground utility lines desired by said City,
all located or to be located in a 15 ft. strip along the north-
westerly boundary of the above tract.

Further, the grantor hereby grants a non-exclusive 20 ft.
easement for access along the northerly boundary of
that portion of said Lot 8 between the above described tract
and Seward Street. Should other access become available,
this easement is automatically rescinded.

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging, or in anywise
appertaining, unto them the said Grantee, and to their heirs and assigns forever,
SUCCESSORS,

AND the said Grantor, its heirs, executors and administrators, do give, by these presents,
covenant, grant and agree to and with said Grantee, their heirs and assigns, that if
said Grantor, its heirs, executors and administrators, all and singular, the premises here-
inabove conveyed or mentioned, with the appurtenances, unto the said Grantee, their heirs
and assigns, and against each and every person or persons whatsoever lawfully claiming or to claim
the same, or any part thereof, shall and will WARRANT and FOREVER DEFEND.

IN WITNESS WHEREOF, The said Grantor, has hereunto sub-scribed and
seal, the day and year in this instrument first above written.

Signed: Witness and Delivered in the presence of
THE SALVATION ARMY, A CALIFORNIA CORPORATION
By: [Signature] (SEAL)
Vice-President (SEAL)
By: [Signature] (SEAL)
Title: Secretary

SITKA 63-838
Serial No. _____

UNITED STATES OF AMERICA
TERRITORY OF ALASKA

Individual Ack

THIS IS TO CERTIFY that on this _____ day of _____, 19____,
before me the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned
and sworn, personally appeared _____

to me known to be the person _____ described in and who executed the above and foregoing instru-
ment, and acknowledged to me that _____ be _____ signed and sealed the same freely and volun-
tarily for the uses and purposes therein mentioned.

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

Notary Public for Alaska. My commission expires _____

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

ss.

CORPORATE ACKNOWLEDGMENT

On this 7th day of August, 1963, before me, a Notary
Public for the State of California, County of: San Francisco,

personally appeared W. J. Parkins and Donald V. Barry,
to me known, who, being by me duly sworn, each for himself and not
one for the other, did depose and say that they reside at 59 Holimo Dr. San Francisco, and 31 S. Hill Blvd. San Francisco,
respectively, and that W. J. Parkins is the

Vice President of THE SALVATION ARMY and that Donald V. Barry

is the Secretary of THE SALVATION ARMY of California
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 Vice 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 Vice 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



RECORDED - FILED
 SITKA REC. DIST.
 DATE 9-19 1963
 TIME 3:00 PM
 Represented by W. J. Parkins
 Address SITKA

Alda C. Collins (Alda C. Collins)
Notary Public for California
County of San Francisco
My commission expires _____

No. _____
WARRANTY DEED
(ALASKA)

FROM	TO

Filed _____ 19____
 FILED FOR RECORD AT REQUEST OF _____
 on the _____ day of _____, 19____,
 at _____ minutes past _____ M.
 and recorded in volume _____
 of _____ Page _____
 Records of U. S. Commissioner
 By _____ President
 _____ Deputy

QUITCLAIM DEED

WHEREAS, the United States acting by and through the Administrator of the Federal Works Agency filed its Declaration of Taking in condemnation proceedings in the United States District Court for the District of Alaska on August 6, 1942, and deposited the sum of \$1.00 into the registry of the court on that day; and

WHEREAS, the court entered its judgment on the Declaration of Taking on August 6, 1942, vested in the United States of America a fee simple title to the land; and

WHEREAS, the said land was acquired by the United States under the provisions of Section 202 of Title II of the Act of October 14, 1940, as amended, as a site for hospital facilities; and

WHEREAS, since the said land was acquired as aforesaid, the project has been rescinded and the Town of Sitka has requested the United States of America to convey the said property back to it; and

WHEREAS, the Administrator of the Federal Works Agency deems that the said property should be conveyed back to the Town of Sitka, Alaska, and that this conveyance is made in the public interest.

FOR, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the United States of America in the consideration of the foregoing premises and the sum of \$1.00, the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever quitclaim unto the Town of Sitka and its assigns forever all that tract or parcel of land situated in the Townsite of Sitka, Territory of Alaska, and more particularly described as follows:

All of Lot 7 in Block 8 and part of Tracts C-9, C-10 and Lot 8 in Block 8 of the Townsite of Sitka, Alaska, as shown on U. S. Survey No. 1474, Tract "A", described as follows: Beginning at the point in the northerly side of Seward Street at the southeasterly corner of Lot 8, aforesaid; running thence North 23 degrees 14 minutes West 190.0 feet to a point; thence South 60 degrees 27 minutes West 116.7 feet to a point; thence South 19 degrees 02

minutes East approximately 98.94 feet to a point; thence North 70 degrees 25 minutes East 35.9 feet to a point; thence South 19 degrees 05 minutes East 50.0 feet to a point; thence South 29 degrees 53 minutes East 62.80 feet to a point in the northerly side of Seward Street; thence along the northerly side of Seward Street North 46 degrees 45 minutes East 106.62 feet to the point or place of beginning.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by the Administrator of the Federal Works Agency and the seal of the Federal Works Agency to be hereunto affixed this 13th day of January, 1944.

Signed, sealed and delivered in the presence of:

UNITED STATES OF AMERICA

Leon R. Kempainen
Dorothy L. Cupp

Philip B. Fleming
Administrator
Federal Works Agency

UNITED STATES OF AMERICA }
DISTRICT OF COLUMBIA } SS

I, a Notary Public in and for the District of Columbia, and as such officer authorized to take acknowledgments of deeds, do hereby certify that Major General Philip B. Fleming, Administrator, Federal Works Agency, personally known to me to be the person and officer whose name is subscribed to the foregoing instrument, appeared before me and acknowledged the said instrument, to be his free act and deed in his said capacity and the free act and deed of the said United States of America for the purposes therein expressed, and the seal thereto affixed is the seal of the Federal Works Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in Washington, D. C. this 13th day of January, 1944.

Ellen Virginia Hark
Notary Public, District of Columbia

By commission expires Feb 10 1947 UNITED STATES, DISTRICT OF ALASKA } SS:
Division No. 1 Sitka Precinct No. 4.

William V. Knight Commissioner and Ex-Officio Recorder for the District of Alaska, I do hereby certify that the within and foregoing instrument of Philip B. Fleming recorded in my office on the 15th day of February, 1944, at 25 minutes past 10 o'clock A. M. and duly recorded in the DEED Record Book No. 8 on page 731-58 the records of the Recording District of Sitka, No. 4 Division No. 1 Territory of Alaska.

Attest: William V. Knight
Commissioner and Ex-Officio Recorder

FILED FOR RECORD
15th DAY OF JAN 1944
AT 10:25

Parcel ID: 10005000
ORTHODOX CHURCH IN AMERICA
RUSSIAN GREEK MISSION
ORTHODOX CHURCH IN AMERICA
P.O. BOX 697
SITKA AK 99835-0697

Parcel ID: 10325000
LORETTA NESS
NESS, LORETTA, J.
102 WINCHESTER WAY
SITKA AK 99835

Parcel ID: 10339000
LUENOR RENTALS, LLC
LUENOR RENTALS, LLC
111 SAND DOLLAR DR
SITKA AK 99835

Parcel ID: 10482000
U.S. RESERVE
U.S. RESERVE
210 SEWARD ST
SITKA AK 99835

Parcel ID: 10525000
TELEPHONE UTILITIES OF
NORTHLAND
ATTN: TAX DEPT.
TELEPHONE UTILITIES OF
NORTHLAND
600 TELEPHONE AVE, MS#8

Parcel ID: 10545000
CANDI BARGER
BARGER, CANDI, C.
P.O. BOX 365
SITKA AK 99835-0365

Parcel ID: 10590000
~~SNOWDEN GROUP, LLC~~
~~SNOWDEN GROUP, LLC~~
P.O. BOX 178
SITKA AK 99835-0178

Parcel ID: 10740000
CRAIG/BRENDA SHOEMAKER
SHOEMAKER, CRAIG, A./BRENDA, S.
P.O. BOX 2174
SITKA AK 99835-2174

Parcel ID: 10748001
WILLIAM/LIBBY STORTZ
STORTZ, WILLIAM, A./LIBBY
215 OBSERVATORY ST
SITKA AK 99835

Parcel ID: 10785000
OBSERVATORY, LLC
OBSERVATORY, LLC
P.O. BOX 1785
SITKA AK 99835-1785

Parcel ID: 10260000
WELLS FARGO BANK
% THOMSON PROP TAX SERV
WELLS FARGO
P.O. BOX 2609
CARLSBAD CA 92018-2609

Parcel ID: 10335000
THE TROUTTE FAMILY TRUST
TROUTTE CENTER
TROUTTE, RICHARD/SANDRA
329 HARBOR DR.
SITKA AK 99835

Parcel ID: 10370000
~~CLIFF/SHIRLEY ROBARDS~~
~~ROBARDS, CLIFFORD, G./SHIRLEY~~
P.O. BOX 235
SITKA AK 99835-0235

Parcel ID: 10505000
SITKA HERITAGE PROPERTIES, LLC
APARTMENT, THE
SITKA HERITAGE PROPERTIES, LLC
1 MAKSOUTOFF ST
SITKA AK 99835

Parcel ID: 10530000
TELEPHONE UTILITIES OF
NORTHLAND
ATTN: TAX DEPT.
TELEPHONE UTILITIES OF
NORTHLAND
600 TELEPHONE AVE, MS#8

Parcel ID: 10550000
SHEE ATIKA HOLDINGS LINCOLN ST,
LLC
SHEE ATIKA HOLDINGS LINC. ST, LLC
315 LINCOLN ST, #300
SITKA AK 99835

Parcel ID: 10600000
CHRISTOPHER BOWEN
BOWEN, CHRISTOPHER, S.
310 MARINE ST
SITKA AK 99835

Parcel ID: 10745000
WILLIAM/IRENE FERGUSON
FERGUSON, WILLIAM, G./IRENE, G.
207 OBSERVATORY ST
SITKA AK 99835

Parcel ID: 10775000
KAREN LUCAS
LUCAS, KAREN, J.
218 OBSERVATORY ST.
SITKA AK 99835

Parcel ID: 10790000
RACHEL MYRON
MYRON, RACHEL, E.
P.O. BOX 53
TENAKEE SPRINGS AK 99841-0053

Parcel ID: 10320000
CLIFFORD/SHIRLEY ROBARDS
ROBARDS, CLIFFORD, G./SHIRLEY, E.
P.O. BOX 235
SITKA AK 99835-0235

Parcel ID: 10337000
FIRST NATIONAL BANK OF
ANCHORAGE
ATTN: ACCOUNTING SECTION
FIRST NATIONAL BANK ALASKA
P.O. BOX 10-0720
ANCHORAGE AK 99510

Parcel ID: 10480000
LINDA/NANCY TRIERSCHIELD
TRUST/MCGRAW
TRIERSCHIELD BUILDING
TRIERSCHIELD, L./MC GRAW, NANCY
P.O. BOX 718
SITKA AK 99835-0718

Parcel ID: 10521000
KCCR PROPERTIES, LLC
KCCR PROPERTIES, LLC
P.O. BOX 614
SITKA AK 99835-0614

Parcel ID: 10540000
MICHAEL FINN
FINN, MICHAEL, K.
116 KNUTSON DR
SITKA AK 99835

Parcel ID: 10575000
SNOWDEN GROUP, LLC
SNOWDEN GROUP, LLC
P.O. BOX 178
SITKA AK 99835-0178

Parcel ID: 10605000
LOYAL ORDER OF MOOSE, INC.
LOYAL ORDER OF MOOSE
337 LINCOLN ST.
SITKA AK 99835

Parcel ID: 10747000
DORIK/CAROLYN MECHAU/SERVID
MECHAU, DORIK/SERVID, CAROLYN
209 OBSERVATORY ST
SITKA AK 99835

Parcel ID: 10780000
~~KAREN LUCAS~~
~~LUCAS, KAREN~~
218 OBSERVATORY ST
SITKA AK 99835

Parcel ID: 10800000
DARRYL/BERNADET
REHKOPF/RASMUSSEN
REHKOPF, DARRYL/RASMUSSEN,
BERNADETTE
210 OBSERVATORY ST
SITKA AK 99835

Assembly Mailing

September 2, 2016

Parcel ID: 10905000
 DOCK STREET BLDG. CORP.
 DOCK STREET BLDG. CORP.
 P.O. BOX 7920
 KETCHIKAN AK 99901-7920

Parcel ID: 10860000
 SCJOJO, LLC
 WESTMARK SITKA
 SCJOJO, LLC
 330 SEWARD ST.
 SITKA AK 99835

Parcel ID: 10834001
 WHITE ELEPHANT SHOP, INC.
 WHITE ELEPHANT(BLDG ONLY)
 WHITE ELEPHANT SHOP, INC.
 323 SEWARD ST.
 SITKA AK 99835

Parcel ID: 10825000
 ELIZABETH/GEORG
 KILKEARY/HARDISON, III
 KILKEARY, ELIZABETH & HARDISON,
 GEORGE
 305 SEWARD STREET
 SITKA AK 99835

Parcel ID: 10810000
 BARABAY DOW
 DOW, BARABAY, B.
 11733 12TH AVE NE
 SEATTLE WA 98125-5007

Parcel ID: 10900000
 CITY & BOROUGH OF SITKA
 FIREHALL
 C/O OF SITKA
 100 HINGOLEN ST
 SITKA AK 99835

Parcel ID: 10835002
 R. SCOTT/LAURA
 HARRIS/KRONSPERGER
 HARRIS, R. SCOTT/KRONSPERGER,
 LAURA, L.
 325 SEWARD ST
 SITKA AK 99835

Parcel ID: 10830000
 S & C/M & G SHAFER TRUST/TSHER
 SHAFER, ST/CA./TSHER, MI/GI.
 315 SEWARD ST
 SITKA AK 99835

Parcel ID: 10815000
 BRYAN/DANA HOWEY/JORGENSEN-
 HOWEY
 HOWEY, BRYAN & JORGENSEN-
 HOWEY, DANA
 P.O. BOX 506
 STELLA, AK 99835 0202

Parcel ID: 10901000
 JAMES/JOYCE MARTIN
 MARTIN, JAMES, E./JOYCE, M.
 830 FRANKTON RD
 HOOD RIVER OR 97031

Parcel ID: 10835003
 DOROTHY/SHERRI BREEDLOVE
 BREEDLOVE, DOROTHY, L./SHERRI, L.
 319 SEWARD ST, #B
 SITKA AK 99835

Parcel ID: 10832000
 KENNETH MEYERS
 MEYERS, KENNETH
 1982 HALIBUT POINT RD
 SITKA AK 99835

Parcel ID: 10820000
 STEVEN/KARI FISH/JOHNSON
 FISH, STEVEN, T./JOHNSON, KARI, L.
 P.O. BOX 6448
 SITKA AK 99835-6448



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

Coast Guard 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, September 13, 2016 on the following items:

- A. Public hearing and consideration of a tideland lease request filed by Petro Marine Services for 7109 square feet of tidelands adjacent to 1 Lincoln Street. The property is also known as a portion of ATS 15.
- B. **Public hearing and consideration of a land lease renewal request filed by White Elephant Shop for 323 Seward Street. The property is also known as all of lot 7 and a fractional part of lots 8, C-9, and C-10 of Block 8, US Survey 1474 Tract A.**

The Assembly may take action on September 13, 2016. The Assembly meeting will begin at 6:00 pm at University of Alaska Southeast, 1332 Seward Avenue, Room 229 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.

Attachment H

Parcel ID: 10001000
STATE OF ALASKA
PIONEER HOME
ALASKA, STATE OF
P.O. BOX 110208
JUNEAU AK 99811

Parcel ID: 10020000
CASTLE HILL, LLC
CASTLE HILL, LLC
117 GRANITE CREEK RD, STE 201
SITKA AK 99835

Parcel ID: 10260000
WELLS FARGO BANK
% THOMSON PROP TAX SERV
WELLS FARGO
P.O. BOX 2609
CARLSBAD CA 92018-2609

Parcel ID: 10335000
THE TROUTTE FAMILY TRUST
TROUTTE CENTER
TROUTTE, RICHARD/SANDRA
329 HARBOR DR.
SITKA AK 99835

Parcel ID: 10370000
CLIFF/SHIRLEY ROBARDS
ROBARDS, CLIFFORD, G./SHIRLEY
P.O. BOX 235
SITKA AK 99835-0235

Parcel ID: 10505000
SITKA HERITAGE PROPERTIES, LLC
APARTMENT, THE
SITKA HERITAGE PROPERTIES, LLC
1 MAKSOUTOFF ST
SITKA AK 99835

Parcel ID: 10530000
~~TELEPHONE UTILITIES OF
NORTHLAND
ATTN: TAX DEPT.
TELEPHONE UTILITIES OF
NORTHLAND
600 TELEPHONE AVE, MS#8~~

Parcel ID: 10550000
SHEE ATIKA HOLDINGS LINCOLN ST,
LLC
SHEE ATIKA HOLDINGS LINC. ST, LLC
315 LINCOLN ST, #300
SITKA AK 99835

Parcel ID: 10600000
CHRISTOPHER BOWEN
BOWEN, CHRISTOPHER, S.
310 MARINE ST
SITKA AK 99835

Parcel ID: 10745000
WILLIAM/IRENE FERGUSON
FERGUSON, WILLIAM, G./IRENE, G.
207 OBSERVATORY ST
SITKA AK 99835

Parcel ID: 10005000
ORTHODOX CHURCH IN AMERICA
RUSSIAN GREEK MISSION
ORTHODOX CHURCH IN AMERICA
P.O. BOX 697
SITKA AK 99835-0697

Parcel ID: 10033000
BLANCA HERNANDEZ
HERNANDEZ, BLANCA
2435 MARIAN BAY CIRCLE
ANCHORAGE AK 99515

Parcel ID: 10320000
CLIFFORD/SHIRLEY ROBARDS
ROBARDS, CLIFFORD, G./SHIRLEY, E.
P.O. BOX 235
SITKA AK 99835-0235

Parcel ID: 10337000
FIRST NATIONAL BANK OF
ANCHORAGE
~~ATTN: ACCOUNTING SECTION
FIRST NATIONAL BANK ALASKA
P.O. BOX 10-0720
ANCHORAGE AK 99510~~

Parcel ID: 10480000
LINDA/NANCY TRIERSCHIELD
TRUST/MCGRAW
TRIERSCHIELD BUILDING
TRIERSCHIELD, L./MCGRAW, NANCY
P.O. BOX 718
SITKA AK 99835-0718

Parcel ID: 10521000
KCCR PROPERTIES, LLC
KCCR PROPERTIES, LLC
P.O. BOX 614
SITKA AK 99835-0614

Parcel ID: 10540000
MICHAEL FINN
FINN, MICHAEL, K.
116 KNUTSON DR
SITKA AK 99835

Parcel ID: 10575000
SNOWDEN GROUP, LLC
SNOWDEN GROUP, LLC
P.O. BOX 178
SITKA AK 99835-0178

Parcel ID: 10605000
LOYAL ORDER OF MOOSE, INC.
LOYAL ORDER OF MOOSE
337 LINCOLN ST.
SITKA AK 99835

Parcel ID: 10747000
DORIK/CAROLYN MECHAU/SERVID
MECHAU, DORIK/SERVID, CAROLYN
209 OBSERVATORY ST
SITKA AK 99835

Parcel ID: 10016000
CITY & BOROUGH OF SITKA
CITY HALL
~~C/B OF SITKA
100 LINCOLN ST
SITKA AK 99835~~

Parcel ID: 10258000
CITY & BOROUGH OF SITKA
CRESCENT HARBOR TIDELANDS
~~C/B OF SITKA
100 LINCOLN ST
SITKA AK 99835~~

Parcel ID: 10325000
LORETTA NESS
NESS, LORETTA, J.
102 WINCHESTER WAY
SITKA AK 99835

Parcel ID: 10339000
LUENOR RENTALS, LLC
LUENOR RENTALS, LLC
111 SAND DOLLAR DR
SITKA AK 99835

Parcel ID: 10482000
U.S. RESERVE
U.S. RESERVE
210 SEWARD ST
SITKA AK 99835

Parcel ID: 10525000
TELEPHONE UTILITIES OF
NORTHLAND
~~ATTN: TAX DEPT.
TELEPHONE UTILITIES OF
NORTHLAND
600 TELEPHONE AVE, MS#8~~

Parcel ID: 10545000
CANDI BARGER
BARGER, CANDI, C.
P.O. BOX 365
SITKA AK 99835-0365

Parcel ID: 10590000
SNOWDEN GROUP, LLC
~~SNOWDEN GROUP, LLC
P.O. BOX 178
SITKA AK 99835-0178~~

Parcel ID: 10740000
CRAIG/BRENDA SHOEMAKER
SHOEMAKER, CRAIG, A./BRENDA, S.
P.O. BOX 2174
SITKA AK 99835-2174

Parcel ID: 10748001
WILLIAM/LIBBY STORTZ
STORTZ, WILLIAM, A./LIBBY
215 OBSERVATORY ST
SITKA AK 99835

White Elephant
Easement Review and Lease Renewal
323 Seward Street

Trierschild Trust
PO Box 718
Sitka, AK 99835

Telephone Utilities of Northland
600 Telephone Ave, MS #8
Anchorage, AK 99503

First National Bank of Anchorage
PO Box 10-0720
Anchorage, AK 99510

Parcel ID: 16675000
CITY & BOROUGH OF SITKA
(BAILEY'S MARINE
C/B OF SITKA
100 LINCOLN ST
SITKA AK 99835

Parcel ID: 16657000
U.S. FOREST SERVICE
FOREST SERVICE DOCK
U.S. FOREST SERVICE
204 SIGNAKA WAY
SITKA AK 99835

Parcel ID: 16655001
C/B OF SITKA
BETWEEN TOTEM SQUARE
C/B OF SITKA
100 LINCOLN ST
SITKA AK 99835

Parcel ID: 16655000
SCJO, LLC
TOTEM SQUARE
SCJO, LLC
2819 DAWSON ST
ANCHORAGE AK 99503

Parcel ID: 16656000
ALASKA, STATE OF
TOTEM SQUARE LAWN
ALASKA, STATE OF
TOTEM SQUARE LAWN
SITKA AK 99835

Parcel ID: 15997000
SITKA TRIBE OF ALASKA
SHEETKA KWAN NVA KAHINI
SITKA TRIBE OF ALASKA
456 KATLIAN ST.
SITKA AK 99835

Parcel ID: 16000000
JAMES MCGOWAN
MCGOWAN, JAMES, W.
202 KATLIAN, #A
SITKA AK 99835

Parcel ID: 16015000
ROBERT/KAREN PARKER
PARKER, ROBERT & KAREN
204 KATLIAN AVE
SITKA AK 99835

Parcel ID: 10900000
CITY & BOROUGH OF SITKA
FIREHALL
C/B OF SITKA
100 LINCOLN ST
SITKA AK 99835

Parcel ID: 10901000
JAMES/JOYCE MARTIN
MARTIN, JAMES, E./JOYCE, M.
830 FRANKTON RD
HOOD RIVER OR 97031

Parcel ID: 10905000
DOCK STREET BLDG. CORP.
DOCK STREET BLDG. CORP.
P.O. BOX 7920
KETCHIKAN AK 99901-7920

Parcel ID: 10835002
R. SCOTTLAURA
HARRIS/KRONSPERGER
LAURA, L.
325 SEWARD ST
SITKA AK 99835

Parcel ID: 10835003
DOROTHY/SHERIE BREEDLOVE
BREEDLOVE, DOROTHY, L./SHERIE, L.
319 SEWARD ST, #B
SITKA AK 99835

Parcel ID: 10860000
SCJO, LLC
WESTMARK SITKA
SCJO, LLC
330 SEWARD ST.
SITKA AK 99835

Parcel ID: 10830000
S & C/M & G SHAFFER TRUST/SHISHER
SHAFFER, ST/CA/ TISHER, M/GL
315 SEWARD ST
SITKA AK 99835

Parcel ID: 10832000
DOROTHY/SHERIE BREEDLOVE
BREEDLOVE, DOROTHY, L./SHERIE,
L.
319-B SEWARD ST.
SITKA AK 99835

Parcel ID: 10834001
WHITE ELEPHANT SHOP, INC.
WHITE ELEPHANT(BLDG ONLY)
WHITE ELEPHANT SHOP, INC.
323 SEWARD ST
SITKA AK 99835

Parcel ID: 10815000
BRYAN/DANA HOWEY/JORGENSEN-
HOWEY, BRYAN & JORGENSEN-
HOWEY, DANA
P.O. BOX 506
SITKA AK 99835-0506

Parcel ID: 10820000
STEVEN/KARI FISH/JOHNSON
FISH, STEVEN, T./JOHNSON, KARI, L.
P.O. BOX 6448
SITKA AK 99835-6448

Parcel ID: 10825000
ELIZABETH/GEORGE
KILKEARY, ELIZABETH & HARDISON,
GEORGE
305 SEWARD STREET
SITKA AK 99835

Parcel ID: 10790000
RACHEL MYRON
MYRON, RACHEL, E.
P.O. BOX 53
TENAKEE SPRINGS AK 99841-0053

Parcel ID: 10800000
DARRYL/BERNADET
REHKOPF/RASMUSSEN
REHKOPF, DARRYL/RASMUSSEN,
BERNADETTE
210 OBSERVATORY ST
SITKA AK 99835

Parcel ID: 10810000
BARNABY/CA. DOW/MARIE
DOW, BARNABY & MARIE, CHRISTINE
A
6537 17TH AVE NE
SEATTLE WA 98115

Parcel ID: 10775000
KAREN LUCAS
LUCAS, KAREN, J.
218 OBSERVATORY ST.
SITKA AK 99835

Parcel ID: 10780000
KAREN LUCAS
LUCAS, KAREN
218 OBSERVATORY ST
SITKA AK 99835

Parcel ID: 10785000
OBSERVATORY, LLC
OBSERVATORY, LLC
P.O. BOX 1785
SITKA AK 99835-1785