



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Attachment G: Historical Documents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.

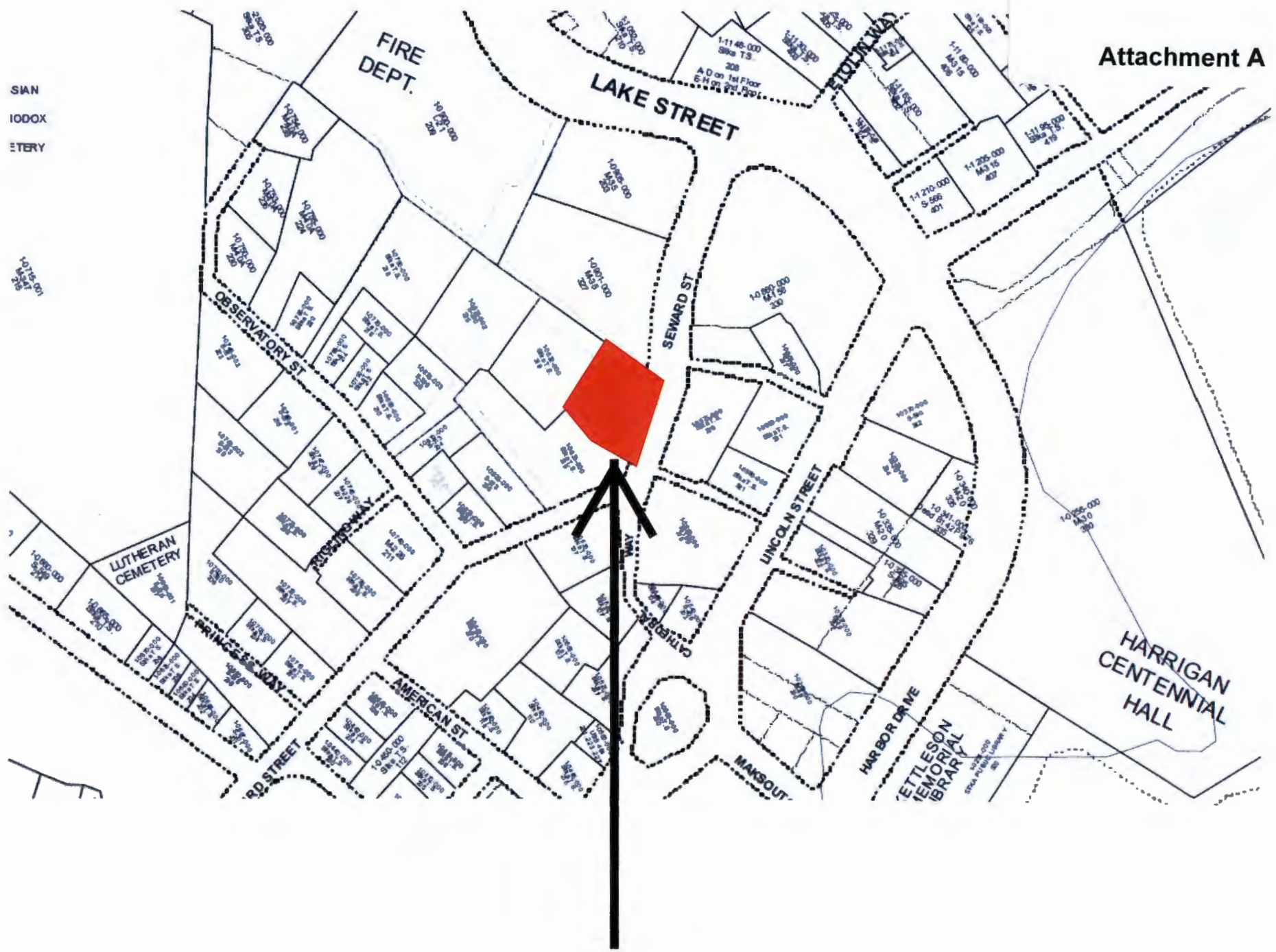
RECOMMENDATION

It is recommended that the Planning Commission adopt the Planner'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.

Attachment A



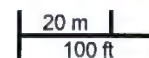
SAN
DOCK
ETRY



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>



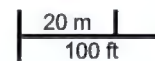
This map is for informational purposes only. It is not for appraisal of, description of, or conveyance of land. The City & Borough of Sitka, Alaska and MainStreetGIS, LLC assume no legal responsibility for the information contained herein.



City & Borough of Sitka, Alaska

Selected Parcel: 323 SEWARD ID: 10834001

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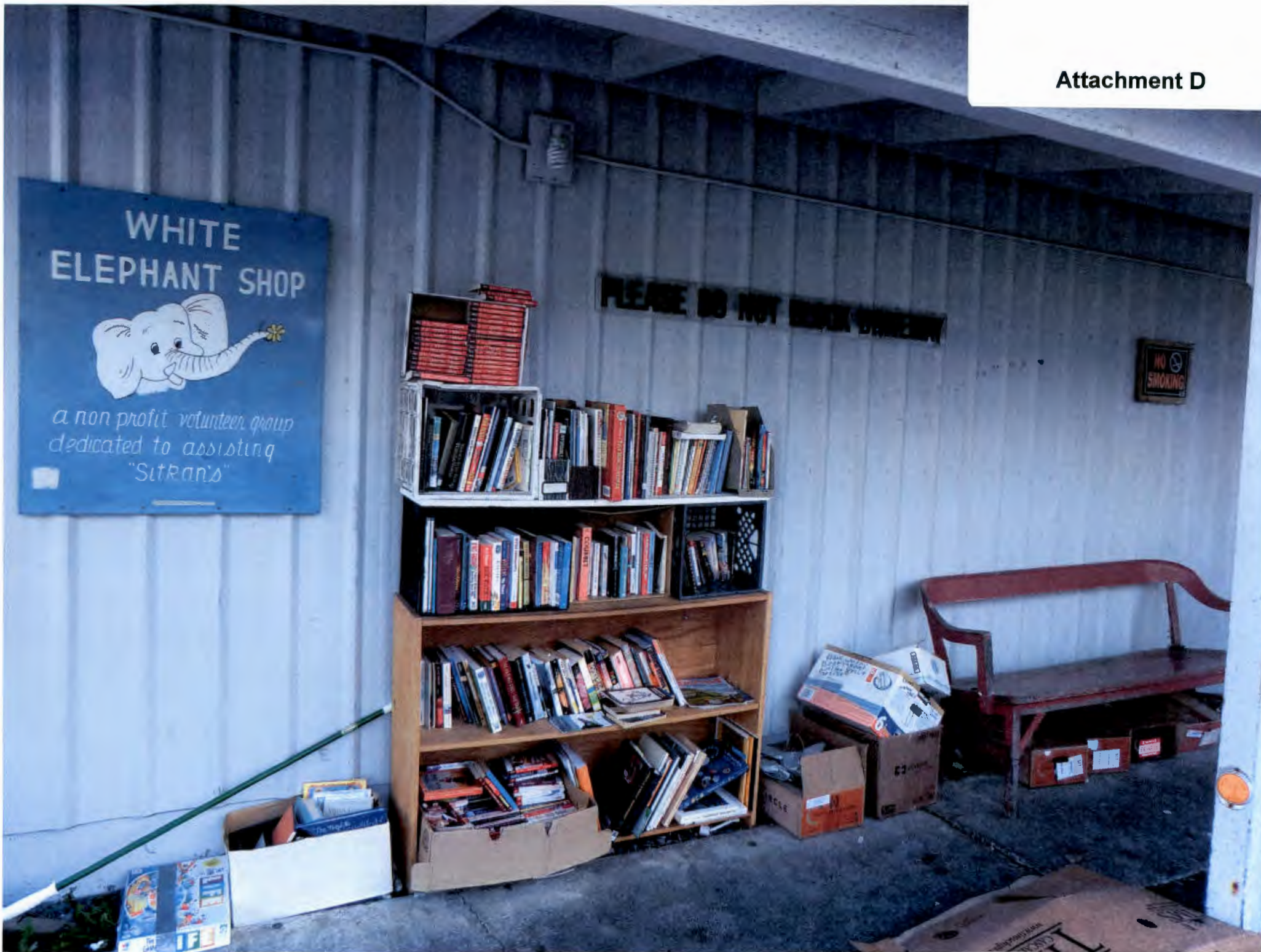
Attachment D



Attachment D

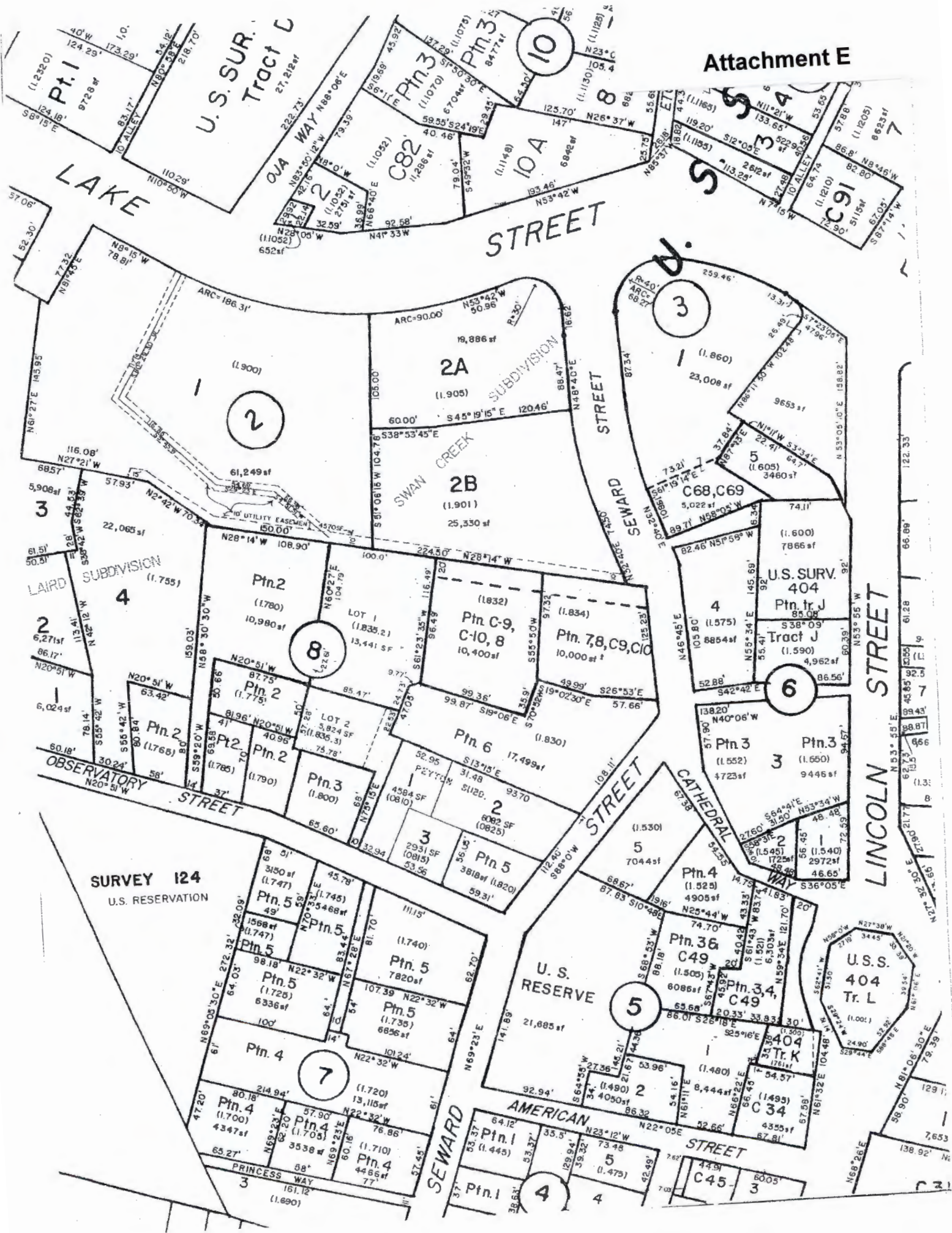








Attachment E



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 99835

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

Attachment G

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
1,251,197.17

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

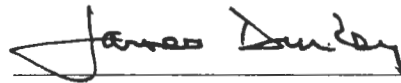
provided in the Lease.

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)
)ss.
FIRST JUDICIAL DISTRICT)

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



796 W

LEASE EXTENSION AND RENEWAL

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WHEREAS, the Lease term, as extended, presently runs until November 1, 2006, and Lessor and Lessee wish to again extend the term.

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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

1. 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.

2. 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

3. Deductibles

Coverage A	Amount and Basis of Deductible	
LIABILITY	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:		



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

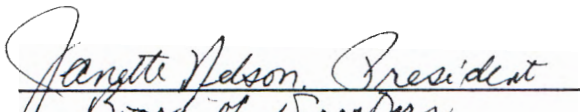
WHEREAS, the lease was extended on April 24, 1969 and October 24, 1976; and

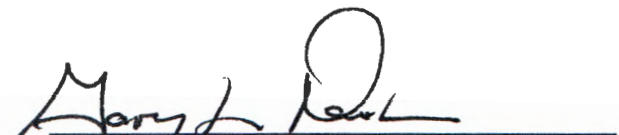
WHEREAS, the lease term, as extended, presently runs until November 1, 1996, and Lessor and Lessee wish to again extend the term.

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.


Janette 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

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)ss.

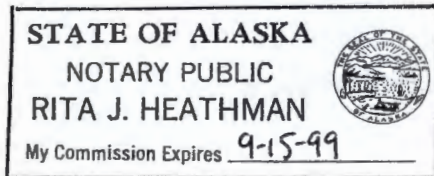
MUNICIPAL ACKNOWLEDGMENT

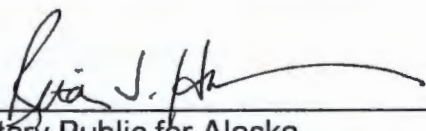
FIRST JUDICIAL DISTRICT

)

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.




Notary Public for Alaska
My Commission expires: 9-15-99

STATE OF ALASKA

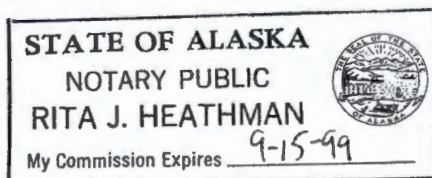
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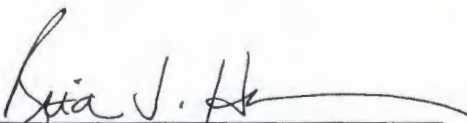
)ss.

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.




Notary Public for Alaska
My Commission expires: 9-15-99

Attachment G

STATE OF ALASKA

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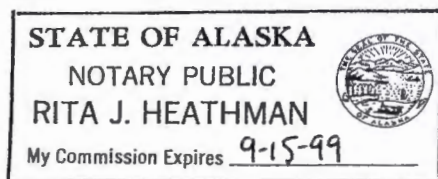
MUNICIPAL ACKNOWLEDGMENT

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

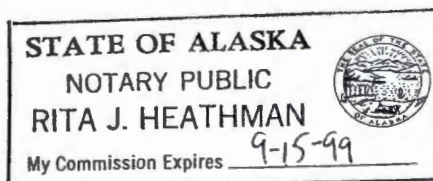
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)ss.

FIRST JUDICIAL DISTRICT

)

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

LEASE EXTENSION AND RENEWAL

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

CITY AND BOROUGH OF SITKA
successor to the City of Sitka, Box 79, Sitka, Alaska, hereinafter called
the Lessor, and

SITKA - MT. EDGE CUMBE CHAPTER, INC.

of

ALASKA CRIPPLED CHILDREN'S ASSN.,
a non-profit corporation with a mailing address of Box 377, Sitka, Alaska,
hereinafter called the Lessee,

W I T N E S S E T H:

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.

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

LEASE EXTENSION

THIS LEASE EXTENSION, made this ⁴~~24~~ day of ~~March~~ ^{April}, 1969, between the City of Sitka, Alaska, a municipal corporation, with a mailing address of P. O. Box 950, Sitka, Alaska, hereinafter called the Lessor and Sitka-Mt. Edgecumbe Chapter, Inc. of Alaska Crippled Children's Assn., Inc., a non-profit corporation with a mailing address of P. O. Box 578, Mt. Edgecumbe, Alaska, hereinafter called the Lessee.

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

The property leased is as follows:

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

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

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

BY: Les Shepard
Mayor

Margaret B. Fidoroff
City Clerk

UNITED STATES OF AMERICA) ss.
STATE OF ALASKA)

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

Roger W. W. Reed
Notary Public for Alaska
My commission expires: 8/15/12

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

BY: Ester Middleton
President

ATTEST:

X Anna Louise Bellott
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. EDGECUMBE 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.

Notary Public for Alaska
My commission expires: 5/17/28

L E A S E

Attachment G

THIS INDENTURE made this 19 day of October, 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 ³⁷⁷ ~~578~~, ^{Sitka} ~~MT. Edgecumbe~~, Alaska, hereinafter called lessee.

PROPERTY LEASED

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

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

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

TERMS

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

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

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

Attachment G

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 lease. Lessee shall furnish lessor evidence of public liability insurance in effect in the minimum amount of \$ 50,000.00.
6. Any notices to either party shall be mailed to the address 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.

Attachment G

CITY OF SITKA, ALASKA

by: John W. Bonnell
Mayor

ATTEST:

Margaret B. Edgely
City Clerk

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

by: Jim M. Bonnell
President

ATTEST:

Anna Louise Pellett
Secretary

CORPORATE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
CITY OF SITKA)

THIS CERTIFIES that on this 13th 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.

Natasha L. Bidelonef
Notary Public for Alaska
My commission expires Oct 12, 1969

UNITED STATES OF AMERICA)

STATE OF ALASKA)

) ss. CORPORATE ACKNOWLEDGEMENT

On this 20th day of Oct, 1966, before me, aNotary Public for the State of Alaska, personally appeared Doris M.Longenbaugh and Aune 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-WedderburnCoastal, Inc. of A.C.A. Co. and that Aune Louise Pellettis the secretary of the sameCorporation, of Sitka, Alaska

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

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

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

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

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

and secretary, aforesaid, voluntarily done and executed.

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

James M. B. Edwards
 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
10/27/20

Attachment G

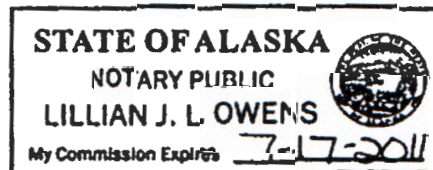


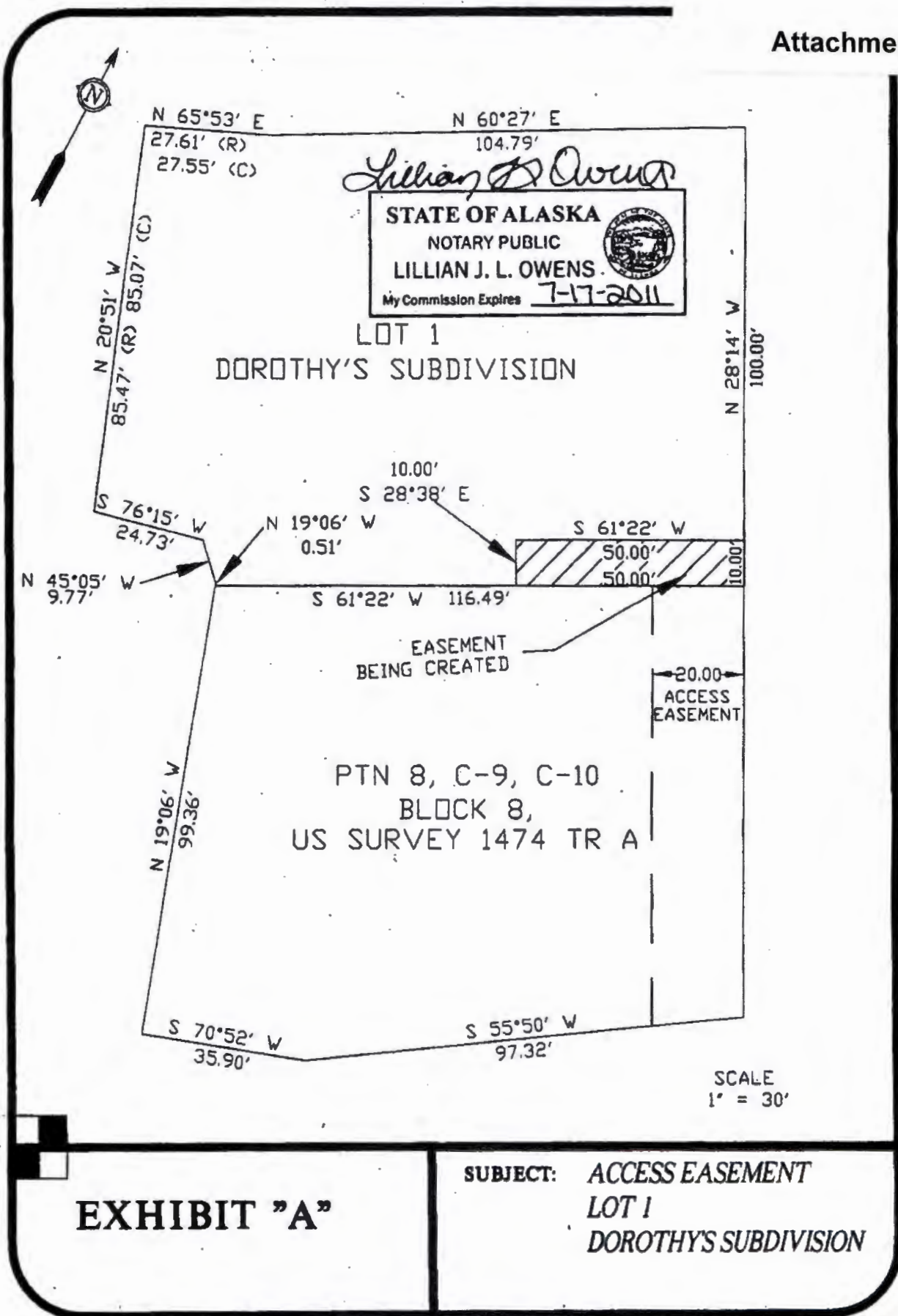
Access Easement
Dorothy L Breedlove as grantor
to grantee Dorothy L Breedlove

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





Attachment G

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

I Robert Scott Harris & Laura Kumpregier 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 Kumpregier

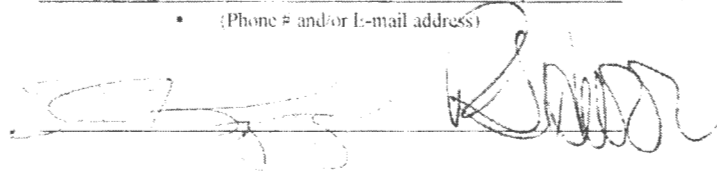
• Address

325 Seward St

• Contact information

Laura Kumpregier, owner 907-752-0959
SCOTT@HARRIS412.COM 907-752-0220
(Phone # and/or E-mail address)

• Signature



• Date

6-1-16

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 current lease include language stating 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 R. Meyers
- Address 317 Second St
- Contact information Contact: Home Phone
(Phone # and or E-mail address)
- Signature [Signature]
- Date June 20, 2010

Comments:

X Kenn Meyers is buying the house @ 317 Second St from Denny Products. Kenn is travelling until Lodi house + has given me Scott Adams permission to Second - it is on his behalf. He does not oppose a renewed long term lease Bldg. (B) 1. The Unit B.

Kenn Meyers

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

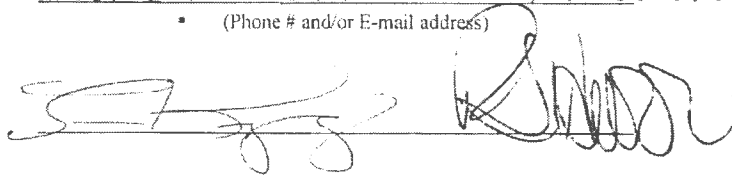
• Address

325 Seaward 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:

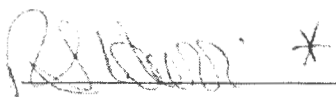
The Sitka White Elephant Shop has made significant changes to their operation with regard to the access easement to our property. The changes have greatly improved access to our property. We sincerely appreciate their willingness to take positive action to resolve that issue.

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

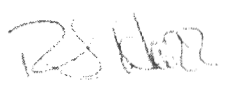
Attachment G

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 Cibucko@yahoo.com
(Phone # and/or E-mail address)
- Signature  *
- Date 6-20-2016

Comments:

* Kenneth Meyers is Buying The house @ 317 Seward St. From Dorothy Breakey. Ken 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 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 Shorse - 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.

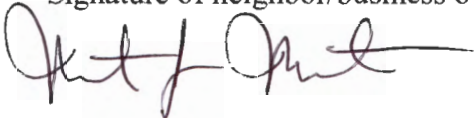
Name of neighbor/business (please print)

SEWARD SQUARE - MARTY MARTIN MANAGER

Address of neighbor/business

327 SEWARD ST

Signature of neighbor/business owner or lease holder

A handwritten signature in dark ink, appearing to read "Marty Martin", written over a horizontal line.

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)

Baranof Realty

Address of neighbor/business

315 Seward St.

Signature of neighbor/business owner or lease holder

James J. 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.

James G. Thompson

St. Louis, Mo.

James G. Thompson
for the Board of Directors

1911-1912

3. While at the same time, we have had no

and support their mission.

the use of the property "not consistent with the zoned area in ways that detrimental to the health, safety and are of the neighborhood."

Please immediately correct all violations to avoid additional fines," Scar said in the letter to Burkhart.

The planning office first took up matter following complaints from neighbors of the property, which is used commercial.

1966 Sitka Fire Commemoration Event Jan. 22

The Sitka History Museum will send 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 Meet'ka Kwaan Naa Kahidi.

The program will feature a panel forum 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

home.

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

Pai

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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...

9107

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**

WARRANTY DEED
(Alaska)

BOOK 18
Sitka Record

Attachment G

THIS INDENTURE, Made this 7th day of AUGUST, 1974
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 HANCOY 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 6-10 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 85°05' east of the north
easterly corner of Lot 3 of said Block 8, thence south 19°06'
east a distance of 3.51 feet to Corner No. 1 of this description
and the true point of beginning;
thence south 19°06' east a distance of 69.36 feet to Corner No. 2;
thence north 70°52' east a distance of 35.90 feet to Corner No. 3;
thence north 55°50' east a distance of 67.32 feet to Corner No. 4;
thence north 28°14' west a distance of 64.35 feet to Corner No. 5;
thence south 61°22' west a distance of 118.49 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-
easterly boundary of the above tract.

Further, the grantor hereby grants a non-exclusive 20 ft.
easement for access along the northeasterly 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 it
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 whomsoever 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 set its hand and
seal, the day and year in this instrument first above written.

Signed, Sent and Delivered in the presence of

THE SALVATION ARMY, A CALIFORNIA CORPORATION

By: [Signature] (SEAL)
Title: Vice-President (SEAL)

(Corporate Seal)

By: [Signature] (SEAL)
Title: Secretary (SEAL)

SITKA 63-738

UNITED STATES OF AMERICA,
TERRITORY OF ALASKA.

Individual Ackn

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 _____ he _____ 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 Molino 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 P.M.

By W. J. Parkins

Address SITKA

Alida C. Collins (Alida C. Collins)

Notary Public for California

County of San Francisco

My commission expires March 1, 1967

WARRANTY DEED
(ALASKA)

FROM

TO

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 TESTIMONY, 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 warrant, 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 6 and part of Tracts 6-9, 6-10 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 25 degrees 14 minutes West 190.0 feet to a point; thence South 60 degrees 25 minutes West 117.7 feet to a point; thence South 19 degrees 02

- 2 -

minutes East approximately 92.94 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 62.60 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

Leona R. Kempainen
Dorothy L. Cupp

Philip B. Jones
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.

Allen Virginia Nash
Notary Public, District of Columbia

My commission expires Feb 14, 1947 UNITED STATES, DISTRICT OF ALASKA } SS:
Division No. 1 Sitka Precinct No. 4.

William V. Knight Commissioner and Not-Official Recorder for the District of Alaska, Hereby certify that the within and foregoing instrument of writing was filed 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 737-38 of the Records of the Recording District of Sitka, No. 4 Division No. 14, Territory of Alaska.

Attest: William V. Knight
Commissioner and Not-Official Recorder

FILED FOR RECORD
15th DAY OF JANUARY
AT 10:25 P. M. 1944

Attachment H

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

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

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

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

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

Parcel ID: 10258000
CITY & BOROUGH OF SITKA
CRESCENT HARBOR TIDELANDS
C/B OF SITKA
100 LINCOLN ST
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: 10320000
CLIFFORD/SHIRLEY ROBARDS
ROBARDS, CLIFFORD, G./SHIRLEY, E.
P.O. BOX 235
SITKA AK 99835-0235

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

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

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: 10339000
LUENOR RENTALS, LL
LUENOR RENTALS, LL
111 SAND DOLLAR DR
SITKA AK 99835

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

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

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

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

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

Parcel ID: 10525000
TELEPHONE UTILITIES OF
NORTHLAND
ATTN: TAX DEPT.
TELEPHONE UTILITIES OF
NORTHLAND
600 TELEPHONE AVE, MS#8
ANCHORAGE AK 99503

Parcel ID: 10530000
TELEPHONE UTILITIES OF
NORTHLAND
ATTN: TAX DEPT.
TELEPHONE UTILITIES OF
NORTHLAND
600 TELEPHONE AVE, MS#8
ANCHORAGE AK 99503

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

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

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

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

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

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

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

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

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

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

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

White Elephant
Easement Review and Lease Renewal
323 Seward Street

Attachment H

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

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

Parcel ID: 10815000
BRYAN/DANA HOWEY/JORGENSEN-
HOWEY
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/GEORG
KILKEARY/HARDISON, III
KILKEARY, ELIZABETH & HARDISON,
GEORGE
305 SEWARD STREET
SITKA AK 99835

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

Parcel ID: 10832000
DOROTHY/SHERRIE BREEDLOVE
BREEDLOVE, DOROTHY, L./SHERRIE,
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: 10835002
R. SCOTT/LAURA
HARRIS/KRONSPERGER
HARRIS, R. SCOTT/KRONSPERGER,
LAURA, L.
325 SEWARD ST
SITKA AK 99835

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

Parcel ID: 10860000
SCOJO, LLC
WESTMARK SITKA
SCOJO, LLC
330 SEWARD ST.
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: 15997000
SITKA TRIBE OF ALASKA
SHEETKA KWAAN NAA 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: 16655000
SCOJO, LLC
TOTEM SQUARE
SCOJO, LLC
2819 DAWSON ST
ANCHORAGE AK 99503

Parcel ID: 16655001
C/B OF SITKA
BETWEEN TOTEM SQ & KAT AVE
C/B OF SITKA
100 LINCOLN ST
SITKA AK 99835

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

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

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

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

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

Trierschield Trust
PO Box 718
Sitka, AK 99835

P&Z Mailing
August 5, 2016