

LICENSE (PERMIT) AGREEMENT

THIS LICENSE (PERMIT) AGREEMENT ("Agreement"), by and between the City and Borough of Sitka, Alaska, an Alaska home rule municipality, of 100 Lincoln Street, Sitka, Alaska 99835 ("LICENSOR"), and the Longliner Lodge & suites, LLC, an Alaskan limited liability company, of 485 Katlian Street, Sitka, Alaska 99835 ("LICENSEE").

WITNESSETH, that, for and in consideration of LICENSEE'S promise to hold LICENSOR harmless as against all claims, including those of the public, of and applicable to the limited license to use public property, evidence of which is incorporated hereto, and in consideration of other mutual promises recited herein, LICENSOR and LICENSEE hereby agree as follows:

1. **Limited License to Use Public Property.** LICENSEE shall be, and hereby is, given a certain license to use certain public property, described as follows:

Approximately 440sf portion of Alaska Tideland Survey No. 15 immediately adjacent to the northeast boundary of lease tract A, which is described as: TRACT A: Beginning at the most Westerly corner of Lot 36·B, Subdivision of a portion of Lot 36, Block 5, U.S. Survey 2542 A & B, Sitka Indian Village recorded as Plat No. 73 as Corner No. 1 thence S 43°29' E along the seaward boundary of said Lot 36·B a distance of 81.68 feet to Corner No. 2; thence over tide and submerged land as follows; S 46°31' W a distance of 102.74 feet to Corner No. 3; thence N 43°29' W a distance of 98.68 feet to Corner No. 4; thence N 46°31' E a distance of 62.24 feet to Corner No. 5; thence S 43°29' E a distance of 17.00 feet to Corner No. 6; thence N 46°31' E a distance of 40.50 feet to Corner No. 1 and point of beginning.

As Shown in the diagram attached hereto and marked as Exhibit A.

LICENSEE may not alter the location of, make additions to, or make any expansion of the above described property.

2. **Temporary Term.** LICENSOR AND LICENSEE agree that anything licensed hereunder is by definition deemed to be temporary in nature. All licensed activity is month to month and shall cease no later than thirty (30) days after written notice given by LICENSOR.

3. **Repair or Maintenance of Existing Improvements.** LICENSEE shall keep any existing improvements in good repair, and shall maintain them with such reasonable regularity and by such reasonable means and in such reasonable manner as to prevent them from being or becoming unsightly or otherwise detractive in general appearance.

4. **Indemnity.** By execution hereof, LICENSEE, for itself and its heirs, successors, representatives, and assigns, hereby agrees to indemnify and save harmless LICENSOR, and its officers, agents, and employees, against any and all claims for death, personal injury, or property damage, including reasonable attorney's fees, arising out of or connected in any way with the LICENSEE'S use of LICENSOR'S property. LICENSEE hereby gives LICENSOR its assurance and promise to hold LICENSOR harmless from any and all liability arising from harm to it, it's employees, agents, representatives, guests, the public, and/or to others, whether in the form of

death, bodily injury, or property damage, resulting from the use of the public property by LICENSEE.

5. **Forfeiture, Removal.** If and whenever LICENSEE shall have refused or otherwise failed to hold LICENSOR harmless as provided hereinabove, or upon expiration of the term of this License, the privileges granted hereby to the LICENSEE automatically shall terminate.

Upon termination of this License, LICENSEE shall cause any improvements to be immediately removed from public property at its own expense. If LICENSEE shall have refused or otherwise failed to cause any improvements to be removed, then LICENSOR shall have the right to remove the improvements or cause them to be removed, and LICENSEE shall be liable to LICENSOR for its costs therein.

6. **Privileges Personal to License.** This License is personal to LICENSEE, and the privileges herein granted shall not inure to or be for the benefit of LICENSEE's successors or assigns.

7. **Entirety of Agreement, Modifications.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding, written or oral, in effect between the parties, relating to the subject matter thereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereunto affix their respective signatures on the dates appearing opposing thereto:

**CITY AND BOROUGH OF SITKA, ALASKA
LICENSEE**

Date

By: P. Keith Brady
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by P. Keith Brady, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

Notary Public in and for the State of Alaska
My commission expires: _____

**THE LONGLINER LODGE & SUITES, LLC
LICENSEE**

Date

LICENSEE

By: James Heiser

Its: Authorized Member

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by James Heiser, Authorized Member of THE LONGLINER LODGE & SUITES, LLC., an Alaskan limited liability company, on behalf of the company.

Notary Public in and for the State of Alaska

My commission expires: _____