

Attachment A

Applicant Materials



CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
GENERAL APPLICATION FORM

- Applications must be deemed complete at least **TWENTY-ONE (21)** days in advance of next meeting date.
- Review guidelines and procedural information.
- Fill form out completely. No request will be considered without a completed form.
- Submit all supporting documents and proof of payment.

APPLICATION FOR:

☐

VARIANCE

☒

CONDITIONAL USE

☐

ZONING AMENDMENT

☐

PLAT/SUBDIVISION

BRIEF DESCRIPTION OF REQUEST: Allow a short term rental in an existing duplex.

PROPERTY INFORMATION:

CURRENT ZONING: R-2 PROPOSED ZONING (if applicable): _____

CURRENT LAND USE(S): Duplex PROPOSED LAND USES (if changing): Short term rental

next to apartment used by family member

APPLICANT INFORMATION:

PROPERTY OWNER: Timothy W. Riley

PROPERTY OWNER ADDRESS: 1220 Glacier Ave #310 Juneau AK 99801

STREET ADDRESS OF PROPERTY: 409 Halibut Point Road

APPLICANT'S NAME: Timothy W. Riley

MAILING ADDRESS: 1220 Glacier Ave #310, Juneau AK

EMAIL ADDRESS: Alaskanriley@gmail.com DAYTIME PHONE: 907-738-6667

PROPERTY LEGAL DESCRIPTION:

TAX ID: 13480000 LOT: 19 BLOCK: 24 TRACT: A

SUBDIVISION: Tower Heights US SURVEY: 1474

Riley, Timothy

Last Name

4/30/2018

Date Submitted

409 B HPR

Project Address

REQUIRED INFORMATION:For All Applications:

- ☒ Completed General Application form
- ☒ Supplemental Application (Variance, CUP, Plat, Zoning Amendment)
- ☒ Site Plan showing all existing and proposed structures with dimensions and location of utilities
- ☒ Floor Plan for all structures and showing use of those structures
- ☒ Copy of Deed (find in purchase documents or at Alaska Recorder's Office website)
- ☐ Copy of current plat (find in purchase documents or at Alaska Recorder's Office website)
- ☒ Site photos showing all angles of structures, property lines, street access, and parking – emailed to planning@cityofsitka.org or printed in color on 8.5" x 11" paper
- ☒ Proof of filing fee payment

For Marijuana Enterprise Conditional Use Permits Only:

- ☐ AMCO Application

For Short-Term Rentals and B&Bs:

- ☐ Renter Informational Handout (directions to rental, garbage instructions, etc.)

CERTIFICATION:

I hereby certify that I am the owner of the property described above and that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request. I understand that public notice will be mailed to neighboring property owners and published in the Daily Sitka Sentinel. I understand that attendance at the Planning Commission meeting is required for the application to be considered for approval. I further authorize municipal staff to access the property to conduct site visits as necessary. I authorize the applicant listed on this application to conduct business on my behalf.

Timothy W. Riley

Owner

4/30/2018

Date

Owner

Date

I certify that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request.

Applicant (If different than owner)

Date

Riley, Timothy W

Last Name

04/30/2018

Date Submitted

409 B HPR

Project Address



CITY AND BOROUGH OF SITKA
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
SUPPLEMENTAL APPLICATION FORM
CONDITIONAL USE PERMIT

RECEIVED MAY 04 2018

APPLICATION FOR

- ☐ MARIJUANA ENTERPRISE
☒ SHORT-TERM RENTAL OR BED AND BREAKFAST
☐ OTHER: _____

CRITERIA TO DETERMINE IMPACT – SGC 22.24.010(E) *(Please address each item in regard to your proposal)*

- Amount of vehicular traffic to be generated and impacts of the traffic on nearby land uses:
Nominal - within walking distance of CBD, Historical Park, harbors & trails.

- Amount of noise to be generated and its impacts on surrounding land use: Minimal noise - short term
rental will be adjacent family home.

- Odors to be generated by the use and their impacts: None

- Hours of operation: All hours

- Location along a major or collector street: Yes- located adjacent HPR

- Potential for users or clients to access the site through residential areas or substandard street creating a cut through traffic scenario: None - parking available off street and sidewalks access both directions.

- Effects on vehicular and pedestrian safety: None - no changes to present long term uses.

Riley, Timothy

Last Name

4/30/2018

Date Submitted

409 B HPR

Project Address

Located

- Ability of the police, fire, and EMS personnel to respond to emergency calls on the site: 1 block from Courthouse & Fire Station.
- Logic of the internal traffic layout: Stairway access from parking pad to home on bluff above street
- Effects of signage on nearby uses: No signage
- Presence of existing or proposed buffers on the site or immediately adjacent the site: Buffered by topography and vegetation.
- Relationship if the proposed conditional use is in a specific location to the goals, policies, and objectives of the comprehensive plan (CITE SPECIFIC SECTION AND EXPLAIN): Development of short term housing adjacent to city center reducing need for cars and reducing overall congestion.
- Other criteria that surface through public comments or planning commission review (odor, security, safety, waste management, etc.):

Riley, Timothy

Last Name

4/30/2018

Date Submitted

409 B HPR

Project Address

REQUIRED FINDINGS (SGC 22.30.160(C):

1. ...The granting of the proposed conditional use permit will not:
- Be detrimental to the public health, safety, and general welfare because home is existing rental
_____;
 - Adversely affect the established character of the surrounding vicinity, because no changes
to use or character of property. _____; nor
 - Be injurious to the uses, property, or improvements adjacent to, and in the vicinity of, the site upon
which the proposed use is to be located, because, no change from existing use.
_____;
2. The granting of the proposed conditional use permit is consistent and compatible with the intent of the goals, objectives, and policies of the comprehensive plan and any implementing regulation, specifically, conforms to Comprehensive Plan Section _____ which states _____

because the proposal _____
_____;
3. All conditions necessary to lessen any impacts of the proposed use are conditions that can be monitored and enforced, because _____
_____.

ANY ADDITIONAL COMMENTS _____

Applicant

Date

Riley, Timothy

4/30/2018

409 B HPR

Last Name

Date Submitted

Project Address



CITY AND BOROUGH OF SITKA
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
SUPPLEMENTAL APPLICATION FORM
VARIANCE

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APPLICATION FOR

- ☒ ZONING VARIANCE – MINOR EXPANSIONS, SMALL STRUCTURES, FENCES, SIGNS
☐ ZONING VARIANCE – MAJOR STRUCTURES OR EXPANSIONS
☐ PLATTING VARIANCE – WHEN SUBDIVIDING

RATIONALE - Alaska Statute 29.40.040(b)3 states that a variance may not be granted solely to relieve financial hardship or inconvenience. Explain why a variance is required for your project.

Parking varaiance due to topographic limitations.

POTENTIAL IMPACTS (Please address each item in regard to your proposal)

- **TRAFFIC** Nominal - existing use is a rental and residence. No change to use
- **PARKING** Nominal - existing uses continued.
- **NOISE** No change proposed
- **PUBLIC HEALTH AND SAFETY** No changes noted.
- **HABITAT** No changes noted
- **PROPERTY VALUE/NEIGHBORHOOD HARMONY** Adjacent properties are commercial below and rentals above and to side.
- **COMPREHENSIVE PLAN** Increases stock of available rentals adjacent CBD resulting in reduced vehicular traffic due to proximity to attractions within walking distance.

Riley, Timothy

4/30/2018

409B HPR

Last Name

Date Submitted

Project Address

REQUIRED FINDINGS (Choose ONE applicable type and explain how your project meets these criterion):**Major Zoning Variance (Sitka General Code 22.30.160(D)1)**

Required Findings for Variances Involving Major Structures or Expansions. Before any variance is granted, it shall be shown:

- a. That there are special circumstances to the intended use that do not apply generally to the other properties. Special circumstances may include the shape of the parcel, the topography of the lot, the size or dimensions of the parcels, the orientation or placement of existing structures, or other circumstances that are outside the control of the property owner, specifically, Topography precludes
parking on lot. DOT easement and permit provided.;
- b. The variance is necessary for the preservation and enjoyment of a substantial property right or use possessed by other properties but are denied to this parcel; such uses may include the placement of garages or the expansion of structures that are commonly constructed on other parcels in the vicinity, specifically, _____
_____;
- c. That the granting of such a variance will not be materially detrimental to the public welfare or injurious to the property, nearby parcels or public infrastructure, specifically, _____
_____;
- d. That the granting of such a variance will not adversely affect the comprehensive plan, specifically, (cite section and explain) _____

_____.

Minor Zoning Variance (Sitka General Code 22.30.160(D)2)

Required Findings for Minor Expansions, Small Structures, Fences, and Signs.

- a. The municipality finds that the necessary threshold for granting this variance should be lower than thresholds for variances involving major structures or major expansions, specifically, _____
_____;
- b. The granting of the variance is not injurious to nearby properties or improvements _____
_____;
- c. The granting of the variance furthers an appropriate use of the property, specifically, _____
_____.

Riley, Timothy

4/30/2018

409B HPR

Last Name

Date Submitted

Project Address

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Platting Variance (Sitka General Code 21.48.010)

A variance from the requirements of this title may be granted only if the planning commission finds that:

- A. The granting of a platting variance will not be detrimental to the public safety, or welfare, or injurious to adjacent property, specifically, _____
- _____
- B. The tract to be subdivided is of such unusual size and shape or topographical conditions that the strict application of the requirements of this title will result in undue and substantial hardship to the owner of the property, specifically, _____
- _____

ANY ADDITIONAL COMMENTS _____

Timothy W. Riley
Applicant

04/30/2018
Date

Riley, Timothy	4/30/2018	409B HPR
Last Name	Date Submitted	Project Address

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SHORT-TERM RENTAL PROJECT OVERVIEW - 409 HALIBUT POINT RD

This proposed short-term rental shall be operated as an onsite-owner rental and shall be professionally managed by Sitka Sound Vacation Rentals (SSVR). Principals of SSVR have over twenty years' experience in the real estate industry and have been operating Sitka rentals through various online booking services with success. The applicant, Tim Riley, is hereto applying for a short-term rental in Unit B of this duplex property along Halibut Point Rd. Unit A is occupied by a long-term renter and this proposed short-term rental use is intended to operate with as little impact to the surrounding properties as possible. Issues and concerns will be managed daily by SSVR staff.

KEY POINTS AND CONCERNS:

It has been demonstrated through years of property management experience that potential issues can be adequately addressed through proper planning and contractual agreement, as short-term rentals do have impacts that long-term rentals do not. SSVR manages guest interactions under strict contractual agreements to ensure access, parking, noise, disturbance, vehicular traffic and bear nuisance issues do not arise, mitigates these issues if and when they do, and provides clear guest information so that they don't.

Guest information consists of a clear short-term rental contract which must be signed by the guest before arrival, online listings that contain a comprehensive "Guest Information Guide" outlining what is expected of guests during their stay, and the display of emergency placards throughout the rental unit for information in the event of an emergency. Rental contracts are written in accordance with Alaska Landlord Tenant law and are clear about mitigation if any contract provision is broken. Guests are managed throughout the duration of their stay from booking until checkout, and the availability of an onsite-owner is a key component in making this experience optimum for all.

Access, Signage, and Effects on Vehicular and Pedestrian Traffic: Access to the rental is via a direct-turnoff from Halibut Point Rd; therefore, explicit instructions to include step-by-step directions, aerial drawings and property photos will be listed online so that vehicular traffic impacts are minimized to surrounding land uses. A sign will be placed at the drive entrance and on the front entry door; such signs shall conform to Sitka General Code provisions.

Potential for Guests to Access the Rental through Residential Areas or Substandard Street Creating a Cut-Through Traffic Scenario: There is little or no potential risk for a cut-through traffic scenario as the rental is just off Halibut Point Rd, a main arterial road.

Parking: All guest parking shall be onsite, within designated areas as indicated by onsite parking signs, and side by side as required by planning. This will be enforced at all times in order to mitigate parking concerns. History and experience has shown that guests typically have no more than one car onsite at a time and/or intentionally do not rent a vehicle. Parking has not been an issue with the applicant's previous long-term renters, but it will be managed for potential short-term guests through contractual language, and clear aerial parking photos and/or diagrams provided online at booking and within the rental unit for reinforcement.

Hours of Operation and Noise: Guest tenancy whether short-term or long-term has no hours of operation. Guests may arrive at any time during their booked tenancy, so measures to mitigate the potential for noise or disruption outside of "normal" business hours will be taken in the form of strict contract language and clear Guest Information Guides outlining the rules and expectations of living local. Most guests booking with SSVR are keenly aware they are not in a

RECEIVED MAY 08 2018

typical hotel setting and act accordingly. This is primarily due to strict contract language, strict enforcement of that language, and setting clear expectations beforehand. Access is quiet and convenient via a lighted keyless entry, and safety is ensured through providing appropriately lighted walkways and parking areas.

Bear Nuisance Related to Garbage and Resulting Odors: Strict garbage management measures to deter bear attraction will be taken. Measures will include: storage of all garbage within the rental unit until it can be removed by the manager or owner, rental contract language on the management of garbage and the imposition of a \$100 fine to the guest should these provisions be violated, and the placement of garbage in the appropriate collection area and within an appropriate collection container, no earlier than 4AM on trash collection day.

Ability of Police, Fire and EMS to Respond to Emergency Calls: This rental is readily accessible by police, fire, and EMS services and strict enforcement of parking requirements will be implemented to ensure this access at all times.

Logic of the Internal Traffic Layout: Strict enforcement of parking in designated areas will be enforced through contract language, and specific reiteration in the "Guest Information Guide."

Safety Inspection: A City and Borough of Sitka safety inspection will be completed once the rental is set-up and rental-ready. Pertinent safety items will be installed and requirements will be met.

GUEST INFORMATION GUIDE

How do I Get to this Property?

From the airport head into town, and at the central round-about take Halibut Point Road north and travel about 0.1 miles. Immediately after passing ALPS Federal Credit Union on the left, you will see your rental unit atop a small hill. Pull into the paved parking lot of Norther Credit, and park as indicated below.

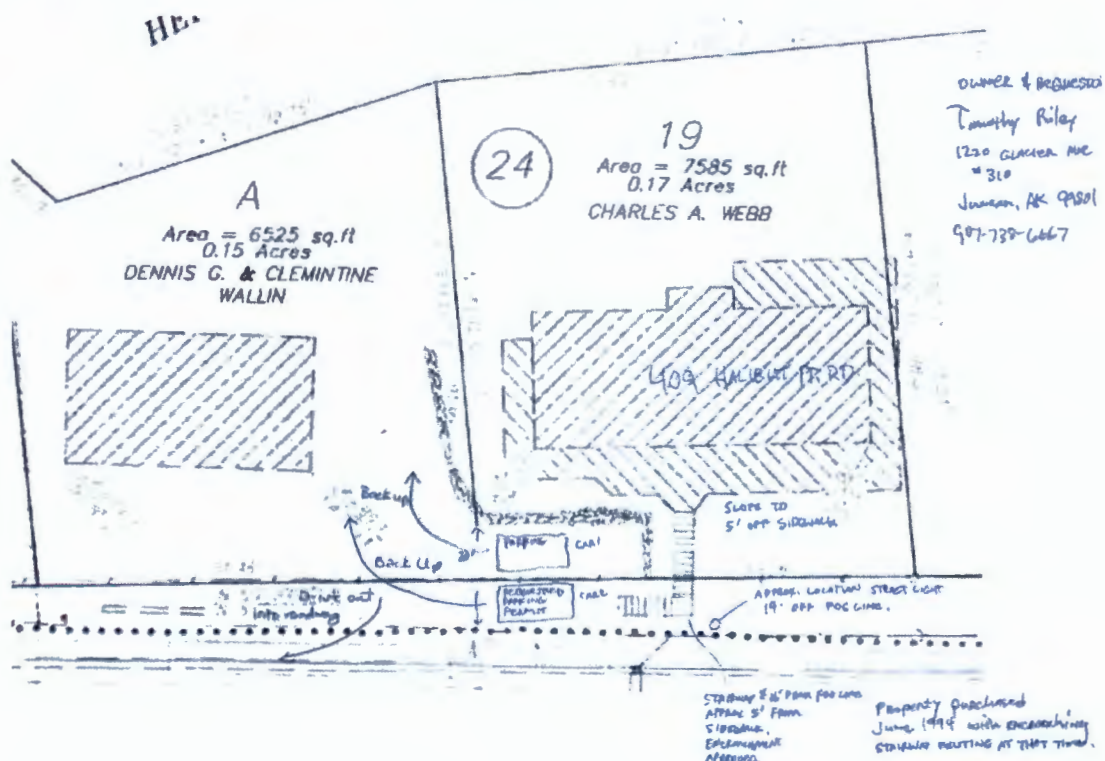


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This is what the turn-off (right turn) from Halibut Point Road will look like. Be careful of potential oncoming traffic as this is a busy main route:



Park parallel to the street as indicated in the photo above, and in the designated area noted by the "Guest Parking" sign. If you should have two vehicles, or guests arriving, please park tandem in the assigned space. Please see the attached aerial view indicating where to enter and park in order to comply with local code requirements.



How do I Check In?

Check-in is via a lighted keypad entry any time after 3PM. Please be sure to respect surrounding property owners by entering and exiting quietly and by not trespassing onto other properties.



Where is the Entry Door?

Entry is through the lower front door as indicated by the photo below, this is what it will look like.

What Should I do with Trash?

Your rental is professionally cleaned after each departure. We ask that you please keep all trash within the rental unit and within the trash can provided. A \$100 fine will be imposed for failure to follow this policy. At no time may you leave trash or food items outside of the rental. Recycling can be accommodated via the recycle bins provided.

PERTINENT GUEST TERMS & CONDITIONS

SAFETY & SECURITY: Please be aware when entering and exiting that we live in bear country and bears could be present on the grounds. We take every effort to ensure that they are not attracted to our property, such as not leaving garbage or food out. Please keep all trash within the rental unit and within the bear-proof garbage can provided. A \$100 fine will be imposed should this requirement be violated.

PRIVACY OF OTHERS: While we encourage you to enjoy the grounds, we encourage you not to travel onto adjoining private property. This request is for your own safety and respect of others.

DISTURBANCE POLICY: Please keep in mind that our rentals are in residential areas and as such, behavior should be considerate. If owner or neighbors are disturbed by your behavior, you may be asked to quiet down, or be asked to leave. If asked to leave due to disturbing behavior, you will not receive a refund. Rentals are family-oriented properties, and if a house party develops all vacationers will be asked to leave immediately without refund. This policy will be enforced without exception. Groups renting under false pretenses will be evicted without refund. Quiet hours are from 10PM to 8AM.

DEFAULT: If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ENTRY AND INSPECTION: Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized Person(s). If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

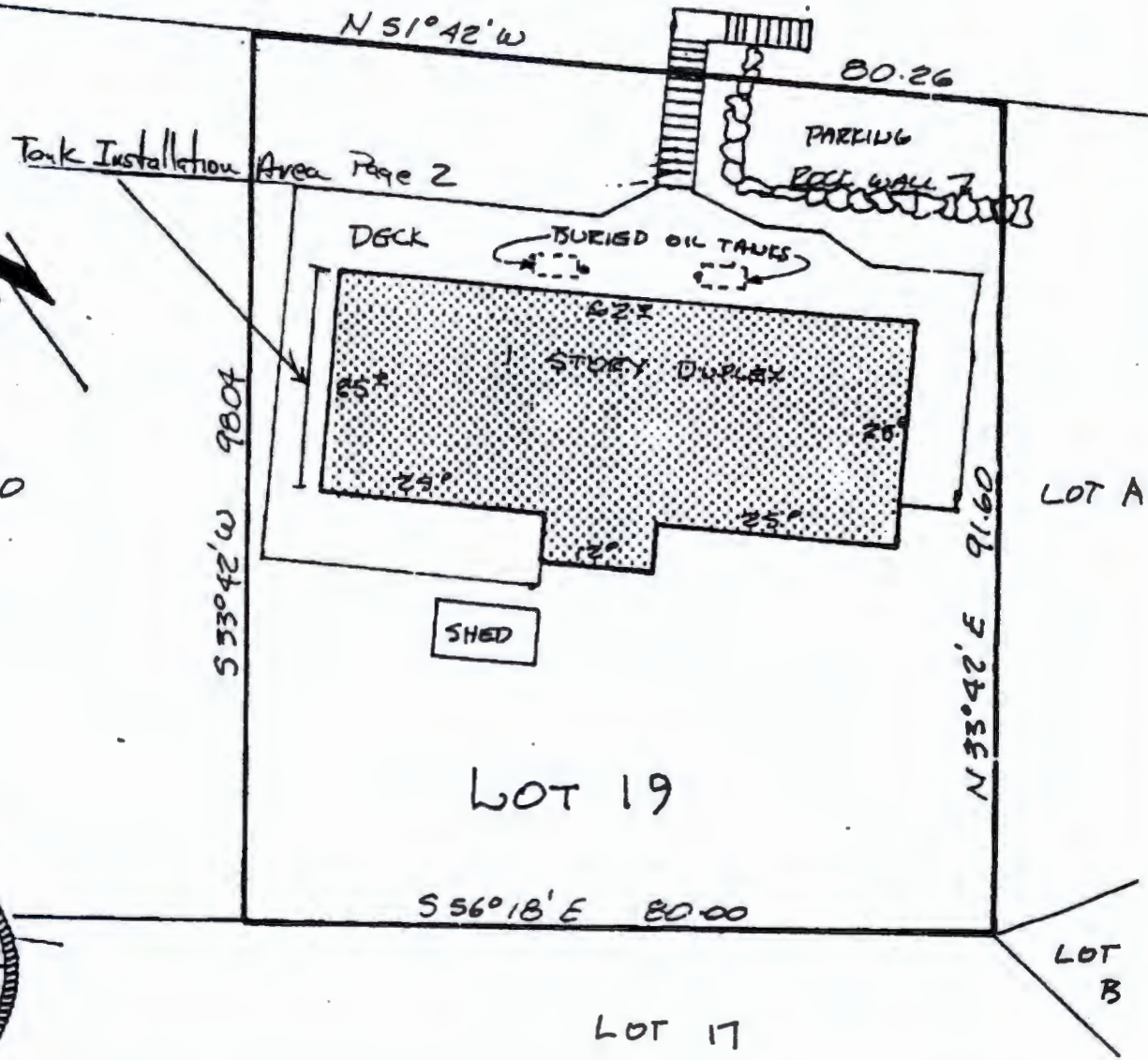
GENERAL PROVISIONS: By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. This agreement shall be

RECEIVED MAY 08 2018

governed by the laws of the state of Alaska. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Alaska, as applicable, for any matter arising out of or relating to this Agreement. Failure to abide by these terms and conditions may result in eviction with no more than 24 hour notice. By signing or accepting this agreement online or in person, you are agreeing to all the rules and regulations as set forth within it.

HALIBUT POINT ROAD

747-2002
747-3690



I hereby certify that I have inspected the following described property LOT 19
TOWER HEIGHTS SUBDIVISION Sitka Recording District, Alaska, and that
the improvements situated thereon are within the property lines and do not en-
croach on the adjacent property, that no improvements on adjacent property
encroach on the subject property and that there are no roadways, transmission
lines or other visible easements on subject property, except as noted hereon.
It is the owner's responsibility to determine the existence of any easements,
covenants or restrictions which do not appear on the recorded subdivision plat.
Under no circumstances should any data shown hereon be used for construction
or for establishment of boundary or fence lines. Dated this 22ND day of FEB
1993 David P. Stragier SURVEYOR

AS-BUILT PLOT PLAN

LOT 19
TOWER HEIGHTS
SUBDIVISION



STRAGIER
ENGINEERING SERVICES
504 DeGROFF ST.
SITKA, ALASKA 99835
907) 747-5833

AS-BUILT PLOT PLAN

Scale 1" = 20'
Job No. _____
Date 2/22/93
Field Book _____

PREPARED FOR:
FIRST NATIONAL BANK, ALX.
318 LINCOLN ST.
SITKA, ALASKA 99835

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ OWNER _____ SIGNATURE _____

DATE _____ OWNER _____ SIGNATURE _____

NOTARY'S ACKNOWLEDGMENT

US OF AMERICA
STATE OF ALASKA
CITY & BOROUGH OF SITKA

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____

TO ME KNOWN TO BE THE IDENTICAL INDIVIDUALS MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND _____ ACKNOWLEDGED TO ME THAT _____ SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA

CERTIFICATE OF PAYMENT OF TAXES

(STATE OF ALASKA)

(FIRST JUDICIAL DISTRICT)

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND ASSESSOR FOR THE CITY & BOROUGH OF SITKA, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE CITY & BOROUGH OF SITKA, THE FOLLOWING DESCRIBED PROPERTY IS CHARGED ON THE TAX RECORDS IN THE NAME OF _____

AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 20____ WILL BE DUE ON OR BEFORE _____

DATED THIS _____ DAY OF _____ AT SITKA, ALASKA.

ASSESSOR, CITY AND BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE BOARD

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA PLATTING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY PLAT RESOLUTION NO. _____ DATED _____, AND THAT THE PLAT SHOWN HEREIN HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, SITKA, ALASKA.

DATE _____ CHAIRMAN, PLATTING BOARD

SECRETARY

CERTIFICATE OF PAYMENT OF LOCAL IMPROVEMENT DISTRICT

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND FINANCE DIRECTOR FOR THE CITY & BOROUGH OF SITKA, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE CITY & BOROUGH OF SITKA, THE FOLLOWING DESCRIBED PROPERTY IS CHARGED ON THE RECORDS IN THE NAME OF _____

CALL OWNERS OF RECORD, AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL L.I.D.'S ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL.

DATED THIS _____ DAY OF _____ AT SITKA, ALASKA.

FINANCE DIRECTOR
CITY & BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA ASSEMBLY AS RECORDED IN MINUTE BOOK _____ PAGE _____, AND THAT THE PLAT SHOWN HEREIN HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX-OFFICIO RECORDER, SITKA, ALASKA.

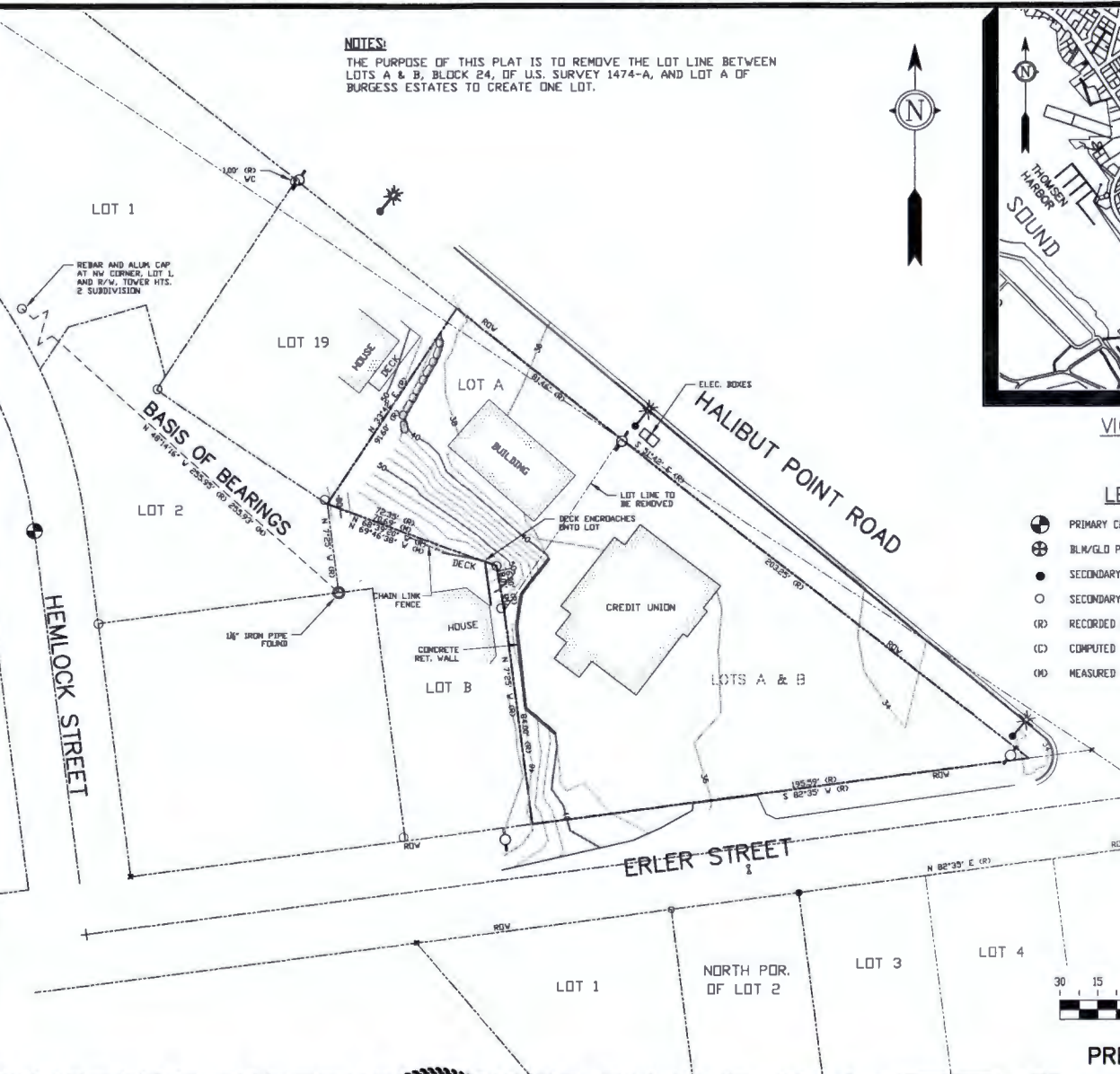
DATE _____ TOWNE

CITY AND BOROUGH CLERK

O'NEILL

SURVEYING AND ENGINEERING

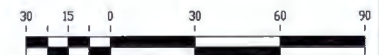
BOX 1849 SITKA, ALASKA 99835
PHONE: (907) 747-6700
FAX: (907) 747-7590
EMAIL: oneillengr@aol.net



VICINITY MAP
SCALE 1"=1,000'

LEGEND

- ⊕ PRIMARY CONTROL MONUMENT RECOVERED (BRASS CAP)
- ⊕ BLK/GLO PRIMARY BRASS CAP (RECOVERED)
- SECONDARY MONUMENT (SET)
- SECONDARY MONUMENT (RECOVERED)
- (R) RECORDED DATA
- (C) COMPUTED DATA
- (M) MEASURED DATA



SCALE IN FEET
PRELIMINARY

BY	DATE	REV.	DESCRIPTION OF CHANGE

RECORD OF REVISIONS



DESIGNED **P. O'NEILL**
DRAWN **KOL/ACAD**
CHECKED **PKO**
DATE OF PLAT/DATE/DATE
SCALE: 1" = 30'
DRAWING NAME: 00008-19
PROJECT NO. 30008-19-00

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL BENCHMARKS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.
DATE _____ PATRICK K. O'NEILL, L.S. 6304

ALPS SUBDIVISION
LOTS A AND B, BLOCK 24, USS 1474-A; AND LOT A, BURGESS ESTATES
CLIENT: DANIEL G. JONES, PE, LLC

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SHEET 1 OF 1

SKETCH/AREA TABLE ADDENDUM

Parcel No 13480000

Property Address 409 Halibut Point Road

City Sitka

State AK

Zip 99835

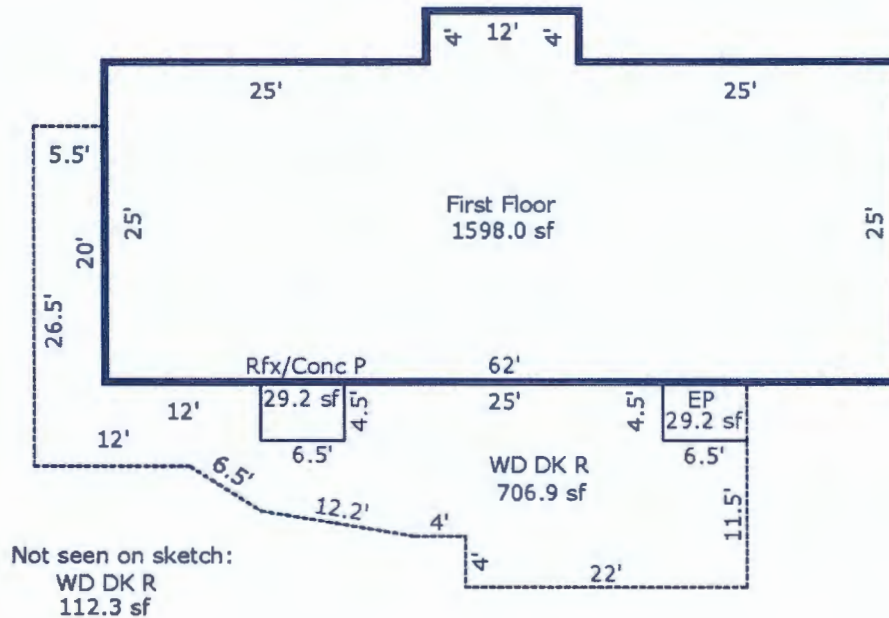
Owner Riley, Timothy

Client

Appraiser Name Josh Joseph

Inspection Date 2/8/2018

IMPROVEMENTS SKETCH



Scale: 1" = 14'

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GBA1	First Floor	1.00	1598.00	182.0	1598.00
P/P	Rfx/Conc P	1.00	29.25	22.0	
	WD DK R	1.00	706.87	187.7	
	EP	1.00	29.25	22.0	765.37

Comment Table 1

Comment Table 2

Comment Table 3

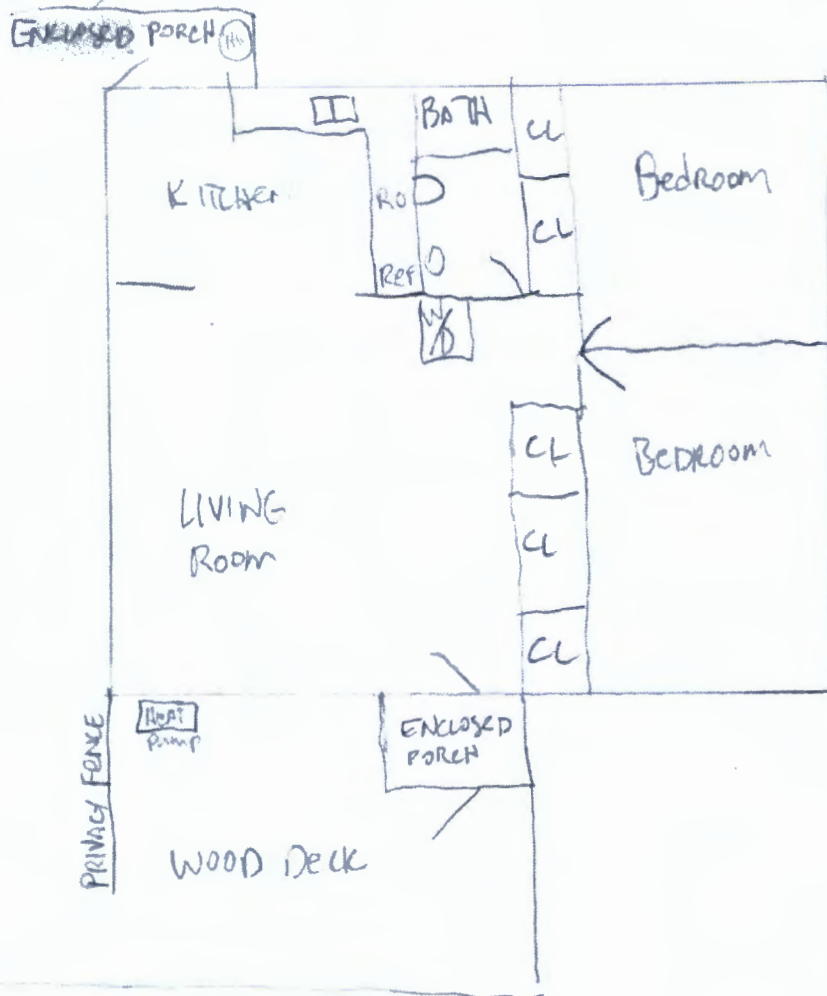
Net BUILDING Area

(rounded w/ factors)

1598

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409 B HALIBUT POINT ROAD



NOT TO SCALE



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Division of Statewide Design & Engineering Services
Right-of-Way

ENCROACHMENT PERMIT

ENCROACHMENT PERMIT NO. SIT-11-019

THIS PERMIT is issued and effective this 15th day of November, 2016 at Juneau, Alaska, by the State of Alaska, Department of Transportation and Public Facilities, Southcoast Region Right-of-Way, whose mailing address is PO Box 112506 Juneau, Alaska 99811-2506, acting through its Commissioner and referred to as the "State", and TIM RILEY, referred to as "Permittee," whose mailing address is: 1220 Glacier Avenue #310 Juneau, AK 99801.

Permittee may occupy the following described right-of-way and is referred to hereinafter as the "Permitted Area":

An unsurveyed portion of state owned right of way adjacent to USS 1474, Lot 19, Block 24 addressed as 409 Halibut Point Road in Sitka, AK in the First Judicial District, Sitka Recording District, State of Alaska.

This permit is subject to the provisions of Alaska Administrative Code, Title 17, Chapter 010, and the following general and special conditions:

1. **Allowed Use:** The permitted area is to be used for an **ACCESS STAIRWAY AND PARKING PAD FOR TWO CARS**, and for no other purpose.
2. **Annual Fee:** Permittee will pay in advance and without notice, an annual fee in the amount of **\$100.00**. The first year fee will be due on the effective date of this Permit. Thereafter, subsequent annual fees are due January 1st of each successive year of the term of the Permit. Any additional fees are specified in Special Conditions noted below. All payments required by this Permit must be made with a check or money order. A late fee of \$50 will become due and payable after January 10th of each year, during the term of this Permit. Permittee will be considered in default if payment is not received by January 15th of each year, during the term of this Permit. Permittee shall pay the State a \$25 service charge on all checks returned for nonsufficient funds.

All payments shall be sent to DOT&PF, Finance Section, P.O. Box 112506, Juneau, Alaska, 99801-2506. Checks must be payable to the State of Alaska. Interest, at the legal rate provided for in AS 45.45.010, shall accrue on any delinquent payment from its due date until payment is made in full.

3. **Term:** Permittee may occupy the permitted area for a term (not to exceed five years) commencing on **11/15/2016** and ending on **11/15/2021** unless sooner revoked as provided herein. Before the expiration of said term, and before subsequent term anniversary dates, Permittee may request, in writing, renewal of this Permit for an additional term. Permittee must pay a nonrefundable \$100 reapplication fee each time a request is filed to renew or modify this Permit.
4. **Use by the State:** The issuance of this Permit notwithstanding, the permitted area's primary use is for transportation purposes. The State may revoke this permit (as stated below), and/or enter the permitted area at any time, without notice, for emergency use, or for the planning, design, construction, inspection, or maintenance of existing or future transportation facilities. Any such use of the permitted area will in no way invoke the protections provided under 23 USC Section 138 (Preservation of Parklands).

5. **Compliance with Laws:** Permittee shall comply with all laws, ordinances, regulations, and administrative agency and/or court orders, including those relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. No fuel, hazardous or combustible substances are to be stored in the Permit area. Should Permittee's use of the permitted area cause any discharge, leak, spill, emission, or pollution release of any type to occur at any time during this occupancy, Permittee shall immediately notify the State and the appropriate federal, state, and local authorities. Permittee shall act immediately to contain and/or absorb the release, repair any damage, and clean up the release area, and to restore the permitted area to compliance with all applicable state, federal, or local laws or regulations. Permittee shall be held liable for any and all costs incurred by the State to dispose of cleanup materials or to clean up the permitted area unless otherwise agreed to, in writing, by both parties.

5. **Corps of Engineers Authorization:** Before any filling activities take place within the right-of-way, or on the property adjacent to the right-of-way affected by this permit, please contact the U.S. Army Corps of Engineers (USACE) to see if any further authorization is required. Placement of fill material in waters of the U.S., including wetlands and streams, requires prior authorization in most cases. You can reach the USACE at

Anchorage: (907) 753-2712, Fax: (907) 753-5567 Toll Free 1-800-478-2712
 Fairbanks: (907) 474-2166, Fax: (907) 474-2164
 Juneau: (907) 790-4490, Fax: (907) 790-4499
 Kenai: (907) 283-3519, Fax: (907) 283-3981

The website is <http://www.poa.usace.army.mil/reg>

6. **Indemnification:** Permittee shall indemnify, defend and hold harmless the State, and its officers, employees, and contractors, from any claim resulting from injury, loss, or damage to any person or personal property resulting from Permittee's use of the permitted area.
7. **Waiver of Claims:** Permittee waives any claim or right of action Permittee may have against the State in the event of damage to property, and injury to or death of any person in the permitted area that arises because of the design, construction, maintenance, management, or operation of a highway in the right of way containing the permitted area.
8. **Reimbursement of Costs:** Permittee shall reimburse the State for all costs and expenses incurred by the State, including attorney's fees, in any action brought by the State to recover any delinquent fees, or for the breach of any terms or conditions contained in this Permit, or to recover possession of the permitted area.
9. **Non-discrimination:** No person, on the basis of race, religion, color, national origin, age, or sex, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in that person's use of the permitted area.
10. **Assignment:** Permittee may not assign or transfer this permit.
11. **Revocation:** This Permit is not a property right but a temporary authorization, revocable by the State. The State may revoke this permit in its sole discretion and upon 30 days written notice unless a shorter period is agreed to herein by Permittee. Said notice will be sent to Permittee's last known mailing address. Permittee shall have no right of action against the State. Upon the expiration or revocation of this Permit, Permittee shall remove all encroachments and restore the permitted area to a clean and safe condition. This Permit may be also revoked based upon a written determination by the Federal Highway Administration that federal funding requirements applicable to outdoor advertising have been violated.

12. **Loss of Business:** The State is not responsible for loss of business.
13. **No Relocation Benefits:** Issuance of this Permit does not entitle Permittee to a payment of just compensation or relocation benefits under AS 34.60 if Permit is revoked, Permittee elects not to renew, or the State denies Permittee's request for renewal.
14. **Cancellation by Permittee:** Permittee may cancel this Permit by providing written notice to the State at the above address. Permittee is not entitled to a refund of any fees or expenses related to the revocation or cancellation of this Permit.
15. **Abandonment by Permittee:** Upon abandonment by Permittee of the permitted area, Permittee's rights under this Permit will immediately terminate, but Permittee's obligations will survive until fulfilled.
16. **SPECIAL CONDITIONS:** Permittee shall follow the parking and access/egress requirements as identified from review comments. All vehicles parked shall be outside of the 14 foot clear zone.


RECEIVED MAY 04 2018

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year in this Permit first above written.

ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES

PERMITTEE

By: _____


Greg A. Weinart
Chief, ROW Section
Southcoast Region

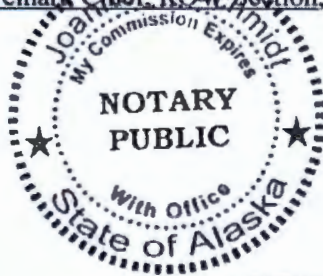
By: _____


Tim Riley

ACKNOWLEDGMENT OF DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

STATE OF ALASKA)
 : ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on 04/19 /2018, by
Greg A. Weinart, Chief, ROW Section, for Southcoast Region.




Notary Public for Alaska

My Commission Expires: with office

ACKNOWLEDGMENT OF PERMITTEE

STATE OF ALASKA)
 : ss.
FIRST JUDICIAL DISTRICT)

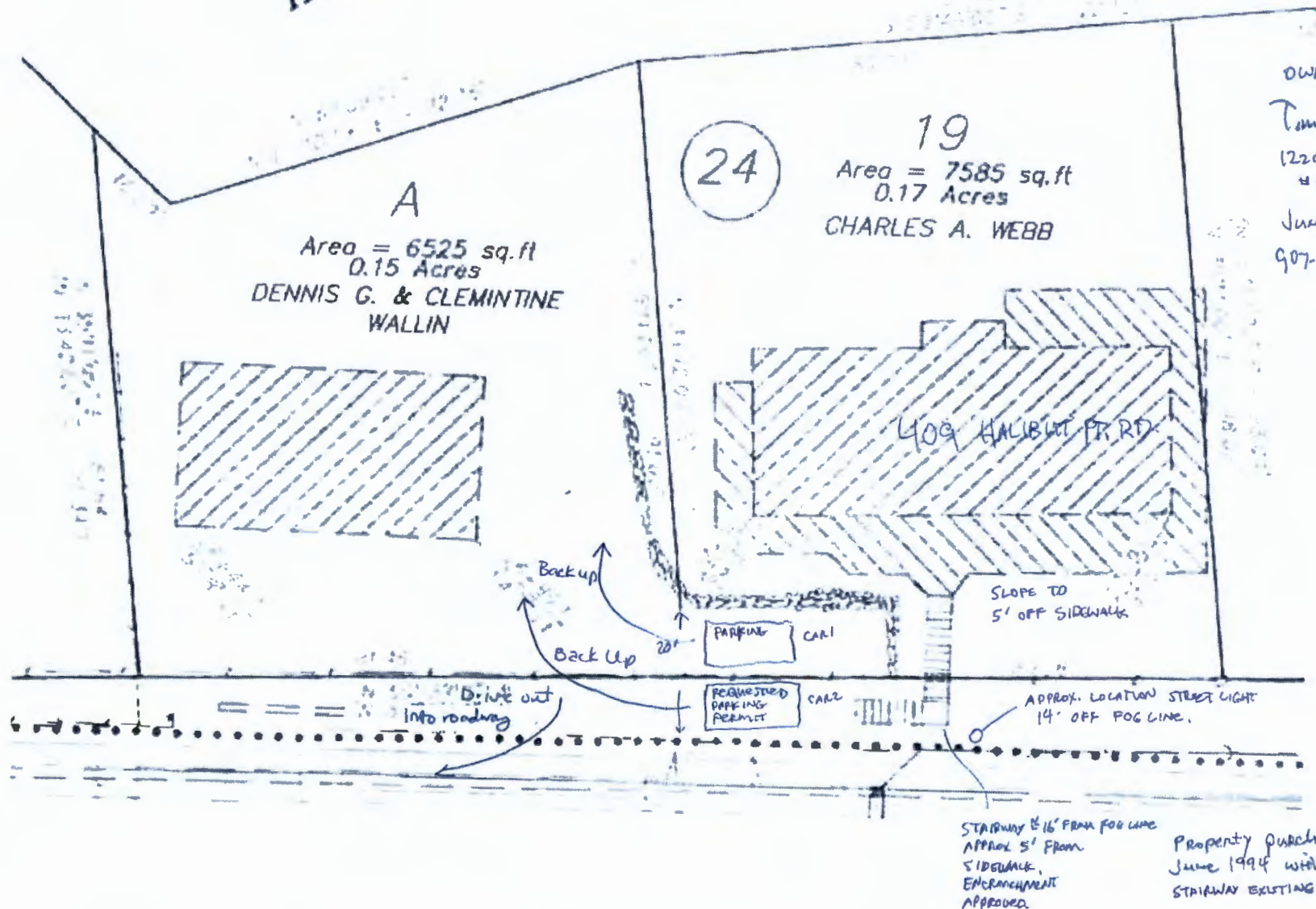
The foregoing instrument was acknowledged before me on 04/19 /2018, by
Tim Riley, Permittee.




Notary Public for Alaska

My Commission Expires: with office

HEIG.



OWNER & REQUESTOR

Timothy Riley

1220 GLACIER AVE
#310

JUNEAU, AK 99801

907-738-6667

RECEIVED MAY 14 2018



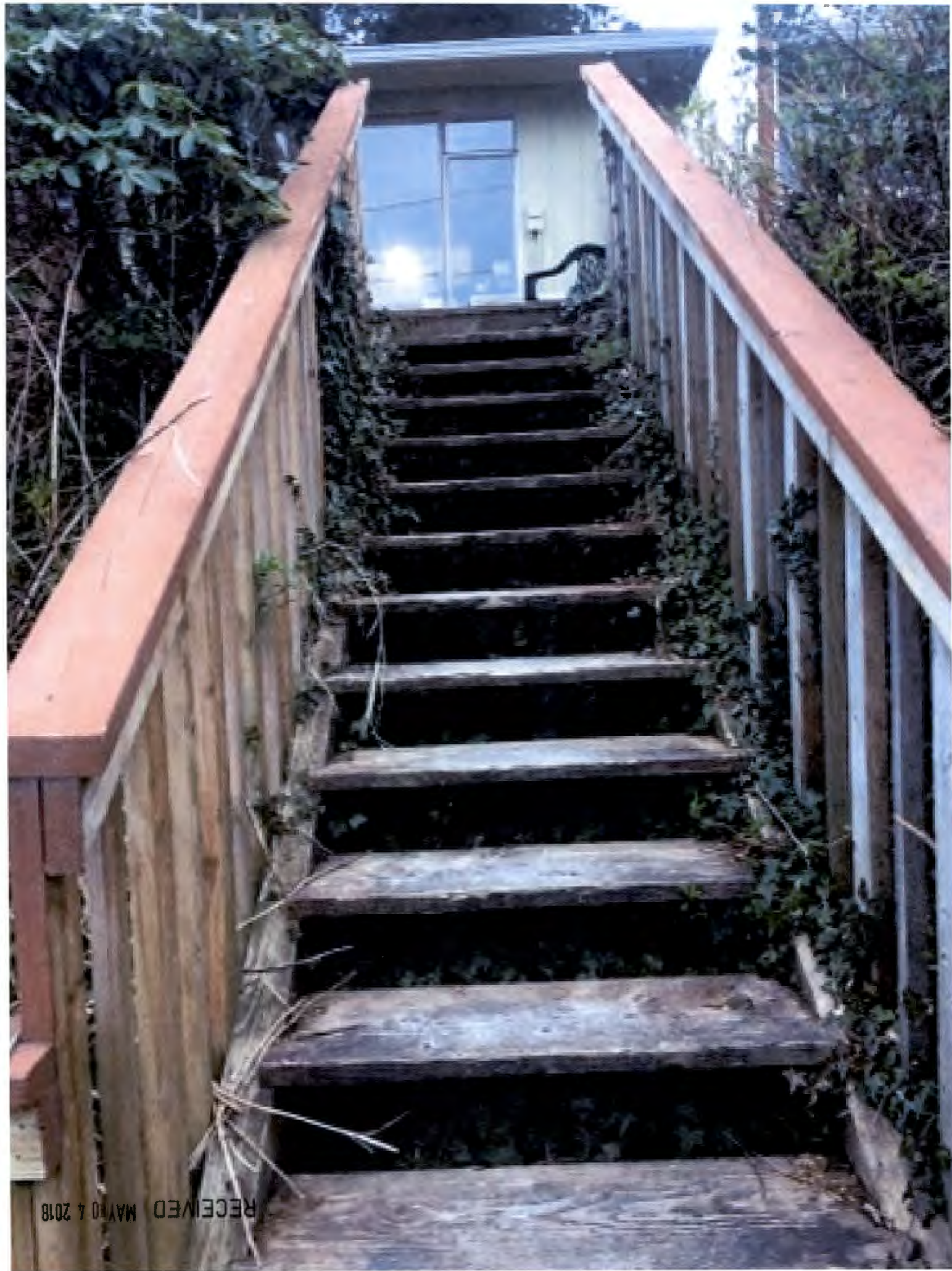
RECEIVED MAY 04 2011



RECEIVED MAY 04 2008



RECEIVED MAY 04 2018



RECEIVED MAY 10 4 2018



Attachment B

Staff Materials



City & Borough of Sitka, Alaska

Selected Parcel: 409 Halbut Point Rd ID: 13480000

Printed 5/10/2018 from <http://www.mainstreetmaps.com/ak/sitka/internal.asp>

20 m
100 ft

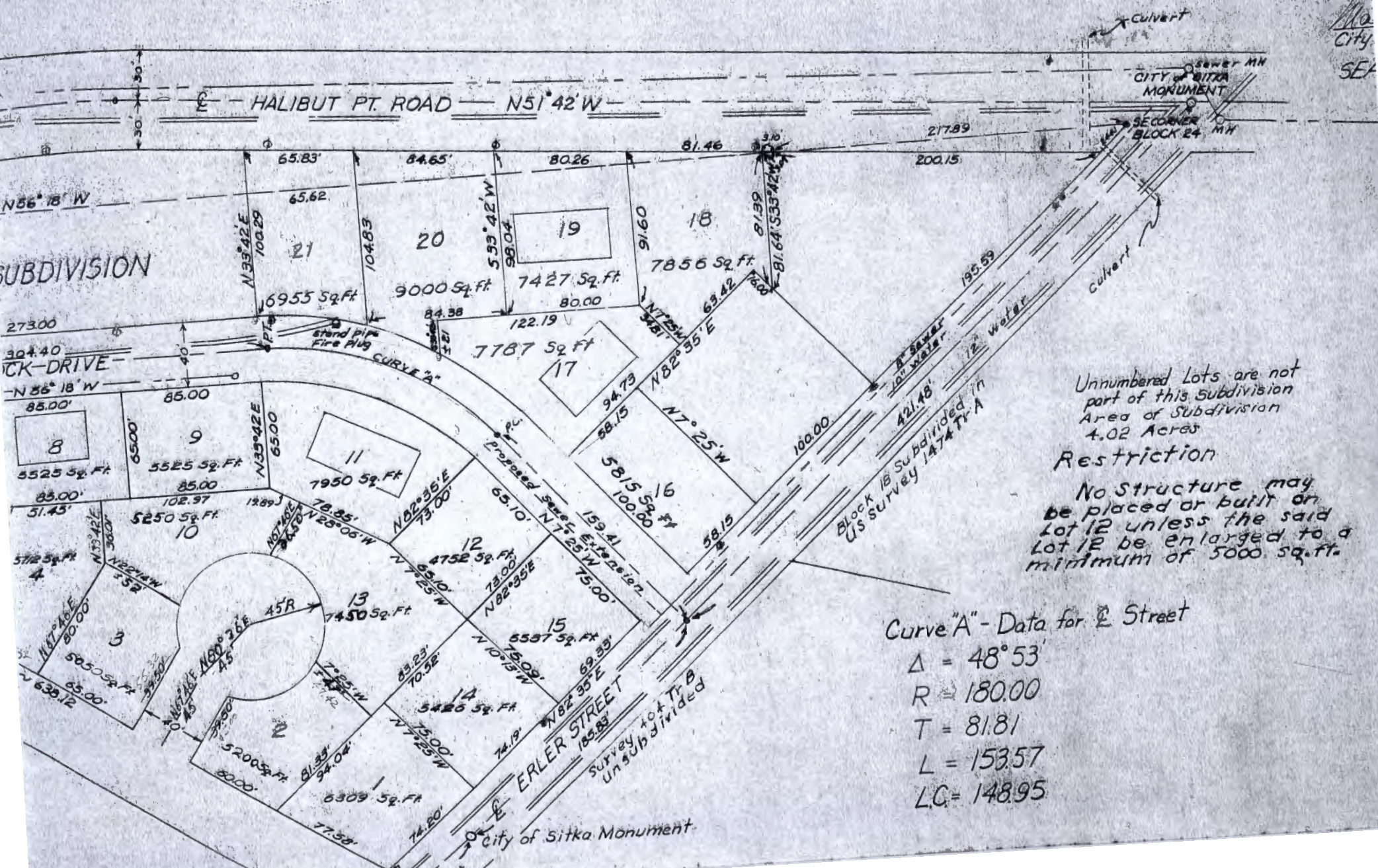


MainStreetGIS
MainStreetGIS, LLC
www.mainstreetgis.com

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.

Lot Corners marked by 2"x2"x12" Hubs

Swan Lake



Curve "A" - Data for E Street

$$\Delta = 48^{\circ}53'$$

$$R = 180.00$$

$$T = 81.81$$

$$L = 153.57$$

$$LC = 148.95$$