

Work Session

Sound Development LLC




City and Borough of Sitka


PROVIDING FOR TODAY...PREPARING FOR TOMORROW

A Coast Guard City

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Amy Ainslie, Planning Director 

Date: September 21, 2021

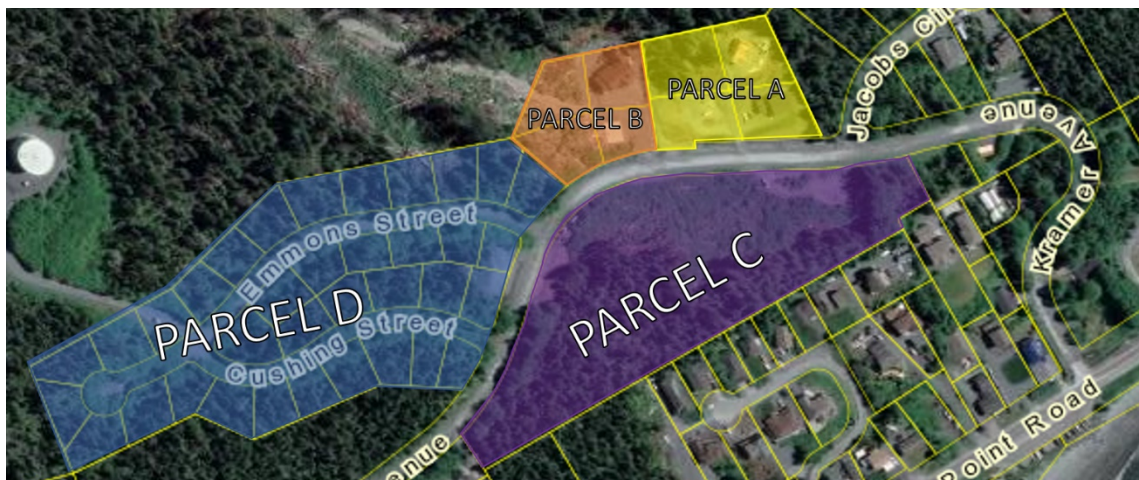
Subject: Work Session with Sound Development

Background

The Purchase Agreement between the City and Borough of Sitka (CBS) and Sound Development LLC (SDL) in 2013 established conditions of sale and development for lands in the Whitcomb Heights Subdivision (also referred to colloquially as 'the benchlands').

The agreement referred to Parcels A, B, C, & D; the legal descriptions are as follows:

- Parcel A: Tract A14 – III, Whitcomb Heights Subdivision, Plat 2011-15
 - This tract has been subdivided and resold
- Parcel B: Tract A13, Whitcomb Heights Subdivision, Plat 83-17
 - This has been subdivided and resold
- Parcel C: Tract A12-III, Whitcomb Heights III Subdivision, Plat 2011-15
 - Large tract, unsubdivided and retained by SDL
- Parcel D: Blocks 8 & 9, Whitcomb Heights Subdivision, Plat 83-17
 - Comprises 34 lots retained by SDL



Condition #11 of the agreement states:

11. **Provision for Parcel C.** SDL commits to a work session with the Assembly prior to the submission of the conceptual subdivision plat for Parcel C to the Planning Commission.

While development plans for the southern benchlands have largely been on hold since the 2015 landslide, SDL is beginning to explore opportunities to develop their remaining lands in this area. Parcel C has a mix of Low, Moderate, and High landslide risk determination per the 2016 South Kramer Landslide Report. The Low risk area of this parcel is on the southern end of the lot. Parcel D is similarly mixed, with 6 lots affected by the High risk designation, 16 lots with Moderate risk, and 12 lots in Low.

Condition #8 of the agreement is also an important consideration when discussing future development:

8. **Utilities.** SDL is prohibited from selling any lots in Block 8 and 9 of the Whitcomb Heights Subdivision prior to the installation of electrical sewer and water utilities and the acceptance of them by CBS. The Emmons and Cushing Street right of way shall also be constructed and accepted by CBS for maintenance prior to any sale. SDL may, with approval of CBS sell multiple lots, in aggregate, if a bond or any other financial guarantee is provided prior the installation and acceptance of roads and utilities. CBS will not arbitrarily withhold acceptance of roads and utilities for maintenance.

Analysis

The purpose of this work session is for SDL to share its conceptual plans for Parcel C, and for the Assembly to have an opportunity to provide thoughts and feedback. This is also an opportunity for SDL to discuss future development options for remaining land in Parcel D.

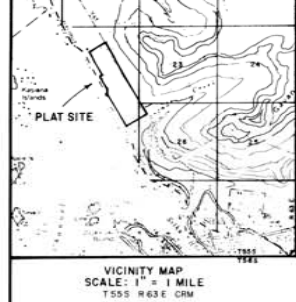
No approvals from the body are needed at this time.

Fiscal Note

None at this time for conceptual review/discussion.

Recommendation

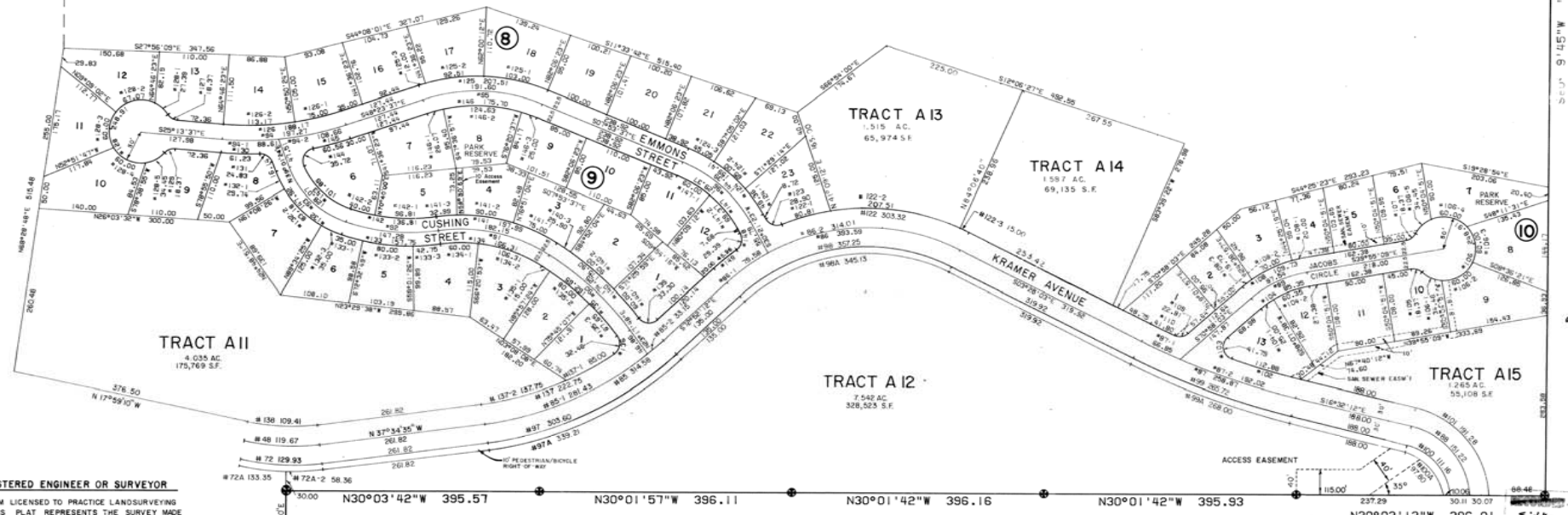
There is no specific recommendation from staff, as the Assembly is not asked to make any decisions or provide an approval at this time.



NUMBER	RADIUS	ARC	DELTA	TAN	CHORD	CHORD BEARING
137-2	480.68	137.75	16°25'11"	69.35	137.28	N45°47'11.0"W
138	320.00	109.41	19°35'25"	55.25	108.88	N27°46'31.0"W
139	20.00	33.30	95°23'37"	21.98	29.38	N25°10'23.5"W
140	494.18	175.90	20°23'37"	88.89	174.97	N12°19'36.5"W
140-1	494.18	60.00	6°57'24"	30.04	59.96	N19°02'43.0"E
140-2	494.18	90.00	10°26'05"	45.12	88.49	N10°20'58.5"E
140-3	494.18	25.90	3°09'08"	12.95	25.49	N29°37'52.0"E
141	281.25	197.99	40°20'00"	103.29	193.92	N18°02'12.0"W
141-1	281.25	75.00	15°16'44"	37.72	74.78	N05°30'34.0"W
141-2	281.25	90.00	18°20'05"	45.39	89.62	N22°18'58.5"W
141-3	281.25	32.99	6°43'11"	16.51	32.97	N34°50'36.5"W
142	293.95	136.82	26°40'00"	69.67	135.58	N24°52'12.0"W
142-1	293.95	96.82	18°52'12"	48.85	96.37	N26°46'06.0"W
142-2	293.95	60.00	7°47'48"	20.03	59.97	N15°26'06.0"W
143	122.63	101.89	47°36'00"	54.09	98.98	N12°15'58.0"E
144	20.00	25.72	102°30'10"	24.95	31.16	N09°14'13.0"W
145	510.18	60.56	6°47'55"	30.32	60.53	N24°59'39.5"W
146	248.56	175.70	40°30'00"	91.70	172.06	N28°08'37.0"E
146-1	248.56	26.07	6°00'18"	13.05	26.06	N45°23'20.0"E
146-2	248.56	124.63	28°44'00"	63.45	123.31	N28°01'11.0"E
146-3	248.56	25.00	5°55'46"	12.51	24.99	N10°46'30.0"E
147	193.78	129.37	38°15'00"	67.20	126.98	N11°13'53.0"W
147-1	193.78	60.00	17°44'25"	30.24	59.76	N07°58'35.5"W
147-2	193.78	69.37	20°30'35"	35.06	69.00	N20°06'05.5"W
148	20.00	29.39	84°11'36"	18.07	26.82	N27°27'11.0"W
149	355.91	45.96	7°25'10"	23.01	45.93	N69°09'37.0"W

SHEET 2 OF 3

MATCH LINE



CERTIFICATE OF REGISTERED ENGINEER OR SURVEYOR

I HEREBY CERTIFY THAT I AM LICENSED TO PRACTICE LAND SURVEYING IN ALASKA, AND THAT THIS PLAT REPRESENTS THE SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AS LOCATED, AND THAT ALL DIMENSIONAL AND OTHER DETAILS ARE CORRECT.

THE FIRM OF WAKON REDBIRD & ASSOCIATES DOES NOT WARRANT THE BOUNDARY SURVEY OR MONUMENT ANY LOT CORNERS SHOWING ON THIS PLAT.

U.S. SURVEY 2418

U.S. SURVEY 3565 (NATIONAL FOREST SERVICE)

S29°42'03"E
2412.97

S29°42'03"E 1450.14

PLAT RESTRICTIONS

- THIS SUBDIVISION IS APPROVED AND RECORDED AS A PLANNED UNIT DEVELOPMENT. THE NUMBER OF ALLOWED HOUSING UNITS ON EACH LOT IS HEREBY NOTED ON SHEET 1 OF 3 SHEETS. THE NUMBER OF UNITS ALLOWED ON THE TRACT AREAS SHALL BE DETERMINED ON A R-1 ZONING DISTRICT BASIS AS COVERED UNDER CITY CODE 22.20(A)(8) OR UNDER PLANNED UNIT DEVELOPMENT 22.72.00.
- PURCHASERS OF DEVELOPMENT TRACTS SHALL BE REQUIRED TO FURNISH THE CITY AND BOROUGH OF SITKA WITH TOTAL DEVELOPMENT PLANS. SAID PLANS SHALL INCLUDE NUMBER OF UNITS PROPOSED, SIZE, SPACING, AND LOCATION; THE PARKING AREAS AND NUMBER OF SPACES; OPEN SPACES AND PLAYBOARDS; ACCESS AND EGRESS POINTS PROPOSED ON KRAMER AVENUE; UTILITY PLANS AND PROPOSED TIME FRAME OF COMPLETION. PLANS SHALL BE REVIEWED AND APPROVED BY THE PLANNING COMMISSION AND ASSEMBLY INCLUDING AT LEAST ONE (1) PUBLIC HEARING PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.
- DEVELOPMENT OF TRACT A-9 SHALL BE LIMITED TO A SMALL COMMERCIAL DEVELOPMENT REQUIRED TO SERVE THE ADJACENT NEIGHBORHOOD. RESIDENTIAL DEVELOPMENT MAY BE ALLOWED IN CONJUNCTION WITH SAID COMMERCIAL USE IF DIRECTLY RELATED SUCH AS OWNER/MANAGER APARTMENTS. AS WITH ALL TRACTS, DEVELOPMENT PLANS MUST BE REVIEWED AND APPROVED.
- THERE SHALL BE RESERVED, ADJACENT TO THE DEDICATED RIGHTS-OF-WAY SHOWN HEREON, A SLOPE RESERVATION SUFFICIENT TO CONTAIN CUT AND FILL SLOPES OF ONE AND ONE HALF (1 1/2) FEET HORIZONTALLY FOR EACH FOOT VERTICALLY (1:1 1/2) TO 10 FEET CUT AND FILL. FOR THE PURPOSE OF PROVIDING AND MAINTAINING LATERAL SUPPORT OF CONSTRUCTED STREET THERE IS RESERVED TO THE GRANTORS, THEIR HEIRS, SUCCESSORS OR ASSIGNS, THE RIGHT TO REMOVE SAID SLOPES AT ANY TIME UPON PROVISIONS AND MAINTAINING OTHER ADEQUATE LATERAL SUPPORT, AS APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF SITKA.

TRACT A1
107,760 AC.
4,694,017 S.F.

TRACT A13
515 AC.
65,974 S.F.

TRACT A14
1587 AC.
69,135 S.F.

TRACT A12
7,542 AC.
328,528 S.F.

NOTARY'S ACKNOWLEDGEMENT

U.S. OF AMERICA
STATE OF ALASKA
CITY AND BOROUGH OF SITKA

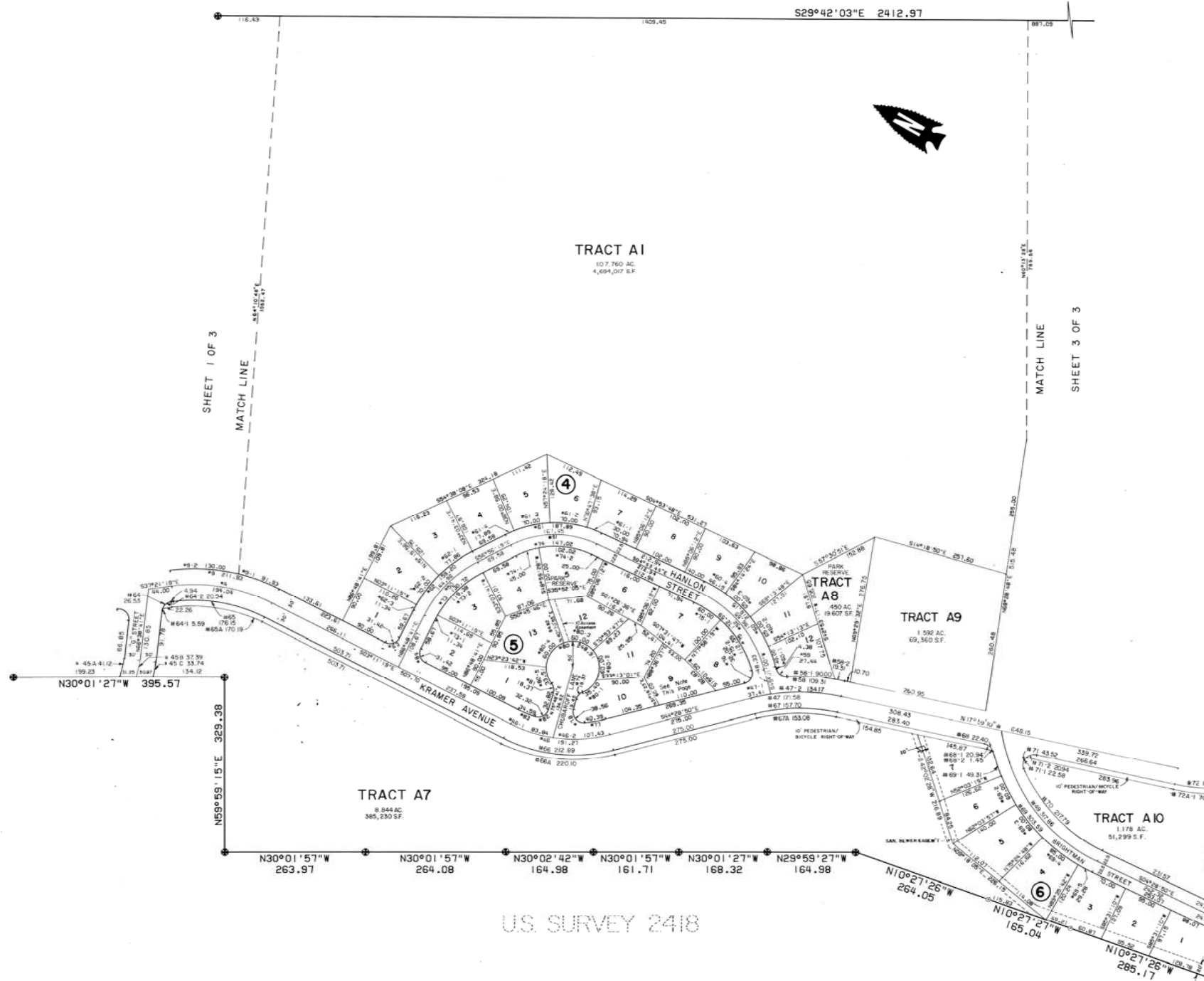
THIS IS TO CERTIFY THAT ON THIS 3rd DAY OF May, 1983, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, ONLY COMMISSIONED AND SWORN, PERSONALLY APPEARED John E. Dapunt, Mayor of the City and Borough of Sitka, and who executed the within plat and acknowledged to me that he was the same person and voluntarily for the uses and purposes therein specified.

WITNESS MY HAND AND NOTARIAL SEAL THIS DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.
MY COMMISSION EXPIRES 10-31-94

WHITCOMB HEIGHTS
SUBDIVISION
CITY & BOROUGH OF SITKA, ALASKA

Dated: Feb. 9, 1980 Scale: 1" = 100'

A SUBDIVISION OF TRACT A,
USS 3806



NUMBER	RADIUS	ARC	DELTA	TAN	CHORD	CHORD BEARING
4	325.39	194.04	34°10'00"	100.00	191.17	S20°16'19.0"E
9	355.39	211.93	34°10'00"	109.22	208.80	N20°16'19.0"W
9-1	355.39	81.93	13°12'30"	41.15	81.75	N09°47'34.0"W
9-2	355.39	130.00	20°57'30"	65.73	129.28	N26°52'34.0"W
46	265.10	191.27	41°17'31"	100.00	187.16	S23°50'04.5"E
46-1	265.10	83.83	18°05'55"	42.27	83.49	S12°14'16.5"E
46-2	265.10	107.44	23°11'36"	54.46	106.70	S32°53'02.0"E
47	371.05	171.58	26°29'40"	87.35	170.05	S31°14'00.0"E
47-1	371.05	17.41	0°5'46'10"	38.72	37.39	S41°55'32.0"E
47-2	371.05	134.17	20°43'03"	67.82	133.44	N28°50'42.0"W
49	320.91	317.86	56°45'04"	173.34	305.03	S23°53'42.0"W
50	229.12	144.96	36°15'00"	75.00	142.55	S75°03'49.0"E
51	184.36	167.45	52°02'31"	90.00	161.76	S30°55'03.5"E
52	225.62	196.55	49°54'48"	105.00	190.25	S20°03'36.0"W
58	(SEE CURVE DATA FOR 58, 58-1 AND 58-2 FOLLOWING #84.)					
59	20.00	27.44	78°37'09"	16.38	25.34	N05°42'25.5"E
60	248.12	216.15	49°54'48"	115.47	209.38	N20°03'36.0"E
60-1	248.12	40.00	0°57'13"	30.04	39.36	N00°25'53.5"E
60-2	248.12	65.00	15°00'35"	32.69	64.82	N28°16'09.5"E
60-3	248.12	65.00	15°00'36"	32.69	64.82	N13°15'54.0"E
60-4	248.12	46.15	10°39'24"	23.14	46.08	N00°25'54.0"E
61	206.86	187.89	52°02'31"	100.99	181.50	N30°55'03.5"W
61-1	206.86	30.00	08°18'34"	15.03	29.97	N09°03'05.0"W
61-2	206.86	70.00	19°23'20"	35.34	69.67	N22°54'02.0"W
61-3	206.86	70.00	19°23'20"	35.34	69.67	N42°17'22.0"W
61-4	206.86	17.89	04°57'17"	08.95	17.88	N54°27'40.5"W
62	251.62	199.20	36°15'00"	82.36	196.55	N75°03'49.0"W
62-1	251.62	77.46	17°43'45"	39.24	77.55	N65°48'11.5"E
62-2	251.62	70.00	15°56'22"	35.23	69.77	N82°38'15.0"W
62-3	251.62	11.34	02°14'53"	05.67	11.34	S88°06'07.5"W
63	20.00	31.42	90°00'00"	20.00	28.28	N48°11'19.0"W
64	20.00	26.53	76°00'00"	15.63	24.63	N75°21'19.0"E
64-1	20.00	5.59	16°00'00"	2.81	5.57	N74°38'41.0"E
64-2	20.00	20.94	60°00'00"	11.55	20.00	S67°21'19.0"E
65	295.39	176.15	34°10'00"	90.78	173.55	S20°16'19.0"E
65A	295.39	170.19	34°10'00"	87.71	167.68	S20°16'19.0"E
66	295.40	212.89	41°17'31"	111.30	208.71	S23°50'04.5"E
66A	305.40	220.10	41°17'31"	115.07	215.36	S23°50'05.0"E
67	341.05	157.70	26°29'40"	80.29	156.30	S31°14'00.0"E
67A	331.05	153.08	26°29'40"	77.93	151.72	S31°14'00.0"E
68	20.00	22.40	64°09'30"	12.54	21.24	N14°55'35.0"E
68-1	20.00	20.94	60°00'00"	11.55	20.00	S12°00'50.0"W
68-2	20.00	1.45	4°09'30"	.73	1.45	S44°05'35.0"W
69	343.41	303.59	50°39'07"	162.52	293.80	N20°50'44.0"E
69-1	343.41	49.31	0°13'19"	24.70	49.27	S42°03'31.0"W
69-2	343.41	60.00	0°00'00"	30.08	59.92	S32°56'22.0"W
69-3	343.41	80.00	13°20'51"	40.18	79.82	S21°15'37.5"W
69-4	343.41	85.00	14°10'54"	42.72	84.78	S07°29'45.0"W
69-5	343.41	29.28	4°53'08"	14.63	29.27	S02°02'16.0"E
70	298.41	217.79	41°48'59"	114.00	212.99	N16°25'40.0"E
71	20.00	41.52	124°40'40"	38.16	35.43	N80°19'31.0"W
71-1	20.00	22.58	64°40'40"	12.66	21.40	N69°40'29.0"E
71-2	20.00	20.94	60°00'00"	11.55	20.00	S47°59'10.0"E
72	380.00	129.93	19°35'25"	65.60	129.30	S27°46'53.0"E
72A	390.00	133.19	19°35'27"	67.23	132.70	S08°11'27.0"W
72A-1	390.00	74.59	11°01'01"	37.61	74.88	S23°29'41.0"E
73	206.62	130.72	36°15'00"	67.63	128.56	S75°03'49.0"E
73-1	206.62	11.34	3°08'39"	5.67	11.34	N88°23'00.5"E
73-2	206.62	119.38	93°06'21"	61.42	117.73	S73°29'29.5"E
74	161.86	147.02	52°02'31"	79.02	142.02	S30°55'03.5"E
74-1	161.86	45.00	15°55'47"	22.65	44.46	S48°58'25.5"E
74-2	161.86	102.02	36°06'44"	55.77	100.34	S22°57'10.0"E
75	203.12	172.59	48°41'00"	91.89	167.44	S19°26'42.0"W
75-1	203.12	60.00	16°55'29"	30.22	59.78	S03°33'56.5"E
75-2	203.12	112.59	31°45'31"	57.74	111.15	S27°54'06.5"E
76	20.00	32.03	91°43'58"	20.61	28.71	S89°39'11.0"W
77	235.40	40.39	9°49'52"	20.24	40.34	N39°33'54.5"E
78	20.00	36.56	110°27'41"	28.81	32.86	N20°34'50.5"E
79	20.00	18.17	52°37'00"	9.89	17.57	S77°52'41.0"E
80	50.00	348.91	285°14'01"	60.71	348.91	N14°11'18.5"E
80-1	50.00	35.40	40°34'11"	18.48	34.67	S71°51'23.5"E
80-2	50.00	60.00	68°45'18"	34.21	56.45	S53°28'52.0"E
80-3	50.00	60.00	68°45'18"	34.21	56.45	S15°56'26.0"W
80-4	50.00	60.00	68°45'18"	34.21	56.46	N84°01'44.0"W
80-5	50.00	33.51	38°23'56"	17.41	32.89	S42°23'39.0"W
81	20.00	18.37	52°37'00"	9.89	17.73	S49°30'11.0"W
82	20.00	32.32	92°34'54"	20.92	28.91	S57°53'52.0"W
83	235.40	34.59	8°25'06"	17.32	34.56	N07°31'52.0"E
84	20.00	31.42	90°00'00"	20.00	28.28	N41°48'41.0"E
58	401.05	109.31	15°36'59"	54.99	108.97	N25°47'40.0"W
58-1	401.05	90.00	12°51'29"	45.19	89.81	N27°10'25.0"W
58-2	401.05	19.31	2°45'30"	9.66	19.31	N19°21'55.0"W

RECORDED FILED 149
S-166
DATE Mar 3 1980
TIME 12 P
Prepared by C. J. & B. Co.
Box 71
Sitka, AK 99785

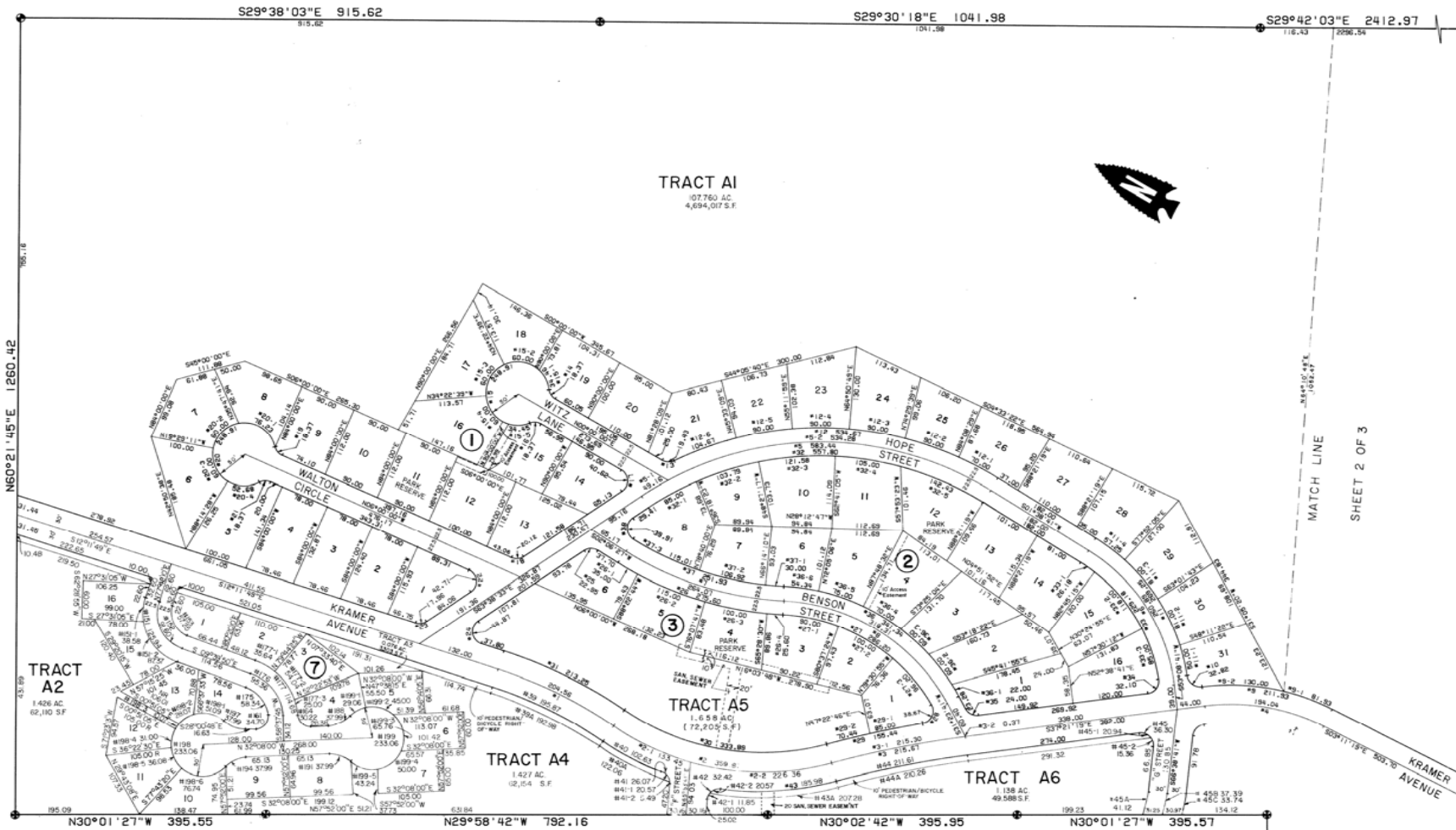
WHITCOMB HEIGHTS SUBDIVISION
CITY & BOROUGH OF SITKA, ALASKA

DATE: Feb 9, 1980 Scale: 1" = 100'

A SUBDIVISION OF TRACT A,
USS 3806

NOTE: NO ACCESS IS ALLOWED TO KRAMER AVENUE EXCEPT 10' 9" BLOCK 5.

U.S. SURVEY 3806



NUMBER	RADIUS	ARC	DELTA	TAN	CHORD	CHORD BEARING	NUMBER	RADIUS	ARC	DELTA	TAN	CHORD	CHORD BEARING	NUMBER	RADIUS	ARC	DELTA	TAN	CHORD	CHORD BEARING
1	706.40	204.56	16°15'30"	103.00	203.84	S03°54'04.0"E	21	20.00	18.37	5°27'00"	9.89	17.73	S32°18'30.0"E	40A	456.48	122.06	15°19'14"	61.40	121.70	S03°15'56.0"E
2	426.48	358.81	49°30'00"	192.00	348.73	S20°21'19.0"E	22	20.00	42.71	12°21'27"	36.35	35.05	S55°10'43.5"W	41	20.00	26.07	7°40'01.1"	15.26	24.26	S26°33'35.0"W
2-1	426.48	133.45	16°21'33"	67.30	132.88	S04°47'06.0"E	23	20.00	17.96	5°26'44"	9.64	17.36	N37°55'11.0"W	41-1	20.00	20.57	5°58'55.0"	11.30	19.68	S20°41'25.0"W
2-2	426.48	226.36	32°08'27"	116.05	223.59	S27°12'06.0"E	24	20.00	44.87	12°31'16"	41.51	36.04	N52°04'49.0"E	41-2	20.00	05.49	1°54'22"	02.76	05.48	S58°01'30.0"E
3	1594.45	215.67	0°45'00"	108.00	215.51	S41°13'49.0"E	25	20.00	22.95	6°54'50.0"	12.91	21.71	S30°46'01.0"E	42	20.00	12.42	0°52'00"	21.03	26.98	S67°40'19.0"E
3-1	1594.45	215.30	0°44'12"	107.81	215.14	S41°13'49.0"E	26	537.84	275.60	29°21'33"	140.89	272.59	S12°34'19.5"E	42-1	20.00	11.85	1°56'10"	06.10	11.67	N82°51'46.0"E
3-2	1594.45	0.37	0°00'48"	0.19	0.37	S37°21'43.0"E	26-1	537.84	35.00	0°43'43"	17.51	34.99	S00°14'35.5"E	42-2	20.00	20.57	5°58'55.0"	11.30	19.68	S20°41'25.0"W
4	325.39	194.04	14°10'00"	100.00	191.17	S27°16'19.0"E	26-2	537.84	100.00	12°15'03"	57.72	114.78	S07°44'47.5"E	43	446.48	185.98	27°52'00"	94.36	184.64	S33°10'19.0"E
5	512.02	263.44	6°51'14"	126.00	552.38	S39°59'56.0"E	26-3	537.84	100.00	10°19'11"	50.15	99.86	S10°12'54.5"E	43A	456.48	207.28	26°01'02"	105.46	205.51	S32°05'48.0"E
5-1	512.02	49.16	5°30'02"	24.60	49.14	S67°53'32.0"E	26-4	537.84	25.60	0°43'36"	12.80	25.59	S25°53'18.0"E	44	1564.45	211.61	0°45'00"	105.97	211.45	S41°13'49.0"E
5-2	512.02	534.28	59°47'12"	294.35	510.37	S28°14'55.0"E	27	288.48	286.20	56°50'35"	156.12	274.61	S01°10'11.5"W	44A	1554.45	210.26	0°45'00"	105.29	210.10	S41°13'49.0"E
6	290.25	260.89	51°30'00"	140.00	252.20	S27°23'41.0"W	27-1	288.48	90.00	17°52'30"	45.37	89.63	S18°18'51.0"E	45	20.00	16.30	10°40'00"	25.60	31.52	S14°38'41.0"E
7	515.34	264.07	29°21'33"	135.00	261.19	S12°14'19.5"E	27-2	288.48	100.00	19°51'41"	50.51	99.50	S00°33'14.5"W	45A	220.00	41.12	10°42'34"	20.62	41.06	S77°59'58.0"W
8	310.94	318.31	5°38'47"	174.68	304.60	S02°04'17.5"W	27-3	288.48	96.20	19°06'24"	48.55	95.76	S20°02'17.0"W	46	250.00	12.91	0°54'11"	18.73	37.36	S70°55'47.0"E
9	355.39	211.93	34°10'00"	109.22	208.80	N20°16'19.0"W	28	20.00	38.67	10°47'09"	28.98	32.92	S84°59'03.5"W	45C	280.00	33.74	0°54'13"	16.89	33.72	S70°55'48.0"E
9-1	355.39	81.93	11°12'30"	41.25	81.75	N09°47'14.0"W	29	1624.45	155.44	0°58'25"	77.78	155.38	N42°21'50.5"W	45-1	20.00	20.94	6°00'00"	11.55	20.00	S07°21'19.0"E
9-2	355.39	130.00	29°57'30"	65.73	129.28	N20°52'14.0"W	29-1	1624.45	84.99	0°59'52"	42.51	84.98	N41°07'18.0"E	45-2	20.00	15.36	4°00'00"	08.08	14.98	S44°38'41.0"E
10	21.29	32.82	84°19'33"	20.68	29.67	N04°46'27.5"E	29-2	1624.45	70.45	0°58'25"	35.23	70.44	N41°07'18.0"E	151	82.50	125.94	87°28'00"	78.93	114.07	S17°04'10.0"E
11	312.75	269.25	49°19'33"	143.60	261.01	N20°18'27.5"E	30	386.48	333.89	49°30'00"	178.17	323.61	N20°21'19.0"E	151-1	82.50	18.58	26°47'30"	16.05	38.23	S64°24'25.0"W
11-1	312.75	50.00	0°09'36"	25.05	49.95	N46°21'26.0"E	31	736.40	213.25	16°35'30"	107.37	212.50	N03°54'04.0"W	151-2	82.50	87.37	6°00'40"	48.28	83.34	S20°40'25.0"E
11-2	312.75	81.00	14°50'21"	40.73	80.77	N34°23'27.5"E	32	489.52	557.80	65°17'14"	113.59	528.11	S30°59'56.0"E	152	50.00	91.60	87°28'00"	57.26	82.96	S34°04'10.0"E
11-3	312.75	81.00	14°50'21"	40.73	80.77	N19°33'27.5"E	32-1	489.52	85.00	0°56'56"	42.61	84.89	S38°40'05.0"E	153	37.50	57.25	87°28'00"	35.88	51.85	S34°04'10.0"E
11-4	312.75	57.25	10°29'14"	28.70	57.16	N06°53'18.0"E	32-2	489.52	103.79	12°08'54"	52.09	103.68	S27°31'10.0"E	154	20.00	74.70	9°52'43"	21.58	70.51	N87°49'52.0"E
12	534.52	514.67	57°18'12"	292.10	512.65	N27°00'39.5"W	32-3	489.52	121.58	14°13'48"	61.10	121.27	S14°25'49.0"E	164	20.00	10.22	86°34'34"	18.84	27.43	N11°09'17.0"E
12-1	534.52	70.00	0°00'12"	35.05	69.95	N06°06'25.0"W	32-4	489.52	105.00	12°17'21"	52.70	104.80	S21°10'13.5"E	175	57.50	58.34	58°08'07"	31.26	55.87	S19°24'13.0"E
12-2	534.52	70.00	0°38'50"	45.11	89.89	N10°40'56.0"E	32-5	489.52	142.43	16°40'13"	71.72	141.92	S06°41'25.5"E	176	80.00	95.36	68°17'35"	54.26	89.81	S24°28'57.0"E
12-3	534.52	90.00	0°38'50"	45.11	89.89	N20°19'46.0"W	33	267.75	229.17	49°18'31"	122.12	222.24	S06°09'55.0"E	177	102.50	125.94	87°28'00"	78.93	114.07	S17°04'10.0"E
12-4	534.52	90.00	0°38'50"	45.11	89.89	N20°58'36.0"W	33-1	267.75	26.17	0°56'04"	13.10	26.16	S04°26'43.0"W	177-1	102.50	35.64	19°55'25"	28.00	35.46	N00°17'53.0"E
12-5	534.52	90.00	0°38'50"	45.11	89.89	N39°17'26.0"W	33-2	267.75	118.00	25°15'03"	59.97	117.05	S19°52'16.5"W	177-2	102.50	54.04	30°12'30"	27.67	53.42	N25°21'50.0"E
12-6	534.52	104.67	11°31'09"	52.50	104.50	N50°03'25.5"W	33-3	267.75	85.00	18°11'21"	42.86	84.64	S41°35'28.5"W	177-3	102.50	25.00	11°58'29"	12.56	24.94	N47°27'19.0"E
13	20.00	19.43	55°40'00"	10.56	18.68	N27°50'00.0"E	34	20.00	32.10	9°20'12"	20.70	28.76	N83°20'05.0"E	188	50.00	37.99	43°31'52"	19.96	37.08	S57°53'56.0"E
14	20.00	18.37	52°17'01"	9.89	17.73	S32°18'30.0"E	35	20.00	24.00	6°45'00"	13.68	24.00	N25°58'49.0"W	191	50.00	37.99	43°31'52"	19.96	37.08	S57°53'56.0"E
15	50.00	248.91	28°14'00"	60.71	890.00	N00°00'00.0"E	36	333.48	141.34	58°38'47"	187.12	326.63	N02°04'17.5"E	194	50.00	37.99	43°31'52"	19.96	37.08	S57°53'56.0"E
15-1	50.00	14.46	39°29'03"	17.94	33.78	S32°52'28.5"E	36-1	333.48	22.00	0°36'40"	11.00	22.00	N29°30'17.5"E	197	50.00	37.99	43°31'52"	19.96	37.08	N10°22'04.0"E
15-2	50.00	60.00	6°45'18"	14.21	56.46	N21°14'42.0"E	36-2	333.48	60.00	10°18'32"	30.08	59.92	N22°27'18.0"E	198	50.00	33.06	36°03'44"	52.63	72.50	N57°52'00.0"E
15-3	50.00	60.00	6°45'18"	14.21	56.46	N00°00'00.0"E	36-3	333.48	60.00	10°18'32"	30.08	59.92	N12°09'06.5"E	198-1	50.00	33.06	36°03'44"	52.63	72.50	N57°52'00.0"E
15-4	50.00	60.00	6°45'18"	14.21	56.46	S21°14'42.0"E	36-4	333.48	60.00	12°01'36"	35.13	69.87	N00°59'03.0"E	198-2	50.00	28.07	32°10'12"	14.42	27.71	N67°13'46.0"E
15-5	50.00	34.35	39°29'03"	17.94	33.78	S32°52'28.5"E	36-5	333.48	75.00	12°53'09"	37.66	74.84	N11°28'19.5"W	198-3	50.00	10.07	11°32'13"	05.05	10.05	N85°04'58.0"E
16	20.00	18.37	52°17'00"	9.89	17.73	S26°18'30.0"E	36-6	333.48	54.34	0°20'12"	27.23	54.28	N22°35'00.0"E	198-4	50.00	11.00	35°31'25"	16.02	30.51	S71°23'13.0"E
17	20.00	40.62	116°21'27"	12.23	33.99	S58°10'13.5"W	37	492.84	251.92	29°17'15"	128.78	249.19	N12°36'26.0"E	198-5	50.00	36.08	41°20'50"	28.87	35.40	S32°57'05.0"E
18	20.00	20.12	57°38'13"	11.00	19.28	N31°49'16.5"E	37-1	492.84	30.00	0°29'15"	15.01	30.00	N25°30'28.0"E	198-6	50.00	76.74	87°56'32"	48.24	69.43	S31°21'00.0"E
19	20.00	18.37	52°17'00"	9.89	17.73	N20°18'27.5"E	37-2	492.84	106.92	12°25'50"	53.67	106.71	N17°25'55.0"E	199	50.00	233.06	26°03'44"	52.63	72.50	S57°52'00.0"E
20	50.00	248.91	28°14'01"	60.71	890.00	N00°00'00.0"E	37-3	492.84	115.00	13°22'10"	57.76	114.74	N04°38'55.0"E	199-1	50.00	29.06	33°18'07"	14.95	28.65	N59°00'49.0"E
20-1	50.00	76.23	87°20'54"	47.74	69.06	N00°56'34.0"E	38	20.00	39.31	11°49'17"	30.99	33.61	N59°11'48.5"E	199-2	50.00	45.05	52°33'58"	24.15	43.50	N16°34'46.0"E
20-2	50.00	76.23	87°20'54"	47.74	69.06	N00°56'34.0"E	39	20.00	76.23	87°20'54"	47.74	69.06	N00°56'34.0"E	199-3	50.00	76.23	87°20'54"	47.74	69.06	N00°56'34.0"E

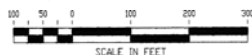
USS 2419

BLOCK	LOT	AREA (SQ. FT.)	NO DWELL. UNITS ALLOWED
7	1	6,024	SINGLE FAMILY MOBILE HOME
	2	6,458	"
	3	6,757	"
	4	6,009	"
	5	6,000	"
	6	6,000	"
	7	6,089	"
	8	6,319	"
	9	6,319	"
	10	6,978	"
	11	6,702	"
	12	6,205	"
	13	6,837	"
	14	6,985	"
	15	6,473	"
	16	6,000	"
7			
8	1	8,448	SINGLE
	2	8,656	DUPLEX
	3	11,350	DUPLEX
	4	10,349	DUPLEX
	5	8,891	DUPLEX
	6	9,456	DUPLEX
	7	11,641	DUPLEX
	8	9,225	SINGLE
	9	11,304	SINGLE
	10	11,757	SINGLE
	11	11,107	SINGLE
	12	10,784	SINGLE
	13	11,548	SINGLE
	14	10,979	DUPLEX
	15	10,684	DUPLEX
	16	10,526	DUPLEX
	17	10,951	DUPLEX
	18	11,838	DUPLEX
	19	9,805	DUPLEX
	20	13,462	DUPLEX
	21	10,645	DUPLEX
	22	11,054	DUPLEX
	23	10,225	SINGLE
8			

LEGEND

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

PHASE I WETCOM HTS. II SUBD.
WHITCOM HEIGHTS SUBDIVISION
DRAINAGE PATH (PRD/UPLAND)
DRAINAGE CULVERT
WETLANDS PER DELINEATION REPORT
BY USKH, INC., JULY 2008
(PRD/UPLAND)



USS 2418

TRACT D-1
CASCADE CREEK SUBD. PHASE I

VICINITY MAP

SCALE 1"=1,000'

NOTES:

- 1) THE PURPOSE OF THIS PLAT IS TO VACATE PHASE I WHITCOMB HEIGHTS II SUBDIVISION, AND RECONFIGURE TRACTS A1, A12, AND A14 OF THE ORIGINAL WHITCOMB HEIGHTS SUBDIVISION, CREATING A NEW REALIGNED SECTION OF THE KRAMER AVENUE FROM MAINWAY AND TEN LOT RESIDENTIAL SUBDIVISION.
- 2) LOTS ADJACENT TO JACOBS CIRCULE SHALL NOT BE RESUBDIVIDED EXCEPT FOR ZERO LOT LINES.
- 3) THE R-1 ZONING (NOT R-1 PUD) SHALL APPLY TO THE PARCELS ALONG JACOBS CIRCLE.
- 4) NOTE: A TWENTY (20) FT. WIDE DRAINAGE EASEMENT CENTERED OVER NATURALLY OCCURRING DRAINAGES EXIST WITHIN PARCELS OF THIS PLAT. EASEMENTS ARE ATTACHED TO DRAINAGES WHERE LOCATED IN THEIR OWN PRIVATE PATHWAY OR REDIRECTED AS PERMITTED WITHIN A PARCEL (SEE NOTE 3).
- 5) ALL PARCELS WITHIN THIS SUBDIVISION ARE IMPACTED BY NATURALLY OCCURRING OFFSITE BROOK FLOWS ENTERING THE PARCELS. PARCELS MAY NOT DIVERT THE OFFSITE FLOWS FROM ENTERING THE PARCELS AND ARE REQUIRED TO DISCHARGE THE FLOWS AT THE SAME LOCATION AS NATURALLY OCCURRING OR INTO A PUBLIC DRAINAGE FACILITY SPECIFICALLY IDENTIFIED ON THE CITY OF CHICAGO'S MAPS. PARCELS MUST REDIRECT THE FLOW PATHWAYS WITHIN THE PARCEL PROVIDED THE ENTRY AND DISCHARGE LOCATIONS ARE THE SAME AS THE EXISTING OCCURRING DRAINAGE FLOW PATHWAY.
- 6) PARCELS SHOWN ON THIS PLAT ARE SUBJECT TO THE CONDITIONS AS DESCRIBED IN THE DEPARTMENT OF PERMIT PD#-2008-1351, STICK #197-747-0058B.
- 7) OWNERS OF LOTS CONTAINING WETLANDS AND WATERS OF THE UNITED STATES SHALL COMPLY WITH THE REQUIREMENTS OF THE FEDERAL ARMY CORPS OF ENGINEERS TO DETERMINE THE NEED OF A DA PERMIT FOR WORK ON THE LOT. THE CONTACT FOR THE FEDERAL ARMY CORPS OF ENGINEERS REGARDING THIS PERMIT IS THE REGIONAL SUPERSTRA, US ARMY CORPS OF ENGINEERS, P.O. BOX 16, SITKA, ALASKA 99535 (907-747-0058).
- 8) PARCELS 5 THROUGH 9 HAVE NATURALLY OCCURRING DRAINAGE FLOW PATHWAYS ENTERING THE PARCELS AT THE UPSTREAM BOUNDARY OF THE PARCEL. THE OWNER OF THE PARCEL PARCELS 5 THROUGH 9 SHALL BE RESPONSIBLE FOR MAINTAINING THE FLOW PATHWAYS TO ACCEPT THE FLOWS AND ARE REQUIRED TO DISCHARGE THE FLOWS AT THE SAME LOCATION AS NATURALLY OCCURRING. THE OWNER MAY REDIRECT THE FLOW PATHWAY WITHIN THE PARCEL PROVIDED THE ENTRY AND DISCHARGE LOCATIONS ARE THE SAME AS THE EXISTING OCCURRING DRAINAGE FLOW PATHWAY. THE REDIRECTED FLOW PATHWAY MUST HAVE A SUFFICIENTLY LARGE CAPACITY TO ACCEPT THE FLOWS WITHOUT CAUSING ANY EXISTING FLOW CANNOGT IMPACT ADJACENT PROPERTY OWNERS WITH INCREASED FLOWS OR FLOODING. THE DISCHARGE LOCATION MUST HAVE AN EQUIVALENT SIZE, SHAPE AND SLOPGE AS THE EXISTING LOCATION AND THE DISCHARGE MAY NOT ENTER AN ADJACENT PARCEL.
- 9) THE MUNICIPALITY IS A PARTY TO ALL EASEMENTS AND PLAT NOTES. THEY SHALL NOT BE MODIFIED WITHOUT APPROVAL OF THE PLATTING BOARD.

2011-12
SITKA
DATE
12-1-2011
DATE
11:30 AM

SITKA RECORDING DISTRICT**WHITCOMB HEIGHTS III SUBDIVISION**

PHASE I: WHITCOMB HEIGHTS II SUBD. AND TRACTS
A1, A12, AND THE REMAINING PORTION OF A14
OF THE WHITCOMB HEIGHTS SUBDIVISION

CLIENT: CITY AND BOROUGH OF SITKA

Page 1 of 2



DESIGNED: P. O'NEILL
DRAWN: KID/ACAD
CHECKED: PKD
DATE OF PLATING: 23. 2011 * 08/56/2
SCALE: 1" = 100'
DRAWING NAME: 30014-169
PROJECT: 30014-169-00

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN Sec. 444, 2nd 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 DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.

DATE 11/25/11

Patrick K. Dineen
PATRICK K. DINEEN, L.S. 62

O'NEILL
SURVEYING AND ENGINEERING

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

BY	DATE	REV	DESCRIPTION OF CHANGE

RECORD OF REVISIONS

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

DATE: 12-1-11
 NOTARY'S ACKNOWLEDGMENT
 US OF ALASKA
 STATE OF ALASKA
 CITY & BOROUGH OF SITKA

THIS IS TO CERTIFY THAT ON THIS 1st day of December 2011, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn personally appeared SARAL PETERSON, known to me to be the identical individual person who executed the within plat and who acknowledged to me that he 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.
 SARAL PETERSON
 NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
 MY COMMISSION EXPIRES 4-15-2015

CERTIFICATE OF PAYMENT OF TAXES

(STATE OF ALASKA)
 (FIRST JUDICIAL DISTRICT)
 I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED AS 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 CURRENTLY ON THE TAX RECORDS IN THE NAME OF SARAL PETERSON.
 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 FOR THE YEAR 2011. I WILL BE PAID ON AUTOMATIC 31-2011.
 DATED THIS 20th day of November 2011, at SITKA, ALASKA.
 (Signature)
 ASSESSOR, CITY AND BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE BOARD

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA PLATING BOARD AND THAT SAID PLAN HAS BEEN APPROVED BY THE BOARD BY PLAT RESOLUTION NO. P11-05 DATED 12/1/2011.
 AND THAT THE PLAN SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, SITKA, ALASKA.
 DATE: 12/1/2011
 (Signature)
 SECRETARY

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA ASSEMBLY AS RECORDED IN MINUTE BOOK PAGE 10 DATED 12/1/2011.
 AND THAT THE PLAN SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX-OFFICIO RECORDER, SITKA, ALASKA.
 DATE: 12/1/2011
 (Signature)
 CITY AND BOROUGH CLERK

CERTIFICATE OF PAYMENT OF LOCAL IMPROVEMENT DISTRICT

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED AS 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 CURRENTLY ON THE RECORDS IN THE NAME OF CITY OF SITKA.
 (ALL OWNERS OF RECORD, AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL LIENS ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL.
 DATED THIS 20th day of November 2011, at SITKA, ALASKA.
 (Signature)
 FINANCE DIRECTOR
 CITY & BOROUGH OF SITKA

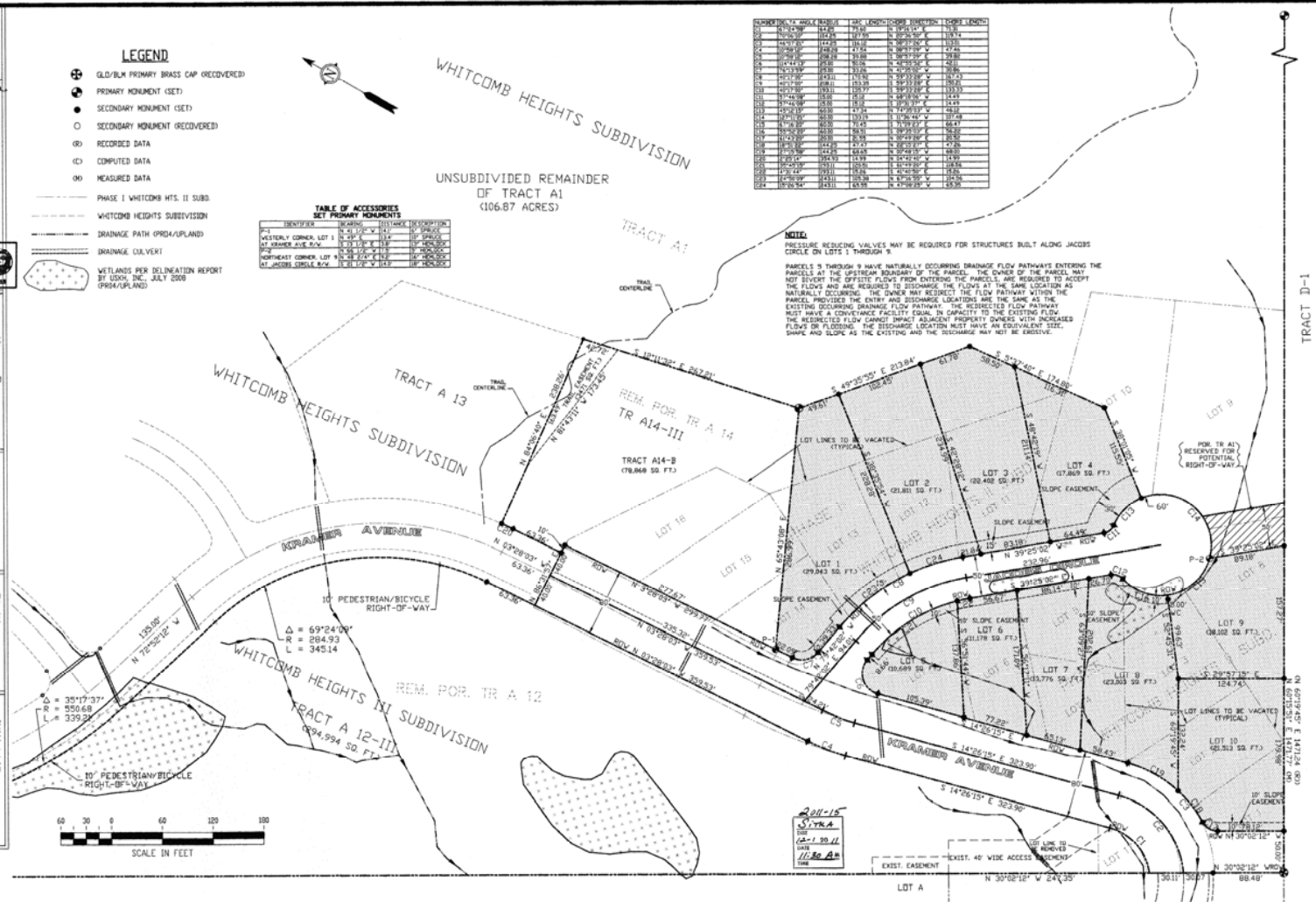


LEGEND

- GLD/BLM PRIMARY BRASS CAP (RECOVERED)
- PRIMARY MONUMENT (SET)
- SECONDARY MONUMENT (SET)
- SECONDARY MONUMENT (RECOVERED)
- RECORDED DATA
- COMPUTED DATA
- MEASURED DATA
- PHASE I WHITCOMB HTS. II SUBD.
- WHITCOMB HEIGHTS SUBDIVISION
- DRAINAGE PATH (PRD/UPLAND)
- DRAINAGE CULVERT
- WETLANDS PER DELINEATION REPORT BY USNM, INC., JULY 2008 (PRD/UPLAND)

TABLE OF ACCESSORIES

IDENTIFIER	BEARING	DISTANCE	DESCRIPTION
1	N 41°12'00" E	141'	10' BRASS
2	N 41°12'00" E	113'	10' BRASS
3	N 41°12'00" E	113'	10' BRASS
4	N 41°12'00" E	113'	10' BRASS
5	N 41°12'00" E	113'	10' BRASS
6	N 41°12'00" E	113'	10' BRASS
7	N 41°12'00" E	113'	10' BRASS
8	N 41°12'00" E	113'	10' BRASS
9	N 41°12'00" E	113'	10' BRASS
10	N 41°12'00" E	113'	10' BRASS



SECTION	AREA	PERCENTAGE	AREA	PERCENTAGE
1	1.1424	14.24%	1	1.1424
2	1.1424	14.24%	2	1.1424
3	1.1424	14.24%	3	1.1424
4	1.1424	14.24%	4	1.1424
5	1.1424	14.24%	5	1.1424
6	1.1424	14.24%	6	1.1424
7	1.1424	14.24%	7	1.1424
8	1.1424	14.24%	8	1.1424
9	1.1424	14.24%	9	1.1424
10	1.1424	14.24%	10	1.1424
11	1.1424	14.24%	11	1.1424
12	1.1424	14.24%	12	1.1424
13	1.1424	14.24%	13	1.1424
14	1.1424	14.24%	14	1.1424
15	1.1424	14.24%	15	1.1424
16	1.1424	14.24%	16	1.1424
17	1.1424	14.24%	17	1.1424
18	1.1424	14.24%	18	1.1424
19	1.1424	14.24%	19	1.1424
20	1.1424	14.24%	20	1.1424
21	1.1424	14.24%	21	1.1424
22	1.1424	14.24%	22	1.1424
23	1.1424	14.24%	23	1.1424
24	1.1424	14.24%	24	1.1424
25	1.1424	14.24%	25	1.1424
26	1.1424	14.24%	26	1.1424
27	1.1424	14.24%	27	1.1424
28	1.1424	14.24%	28	1.1424
29	1.1424	14.24%	29	1.1424
30	1.1424	14.24%	30	1.1424

O'NEILL

SURVEYING AND ENGINEERING

BOX 1849 SITKA, ALASKA 99835
 PHONE: (907) 747-6700
 FAX: (907) 747-7590
 EMAIL: onellengr@gmail.com

BY	DATE	REV	DESCRIPTION OF CHANGE

RECORD OF REVISIONS



DESIGNED BY: O'NEILL
 DRAWN BY: KACAS
 CHECKED BY: [Signature]
 DATE OF PLATING: 12/1/2011
 SCALE: 1" = 60'
 DRAWING NAME: 20014-169-00
 PROJECT NO: 30014-169-00
 DATE: 12/1/11
 SURVEYOR: PATRICK K. O'NEILL, L.S. 304

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN 08-16-2011, A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAN IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.

WHITCOMB HEIGHTS III SUBDIVISION

PHASE I WHITCOMB HEIGHTS II SUBD. AND TRACTS A1, A2, AND THE REMAINING PORTION OF A14 OF THE WHITCOMB HEIGHTS SUBDIVISION

CLIENT: CITY AND BOROUGH OF SITKA

**PURCHASE AGREEMENT BETWEEN
CITY AND BOROUGH OF SITKA
AND SOUND DEVELOPMENT LLC**

This Purchase Agreement Between City and Borough of Sitka and Sound Development LLC ("Agreement") is made between the City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835 ("CBS" or "Seller") and Sound Development LLC, PO Box 1401, Sitka, Alaska 99835 ("SDL" or "Buyer"). "Parties" refer to both the Buyer and the Seller.

OFFER AND ACCEPTANCE: CBS agrees to sell and SDL agrees to purchase the following real property (land), in fee simple together with all improvements, fixtures, and equipments, attached to or situated thereon, on the terms and subject to the conditions specified in this agreement and subject to any reservation, restriction and rights of way of record:

Parcels A, B, C & D (SDL response to Benchland Request for Proposal ("RFP") issued December 4, 2012):

- Parcel A - TR A14 - III, Whitcomb Heights III Subdivision, Plat 2011-15
- Parcel B - TRACT A 13, Whitcomb Heights Subdivision, Plat 83-17
- Parcel C - TRACT A 12-III, Whitcomb Heights III Subdivision, Plat 2011-15
- Parcel D - Block 8, Whitcomb Heights Subdivision, Plat 83-17
- Parcel D - Block 9, Whitcomb Heights Subdivision, Plat 83-17

1. **Purchase Price:** SDL agrees to pay a total purchase price of Three hundred forty-four thousand, three hundred one dollars and seventy eight cents (\$344,301.78), the money to be paid by cashier check.

2. **Possession:** Possession shall be given to buyers upon execution of this agreement.

3. **Buyer's Cost:** SDL agrees to pay the following costs:

- a. Any taxes and assessments on the property occurring after the date of this agreement;
- b. Any recording fees associated with the recording of this contract or the deed from CBS to SDL;
- c. Recording Fee; and
- d. Escrow Closing Fee.

4. **Binding On Successor:** The parties agree that the terms of this contract will apply to and bind their heirs, executors, administrators, assigns, or any successor in interest of the parties. If the buyer is more than one person, all obligations, promises, conditions, covenants and warranties are joint and several.

5. **Deed:** CBS shall convey to SDL a Warranty Deed in fee simple to the property described above upon the purchase described in paragraph one.

6. **Waiver:** Waiver by CBS of any default in the performance by SDL of any of the terms covenants, or conditions contained in this agreement, shall not be deemed a continuing

waiver of the same or any subsequent default. Any waiver of rights accruing under this agreement to the CBS or SDL shall be in writing.

7. **Notices:** Any notices which are required of this agreement, or which either CBS or SDL may serve upon the other, shall be in writing and shall be deemed served when delivered personally or when deposited in the United States mail, postage prepaid, return receipt requested addressed to SDL at P.O. Box 1401, Sitka, Alaska 99835 or addressed to CBS at 100 Lincoln Street, Sitka, AK 99835, attention Municipal Clerk.

8. **Utilities.** SDL is prohibited from selling any lots in Block 8 and 9 of Whitcomb Heights Subdivision prior to the installation of all electrical, sewer and water utilities and the acceptance of them by CBS. The Emmons and Cushing Street right of way shall also be constructed and accepted by CBS for maintenance prior to any sale. SDL may, with approval of CBS sell multiple lots, in aggregate, if a bond or any other financial guarantee is provided prior to the installation and acceptance of roads and utilities. CBS will not arbitrarily withhold acceptance of road and utilities for maintenance.

9. **Permits.** SDL accepts responsibility for complying with U.S. Army Corps of Engineers permit No. POA -2008-1351, Sitka Sound, issued May 27, 2009.

10. **Access Trail.** Parcels A and B contain a developed trail that is an access to the Sitka Cross Trail Network. The location of the trail can be relocated, as noted in the RFP of December 4, 2012 and as agreed to in the Response by Sound Development LLC, dated April 30, 2013, at the expense of SDL and with prior approval by CBS. CBS agrees to not arbitrarily withhold approval of such plan to relocate the access trail.

11. **Provision for Parcel C.** SDL commits to a work session with the Assembly prior to the submission of the conceptual subdivision plat for Parcel C to the Planning Commission.

12. **Time of Performance.** Per the RFP on December 4, 2012 and Response by SDL on April 30, 2013, development must occur in a timely manner with total build out of the project expected within 10 years from the date of purchase.

13. **Integrated Agreement:** This Agreement, in conjunction and reliance with the Proposal submitted by SDL, as signed by the parties constitutes the entire agreement between them. Any modification or alteration of this Agreement shall not be valid unless evidenced by a duly signed writing supported by consideration additional and independent from the consideration for this Agreement.

14. **No Warranties:** This property is sold "as-is" "where is" and SDL has fully inspected the property. SDL has been advised to investigate and inspect the parcels to determine regulations, restrictions and potential defects. Costs to remedy defects or comply with restrictions will be borne by SDL.

15. **Neutral Authorship of Document:** Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties herein. No presumption or other rules of constructions which would interpret the provisions of this

Agreement in favor of or against the parties preparing this Agreement shall be applicable in connection with the interpretation of any provision. Both parties have had the opportunity to seek legal counsel before signing this Agreement.

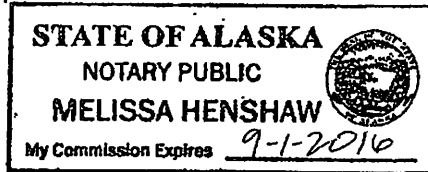
16. **Authorization:** This Agreement is entered into by CBS pursuant to authority granted by Ordinance 2013-35, passed and approved by the Assembly for the City and Borough of Sitka on the 11th day of September, 2013.

BUYERS:
SOUND DEVELOPMENT LLC.

Jeremy Twaddle
Jeremy Twaddle, Member

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

On this 11th day of September, 2013, personally appeared before me Jeremy Twaddle, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who states under oath by signing this document, he has the authority to sign this Agreement and does so freely and voluntarily.



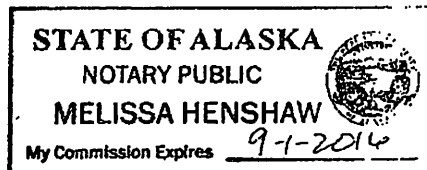
Melissa Henshaw
Notary Public for Alaska
My Commission Expires: 9/1/16

SOUND DEVELOPMENT LLC.

Todd Fleming
Todd Fleming, Member

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

On this 11th day of September, 2013, personally appeared before me Todd Fleming, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who states under oath by signing this document, he has the authority to sign this Agreement and does so freely and voluntarily.



Melissa Henshaw
Notary Public for Alaska
My Commission Expires: 9/1/16

SOUND DEVELOPMENT LLC.

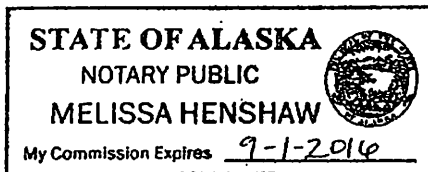
Brandi Fleming
Brandi Fleming, Member

STATE OF ALASKA)

FIRST JUDICIAL DISTRICT)

) ss:

On this 11th day of September, 2013, personally appeared before me Brandi Fleming, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who states under oath by signing this document, she has the authority to sign this Agreement and does so freely and voluntarily.



Melissa Henshaw
Notary Public for Alaska
My Commission Expires: 9/1/16

SOUND DEVELOPMENT LLC.

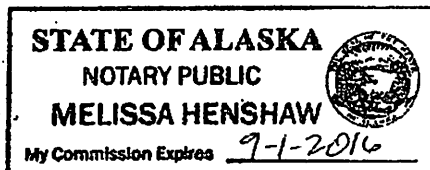
Diana Twaddle
Diana Twaddle, Member

STATE OF ALASKA)

FIRST JUDICIAL DISTRICT)

) ss:

On this 11th day of September, 2013, personally appeared before me Diana Twaddle, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who states under oath by signing this document, she has the authority to sign this Agreement and does so freely and voluntarily.



Melissa Henshaw
Notary Public for Alaska
My Commission Expires: 9-1-16

SELLER:

CITY AND BOROUGH OF SITKA

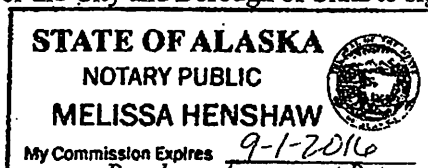
John P. Sweeney, III
John P. Sweeney, III
Interim Municipal Administrator

STATE OF ALASKA)

FIRST JUDICIAL DISTRICT)

) ss:

On this 11th day of September, 2013, personally appeared before me John P. Sweeney, III, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who states under oath by signing this document that he has the authority as Interim Municipal Administrator for the City and Borough of Sitka to sign on its behalf, and does so freely and voluntarily.



Melissa Henshaw
Notary Public for Alaska
My Commission Expires: 9/1/16

EXHIBIT A

FIRST AMENDMENT TO PURCHASE AGREEMENT BETWEEN CITY AND BOROUGH OF SITKA AND SOUND DEVELOPMENT LLC

This First Amendment to the Purchase Agreement Between City and Borough of Sitka and Sound Development LLC (this "Amendment") is made and is effective as of the date of the last signature on pp. 3-4, below, or the date on which the City and Borough of Sitka, Alaska's Assembly approves this Amendment, whichever is later (the "Effective Date"), by the City and Borough of Sitka, Alaska ("CBS"), and Sound Development LLC ("SDL"). "Parties" refers to both the CBS and SDL.

RECITALS

A. The CBS and SDL are parties to the Purchase Agreement Between City and Borough of Sitka and Sound Development LLC, entered into by the Parties on September 11, 2013 and pursuant to which Sound Development purchased four parcels of real property in the area known as the Benchlands (the "Purchase Agreement"). The four parcels are described in the Purchase Agreement and referred to therein, and in this Amendment, as Parcel A, Parcel B, Parcel C and Parcel D. On or about September 12, 2013, pursuant to the Purchase Agreement, CBS conveyed Parcels A, B, C and D to SDL.

B. The Parties to this Amendment, and certain others, also are parties to a Settlement and Release Agreement effective as of ~~August 23, 2019~~ ^{August 23, 2018} (the "Settlement Agreement"). Among other things the parties to the Settlement Agreement agreed that Sound Development transfer two lots (one in Parcel C and one in Parcel D) to CBS via Quit Claim Deeds, together with certain easements, as more fully set forth in the Settlement Agreement. The parties to the Settlement Agreement also agreed that the Parties to this Amendment would amend the Purchase Agreement to release Sound Development from the obligation set forth in paragraph 12 of the Purchase Agreement.

C. The Parties acknowledge and agree that CBS' execution of this Amendment is subject to its Assembly's formal vote and approval.

THEREFORE, in consideration of the foregoing and the following covenants, obligations, and undertakings, the sufficiency of which consideration is hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT

1. **Amendment to Paragraph 12.** Subject to the terms and conditions of this Amendment, Paragraph 12 of the Purchase Agreement is deleted in its entirety. There is no replacement provision for Paragraph 12. The CBS covenants and agrees not to attempt to enforce Paragraph 12.

2. **Entire Agreement.** This Amendment constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior agreements, arrangements or understandings with respect to its subject matter; provided, however, that except as expressly

modified herein the Purchase Agreement shall remain unchanged and all of its provisions remain in full force and effect.

3. **Authorization.** This Amendment is entered into by CBS pursuant to authority granted by the vote taken by the Assembly for the City and Borough of Sitka on the 11th day of June, 2019.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE TO FOLLOW.

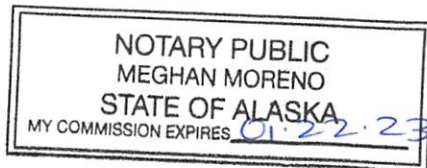
SOUND DEVELOPMENT, LLC

July 23, 2019
Date

Jeremy Twaddle
By: Jeremy Twaddle
Its: MEMBER

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23 day of July, 2019, by Jeremy Twaddle, member for SOUND DEVELOPMENT, LLC, an Alaska limited liability company, on behalf of the limited liability company.



Meghan Moreno
Notary Public in and for the State of Alaska
My commission expires: 01-22-23

SOUND DEVELOPMENT, LLC

8-5-19
Date

Todd Fleming
By: Todd Fleming
Its: member

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)


The foregoing instrument was acknowledged before me this 5th day of August, 2019, by Todd Fleming, Member/owner for SOUND DEVELOPMENT, LLC, an Alaska limited liability company, on behalf of the limited liability company.



Rachel L. Ranke
Notary Public in and for the State of Alaska
My commission expires: September 11, 2022

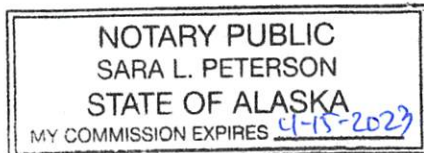
CITY AND BOROUGH OF SITKA, ALASKA


Date August 13 2019

By: 
Its: Interim Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 13 day of August, 2019, by David E. Miller, Interim 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: 4-15-2023