

ALASKA

**2010-001480-0**

Recording Dist: 103 - Sitka

11/15/2010 9:51 AM Pages: 1 of 8



When recorded return to:

City of Sitka  
100 Lincoln St.  
Sitka, Ak 99835

THIS COVER SHEET HAS BEEN ADDED TO THIS  
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FIRST AMERICAN TITLE INSURANCE COMPANY  
TO PROVIDE SPACE FOR RECORDING DATA. THIS  
COVER SHEET APPEARS AS THE FIRST PAGE OF THE  
DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

**DO NOT DETACH**

## CONSENT TO AND ASSIGNMENT AND ASSUMPTION OF TIDELANDS LEASE

This Consent To And Assignment And Assumption Of Tidelands Lease ("Lease Assignment") is executed by the tidelands owner, CITY AND BOROUGH OF SITKA, 100 Lincoln Street, Sitka, Alaska 99835 ("Owner"), SHELDON JACKSON COLLEGE, P.O. Box 479, Sitka, Alaska 99835 ("Assignor"), and SITKA SOUND SCIENCE CENTER, 834 Lincoln Street, Sitka, Alaska 99835 ("Assignee"), collectively referred to as "Parties," regarding the Tidelands Lease executed between the Owner and Assignor on September 11, 1985 ("Tidelands Lease").

In consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, and based on the authority to assign as set out in the Tidelands Lease at section 2(c), the Owner consents to this Assignment. Assignor consents to this Assignment, based on the consideration provided by Assignee, as set out in the "Purchase & Sale Agreement" executed on November 4, 2010 between these parties.

Therefore, based on this Assignment, Owner consents to the assignment of the Tidelands Lease to Assignee, Assignor agrees to assignment of the Tidelands Lease to Assignee, and Assignee agrees to assumption of the Tidelands Lease. By this Assignment, all rights, title and interest held by Assignor in the Tidelands Lease are assumed by Assignee. The Parties agree that this Assignment is made for the purpose of allowing Assignee, its assigns as approved by the Owner in accordance with the Tidelands Lease, for the remainder of the 50 year lease term, to have and enjoy all rights of possession and use, and to undertake all responsibilities and obligations, which might otherwise flow to or be incumbent upon the Assignor under the Tidelands Lease, subject to the rents, covenants, conditions, and provisions as stated in the Tidelands Lease.

If at any time a default shall be made by the Assignees in payment of any sum due under the Tidelands Lease, it shall be lawful for the Owner to foreclose as permitted by law. Owner and Assignee may maintain such other remedies as the law, this Assignment, and the Tidelands Lease may afford.



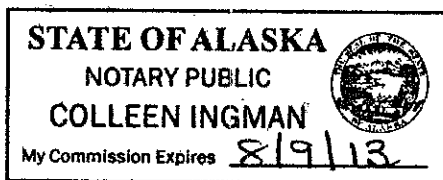
OWNER:

City and Borough of Sitka

Jim Dinley  
By: Jim Dinley  
Its: Municipal Administrator

STATE OF ALASKA )  
 ) ss  
FIRST JUDICIAL DISTRICT )

THIS CERTIFIES that on this 10 day of November, 2010, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared JIM DINLEY, and who by executing this document, acknowledges that he is authorized to execute on behalf of the City and Borough of Sitka, and does so freely and voluntarily.



Colleen Ingman  
Notary Public in and for the State of Alaska  
My Commission Expires: 8/9/13

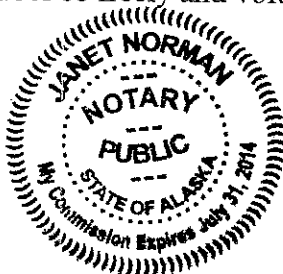
ASSIGNOR:

Sheldon Jackson College

John Holst  
By: John Holst  
Its: Authorized Representative

STATE OF ALASKA )  
 ) ss  
FIRST JUDICIAL DISTRICT )

THIS CERTIFIES that on this 10 day of November, 2010, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared JOHN HOLST, and who by executing this document, acknowledges that he is authorized to execute on behalf of Shelton Jackson College, and does so freely and voluntarily.

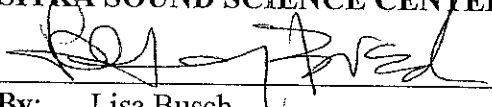


Janet Norman  
Notary Public in and for the State of Alaska  
My Commission Expires: 7-31-14



ASSIGNEE:

SITKA SOUND SCIENCE CENTER

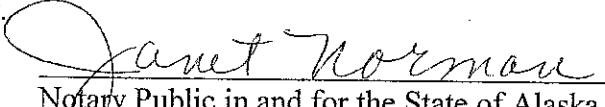
  
By: Lisa Busch  
Its: Director

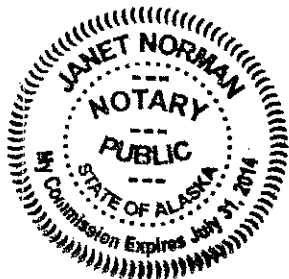
STATE OF ALASKA )

) ss:

FIRST JUDICIAL DISTRICT )

THIS CERTIFIES that on this 10 day of November, 2010, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared LISA BUSCH, and who by executing this document, acknowledges that she is authorized to execute on behalf of Sitka Sound Science Center, and does so freely and voluntarily.

  
Notary Public in and for the State of Alaska  
My Commission Expires: 7-31-14



T I D E L A N D S   L E A S E

THIS LEASE, made and entered into this 11<sup>th</sup> day of September, 1985, by and between

CITY AND BOROUGH OF SITKA  
hereinafter referred to as the Lessor, and

SHELDON JACKSON COLLEGE  
of P. O. Box 479, Sitka, Alaska 99835  
hereinafter referred to as the Lessee,

W I T N E S S E T H:

WHEREAS, the Lessor is owner of certain tidelands situated at Sitka, Alaska described as follows:

Beginning at a brass capped monument marked "Meander Corner, City of Sitka" delineating a meander corner of the Tidelands boundary of the Sitka Tidelands Survey of 1961, (A.T.S.15), from which bears the W.C.M.C. of Corner No. 1 of U.S.S. 1474, Tract A, N35°32'33"W, 666.63 feet, said brass cap being situated approximately 57.5 feet southeasterly from the northeast corner of an existing metal clad storage building, thence along the meander line of said A.T.S.15, N53°08'W, 43.00 feet to the true point of beginning of this description, thence S43°32'59"E, 282.10 feet to a point which is coincident with the southeast corner of Crescent Harbor, thence along the boundary line of Crescent Harbor, N02°10'W, 400.00 feet to a point, thence continuing along the boundary of Crescent Harbor N59°32'30"W, 100.12 feet to the intersection of a meander line of A.T.S.15, thence along the meander line S30°06'W, 123.77 feet to a point, thence S53°08'E, 229.59 feet to the true point beginning, EXCEPTING therefrom those portions of the above described tidelands already owned by Sheldon Jackson College, henceforth known as Tract A and Tract B of this description, to wit:

TRACT A

Beginning at the true point of beginning of this legal description, thence along the meander line of A.T.S.15, N53°08'W, 82.68 feet to the true point of beginning of Tract A, thence along the following courses:

S54°51'W, 3.38 feet to a point, thence;  
S35°09'E, 7.02 feet to a point, thence;  
S54°51'W, 38.23 feet to a point, thence;  
S35°09'E, 11.10 feet to a point, thence;  
S56°58'W, 28.81 feet to a point, thence;  
S72°38'W, 20.15 feet to a point, thence;  
S50°57'W, 47.98 feet to a point, thence;  
S39°03'E, 29.38 feet to a point, thence;  
N52°34'E, 82.87 feet to a point, thence;  
S35°09'E, 27.01 feet to a point, thence;  
N54°51'E, 74.54 feet to a point, thence;  
N53°08'W, 70.74 feet to the true point of beginning of Tract A, containing 6,156 square feet, as near as may be;



TRACT B

Beginning at the true point of beginning of this legal description, thence along the meander line of A.T.S.15, N53°08'W, 172.62 feet to the true point of beginning of Tract B, thence along the following courses:

S33°49'12"W, 112.90 feet to a point, thence;  
S02°10'E, 32.14 feet to a point, thence;  
N38°34'E, 12.62 feet to a point, thence;  
N33°55'30"E, 125.26 feet to a point, thence;  
N53°08'W, 20.19 feet to the true point of beginning of Tract B, containing 2,520 square feet, as near as may be.

The lease area of this legal description contains 31,216 square feet, as near as may be.

NOW, THEREFORE, for and in consideration of the agreements hereinafter contained, Lessor and Lessee agree as follows:

1. Lessor hereby devises and leases unto the Lessee, the above-described property for a term of fifty (50) years, beginning September 11, 1985, and ending September 10, 2035.

2. Lessee, in consideration of lease from Lessor, agrees as follows:

(a) To pay rent therefore to Lessor at its order the sum of \$2,497.28 annually payable on the first day September of each year in advance. It is acknowledged that the first year's payment has been made. In addition to said rental there shall be paid to the City and Borough of Sitka sales tax on the amount of each rental not exempt from such sales tax.

(b) The parties hereby agree that said annual rent is subject to adjustment on the seventh anniversary of the lease and each seven years thereafter, with the annual lease payment being changed by the percentage change in the amount (expressed in dollars and cents) established by dividing the grand total land value on the official municipal real property assessment roll for the initial lease year, or prior adjustment year by the number of that year's real property tax accounts, compared with a similar calculation using the figures seven years later. The base figure for the tax year 1985 is \$40,424.39.

(c) This lease may not be assigned or sublet by the Lessee without the consent of the Lessor.

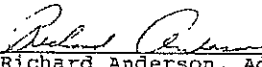
(d) If the rent shall be in arrears, or Lessee, its representatives or assigns, do or shall neglect agreements hereinabove contained which are to be performed and in the event Lessee fails to remedy default within thirty (30) days after receipt of written notice of any such rental arrears or neglect, then Lessor may immediately, or at any time thereafter, while such neglect or default continues, enter into and on the premises, or any part thereof, and repossess the same as of their former estate, and expel Lessee and those claiming under it and remove its effects (forcefully if necessary) without being guilty of any trespass and without prejudice to any remedies which might otherwise be used for arrears or rent, or proceedings on breach of agreement.




(e) That the Lessee herein agrees to pay any Local Improvement District assessments that may be levied against the property leased herein to the same extent and in the same amount as if the Lessee were the owner of the property leased herein which would be included in the Local Improvement District to be formed or contemplated. The Lessee shall share the Lessor's right as owner in all proceedings under the Local Improvement District (except for payment of assessments) in proportion that the remaining years of the lease bear to twenty (20). (For example: If the lease has five (5) years to run, the Lessee shall have the right to exercise 5/20ths of the Lessor's vote and the Lessor, 15/20ths.)

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The terms and conditions herein contained shall apply to and bind the heirs, successors and assigns of the respective parties.
2. Waiver by Lessor of any agreement or condition herein shall not be considered a waiver of any subsequent breach of said agreement or condition.
3. If Lessee occupies the premises after the expiration date of this lease without the consent of the Lessor, such possession shall be construed as an annual tenancy and Lessee shall pay Lessor the annual rent paid during the last year of said lease.
4. At any termination of said tenancy, all improvements placed on said property and attached to the land so as to become part of the real property by common law definition shall become the property of the Lessor.
5. Lessee agrees to save the Lessor harmless from any liability or property damage or personal injury to any person or persons on or about the premises; to carry liability insurance in such amounts as may be agreed to between the parties to cover such liability, with the Lessor as an additional named insured.

  
Richard Anderson, Administrator  
CITY & BOROUGH OF SITKA

  
for SHELDON JACKSON COLLEGE  
(name) Michael Kaelke  
(title) President



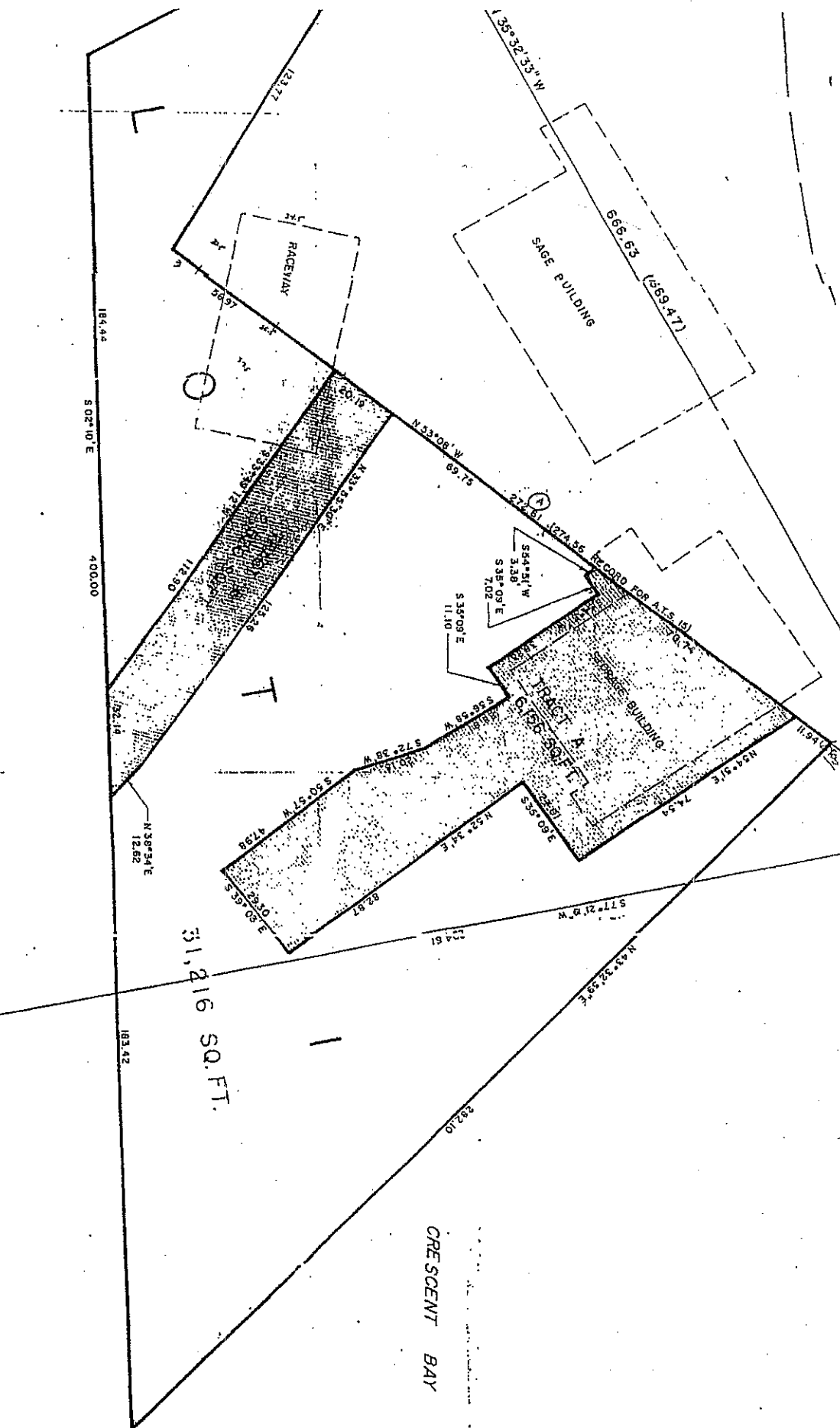






CRESCENT HARBOR  
BREAKWATER

CORP OF ENGINEERS  
MONUMENT





715

719

101

805

Lincoln Street

College Drive

803

College Drive

831

Hillcrest Drive

801

834

833

835

837

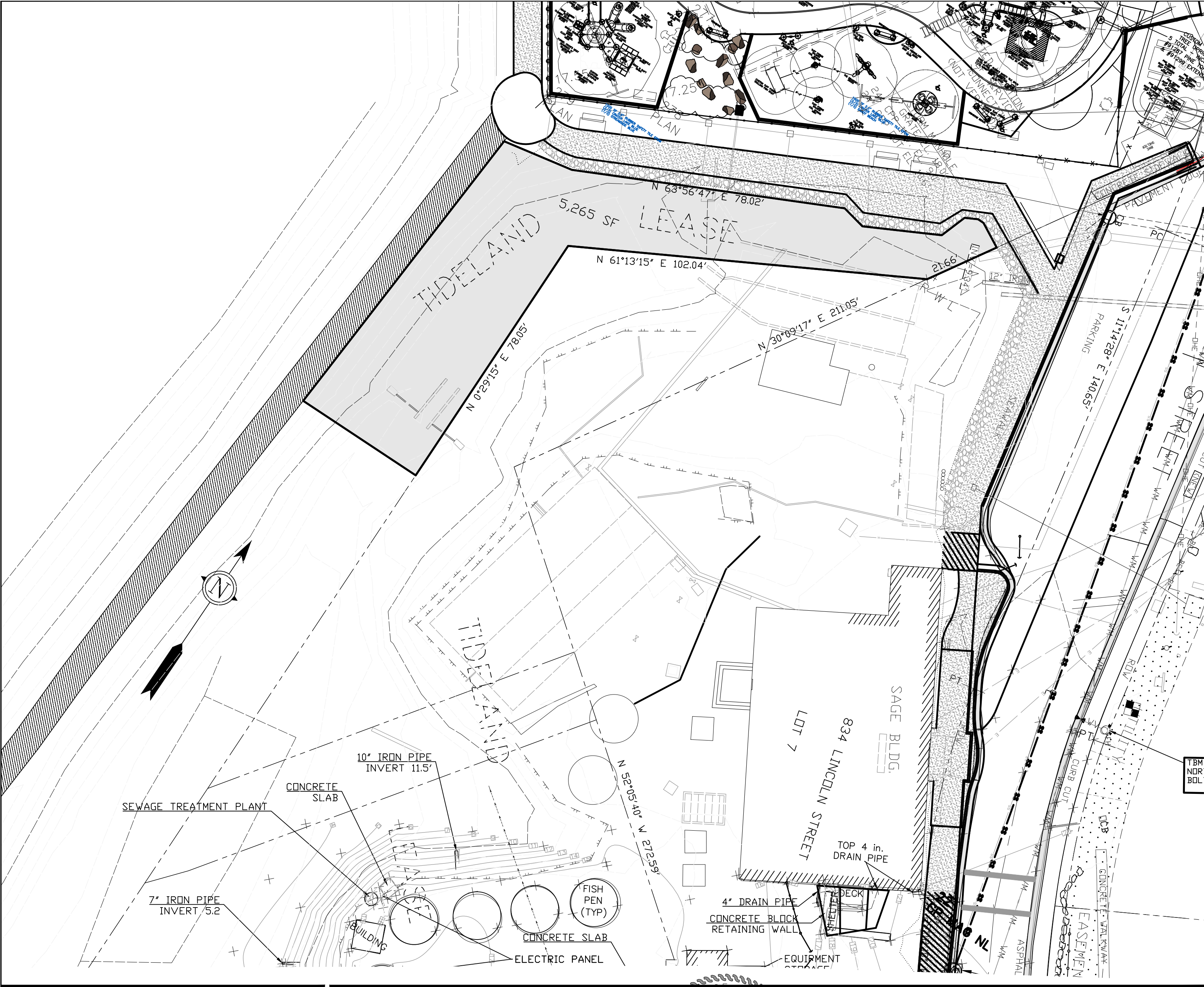
839

Lincoln Street

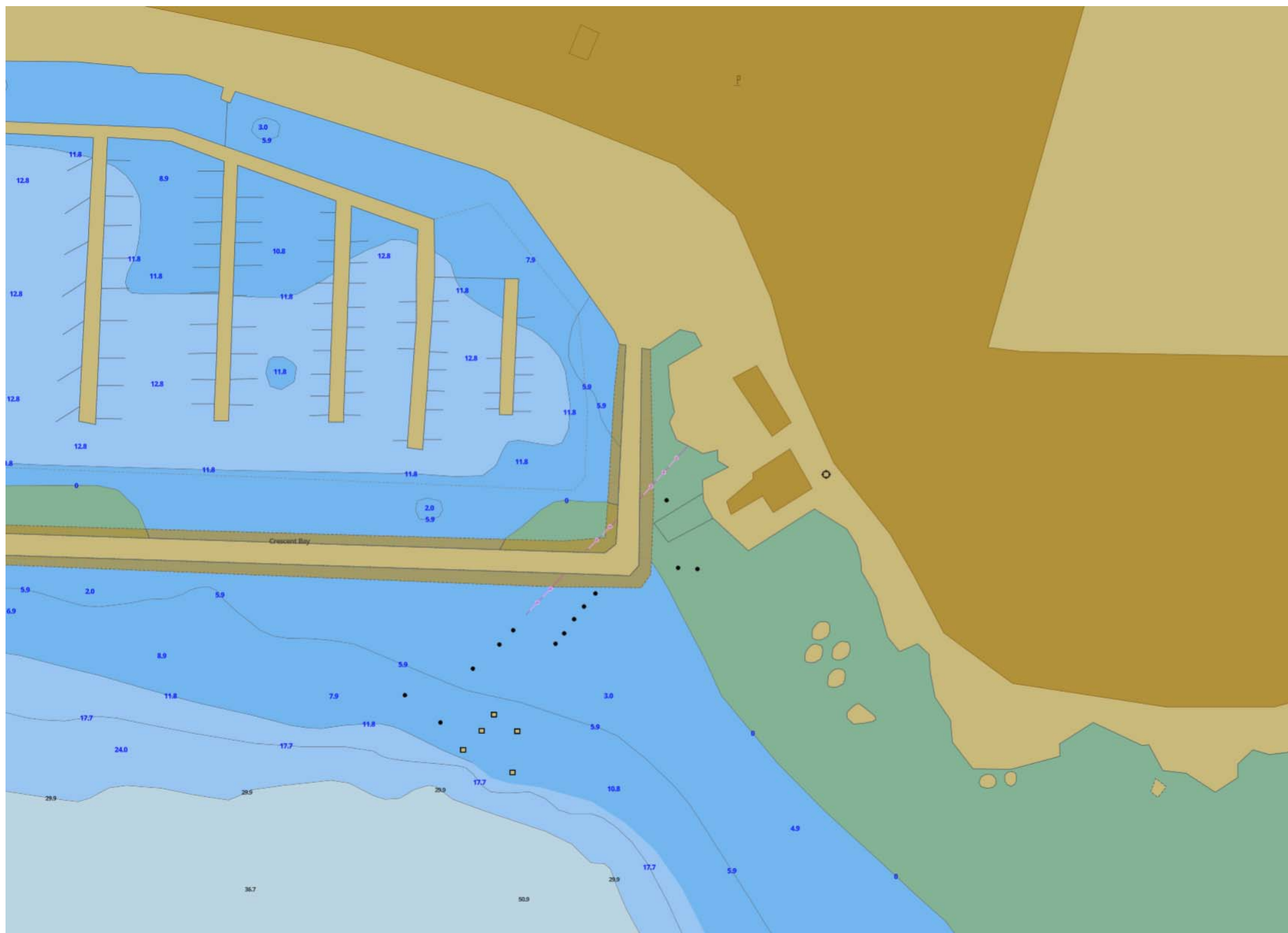
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# CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT  
LAND MANAGEMENT APPLICATION FORM

1. Review guidelines and procedural information.
2. Fill form out completely. No request will be considered without a completed form.
3. Submit all supporting documents and proof of payment.

**APPLICATION FOR:**☐ TIDELAND☐ LEASE☐ LAND☐ PURCHASE**BRIEF DESCRIPTION OF REQUEST:** See Attachment**PROPERTY INFORMATION:**

CURRENT ZONING: \_\_\_\_\_ ARE YOU THE UPLAND PROPERTY OWNER? \_\_\_\_\_

CURRENT LAND USE(S): \_\_\_\_\_ PROPOSED LAND USES (if changing): \_\_\_\_\_

**APPLICANT INFORMATION:**PROPERTY OWNER: Sitka Sound Science CenterPROPERTY OWNER ADDRESS: 834 Lincoln St.

STREET ADDRESS OF PROPERTY: \_\_\_\_\_

APPLICANT'S NAME: Chance GrayMAILING ADDRESS: 834 Lincoln St., SitkaEMAIL ADDRESS: cgray@sittkascience.org DAYTIME PHONE: 907.903.5506**PROPERTY LEGAL DESCRIPTION:**

TAX ID: \_\_\_\_\_ LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ TRACT: \_\_\_\_\_

SUBDIVISION: \_\_\_\_\_ US SURVEY: \_\_\_\_\_

**OFFICE USE ONLY**

COMPLETED APPLICATION		SITE PLAN	
NARRATIVE		CURRENT PLAT	
FEE		OWNERSHIP	

**Brief Description of Request:**

The Sitka Sound Science Center is requesting an amendment to an existing tidelands lease at 834 Lincoln Street. The Sheldon Jackson hatchery has been in operation since 1974 and SSSC has operated to hatchery since SJC shut down. Since taking over the SJ hatchery, SSSC has maintained the channel and fish raceways bordering Crescent Harbor. However, the current tidelands lease does not cover the full area maintained or used by hatchery operations. SSSC is requesting that the tidelands lease be amended to represent the area historically and currently used and maintained by the Sheldon Jackson Hatchery and Sitka Sound Science Center.

**Property Information:**

Current Zoning: R2

Proposed Zoning (if applicable): N/A

Current Land Use(s): Commercial

Proposed Land Uses (if changing): No Change

**Applicant Information:**

PROPERTY OWNER: Sitka Sound Science Center

PROPERTY OWNER ADDRESS: 834 Lincoln Street, Sitka, AK 99835

STREET ADDRESS OF PROPERTY: 834 Lincoln Street, Sitka, AK 99835

APPLICANT'S NAME: Chance Gray

MAILING ADDRESS: 834 Lincoln Street, Sitka, AK 99835

EMAIL ADDRESS: cgray@sitkascience.org DAYTIME PHONE: 907-903-5506

**Property Legal Description:**

TAX ID: \_\_\_\_\_ LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ TRACT: \_\_\_\_\_

SUBDIVISION \_\_\_\_\_ US SURVEY: \_\_\_\_\_

Gray  
Last Name

10/4/21  
Date Submitted

834 Lincoln St.  
Project Address



## SITKA SOUND SCIENCE CENTER

834 Lincoln Street, Suite 200  
Sitka, Alaska 99835  
Admin Phone: 907.747.8878  
[www.sitkascience.org](http://www.sitkascience.org)



### Summary of SJ Hatchery Project & Tidelands Request

The Sitka Sound Science Center is requesting an amendment to an existing tidelands lease that will reflect the uses and needs of the Sheldon Jackson Hatchery. Since taking over the site at 834 Lincoln Street, SSSC has worked hard to improve the facilities and grounds. With stakeholder input and years of planning our next step involves major improvements to the salmon raceways, fish ladder, and spawning shed. The goals of this project include improved safety and efficiency in the hatchery, to better the educational experience and operation, and improved aesthetics and sight lines on and around the property.

#### *History of the Organization & Sheldon Jackson Hatchery*

The Sitka Sound Science Center is dedicated to increasing understanding and awareness of terrestrial and aquatic ecosystems of coastal Alaska through science education and research. As part of our mission, we operate the Sheldon Jackson Salmon Hatchery and the Molly Ahlgren Aquarium. Our organization was formed in 2007, shortly after Sheldon Jackson College shut its doors. We purchased the property from Sheldon Jackson College Trustees in 2010 with funding assistance from the City and Borough of Sitka, the Karsh Foundation, and a local commercial fisherman. In addition to owning and operating our buildings, we carry on the scientific research and education *legacy* of the College.

The Sitka Sound Science Center's Sheldon Jackson Salmon Hatchery was the first permitted hatchery in the State of Alaska. Built by Sheldon Jackson College students in 1974, the salmon hatchery was intended to help the State build back salmon stocks. The two-year Sheldon Jackson aquaculture program trained hundreds of students many of whom have gone on to hold policy making and leadership positions in fisheries and natural resource management in Alaska. The facility consists of racks of incubation trays, round pounds for coho rearing, water filtration systems, net pens, the Mill Building for storage, construction and education, fish ladders, concrete raceways and a spawn shed.

With a State permit for 3 million pink, 3 million chum and 250,000 coho, it's a relatively small hatchery. However, it is a high-profile facility. Located in downtown Sitka, the hatchery is toured by thousands of visitors annually who learn about how commercial, sport and subsistence fisheries work in Alaska, and the importance of salmon as a traditional food for Tlingit people. Visitors and residents of all ages fish from the beach adjacent to the Science Center for hatchery salmon. Our facility is still used to train students. The Sitka Sound Science Center teaches aquaculture classes to Mt. Edgecumbe, Pacific High, and Sitka High School students, and works with the UAS Fisheries Technology program and universities from around the world to provide hands on learning experiences. Making this facility safer and more efficient will serve visitors, students, and Alaska commercial fishermen.

*Project Summary*