

U.S. Department of  
Homeland Security

United States  
Coast Guard



Commanding Officer  
United States Coast Guard

1301 Clay St. ste. #700N  
Oakland, CA 94612-5203  
Staff Symbol: SILC-ESD(rp)  
Phone: (510) 637-5529

11011

Ms. Heidi Teshner, Commissioner  
State Of Alaska, Department of Education & Early Development  
P.O. Box 110500  
Juneau AK 99811-0500

Dear Ms. Teshner:

The U. S. Coast Guard is interested in acquiring fee simple ownership of your department's property identified as Tracts C, C1 and F1, Japonski Island Subdivision UAS Campus Access, according to Plat No. 2010-10, Sitka Recording District, First Judicial District, State of Alaska. The tracts address and Assessor's Parcel numbers are also known as:

Tract C - 1480 Seward Ave., Sitka, AK 99835, Parcel #19056000  
Tract C1- 1470 Seward Ave., Sitka AK 99835, Parcel #19060000  
Tract F1- 1460 Seward Ave., Sitka, AK 99835, Parcel #19062000

As required by the Uniform Relocation Act of 1970 and regulations promulgated thereto, a government appraisal has been prepared for this property. That appraisal has determined that the fair market value is \$950,000, which is our offer to you. This offer disregards any decrease or increase in the fair market value caused by the project for which the property is being acquired. In addition, enclosed is an ALTA Survey and Title Report describing the desired parcel and the current condition of title.

We understand that this offer will be part of your Master Plan Presentation on Dec 7, and your office will need a reasonable amount of time to respond to this offer. We kindly ask you respond by February 1, 2023. Thank you for your consideration in this matter. If you have any questions, please contact Mr. David Brumley at 510-637-5529 /david.e.brumley@uscg.mil.

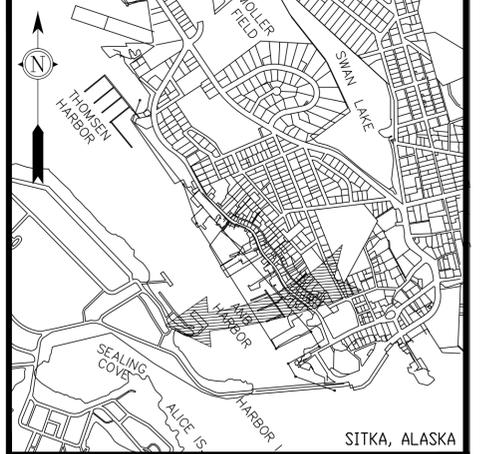
Sincerely,

A handwritten signature in black ink, appearing to read "David Brumley", written over a horizontal line.

David Brumley  
Real Estate Contracting Officer  
U.S. Coast Guard

Encl: (1) ALTA Survey and Title Report

Copy: Commander, Legal Service Command (LSC-4)



VICINITY MAP  
SCALE 1"=1,000'

CURVE TABLE (R)					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	128.86'	195.00'	37°51'39"	N 12°32'37" W	126.52'
C2	46.93'	100.00'	26°53'19"	N 18°03'21" W	46.50'

TRACT AREAS		
TRACT	SQUARE FT.	ACRES
TRACT F1	11669	0.268
TRACT C1	26296	0.604
TRACT C	30111	0.691
TRACT B	18940	0.435

**LEGEND**

- ⊕ 3 1/2" ALUM. TABLE (RECOVERED)
- ⊕ 2 1/2" BRONZE TABLE (RECOVERED)
- ⊙ REBAR AND 2" ALUM. CAP (RECOVERED)
- (R) RECORD DATA (PLAT# 2011-9, RECORD OF JAPONSKI ISL. SUBD. ORIGINAL PLAT # 2010-10)
- (R2) RECORD DATA (PLAT# 92-19, ASLS NO. 88-62)
- (C) COMPUTED DATA
- (M) MEASURED DATA
- SS --- SANITARY SEWER
- UGE --- UNDERGROUND POWER
- U-TEL --- UNDERGROUND TV/TELE/CABLE
- VW --- WATER LINE
- ⊙ FH FIRE HYDRANT
- ⊙ LIGHT POST
- ⊙ MH MANHOLE (LID CENTER)
- ⊙ CO CLEAN OUT (SEWER)
- ⊙ WV WATER VALVE
- ⊙ CB CATCH BASIN
- ▭ SIDEWALK/WALKWAY
- ▭ CONCRETE
- ⊙ POWER POLE

- NOTES:**
- THE LEGAL DESCRIPTION FOR THE PROPERTIES SHOWN ON THIS DRAWING ARE TRACT F1, TRACT C1, AND TRACT C OF THE JAPONSKI ISLAND SUBDIVISION UAS CAMPUS ACCESS PER PLAT# 2010-10; AND TRACT B, ASLS 88-62 PER PLAT# 92-19 (SITKA, AK RECORDING DISTRICT).
  - THE MUNICIPALITY IS PARTY TO ALL EASEMENTS AND PLAT NOTES. THEY SHALL NOT BE MODIFIED WITHOUT APPROVAL OF THE PLATTING BOARD. THERE SHALL BE NO ENCROACHMENTS ON CITY ASSETS OR EASEMENTS.
  - RECORD BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE FROM THE JAPONSKI ISLAND SUBDIVISION PLAT, PLAT NO. 2010-10. ALL DISTANCES HAVE BEEN REDUCED TO HORIZONTAL AND BEARINGS ARE TRUE.
  - UPLANDS APPEAR ZONED "P" WITH A MINIMUM FRONT SETBACK OF 20 FT., REAR SETBACK OF 15 FT., AND SIDE SETBACK OF 10 FT.
  - THE FEMA FLOOD ZONE DETERMINATION ALONG THE ADJACENT SHORELINE OF THE SITKA CHANNEL IS ZONE AE (PANEL 020006 041D, EFFECTIVE AUG. 1, 2019). THE BASE FLOOD ELEVATION PER FEMA IS 14 FT (NAVD88).
  - THE NATURAL MEANDERS OF THE MEAN HIGH WATER LINE (9.15 FT.) (M.L.L.W. = 0.0 FT.) AS SHOWN ARE APPROXIMATE ONLY. ELEVATIONS ARE BASED ON THE NGS PUBLISHED ELEVATION AT BM# 16 OF 20.57 FT. THE SEAWARD BOUNDARY IS SUBJECT TO CHANGE DUE TO NATURAL CAUSES.
  - EASEMENTS SHOWN ON TRACT F1 AND TRACT C1 WERE DEDICATED PER PLAT# 2010-10 (JAPONSKI ISLAND SUBDIVISION) SITKA, AK RECORDING DISTRICT.
  - UNDERGROUND UTILITIES, AS SHOWN, ARE BASED ON LIMITED FIELD LOCATES PROVIDED BY UTILITY PROVIDERS AS WELL AS DESIGN DRAWINGS AND AS-BUILT DETAILS PROVIDED BY THE US COAST GUARD. SEVERAL MANHOLES IN THIS AREA CONTAIN CONCRETE CHASES WITH CONDUITS AND OLD, CORRODED IRON PIPING AND VALVES. WHETHER THESE UTILITIES HAVE BEEN ABANDONED AND LEFT IN PLACE, PARTIALLY REMOVED, OR STILL IN USE IS UNKNOWN AT THIS TIME.



**STATEMENT OF ENCROACHMENTS**

A) THE SANITARY SEWER LIFT STATION LOCATED ON TRACT F1 IS NOT SITUATED WITHIN THE SEWER AND WATER EASEMENT DEDICATED PER PLAT 2010-10.

**NOTES REGARDING TITLE INSURANCE:**

A) REFERENCE SHALL BE MADE TO THE COMMITMENT FOR TITLE INSURANCE. CONTACT THE DEPARTMENT OF HOMELAND SECURITY, US COAST GUARD, FOR MORE INFORMATION.

**SURVEYOR'S CERTIFICATE**

TO THE US DEPARTMENT OF HOMELAND SECURITY, US COAST GUARD: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEM 11(b) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 6/08/2022.

DATE OF PLAT OR MAP: 10/18/22  
SURVEYOR: KELLY J. O'NEILL, LS 13321

DRAWN: SQ/KO/ACAD  
CHECKED: KO  
DATE OF DRAWING: JUNE 13, 2022 \* 11:47:40  
SCALE: 1" = 50'  
DRAWING NAME: 40363-01SO(FINAL)  
PROJECT NO. 40363-01-00

**ALTA/NSPS LAND TITLE SURVEY**

PROJECT: TRACT F1, TRACT C1, TRACT C, & TRACT B OF A.S.L.S. 88-62 (PLAT # 2010-10, PLAT # 92-19)

CLIENT: USCG

**NORTH 57**  
**LAND SURVEYING LLC**  
(907) 747-6700 215-F SMITH STREET, SITKA, AK  
8800 GLACIER HWY., STE 224 1/2, JUNEAU, AK  
MAILING ADDRESS - 2007 CASCADE CREEK ROAD, SITKA, AK 99835  
EMAIL: north57landsurveying@yahoo.com

BY	DATE	REV	DESCRIPTION OF CHANGE
RECORD OF REVISIONS			



**TRACT F1**

The following is the metes and bounds description per the ALTA/NSPS survey conducted by North 57 Land Surveying LLC for Tract F1, ASLS 88-62, Japonski Island Subdivision (Plat# 2010-10, Sitka, Alaska Recording District):

Beginning at a 3 ½ inch aluminum tablet marking the most northerly property corner of Tract F1 and true point of beginning of this description; thence S 31°29'20" E a distance of 181.88 ft. to the property line common with Tract C1; thence S 58°39'49" W a distance of 88.96 ft. to the platted right of way of the Campus Access Road; thence along the right of way N 31°28'26" W a distance of 13.10 ft. to the beginning of a curve; thence along said curve, concave to the northeast with radius 195.00 ft, through a central arc of 128.85 ft. with chord bearing N 12°32'37" W 126.52 ft.; thence continuing along the right of way N 6°23'13" E 61.93 ft. to the northwest corner of Tract C1; thence N 58°32'19" E a distance of 9.86 ft. to the point of beginning encompassing 11,669 square feet more or less.



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Kelly J. O'Neill

LS 13321





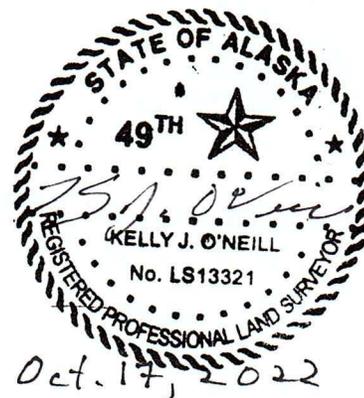
## TRACT C1

The following is the metes and bounds description per the ALTA/NSPS survey conducted by North 57 Land Surveying LLC for Tract C1, ASLS 88-62, Japonski Island Subdivision (Plat# 2010-10, Sitka, Alaska Recording District):

Beginning at a 3 ½ inch aluminum tablet marking the most northerly property corner of Tract F1, thence S 31°29'20" E a distance of 181.88 ft. to the property line common with Tract C1 and true point of beginning of this description; thence N 58°39'49" E 19.63 ft. to the record meander line for Tract C1; thence along said meander S 10°53'46" E a distance of 6.76 ft.; thence S 37°24'17" E 218.96 ft. to the property line common with Tract C; thence away from the shoreline S 58°28'43" W 128.84 ft. to the Campus Access Road right of way; thence along said right of way N 31°28'26" W a distance of 224.48 ft. to the common property line with Tract F1; thence along this property line N 58°39'49" E a distance of 88.96 ft. to the point of beginning encompassing 26,296 square feet more or less.

Kelly J. O'Neill

LS 13321





## TRACT C

The following is the metes and bounds description per the ALTA/NSPS survey conducted by North 57 Land Surveying LLC for Tract C, ASLS 88-62, Japonski Island Subdivision (Plat# 2010-10, Sitka, Alaska Recording District):

Beginning at a rebar and 2 inch aluminum cap marking the northwesterly corner of Tract C and true point of beginning of this description; thence N 58°28'43" E 1.13 to the most southerly property corner of Tract C1; thence continuing along the common property line with Tract C1 N 58°28'43" E 128.84 ft. to the intersection with the record meander lines; thence along the record meanders S 37°24'17" E 39.22 ft. ; thence S 38°11'17" E 62.12 ft.; thence S 31°08'17" E 66.74 ft.; thence S 27°41'17" E 14.69 ft. to the property line common with Tract B; thence away from the shoreline along the common Tract B property line S 58°32'52" W a distance of 89.66 ft.; thence S 31°23'38" E a distance of 73.99 ft., thence S 58°28'40" W 60.30 ft.; thence N 31°47'19" W 108.68 ft. to a non-tangential curve, concave to the southwest with radius 100.00 ft.; thence along the central arc of said curve 46.93 ft. with chord bearing N 18°03'21" W and distance of 46.50 ft.; thence N 31°30'01" W 102.08 ft. to the point of beginning encompassing 30,111 square feet more or less.

  
\_\_\_\_\_  
Kelly J. O'Neill

LS 13321



Oct. 17, 2022

North 57 Land Surveying LLC, 215-F Smith Street, Sitka, AK (907-747-6700)  
Mailing Address: 2007 Cascade Creek Rd, Sitka, AK 99835  
Email: [north57landsurveying@yahoo.com](mailto:north57landsurveying@yahoo.com) or [koneill@north57ls.com](mailto:koneill@north57ls.com)



# Alaska Escrow and Title Insurance Agency, Inc.

2030 Sea Level Drive Suite 201  
Ketchikan, Alaska 99901  
Tel:(907)225-9077 Fax:(907)225-9076

8800 Glacier Hwy Suite 102  
Juneau, Alaska 99801  
Tel:(907)789-1161 Fax:(907)789-1159

315 Seward Street, Ste. B  
Sitka, AK 99835  
Tel:(907)623-1140 Fax(907)623-0774

64504

July 08, 2022

## CERTIFICATE TO PLAT Amendment No. 1

Reference No.:  
File No.: 64504  
Premium: \$250.00  
Tax: \$16.25  
Additional Parcel Fee: \$250.00

**Total: \$516.25**

This report is restricted to the use of the addressee and is not to be used as a basis for closing any transaction affecting title to said property. Liability of the Agency is limited to the compensation received therefore. Two years from the certificate date, this Certificate to Plat expires and this company's obligation for updates or use ends.

This is a certificate as of April 26, 2022 at 8:00 a.m for a plat out of the following property:

### **PARCEL 1:**

Tracts F1, C1 and C, Japonski Island Subdivision UAS Campus Access, according to Plat No. 2010-10, Sitka Recording District, First Judicial District, State of Alaska

### **PARCEL 2:**

Tract B, Alaska State Land Survey No. 88-62, according to Plat No. 92-19, Sitka Recording District, First Judicial District, State of Alaska

The Company certifies that record title is vested in:

Department of Education as to PARCEL 1 and  
State of Alaska as to PARCEL 2  
an estate in Fee Simple

SUBJECT TO:

### **GENERAL EXCEPTIONS**

1. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
2. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

4. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof (c) water rights; claims or title to water.
5. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
6. Any lien or right to lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
7. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
8. Any law ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
9. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
10. Defects, liens, encumbrances, adverse claims, or other matters, (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrance for value without knowledge.

**SPECIAL EXCEPTIONS:**

11. Taxes and/or assessments, if any, due the City and Borough of Sitka, a report of which will follow.
12. Easements and notes as shown on Plat No. 92-19, Plat No. 2010-10 and Plat No. 2011-9.
13. Any prohibition of or limitation of use, occupancy or improvements of the Land resulting from the rights of the public or riparian owners to use any portion thereof which is now or formerly may have been covered by water, and the rights of the public as set forth in Alaska statutes 38.05.128.
14. Terms, provisions and reservations under the Submerged Land Act (43 USC 1301, 67 Stat. 29) and the Enabling Act (Public Law 85-508, 72 Stat. 339).
15. Paramount rights and easements in favor of the United States to regulate commerce, navigation, fishing and the production of power.
16. Any adverse claim based upon the assertion that any portion of said Land was not tidelands subject to disposition by the State of Alaska, or that any portion thereof has ceased to be tidelands by reason of erosion, or by reason of having become upland by accretion.

17. Lease, and the terms and conditions thereof:

LESSOR: State of Alaska  
LESSEE: U.S. Coast Guard  
DATED: September 15, 1994  
RECORDED: November 7, 1994 in Book 111 at Page 979

We call your attention to the necessity of examining of the terms of the Lease for provisions which might require the written consent of the Lessor to any transfer or encumbrancing of the leasehold estate by the lessee.

(Affects PARCEL 2)

18. Use Agreement and the terms and conditions thereof:

RECORDED: October 26, 1998 in Book 133 at Page 507  
(Affects a portion of Tract C of PARCEL 1)

19. Lease, and the terms and conditions thereof:

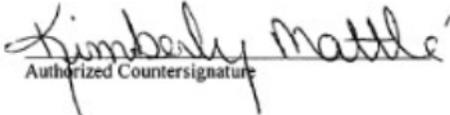
LESSOR: State of Alaska Department of Education and Early Development  
LESSEE: United States Coast Guard  
DATED: December 21, 2004  
RECORDED: December 30, 2004  
DOCUMENT NO.: 2004-002173-0

We call your attention to the necessity of examining of the terms of the Lease for provisions which might require the written consent of the Lessor to any transfer or encumbrancing of the leasehold estate by the lessee.

(Affects Tract C of PARCEL 1)

20. Right, title and interest of U.S. Coast Guard, as disclosed by the Application for Title Insurance.

**Alaska Escrow and Title Insurance Agency, Inc.**

  
Authorized Countersignature

# State of Alaska

DEPARTMENT OF EDUCATION  
TEACHER CERTIFICATION

FEB 11 PM 2:15

## Quitclaim Deed

No. 1372

The Grantor, the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, 3601 C Street, Suite 960, Anchorage, Alaska 99503-5936, pursuant to AS 38.05.810(a) and the regulations promulgated thereunder, for good and valuable consideration, does hereby remise, release and quitclaim unto the Grantee, the DEPARTMENT OF EDUCATION, whose address of record is 801 West 10<sup>th</sup> Street, Suite 200, Juneau, Alaska 99801, Grantee's successors and assigns, all right, title and interest, if any, in and to that real property situated in the Sitka Recording District, State of Alaska, and described as follows:

LOT 15 OF U.S. SURVEY NO. 1496, ALASKA, ACCORDING TO THE SUPPLEMENTAL SURVEY PLAT ACCEPTED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT IN ANCHORAGE, ALASKA ON MARCH 13, 1990, EXCLUDING ALASKA STATE LAND SURVEY NO. 88-62, ACCORDING TO THE SURVEY PLAT RECORDED IN THE SITKA RECORDING DISTRICT ON SEPTEMBER 14, 1992, AS PLAT 92-19, AND EXCLUDING ALASKA STATE LAND SURVEY NO. 97-63, ACCORDING TO THE SURVEY PLAT RECORDED IN THE SITKA RECORDING DISTRICT ON JULY 15, 1998, AS PLAT 98-18.

CONTAINING 52.013 ACRES, MORE OR LESS.

TRACTS C AND F OF ALASKA STATE LAND SURVEY NO. 88-62, ACCORDING TO THE SURVEY PLAT RECORDED IN THE SITKA RECORDING DISTRICT ON SEPTEMBER 14, 1992, AS PLAT 92-19.

CONTAINING 2.732 ACRES, MORE OR LESS.

ALASKA STATE LAND SURVEY NO. 97-63, ACCORDING TO THE SURVEY PLAT RECORDED IN THE SITKA RECORDING DISTRICT ON JULY 15, 1998, AS PLAT 98-18.

CONTAINING 1.89 ACRES, MORE OR LESS.

CONTAINING AN AGGREGATE OF 56.635 ACRES, MORE OR LESS.

Subject to prior existing rights, including but not limited to:

Platted easements and reservations.

An upland lease, ADL 106359.

A right-of-way for a sewer line, BLM No. AA-40276.

DEPT. OF NATURAL RESOURCES  
TEACHING  
59 FEB 1

The condition of unrestricted public use and access applies. If the Director of the Division of Land of the Department of Natural Resources determines that the Grantee or Grantee's successors in interest have failed to observe this condition, the Director may declare a forfeiture of this conveyance and title hereby conveyed shall thereupon revert to the State of Alaska.

Prior agreements between the University and other third parties including but not limited to: Tract C of Alaska State Land Survey No. 88-62 shall be managed jointly by the Department of Education and the University of Alaska and is subject to the use agreement which was entered into on July 30, 1992, by the University of Alaska, the US Coast Guard, the Department of Natural Resources and the Department of Education and recorded in the Sitka Recording District on October 26, 1998, Book 133, Pages 507 through 515.

**Saves and Except**, those restrictions appearing in the Federal Patent or other conveyance by which the Grantor acquired title:

**And Further**, the Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times for the purpose of opening, developing, drilling, and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

**Together**, with all the appurtenances and all the estate and rights of the Grantor to said premises.

**To Have And To Hold** the said land, together with the tenements, hereditaments, and appurtenances thereunto appertaining, unto the said Grantee and Grantee's successors and assigns forever.

**In Testimony Whereof** the State of Alaska has caused these presents to be executed by the Acting Director of the Division of Land, Department of Natural Resources, State of Alaska, pursuant to delegated authority, this 8th day of February, 1999.

By: Carol L. Shobe  
Carol L. Shobe  
Richard A. LeFebvre, the Acting Director  
Division of Land

BOOK 135 PAGE 735

TOP OF THE ALASKA  
TEACHER EDUCATION

99 FEB 11 PM 2:15

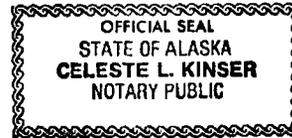
State of Alaska )  
 ) ss.  
Third Judicial District )

This Is To Certify that on the 8th day of February, 1999, appeared before me CAROL L. SHOBE, who is known to me to be the person who has been lawfully delegated the authority of Richard A. LeFebvre, the Acting Director of the Division of Land, Department of Natural Resources, State of Alaska, to execute the foregoing document; that Carol L. Shobe executed said document under such legal authority and with knowledge of its contents; and that such act was performed freely and voluntarily upon the premises and for the purposes stated therein.

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

*Celeste L. Kinser*  
Notary Public in and for the State of Alaska

My Commission Expires: April 4, 2001



Return to:  
Michael D. Morgan, PMP  
School Facilities Manager  
Department of Education  
801 W. 10th Street, Suite 200  
Juneau, AK 99801-1894

QCD No. 1372  
ADL No. 104883  
Location Index:  
T. 55 S., R. 63 E., C.R.M.  
Section 35  
T. 56 S., R. 63 E., C.R.M.  
Section 2

328

<i>Sitka</i>	REC. DIST.
DATE <u>2-25</u>	19 <u>99</u>
TIME <u>1:29</u>	P.M.
Requested By <u>AS/Dept of Ed</u>	
Address _____	

# The United States of America

To all to whom these presents shall come, Greeting:

AA-66276

BOOK 89 PAGE 647  
Sitka Recording District

WHEREAS

GRANTOR:  
UNITED STATES OF AMERICA  
C/O BLM  
222 W. 7TH AVENUE #13  
ANCHORAGE, ALASKA 99513

State of Alaska

is entitled to a Land Patent confirming the land grant under the Act of July 30, 1983, Pub. L. 98-63, 97 Stat. 326, 327, as amended by the Act of August 22, 1984, Pub. L. 98-396, 98 Stat. 1387, 1388, for the following-described lands:

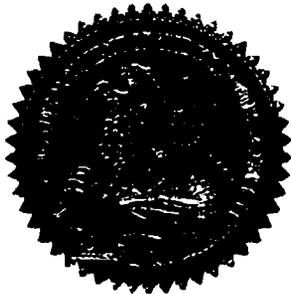
Lots 12, 13, 14, and 15, U.S. Survey No. 1496, Alaska, situated on Japonski Island near Sitka, Alaska.

Containing 65.45 acres as shown on supplemental plat of survey officially filed March 28, 1990.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES, unto the above-named claimant the land above described; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant, forever;

THE GRANT IS SUBJECT TO THE FOLLOWING:

As to Lot 15, U.S. Survey No. 1496, Alaska, a right-of-way AA-40276 for a sewer line, granted to the City and Borough of Sitka, under the provisions of Title V of the Act of October 21, 1976, Pub. L. 94-579, 90 Stat. 2743, as authorized by Sec. 908(1) of the Alaska National Interest Lands Conservation Act of December 2, 1980, Pub. L. 96-487, 94 Stat. 2442.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in ANCHORAGE, ALASKA  
the ELEVENTH day of MAY  
in the year of our Lord one thousand nine hundred and  
NINETY and of the Independence of the  
United States the two hundred and FOURTEENTH.

By Terry R. Hassett  
Terry R. Hassett  
Chief, Branch of KCS Adjudication

Patent Number 50-90-0267

BOOK 89 PAGE 648  
Sitka Recording District

SITKA RECORDING DISTRICT

Return to Grantee:

State of Alaska  
Dept. of Natural Resources  
Div. of Land & Water Management  
Title Administration Unit  
3601 C Street., Suite 960  
Anchorage, Alaska 99503

90-1072

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RECORDED-FILED  
SITKA REC.  
DISTRICT

JUL 9 1 08 PM '90

REQUESTED BY AS/DL+WM  
ADDRESS Anch

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF LAND  
P.O. Box 107005  
Anchorage, Alaska 99510-7005  
**LEASE AGREEMENT**

ADL # 104776  
DTC68-82-LJ-DL-123

This Lease Agreement is made and entered into this 15th day of September, 1994, between the State of Alaska, by and through the Director of the Division of Land with the consent and concurrence of the Commissioner of Natural Resources (hereinafter referred to as "the Lessor"), and U.S. Coast Guard, whose address is Coast Guard Island, Building 54-D, Alameda, California 94501-5100 (hereinafter referred to as "the Lessee").

**WITNESSETH:**

WHEREAS, the Lessor has undertaken the necessary administrative actions under applicable laws and regulations to fully authorize and enable the lease of the Parcel described herein, which is acknowledged by the Lessee by his signature hereto;

WHEREAS, the Lessee is aware of the provisions of Title 38, Alaska Statutes, Title 11, Alaska Administrative Code, and other applicable laws, regulations, and ordinances, and fully understands the duties and obligations of the Lessee under this Lease, and the rights and remedies of the Lessor,

NOW THEREFORE, the Lessor and the Lessee, in consideration of the mutual covenants and conditions stated in this Lease, agree as follows:

The Lessor agrees to lease to the Lessee the following parcel of land (hereinafter referred to as "the Parcel") which is situated in the State of Alaska and is described as follows:

Tract B of Alaska State Land Survey 88-82, located within Section 2, Township 55 South, Range 63 East, Copper River Meridian and contains .435 acre more or less, according to the survey plat filed in the Sitka Recording District on September 14, 1992 as plat #92-19.

EXCEPTING AND RESERVING THEREFROM, to the Lessor and its assigns during the term of this Lease, the following specific interests, which shall be in addition to and not in derogation of any general reservations to the Lessor which are required by law and which may be stated elsewhere in this Lease:

Subject to all platted easements and reservations and further subject to the Special Stipulations noted on Attachment A and made a part of this lease agreement.

TO HAVE AND TO HOLD the said demised premises for a term of fifty-five (55) years commencing on the 15th day of September, 1994 and ending at 12 o'clock midnight on the 14th day of September, 2049 unless sooner terminated as hereinafter provided.

LEASE COMPENSATION: (a) The Lessee shall pay to the Lessor compensation as follows, without the necessity of any billing by the Lessor: Equal annual payments, on or before the 15th day of September, every year during said term at the rate of zero dollars (\$0) per year. The Lessor may, upon 10 days' notice, review and copy any records of the Lessee that are necessary to verify the Lessee's compliance with this paragraph.

(b) In accordance with AS 38.05.105, the lease compensation is subject to adjustment by the Lessor at the commencement of the sixth year of the term and every fifth year thereafter (the "adjustment date"). The compensation adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date. All reasonable costs of the adjustment, including reappraisal if required by the Lessor, shall be borne by the Lessee.

It is agreed that the covenants, terms and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

THE LESSOR AND THE LESSEE FURTHER COVENANT AND AGREE AS FOLLOWS:

- Use of the Parcel. The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances, and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution and sanitation control. The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Parcel. The Lessee shall properly locate himself and his improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances, and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to prevent or suppress grass, brush, or forest fires, and to prevent erosion or destruction of the land.
- Permanent Improvements. The Lessee must within 90 days of completion of any site improvements including, but not limited to, structural improvements, clearing, leveling, excavation, and backfill, file with the Lessor adequate and reasonable documentation of such improvements, setting forth all applicable costs and quantities. Failure to provide such documentation will result in loss of credit for such improvements in determination of the original condition of the Parcel for reappraisal purposes.
- Encumbrance of Parcel. The Lessee, during the term of this Lease, shall not encumber or cloud the Lessor's title to the Parcel, or any portion thereof, nor enter into any lease, easement, or other obligation of the Lessor's title without the prior written consent of the Lessor, and any such act of omission, without the prior written consent of the Lessor, shall be void against the Lessor.
- Assignment of Parcel. The Lessee may not assign or sublet the Parcel, without the prior written approval of the Lessor. The Lessor may approve such assignment or subletting if the Lessor finds it to be in the best interest of the State. No assignment or subletting of the Parcel shall be approved until the assignee agrees to be subject to and governed by the provisions of this Lease in the same manner as the original Lessee. No such assignment or subletting will be effective until approved by the Lessor in writing. No assignment or subletting of the Parcel, or any portion thereof, by the Lessee shall annul the Lessee's obligation to pay the rent herein required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest, including any exposed airspace thereon, shall occur.

5. Denial of Warranty Regarding Conditions. The Lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the Parcel, to include, without limitation, the soil conditions, water drainage, natural or artificial hazards which may exist, or the profitability or fitness of the Parcel for any use.

6. Agreement to Terms of Lease Documents.  
(a) The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors and assigns and shall inure to their benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants contained herein.

(b) If all or part of said Parcel has been tentatively approved, but not yet patented, by the United States to the Lessor, then this Lease shall be conditioned upon receipt by the Lessor of such patent. If for any reason the Lessor does not receive patent, any rental payments made to the Lessor under this Lease will not be refunded. Any prepaid lease rentals on lands to which patent is denied the Lessor shall be refunded to the Lessee of record and any property recorded lienholder, if any, jointly. The money refunded shall, however, be limited to the prorata portion of the unexpired term. The Lessor shall have no further liability to the Lessee for the termination of the Lease.

7. Payment of Taxes and Assessments. The Lessee shall pay all taxes and assessments accruing against the Parcel during the term of the Lease. **NOT APPLICABLE**

8. Right-of-Way for Public Highways and Utilities. In the event that the Parcel borders or includes one or more section lines, the Lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way 100 feet wide and centered on such section line or lines.

9. Navigable and Public Waters. The Lessor reserves an easement 50 feet wide for public access along the mean high water line or ordinary high water mark of all water bodies listed in this Lease which are bordering on or included within the Parcel. Public easements to and along listed water bodies are reserved for all of those uses and purposes normally associated with or incident to an easement for access to the public resources of the water body to and along which the easement has been reserved. No public access easement may be obstructed or otherwise rendered by the Lessee incapable of reasonable use by the public for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without approval of the Lessor.

10. Reservation of Easements. The Lessor expressly reserves the right to take for the use of the State of Alaska and the right to grant to third parties, easements or rights-of-way of unlimited size across the Parcel herein leased if it is determined to be in the best interest of the State to do so, even though the creation of the easement or right-of-way terminates the entire leasehold estate; provided, however, that the Lessee shall be entitled to compensation for all improvements or crops which are damaged or destroyed as a direct result of such easement or right-of-way.

11. Condemnation of Leasehold or Improvements. With the exception of the taking of easements or rights-of-way which is governed by paragraph 10 above, if the whole or any part of the Parcel is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control.

(a) Taking of the entire premises. If all of the premises are taken by condemnation, the terms of the Lease and all rights of the Lessee will immediately terminate, and the rent must be adjusted so that it is due only until the date the Lessee is required to surrender possession of the premises. The Lessor is entitled to all the condemnation proceeds, except that the Lessee will be paid the portion of the proceeds attributable to the fair market value of the buildings or improvements placed on the condemned premises by the Lessee.

(b) Taking of substantial part of premises. If the taking is of a substantial part of premises, the following rules apply:

(1) If the taking by condemnation reduces the ground area of the Parcel by at least 30 percent or materially affects the use being made by the Lessee of the Parcel, the Lessee has the right to elect to terminate or not to terminate the Lease by written notice to the Lessor not later than 180 days after the date of taking.

(2) If the Lessee elects to terminate, the provisions in (a) of this subsection govern the condemned portion of the Parcel and the terms of the Lease govern disposal of the remainder of any buildings or improvements made by the Lessee.

(3) If the Lessee elects not to terminate, the Lease continues and the Lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value of the buildings or improvements placed on the condemned portion of the premises by the Lessee. Rent at the existing rate will terminate on the date of taking. Except as it may be adjusted from time to time under the terms of the Lease and applicable statutes, rent for the balance of the term will be adjusted by the Lessor to reflect the taking.

(c) Taking of insubstantial part of premises. If the taking by condemnation reduces the ground area of the Parcel by less than 30 percent and the Lessor determines that the taking is of such an insubstantial portion that the Lessee's use of the Parcel is not materially affected, the provisions of (b)(3) of this subsection will govern.

12. The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.

13. Valid Existing Rights. This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land in existence on the date of execution of this Lease.

14. Inspection. The Lessor shall have reasonable access to the Parcel for purposes of inspection regarding the faithful performance of the covenants and conditions of this Lease and for the performance of other lawful requirements.

15. Mineral Reservations. The Lessor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils. The Lessor also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient to such purposes, hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

Provided, however, that no rights reserved hereunder shall be exercised by the Lessor or its subsurface lessees, until provision has been made by the Lessor or its subsurface lessees to pay to the Lessee of the land upon which the rights are herein reserved, full payment for all damages sustained by said Lessee by reason of entering upon said land; and provided that, if said Lessee for any cause whatever refuses or neglects to settle said damages, the Lessor or its subsurface lessees, or any applicant for a subsurface lease, contract or option from the Lessor or its subsurface lessee for the purpose of exploring for or extracting valuable minerals, coal, petroleum, natural gas, or geothermal resources shall have the right, after posting a surety bond with the Lessor issued by a corporation qualified to do business in Alaska and licensed to sell insurance in Alaska, or after posting with the Lessor and after due notice and an opportunity to be heard, to exercise rights granted to it for reasonable use of the surface required for the full enjoyment of the reserved subsurface rights which it holds. Each surety bond and the Lessor or its subsurface lessee shall have the standing which may be necessary to determine the damages which the surface Lessee of such lands may suffer, and the security appropriate to hold the surface Lessee harmless in relation thereto.

16. Surface Reservations. Unless otherwise stated in this Lease or in an attachment or amendment hereto, the Lessee shall not sell or remove for use elsewhere any of the surface resources of the parcel, e.g., stone, gravel, sand, peat, topsoil, timber, or any other material valuable for building or commercial purposes; provided, however, the Lessee may make reasonable personal use of such materials on the site.

17. Appropriation or Disturbance of Waters.

(a) During the term of this Lease, the Lessee shall have the right to apply for an appropriation of ground or surface water on the Parcel in accordance with the Alaska Water Use Act. All water applied for and appropriated during the term of this Lease shall remain appurtenant to the Parcel during said term, and such water and water rights shall not be severed or transferred from the Parcel or any part thereof during said term without the prior consent of the Lessor. The Lessee's rights under any permit or certificate of appropriation shall revert to the Lessor upon termination of the Lease or forfeiture of the Lease for cause.

(b) If the Lessee desires to use the Parcel to construct any form of hydraulic project or employ any equipment or engage in any activity which will use, divert, obstruct, pollute or change the natural flow or bed of any anadromous fish river, lake or stream, the Lessee shall, prior to the commencement of any such operation, procure the approval of the Commissioner of the Department of Fish and Game.

18. Acquisition of Rights or Interests. Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.

19. Land Alterations Due to Natural or Artificial Causes. The Parcel described herein shall constitute the entire Parcel of property to be leased by the Lessor to the Lessee pursuant to this agreement. If, through natural or artificial caused accretion or reliction of land occurs contiguous to the Parcel, the Lessee shall have no right to occupy or use such accreted land unless a separate lease is entered with the Lessor with respect to such lands. The parties agree and stipulate that the rules of law usually applicable to accretion or reliction of land shall not apply to this Lease, nor to the Parcel leased hereunder, in order that the parties may give effect to the provision agreed upon herein.

20. Waiver of Forbearance. The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease nor destroy or in any manner impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

21. Breach and Remedies.

(a) Time is of the essence in the Lease Agreement. If the Lessee shall breach the performance of any of the terms, covenants, conditions or stipulations contained herein or attached hereto, and said breach shall not be remedied within 30 days after written notice of such breach has been served upon the Lessee and the holder of a security interest by the Lessor, the Lessee shall be subject to such legal action as the Lessor shall deem appropriate, including, but not limited to, the termination of this Lease, provided that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lease may be in breach. In the event that this Lease is terminated for breach of any of the covenants or conditions contained herein or attached hereto, all rents paid by the Lessee shall be forfeited to and retained by the Lessor not as a penalty but as liquidated damages. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to termination.

(b) If the Lessee fails to cure or remedy a breach of default within the time allowed in (a) of this paragraph, the holder of a security interest who has received notice under (a) of this paragraph may cure or remedy the breach or default if the breach or default can be cured by the payment of money or, if this cannot be done, by performing or undertaking in writing to perform the terms, covenants, restriction and conditions of the lease capable of performance by the holder. The holder shall act within 60 days from the date of the receipt of notice under (a) of this paragraph, or within any additional period which the Lessor may allow for good cause.

(c) In the event that this Lease is terminated, or in the event that the Parcel, or any part thereof is abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or re-enter and take possession of said Parcel, or any part thereof, and without liability for any damage therefor, remove all persons and property

therefrom either by summary proceedings or by suitable action at law; provided, however, that the words "enter" and "re-enter" as used herein are not restricted to their technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or in part, for any monetary liability under the Lease.

22. Disposition of Improvements and Chattels After Termination.

(a) The Lessee shall, within 60 days after termination of the Lease by the Lessor or by operation of law, remove all improvements and chattels located on the Parcel, provided that the Lessor first determines that such removal will not cause injury or damage to the Parcel or seriously impair its redisposal. Following such removal, the Lessee shall leave the Parcel in a safe and clean condition acceptable to the Lessor. The Lessor may, in its discretion, extend the time for removal of improvements under this subparagraph where undue hardship is demonstrated.

(b) If any improvements or chattels having an appraisal value exceeding \$10,000.00, as determined by the Lessor, are not removed from the Parcel within the time allowed, they shall, upon 30 days prior written notice to the Lessee, be sold at public auction under the direction of the Lessor. The proceeds of sale shall inure to the Lessee who placed the improvements or chattels on the land, after deduction for the benefit of the Lessor of all monies due and owing under this Lease and all expenses incurred in administering the termination and conducting the sale. If there are no other bidders at such sale, the Lessor is authorized to bid on such improvements or chattels. In such event, the Lessor shall acquire all rights, both legal and equitable, which any other purchaser could acquire by reason of said sale and purchase.

(c) Any chattels or improvements having a total appraised value of \$10,000.00 or less, as determined by the Lessor, and which are authorized for removal by the Lessor but are not removed within the time allowed, shall become the absolute property of the Lessor upon the expiration of the time allowed.

(d) Authorized improvements of the Lessee which the Lessor determines have become fixtures of the Parcel shall be purchased by the subsequent purchaser or lessee. There will be no compensation to the Lessee for improvements which were not authorized under the Lease.

23. Indemnity to Lessor. During the term of the Lease, the Lessee shall indemnify and hold the Lessor harmless from and against all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the Parcel by the Lessee or by any other person holding under the Lessee, or at its sufferance or invitation; and from any accident or fire on the Parcel; and from any nuisance made or suffered thereon; and from any failure by the Lessee to keep the Parcel in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and from any assignment, sublease, or conveyance, attempted or successful, by the Lessee of the Parcel or any part thereof or interest therein contrary to the conditions and covenants of this Lease. The Lessee will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Parcel at the sole risk of the Lessee, and will save the Lessor harmless from any claim of loss or damage thereto by any cause whatsoever.

24. Surrender of Leasehold. Upon the expiration, termination or cancellation of this Lease the Lessee shall quietly and peaceably leave, surrender and yield up unto the Lessor all of the Parcel.

25. Notices. All notices required or permitted under this Lease Agreement shall be made by certified mail, postage prepaid, to the parties at the following addresses:

To the Lessor:           Division of Land  
                                  P.O. Box 107005  
                                  Anchorage, Alaska 99510-7005

To the Lessee:           Commander (sr)  
                                  Maintenance & Logistics Command Pacific  
                                  Coast Guard Island, Building 54-D  
                                  Alameda, California 94501-5100

Any notice or demand which must be given or made by the Lessor or the Lessee shall be in writing and shall be complete if sent by United States certified mail to the address shown in the Lease Agreement, or to such other address as each of the parties may designate in writing from time to time. A copy of any such notice shall be forwarded to the Lessor, and to the holder of any security interest in the Parcel who has properly recorded its interest in the Lease with the Lessor.

26. Service Charges. The Lessee shall pay a service charge for any late payment or returned check issued by it as follows:

(a) Late Payment Penalty: A service charge plus annual interest (twice the interest rate charged on installment payments at the prevailing rate for real estate mortgage loans made by the Federal Land Bank for the farm credit district for Alaska) on the amount due will be charged on a past-due account until payment is received by the Lessor or until the Lease Agreement termination date is reached. Acceptance of a late payment or of a service charge for a late payment is subject to the Lessor's rights under paragraph's 20 and 21 of this Lease.

(b) A service charge will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the default termination date remains the same. Late penalties under (a) of this paragraph shall continue to accumulate.

27. Integration and Modification. This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

This Lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.

28. Severability of Clauses of Lease Agreement. If any clause, or provision, herein contained, shall be adjudged to be invalid, it shall not affect the validity of any other clause or provision of this Lease or constitute any cause of action in favor of either party as against the other.

IN WITNESS WHEREOF the State of Alaska, as Lessor, acting through the Director of the Division of Land of the Department of Natural Resources to his lawfully-designated representative, and otherwise being lawfully authorized, and the Lessee have caused these presents to be executed in duplicate, and have hereunto set their respective hands, agreeing to keep, observe and perform the applicable statutes, as amended, the rules and regulations promulgated thereunder, and the terms, conditions and provisions herein contained or attached, which on the Lessor's or the Lessee's respective parts are to be kept, observed and performed.

LESSEE:

  
\_\_\_\_\_  
W. T. DAVIS  
LCDR, U.S. Coast Guard  
Chief, Real Property Branch  
\_\_\_\_\_  
By direction of the Commander  
Maintenance & Logistics Command Pacific

APPROVED:

\_\_\_\_\_  
COMMISSIONER  
Department of Natural Resources

LESSOR:

  
\_\_\_\_\_  
FOR THE DIRECTOR  
Division of Land

California )  
STATE OF ALASKA )  
County of Alameda ) ss.  
Judicial District )

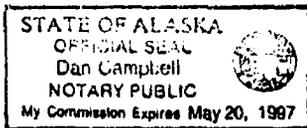
THIS IS TO CERTIFY that on this 5<sup>th</sup> day of October, 1994,  
before me appeared WILLIAM T. DAVIS, known to me to be the person  
named in and who executed the Lease and acknowledged voluntarily signing the same.



Deirdre M. Miles  
Notary Public in and for the State of ~~Alaska~~ California  
My Commission expires: Nov. 1, 1996

STATE OF ALASKA )  
1<sup>ST</sup> Judicial District ) ss.

THIS IS TO CERTIFY that on this 19<sup>TH</sup> day of OCTOBER, 1994,  
before me personally appeared ANDREW W. PEKOVICH of the Department  
of Natural Resources of the State of Alaska, who executed the foregoing Lease and acknowledged voluntarily signing the  
same.

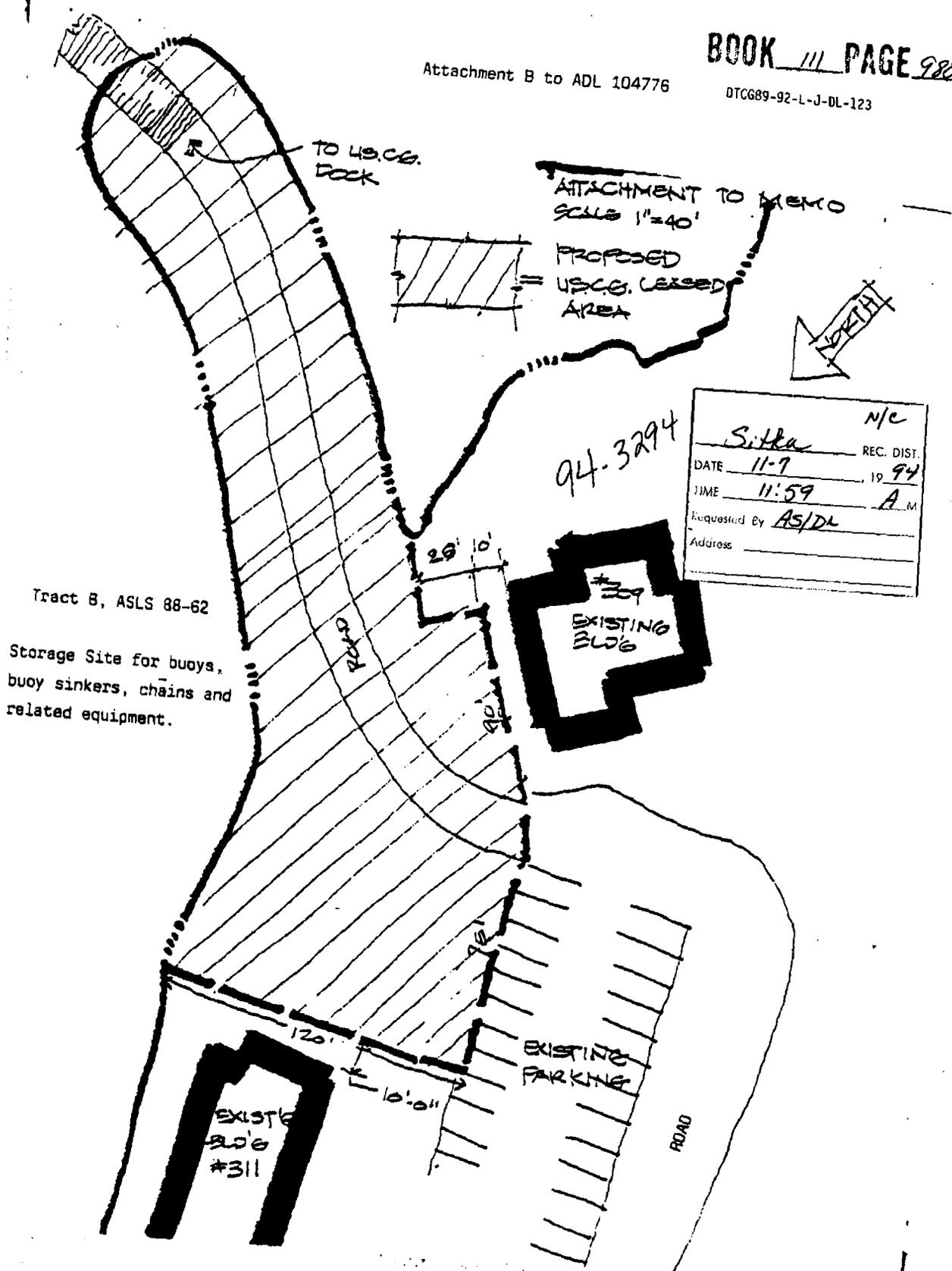


Dan Campbell  
Notary Public in and for the State of Alaska  
My Commission expires: 5/20/97

After recording in the Sitka Recording District, this document must be returned to the Department of Natural Resources, Division of Land, Southeast Regional Office, 400 Willoughby Avenue, Suite 400, Juneau, Alaska 99801.

ATTACHMENT A  
TO  
LEASE AGREEMENT ADL 104776

1. For the purpose of this lease, the development plan shall be limited in form and scope to those improvements shown on Attachment B, unless approved in writing by the lessor prior to the installation or construction. Use of the area for the purposes other than those specified herein shall constitute a breach of this lease.
2. This lease shall be utilized for the purpose described in the development plan. Failure to make substantial use of the land, consistent with the development plan, within five years, shall, in the Director's discretion, constitute grounds for the cancellation of this lease agreement.
3. Section 23. Indemnity to Lessor is hereby amended to read. The federal government (Lessee), in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 USC Sections 2671-2680) shall be liable for, and shall hold the Grantor harmless from, claims for damage or loss of property, personal injury or death caused by the acts or omissions of the federal government, its officers, employees and agents in the use of the granted premises.
4. The Coast Guard is hereby authorized to use a parking lot located in Tract B of ASLS 88-62. The parking lot contains approximately 20 parking spaces and is subject to all terms agreed to in the Use Agreement identified as Alaska Lease No. 0125 and US Coast Guard Lease No. DTCG89-92-L-J-DL-123 which is dated July 30, 1992. The Coast Guard will be granted access over existing roads, to and from the parking lot and lease area.
5. Storage of paints, petroleum products or other toxic materials shall not be permitted within the lease area.



USE AGREEMENT

BOOK 133 PAGE 507

Alaska Lease No. 0125

U.S. Coast Guard Lease No. DTG89-92-L-J-DL-123

This Agreement is made in quadruplicate this 30<sup>th</sup> day of July 1992, by and between the University of Alaska, a constitutional corporation, organized and existing under the laws of the State of Alaska (hereinafter referred to as the "University"), and the U.S. Department of Transportation, U.S. Coast Guard (hereinafter referred to as the Coast Guard), and the State of Alaska, Department of Natural resources (hereinafter referred to as "DNR"), and the State of Alaska, Department of Education (hereinafter referred to as "DOE").

WHEREAS, the Coast Guard has a need for parking spaces, near Japonski Island Facility; and

WHEREAS, the University and DOE have signed a memorandum of understanding for the University and DOE to jointly manage from DNR the real property which includes the above described parking spaces; and

WHEREAS, the University, DOE and DNR agree that the Coast Guard's needs for parking can be reasonably accommodated within the areas managed by the University and DOE.

NOW THEREFORE, in consideration of the benefits accruing to all parties, all parties agree to make certain real property available for use by the Coast Guard for the purpose of a parking lot, according to the following described terms and conditions:

**AUTHORIZATION**

The Coast Guard is hereby authorized to use a parking lot containing approximately twenty (20) parking spaces including access thereto (hereinafter referred to as the "Parking Lot"), described as Tract B, Survey No. 88-62, on Exhibit A, attached hereto and by these references made a part hereof.

It is understood by the parties that during the term of this Agreement and any extension thereof, the University and DOE will be undergoing a period of campus enhancements including the development of an entrance way and the relocation and construction of buildings and parking lot facilities. The parties agree that the physical location of the parking lot shall be relocated as funding becomes available to complete anticipated improvements. If development of the adjacent real property by the University and/or DOE requires use of the existing parking lot by the University and/or DOE in order to meet University and/or DOE needs, the University and DOE may unilaterally modify this Agreement by changing the legal description and map exhibits describing the parking lot. Provided, however, the University and/or DOE shall provide the Coast Guard with ninety (90) days notice of such modification and the University and DOE shall provide the Coast Guard an alternate parking lot location comparable to the herein described parking lot and convenient to the Coast Guard, the location for which shall be consistent with the ten current master plan for the development of the adjacent real property by the University and/or DOE.

#### TERM

The term of this Agreement (hereinafter referred to as "Term") shall be fifty-five (55) years, commencing September 1, 1992 and terminating on August 31, 2047, unless sooner terminated as herein provided.

Upon mutual agreement by DNR, DOE, the University and the Coast Guard, this Agreement may be renewed.

#### USE

The parking lot shall be used to provide parking for Coast Guard. During hours when the parking lot is not being used by the Coast Guard, the parking lot shall be available for use by other parties.

#### COAST GUARD RESPONSIBILITIES

##### I. Maintenance and Operation of Parking Lot

1. The Coast Guard shall at all times maintain the parking lot and access between the parking lot and its adjacent storage leasehold in a safe, clean and orderly condition.
2. The Coast Guard may make alterations or additions to the parking lot with the consent of the University and DOE, which consent shall not be unreasonably withheld.

**INDEMNIFICATION**

**BOOK 133 PAGE 529**

**INDEMNIFICATION AND HOLD HARMLESS** - To the extent and in the manner allowed by Federal law, including the Federal Tort Claims Act (28 U.S.C. 2671-2680), the Lessee shall defend, indemnify and save the harmless from all liability and expense (including attorney fees) in connection with all claims, suits and actions, of every name, kind and description brought against the Lessor, by any person or entity as a result of or on account of actual or alleged injuries (including death), or damages to any person (including but not limited to all persons directly or indirectly employed by the Lessee, its contractors, subcontractors, or suppliers), entities, and/or property received or sustained, or alleged to have been received or sustained, in connection with or as a result of the above-described activities, except where such injuries, death or damages are caused by the sole negligence of the Lessor.

**DEFAULT AND REMEDIES**

The failure by either party to perform any duty imposed on it by this Agreement, or the failure to conform its conduct to the standards imposed by this Agreement and all applicable statutes, regulations, ordinance rules and codes, shall be deemed a default under this Agreement. If the Coast Guard shall at any time be in default in the performance of any of the term of this Agreement, and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof from the University or DOE, the University or DOE may terminate this Agreement. Each of the following events shall be a default by the Coast Guard and a breach of this Agreement:

- a. Abandonment of the parking lot: "Abandonment" is defined herein as non-use of the parking lot for the purpose permitted by this Agreement for a period of twelve (12) months; or
- b. Failure or refusal to comply with any term, covenant or condition of this Agreement.

In the event of default by the University and DOE, except as otherwise provided herein, the Coast Guard shall provide the University and DOE with thirty (30) days written notice of default, and if needed, the opportunity to cure. If, after thirty (30) days, the University and DOE has failed to cure the default, the Coast Guard may terminate this Agreement.

*PA*

Failure or refusal to comply with any term, covenant or condition of this Agreement shall be a default by the University and DOE and a breach of this Agreement.

In the event either the Coast Guard or the University and DOE brings legal action against the other claiming a breach or default of this Agreement, the prevailing party in such litigation shall be entitled to receive from the losing party the cost of sustaining such action, including reasonable attorney's fees as may be fixed by the court.

**TERMINATION**

1. The Coast Guard may terminate this Agreement at any time prior to the expiration of the Term or any extension thereof by providing the University and DOE with thirty (30) days written notice to the address provide in the "Notice" section of this Agreement.
2. The University or DOE may terminate this Agreement at any time prior to the expiration of the term or any extension thereof, if the Coast Guard is in default of this Agreement, by providing the Coast Guard with thirty (30) days written notice to the address provided in the "Notice" section of this Agreement.
3. All parties entering into this Agreement understand that the University, DOE and DNR are about to enter into a Use Agreement for the subject parking lot and the adjacent real property. If the parking lot is not included in the real property subject to the Use Agreement, or said Use Agreement is terminated prior to the termination of this Agreement, then this Use Agreement shall be automatically terminated as to the participation of the University and/or DOE as appropriate but shall remain in full force and effect with regard to the Coast Guard and DNR, which shall then become entitled to and responsible for all the rights and obligations accruing to the University and/or DOE under terms of this Agreement.
4. The Coast Guard shall deliver to the University and DOE, upon termination of this Agreement or any extension thereof, possession of the parking lot in a clean, well-groomed condition.

1

**NOTICE**

**BOOK 133 PAGE 511**

As used in this Agreement, "Notice" includes, but is not limited to, the written communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices shall be sent certified mail, return receipt requested, to the parties at the addresses shown below and shall be deemed given upon receipt.

Commander(sr)  
MLCPAC  
Coast Guard Island  
Building 50-4,  
Alameda, CA 94501-5100

UNIVERSITY OF ALASKA  
Statewide Facilities Planning & Const.  
Educational Real Estate  
910 Yukon Drive, Suite 211  
Fairbanks, AK 99775

State of Alaska  
Department of Natural Resources  
Div. of Land & Water Management  
400 Willoughby Avenue  
Suite 400  
Juneau, Alaska 99801

State of Alaska  
Department of Education  
Pouch F  
Juneau, Alaska 99811

**ASSIGNABILITY**

The rights granted to and duties assumed by the Coast Guard under this Agreement may not be assigned or delegated by the Coast Guard without prior written consent by the University and DOE, which consent may be withheld for any reason.

**LAWS CONCERNING THE UNIVERSITY OF ALASKA**

This Agreement is made and entered into under and subject to all provisions of the constitution and laws of the State of Alaska and the United States of America. All parties shall perform their obligations and undertakings pursuant to the terms of this Agreement, in accordance with and subject to all of the provisions of the constitution and laws of the State of Alaska and the United States of America, it being specifically understood that all are, by this reference, hereby made a part of this Agreement.

**LEGAL JURISDICTION**

Any civil action arising from this Agreement shall be brought in the Superior Court for the First Judicial District of the State of Alaska at Juneau. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

**PARAGRAPH HEADING**

The descriptive paragraph headings throughout this Agreement are for convenience and reference only. The words contained therein shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

**DISCLAIMER OF WARRANTY**

The coast Guard understands and agrees that DNR, DOE and the University are making no warranties or representations of any kind concerning the parking lot and accepts the same in an "as-is" condition regardless of defects, either patent or latent.

**SUCCESSORS**

Subject to the provisions of this Agreement regarding assignment and subletting, each and all of the terms, covenants and conditions of this Agreement shall be binding on and shall insure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties hereto.

**AMENDMENTS**

This Agreement may be amended from time to time as may be necessary by mutual consent of all parties. No amendment to this Agreement shall be effective unless in writing and signed by the parties.

**SEVERABILITY**

If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

**INTEREST**

This Agreement conveys no interest in the parking lot to the Coast Guard. During the term of this Agreement, full ownership authority over the parking lot rests with the University and DOE.

**RELATIONSHIP**

This Agreement shall in no way be construed so as to create a joint venture, agency, employment or partnership relationship between the University, DOE, DNR and the Coast Guard.

**TIME**

Time is of the essence in this Agreement; time specifications contained herein are to be strictly interpreted.

**REPRESENTATION AS TO AUTHORITY**

Each signatory to this Agreement represents and warrants that it has the authority and is authorized to enter into this Agreement.

**ENTIRE AGREEMENT**

This Agreement and the exhibits and documents referred to herein set forth all of the terms, conditions, covenants and agreements of the parties relative to the subject matter hereof and supersede any and all former agreements, oral or written, which, upon the execution and delivery hereof, are hereby terminated and of no further force and effect. There are no terms, conditions, covenants or agreements with respect hereto except as herein provided.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

**UNITED STATES COAST GUARD**

**UNIVERSITY OF ALASKA**

By:   
RALPH C. VACA  
Acting Chief, Real Property Branch  
By direction  
COMMANDER, MAINTENANCE AND  
LOGISTICS COMMAND PACIFIC

By:   
JOHN DICKINSON  
Director, Real Estate

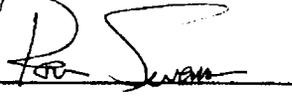
Date: 8-4-99

Date: 7/30/92

**DEPARTMENT OF EDUCATION**

**DEPT. OF NATURAL RESOURCES**

By:   
Date: 8/10/92

By:   
Date: 3/24/93

*9th*



BOOK 133 PAGE 515

After recording in the Sitka Recording District, this document must be returned to the Department of Natural Resources, Division of Land, Southeast Regional Office, 400 Willoughby Avenue, Suite 400, Juneau, Alaska 99801.

2188

<u>Sitka</u>		REC. DIST.
DATE	<u>10-26</u>	19 <u>98</u>
TIME	<u>8:51</u>	<u>A</u> .M.
Requested By	<u>AS/DNR</u>	
Address	_____	



**LEASE AGREEMENT  
SITKA LAND LEASE – MAPLE CST  
COAST GUARD CONTRACT DTCG89-05-L-J-DL-020**

**State of Alaska  
Department of Education & Early Development  
801 W. 10<sup>th</sup> Street, Suite 200  
Juneau, AK 99801**

This Lease Agreement is made and entered into this 21th day of December, 2004, between the State of Alaska, Department of Education & Early Development, (hereinafter referred to as "the Lessor"), by the authority in AS 14.07.030(6), and the United States Coast Guard, acting by and through the Commander(s), Maintenance and Logistics Command Pacific, whose address is 1301 Clay Street, Suite 700N, Oakland, CA 94612-5203 (hereinafter referred to as "the Lessee").

WITNESSETH:

WHEREAS, the Lessor has undertaken the necessary administrative actions under applicable laws and regulations to fully authorize and enable the lease of the Parcel described herein, which is acknowledged by the Lessee by his signature hereto;

WHEREAS, the Lessee is aware of the provisions of Title 38, Alaska Statutes, Title 22, Alaska Administrative Code, and other applicable laws, regulations, and ordinances, and fully understands the duties and obligations of the Lessee under this Lease, and the rights and remedies of the Lessor,

NOW THEREFORE, the Lessor and the Lessee, in consideration of the mutual covenants and conditions stated in this Lease, agree as follows:

Initials:  
Lessor KJR & Lessee WJ

The Lessor agrees to lease to the Lessee the following parcel of land (hereinafter referred to as "the Parcel"), in the Sitka Recording District, First Judicial District, Alaska:

A tract of land located within Alaska State Land Survey No. 88-62 Tract C a subdivision of Lot 15, U.S. Survey 1496 and is within the North East ¼ Section 2 Township 56 South, Range 63 East of the Copper River Meridian, Alaska and is more particularly described as follows:

Commencing at the recovered Corner 4 of Tract C ASLS No. 88-62, marked by a 5/8" rod, from which the recovered Corner 10 of said Tract C, marked by a 3-1/2" aluminum cap monument set flush with the ground, bears N63°37'14"W a distance of 195.12 feet, thus being the **Basis of Bearing** for this legal description; thence N32°44'45"W along the property line between Corner 4 and Corner 3 of said Tract C a distance of 12.95 feet to the **True Point of Beginning** for this description.

Thence S57°11'35"W a distance of 60.29 feet marked by a rebar with a 2" aluminum cap; thence N33°04'24"W a distance of 108.66 feet to a curve concave to the West having a radius of 100.00 feet and a central angle of 26°53'01" along the proposed Right-of-Way of Seward Avenue and being subtended by a chord which bears N19°20'25"W 46.49 feet; thence Northerly and Northwesterly along said curve a distance of 46.92 feet; thence N32°46'56"W along said proposed Right-of-Way a distance of 102.06 feet; thence N57°11'45"E a distance of 110.40 feet to the witness corner to the meander corner, marked by a rebar with a 2" aluminum cap; thence continuing along said line a distance of 19.44 feet to the original meander line for said Tract C; thence S38°43'E along said meander line a distance of 39.17 feet; thence S39°30'E along said meander line a distance of 62.04 feet; thence S32°27'E along said meander line a distance of 66.66 feet; thence S29°00'E along said meander line a distance of 14.67 feet more or less to the Meander Corner common with Tract B and C ASLS 88-62; thence S57°11'45"W along the common line of said Tracts B & C a distance of 16.36 feet, to the Witness Corner of said Meander Corner marked by a rebar with a 2" aluminum cap; thence continuing along said line a distance of 73.36 feet more or less to Corner 3 of said Tract C, marked by a rebar with a 2" aluminum cap; thence S32°44'45"E along the property line between Corners 4 and 3 of said Tract C a distance of 74.05 feet more or less to the **True Point of Beginning**, containing 30,071 square feet more or less and all according to the attached **Exhibit A**.

EXCEPTING AND RESERVING THEREFROM, to the Lessor and its assigns during the term of this Lease, the following specific interests which shall be in addition to and not in derogation of any general reservations to the Lessor which are required by law and which may be stated elsewhere in this Lease:

Subject to all platted easements and reservations.

TO HAVE AND TO HOLD the said parcel with their appurtenances for the term beginning on January 1, 2005 through September 30, 2005, and thirty nine (39) successive Federal fiscal years

Initials:  
Lessor Kgr & Lessee lon



commencing on October 1 through September 30 thereafter, subject to the termination and renewal rights as may be hereinafter set forth.

LEASE COMPENSATION: (a) the Lessee shall pay to the Lessor compensation as follows, without the necessity of any billing by the Lessor: A prorated amount for said Federal fiscal 2005 term of Seven Thousand Five Hundred Dollars (\$7,500.00) and then equal annual payments, in arrears, every year thereafter during said term at the rate of Ten Thousand Dollars (\$ 10,000.00) per year; provided Congress grants annual appropriations. The Lessor may, upon 10 days' written notice, review and copy any records of the Lessee that are necessary to verify the Lessee's compliance with this paragraph.

(b) In accordance with AS 38.05.105, the lease compensation is subject to adjustment by the Lessor at the commencement of the sixth year of the term and every fifth year thereafter (the "adjustment date"). The compensation adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date.

(c) The Lessee shall all make utility payments directly to the responsible utility company.

It is agreed that the covenants, terms and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

THE LESSOR AND THE LESSEE FURTHER COVENANT AND AGREE AS FOLLOWS:

1. Use of the Parcel. The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances, and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution and sanitation control. The Lessee shall not permit any unlawful occupation, business or trade to be conducted on the Parcel. The Lessee shall properly locate himself and his improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances, and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to prevent or suppress grass, brush, or forest fires, and to prevent erosion or destruction of the land.

2. Permanent Improvements. The Lessee must within 90 days of completion of any site improvements including, but not limited to, structural improvements, clearing, leveling excavation, and backfill, file with the Lessor adequate and reasonable documentation of such improvements, setting forth all applicable costs and quantities.

3. Encumbrance of Parcel. The Lessee, during the term of the Lease, shall not encumber or cloud the Lessor's title to the Parcel, or any portion thereof, nor enter into any lease, easement, or other obligation of the Lessor's title without the prior written consent of the Lessor, and any such act of omission, without the prior written consent of the Lessor, shall be void against the Lessor.

Initials:

Lessor Kgd & Lessee LD



4. Assignment of Parcel. The Lessee may not assign or sublet the Parcel, without the prior written approval of the Lessor. The Lessor may approve such assignment or subletting if the Lessor finds it to be in the best interest of the State. No assignment or subletting of the Parcel shall be approved until the assignee agrees to be subject to and governed by the provisions of the Lease in the same manner as the original Lessee. No such assignment or subletting will be effective until approved by the Lessor in writing. No assignment or subletting of the Parcel, or any portion thereof, by the Lessee shall annul the Lessee's obligation to pay the rent herein required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest, including any exposed airspace thereon, shall occur.
5. Denial of Warranty Regarding Conditions. The Lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the Parcel, to include, without limitation, the soil conditions, water drainage, natural or artificial hazard which may exist, or the profitability or fitness of the Parcel for any use.
6. Agreement to Terms of Lease Documents. The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors and assigns and shall inure to heir benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants contained herein.
7. The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.
8. Valid Existing Rights. This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations or other interests in land in existence on the date of execution of this Lease.
9. Inspection. The Lessor shall have reasonable access, by appointment and consent will not be unreasonably withheld, to the Parcel for purposes of inspection regarding the faithful performance of the covenants and conditions of this Lease and for the performance of other lawful requirements. The Lessor recognizes that there may be periods of deployment that restrict accessibility for up to 15 days.
10. Surface Reservations. Unless otherwise stated in this Lease or in an attachment or amendment hereto, the Lessee shall not sell or remove for use elsewhere any of the surface resources of the parcel, e.g., stone, gravel, sand, peat, topsoil, timber, or any other material valuable for building or commercial purposes, without the consent of the Lessor which consent will not be unreasonably withheld.
11. Acquisition of Rights or Interests. Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that

Initials:

Lessor Kjn & Lessee LRD



term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.

12. Land Alterations Due to Natural or Artificial Causes. The Parcel described herein shall constitute the entire Parcel of property to be leased by the Lessor to the Lessee pursuant to this agreement. If, through natural or artificial caused accretion or reliction of land occurs contiguous to the Parcel, the Lessee shall have no right to occupy or use such accreted land unless a separate lease is entered with the Lessor with respect to such lands. The parties agree and stipulate that the rules of law usually applicable to accretion or reliction of land shall not apply to this Lease, nor to the Parcel leased hereunder, in order that the parties may give effect to the provision agreed upon herein.

13. Waiver of Forbearance. The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease nor destroy or in any manner impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

14. Breach and Remedies.

(a) Time is of the essence in the Lease Agreement. If the lessee shall breach the performance of any of the terms, covenants, conditions or stipulations contained herein or attached hereto, and said breach shall not be remedied within 30 days after written notice of such breach has been served upon the Lessee and the holder of a security interest by the Lessor, the Lessee shall be subject to such legal action as the Lessor shall deem appropriate, including, but not limited to, the termination of this Lease, provided that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lease may be in breach. In the event that this Lease is terminated for breach of any of the covenants or conditions contained herein or attached hereto, all rents paid by the Lessee shall be forfeited to and retained by the Lessor not as a penalty but as liquidated damages. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to termination.

(b) If the Lessee fails to cure or remedy a breach of default within the time allowed in (a) of this paragraph, the holder of a security interest who has received notice under (a) of this

Initials:

Lessor Kgn & Lessee Len



paragraph may cure or remedy the breach or default. If the breach or default can be cured by the payment of money or, if this cannot be done, by performing or undertaking in writing to perform the terms, covenants, restriction and conditions of the lease capable of performance by the holder. The holder shall act within 60 days from the date of the receipt of notice under (a) of this paragraph, or within any additional period which the Lessor may allow for good cause.

(c) In the event that this Lease is terminated, or in the event that the Parcel, or any part thereof is abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or re-enter and take possession of said Parcel, or any part thereof, and without liability for any damage therefore, remove all persons and property therefrom either by summary proceedings or by suitable action at law; provided, however, that the words "enter" and "re-enter" as used herein are not restricted to their technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or in part, for any monetary liability under the Lease.

15. Ownership of Improvements. Permanent improvements placed on the Parcel by the Lessee are the Lessee's property throughout the term of this lease.

16. Maintenance and Construction.

(a) The Lessee shall keep the Parcel and all improvements neat and presentable at the Lessee's own expense.

17. Fuel, Ordnance, and Hazardous Materials.

(a) The Lessee shall fully and promptly comply with all applicable federal, state, and local environmental laws, regulations, ordinances, and administrative and judicial orders and other requirements in every aspect relating to the use of the Parcel, including, if any, generation, recycling, reuse, sale, storage, handling, transportation, release and disposal of any hazardous materials.

(b) The Lessee shall assure the security on the Parcel of all fuel, ordnance, and hazardous materials.

18. Disposition of Improvements. At the expiration, termination, or cancellation of this Lease, the disposition of all Lessee-owned permanent improvements on the Parcel will be as follows:

(a) The Lessee may remove the permanent improvements owned by the Lessee, at the Lessee's sole expense, within 180 days;

(b) The Lessee may sell the permanent improvements owned by the Lessee to the succeeding lessee of the Parcel within a period specified by the Lessor that is not less than 30 days.

Initials:

Lessor kgm & Lessee go



(c) Within 30 days of the expiration, termination, or cancellation of this Lease, the Lessee may request in writing that the Lessor sell the permanent improvements owned by the Lessee at public auction with the proceeds from the sale of the improvements going to the Lessee, less administrative costs of the auction and obligations owed under the Lease to the Lessor; or,

(d) After written notice, the Lessor may require that the permanent improvements owned by the Lessee be removed at the Lessee's sole expense within 60 days, if:

(1) The permanent improvements are not removed or sold under (a), (b), or (c) of this covenant; or,

(2) The Lessor finds in writing that the permanent improvements are incompatible with the Lessor's intended use of the property or are a hazard to the public health and safety.

19. If the Lessor requires the Lessee to remove permanent improvements, pursuant to General Covenant No. 18(d), the Lessor may grant additional time for the removal of improvements for good cause shown.

20. At the expiration, termination, or cancellation of this Lease, the disposition of all Lessee-owned personal property, including equipment, and trade fixtures on the Parcel will be as follows:

(a) The Lessee may remove personal property owned by the Lessee, at the Lessee's sole expense, within 60 days,

(b) The Lessee may sell personal property owned by the Lessee to the succeeding lessee of the Parcel within a period specified by the Lessor that is not less than 30 days; or,

(c) After written notice, the Lessor may require that the personal property owned by the Lessee be removed at the Lessee's sole expense within 60 days, under any of the following conditions:

(1) The personal property has not been removed or sold under (a) or (b) of this covenant.

(2) The Lessor requires the permanent improvements be removed under General Covenant 18(d).

21. Any improvements or other property, real or personal, owned by the Lessee that is not disposed of pursuant to General Covenants 18-20 will be considered abandoned and title will, at the Lessor's option, vest in the Lessor.

22. If the Lessor requires the Lessee to remove any or all of the Lessee's improvements or other property, real or personal, and the Lessee does not remove the improvements or property

Initials:

Lessor Kgh & Lessee lro



within the required time, the Lessor may remove and dispose of the improvements or property, real or personal. All costs associated with the removal and disposal, including administrative and legal fees, will be subject to a federal claim for reimbursement by the Lessor.

23. After the expiration, cancellation, or termination of this Lease, the Lessee shall continue to pay rent to the Lessor for the Parcel until the Lessee's permanent improvements and personal property have been removed from the Parcel, or sold in accordance with this covenant, and the Parcel has been returned to the Lessor in a clean, neat and presentable condition to the satisfaction of the Lessor and any required environmental remediation of the Parcel has been completed.

24. Indemnification. The Lessee, in the manner and to the extent provided by the Federal Tort Claims Act (28 USC §2671-2680 as amended), shall be liable for, and shall hold the Lessor harmless from, claims for damage or loss of property, personal injury, or death caused by the acts or omissions of the Lessee, its officers, employees, and agents in the use of the Parcel.

25. Anti-Deficiency Act. (31 USC §1341 as amended). Nothing in this Lease shall constitute an obligation of funds of the United States in advance of an appropriation thereof.

26. Surrender of Leasehold. Upon the expiration, termination or cancellation of this Lease the Lessee shall quietly and peaceably leave, surrender and yield up unto the Lessor all of the Parcel.

27. Notices. All notices required or permitted under this Lease Agreement shall be made to the parties at the following addresses:

To the Lessor: Alaska Department of Education & Early Development  
801 W. 10<sup>th</sup> Street, Suite 200  
Juneau, AK 99801

To the Lessee: Commander (s)  
U.S. Coast Guard  
Maintenance & Logistics Command Pacific  
1301 Clay Street, Suite 700N  
Oakland, CA 94612-5203

Lessee Payments: Accounting Data: 2/J/501/117/30/0/DL/7117/2329

U.S. Coast Finance Center (Team 2A)  
1430A Kristina Way  
Chesapeake, VA 23326-1000

Initials:  
Lessor Kgn & Lessee CR



28. Integration and Modification. This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

This lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.

29. Severability of Clauses of Lease Agreement. If any clause, or provision, herein contained, shall be adjudged to be invalid, it shall not affect the validity of any other clause or provision of this Lease or constitute any cause of action in favor of either party as against the other.

30. This lease shall be subject to the "General Clauses (Acquisition of Leasehold Interests in Real Property)", designated Exhibit "B", and attached hereto and made a part hereof.

31. This lease supersedes a use agreement recorded in the Sitka Recording District on October 26, 1998, Book 133, Pages 507 through 515.

(Leave This Blank)

Initials:  
Lessor Kgn & Lessee U.S.



IN WITNESS WHEREOF the State of Alaska, as Lessor, acting through the Commissioner of the Department of Education & Early Development, and the Lessee have caused these presents to be executed, and have hereunto set their respective hands, agreeing to keep, observe and perform the applicable statutes, as amended, the rules and regulations promulgated thereunder, and the terms, conditions and provisions herein contained or attached, which on the Lessor's or the Lessee's respective parts are to be kept, observed and performed.

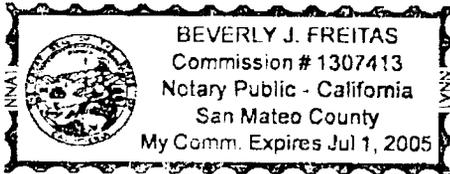
LESSEE:

Leslie B. Decena  
(Signature)

Leslie B. Decena REALTY SPECIALIST  
(Typed/Printed Name and Title)

STATE OF CALIFORNIA )  
County of San Mateo ) ss.

THIS IS TO CERTIFY that on this 17<sup>th</sup> day of December, 2004, before me appeared LESLIE B. DECENA, known to me to be the person named in and who executed the Lease and acknowledged voluntarily signed the same.



Beverly J. Freitas  
Notary Public in and for the State of California  
My Commission expires: July 1, 2005

\*\*\*\*\*

LESSOR:

Shirley Helgell  
Deputy Commissioner  
Alaska Department of Education & Early Development

STATE OF ALASKA )  
First Judicial District ) ss.

Initials:  
Lessor Kgn & Lessee LD



THIS IS TO CERTIFY that on this 22<sup>nd</sup> day of December, 2004, before me appeared Karen J. Redfield, known to me to be the person named in and who executed the Lease and acknowledged voluntarily signed the same.



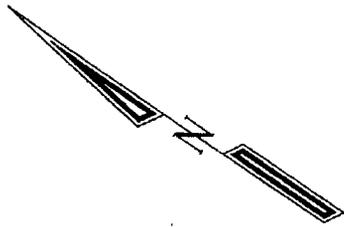
Donna M. Herley  
Notary Public in and for the State of Alaska  
My Commission expires: 11-21-2005

After recording return to:  
State of Alaska  
Department of Education & Early Development  
Facilities  
801 West 10<sup>th</sup> Street, Suite 200  
Juneau, AK 99801

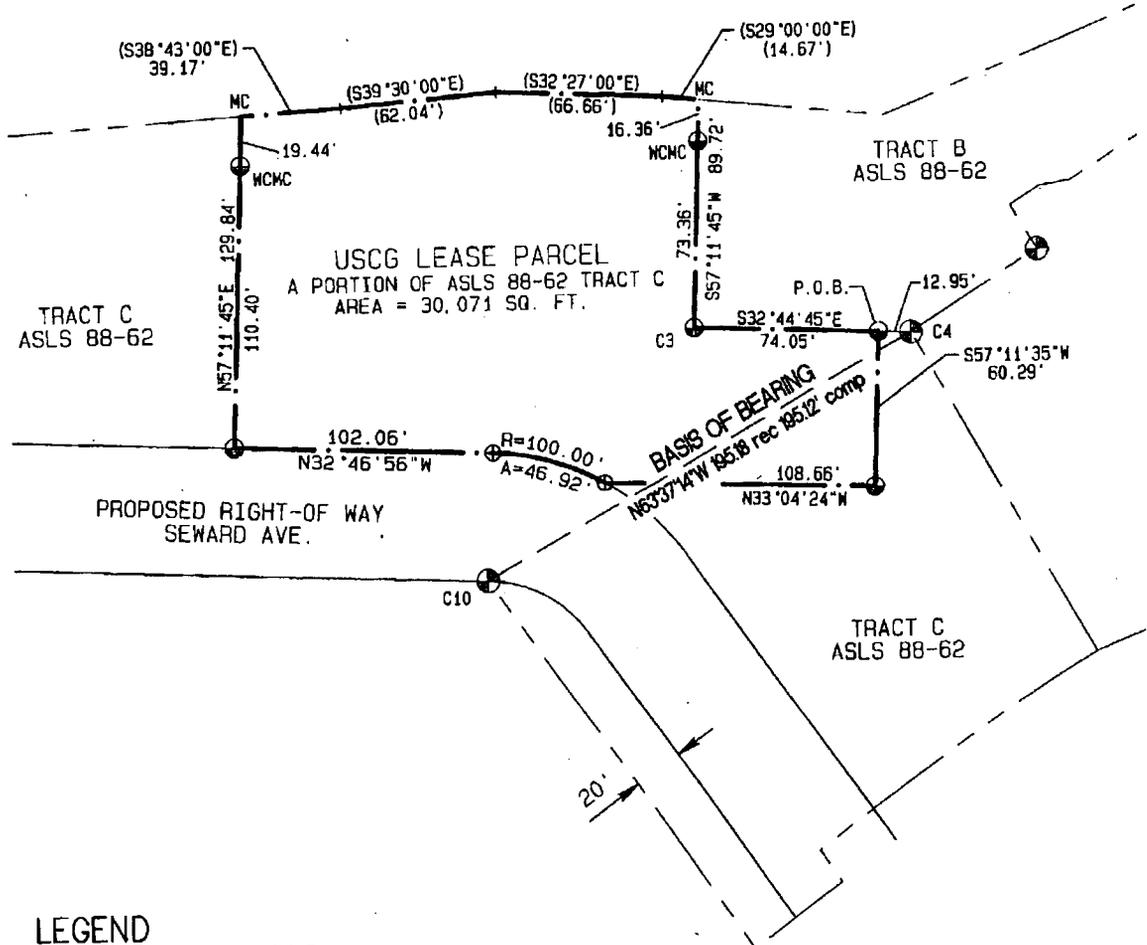
“State Business-No Charge”

Initials:  
Lessor KJR & Lessee VR





# SITKA HARBOR



## LEGEND

- ⊕ SET 2" AL. CAP GROUTED IN CONCRETE
- ⊙ FOUND MONUMENT
- SET REBAR W/ 2" AL. CAP

## SURVEYORS CERTIFICATE

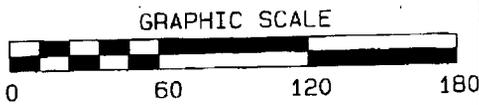
I MAYNARD L. TAYLOR, REGISTRATION NO. 7624  
DO HEREBY CERTIFY THAT I WAS IN RESPONSIBLE  
CHARGE OF THE SURVEYING DESCRIBED IN THIS  
EXHIBIT AND THAT TO THE BEST OF MY KNOWLEDGE THE  
INFORMATION PRESENTED HEREIN IS TRUE AND CORRECT.

11/03/04  
DATE

*Maynard Taylor*  
SIGNATURE



EXHIBIT 'A'



DRAWN MT	Peratrovich, Nottingham & Drage	PARCEL OF LAND	FB SITKA 2003
CHKD RI	Engineering Consultants	LEGAL DESCRIPTION EXHIBIT	GRID N/A
DATE 11-03-04	3220 HOSPITAL DR. STE. 200	ALL WITHIN	PRJ. NO 042059
SCALE AS SHOWN	JUNEAU, ALASKA 99801	SECTION 2, TOWNSHIP 56 SOUTH,	DWG. NO. 1 OF 1
		RANGE 63 EAST, C.R.M., ALASKA	
		SITKA RECORDING DISTRICT	

**EXHIBIT B**

**GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)**

<b>CATEGORY</b>	<b>48 CFR Ref.</b>	<b>Clause Title</b>
INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY	552.270-1	
PAYMENT	552.232-76	Electronic Funds Transfer Payment
	52.232-23	Assignment of Claims
DISPUTES	52.233-1	Disputes

Initials:

Lessor *KJA* & Lessee *(B)*

EXHIBIT ( B )



**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**552.270-1 - INSTRUCTIONS TO OFFERORS - ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (MAR 1998)**

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:
- (i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
  - (ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

**552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000)**

(a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:

- (1) Designate a financial institution for receipt of EFT payments.
- (2) Submit this designation to the Contracting Officer or other Government official, as directed.

(b) The Lessor must provide the following information:

- (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
- (2) Number of account to which funds are to be deposited.
- (3) Type of depositor account ("C" for checking, "S" for savings).
- (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit a "Payment Information Form," SF 3881, before payment can be

Initials:

Lessor *[Signature]* & Lessee *[Signature]*

EXHIBIT ( B )



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processed.

(c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the:

- (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
- (2) Lessor's name.
- (3) Lease number.

(e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

#### 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

#### 52.233 - 1 - DISPUTES (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

Initials:

Lessor   Lgk   & Lessee   LND  

EXHIBIT ( B )



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(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Initials:

Lessor Kjrl & Lessee lmo

EXHIBIT ( B )



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