CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, February 14th, 2018

I. Call to Order (5:00 p.m. at City Hall Conference Room 224)

II. Roll Call (Don Etheridge, Tom Donek, David Lowell, Mark Ridgway, Bob Janes, David Seng, Robert Mosher, Weston Eiler, and Budd Simpson)

III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED

IV. Public Participation on Non-Agenda Items (not to exceed five minutes per person, or twenty minutes total)

V. Approval of Thursday, January 18th, 2018 Operations/Planning Meetings Minutes

VI. Consent Agenda - None

VII. Unfinished Business

1. Public Policy on Use of Docks & Harbors Managed Properties
   Presentation by the Port Director

Committee Discussion

Public Comment

Committee Discussion/Action

MOTION: TBD

2. FY19 & FY 20 Budget
   Presentation by the Port Director

Committee Discussion

Public Comment

Committee Discussion/Action

MOTION: TO APPROVE THE DOCKS & HARBORS FY19 & FY20 BUDGET.

VIII. New Business

1. Tidelands Lease Rent Adjustment: Yankee Cove Development- ATS 1677
   Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO ADJUST THE ANNUAL MARKET RENT TO 12¢/SF FOR 36,786 SF AT YANKEE COVE TIDELANDS, RESULTING IN $4,414.32/ YEAR LEASE.

2. Don D. Statter Harbor – Breakwater Covering Project
   Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TBD

3. Alaska State Trooper Vessel ENFORCER – Auke Bay Marine Station Moorage
   Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO PROVIDE MOORAGE TO THE ALASKA STATE TROOPER VESSEL ENFORCER AT A RATE CONSISTENT WITH THE DOUGLAS, HARRIS AND AURORA HARBORS.

IX. Items for Information/Discussion

1. Potential Auke Bay Fish House Lease with UAS
   Presentation by the Port Director

Committee Discussion/Public Comment

2. FY2019 Moorage Rates – No Anchorage CPI Adjustment
Presentation by the Port Director

Committee Discussion/Public Comment

3. Flag Pole Project with Taku Smokeries
Presentation by the Port Director

Committee Discussion/Public Comment

4. Alaska Clean Harbors Update
Presentation by the Port Director

Committee Discussion/Public Comment

5. Docks & Harbors Job Postings
Presentation by the Port Director

Committee Discussion/Public Comment

X. Staff & Member Reports

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, March 21st, 2018.**

XII. Adjournment

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING MINUTES
For Thursday, January 18th, 2017

I. Call to Order The meeting was called to order at 12:00 p.m. in City Hall Conference Room 224.

II. Roll Call The following members were present: Don Etheridge, Tom Donek, Mark Ridgway, Bob Janes, Robert Mosher, and Budd Simpson.

Absent – Weston Eiler, David Lowell, and David Seng

Also Present: Carl Uchytil-Port Director, Gary Gillette-Port Engineer, and Matthew Creswell-Harbor Operations Manager.

III. Approval of Agenda

MOTION By MR. ETHERIDGE: TO APPROVE THE AGENDA AS AMENDED AND ASK FOR UNANIMOUS CONSENT.

Motion passed with no objection.

IV. Public Participation on Non-Agenda Items – None

Carl Uchytil introduced Katie Katchel, Federal Lobbyist from DC

V. Approval of Wednesday, December 13th, 2017 Operations/Planning Meetings Minutes

MOTION By MR. ETHERIDGE: TO APPROVE THE DECEMBER 13th, 2017 MEETING MINUTES AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

VI. Consent Agenda - None

VII. Unfinished Business

1. Public Policy on Use of Docks & Harbors Managed Properties

Mr. Uchytil said this is the first attempt at drafting a policy position on how we manage our properties, what properties we make available, and under what circumstance to private enterprise. At the previous Committee meeting, Mr. Uchytil said he was directed to draft a policy statement after discussing Mr. Heumann's request for an extension of the use permit issued last year for Tracy's Crab Shack, as well as a request for 360 square feet of additional lease property adjoining the People's Wharf. Mr. Uchytil said he met with Mr. Donek, Mr. Simpson, and Mr. Janes on two occasions. In the packet is draft version 3.0 and he knows this is still a work in progress. He is looking for feedback from

the Committee for changes and modifications and giving the public an opportunity to provide comment on this document.

Committee Questions

Mr. Ridgway asked if staff found any kind of reference materials for this policy draft?

Mr. Uchytil said he wanted to provide the Board's authority and what Docks & Harbors does. We own and manage all kinds of properties and there are various ways they are currently managed. Mr. Uchytil said he wanted to portray what he thought the Board was trying to accomplish, what the pros and cons of developing are, what the public considerations are, cascading down to what the policy statement should be. The idea being that we have a statement we can refer to as we go forward working with Mr. Heumann and the needs of our community.

Mr. Ridgway noted that Juneau is pretty unique and wondered if the wording was taken from other policies already in place or if other policies were taken into consideration.

Mr. Uchytil said he took information from Title 85 to draft this policy and bring forward to the Committee.

Mr. Janes said as they worked on this policy, they found confusion on what "Seawalk" meant and asked that "Seawalk" be defined so everyone could have the same understanding on what was being discussed.

Mr. Simpson said there is a distinction between what we think of as the Seawalk and other Docks & Harbors owned or managed properties or facilities. The intention of this policy is to cover both the Seawalk and some of the other facilities through the main downtown area. The Seawalk is something specific within this area, but this would cover parking areas and docks as well.

Mr. Uchytil said they were trying to draft a policy that would cover all of the property holdings throughout the CBJ. The Seawalk was previously defined as the docks from Marine Park to South Franklin Street Dock. We don't own or manage the new Seawalk from Bridge Park to Egan.

Mr. Simpson asked if this policy would apply at the new facilities at Statter Harbor.

Mr. Uchytil said yes, it would. He wants to consider every user group to see if there are any consequences that the certain user groups would run into that hasn't been considered already. For example: the Coast Guard leasing the facility at the Auke Bay Marine Station.

Mr. Uchytil said Page 15 in the agenda packet is the map that shows the ownership areas along the water. He pointed out properties that are leased out and what Docks & Harbors owns and manages.

Mr. Janes stated for clarification that any area decked over, for the purpose of moving pedestrians and equipment, between Marine Park and Taku Smokeries is where this policy points to when we talk about commercial use on the Seawalk.

Mr. Simpson said that's his understanding as well, along with any future decked over areas that may be in the plans somewhere. If it isn't clear in the document, we should make it clearer for consensus.

Public Comment

Kirby Day, Juneau AK, Franklin Dock & TBMP

Mr. Day said he is here to ask the Committee to think long and hard before they lease or provide public lands on the Seawalk area to commercial businesses. The purpose of opening up the Seawalk was for public access. With the unknown of how much it is going to be used in the summer, and the potential growth in passenger numbers, the Seawalk should be given the time to mature and see what it can handle, besides the pedestrian traffic. He said the Committee needs to consider where there are already food stands or jewelry businesses because there are people who have made investments in buildings and investments in their businesses around town. There is also the Archipelago lot where there will be places for food stands and retail businesses, so to go out and lease a three square foot area to someone on the Seawalk could have negative impacts on the businesses that are already there and trying to develop their business and tenants. He said it is very important to open the Seawalk for comfortable access and it deserves at least a year to see how everything is going to materialize. The policy, understanding that it is a draft, states in #3 that it will refrain from providing public lands that would compete with private sector investments, and that's a good way forward. On #4 in the policy draft, "compelling public purpose", he said this may become an issue and Docks & Harbors may have to explain this in court for a very long time.

Mr. Simpson said if the policy isn't clear enough, they will need to clarify more, but he didn't hear anything that wasn't part of the consensus of the group.

Daniel Glidmann, Juneau AK, Goldstein Properties

Mr. Glidmann read from his letter that he had previously submitted to the Committee regarding Goldstein Properties' affiliation with the downtown waterfront area and how leasing public lands for commercial use could negatively impact established businesses and property values. He stated that there were surveys done in the early days of the Seawalk, it was one of the few universally supported projects from the community, and it would be a place to escape from the chaos of downtown in the summer time. He hopes the policy would be designed in a way to stay true to this vision. He is concerned about terminology like "providing public lands", define "providing", "compelling public purpose", define "compelling", define "needed", define "public"; it may not all be very clear in this document. When talking about complimenting private sector enterprise, he'd like the Committee to consider at whose cost you're complimenting; someone else

always pays for someone else's decision. What other private sector may be harmed by this policy? What is the purpose of leasing public land? If it's for money, by allowing leases to adjacent property owners only, you are effectively devaluing my property. The Goldstein Property is not sitting on the waterfront, not having those same lease opportunities, am I going to be compensated for not having waterfront property? I don't have those same lease opportunities. Am I going to be going to the Assessor's Office saying because I don't have waterfront property, I want adjustment to my property value? Businesses close for a variety of reasons, one may be public use on seasonal basis. I lease about 70,000 square feet in downtown, with many tenants on the edge and a few who aren't going to survive. Those tenants are directly affected by pop-up businesses in the summer that divert tourists from that part of Juneau and the City has worked very hard to encourage tourists to go to this area. When you discuss leases on the waterfront, past lease history does not necessarily justify new leases. Leasing was previously done with many more options. There is much less opportunity now. Please consider how much those leases mean to the general public. Unfettered public lands with public access to the waterfront is, he feels, one of the most important obligations of Docks & Harbors and the City and Borough.

William Heumann, Juneau AK

Mr. Heumann said he was pleased when he saw the effort put in to developing the policy and the timeliness of it. He said the document is a sound document and thinks it is important to recognize there are lease holdings on the waterfront and the idea that they be held static, no changes in the lease lines, is difficult to grasp. The Princess Dock may need a little more room for landing the ships or something, then, under this policy statement, they can't do that. Taku Smokeries has more fishing boats coming to town, then they can't do that. He thinks the idea of doing anything other than what is suggested would be a mistake. He believes there is a classic problem here that has been developing for years. As far as the idea of the opportunity of leasing being kind of unfair to other businesses or other property owners, the reality is the ability to lease that land has been there for many years. This isn't a new idea. Real estate investors who wish to make an investment in Juneau and purchase a piece of property can evaluate what kind of opportunities come with that piece of property. Some cases have a lot of great plans and you can develop it. Other cases you have the possibilities of working with public entities or to develop your property; that kind of goes with the territory. The reality is interested business owners can come and make an offer to buy my property and that's the same opportunity I may have right now. He doesn't think it's really fair to say just because there are certain opportunities to this one property owner you should take that away, kind of in a sense equalize all the pieces of property into one little box. The fundamental question here is being raised and I believe you've dealt with it.

Eric Forst, Juneau AK, Downtown Business Association

Mr. Forst was asked to come on behalf of the DBA Board. The consensus of the DBA Board was that of concern regarding the policy and allowing commercial development of the Seawalk. He said the Docks & Harbors Board needs to be careful in how they

develop that and that a lot of the reason it has been successful is because it is free of development and it is open for locals and for those visitors coming to town without being bombarded as soon as they get off the ship. They also think it has the potential to have negative impacts on those brick and mortar businesses that have invested heavily on South Franklin.

Mr. Simpson asked if there was anything specific from this draft policy that is offensive to the DBA, because he believes the policy says something consistent with what he understands to be their position?

Mr. Forst said he felt this was a good starting point for the policy.

David Summers, Juneau AK

Mr. Summers said he appreciates the efforts put forward from the staff and Board members who put in their time to work on this policy. However, this policy is not at all ready to move forward out of this committee. He said this is a good starting point to talk about the different entities involved. The scope of this is much broader than just the downtown area. This could devalue already existing land ownerships and it could stifle entrepreneurships. It gets more specific when you say it's only for adjacent land owners. There could be a student at TMHS who has a great, incubator opportunity that has no opportunity to even start to talk about this, because of the way this policy is written. The Onboard Marketing Program has a major effect on this market place. There are three major marketing companies that work with all of the cruise ships to promote products for sale. So what that did, over the past 20 years, is create a false economy. For the most part they're jewelry centric, they are Caribbean based operators who promote to passengers. What happened is the cruising public has gone from a post-World War II generation to a Baby Boomer generation. They're smarter, they're faster, and they're stronger. The rents have come down. We had a few instances on the docks, with lots of jewelers, where land owners ended up in trouble. Right now we see a land owner on the waterfront who has non-local businesses that contribute very little to our economy, other than the sales tax, who has the same problem. The rents are going down. When you look at this ask, which is driving this policy decision, this ask is asking for the public and Docks & Harbors to take on the burden of lower rents. The reality is anyone could come in and buy that property. At the same time, it's a free market, property owner could adjust their rental rates to accommodate what they personally want to do with their tenant. That's not the public's problem. The market has changed and the land owners who are in a position where their rent is coming down and other people are more educated and aren't investing in those high margin jewelry products. Therefore, the tenants aren't available and they want us to compensate them for their rent needing to come down from what they personally want to have from their own tenants. That's not your problem and you shouldn't create a policy to address that issue. A couple other things affecting this are the archipelago lot. There's been some discussion about how this policy is affected by how some businesses may be displaced. There may be some food carts or other vendors who may be displaced. Therefore there may be some sentiment in writing this policy to be more business friendly or incubator friendly. Morris Communications went through a

process where they were a media company; they went through bankruptcy trouble, now they're a property company. There has been an effort by local vendors to come and say the City needs to be business friendly. There are unintended consequences there, that also is another false economy that may be affecting how this policy is made. As we sit here right now, there is a moratorium on leases in the downtown area on the waterfront area. It should stay that way for at least the remainder of the season, because the policy needs more consideration before it moves forward. The permit for the operator has been extended and renewed for Mr. Heumann to continue to operate through the season. His suggestion is to leave the moratorium in place for the rest of the season, leave the temporary permit in place, get this policy out to everyone, and take your time, and do it right.

Mr. Simpson asked for clarification in what Mr. Summers was objecting to. He felt that the way Mr. Summers felt is what this policy is trying to show.

Mr. Summers said he felt the policy has such undefined language that people could argue and fight that they should have the opportunity to develop. And because he's not a property owner right now, this policy would eliminate him from bidding on any adjacent properties. Existing property owners are going to have great objections to leasing out adjacent property and objections from others for not letting them compete for the public space as a non-land owner.

Mr. Simpson expressed that this is a conflict they are trying to deal with. The Board is trying to determine all of the aspects and cover everything in the policy.

Reecia Wilson, Douglas AK

Ms. Wilson stated she has a substantial investment in Juneau's waterfront and community and wants to continue to make substantial investment in the waterfront and community. Her concerns are in the ask of the policy and feels it is time for the Board to have a policy to work with to address the issues at hand. She has some fundamental theories in using tax payer dollars to create new real estate on the waterfront, likely better locations than any owners on the water front; the potential unintended consequences that leases on the waterfront could have a severe negative impact on the year-round brick and mortar businesses and the seasonal businesses as well. She asks for a clear, good policy with clear language and criteria; she has concerns with the language in this policy draft. Potential changes in best and highest use property value, including criteria to prevent unfair, competitive advantages and providing exclusive privileges to existing private property owners need to be considered. She appreciates the need of the Board to have some flexibility on a case by case basis, but she doesn't believe the language gives the Board a good and clear policy. It wouldn't be good to be picking and choosing what existing property owner should not be allowed to have access to a very mature market downtown. The Seawalk's development is a wonderful public place and it should remain exactly that. The Board needs to work on the policy to give good and clear direction to deal with case by case scenarios. A big issue to her is the language in #4 of the policy and asked if this was thought through further and if examples were provided.

Mr. Simpson said this language was put in there with the idea the Board would have some flexibility in the policy, but also wanted to make it clear they wouldn't do it every time someone asked, they would have to have a good reason.

Ms. Wilson appreciates the effort put into this policy draft, but has concerns when there isn't enough clear guiding for not creating unfair competitive advantages to certain subject properties. She believes the wording allows for the Board, on a case by case scenario, to significantly change what might be considered the best and highest use value for a specific piece of property. It is complicated in how the way this policy can potentially change market values. She reviewed the map that shows the property lines owned and leased by Docks & Harbors and saw the Alaska Pacific Pier building has a lease intact and that lease dates back to 2005. That lease of the undeveloped property was a suggestion to the current property owner from his developer and was to protect their view-plane. She respectfully disagrees with Mr. Heumann that those types of leases, when lots of land was available, those property owners also had the opportunity to lease tidelands from Docks and Harbors, which they did to redevelop their real estate up to the Seawalk. Using the APP tidelands lease as an example of tie to existing property, that's why those leases were developed. Not necessarily to change the specific best and highest use values, years later, after the market's matured.

William Heumann, Juneau, AK

Mr. Heumann said what was being discussed is already allowed with the governing law being the City Ordinances, which are already well developed in terms of addressing these issues. They allow for negotiations with individuals, with specific pieces of property. This is not a new idea, more a narrowing of what is presently allowable.

Committee Discussion/Action

Mr. Janes said most everything heard from the public comments aligns with Docks & Harbors' intentions with this policy. He sees improvement in the policy language is needed. He believes some businesses need to be protected, but Docks & Harbors needs some flexibility too for future circumstances that may arise. Time is needed to develop a better policy statement that is more refined and succeeds in what it is intended to do.

Mr. Simpson said he agrees with Mr. Janes that the Committee should continue to adjust some of the language to better refine the policy.

Mr. Etheridge also agreed the language can be adjusted to better show the intentions from Docks & Harbors and possibly have the legal department look over the document and add input on possible legal issues as well.

Mr. Ridgway agreed with Ms. Wilson's testimony regarding the use as the highest and best use and working out the terminology within the statement.

Mr. Donek suggested that everyone, public included, take the drafted policy, mark it up with their comments, and return it to Docks & Harbors so they can take the suggestions and really hone in on working out the terminology and where improvement can be made.

Mr. Uchytil said this is the first time Docks & Harbors has drafted a policy statement. Some of the suggestions heard may be more of regulatory changes that are appropriate, as opposed to a policy statement that just provides general guidance of what the Board's intentions are. Maybe regulations and ordinances need to be looked at and adjusted, rather than attempting to adjust the policy statement.

Mr. Donek agreed with Mr. Uchytil.

Mr. Simpson said the public comments heard shows there is miscommunication with the intentions of the policy and the language of the policy. His suggestion was to roll this topic over to the next meeting and invite more public comment and input, being as specific as possible so Docks & Harbors can try to incorporate as much as possible, as long as it makes sense.

Mr. Janes said rolling the topic over to the next meeting would not provide enough time to develop a strong policy statement, developing the statement shouldn't be rushed, and it would be better to try to work this out and not put anything forward until after the 2018 summer season.

Mr. Mosher said there is a lot of unintended consequences if you move too fast, so it would be best to hear back from everyone, with drafted statements being marked up, before more is done. It would be easier to understand what everyone wants if they can submit all their comments for the Board to go through and work out a stronger policy statement.

MOTION By MR. JANES: TO EXTEND THE MORATORIUM THROUGH THE 2018 TOUR SEASON WHILE THE BOARD CONTINUES TO WORK DILIGENTLY ON A STRONGER POLICY STATEMENT THAT SHOWS THE INTENTIONS OF DOCKS & HARBORS.

Mr. Ridgway asked for Mr. Uchytil's interpretation of what that motion means to Docks & Harbors.

Mr. Uchytil said a year ago the Board made a motion for moratorium on development along the Seawalk until planning efforts were complete. Tracy LaBarge asked for a reconsideration of that and the Board granted her the reconsideration by granting her a Use Permit. The Board did what they set out to do with the approval of the Urban Plan and then the policy statement from there. The extension of the moratorium would mean, while the policy statement is worked on, Mr. Heumann would be granted the Use Permit for another season, but no applications for development along the Seawalk would be taken.

Mr. Ridgway asked if there were any known impacts this moratorium extension would have on anyone else.

Mr. Uchytil said only Mr. Heumann would be impacted from this, as he has brought an application forward for a lease extension for more property, so he would feel obligated to tell Mr. Heumann he wouldn't get it this year if this motion goes forward.

Mr. Ridgway asked about other sparse applications, such as ATM requests.

Mr. Uchytil said he would tell the ATM request that the application would not be granted this year either.

Mr. Etheridge said a motion was made at the last meeting stating what this motion is attempting to accomplish as well. The extension for this coming season from Mr. Heumann was granted and they will continue the moratorium until the policy is in place.

Mr. Janes said he was looking to give the people that came to the meeting a sense of relief, to show them the Board will not be rushing the policy statement and intends to do it right. One thing can't be predicted is impacts of a potential 7% increase in cruise ship passengers this coming season, and the following season, along with emergency vehicles, and everything else that goes on, will have on the waterfront area. He said it is best to extend the moratorium through the 2018 season, no matter when the final policy statement is developed.

Mr. Ridgway said the motion Mr. Janes made at the previous meeting, asking if there was something in the new motion that wasn't covered in the previous motion.

Mr. Uchytil clarified this motion would effectively extend the moratorium through the 2018 season, despite the policy potentially being completed before the end of the season.

MOTION By MR. JANES: CONTINUE THE MORATORIUM ON ANY FUTURE DEVELOPMENT ON THE SEAWALK THROUGH THE 2018 SEASON IN ORDER TO COME TO A CONSENSUS ON A POLICY, WHILE ALLOWING MR. HEUMANN AND TRACY'S CRABSHACK TO OPERATE AS THEY DID LAST SEASON WITHOUT ANY EXTENSION AND ASK UNANIMOUS CONSENT.
Motion passed with no objections.

Mr. Uchytil asked for clarification on if the policy would need to be brought to the Regular Board at the January 25th meeting or to the Ops Committee meeting in February after receiving more public comments.

Mr. Simpson said the Ops Committee, and they would like to get the word out that they would like feedback. The policy does not need action at the full board until there is a complete policy to take to them.

Mr. Donek agreed and would like to continue to work on things and possibly get together before the February Ops meeting, to have something stronger to bring to the February meeting, depending on the feedback that is received.

Mr. Simpson agrees that the development of the policy does not need to be rushed, so the Committee will continue to work on it.

Mr. Donek stated he didn't want to see this drag out too long and be forgotten.

Mr. Ridgway reminded everyone of Mr. Uchytil's statement, saying that this again is just a policy statement and the regulations are really going to determine the end point here. With the potential for an increase in passenger numbers and traffic and what the potential outcomes could be from that, Mr. Ridgway believes it is important to determine how the information gathered from changes will be used and how that will potentially effect regulations and, in turn, policies.

VIII. New Business

1. Little Rock Dump as Potential Marine Services Facility

Mr. Dick Somerville with PND Engineers gave a detailed presentation on the potential development of the Little Rock Dump as a marine service center for Juneau as something that would have a boat lift as well as a boat-service yard and boat storage. Mr. Somerville was also on the team that evaluated Norway Point for similar feasibility. In his presentation he gave some comparisons between size, functionality, and costs detailing variables such as exposures, bathymetry, and old sludge pits.

Committee Questions

Mr. Simpson mentioned how shallow the area is to the north and how additional fill could go there to increase the space. He asked if Mr. Somerville compared extending the fill northerly instead of using cap rock on top of the main area and the extensive concrete ramp to potentially save on costs.

Mr. Somerville said he did compare them and estimated the costs. Adding an extra acre of fill to the north would be $2.9million alone, other costs would be needed as well, making this an expensive piece. This is something that could be done, although access would be needed as well, but that could also possibly be done.

Mr. Simpson expressed his concern with the amount of fill needed to just cap the area, along with the ramp, and staying down at a lower level may produce some savings.

Mr. Somerville believes that it would take about 20,000-25,000 yards of fill to cap the area, whereas it would take about 43,000 yards of fill to produce the extension northerly.

Mr. Ridgway asked about potential wave attenuation, if that was considered, or if it would be needed.

Mr. Somerville said it would be possible to put in a wave attenuator. The need for it would be based on demand, if the facility was being used every single day and you couldn't wait out a storm, then putting in a wave attenuator should be considered. If you don't have that sort of demand and you can schedule around the storms, at least for getting vessels out of the water, then it's still doable. It's something that could be added at a future date, when it's essential. The same goes for the upper yard. There is also some concern with people working on their boats in the winter time and dealing with the intense winds that blow through.

Mr. Ridgway asked if there were any considerations for putting a grid in.

Mr. Somerville said the idea was more for getting vessels out of the water, rather than keeping them in and having work done while they're still in the water.

Mr. Donek asked about moving a float to an outer location.

Mr. Somerville described where the float could be moved to and where a wave attenuator could be placed.

Mr. Donek said boats could tie up on the north side and not use the south side in nasty weather as well.

Mr. Janes asked about using a lift that could pull boats larger than 150 tons and if the plans would still work with a larger lift.

Mr. Somerville said you have to look at each size individually, but he did look at greater than 150 tons. He was pleasantly surprised to find that they had a grade ability of 6% with the standard powering with it. He spoke with the manufacturer in Wisconsin and they said they have larger facilities going up pretty steep ramps all over the country and it's just a matter of powering them correctly.

Mr. Janes was curious as to what the specifications for a larger than 150 ton lift might be. Maybe a 300 ton lift, if that was feasible.

Mr. Somerville felt the best way to determine if a larger lift would be needed would be to have a list of the vessels and their sizes that are under consideration and to research it further.

Mr. Simpson pointed out that having the lower area would prevent one from having to take every vessel up the ramp.

Mr. Somerville pointed out another area that could be used to expand and fill in.

Mr. Etheridge asked if the lifting docks would have to be bumped up considerably as well, for pulling 300 tons.

Mr. Somerville said it would, but not nearly twice as much. It might be 10%-15% more cost.

Mr. Etheridge said the wind gusts have been seen to get up to 110mph as well.

Mr. Somerville said vessels would have to tie down and work would be done in some bomb-proof-like shelters for the cost of the upland structures, if they're going to be in the water, they're going to be fairly expensive to sustain those winds.

Mr. Donek said comparing to boat yards in Auke Bay and downtown, they're not working when they're in storage so it would be a matter of making sure the boats were tied down.

Mr. Somerville agreed and said it could be just a small work area for winter work, you wouldn't have to protect the whole yard if everything was anchored down properly.

Mr. Mosher said it would be necessary to have it available for the winter. The boat yard is there for emergencies and it actually gets used quite a bit. The winter time could be really ugly and the lack of water is concerning as well.

Mr. Somerville said he did include the water and sewer utilities in the estimates.

Mr. Ridgway pointed out there are quite a few people who take their vessels to other places in the winter, so winter time may not be too much concern. He was curious about an asphalt cap and if there would be an asphalt cap for this design.

Mr. Somerville said there could be an asphalt cap design, but there would incredible cost increase with that design.

Mr. Ridgway asked if he meant capping the boat yard would be $8 million to $9 million.

Mr. Somerville compared this potential boat yard to the one designed in Wrangell, which is about twice the size and was capped with concrete, stating it would probably be about $4 million to cap this boat yard with asphalt.

Mr. Ridgway asked if it was known if there was a requirement from the state that says you do, or do not, have to cap the area with asphalt.

Mr. Somerville said no, but there is a requirement to have a special permit to operate, so it will be necessary to go through the whole process. His estimates include the storm water run-off and treatment facilities, along with a wash-down pad, and a hydraulic system that you could operate in the winter and not freeze. Then you have solids that drop out of that, from there it goes to a filtration system to get most of the dissolved bits

out of it, and from there it can be pumped to the treatment plant; pre-treatment on site and final treatment at the plant.

Mr. Donek asked for cost estimates compared to the Yacht Club site.

Mr. Somerville stated that this design was estimated at $19.5 million for 4.5 acres and the Yacht Club was estimated at $25.4 million for 3.5 acres.

Mr. Becker commented that he felt things were off to a good start and asked if the two sites would be compared at this meeting.

Mr. Simpson said this was just an informational presentation at this point and a decision on which site to use wouldn't be determined at this meeting.

Mr. Uchytil said an important aspect in deciding was the costs. A TIGER Grant has currently been applied for, but he is not optimistic in receiving it, so having another plan that will give leverage to save at every point possible. When the TIGER Grant was applied for, this design was not drafted yet, so the next time a TIGER Grant is applied for, this design could be taken forward. Perhaps in the future the Board can decide on which site to use, but not at this time.

Mr. Becker said the design looks pretty good, there is room for some tweaking, but it's a good start overall.

Mr. Somerville said there are possibilities for adjustments. And again, this is the $19.5 million, not the $25 million design with the additional expansions.

Mr. Uchytil pointed out that per acre, this is the more cost effective option, there wouldn't be the issues of having to relocate anything like with the Yacht Club design, and it's an industrial area that fits to make use of the Little Rock Dump area.

Mr. Somerville expressed his concerns with the winds and felt some studies on that may be very beneficial.

Mr. Etheridge pointed out the wind is a factor all year round and it is something that will just have to be dealt with.

Mr. Simpson said because of the dump previously in this area, there's probably stuff buried you wouldn't want to dig up. He asked if you'd have to deal with that, or if just capping the area would be good enough.

Mr. Somerville said you don't want to dig down, you want to go up, and capping is the way to do that.

Mr. Simpson asked if Mr. Somerville knew if there was any legal requirement that would require you to deal with the buried material.

Mr. Somerville said his understanding is with the DEC closure plan, there is just a notification for anybody that works on the site there was a former dump facility and if you do develop the site, you have to know that it was there, but you can develop on it.

Public Comment - None

Committee Discussion/Action

Mr. Simpson said there was a place in the agenda for a motion, however, that wouldn't be necessary at this time.

2. Auke Bay Marine Station – Capital Investment Needs

Mr. Uchytil mentioned the Board would be meeting for a Regular Board meeting the following Thursday, so this topic could be discussed more then. He is looking for concurrence on what the best use of the Auke Bay Marine Station would be. The quit claim deed for the facility has been acquired so Docks & Harbors has the northern two acres, the Fish House, the Butler Building, and the floats. They came to the realization that the value of this facility isn't the uplands because there hasn't been much interest in leasing out any part of the buildings. It is thought that the value is the access to the water. There are two poly-tub floats at the Little Rock Dump right now that have been there for a decade or more. They would like to spend about $150,000 and anchor the floats at the Auke Bay Marine Station to increase the space by about 200 linear feet.

Mr. Gillette said he was unsure if the poly floats had ever been used. He clarified they are not poly-tubs, but poly-pipes. Two of them were used to build the float that had to be replaced where the old fuel float was downtown by Aurora Harbor. There were two more and they had been sitting at the Little Rock Dump ever since. They ended up just not being right for the needs.

Mr. Simpson commented that it would be nice to have a use for them finally.

Mr. Ridgway asked Mr. Uchytil if there was a bigger plan for the Auke Bay Marine Station that had not been started yet.

Mr. Uchytil responded there was not a Master Plan yet, primarily because everything is just getting started. The quit claim deed was just received, a request for information went out asking for interest in leasing the buildings, with very little interest received. So this brought the realization that the most valuable piece of this property is the float. So let's expand the float, let's build something that you won't have to get pile driving permits for. We could anchor it, knowing that in a couple years we'll have the Passenger for Hire float built out at Statter Harbor, and we'll be able to repurpose this float by possibly extending the fuel float or making it into a net float.

Mr. Gillette said this is kind of an interim thing. You could use it for the next few years until the big project is in place.

Mr. Uchytil said it could be discussed again at the following Regular Board meeting.

Mr. Simpson asked if the Support of Coast Guard Homeporting Resolution should be discussed at the following meeting as well.

Mr. Uchytil asked for a vote on the Resolution at this meeting because it will be discussed at the Assembly meeting the following Monday.

Committee Questions - None

Public Comment - None

Committee Discussion/Action

For time purposes, it was decided that this discussion will continue at the following meeting.

3. Assembly Resolution in Support of Coast Guard Homeporting Cutters in Juneau

Committee Questions - None

Public Comment - None

Committee Discussion/Action

MOTION By MR. ETHERIDGE: TO RECOMMEND THAT THE ASSEMBLY ADOPT A RESOLUTION IN SUPPORT OF THE COAST GUARD HOME PORTING CUTTERS IN JUNEAU AND ASK UNANIMOUS CONSENT.

Mr. Ridgway recused himself from this vote.

Mr. Simpson said seeing no objections and noting the recusal, the motion passes.

Mr. Simpson asked Mr. Uchytil if there were any Items for Information that needed to be addressed at this meeting.

Mr. Uchytil said there was nothing that couldn't be moved to the next meeting, but mentioned that the Joint Assembly Meeting was the January 31st and the appraisal for the Archipelago was received from Horan & Company. A memo was in the agenda packet from Rorie Watt regarding the Archipelago and questions that he thinks need to get resolved before this project can move forward. A letter was sent to the Senate that he and Katie Katchel had worked on, regarding the Water Resources Development Act. The budget for the next two fiscal years was within the agenda packet; it could be discussed at the following meeting, but asked if anyone wanted to have a separate Finance Committee Meeting. A budget needs to be approved by this committee by the February Ops/Planning

Committee Meeting, because it has to go in front of the Assembly at the beginning of March.

It was determined a separate Finance Committee Meeting would not be necessary.

Mr. Simpson asked if there was anything else that needed to be discussed.

Mr. Uchytil gave an update on the Lumberman situation, stating the Coast Guard was currently out on the vessel removing the Hazmat. At the next Regular Board Meeting, the regulation changes to anchoring will be discussed.

Mr. Donek asked if anyone was monitoring it, in case it may sink.

Mr. Creswell said he had met with the Coast Guard the previous day and they said it is holding up in the channel and it wasn't quite as bad as they thought it was going to be. Although, they did find two tanks that they didn't previously know about and they got 200 gallons of oily sludge out of them and have to be done by Friday.

Mr. Uchytil mentioned the owner is nowhere to be seen.

Mr. Creswell stated the owner is in town, but he has found other housing, but he's gone.

IX. Items for Information/Discussion

1. Archipelago Development Update

2. Joint Meeting with Assembly

3. Water Resources Development Act – Letter to Senate

4. Budget Submission Update

X. Staff & Member Reports

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, February 14th, 2018 at 5:00 p.m.**

XII. Adjournment – The meeting was adjourned at 2:06 p.m.

Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

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Existing Properties: Docks & Harbors has management authority, as designated by the Assembly, of several hundred acres of uplands, submerged and intertidal lands through a variety of contractual vehicles including the following:

1) Direct Management: Most of Docks & Harbors properties are under the department's ownership and managed directly as municipal harbors, launch ramps or commercial loading facilities, and the public downtown cruise ship docks and adjoining public uplands. This includes management of the portion of the Seawalk along the cruise ship berths form Marine Park to the Franklin Street Dock. This section of the Seawalk is a transportation corridor that is used to safely and efficiently move cruise passengers from the ships to downtown businesses and shore side transportation.
2) Leases: Properties that are generally leased for long terms (10 to 35 years) and typically are vacant lands for private development. Some leases include infrastructure developed by D&H such as the two marine repair facilities. Docks & Harbors has 25 leases with individuals or businesses on parcels which have been competitively offered on tidelands and a few upland properties. These leases are specifically called out in resolution with the properties designated with surveyed information and recorded with the State. Harri Commercial Marine, through two separate leases, manages boatyard facilities in which Docks & Harbors provides critical infrastructure for the haul-out necessary for operations.
3) Use Agreements: Similar to a permit in that it is for long term on D&H developed facility. The Taku Dock is owned by CBJ but through a "use permit agreement" the facility is managed by Taku Smokeries Fisheries which compensates CBJ based on a valuation formula of fish landings.
4) Permits: Typically for use of facilities for recurrent uses such as launch ramps, loading; etc. Docks & Harbors provides, at fees established in code, commercial parking lots and loading zones which provide for staging areas in support of the cruise ship industry and general parking needs for local use, including truck and trailer parking at Statter Harbor. Waterfront Tour Permits, established under 05 CBJAC 10, provide the guidance for the commercial loading zones and for tour brokers to sell approved excursions from booths built and maintained by the department. The tour broker kiosks are provided at three locations along the waterfront and are provided for under outcry auction with a minimum bid of $30K.
5) Special Use Permits: Generally for support of specific events such as Salmon Derby. These are issued for very limited time to coincide with a specific event.

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Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

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1) Multiple and diverse uses should be encouraged;
2) A sound local economy will be promoted;
3) Adequate lands for public development and public use, including open space with appropriate uplands, should be reserved;
4) Tidelands and other Docks & Harbors controlled areas should be leased only for specific water-dependent and marine-related uses and not sold;
5) The development and growth patterns and potentials of different areas of the City and Borough should encourage waterfront services that may be needed as a result of that development and growth;
6) Public access to and along public and navigable bodies of water shall be provided where practical;
7) Safe and efficient pedestrian ways linking various facilities and destinations shall be provided; and,
8) Docks & Harbors operations should not unreasonably interfere with activities on adjacent uplands property.

Docks & Harbors Policy Statement:

1) Docks & Harbors' reaffirms support to private-sector enterprise by providing undeveloped land parcels for lease through public process.
2) Docks & Harbors will try to complement private activity adjacent to Docks & Harbors managed property when needed property is not available through the private sector.
3) Docks & Harbors shall refrain from providing public lands when doing so would compete with private sector investment;
4) D&H shall provide safe and efficient access (pedestrian and vehicular) and open space throughout its facilities including the downtown docks and Seawalk. To this end, Docks & Harbors shall not permit future private-sector commercial activities on the Seawalk and other Docks & Harbors managed properties from Marine Park to Franklin Dock unless tied to an existing private property and on a case by case basis where a compelling public purpose is demonstrated.

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Friday, February 9, 2018

To: Juneau Docks and Harbors O erations and lanning Committee

From: Jeff Fanning, Owner, iquid Alaska Tours

In consideration of the proposed *Docks and Harbors Policy Statem nt – Availability of Public Land for Private-Sector Use,* I would like to suggest the following additions to the last section titled "Docks & Harbors Policy Statement". My suggestions highlighted in red italicized font add further clarification to this olicy and support Docks and Harbors ability to continue administering already-existing permit, lease, and special use permit programs including the waterfront sales kiosks that directly benefit visitors of Juneau.

Docks & Harbors Policy Statement:

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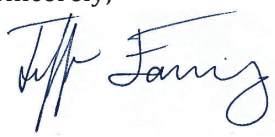
3) Docks & Harbors shall refrain from roviding public lands when doing so would compete with private sector investment;
4) D&H shall provide safe and efficient access (pedestrian and vehicular) and open space throughout its facilities including the downtown docks and Seawalk. To this end, ***wit the exception of a ready-established permit programs including the waterfront sales kiosks, eases, and other special use perm ts,*** Docks & Harbors shall not permit future rivate-sector commercial activities on the Seawalk and other Docks & Harbors managed properties from arine Park to Franklin Dock unless tied to an existing rivate pro erty and on a case by case basis where a com elling public purpose is demonstrated.

The suggested addition to section 4 above would specify that Docks and Harbors has the ability to continue the ermit program already existing on the Seawalk including the waterfront sales kiosks.

Thank you for your time and consideration of this addition.

Sincerely,



Jeff Fanning, wner
Liquid Alaska Tours
2917 Jackson Rd
Juneau, AK 99801

To the Docks and Harbors Board and Port Director February 13, 2018

I want to thank you for all of the valuable time and effort you have put into responding to the controversy that has erupted over my interest in adding additional space to the Tidelands Lease I hold at Peoples Wharf. I have been interested in this for many years. Frankly, I do not believe we would not be involved in this controversy if Tracy's Crabshack was not my tenant. My interests have become mixed up in the Liquor License and Restaurant "Wars." I have been asking only for what is already allowed for by CBJ Ordinances, that is, consideration of my proposal.

Docks and Harbor's Mission Statement:
The CBJ Docks & Harbors Board exists to promote the health of the City & Borough of Juneau through the planning, development, and management of its marine-related property and facilities on a self-supporting basis. To this end, the Board develops and provides the facilities and services to promote and accommodate marine related commerce, industry, fisheries, recreation, and visitors.

QUESTION
I am curious to know if, were the Draft Policy to be adopted as is, would I be able to obtain consideration by Docks and Harbor Board to add onto my lease or does the Draft Policy preclude that?

CURRENT SITUATION
Special interest groups have called upon the Docks and Harbors Board to limit leasing opportunities by owners of real estate and leasehold interests on the waterfront from the Princess Dock to Merchants Wharf.

RELATED ASSEMBLY ACTIONS
In 1985 the Juneau Assembly dedicated a Right of Way along the South side of Peoples Wharf to accommodate egress along that face of the building.

In 2007 Docks and Harbors granted a Tidelands Leases to three property owners to facilitate the construction of buildings to abut to the Seawalk

In 2017 the Juneau Assembly unanimously adopted an ordinance allowing for licensing portions of right-of-ways for use by businesses to enhance their operations. The ordinance requires a determination that adequate space exists for such use. A license was granted for outside seating in the ROW at the South side of Peoples' Wharf. At a later Assembly Meeting at which Docks and Harbors made a presentation, it was very evident that the Assembly felt that Docks and Harbors should not lock up the waterfront along the Seawalk. It was stated that the Assembly would develop a policy to allow for this, if Docks and Harbors did not do so.

DISCUSSION

The Docks and Harbor Board was asked to disallow leasing of any lands along the waterfront to protect their commercial interests.

Docks and Harbors Board developed a draft policy for commercial activities from the Franklin Dock to Merchants Wharf. The policy draft was an attempt to satisfy all parties involved in the controversy.

The Board's mission statement states the board "develops and provides the facilities and services to promote and accommodate marine related commerce, industry, fisheries, recreation, and visitors."

It is not the role of the Docks and Harbors Board to develop policies to protect special interest groups striving to stifle competition. The wish to stifle competition is misguided. This is not a zero sum game where "promotion and accommodation of marine related commerce, industry, fisheries, recreation, and visitors" is to the detriment of existing businesses.

A case in point is the tourism-related restaurant industry. This industry is not fully developed today. Juneau is becoming known for its' exceptional eateries within the tourism markets and not capturing the full potential of the existing cruise ship passenger market. It is commonly known within the economic development community that restaurants thrive when they are diverse and concentrated and that Juneau is becoming nationally and internationally known for its' diverse offering of Alaskan fare. Furthermore, this market is growing. With the influx of approximately 300,000 additional cruise ship passengers, it begs for the expansion of existing venues and the addition of new venues. This is true for the restaurant industry and for all other tourism-related businesses as well. To promote development of this industry in an economic environment of significant growth is exactly the type of activity called for in the Mission Statement of Docks and Harbors.

SPECIAL INTEREST GROUP ARGUMENTS AND REBUTTALS

- Leasing property to businesses is a new idea

Those opposing this concept seem to believe that Dock and Harbors is entering into new territory by considering leasing it properties.

The value to the community of leasing of public properties by private enterprises was anticipated by the Juneau Assembly which made this possible for itself and the Enterprise Boards by writing it into law more than 30 years ago.

- Acknowledgement of the Mission of Docks and Harbors

Those opposing leasing property believe they have the right to call upon the Docks and Harbors Board to stifle the "promotion and accommodation of marine related commerce, industry, fisheries, recreation, and visitors" as called for in the Mission Statement because they

are surprised that Docks and Harbors would consider entering into leasing its' property along the waterfront.

This has been the Mission of Docks and Harbors since 1994 and CBJ Ordinances allow for this activity.

The CBJ and its' enterprise boards have a long history of engaging in the leasing and for that matter the sale of public lands to private enterprise. Docks and Harbors has identified the many current leases and permitted uses along the downtown waterfront. Examples include the Princess Dock lease, Taku Smokeries agreement, Tram lease, Heumann lease, Tripp lease, Diamond Internationals lease and Pier 49 lease.

- Leasing of Developed Land versus Undeveloped Land

Those now opposing such leases have sought to distinguish between the leasing of developed land versus undeveloped land by stating that the leasing of lands should be limited to undeveloped lands.

The CBJ ordinances allowing for the leasing of public lands does not make this distinction.

There are numerous examples of developed parcels of CBJ and Docks and Harbors property leased to private enterprise.

Limiting leases to undeveloped land is just another attempt to have Docks and Harbors limit competition instead of "promoting and accommodating marine related commerce, industry, fisheries, recreation, and visitors."

ECONOMIC DEVELOPMENT

- Economic Development is critical to the health of the Juneau economy. Juneau and the State of Alaska are in a recession. Encouraging any industry segment with good growth prospects is critical for the wellbeing of Juneau and consistent with the Docks and Harbors Mission.
- The present venues for restaurants do not have the capacity to meet the demands of the growing tourist related restaurant industry
- Those opposed to the leases are seeking to limit economic competition. Specifically, they are asking the Docks and Harbor Board to develop a policy to disallow leasing property that would compete with another business. Every business competes with other businesses. Therefore, any lease would be precluded because it would provide additional competition for some business.

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CROWDING ON THE DOCKS

A statement was made by Kirby Day at the last Operations Committee Meeting expressing concern about crowding on the docks. With further discussion, I learned that his concerns focused on vendor booths seaward of the building lines. In his opinion limitations to activities, if any, should be seaward of the building lines.

Breaking down the numbers: 300,000 additional passengers per season. 240,000 (80%) disembark over 5 months or an average of 2,000 per day among 5 venues. 30% go on tours. 1,400 spread over docks or 280 passengers per dock over a 3- hour period. This rudimentary calculation does not indicate a likelihood of overcrowding.

HISTORIC MERCHANTS WHARF

DOWNTOWN JUNEAU, ALASKA

February 13, 2018

CBJ Docks & Harbors
155 S. Seward Street
Juneau, AK 99801

RE: Changes Regarding the Moratorium on Seawalk Leases.

Dear Members of the Docks and Harbor Board Ops Committee,

After attending most of the ops committee meetings taking up the potential new policies impacting the current moratorium on seawalk leases and policy statements regarding public land available for private commercial use; it appears the committee asked for further explanation on stakeholder's concerns.

Like others that have testified and as a stakeholder that both owns and rents property on Juneau's waterfront for more than 21 years, our concerns remain to be that policy changes and/or exceptions may have unintended consequences for this stage of our waterfront development. We support public policy on this topic of public lands available for commercial use with language that is absolute with clear criteria to follow in the spirit of fairness.

The red-line draft submitted attempts to address some of our concerns with making public lands on the seawalk available for private commercial use. We also ask the policy provides clear direction in the following potential retail impacts on competing operators:

1. View planes and/or line of sight are not specifically considered in criteria.
2. Obstructions on free-flowing access to neighboring properties are not specifically considered in criteria.
3. No clear or absolute language to prevent unfair competitive advantages or prevent exclusive privileges to existing property owners.

In addition to the above potential retail impacts on neighboring tenants, we would also ask the board to recognize that the addition of use of public lands would in fact change the potential value of any subject property thru the income approach method of valuation and potentially change the best and highest use values of waterfront real estate. We would encourage the board to seek advice from a certified appraiser who specializes in commercial property on this topic.

Thank you all for your public service.

With Respect,

Reecia Wilson

Managing Member, Merchants Wharf, LLC

2 MARINE WAY, SUITE 206
JUNEAU, AK 99801

Docks & Harbors Policy Statement – Availability of Public Land for Private-Sector Use

Public Consideration & the Public Good: Docks & Harbors recognizes our responsibility to all users and stakeholders of public lands, including private property owners who invest significant capital into improvements with the expectation of economic opportunity proportional to their investment. The public good is not advanced when governmental funds are used for the benefit of few individual businesses at the expense of all other users and stakeholders. ~~of entrepreneurs who have assumed financial risk to developed and grow successful enterprises.~~ Without limitation, the following considerations are established herein:

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7) Safe and efficient pedestrian ways linking various facilities and destinations shall be provided; and,
8) Docks & Harbors operations should not unreasonably interfere with activities on adjacent uplands property.
~~8)~~9) Adequate infrastructure and utilities should be in place prior to any proposed use of lands to address increased levels of waste, pollution and other impacts, if any.

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DOCKSEXP	Bi	ennial Budget	FY19 & FY20				
		FY17	FY18 Amd	FY18 5mos	FY18 Proj	FY19	FY20
531520101	Dock Operations	Actuals	Budget	Actuals	Actuals	Requested	Requested
Account	Description						
	Administration						
5110-0000	Salaries	488,044	511,100	225,324	507,100	517,400	532,000
5111-0000	Overtime	13,602	10,000	10,109	15,000	15,000	15,000
5116-0000	Accrued leave	34,942		28,131			
5120-0000	Benefits	299,360	300,900	134,204	301,100	304,300	308,600
5130-0000	Workers compensation	15,696	15,700	15,700	15,700	13,700	13,700
5140-0000	Engineering workforce	8					
	Total Personnel	851,652	837,700	413,468	838,900	850,400	869,300
	Commodities & Services						
5200-0000	Business travel	421	5,000	445	1,200	3,000	3,000
5201-0000	Mileage	798	500	181	500	500	500
5202-0000	Travel and training	7,699	6,500	7,143	8,000	8,000	8,000
5205-0000	Contractual training	1,048			2,000	2,000	2,000
5347-0000	Maintenance - software	1,945				7,000	7,000
5390-0000	Contractual services	53,165	40,000	11,700	40,000	55,000	55,000
5394-0000	Interdepartmental	225,196	225,200	167,500	225,200	193,200	193,200
5350-0000	Landscape division charges	45,000	45,000	18,750	45,000	45,000	45,000
5397-0000	Bank card fees	1,352	1,600	303	1,600	1,600	1,600
5322-0000	Advertising	3,051	3,500	661	3,500	3,500	3,500
5320-0000	Printing	8,244	5,500	939	5,500	5,500	5,500
5370-0000	Spec & Prop	70,773	73,700	73,700	73,700	109,250	109,250
5375-0000	General Liab, Auto & EE Pract Ins	3,900	3,900	3,900	3,900	4,000	4,000
5340-0000	Repairs	34,667	50,000	6,422	50,000	50,000	50,000
5344-0000	Maintenance - buildings		2,000		2,000	2,000	2,000
5345-0000	Building maint division charges	11,977	7,500	1,572	7,500	18,700	18,700
5363-0000	Equipment maint - non-fleet	757	1,000	1,000	1,000	1,000	1,000
5330-0000	Rents	57,888	64,000	32,980	71,750	72,000	72,000
5360-0000	Equipment rentals	1,421	3,500	671	1,500	3,000	3,000
5362-0000	Fleet replacement reserve	9,000	9,000	9,000	9,000	10,000	10,000
5310-0000	Telephone	423	1,500		1,500	1,500	1,500

5332-0000	Electricity	28,152	22,000	11,522	30,000	35,000	35,000
5334-0000	Refuse disposal	16,119	20,000	9,626	20,000	20,000	20,000
5335-0000	Water service	67,274	70,000	61,474	125,000	140,000	140,000
5336-0000	Wastewater service	2,136	10,000	862	3,000	3,000	3,000
5380-0000	Dues and subscriptions	2,933	3,200	581	3,000	3,000	3,000
5481-0000	Postage and parcel post	972	800	165	500	800	800
5480-0000	Office supplies	1,810	2,000	881	2,000	2,000	2,000
5488-0000	Uniforms and safety equipment	7,801	6,500	789	6,500	7,800	7,800
5490-0000	Materials and commodities	25,491	25,000	11,130	25,000	25,000	25,000
5492-0000	Gasoline and oil		200		200	200	200
5491-0000	Safety programs and equipment	3,517	1,000	780	1,000	3,500	3,500
5496-0000	Minor equipment	11,719	7,500	1,418	7,500	7,500	7,500
5497-0000	Minor furniture and fixtures	9,240	3,000	125	3,000	3,000	3,000
5498-0000	Minor Software	218	1,500		500	1,500	1,500
	Total Commodities & Services	716,107	721,600	435,220	781,550	848,050	848,050
	Reimbursable Expenses						
7001-0000	Reimbursable Expense - Internal	-11,004	-11,000	-11,000	-11,000	-11,000	-11,000
	Total Expenditures	1,564,683	1,558,300	842,121	1,609,450	1,687,450	1,706,350

531520201 CIP Engineers-Dock Account	Description	FY17 Actuals	FY18 Amd Budget	FY18 5mos Actuals	FY18 Proj Actuals	FY19 Requested	FY20 Requested
	Administration						
5110-0000	Salaries	11,636	272,900	6,523	272,934	277,048	281,866
5116-0000	Accrued leave	27,013		10,911			
5120-0000	Benefits	15,869	120,200	7,796	120,186	121,420	122,829
5141-0000	All other workforce		-333,100		-333,100	-338,500	-344700
		54,518	60,000	25,230	60,020	59,968	59,995

DOCKSREV Bi ennial Budget FY19 & FY20

531010101 Account	Docks Non-operational Description	FY17 Actuals	FY18 Amd Budget	FY18 5mos Actuals	FY18 Proj Actuals	FY19 Requested	FY20 Requested
4800-0000	Interest income in Lawson	-14,084	-75,900		-17,000	-21,600	-21,600
	Investment&Intrst Income Total	-14,084	-75,900		-17,000	-21,600	-21,600
	Grand Total	-14,084	-75,900		-17,000	-21,600	-21,600

DOCKSREV Bi ennial Budget FY19 & FY20

531520101 Account	Dock Operations Description	FY17 Actuals	FY18 Amd Budget	FY18 5mos Actuals	FY18 Proj Actuals	FY19 Requested	FY20 Requested
4300-0000	User fees	-171,604	-150,000	-109,293	-171,000	-175,000	-175,000
4300-0034	Cruiseship Dock Fees	-601,553	-490,000	-408,166	-600,000	-605,000	-605,000
4300-0035	Maintenance Port Fees	-551,248	-475,000	-392,142	-550,000	-550,000	-550,000
	Charges for Services Total	-1,324,405	-1,115,000	-909,601	-1,321,000	-1,330,000	-1,330,000
4410-0000	Permit revenues	-346,041	-400,000	-482	-356,000	-400,000	-400,000
	Licenses, Permits, Fees Total	-346,041	-400,000	-482	-356,000	-400,000	-400,000
4950-0225	Marine passenger fee	-287,604	-287,600	-287,600	-287,600	-287,600	-287,600
	Trnfrs from Other Funds Total	-287,604	-287,600	-287,600	-287,600	-287,600	-287,600
	Grand Total	-1,958,050	-1,802,600	-1,197,683	-1,964,600	-2,017,600	-2,017,600

HRBREXP	Bi	ennial Budget	FY19 & FY20				
		FY17	FY18 Amd	FY18 5mos	FY18 Proj	FY19	FY20
530510101	Harbor Operations	Actuals	Budget	Actuals	Actuals	Requested	Requested
Account	Description						
	Administration						
5110-0000	Salaries	891,492	1,058,600	380,756	1,034,500	1,057,200	1,088,200
5111-0000	Overtime	35,751	25,000	17,431	35,000	35,000	35,000
5116-0000	Accrued leave	136,277		36,605			
5120-0000	Benefits	523,743	597,500	211,950	593,300	622,600	631,900
5130-0000	Workers compensation	15,696	15,700	15,700	15,700	13,700	13,700
5140-0000	Engineering workforce	299					
	Stand by-Weekend Diff-Call out					75,000	75,000
	Total Personnel	1,603,258	1,696,800	662,442	1,678,500	1,803,500	1,843,800
	Commodities & Services						
5200-0000	Business travel	1,334	3,500		1,500	3,500	3,500
5201-0000	Mileage	294	600	149	300	600	600
5202-0000	Travel and training	10,325	7,000	5,716	7,000	7,000	7,000
5205-0000	Contractual training	1,226	1,000	79	1,000	1,000	1,000
5342-0000	Maintenance contracts		500		500	500	500
5347-0000	Maintenance - software	1,576	2,000		2,000	7,000	7,000
5390-0000	Contractual services	225,300	200,000	167,936	325,000	225,000	225,000
5394-0000	Interdepartmental	225,200	225,200	282,900	225,200	193,200	193,200
5350-0000	Landscape division charges			18,000	36,000	36,000	36,000
5397-0000	Bank card fees	64,912	65,000	32,800	65,000	65,000	65,000
5322-0000	Advertising	2,930	3,500	661	3,000	3,500	3,500
5320-0000	Printing	9,356	3,000	6,206	9,000	10,000	10,000
5370-0000	Spec & Prop	70,666	73,600	73,600	73,600	109,350	109,350
5375-0000	General Liab, Auto & EE Pract Ins	3,996	4,000	4,000	4,000	4,000	4,000
5494-0000	Loss contingency		2,500				
5340-0000	Repairs	80,580	100,000	22,329	100,000	120,000	120,000
5341-0000	Electronic repairs	85	600				
5344-0000	Maintenance - buildings					5,000	5,000
5345-0000	Building maint division charges	16,345	8,000	5,563	15,000	32,600	32,600
5363-0000	Equipment maint - non-fleet	50,904	20,000	27,167	45,000	50,000	50,000

5330-0000	Rents	12,183	10,000	12,457	10,000	12,000	12,000
5360-0000	Equipment rentals	818	5,500	3,323	5,500	5,500	5,500
5362-0000	Fleet replacement reserve	18,000	18,000	18,000	18,000	20,000	20,000
5310-0000	Telephone	21,775	20,000	9,959	22,000	22,000	22,000
5332-0000	Electricity	113,063	90,000	39,363	90,000	115,000	115,000
5333-0000	Fuel oil & propane	12,053	15,000	14,443	29,000	35,000	35,000
5334-0000	Refuse disposal	155,791	190,000	66,172	190,000	175,000	175,000
5335-0000	Water service	19,594	30,000	18,756	30,000	30,000	30,000
5336-0000	Wastewater service	4,938	6,500	3,030	6,500	6,500	6,500
5380-0000	Dues and subscriptions	3,610	4,000	535	4,000	4,000	4,000
5481-0000	Postage and parcel post	6,146	6,500	2,618	6,500	6,500	6,500
5389-0000	Fleet gasoline	13,034	20,000	5,287	15,000	20,000	20,000
5480-0000	Office supplies	4,380	7,000	888	4,000	5,000	5,000
5488-0000	Uniforms and safety equipment	9,960	10,000	1,357	10,000	10,000	10,000
5490-0000	Materials and commodities	46,867	70,000	12,792	50,000	70,000	70,000
5492-0000	Gasoline and oil		1,700				
5493-0000	Chemicals	422	2,000				
5491-0000	Safety programs and equipment	2,186	7,000	3,280	7,000	7,000	7,000
5496-0000	Minor equipment	18,886	7,000	7,066	8,000	7,000	7,000
5497-0000	Minor furniture and fixtures	13,306	7,000	375	7,000	7,000	7,000
5498-0000	Minor Software	218	1,500	1	1,500	1,500	1,500
	Total Commodities & Services	**1,242,259**	**1,248,700**	**866,808**	**1,427,100**	**1,432,250**	**1,432,250**

HRBRSREV Bi ennial Budget FY19 & FY20

530510101 Account	Harbor Operations Description	FY17 Actuals	FY18 Amd Budget	FY18 5mos Actuals	FY18 Proj Actuals	FY19 Requested	FY20 Requested
4013-0000	State shared revenues	-312,519	-364,000	-389,022	-389,022	-400,000	-365,000
	State Revenue Total	-312,519	-364,000	-389,022	-389,022	-400,000	-365,000
4300-0000	User fees	-2,998,760	-2,950,000	-1,757,435	-2,938,000	-3,000,000	-3,000,000
	Charges for Services Total	-2,998,760	-2,950,000	-1,757,435	-2,938,000	-3,000,000	-3,000,000
4450-0001	Minor Violations	-27,286	-20,000	-10,470	-20,000	-20,000	-20,000
	Fines and Forfeitures Total	-27,286	-20,000	-10,470	-20,000	-20,000	-20,000
4570-0000	Land lease revenue	-853,904	-850,000	-562,187	-875,000	-875,000	-875,000
	Rentals & Leases Rev Total	-853,904	-850,000	-562,187	-875,000	-875,000	-875,000
4720-0000	Bad debts	55,019	100,000		75,000	75,000	75,000
	Other Revenues Total	55,019	100,000				
4800-0000	Interest income in Lawson	-2,302		-604	-27,400	-34,900	-34,900
4800-0402	AR interest and fines	-5,905		-1,753			
	Investment&Intrst Income Total	-8,207		-2,357			
4870-0000	Proceeds from disposal of assets	-378					
	Gain/Loss-Sales of AssetsTotal	-378					
	Grand Total	-4,146,035	-4,084,000	-2,721,471	-4,174,422	-4,254,900	-4,219,900

Dock
Staffing Detail

FY17 Amended = FY17 Adopted except for changes approved through HR

Update these columns **Update these columns**
Round all numbers to the nearest $100.

CLASS TITLE:	FY17 Amended No. Pos.	FY17 Amended Salary & Benefits Budget	FY18 Projected Actual No. Pos.	FY18 Projected Actual Salary & Benefits Budget	FY19 Proposed No. Pos.	FY19 Proposed Salary & Benefits Budget	FY20 Proposed No. Pos.	FY20 Proposed Salary & Benefits Budget
Port Director	0.50	$ 62,000	0.50	$ 70,100	0.50	$ 70,400	0.50	$ 73,800
Harbormaster	0.50	46,600	0.50	48,000	0.50	49,600	0.50	51,200
Administrative Officer	0.50	32,800	0.50	33,600	0.50	34,100	0.50	35,400
Engineer/Architect I, II	3.05	281,600	3.05	282,300	3.05	286,400	3.05	291,500
Administrative Assistant I	0.71	28,400	0.71	27,100	0.71	28,000	0.71	28,800
Operations Maintenance Supervisor								
Senior Harbor Officer	0.50	32,800	0.50	31,100	0.50	32,100	0.50	33,400
Harbor Officer	2.75	155,200	2.75	156,200	2.75	158,400	2.75	163,100
Harbor Technician	3.50	115,800	3.50	133,100	3.50	135,600	3.50	136,600
Overtime	-	10,000	-	15,000	-	15,000	-	15,000
Benefits	-	425,400	-	421,800	-	425,700	-	431,400
Salaries Charge to Capital Projects	-	(332,300)	-	(333,100)	-	(338,500)	-	(344,700)
Totals	**12.01**	**$ 858,300**	**12.01**	**$ 885,200**	**12.01**	**$ 896,800**	**12.01**	**$ 915,500**

Harbors
Staffing Detail

FY17 Amended = FY17 Adopted except for changes approved through HR

Update these columns **Update these columns**
Round all numbers to the nearest $100.

CLASS TITLE:	FY17 Amended No. Pos.	FY17 Amended Salary & Benefits Budget	FY18 Projected Actuals No. Pos.	FY18 Projected Actuals Salary & Benefits Budget	FY19 Proposed No. Pos.	FY19 Proposed Salary & Benefits Budget	FY20 Proposed No. Pos.	FY20 Proposed Salary & Benefits Budget
Port Director	0.50	$ 62,000	0.50	$ 70,100	0.50	$ 70,400	0.50	$ 73,800
Harbormaster	0.50	46,600	0.50	48,000	0.50	49,600	0.50	51,200
Admin Officer	0.50	32,800	0.50	33,600	0.50	34,100	0.50	35,400
Administrative Assistant I, II, III	5.13	229,700	5.13	226,300	5.13	232,500	5.13	237,100
Sr. Harbor Officer	0.50	32,800	0.50	31,100	0.50	32,100	0.50	33,400
(Harbor Operations Manager	2.00	148,700	2.00	140,000	2.00	144,600	2.00	148,000
Harbor Officer	6.75	420,700	6.75	427,000	6.75	433,800	6.75	448,400
Harbor Technicians	1.00	38,400	1.00	37,000	1.00	38,200	1.00	38,500
Engineer/Architect I, II	0.20	21,400	0.20	21,500	0.20	22,000	0.20	22,400
Overtime	-	25,000	-	35,000	-	35,000	-	35,000
Stand By & Weekend Diff						75,000		75,000
Benefits	-	589,900	-	593,300	-	622,600	-	632,000
Total	**17.08**	**$ 1,648,000**	**17.08**	**$ 1,662,900**	**17.08**	**$ 1,789,900**	**17.08**	**$ 1,830,200**

APPRAISAL REPORT OF
ANNUAL MARKET RENT FOR TIDELANDS
YANKEE COVE DEVELOPMENT COMPANY
0.844 ACRES WITHIN ATS 1677
JUNEAU, ALASKA

Photo 071317_0875 taken July 13, 2017 by C. Horan

PREPARED FOR: Carl Uchytil, PE, Port Director
Teena Larson, Project Manager
City and Borough of Juneau, Docks and Harbors
155 S. Seward Street
Juneau, Alaska 99801

PREPARED BY: Charles E. Horan, MAI
Horan & Company, LLC
403 Lincoln Street, Suite 210
Sitka, AK 99835

EFFECTIVE DATE: July 13, 2017

REPORT DATE: September 28, 2017

OUR FILE #: 17-092

HORAN & COMPANY

REAL ESTATE APPRAISERS/CONSULTANTS

CHARLES E. HORAN, MAI / WILLIAM G. FERGUSON,
JOSHUA C. HORAN, AND SLATER FERGUSON

403 LINCOLN STREET, SUITE 210, SITKA, ALASKA 99835
PHONE NUMBER: (907)747-6666 FAX NUMBER (907)747-7417 commercial@horanappraisals.com

September 28, 2017

Carl Uchytil, PE, Port Director
Attention: Teena Larson, Project Manager
City and Borough of Juneau, Docks and Harbors
155 S. Seward Street
Juneau, Alaska 99801

Sent via Email: carl.uchytil@juneau.org
teena.larson@juneau.org

Re: Appraisal Report of Annual Market Rent for Tidelands, Yankee Cove Development Company, .844 Acres Within ATS 1677, Juneau, Alaska; Our File # 17-092

Dear Mr. Uchytil,

At your request, I have developed an appraisal of the estimated market rent for the tidelands referenced above. I contacted and interviewed the lessee, inspected the property and made a market analysis of the tidelands and waterfront real estate market to determine the market rent for the subject.

Based on my investigation and analysis as of the effective date, July 13, 2017, it is my opinion the annual market rent for the tidelands lease is as follows:

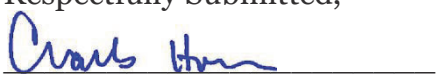
36,786 SF at 12¢/SF= $4,414.32/ year rent

This appraisal is completed under the hypothetical condition that the subject is undeveloped tidelands and includes no value attributable to the improvements made by the lessee.

Your attention is invited to the remainder of this report which sets forth the Assumptions and Limiting Conditions, Certification of Appraisal, and the most pertinent data considered in estimating the market rent value of the subject property. This appraisal report is intended to comply with the rules and regulations as set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), the City & Borough of Juneau appraisal instructions and the Standards and Bylaws of the Appraisal Institute.

Thank you for this opportunity to be of service to you. If you have any questions or comments, please feel free to contact me at your convenience.

Respectfully Submitted,



Charles E. Horan, MAI AA41
HORAN & COMPANY, LLC

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Addenda

Subject Photographs
Comparable Sales Write-ups
Tideland Lease Rents – Ratios and Percentages
Map of ATS 1677
Copy of current tidelands lease
Appraiser Qualifications

CERTIFICATION OF APPRAISAL

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

- The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

- I have made a personal inspection of the property that is the subject of this report.

- No one provided significant real property appraisal assistance to the person signing this certification.

- I have not performed any services regarding the subject property, as an appraiser or in any other capacity, within the three year period immediately preceding acceptance of this assignment.

- As of the date of this report, Charles Horan has completed the continuing education program for Designated Members of the Appraisal Institute.

Charles E. Horan, MAI, APRG 41
HORAN AND COMPANY, LLC

Effective date July 13, 2017
Report date September 28, 2017

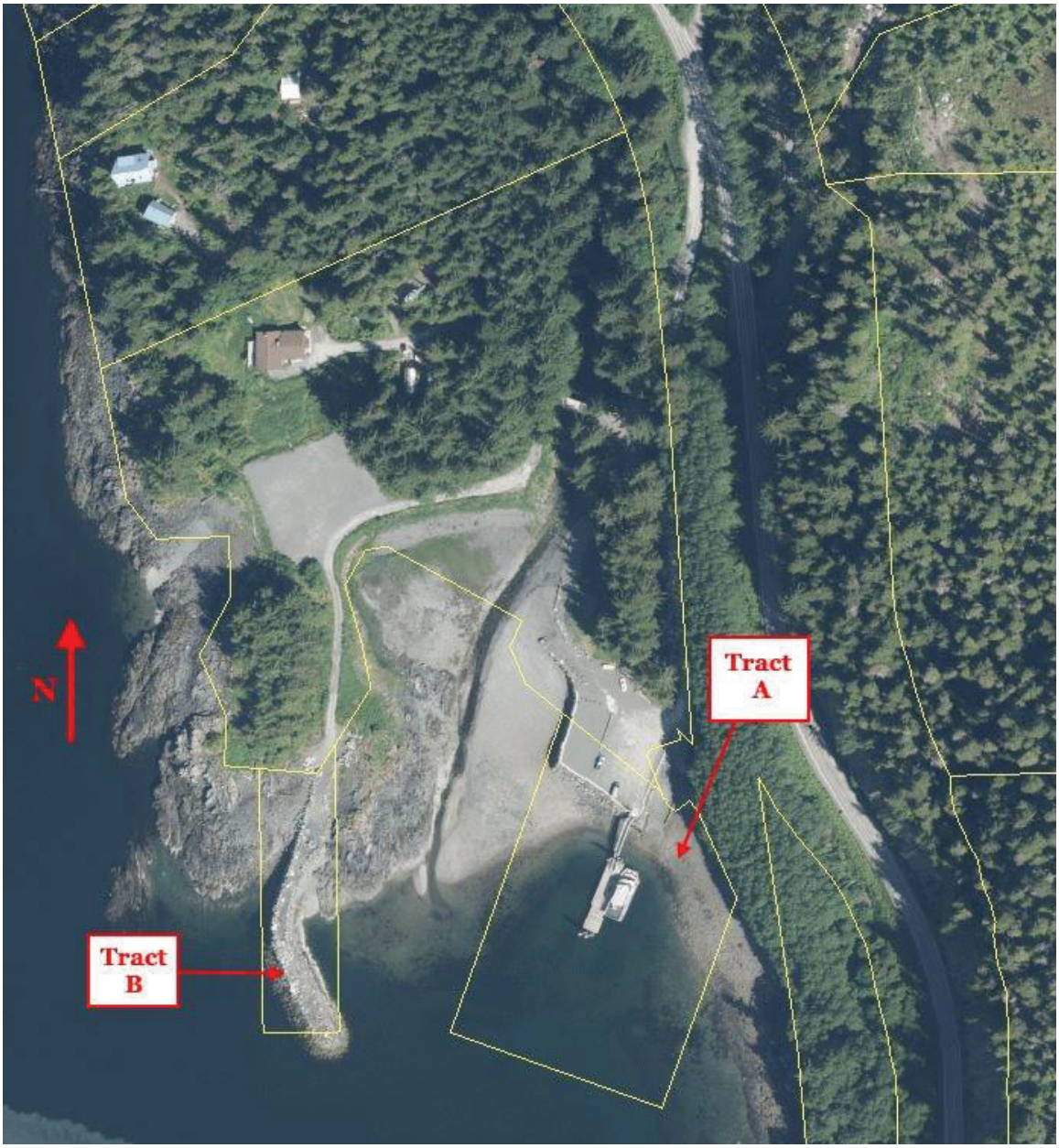


FIGURE 1.1 - SUBJECT LEASE PARCELS ARE WITHIN THE TIDELAND TRACTS A & B. NOTE: SUPPORTING 9 ACRE UPLAND TRACT TO THE NORTH.

1.1 PROPERTY IDENTIFICATION

Two companion tideland tracts within ATS 1677 are the subject of this report. They are identified as the Yankee Cove dock (in Tract A) and breakwater (in Tract B) leased from the City and Borough of Juneau. The Yankee Cove dock has been developed on the leased lands which are appraised for the annual market rent as if undeveloped. The property is located adjacent to Favorite Channel, approximately 34.5 miles north of Juneau, Alaska.

The tidelands are adjacent to accreted lands seaward of USS 571 and ASLS 96-37. See figure 1.1 for a visual reference of the subject's location.

Legal Description: The subject lease area is within Alaska Tidelands Survey 1677, Juneau Recording District, First Judicial District. See the lease document for the actual lease tract areas.

Assessor's Parcel #: 3B4401000052

1.2 PROPERTY RIGHTS APPRAISED

The market rent estimate is for the subject in fee simple interest and property rights less mineral rights, in its pre-lease unimproved condition.

1.3 CLIENT, OSTENSIBLE OWNER & LESSEE

Client and Ostensible Owner: City and Borough of Juneau, Docks and Harbors.
Lessee: Marion Hobbs, Yankee Cove Development LLC

1.4 THREE-YEAR PROPERTY HISTORY

The subject tidelands have been leased by the current lessee since 2004. The property was leased to Coeur Alaska, a mining company, in 2007 for $10,000 per month net lease with a property tax split between lessee and lessor. Their rent is adjusted annually by the Anchorage CPI. In addition Coeur paid approximately $225,000 for the floating dock, ramp and steel piling. Hobbs did the site work including rip rap rock wall and breakwater.

A complete copy of the lease is contained in the addenda.

1.5 LESSEE CONTACT, INSPECTION AND EFFECTIVE DATE

Mr. Marion Hobbs, the owner's representative, met Charles Horan, MAI on the site for a walk around inspection July 13, 2017. This is the effective date of the appraisal.

1.6 PURPOSE, INTENDED USE AND USER

Purpose: The purpose of this appraisal is to estimate the annual market rent for the subject in its prelease unimproved condition.

Intended Use: This valuation is to be used to help establish market rent per the rental adjustment provisions of the lease.

Intended Users: City and Borough of Juneau, as Lessor, and Marion Hobbs Yankee Cove Development LLC Incorporated, as Lessee.

1.7 APPRAISAL METHODOLOGY

The most direct way to value the subject's lease rent is on a rent per square foot comparison basis. We considered a wide variety of market information displayed in Section 2 of this report. In the subject instance we will use the three comps. Due to the limitation of sales, this analysis has been facilitated by developing a market relationship between tideland rents as a percentage of the estimated fee value. We have used a rate of 8% to calculate fee values from

rental indicators in our broader analysis. Also, the nominal unit value of tidelands as developed through the ratio between unit values of related uplands to the tidelands was considered as background. These rates and ratios are discussed specifically in Section 2 of this report and are further analyzed and explained in the "Tidelands Lease Rents-Ratios and Percentages" section of the addenda.

We identified comparable information through interviews with knowledgeable participants in the real estate markets such as local appraisers, other lessors and lessees, discussions with municipal property assessment personnel, and others who are familiar with the real estate market in Southeast Alaska. A search was performed of similarly used properties in the communities throughout Southeast Alaska. Information was collected from reliable sources as available.

Our office maintains market data information on sales and transfers, and on a geographic location basis for those rural properties not connected to a road system. Within each of these areas, the data is further segmented into commercial and residential properties. Within these divisions of separation are divisions for zoning and whether the properties are waterfront or upland parcels. Horan & Company, LLC, maintains and continually updates this library of sale transactions throughout the Sitka and Southeast Alaska region and has done so for over 25 years.

1.8 SYNOPSIS OF LEASES

The major points of the lease are summarized below. A copy of the lease is included in the addenda of this report. The lease began in July 2004 and was amended in September 2006 when the subject was surveyed, resulting in changes in the lease area.

Legal Description/Leased Premises:	The leased premises parcel depicted on Exhibit "A" consists of 0.59 acres (25,912 SF) of tidelands property for the dock facility and related marine activities. The lease premises parcel depicted on Exhibit "B" consists of 0.25 acres (10,874 SF) of tidelands property for the breakwater and related marine activities. The lease parcels are within Alaska Tideland Survey 1677.
Lessor/Ostensible Owner:	City and Borough of Juneau, Alaska.
Lessee:	Marion Hobbs, Member. Yankee Cove Development, LLC.
Term of Lease:	35 years
Annual Lease Payment:	The original lease payments in February, 2007 were $1,295.60 ($0.05/SF) for Exhibit "A" and $543.70 ($0.05/SF) tax for Exhibit "B". Total annual lease $1,839.30 ($0.05/SF).

Lease Dates:	Began February 27, 2008, expires February 26, 2043. There is an option to extend for an additional 35 years with the city approval.
Rental Adjustment Period:	Every five years. It appears as though the 2013 rental adjustment was not made.
Use:	Construction, operation, and maintenance of a dock, a breakwater, and related marine activities.
Property Rights Included:	Normal rights conveyed by lease.
Property Rights Excluded:	No mineral rights are conveyed by lease.
Other Terms of Lease:	Typical full net lease indemnifying lessee.
Easements:	None known other than the 50 foot access easement seaward of the mean high water line as noted on ATS 1677.
Removal or Reversion of Improvements:	Retained by Lessee or its successor if all obligations of lease have been fulfilled. Specified removal at Lessor's option with no injury or damage to the lands demise.
Improvements Included:	None. All improvements to be provided by lessee.
Size:	36,786 SF or 0.844 AC.

1.9 ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report and valuation contained herein are expressly subject to the following assumptions and/or conditions:

Hypothetical Conditions

HC 1 – This report is made under the hypothetical condition that the subject is in its unimproved prelease condition.

General Assumptions and Limiting Conditions

1. It is assumed the data, maps and descriptive data furnished by the client or his representative are accurate and correct. Photos, sketches, maps, and drawings in this appraisal report are for visualizing the property only and are not to be relied upon for any other use. They may not be to scale.
2. The valuation is based on information and data from sources believed reliable, correct and accurately reported. No responsibility is assumed for false data provided by others.
3. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.
4. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraisers' estimate of the highest and best use.
5. It is assumed the title to the property is marketable. No investigation to this fact has been made by the appraisers.
6. No responsibility is assumed for matters of law or legal interpretation.
7. It is assumed no conditions existed that were undiscoverable through normal diligent investigation which would affect the use and value of the property. No engineering report was made by or provided to the appraisers.
8. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
9. The value estimate is made subject to the purpose, date and definition of value.
10. The appraisal is to be considered in its entirety, the use of only a portion thereof will render the appraisal invalid.
11. Any distribution of the valuation in the report between land, improvements, and personal property applies only under the existing program of utilization. The separate valuations for land, building, and chattel must not be used in conjunction with any other appraisal and is invalid if so used.
12. The signatory of this appraisal report is an associate member of the Appraisal Institute. The bylaws and regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report in its entirety to such third parties as selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media

for public communication without the prior written consent of signatories of this appraisal report.

13. The appraisers shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described herein unless prior arrangements have been made.

1.10 TERMINOLOGY

Market Rent

The most probable rent that a property should bring in a competitive and open market.

Rental Rate

The percentage of market value that a comparable class of private property would bring in the open market with the same conditions of lease as offered by the state.

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute, Page 97

The use of hypothetical conditions or extraordinary assumptions may affect the assignment results.

Tidelands

All areas which are at or below mean high tide and coastal wetlands, mudflats, and similar areas that are contiguous or adjacent to coastal waters and are an integral part of the estuarine systems involved. Coastal wetlands include marshes, mudflats, and shallows and means those areas periodically inundated by saline waters.

Market Value is defined as:

"The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restriction of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements."

The Appraisal of Real Estate Appraisal Institute, 14th Edition, Page 447

Exposure Time

The exposure time is estimated at between one and two years. These properties do not often sell and would require some time for due diligence and the finding the right buyer. Market

exposure time is retrospective of the appraisal date and linked to the Opinion of Market Value. It considers the depths of supply, availability of funds for purchased, the depth of demand, and the functional utility of the property. It assumes that the property would be professionally marketed and would allow a reasonable period of time for due diligence.

The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute, Page 123

2 MARKET AREA ANALYSIS

2.1 JUNEAU AREA ANALYSIS

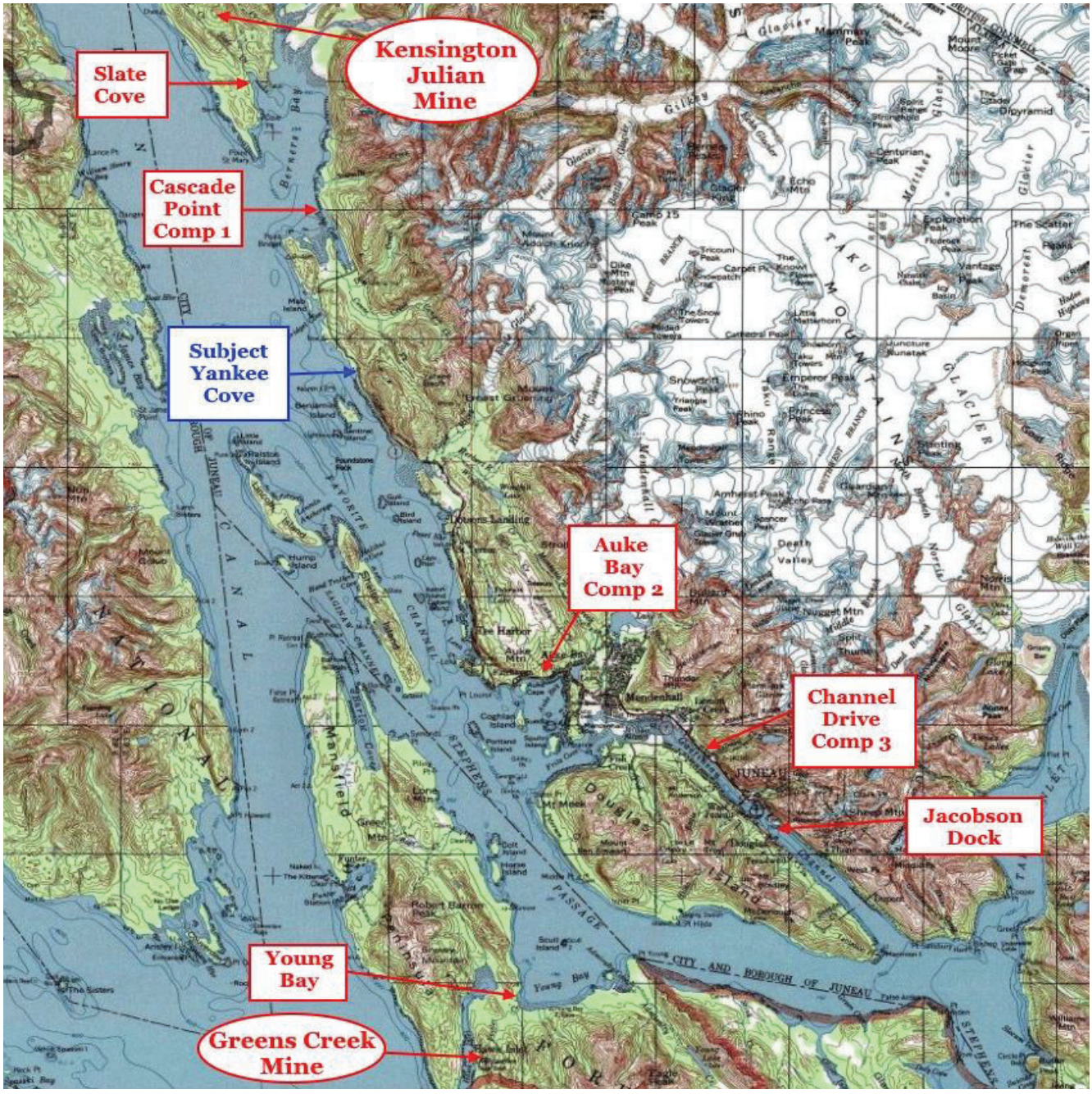


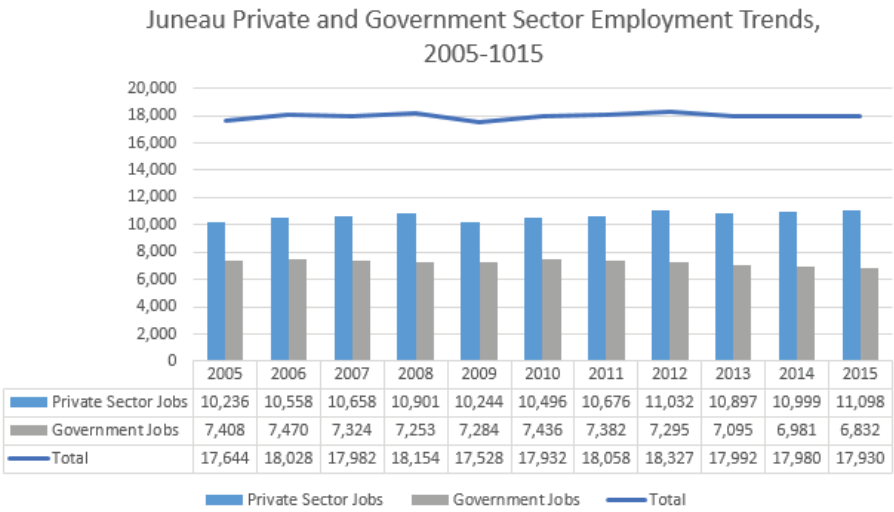
FIGURE 2.1 - MAP SHOWING SUBJECT, COMP LOCATIONS, AND TIDELAND LEASE SITES FOR INDUSTRIAL AND MINE TRANSPORTATION DOCK USES.

Overall Market

The demand for property is driven by population, which is in large part driven by employment.

The Juneau economy is primarily driven by the government. 40% of all jobs and 50% of all wages in Juneau are Federal, State or Tribal Government. Being the state capitol, State of Alaska employment makes up about a quarter of this payroll.

Diversifying elements of Juneau's economy include tourism, two nearby major gold mines (Greens Creek and Kensington), regional and local health care, and the seafood industry. The Juneau and Southeast Alaska Economic Indicators July 2016 released by the Juneau Economic Development Council (JEDC-2016), indicates a very slight contraction of combined government and private sector jobs of less than 1%. See Figure 2.2 extracted from JEDC reports. The federal civilian sector was most significantly impacted by the reduction, losing a total of 15 jobs, but saw no reduction in wages paid. Healthcare, construction, mining, and state government all saw reductions in the numbers of jobs, but actual small gains in payroll as part-time and lower paying jobs were reduced or consolidated. Job gains were concentrated in Juneau's tourism sector and administrative service jobs.State government lost the most jobs, contracting by 4%. Local government made up for some of the loss with an additional 38 jobs in 2015. The employment outlook will have Juneau's economy strongly impacted by the approach the legislature takes to solve the state's budget deficit. With continued diminution of state and federal employment,the community may experience an out-migration that effects all aspects of the economy.

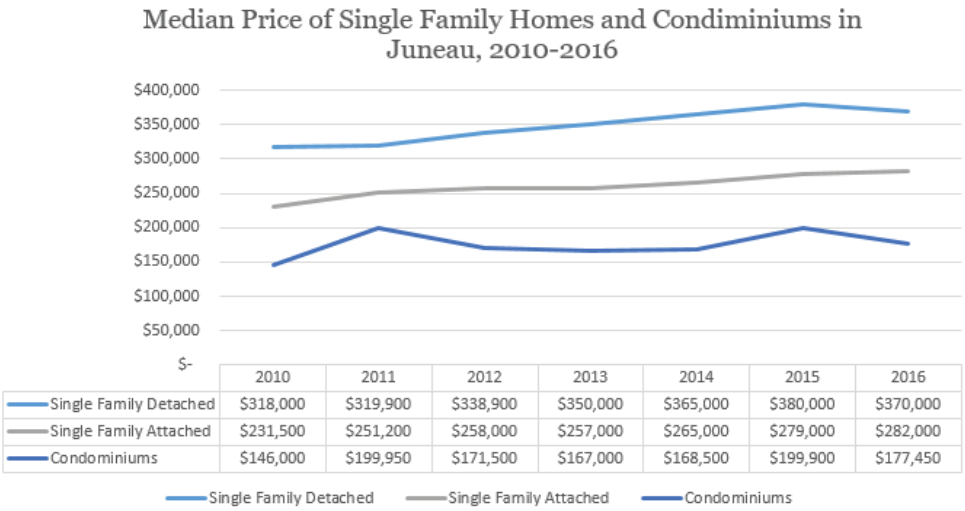


	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Private Sector Jobs	10,236	10,558	10,658	10,901	10,244	10,496	10,676	11,032	10,897	10,999	11,098
Government Jobs	7,408	7,470	7,324	7,253	7,284	7,436	7,382	7,295	7,095	6,981	6,832
Total	17,644	18,028	17,982	18,154	17,528	17,932	18,058	18,327	17,992	17,980	17,930

FIGURE 2.2– EMPLOYMENT TRENDS
SOURCE: JEDC.ORG

According to the JEDC, Juneau's population leveled off in 2014 after six years of continuous growth from a low in 2007 of 30,350 to 33,030 in 2013 and 33,026 in 2014. This compounded annual growth of 0.5% is less than the state growth of 1.0%, but more than Southeast Alaska's 0.2% compounded growth rate. JEDC states that the population and economy will be impacted by the legislature's approach to solving the state's budget deficit.

The JEDC Economic Indicators Report confirms that Juneau's housing market has witnessed relatively stable growth. Home sales were up by 10% in 2015 over 2014, with increased sales in all residential types with the exception of single family detached. Prices have continued to

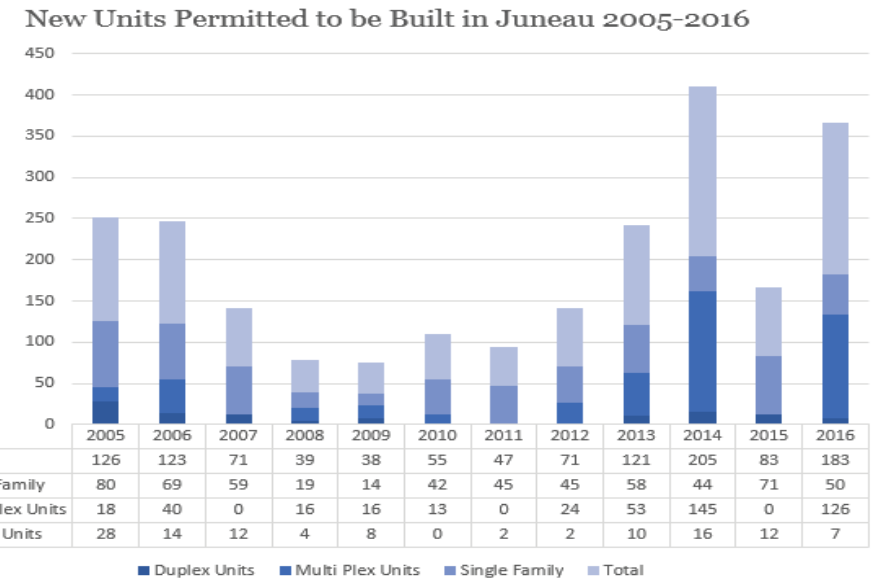


	2010	2011	2012	2013	2014	2015	2016
Single Family Detached	$318,000	$319,900	$338,900	$350,000	$365,000	$380,000	$370,000
Single Family Attached	$231,500	$251,200	$258,000	$257,000	$265,000	$279,000	$282,000
Condominiums	$146,000	$199,950	$171,500	$167,000	$168,500	$199,900	$177,450

FIGURE 2.3 – MEDIAN HOUSE PRICE TRENDS
SOURCE: SOUTHEAST ALASKA MULTIPLE LISTING SERVICE

increase, with single family homes gaining 5.5% in 2015 and rising to the date of the JEDC report in 2016. According to the report, there were 202 sales of single-family detached residences in 2015, compared to 209 in 2014 and 219 in 2013. The median price has remained relatively stable in recent years within 4%, between $365,000 and $380,000. These trends seem to indicate that Juneau has recovered from the volume and price lows of the mid 2000's. Please see Figure 2.3.

Trends in new construction indicate a large number of multiplex units permitted. Permits for single family residential was up to 71 in 2015 from 44 in 2014 and 50 permits were issued for SFR's in 2016. Please see Figure 2.4 extracted from JEDC's data (http://www.jedc.org/Housing-Indicators).



	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Total	126	123	71	39	38	55	47	71	121	205	83	183
Single Family	80	69	59	19	14	42	45	45	58	44	71	50
Multi Plex Units	18	40	0	16	16	13	0	24	53	145	0	126
Duplex Units	28	14	12	4	8	0	2	2	10	16	12	7

FIGURE .2.4 – NEW CONSTRUCTION TRENDS
SOURCE: CBJ BUILDING PERMIT OFFICE

Given the above information, market conditions in Juneau may change depending on the state's approach to budget deficits. The Juneau economy needs to continue to diversify. The outlook based on these trends appears to favor steady growth in Juneau's residential real estate market for the near future; however commercial demands may diminish with employment. These are trends that impact the overall market closer to the Juneau core. The spinoff demand and impact to property nearly 40 miles out of Juneau in the subject neighborhood is relatively limited given the behavior in that market over the last several years. This is further described in the following section.

NEIGHBORHOOD/SUBMARKET ANALYSIS

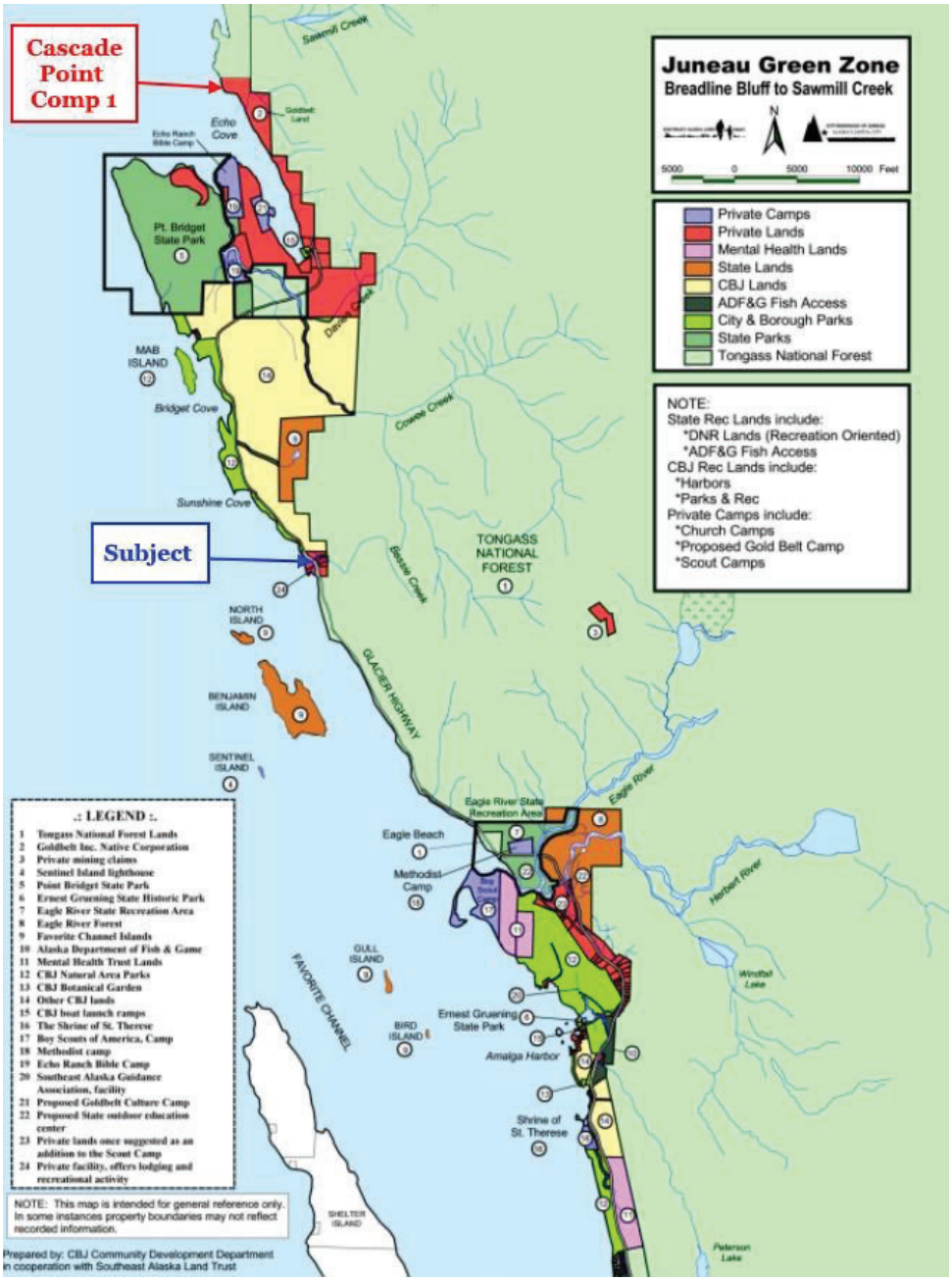


FIGURE 2.5 - NEIGHBORHOOD MAP SHOWING OWNERSHIP

The subject property is at Yankee Cove, adjacent to Favorite Channel. The tidelands lease services a medium draft vessel dock, which currently caters to transporting Kensington mine employees and materials to Slate Cove across Berners Bay, a distance of about 16 miles. The subject is located about 10 miles south of Echo Cove at the end of the paved road public system. The road continues about 3 miles north to Cascade Point. There is a tidelands lease at this location in anticipation of a shorter ferry run distance to Slate Cove.

The subject neighborhood is typical of many rural highway waterfront communities in Southeast Alaska. Glacier Highway generally follows the coastline in a northerly direction from the Mendenhall Valley and downtown Juneau. Its penetration into the interior lands is limited by topography and other developmental restrictions and demand. The immediate area near the subject is known as Yankee Cove. The area is characterized by steep slopes and heavy forest terminating in the shallows of the estuary of Bessie Creek and its associated drainages.

There are very few sales in the area. Comparable market indicators are found in other competing areas throughout the Juneau road system. The market demand is static.

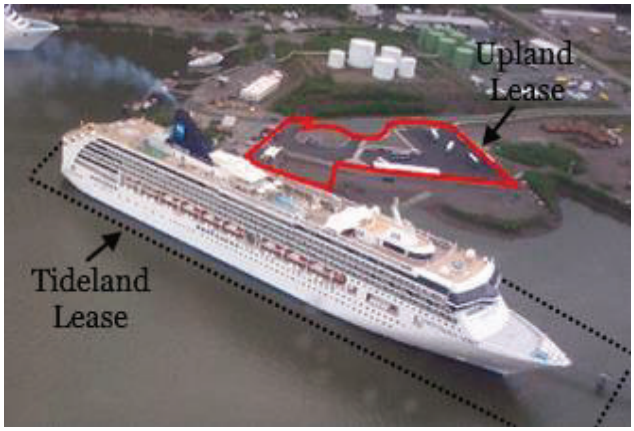


FIGURE 2.7 - JACOBSON CRUISE SHIP DOCK SHOWING UPLAND LEASE AND THE ADJACENT TIDELAND LEASE

COMPETITIVE COMMERCIAL WATERFRONT PROPERTIES-

As a dock site, competitive properties along the Juneau road system would generally be south of the subject. There are no recent industrial waterfront site sales. The most recent lease was in 2016 at 3155 Channel Drive, a 6 ½ acre site to SECON for just over 90¢/SF per year. This fully developed barge landing site had an underlying tideland lease similar to the subject situation in its pre developed state at 15¢/SF. The undeveloped land lease rent is 16.7% of the upland lease unit value (15¢/SF divided by 90¢/SF). This undeveloped tideland lease is typical of the Channel Drive area, 3 miles from downtown Juneau.

Cruise ship docks raw tidelands in the Juneau area are leasing at 40¢/SF to 60¢/SF. These are far superior to the subject in location and economic demand. One leased parcel at 40¢/SF has an adjacent upland lease at $1.60/SF per year. Both these leases reflect undeveloped land whereby the lessee built out the up land and tidelands docking and staging structures. This indicates a ratio of undeveloped tideland lease at 25% of the unit value of the adjacent upland lease rate.

FIGURE 2.8 - ALASKA GLACIER SEAFOODS LEASE ADJACENT TO FEE OWNED UPLANDS.

There are several leases in Auke Bay. The most recent is the Alaska Glacier Seafoods lease, submerged lands adjacent to the fee owned tidelands renting for 18¢/SF. This is in a superior location to the subject but has similar inferior land characteristics in that it is wholly submerged lands only. This Tideland lease is adjacent to the uplands which have been filled behind the seawall, similar to the subject dock site. The cost of filling these lands in creating the seawall is well over $30.00/SF.

FIGURE 2.9 - CASCADE POINT TIDELAND LEASE.

In consideration for the subject's rural location 34 miles out Glacier Highway, we also looked at remote lease sites including Slate Creek Cove; the Kensington Mine drop off site north of Berners Bay. The five acre lease is for just over 3¢/SF, set back in 2014. There's a 4.4 acre lease tract in Greens Bay that serves for the drop off site at Greens Creek Mine on Admiralty Island, which lease was adjusted in January 2015 at 3.2¢/SF. The sites are obviously inferior having no connection to the Juneau road system. By contrast there is a 5.6 acre lease tract at Cascade Point at the very end of the Juneau road system which rents for just over 6¢/SF. One of the significant issues that would influence the lease rate per SF is that these sites are large and square off sites, not as narrowly described as the subject, which minimizes the subject area. The economic influence here would be that the rent may be somewhat lower on a direct comparison basis but the SF rent would be significantly higher.

3 PROPERTY DESCRIPTION

3.1 SITE DESCRIPTION

The subject is located in Yankee Cove approximately 34.5 miles north on Glacier Highway from Juneau, Alaska. This is a relatively well protected cove from north, east and northwest weather. The cove has exposure on the west which has been mitigated by a rock breakwater built on a portion of the subject lease lands by the lessee. The subject lease tracts are negotiated remnants of the larger area that had been covered by a corps permit for dredge and fill (see Figure 3.3 for an excerpt of that drawing). These lands have been conveyed to the city for management purposes since the lease began. The conveyance which approximates the original lease negotiation tracks include Alaska Tideland Survey 1677 (an excerpt of which is included below in Figure 3.1) and Bessie Creek, an anadromous stream bisects the cove restricting development in that area.

The subject lands have been developed by the lessee with the aforementioned breakwater, east of Bessie Creek and a filled parking/staging area with a ramp and floating dock west of Bessie Creek as noted in these drawings.

Site Size and Shape

Per the lease, the square foot areas of the subject are 10,876 SF of the west side of Bessie Creek supporting the breakwater and 25,912 SF on the east side of the creek supporting the rip rap rock fill parking area, ramp and float areas. Total indicated lease area 36,786 SF.

The subject actual lease areas are contrasted with the surveyed areas to the CBJ in the following table.

TABLE 3.1 - SUMMARY LEASE AREA COMPARISON TO COMPACT TRACT (PARENT TRACT) FROM WHICH LEASE MADE.

	Tr B-west of creek	Tr A-east of creek	Total areas
Parent Tract ATS 1677	0.84 acres	2.77 acres	3.51 acres
Leased Parcels	0.25 acres	0.59 acres	0.844 acres
Use Ratio	29.8%	21.3%	23.9%

The lease parcels give the subject an effective usable water front of just over 160 feet (65 feet seaward and of submerged float extension and 97.81 feet frontage along staging area loading zone).

The tidelands shallow up in this area due to the influence of Bessie Creek and it is unlikely there will be any other commercial development in the cove due to access and size.

Although the lands have been dredged, filled and developed by the lessee with a dock, for the purpose of this appraisal for estimating the annual market lease rate they are appraised in their pre development condition.

Enhanced Utility of Subject Parcels

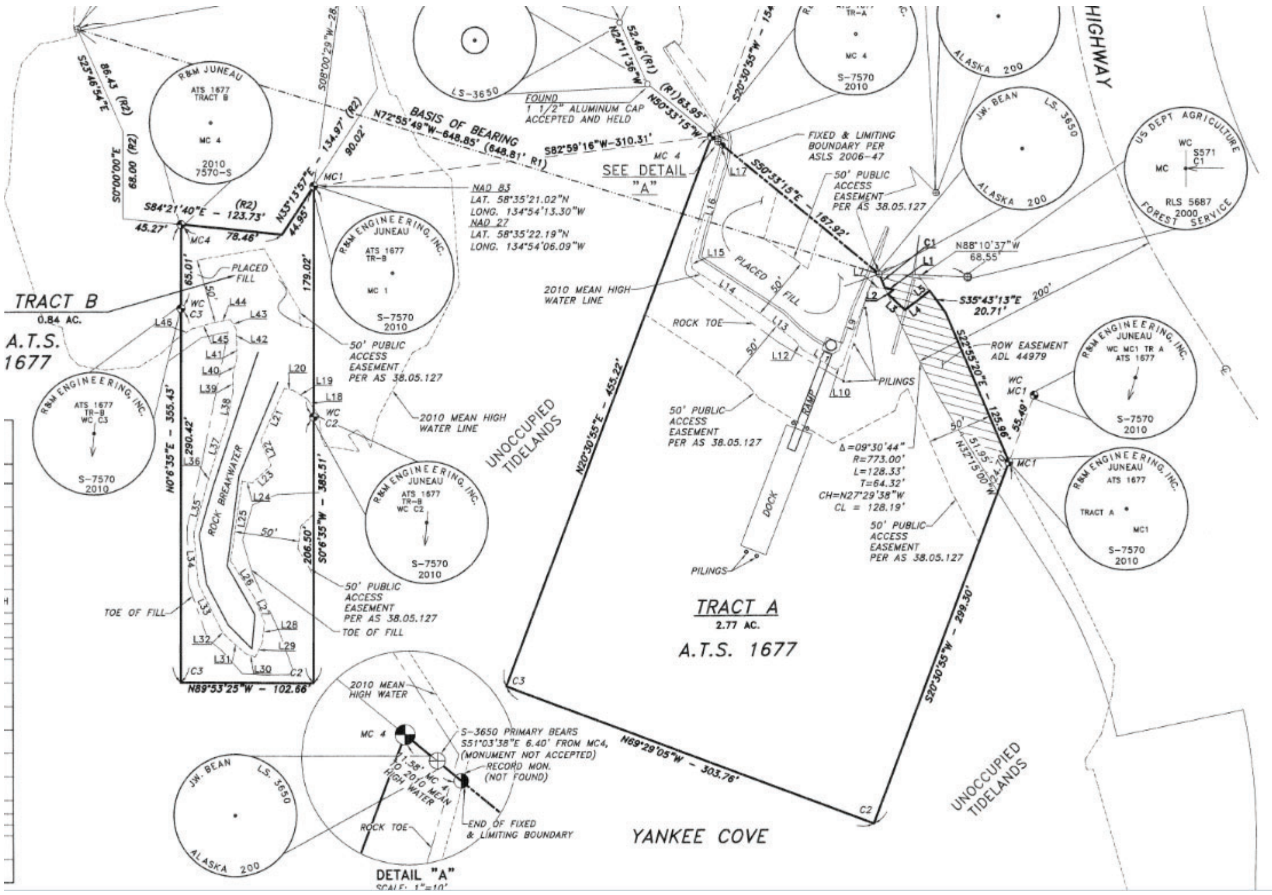


FIGURE 3.1 EXCERPT OF ATS 1677. PLEASE SEE A COMPLETE COPY OF ATS 1677 IN THE ADDENDA. THIS FIGURE SHOWS THE AREA AS CONVEYED FROM THE STATE TO THE CITY FROM WHICH THE LEASE PARCELS ARE DESIGNATED. IT SHOWS THE SQUARED OFF AREAS SIMILARLY SHAPED AS OTHER TIDE LAND LEASES IN THE MARKET. THESE AREAS CONTRAST TO THE SUBJECT'S "COOKIE CUTTER" OR NARROWLY SCRIBED AREAS OUTLINED IN THE LEASE.

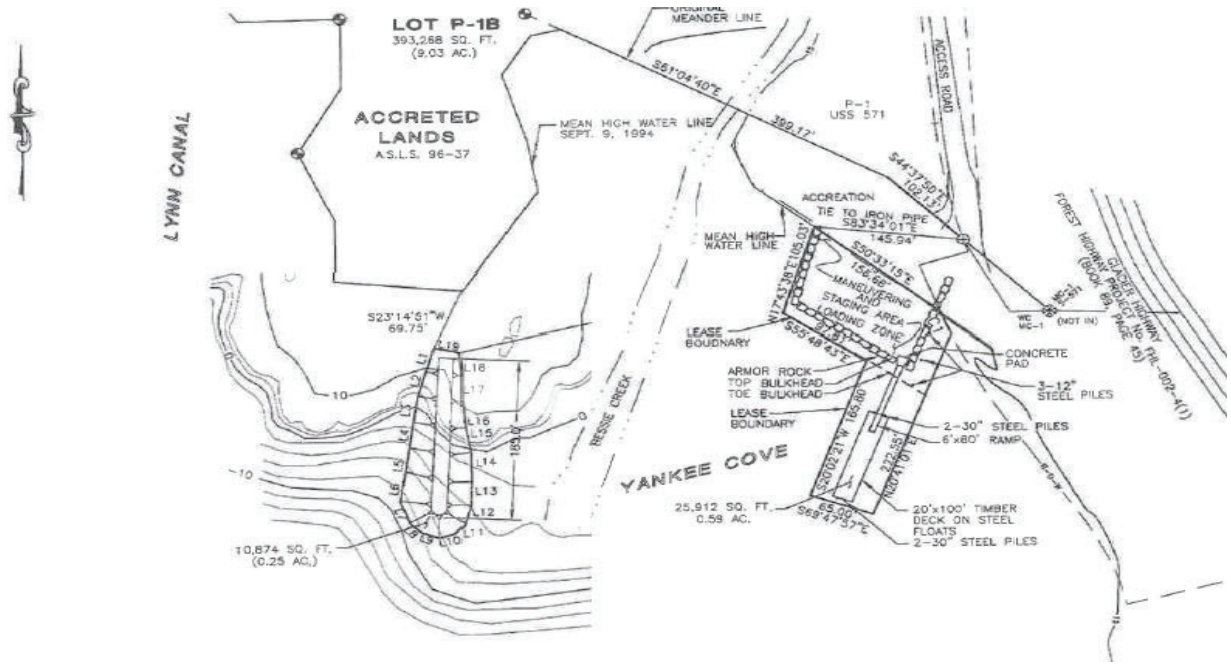


FIGURE 3.2 - COMPOSITE MAP FROM EXISTING LEASE EXHIBIT A. ALTERED TO SHOW BOTH PARCELS. HORAN & CO. NOT TO SCALE.

The subject parcels and boundaries generally scribe the exact use areas, leaving other areas that would normally be required for maintenance, navigation and generally squaring off the properties to define them as distinct from other adjacent properties. The "leavings" around the edge of the subject's narrowly scribed parcels have little remaining utility to the underlying property owner (lessor). This enhances the value of the smaller circumscribed parcels as compared to typically leased parcels that are normally squared off. In other words, the subject and another property could have similar utility. However, the subject's narrowly defined property has less square footage as designated in the lease. Therefore, the lesser area of the subject has a greater value than the nominal area of competitive parcels and are squared off.

It appears the 200 feet ROW from Glacier Highway center line shown in Tract A is not on the subject lease parcel. This is a sloping beach area at an extremely lower elevation than the roadway. There is a 50 foot wide public access easement, standard for waterfront properties, which does imprint on the subject lease areas but does not inhibit the subjects use or its highest and best use as leased.

ATS 1677 Plat Notes

GENERAL NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY WAS BETWEEN TWO RECOVERED PRIMARY MONUMENTS FOR A.S.L.S. NO. 2006-47, HAVING A COMPUTED BEARING OF N72°55'49"W.

2. WHERE RECORD SURVEY COURSES (BEARINGS AND/OR DISTANCES) DIFFER FROM THAT OF ACTUAL FIELD MEASURED AND/OR COMPUTED SURVEY COURSES, THE RECORD BEARING AND/OR DISTANCE IS SHOWN WITHIN PARENTHESIS WHILE THE ACTUAL MEASURED AND/OR COMPUTED SURVEY COURSE IS SHOWN WITHOUT PARENTHESIS.

3. THIS SURVEY IS BASED UPON THE FOLLOWING DOCUMENTS ON FILE IN THE JUNEAU RECORDERS OFFICE: A.S.L.S. 96-37 (PLAT NO, 99-12), A.S.L.S. 2006-47 (PLAT NO. 2009-10)

4. THIS SURVEY WAS ACCOMPLISHED IN ACCORDANCE WITH A.S. 38.05.825 AND ALASKA TIDELANDS SURVEY SI NO. 1677.

5. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARINGS AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.

6. THE ERROR OF CLOSURE FOR THIS SURVEY IS NOT GREATER THAN 1:5000.

7. WITH THE EXCEPTION OF AREAS WHERE FILL HAS BEEN PLACED IN THE TIDELANDS, THE NATURAL MEANDERS OF THE LINE OF MEAN HIGH WATER FORM THE TRUE BOUNDS OF ATS 1677. THE APPROXIMATE LINE OF M.H.W. AS SHOWN IS FOR AREA COMPUTATIONS ONLY, WITH THE TRUE CORNERS BEING ON THE EXTENSION OF THE SIDE LINES AND THEIR INTERSECTION WITH THE NATURAL MEANDERS.

8. MEAN HIGH TIDE WAS DETERMINED BY TIME COORDINATED TIDAL OBSERVATIONS ON MARCH 22, 2010 AS EXTRAPOLATED FROM THE NOAA PUBLICATION FOR THE PREDICTIONS OF HIGH AND LOW WATERS FOR 2007.

9. PARTS OF THIS SUBDIVISION ARE LOCATED IN A VELOCITY (V) FLOOD ZONE ACCORDING TO THE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY AND BOROUGH OF JUNEAU, ALASKA AS PROVIDED BY THE FLOOD INSURANCE RATE MAP (FIRM) 02009-0850B. SPECIAL DEVELOPMENT REGULATIONS APPLY.

10. BESSIE CREEK IS DESIGNATED AS AN ANADROMOUS CREEK BY THE 2008 COMPREHENSIVE PLAN OF THE CITY AND BOROUGH OF JUNEAU, ALASKA. SPECIAL DEVELOPMENT REGULATIONS APPLY.

11. PER AS 38.05.127, THE STATE OF ALASKA RESERVES A PUBLIC ACCESS EASEMENT ALONG AND 50' SEAWARD OF THE CURRENT LINE OF MEAN HIGH WATER, IN AREAS WHERE FILL HAS BEEN PLACED ON STATE OWNED TIDE AND SUBMERGED LANDS, THE STATE OF ALASKA ALSO RESERVES A PUBLIC ACCESS EASEMENT 50' UPLAND OF THE CURRENT LINE OF MEAN HIGH WATER, OR TO THE TRACT BOUNDARY.

12. THE BASIS OF COORDINATES USED WERE CONSTRAINED TO THE NATIONAL SPATIAL REFERENCE SYSTEM (NSRS) USING CORS STATIONS JNU-1 , WHIT , AND GUS6.

13. UPLAND BOUNDARY OF TRACT B IS "FIXED AND LIMITING" IT HAS BEEN FILLED.

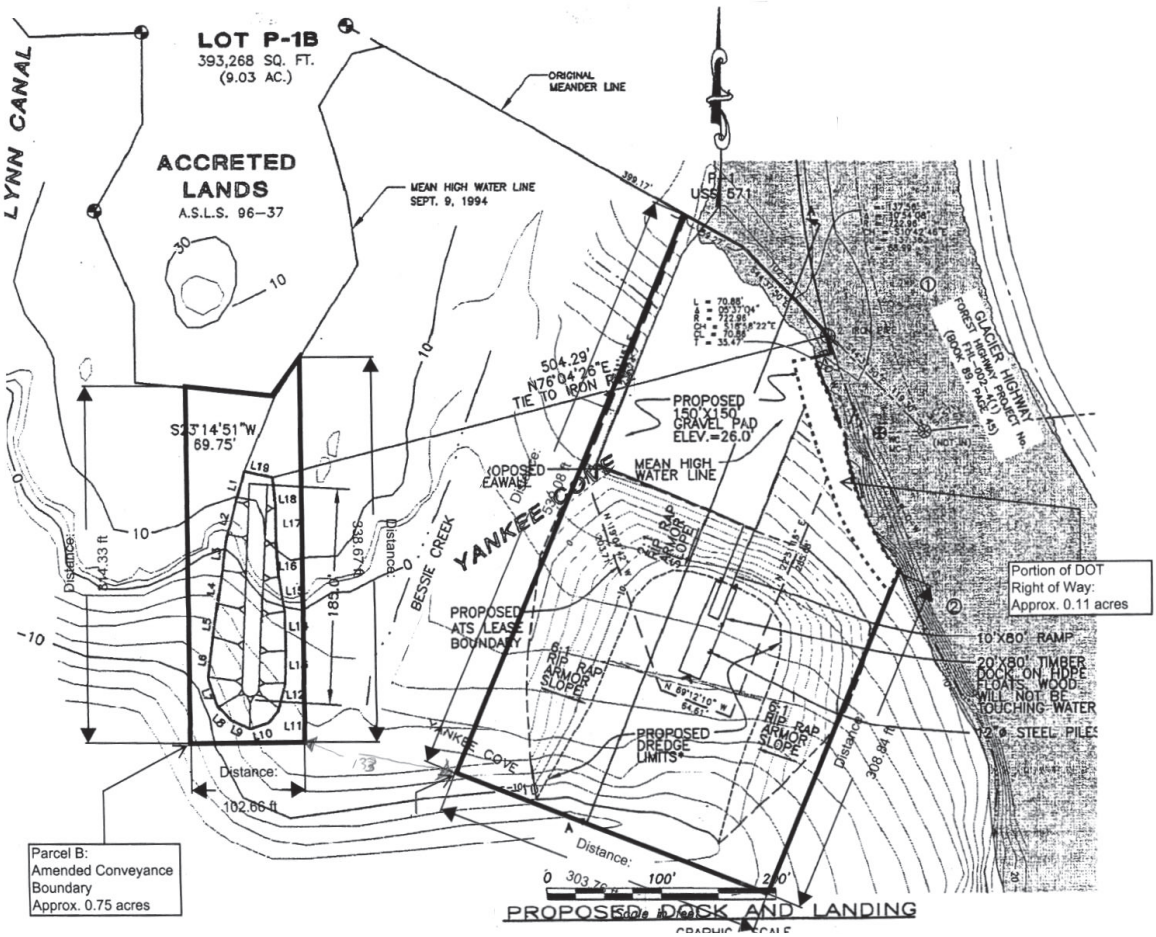


FIGURE 3.3 - THIS IS AN OLDER CORP PERMIT DRAWING FROM THE ORIGINAL LEASE NEGOTIATIONS SHOWS THE BATHOMETRIC TOPOGRAPHY AND ORIGINAL AREAS TO BE DREDGED OR FILLED.

Access
The subject site is accessed through the adjacent privately owned land by gravel roads maintained by the lessee. They connect to Glacier Highway state owned and maintained paved two way roadway. The site has good waterfront access as well but required dredging to accommodate larger mid-draft vessels.

Utilities
There are no public utilities developed into the subject area. Power is usually generated with onsite generators. Septic sewage systems have to be developed in accordance with state requirements. Onsite water is typically generated by catchment or surface systems.

Zoning
The properties are adjacent to uplands zoned Rural Reserve (RR). It is assumed that the subject tidelands would take on the zoning of the adjacent property. According to the City and Borough of Juneau, the RR, or rural reserve zoning district, is intended for lands primarily in public ownership managed for the conservation and development of natural resources and for future community growth. In addition, recreation cabins, lodges and small seasonal recreational facilities may be allowed. Minimum lot size is 36,000 SF>

Assessed Valuation and Taxes
The assessment account which would cover the subject parcels are consolidated and carried on Parcel number 3B4401000052. The exceprt from the 2015 Assesment records show the subject land as a possessory interests (POSS. INTR.). See figure 3.4 below shows the calculation of the current land assessment covering the subject Tideland lease areas and the 9.488 acre fee owned uplands.

2015 LAND VALUATION FOR ECONOMIC UNIT 3B4401000052 (0053, 0054)
YANKEE COVE DEVELOPMENT LLC
ALL VALUE IS ON PCN 3B4401000052

Areas (sf) for the leased parcels are taken from the lease document, pg 3

PCN			AREA ACRES	AREA SF	RATE	AMOUNT	
3B4401000052	FEE SIMPLE	UPLAND	9.48	412,844	1.70 AC	703,000	
3B4401000053	POSS. INTR.	FILLED	0.264004	11,500	6.00 SF		
3B4401000053	POSS. INTR.	SUBMERGED		14,412	0.75 SF	74,300	POSS. INTR. ADJ AMT
3B4401000054	POSS. INTR.	FILLED		10,874	6.00 SF	60,700	POSS. INTR. ADJ AMT
				449,630		838,000	

These three parcels, 3B4401000052, 0053 and 0054 are treated as an Economic Unit. All values, both land and improvements, are on 0052. 0052 is the upland parcel which consists of 9.48 acres with the lodge building and several smaller cabins and storage buildings. 3B4400053 is a possessory interest leased area which consists of a fraction of ATS 1347 TR A. The leased area totals 25,912 sf of which 11,500 sf is estimated to be filled. The remaining 14,412 sf is submerged. 3B4401000054 is also a possessory interest leased area which consists of a fraction of ATS 1347 TR b. The leased area totals 10,874 sf all filled area (breakwater).

Figure 3.4 excerpt from CE BJ assessment record showing a land value calculation.

The following assessment parcel summary shows the entire property's current assessment.

Parcel #	Street Address	Legal Description 1
3B4401000052	GLACIER HWY 35000	USS 571 LT P1C

Owner's Name and Address

YANKEE COVE TRUST & MARION HOBBS TRUSTEE
2280 BRANDY LN SP 4
JUNEAU AK
99801

Previous Owner	Site Value	Building PV	Total PV
MARION B HOBBS	$ 838000.00	$ 613300.00	$ 1451300.00
Use Code	**Exempt**	**Zoning**	**Tax Year**
Commercial Misc	No Data	Rural Reserve	2017
Number of Units	**Year Built**		**Gross Living Area**
001	1981		004073 sq.ft.

Garage	Garage Area	Lot Size	Last Trans
No	N/A	9.48 acres	0000
City Water Available	**City Sewer Available**		
No	No		
Exempt Land	**Exempt Building**	**Exempt Total**	**Road/No Road**
N/A	N/A	N/A	No Data

Figure 3.5 CBJ assessment record

Improvements

The site is appraised as hypothetically unimproved. Actual improvements include the rubble mound breakwater west of Bessie Creek and the dock site and staging area east of the creek. The dock is a 20' x 100' wood deck on steel floats with a 6' access ramp 80' long. There are seven existing steel pilings, a gravel boat ramp and an adjacent armor, rocked-raised pad of approximately 14,000 SF for maneuvering, staging and loading area for wharfage uses. The entire dock rests in a large, dredged, underwater basin approximately 300' by 300', with a 6:1 rip rap armor slope developed in it. The existing dock/marine improvements were permitted by the Army Corp of Engineers in July 2004 and developed in 2005 and 2006.

4 VALUATION

4.1 HIGHEST AND BEST USE

Highest and best use is defined as "the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property– specific with respect to the user and timing of the use–that is adequately supported and results in the highest present value."

The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute, Page 93

There are four criteria that highest and best use must meet which include: legal permissibility, physical possibility, financial feasibility, and maximum productivity. The site is physically suited for the dock development which has been completed by the lessee. It is presumed to be legally permissible as developed. There are a limited number of alternative feasible uses such as small marina, residential view site with small boat launch and the commercial/industrial dock as developed. As developed, the subject site is under lease as outlined earlier in this report. In addition to the Kensington Mine/Coeur Alaska departure site, the subject has occasionally been used by tour boats and other operators as a jumping off point from the Juneau road system to Lynn Canal and other parts north. The highest and best use of the site is a commercial boat dock and launching facility as developed.

4.2 RENTAL COMPARISON APPROACH

The most direct way to value the subjects' lease rent is on a rent per square foot comparison basis. In the subject instance we will use the three comps selected as the most representative of the market based on the competitive market discussion in Section 2 of this report.

For the purpose of estimating the rents here we will use the annual rent per square foot indicated by the three main comps which are summarized in Table 4.1 - Qualitative Rating Grid. Details of these comps are contained in the addenda.

Qualitative Ranking

The difference between the subject and the comps would ideally be explained by measurable objective differences found in the market. There is not enough sales information to make discreet quantitative adjustments for differences for things such as location, extreme size differences, quality of the tidelands, etc. In this instance we will use a qualitative rating to help bracket the subject on a nominal square foot rent basis.

A qualitative rating has been developed to weigh the differences between the subject and the comparables whereby, if a comparable attribute is superior to the subject, a minus rating of -1, -2, or -3 is given, depending on its severity. Conversely, if a comparable attribute is inferior to the subject, a plus rating of +1, +2, or +3 is given, depending on its severity, to weight this with other attributes towards the subject. The gradation of weighting 1 to 3 is used since all qualitative attributes are not, in the appraisers' opinion, equally weighted within the market.

These ratings will be discussed below and summarized in Table 4.1. Some of the significant market driven issues are discussed below.

The **titled interest** is rated similar between the subject and comparables. The subject lease specifies leasehold interest in fee simple less mineral rights. This is a typical arrangement for State of Alaska or municipal land leases and has nominal impact on value.

All comparables were found to be similar in the **conditions of sale**, all being supported by reasonable market evidence such as an appraisal.

The **market conditions** are similar. While the market may have fluctuated somewhat since 2010, there is not consistent rational evidence for adjustment in this limited market in this instance.

Location in this instance notes the general market preference for one location over another. The availability of utilities inconvenience to population areas influence this rating. Comp 1 is over 10 miles north of the subject, further away from town services by a gravel road. It is inferior in location at Cascade Point by +1. Comps 2 and 3 are much closer to town and service by utilities. They are superior in location by -1 each.

The subject and the comps are all **zoned** similarly and have similar highest and best use for commercial or industrial waterfront application.

The **size** of the site influences the value per square foot only for extreme differences in these types of commercial/industrial properties. Some sites need a critically large area in order to function. Some large sites present excess land and are more difficult to sell or rent because there are a limited number of users for the entire parcel. Where there are extreme size differences, the unit values of the larger parcels tend to be less due to the lack of current demand. In the subject case, Comp 1 is over 6 ½ times the subject size and is rated inferior on a price per square foot basis by+1. There is no rating difference for Comps 2 and 3.

Shape is very important in the subject instance. The subject site required significant area in that it needed to have control of an area to build a breakwater and dredge a tidal basin taking up nearly four acres of size. The final lease configuration was a narrowly scribed parcel of less than one acre. Comp 1 is inferior in that it is a large rectangular site which allows space for building a breakwater and dock similar to the subject. Its shape is inferior to the subject by +1. Comps 2 and 3 were compact sites nearly all developed for a planned development and to moor ships and are rated similar in shape.

Waterfront access quality is important for the sites as transfer points for marine transportation. The subject is not well protected from the westerly weather and required significant dredging. This is similar to Comp 1 and will also require a breakwater when fully developed. Comp 2 was for deep water where the lessee owned in fee the sloping tidelands. In this respect it is on balance rated similar. Comp 3 had dredging issues and is also rated similar.

This discussion and the various ratings are outlined in summarized in Table 4.1

TABLE 4.1 - QUALITATIVE RATING GRID							
Comparable Elements	**Subject** 34.5 Mile Glaicer Hwy	**Comp 1** – 46 Mile Glacier Hwy, (5868)		**Comp 2** – 13555 Glacier Hwy Drive (2783)		**Comp 3** – 3155 Channel Drive (9573)	
Annual Rent		$14,800		$3058		$11,957	
Annual Rent/SF		$0.06/SF		$0.18/SF		$0.15/SF	
Titled Interest	Leasehold	Similar	0	Similar	0	Similar	0
Conditions of Sale	Cash	Similar	0	Similar	0	Similar	0
Market Conditions	07/17	04/13	0	7/15	0	4/14	0
Location	Yankee Cove	Cascade Point	+1	Auke Bay	-1	Chanel Drive	-1
Zone	RR	RR	0	WI	0	WI	0
Size	36,786 SF	246,114 SF	+1	16,888 SF	0	79,715 SF	0
Shape	Narrowly Scribed	Open spaces	+1	Similar	0	Similar	
Waterfront Access Quality	Unprotected from the west needed breakwater.	Similar	0	Similar	0	Similar	0
Overall Rating		Inferior	+3	Superior	-1	Superior	-1

If a comparable attribute is **superior** to the subject, a minus rating of -1, -2, or -3 is made, depending on its severity.
If a comparable attribute is **inferior** to the subject, a plus rating of +1, +2, or +3 is made, depending on its severity.

Based on the foregoing, comparable rent bracket the subject as indicated in Table 4.2 below.

TABLE 4.2 - COMPARABLE SF PRICE RANKING GRID			
Comp #	**Location**	**Annual Rent/AC**	**Ranking**
1	46 Miles Glacier Highway (5868)	6¢/SF	Inferior+ 3
Subject		Solve	Solve
3	3155 Channel Drive (9573)	15¢/SF	Superior -1
2	13555 Glacier Hwy Drive (2783)	18¢/SF	Superior -1

The market is not perfectly consistent due to the limited number of transactions and other inconsistent market forces. These rental rates suggest that the subject would be somewhat less than 15¢/SF but significantly more than 6¢/SF. The higher end of this range is obviously more comparable to the subject. Based on the foregoing, the indicated current market rent for the subject tidelands is 12¢/SF. The market rent is estimated as follows:

36,786 SF at 12¢/SF= $4,414.32/ year rent

ADDENDA

SUBJECT PHOTOGRAPHS

PHOTO 1 – SUBJECT ADJACENT FILLED UPLANDS LOOKING IN A SOUTHEASTERLY DIRECTION. SUBJECT DOCK SITE PHOTO DISTANT CENTER. (071317_0865)

PHOTO 2 – LOOKING DOWN RAMP TO THE SOUTH ONTO SUBJECT SUBMERGED LANDS. (071317_0853)

SUBJECT PHOTOGRAPHS

PHOTO 3 – LOOKING NORTH ACROSS SUBJECT SUBMERGED LANDS AND FLOAT ONTO SUBJECT FILLED STAGING AREA-LOADING ZONE AT ROCK WALL COMPRISING WESTERLY SIDE OF DOCK SITE. (071317_0855)

PHOTO 4 – LOOKING NORTHERLY ALONG SUBJECT SUBMERGED LANDS AND ADJACENT UPLANDS AT GRAVEL RAMP ALONG EASTERLY SIDE OF DOCK SITE. (071317_0857)

SUBJECT PHOTOGRAPHS

PHOTO 5 – LOOKING IN THE OPPOSITE, SOUTHERLY DIRECTION DOWN SLOPING RAMP AT EASTERLY SIDE OF DOCK SITE. (071317_0859)

PHOTO 6 – LOOKING SOUTHERLY FROM UPLANDS TOWARDS SUBJECT BREAKWATER SITE SHOWING EAST SIDE OF BREAKWATER. (071317_0870)

SUBJECT PHOTOGRAPHS

PHOTO 7 – LOOKING NORTH FROM END OF SUBJECT BREAKWATER. (071317_0874)

PHOTO 8 – LOOKING SOUTH AT WESTERLY SIDE OF BREAKWATER. (071317_0877)

Land Print SF

HORAN & COMPANY, LLC

LAND COMPARABLE NUMBER 1

Community: 33 CBJ - Mainlands
Recording District: Juneau
Address: Cascade Point, Berners Bay
City:
State:
Zip:
Location: Cascade Point, Berners Bay, north of Echo Cove, 42 miles north of Juneau within 36S, 63E, S32
Legal: ATS 1654, ADL #107152, Plat 2007-25;

Instrument: Tidelands
Serial:
Trans.Type: Land Lease
Rights: Lease
Terms: Adjustable every five years.

Annual Rent: $14,800
Trans. Date: April 30, 2013
Grantor: State of Alaska, DNR
Grantee: Goldbelt, Inc.

Size (SF): 246,114
Frontage:
Zone: RR

Utilities: None
Access: Rough road
Improvements: None
Land Class: Remote, Vacant, Tidelands

Topography: Sloping, tidelands
Vegetation: Tidelands
Soil: Tidelands

Present Use: Vacant
Intended Use: Dock and land - see comments.
Highest and Best Use:

Comments
The intended use is to dredge and build a small level mound and develop a pier, gangway and float supported by galvanized piling for a ferry that will run between Cascade Point and Slate Cove, supporting the Kensington Mine 100-140 employees.

Analysis:

This lease has been completed for issues unrelated to the property value. The appraisal has been accepted by the Dept. if the lease does proceed. This indicates the following effective 4/1213; $14,800/year ÷ 5.65AC = $2619AC per year.

Marketing Info: Negotiated tidelands lease with uplands preference rights. Note: early entry permit beginning 9/01/06. Appraisal date 4/12/07, appraisal approved 6/21/07.The site has been reappraised in April 2013 to $14,800 per year for lease payment.

Confirmed with:	DNR WEBsite	John Thomas
Confirmed date:	11/27/2013	3/7/2008
Confirmed by:	J.Corak	C.Horan

Revision Date: 7/8/2015
Record Number: 5868

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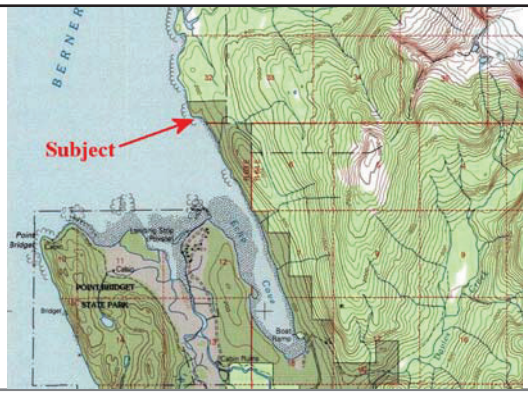

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HORAN & COMPANY, LLC

LAND COMPARABLE NUMBER 2

Community: 03 CBJ - Auke Bay **Recording District:** Juneau
Address: 13555 Glacier Highway **City:** Juneau **State:** AK **Zip:** 99801
Location: Seaward of Alaska Glacier Seafoods, Auke Bay
Legal: ATS 1644 Tidelands seaward of Lot 2, ATS 357,Plat 2006-50, ADL 106170 ; Parcel Number: 4B3101000230

Instrument: Lease **Serial:**
Trans.Type: Land Lease
Rights: Lease
Terms: 35 years, reappraisal in 5 years, 35 year lease with city; 35 year potential renewal

Annual Rent: $3,057.84
Trans. Date: July 1, 2015
Grantor: City and Borough of Juneau
Grantee: Glacier Holdings, LLC, Mike Erickson (Alaska

Size (SF): 16,888
Frontage: 102.35'
Zone: WC

Topography: Submerged
Vegetation: None
Soil: Tidelands

Utilities: Water, Sewer, Electric, Telephone
Access: Road, paved, Boat
Improvements: None as lease, dock
Land Class: Tidelands, Commercial, Waterfront

Present Use: Vacant
Intended Use: Build Dock to support adjacent sea food processing plant.
Highest and Best Use: Commercial Water Related Expansion

Comments
Leased tidelands near ferry terminal; access through adjacent recently developed lot. The subject is occupied by the concrete dock serving the Alaska Glacier Seafoods Plant.

Analysis:

Leased at $3,057.84 /year/ 16888 SF = $0.18/SF

Marketing Info: Non competitive lease, original lease 7/1/2004, rent $2,530, based on appraisal updated June 30, 2016 appraisal (#16-097) to $3,057.84 ($0.18/SF).

Confirmed with: Mike Krieber
Confirmed date: 11-17-2004
Confirmed by: W.Ferguson

Revision Date: 9/22/2017
Record Number: 2783

ING NE FROM CITY DOCK TOWARDS GLACIER SEAFOODS DOCK & LEASE AREA (081716_159827)

FIGURE 2.6 – WATERFRONT IN WESTERN PORTION OF AUKE BAY. NOTE CBJ LOADING FACILITY PHOTO LEFT, THE SUBJECT PROPERTY IS NEXT WITH THE STATE FERRY TERMINAL, GITKOF DOCK AND ALLEN MARINE DOCK PHOTO RIGHT OF SUBJECT.

Land print AC page

HORAN & COMPANY, LLC

LAND COMPARABLE NUMBER 3

12 CBJ - Salmon Creek **Recording District** Juneau

Address: 3155 CHANNEL DR **City:** Juneau **State:** AK **Zip:** 99801
Location: 3 miles north of downtown Juneau
Legal: ATS 1277 (Plat 83-210) Portion of Section 9, T41S, R67E, ATS 1277; ADL 102934; Parcel Number: 7B0901300101

Instrument: Lease **Serial:**
Trans.Type: Land Lease
Rights: Lease
Terms: 35 years, rent adjusted every 5 years.
One 35 year option to extend

Annual Rent: $11,957
Trans. Date: April 27, 2014
Grantor: City and Borough of Juneau
Grantee: Salmon Creek Development (Smith)

Size (AC): 1.8300
Frontage: Water Front
Zone: WI
Topography: Gradual sloping/beach
Vegetation: Cleared
Soil: Gravel, Tidelands

Utilities: Water, Sewer, Electric
Access: Road, gravel
Improvements: None
Land Class: Tidelands, Waterfront, Vacant

Present Use: Vacant- As leased
Intended Use: Marina- Barge landing
Highest and Best Use: Marine related Commercial/Industrial

Comments:
Thirty year lease, ATS 1277, intended use as a marine, gently sloping uplands. Photos taken after area was filled.

Analysis:
Annual Rent:
$11,957.25 ÷ 79,715 SF = $0.15/S

Marketing Info: Rental amount based on market appraisal. This is a new lease after the old one expired. The land has been filled and improved with a Dock and sublet. See our Record #9574.

Confirmed with: Teena Larson- CBJ &
Confirmed date: 9/2/16
Confirmed by: C.Horan

Revision Date: 9/2/2016
Record Number: 9573

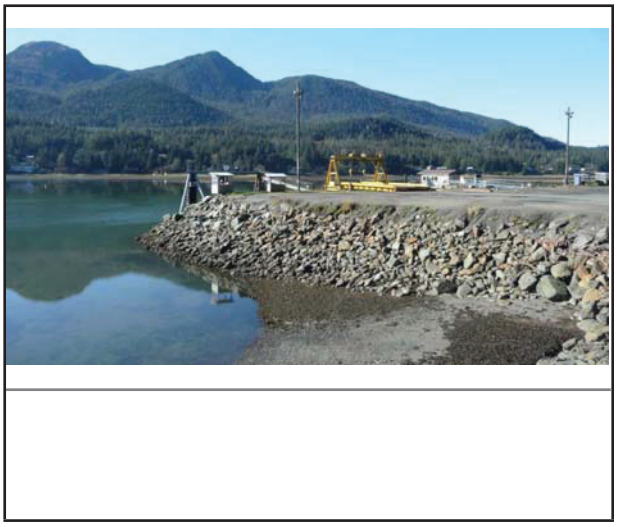


EXHIBIT- TIDELANDS LEASE RENTS - RATIOS AND PERCENTAGES

Estimating market value or market rents for tidelands has always been a challenge in the State of Alaska. In terms of the overall real estate market, transactions for tidelands alone are very infrequent. Once Alaska became a state in 1959 they acquired ownership of most navigable water-tidelands. There are a few patented tidelands sites and municipalities had some patented tidelands which could be leased or sold. The Constitution of the State of Alaska prohibits the sale of its tidelands parcels. The state and most municipal governments view tidelands as a critical component for public access to the waterways and economic development. As a result, they are generally leased to ensure continual productive use and public access.

When tidelands do sell, they are usually associated with waterfront uplands forming a functional property unit between the water and public roadways. This would be the case; for instance, where there is a dock or barge landing facility requiring tidelands for marine improvements and an uplands staging area. Sometimes these facilities sell where the uplands are owned in fee simple interest and the tidelands are leased. In these instances, the contributory value of the tidelands can be estimated as the residual of the allocated value of the uplands portion of the sales price. There are frequently more market transactions to indicate the value of the uplands than tidelands. It has then become a common practice to value tidelands as a percentage of the unit value of their adjoining uplands.

Uplands to Tidelands Unit to Value Ratio

Over time we have isolated the value of tidelands which have sold, leased or otherwise been valued based on transactions whereby an allocation is made between uplands and tidelands components. The following Table 1.1 summarizes 11 observations of the ratio (%) of tidelands square foot values to the square foot value of the uplands. This allocation is based on the sales of similar uplands, allocations by the buyers, sellers or appraisal analysis. In some instances, such as observations 9 and 11, there is a range of value based on differing views by the participating parties or a range of comparable sales in that area compared to the value of the known component.

The tidelands to uplands unit value ratios range from 12% to 40% in these observations. In other instances the range can even be wider from 5% to more than 50%. The driving factors in this ratio are how effectively the tidelands are used as compared to the uplands value. For instance, if the tidelands serve as a good, compact dock site and the adjacent uplands are filled, have a contained shore line and efficiently complement the use of the tidelands, the ratio would be lower than if the uplands were unfilled, low value raw land needing to be developed. This latter situation would impact the ratio due to the relatively lower value of the uplands as compared to the utility of the tidelands. Conversely, if the tidelands are oversized and extend an excessive distance from the

shore, diminishing their utility due to shallow run out or other site limitations, may mean a lower unit value and subsequently a lower tidelands to uplands ratio. This is due to the parcel being larger than would otherwise be necessary as compared to a more efficient, smaller site which would have a higher ratio of unit value.

TABLE 1.1 - RANGE OF TIDELAND UNIT VALUE RATIO (%) OF UPLAND UNIT VALUE

No.	Location	Date	Size in SF	SF Value	Ratio
			Upland	Upland	Tideland as
			Tideland	Tideland	% of Upland
1	4100 Tongass Ave., Ketchikan	2003	26,915	$16.03	
			14,275	$1.94	12%
2	1000/1010 Stedman, Ketchikan	2005	76,597	$16.00	
			102,133	$4.99	31%
3	1007 Water St., Ketchikan	2001	61,000	$17.25	
			40,594	$4.19	24%
4	Mile 4 Mitkof Hwy, Petersburg	2010	170,772	$2.50	
			346,720	$0.57	23%
5	4513 HPR, Sitka	2005	179,507	$10.72	
			42,035	$2.74	26%
6	111 JT Brown St., Craig	2009	62,340	$8.00	
			50,890	$2.00	25%
7	76 Egan Drive, Juneau	2013	8,692	$51.50	
			12,918	$20.55	40%
8	108 Egan Drive, Juneau	1995	NA	$55.00	
			NA	$16.00	29%
9A	Alaska Glacier Seafood's, Juneau	2000	NA	$22.00	
	Range of Comp Unit Values		NA	$3.04	14%
9B	Alaska Glacier Seafood's, Juneau	2000	NA	$8.00	
	Range of Comp Unit Values		NA	$3.04	38%
10	Jacobson Dock, Juneau	2013	100,000	$20.05	
			379,694	$5.00	25%
11A	2691 Channel Dr., Juneau	2003	51,231	$9.00	
	Range of Comp Unit Values		51,401	$1.08	12%
11B	2691 Channel Dr., Juneau	2003	51,231	$5.31	
	Range of Comp Unit Values		51,401	$1.58	30%

If no comparable tidelands sales are available, it makes sense to estimate the value of suitably complementary uplands and apply a ratio to the unit value of these uplands from 10% to 40% to indicate the value of the tidelands under appraisal.

Land Lease Percentage Rates

If the purpose of the appraisal is to estimate annual market rent, the best method is to use directly comparable annual rents on a price per square foot or price per acre basis.

Sometimes there are no directly comparable rents available or it is desirable to check against the limited rent data that may be available for estimating rents. The commercial land rent market oftentimes sets rents by calculating a percentage of the estimated market value of the land being rented.

Land leases are most often granted by public or private institutions. Sometimes leases state the rates, other times the rents are informally calculated based on a rate. Land lease rates range from about 4% to 12% of the market value of the land on an annual basis. Over a long period of time these rates may fluctuate with the institutional land owners' anticipation of return on investment; however, they are more stable than short term changes in interest or bond rates. We have kept track of these land lease percentage rates over a long period of time. The following summarizes our most recent discussions with various institutions who lease land.

The Alaska Railroad, the University of Alaska and the Alaska Mental Health Trust all lease land at various rates depending on location. Urban lands have targeted rates of 10-12% per year, but are leasing at lower rates of 7-8% depending on negotiations. The Alaska Railroad leases urban, commercial, and industrial waterfront land from 7% to 10% with the higher rates in Seward and Anchorage's Ship Creek areas. Their leases are typically 35 years in length and are adjusted every five years based on appraisals. The rents are capped at a 35% increase and a floor of minus 35%. Short term year to year rates are higher. Long term leases over five years have lower rates. Generally these types of leases are adjusted every three to five years based on reappraisal or the Consumer Price Index.

Municipalities throughout the state lease tidelands based on a lease percentage rate. Over the last 20 years we have seen these lease rates range from as low as 4% to as high as 12%. In the last 10 years or so these rates have settled between the 7% to 9% range. Several municipalities, such as Craig and Skagway, have a legislated 8% per year rate. The City and Borough of Sitka has been leasing land at the Gary Paxton Industrial Park for 9%. Several municipalities, such as Ketchikan and Petersburg, have adopted lower rates for certain lands as an economic incentive for business development. In 2014 Ketchikan dropped its rate to 4% and Petersburg's' rates are as low as 6%.

For most private commercial leases these rates have not changed in the past several years and are best described as stable. A market rate of 8% is well supported.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE DIRECTOR, DIVISION OF MINING, LAND AND WATER AND THAT THE STATE OF ALASKA IS THE OWNER OF A.T.S. NO. 1677, AS SHOWN HEREON. I HEREBY APPROVE THIS SURVEY AND PLAT FOR THE STATE OF ALASKA, AND DEDICATE FOR PUBLIC OR PRIVATE USE AS NOTED, ALL EASEMENTS, PUBLIC UTILITY AREAS, AND RIGHTS-OF-WAY AS SHOWN AND DESCRIBED HEREON.

DATED Nov 29, 2013 [signature]
For DIRECTOR, DIVISION OF MINING, LAND & WATER

APPLICANT CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERIFY THAT I AM THE APPLICANT AS SHOWN HEREON. I HEREBY APPROVE THIS SURVEY AND PLAT. A.D.L. NO. 106678, TRACT A AND TRACT B.

[signature] 9.19.2013
CARL UCHYTIL, DIRECTOR
DOCK & HARBORS
CITY AND BOROUGH OF JUNEAU
DATE

NOTARY ACKNOWLEDGMENT

UNITED STATES OF AMERICA)
) ss.
STATE OF ALASKA)

OFFICIAL SEAL State of Alaska Daniel Beutel NOTARY PUBLIC My Commission Expires with Office

THIS IS TO CERTIFY THAT ON THIS ___ DAY OF ___ 2013 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Gerald Jennings TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[signature] Daniel Beutel
NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES: with office

NOTARY ACKNOWLEDGMENT

UNITED STATES OF AMERICA)
) ss.
STATE OF ALASKA)

THIS IS TO CERTIFY THAT ON THIS 19th DAY OF Sept. 2013 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED CARL UCHYTIL TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[signature] Elizabeth McEwen
NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES: 5/6/14

STATE OF ALASKA OFFICIAL SEAL Elizabeth J. McEwan NOTARY PUBLIC My Commission Expires 5/6/14

TAX CERTIFICATE

SEE ATTACHED

TYPICAL MONUMENTS

(ESTABLISHED THIS SURVEY)

RBM ENGINEERING, INC. RM-2 ATS 1677 7570-S 2010

RM 20.0 WCC1 ATS 1677 7570-S

PRIMARY MONUMENT

3" DIA. ALUMINUM BERNSTEN FEDERAL A-1 MAGNETIZED CAP ON 2-1/2" DIA. x 30" SHANK SET 24" IN GROUND

SECONDARY MONUMENT

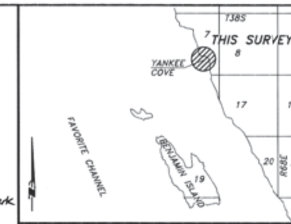
2" DIA. AL. CAP ON 5/8" DIA. x 30" RE-BAR SET 28" IN GROUND

CERTIFICATE OF PLAT APPROVAL

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE TITLE 04 COMMUNITY DEVELOPMENT REGULATIONS AND TITLE 49 OF THE CODE OF THE CITY AND BOROUGH OF JUNEAU AND IS APPROVED BY THE CITY AND BOROUGH OF JUNEAU DEPARTMENT OF COMMUNITY DEVELOPMENT FOR RECORDING IN THE OFFICE OF THE JUNEAU RECORDING DISTRICT, JUNEAU, ALASKA.

DATED: 6th January 2014 [signature] Hal Hart Director
HAL HART, DIRECTOR
CITY AND BOROUGH OF JUNEAU
COMMUNITY DEVELOPMENT DEPARTMENT

ATTEST: [signature], Deputy Clerk
CLERK
CITY AND BOROUGH OF JUNEAU



VICINITY MAP

SOURCE: U.S.G.S. QUADRANGLE JUNEAU (C-3), ALASKA
SCALE: 1" = 1 MILE

DATE: 1996

GENERAL NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY WAS BETWEEN TWO RECOVERED PRIMARY MONUMENTS FOR A.S.L.S. NO. 2006-47, HAVING A COMPUTED BEARING OF N72°55'49"W.

2. WHERE RECORD SURVEY COURSES (BEARINGS AND/OR DISTANCES) DIFFER FROM THAT OF ACTUAL FIELD MEASURED AND/OR COMPUTED SURVEY COURSES, THE RECORD BEARING AND/OR DISTANCE IS SHOWN WITHIN PARENTHESIS WHILE THE ACTUAL MEASURED AND/OR COMPUTED SURVEY COURSE IS SHOWN WITHOUT PARENTHESIS.

3. THIS SURVEY IS BASED UPON THE FOLLOWING DOCUMENTS ON FILE IN THE JUNEAU RECORDERS OFFICE: A.S.L.S. 96-37 (PLAT NO, 99-12), A.S.L.S. 2006-47 (PLAT NO. 2009-10)

4. THIS SURVEY WAS ACCOMPLISHED IN ACCORDANCE WITH A.S. 38.05.825 AND ALASKA TIDELANDS SURVEY SI NO. 1677.

5. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARINGS AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.

6. THE ERROR OF CLOSURE FOR THIS SURVEY IS NOT GREATER THAN 1:5000.

7. WITH THE EXCEPTION OF AREAS WHERE FILL HAS BEEN PLACED IN THE TIDELANDS, THE NATURAL MEANDERS OF THE LINE OF MEAN HIGH WATER FORM THE TRUE BOUNDS OF ATS 1677. THE APPROXIMATE LINE OF M.H.W. AS SHOWN IS FOR AREA COMPUTATIONS ONLY, WITH THE TRUE CORNERS BEING ON THE EXTENSION OF THE SIDE LINES AND THEIR INTERSECTION WITH THE NATURAL MEANDERS.

8. MEAN HIGH TIDE WAS DETERMINED BY TIME COORDINATED TIDAL OBSERVATIONS ON MARCH 22, 2010 AS EXTRAPOLATED FROM THE NOAA PUBLICATION FOR THE PREDICTIONS OF HIGH AND LOW WATERS FOR 2007.

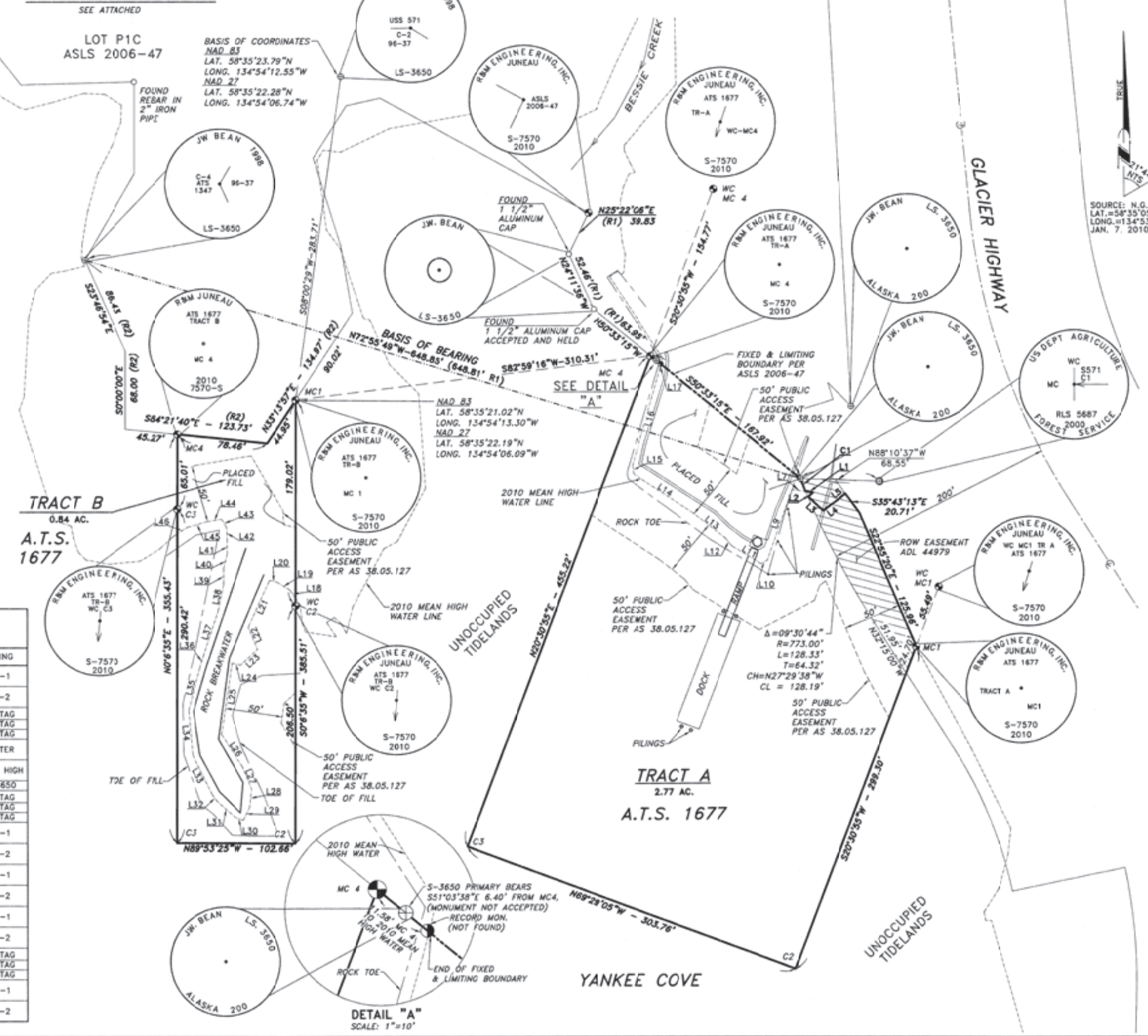
9. PARTS OF THIS SUBDIVISION ARE LOCATED IN A VELOCITY (V) FLOOD ZONE ACCORDING TO THE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY AND BOROUGH OF JUNEAU, ALASKA AS PROVIDED BY THE FLOOD INSURANCE RATE MAP (FIRM) 02009-08508. SPECIAL DEVELOPMENT REGULATIONS APPLY.

10. BESSIE CREEK IS DESIGNATED AS AN ANADROMOUS CREEK BY THE 2008 COMPREHENSIVE PLAN OF THE CITY AND BOROUGH OF JUNEAU, ALASKA. SPECIAL DEVELOPMENT REGULATIONS APPLY.

11. PER AS 38.05.127, THE STATE OF ALASKA RESERVES A PUBLIC ACCESS EASEMENT ALONG AND 50' SEAWARD OF THE CURRENT LINE OF MEAN HIGH WATER, IN AREAS WHERE FILL HAS BEEN PLACED ON STATE OWNED TIDE AND SUBMERGED LANDS. THE STATE OF ALASKA ALSO RESERVES A PUBLIC ACCESS EASEMENT 50' UPLAND OF THE CURRENT LINE OF MEAN HIGH WATER, OR TO THE TRACT BOUNDARY.

12. THE BASIS OF COORDINATES USED WERE CONSTRAINED TO THE NATIONAL SPATIAL REFERENCE SYSTEM (NSRS) USING CORS STATIONS JNU-1, WHIT, AND GUS6.

13. UPLAND BOUNDARY OF TRACT B IS "FIXED AND LIMITING" IT HAS BEEN FILLED.



TIDAL DATUM

GASTINEAU CHANNEL LAT.=58°17.9'N/LONG.=134°24.7"W	
M.H.H.W.	16.30'
M.H.W.	15.34'
M.S.L.	8.56'
M.L.W.	1.60'
M.L.L.W.	0.00'

LEGEND

- USFS MONUMENT 3" BRASS CAP RECOVERED THIS SURVEY
- 7570-S PRIMARY MONUMENT ESTABLISHED THIS SURVEY
- 7570-S SECONDARY MONUMENT ESTABLISHED THIS SURVEY
- PRIMARY MONUMENT BY OTHERS, RECOVERED THIS SURVEY (3" ALUM. CAP)
- SECONDARY MONUMENT BY OTHERS, RECOVERED THIS SURVEY
- MONUMENT OF RECORD (NOT FOUND)
- SURVEYED LINE
- UNSURVEYED
- 2010 MEAN HIGH WATER
- 50' PUBLIC ACCESS EASEMENT LINE
- ROCK TOE
- CENTERLINE GLACIER HIGHWAY
- ADL 44979
- FIXED AND LIMITING BOUNDARY PER ASLS 2006-47
- BASIS OF BEARING LINE
- R1 ASLS NO.2006-47, JRD PLAT NO.2009-10
- R2 ASLS NO.96-37, JRD PLAT NO.99-12
- R3 A PLAT OF LOT P1B, JRD PLAT NO.2006-19

BOUNDARY CURVE TABLE

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	00°54'17"	S22°17'07"E	6.10'	773.00'	12.21'	12.21'

BOUNDARY LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S81°34'43"E	6.34'
L2	S47°30'32"W	5.45'
L3	S47°18'36"E	17.77'
L4	N52°54'06"E	15.54'
L5	N50°07'33"E	8.73'

MHW LINE TABLE

NUMBER	DIRECTION	DISTANCE
L7	N81°34'43"W	11.94
L9	N19°11'28"E	65.21
L10	S62°07'07"W	6.44
L11	S58°29'42"E	29.46
L12	S39°00'36"E	9.05
L13	N52°12'18"W	36.51
L14	N56°30'12"W	60.64
L15	N07°46'13"W	7.43
L16	S15°51'53"W	86.99
L17	N14°02'43"E	4.29
L18	N34°23'46"W	8.53
L19	N58°00'35"W	12.64
L20	N76°36'54"W	7.23
L21	N24°16'46"E	44.79
L22	S22°50'45"E	20.70
L23	S47°02'18"W	20.14
L24	N77°44'32"W	7.88
L25	S08°18'30"W	62.57
L26	S32°41'08"E	33.97
L27	S22°16'55"E	20.65
L28	N05°48'10"E	15.76
L29	S25°55'45"W	12.78
L30	N70°03'33"W	8.02
L31	S48°07'34"E	20.71
L32	S36°18'56"E	6.57
L33	S26°00'00"E	39.12
L34	S05°02'58"E	38.98
L35	S15°00'47"W	38.31
L36	N16°46'28"E	11.42
L37	N17°58'50"E	40.12
L38	N11°19'02"E	23.67
L39	N00°00'00"E	13.92
L40	S14°02'43"W	12.76
L41	S00°00'00"W	12.89
L42	S02°51'52"E	10.33
L43	S29°45'42"E	8.32
L44	S80°08'27"W	12.05
L45	S74°03'53"W	18.78
L46	N56°19'40"E	10.15

CORNER & ACCESSORY SUMMARY
ALASKA TIDELANDS SURVEY NO. 1677

CORNER	ACCESSORY ESTABLISHED	BEARING	DISTANCE	MARKING
MC 1 TR. A	5/8"x 30" IRON PIN & 2" AL. CAP	S69°37'02"E	5.00'	RM-1
		N20°24'06"E	9.00'	RM-2
WC MC1 TR. A	10" ALDER	N09°00'00"E	5.45'	BT TAG
	10" ALDER	S29°30'00"W	6.61'	BT TAG
	6" ALDER	N84°30'00"E	2.21'	BT TAG
MC 4 TR. A	3'x2' ROCK MOUND	N43°00'00"W	7.33'	CENTER
	2"x2" "X" CUT IN ROCK	N20°30'49"W	15.12'	WAIST HIGH
	PRIMARY	S51°03'38"E	6.40'	S-3650
WC MC4 TR. A	6" SPRUCE	N44°00'00"E	14.30'	BT TAG
	8" HELMOCK	S89°30'00"E	21.25'	BT TAG
	6" SPRUCE	S21°00'00"E	25.21'	BT TAG
MC 1 TR. B	5/8"x 30" IRON PIN & 2" AL. CAP	N00°06'58"E	10.00'	RM-1
		S90°00'00"E	10.00'	RM-2
WC C2 TR. B	5/8"x 30" IRON PIN & 2" AL. CAP	N89°35'00"E	5.00'	RM-1
		N00°01'47"W	7.00'	RM-2
WC C3 TR. B	5/8"x 12" IRON PIN IN 6" DRILL HOLE	N89°56'40"E	4.95'	RM-1
		N24°08'27"W	13.15'	RM-2
MC 4 TR. B	16" SPRUCE	N20°00'00"E	20.05'	BT TAG
	8" ALDER	S17°30'00"E	6.35'	BT TAG
	4" SPRUCE	S87°00'00"W	2.00'	BT TAG
ASLS 2006-47	5/8"x 30" IRON PIN & 2" AL. CAP	S60°56'53"E	5.00'	RM-1
		N29°05'49"E	5.00'	RM-2

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE 9-16-13 REGISTRATION NO. LS 7570
[signature]
REGISTERED LAND SURVEYOR

STATE OF ALASKA 49TH MARK A. JOHNSON LS 7570 REGISTERED PROFESSIONAL LAND SURVEYOR

2014-2
Plat #
Juneau
Rec Dist
January 14, 2014
Date
Time 12:56 P.M.

SCALE: 1" = 50' (15.24 Meters)

0' 25' 50' 100' 150' 200' 250'
0 m 25 m 50 m 75 m
METER = 3.2808333 U.S. SURVEY FEET
U.S. ACRE = 0.4047 HECTARES

DATE OF SURVEY	NAME OF SURVEYOR
Beginning MARCH 22, 2010 Ending MAY 26, 2010	R&M ENGINEERING, INC. 6205 GLACIER HIGHWAY JUNEAU, ALASKA 99801 R&M PROJ. No. 091812

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER
ANCHORAGE, ALASKA

ALASKA TIDELANDS SURVEY No. 1677

CREATING TRACT A AND TRACT B

LOCATED SEAWARD OF LOT P1C, USS 571
WITHIN PROTRACTED SECTION 7
TOWNSHIP 38 SOUTH, RANGE 64 EAST,
COPPER RIVER MERIDIAN
CITY AND BOROUGH OF JUNEAU, ALASKA
JUNEAU RECORDING DISTRICT

CONTAINING 3.61 ACRES

DRAWN BY: GDM	APPROVAL RECOMMENDED [signature] Statewide Platting Supervisor 11/25/2013 Date
DATE: 2-04-11	
SCALE: 1"=50'	CHECKED M.A.J. — FILE NO. ATS 1677

i:\2009\091812\091812wk-gdm.DWG PLOT: September 16, 2013 at 10:10am coreshaw

FILE:

ALASKA

2008-001696-0
Recording Dist: 101 - Juneau
3/7/2008 9:21 AM Pages: 1 of 12

Recorder return to: City and Borough of Juneau
Attn: John M. Stone
155 S. Seward Street
Juneau, AK 99801

CC

YANKEE COVE DEVELOPMENT LEASE AGREEMENT

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and Marion Hobbs, Member, Yankee Cove Development LLC, a limited liability company licensed to do business under the laws of the State of Alaska, hereafter "Lessee."

PART II. LEASE ADMINISTRATION. All communications about this lease shall be directed as follows, and any reliance on a communication with a person other than that listed below is at the party's own risk.

City:
Attn: John M. Stone, P.E.
Port Director
City and Borough of Juneau

155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0294
Fax: (907) 586-0295

Lessee:
Attn: Marion Hobbs, Member
Yankee Cove Development LLC
Lessee

P.O. Box 210477
Auke Bay, AK 99821
Phone: (907) 789-5856
Fax: (907) 789-5856

PART III. LEASE DESCRIPTION. This lease agreement is identified as: Yankee Cove Development Lease. The following appendices are attached hereto and are considered a part of this lease agreement as well as anything incorporated by reference or attached to those appendices.

Appendix A: Property Description & Additional Lease Provisions
Appendix B: Lease Provisions Required by CBJ Chapter 53.20
Appendix C: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

PART IV. LEASE EXECUTION. City and Lessee agree and sign below. This contract is not effective until signed by the City.

City:

Date: FEBRUARY 27, 2008

By: _____
Authorized Representative
John M. Stone, Port Director

Lessee: Y.C.D. LLC.

Date: 2.27.08

By: _____
Authorized Representative
Marion Hobbs, Member
Yankee Cove Development LLC

CITY ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 27th day of February, 2008, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John M. Stone to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above and foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Alaska
My Commission Expires: May 6, 2010

LESSEE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 27th day of February, 2008, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Marion Hobbs to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Yankee Cove Development LLC, as Lessee, which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Alaska
My Commission Expires: May 6, 2010

Risk Management Review: _____, Risk Manager

Approved as to Form: Barbara Ritchie, Law Department

2 of 12
2008-001696-0

APPENDIX A:

PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

The property subject to this lease is two parcels of certain tidelands property, collectively referred to as "the Leased Premises" or "the Property," described as follows:

Two parcels of City and Borough tidelands property, located at Yankee Cove, totaling approximately 0.84 acres (40,786 square feet), located within Alaska Tidelands Survey No. 1347, Juneau Recording District, First Judicial District, State of Alaska, as depicted on Exhibits "A" and "B" to CBJ Ordinance No. 2007-62, both of which exhibits are attached hereto and incorporated in this lease.

The Leased Premises parcel depicted on Exhibit "A" consists of 0.59 acres (25,912 square feet) of tidelands property for the dock facility and related marine activities. The Leased Premises parcel depicted on Exhibit "B" consists of 0.25 acres (10,874 square feet) of tidelands property for the breakwater and related marine activities.

2. AUTHORITY

This lease is entered into pursuant to the authority of City Code: CBJ 85.02.060(a)(5) and CBJ Chapter 53.20; and CBJ Ordinance No. 2007-63 enacted by the City and Borough Assembly on January 7, 2008, and effective on February 6, 2008.

3. TERM AND RENEWAL OPTION

(a) The effective date of this lease shall be the date this lease is signed by City. The term of the lease is 35 years, commencing on the effective date of the lease, unless sooner terminated.

(b) Lessee shall have an option to renew this lease for one successive period of 35 years, subject to City approval of any renewal. Lessee shall exercise this option, if at all, by written notice given to City during the first six months of the last year of the underlying lease term.

4. LEASE PAYMENTS AND ADJUSTMENTS

(a) Lessee shall pay City an annual lease payment for the Leased Premises. Except as provided in this section, the annual lease payments shall be made by Lessee to City at the start of each year of the term, with the first payment due on the effective date of this lease.

(b) The annual lease payment for the first five-year period of the lease term shall be $.05 per square foot per year, plus sales tax ($1,295.60 per year for the parcel depicted on Exhibit "A", and $543.70 per year for the parcel depicted on Exhibit "B"; plus sales tax).

(c) Beginning with the first year after the initial five-year period of the term, the Port Director will re-evaluate and adjust the annual lease payment for the Leased Premises for the next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B, Section 3(2) of this lease. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period. The adjusted annual lease payment shall include any lease rental credit approved by the Port Director as authorized in Appendix B, Section 3(23) of this lease.

(d) Lessee shall pay all appraisal costs associated with re-evaluating and making adjustments to the annual lease payment.

5. AUTHORIZED USE OF LEASED PREMISES

Lessee is authorized to use the Leased Premises for the construction, operation, and maintenance of a dock, a breakwater, and related marine activities. Lessee shall be responsible for obtaining all necessary permits and approvals for any further development of the Leased Premises. Lessee is required to obtain approval of its construction plans from the City Docks and Harbors Board prior to any further development of the Leased Premises.

6. INSURANCE

Commercial General Liability Insurance
Lessee shall maintain at all times during this lease commercial general liability insurance, including marina operator's liability insurance, in the amounts of $1,000,000 per occurrence and $2,000,000 general aggregate. The insurance policy, including the marine operator's liability insurance, shall name City as an "Additional Insured" and shall contain a clause that the insurer will not cancel or change the insurance without first giving City 31 days' prior written notice. Lessee will provide evidence of this insurance to City in a form acceptable to the City Office of Risk Management.

Property Insurance
Lessee acknowledges that City carries no fire or other casualty insurance on the Leased Premises or improvements located thereon belonging to Lessee, and that it is Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Leased Premises, and adequate insurance to cover debris removal.

APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.
As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Leased Premises and failure to so locate shall render Lessee's liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.
As required by CBJ 53.20.180, the issuance by City of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by City or by duly authorized state or federal agencies.

3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.
As required by CBJ 53.20.190, the following terms and conditions govern all leases and are incorporated into this lease unless modified by the Assembly by ordinance or resolution for this specific lease. Modifications of the provisions of this Appendix B applicable to this specific lease, if any, must specifically modify such provisions and be supported by the relevant ordinance or resolution to be effective.

(1) **Lease Utilization**. The Leased Premises shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with the provisions of City code, and applicable state and federal laws and regulations. Utilization or development of the Leased Premises for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.

(2) **Adjustment of Rental**. Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which City has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value. Lessee may protest the adjustment to the Port Director, and if denied wholly or in part, an appeal may be taken to the City Docks and Harbors Board.

(3) **Subleasing**. In accordance with Ordinance No. 2007-62, Section 3(g), City and Lessee agree that the following provision shall govern subleasing and this provision replaces CBJ 53.20.190(3) for purposes of this lease: Lessee may sublease the Leased Premises or any part of the Leased Premises, provided, that Lessee must first obtain the prior written consent of the Port Director. Subleases shall be in writing and be subject to the terms and conditions of the original Lease; all terms, conditions, and covenants of the underlying Lease that may be made to apply to the sublease are hereby incorporated into the sublease.

(4) **Assignment**. Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be approved by City prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and

covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

(5) **Modification**. The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

(6) **Cancellation and Forfeiture**.

(A) The lease, if in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Lessee and City.

(B) City may cancel the lease if it is used for any unlawful purpose.

(C) If Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of this code, and should the default continue for thirty calendar days after service of written notice by City without remedy by Lessee of the conditions warranting default, City may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.

(D) Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of City with the approval of the Assembly constitute grounds for cancellation.

(7) **Notice or Demand**. Any notice or demand, which under the terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

(8) **Rights of Mortgagee or Lienholder**. In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the original lease.

(9) **Entry and Reentry**. In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the Leased Premises, or any part thereof, should be abandoned by Lessee during the term, City or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of the Leased Premises or such thereof, and remove all persons and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No reentry by City shall be deemed an acceptance of a surrender of the lease.

(10) **Release**. In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, City may offer the Leased Premises for lease or other appropriate disposal pursuant to the provisions of City code.

(11) **Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, the annual rental payment last made by Lessee shall be forfeited and retained by City as partial or total damages for the breach.

(12) **Written Waiver.** The receipt of rent by City with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed a waiver of any provision of the lease. No failure on the part of City to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by City unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same in the event of any subsequent breach or default. The receipt, by City, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by City of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, or destroy, or in any manner impair the efficacy of any such notice or termination as may have been given thereunder by City to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by City.

(13) **Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up unto City all of the Leased Premises on the last day of the term of the lease.

(14) **Renewal Preference.** Any renewal preference granted Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

(15) **Removal or Reversion of Improvements upon Termination of Lease.** Improvements owned by Lessee shall within sixty calendar days after the termination of the lease be removed by Lessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that City may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of City, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements are subject to Lessee's paying to City pro rata lease rentals for the period.

(A) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels shall upon due notice to Lessee, be sold at public sale under the direction of City. The proceeds of the sale shall inure to Lessee preceding if Lessee placed such improvements and/or chattels on the lands, after deducting for City rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in City.

(B) If any improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, City.

(16) **Rental for Improvements or Chattels Not Removed**. Any improvements and/or chattels belonging to Lessee or placed on the Lease Premises during Lessee's tenure with or without Lessee's permission and remaining upon the Premises after the termination date of the lease shall entitle City to charge Lessee a reasonable rent therefor.

(17) **Compliance with Regulations and Code**. Lessee shall comply with all regulations, rules, and the code of the city and borough of Juneau, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the Leased Premises.

(18) **Condition of Premises**. Lessee shall keep the Leased Premises in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the Leased Premises. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the Leased Premises.

(19) **Inspection**. Lessee shall allow an authorized representative of City to enter the Leased Premises for inspection at any reasonable time.

(20) **Use of Material**. Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, top soils, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the Leased Premises may be used, if its use is first approved by City.

(21) **Rights-of-Way**. City expressly reserves the right to grant easements or rights-of-way across the Leased Premises if it is determined in the best interest of City to do so. If City grants an easement or right-of-way across any of the Leased Premises, Lessee shall be entitled to damages for all Lessee-owned improvements or crops destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use.

(22) **Warranty**. City does not warrant by its classification or leasing of land that the land, or the Leased Premises described in this lease, is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ the land or Leased Premises to said use.

(23) **Lease Rental Credit**. When authorized in writing by City prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the Leased Premises results in increased valuation of the leased or other city and borough-owned lands. The authorization may stipulate type of work, standards of construction and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in City and shall not be removed by Lessee upon termination of the lease.

APPENDIX C: STANDARD PROVISIONS

(1) **Holding Over**. If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.

(2) **Interest on Late Payments**. Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.

(3) **Taxes, Assessments, and Liens**. During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.

(4) **Easements**. Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.

(5) **Encumbrance of Parcel**. Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of City; and any such act or omission, without the prior written consent of City, shall be void against City and may be considered a breach of this lease.

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

(7) **State Discrimination Laws**. Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, City shall have the right to terminate the lease.

(8) **Unsafe Use**. Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.

(9) **Hold Harmless**. Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to City of any action, claim, or lawsuit. City shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and

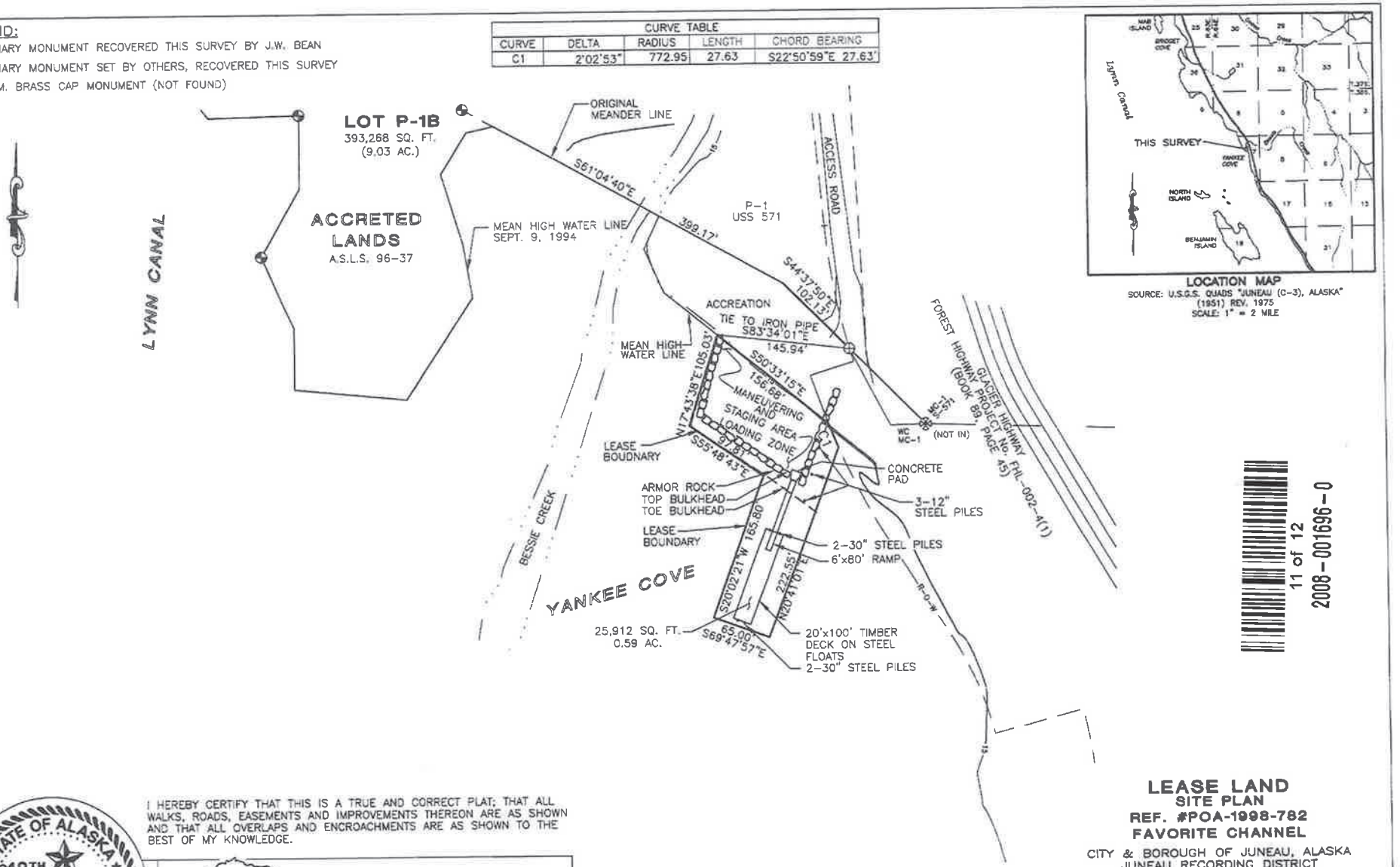
may be waived where Lessee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City.

(10) **Successors**. This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and City.

(11) **Choice of Law; Venue**. This lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

LEGEND:
- PRIMARY MONUMENT RECOVERED THIS SURVEY BY J.W. BEAN
- PRIMARY MONUMENT SET BY OTHERS, RECOVERED THIS SURVEY
- B.L.M. BRASS CAP MONUMENT (NOT FOUND)

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	2°02'53"	772.95	27.63	S22°50'59"E 27.63'



LOCATION MAP
SOURCE: U.S.G.S. QUADS "JUNEAU (C-3), ALASKA" (1951) REV. 1975
SCALE: 1" = 2 MILE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT; THAT ALL WALKS, ROADS, EASEMENTS AND IMPROVEMENTS THEREON ARE AS SHOWN AND THAT ALL OVERLAPS AND ENCROACHMENTS ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE.

STATE OF ALASKA 49TH
J.W. BEAN
No. 3650-S
REGISTERED PROFESSIONAL LAND SURVEYOR

J.W. BEAN INC.
PROFESSIONAL SURVEYOR
1070 ARCTIC CIRCLE
JUNEAU - ALASKA
(907) 789-0580
SURVEYOR - PLANNER

LEASE LAND
SITE PLAN
REF. #POA-1998-782
FAVORITE CHANNEL

CITY & BOROUGH OF JUNEAU, ALASKA
JUNEAU RECORDING DISTRICT

OWNERS:
MARION HOBBS
PO BOX 210447
JUNEAU, ALASKA 99821

SURVEYOR:
JW BEAN, INC.
PROFESSIONAL SURVEYOR
1070 ARCTIC CIRCLE
JUNEAU, ALASKA 99801

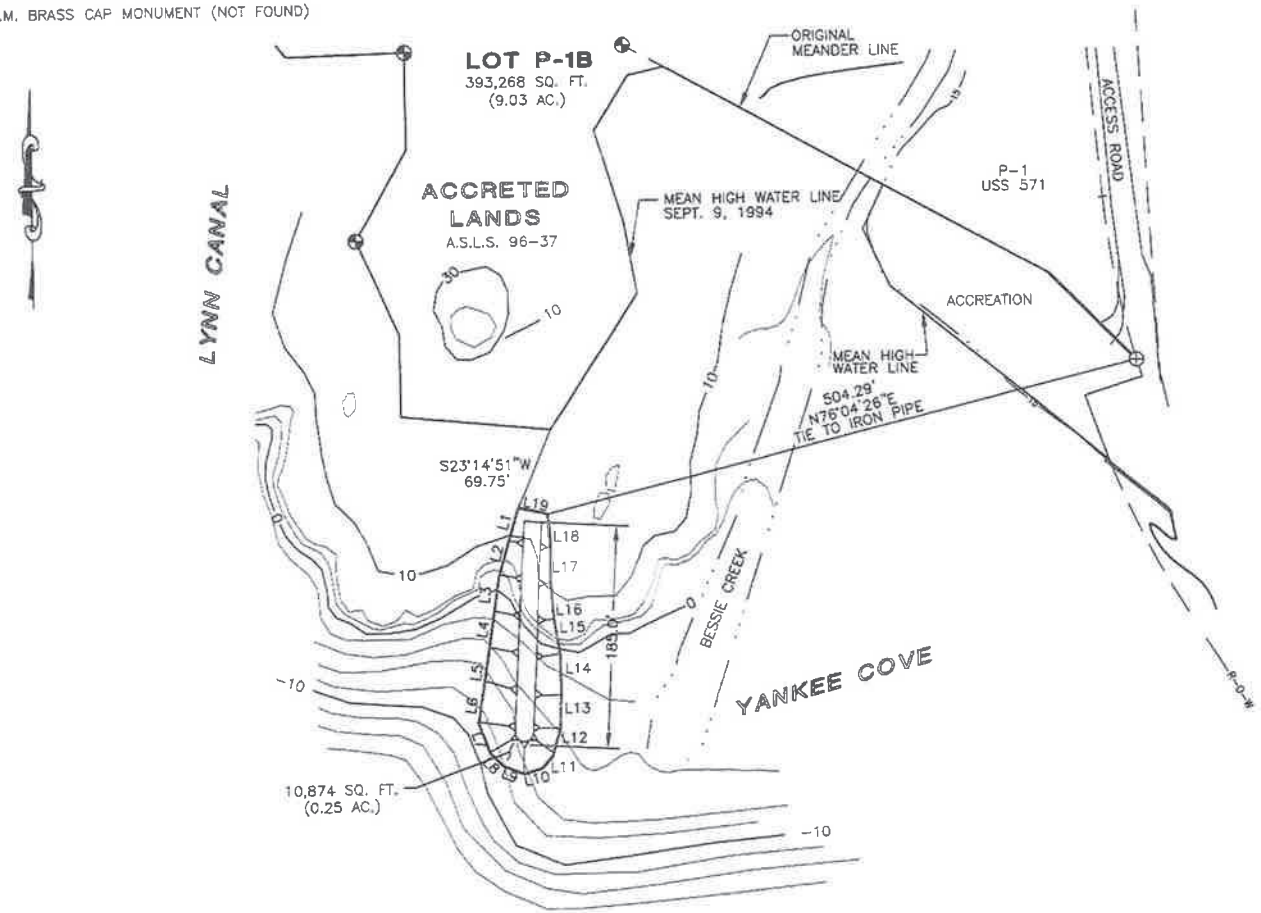
SHEET 1 OF 1

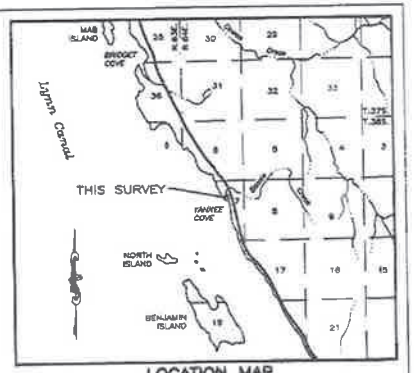
SCALE: 1"=100' DATE: 11-16-2007 PROJ: JOB No.: 8948-HOBBS-LEASE-LAND

2008-001696-0
11 of 12

G:\Bean\8948-Hobbs\8948-Hobbs-Lease-Land.dwg 11/16/2007 8:58:41 AM AST

LEGEND:
- PRIMARY MONUMENT RECOVERED THIS SURVEY BY J.W. BEAN
- PRIMARY MONUMENT SET BY OTHERS, RECOVERED THIS SURVEY
- B.L.M. BRASS CAP MONUMENT (NOT FOUND)





LOCATION MAP
SOURCE: U.S.G.S. QUADS "JUNEAU (C-3), ALASKA" (1951) REV. 1975
SCALE: 1" = 2 MILE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S17°00'06"W	29.99'
L2	S16°16'14"W	29.88'
L3	S08°14'27"W	30.59'
L4	S09°05'46"W	30.26'
L5	S08°38'34"W	31.83'
L6	S08°34'30"W	29.41'
L7	S19°32'56"E	26.21'
L8	S43°43'43"E	14.99'
L9	S67°45'51"E	18.95'
L10	N72°29'08"E	15.89'
L11	N41°22'01"E	13.27'
L12	N15°37'03"E	23.70'
L13	N02°15'43"E	30.30'
L14	N00°43'00"W	31.87'
L15	N08°58'43"W	30.65'
L16	N03°46'00"W	30.34'
L17	N00°45'52"E	29.86'
L18	N04°28'13"W	25.57'
L19	N77°47'56"W	24.88'

2008-001696-0
12 of 12

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT; THAT ALL WALKS, ROADS, EASEMENTS AND IMPROVEMENTS THEREON ARE AS SHOWN AND THAT ALL OVERLAPS AND ENCROACHMENTS ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE.

STATE OF ALASKA 49TH
J.W. BEAN
No. 3650-S
REGISTERED PROFESSIONAL LAND SURVEYOR

J.W. BEAN INC.
PROFESSIONAL SURVEYOR
1070 ARCTIC CIRCLE
JUNEAU — ALASKA
(907) 789-0590
SURVEYOR — PLANNER

0 100' 200'
Scale in feet
SCALE: 1"=100'

LEASE LAND
SITE PLAN
REF. #POA-1998-782
FAVORITE CHANNEL

CITY & BOROUGH OF JUNEAU, ALASKA
JUNEAU RECORDING DISTRICT

OWNERS:
MARION HOBBS
PO BOX 210447
JUNEAU, ALASKA 99821

SURVEYOR:
JW BEAN, INC.
PROFESSIONAL SURVEYOR
1070 ARCTIC CIRCLE
JUNEAU, ALASKA 99801

SHEET 1 OF 1

SCALE: 1"=100' DATE: 11-16-2007 PROJ: JOB No.: 8949-HOBBS-LEASE-LAND

G:\Bean\8948-Hobbs\8948-Hobbs-Lease-Landdwg 11/16/2007 8:56:41 AM AST

QUALIFICATIONS OF CHARLES E. HORAN, MAI

Professional Designation	MAI, Member Appraisal Institute, No. 6534
State Certification	State of Alaska General Appraiser Certification, No. APRG41
Bachelor of Science Degree	University of San Francisco, B.S., Business Administration, 1973

Employment History:

8/04 – now	Owner, HORAN & COMPANY, LLC
3/87 –7/04	Partner, HORAN, CORAK AND COMPANY
1980 –2/87	Partner, The PD Appraisal Group, managing partner since November 1984 (formerly POMTIER, DUVERNAY & HORAN)
1976 – 80	Partner/Appraiser, POMTIER, DUVERNAY & COMPANY, INC., Juneau and Sitka, Alaska
1975 – 76	Real Estate Appraiser, H. Pomtier & Associates, Ketchikan, AK
1973 – 75	Jr. Appraiser, Ketchikan Gateway Borough, Ketchikan, AK

Lectures and Educational Presentations:

2007, "Conservation Easements" Presentation - Alaska Association of Assessing Officers, Fairbanks, AK
1998, "Easement Valuation Seminar," Alaska Chapter Appraisal Institute, Anchorage, AK
1998, "Easement Valuation Seminar," Seal Trust, Juneau, Alaska
1997, "Sitka Housing Market," Sitka Chamber of Commerce
1997, developed and taught commercial real estate investment seminar for Shee Atika, Inc.
1994, developed and taught seminar "Introduction to Real Estate Appraising," UAS, Sitka Campus
1985, Speaker at Sitka Chamber of Commerce, "What is an Appraisal? How to Read the Appraisal"
1984, Southeast Alaska Realtor's Mini Convention, Juneau, Alaska
Day 1: Introduction of Appraising, Cost and Market Data Approaches
Day 2: Income Approach, Types of Appraisals, AIREA Accredited Course
1983, "The State of Southeast Alaska's Real Estate Market"
1982, "What is an Appraisal?"

Types of Property Appraised:

Commercial - Retail shops, enclosed mall, shopping centers, medical buildings, restaurants, service stations, office buildings, auto body shops, schools, remote retail stores, liquor stores, supermarkets, funeral home, mobile home parks, camper courts. Appraised various businesses with real estate for value as a going concern with or without fixtures such as hotels, motels, bowling alleys, marinas, restaurants, lounges.
Industrial - Warehouse, mini-warehouse, hangars, docks barge loading facilities, industrial acreage, industrial sites, bulk plant sites, and fish processing facility. Appraised tank farms, bulk terminal sites, and a variety of waterfront port sites.
Special Land - Partial Interest and Leasehold Valuation - Remote acreage, tidelands with estimates of annual market rent. Large acreage land exchanges for federal, state, municipal governments and Alaska Native Corporations; retail lot valuations and absorption studies of large subdivisions; gravel and rock royalty value estimates; easements, partial interests, conservation easements; title limitations, permit fee evaluations. Appraised various properties under lease to determine leasehold and leased fee interests. Value easements and complex partial interests.
Special Projects - Special consultation for Federal land exchanges. Developed Land Evaluation Module (LEM) to describe and evaluate 290,000 acres of remote lands. Renovation feasibilities, residential lot absorption studies, commercial, and office building absorption studies. Contract review appraiser for private individuals, municipalities, and lenders. Restaurant feasibility studies, Housing demand studies and overall market projections. Estimated impact of nuisances on property values. Historic appreciation / market change studies. Historic barren material royalty valuations, subsurface mineral and timber valuation in conjunction with resource experts. Mass appraisal valuations for Municipality of Skagway, City of Craig, Ketchikan Gateway Borough and other Alaska communities. Developed electronic/digital

assessment record system for municipalities. Developed extensive state-wide market data record system which identified sales in all geographic areas.

Expert Witness Experience and Testimony:

2016 Expert Witness – D's Investment Group, LLC vs Erwin Enterprises, et al 1JU-15-971CI, settled
2012 Expert Witness – Dukowitz vs Chamberlain and First American Title Insurance Co. 1JU-12-778CI, settled
2011 Expert Witness – Wise and Wise vs City and Borough of Juneau. 1JU-10-584CI, settled
2009 Expert at mediation - Talbot's Inc vs State of Alaska, et al. IKE-07-168CI
2008 Albright vs Albright, IKE-07-265CI, settled
2006 State of Alaska vs Homestead Alaska, et al, 1JU-06-572, settled
2006 State of Alaska vs Heaton, et al, 1JU-06-570CI, settled
2006 State of Alaska vs Jean Gain Estate, 1JU-06-571, settled
2004 Assessment Appeal, Board of Equalization, Franklin Dock vs City and Borough of Juneau
2000 Alaska Pulp Corporation vs National Surety - Deposition
U.S. Senate, Natural Resources Committee
U.S. House of Representatives, Resource Committee
Superior Court, State of Alaska, Trial Court and Bankruptcy Courts
Board of Equalization Hearings testified on behalf of these municipalities: Ketchikan Gateway Borough, City of Skagway, City of Pelican, City and Borough of Haines, Alaska
Witness at binding arbitration hearings, appointed Master for property partitionment by superior state court, selected expert as final appraiser in multi parties suit with settlements of real estate land value issues

Partial List of Clients:

Federal Agencies
Bureau of Indian Affairs
Bureau of Land Mngmnt
Coast Guard
Dept. Of Agriculture
Dept. Of Interior
Dept. Of Transportation
Federal Deposit Ins Corp
Federal Highway Admin.
Fish & Wildlife Service
Forest Service
General Service Agency
National Park Service
USDA Rural Develop.
Veterans Administration

Municipalities
City & Borough of Haines
City & Borough of Juneau
City & Borough of Sitka
City of Akutan
City of Coffman Cove
City of Craig
City of Hoonah
City of Ketchikan
City of Klawock
City of Pelican
City of Petersburg
City of Thorne Bay
City of Wrangell
Ketchikan Gateway Borg.
Municipality of Skagway

Lending Institutions
Alaska Growth Capital
Alaska Pacific Bank
Alaska Ind. Dev. Auth.
ALPS FCU
First Bank
First National Bank AK
Key Bank
Met Life Capital Corp.
National Bank of AK
Rainier National Bank
SeaFirst Bank
True North Credit Union
Wells Fargo
Wells Fargo RETECHS

Other Organizations
BIHA
Central Council for Tlingit & Haida Indian Tribes of Alaska (CCTHITA)
Diocese of Juneau
Elks Lodge
Hoonah Indian Assoc.
LDS Church
Moose Lodge
SE AK Land Trust (SEAL)
SEARHC
Sitka Tribe of Alaska
The Nature Conservancy

ANCSA Corporations
Cape Fox, Inc.
Doyon Corporation
Eyak Corporation
Goldbelt
Haida Corporation
Huna Totem
Kake Tribal Corporation
Klawock-Heenya Corp.
Klukwan, Inc.
Kootznoowoo, Inc.
Sealaska Corporation
Shaan Seet, Inc.
Shee Atika Corporation
TDX Corporation
The Tatitlek Corporation
Yak-Tat Kwan

State of Alaska Agencies
Alaska State Building Authority (formerly ASHA)
Attorney General
Dept. of Fish & Game
Dept. of Natural Service, Div. of Lands
Dept. of Public Safety
DOT&PF
Mental Health Land Trust
Superior Court
University of Alaska

Companies
AK Electric Light & Power
AK Lumber & Pulp Co.
AK Power & Telephone
Allen Marine
Arrowhead Transfer
AT&T Alascom
Coeur Alaska
Delta Western
Gulf Oil of Canada
Hames Corporation
HDR Alaska, Inc.
Holland America
Home Depot
Kennecott Greens Creek
Kennedy & Associates
Madsen Construction, Inc.
Service Transfer
Standard Oil of CA
The Conservation Fund
Union Oil
Ward Cove Packing
White Pass & Yukon RR
Yutana Barge Lines

Education

Valuation of Conservation Easements, Fairfield, CA, Sept 2016
Business Practices and Ethics, Seattle, WA, Jan 2016
7-Hour National USPAP Update Course, Seattle, WA, Jan 2016
Online Small Hotel/Motel Valuation, Chicago, IL June 2015
Advanced Spreadsheet Modeling for Valuation Applications, Rockville, MD April 2015
7-Hour National USPAP Update Course, Seattle, WA January 2015
7-Hour National USPAP Update Course, Mount Vernon, WA, April 2013
Fall Real Estate Conference 2012, Seattle, Wa November, 2012
Appraising the Appraisal: Appraisal Review-General, Rockville, MD, May 2012
Information Security Awareness for Appraisal Professionals Webinar, December, 2012
Fall Real Estate Conference 2011 Seattle, WA October, 2011
Appraisal Curriculum Overview (2-day General) Milwaukee, WI, August 2011
Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Rockville, MD, Oct 2010
Business Practices and Ethics, Seattle, WA, Apr 2010
Fall Real Estate Conference, Seattle, WA, Dec 2009
7-hour National USPAP Update Course, Seattle, WA, May 2009
Fall Real Estate Conference, Seattle, WA, Nov 2008
Attacking and Defending an Appraisal in Litigation, Kent, WA, Sep 2008
Sustainable Mixed-Use N.I.M., Seattle, WA, Feb 2008
Appraising 2-4 Unit Properties, Bellevue, WA, Sep 2007
Business Practices and Ethics, Seattle, WA, Jun 2007
7-hour National USPAP Update Course, Seattle, WA, Jun 2007
Residential Market Analysis and Highest and Best Use, Seattle, WA, Apr 2007
Basic Appraisal Procedures, Seattle, WA, Feb 2007
USPAP Update Course, Anchorage, AK, Feb 2005
Rates & Ratios: Making Sense of GIMs, OARs, and DCF, Anchorage, AK, Feb 2005
Best Practices for Residential Appraisal Report Writing, Juneau, AK, Apr 2005
Scope of Work - Expanding Your Range of Services, Anchorage, AKMay 2003
Litigation Appraising - Specialized Topics and Applications, Dublin, CA, Oct 2002
UASFLA: Practical Applications for Fee Appraisers, Jim Eaton, Washington, D.C., May 2002
USPAP, Part A, Burr Ridge, IL, Jun 2001
Partial Interest Valuation - Undivided, Anchorage, AK, May 2001
Partial Interest Valuation - Divided, Anchorage, AK, May 2001
Easement Valuation, San Diego, CA, Dec 1997
USPAP, Seattle, WA, Apr 1997
The Appraiser as Expert Witness, Anchorage, AK, May 1995
Appraisal Practices for Litigation, Anchorage, AK, May 1995Forestry Appraisal Practices, Atterbury Consultants,
Beaverton, OR, Apr 1995
Advanced Sales Comparison & Cost Approaches, Univ. of Colorado, Boulder, CO, Jun 1993
Computer Assisted Investment Analysis, University of Maryland, MD, Jul 1991
USPAP, Anchorage, AK, Apr 1991
General State Certification Review Seminar, Anchorage, AK, Apr 1991
State Certification Review Seminar, Dean Potter, Anchorage, AK, Apr 1991
Highest and Best Use and Market Analysis, Baltimore, MA, Mar 1991
Financial Institution Reform, Recovery & Enforcement Act of 1989, Doreen Fair Westfall, Appraisal Analyst, OTS, Juneau, AK, Jul 1990
Real Estate Appraisal Reform, Gregory Hoefer, MAI, OTS, Juneau, AK, Jul 1990
Standards of Professional Practice, Anchorage, AK, Oct 1987
Federal Home Loan Bank Board Memorandum R41C
Seminar, Catherine Gearhearth, MAI, FHLBB District Appraiser, Juneau, AK, Mar 1987
Market Analysis, Boulder, CO , Jun 1986
Federal Home Loan Bank Board Regulation 41b,
Instructor Bob Foreman, MAI, Seattle, WA, Sep 1985
Litigation Valuation, Chapel Hill, North CA, Aug 1984
Standards of Professional Practices, Bloomington, IN, Jan 1982
Course 2B, Valuation Analysis & Report Writing, Stanford, CA, Aug 1980
Course 6, Introduction to Real Estate Investment Analysis, Aug 1980
Course 1B, Capitalization Techniques, San Francisco, CA, Aug 1976
Course 2A, Case Studies in Real Estate Valuation, Aug 1976
Course 1A, Real Estate Principles and Valuation, San Francisco, CA, Aug 1974

Rev 04/2017

Statter Breakwater - Covering Project

Consumer Price Index (CPI)

Consumer Price Index for the Municipality of Anchorage and the U.S.
Not Seasonally Adjusted – All Items – Urban Consumers

	Anchorage						U.S.					
Year	1st Half	Percent Change	2nd Half	Percent Change	Annual	Percent Change	1st Half	Percent Change	2nd Half	Percent Change	Annual	Percent Change
2017	218.616	0.7	219.131	0.2	218.873	0.5	244.076	2.2	246.163	2.0	245.120	2.1
2016	216.999	-0.1	218.660	0.9	217.830	0.4	238.778	1.1	241.237	1.5	240.007	1.3
2015	217.111	1.1	216.706	-0.1	216.909	0.5	236.265	-0.1	237.769	0.3	237.017	0.1
2014	214.777	1.9	216.833	1.4	215.805	1.6	236.384	1.7	237.088	1.5	236.736	1.6
2013	210.853	2.7	213.910	3.5	212.381	3.1	232.366	1.5	233.548	1.4	232.957	1.5
2012	205.215	2.5	206.617	2.0	205.916	2.2	228.850	2.3	230.338	1.8	229.594	2.1
2011	200.278	2.8	202.576	3.6	201.427	3.2	223.598	2.8	226.280	3.5	224.939	3.2
2010	194.834	2.5	195.455	1.0	195.144	1.8	217.535	2.1	218.576	1.2	218.056	1.6
2009	190.032	1.3	193.456	1.1	191.744	1.2	213.139	-0.6	215.935	-0.1	214.537	-0.4
2008	187.659	4.6	191.335	4.5	189.497	4.6	214.429	4.2	216.177	3.4	215.303	3.8
2007	179.394	1.5	183.080	2.9	181.237	2.2	205.709	2.5	208.976	3.1	207.342	2.8
2006	176.700	4.2	177.900	2.2	177.300	3.2	200.600	3.8	202.600	2.6	201.600	3.2
2005	169.600	2.4	174.100	3.8	171.800	3.1	193.200	3.0	197.400	3.8	195.300	3.4
2004	165.600	2.8	167.800	2.4	166.700	2.6	187.600	2.3	190.200	3.0	188.900	2.7
2003	161.100	2.3	163.900	3.1	162.500	2.7	183.300	2.5	184.600	2.0	184.000	2.3
2002	157.500	2.0	159.000	1.9	158.200	1.9	178.900	1.3	180.900	1.9	179.900	1.6
2001	154.400	2.9	156.000	2.7	155.200	2.8	176.600	3.4	177.500	2.2	177.100	2.8
2000	150.000	0.9	151.900	2.4	150.900	1.7	170.800	3.3	173.600	3.5	172.200	3.4

DOCKS & HARBORS
155 S. Seward St.
Juneau, AK 99801
(907) 586-5255 tel
(907) 586-2507 fax
www.juneau.org/harbors

FY19 Moorage Rates

DOUGLAS, HARRIS AND AURORA HARBORS		
	Effective thru June 30, 2018	Effective July 1, 2018
Skiff	$300 per calendar year	$300 per calendar year
Daily	55¢ per foot	55¢ per foot
Calendar Month	$4.25 per foot	$4.25 per foot
Bi-Annual (July 1 – Dec 31) & (Jan 1 – June 30) Annual (July 1 – June 30)	5% discount on 6-month advance payment 10% discount on 12-month advanced payment	5% discount on 6-month advance payment 10% discount on12-month advance payment

STATTER HARBOR		
	Effective thru June 30, 2018	Effective July 1, 2018
Skiff	$300 per calendar year	$300 per calendar year
Daily	55¢ per foot	55¢ per foot
Calendar Month	$7.15 per foot	$7.15 per foot
Bi-Annual (July 1 – Dec 31) & (Jan 1 – June 30) Annual (July 1 – June 30)	5% discount on 6-month advance payment 10% discount on 12-month advanced payment	5% discount on 6-month advance payment 10% discount on12-month advance payment
Reservations (May 1 – Sept 30)	Fishing Vessels Other Vessels <65' Other Vessels ≥ 65' Other Vessels ≥200'	$0.75 per foot $1.50 per foot per day $2.50 per foot per day $3.00 per foot per day

INTERMEDIATE VESSEL FLOAT (IVF)		
	Effective thru June 30, 2018	Effective July 1, 2018
Daily (Oct. 1 – Apr. 30)	55¢ per foot	55¢ per foot
Monthly (Oct. 1 – Apr. 30)	$4.25 per foot	$4.25 per foot
Reservations (May 1 – Sept 30)	Fishing Vessels Other Vessels <65' Other Vessels ≥ 65' Other Vessels ≥200'	$0.75 per foot $1.50 per foot per day $2.50 per foot per day $3.00 per foot per day

Residence Surcharge

Per Month	$69 +$23/person above four persons

- A 5% City & Borough of Juneau sales tax may apply to all fees

Launch Ramp Rates

Recreational – Calendar Year (includes Kayaks)	$90

Matching registrations are required to obtain two additional permits. Please see 05 CBJAC 20.060 – Recreational Boat Launch Fees.	$5 per additional permit
Recreational – Day	$15
Commercial – Calendar Year	$250 per trailer
Commercial – Day	$30
Freight Use – Commercial	Up to 1 hour $60 Over 1 hour $30 for each additional hour

Parking Rates

Douglas, Harris, Aurora Harbors	Free w/ permit (permits available at Aurora Harbormaster's office)
Statter Harbor – Summer (May, June, July, August, September)	$1 per hour/$5 per calendar day
Statter Harbor – Winter (October through April)	Free w/permit (permits available at Statter Harbor office)
Downtown Taku Lot - Summer	$2 per hour/3 hour limit

Shorepower

Connection Type	Daily Fee
20 amp (120V, 1 phase)	$6.00
30 amp (120V, 1 phase)	$9.00
50 amp (208V, 1 phase)	$25.00
100 amp (208V, 3 phase)	$86.00
100 amp (480V, 3 phase)	$198.00

Connection Type	Summer Liveaboard Monthly	Summer Non-Liveaboard Monthly
20 and 30 amp	$90.00	$54.00
50 amp	$180.00	$108.00
100 amp/208 volt	$420.00	$252.00

Connection Type	Winter Liveaboard Monthly	Winter Non-Liveaboard Monthly
20 amp	$120.00	$72.00
30 amp	$162.00	$96.00
50 amp	$300.00	$180.00
100 amp/208 volt	$720.00	$420.00

Services Provided

Power
Potable water (Year round downtown and Statter A&B Floats)
Restrooms (Statter Harbor & Aurora Harbor)
Showers (Statter Harbor, Harbor Washboard, Augustus Brown Pool)
Free Sewage pump-out (Aurora, Douglas, Harris, and Statter)
Sewage pump-out cart available at Aurora Harbor.
Harris Harbor Grid (Fee: $1.00 per foot per day)
Please make Grid reservation at Aurora Harbor Office.