



Thursday, May 15, 2008

MEMORANDUM

To: Sawmill Cove Board of Directors
From: Hugh Bevan, Director
Subject: Month to Month Lease
Lisa Lane

Lisa Lane is planning to offer horse & carriage rides at Sawmill Cove. She is boarding her horses on Fortress of the Bear property. Ms. Lane desires to lease a small storage building that is attached to the former aeration blower building at the Industrial Park.

I do not have a good map that shows this small building. However, it is appurtenant to the aeration blower building that lies between Fortress of the Bear and the City recycling center.

Ms Lane desires this building store her carriage, tack, and feed. She plans to paint the building and install a second set of doors to facilitate her operation.

The building is roughly 20x25 = 500 square feet.

The terms we have discussed are \$50 per month for the first six months and \$100 per month thereafter.

There is no other competing use for this building.

Recommendation

Approve a month to month lease with Lisa Lane under the terms described.

**City and Borough of Sitka
Lease Agreement
With
Elisia Lane**

This lease agreement is made between the City & Borough of Sitka, 100 Lincoln Street; Sitka, Alaska hereinafter referred to as Lessor and Elisia Lane, 1815 Sawmill Creek Road,, Sitka, Alaska hereinafter referred to as Lessee.

The Lessor and Lessee agree as follows:

1. Lessor shall lease to Lessee about 500 square feet storage space in a garage attached to the west side of the former clarifier aeration building at Sawmill Cove Industrial Park.
2. The lease area shall be used for the storage of equipment associated with Lessee's horse and carriage business. This lease agreement shall be on a month-to-month basis beginning June 1, 2008.
3. Lessor reserves the right to terminate this lease at Lessor's convenience. Lessee will be given either a 30-day notice to vacate or be invited to move to another location within the Sawmill Cove Industrial Park at the Lessee's expense.
4. The Lessee agrees they are solely responsible for all security necessary to protect their property. The Lessor shall not be held liable for damage or loss.
5. Lessee agrees they are responsible for third parties who may use Lessee's lease area.
6. Lessee shall use the area only for activity related to storage of equipment associated with Lessee's horse and carriage business. Flammable, caustic or explosive items or materials will not be allowed within the lease area.
7. No fuel burning appliances shall be used for heat or power.
8. Lessee shall not perform welding or other work within the subject lease area that presents a fire hazard or possible ignition source".
9. Lessee shall ensure that all of its employees that occupy the SCIP are included in Lessee's Workers Compensation Insurance Policy. This requirement extends to all subcontractors, suppliers and agents of Lessee.
10. Lessee shall pay to Lessor rent of \$50.00 per month from June 1, 2008 to November 30, 2008. Beginning December 1, 2008 the rent shall be \$100.00 per month with the rent due the first day of each month delivered to the City & Borough of Sitka; 100 Lincoln Street; Sitka, Alaska 99835. City sales tax shall be applied.
11. Lessor shall review the rent rate every five years and make adjustments, if necessary, to adequately provide for utility and building maintenance costs.

12. Lessee shall insure that its vehicles and equipment do not block roadways or building entrances.

13. Upon termination of this lease, Lessee shall remove all materials, equipment and other personal property from the leased area and return the area to a satisfactory condition.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first mentioned above. Each person executing this contract represents by the act of execution that such person holds the legal authority to bind the party that such person purports to bind.

City & Borough of Sitka

100 Lincoln Street
Sitka, Alaska 99835

1815 SMC Road,
Sitka, Alaska 99835

By: _____
Jim Dinley, Administrator

By: _____
Elisia Lane

Date: _____

Date: _____

Attest:

By: _____



City and Borough of Sitka

SAWMILL COVE INDUSTRIAL SITE

4800 SAWMILL CREEK ROAD SITKA, AK 99835

TEL (907) 747-2219 FAX (907) 747-2268



**POST DEMOLITION
SITE PLAN**

DRAWN:	C. COMBS	SCALE:	NO SCALE
CHECKED:		DATE:	10/11/99
DRAWING NAME:	SK02.DWG		
SHEET NO.:	1 / 1		

NOTES:

1. THIS DRAWING IS CONCEPTUAL AND SUBJECT TO REVISION.
2. EXISTING UNDERGROUND UTILITIES ARE SHOWN.

