



City Manager/General Manager | 334 Front Street, Ketchikan AK 99901 | (907)228-5603

TRANSMITTAL MEMORANDUM

5d

TO: The Honorable Mayor & City Council Initials: 

FROM: Shawn Hart, Acting Assistant City Manager File #: MGR25-207

DATE: April 11, 2025 Mtg. #: 04/17/25 CAAd

RE: **Amendment and Assignment of Tideland Lease ADL 63811**

The motion detailed below was prepared at the request of City Attorney Mitch Seaver, who asked that it be placed before the City Council for consideration at its meeting of April 17, 2025. If adopted, the motion approves the amendment to Tideland Lease ADL 63811, approves the assignment of this lease from KRM, Inc. to CoAlaska, Inc., and authorizes the Acting City Manager to execute the necessary documents on behalf of the City.

Mr. Seaver outlines the rationale for this request in his attached memorandum, and the topic does not require further elaboration by my office.

A motion has been prepared for City Council Consideration.

Recommended Motion:

I move the City Council approve the amendments to Tideland Lease ADL 63811; approve the assignment of this lease from KRM Inc., to CoAlaska, Inc.; and authorize the Acting City Manager to execute the necessary documents on behalf of the City.

Mitch Seaver
City Attorney
City of Ketchikan, Alaska

334 FRONT STREET
Ketchikan, Alaska 99901
Telephone (907) 228-5611
Facsimile (907) 247-2111

MEMORANDUM

TO: Lacey Simpson, Acting City Manager
Shawn Hart, Acting Assistant City Manager

FROM: 
Mitch Seaver
City Attorney

DATE: April 9, 2025

SUBJECT: Amendment and Assignment of Tidelands Lease ADL 63811

In 2022, the City Council amended Ketchikan Municipal Code 3.16.040 regarding the terms of the leases for City owned tidelands. When the State transferred those tidelands to the City, the City inherited the different forms of State leases that the State had modified in various ways over the years. The different forms of State leases were very difficult for the City to administer. The revised ordinance simplifies the administrative process and will bring uniformity to the City's tidelands lease program. To accomplish those goals when the existing State leases expire or are extended or assigned they are subject to revised KMC 3.16.040.

Until recently KRM, Inc. (Ketchikan Ready Mix) owned uplands at Mile Three, North Tongass Highway and leased the adjoining tidelands from the City under the terms of the existing State lease forms. CoAlaska Inc. (SECON) owns 100% of the stock of KRM, Inc. and has transferred ownership of the uplands from KRM, Inc. to CoAlaska, Inc. With the change in upland ownership the tidelands lease is to be assigned to the new upland owners. The attached amendment and assignment will facilitate that transaction and place the lease under the terms of KMC 3.16.040.

Recommended Motion

I move the City Council approve the amendment to Tidelands Lease ADL 63811 and approve the assignment of that lease from KRM, Inc., to CoAlaska, Inc., and authorize the Acting City Manager to execute the necessary documents on behalf of the City.

cc: Seth Brakke, Public Works Director
Michelle Johansen, Finance Director
Bob Diaz, Contract Administrator

**CITY OF KETCHIKAN, ALASKA
ASSIGNMENT OF TIDELANDS LEASE ADL 63811**

KRM, INC., an Alaska Corporation of 4418 Tongass Avenue, Ketchikan, Alaska 99901 (“Assignor”) the Lessee of that Leasehold located in the Ketchikan Recording District, First Judicial District, State of Alaska described as:

Alaska Tideland Survey 854 within protracted Section 15,
Township 75 South, Range 90 East, Copper River Meridian,
Containing 3.019 acres of tide and submerged lands

which Lease is known as ADL 63811 recorded as Document No. 2000-001949-0, Ketchikan Recording District, First Judicial District, State of Alaska, (hereinafter with all amendments referred to as “the Lease Agreement”), does hereby **ASSIGN** to **COLASKA INC.**, an Alaska Corporation whose address is 4418 Tongass Avenue, Ketchikan, Alaska 99901, (“Assignee”), all rights, interests, and obligations of the Lessee under the Lease Agreement. This Assignment of Tideland Lease is subject to any prior existing assignments and becomes effective when approved and signed by the City of Ketchikan, Alaska. No other assignments, whether to secure financing or otherwise, may occur without the City’s additional written approval.

Except as herein otherwise provided, nothing in this Assignment of Tideland Lease in any way amends any other covenants, terms, and conditions of the Lease Agreement or extends the term of the Lease Agreement. This Assignment of and Amendment to Tideland Lease is subject to any pending matters of record and becomes effective when this assignment is approved and signed by the City of Ketchikan, Alaska.

Assignee acknowledges that it has read and understands the Lease Agreement, as amended, receipt of a copy of which is hereby acknowledged, and hereby covenants and agrees to faithfully fulfill and be bound by all obligations, provisions, and covenants of the Lessee in the Lease Agreement, and to the terms, conditions, provisions, and restrictions contained in the Lease Agreement as of the effective date of the Assignment. Assignee agrees to defend, indemnify, and hold Lessee harmless from any obligation accruing under the Lease Agreement from the effective date of the Assignment forward.

KRM, INC.
Assignor

Date 4/7/25



Signature

04/07/2025

By: Tim Dudley
Its: President

Assignor

Date



Signature

4/7/25

By: Brian Maller
Its: Assistant Secretary

ASSIGNMENT IS ACCEPTED this 7th day of April, 2025.

COLASKA, INC.
Assignee

Date



Signature
By: Tim Dudley
Its: President

04/07/2025

Assignee

Date



Signature
By: Brian Maller
Its: Assistant Secretary

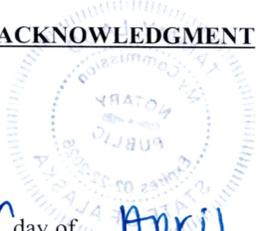
4/7/25

ASSIGNMENT APPROVED by the City of Ketchikan, Alaska this ___ day of _____, 2025.

Lacey Simpson
Acting City Manager

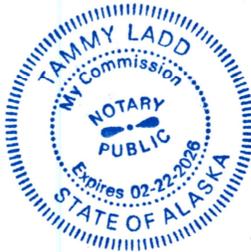
CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)



THIS IS TO CERTIFY that on this 7th day of April 2025 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **TIM DUDLEY** and **BRIAN MALLER** known to be the **President** and **Assistant Secretary** of **KRM, INC.**, a corporation formed under the laws of the State of Alaska, the corporation which executed the above foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

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



Tammy Ladd
NOTARY PUBLIC FOR ALASKA
My Commission Expires: 2/22/2026

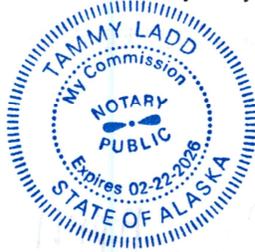
[acknowledgments continued on next page]

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 7th day of April 2025 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **TIM DUDLEY** and **BRIAN MALLER** known to be the **President** and **Assistant Secretary** of **COLASKA, INC.**, a corporation formed under the laws of the State of Alaska, the corporation which executed the above foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

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




NOTARY PUBLIC FOR ALASKA
My Commission Expires: 2/22/2026

When recorded please return to:

Mitch Seaver
City of Ketchikan
Attorney's Office
334 Front Street
Ketchikan, Alaska 99901



CITY OF KETCHIKAN, ALASKA
AMENDMENT TO
TIDELANDS LEASE ADL 63811

This **AMENDMENT TO TIDELANDS LEASE ADL 63811** (Amendment) is entered into by and between the **CITY OF KETCHIKAN, ALASKA**, 334 Front Street, Ketchikan, Alaska 99901 (City) and **KRM, INC.**, an Alaska Corporation (KRM, Inc.), whose mailing address is 4418 Tongass Avenue, Ketchikan, Alaska 99901 (Lessee).

RECITALS

- I. By assignment, KRM, Inc., is the Lessee under that Lease Agreement designated as Tideland Lease ADL 63811 as amended, and recorded at Book 312, Page 609, (Document No. 2000-001949-0), Ketchikan Recording District, First Judicial District, State of Alaska (hereinafter referred to as “the Lease”) in respect to the following described real property:

Alaska Tideland Survey 854 within protracted Section 15, Township 75 South, Range 90 East, Copper River Meridian, containing 3.019 acres of tide and submerged lands.

(hereinafter referred to as the “Leased Tidelands”).

- II. The Lease and Leased Tidelands has been transferred to the City such that the City is the Lessor under that Lease.
- III. The Lessee and the City wish to amend the Lease under the terms, covenants and conditions set forth herein.

NOW, THEREFORE the parties agree as follows:

Tidelands Lease ADL 63811 is hereby amended to provide in its entirety as follows:

- 1) **Term.** The term of this Lease ends at 12:00 midnight, March 2, 2035, unless sooner terminated as hereinafter provided.
- 2) **Rent.** Effective March 3, 2025 Lessee shall pay an annual rent in the amount of twenty thousand three hundred twenty dollars (\$20,320.00), which rent shall be paid on or before March 3rd each year thereafter.
- 3) **Rent Adjustment.** For any lease with a term exceeding five (5) years, the City shall have the right to adjust the rent every five (5) years based on the provisions set forth in Ketchikan Municipal Code Section 3.16.040(a) and (b) and as that ordinance may be amended, revised, or replaced. The rent is subject to adjustments at the commencement of the sixth (6th) year of the term and every fifth (5th) year thereafter (the adjustment date). All rent adjustments take effect on the applicable adjustment date regardless of whether or not the adjustment determination occurs before or after that date. All reasonable costs of the adjustment shall be borne by Lessee.
- 4) **Use of Leasehold.** The Lessee shall use and occupy the leasehold in compliance with the development plan approved by the State of Alaska and all applicable laws, regulations, ordinances, and orders that a public authority has put into effect or may put into effect, including those of a building or zoning authority and those relating to pollution and sanitation control. The Lessee shall properly locate all activities and improvements on the leasehold and may not commit waste of the parcel. The Lessee shall maintain and repair the leasehold, including improvements, in a reasonably neat and clean condition.
- 5) **Development Plan.** Lessee shall comply with all provisions of its Development Plan as submitted and approved by the State of Alaska in a timely manner. Except as set forth in that Development Plan, a copy of which is attached as Exhibit A, no improvements shall be placed on the Leased Tidelands without the prior written consent of the City which shall not be unreasonably withheld
- 6) **Title.** The City makes no warranties or representations as to its title to the Leased Tidelands. Lessee is solely responsible for obtaining at its expense any permits or approvals (including, but not limited to, permits from the Ketchikan Gateway Borough, the City, Corps of Engineers, and all state and federal agencies having jurisdiction over navigable waters) required for its use of the Leased Tidelands. Lessee shall comply with all conditions of the required permits or approvals. Lessee shall comply with all the terms and conditions found in the patent or deed from the State of Alaska to the Leased Tidelands and all laws and regulations relating to the use of tidelands, submerged lands, and navigable waters. In particular, the Lessee recognizes that the Leased Tidelands are subject to rights of the public and rights of public navigation under the Public Trust Doctrine and may be subject to littoral rights claimed by adjacent property owners. The City makes no warranties or

representations that Lessee will have exclusive access or use of the Leased Tidelands.

- 7) **Condition.** The City makes no warranties or representations as to the condition of the Leased Tidelands or that the Leased Tidelands are suitable for the Lessee's intended use or for any other use.
- 8) **Insurance.** Lessee shall carry and maintain during the term of this Tidelands Lease, at its sole cost and expense, comprehensive general liability insurance, each with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence / Two Million Dollars (\$2,000,000.00) annual aggregate limit insuring against any and all liabilities arising from or related to the Leased Tidelands and the maintenance, use, and occupancy of the Leased Tidelands by Lessee. The City shall be named as an also insured on all such policies. In addition, Lessee shall maintain worker's compensation insurance and, to the extent applicable, insurance coverage for claims under the Jones Act, the U.S. Longshore and Harbor Workers Act and other laws relating to injuries, deaths, or illness to workers who work on the Leased Tidelands. All insurance policies shall contain a waiver of subrogation against the City. The insurance required by this paragraph shall require the insurance company give not less than 30 days prior written notice to the City prior to any cancellation, nonrenewal or reduction in the amount of coverage of such insurance policy. Prior to the City executing this Lease, Lessee shall provide the City with proof of the insurance required by this paragraph. The types and amounts of insurance required by this Lease may be reasonably adjusted periodically as the City may require.
- 9) **Indemnification.** Lessee shall indemnify, defend, and hold the City, its officers, agents, insurers and employees harmless from any and all claims, damages, costs, fees, losses, injuries, deaths, fines, and forfeitures arising from or related to this Tidelands Lease and the occupancy or use of the Leased Tidelands by Lessee, its officers, employees, agents, contractors, invitees, and any other persons entering the Leased Tidelands whether with or without Lessee's permission. In particular, the Lessee shall indemnify, defend, and hold harmless the city, its agents, insurers, officers, and employees from any such claims, damages, losses or injuries relating to navigational rights, littoral rights, or rights to access or use tidelands or submerged lands.
- 10) **No Assignment.** Lessee may not sublease or assign any of its rights or obligations under this Tidelands Lease without the City Council's prior approval.
- 11) **Property Taxes.** Lessee shall pay all property taxes on the Leased Tidelands subject to such rights of appeal as provided by law.
- 12) **Pollution.** Lessee shall be solely responsible for all costs, fines, forfeitures, fees, damages, injuries, or deaths arising from or related to the discharge, disposal, or other release of any hazardous, toxic, or polluting substances on, over, or across the Leased Tidelands. Lessee shall at its cost promptly and legally remove and dispose of any such hazardous, toxic, or polluting substances and perform all mitigation, remediation, or other work required under any laws relating to the discharge,

disposal, or release of hazardous, toxic, or polluting substances. Hazardous, toxic, or polluting substances include: any substance the presence of which requires investigation or remediation under any federal, state, or local law; any substance defined as "hazardous waste," "hazardous substance," pollutant, or contaminate under any federal or state law; any substance which is toxic, explosive, corrosive, flammable, infectious, or otherwise hazardous; any substance which causes or threatens to cause a nuisance upon the Leased Tidelands or other property or which poses or threatens to pose a hazard to the health or safety of persons or wildlife; and any gasoline, diesel fuel, or other petroleum hydrocarbons.

- 13) **Rights of Mortgage or Lienholder.** The rights of Lessee may not be assigned for security purposes or otherwise unless the assignment is first approved by the City Council. In the event of cancellation or forfeiture of a Lease for cause, the holder of a properly recorded mortgage, deed of trust, conditional assignment, or collateral assignment approved by the City Council 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.

If the Lessee fails to cure or remedy a breach of default within the time allowed in Section 26, the holder of a security interest who has received notice under Section 26 may cure or remedy the breach or default if the breach or default can be cured by the payment of money or, if this cannot be done, by performing or undertaking in writing to perform the terms, covenants, restrictions and conditions of the lease capable of performance by the holder. The holder shall act within 30 days from the date of receipt of notice or within any additional period which the City may allow for good cause.

- 14) **Entry and Reentry.** In the event that the Lease should be terminated as provided herein, or by summary proceedings or otherwise, or in the event that the Leased Tidelands, or any part thereof, should be abandoned by Lessee during the term, the City or its agents, servants, or representative may, immediately or any time thereafter, reenter or resume possession of lands or such thereof, and removal 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 the City shall be deemed an acceptance of a surrender of the Lease.
- 15) **Lease.** In the event that the Lease should be terminated as herein provided, or by summary proceedings, or otherwise, the City may offer the lands for lease or other appropriate disposal pursuant to the provisions of the City code.
- 16) **Forfeiture of Rental.** In the event that the Lease should be terminated because of any breach by the Lessee, as herein provided, the annual rental payment last made by Lessee shall be forfeited and retained by the City as partial or total damages for the breach.
- 17) **Expiration of Lease.** Unless the Lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender, and yield up to the City all of the Leased Tidelands on the last day of the term of the Lease.

- 18) **Removal or Reversion of Improvements.** All improvements, fill or other alterations to the Leased Tidelands on expiration of the Lease shall be removed by Lessee in a legally approved manner at Lessee's cost immediately upon the termination or expiration of this Lease; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that the City may extend the time for removing such improvements in cases where hardship is proven. At the termination or expiration of the lease the Leased Tidelands will be restored to their condition prior to the lease. Alternately, the Lessee with the concurrence of the City may provide for the improvements to revert to and become the property of the City at no cost to the City. Improvements owned by Lessee may, with the consent of the City, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements are subject to Lessee's paying the City pro rata lease rentals for the period.
- 19) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the lease during Lessee's tenure with or without Lessee's permission and remaining upon the premises after the termination date of the Lease shall entitle the City to charge Lessee a reasonable rent therefore.
- 20) **Inspection.** Lessee shall allow an authorized representative of the City to enter the leased land for inspection at any reasonable time.
- 21) **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 at will only.
- 22) **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 Tidelands and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Tidelands or the improvements placed thereon.
- 23) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Tidelands, 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 property or which violates or causes violation of any applicable health, fire, environmental, or other regulation by any level of government.
- 24) **Successors.** This Lease shall be binding on the successors, administrator, executors, heirs, and assigns of Lessee and the City.
- 25) **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 Ketchikan.
- 26) **Default — Termination.** In the event Lessee fails to perform or observe any of the terms and conditions of this Tidelands Lease and should such failure continue for

fifteen (15) days after written notice is mailed or personally delivered as provided in Section 27, the City may terminate this Lease and retain all rent.

- 27) **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required, to give to the other party, of any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the other party at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally or upon mailing if mailed as provided in this section.

For the City: City of Ketchikan
334 Front Street
Ketchikan, Alaska 99901
Attn: City Manager

For Lessee: KRM, INC.
4418 Tongass Avenue
Ketchikan, Alaska 99901

- 28) **Condemnation.** If the whole or any part of the Leased Tidelands shall be taken for any authorized use under any statutory or common-law right of eminent domain or purchase in lieu thereof, by any authorized body or person vested with the power of eminent domain, then when possession of the Leased Tidelands or any part thereof is taken thereunder, the following provisions shall control:

- (a) **Taking of the Entire Premises.** If all of the premises are taken by condemnation, the term of this lease and all rights of the Lessee hereunder shall immediately terminate, and the rent shall be adjusted as of the time of such termination so that the Lessee shall have paid rent only up to the time of such taking. The Lessor shall be entitled to the full condemnation proceeds, except that portion hereof attributable to the value of the buildings or improvements placed on the premises by the Lessee, which shall be paid to the Lessee.
- (b) **Taking of Substantial Part of Premises.** If the taking by condemnation reduces the ground area of the premises by at least thirty percent (30%), or materially affects the rent being made by the Less of the premises, the Lessee shall have the right, by written notice to the Lessor made not later than one hundred eighty (180) days after possession under eminent domain is taken, to elect to terminate or to not terminate this lease under the provisions set forth herein. If the election to terminate is made, the provision of (a) of this paragraph relating to the taking of the entire premises shall govern. If the election to not terminate is made, the lease shall continue and the Lessor shall be entitled to the full condemnation proceeds, except the portion thereof attributable to the value of the buildings or structural improvements place on the premises by the Lessee. Rent at the existing rate and amount shall be terminated as of the date of

the taking of possession under eminent domain. Rent for the balance of the term, except as it may be adjusted from time to time under the terms of this lease and applicable ordinances, shall be reduced so that the new rent shall be that part of the former rent (before condemnation) which the unimproved value of the untaken premises bears to the unimproved value of the entire premises immediately before the taking.

(c) Taking of Insubstantial Part of Premises. If, in the determination of the Lessor the taking is of such insubstantial portion of the ground area of the premises that the use being made by the Lessee of the premises is not materially affected thereby, the provisions of subparagraph (b) of this paragraph regarding the Lessee's election to not terminate shall govern.

- 29) No Third Party Beneficiaries. Nothing in this Lease shall be construed to give any person other than the City and the Lessee any legal or equitable right, remedy or claim under this Tidelands Lease, but it shall be held to be for the sole and exclusive benefit of the City and the Lessee.
- 30) Non-waiver. No delay or omission of the right to exercise any power by either party shall impair any such right or power or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Tidelands Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- 31) Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.
- 32) Entire Agreement. This Tidelands Lease and any schedules, appendices or exhibits attached hereto sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing

and signed by both parties. This Tidelands Lease constitutes a final, complete, and exclusive statement of the agreement between the parties

WHEREFORE, the parties have made and entered this Amendment and Extension to Tidelands Lease Agreement effective as of the date it is executed by the City of Ketchikan as set forth below.

EXECUTED at Ketchikan, Alaska this ____ day of _____, 2025.

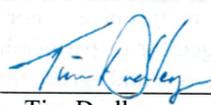
LESSOR:
CITY OF KETCHIKAN, ALASKA

Lacey Simpson
Acting City Manager

ATTEST:

Kim Stanker, City Clerk

LESSEE:
KRM, INC.



By: Tim Dudley
Its: President

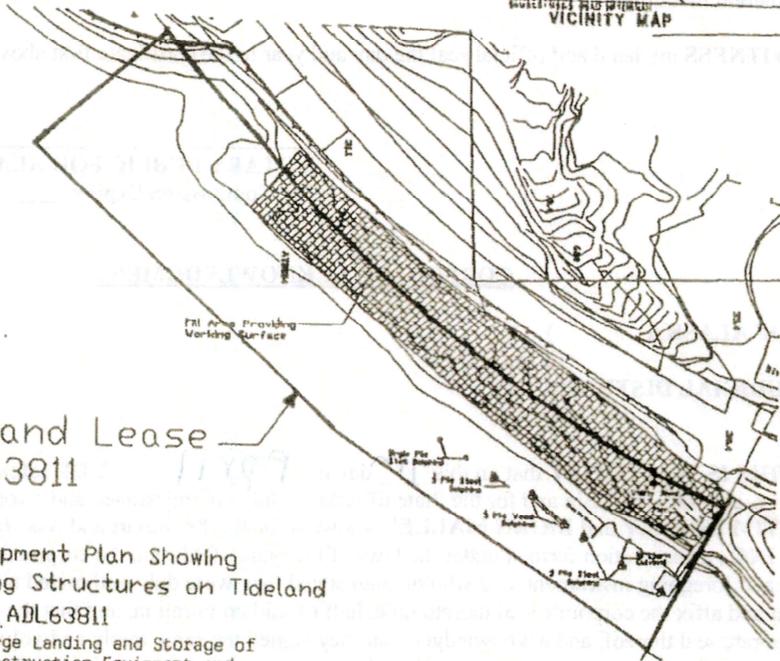
Date: 04/07/2025



By: Brian Maller
Its: Assistant Secretary

Date: 4/7/25

Attachment "B" ADL 63811
Tideland Lease Diagram
Sheet 1 of 1



Tideland Lease
ADL63811

Development Plan Showing
Existing Structures on Tideland
Lease ADL63811

Use: Barge Landing and Storage of
Construction Equipment and
Materials

| | |
|--|--|
| Date Prepared: 5/29/00 | Applicant's Name: Dawson Construction |
| STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND AND WATER | |
| DIAGRAM | |
| Sec(s) 15 Township 15S Range 10W Meridian CR | |
| Scale: 1" = 100' | |
| SHEET 1 OF 1 | File # ADL 63811 |

003439
 REQUESTED BY
 AS DIV OF MINING
 RECORDING DISTRICT

2000 AU 28 PM 2:35

EXHIBIT A

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2025 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **LACEY SIMPSON** and **KIM STANKER** to me known to be the **Acting City Manager** and the **City Clerk** of the **CITY OF KETCHIKAN**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation; who acknowledged to me that they signed and sealed 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.

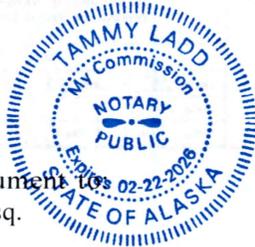
NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 1st day of April, 2025 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **TIM DUDLEY** and **BRIAN MALLER** known to be the **President** and **Assistant Secretary** of **KRM, INC.**, a corporation formed under the laws of the State of Alaska, the corporation which executed the above and foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

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



NOTARY PUBLIC FOR ALASKA
My Commission Expires: 2/22/2026

Return recorded document to
Mitchell A. Seaver, Esq.
City Attorney
City of Ketchikan
334 Front Street
Ketchikan, Alaska 99901