



Thursday, May 13, 2021
6:00 PM

Location: Borough Assembly Chambers
City Hall

PZ Meeting 5-13-21
6:00 PM

A. CALL TO ORDER / ROLL CALL

B. AMENDMENTS TO THE AGENDA

C. CONFLICTS OF INTEREST

D. APPROVAL OF MINUTES

1. Minutes of April 14, 2021 Regular Meeting (not included in packet)
2. Minutes of Special Meeting April 29, 2021

E. PERSONS TO BE HEARD

F. CORRESPONDENCE

G. NEW BUSINESS

1. (DEFER) Conditional Use permit request for an animal shelter facility at the old ball field Lot 1, ATS 1209, zoned Open Space/Public, owned by the City and Borough of Wrangell, requested by St. Frances Animal Rescue.
2. (PH) Variance permit request for a variance to the height requirement on Lot BB, Good/Edgley Subdivision (Plat No. 2018-4), zoned Single Family Residential, owned and requested by Jeff and Christina Good.
3. (PH) Conditional Use permit request for a 150' lattice pole (modified from a monopole) for use as a cell transmission tower and fenced lease area for support services on Lot 14, Block 5, USS 2127, currently zoned Holding but recommended for zone change to Open Space/Public, owned by the City and Borough of Wrangell, requested by Vertical Bridge Development, LLC through their representative Lynx Consulting
4. (PH) Preliminary Plat review of the Buhler Industrial Subdivision, a subdivision of the old 6 mile mill site of Lots 6B and 9B Mitchell-Buhler Replat; Lots 4-7 USS 3534; Lots 10,11,20 PSS USS 2589; USS 3000, zoned Waterfront Development, owned by Betty Buhler, requested by PDC Engineers on owner's behalf.

H. OLD BUSINESS

I. PUBLIC COMMENT

J. COMMISSIONERS' REPORTS AND ANNOUNCEMENTS

K. ADJOURNMENT

City and Borough of Wrangell
 Planning and Zoning Commission
 AGENDA



Thursday, April 29, 2021
 5:00 PM

Location: Borough Assembly Chambers
 City Hall

Planning and Zoning Special Meeting 4/29/21
 Minutes

Note: Staff forgot to record the meeting on zoom.

A. CALL TO ORDER / ROLL CALL: Meeting opened at 5:00pm. Present: Don McConachie, Jillian Privett, Chair Terri Henson. Also present, staff Carol Rushmore, KSTK Manager Cindy Sweat, and Lynx Consulting reps Julei Campos and Joel Arro

B. AMENDMENTS TO THE AGENDA- none

C. CONFLICTS OF INTEREST- none

D. PERSONS TO BE HEARD - none

E. CORRESPONDENCE

1. Letter from KSTK Radio Station regarding their concern of potential interference between KSTK translator antenna and proposed cell tower.

F. NEW BUSINESS

1. Modification to the Open Space/Public Zoning District adding Municipal Facilities and Communication Transmission Towers as conditionally allowed uses, requested by the City and Borough of Wrangell.

Open Public Hearing

Closed Public Hearing

JP moved to recommend to the Assembly to approve the findings of fact and the proposed Open Space/Public District zone modification to allow Municipal Facilities and Communication Transmission Towers as conditionally approved uses and to develop an ordinance for the zone modification for Assembly approval.

DM Seconds the motion

DM asks about the potential interference. Mr. Arro with Lynx Consulting says that they have been in contact with KSTK and that they will be doing an intermodulation study, but can't do it until they know where the tower will be.

Approved unanimously

2. (PH) Request for a zone change for Lot 11A, Lot 11B, and Lot 10A, Block 5, Third Avenue Subdivision and Lots 12-15, Block 5, USS 2127 from Holding to Open Space/Public requested by City and Borough of Wrangell

Open Public Hearing

Closed Public Hearing

JP moved to recommend to the Assembly to approve the findings of fact and the zone change for Lot 11A, Lot 11B, and Lot 10A, Block 5, Third Avenue Subdivision and Lots 12-15, Block 5, USS 2127 from Holding to Open Space/Public and develop an ordinance for the map change for Assembly approval.

DM Seconds the motion

Approved unanimously

G. ADJOURNMENT 5:10pm

City and Borough of Wrangell, Alaska

AGENDA G1

Date: May 8, 2021

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Conditional Use permit request for an animal shelter facility at the old ball field Lot 1, ATS 1209, zoned Open Space/Public, owned by the City and Borough of Wrangell, requested by St. Frances Animal Rescue.

Review:

St. Frances animal shelter for cats is seeking a new home. Their review of alternative sites selected the old ball Lion's Club Ball Field adjacent to City Park.

Recommendation: Staff recommends approval of the proposed Animal Shelter for cats.

Recommended Motion: Move to approve the findings of fact and the conditional use permit request for the operation of an Animal Establishment (Shelter) for cats at the old Lion's Club Ball Field near City Park with the following conditions:

- 1) Due to the public location of the facility, the facility is to be maintained regularly and the outside appearance kept clean with vegetation trimmed.
- 2) Waste from the facility is to be disposed of properly and not in park or area garbage cans.
- 3) Security lighting should be coordinated with Park and Recreation Dept so as not to distract from other uses.

Review Criteria:

Chapter 20.32: Open Space/Public District

Chapter 20.52: Lot Standards:

Chapter 20.68: Conditional Use Permits

Findings of Fact:

Applicant is seeking to relocate the St. Frances Animal Shelter for cats from approximately 3 mile Zimovia Highway to the old ball field by City Park, City

Cemetery and Native Cemetery. The enclosed field currently houses the Community Gardens, a compost area, and a fish smoker.

St. Frances Animal Rescue is a registered non-profit 501(c)3 organization. They are seeking to lease an area at the old ball field for the placement of a modular unit.

Animal Establishments are permitted in the OS/P District with a Conditional Use permit (WMC20.32.020(N)).

WMC 20.08.054 defines Animal establishment as:

- A. Any property wherein or whereon any person engages in the business of regularly selling, training, boarding, or breeding animals for compensation;
- B. Any property used to house or board any horse, mule, donkey, or other livestock;
- C. For animals other than livestock, fish or fowl, any property used to house more than 20 adult animals; or
- D. Any property used to house more than 10 adult fowl. [Ord. 867 § 1, 2013; Ord. 785 § 2, 2006.]

While there may not be more than 20 cats on the property, or they may not be boarding cats for sale as a business per se, the shelter facility could be classified as an Animal Establishment.

The Parks and Recreation Board recommended approval of locating the facility in the old ball field. St. Frances board members also took the request to the Wrangell Cooperative Association for consideration and support, but according to Kate Thomas, Parks and Recreation Director, the WCA board did not vote to support the relocation to this site. WCA was noticed regarding the Planning and Zoning Commission's public hearing.

Conditions of Approval for conditional use applications include:

1) Minimal impacts on adjacent neighbors from noise, traffic, appearance, yards etc.

There are currently no residential or businesses located in the immediate vicinity. The proposed location is in the fenced area of the old ball field currently used for Community Gardens and adjacent to City Park, the City cemetery and the Native cemetery. The ballfield is constructed on fill material. The facility would be an indoor facility for cats located in a modular type building. The facility occupants will be cared for by volunteers. Conditions could be placed on the permit regarding appearance and yard area to ensure annual maintenance and upkeep.

Other nearby uses include personal visits to both cemeteries, walking – including trails between City Park/City Cemetery and the Native Cemetery and Heritage Harbor, recreational uses and gardening. Cats are not noisy like dogs and noise should not be an issue for the facility.

2) *Provisions of sewer and water:* The structure is proposed to be located on eastern fence line of the ball field (first base line) because of close proximity to electricity, sewer and water requiring the least amount of ground disturbance.

3) *Entrances and off-street parking available without safety issues:* Access to the facility is the northern entrance to the City Cemetery and City Park. Parking is available for multiple cars between the ballfield and the City Cemetery.

CITY OF WRANGELL, ALASKA

CONDITIONAL USE APPLICATION

PLANNING AND ZONING COMMISSION

P. O. BOX 531

WRANGELL, ALASKA 99929

Application Fee: \$50

- I. **Applicant's Name and Address:** St. Frances Animal Rescue
 % Joan Sargent, Boardmember, Shelter Relocation Coordinator
 P. O. Box 2142
 Wrangell, Alaska 99929
- Applicant's Phone Number:** 907-874-4593
 907-305-0126
- II. **Owner's Name and Address:** City and Borough of Wrangell
 P. O. Box 531
 Wrangell, AK 99929 907-874-2381
- Owner's Phone Number:** 907-874-2381
- III. **Legal Description:**
- | Lot | Block | U.S. Survey |
|-----------------------------------|-------|-------------|
| Parcel No. 03-002-410, 03-002-410 | | |
- IV. **Zoning Classification:** OS
- V. **Specific Request:** St. Frances Animal Rescue, a registered 501(c)3 non-profit organization, would like to lease a plot of land (100'X100') within parcels 03-002-410, 03-002-410 for the placement of a modular type unit(s) that will be used as an animal shelter. The placement of the plot within the parcels will be at the discretion of Wrangell Parks and Recreation Department and Wrangell Cooperation Association Board to assure that the site does not conflict or degrade existing historic and cultural sites, current users such as the Community Garden, recreational use areas or critical wildlife habitat. The inclusion of both plots in the request is to give Wrangell Parks and Rec and the WCA board members discretion in placement of the plot. The only request of the St. Frances Animal Rescue board members is that access to city water and the sewer mains and electricity be taken into consideration. In light of that, close proximity to the old concession stand on the east side of the properties would assure minimum disturbance of the ground and minimize the cost. Attached to this document is a complete description of the St. Frances Animal Rescue Relocation Plan to date, a proposed complex and floor plan and sample agreements from a similar community (Petersburg).

VI. Site Plan shall be submitted with the application. The plan shall show existing and proposed structures, driveways, roadways, existing and proposed grading. Additional information shall be furnished upon request of the Zoning Administrator.

VII. Construction Schedule: Begin: Summer, 2021 End: Fall, 2026

SIGNATURE OF OWNER: _____ DATE: _____

SIGNATURE OF APPLICANT: Joan A Sargent DATE: 4/28/2021
Board member of Francis Animal Rescue

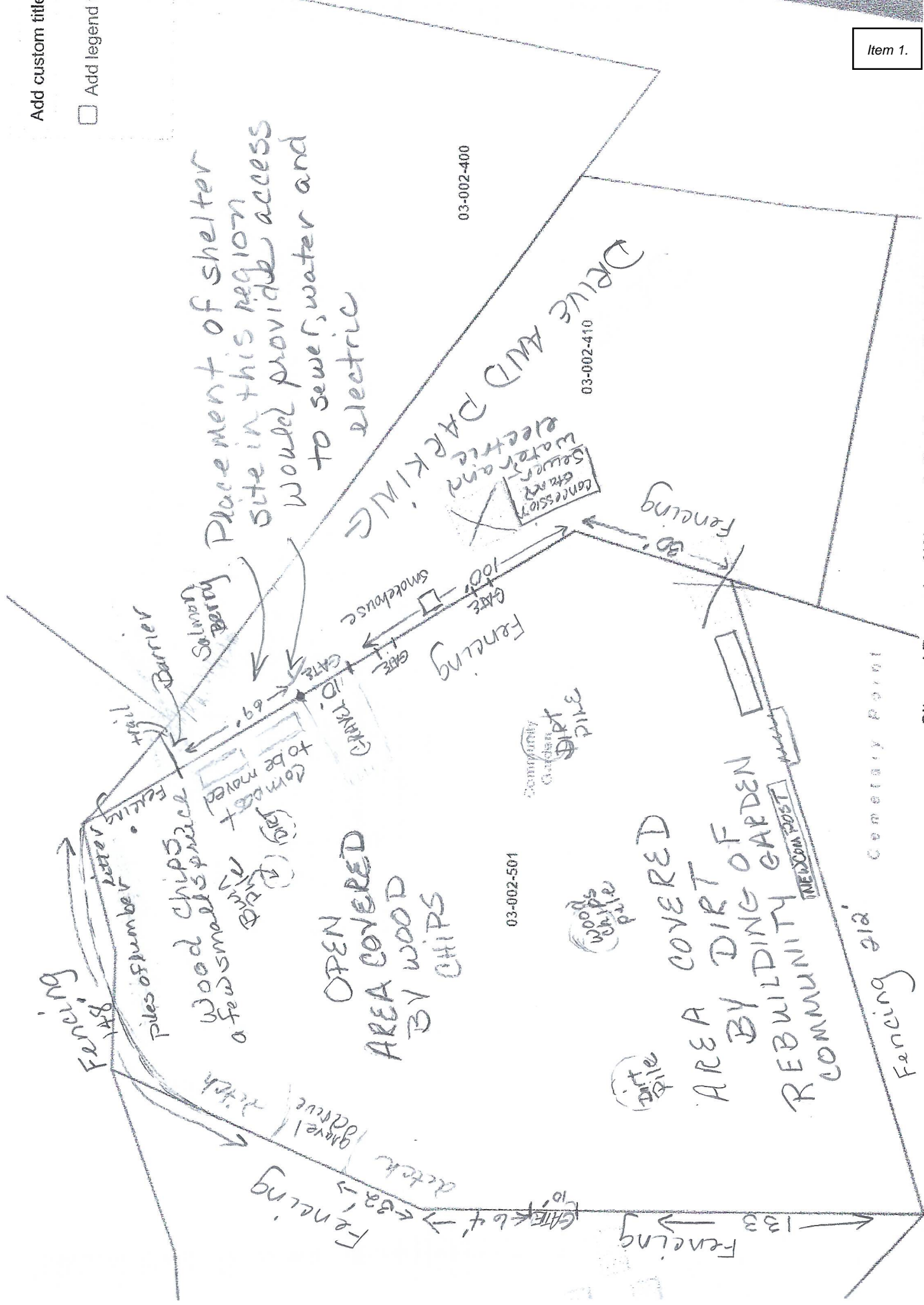
If more than one owner or if more than one parcel is involved, attach all signatures on a separate piece of paper identifying which parcels are owned by which persons.

Written authorization of the property owner must be submitted with this application if the applicant is other than the owner.

Add custom title

Add legend to

Item 1.



03-002-400

03-002-410

03-002-501

City and Borough of Wrangell, Esri Canada, Esri, HERE, Garmin, USGS, EPA, USDA,

**St. Frances Animal Rescue
Shelter Construction, Needs Assessment,
Projected Operating Procedures
Revised April, 2021**

History

As of March, 2020, the shelter that was used for St. Francis Animal Rescue was closed. It was located in the garage of a private home at 3.5 mile Zimovia Highway. It was initially closed to due to COVID-19 precautions. By June, the health of the owner deteriorated to the point that it was evident that the shelter could not continue in its current location. Board members Kelly Decker and Joan Sargent had a meeting with Lisa Von Bargen to discuss the situation and to see if the city had any structures or places that the shelter could move to. Although Lisa indicated that their 'buildings were full', the city would consider a request for land for us to place a structure on. Lisa encouraged us to do everything we could to maintain the 501(c)3 status of the corporation and to draw up a plan to present to the borough if we found borough land that would be appropriate for our needs.

Much of this document models the development of the Petersburg Humane Society Animal Shelter. The organization is also an all-volunteer 501(c)3 non-profit corporation. The initial lease agreement for land between the City of Petersburg and the board of the Petersburg Humane Society is attached in the Appendix of this document. The original resolution dated August 2, 2010 is attached in the Appendix. It was amended on July 3, 2012 to reflect a full 55-year renewable lease. Granting organizations wanted assurance that their money will not be lost through a short term, 5-year, non-renewable resolution.

Assumptions and Supporting Data

Based on animal statistics for the year 2020, the following statements are made:

- 1) The average stay for adult cats is approximately 12 weeks.
- 2) If the mandated altering of kittens prior to adoption is maintained, the average stay for kittens is 4-5 months (ideally 2 months in the shelter with mother and 3 months in foster).
- 3) The capacity for the proposed animal shelter is 6-10 adult cats. Access to a single extra-large cage for mother and kittens and a few holding cages for new and/or injured animals is necessary.
- 4) The proposed capacity of the 2nd phase dog shelter is 1-4 dogs.
- 5) The operation of the facility should cost approximately \$750/month

Description of the Development Process

- 1) Structural drawings of the cat shelter and footprint of the complex
- 2) Land selection
- 3) Borough approval and contract for lease of land
- 4) Construction cost estimate and timeline
- 5) Application for grants and fundraising

Phase 1: Construction of a Cat Shelter (2022-2023)

- 1) Cost Estimate
- 2) Timeline
- 3) Utilities
- 4) Ground prep

- 5) Procure materials for the cat shelter
- 6) Construction of the cat shelter onsite

Alternately procurement of an existing mobile structure approved by the director of Wrangell Parks and Rec and the Borough Manager will be moved onsite.

Phase 2: Construction of a dog shelter: As per Phase 1, steps 1-6, resulting in the construction of a dog shelter (2023-2026)

Needs Assessment for the Cat Shelter

The needs assessment is based on the projected operating procedures, experience from working at the 3.5-mile shelter and consultation with the Petersburg Humane Society (PHA) shelter. In 2010, the Board of Directors of the PHA initiated a plan for a permanent shelter and completed the development in 2013. It is reasonable to model their project given the size of their community and the dynamic of the cat population (controlled feral population, high capacity of pet ownership, etc.). Items such as security systems have been added to this list in light of the fact that there will not be a caretaker living onsite.

The following list presents the 'wish list' for the new shelter:

- 1) A plot of land approximately 100'X100' with proximity to water, sewer and electricity and year-round two-wheel drive access for volunteers, teens to seniors.
- 2) A trailered park model type structure with an area of approximately 400-500 square feet that is easily cleanable and reasonably 'cat proof'
- 3) Dehumidifier
- 4) Heat pump
- 5) Quick recovery 10-15 gallon hot water heater
- 6) Security System including cameras, alarm and lighting
- 7) Desk for reception
- 8) File cabinet
- 9) Telephone
- 10) Bathroom with one toilet
- 11) Industrial sink
- 12) Clothes washer and dryer
- 13) Storage space for animal bedding, cat litter, litter pans, food, office supplies and cleaning supplies
- 14) Comfy chair/cot for overnight
- 15) Small refrigerator
- 16) Minimum of 2 areas that can be (flexibly) cordoned off for cats
- 17) Area for one "recovery" cage (4'x2')
- 18) Area for mother and kitten cage
- 19) Non-fabric cat trees, play items

Draft construction plans for the proposed cat shelter are attached in the appendix. Note that this plan is based on a "Park Model" unit which is essentially built on a trailer.

Projected Operating Procedures for the Cat Shelter

Staffing Frequency: The shelter will be staffed on a daily basis when cats or dogs are in residence. Cleaning of living areas, feeding, grooming and comfort care will occur at least once a day. A shift will be approximately 1 hour, relative to the number of cats in temporary residence. If a cat is in need of 24-hour care, a volunteer may stay at the shelter for the entire time or the animal may be placed in foster care. Those decisions will be based on assuring the safety of the animal, other animals in the shelter and other animals in foster homes.

Staff/Staff Training: All new volunteers must fill out an application that includes references and they must sign a release of liability form that includes a description of the limitations of our liability insurance before beginning training for the management of cats and cleaning of the shelter. New volunteers will be mentored in a minimum of 4 working visits. A minimum of 3 experienced volunteers will be available through the year to set up volunteer schedules and provide mentoring for new volunteers.

Daily Records/Logs: Check lists of duties to be completed will be maintained and a log of special concerns will be kept on a daily basis. The board of St. Frances will review the procedures, daily records and logs to assess that tasks are being completed and address policy issues on a quarterly basis.

Safety/Containment for Cats: All cats surrendered to the shelter will immediately receive flea and tick medication. New cats will be sequestered until they can be vaccinated and evaluated for temperament. Cats that are friendly with other cats will live in a common area. The shelter may include access to a secure outdoor screened area (see picture-Petersburg Animal Shelter entrance and screened area for cats). However, animals will only have access to the outdoor screened area when a volunteer is present. At no time will cats be free to roam outside the confinement of the shelter or screened area.

In long-term anticipation of the addition of a dog shelter, the attached diagram of the complex shows that dog runs would be sequestered and enclosed between the two park model units. If temperament allows, leashed dogs would be walked on approved areas.

Lease Agreement Commitments/Considerations

- 1) St. Frances Animal Rescue will attain and maintain a liability insurance policy. Petersburg-Wrangell Insurance is currently carrying the Petersburg Humane Society. The comprehensive general liability insurance policy includes \$1,000,000 per occurrence and \$2,000,000 per aggregate occurrence. The City and Borough of Wrangell would be listed as additionally insured.
- 2) St. Frances Animal Rescue would be responsible for all ground preparation.
- 3) Except for hookup fees to existing water, sewer and electrical service, St. Frances Animal Rescue will be responsible for the cost of all utilities through the term of the lease.
- 4) The placement of the facility will be at the discretion of Wrangell Parks and Rec and WCA. Access to the city water and the sewer main will be a consideration in the placement.
- 5) St. Frances Animal Rescue will comply with all laws, rules and regulations that apply to the leased premises and the areas in and around the City of Wrangell.
- 6) St. Frances Animal Rescue will comply with the city and borough animal codes.
- 7) The physical structure will meet all City of Wrangell building codes.
- 8) St. Frances Animal Rescue will assure that authorized representatives of the city may enter the leased land and building to inspect the land and premises.

- 9) Visitors and volunteers may not allow animals on the cemetery or burial grounds at any time. The rescue must post borough approved signs if necessary.
- 10) Should St. Frances Animal Rescue terminate the lease, the non-profit will remove all improvements at their own expense.

St. Frances Animal Rescue Land Assessment

Over the past 10 months, St. Frances Animal Rescue volunteers have canvassed properties in the Borough/City of Wrangell in terms of availability and appropriateness for a new shelter. The properties were evaluated in terms of access to water, sewer, and electric, quality of the subsurface, ease of placement of a structure, access and safety for volunteers, safety for resident animals, parking, winter road maintenance, external noise control, proximity to subdivisions and private housing and the possibility of an associated dog park. A rating of each characteristic ranged from poor to fair to good to excellent. The following properties were identified and are listed in order of their appropriateness.

Lyon's Park Ballpark

This property received an overall rating of good. The property has excellent access to water, sewer and electric. The concession stand on the property is plumbed with both sewer and water and an electrical pole is in close proximity. The subsurface will have to be further assessed for suitability for a park model unit as this property is filled with boulders, stumps, etc. Subsidence may be a problem. Access is excellent and a park model unit could easily be placed on the property. This site also has easy access for volunteers, is close to town, has adequate parking and would be a safe place for volunteers coming and going. Because the property is not near homes, a barking dog would be less likely to be a nuisance. There is a concern about external noise control due to the proximity to the city park where celebrations may involve fireworks, etc.

Hospital Southeast Parking Lot

This property also received an overall rating of good. There is ready access to water, sewer and electric. The subsurface appears to good fill and there is easy access for the placement of a mobile unit. Access for volunteers is excellent and safe. Parking is readily available and road maintenance consistent. Property use around this site did not appear to be a concern when considering animal safety. However, the caveat of this property is the question of its future use. Should the existing structure on the property be torn down or construction occur, it could be a stressor for the resident animals. Other concerns are its proximity to the school and housing should the shelter house a barking dog. This site does not currently have room for a dog park but has access for walking resident dogs.

Schumacher Harbor Parking Lot

This property received an overall rating of good to fair. Once again, there is ready access to water, sewer and electric. The subsurface is excellent, easy access to parking and to the placement of a park model unit. Although the site is quite safe for volunteers, access for volunteers is fair because of the distance from town. The site is fairly safe for animals but its proximity to the boat harbor and the park may result in stress due to noise disturbances. Although this site does not have space available for a dog park, easy access to the bike path and park provides a great place for volunteers to walk resident dogs.

Parking area south of covered basketball court

This property received an overall rating of fair to poor. Although the site has excellent subsurface, easy access, safe for volunteers and the placement of a structure, the access to water, sewer and electrical appears to be limited. The primary problem with this site is that this is a busy and it is a highly utilized site. The basketball court has been used a lot this spring. The parking lot is currently split up to provide a safe place for sledding off the hill and the assure parking for those utilizing volunteer park.

Schumacher Bay dog shelter

Although the city has invested a lot of money in the facility, it is the least favorable site evaluated. Currently there is no access to water and no sewer. There appears to be power supplied to the earthquake monitor on site. The ground preparation is adequate but access to the area where a could structure could be placed is very limited. There is no parking and just turning around is hazardous. The access road under winter conditions is 4-wheel drive. Two years ago, Delores Klinke was told she could no longer have a shelter/feeding site at this location due to bear activity. Due to the lack of public visibility of this sight, it isn't safe for volunteers or resident animals. Finally, significant work would be necessary to assure phone access at this sight.

Other locations considered:

Private property – The private properties considered were located in subdivisions or very close to housing. Although this would be acceptable for a cat shelter, if we were to expand to taking dogs, it is highly possible there would be barking complaints. One of our board members is a dispatcher for the police department and indicated that this is a regular call out for officers. Realistically, unless the owner of a selected piece of private property was willing to donate the property to the non-profit, purchasing a piece of property would delay this project at least 2 to 3 years.

The Armory – Not available. Going up for sale.

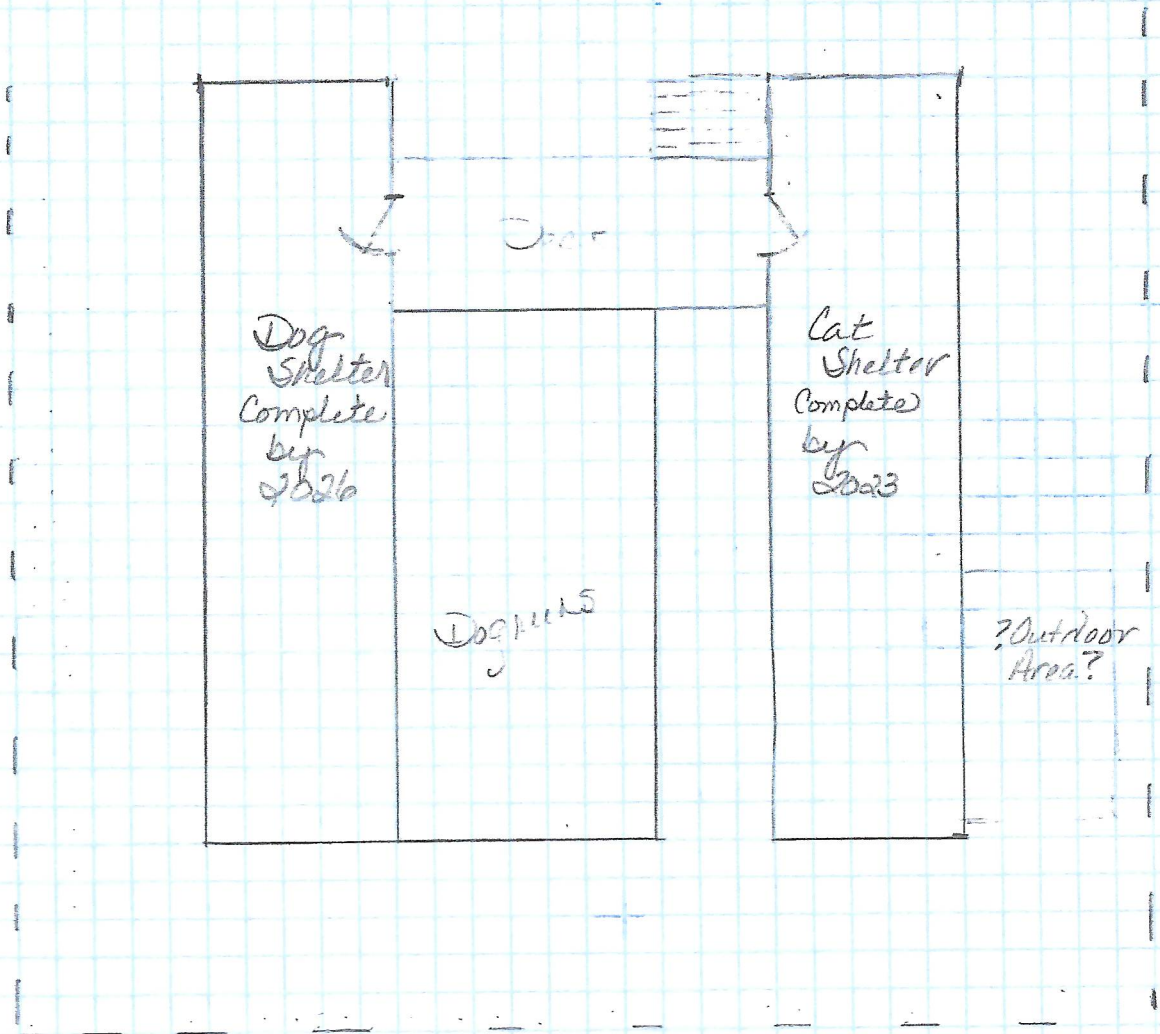
The industrial district – Further discussions with the city are needed to assess properties available.

APPENDIX

St. Frances Animal Rescue Proposed Complex

Item 1.

1 sq = 2 ft



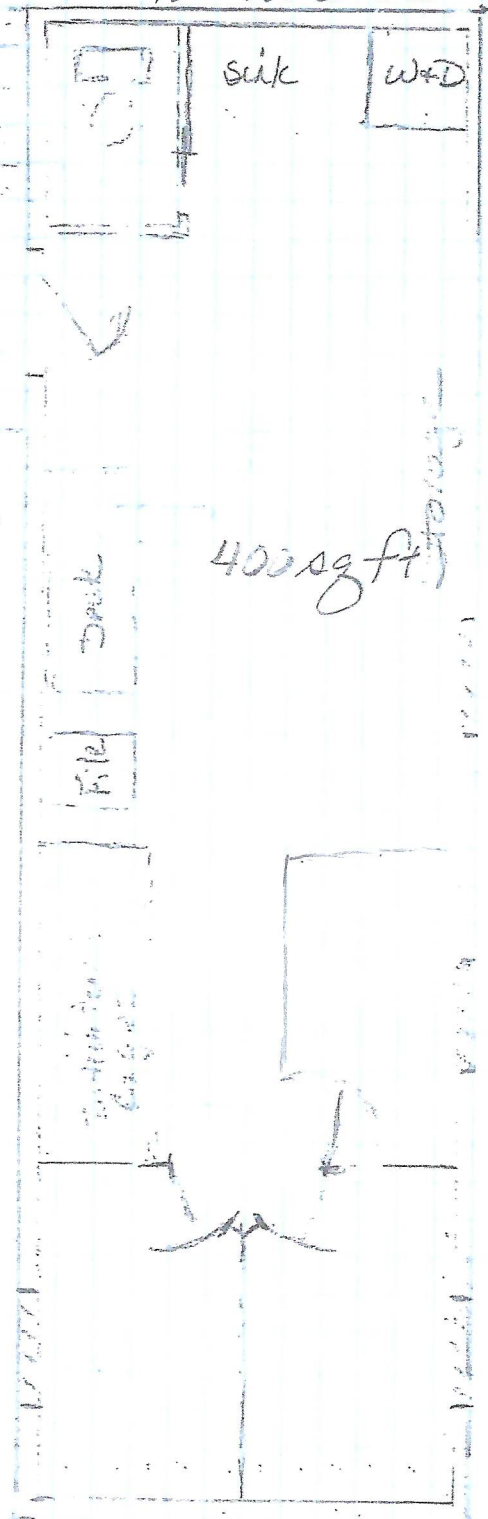
Minimum footprint 100' x 100'

Proposed Cat Shelter

10'-12' wide

Modifiable structure

- Stackable washer/dryer
- Industrial sink
- Hot water pump
- Restroom
- Filing cabinet
- Desk
- Comfy chair
- Storage shelves
- Food Bedding
litter
- Small refrigerator



400 sq ft

70' long

6" exterior walls

Examples of Structures and Floor Plans

The following are examples of trailered park model units would be approximately the same size as the proposed structure. In preparation of applying for grants, cost estimates for these types of structures are being pursued.

This unit was shipped from Seattle to Ketchikan around the first of the March, 2021. The unit is 14'X 40'.



This structure is located in the northeast corner of the industrial park in Wrangell. The unit is 15' X 40'. The proposed structure would not have the elevated ceiling and loft.



Pictured below is the east side of the Petersburg Humane Society Shelter. The framing on the entrance side of the building is a screened outdoor area for cats.



RESOLUTION 1939

A RESOLUTION or iNTENT TO LEASE LAND TO THE PETERSBURG HUMANE
ASSOCIATION
FOR USE AS A COMMUNITY ANIMAL SHELTER AND DOG PARK

WHEREAS, the Petersburg Humane Association has made application to the City for a long term lease of property located at the old Tent City area for use as a community animal shelter and dog park; and

WHEREAS, all work performed by the Humane Association is by volunteer labor and donations, and

WHEREAS* securing a long term lease, with minimal or no annual rent payment is required to construct maintain and operate the community animal shelter and dog park; and

WHEREAS, the lease application, after review from the Parks and Recreation Advisory Board; Utility Advisory Board and Public Safety Advisory Board, was further reviewed by the City's Planning Commission and it has been determined that the land being sought for lease is zoned properly for the intended use and the Planning Commission and Advisory Boards support the lease application,

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PETERSBURG:

1. It is in the City's interest to lease up to 3 acres oftent city land (legal description pending survey) to the Petersburg Humane Association for less than the full and Eue value of the land for the construction, development, operation and maintenance of a community animal shelter and dog park; and

2. The proposed use of the land is a beneficial use in terms of highest and best use ofthe land and the lease shall be exempt from the public auction process.

3, The land will be leased to the Petersburg Humane Association at the rate of \$1.00 per year for the first five years of a standard long term lease agreement,

4, The City will participate in the-project by:

- a) Waiving the utility hookups fees for water, sewer and electricity;
- b) Providing snow removal services from the drive area of the property only (and only as time and manpower permits); and
- c) Allow the Association salvage options and disposal of demolition at the ci»'s land fill, free ofcharge.

5. -The-Association will:

- a) Make all necessary repairs, upgrades and improvements to the property so it can be used fot the intended purpose;
- b) Develop the property in accordance with all applicable state and local laws;
- c) Maintain the property in a clean and sanitary manner in accordance with all applicable laws
- d) Staff and operate the facility
- e) Provide public liability insurance coverage

RESOLVED FURTHER, City staff is directed to prepare and bring back to the City Council for final consideration a lease agreement that addresses all other lease and development concerns.

Passed and Approved by Roll Call Vote by the City Council of the City of Petersburg, Alaska on August 2010.



Record in the Petersburg Recording District

LAND LEASE

THIS AGREEMENT is made on the date last below signed between the City of Petersburg, a municipal corporation organized and existing under the laws of the State of Alaska, whose mailing address is P. O. Box 329, Petersburg, Alaska 99833, hereinafter referred to as the "Lessor" or "City", and the Petersburg Humane Association, a non-profit organization organized and existing under the laws of the State of Alaska, whose mailing address is PO Box 1417 Petersburg, Alaska 99833, hereinafter referred to as the "Lessee."

RECITALS

WHEREAS, the real property subject to this lease lies within the boundaries of the City of Petersburg, Alaska, First Judicial District, Petersburg Recording District; and

WHEREAS, Lessor holds title to the real property; and

WHEREAS, the real property subject to this lease was examined by the City's Assessor on August 18, 2010 and the Assessor has determined that the assessed value for the three acre lease parcel is \$120,000 (One Hundred Twenty Thousand Dollars & 00/100); and

WHEREAS, on August 2, 2010, the City Council passed Resolution #1939 determining this particular tract of land is not required for municipal purposes; shall be exempt from public auction and leased for a period of five years for the construction, development, operation and maintenance of a community animal shelter and dog park; and

WHEREAS, on July 16, 2012, the City Council passed Resolution #2015 extending the terms of the original lease to 55 years to accommodate and encourage the Humane Association's continued improvements, maintenance and operation of the animal shelter well into the future, and

WHEREAS, the Petersburg Humane Association is a non-profit-entity as defined by the Petersburg Municipal Code, and

WHEREAS, this lease contains restrictions and reservations as are necessary to protect the public interest.

NOW THEREFORE, in consideration of the mutual covenants and conditions of this lease the parties agree as follows:

The Original Lease entered into between the parties on September 1, 2010 is hereby mutually dissolved and in its place the following new lease shall be effective.

Item 1.

ARTICLE 1 - Description of Premises

Section 1. Description. Lessor hereby leases to Lessee the "premises," designated as a Three Acre Portion of Government Lot 14, Section 35, CRM (as fully described in Attachment A, which is made part of this land lease) in the City of Petersburg, Alaska.

ARTICLE 2 -Term of Lease

Section 2.1 Term. The term of this lease shall extend for a period of Fifty-five (55) years, commencing on July 16, 2012 and ending at midnight on July 15, 2067.

Section 2.2 Renewal. This lease may be renewed or amended on new terms and conditions upon written mutual consent by the Lessee and Lessor.

ARTICLE 3-Rent

Section 3. Rent. Lessee shall pay to Lessor rent for the premises at the annual rate of \$1.00 (One Dollar and 00/100) per year.

ARTICLE 4 -Use of Premises

Section 4.1 Use of Premises. The premises are to be used only for the development, construction, operation and maintenance of a community animal shelter and dog park.

Section 4.2: Compliance with Law. Lessee shall comply with all, laws, regulations and rules that apply to the leased premises.

Section 4.3: Uses Prohibited. Lessee shall not use, or permit the premises, or any part of it, to be used for any purpose other than the purpose for which the premises is leased. No use shall be allowed which may be considered hazardous on account of fire or otherwise. Lessee shall not allow any nuisance to occur or remain on the premises and shall not use or occupy the premises for any unlawful purpose. Any use not authorized by this lease shall be a trespass against the Lessor.

Section 4.4: Utilities. Except for hookup fees to re-establish existing water, sewer and electrical service to the parcel, the Lessee shall fully and promptly pay all costs associated with public services built, installed and used by Lessee, for example, power and any other utilities of any kind furnished to the premises throughout the term of this lease, and all other similar costs and expenses of any kind, arising from the use, operation and maintenance of the premises and all activities conducted on the premises.



2 of 13

2012-000685-0

2

13

2012-000685-0

Section 4.5: Location of Improvements. Lessee shall be responsible for properly locating improvements on the leased land. Utilization or development for other than allowed uses shall be a violation of this lease and subject to lease cancellation.

Item 1.

ARTICLE 5 — Improvements

Section 5.1: Required Improvements. Prior to the expiration of this original lease, the construction of a new building or reconstruction of existing structures sufficient in size to meet the operating needs of the Humane Association is required as a condition of this lease. Any improvements made by the Lessee shall comply with all laws, rules and regulations that apply to the leased premises.

Section 5.2: Proper Placement of Improvements. Lessee shall be responsible for locating improvements on the leased land so as to avoid any encroachment on other lands of the Lessor or on lands owned or leased by another.

Section 5.3: Maintenance of Improvements. Lessee shall, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all improvements, in good, neat, clean and sanitary order, condition and repair. Lessor shall not be obligated to make any repairs or replacements of any kind, nature or description to the premises or to any improvements on the premises.

Section 5.4: Damage to and Destruction of Improvements. The damage, destruction, or partial destruction of any improvement on the premises shall not release Lessee from any obligation of this lease, except as expressly provided. In the event the improvements on the premises are destroyed to such an extent as to be rendered untenable by fire, storm, earthquake, or other casualty, Lessee may elect to terminate this lease by providing Lessor with written notice within thirty (30) days of the destruction of the improvements. Should Lessee elect to terminate this lease, the termination shall be effective thirty (30) days after notice. The improvements and/or personal property located on the premises and owned by Lessee may, within sixty (60) calendar days after termination of this lease, be removed by the Lessee at the Lessee's expense, provided the City may extend the time for removing improvements in cases where hardship is proven. If any improvements and/or personal property are not removed within the time allowed, the improvements and/or personal property shall either remain the property and responsibility of Lessee or shall revert to, and absolute title shall vest in, Lessor, at the election of Lessor. Should Lessor elect to treat said improvements and/or personal property as continuing within the ownership and control of Lessee, said improvements may be removed at the expense of Lessee and under the direction of Lessor after reasonable notice from Lessor to Lessee. Should Lessor elect that said improvements and/or personal property revert to Lessor; Lessor shall provide reasonable notice to Lessee of said election.

Section 5.5: Repair of Premises. If Lessee should elect to remove any improvements and/or personal property from the premises upon termination of this lease, Lessee shall, at their own expense, repair any injury to the premises resulting from such removal.

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ARTICLE 6 -Encumbrances

3 of 15
2012-000685-0

Section 6.1: Lessee(s) to Keep Premises Free of Liens. Lessee shall keep the premises and all improvements free and clear of any and all mechanics, materialmen's and other liens arising out of or in connection with work or labor done, services performed, or repairs or additions which Lessee may make or permit to be made, or any work or construction, permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee. Lessee agrees, at all times, to promptly and fully pay and discharge any and all claims on which any lien may or could be based. By this provision the parties do not in any way recognize or acknowledge the authority or right of any person to impose any such lien.

Section 6.2: Contesting Liens. If Lessee desires to contest any lien, Lessee shall notify Lessor of intention to do so within fifteen (15) days after the filing of a lien and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any liens and any cost, liability or damage arising out of a contest.

Section 6.3: Encumbrance of Lessee's Leasehold Interest. Lessee may encumber Lessee's leasehold interest in premises, together with any improvements of Lessee for the purpose of obtaining a construction loan. Any such encumbrance, or a foreclosure or other conveyance arising from such encumbrance, shall not relieve Lessee from its lease liability.

Section 6.4: Right to Notice to Mortgagee or Lienholder. If Lessee shall encumber its leasehold interest in the premises, and in the event of cancellation or forfeiture of this lease for cause, the holder of a properly recorded mortgage of the improvements on the land shall be given a duplicate copy of any notice of default in the same manner as notices given to Lessee, provided however that such mortgagee has given the City Clerk written notice of the mortgage. The mortgagee may, at its option, at any time before the rights of Lessee shall be terminated, do any act or thing that may be necessary and proper in the observance of the covenants and conditions of this lease or to prevent the termination of this lease. All things so done and performed shall be as effective to prevent a termination of the rights of Lessee hereunder as the same would have been if done and performed by Lessee.

ARTICLE 7 - Reservation of Rights

Section 7.1: Mineral Reservations. All oils, gases, coal, ores, minerals, fissionable material and fossils which may be in or upon the leased land are reserved by the city and shall not be removed from the land.

Section 7.2: Surface Reservations. Timber, stone, gravel, peat moss, topsoil or any other materials valuable for building or commercial purposes are reserved by the city and shall not be removed from the land. The lessee may use material required for the development of the leasehold if such use is first approved by the city.



Section 7.3: Lessor's Right of Entry. Lessee shall allow authorized representatives of the city to enter the lease land at any reasonable time for the purpose of inspecting the land and improvements.

ARTICLE 8 - Assignment and Subletting

Item 1.

Section 8.1: Assignment. Lessee may not assign this lease. However, the council may, in its discretion, approve an assignment made solely as security for a loan, whereby the lender/assignee shall not be liable for the obligations of the Lessee unless the lender/assignee is or becomes in possession of the leased property. Lessee shall not transfer, convey or otherwise dispose of this lease or the rights of this lease.

Section 8.2: Subletting. Lessee may not sublease the premises.

ARTICLE 9 - Warranties

Section 9.1: Title and Quiet Possession. Lessor covenants that Lessor is seized of the premises in fee simple and that Lessee shall have quiet and peaceable possession of the premises during the term of the lease. Prior to entering into this lease, if Lessee so requests, Lessor shall provide, at Lessee's expense, title evidence sufficient to satisfy Lessee that Lessor has title to the land and can guarantee Lessee's peaceable possession.

Section 9.2: Authority of Agents. Each party to this agreement warrants that the individual signing this lease has written authority to enter into this agreement from the parties sought to be bound.

ARTICLE 10 -Insurance

Section 10.1: Insurance. Lessee shall, for any claims that may occur or be made during the initial and any extended term of this lease, at its own expense, keep in force by advance payment of premiums, the following-described insurance for protection against the claims of employees or other persons, insuring both Lessee and Lessor against any liability that may accrue against them or either of them arising from or in any way connected with the acts or omissions of Lessee, its agents or other representatives under this Lease:

- (a) Should any individual be employed in connection with this lease or the use of the premises, insurance in at least the required statutory amounts covering claims under workers' compensation benefits and other similar employee benefit act; and
- (b) Comprehensive general liability insurance covering bodily injury, death and property damage with a combined single limit of not less than \$1,000,000, which insurance shall include coverage for hazards and contractual liability.



5 of 13
2012-000685-0

5

Section 10.2: Insurance Certificate. The insurance shall be placed with an insurance carrier or carriers satisfactory to Lessor and shall not be subject to cancellation or any material change except after thirty (30) days written notice to Lessor. Lessor shall be specifically named as an additional insured on policies required by Section 10.1, Paragraph (b), above. A certificate of insurance reflecting full compliance with these requirements shall, at all times during this lease, be kept on deposit at the general offices of Lessor. If Lessee fails to comply with these insurance requirements, Lessor may terminate this agreement on ten (10) days written notice to Lessee, or may, but shall not have any duty to, obtain and pay for such insurance and keep the same in force and effect, and Lessee shall pay Lessor on demand for the premium costs.

Section 10.3: Maintenance of Coverage. All public liability, property damage, and other casualty policies shall be written as primary policies; they shall not be contributing with, or in excess of, any insurance coverage that Lessor may otherwise carry. In order to maintain the same level of coverage that will exist at the commencement of this lease, the amounts and types of coverage called for shall be subject to review and, if appropriate, the insurance requirement shall be increased or extended at the request of Lessor to provide the amounts and types of coverage that are at least equal to the amounts and types of coverage then carried by prudent owners of similar property. The insurance required by this Agreement shall cover all claims arising from or in any way connected with the acts or omissions of Lessee under this Agreement, whether or not such claim is asserted during the term of this Agreement or the applicable insurance policy and even though judicial proceedings may not be commenced until after the expiration of this Agreement or the applicable insurance policy. On policies as to which the City is an additional insured, all coverages must apply to claims between insureds on the policy. Lessee shall maintain insurance written on an occurrence basis so that any loss does not deplete the policy limit; Lessee shall maintain insurance policies so that at least the above-described available amounts of insurance shall be in effect throughout the time during which the insurance is required under this Agreement, even if successful claims are asserted against any policies during their term.

ARTICLE 11 - Default and Remedies

Section 11.1: Default/Breach. Each of the following shall be deemed a default by Lessee and a breach of this lease:

- (a) Lessee shall fail to comply with any term, provision or covenant of this lease.
- (b) Lessee shall desert or vacate or shall commence to desert or vacate the premises or any substantial portion of the premises or shall remove or attempt to remove, without the prior, written consent of Lessor, all or a substantial portion of Lessee's improvements on the premises.

Section 11.2: Default Remedies. If Lessee defaults in performance or observance of any of the lease terms, covenants or stipulations, or the terms of any ordinances of the City Code the city shall take action as necessary to protect the rights and interests of the



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city. Lessee shall have thirty days following written notice to cure default. Lessee may not remove, nor allow any person to remove, any improvement during any time the Lessee is in default.

Section 11.3: Rights upon Default after Notice. After notice has been given and the default remains uncorrected, Lessor, in addition to any rights and remedies that Lessor may otherwise be given by statute, common law or otherwise, may:

- (a) Immediately re-enter and resume possession of the land and remove all persons and property without liability for damages. Re-entry by the city shall not be deemed an acceptance of a surrender of the lease;
- (b) Declare the lease canceled;
- (c) Re-let the premises in whole or in part for any period equal to or greater or less than the remainder of the original term of this lease, for any sum which may be reasonable;
- (d) Recover from Lessee the following items of damage:
 - (1) Actual attorney's fees and other expenses reasonably incurred by reason of the breach or default by Lessee,
 - (2) The cost of performing any covenant on the Lessees' part to be performed,
 - (3) Interest at the maximum allowable rate on all amounts owing to Lessor from the date due until payment thereof in full, and
 - (4) Obtain specific performance of this lease.

Section 1 1.4: Remedies Cumulative. The remedies of Lessor hereunder shall be deemed cumulative and not exclusive of each other.

ARTICLE 12 - Termination and Holding Over

Section 12.1: Redelivery of Premises.

If the Lessee can not perform the requirements of this lease, at the expiration of the lease, or sooner termination of this lease, the Lessee shall peaceably and quietly quit and surrender to Lessor the premises in as good a state and condition as the premises were at the commencement of the lease.

Section 12.2: Cancellation by Agreement Due to Unlawful Purpose. This lease may be canceled in whole or in part, at any time, upon mutual written agreement by Lessee and the City, or by the City acting alone if the premise is used for any unlawful purpose.

Section 12.3: Reentry by Lessor. In the event the lease is terminated, or in the event that the premises, or any part thereof, are abandoned by Lessee during the term of this lease,

Lessor or its agents may immediately, or any time thereafter, re-enter and resume possession of the land and remove all persons and property without liability for



7

damages. Re-entry by the city shall not be deemed an acceptance of a surrender of the lease.

Section 12.4: Disposal upon Termination. In the event that this lease is terminated, the City may offer the premises for lease or other appropriate disposal pursuant to the provisions of the City Code.

Section 12.5: Holding Over. Lessee shall acquire no additional rights to, or interest in, the premises by holding-over after termination of this lease, and shall be subject to legal action by Lessor to require the surrender of the premises. All terms of this Agreement shall apply during the hold-over period.

ARTICLE 13 - General Provisions

Section 13.1: Notices. Any notice or demand, which under the terms of this lease or under any statute or City Code provision must be given or made by the parties, it shall be in writing and shall be given or made addressed to the other party at the address of record, as follows:

(a) The Lessor:

City of Petersburg
Attention: City Manager
P. O. Box 329
Petersburg, Alaska 99833

(b) The Lessee(s):

Petersburg Humane Association
ATN: Secretary
PO Box 1417
Petersburg, AK 99833

Either party may designate in writing another address to which notice or demand shall be given.

Section 13.2: Inspection of Premises. Lessee acknowledges that it has been given unlimited opportunity to inspect the premises and accept said premises as is, in their present condition.

Section 13.3: Non-Waiver. Receipt of rent by the city with knowledge of any breach of lease or of any default in observance or performance of any of the conditions or covenants

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of this lease shall not be deemed a waiver of any provision of this lease. Failure on the part of the city to enforce any covenant or provision contained within this lease or waiver of any right by the city unless in writing, shall not discharge or invalidate

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lease covenants or provisions or affect the right of the city to enforce the same in the event of any subsequent breach or default.

Section 13.4: Responsibility/Indemnification. Lessee agrees to assume full control and responsibility for all activities connected with this lease. Lessee shall indemnify, defend and save harmless Lessor from and against any and all losses, damages, liabilities, expenses, claims and demands of, direct or indirect, arising out of or in any way connected with this lease.

Section 13.5: Integration. This lease sets forth all the covenants, terms, conditions and understandings between the parties, and there shall be no covenants, terms, conditions or understandings, either oral or written, other than as contained in this lease.

Section 13.6: Modification. This lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

Section 13.7: Recording of Lease. Lessor shall record this lease as soon as possible after its execution by both parties. Directly after recording this lease, Lessor shall provide Lessee with a copy of the lease stamped by the Recorder's Office showing the date and time of recording.

Section 13.8: Attorney's Fees. If litigation by either party must be instituted to recover any payment due under this lease, or on account of any breach of this lease, or to recover possession of the leased premises, the prevailing party shall be entitled to recover its actual attorney's fees and all costs and expenses reasonably incurred by it in connection with such action and on any appeal therefrom.

Section 13.9: Severability of Terms. The invalidity or unenforceability of any provisions of this agreement shall not affect or impair any other provisions.

Section 13.10: Binding Effect. The terms, provisions and covenants contained in this lease shall apply to, and bind the parties and their respective successors, except as otherwise herein expressly provided.

Section 13.11: Effect of Headings. The captions, section headings and numbers, and article headings and numbers in this lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the sections or articles of this agreement, nor in any way affect the agreement.

Section 13.12: Time of the Essence. Time is of the essence in all provisions of this lease.





11 of 13
2012-000685-0

Attachment, Exhibit A

Legal Description of Lease Parcel

All that certain parcel or piece of land being a portion of the NE 1/4, SW 1/4, NE 1/4 of Section 35, Township 58 South, Range 79 East, Copper River Meridian, Petersburg Recording District, which can be more particularly described as follows:

Beginning at the southwest corner of said NE 1/4, SW 1/4, NE 1/4, a point on the east boundary of the Petersburg Airport Reserve, thence;

Northerly along said east boundary of the Petersburg Airport Reserve and the west boundary of said NE 1/4, SW 1/4, NE 1/4 for a distance of 390.00 feet, to a point, thence;

Easterly along a line parallel to the south boundary of said NE 1/4, SW 1/4, NE 1/4 for a distance of 335.00 feet to a point, thence;

Southerly along a line parallel to the west boundary of said NE 1/4, SW 1/4, NE 1/4 for a distance of 390.00 feet, to a point on the south boundary of said NE 1/4, SW 1/4, NE 1/4, thence;

Westerly along said south boundary for a distance of 335.00 feet, to the Point of Beginning. Said parcel or piece of land containing 3.00 acres.

IN WITNESS, the City of Petersburg, Alaska as Lessor, acting through its duly authorized City Manager, and the duly authorized Petersburg Humane Association representa ve, as Lessee, having authority to execute this lease, have set their respective hands, agreeing to keep, observe and perform all the terms, conditions and provisions contained in this lease.

lay of July, 2012

LESSOR:
CITY OF PETERSBURG
By: [Signature]

Stephen Giesbrecht

DATED this X)

ATTEST:
[Signature]

Its: City Manager

Ka YO'R , City Clerk

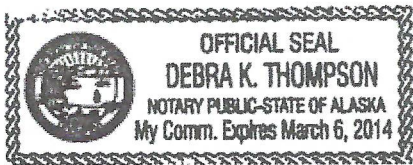
STATE OF ALASKA

FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ofbefore the undersigned, a Notary Public in and for the State of Alas , duly commissioned and sworn, personally appeared Stephen Giesbrecht and Kathy O'Rear to me known to be the City Manager and City Clerk of the City of Petersburg respectively, who executed the above and foregoing instrument, and acknowledged to me said instrument to be the free and voluntary act and deed of the city for the uses and purposes mentioned, and on oath stated they are authorized to execute said instrument and that the seal affixed is the corporate seal of the city.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

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NOTARY PUBLIC for the



My Commission Expires:

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DATED THIS 27th day of _____ 11-1

LESSEE:

PETERSBURG HUMANE ASSOCIATION
By: Merrily G. Jones
Merrily G. Jones
President

PETERBU

By:

Its:

STATE OF ALASKA

)ss.

FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 27th day of November 2011 before me, the undersigned, a notary public of Alaska, duly commissioned and sworn, personally appeared to me Merrily G. Jones of the State of Alaska, known and known to me to be the person whose name is subscribed to the foregoing instrument, and after being first sworn according to law acknowledged to me under oath that she is the officer of the Petersburg Humane Association an organization organized under the laws of the State of Alaska, that she has been authorized by said board of directors to execute the foregoing instrument on its behalf and she executed the same freely and voluntarily as the free act and deed of said organization.

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



Kathy O'Rear
NOTARY PUBLIC for the State of Alaska
My Commission Expires: 9-15-2012

Return to: Kathy O'Rear, City Clerk
City of Petersburg
PO Box 329
Petersburg, Alaska 99833



1 inch = 212.210341 feet
 Date: 5/10/2021

Public Map



**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.
 PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.**

City and Borough of Wrangell

Agenda Item G2

Date: May 7, 2021

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Variance permit request for a variance to the height requirement on Lot BB, Good/Edgley Subdivision (Plat No. 2018-4), zoned Single Family Residential, owned and requested by Jeff and Christina Good.

Background: The applicants are preparing to build a permanent residence on the above described lot.

Review Criteria:

Single Family Residential: Chapter 20.16

Standards: Chapter 20.52

Variance Permits: Chapter 20.72

Recommendation: Staff recommends approval of the height request.

Recommended Motion: Move to approve findings of fact and the Variance requests for a two (2) foot variance to the height requirement.

Findings of Fact:

The applicant is preparing to build a permanent residence on the above described lot.

The lot is 14,345 square feet with Third Street and First Avenue abutting the front and back property lines. Standard setback requirements for the Single Family Residential District is 5 foot for side yards and 20 foot for front and back yards.

Per WMC 20.52.080, height of structures in the Single Family District should not exceed 25 feet. The applicant is proposing a maximum height of 27' from grade (26.7'). Lower edge of roof line is at 20 feet and windows at 16 feet to allow access by firefighters. Fire Chief Tim Bunes has included a letter acknowledging his acceptance of the height variance.

A Variance application must meet four criteria (WMC 20.72.050).

1. **Exceptional Physical Circumstances:** The lot is sloped from Third Street up to First Avenue. However a rock pad was installed to provide a single grade for the house, although one entrance is at a higher grade than the others.

2. **Strict application would result in practical difficulties or unnecessary hardships:** Strict application would require a flat roof in order to keep adequate crawl space below and between floors. The roof pitch has been reduced to minimize the variance need.
3. **That the granting of the variance will not result in prejudice to others, or be detrimental to public health, safety or welfare:** The granting of the variance will not prejudice others in the area with similar construction. The variance request is consistent with other structures nearby.
4. **Granting of the variance is not contrary to the comp plan for single family residential development.**

APPLICATION FOR VARIANCE

CITY OF WRANGELL
PLANNING AND ZONING
P.O. BOX 531
WRANGELL, AK 99929
Application Fee \$50.00

RECEIVED
APR 30 2021
WRANGELL CITY HALL

I. The undersigned hereby applies to the City of Wrangell for a variance.

II. Description: (use additional paper if necessary)

Legal description of the area requested for the variance Lot B B

Lot (s) size of the petition area 90' x 140'

Existing zoning of the petition area Residential

Current zoning requirements that cannot be met (setbacks, height, etc.):
height

Proposed change that requires this variance ~~set~~, 3 ft.

III. Application information: (use additional paper if necessary)

Explain details of the proposed development 2 story house w. fl.
5/12 pitch roof 8 ft. walls

A variance may be granted only if all four of the following conditions exist:

That there are exceptional physical circumstances or conditions applicable to the property or to its intended use or development which do not apply generally to the other properties in the same zone.

That the strict application of the provisions of this ordinance would result in practical difficulties or unnecessary hardships.

That the granting of the variance will not result in material damage or prejudice to other properties in the vicinity nor be detrimental to the public health, safety or welfare.

That the granting of the variance will not be contrary to the objectives of the Comprehensive Plan.

Explain how your application meets these conditions: 1) There is no difference in the adjacent properties with this house, 2) we would have to go with a flat roof, 3) nope 4) nope

Note: A variance shall not be granted because of special conditions caused by actions of the person seeking relief or for reasons of pecuniary hardship or inconvenience. A variance shall not be granted which will permit a land use in a zone in which that use is prohibited.

A schematic site plat must be attached showing the type and location of all Proposed uses on the site, and all vehicular and pedestrian circulation patterns relevant to those uses.

I hereby affirm that the above information is true and correct to the best of my knowledge. I also affirm that I am the true and legal property owner or the authorized agent thereof for the property subject herein.

Jeff and Christina Good

PRINT PETITIONER'S NAME

Christina Good
SIGNATURE (S) OF THE OWNER (S) OF THE LAND IN PETITION AREA

PO BOX 1914 223 First Ave.
ADDRESS

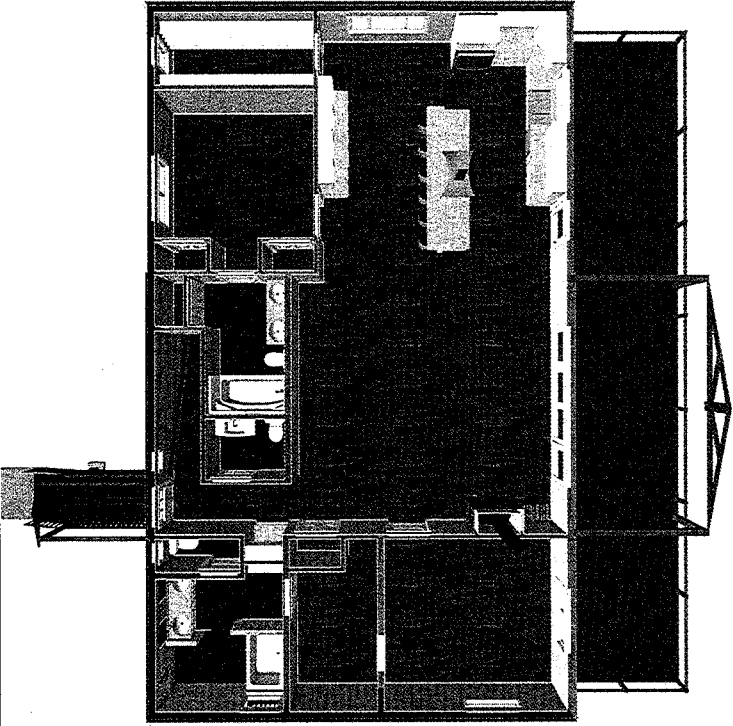
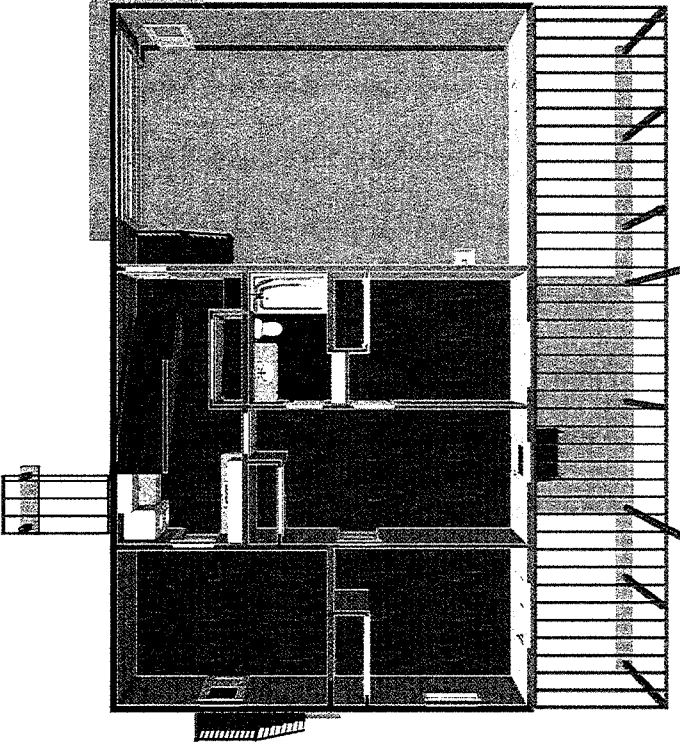
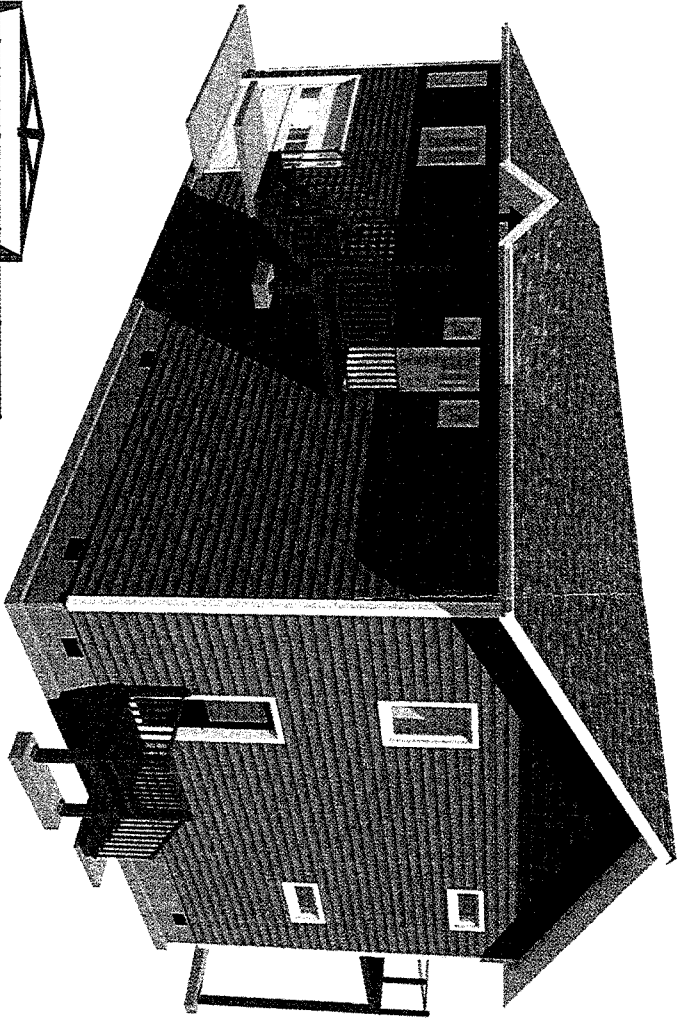
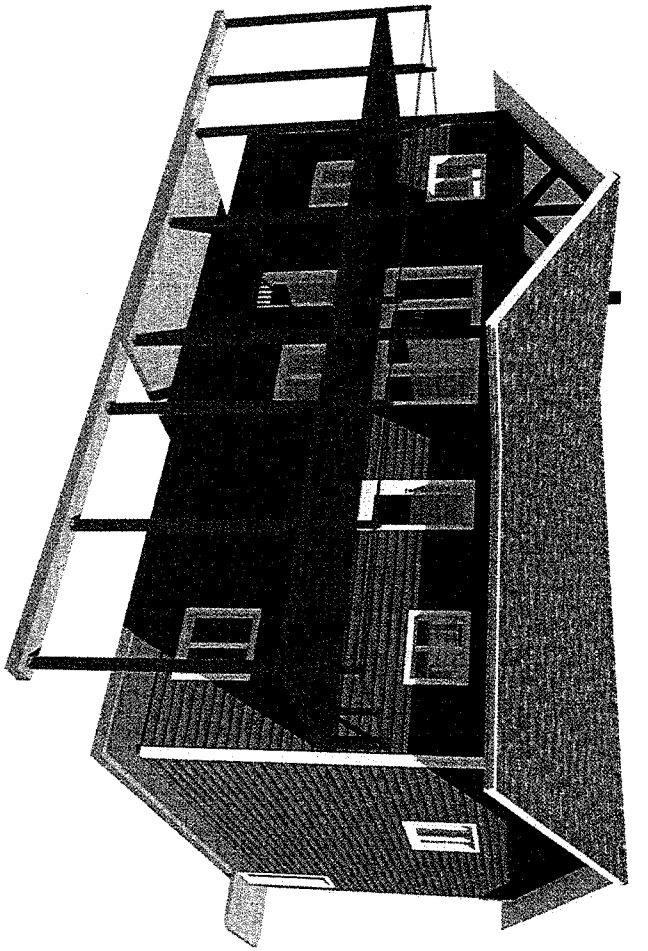
Wrangell, AK 99929

4-30-21

DATE

707-779-9504-J
TELEPHONE

9505-C



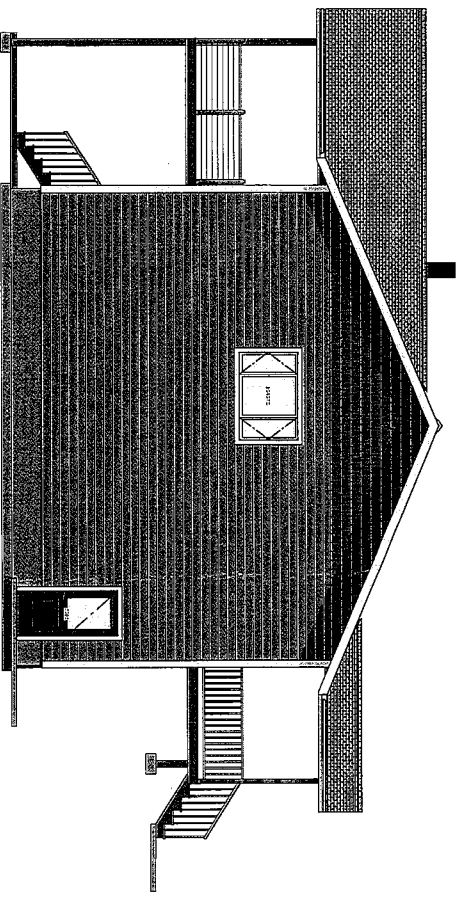
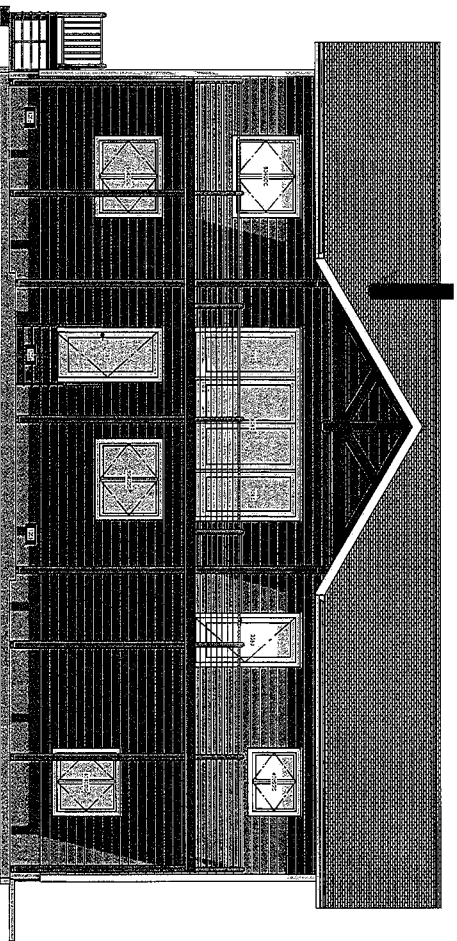
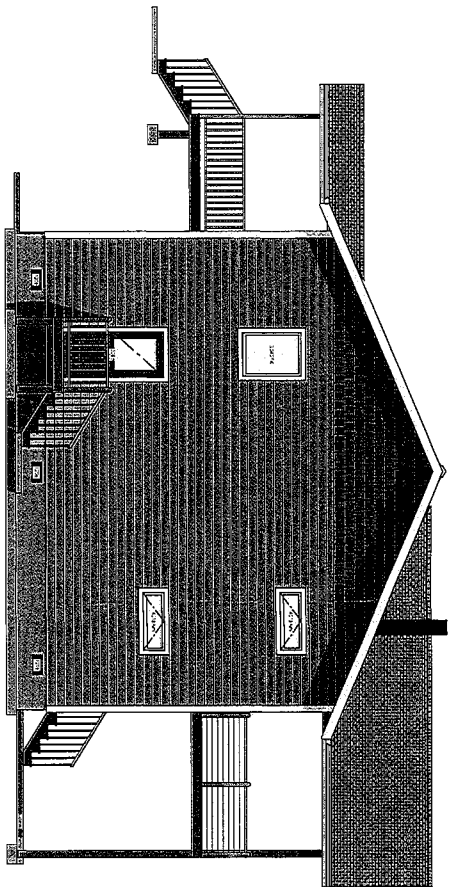
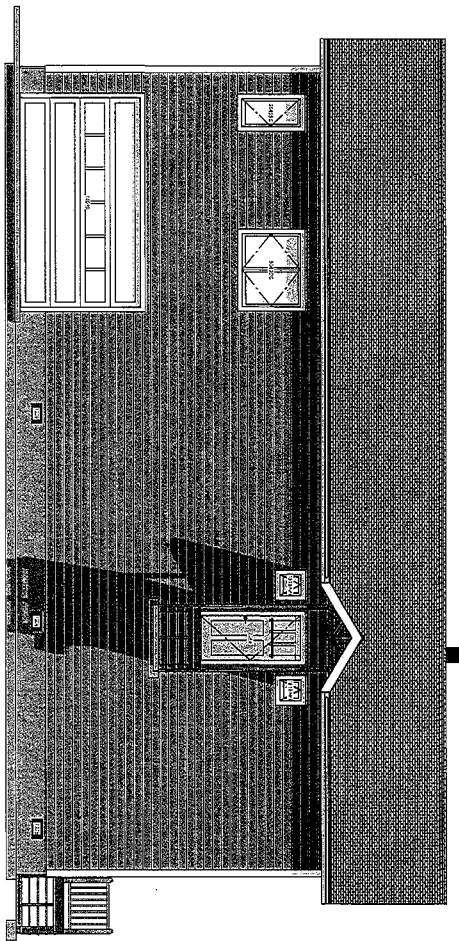
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THESE PLANS HAVE BEEN DRAWN FOR THE CUSTOMER AT THE CUSTOMER'S REQUEST. EXTRA ENGINEERING MAY BE REQUIRED FOR SPECIAL FOUNDATION DESIGNS, DUE TO SOFT & SOIL CONDITIONS AND A LATERAL ANALYSIS MAY BE REQUIRED FOR WIND AND EARTHQUAKE DESIGN. OHMER'S RENDERINGS MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING PLANS. CUSTOMER SHOULD HAVE PLANS REVIEWED BY A LICENSED BUILDER, ENGINEER OR ARCHITECT PRIOR TO CONSTRUCTION, SOME MODIFICATION MAY BE NECESSARY FOR COMPLIANCE WITH LOCAL AND STATE REGULATIONS.

DRAWN BY:
OHMER'S RENDERINGS
20150 N. WYOMING AVE
KEETICAN, WY 83001
PH: 907.225.1405 CELL: 907.254.7492
email: urtite@spyrndirect.net

PROJECT FOR:

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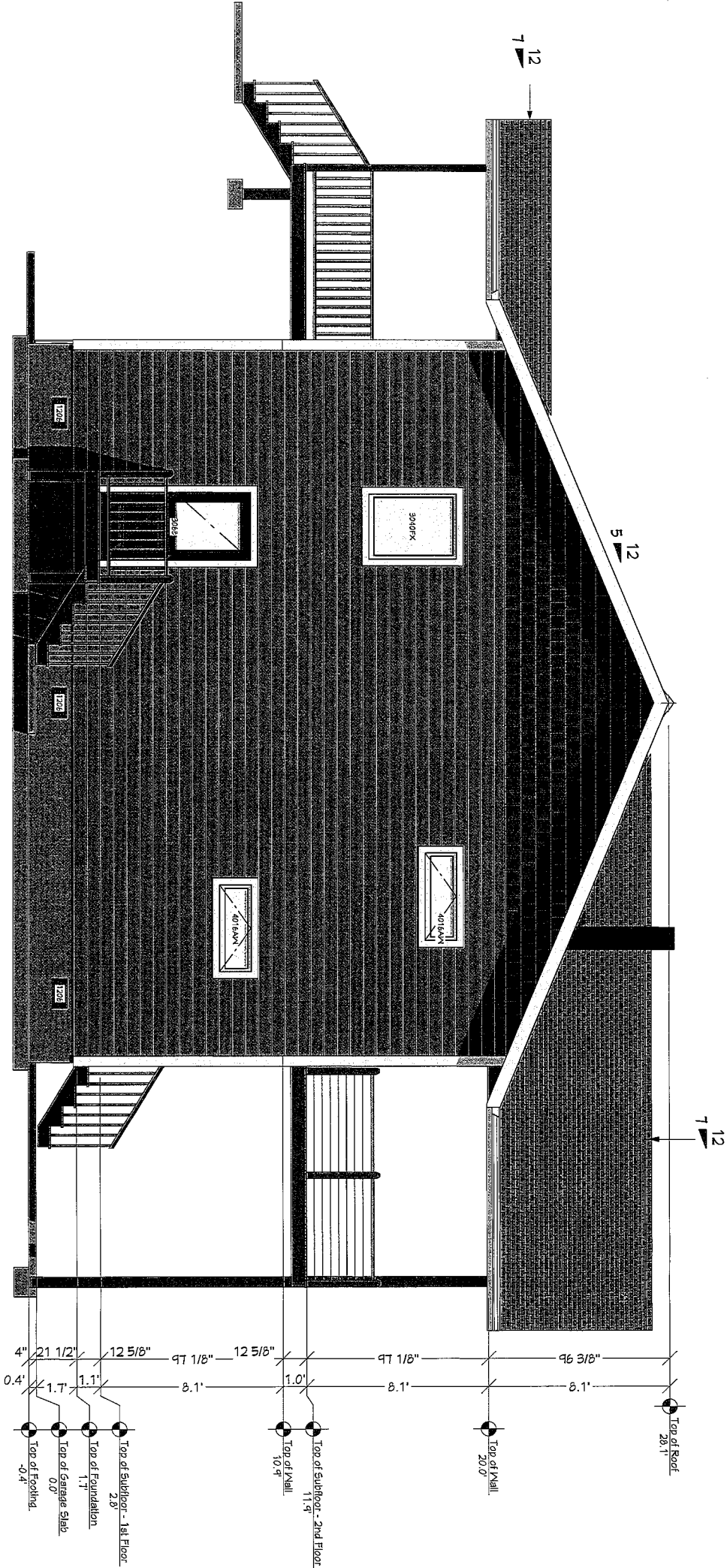
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DRAWN BY:
 OHMER'S RENDERINGS
 2817 SOUTH OAKS PKWY #901
 SUITE 204A, WYOMING, WY 84001
 PH: 907-225-2605 CELL: 907-234-7692
 email: info@ohmers.net

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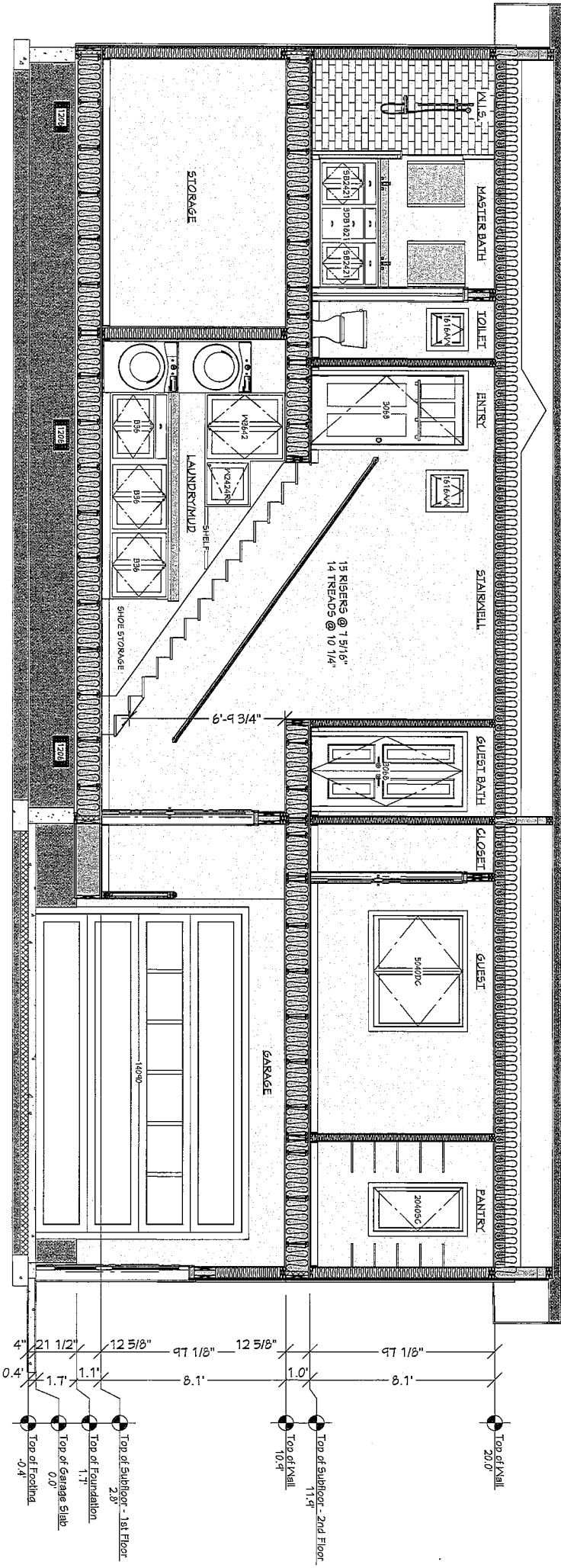
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DRAWN BY:
 OHMERS'S RENDERINGS
 2987 50 TONGVAAS HWY
 KETCHIKAN, ALASKA 99901
 PH: 907-225-2605, CELL: 907-254-1692
 email: hnrh@hprndr.net

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 PAGE: 6 OF 6



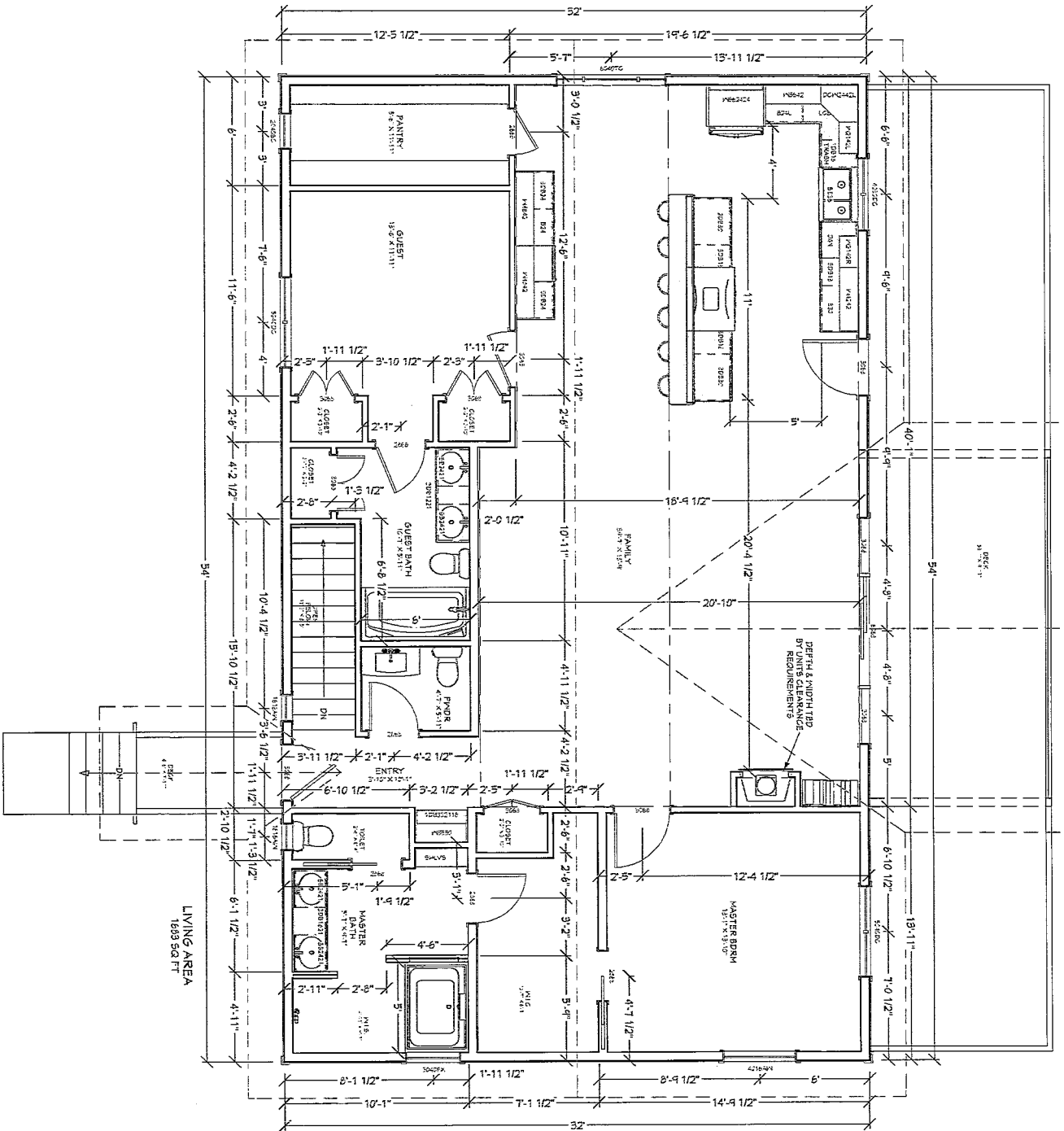
NOTE: ALL DIMENSIONS ARE FRAMING TO FRAMING UNLESS OTHERWISE NOTED.

THESE PLANS HAVE BEEN DRAWN FOR THE CUSTOMER AT THE CUSTOMER'S REQUEST. EXTRA ENGINEERING MAY BE REQUIRED FOR SPECIAL FOUNDATION DESIGN DUE TO SLOPE & SOIL CONDITIONS AND A LATERAL ANALYST MAY BE REQUIRED FOR WIND AND EARTHQUAKE DESIGN. OWNER'S RENDERINGS MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING PLANS. CUSTOMER SHOULD HAVE PLANS REVIEWED BY A LICENSED BUILDER, ENGINEER OR ARCHITECT PRIOR TO CONSTRUCTION. SOME MODIFICATION MAY BE NECESSARY FOR COMPLIANCE WITH LOCAL AND STATE REGULATIONS.

OHMER'S RENDERINGS
 2987 50 TONGVAAS HWY
 KETCHIKAN, ALASKA 99901
 PH: 907-225-3605, CELL: 907-254-1892
 email: turle@ohmnd.net

PROJECT FOR

©2021 OHMER'S RENDERINGS
 DATE/REV:
 SCALE:
 PAGE: OF 6



NOTE: ALL DIMENSIONS ARE FRAMING TO FRAMING UNLESS OTHERWISE NOTED

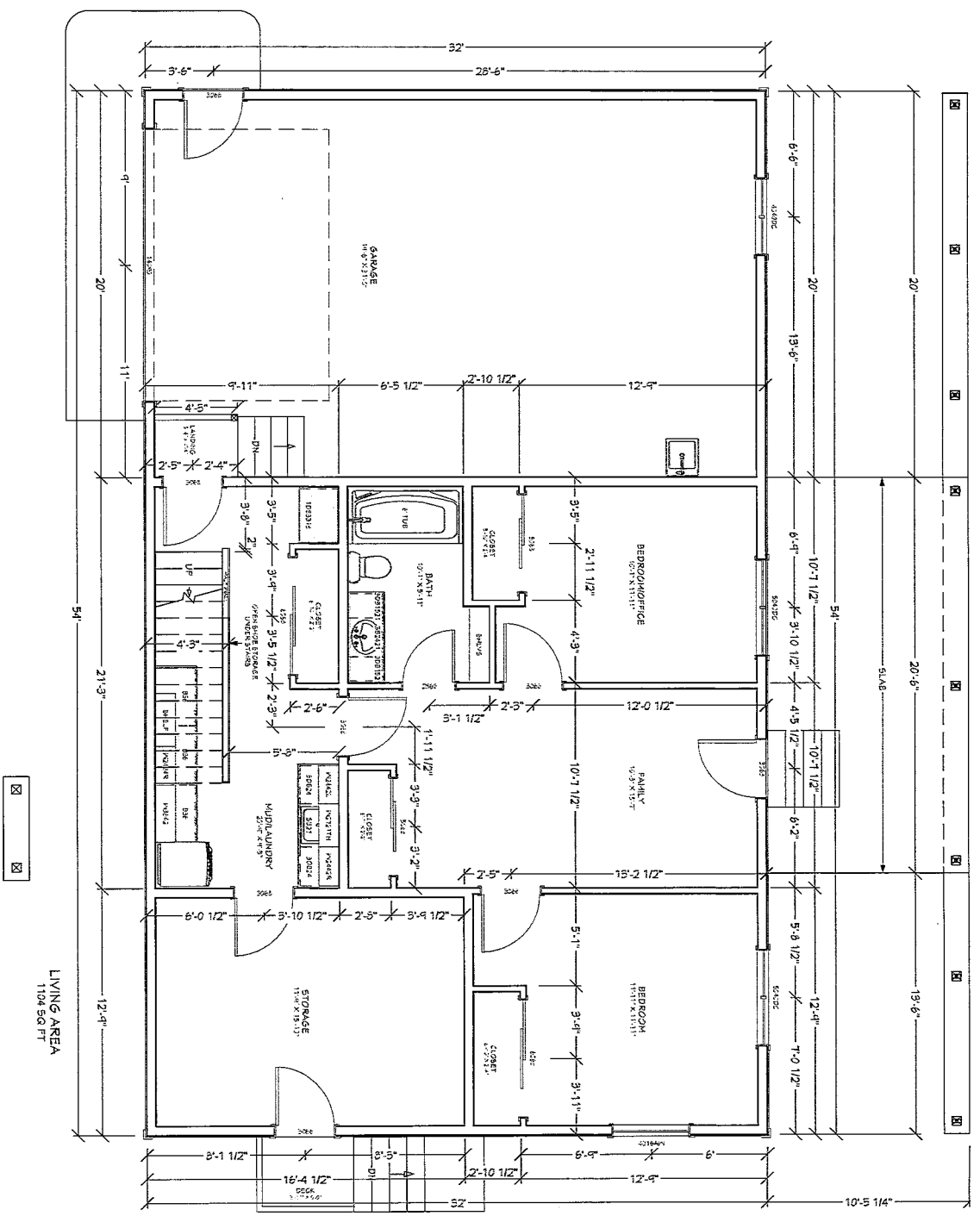
THESE PLANS HAVE BEEN DRAWN FOR THE CUSTOMER AT THE CUSTOMER'S REQUEST. EXTRA ENGINEERING MAY BE REQUIRED FOR SPECIAL FOUNDATION DESIGN OR FOR UNUSUAL SOIL CONDITIONS. THE ARCHITECT HAS NO WARRANTIES, EXPRESSED OR IMPLIED. REGARDING PLANS, CUSTOMER SHOULD HAVE PLANS REVIEWED BY A LICENSED BUILDER, ENGINEER OR ARCHITECT PRIOR TO CONSTRUCTION. SOME MODIFICATION MAY BE NECESSARY FOR COMPLIANCE WITH LOCAL AND STATE REGULATIONS.

CHMERS RENDERINGS
 2471 BOYD LANE
 FLETCHER, NC 27537
 PHONE: 919-223-7605
 CELL: 919-224-1682
 EMAIL: info@chmers.com

PROJECT FOR:

UPPER FLOOR PLAN

DATE/REV:
 SCALE:
 PAGE: 4 OF 6



*NOTE: ALL DIMENSIONS ARE FRAMING TO FRAMING UNLESS OTHERWISE NOTED

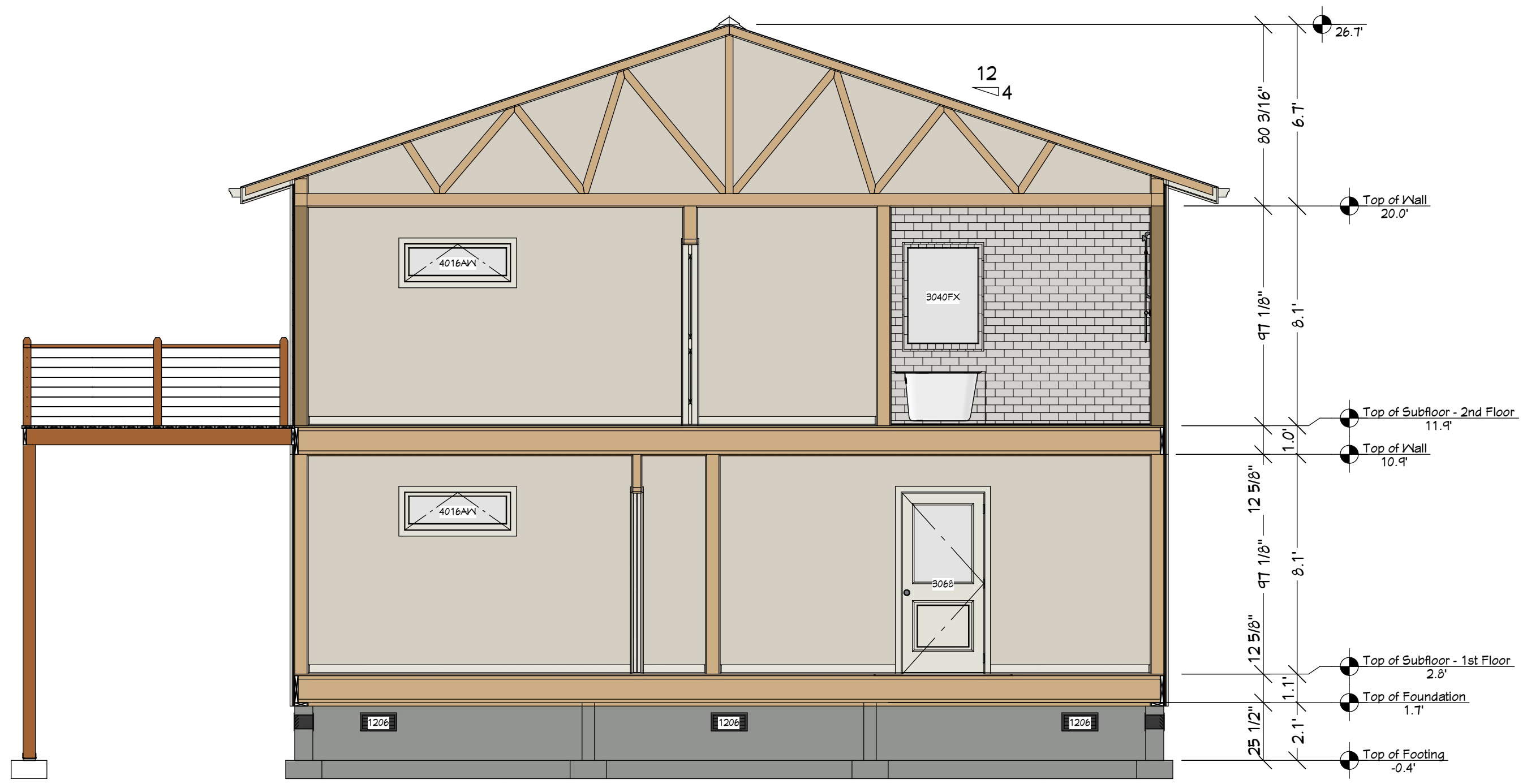
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OHMER'S RENDERINGS
 2807 SD TONGASAS HWY
 KETCHIKAN, ALASKA, 99901
 PH: 907-225-2605 CELL: 907-254-1892
 email: urli@ohmerdai.net

PROJECT FOR:

FLOOR PLAN

DATE/REV:
 SCALE:
 PAGE: 3 OF 6



*NOTE: ALL DIMENSIONS ARE FRAMING TO FRAMING UNLESS OTHERWISE NOTED

THESE PLANS HAVE BEEN DRAWN FOR THE CUSTOMER AT THE CUSTOMER'S REQUEST. EXTRA ENGINEERING MAY BE REQUIRED FOR SPECIAL FOUNDATION DESIGNS DUE TO SLOPE & SOIL CONDITIONS AND A LATERAL ANALYSIS MAY BE REQUIRED FOR WIND AND EARTHQUAKE DESIGN. OHMER'S RENDERINGS MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING PLANS. CUSTOMER SHOULD HAVE THESE PLANS REVIEWED BY A LICENSED BUILDER, ENGINEER OR ARCHITECT PRIOR TO CONSTRUCTION, SOME MODIFICATION MAY BE NECESSARY FOR COMPLIANCE WITH LOCAL AND STATE REGULATIONS.

DRAWN BY:

OHMER'S RENDERINGS
 2997 50 TONGASS HWY
 KETCHIKAN, ALASKA 99901
 PH: 907-225-2605, CELL: 907-254-7682
 email: turtle@kpunet.net

PROJECT FOR:

COVER

©2021 OHMER'S RENDERINGS

DATE/REV:
 SCALE:
 PAGE: 1 OF 6

CITY AND BOROUGH OF WRANGELL, ALASKA

Item 2.



1 inch = 84.884136 feet

47
Date: 5/10/2021

Public Map



**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.
PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.**

City and Borough of Wrangell, Alaska

AGENDA G3

Date: May 8, 2021

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Conditional Use permit request for a 150' lattice pole for use as a cell transmission tower and fenced lease area for support services on Lot 14, Block 5, USS 2127, currently zoned Holding but recommended for zone change to Open Space/Public, owned by the City and Borough of Wrangell, requested by Vertical Bridge Development, LLC through their representative Lynx Consulting

Background:

Vertical Bridge is seeking to install a lattice cell tower (modified from a monopole tower per the public notice) for G4 service on the north end of the island.

Recommendation: Staff recommends approval of the proposed cell tower subject to conditions.

Recommended Motion: Move to approve the findings of fact and the conditional use permit request for lattice pole G4 cell tower with the following conditions:

- 1) Permit is subject to approval by the Borough Assembly of the proposed zone change of Lot 14, Block 5, USS 2127 to Open Space/Public and modification of conditionally allowed uses to the Open Space/Public district to allow communication infrastructure.
- 2) Permit is subject to lease approval by the Borough Assembly.
- 3) Security lighting should be no higher than 15 feet from grade and angled down and side blocked so as not impact adjacent residential houses.
- 4) Fencing should be site obscuring facing residential properties.
- 5) Intermodulation Study for interference with KSTK translator must be completed prior to installation and show a negative impact to KSTK translator.
- 6) Recommend to the Borough Assembly issues identified by KSTK be addressed within the lease document.
- 7) If access to the fenced lease area via the ROW between the transfer station and Lot 14 be developed in the future, access easement across Lots 12, 13 and 14 may be vacated for the alternative access.

- 8) **The tower, antennas, structures and equipment associated with the telecommunication will be removed within six months of ceasing operations.**
- 9) **Generator will be for back up power supply only and muffled as much as possible.**

Review Criteria:

Chapter 20.32: Open Space/Public District

Chapter 20.52: Lot Standards:

Chapter 20.68: Conditional Use Permits

Findings of Fact:

Lynx Consulting began discussions with the Borough for placement of a new cell tower at the north end of the island in 2020. After considering alternative sites, the preferred site was somewhere near the solid waste transfer station. There was considerable discussion with the Borough staff regarding location and access prior to their surveyors coming in to survey and make a formal proposal.

Upon reviewing the land use and zoning for the area, the proposed lot was zoned Holding which does not allow for review of cell towers or other activities. Only recreation and gravel extraction is permitted. Staff proposed changing the zone of all the lots bordering the Solid Waste Transfer Facility to Open Space/ Public (OS/P) to allow new or continued municipal uses. In addition, two new uses were proposed for the OS/P District, including Municipal Facilities and Communication Infrastructure. The Commission reviewed the zone change and use modification in April and recommended approval to the Assembly. The first reading of each ordinance was on May 11, 2021 and the public hearing and decision on each will be May 25, 2021.

Originally the proposed tower was to be a monopole, but, per the recent communication from Lynx Consulting, concern about crane access has required them to modify the proposal to a lattice tower. The tower will be a 4G not a 5G tower.

Some adjacent residents have commented regarding potential health concerns from cell tower radiation emissions being so close to residential homes. Basic research on health and safety issues related to cell towers is diverse, international, and with varying opinions. There is a vacant lot 50' wide between the tower lot and the next privately owned residential lot in the same block. Staff has found that some municipalities require a minimum of 150' distance from residential properties down to 50' or a minimum of 4 acres for example. The setbacks of a tower vary substantially between jurisdictions. The Commission

needs to determine the impact of such a tower on the adjacent residential neighborhood.

Conditions of Approval for conditional use applications include:

1) Minimal impacts on adjacent neighbors from noise, traffic, appearance, yards etc.

There should be minimal impacts from a cell tower at this location due to noise, traffic, or the fenced site. Once construction is completed, there will be minimal activity at the site itself. The tower is tucked up closer to the solid waste transfer station so should not directly block views, but it will be visible and in view sheds of the surrounding neighborhood. There is a vacant lot 50' wide between the tower lot and next adjacent privately owned residential lot in the same block.

2) Provisions of sewer and water: There are no plans for installing sewer or water.

3) Entrances and off-street parking available without safety issues: Access to the facility will be off a non-exclusive easement from Third Street that leads to the Transfer Station. The easement access will be constructed by Lynx Consulting/Vertical Bridge. Should the ROW on the northern edge of the property be developed, access to the tower site should be from the ROW, and the easements will be vacated to allow full use of the lots. There is adequate parking and turn around on Lot 14 to access the infrastructure.

CITY AND BOROUGH OF WRANGELL, ALASKA
CONDITIONAL USE APPLICATION

PLANNING AND ZONING COMMISSION

P.O. BOX 531
WRANGELL, ALASKA 99929

Application Fee: \$50

I. Applicant's Name and Address: Vertical Bridge Development, LLC represented by Lynx Consulting
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487

Applicant's Phone Number: (206) 661-5010 Joel Aro, Lynx Consulting

II. Land Owner's Name and Address: City of Wrangell
PO BOX 531
Wrangell, AK 99929

Land Owner's Phone Number: (907) 874-2381

III. Legal Description: Lot 12, 13, 14, Block 5, U.S. Survey 2127
Parcel No. 01-005-327 (Tower), and 01-005-323 & 01-005-325 (Easement)

IV. Zoning Classification: HOLDING

V. Specific Request: The request is for a 150' monopole with a 4' lightning rod and within a 50' x 50' fenced lease area. The proposal would allow for Verizon Wireless coverage on the north end of Wrangell and the Wrangell Airport.

VI. Site Plan shall be submitted with the application. The plan shall show existing and proposed structures, driveways, roadways, existing and proposed grading. Additional information shall be furnished upon request of the Zoning Administrator.

VII. Construction Schedule: BEGIN: 6/01/2022 END: 7/31/2022

SIGNATURE OF OWNER: Wen M VanBerg DATE: 4/13/2021

SIGNATURE OF APPLICANT: Joel Aro DATE: 4/13/2021

If more than one owner or if more than one parcel is involved, attach all signatures on a separate piece of paper identifying which parcels are owned by which persons.

Written authorization of the property owner must be submitted with this application if the applicant is other than the owner.



25 February 2021

Carol Rushmore
Economic Development Director
City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

Re: Vertical Bridge Project US-AK-5261 Stikeen Wireless Communication Site project narrative.

Ms. Rushmore,

The following is a brief description of the proposed project based on final zoning drawings (FZD's) dated 1/19/21 and included as part of this narrative:

Vertical Bridge proposes to install a 150' monopole communication tower on 50' x 50' fenced, leased portion Lot 14 (aka Parcel number 01-005-327) owned by the City of Wrangell.

Access to that site will be via a new, non-exclusive 20' wide access and utility easement across the southern portions of Lots 12 and 13 (aka parcels 01-005-323 and 01-005-325). While there is an alley identified to the south of these latter two parcels, topography (i.e., steepness of that area) render this route unusable as an access point to the proposed Vertical Bridge lease area.

The communication tower and lease area are designed to accommodate three additional wireless carriers. In addition, there will be site ownership identification placards with emergency contact information clearly visible together with all applicable warning signs and the tower will be equipped with anti-climbing devices.

The initial tenant for this site will be Verizon Wireless whose 4G antennas will be positioned at a height of approximately 147' above ground level and which will occupy a portion of the lease area as shown on the FZD's. Included as part of this installation will be a back-up generator.

17311 135th Avenue NE, Suite A-100, Woodinville, WA 98072



The coverage objective for the Verizon wireless communication facility will be the north end of Wrangell Island including the residential areas, the airport, and the islands to the North.

Granting the permit to proceed with this project will greatly enhance wireless coverage in the are and will provide an opportunity for other wireless carriers to provide coverage to the north end of Wrangell Island.

Should you have any questions regarding this proposal please feel free to contact me by either email jaro@lynxconsulting.org or by telephone at 206-661-5010.

Sincerely yours,

Joel Aro

Attachments:

Final Zoning Drawings

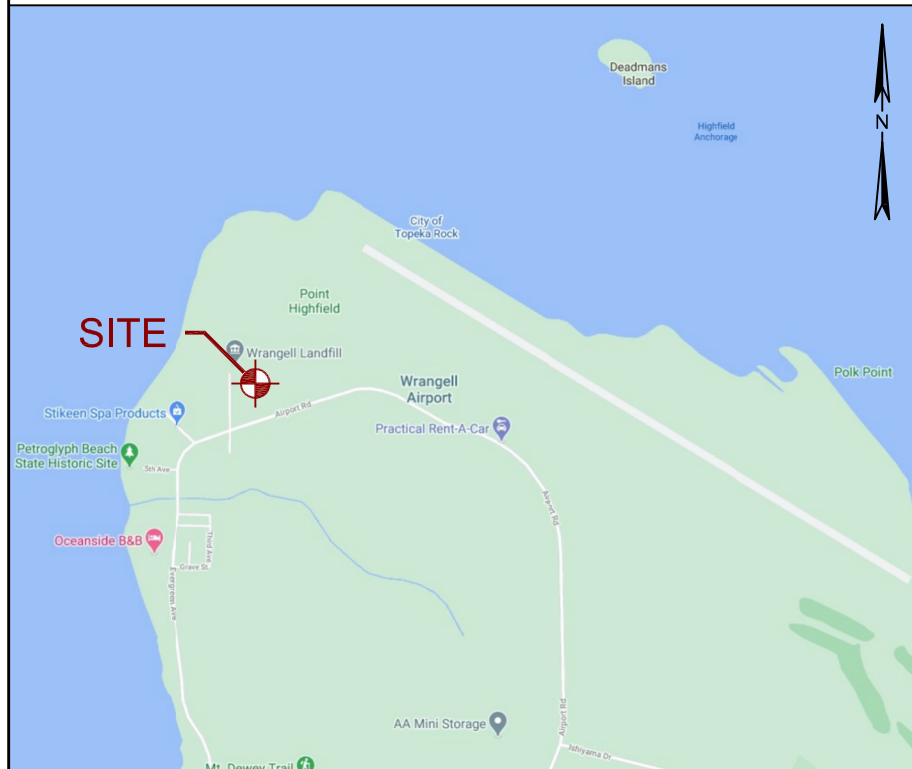


VB PROJECT NAME: US-AK-5261
VZW PROJECT NAME: AK3 STICKEEN
PROJECT LOCATION: 3 EVERGREEN AVE WRANGELL, AK 99929



DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DRAWINGS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF LYNX CONSULTING, INC. NEITHER LYNX CONSULTING, INC. NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

VICINITY MAP



PROJECT INFORMATION

JURISDICTION: CITY AND BOROUGH OF WRANGELL LATITUDE : 56°29'6.64"N
 ZONING CLASS: HOLDING (APPROXIMATE) 56.485178'
 PARCEL #1 ID: 01-005-323 LONGITUDE : 132°23'17.47"W
 PARCEL #2 ID: 01-005-325 (APPROXIMATE) -132.388186'
 PARCEL #3 ID: 01-005-327 GROUND ELEVATION: 117.0' AMSL
 TRS: SEC 24, TWN 62S, RNG 83E STRUCTURE HEIGHT: 150'-0" (TOP OF TOWER)
 PARCEL #1 SIZE: 5,000 SF (0.11 ACRES) HIGHEST APPURTENANCE: 154'-0" (TOP OF LIGHTNING ROD)
 PARCEL #2 SIZE: 5,000 SF (0.11 ACRES)
 PARCEL #3 SIZE: 5,000 SF (0.11 ACRES)

SCOPE OF WORK

VERTICAL BRIDGE DEVELOPMENT, LLC AND VERIZON WIRELESS PROPOSE TO INSTALL A WIRELESS FACILITY WITH THE FOLLOWING SCOPE OF WORK:

- ADD (1) 6'-0" CHAIN LINK FENCE WITH BARBED WIRE (50'-0"x50'-0" LEASE AREA)
- ADD (1) 150'-0" SELF-SUPPORT TOWER
- ADD (1) 4'-0" LIGHTNING ROD TO PROPOSED TOWER
- ADD (1) 8'-0" UTILITY H-FRAME
- ADD (1) 4-POSITION POWER METER BANK TO PROPOSED H-FRAME
- ADD (1) 12"x36"x36" HOFFMAN BOX TO PROPOSED H-FRAME
- ADD (1) GRADE BEAM FOUNDATION
- ADD (1) 7'-0"x10'-0" STEEL EQUIPMENT PLATFORM (WITHIN AN 80 SF LEASE AREA)
- ADD (1) EQUIPMENT CABINET TO PROPOSED EQUIPMENT PLATFORM
- ADD (1) RACK MOUNTED 12-PORT OVP TO PROPOSED CABINET
- ADD (1) 30KW DIESEL GENERATOR TO PROPOSED EQUIPMENT PLATFORM
- ADD (1) 200A 30-POSITION OUTDOOR RATED ILC TO PROPOSED EQUIPMENT PLATFORM H-FRAME
- ADD (1) 200A 120/240V-1P POWER METER TO PROPOSED METER BANK
- ADD (1) 12" ICE-BRIDGE
- ADD (1) GPS ANTENNA TO PROPOSED H-FRAME LEG
- ADD (1) 12x24 HYBRID CABLE TO PROPOSED ICE-BRIDGE
- ADD (3) HEAVY-DUTY SECTOR FRAMES TO PROPOSED TOWER
- ADD (6) PANEL ANTENNAS TO PROPOSED ANTENNA MOUNT
- ADD (3) 700 RRU'S (RRUS4449 B13) TO PROPOSED ANTENNA MOUNT
- ADD (3) AWS RRU'S (RRUS8843 B66) TO PROPOSED ANTENNA MOUNT
- ADD (1) 12-PORT OVP TO PROPOSED ANTENNA MOUNT

LIST OF DRAWINGS

SHEET	DESCRIPTION
T-1	COVER SHEET
N-1	GENERAL NOTES
SV-1	EXISTING CONDITIONS SURVEY
C-1	PROPOSED SITE PLAN
A-1	EXISTING COMPOUND PLAN
A-2	PROPOSED COMPOUND PLAN
A-3	PROPOSED LEASE AREA PLAN
A-4	PROPOSED ELEVATION
RF-1	PROPOSED ANTENNA CONFIGURATION
RF-2	PROPOSED IT DIAGRAM

CONTACTS

PROPERTY OWNER: CITY AND BOROUGH OF WRANGELL, 3 EVERGREEN AVE WRANGELL, AK 99929
CO-APPLICANT: AMY KARN, 635 EAST 40TH AVE ANCHORAGE, AK 99503, PHONE: (907) 786-9943
CO-APPLICANT: STEVE HEDGES, VERTICAL BRIDGE DEVELOPMENT, LLC, 750 PARK OF COMMERCE DR BOCA RATON, FLORIDA 33487, PHONE: (773) 988-1715, shedges@verticalbridge.com
TOWER OWNER: STEVE HEDGES, VERTICAL BRIDGE DEVELOPMENT, LLC, 750 PARK OF COMMERCE DR BOCA RATON, FLORIDA 33487, PHONE: (773) 988-1715, shedges@verticalbridge.com

PROFESSIONAL OF RECORD: BERT WHITE, LYNX CONSULTING, INC, 17311 135TH AVE NE, SUITE A-100 WOODINVILLE, WA 98072, PHONE: (253) 230-2335, bwwhite@lynxconsulting.org
APPLICANT AGENT: JULEI CAMPOS, LYNX CONSULTING, INC, 17311 135TH AVE NE, SUITE A-100 WOODINVILLE, WA 98072, PHONE: (206) 388-7611, jcampos@lynxconsulting.org
PERMITTING CONTACT: PATRICK EVANS, LYNX CONSULTING, INC, 17311 135TH AVE NE, SUITE A-100 WOODINVILLE, WA 98072, PHONE: (503) 914-8977, pevans@lynxconsulting.org

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT CONDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:
ALASKA STATE AND LOCAL BUILDING CODES WITH THE FOLLOWING REFERENCE CODE:
 2012 INTERNATIONAL BUILDING CODE (IBC)
 2012 INTERNATIONAL MECHANICAL CODE (IMC)
 2012 INTERNATIONAL FIRE CODE (IFC)
 2011 NATIONAL ELECTRIC CODE (NFPA 70)
 ANSI/TIA-222-H (REVISION H)

APPROVALS

TITLE	SIGNATURE	DATE
REPRESENTATIVE		
RF ENGINEER		
PROPERTY OWNER		

REV	DATE	DESCRIPTION
5	5/05/21	REVISED DESIGN TO A SELF-SUPPORT TOWER
4	4/12/21	EQUIPMENT LOCATION REVISED PER VB COMMENT
3	3/29/21	FZD'S REVISED PER LANDLORD COMMENTS
2	1/19/21	FZD'S ISSUED FOR SUBMITTAL

PROJECT:
AK3 STICKEEN
 3 EVERGREEN AVE
 WRANGELL, AK 99929

SHEET TITLE:
COVER SHEET

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD: BEW
REVISION NO: 5	SHEET NO: T-1

DRIVING DIRECTIONS

- (FROM WRANGELL AIRPORT)
- HEAD NORTHWEST ON AIRPORT RD TOWARD EVERGREEN AVE.
 - TURN RIGHT AT THE FIRST CROSS STREET ONTO 3RD AVE.
 - TURN RIGHT ONTO GRAVEL DRIVEWAY.
 - SITE WILL BE LOCATED DIRECTLY AHEAD.

LEGAL DESCRIPTION

INFORMATION PER TITLE REPORT NO. 60172, DATED OCTOBER 23, 2020, ISSUED BY STEWART TITLE COMPANY.
 TITLE IS VESTED IN: CITY OF WRANGELL
 LOT 12, 13 AND 14, BLOCK 5, ACCORDING TO THE OFFICIAL PLAT OF U.S. SURVEY 2127 FOR THE EASTERN ADDITION TO WRANGELL TOWN SITE, WRANGELL RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA.

GENERAL NOTES

- 1. THESE DOCUMENTS ARE FOR THE DESIGN OF AN UNMANNED TELECOMMUNICATIONS FACILITY... 2. THE WIRELESS CARRIER CERTIFIES THAT THIS TELECOMMUNICATIONS FACILITY WILL BE SERVICED ONLY BY THE CARRIER'S EMPLOYEES AND THEIR SUB-CONTRACTORS...

CONCRETE NOTES

- 1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI-318. 2. CONCRETE SHALL BE MIXED, PROPORTIONED, CONVEYED AND PLACED IN ACCORDANCE WITH CHAPTER 19 OF THE IBC 2012... TYPE OF CONSTRUCTION 28 DAY STRENGTH (f'c) W/C RATIO MINIMUM CEMENT CONTENT PER CUBIC YARD



DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DRAWINGS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS...



Table with 3 columns: REV, DATE, DESCRIPTION. Row 1: 5, 5/05/21, REVISED DESIGN TO A SELF-SUPPORT TOWER.

PROJECT: AK3 STICKEEN 3 EVERGREEN AVE WRANGELL, AK 99929

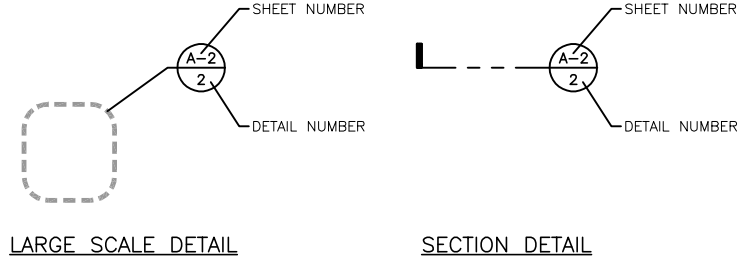
GENERAL NOTES

Table with 2 columns: FUZE NUMBER, DATE, DRAFTER, PROFESSIONAL OF RECORD, REVISION NO, SHEET NO. Row 1: 15906627, 12/30/20, BEW, BEW, 5, N-1

STRUCTURAL STEEL NOTES

- 1. SHOP DRAWINGS FOR STRUCTURAL STEEL SHALL BE SUBMITTED TO THE CONSULTANT FOR REVIEW PRIOR TO FABRICATION. 2. STRUCTURAL STEEL DESIGN, FABRICATION AND ERECTION (INCLUDING FIELD WELDING, HIGH STRENGTH FIELD BOLTING, EXPANSION BOLTS, AND THREADED EXPANSION ANCHORS) SHALL BE BASED ON A.I.S.I. "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" LATEST EDITION...

LEGEND



SPECIAL INSPECTIONS

- RECOMMENDED TESTING AGENCY: _____ PHONE: (____) ____-____ THE OWNER, OR THE OWNER'S AGENT, IS REQUIRED TO HIRE AN INDEPENDENT TESTING/INSPECTION AGENCY TO PERFORM REQUIRED SPECIAL INSPECTIONS.



TITLE EXCEPTION STATEMENTS

- A. THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON
- B. THE EXCEPTION IS NOT LOCATED WITHIN THE PARENT PARCEL
- C. THE EXCEPTION IS LOCATED WITHIN THE PARENT PARCEL, BUT IS NOT LOCATED WITHIN THE LEASE AREA OR ANY VB EASEMENTS
- D. THE EXCEPTION IS LOCATED WITHIN THE PARENT PARCEL AND THE VB EASEMENTS, BUT IT IS NOT LOCATED WITHIN THE LEASE AREA
- E. THE EXCEPTION IS LOCATED WITHIN THE PARENT PARCEL AND THE LEASE AREA, BUT IS NOT LOCATED WITHIN THE VB EASEMENTS
- F. THE EXCEPTION IS BLANKET IN NATURE AND IS NOT PLOTTABLE
- G. THE EXCEPTION DOES NOT HAVE THE SUFFICIENT DATA TO DETERMINE ITS LOCATION

TITLE REVIEW SUMMARY

RECORD INFORMATION BELOW PER TITLE REPORT FILE NUMBER 19136, DATED SEPTEMBER 06, 2020, AS ISSUED BY STEWART TITLE GUARANTY COMPANY.

NOTE: ITEMS LISTED CORRESPOND WITH A LETTER THAT REFERS TO THE TITLE EXEMPTION STATEMENTS LISTED BELOW, EG "ITEM 1, A" REFERS TO "THE EXEMPTION IS A STANDARD..."

- ITEM 1, A: ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHED, OR IS DISCLOSED DURING THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I - REQUIREMENTS ARE MET.
- ITEM 2, A: RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
- ITEM 3, A: EASEMENTS, OR CLAIMS, OF EASEMENT, NOT SHOWN BY THE PUBLIC RECORDS.
- ITEM 4, A: ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE LAND.
- ITEM 5, A: ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- ITEM 6, A: TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
- ITEM 7, A: (A) UNPATENTED MINING CLAIMS;
(B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF;
(C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS
- ITEM 8, A: RIGHTS OF THE STATE OR FEDERAL GOVERNMENT AND/OR PUBLIC IN AND TO ANY PORTION OF THE LAND FOR RIGHT OF WAY AS ESTABLISHED BY FEDERAL STATUTE RS 2477 (WHETHER OR NOT SUCH RIGHTS ARE SHOWN BY RECORDINGS OF EASEMENTS AND/OR MAPS IN THE PUBLIC RECORDS BY THE STATE OF ALASKA SHOWING THE GENERAL LOCATION OF THESE RIGHTS OF WAY).
- ITEM 9, A: MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTEREST THAT ARE NOT LISTED.
- ITEM 10, A: TAXES AND/OR ASSESSMENTS, IF ANY, DUE THE CITY OF WRANGELL, A REPORT OF WHICH WILL FOLLOW.
- ITEM 11, A: RESERVATIONS AND EXCEPTIONS AS CONTAINED IN THE U.S. PATENT AND ACTS RELATING THERETO.
- ITEM 12, A: TERMS AND CONDITIONS OF THE OPERATING AGREEMENT FOR VERTICAL BRIDGE DEVELOPMENT, LLC.
- ITEM 13, A: THIS OFFICE MUST BE FURNISHED WITH A COPY OF THE OPERATING AGREEMENT ALONG WITH ANY AND ALL AMENDMENTS THERETO FOR VERTICAL BRIDGE DEVELOPMENT, LLC.
- ITEM 14, A: TERMS AND CONDITIONS OF THE OPERATING AGREEMENT FOR VERTICAL BRIDGE HOLDCO, LLC.
- ITEM 15, A: THIS OFFICE MUST BE FURNISHED WITH A COPY OF THE OPERATING AGREEMENT ALONG WITH ANY AND ALL AMENDMENTS THERETO FOR VERTICAL BRIDGE HOLDCO, LLC.
- ITEM 16, A: IF WE ARE TO ISSUE AN EXTENDED COVERAGE LOAN POLICY, THE FOLLOWING WILL APPLY:
QUESTIONS OF RIGHTS OF PARTIES IN POSSESSION AND MATERIAL AND LABOR LIENS, DISPOSITION OF WHICH WILL BE DETERMINED BY SUBMISSION OF THE ENCLOSED ALTA LIEN AFFIDAVIT PROPERLY COMPLETED AND SIGNED BY THE OWNER AND, WHEN APPLICABLE, THE GENERAL CONTRACTOR. THE COMPANY MAY REQUIRE SUBMISSION OF AN AS-BUILT SURVEY IN ORDER TO ISSUE AN EXTENDED COVERAGE LOAN POLICY.
IN ADDITION, INVESTIGATION SHOULD BE MADE IF ANY OTHER AGENCY INVOLVED IN THIS TRANSACTION MIGHT REQUIRE SUCH A SURVEY IN THE EVENT THAT A SURVEY IS OBTAINED, WE WOULD LIKE TO RECEIVE A COPY FOR OUR RECORDS.
- ITEM 17, A: NOTE: THERE HAVE BEEN NO DEEDS RECORDED WITHIN THE LAST 36 MONTHS AFFECTING THE HEREIN DESCRIBED LAND.

NOTES

1. THIS DRAWING IS BASED ON A FIELD SURVEY PERFORMED BY EDGE SURVEY AND DESIGN, LLC ON 11/16/2020.
2. ELEVATIONS SHOWN HEREON ARE NAVD88 ORTHOMETRIC HEIGHTS, AS DETERMINED BY A NGS OPUS SOLUTION HOLDING GEOID 12B.
3. COORDINATES SHOWN HEREON ARE ALASKA STATE PLANE ZONE 1, NAD83 (2011), EPOCH 2010.0000 US. SURVEY FEET.
4. THE BASIS OF BEARINGS FOR THIS DRAWING IS ALASKA STATE PLANE COORDINATE SYSTEM, ZONE 1.
SITE NUMBER: XXXXXXXX
SITE NAME: XXXXXXXX
5. AT THE TIME OF THE SURVEY, THE FOLLOWING ENCROACHMENTS WERE EVIDENT ONTO OR BEYOND THE LEASE AREA: OVERHEAD UTILITY LINES AND DISCARDED TIRES ENCROACHING A MAXIMUM OF 37.0' ONTO LOT 13.
6. ALL ACCESS AND UTILITY EASEMENTS GO TO A CONFIRMED RIGHT-OF-WAY.
7. ALL LEASE AREA AND EASEMENTS ARE WITHIN THE PARENT PARCEL.
8. IN AREAS OF DENSE TIMBER, ONLY DOMINANT TREE ELEVATIONS SHOWN.

DESCRIPTION OF SUBJECT PROPERTY: (PER TITLE REPORT)

INFORMATION PER TITLE REPORT NO. 60172, DATED OCTOBER 23, 2020, ISSUED BY STEWART TITLE GUARANTEE COMPANY.

TITLE IS VESTED IN:
CITY OF WRANGELL

LOTS 12, 13 AND 14, BLOCK 5, ACCORDING TO THE OFFICIAL PLAT OF U.S. SURVEY 2127 FOR THE EASTERN ADDITION TO WRANGELL TOWNSITE, WRANGELL RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA

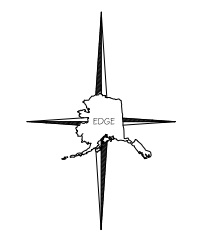
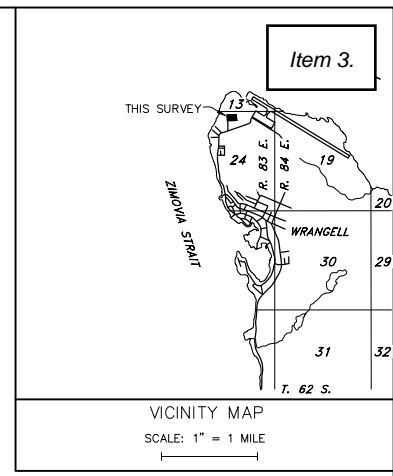
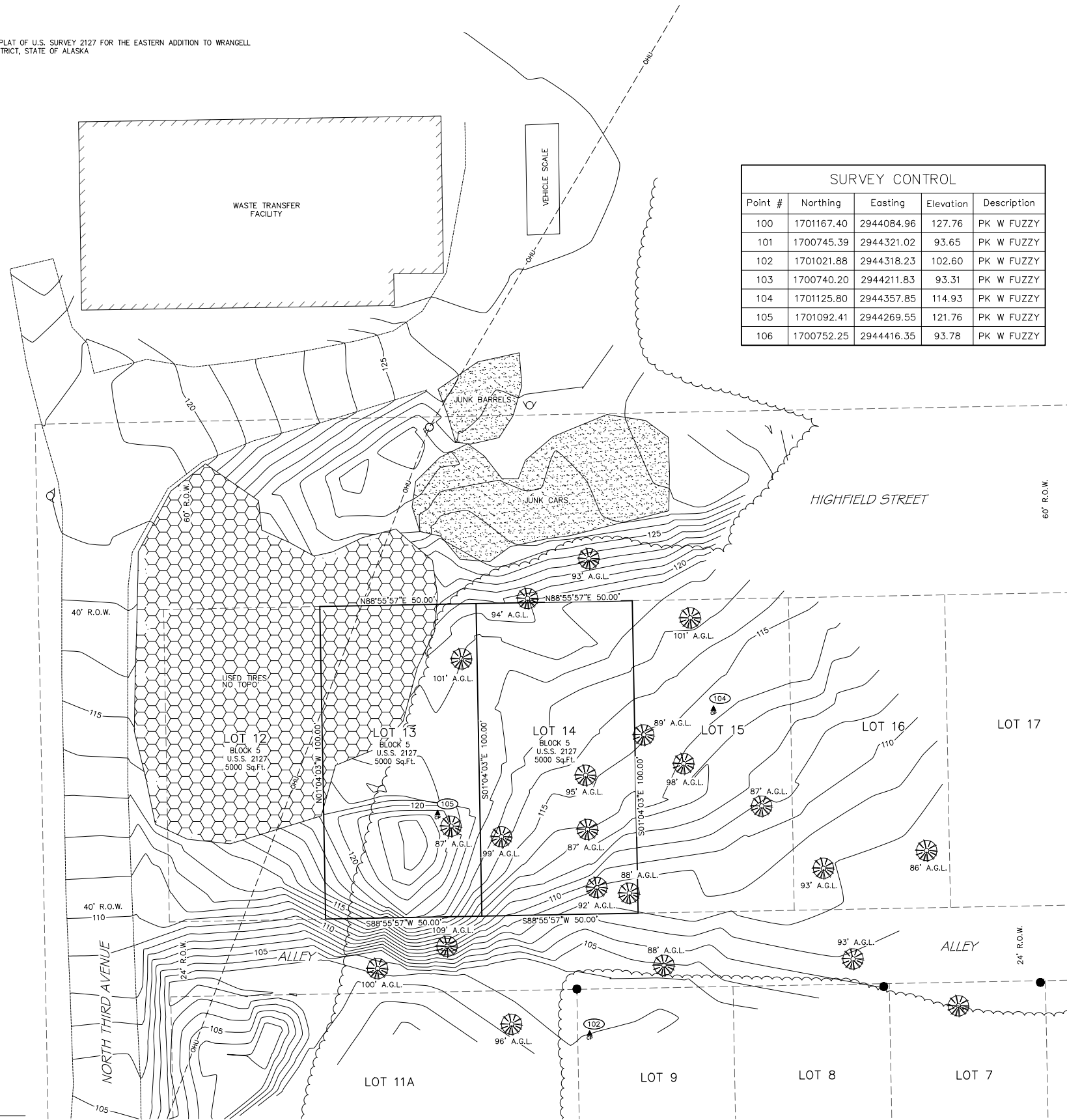
U.S. SURVEY NO. 2096

FAA 1A CERTIFICATE INFORMATION

THE COORDINATES BELOW ARE ACCURATE TO WITHIN 20± FEET HORIZONTALLY AND THAT THE GROUND ELEVATION IS ACCURATE TO WITHIN 3± FEET VERTICALLY.

PROPOSED TOWER LATITUDE: NORTH XXXXXXX
PROPOSED TOWER LONGITUDE: WEST XXXXXXX
EXISTING GROUND ELEVATION: XXXXXXX

SURVEY CONTROL				
Point #	Northing	Easting	Elevation	Description
100	1701167.40	2944084.96	127.76	PK W FUZZY
101	1700745.39	2944321.02	93.65	PK W FUZZY
102	1701021.88	2944318.23	102.60	PK W FUZZY
103	1700740.20	2944211.83	93.31	PK W FUZZY
104	1701125.80	2944357.85	114.93	PK W FUZZY
105	1701092.41	2944269.55	121.76	PK W FUZZY
106	1700752.25	2944416.35	93.78	PK W FUZZY



LEGEND

- A.G.L. ABOVE GROUND LEVEL
- 104 CONTROL POINT
- CONIFEROUS TREE
- UTILITY POLE
- FOUND CORNER
- PROPERTY LINE
- ADJACENT PROP LINE
- LEASE AREA
- GRAVEL EDGE
- METAL GATE
- TREELINE
- OHU OVERHEAD UTILITY WIRE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY; ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND STEWART TITLE GUARANTEE COMPANY.

PRELIMINARY

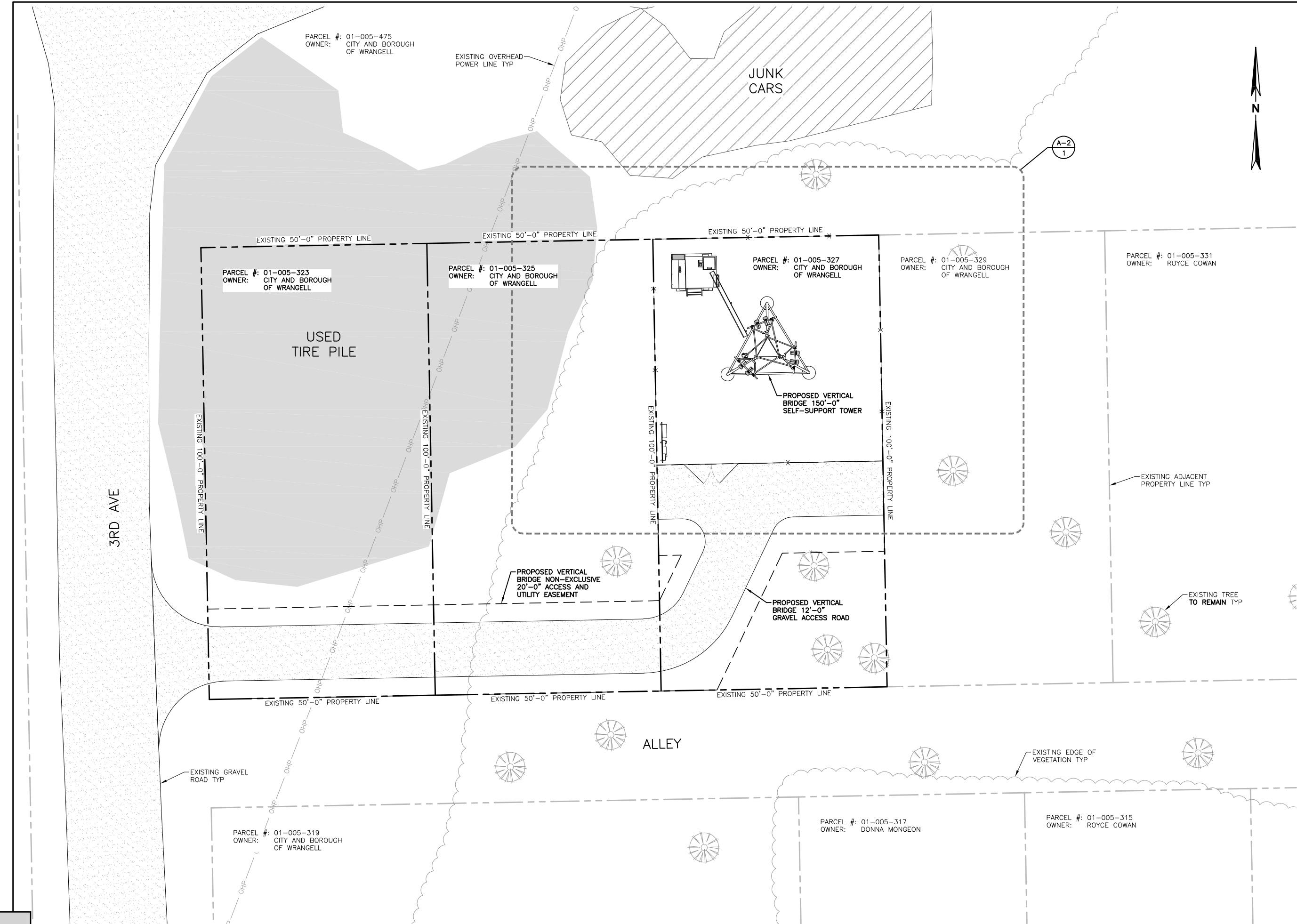
MARK A. AMONETTI DATE
AKPLS 13055



12501 OLD SEWARD, D ANCHORAGE, AK 99515
Phone (907) 344-5990 Fax (907) 344-7794

STIKINE
EXISTING CONDITIONS SURVEY

DRAWN BY: MB	DATE: 12/2/2020	PROJECT NO: 20-194
CHECKED BY: MA	SCALE: 1" = 20"	SHEET: 1 OF 1



CO-APPLICANT:
verizon Item 3.

CO-APPLICANT:
verticalbridge

IMPLEMENTATION TEAM/CLIENT:
LYNX

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DRAWINGS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWINGS ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF LYNX CONSULTING, INC. NEITHER LYNX CONSULTING, INC. NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

BERTRAND WHITE
 No. CE106129
 REGISTERED PROFESSIONAL ENGINEER
 May 05, 2021

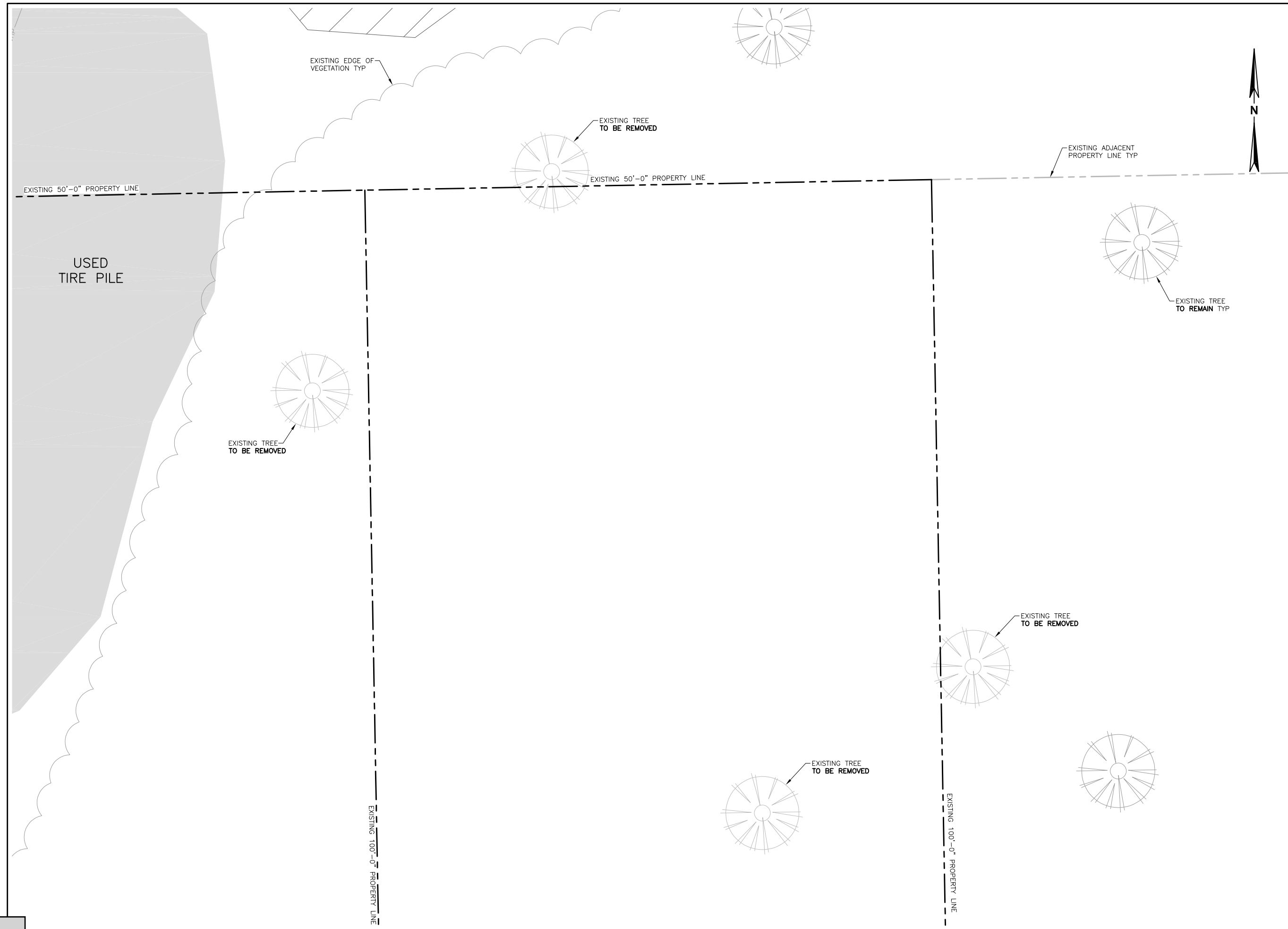
REV	DATE	DESCRIPTION
5	5/05/21	REVISED DESIGN TO A SELF-SUPPORT TOWER
4	4/12/21	EQUIPMENT LOCATION REVISED PER VB COMMENT
3	3/29/21	FZD'S REVISED PER LANDLORD COMMENTS
2	1/19/21	FZD'S ISSUED FOR SUBMITTAL

PROJECT:
AK3 STICKEEN
 3 EVERGREEN AVE
 WRANGELL, AK 99929

SHEET TITLE:
PROPOSED SITE PLAN

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO: 5	SHEET NO: C-1

57
 34" SCALE: 1" = 10'-0"
 11x17" SCALE: 1" = 20'-0"



CO-APPLICANT:

Item 3.



CO-APPLICANT:



IMPLEMENTATION TEAM/CLIENT:



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May 05, 2021

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PROJECT:
AK3 STICKEEN
3 EVERGREEN AVE
WRANGELL, AK 99929

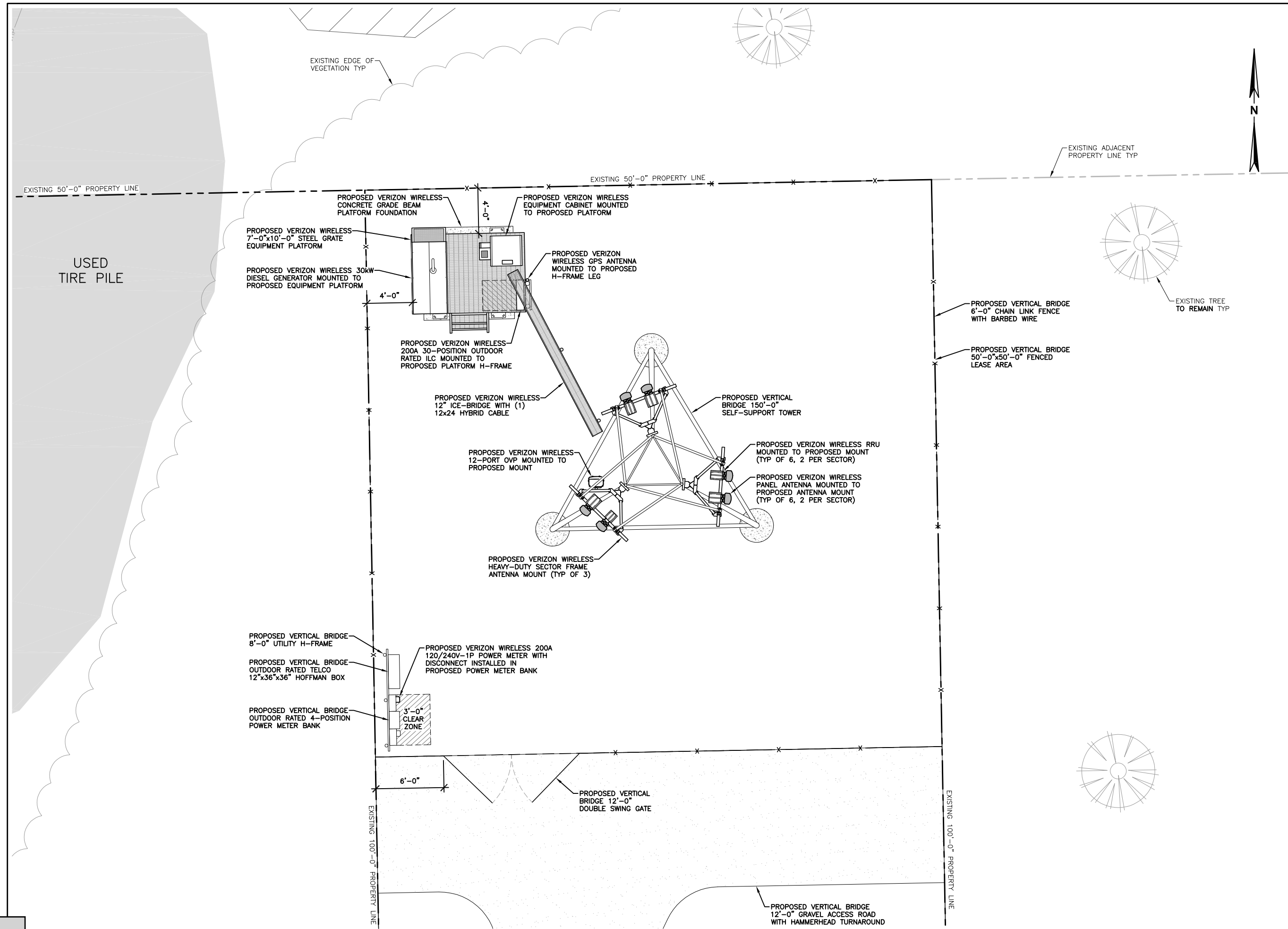
SHEET TITLE:
EXISTING COMPOUND PLAN

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD: BEW

REVISION NO: 5	SHEET NO: A-1
--------------------------	-------------------------

58
3/4" SCALE: 1/4" = 1'-0"
1/8" SCALE: 1/8" = 1'-0"

EXISTING COMPOUND PLAN | 1



Item 3.

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DRAWINGS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF LYNX CONSULTING, INC. NEITHER LYNX CONSULTING, INC. NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.



May 05, 2021

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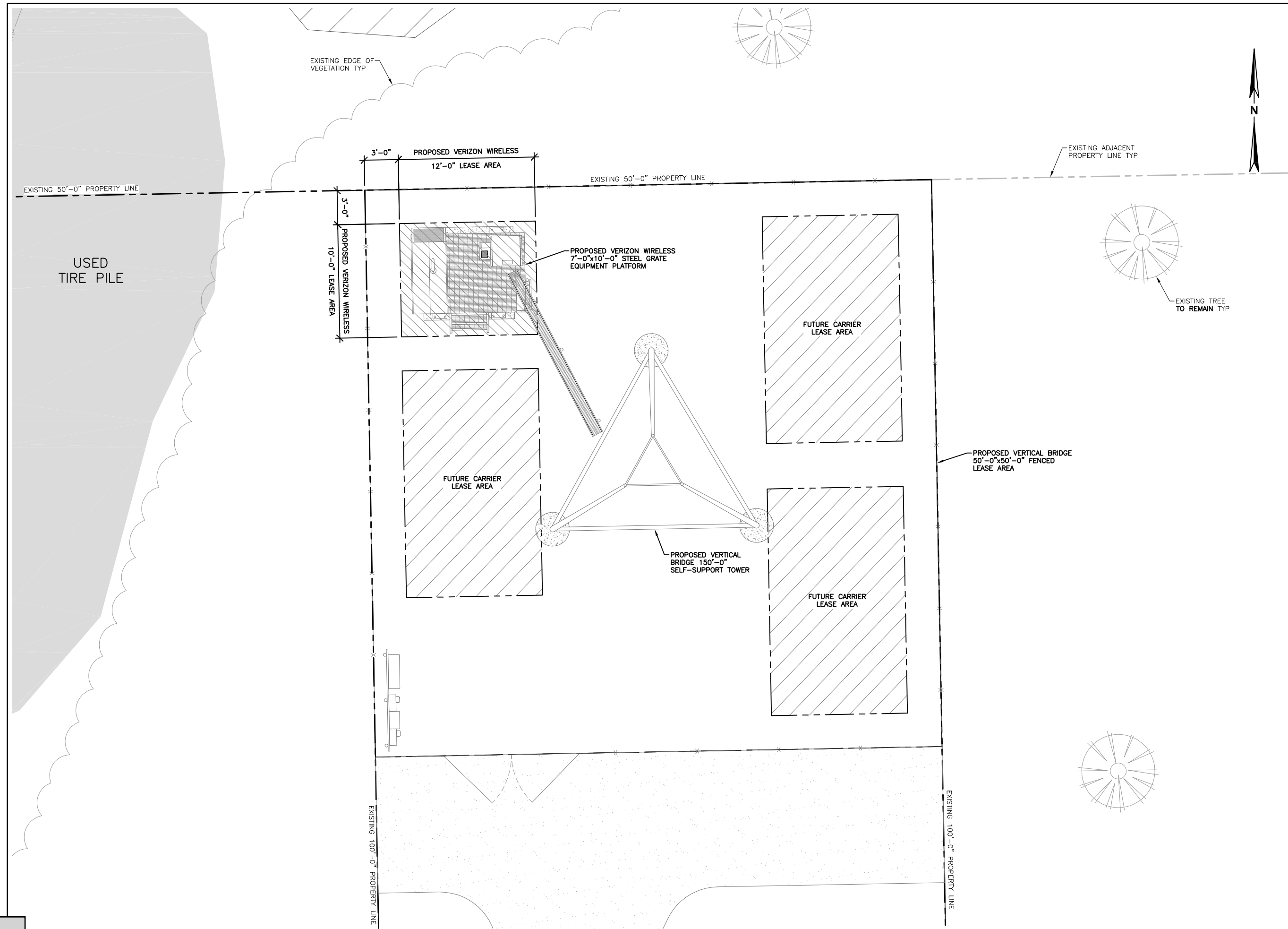
PROJECT:

AK3 STICKEEN
 3 EVERGREEN AVE
 WRANGELL, AK 99929

SHEET TITLE:

PROPOSED COMPOUND PLAN

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO: 5	SHEET NO: A-2



CO-APPLICANT:

Item 3.



CO-APPLICANT:



IMPLEMENTATION TEAM/CLIENT:



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2	1/19/21	FZD'S ISSUED FOR SUBMITTAL

PROJECT:
AK3 STICKEEN
3 EVERGREEN AVE
WRANGELL, AK 99929

SHEET TITLE:
PROPOSED LEASE AREA PLAN

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD: BEW
REVISION NO: 5	SHEET NO: A-3

60
3/4" SCALE: 1/4" = 1'-0"
1/8" SCALE: 1/8" = 1'-0"

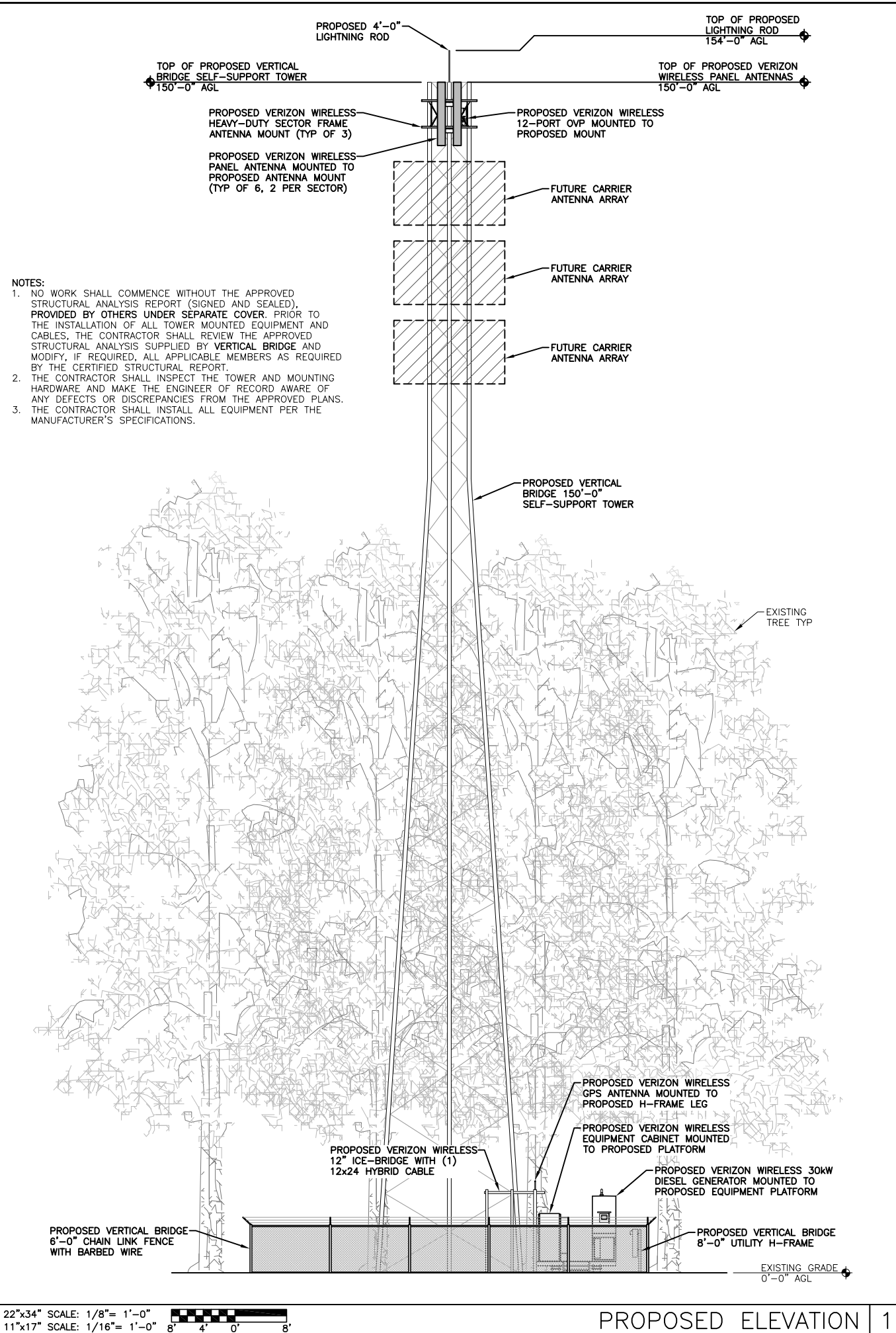
PROPOSED LEASE AREA PLAN | 1

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

NOT USED 3

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

NOT USED 2



- NOTES:**
- NO WORK SHALL COMMENCE WITHOUT THE APPROVED STRUCTURAL ANALYSIS REPORT (SIGNED AND SEALED), PROVIDED BY OTHERS UNDER SEPARATE COVER. PRIOR TO THE INSTALLATION OF ALL TOWER MOUNTED EQUIPMENT AND CABLES, THE CONTRACTOR SHALL REVIEW THE APPROVED STRUCTURAL ANALYSIS SUPPLIED BY VERTICAL BRIDGE AND MODIFY, IF REQUIRED, ALL APPLICABLE MEMBERS AS REQUIRED BY THE CERTIFIED STRUCTURAL REPORT.
 - THE CONTRACTOR SHALL INSPECT THE TOWER AND MOUNTING HARDWARE AND MAKE THE ENGINEER OF RECORD AWARE OF ANY DEFECTS OR DISCREPANCIES FROM THE APPROVED PLANS.
 - THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT PER THE MANUFACTURER'S SPECIFICATIONS.

22"x34" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"



PROPOSED ELEVATION 1

CO-APPLICANT:

Item 3.

verizon

CO-APPLICANT:

verticalbridge

IMPLEMENTATION TEAM/CLIENT:

LYNX

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PROJECT:

AK3 STICKEEN
3 EVERGREEN AVE
WRANGELL, AK 99929

SHEET TITLE:

PROPOSED ELEVATION

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO: 5	SHEET NO: A-4

PROPOSED ANTENNA SCHEDULE

ALPHA SECTOR	AZIMUTH	TIP HEIGHT	QTY	VENDOR	MODEL	LENGTH	WIDTH	DEPTH	MECH TILT	ELEC TILT	CABLE QTY	FEEDER TYPE	FEEDER LENGTH	ADDITIONAL EQUIPMENT
700	95°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°	1	12-PORT OVP WITH 12x24 HYBRID	210'-0"	RRUS4449 B13
700 AWS	95°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°				RRUS8843 B66
BETA SECTOR	AZIMUTH	TIP HEIGHT	QTY	VENDOR	MODEL	LENGTH	WIDTH	DEPTH	MECH TILT	ELEC TILT	CABLE QTY	FEEDER TYPE	FEEDER LENGTH	ADDITIONAL EQUIPMENT
700	225°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°	0	NA	NA	RRUS4449 B13
700 AWS	225°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°				RRUS8843 B66
GAMMA SECTOR	AZIMUTH	TIP HEIGHT	QTY	VENDOR	MODEL	LENGTH	WIDTH	DEPTH	MECH TILT	ELEC TILT	CABLE QTY	FEEDER TYPE	FEEDER LENGTH	ADDITIONAL EQUIPMENT
700	340°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°	0	NA	NA	RRUS4449 B13
700 AWS	340°	150'-0"	1	COMMSCOPE	NHH-65C-R2B	96.0"	11.9"	7.1"	0°	3°				RRUS8843 B66

CO-APPLICANT:

Item 3.



CO-APPLICANT:



IMPLEMENTATION TEAM/CLIENT:



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May 05, 2021

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PROJECT:

**AK3
STICKEEN**
3 EVERGREEN AVE
WRANGELL, AK 99929

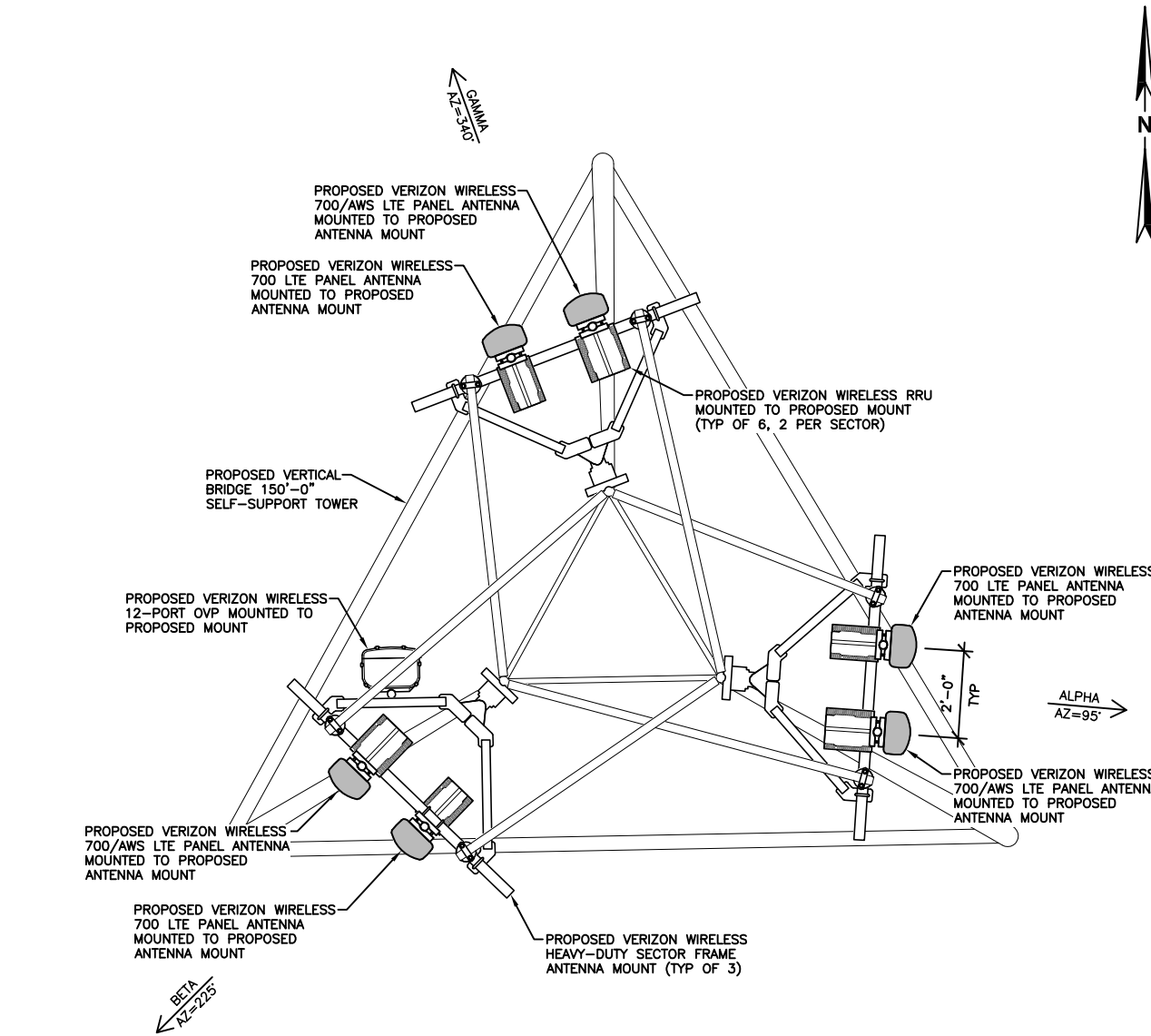
SHEET TITLE:

PROPOSED ANTENNA CONFIGURATION

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO: 5	SHEET NO: RF-1

22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

NOT USED 3



22"x34" SCALE: NOT TO SCALE
11"x17" SCALE: NOT TO SCALE

NOT USED 2

22"x34" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"

PROPOSED ANTENNA CONFIGURATION 1

AK3 – STICKEEN [3 Sector – (4x4 700/AWS)]

CO-APPLICANT: **Item 3.**
verizon
 CO-APPLICANT:
verticalbridge
 IMPLEMENTATION TEAM/CLIENT:
LYNX
DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DRAWINGS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF LYNX CONSULTING, INC. NEITHER LYNX CONSULTING, INC. NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.

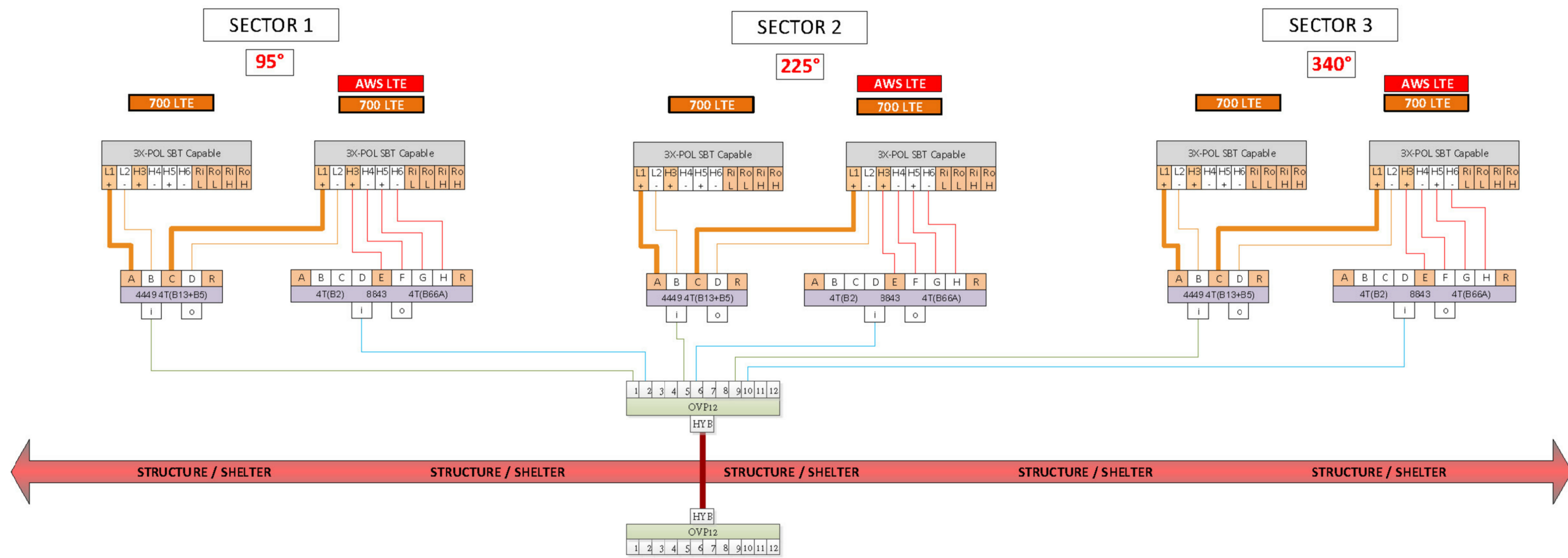
May 05, 2021

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PROJECT:
AK3 STICKEEN
 3 EVERGREEN AVE
 WRANGELL, AK 99929

SHEET TITLE:
PROPOSED IT DIAGRAM

FUZE NUMBER: 15906627	DATE: 12/30/20
DRAFTER: BEW	PROFESSIONAL OF RECORD BEW
REVISION NO: 5	SHEET NO: RF-2



6630-2-3-1		Branches		Cells	
		cont	split	cont	split
port A	700 alpha	40	4	4	1
port B	AWS1 alpha	80	4	8	2
port C					
port D					
port E					
port F	700 beta	40	4	4	1
port G	AWS1 beta	80	4	8	2
port H					
port J					
port K					
port L	700 gamma	40	4	4	1
port M	AWS1 gamma	80	4	8	2
port N					
port P					
port Q					
Total ABW		360	24	36	6

6630-2-3-1	B13	B4			
		up to 20			
Bandwidth (MHz)	10	20			
Tx or Rx	4	4			

RET Control Path Note:
 All Smart BiasT's (SBT)/Internal BiasT's, or External AISG RET Controllers are driven by the **BOLD** coax/jumper pathways.
 Example: Antenna port '1' driven by RRH port 'A'

RRU Bands:

700	Band 13
AWS	Band 4
PCS	Band 2
850	Band 5
AWS-1/3	Band 66A
CBRS	Band 48
LAA	Band 46

From: [Joel Aro](#)
To: [Carol Rushmore](#)
Cc: [Julei Campos](#)
Subject: RE: AK3 STICKEEN (VERTICAL BRIDGE/VERIZON) - Lattice vs Monopole
Date: Thursday, May 6, 2021 9:02:50 AM

Carol:

- Monopole can't be stacked without a crane. Concerned about crane access and cost to mobilize crane
- SST tend to have a higher load capacity and more mounting locations/options, making it easier to collocate on
- Foundation concerns as the SST spreads the weight better

Let me know if you have any questions or concerns.

Thanks

Joel Aro | Lynx Consulting, Inc.

17311 135th Ave NE, Suite A-100, Woodinville, WA 98072 | 47.752944°, -122.159842°

Cell (206) 661-5010 | Office (425) 877-1871 ext. 9 | Fax (425) 354-3277

jaro@lynxconsulting.org | www.lynxconsulting.org

From: Carol Rushmore <ecodev@wrangell.com>
Sent: Wednesday, May 5, 2021 3:54 PM
To: Joel Aro <jaro@lynxconsulting.org>
Subject: RE: AK3 STICKEEN (VERTICAL BRIDGE/VERIZON) - Lattice vs Monopole

Okay, can you provide an explanation as to why?

Carol Rushmore

Economic Development Director
City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929
907-874-2381

From: Joel Aro <jaro@lynxconsulting.org>
Sent: Wednesday, May 5, 2021 1:14 PM
To: Carol Rushmore <ecodev@wrangell.com>
Cc: Julei Campos <jcampos@lynxconsulting.org>
Subject: AK3 STICKEEN (VERTICAL BRIDGE/VERIZON) - Lattice vs Monopole

Carol:

We had to revise the design of the facility from a monopole to a lattice tower. There are several factors that facilitated the change. Please let me know if you have any questions or concerns. Everything else on the plans remains the same.

I have attached revised plans for your review.

Sincerely,

Joel Aro | Lynx Consulting, Inc.

17311 135th Ave NE, Suite A-100, Woodinville, WA 98072 | 47.752944°, -122.159842°

Cell (206) 661-5010 | Office (425) 877-1871 ext. 9 | Fax (425) 354-3277

jaro@lynxconsulting.org | www.lynxconsulting.org

April 24, 2021

Wrangell Planning & Zoning Commission
P.O. Box 531
Wrangell, AK 99929

Dear Wrangell Planning and Zoning,

KSTK has two concerns regarding the City of Wrangell's potential agreement with Vertical Bridge to construct a Verizon cell tower near the Wrangell Transfer Station, AKA The Dump. KSTK owns translator K296FN - North Wrangell Island. The translator antenna is attached to the top of Transfer Station building. This translator sends KSTK's signal to the lower Stikine area and the Back Channel. Both of our concerns relate to the potential for signal interference between the cell tower signal and the KSTK translator signal. One concern is that KSTK's signal could be disrupted and not able to reach users in our service area. Perhaps a bigger concern is that KSTK needs to be held harmless if there is signal interference. In other words, KSTK does not want to be sued by Verizon if the existing KSTK signal and the new Verizon signal are interfering with each other.

Any potential signal interference can be avoided if the new service provider, Vertical Bridge / Lynx Consulting / Verizon is held responsible to engineer their system to not interfere with the existing KSTK signal.

KSTK requests that language be included in the lease agreement that:

- 1) Protects any existing telecommunications services from interference.
- 2) Hold harmless any existing telecommunications services from requirements or costs related to mitigating any interference to the cellular (or other) tenants.
- 3) The City's lease with Vertical Bridge / Verizon allow pre-existing tenants located on the premises the rights of a third party beneficiary to bring any claims against the new tenant for violating the terms of the lease if Vertical Bridge / Verizon causes interference.

The City and Borough of Wrangell and members of the community are all stakeholders in KSTK and we believe it is in everyone's interest to be pro-active and stipulate expectations of a new telecommunications entity so that Wrangell can benefit from both our local KSTK radio signal and new Verizon cell service.

Thank you for your consideration.

Sincerely,

Cindy Sweat – KSTK General Manager
PO Box 1141 – Wrangell, AK 99929
cindy@kstk.org
874-2345

City and Borough of Wrangell, Alaska

Agenda Item G4

Date: April 5, 2021

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Preliminary Plat review of the Buhler Industrial Subdivision, a subdivision of the old 6 mile mill site of Lots 6B and 9B Mitchell-Buhler Replat; Lots 4-7 USS 3534; Lots 10,11,20 PSS USS 2589; USS 3000, zoned Waterfront Development, owned by Betty Buhler, requested by PDC Engineers on owner's behalf

Background:

Mrs. Buhler is proposing an industrial subdivision of the property to sell individual lots.

Recommendation:

Staff recommends approving the preliminary plat.

DRAFT Recommended Motion:

Move to approve the Preliminary plat of the Buhler Industrial Subdivision subject to the following:

- 1) **Easements for storm drain, sewer and water all need to be identified on the plat, including sewer easements across Lot 10, 11 and 18, and will be included in the final plat**
- 2) **Resolution of the request to cancel the tidelands lease needs to be approved by the Assembly prior to the final plat approval.**
- 3) **Water system delivery – city extension or on site system needs determination prior to final.**
- 4) **Alaska Department of Environmental Conservation will need to approve on-site septic systems, outfalls and onsite water system if developed, as well as storm water outfalls and need for oil/water separators.**
- 5) **Plat note 13 should reference Lots 6 and 7 not Lots 5 and 6.**

Findings:

A preliminary plat was submitted last year but after staff review and comments and further review by Mrs. Buhler's consultants, an alternative plat design was prepared and submitted in 2021. The proposed Buhler Subdivision creates 24 lots ranging from .3 acre to 2.26acres.

Initial utility drawings have been provided to Borough staff for review and comment. There is a filled lot, not part of the plat, on the southend of the property that is part of the larger tideland lease (comprised mostly of submerged tidelands) that Mrs. Buhler through Silver Bay Logging has with the City. An access easement is provided across the adjoining lot to access the site. The lot is not included in the subdivision plat because Mrs. Buhler has requested to relinquish the tideland lease. There are however, some issues with the condition of the dock that needs to be dealt with prior to the lease termination. Should the City develop that portion of the filled area, utilities would need to be provided through the Buhler Subdivision.

Also attached are Bylaws for lot owners to sign and agree to as the roads, sewer and water will be privately owned and maintained. Sewer will be onsite DEC approved systems and water is planned at this time to be provided by an extension to the City water service.

There will be two access points for the property. The existing access to the property is only a 30' wide easement (from existing subdivisions) and will become a one way entry point. The access between Lots 6 and 7 will be two ways. Attached is the driveway permit from the State of Alaska Department of Transportation.

All internal lot lines will have a 20' utility easement centered on the lot line unless a different width is identified on the plat.

There are two existing outfalls through Lot 11 and Lot 10. The northern most is crushed and will need replacement. Oil and Water separators may need to be installed on both.

Roads will be need to be constructed to a level to accommodate industrial activity. These road will not be City ROWs.



April 2, 2021

Sent Via Email

Carol Rushmore
Economic Development Director
City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929
907-874-2381
ecodev@wrangell.com

SUBJECT: Buhler Subdivision – Preliminary Plat

Dear Carol,

PDC Engineers is submitting, on behalf of Betty Buhler (owner) and Bennett McGrath (Realtor), the enclosed Preliminary Subdivision Plat, Parcel Map Check Report, Plat Supplement (As-built survey, Declaration of Covenant, and driveway permit to create an Industrial Subdivision of Lots 6B & 9B, Mitchel-Buhler Replat; Lots 10, 11, 20, P.S.S., U.S. Survey 2589; Lots 4, 5, 6, 7, U.S Survey 3534 and U.S. Survey 3000.

Our client intends to keep the roads and utilities in the subdivision private. No utilities or Rights-of-way will be dedicated to the public with this plat. Existing overhead electric lines and poles will be removed, and all electrical lines placed underground in the private easement and access area(s). Private water and sewer lines will also be installed in the private easement areas. Peak Engineering has been in contact with CBW and will provide plans for all utilities.

A Declaration of Covenants has been created (enclosed with this letter) and will recorded for this subdivision. This document addresses responsibility for roads (construction and maintenance), utilities and general use and upkeep of the property and structures.

We believe we have addressed CBW's comments concerning this plat. I have included questions from your letter dated October 31, 2020 below with our responses in red

1. One of the larger questions pertains to the delivery of sewer and water. In order to approve the preliminary plat, staff needs the information that an approved water source can be delivered to all lots and that wastewater can be handled on each lot. The preliminary plat will likely require easements for utility delivery. The preliminary plat needs to show that utility

Anchorage | Fairbanks | [Juneau](#) | Palmer | Soldotna
9109 Mendenhall Mall Road, Suite 4, Juneau, Alaska 99801
907.780.6060
www.PDCENG.com

separation distances can be achieved between the water supply and the secondary treatment system or the holding tank, on each lot.

- a. Plat note 11 indicates that onsite water will be taken from the pond on Lot 1. However, no information of the water distribution system is available. WMC19.32.010 requires a safe water supply, therefore the Commission needs to know that the Department of Environmental Conservation has approved the water source and proposed treatment. Please add to this note that any water filtration system must meet Department of Environmental Conservation drinking water standards. **Peak Engineering is designing water & sewer services for this subdivision. Peak will provide design plans to CBW.**
 - b. Plat note 12 states that either a secondary wastewater treatment system or holding tank will be required for each lot. Both secondary treatment systems and holding tanks will be required for each lot. Both secondary treatment systems or holding tanks will require percolation tests per WMC 19.32.020 and State regulations. If those tests are not favorable, there may need to be adjustments made to lot configurations. Drawings need to show that there are adequate separation distances between the water distribution and the secondary treatment system or holding tank on each lot and between lot, and that the ground subsurface and water table allows the wastewater system of choice. **Peak Engineering is designing water & sewer services for this subdivision. Peak will provide design plans to CBW.**
 - c. The zoning proposed for this subdivision is Waterfront Development providing for industrial uses. It will be important to ensure the size of water distribution lines and secondary sewer treatment (or holding tanks) is sufficient to supply and treat volumes associated with industrial uses allowable within the zoning district. **Peak Engineering is designing water & sewer services for this subdivision. Peak will design W&S separation accordingly.**
2. What provisions have you made for storm water runoff? **Existing drainage ditches to be used for runoff. Peak Engineering will utilize the existing ditches in their road design.**
 3. The proposed plat has been provided to the Electrical Department to review to determine how electrical service will be delivered to all lots. Superintendent Rod Rhoades indicated he had not talked with you or anyone specifically on the project to determine the parameters necessary to provide adequate service. I recommend that you call Mr. Rhoades at 907-874-3602 to let him know total services required, if it will include 3-phase power needs, 400 amp needs or other types of services. **Brett with Peak Engineering has been in contact with Rod.**
 4. In conformance with WMC Section 19.20.010(E) right-of-way access needs to be extended to the upland portion of ATS 1249 between Lot 7 and Lot 8. It is a developable area but the subdivision eliminates access with the creation of Lots 6-8. There is no access from Zimovia Highway due to the highway guardrail and site distance requirements on Zimovia Highway. **Access easement has been placed across Lot 8 of the proposed subdivision.**

5. Lot 12B has been dedicated for snow removal and storage. This should be sufficient for the northern or western half of the property, but there should be a designated area for the southern or eastern portion of the property. **Lot 7 is also designated for snow removal and storage.**
6. 20' easements (10' each side) should be centered on all mutual property lines for utilities including water distribution, electrical and communications. **See note 15 on Plat.**
7. Per WMC Section 19.12.040 (6) please designate the zoning on the lots surrounding the Subdivision. Please let me know if you need those designations. **Zoning has been shown for surrounding lots.**
8. In Plat Note 10, please provide the declaration of covenants and restrictions to be recorded with the plat. Included should be the internal roadway maintenance (including snow removal), maintenance of the water treatment and distribution system, maintenance of wastewater systems. **Declaration of Covenants has been included in submittal.**

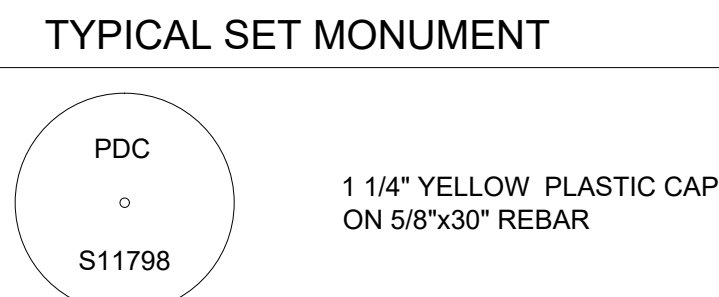
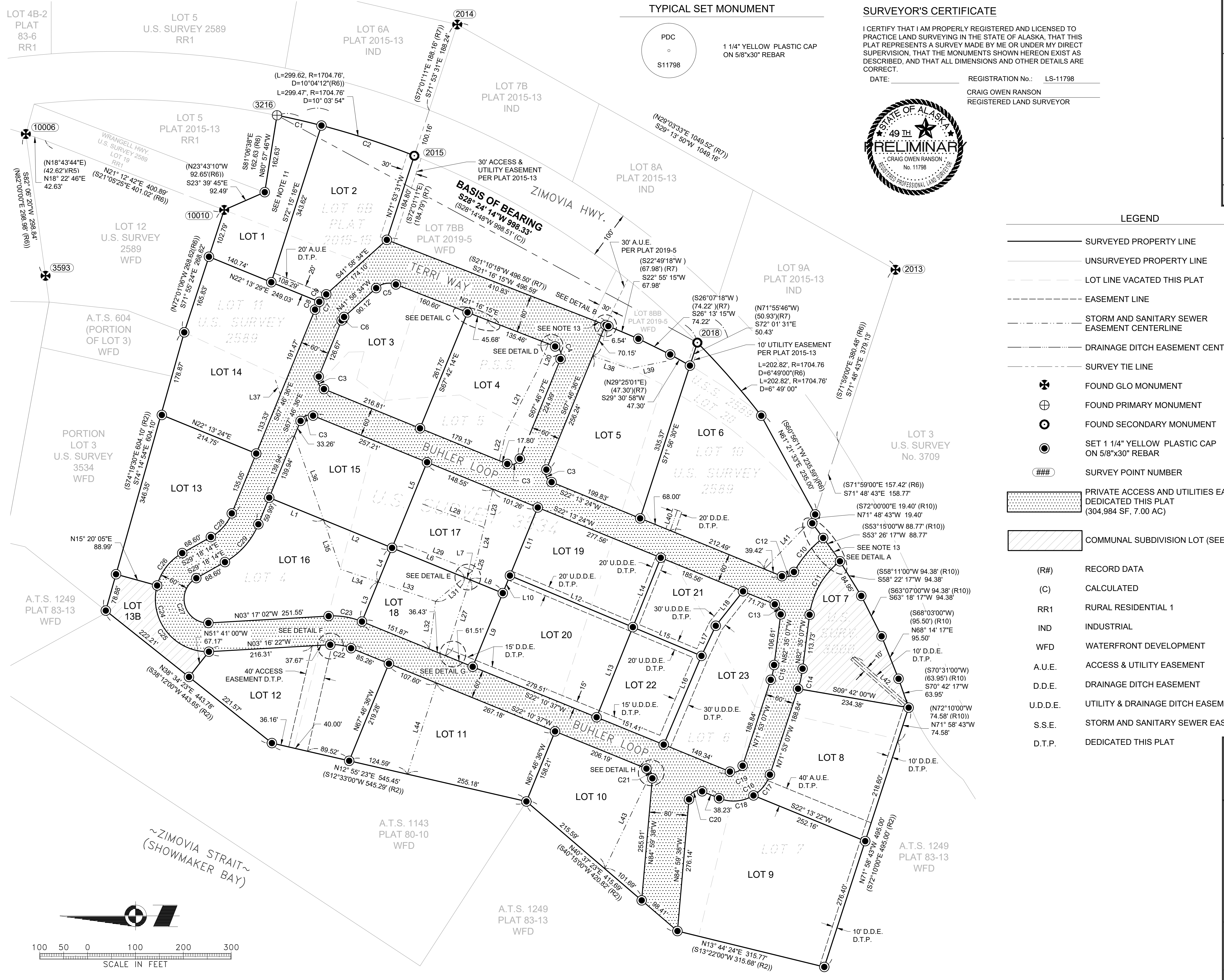
Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,



Kevin Eischens, PLS
Professional Land Surveyor
kevineischens@pdceng.com



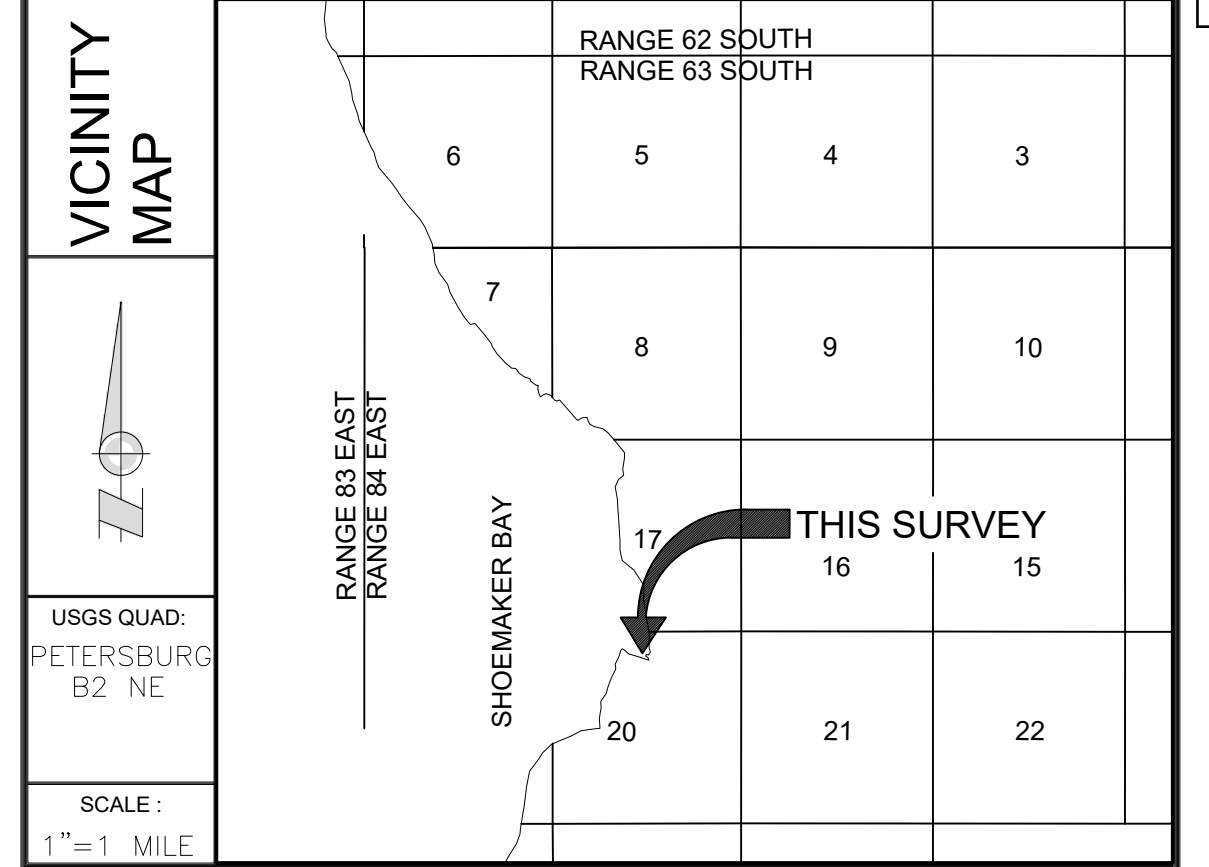


SURVEYOR'S CERTIFICATE

I 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 EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE: _____ REGISTRATION No.: LS-11798

CRAIG OWEN RANSON
REGISTERED LAND SURVEYOR



- LEGEND**
- SURVEYED PROPERTY LINE
 - - - UNSURVEYED PROPERTY LINE
 - - - LOT LINE VACATED THIS PLAT
 - - - EASEMENT LINE
 - - - STORM AND SANITARY SEWER EASEMENT CENTERLINE
 - - - DRAINAGE DITCH EASEMENT CENTERLINE
 - - - SURVEY TIE LINE
 - ⊗ FOUND GLO MONUMENT
 - ⊕ FOUND PRIMARY MONUMENT
 - ⊙ FOUND SECONDARY MONUMENT
 - SET 1 1/4" YELLOW PLASTIC CAP ON 5/8"x30" REBAR
 - ### SURVEY POINT NUMBER
 - [Pattern] PRIVATE ACCESS AND UTILITIES EASEMENT DEDICATED THIS PLAT (304,984 SF, 7.00 AC)
 - [Pattern] COMMUNAL SUBDIVISION LOT (SEE NOTE 14)
- (R#) RECORD DATA
(C) CALCULATED
RR1 RURAL RESIDENTIAL 1
IND INDUSTRIAL
WFD WATERFRONT DEVELOPMENT
A.U.E. ACCESS & UTILITY EASEMENT
D.D.E. DRAINAGE DITCH EASEMENT
U.D.D.E. UTILITY & DRAINAGE DITCH EASEMENT
S.S.E. STORM AND SANITARY SEWER EASEMENT
D.T.P. DEDICATED THIS PLAT

AREA TABLE

LOT	SQUARE FEET	ACRES
1	35,293	0.81
2	63,330	1.45
3	58,607	1.35
4	56,948	1.31
5	71,014	1.63
6	98,317	2.26
7	39,390	0.90
8	62,459	1.43
9	102,743	2.36
10	52,343	1.20
11	70,737	1.62
12	65,980	1.51
13	56,284	1.29
13B	15,861	0.36
14	79,818	1.83
15	53,469	1.23
16	70,532	1.62
17	48,262	1.11
18	41,541	0.95
19	43,069	0.99
20	56,999	1.31
21	26,045	0.60
22	31,010	0.71
23	52,489	1.20

NOTE

ALL DETAILS, LINE AND CURVE TABLES CAN BE FOUND ON SHEET 2.

PDC ENGINEERS
PLAN • DESIGN • CONSTRUCTION

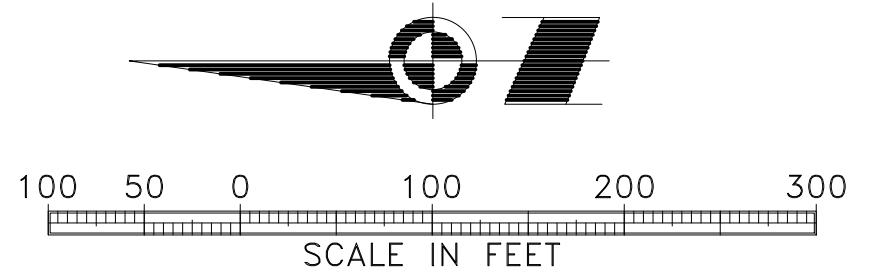
NAME OF SURVEYOR:
PDC ENGINEERS
9109 Mendenhall Mall Rd Ste 4
Juneau, Alaska 99801
PH #: (907) 780-6060
CERT. OF AUTH. #: AECC605

BUHLER INDUSTRIAL SUBDIVISION

A SUBDIVISION OF:
LOTS 6B & 9B MITCHELL-BUHLER REPLAT;
LOTS 4,5,6,7 U.S. SURVEY 3534;
LOTS 10,11,20 P.S.S. U.S. SURVEY 2589; U.S. SURVEY 3000
CONTAINING 38.1 ACRES
PROTRACTED SECTION 20,
TOWNSHIP 63 SOUTH, RANGE 84 EAST,
COPPER RIVER MERIDIAN

OWNER: BETTY BUHLER P.O. BOX 270 KELSO, WA 98626	SCALE: 1" = 100'
DRAWN: KHE/CESUPBIE/PV	COR
CHECKED: KHE	KHE/CESUPBIE/PV
DATE: APRIL 01, 2021	COR
PROJECT NO.: 19144JN	
SHEET NUMBER: 1 OF 2	

WRANGELL RECORDING DISTRICT



CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY AS RECORDED IN MINUTE BOOK PAGE _____ DATED _____, 20____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATED: _____, 2021

MAYOR, CITY & BOROUGH OF WRANGELL

ATTEST: _____ CITY CLERK

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL PLANNING COMMISSION, AND THAT SAID PLAT HAS BEEN APPROVED BY THE COMMISSION BY PLAT RESOLUTION _____ DATED _____, 20____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATED: _____, 2021

CHAIRMAN, PANNING COMMISSION

ATTEST: _____ SECRETARY

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT IT HEREBY ADOPTS THIS PLAT OF SUBDIVISION WITH ITS FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

OWNER: _____ DATE: _____

BETTY BUHLER DB AK ENTERPRISES, LLC

NOTARY ACKNOWLEDGMENT

UNITED STATES OF AMERICA)
STATE OF WASHINGTON) ss.

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 20____ BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED 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.

NOTARY PUBLIC FOR STATE OF WASHINGTON
MY COMMISSION EXPIRES _____

CERTIFICATE STATE OF ALASKA

(FIRST JUDICIAL DISTRICT)ss

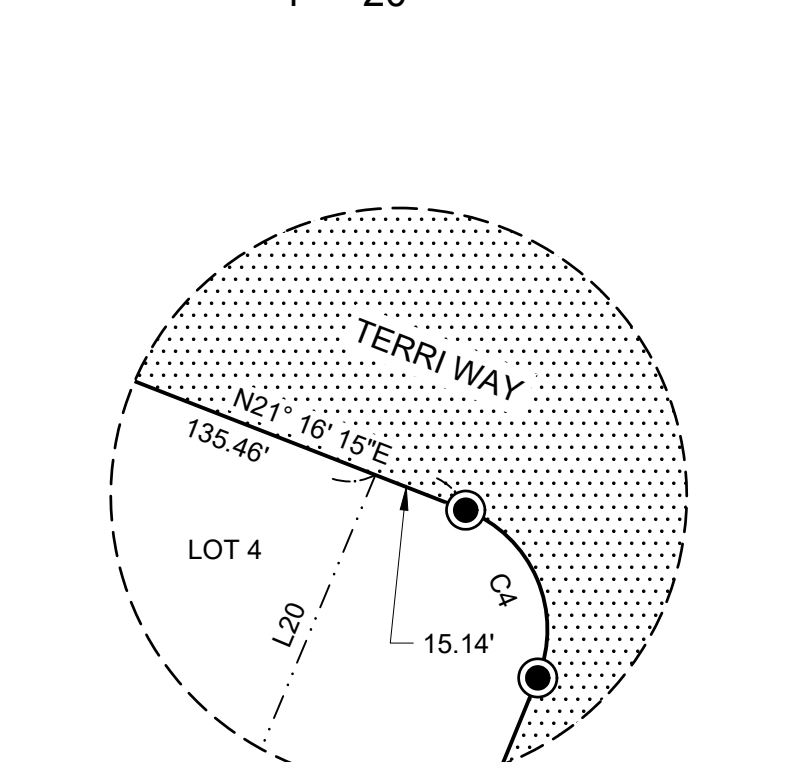
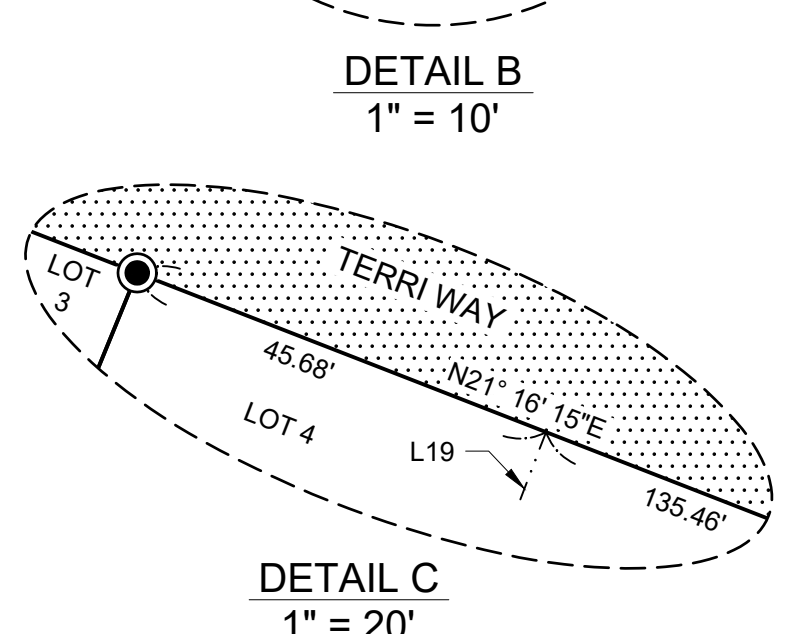
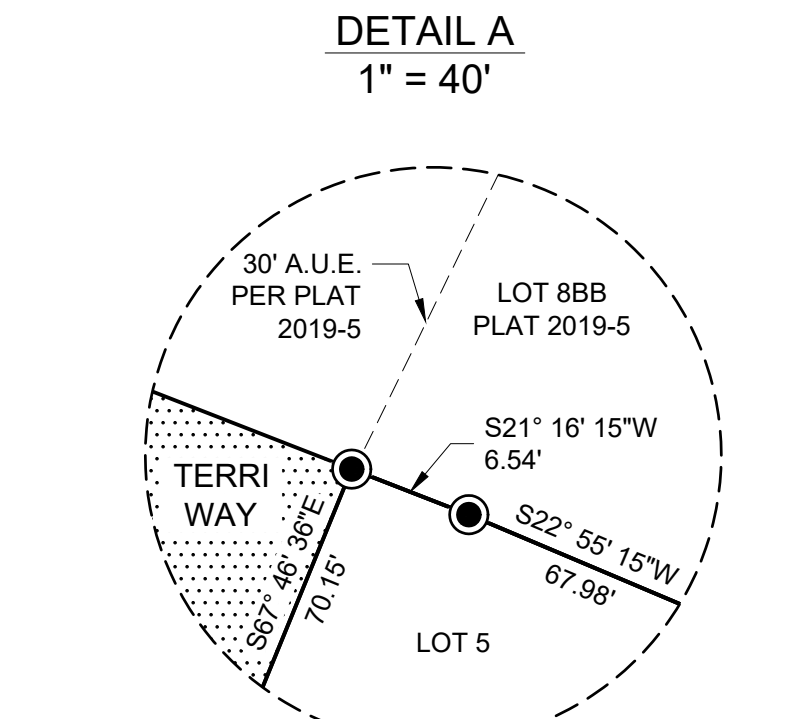
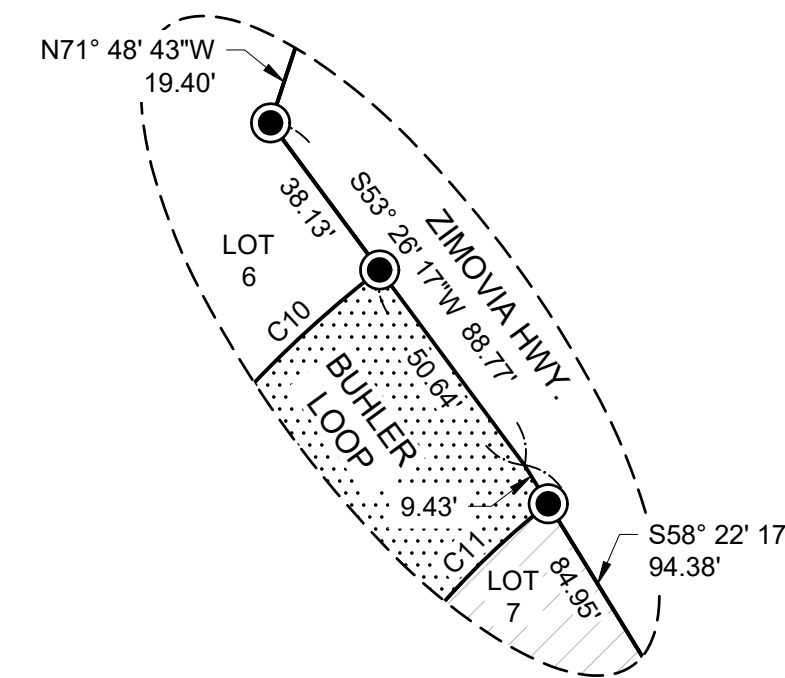
I THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND AN ACTING ASSESSOR FOR THE CITY AND BOROUGH OF WRANGELL, HEREBY CERTIFY, THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY BOROUGH OF WRANGELL, IN THE NAME OF _____

AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 20____ WILL BE DUE ON OR BEFORE OCTOBER 15, 20____ DATED THIS _____ DAY OF _____.

ASSESSOR CITY AND BOROUGH OF WRANGELL

GENERAL NOTES

- 1. THIS SUBDIVISION HAS BEEN CREATED AS AN INDUSTRIAL SUBDIVISION OF LOTS 6B & 9B, MITCHELL-BUHLER REPLAT; LOTS 4, 5, 6, 7, U.S. SURVEY 3534; LOTS 10, 11, 20, & P.S.S., U.S. SURVEY 2589; U.S. SURVEY 3000. ALL ROADS & UTILITIES WILL BE PRIVATE (NOT DEDICATED TO THE PUBLIC) FOR THE BENEFIT OF THE SUBDIVISION LOT OWNERS.
2. THE BASIS OF BEARING IS THE LINE BETWEEN THE RECOVERED MONUMENTS LOCATED AT THE NORTHEASTERLY CORNER OF LOT 6B, MITCHELL-BUHLER REPLAT, AND LOT 9B, SAME PLAT, HAVING A BEARING OF S28°24'14"W AND DISTANCE OF 998.33'.
3. ALL DISTANCES AND DIMENSIONS ARE IN U.S. SURVEY FEET AND REDUCED TO THEIR HORIZONTAL VALUES.
4. THE SURVEY EQUIPMENT UTILIZED DURING THIS SURVEY WAS TRIMBLE R8-2 GNSS ROVER AND BASE AND A TRIMBLE S-7 ROBOTIC TOTAL STATION UTILIZING STANDARD LASER MEASURING TECHNIQUES.
5. FIELD CLOSURE FOR CONVENTIONAL HORIZONTAL TRAVERSE DOES NOT EXCEED THE STATE OF ALASKA MINIMUM CLOSURE OF 1:5,000.
6. THE RTK GPS CALIBRATION AND SURVEY MEETS 95% CONFIDENCE ACCURACY LEVELS.
7. THE PRELIMINARY FIELD SURVEY WAS PERFORMED ON MAY 29 THROUGH JUNE 6, 2019.
8. THE RECORD INFORMATION UTILIZED FOR THIS SURVEY ARE:
a. (R1) U.S. SURVEY 2589, ON FILE WITH BUREAU OF LAND MANAGEMENT (BLM), DATED APRIL 20, 1945
b. (R2) U.S. SURVEY 3534, ON FILE WITH BLM, DATED MAY 2, 1957
c. (R3) PLAT NO. 80-10 (ATS 1143), WRANGELL RECORDING DISTRICT (WRD), DATED DECEMBER 12, 1980
d. (R4) PLAT NO 83-13 (ATS 1249), WRD, DATED SEPTEMBER 9, 1983
e. (R5) PLAT NO 98-2 (ADOT PROJ. NO. STP-0943(22)/70632), DATED MAY 13, 1994
f. (R6) PLAT NO. 2015-13, WRD, DATED DECEMBER 7, 2015
g. (R7) PLAT NO. 2019-5, WRD DATED MAY 21, 2019.
h. (R8) PLAT NO. 71-253, WRD, DATED AUGUST 24, 1971
i. (R9) PLAT NO. 83-6, WRD, DATED JULY 6, 1983
j. (R10) U.S. SURVEY 3000, ON FILE WITH BLM, DATED MARCH 21, 1950
k. U.S. SURVEY 3709, ON FILE WITH BLM, DATED AUGUST 10, 1959
9. THE SUBJECT PROPERTY MAY BE SUBJECT TO SPECIAL FLOOD HAZARD ZONES "V1" (BASE FLOOD ELEVATION 21.0, MLLW), AND ZONE "C", PER FIRM MAP 020098, PANEL NO. 0030 "B", DATED JUNE 15, 1982.
10. LOTS IN THIS SUBDIVISION ARE ZONED "WFD" (WATERFRONT DISTRICT).
11. A DECLARATION OF COVENANTS AND RESTRICTIONS TO BE RECORDED IN TANDEM WITH THIS SUBDIVISION.
12. ONSITE WATER WILL BE TAKEN FROM THE HOLDING POND ON LOT 1. SAID LOT 1 WILL BE DEDICATED TO WATER SUPPLY FOR THIS SUBDIVISION. A WATER FILTRATION SYSTEM WILL BE INSTALLED ON LOT 1. SAID SYSTEM WILL MEET DEPARTMENT OF ENVIRONMENTAL CONSERVATION DRINKING WATER STANDARDS.
13. ALL LOTS MUST CONFORM TO DEC ONSITE SEWER SPECIFICATIONS.
14. ACCESS FROM THE EXISTING DRIVE ACROSS LOT 8BB, PLAT 2019-5 WILL BE RESTRICTED TO ONE WAY TRAFFIC INTO THE SUBDIVISION. ACCESS TO ZIMOVIA HWY BETWEEN LOTS 5 AND 6 WILL BE TWO WAY TRAFFIC.
15. LOTS 7 AND 13B ARE DEDICATED FOR SNOW REMOVAL AND STORAGE, AND ARE COMMUNAL LOTS FOR THE BENEFIT OF THE SUBDIVISION LOT OWNERS.
16. UNLESS NOTED ON THE PLAT ALL INTERIOR SUBDIVIDING LOT LINES HAVE A 20' UTILITY EASEMENT CENTERED ON THE LOT LINE.
17. UNLESS NOTED ON THE PLAT THERE IS A 10' EASEMENT CENTERED ON THE STORM AND SANITARY SEWER EASEMENT CENTERLINE.



Line Table with columns: LINE #, BEARING, DISTANCE. Rows L1 through L20.

Line Table with columns: LINE #, BEARING, DISTANCE. Rows L22 through L44.

Curve Table with columns: CURVE #, LENGTH, RADIUS, DELTA. Rows C1 through C32.

LEGEND

- SURVEYED PROPERTY LINE
EASEMENT LINE
STORM AND SANITARY SEWER EASEMENT CENTERLINE
SET 1 1/4" YELLOW PLASTIC CAP ON 5/8"x30" REBAR
PRIVATE ACCESS AND UTILITIES EASEMENT DEDICATED THIS PLAT (304,984 SF, 7.00 AC)
COMMUNAL SUBDIVISION LOT (SEE NOTE 14)
A.U.E. ACCESS & UTILITY EASEMENT
D.D.E. DRAINAGE DITCH EASEMENT
S.S.E. STORM AND SANITARY SEWER EASEMENT
D.T.P. DEDICATED THIS PLAT

MONUMENT DETAILS

Grid of monument details for lots 2013, 2014, 2015, 2018, 3216, 3593, 10006, 10010. Each entry includes a drawing of the monument and a description of its location and condition.



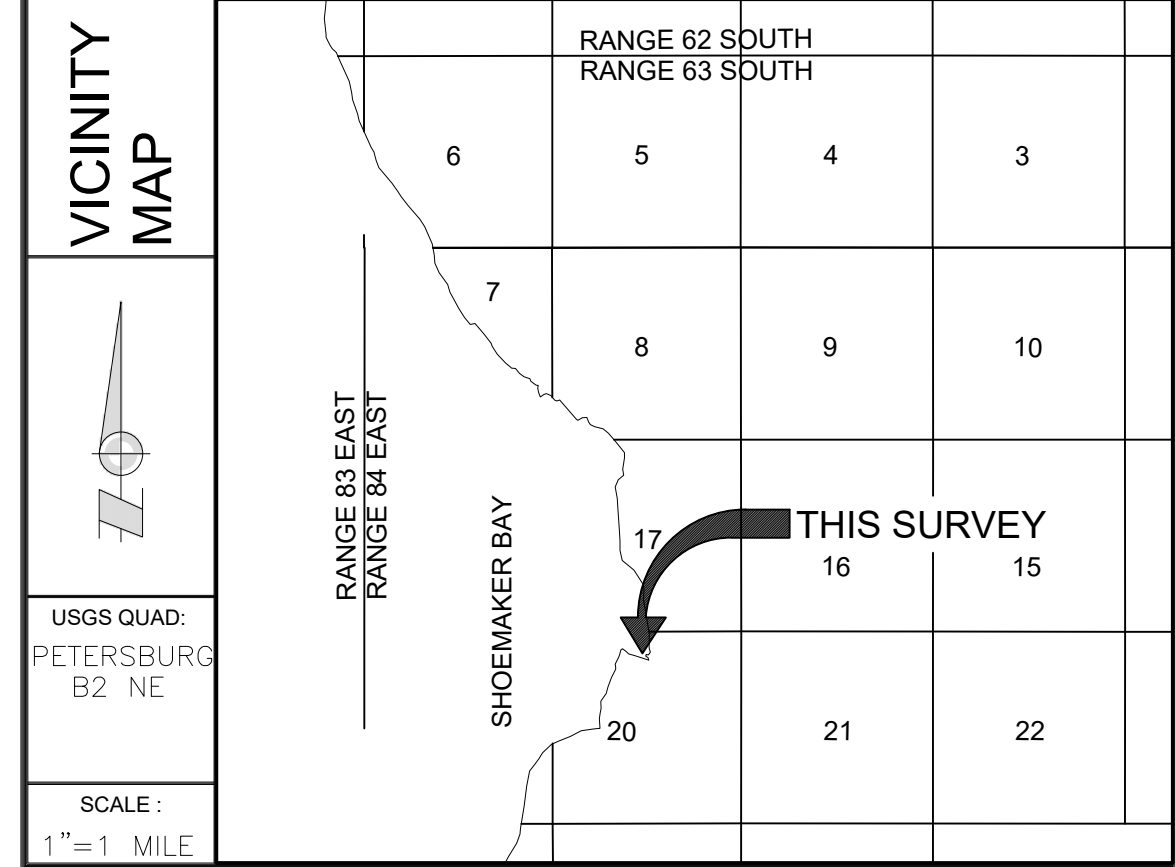
PDC ENGINEERS logo and contact information: NAME OF SURVEYOR: PDC ENGINEERS, 9109 Mendenhall Mall Rd Ste 4, Juneau, Alaska 99801, PH #: (907) 780-6060, CERT. OF AUTH. #: AECC605

BUHLER INDUSTRIAL SUBDIVISION
A SUBDIVISION OF:
LOTS 6B & 9B MITCHELL-BUHLER REPLAT;
LOTS 4,5,6,7 U.S. SURVEY 3534;
LOTS 10,11,20 P.S.S. U.S. SURVEY 2589; U.S. SURVEY 3000
CONTAINING 38.1 ACRES
PROTRACTED SECTION 20,
TOWNSHIP 63 SOUTH, RANGE 84 EAST,
COPPER RIVER MERIDIAN

OWNER: BETTY BUHLER, P.O. BOX 270, KELSO, WA 98626
SCALE: 1" = 100'
SURVEYOR: COR
DRAWN: KHE/CES/JP/EPV
CHECKED: KHE
DATE: APRIL 01, 2021
PROJECT NO.: 19144JN
SHEET NUMBER: 2 OF 2

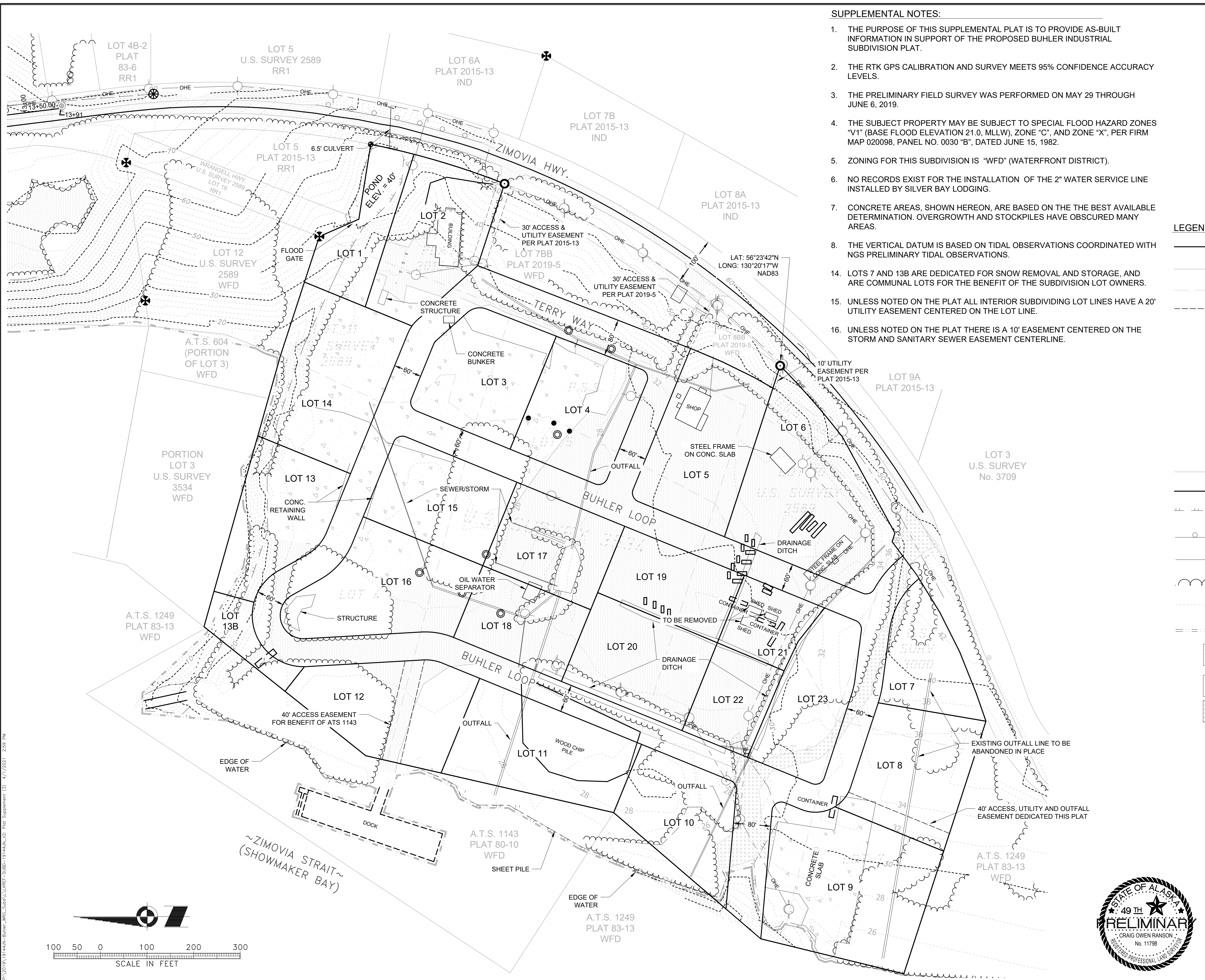
SUPPLEMENTAL NOTES:

1. THE PURPOSE OF THIS SUPPLEMENTAL PLAT IS TO PROVIDE AS-BUILT INFORMATION IN SUPPORT OF THE PROPOSED BUHLER INDUSTRIAL SUBDIVISION PLAT.
2. THE RTK GPS CALIBRATION AND SURVEY MEETS 95% CONFIDENCE ACCURACY LEVELS.
3. THE PRELIMINARY FIELD SURVEY WAS PERFORMED ON MAY 29 THROUGH JUNE 6, 2019.
4. THE SUBJECT PROPERTY MAY BE SUBJECT TO SPECIAL FLOOD HAZARD ZONES "V1" (BASE FLOOD ELEVATION 21.0, MLLW), ZONE "C", AND ZONE "X", PER FIRM MAP 020098, PANEL NO. 0030 "B", DATED JUNE 15, 1982.
5. ZONING FOR THIS SUBDIVISION IS "WFD" (WATERFRONT DISTRICT).
6. NO RECORDS EXIST FOR THE INSTALLATION OF THE 2" WATER SERVICE LINE INSTALLED BY SILVER BAY LODGING.
7. CONCRETE AREAS, SHOWN HEREON, ARE BASED ON THE THE BEST AVAILABLE DETERMINATION. OVERGROWTH AND STOCKPILES HAVE OBSCURED MANY AREAS.
8. THE VERTICAL DATUM IS BASED ON TIDAL OBSERVATIONS COORDINATED WITH NGS PRELIMINARY TIDAL OBSERVATIONS.
14. LOTS 7 AND 13B ARE DEDICATED FOR SNOW REMOVAL AND STORAGE, AND ARE COMMUNAL LOTS FOR THE BENEFIT OF THE SUBDIVISION LOT OWNERS.
15. UNLESS NOTED ON THE PLAT ALL INTERIOR SUBDIVIDING LOT LINES HAVE A 20' UTILITY EASEMENT CENTERED ON THE LOT LINE.
16. UNLESS NOTED ON THE PLAT THERE IS A 10' EASEMENT CENTERED ON THE STORM AND SANITARY SEWER EASEMENT CENTERLINE.



LEGEND

- PROPERTY BOUNDARY AND PROPOSED ROW
- UNSURVEYED PROPERTY LINE
- LOT LINE ELIMINATED THIS PLAT
- FOUND GLO MONUMENT
- FOUND SECONDARY MONUMENT
- FOUND SECONDARY MONUMENT
- SANITARY SEWER CLEANOUT
- GUY WIRE
- POWER POLE
- BOLLARD
- FIRE HYDRANT
- STORM DRAIN MARKER
- EXISTING PROPERTY LINE
- EXISTING SANITARY AND SEWER SYSTEM
- TOP OF BANK
- GUARDRAIL
- OVERHEAD ELECTRIC
- EDGE VEGETATION
- CONTOUR LINE
- EDGE OF WATER
- EXISTING ASPHALT AND GRAVEL PAD
- EXISTING CONCRETE PAD
- EXISTING GRAVEL DRIVE



PDC ENGINEERS
 NAME OF SURVEYOR:
 PDC ENGINEERS
 9109 Mendenhall Mall Rd Ste 4
 Juneau, Alaska 99801
 PH #: (907) 780-6060
 CERT. OF AUTH. #: AECC605

BUHLER INDUSTRIAL SUBDIVISION
 A SUBDIVISION OF:
 LOTS 6B & 9B MITCHELL-BUHLER REPLAT;
 LOTS 4,5,6,7 U.S. SURVEY 3534;
 LOTS 10,11,20 P.S.S. U.S. SURVEY 2589; U.S. SURVEY 3000
 CONTAINING 38.1 ACRES
 PROTRACTED SECTION 20,
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 COPPER RIVER MERIDIAN

OWNER: BETTY BUHLER P.O. BOX 270 KELSO, WA 98626	SCALE: 1" = 100' SURVEYOR: COR DRAWN: KHE/CESUPB/EPV CHECKED: KHE DATE: APRIL 01, 2021 PROJECT NO.: 19144JN SHEET NUMBER: 1 OF 1
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P:\2019\19144JN-Buhler_WC_Saba\19144JN_V2_Plat_Supplement (3) 4/17/2021 2:59 PM
 74

Date: 26 April 2021

Subject: Meeting with City and Borough of Wrangell (CBW) staff including Planning & Zoning, Electrical Department, Public Works & Fire Department to go over Wrangell Mill Site Industrial Subdivision

Attendees: Carol Rushmore at City Hall, and Zoning (Separately Met)

Tom Wetor at Public Works Office (Separately Met)

Tim Bunes at Fire Hall (Separately Met)

Rod Rhoades at Electric Department (Separately Met)

Carol, below is a brief outline and answers that we arrived at separately with the 4 individuals listed above. I'm still in the process of collecting some answers but will have a draft set of plans to you on Monday the 10th of May for your use in evaluating the Plat currently in for review with the CBW.

Water System Design

1. Can we use existing pumps and a saltwater intake for fire suppression design?
 - a. Answer – Ask the fire department – Further answer was that it is no longer a consideration since we will be connecting to City Water.
2. If we extend the city water line, can we use HDPE for water system design?
 - a. Answer – Ask Public Works – Further answer is that it is preferred and what is being installed in place of Ductile Iron Pipe in other places throughout the City system.
 - b. In speaking with Tom Wetor, extending the City water line is important to upping the low chlorine residuals at the end of the current city line.
 - i. These low chlorine residuals are currently not in compliance for drinking water standards and this is a trend that is repeated yearly.
 - ii. Extending the water line to the industrial site will allow the City to downsize the pipe and push higher chlorine residuals into residential areas where they are critically low.
 - iii. PEAK is committed to bringing an 8-inch HDPE pipe under the highway in the 12" DIP under the highway to connect to the City Water that will be extended by the CBW to this point.
 1. Need to establish some kind of commitment to make this connection between the Owner of the Mill site and the CBW.
3. What will the CBW require for Vertical and Horizontal separation of the gravity Combined Sewer Facility and the water System?
 - a. Answer – Preferred to be on opposite sides of the trench and preferably 1.5-3' of vertical separation where it crosses.
 - b. Should run locate tape with all utilities 6 inches to a foot above the top of pipe.
 - c. Pressurized water will pass either above or below at a perpendicular crossing where feasible with a minimum separation of at least 18 inches.

- i. Where not possible the water line is HDPE and will be encased in concrete for 10 to minimize any chance of cross-contamination.

Street section/design

1. Existing surfacing over much of the site is:
 - a. 16 inches of concrete where exposed
 - b. 16 inches of fractured concrete overlaid by 2-4 inches of asphalt.
 - c. Both of the above sections are over in some cases many feet of pit run rock. There is likely some smaller rock just beneath the concrete, but our suspicion is that it is likely no smaller than 3" – 0" crushed aggregate.
2. PEAK's question is this –
 - a. Do we match the existing section which in some agencies is typical, or do we provide a good working industrial application which is likely to look like:
 - i. Pit run rock
 - ii. Overlaid by a 6" depth of 3" – 0";
 - iii. Overlaid by a 6" depth of D1 rock;
 - iv. Overlaid by 2 lifts of 2" asphaltic pavement (total of 4")
 - b. You answered that the good working section for the industrial area would be sufficient.
 - c. Minimum height of cover on all pipes will be 12" from the finish grade running surface, unless tables for a given pipe suggest 18" would be required.
 - i. You indicated that this was likely to be sufficient.
3. Tim Bunes, stated that the proposal to connect to the CBW water lines would simplify supply and dependability with regards to fire flows.
 - a. Hydrants on the site to be no more than 1100' apart or no more than 550 feet from a building.
 - b. Roads and turning radii will need to be staked or painted on the hardscape on the site so that the Fire Department can approve the functionality of the road system.
 - i. An Access permit will need to be applied for once the rough draft plans are accepted and any comments regarding the same are incorporated.

Combined Sewer Outfall (CSO)

1. The existing CSO is to remain intact and all effluent to pass through this system will require an individual DEC permit for each lot.
 - a. Each lot will have its own:
 - i. 2-compartment tank sized to sufficiently meet the needs of the intended usage
 - ii. Orenco systems AX20 or similar fabric filter to secondary treat the effluent in the septic tank.
 1. This system recirculates 80 percent of the effluent back to the tank and 20 percent to the drainfield.
 2. This would be considered secondary treatment of the effluent.
2. Custom/Cast In Place (CIP) manholes will be required for those that are failing and in need of immediate replacement.
3. Open ditches are to be closed with New Storm Pipe, Precast, where possible, Inlets and CIP Manholes for connection locations.

- a. This will put all secondary treated effluent into a closed system.
- b. Manholes not directly in the lanes of traffic will not be traffic related.
 - i. Some of the manholes will be very large given the size of storm drainages onsite and it is not recommended to drive over the CIP lids. Therefore, we will put bollards around them to discourage any traffic over them.
4. We will make sure that we show an easement on the Civil drawings for the outfall pipes through the lots on the west side. They were not obvious on the plat, but we will want to show them on the Civil plans at this time. These easements are 10' wide through the lots they cross.

Storm Sewer/Drainage

1. There is one small stream flowing into a pond along the southern boundary of the property. At this point it goes underground and it appears that the pipe has failed at the outfall.
 - a. To prevent a complete failure of this pipe, it is suggested that we create an open ditch between the Buhler Mill site and the CBW property to the south.
 - b. This will serve two purposes.
 - i. Alleviate the need to replace the failing culver that is several hundred feet long, and
 - ii. Allow the city to connect their storm sewers to this ditch in the future build out of the city property to the south.
2. All other existing storm drainage patterns are to remain the same
 - a. This will minimize any mass regrading of the site.
 - b. This will simplify the drainage and the need for two outfalls requested by the DEC to disperse effluent outfall in more than one location.

Electrical System Design

1. In speaking with Rod Rhoades, we have two outlying issues. They are:
 - a. Preferred Vault type for 3 phase and single phase connections and pad mount transformer locations.
 - b. Size and number of conduits to be installed prior to pulling electric wire
2. Power line locations on the site will be shown on the electrical sheet.

BYLAWS
FOR
BUHLER INDUSTRIAL SUBDIVISION OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

Page

ARTICLE I POWERS AND OBJECTIVES.....1

1. Construct and Maintain Common Elements.....1

2. Non-profit Corporation.....1

3. Improve and Maintain Infrastructure.....1

4. Statutory Powers.....2

ARTICLE II MEMBERSHIP; VOTING; REGISTER.....2

1. Membership.....2

2. Voting.....2

3. Register of Members.....2

ARTICLE III MEETINGS OF MEMBERS.....2

1. Place.....2

2. Annual Meeting.....2

3. Special Meetings.....2

4. Notice of Meetings.....2

5. Quorum.....3

6. Adjourned Meetings.....3

7. Proxies.....3

8. Majority Vote.....3

9. Voting by Mail.....3

10. Written Ballot.....4

11. Order of Business.....4

12. Parliamentary Authority.....5

ARTICLE IV EXECUTIVE BOARD; SUBMISSION OF OFFICIAL BUSINESS.....5

1. Number: Election.....5

2. Management by Declarant/Interim Board.....5

3. Election of Final Executive Board.....5

4. Vacancies.....6

5. Removal of Directors.....6

6. Compensation.....6

7. Organization Meeting.....6

8. Regular Meeting.....6

9. Special Meetings.....7

10. Waiver of Notice.....7

11. Quorum.....7

12. Complaints and Official Business.....7

13. Standard of Care for Directors.....7

ARTICLE V OFFICERS.....7

1. Designation.....7

2. Election of Officers.....7

3. Removal of Officers.....7

4. President.....8

5. Vice President.....8

6. Secretary/Treasurer.....8

7. Other Officers, Assistants, Employees.....8

8. Compensation.....8

9. Standard of Care for Officers.....8

ARTICLE VI COMMITTEES AND MANAGER.....8

1. Committees of Directors.....8

2. Other Committees.....9

3. Delegation to Manager.....9

ARTICLE VII FEES AND DUES.....9

1. Fiscal Year.....9

2. Annual Association Dues.....9

3. Property

Assessments.....9

4. Capital Improvement Assessments and Special Maintenance

Assessments.....9

5. Annual

Assessments.....9

6. Obligation for Payment of

Assessments.....10

7. Lien of

Assessments.....10

8. Common Expense Assessments.....10

9. Individual Assessments.....10

ARTICLE VIII OBLIGATIONS OF LOT

OWNERS.....11

1. Assessments.....11

2. Rules &

Regulations.....11

ARTICLE IX HANDLING OF

FUNDS.....11

1. Accounts

.....11

2. Insurance

Account.....11

3. Reserve Account.....11

4. General

Account.....11

ARTICLE X KEEPING RECORDS AND REPORTS.....12

1. General.....12

2. Financial Reports.....12

ARTICLE XI AMENDMENTS.....12

1. Bylaws.....12

2. Effective
Date.....13

ARTICLE XII

INDEMNIFICATION.....13

1. Incorporators, Directors, Officers.....13

2. Persons.....13

ARTICLE XIII

MISCELLANEOUS.....13

1. Notice for All Purposes.....13

2. Waiver.....13

3. Limitation of Liability.....13

4. Interpretation.....14

5. Offices.....14

BYLAWS

FOR

BUHLER INDUSTRIAL SUBDIVISION OWNERS ASSOCIATION, INC.

The following are the Bylaws of the Buhler Industrial Subdivision Owners Association, Inc. (the "Association"). These Bylaws apply to the entire Buhler Industrial Subdivision, each Lot or Lot therein, and all common elements. Each Lot Owner is a member of the Association. All present and future owners, mortgagees and other encumbrancers, lessees, tenants, licensees and occupants of Lots, and their guests and employees, and any other person who may use the common elements of the Association are subject to these Bylaws, the Declaration and the rules and regulations established from time to time by the Association for the use and operation of the Association. These Bylaws have been established by the Declarant, and may be amended as provided herein.

Those terms which are capitalized are defined terms, and if not defined in these Bylaws, are as defined in the Declaration. All terms used in these Bylaws shall be as defined in the Declaration of the Common Interest Ownership for the Association filed on the ____ day of _____, 2021, in the Wrangell Recording District as Document No. 2021-00_____-0 as they may be amended from time to time, and herein referred to as the "Declaration". All the terms and provisions of the Declaration and any future amendments are incorporated by reference. The provisions of these Bylaws, which are binding upon all members, are not exclusive, as members shall also be subject to the terms and provisions of the Articles of Incorporation, Bylaws, Declaration and rules and regulations adopted by the Association. If there is any conflict between the Declaration and these Bylaws, the Declaration shall control.

POWERS AND OBJECTIVES

The powers and objectives of this Association shall be:

1. Construct and Maintain Common Elements. To construct and maintain the common elements serving those properties located within the Association through joint effort.
2. Non-profit Corporation. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Alaska and shall have such powers as are enumerated in the Articles of Incorporation, these Bylaws and the Declaration of the Association.
3. Improve and Maintain Infrastructure. To foster effective measures to improve and maintain the common areas within the Association; snow removal, road maintenance of private roads and Access Easements, construction, maintenance and operation of sewer, water and electrical utility infrastructure more particularly described in the Declaration within the Association; maintenance of drainage structures within the Association.

4. Statutory Powers. To carry out any and all powers enumerated in AS 34.08.320 (powers of lot owners' association) as amended from time to time.

MEMBERSHIP; VOTING; REGISTER

Membership. The Association shall be composed of the Owners of each lot, each of which is a Lot, who may participate through designated representatives, as set forth in the Declaration.

Voting. The aggregate voting power of all lots is twenty (20) votes. Each lot is entitled to one vote. Votes are allocated in relation to the total number of votes equal to its percentage of undivided interest in the common elements as set forth in the Declaration. Cumulative voting for directors is allowed.

Register of Members. The Executive Board of the Association shall maintain a register containing the names and addresses of all Owners of Lots, their designated representatives, any voting rights, pledges and any proxies that have been filed with the Association. Owners who sell or convey their interests in a Lot shall promptly report to the Executive Board the name and address of their successor in interest. Persons claiming membership in the Association shall, upon request, furnish the Executive Board with a copy of any documents under which they assert ownership to a Lot, or any interest therein. The Executive Board may require Owners to supply it with copies of any security instrument affecting their interests.

MEETINGS OF MEMBERS

Place. Meetings of the Association shall be held at such reasonable place as may be designated from time to time by the Executive Board.

Annual Meeting. The Association shall hold its annual meeting in the first quarter of each year at such reasonable place and time as may be designated by written notice of the Executive Board to the Owners not less than ten (10) nor more than sixty (60) days prior to the date fixed for the meeting. At the annual meeting, the Owners or their designated representatives shall elect Directors or fill vacancies in the Executive Board as provided in the Declaration and shall consider such other business as may properly come before the meeting.

Special Meetings. A special meeting of the Association may be called by the President, a majority of the Executive Board, or at the written request of the Owners having twenty percent (20%) or more of the votes. Written notice shall be given to the Owners not less than ten (10) nor more than sixty (60) days prior to the date fixed for the special meeting.

Notice of Meetings. It shall be the duty of the Secretary/Treasurer to send by prepaid United States mail a notice of each annual and special meeting to each Owner or his designated representative (and any other person entitled to notice under the Declaration or Bylaws) at such address as the Owner or other person shall have furnished in writing to the Executive Board, or, if an Owner fails to specify such address, the address of the lot owned by the Owner. The notice shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendments to the Declaration or Bylaws, changes in the previously approved budget that result in a change in assessment obligations, and any proposal to remove a director or officer. The notice shall be given to the Owners not less than ten (10) nor more than sixty (60) days prior to the date fixed for annual or special meeting. Notice of any meeting of the Association may be waived in writing at any time and is waived by actual attendance at such meeting, unless such appearance is limited expressly to object to the legality of the meeting.

Any holder of a mortgage on a lot (or any insurer or guarantor of such mortgage) will, upon written request filed with the Association, be entitled to written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Quorum. The presence in person or by proxy of Owners or their designated representatives having fifty percent (50%) or more of the votes shall constitute a quorum for the transaction of business at any meeting of the Association.

Adjourned Meetings. If any meeting of the Association cannot be held because a quorum is not in attendance, the Owners or their designated representatives present may adjourn the meeting to a later date and give notice thereof to each Owner or their designated representative (and each other person entitled to notice) in accordance with the Declaration. No amendment to the Declaration or Bylaws shall be adopted except as prescribed by the Declaration and Bylaws, and further, no amendment to these Bylaws shall be adopted unless Owners or their designated representatives holding more than two-thirds (2/3) of the interests entitled to vote in favor of such amendment.

Proxies. Any Owner or his designated representative may vote by proxy. Proxies shall be in writing, signed by the Owner or his designated representative, and filed with the Executive Board. A proxy must be for all the voting power of the lot. A Lot Owner may not revoke a proxy except by actual notice of revocation given to the President (or such other person presiding over the meeting). A proxy is void if it is not dated or purports to be revocable without notice. Unless otherwise stated in the proxy, a proxy terminates eleven (11) months after its date of issuance.

Majority Vote. Except as otherwise provided by the Declaration or these Bylaws, passage of any matter submitted to vote at a meeting or adjourned meeting duly called, where a quorum is in attendance in person or by proxy, shall require the affirmative vote of fifty-one percent (51%) or more of the total votes present in person or by proxy.

Voting by Mail. The Board may decide that voting of the members shall be by mail with respect to any particular election of the Board or with respect to adoption of any

proposed amendment to the Declaration or Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration or Bylaws, in accordance with the following procedure:

In case of election of directors by mail, the existing directors shall advise the Secretary in writing of the names of nominees for all directors to be elected and of a date not less than fifty (50) days after such advice is given by which all votes are to be received. The Secretary, within five days after such advice is given, shall give written notice to all Owners of the number of directors to be elected and of the names of the nominees. The notice shall state that any such Owner may nominate an additional candidate or candidates, not to exceed the number of directors to be elected, by notice in writing to the Secretary at the address specified in the notice, to be received on or before a specified date not less than fifteen (15) days from the date the notice is given by the Secretary. Within five (5) days after the specified date, the Secretary shall give written notice (which may take the form of a ballot) to all Owners stating the number of directors to be elected, the names of all persons nominated by the Board, the names of persons nominated by members and the date by which votes of the Owners must be received by the Secretary at the address specified in the notice. Votes received after that date will not be effective. All persons elected as directors pursuant to an election by mail shall take office effective on the date specified in the notice for the receipt of votes.

In the case of a vote by mail relating to any other matter, the Secretary shall give written notice (which may take the form of a ballot) to all Owners, which shall include a proposed written resolution setting forth a description of the proposed action and shall state that the Owners are entitled to vote by mail for or against the proposal by delivering the vote on or before a specified date not less than twenty (20) days after the notice to the address specified in the notice. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater or lesser voting requirement is established by the Declaration or Bylaws for the matter in question.

Delivery of a vote in writing to the specified address shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section.

Written Ballot. At the discretion of the Executive Board, any matter which might come before the Association at a meeting, including election of directors, may be determined by written ballot, rather than at a meeting. Ballots shall be sent to all Lot Owners in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots returned, unless approval of a specified percentage of all voting power is required by law, the Declaration or these Bylaws. The vote by ballot shall be determined by the Board within forty-eight (48) hours of the deadline for return of ballots. Within ten (10) days after the ballots have been counted, each Lot Owner shall be notified by mail or other delivery of written notice of the results of the ballot or that a quorum of ballots as not returned.

Order of Business. The order of business at meetings of the Association shall be as follows unless dispensed with or altered by motion:

Roll call

Proof of notice of meeting or waiver of notice

Minutes of preceding meeting

Reports of officers

Reports of committees

Election of Directors (annual meeting or special meeting called for such purpose)

Unfinished business

New business

Adjournment

Parliamentary Authority. In the event of a dispute, the parliamentary authority for the meetings shall be the current available edition of Roberts Rules of Order, Revised.

EXECUTIVE BOARD; SUBMISSION OF OFFICIAL BUSINESS

Number: Election. Not later than the conveyance of the first Lot in the Buhler Industrial Subdivision, the affairs of the Association shall be governed by an Executive Board composed of three (3) or more persons who shall be elected by Declarant as provided in the Declaration (the "Interim Board").

Management by Declarant/Interim Board. As provided in the Declaration, the duties of the Executive Board, prior to the election of the Interim Board, shall be carried out by the Declarant. The Declarant shall call a special meeting of the Association to be held no later than sixty (60) days after the conveyance of twenty-five percent (25%) of the lots for the purpose of electing one (1) member to the Interim Board, which shall then consist of not more than three (3) directors. Such director shall be elected by the majority vote of Lot Owners other than the Declarant, and shall serve until the final Executive Board is elected pursuant to Section 3 below.

Election of Final Executive Board. The Declarant shall call a special meeting of the Association for the purpose of electing the final Executive Board to be held no later than the earlier of:

- a. sixty (60) days after conveyance of fifty percent (50%) of the lots that may be conveyed to Lot Owners other than a Declarant; or,
- b. two (2) years after all Declarants have ceased to offer lots for sale in the ordinary course of business.

The final Executive Board elected pursuant to this section shall be composed of five (5) members as set forth in the Declaration. Not less than forty percent (40%) of the members of the final Executive Board must be elected by Lot Owners other than the Declarant. Thereafter, the Association's affairs shall be governed by the final Executive Board. During its term of office, the Interim Board (and the Declarant until the Interim Board is appointed) shall exercise the rights, duties and functions of the elected Executive Board as set forth in the Declaration and these Bylaws.

The term of office of the directors elected pursuant to this Section 3 shall be two (2) years, with three (3) directors being elected at each annual meeting during even-numbered years, and the other directors being elected at each meeting during odd-numbered years. At the special meeting provided for in this Section 3, the directors so elected shall, by drawing lots, determine whether each shall have a one or two-year term to stagger the expiration dates of the terms of the appropriate number of directors. Any director may be elected to serve for an additional term or terms.

Vacancies. Vacancies in the elected Executive Board caused by reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall serve for the unexpired portion of the previous director's term. Vacancies in the Interim Board shall be filled by the Declarant without a meeting of the Association.

Removal of Directors. At any annual meeting of the Association or special meeting of the Association called for that purpose, any one or more of the directors who have been elected by the Lot Owners or their designated representatives may be removed, with or without cause, by a two-thirds (2/3) vote of the Lot Owners (other than the Declarant) or their designated representatives present and entitled to vote at any meeting at which a quorum is present, and successors may then be elected to fill the vacancies thus created. Except for members elected by Lot Owners, the Declarant may remove members of the Interim Board with or without cause and appoint directors to fill the vacancies thus created without a meeting of the Association.

Compensation. No compensation shall be paid to directors for their services as directors.

Organization Meeting. The first meeting of the Interim Board and the elected Executive Board shall be held within ten (10) days of their appointment or election at such place as shall be fixed by agreement of the Board members, and no notice shall be necessary to the new directors in order to legally constitute such meeting, provided a majority of the Board members shall be present.

Regular Meeting. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each Director personally, by mail or by telephone at least three (3) days prior to the day fixed for such meeting, which notice shall state the time and place of the meeting.

Special Meetings. Special meetings of the Executive Board may be called by the President on three (3) days' prior notice to each Director, given personally, by mail or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President in like manner and on like notice at the written request of one (1) Director.

Waiver of Notice. Before or after any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Executive Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Quorum. At all meetings of the Executive Board, the attendance of two-thirds (2/3) of the Directors shall be required for a quorum, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Executive Board.

Complaints and Official Business. Any complaints and all official business shall be transmitted in writing, emergencies excepted, and such written business shall be submitted to the Executive Board through the President if available, and the Secretary/Treasurer if the President is not available.

Standard of Care for Directors. To the extent required by AS 34.08.330, and subject to all limitations now or hereafter included as part of that statute, each member of the Executive Board is required to exercise:

- a. if appointed by the Declarant, the care required of fiduciaries of the members; or,
- b. if elected by the members, ordinary and reasonable care.

ARTICLE V OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer, all of whom shall be elected by and from the Executive Board.

2. Election of Officers. The officers of the Association shall be elected each year and shall hold office at the pleasure of the Executive Board.

3. Removal of Officers. At any regular meeting of the Executive Board or at any special meeting called for that purpose, any officer may be removed, with or without cause, and his successor elected, upon an affirmative vote of a majority of the members of the Executive Board.

4. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Executive Board and shall have all powers and shall perform all duties usually incident to the office of President of a business corporation.

5. Vice President. The Vice President shall perform the duties of the President in the absence of the President and such other duties as may be assigned by the Executive Board.

6. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Executive Board and of the Association. He or she shall also maintain the register of Owners, designated representatives, voting rights pledges and proxies. He or she shall, in addition, perform all duties usually incident to the office of Secretary/Treasurer of a business corporation. The Secretary/Treasurer further shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

7. Other Officers, Assistants, Employees. Other officers of the Association, assistants to the officers, or persons employed to assist the officers, shall have such authority and shall perform such duties as the Executive Board may prescribe within the provisions of the applicable statutes, the Declaration, and these Bylaws.

8. Compensation. The Board may determine to pay reasonable compensation to any officer, agent, assistant or Lot Owner who performs substantial services for the Association in carrying out the management functions.

9. Standard of Care for Officers. To the extent required by AS 34.08.330, and subject to all limitations now or hereafter included as part of that statute, officers of the Association are required to exercise:

- a. if appointed by the Declarant, the care required of fiduciaries of the members; or,
- b. if elected by the members, ordinary and reasonable care.

ARTICLE VI COMMITTEES AND MANAGER

1. Committees of Directors. The Executive Board may designate one or more committees, each of which shall consist of one or more Directors. Such committees, if composed entirely of Board members, shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Executive Board in the management of the Association, but the designation of such committees shall not operate to relieve the Executive Board of any responsibility imposed upon it by law.

2. Other Committees. Other committees, not having or exercising the authority of the Executive Board in the management of the Association, may be designated by the President or by the Executive Board, and such committees may be composed of one or more members of the Association other than Board members, but each shall have one Board member as a member or chairman.

3. Delegation to Manager. The Executive Board may delegate any of its duties, powers or functions to any person or persons, to act as Manager of the Association as provided in the Declaration.

ARTICLE VII FEES AND DUES

1. Fiscal Year. The fiscal year of the Association shall be the calendar year. The annual budget shall cover the fiscal year and shall be prepared on the basis of dues payable for the coming fiscal year.

2. Annual Association Dues. The Association dues shall be approved during the annual meeting, payable on a prorated monthly basis. In addition to levying annual dues, the Association may levy special dues as the occasion merits with the approval of voting members present.

3. Property Assessments. The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual standard assessments or charges, (b) Capital Assessments for construction of improvements to common elements, and (c) special assessments, such assessments to be established and collected as hereinafter provided, and as provided in the Declaration. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4. Capital Improvement Assessments and Special Maintenance Assessments. The capital improvement assessments and special maintenance assessments levied by the Association shall be used for the construction and maintenance of common elements as determined by the Association.

5. Annual Assessments. The assessments provided for herein shall commence as to each lot on the first day of the first full month following the determination of the amount of the assessment by the Board. The Board shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board shall deem appropriate shall be sent to every Lot Owner subject thereto. The due dates for all assessments shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

6. Obligation for Payment of Assessments. Any assessment that is not paid on the date when due shall become delinquent and shall become, together with such interest thereon and cost of collection as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Lot Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or the highest rate allowable under law, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment all costs including attorneys' fees associated with collecting or enforcing payment of the assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of their Lot.

7. Lien of Assessments. The lien of the assessments provided for herein shall be senior to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. Common Expense Assessments. Declarant, for such time as it continues to be a Lot Owner, shall only be required to contribute to the annual, capital improvement or special maintenance assessments the amount which would have been duly assessed for the lots held by Declarant had those lots been sold to third parties.

9. Individual Assessments. Individual assessments shall mean a charge against a particular member of the Association and that member's Lot to reimburse the Association for costs incurred in bringing the member and his lot or lots into compliance with the provisions of the Declaration, the Articles of Incorporation and these Bylaws. This assessment shall be determined as necessary at a meeting of the Executive Board (with notice to the member whose

Lot may be levied the assessment) and shall include attorneys' fees, interest and other charges. The date of commencement of Individual Assessments shall be on the day following the meeting at which the Individual Assessments were levied.

ARTICLE VIII OBLIGATIONS OF LOT OWNERS

1. Assessments. Lot Owners are obligated to pay the annual assessments and other assessments imposed by the Association to meet all common expenses of the Lot as set forth in the Declaration, and the Executive Board shall act to establish, assess, collect and expend such assessments as therein provided.

2. Rules and Regulations. The Executive Board may, from time to time, adopt such rules and regulations (in addition to the restrictions set forth in the Declaration) as may be required for the use, occupancy and maintenance of the Common Elements and when so adopted, such rules and regulations shall be binding upon all of the Owners and occupants. Such rules and regulations shall be consistent with the Declaration and Bylaws, and, to the extent they are inconsistent, the rules and regulations shall be invalid. The Executive Board may from time to time amend any such rules and regulations.

ARTICLE IX HANDLING OF FUNDS

1. Accounts. The Association shall establish the necessary funds or accounts to properly provide for the operation and maintenance of the Common Elements. Overall superintendence of these funds shall be the responsibility of the Secretary/Treasurer of the Association. The Secretary/Treasurer shall administer the Association's accounts in such a way that the funds are secure and that signature cards at the various institutions containing the funds are current.

2. Insurance Account. The Secretary/Treasurer shall establish an interest-bearing savings account at a federally insured financial institution, this account is to be known as the Insurance Account. Each month, the Secretary/Treasurer shall first cause to be deposited in the Insurance Account an amount equal to at least one-twelfth (1/12) of the total cost of all premiums for the policy or policies that are provided for the Association.

3. Reserve Account. The Secretary/Treasurer shall establish an interest-bearing savings account at a federally insured financial institution, this account is to be known as the Reserve Account. The purpose of the Reserve Account is to provide for construction, major renovation or replacement of components of or improvements to the common areas, for financial stability during periods of special stress, and to meet deficiencies in the general funds that may occur from time to time as a result of delinquent payment of assessments, and for other contingencies. The Reserve Account shall be funded by monthly payments from the common

expense assessment, and may receive and hold funds from Capital Assessments or Special Maintenance Assessments for construction or maintenance of common elements.

4. General Account. The Secretary/Treasurer shall establish a checking account in a federally insured financial institution to be known as the General Account. This account will be the working capital account for the current operations of the Association and will normally receive all monthly assessments, and all income and other funds received by the Association. Checks shall be issued from this account for all management, maintenance, and operation expenditures necessary for the Association. Funds for the Insurance Account and Reserve Account will normally be received and deposited in the General Account and checks issued to the other accounts immediately so that an overall accounting of the funds received and disbursed by the Association is centralized in the check register of the General Account.

ARTICLE X KEEPING RECORDS AND REPORTS

1. General. The Secretary/Treasurer shall keep complete and accurate books and records prepared according to generally accepted accounting principles of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The Secretary/Treasurer shall keep such additional financial records sufficiently detailed to enable the Association to comply with its duties under AS 34.08.490, and as they may be subsequently amended. Such books and records, authorizations for payment of expenditures, audited financial statements, if any, and all contracts, documents, papers and other records of the Association shall be available for examination, upon request, by any Lot Owner or his designated representative, agent or attorney, or by any holders, insurers, and guarantors of first mortgages on any lot, during normal business hours, and under other reasonable circumstances.

2. Financial Reports. Lot Owners and holders, insurers, and guarantors of first mortgages on any Lot (“Interested Parties”) shall be entitled to inspect the books, records, and financial statements of the Association during normal business hours and under other reasonable circumstances. The Interested Parties shall be allowed to have an audited financial statement prepared for the preceding fiscal year at their expense if the Association contains fewer than fifty (50) lots and such audited financial statement is not available.

ARTICLE XI AMENDMENTS

1. Bylaws. Except as otherwise provided below and in the Declaration, the Bylaws may be amended or repealed by the Executive Board. Owners or their designated representatives having more than a majority vote may amend or repeal the Bylaws at any annual meeting or special meeting called for that purpose. The Executive Board shall not amend or repeal any Bylaws adopted by the Lot Owners or their designated representatives; and the Lot Owners or their designated representatives shall not amend the Bylaws without the Declarant’s written

consent until the Declarant has closed the sale of fifty percent (50%) of the lots. Notwithstanding the foregoing, no amendment of the Bylaws modifying, changing, limiting, altering or otherwise materially affecting the rights conferred upon the mortgagee of the Association or any mortgagee of a Lot with respect to any unsatisfied mortgage, duly recorded, shall be effective unless such amendment shall be approved in writing in advance by the holder of such mortgage.

2. Effective Date. Unless otherwise provided prior to its adoption or in the motion to adopt, an amendment shall become effective upon adjournment of the meeting at which it is adopted.

ARTICLE XII INDEMNIFICATION

1. Incorporators, Directors, Officers. The incorporators, directors, officers and members shall be entitled to indemnification, as provided in Sections AS 10.20.051(b) and AS 10.20.011 (14) of the Alaska Statutes, the provisions of which are hereby incorporated into by this reference and made a part hereof.

2. Persons. The Association may indemnify persons to the extent allowed by the Alaska Non-profit Corporations Act and shall have the power otherwise to indemnify persons for such expenses and liabilities, in such manner, under such circumstances, and to such extent as permitted by applicable law.

ARTICLE XIII MISCELLANEOUS

1. Notices for all Purposes. Any notice permitted or required to be delivered under the provisions of these Bylaws may be delivered either personally or by mail unless otherwise provided in these Bylaws. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, first-class postage prepaid. Notice to the Lot Owner his designated representative shall be sufficient if mailed to the address of record of such person, if no other mailing address in the State of Alaska has been given in writing to the Board by such person. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until an Executive Board has been appointed or elected and, thereafter, shall be given to the President or Secretary/Treasurer of the Executive Board.

2. Waiver. The failure of the Executive Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration, or of these Bylaws, or any rules and regulations established by the Executive Board, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Executive Board of any assessment from a Lot Owner, with knowledge of any such breach, shall

not be deemed a waiver of such breach, and no waiver by the Executive Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Executive Board.

3. Limitation of Liability. To the extent permitted by law, the members of the Executive Board and the Association shall not be liable for any failure of any utility or other service to be obtained and paid for by the Executive Board or for injury of damage to person or property caused by the elements, or by another owner or person; or resulting from electricity, water, rain, dust, smoke or sand which may lead or flow from outside or from any parts of the property, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other cause or place; or resulting from loss, damage, or theft of articles used or stored by Owners on the property or in lots. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common elements, or from any action taken to comply with any law, ordinance, or order of a governmental authority. This section shall not limit the liability of directors appointed by the Declarant for breach of a fiduciary duty owed to the Lot Owners. This section shall not be interpreted to impose any form of liability by any implication upon the Executive Board or upon the Association.

4. Interpretation.

The provisions of the Declaration and these Bylaws shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of this Subdivision. It is intended also that, insofar as it affects the Declaration, these Bylaws and this Association, the provisions of the Act referenced herein under which the Declaration and these Bylaws are operative, shall be liberally construed to effect the intent of the Declaration and these Bylaws insofar as reasonably possible.

When interpreting the Declaration and these Bylaws, the term “person” may include natural persons, partnerships, corporations, associations, and personal representatives. The term “mortgage” shall include a Deed of Trust or real estate contract. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires. It is intended that the terminology used herein be interpreted in conformity with the definitions and usages in the Act.

The Declarant is the original Owner of all lots and property and will continue to be deemed the owner thereof except as conveyances or documents changing such ownership regarding specifically described lots and the appurtenances thereof are filed of record.

The terminology, such as, but not limited to, the term “lot” used herein is intended to have the same meaning given in the Act as the term “unit” unless the context clearly requires otherwise.

5. Offices.

a. The registered office of this Association located in Alaska shall be that as set forth in the Articles of Incorporation, or in the most recent amendment for the Articles of Incorporation, or in the most recent statement filed with the State of Alaska, Department of Commerce, Community and Economic Development changing the registered office.

b. This Association may have other such offices, within or without the State of Alaska, as the Board may from time to time determine.

c. This Association shall have no corporate seal.

d. The Association shall keep at its registered office correct and complete copies of:

i. its Articles of Incorporation and Bylaws;

ii. account records; and,

iii. minutes of meetings of the Board and of committees having any of the authority of the Board.

ADOPTED this ____ day of _____, 20____.

_____, Director

State of Alaska
Department of Transportation and Public Facilities

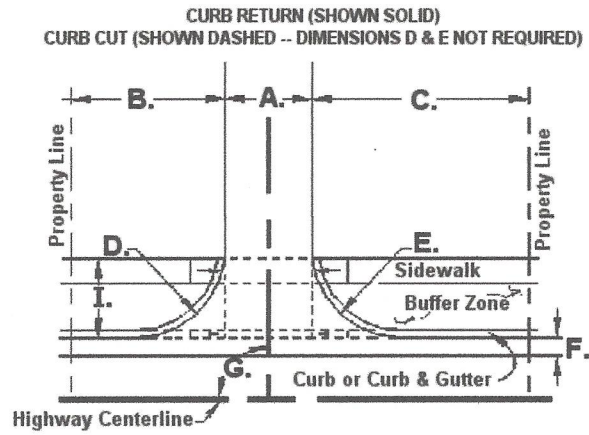
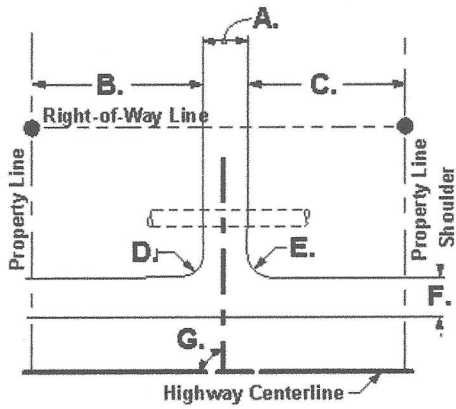
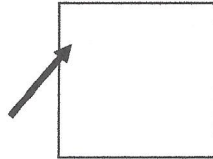
**Driveway and Approach Road
 Permit**

This permit allows the permittee to construct and maintain a driveway or approach road within a State owned highway Right of Way.

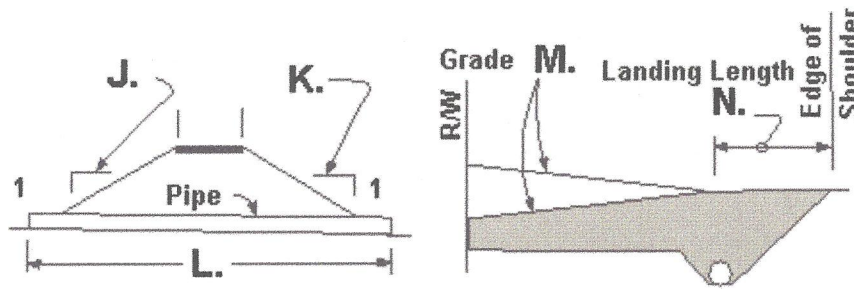
<input type="checkbox"/> Residential/Private <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Government Agency	
Applicant:	PEAK Engineering, LLC
Mailing Address:	PO Box 1976 Sitka, AK 99835
Contact Name:	Michael L Duman
E-mail Address:	mike@peakengineeringllc.com
Phone:	(907) 738-4649 Fax: _____
Driveway or Approach Road location (highway, subdivision, legal description milepost, etc.) 6.5 Zimovia Highway Wrangell 99929 2589 & 3534 6B and 9B Copper River 63S 84E 20	
Proposed or Existing:	Anticipated Completion Date:
EXISTING	12/31/2020
Number of lots served:	Max. number of vehicles in any 1 hour:
22	20
Zoning Designation:	Proposed Land Use:
WFD	Commercial

Driveway Specifications

Direction of North in relation to the drawing.



- A.** Driveway width 34 feet
- B.** Left edge clearance 193 feet
- C.** Right edge clearance 1380 feet
- D.** Left return radius 50 feet
- E.** Right return radius 50 feet
- F.** Shoulder width 5 feet
- G.** Approach angle 90 degrees
- H.** Curb type None
- I.** Curb to sidewalk distance feet



J.	Left driveway foreslope	4	:1
K.	Right driveway foreslope	4	:1
L.	Culvert length		Feet
M.	Landing grade	-2	Percent
N.	Landing length	30	Feet
O.	Culvert size		inches
P.	Culvert type	None	
Q.	Ditch depth		feet
R.	Shoulder type	Gravel	
S.	Pavement type	Gravel	
T.	Driveway surface type	Gravel	

Permittee upon signing this permit acknowledges and agrees to the following provisions:

This permit applies only to the State right of way.

This permit grants permission for a driveway allowing access to and from your property onto a State maintained highway. It does not permit the following within the right of way or within that portion of a driveway that is within the right of way: (1) Parking of vehicles "for sale"; (2) Obstructions of any kind (i.e. logs, cables, fencing, etc.); (3) Advertising signs or banners/flags; (4) Parking vehicles with signs/advertising on the side.

A driveway or approach road constructed under permit within a highway right-of-way is the property of the State, but all cost and liability arising from the construction, operation, or maintenance of a driveway or approach road is at the sole expense of those lands served. The Department is not obligated to change its maintenance practices to accommodate a driveway or approach road constructed under a permit, or to incur any additional expense removing snow berms or other obstructions from a driveway or approach road within a right of way resulting from the Department's activities, or activities under a permit issued under 17 AAC 15.

Permittee is responsible for adjusting or relocating the driveway or approach road without cost or liability to the Department if the use or safety of the highway requires that the driveway or approach road be adjusted or relocated.

This permit is not a property right but a temporary authorization, revocable by the State upon violation of any permit terms or conditions, or for other reasons. All reasonable attorney's fees and costs associated with legal or enforcement actions related to the terms and conditions of this permit will be borne by the Permittee.

Any survey monument or monument accessory that is disturbed or destroyed during construction or maintenance of the driveway will be restored or replaced by a Land Surveyor licensed in the State of Alaska.

The Permittee will be responsible for all necessary Federal, State, and Municipal permits and licenses required by law, pay all taxes and special assessments lawfully imposed upon the permitted area, and pay other fees and charges assessed under applicable law.

Placement of fill material in waters of the U.S., including wetlands and streams, requires prior authorization from the U.S. Army Corps of Engineers. It is the responsibility of the owner to contact the Corps before filling activities take place.

The Permittee shall construct and maintain a driveway in such a manner that the highway, and all of the highway's appurtenances or facilities, including drainage facilities, pipes, culverts, ditches, traffic control devices, street lights, pathways, and sidewalks are not impaired or endangered in any way by the construction or maintenance. (17 AAC 10.020(b) If you damage any improvements within the State owned right of way, you will be responsible for returning them to their previous condition. The Department will inspect and approve the restored improvements. (17 AAC 10.065)

Permittee shall indemnify, defend and hold harmless the State, and its officers, employees, and contractors, from any and all claims or actions resulting from injury, death, loss, or damage sustained by any person or personal property resulting directly or indirectly from Permittee's use of or activities in the permitted area.

Landings from all paved roads must be paved and maintained from edge of the road to the length of the landing as stipulated in this permit.

If a culvert is required by this driveway permit, culvert ends must be installed at the time of installation and maintained continuously by the owner.

No person shall place, leave or deposit upon any street, avenue, alley, sidewalk or other public right of way any snow or ice which has been removed from a private driveway, private parking area, or the adjacent property. Permittee is responsible for his snow removal contractor's actions concerning placement of snow from Permittee's property.

If driveway construction or maintenance interferes with the public's safety and/or use of facilities within State owned right of way, you will be directed to stop work until adjustments are made.

While doing construction or maintenance activities do not park equipment or stockpile material on the shoulder during non-working hours.

Permittee is responsible for sight distance clearing of brush and obstructions adjacent to their property.

Driveway landings as stipulated in the permit must be paved and maintained from pavement edge on all paved roads.

Please contact the Department for information about acceptable driveway markers (i.e., size, materials, distance, etc.) for placement within the right of way.

The State will not change its maintenance practices to accommodate your driveway or incur additional expense to clear snow berms or other obstacles resulting from the Department's activities.

Permittee upon signing this permit acknowledges and agrees to the following conditions:

Ensure minimum driveway sight distance is kept by limiting vegetation with granted permissions from DOT&PF for work in the state right of way.

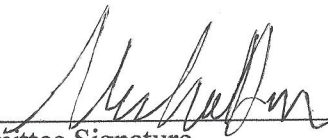
No track out or storm water spill-over is permissible onto the roadway. The permittee will ensure all track out or storm water be remediated from the traveled way during driveway installation. Dispose of debris in accordance with all federal, state, and municipal requirements. Washing or spraying track out off the roadway is prohibited.

Attachments included as part of this permit are:


REQUIRED for ALL DRIVEWAYS:


- Plat including notes of the placement of the driveway.
- Site plan.
- Proof of ownership.
- Traffic control plan.

I, Michael Duman, acknowledge that I am acting on behalf of the above named organization with the full authority to do so. I further acknowledge and accept that AK Enterprises, LLC shall comply with all the provisions and conditions that the Department of Transportation and Public Facilities has included as a condition of issuing this permit.


Permittee Signature

8/20/20
Date


DOT&PF Signature

 Digitally signed by Caleb Bizarro
Date: 2020.08.21 07:45:35 -08'00'

_____ Date

CITY AND BOROUGH OF WRANGELL, ALASKA

Item 4.

6 Mile Industrial Site. Highlighted lots are part of Buhler Industrial Subdivision



1 inch = 333.33333 feet

102 : 5/12/2021

Public Map

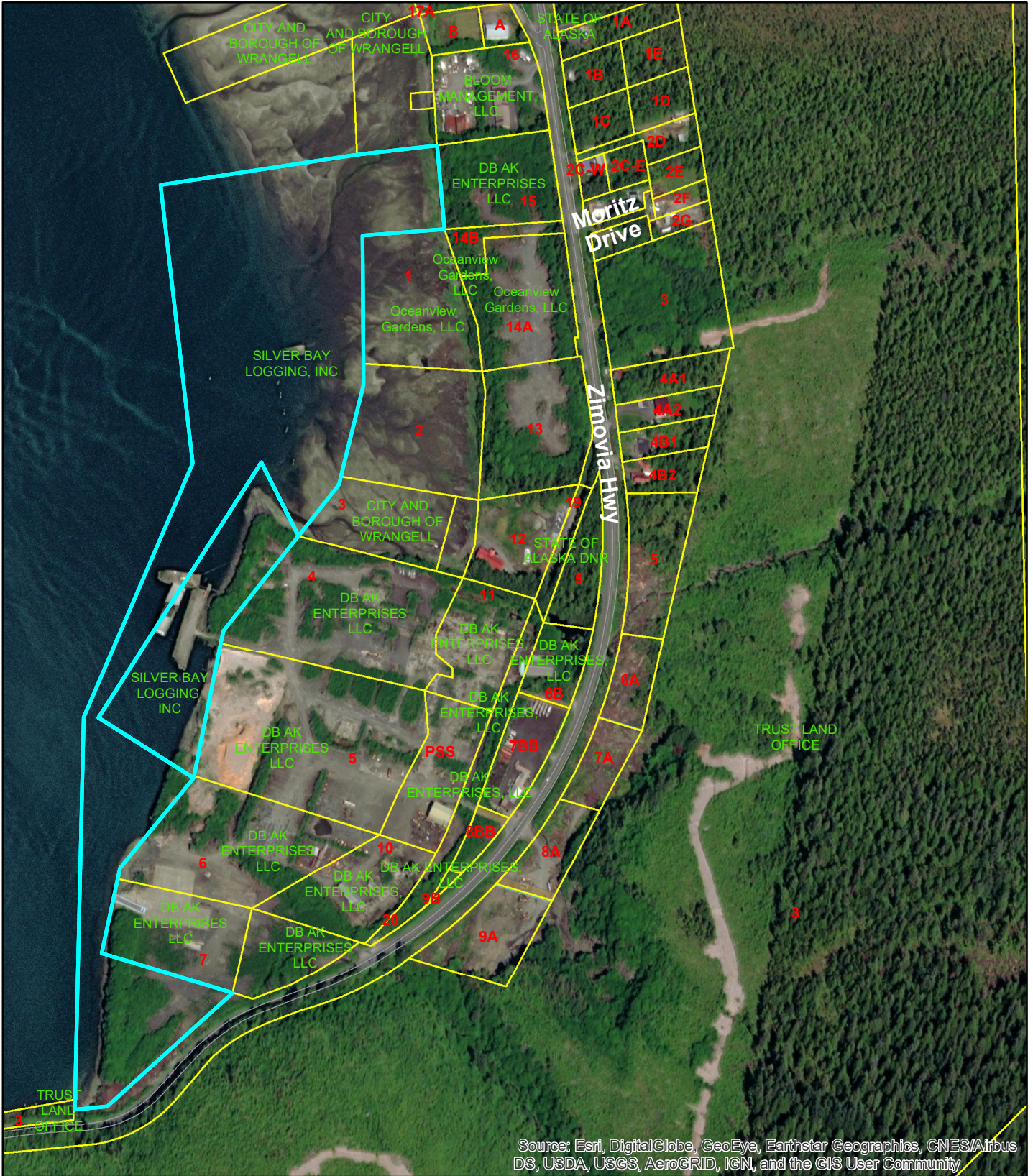


**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.
PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.**

CITY AND BOROUGH OF WRANGELL, ALASKA

Item 4.

6 Mile Industrial Site. Highlighted lots are City Tidelands leased to Silver Bay Logging Inc.



1 inch = 500 feet
Scale: 5/12/2021

Public Map



**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.
PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.**