

Record in the Petersburg Recording District.

**Amendment No. 2 to the
Land Lease Agreement
Between the Petersburg Borough Alaska - Lessor
and
Taylor Pullar and Scott Pullar, d/b/a 13 Marine – Lessee**

**For Steve Berry Lease Plat, Lease Lot 2SB, located within Lot 2, Turnaround
Subdivision, Plat 2003-13, Petersburg Recording District**

Original Lease with Alaska Yacht and Vessel Services – September 1, 2014;
Amendment No. 1 to the Original Lease - January 3, 2017;
Assignment and Assumption of Lease and Consent – September 1, 2020, recorded as document #2020-
000546-0 in the Petersburg Recording District

Effective Date of This Amendment – March 1, 2021

WHEREAS, the Original Lease, dated September 1, 2014, a copy of which is attached hereto, in Section 1.1 describes the leased area as “3,000 sq. ft. of useable land of the Turnaround Subdivision, located in the Petersburg Recording District more particularly described as Lease Lot 2SB on the attached Exhibit A, entitled Steve Berry Lease Plat, Petersburg, Alaska”; and

WHEREAS, Amendment No. 1 of the Original Lease extended the term through August 31, 2029, and the Original Lease, with Amendment No. 1. is referred to herein collectively as "the Lease"; and

WHEREAS, the Lease was assigned to Taylor Pullar and Scott Pullar, d/b/a 13 Marine (Lessee), effective September 1, 2020, under an Assignment and Assumption of Lease and Consent, a copy of which is attached hereto, with the original lessee remaining fully liable under the Lease; and

WHEREAS, Lessee has requested additional land be added to the leased parcel (20 feet additional on the North lot line and 10 feet additional on the West lot line, adding an additional 1,900 sq. ft. to the lease) in order to comply with State of Alaska fire code regulations; and

WHEREAS, the Borough’s Harbor, Fire, and Community Development Departments do not object to the request.

THEREFORE, BE IT RESOLVED, the Lease is hereby amended as follows:

1. Section 1.1 of the Lease is amended to describe the demised premises as follows:

[REDACTED], and to include a revised Exhibit A, attached hereto.

2. Sections 3.1 and 3.2 of the Lease are amended to set the revised annual rental rate, beginning upon the effective date of this Amendment, as follows:

Based on the current assessed value for the demised premises of \$21,070.00
(4,900 sq. ft. at the rate of \$4.30 per sq. ft.) x 10%:

(Two Thousand One Hundred Seven Dollars - \$2,107.00)

All other terms and conditions of the Lease remain in full force and effect.

[Signatures on following pages]

DATED THIS _____ day of _____, 2021.

LESSOR: Petersburg Borough
PO Box 329
Petersburg, AK 99833

By: _____
Stephen Giesbrecht
Borough Manager

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Stephen Giesbrecht to me known to be the Borough Manager described in and which executed the above and foregoing instrument, and acknowledged to me said instrument to be the free and voluntary act and deed of said Borough for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this instrument.

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

Notary Public for the State of Alaska.
My commission expires _____.

DATED THIS ____ day of _____, 2021.

LESSEE(S): Taylor Pullar and Scott Pullar, d/b/a 13 Marine
PO Box 1501
Petersburg, AK 99833

By: _____
Taylor Pullar

By: _____
Scott Pullar

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Taylor Pullar and Scott Pullar, each of whom executed the above and foregoing instrument, and acknowledged to me this instrument to be the free and voluntary act and deed 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 the State of Alaska
My commission expires: _____.

CONSENT

Consented to by Alaska Yacht & Vessel Services.

ALASKA YACHT & VESSEL SERVICES

By: _____
Stephen L. Berry, Owner

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2021, before me personally appeared Stephen L. Berry, to me known to be the owner of the company described herein and who executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned and on oath stated he is authorized to execute this document on behalf of said company.

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

Notary Public for the State of Alaska
My commission expires: _____.

After Recording Return To: Borough Clerk
Petersburg Alaska
PO Box 329
Petersburg, AK 99833