

## Lease Agreement with Option to Purchase

### Sockeye Parking Lot - 220 West 3<sup>rd</sup> Ave, Anchorage, Alaska 99501

This Lease Agreement with Option to Purchase (the “**Lease**”) is entered into and effective as of June [17], 2022 (the “**Effective Date**”) by and between Anchorage Community Development Authority (“**ACDA**” or “**Lessor**”) and Alaska Hotel Group, LP ( the “**Lessee**”) with respect to the “Sockeye Parking Lot” located at 220 West 3rd Ave, Anchorage, Alaska 99501, Parcel Number 002-104-09-000 and approximately 43,406 square feet in size (the “**Lot**”). ACDA and Lessee are individually referred to herein as a “Party” and collectively as the “Parties”.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lessor agrees to lease the Lot to Lessee and Lessee agrees to lease the Lot from Lessor pursuant to the terms of this Lease.
2. The term of this Lease shall be 12 months from the Effective Date (the “**Term**”).
3. Lessee shall pay \$1,000 per month in rent (“**Rent**”) to Lessor for each month of the Term. Lessor shall pay the Rent on or before the [first] day of each month (“**Due Date**”) this Lease is in effect. Upon the Effective Date, Lessee shall pay ACDA an amount equal to the pro-rata Rent for the remainder of the month plus the Rent for the following month. Thereafter, Rent shall be paid on the Due Date each month of the Term.
4. Lessee shall be responsible for all expenses related to the use of the Lot, including, without limitation utilities, taxes, maintenance, and repairs. The Lease shall be treated as a triple net lease.
5. Lessee shall have an option to purchase the Lot prior to the end of the Term (the “**Option**”) subject to the Parties entering into a mutually agreeable purchase and sale agreement (the “**PSA**”). If the Option is timely exercised, ACDA agrees to sell the Lot to Lessee for a purchase price of \$2,156,500.00 (the “**Purchase Price**”). Lessor shall offer owner financing to Lessee for a term of 3 years (the “**Loan Period**”) at a 5.75% annual interest rate with interest only payments to be paid by Lessee each month of the Loan Period. The Lessee shall pay the entire amount of the Purchase Price to ACDA on or before the end of the Loan Period. Lessor shall not apply a penalty for early payment of the Purchase Price. Lessee shall provide written notice to ACDA of its intent to exercise the Option no later than 3 months prior to the end of the Term in order for the Parties to negotiate a mutually agreeable PSA. If the Parties are unable to reach agreement on the PSA prior to the end of the Term, this Lease and the Option shall terminate.
6. The PSA shall be subject to approval by ACDA’s Board of Directors and the Anchorage Assembly as may be required by law.
7. The Parties agree that all costs incurred by each Party related to negotiating and developing this Lease and, if applicable, the PSA shall be borne by each Party.
8. Any notice required or permitted under this Lease shall be delivered by email, personal delivery or certified mail tracking, addressed to:

Lessor:

Mark Begich or Sheldon Fisher

Alaska Hotel Group, LP

445 East 5<sup>th</sup> Ave, Suite 201

Anchorage, AK 99501

ACDA:

Mike Robbins  
245 W. 5<sup>th</sup> Avenue  
Anchorage, AK 99501  
[mrobbins@acda.net](mailto:mrobbins@acda.net)

9. The Lessor will cooperate with Lessee and any third parties in vacating the easement between the Aviator Hotel and the Lot. The Lessor will allow reconfiguration, if necessary, of the Lot to meet the development plans of the Aviator Hotel during the Term.
10. In the event Lessee fails to make a Rent payment on or before the Due Date and thereafter fails to remedy any such non-payment within 5 days of written notice from ACDA, ACDA shall have the right, in its sole discretion, to terminate this Lease and the Option by providing written notice to Lessee of termination for non-payment and failure to cure.
11. This Lease shall be governed by and construed with the laws of the State of Alaska.
12. This Lease may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Lease and the Option shall not be assigned or transferred by Lessee without the approval of the Lessor. Lessor shall not unreasonably withhold their approval of transfer.
14. It is not intended by any of the provisions of this Lease to create any third-party beneficiary interest hereunder.

IN WITNESS WHEREOF, this Lease is executed by the duly authorized officers of ACDA and the Lessee.

**ACDA**

*Mike Robbins*

\_\_\_\_\_  
Signature

Mike W Robbins, Executive Director

Name, Title

**Alaska Hotel Group, LP**

*Mark Begich*

[Mark Begich \(Jul 26, 2022 09:23 AKDT\)](#)

\_\_\_\_\_  
Signature

Mark Begich Co-Manager

Name, Title

# Lot Details

Sockeye

**Height Restriction:** No Restriction  
**Hours of Operation:** Open 24 Hours  
**Public Parking Rate:** Vehicle: Mon -Fri: \$1. 25/ hr, Motorcycle: \$.50 / hr, Oversized: \$1. 50 / hr, Weekend: \$5 /1 -3hrs fr \$10/ 4 -71hr s

**Permit Rate:** \$75 Per Month (Motorcycles: \$40 Per Month)  
[apply for a permit online!](#)

**Other Services:** Oversized Parking, PayByPhone (lot code: 5992), Amenities Program, Space Rental, Validation (Learn about these services and more on the [Discounts for Services](#) Page)

**Address:** [220 W 3rd Avenue](#)

**Security Contact:** [907-297-4471](#) (24/7)

**Customer Service Contact:** [907-276-n75](#) or [info@ea.svparkalaska.com](mailto:info@ea.svparkalaska.com)

MUNICIPALITY OF ANCHORAGE

Home Residents Business Government Visitors Departments Public Safety

Departments > Finance > Property Taxes > New Search > results

Owner Information	002 104 09 00017
Parcel ID	ORIGINAL
Legal Description	BLK 23 ALT 3A
Site Address	220 W 3RD AVE
Tax District	001
Account Name	ANCHORAGE COMMUNITY DEVELOPMENT AUTHORITY
Physical Address	245 W 5th AVENUE STE 122 ANCHORAGE AK 995010000

Tax Information		2,113,100
Value before Exemptions		00
Tax before Exemptions	.00	00
Sr. Citizen/Disabled Vehicle Exemption	(.00) (if applicable)	(.00)
Residential Exemption	(.00) (if applicable)	(.00)
Tax Credit	(.00)	(.00)
TAX NET OF EXEMPTIONS / CREDITS	.00	00
First Half Tax Amount	.00	Due June 15, 2021
Second Half Tax Amount	.00	Due August 15, 2021

Mortgage Company  
 Requesting Tax Information:










# Final Sockeye Parking Signed 7.13.22

Final Audit Report

2022-07-26

Created:	2022-07-26
By:	Alisa Guzman (aguzman@easyparkalaska.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABD7Yj_FrVfbnS-hZhD8Otfw1YBtjheHd

## "Final Sockeye Parking Signed 7.13.22" History

-  Document created by Alisa Guzman (aguzman@easyparkalaska.com)  
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-  Document e-signed by Mike Robbins (mrobbins@acda.net)  
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-  Document emailed to markbegich@gmail.com for signature  
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-  Signer markbegich@gmail.com entered name at signing as Mark Begich  
2022-07-26 - 5:23:09 PM GMT
-  Document e-signed by Mark Begich (markbegich@gmail.com)  
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