

After Recording Return To:

Municipal Clerk
City and Borough of Sitka
100 Lincoln Street
Sitka, Alaska 99835

**CONSENT TO ASSIGNMENT OF LEASE BETWEEN CBS, MCG
CONSTRUCTORS, INC., AND COLASKA, INC. D/B/A SECON**

City and Borough of Sitka ("CBS" or "Owner"), of 100 Lincoln Street, Sitka, Alaska 99835, entered into the Lease Between City and Borough of Sitka and McG Constructors, Inc. for Granite Creek Lease Areas 2 and 3, dated October 12, 2022 ("Lease"), with McG Constructors, Inc. ("Lessee"), of PO Box 718, Sitka, Alaska 99835, for certain Premises as described in the Lease (Granite Creek Lease Areas 2 and 3). Lessee desires to assign the Lease to COLASKA, INC. D/B/A SECON ("Assignee"), of PO Box 32159, Juneau, Alaska 99801, and has requested of CBS consent to assignment of the Lease to Assignee, effective September 13, 2023.

CBS consents to the assignment of the Lease to Assignee in accordance with Section 8.1 of the Lease, with all rights, title, interest, obligations, and liabilities. Assignee shall be subject to all terms and conditions of the Lease, including any amendments.

CBS has been provided with all the terms of the proposed assignment and CBS hereby consents to the assignment. The Lessee and Assignee warrant that the agreed upon assignment makes no changes to the Lease.

This Consent is contingent upon the following provisions occurring before any

**Consent To Assignment Of Lease
between CBS, MCG CONSTRUCTORS, INC., AND COLASKA, INC. D/B/A SECON**

execution of this document:

1. Assignee shall provide a copy of the assignment which will be used at closing, with a copy of the executed assignment to be provided when available upon closing;
2. Assignee shall provide copies of any required licenses, permits, plans and certificates in order to perform under the Lease; and
3. Assignee shall provide the name and address of the official contact of Assignee, who shall receive all future notices required by the Lease.

This Consent is also based on the Assignee providing the following assurances by

signing this Consent:

1. Assignee will be liable under the Lease in accordance with the assignment;
2. Assignee affirms that it is legally bound by the Lease and that it will comply with all the terms and conditions contained in the Lease;
3. Assignee agrees that it is liable to indemnify and hold harmless CBS pursuant to indemnity obligations set forth in the Lease; and
4. Assignee agrees that it is liable to indemnify and hold harmless CBS pursuant to any claims, actions, or damages arising from this Consent.

This Consent was approved by the CBS Assembly at its regular meeting of September 12, 2023, with authority given to the Municipal Administrator to sign this Consent.

CBS may record and Assignee shall pay for the recording of this Consent.

Assignee may record and shall pay for the recording of the assignment.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

CITY AND BOROUGH OF SITKA

Date

By: John Leach
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, an Alaska home rule municipality, on behalf of the municipality.

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

MCG CONSTRUCTORS, INC.

Date

By: Chris McGraw
Its: Treasurer

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Chris McGraw, Treasurer of McG Constructors, Inc., an Alaskan Corporation, on behalf of the Corporation.

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

COLASKA, INC., D/B/A SECON

Date

By: Brian Maller
Its: Assistant General Manager

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Brian Maller, Assistant General Manager of COLASKA, INC., D/B/A SECON, an Alaskan Corporation, on behalf of the Corporation.

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