

**After Recording Return To:**  
Municipal Clerk  
City and Borough of Sitka, Alaska  
100 Lincoln Street  
Sitka, Alaska 99835

### **CONSENT TO ASSIGNMENT OF LEASE**

City and Borough of Sitka, Alaska ("CBS" or "Owner"), of 100 Lincoln Street, Sitka, Alaska 99835, entered into the "Lease Agreement Between City And Borough of Sitka And April Wheldon and William Akan", dated May 15, 2017 ("Lease"), with April Wheldon and William Akan ("Lessee"), of PO Box 6370, Sitka, Alaska 99835, for certain Premises as described in the Lease. Lessee desires to assign the Lease to Christian A. Scantling and Deborah N. Wynsen, husband and wife ("Assignees"), of PO Box 994, Sitka, Alaska 99835, and has requested of CBS consent to assignment of the Lease to Assignees, effective January 1, 2020.

CBS consents to the assignment of the Lease to Assignees in accordance with Section 8.1 of the Lease, with all rights, title, interest, obligations, and liabilities. Assignees 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 Assignees 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 and April Wheldon and William Akan  
to Christian A. Scantling and Deborah N. Wynsen  
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execution of this document:

1. Assignees 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. Assignees shall provide copies of any required licenses, permits, plans and certificates in order to perform under the Lease; and
3. Assignees shall provide the name and address of the official contact of Assignees, who shall receive all future notices required by the Lease.

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

signing this Consent:

1. Assignees will be liable under the Lease in accordance with the assignment;
2. Assignees affirm that it is legally bound by the Lease and that it will comply with all the terms and conditions contained in the Lease;
3. Assignees agree that it is liable to indemnify and hold harmless CBS pursuant to indemnity obligations set forth in the Lease; and
4. Assignees agree 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 December 10, 2019, with authority given to the Municipal Administrator to sign this Consent.

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

Assignees may record and pay for the recording of the assignment.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Hugh Bevan  
Its: Interim Municipal Administrator

STATE OF ALASKA            )  
                                          ) ss.  
FIRST JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Hugh Bevan, Interim Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
April Wheldon

STATE OF ALASKA            )  
                                          ) ss.  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by April Wheldon.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Akan  
**Consent To Assignment Of Lease**  
**between CBS and April Wheldon and William Akan**  
**to Christian A. Scantling and Deborah N. Wynsen**  
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