

After Recording Return To:

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

CONSENT TO ASSIGNMENT OF TIDELANDS LEASE

City and Borough of Sitka, Alaska ("CBS" or "Owner"), of 100 Lincoln Street, Sitka, Alaska 99835, entered into a TIDELANDS LEASE ("Lease") with K & R Enterprises, Inc. ("Lessee"), 300 W. 123rd Avenue, Anchorage, Alaska, 99515 of ("Lessee") for certain tidelands situated at Sitka, Alaska, described as follows:

A parcel of tidelands laying within the First Judicial District, State of Alaska, seaward of Katlian Street and Siginaka Way, being more particularly described as follows:

Beginning at Sitka Tidelands Monument Cor. No. 4; thence S 33°45'E, a distance of 225.49 ft. to Cor. No.1 of this description, the true point of beginning; thence S 33° 45'E, a distance of 179.17ft. to Cor. No. 2; thence N 49°57'15"W, a distance of 172.05 ft. to Cor. No. 3; thence N 40°02'45"E, a distance of 50.00 ft. to cor. No. 1, the true point of beginning.

Containing 4, 300 square feet, more or less.

Lessee desires to assign the Lease to Sitka Tribe of Alaska ("STA" or Assignee"), of 456 Katlian Street, Sitka, Alaska 99835, and has requested of CBS approval of and consent to assignment of the Lease to STA.

CBS consents to the assignment of the Lease to Assignee in accordance with section [2][c] 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.

**Consent To Assignment Of Lease
between CBS and K & R Enterprises to STA**

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In accordance with section [2][c] of the Lease regarding assignment, CBS has been provided with all the terms of the proposed assignment and CBS hereby approves of and 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 execution of this document:

1. Assignee shall provide a copy of the executed assignment;
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 they are legally bound by the Lease and that it will comply with all the terms and conditions contained in the Lease;
3. Assignee agrees that they are liable to indemnify and hold harmless CBS pursuant to indemnity obligations set forth in the Lease; and
4. Assignee agrees that they are 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 January 22, 2019, with authority given to the Municipal Administrator to sign this Consent.

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

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

CITY AND BOROUGH OF SITKA, ALASKA

Date

By: P. Keith Brady
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by P. Keith Brady, 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: _____

K & R ENTERPRISES, INC.

Date

By: Jay E. Kassner
Its: President

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledges before me this _____ day of _____, 2019, by Jay E. Kassner, President of K & R Enterprises, Inc., an Alaska corporation, on behalf of the corporation.

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

SITKA TRIBE OF ALASKA

Date
By: KathyHope Erickson
Its: Tribal Council Chairman
STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledges before me this_____ day of _____, 2019, by KathyHope Erickson, Tribal Council Chairman of the Sitka Tribe of Alaska, a sovereign nation, on behalf of the tribe.

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

ASSIGNMENT AND ASSUMPTION OF LEASE

This assignment and assumption is entered into between K & R Enterprises, Inc. ("Assignor"), whose address is 300 W. 123rd Avenue, Anchorage, Alaska, 99515, and Sitka Tribe of Alaska ("Assignee"), whose address is 456 Katlian Street, Sitka, Alaska, 99835.

Assignor does hereby assign and transfer all of Assignor's interest in the following leasehold estates:

- (a) Leasehold estate as provided by that certain Tidelands Lease recorded January 12, 1983 in Book 61 at Page 795, as amended by Tideland Lease Amendment recorded June 2, 1994 in Book 109 at Page 669, covering the following described premises located in the City of Sitka, First Judicial District,

City Tidelands Lease Parcel No. 1, Seaward of Block 9, Replat No. 1, Dan Moller Subdivision, Sitka Recording District, First Judicial District, State of Alaska

- (b) Leasehold estate as provided by that certain Tidelands Lease recorded June 2, 1994 in Book 109 at Page 672, covering the following described premises located in the City of Sitka, First Judicial District,

City Tidelands Lease Parcel No. 2, Seaward of Block 9, Replat No. 1 Dan Moller Subdivision

to Assignee to have and to hold the same from the date hereof, for and during all of the remainder of the term of said Lease. Assignor warrants and represents the following:

- (1) The Lease is in full force and effect;
- (2) No default exists on the part of the Assignor; and,
- (3) The Lessor has no defense, setoff, or counterclaim against Assignor.

Dated this _____ day of _____, 2019.

LESSEE/ASSIGNOR
K & R Enterprises, Inc.

ASSIGNEE
Sitka Tribe of Alaska

Jay E. Kassner, President

KathyHope Erickson, Chairman

State of _____)

Judicial District of _____)

or County of _____)

I, _____, a Notary Public in and for the State of _____, DO HEREBY CERTIFY THAT on this ____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared Jay E. Kassner, President of K&R Enterprises, Inc., known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Signed: _____

Print Name: _____

Notary Public in and for the State of _____

My commission expires: _____

State of Alaska)
)
First Judicial District)

I, _____, a Notary Public in and for the State of _____, DO HEREBY CERTIFY THAT on this ____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared KathyHope Erickson, Tribal Council Chairman of Sitka Tribe of Alaska, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Signed: _____

Print Name: _____

Notary Public in and for the State of Alaska

My commission expires: _____