

## CONSENT TO ASSIGNMENT FOR SECURITY

City and Borough of Sitka, Lessor in that certain lease dated May 1, 1994 and any amendments, assignments or supplements thereto between City and Borough of Sitka, Lessor and Sitka Tribe of Alaska Lessee, described as follows:

A parcel of tidelands lying within the First Judicial District, State of Alaska, in Sitka, Alaska and Seaward of Katlian Street and Siginaka Way, being more particularly as follows:

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

Beginning at the most southerly corner of Block 9, Replat No. 1 Dan Moller Subdivision, said corner also being the most easterly corner of this tidelands lease parcel, the true point of beginning and Corner No. 1 of this description: thence S 57° 10' W 9.67 feet to Corner No. 2; thence N 49° 57' 15" W 176.15 feet to Corner No. 3; thence N 40° 02' 45" E 13.00 feet to Corner No. 4; thence S 49° 57' 15" E 166.05 feet along the City Tidelands Lease Parcel No. 1 boundary, as previously described, to Corner No. 5; thence S 33° 45' E 13.48 feet to Corner No. 1, the true point of beginning, containing 2291 square ft. more or less.

hereby consents to the assignment for security purposes of the right, title and interest of the Lessee in the above referenced agreements to First National Bank Alaska as assigned by that certain Deed of Trust dated February 8, 2019 between Sitka Tribe of Alaska trustor, First American Title Insurance Company, trustee and First National Bank Alaska, beneficiary.

Lessor hereby agrees not to terminate said lease or take any action to enforce any claim with respect thereto without giving First National Bank Alaska 60 days prior written notice hereof and the right to cure such default within said period.

PROVIDED, that, if the Beneficiary should take possession of the property pursuant to Provision of said Deed of Trust, said Beneficiary shall keep and perform all terms, conditions, covenants and provisions of said leases and, PROVIDED further, that the Trustee's rights to sell the property pursuant to provision of said Deed of Trust shall be construed to mean the right to sell only the leasehold interest in the property and that right to sale is subject to approval by the CBS Assembly as required by said lease.

Assembly Consent: This Consent was approved by the CBS Assembly at its regular meeting of February 12, 2019, with authority given to the Municipal Administrator to sign this Consent.

Dated this       day of       , 2019.

### **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: \_\_\_\_\_

## CONSENT TO ASSIGNMENT FOR SECURITY

City and Borough of Sitka, Lessor in that certain lease dated October 27, 1982 and any amendments, assignments or supplements thereto between City and Borough of Sitka, Lessor and Sitka Tribe of Alaska Lessee, described as follows:

A parcel of tidelands lying 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 feet to Cor No. 1 of this description, the true point of beginning; then S 33° 45' E, a distance of 179.17 feet to Corner No. 2; thence N 49° 57' 15" W, a distance of 172.05 feet to Corner No. 3; thence N 40° 02' 45" E, a distance of 50.00 feet to Corner No. 1, the true point of beginning.

Containing 4,300 square feet, more or less

hereby consents to the assignment for security purposes of the right, title and interest of the Lessee in the above referenced agreements to First National Bank Alaska as assigned by that certain Deed of Trust dated February 8, 2019 between Sitka Tribe of Alaska trustor, First American Title Insurance Company, trustee and First National Bank Alaska, beneficiary. Lessor hereby agrees not to terminate said lease or take any action to enforce any claim with respect thereto without giving First National Bank Alaska 60 days prior written notice hereof and the right to cure such default within said period.

PROVIDED, that, if the Beneficiary should take possession of the property pursuant to Provision of said Deed of Trust, said Beneficiary shall keep and perform all terms, conditions, covenants and provisions of said leases and, PROVIDED further, that the Trustee's rights to sell the property pursuant to provision of said Deed of Trust shall be construed to mean the right to sell only the leasehold interest in the property and that right to sale is subject to approval by the CBS Assembly as required by said lease.

Assembly Consent: This Consent was approved by the CBS Assembly at its regular meeting of February 12, 2019, with authority given to the Municipal Administrator to sign this Consent.

Dated this       day of       , 2019.

### **CITY AND BOROUGH OF SITKA, ALASKA**

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Date

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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.

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