

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 "Tidelands Lease," dated August 1, 1988 ("Lease"), with Bradley L. Shaffer ("Lessee"), of 479 Katlian Street, Sitka, Alaska 99835, for certain Premises as described in the Lease, recorded in the State of Alaska, Sitka Recording District, on August 11, 1988, at Book 82, Pages 561-564. Lessee desires to assign the Lease to Christopher H. Balovich ("Assignee"), of 713 Lake Street, Sitka, Alaska 99835, and has requested of CBS consent to assignment of the Lease to Assignee.

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 and adjustments.

CBS has been provided with all the terms of the proposed assignment and CBS hereby consents to the assignment. 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:

**Consent To Assignment Of Lease
between CBS and Bradley L. Shaffer
to Christopher H. Balovich
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1. Assignee shall provide a copy of the executed assignment which was or will be used at 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 he is legally bound by the Lease and that he will comply with all the terms and conditions contained in the Lease;
3. Assignee agrees that he is liable to indemnify and hold harmless CBS pursuant to indemnity obligations set forth in the Lease; and
4. Assignee agrees that he 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 January 12, 2021, 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 pay for the recording of the assignment.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

CITY AND BOROUGH OF SITKA, ALASKA

Date

By: John Leach
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by John Leach, 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

Bradley L. Shaffer

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Bradley L. Shaffer.

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

Date

Christopher H. Balovich

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Christopher H. Balovich.

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