

ASSIGNMENT OF LEASE AND CONSENT

This Agreement is made as of the 21st day of MARCH, 2016,

BETWEEN the "Assignor": RACHEL LEE CHANEY, TRUSTEE OF THE RACHEL LEE CHANEY TRUST DATED NOVEMBER 29, 2012, AS AMENDED, of 40627 S.E. Kitzmiller Road, Eagle Creek, OR 97022

**AND, the "Assignee": Sammy M. Parker
Lee Roy Newton
PO Box 1364
Petersburg, AK 99833**

AND, the "Landlord": PETERSBURG BOROUGH, of P.O. Box 329, Petersburg, AK 99833.

THE ABOVE PARTIES AGREE AS FOLLOWS:

1. The Assignor is the tenant with the Landlord under the lease for:

Tidelands Parcel T-25, Subdivision of Alaska Tideland Survey No. 9; Recording No. 64-179, Book 8, Page 125, Petersburg Recording District, First Judicial District, State of Alaska

Date of Original Lease - March 1, 1989 as recorded in the Petersburg Recording District, Book 0033, Pgs 1-23 on May 2, 1989

Effective Date of Amendment #1 – March 1, 1994, recorded in book 0044, pgs 789-791

Effective Date of Amendment #2 – March 1, 1999, recorded in book 0063, pgs 412-414

Effective Date of Amendment #3 – September 10, 1999, recorded in book 0064, pgs 567-569

Effective Date of Amendment #4 – March 1, 2004, recorded document #2004-000209-0 on 3/8/2004

Effective Date of Amendment #5 – March 1, 2009, recorded document #2009-000230-0 on 4/27/2009

Effective Date of Amendment #6 – March 1, 2014, recorded document #2014-000159-0 on 3/17/2014

Effective Date of Assignment of Lease and Consent from Estate of Kathryn Anne Chaney to Rachel Lee Chaney – February 19, 2016, recorded document #

2. The **Assignor** has agreed to assign the Lease to the **Assignee** subject to approval by formal action of the Borough Assembly.
3. The **Assignor** grants and assigns to the **Assignee**:
 - A. All of the **Assignor's** interest in the Lease described in Section 1, including: the unexpired residue of the term of the Lease and every renewal of the lease; all benefits, advantages and rights of action to be derived from the Lease; annual rent payment obligations; and all the observances, performances, conditions and agreements contained in the Lease; and
 - B. All of the **Assignor's** interest in any fixtures, leasehold improvements and other chattels located on the leased premises.
4. The **Assignee** agrees that during all the residue of the term of the Lease to:
 - A. Pay rent and other amounts due under the Lease when due; and
 - B. Perform all the observances, performances, conditions and agreements contained in the Lease; and
 - C. Indemnify and save harmless the **Assignor** and the **Landlord** from all actions, suits, costs, losses, charges, damages and expenses in assumption of the Lease.
5. **Landlord** acknowledgment and consent:
 - A. The Lease is in good standing. Conditions and agreements contained in the Lease have been fully paid and performed by the **Assignor** up to the date of this agreement. There are no known existing material defaults or outstanding claims against the **Assignor** under the Lease.
 - B. The **Landlord** hereby consents to the assignment of the Lease from the **Assignor** to the **Assignee**.
6. **Effect:** This Agreement shall be binding upon the parties, their successors and assigns. The Agreement shall be governed by the laws of Alaska, the laws of the United State of America and the Petersburg Municipal Code, as applicable.

IN WITNESS WHEREOF, the parties duly execute this Agreement as of the day and year first written above.

**Rachel Lee Chaney, Trustee of the
Rachel Lee Chaney Trust dated
November 29, 2012, as amended,
or the successor(s) in trust**
Assignor

By *Rachel L Chaney*
Rachel L. Chaney
Personal Representative

STATE OF OREGON)
) ss:
County of Clackamas)

THIS IS TO CERTIFY that on this 23 day of March, 2016, before me, the undersigned, a notary public in and for the State of Oregon, duly commissioned and sworn, personally appeared **Rachel Lee Chaney**, to me known to be the Trustee of the Rachel Lee Chaney Trust dated November 29, 2012, as amended, or the successor(s) in trust, the person described in and who executed the above and foregoing instrument; who acknowledged to me that she signed and sealed the same as such Trustee for and on behalf of said Trust, freely and voluntarily, for the uses and purposes therein mentioned and, on oath, stated that she was duly authorized to execute said instrument under and pursuant to the Rachel Lee Chaney Trust dated November 29, 2012, as amended, or the successor(s) in trust.

WITNESS my hand and official seal the day and year in this certificate first above written.



Shawna A. Weeks
Notary Public for Oregon
Commission expires: August 4, 2017

Sammy M. Parker
Lee Roy Newton
Assignee

By Sammy Parker
Sammy M. Parker

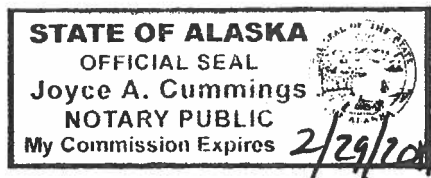
By Lee Roy Newton by Sammy
Lee Roy Newton by Sammy M. Parker,
Power of Attorney Parker

By Sammy Parker his
attorney in fact

his attorney
in fact

STATE OF ALASKA)
) ss:
First Judicial District)

THIS IS TO CERTIFY that on the 21ST day of MARCH, 2016, before me personally appeared, Sammy M. Parker, Individually and as Attorney In Fact for Lee Roy Newton to me known to be the who executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned and on oath stated he/she is authorized to execute this document.



Joyce A. Cummings
Notary Public in and for the State of Alaska,
Residing at Petersburg
Commission expires: 2/29/2016

Petersburg Borough
Landlord

By _____
Stephen Giesbrecht
Manager

STATE OF ALASKA)
) ss:
First Judicial District)

On the _____ day of _____, 2016, before me personally appeared **Stephen Giesbrecht**, to me known to be the Borough Manager for the Petersburg Borough and which executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the Petersburg Borough for the uses and purposes therein mentioned and on oath stated he is authorized to execute this document on behalf of the Petersburg Borough.

Notary Public in and for the State of Alaska,
residing at Petersburg
Commission expires: _____

After recording, return to: Borough Clerk
Petersburg Borough
PO Box 329
Petersburg, AK 99833