

Record in the Petersburg Recording District

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

This Agreement is made **BETWEEN:**

the “**Assignors**”: **Sammy Parker and Lee Roy Newton**
 PO Box 1364
 Petersburg, AK 99833

AND, the “Assignees”: **Seaira Reno and Franz Schonberg**
 PO Box 1434
 Petersburg, AK 99833

AND, the “Lessor”: **Petersburg Borough**
 PO Box 329
 Petersburg, AK 99833

hereinafter collectively, the "parties".

THE PARTIES AGREE AS FOLLOWS:

1. The **Assignors** are the current Lessees with the **Lessor** under the lease for:

Tidelands Lease Parcel T-25, a subdivision of A.T.S. 9, Petersburg Recording District, First Judicial District, State of Alaska

Original Lease - Effective Date: March 1, 1989 as recorded in the Petersburg Recording District, book 0033, Pgs 1-23 on May 22, 1989

Amendment #1 - Effective Date: March 1, 1994, recorded in the Petersburg Recording District, book 0044, pgs 789-791

Amendment #2 – Effective Date: March 1, 1999, recorded in the Petersburg Recording District, book 0063, pgs 412-414

Amendment #3 – Effective Date: September 10, 1999, recorded in the Petersburg Recording District, book 0064, pgs 567-569

Amendment #4 – Effective Date: March 1, 2004, recorded in the Petersburg Recording District, document #2004-000209-0

Amendment #5 – Effective Date: March 1, 2009, recorded in the Petersburg Recording District, document #2009-000230-0

Amendment #6 – Effective Date: March 1, 2014, recorded in the Petersburg Recording District, document #2014-000159-0

Assignment of Lease and Consent from Estate of Kathryn Anne Chaney to Rachel Lee

Chaney – Effective Date: February 19, 2016, recorded in the Petersburg Recording District, document #2016-000135-0
Assignment of Lease and Consent from Rachel Lee Chaney to Sammy M Parker and Lee Roy Newton – Effective Date: March 21, 2016, recorded in the Petersburg Recording District, document #2016-000225-0
Amendment #7 – Effective Date: March 1, 2019, recorded in the Petersburg Recording District, document #2019-000330-0

(hereinafter collectively referred to as the "Lease")

2. The **Assignors** hereby transfer and assign to the **Assignees**:

A. All of the **Assignors'** right, title and 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 **Assignors'** interest in any fixtures, leasehold improvements and other chattels located on the leased premises.

This assignment is subject to all terms and conditions set forth in the Lease, and to consent by the **Lessor** by formal action of the Borough Assembly.

Assignors agree that, notwithstanding the assignment of the Lease and the consent of **Lessor** thereto, **Assignors** shall remain fully liable for all obligations of the Lessee under the Lease coming due or to be performed after the date of the assignment.

3. The **Assignees**, jointly and severally, hereby assume all obligations of **Assignors** subject and pursuant to the terms and conditions of the Lease, including without limitation the obligations to:

A. Pay rent and other amounts due under the Lease when due;

B. Perform all the observances, performances, conditions and agreements contained in the Lease; and

C. Indemnify and save harmless the **Lessor** from all actions, suits, costs, losses, charges, damages, liabilities, claims, demands, and expenses under the Lease.

4. **Lessor** acknowledgments and consents:

A. The Lease is in good standing. To the best of Lessor's knowledge, the conditions and agreements contained in the Lease have been duly paid and performed by the **Assignors** up to the date of this Agreement, and there are no known existing material defaults or outstanding claims against the **Assignors** under the Lease.

B. The **Lessor** hereby consents to the assignment of the Lease from the **Assignors** to the **Assignees**. This Consent is a consent only to such direct assignment from **Assignors** to **Assignees** and is not a consent to, nor a waiver of, any requirement to obtain **Lessor's** consent to

any other or further assignment of the Lessee's interest in the Lease. It is expressly agreed that this Consent shall not affect any duty, obligation or liability imposed on **Assignors** under the Lease.

5. **Notices.** Any notices, requests, demands, and other communications under this Agreement and the Lease shall be given in accordance with the provisions of section 15.2 of the Lease, to the addresses set out above.

6. **Effect:** This Agreement shall be binding upon the parties, their successors and assigns. This Agreement shall be governed by the laws of the State of Alaska the laws of the United State of America and the Petersburg Municipal Code, as applicable.

7. **Recording:** The parties agree that this Agreement may be recorded and shall constitute a notice or memorandum of lease for purposes of notifying the public as to the terms of the Agreement.

8. **Execution:** The persons executing this Agreement represent and warrant that each is authorized to execute and enter into this Agreement on behalf of the party for whom s/he has signed and that this Agreement is binding on such party without further action or approval.

9. **Effective Date.** This Agreement shall be effective upon the date of the last signature below.

10. **Counterparts.** This Agreement may be executed by the parties hereby in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

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

[Signatures on following pages]

ASSIGNORS

By:_____

Sammy Parker

and

By:_____

Lee Roy Newton

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2020, before me personally appeared Sammy Parker, to me known to be the person described herein and who executed the above and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2020, before me personally appeared Lee Roy Newton, to me known to be the person described herein and who executed the above and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

ASSIGNEES

By: _____

Seaira Reno

and

By: _____

Franz Schonberg

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2020, before me personally appeared Seaira Reno, to me known to be the person described herein and who executed the above and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2020, before me personally appeared Franz Schonberg, to me known to be the person described herein and who executed the above and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

PETERSBURG BOROUGH

By: _____
Stephen Giesbrecht, Manager

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2020, before me personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, and who executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the Borough for the uses and purposes therein mentioned, and on oath stated he is properly authorized to execute this document on behalf of the Borough.

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

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