

Record in the Petersburg Recording District

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

This Agreement is made as of the _____ day of _____, 20__.

BETWEEN the “Assignor”: **Patricia Magill Stevens and the Estate of Frederick S. Magill**
895 Ann Street
Harbor Springs, MI 49740

AND, the “Assignee”: **Don Huse**
PO Box 373
Petersburg, AK 99833

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

THE ABOVE PARTIES AGREE AS FOLLOWS:

1. The **Assignor** is the Lessee with the **Lessor** under the lease for:

Magill Estate Tidelands Lease 8,526 sf of Tideland, Seaward of T-1, T-2 & T-3, ATS9

- Date of Original Lease – February 1, 1984, not recorded
- Amendment #1 dated June 23, 1993, effective February 1, 1989 and recorded in book 0041 pages 614-621 on June 30, 1993
- Amendment #2 dated January 18, 1994 and recorded in book 0043 pages 661-664 on February 16, 1994
- Amendment #3 dated April 22, 1999 and recorded in book 0063 pages 409-411 on April 27, 1999
- Amendment #4 dated February 26, 2004 and recorded as document #2004-000207-0 on March 8, 2004
- Amendment #5 dated February 27, 2009 and recorded as document #2009-000231-0 on April 27, 2009

- Amendment #6 dated February 1, 2014 and recorded as document #2019-000130-0 on March 11, 2019
 - Amendment #7 dated February 1, 2019 and recorded as document #2019-000365-0 on June 25, 2019
2. The **Assignor** has agreed to assign the Lease to the **Assignee** subject to approval by the **Lessor** 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.

Assignor agrees that, notwithstanding the assignment of the Lease and the consent of Lessor thereto, Assignor 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.

4. The **Assignee** hereby assumes all obligations of **Assignor** subject and pursuant to the terms and conditions of the Lease, and agrees 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 **Lessor** from all actions, suits, costs, losses, charges, damages and expenses in assumption of the Lease.
5. **Lessor** acknowledgments and consents:
 - A. The Lease is in good standing. To the best of Lessor's knowledge, conditions and agreements contained in the Lease have been duly 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 **Lessor** hereby consents to the assignment of the Lease from the **Assignor** to the **Assignee**. This Consent is a consent only to such direct assignment from **Assignor** to **Assignee** 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 Assignor under the Lease.

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.

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.

(Signature pages to follow)

ASSIGNEE:

Don Huse

By: _____
Don Huse

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2022, before me personally appeared Don Huse, to me known to be the assignee of the tidelands lease 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

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

LESSOR:

PETERSBURG BOROUGH

By: _____
Stephen Giesbrecht, Manager

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2022, before me personally appeared Stephen Giesbrecht, to me known to be the 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 said corporation 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

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

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