

**After Recording in the Valdez
Recording District, Return to:**

City of Valdez
P.O. Box 307
Valdez, AK 99686
Attn: Planning Department

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

The Estate of Betty Wells (hereinafter “Assignor”) is the successor lessee to Max and Betty Wells (hereinafter “Original Lessees”) and leases the premises (hereinafter “Premises”) known as 8,400 square feet of a Portion of USS 495 Tidelands, as described in that certain Tidelands Lease dated December 11, 2001 (the “Lease”), by and between the City of Valdez (“Lessor”) and Original Lessees, made of record by (i) a Memorandum of Lease (the “Memorandum”) recorded on December 28, 2001 at Book 147, Page 742, records of the Valdez Recording District, Third Judicial District, State of Alaska, (ii) an Assignment of Leasehold Interest by Personal Representative recorded on January 29, 2010 as Document No. 2010-000074-0, records of the Valdez Recording District, Third Judicial District, State of Alaska, and (iii) Lease Amendment No. 1 City of Valdez and Betty J. Wells, recorded on September 4, 2012 as Document No. 2012-000685-0, records of the Valdez Recording District, Third Judicial District, State of Alaska (collectively, the Lease and the documents described in (i), (ii) and (iii), above are referred to herein as the “Lease”). Betty Wells died on February 23, 2013, and Jason C. Wells has been appointed as the personal representative of her estate in Case No. 3AN-13-00647PR.

The Assignor, acting by and through its personal representative, Jason C. Wells, effective as of the date of recordation of this Assignment and Assumption of Lease Agreement (“Assignment”), hereby assigns all of Assignor’s rights, title, and interest in the Lease to Crowley Fuels LLC (“Assignee”), a Delaware limited liability company whose address is 201 Arctic Slope Ave., Anchorage, AK 99518, subject to all the conditions and terms contained in the Lease. Assignee hereby assumes and agrees to perform all duties and obligations required of a Lessee under the Lease and to pay all liabilities and obligations that become due and

By: _____
Name: _____
Title: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this _____ day of _____ 2018, before me, a Notary Public in and for the State of Alaska, personally appeared _____, to me known to be the _____ of CROWLEY FUELS LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for _____
My commission expires: _____

CONSENT TO ASSIGNMENT AND ESTOPPEL CERTIFICATE

The City of Valdez hereby consents to the assignment of the above-referenced Lease from The Estate of Betty Wells to Crowley Fuels LLC. This Consent to Assignment ("Consent") shall not be deemed to be a consent to any further or subsequent sublease or assignment. This Consent is given without waiving any right or action, or releasing the Assignor from any liability or responsibility under the above-referenced Lease.

In addition, pursuant to paragraph 15.01 of the Lease, the City of Valdez hereby certifies that:

1. The documents that constitute the Lease consist of only the following: (i) the Tidelands Lease dated December 11, 2001, by and between the City of Valdez ("Lessor") and Max and Betty Wells ("Original Lessees"), (ii) the Memorandum of Lease recorded on December 28, 2001 at Book 147, Page 742, records of the Valdez Recording District, Third Judicial District, State of Alaska, (iii) the Assignment of Leasehold Interest by Personal Representative recorded on January 29, 2010 as Document No. 2010-000074-0, records of the Valdez Recording District, Third Judicial District, State of Alaska, and (iv) the Lease Amendment No. 1 City of Valdez and Betty J. Wells, recorded on September 4, 2012 as Document No. 2012-000685-0, records of the Valdez Recording District, Third Judicial District, State of Alaska.
2. The Lease is in full force and effect.
3. The City of Valdez is not aware of any existing defaults under the Lease.
4. Annual rent due under the Lease has been paid through November, 2017.

CITY OF VALDEZ

APPROVED:

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

By: _____

Name: Elke Doom

Title: City Manager

Date: _____

APPROVED AS TO FORM:

BRENA, BELL AND CLARKSON

Attorneys for City of Valdez

Jake W. Staser

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2018, before me, a Notary Public in and for the State of Alaska, personally appeared Elke Doom, to me known to be the City Manager of the City of Valdez, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

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