

THIRD AMENDMENT TO THE LEASE AND OPERATING AGREEMENT FOR CENTRAL PENINSULA HOSPITAL, HERITAGE PLACE, KENAI HEALTH CENTER, AND OTHER HEALTH FACILITIES

This agreement is by and between Central Peninsula General Hospital, Inc., an Alaska nonprofit corporation, of 250 Hospital Place, Soldotna, Alaska 99669, hereinafter referred to as “CPGH, Inc.” and the Kenai Peninsula Borough (“KPB”), an Alaska municipal corporation of 144 N. Binkley, Soldotna, Alaska 99669, hereinafter referred to as “Borough,” collectively referred to as the parties.

WHEREAS, effective January 1, 2008, the parties entered into a lease and operating agreement for Central Peninsula Hospital, Heritage Place, Kenai Health Center and other health facilities; and

WHEREAS, the lease and operating agreement in Section 2 lists the leased facilities; and

WHEREAS, in Ordinance 2010-19-__ the Kenai Peninsula Borough assembly authorized the purchase of three parcels of real property from Earl and Alice Mundell for hospital campus operations, medical office space and other hospital uses; and

WHEREAS, it would be appropriate to list the acquired properties in the lease and operating agreement to clarify that they are also leased to and will be operated by CPGH, Inc.; and

WHEREAS, the two commercial office buildings included in the subject real properties contain a number of office space tenant leases that CPGH, Inc. is responsible for managing and this amendment effects the transfer of those tenant leases to CPGH, Inc. as provided for in Section 29 of the lease and operating agreement; and

WHEREAS, in Ordinance 2010-19-__ the KPB assembly authorized the mayor to amend the lease and operating agreement to include these additional properties and transfer of tenant leases;

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. That Section 2 of the Lease and Operating Agreement is hereby amended to read as follows:
2. DESCRIPTION OF LEASED FACILITIES. Lessor leases the following described property to the Lessee/Operator (hereinafter the “Medical Facilities”) for the term of this agreement and any extension thereof:

a. The Central Peninsula Hospital and its grounds, located at 250 Hospital Place, Soldotna, Alaska, more particularly described as:

Lot 1, Central Peninsula General Hospital Subdivision, filed under Plat No. 2005-52, in the Kenai Recording District, Third Judicial District, State of Alaska.

and

Lot Six (6), Block Two (2), ASPEN FLATS SUBDIVISION, ADDITION NO. 5, according to Plat K-1643, Kenai Recording District, Third Judicial District, State of Alaska.

b. The Kenai Health Center and its grounds, located at 630 Barnacle Way, Kenai, Alaska, more particularly described as:

Lot 2, Block 1, according to the Amended Plat of Block One First Addition Etolin Subdivision, filed under Plat No. 73-14, in the Kenai Recording District, Third Judicial District, State of Alaska.

c. The Heritage Place and its grounds, located at 232 Rockwell Avenue, Soldotna, Alaska, more particularly described as:

Lot 2, Davidhizar Subdivision, according to the official plat thereof, filed under Plat Number 83-162, Records of the Kenai Recording District, Third Judicial District, State of Alaska.

and

Tract "A", GREEN ESTATES SUBDIVISION, 2009 ADDITION, according to Plat No. 2009-30, Kenai Recording District, Third Judicial District, State of Alaska.

d. The Serenity House and its grounds, located at 47480 Kristina Way, Kenai, Alaska, more particularly described as:

SW 1/4 SE 1/4 Section 23, Township 5 North, Range 11 West, Seward Meridian, Alaska, Kenai Peninsula Borough, Kenai Recording District, Third Judicial District, State of Alaska.

e. A two story medical office building commonly known as the Mundell Building and its grounds, located at 245 North Binkley Street, Soldotna, Alaska, more particularly described as:

Lot 4-A Peninsula Medical Center Subdivision No. 2, according to Plat No. 84-103, Kenai Recording District, Third Judicial District, State of Alaska.

f. A single story medical office building commonly known as the Clinic and its grounds, located at 265 North Binkley Street, Soldotna, Alaska, more particularly described as:

Lot 3 Peninsula Medical Center Subdivision, according to Plat No. 83-79, Kenai Recording District, Third Judicial District, State of Alaska.

g. A vacant lot located at Lot 2 Peninsula Medical Center Subdivision, according to Plat No. 83-79, Kenai Recording District, Third Judicial District, State of Alaska.

h. Such other Borough facilities, if any, as are authorized for CPGH, Inc. to lease and operate pursuant to this agreement.

The Medical Facilities include all fixtures and appurtenances thereto as of the effective date of this agreement. The Borough warrants that it has good and marketable title to the Medical Facilities leased by the Borough pursuant to this agreement, subject only to encumbrances of record prior to the effective date of this agreement.

2. All remaining terms and conditions of the Lease and Operating Agreement shall remain in full force and effect.

KENAI PENINSULA BOROUGH

CENTRAL PENINSULA GENERAL
HOSPITAL, INC.

David R. Carey
Borough Mayor

Thomas R. Boedeker
CPGH, Inc. Board President

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Borough Clerk

Board Secretary

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by David R. Carey, Mayor of Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by Thomas R. Boedeker, President, Central Peninsula General Hospital, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____