



Kenai Peninsula Borough

Planning Department
Land Management Division
144 North Binkley, Soldotna, AK 99669
(907) 714.2200 Fax (907) 262.8618

MEMORANDUM

TO: Gary Superman, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Dale Bagley, Mayor
^{mb} Max Best, Planning Director
^{P.O.} Paul C. Ostrander, Land Management Officer

FROM: ^{ma} Marcus A. Mueller, Land Management Agent

DATE: September 20, 2005

SUBJECT: Resolution 2005-085: Draft Lease Amendment (Lease Extension Agreement)

Agenda Item P.2.c
Committee Lands
Page Number 105

Please find enclosed for informational purposes a draft lease amendment prepared by the City of Homer for the purpose of extending the lease of Tract A South Peninsula Hospital Subdivision for 36 additional years. The administration proposes to execute an agreement substantially in the form of this draft upon adoption of Resolution 2005-085.

FORM OF LEASE AMENDMENT

SECOND AMENDMENT TO LEASE AGREEMENT

BETWEEN

CITY OF HOMER AND KENAI PENINSULA BOROUGH

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made and entered into effective as of this ____ day of _____, 2005, between the **CITY OF HOMER**, a municipal corporation, 491 East Pioneer Avenue, Homer, Alaska 99603, ("**LESSOR**"), and **KENAI PENINSULA BOROUGH**, a municipal corporation, 144 North Binkley St., Soldotna, Alaska, 99669, ("**LESSEE**"), and affects that Lease of Homer Hospital entered into between the parties on November 10, 1969, recorded beginning at Book 56, Page 61, Homer Recording District; as amended in 1999 by an instrument entitled Amendment to Lease Between City of Homer and Kenai Peninsula Borough, recorded beginning at Book 289, Page 305, Homer Recording District (collectively referred to as the "Lease").

This instrument affects the following property located in the City of Homer, Homer Recording District, State of Alaska:

Tract A, South Peninsula Hospital Subdivision, filed as plat No. 98-4.

AGREEMENT

LESSOR and LESSEE agree as follows:

1. Extension of Term

The term of the Lease is extended for an additional 36 years, to end on June 30, 2060.

2. Lease Remains in Effect.

Every other provision of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed as of the day and year first above written.

**LESSOR:
CITY OF HOMER**

NOT FOR EXECUTION

By: _____
Walt Wrede, City Manager

**LESSEE:
KENAI PENINSULA BOROUGH**

NOT FOR EXECUTION

By: _____
Dale Bagley, Mayor

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2005, by Walt Wrede, City Manager of the City of Homer, on behalf of the City of Homer.

Mary Calhoun, AAE/CMC,
Homer City Clerk
My Term Expires: with office .

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____,
2005, by Dale Bagley, Mayor of the Kenai Peninsula Borough, on behalf of the Kenai
Peninsula Borough.

Notary Public in and for Alaska
My Commission Expires: _____

Return to:

City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603