

27-0221



2005-000556-0

Recording Dist: 320 - Iliamna
2/24/2005 10:32 AM Pages: 1 of 5

A
L
A
S
K
A



STATE OF ALASKA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
MUNICIPAL TRUST LAND PUBLIC FACILITIES
LEASE AMENDMENT No. 1

cc

This lease amendment is made pursuant to paragraph number 23 of the Clinic/Community Hall Lease dated February 29, 1988, recorded in the Iliamna Recording District, State of Alaska on March 16 1988 at Book 16, Pages 202 through 208 which was entered into by and between the State of Alaska, Department of Community and Regional Affairs (now Community and Economic Development), as trustee for any future city in Igiugig the lessor, whose address is 550 W. 7th Avenue, Suite 1770, Anchorage, Alaska 99501-3510, and the traditional Village Council for the Village of Igiugig, known as the Igiugig Village Council, the lessee. The mailing address of the lessee is P.O. Box 4008 Igiugig, AK 99613.

The parties agree to amend said lease by deleting numbered Sections, 1 Land, 3 Term and 25 Effective Date and inserting therein the following:

1. Land: The lessor in consideration of the mutual agreements and covenants contained herein does hereby lease to the lessee the exclusive right to construct, operate, and maintain a Community Hall/Clinic on the following real property (referred to as "the land") which is located in Igiugig, Alaska;

The surface estate of that certain real property located in Igiugig, Alaska which is more particularly identified in Appendix A (revised from the original lease property plan and attached to this lease amendment).

3. Term: The Term of this lease is for 30 years commencing on Feb. 22, 2005, 20__ and ending on midnight on Feb. 22, 2035 unless sooner terminated as provided in this lease.
25. Effective Date: The effective date of this lease amendment will be the date that both parties sign this amendment.

The parties further agree that:

1. All other provisions of the aforementioned community hall/clinic lease remain in full force and effect.
2. This amendment sets forth all terms, conditions and agreements of the parties and supercedes any previous understanding or agreements regarding the provisions contained in this amendment whether oral or written. No modification of this amendment or the aforementioned lease is effective unless in writing and signed by both parties.
3. The effective date of the amendment will be Feb. 22, 2005, the date that this amendment has been signed by both parties.

BY SIGNING THIS LEASE AMENDMENT, the State of Alaska, as lessor, and the lessee, agree to be bound by the provisions as set out above.

Attachments Appendix A: Property Plan (revised from original lease to reflect the new boundaries)

Lessee:

Igiugig Village Council
P.O. Box 4008
Igiugig, AK 99613

By: Michael Andrew Jr
President or Chief

ACKNOWLEDGEMENT

STATE OF ALASKA)
Iliamna Recording District)ss.
3rd Judicial District)

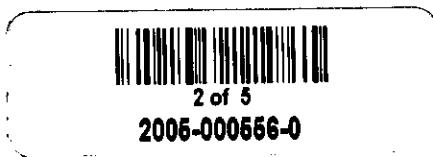
This is to certify that on March 31, 2003, before me appeared Michael Andrew Jr. known by me to be the, President, (President or Chief) of the Igiugig Village Council who is authorized to sign this LEASE AMENDMENT by the Igiugig Village Council as shown by the attached resolution, and who executed this LEASE and acknowledged voluntarily signing it on behalf of the Igiugig Village Council as lessee.

(SEAL)



Kevin M. Olympia
Notary Public for Alaska

My commission expires: 01/04



Lessor:
STATE OF ALASKA

Department of Community and Economic
Development as Trustee for any future city
established in the Native village of Igiugig.

By: *Michael Black*
Municipal Land Trust Officer

ACKNOWLEDGEMENT

STATE OF ALASKA)
Iliamna Recording District)ss.
3rd Judicial District)

THIS IS TO CERTIFY that on the 22nd day of February, 2008⁵, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally came Michael Black, Municipal Land Trust Officer acting under delegation of authority for the Commissioner of the Department of Community and Economic Development, for and on behalf of the STATE OF ALASKA as trustee for any municipal corporation which may be established in the future at Igiugig, Alaska and acknowledged that this LEASE AMENDMENT was signed and sealed on behalf of the STATE OF ALASKA by proper authority delegated and vested in himself, and acknowledged further said instrument to be the free act and deed of said STATE OF ALASKA.

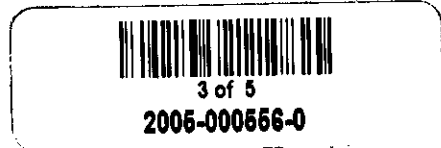
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Keith R. Jost
Notary Public for Alaska
My Commission expires: 6-29-07

Please return the original recorded document to:

Municipal Land Trust Officer
Department of Commerce, Community
and Economic Development
Division of Community Advocacy
550 W. 7th Avenue, Suite 1770
Anchorage, AK 99501-3510
Attention: Keith Jost



27-0221

APPENDIX A

LEGAL DESCRIPTION
CLINIC/COMMUNITY HALL LEASE

The surface estate of that certain real property located in Township 10 South, Range 39 West, Seward Meridian, Alaska, being situated in the vicinity of the village of Igiugig within the Iliamna Recording District, 3rd Judicial District, State of Alaska, more particularly described as;

Tract H-3 of the Igiugig Community Facilities Subdivision recorded in the Iliamna Recording District as plat 2004-9 on December 29, 2004. Containing .073 acres more or less.



4 of 5

2006-000556-0

Igiugig Village Council
Resolution 03-13

WHEREAS, the surveying and re-plating of land adjacent to the Igiugig Community Hall/Clinic site and the Igiugig Village Council's recommendation to extend the length of the lease of said site (a lease of ANCSA 14(c)(3) land) make it desirable to amend Community Hall/Clinic lease, to set out a larger parcel of land for community use by the Igiugig Village Council and to provide a longer period of use so as to qualify for the funding of community hall and clinic improvements upon the lease site land which is more particularly identified in Appendix A attached this resolution and the proposed lease amendment also attached; and

WHEREAS, AS 44.33.755 and 3 AAC 190.010 et seq. provide that the Commissioner of the Department of Community and Economic Development of the State of Alaska is designated to administer and dispose of such ANCSA 14(c)(3) lands conveyed to the State in trust, and that he may transfer an interest in such land only after obtaining the approval of an appropriate village entity; and

WHEREAS, the Igiugig Village Council is the recognized appropriate village entity to approve land transactions to be performed in trust by the Commissioner of the Department of Community and Economic Development pursuant to AS 44.33.755 and 3 AAC 190.110 and .430 and has been consulted with reference to the proposed lease; and

WHEREAS, the Commissioner of the Department of Community and Economic Development proposes to issue a lease amendment to the Igiugig Village Council, for the lands identified in Appendix A of the attached lease amendment; and

WHEREAS, the Igiugig Village Council has also reviewed and discussed the proposal that the fair market value for this disposal of an interest in municipal trust land be waived as provided in 3 AAC 190.450-.460.

NOW THEREFORE BE IT RESOLVED that the Igiugig Village Council approves of the attached lease amendment and lease term (30 years) and recommends the Commissioner of the Department of Community and Economic Development issue the lease amendment to the Igiugig Village Council, as to the lands identified in Appendix A of the attached lease amendment; and

BE IT FURTHER RESOLVED by the Igiugig Village Council that it approves of the waiver of the fair market value requirement for this disposal of an interest in municipal trust land.

ADOPTED AND DATED this 30th day of MARCH 2003, at Igiugig, Alaska.

IGIUGIG VILLAGE COUNCIL

The foregoing resolution was adopted at a duly convened meeting of the Igiugig Village Council.

By: Michael Anderson
Chairman or President

Attest: Dalia Anderson
Vice Chairman or Vice President

Attachment: Lease Amendment &
Appendix A, Property Description

Date: 3/30/03

