

**THIRD AMENDMENT TO LEASE AGREEMENT**

**by and between:  
SEDGWICK COUNTY, KANSAS  
and  
KEITH BOMHOLT**

This Third Amendment to the Original Lease Agreement, and all amendments thereto, is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between Sedgwick County, Kansas ("County") and Keith Bomholt ("Landlord").

WITNESSETH:

**WHEREAS**, the parties hereto entered into a lease agreement on December 7, 2008 ("Original Lease Agreement"); and

**WHEREAS**, the parties entered into an amendment to the Original Lease Agreement on August 26, 2009 ("First Amendment"); and

**WHEREAS**, the parties entered into a second amendment on April 23, 2014 ("Second Amendment"); and

**WHEREAS**, the parties have found it necessary to make further amendments to the Original Lease Agreement and all amendments thereto.

**NOW, THEREFORE**, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto do agree the Original Lease Agreement, and all amendments thereto, shall be changed as follows:

4. **Compensation and Billing.** Landlord agrees to provide apartment units for Samaritan permanent housing project participants. County agrees to provide Landlord with monthly rent subsidies for total amount not to exceed \$51,936 per year during the term of this lease. The subsidies shall be based on a monthly rate of \$541.00 for each one-bedroom unit. County agrees that such billing will be payable on a monthly basis.

Said rent subsidies will continue in each term in the same amount as stated above, unless and until the fee structure is changed by HUD in its grant award.

All other terms and conditions of the Original Lease Agreement and all amendments thereto are retained and shall remain in full force and effect and shall govern the actions and obligations of the parties unless specifically accepted or otherwise noted above.


IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first above written.

SEDGWICK COUNTY, KANSAS:

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James M. Howell, Chairman  
Commissioner, Fifth District

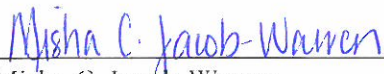
LANDLORD:



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Keith Bernholt

APPROVED AS TO FORM ONLY:



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Misha C. Jacob-Warren  
Assistant County Counselor

ATTESTED TO:

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Kelly B. Arnold  
County Clerk