

AGREEMENT NO. 93-102 (3)

**AMENDMENT NO. [3] TO
AGREEMENT NO. 93-102**

This **AMENDMENT NO. THREE (3) TO AGREEMENT NO. 93-102** is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "LESSOR"), and **ALEX GOFF**, an individual (referred to herein as "LESSEE").

R E C I T A L S

WHEREAS, on November 2, 2022, the LESSOR and LESSEE Alex Goff entered into Agreement No. 93-102(2) for Hangar A7, at LESSOR'S property located at the Bakersfield Municipal Airport, 2000 S. Union Avenue; and

WHEREAS, LESSOR has offered a one (1), five (5)- year extension to the Lease Term for Hangar A7; and

WHEREAS, LESSOR has requested to add a reversion clause regarding improvements as part of the Lease Agreement effective at termination of the Lease; and

WHEREAS, LESSEE has requested to have the first option to lease Hangar A7 from the LESSOR at a rate determined by the LESSOR at the end of the Term of the Lease; and

WHEREAS, LESSOR and LESSEE have agreed to extend the Term of Lease Agreement No. 93-102 for a one (1), five (5)-year extension and add a reversion clause to the Lease Agreement No. 93-102 for Hangar A7; and

WHEREAS, LESSOR and LESSEE have agreed to provide LESSEE with the first option to lease Hangar A7 at the end of the Term of the Lease.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and LESSEE mutually agree as follows:

1. Section 12 of Agreement No. 93-102 entitled "Removal of Improvements at Termination" is hereby amended to read as follows:
12. **REMOVAL OF IMPROVEMENTS AT TERMINATION.** At the end of the term of this Lease, or any extension, all improvements shall become the property of CITY. LESSEE in compliance with Section

21 – Assignment/Subletting will have the first option to lease the hangar from the CITY at a term and rate determined by the CITY. If LESSEE chooses not to rent the property from the CITY then LESSEE shall vacate the property, leave the Premises broom clean and in good condition excepting normal wear. LESSEE shall, at the option of CITY, remove all improvements at the end of the term if notified in writing by CITY to do so at least thirty (30) days before the end of the term.

2. Section 38 of Agreement No. 93-102 entitled "EXTENSIONS", is hereby amended to read as follows:

38. EXTENSIONS. Provided LESSEE is not in default in any of the terms, covenants and conditions of this Lease, and provided LESSOR desires to continue the use of the airport, LESSOR does hereby grant LESSEE three (3) options to renew and extend this Lease. The options shall be for three (3) five (5) year periods for a total of fifteen (15) years. After exercising all options to extend, the Lease shall expire on **May 31, 2028**. LESSEE shall exercise said options by giving LESSOR written notice of its intention do so not less than sixty (60) days, but not more than ninety (90) days, prior to the expiration of the term of this lease. All terms, covenants and conditions of this Lease, excepting the rental consideration, shall remain in full force and effect during any extension hereof. Should LESSOR decide to stop using the premises as an airport, no extension shall be granted.

3. Except as amended herein, all provisions of Agreement No. 93-102 as amended shall remain in full force and effect.

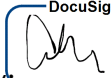
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Agreement No. 93-102 to be executed the day and year first above written.

"LESSOR"
CITY OF BAKERSFIELD

By: _____

KAREN GOH
Mayor

"LESSEE"
ALEX GOFF

DocuSigned by:

By: _____
CDA8DEA670C24E8...

Print Name: Alex Goff

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

DocuSigned by:

By: 4CF304D7FECF4B9...
GREGG STRAKALUSE
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

JHR/em