

**AN ORDINANCE BY THE CITY OF MORGANTOWN, AUTHORIZING A LEASE AGREEMENT AMENDMENT BY IT, AS LESSOR, AND THE UNITED STATES OF AMERICA, AS LESSEE, ON BEHALF OF THE TRANSPORTATION SECURITY ADMINISTRATION (TSA), AS THE SAME APPLIES TO LEASE TERM AND RENTAL PAYMENT.**

The City of Morgantown hereby ordains that its City Manager is authorized to execute the Lease Agreement Amendment, hereto attached, by and on behalf of the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

ADOPTED:

FILED:

RECORDED:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
NO.5

DATE

TO LEASE NO.  
GS-03B-03380

ADDRESS OF PREMISES  
Morgantown Municipal Airport  
100 Hart Field Road  
Morgantown, WV 26505

**THIS AGREEMENT**, made and entered into this date by and between  
Morgantown Municipal Airport  
100 Hart Field Road  
Morgantown, WV 26505

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to provide to add a renewal option to the lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is hereby amended effective upon execution as follows

A. In accordance with Part II (B. Term), written notice is hereby provided that Lease No. GS-03B-03380 is renewed for one, five-year period .

B. Part II (B. TERM) of the Lease is amended by deleting the existing text and substituting, in lieu thereof, the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1,2002 through July 31,2018, subject to termination and renewal rights as may be hereinafter set forth. The Government may terminate the lease effective at anytime by giving at least ninety (90) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination said notice be computed commencing with the day after the date of mailing. All other terms and conditions of the lease shall remain in force and effect."

C. Part II (C. RENTAL) shall be amended and the following text shall be added after the text "....prorated":

"The Government shall pay the Lessor an annual operating rent of \$33,300.85

\*Subject to escalations as outlined in Para C of Supplemental Lease Agreement Number 4

**ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.**  
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

IN PRESENCE OF (witnessed by):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

UNITED STATES OF AMERICA

BY \_\_\_\_\_  
(Signature)

Contracting Officer, GSA  
\_\_\_\_\_  
(Official title)