

RESOLUTION NO. 13621-23

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN FIRST LEASE AMENDMENT BY AND BETWEEN THE PENINSULA AIRPORT COMMISSION AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 23RD DAY OF FEBRUARY, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain First Lease Amendment by and between the Peninsula Airport Commission and the City of Newport News, Virginia, dated the 23rd day of February, 2023.
2. That a copy of the said First Lease Amendment is attached hereto and made a part hereof.
3. That this resolution shall be in effect on and after the date of its adoption, March 14, 2023.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON MARCH 14, 2023

Mabel Washington Jenkins, MMC
City Clerk

Phillip D. Jones
Mayor

A true copy, teste:

City Clerk

PENINSULA AIRPORT COMMISSION

**REGARDING CITY OF NEWPORT NEWS FIRE STATION LEASE
EXTENSION
FIRST LEASE AMENDMENT**

THIS FIRST LEASE AMENDMENT (this "Agreement") dated as of the 23rd day of February, 2023 (the "Effective Date"), by and between **PENINSULA AIRPORT COMMISSION**, a municipal corporation created by a Special Act of the General Assembly of Virginia ("Landlord"), and **CITY OF NEWPORT NEWS, VIRGINIA** a municipal corporation. ("Tenant"), provides:

WHEREAS, Landlord and Tenant are parties to an Agreement of Lease dated June 26, 2018, as supplemented and amended by that certain Lease Extension Letter Agreement dated November 23, 2020 (as supplemented and amended from time to time, the "Lease"), covering the approximately 21,590 square feet of land and a 4,600 square for building for use as the City's Fire Station 11 in Newport News, Virginia (the "Premises"), as more fully described in the Lease; and

WHEREAS, the current Lease term expires June 30, 2023; and

WHEREAS, Landlord and Tenant have agreed to amend the Lease to (i) extend the term of the Lease for two (2) years, (ii) provide both Landlord and Tenant with the right to terminate upon giving 120 days written notice to other party, (iii) set forth the rent to be paid during the Extension (as defined below), and (iv) otherwise modify the Lease as provided herein.

NOW, THEREFORE, for and in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, Landlord and Tenant hereby agree as follows:

(1) The term of the Lease is hereby extended for an additional two (2) year period, commencing July 1, 2023 and expiring June 30, 2025 (the "Extended Term"), under the same terms and conditions of the Lease, except as otherwise expressly provided for herein.

(2) Notwithstanding anything contained in the Lease to the contrary, the annual rent during the Extended Term shall be as follows:

<u>Extended Term</u>	
July 1, 2023 – June 30, 2024	\$20,700.00
July 1, 2024 – June 1, 2025	\$20,700.00

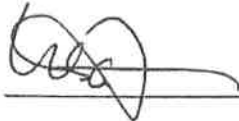
(3) Landlord and Tenant acknowledge and agree that Tenant's address (for notice purposes

under the Lease) is hereby confirmed as:

City of Newport News
2400 Washington Avenue
Newport News, VA 23607
Attn: Office of the City
Manager.


IN WITNESS WHEREOF, Landlord and Tenant have caused the execution hereof by a duly authorized party.

WITNESS:



LANDLORD:

PENINSULA AIRPORT COMMISSION


By: _____
Name: Lindsay Garney Smith
Title: Chair

WITNESS:

TENANT:

CITY OF NEWPORT NEWS

By: _____
Cynthia D. Rohlfs, City Manager