

RESOLUTION NO. 13637-23

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 SECOND MODIFICATION TO LEASE DATED APRIL 20, 1998 BY AND BETWEEN JOHN R. LAWSON (LANDLORD), CITY OF NEWPORT NEWS (TENANT) AND DRUCKER & FALK, LLC (AGENT), DATED THE 23RD DAY OF MAY, 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 Modification to Lease Dated April 20, 1998 by and between John R. Lawson (Landlord), City of Newport News (Tenant) and Drucker & Falk, LLC (Agent) dated the 23rd day of May, 2023.
2. That a copy of the said Second Modification to Lease is attached hereto and made a part hereof.
3. That this resolution shall be in effect on and after the date of its adoption, May 23, 2023.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON MAY 23, 2023

Mabel Washington Jenkins, MMC
City Clerk

Phillip D. Jones
Mayor

A true copy, teste:

City Clerk

**SECOND MODIFICATION TO LEASE DATED APRIL 20, 1998 BY AND BETWEEN
JOHN R. LAWSON (LANDLORD), CITY OF NEWPORT NEWS (TENANT) AND
DRUCKER & FALK, LLC (AGENT)**

This Modification to the Lease dated April 20, 1998 is made as of this 23rd day of May, 2023, by and between John R. Lawson (Successor to Minkoff, Powell & Crites), herein called Landlord, City of Newport News, herein called Tenant, and Drucker & Falk, LLC, herein called Agent.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and the arrangements herein contained, it is covenanted and agreed by the parties as follows:

WHEREAS, by Lease dated April 20, 1998, Landlord leased to Tenant certain premises being part of the property situated at 611 Dresden Drive, Newport News, Virginia, and more particularly described in the aforementioned Lease; and

WHEREAS, by Modification to Lease dated June 11, 2013 the parties agreed to extend the term of the Lease through June 30, 2018, along with a Renewal Option to extend the Lease for an additional period of five (5) years through June 30, 2023; and

WHEREAS, by Letter dated March 22, 2018, from the City Manager to Landlord, the City exercised its Renewal Option and the Lease was extended through June 30, 2023; and

WHEREAS, Landlord and Tenant desire to renew said Lease.

THEREFORE, Landlord and Tenant mutually agree to extend the Lease under the following conditions:

FIRST: The renewal Term will be for a period of five (5) years commencing July 1, 2023 and continuing through June 30, 2028. Landlord and Tenant mutually agree to modify the base rent structure as follows:

<u>Period</u>	<u>Monthly Rent</u>	<u>Period Total</u>
July 1, 2023 – June 30, 2028	\$6,666.67	\$400,000.00

The total base rent payable over the Renewal Term is Four Hundred Thousand Dollars and 00/100 (\$400,000.00).

SECOND: Tenant shall have two three-year renewal options. To exercise said Option(s), Tenant must provide written notice to Landlord by February 28 prior to the end of the then current Term. Base rent for the renewal options are as follows:

<u>Period</u>	<u>Monthly Rent</u>	<u>Period Total</u>
July 1, 2028 – June 30, 2031	\$7,000.00	\$252,000.00

The total base rent payable over the First Option period is Two Hundred Fifty Two Thousand Dollars and 00/100 (\$252,000.00).

July 1, 2031 – June 30, 2034	\$7,333.33	\$264,000.00
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The total base rent payable over the Second Option period is Two Hundred Sixty Four Thousand Dollars and 00/100 (\$264,000.00).

**SECOND MODIFICATION TO LEASE DATED APRIL 20, 1998 BY AND BETWEEN
JOHN R. LAWSON (LANDLORD), CITY OF NEWPORT NEWS (TENANT) AND
DRUCKER & FALK, LLC (AGENT)**

This Second Modification dated May 23, 2023 is hereby made a part of the Lease dated April 20, 1998, as Modified on June 11, 2013, and is incorporated and made a part thereof except so much as to be inconsistent with the provisions herein.

Should you have any questions prior to signing this Second Modification, please consult an attorney.

LANDLORD: JOHN R. LAWSON

By: _____
(Date)

TENANT: CITY OF NEWPORT NEWS

By: _____
City Manager (Date)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

AGENT: DRUCKER & FALK, LLC

By: _____
Michael Shapiro
Director, Commercial Sales and Leasing