

ORDINANCE NO. 6644-09

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACTING CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN AMENDMENT NO. 15 TO A LEASE FOR A PORTION OF THE FORMER JACKSON SCHOOL SITE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND NORTHROP GRUMMAN SHIPBUILDING, INC., F/K/A NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY DATED THE 8TH DAY OF DECEMBER, 2009.

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

1. That it hereby authorizes and directs the Acting City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Amendment No. 15 to a Lease for a portion of the former Jackson School Site by and between the City of Newport News, Virginia, and Northrop Grumman Shipbuilding, Inc., f/k/a Newport News Shipbuilding and Dry Dock Company dated the 8th day of December, 2009.

2. That a copy of the said Amendment is attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON DECEMBER 8, 2009

Mabel Washington Jenkins, CMC
City Clerk

Joe S. Frank
Mayor

A true copy, teste:

City Clerk

AMENDMENT NO. 15

THIS AMENDMENT NO. 15, dated December 8, 2009, to that certain Lease dated December 13, 1994 (the "Lease"), by and between **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, hereinafter called "City" and **NORTHROP GRUMMAN SHIPBUILDING, INC., f/k/a NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY**, hereinafter called "Lessee."

WHEREAS, the parties to this Amendment No. 15 have heretofore entered into the Lease for a portion of the former Jackson School site; and

WHEREAS, the parties desire to extend the term of the said Lease for one year and to increase the amount of the rent.

NOW, THEREFORE, it is understood and agreed by the parties hereto that the Lease shall be amended as follows:

1. The term of the Lease between the parties for a portion of the former Jackson School site, dated December 13, 1994, and previously extended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10, Amendment No. 11, Amendment No. 12, Amendment No. 13 and Amendment No. 14 to said Lease, is hereby extended for one year commencing on January 1, 2010.

2. Effective January 1, 2010, the Lessee shall pay to the City for the use and occupancy of the leased premises an annual rent of One Hundred Twenty-Four Thousand Six Hundred Thirty-Seven and 57/100 Dollars (\$124,637.57).

3. All other terms and conditions of said Lease, except as herein specifically amended, shall remain in full force and effect.

WITNESS the following signatures and seals:

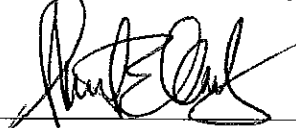
CITY OF NEWPORT NEWS, VIRGINIA

By: _____
Acting City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

**NORTHROP GRUMMAN
SHIPBUILDING, INC., f/k/a NEWPORT
NEWS SHIPBUILDING AND DRY DOCK
COMPANY**

By: _____

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