

RESOLUTION NO. 11653-08

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 AMENDMENT TO LEASE BY AND AMONG DCD - EC 1000, L.L.C., THE CITY OF NEWPORT NEWS, VIRGINIA, AND HAMNER DEVELOPMENT COMPANY DATED THE 5TH DAY OF MAY, 2008, FOR OFFICE SPACE LOCATED AT 739 THIMBLE SHOALS BOULEVARD, SUITE 1009, FOR THE VIRGINIA COOPERATIVE EXTENSION AGENCY.

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 Amendment to Lease by and among DCD - EC 1000, L.L.C., the City of Newport News, Virginia and Hamner Development Company dated the 5th day of May, 2008, for office space located at 739 Thimble Shoals Boulevard, Suite 1009, for the Virginia Cooperative Extension Agency.

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 JULY 8, 2008

Mabel V. Washington, CMC
City Clerk

Joe S. Frank
Mayor

A true copy, teste:

City Clerk

FIRST AMENDMENT TO LEASE

This **FIRST AMENDMENT TO LEASE** is made this 5th day of May 2008, by and between **DCD - EC 1000, L. L. C.**, a Virginia limited liability company (hereinafter called "Landlord"), **CITY OF NEWPORT NEWS, VIRGINIA** for the **VIRGINIA COOPERATIVE EXTENSION AGENCY** (hereinafter called "Tenant"), and **HAMNER DEVELOPMENT COMPANY**, a Virginia corporation (hereinafter called "Agent").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a Lease Agreement, dated September 9, 2003 (hereinafter called the "Lease").

WHEREAS, Landlord and Tenant now desire to extend the term of Lease Agreement and make certain tenant improvements to suite;

NOW, THEREFORE, in consideration of the mutual undertakings and promises herein contained, the parties agree as follows:

1. **TERM:**
 - a) The term of the Lease shall be extended for a five (5) year term, commencing on October 1, 2008 and expiring on the last day of September 2013.
 - b) Provided that the tenant is not in default of any of the Terms of the Lease Agreement, the term of this Lease shall automatically renew for one (1) additional period of five (5) years unless either party gives a written notice to the other at least one hundred twenty (120) days prior to the expiration of the then current lease term that this Lease is to terminate upon such expiration.

2. **RENT:** Effective October 1, 2008, Tenant shall pay to Landlord annual rent in the amount SEVENTY THOUSAND THREE HUNDRED NINETY FOUR AND 60/100 DOLLARS (\$70,394.60), payable in equal monthly installments of FIVE THOUSAND EIGHT HUNDRED SIXTY SIX AND 22/100 DOLLARS (\$5,866.22).

3. **RENT ESCALATIONS:** During each year of the lease term or any renewal term the annual rental due as provided herein shall increase by an amount computed by multiplying the base rent by three percent (3%). As this computation is performed each year to determine rent, the realized new computation shall be considered the base rent for the following year.

4. **TENANT IMPROVEMENTS:** The following work shall be performed by Landlord:
 - A) Furnish and install new carpet in areas shown on Exhibit A which is attached hereto
 - B) New paint in areas shown on Exhibit B which is attached hereto
 - C) Furnish and install automatic door opener at entrance of suite
 - D) Misc. electrical work
 - E) Furnish and install dishwasher in place of icemaker
 - All tenant improvements will be performed during regular business hours.
 - Tenant is responsible for removing all personal belongings, files, files from file cabinets, books, computers, desks, workstations and all boxes prior to beginning work.
 - All wall hangings must be removed from walls by tenant prior to beginning work.

All other terms and conditions of the Lease shall remain in full force and effect.

AGREED & ACCEPTED

LANDLORD: **DCD – EC 1000 L.L.C.**
a Virginia limited liability company

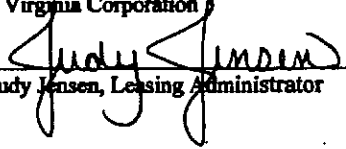
BY: _____
Joseph C. Ritchie, Member

BY: _____
William W. Hamner, Member

TENANT: **CITY OF NEWPORT NEWS for VIRGINIA
COOPERATIVE EXTENSION AGENCY**

BY: _____
City Manager

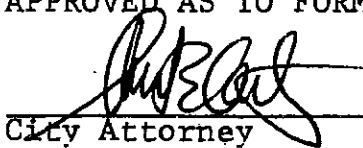
AGENT: **HAMNER DEVELOPMENT COMPANY**
a Virginia Corporation

BY: 
Judy Jensen, Leasing Administrator

ATTEST:

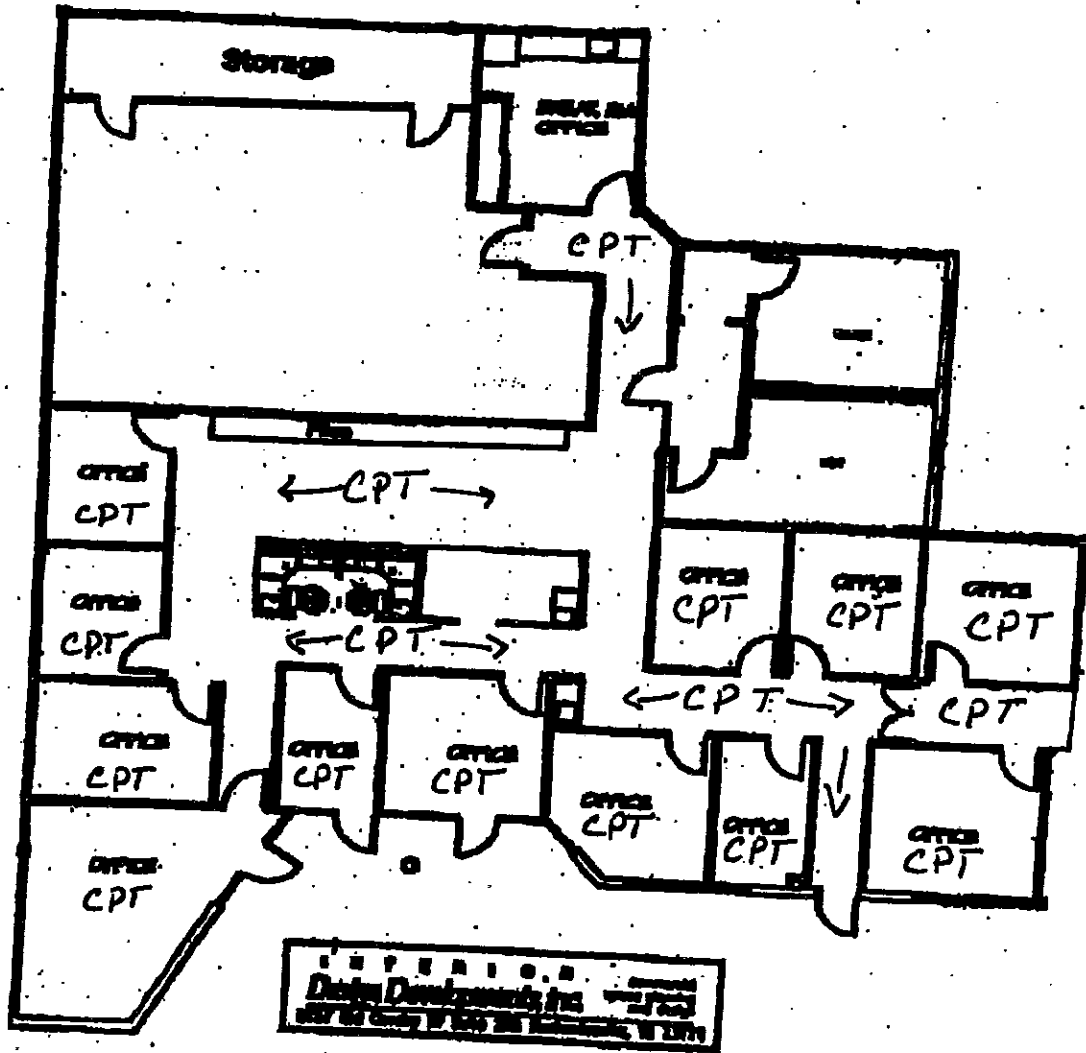
City Clerk

APPROVED AS TO FORM:



City Attorney

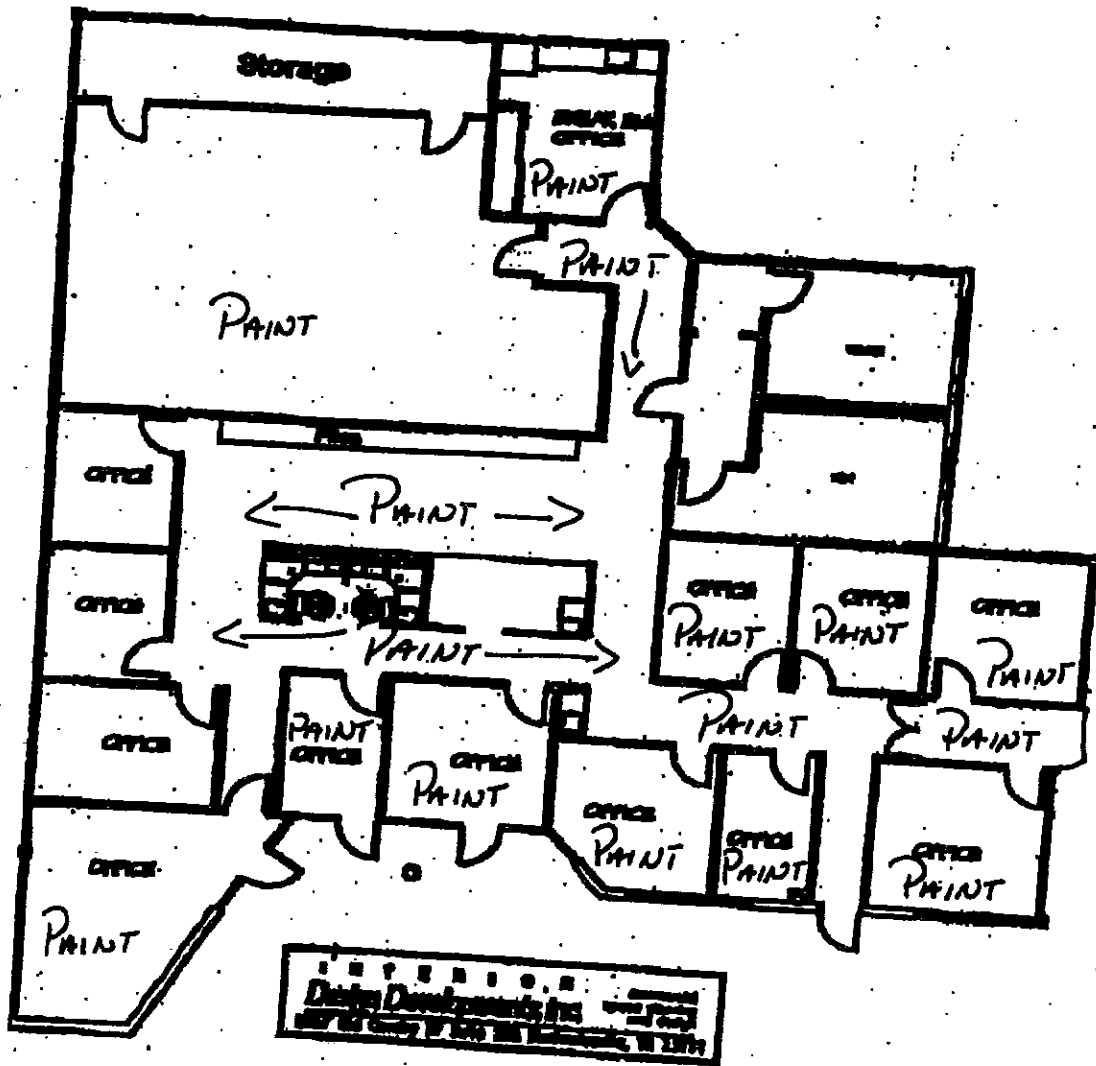
Exhibit A



Executive Center
Suite 1009
4,671 Square Feet

" CPT = CARPET "

Exhibit B



Executive Center
Suite 1009
4,671 Square Feet