

**ORDINANCE NO. 7607-20**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, APPROVING AN ASSIGNMENT OF PARCEL 4, NEWPORT NEWS SEAFOOD INDUSTRIAL PARK FROM CASEY'S SEAFOOD, INC. TO RDM CORPORATION OF SUFFOLK.**

WHEREAS, by lease dated March 1, 1990 (the "Lease"), the City of Newport News ("City") leased to **JAMES R. CASEY & LYNDA S. CASEY** Newport News Seafood Industrial Park (the NNSIP) Parcel 4; and

WHEREAS, by Resolution No. 7331-93, the City approved of an assignment of the Lease from **JAMES R. CASEY & LYNDA S. CASEY** to **CASEY'S SEAFOOD, INC.** ("Lessee"); and

WHEREAS, in 2005, the Lease was renewed for a term to expire on November 14, 2025; and

WHEREAS, pursuant to paragraph 4 of the Lease, Lessee has requested permission from the City to assign the Lease to **RDM CORPORATION OF SUFFOLK** ("Assignee"); and

WHEREAS, the City agrees to approve the assignment of the Lease subject to certain terms and conditions.

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

That, notwithstanding any provision of the assignment, or any other contract between Lessee and Assignee, it hereby approves of an assignment of NNSIP Parcel 4 (the Assignment), from Lessee to Assignee only under the following conditions:

1. Assignee must agree to all of the conditions contained in the Lease and this permission to assign; and forever waives its and its successors' rights to object to the terms of the Lease, or amendments thereto, and the conditions contained herein.
2. Lessee shall continue to be subject to the terms of the Lease with respect to Parcel 4 in the NNSIP, in all respects and manner related thereto.
3. Termination of the Lease for any reason shall also terminate this approval to assign unless the City, in its sole discretion, agrees otherwise.
4. Assignee shall keep continuously in force insurance coverage at least to the extent required by the Lease and shall name the City of Newport News, Virginia, as an additional insured thereon.

5. Assignee may use the subject premises only for the purposes and activities provided for in the Lease.

6. This approval to assign shall inure only to the benefit of **RDM CORPORATION OF SUFFOLK**, as Assignee. No permission is given, whether expressly or by implication, to further assign, sublet or sell the Lease or the improvements on the subject premises without further approval of City Council. This condition specifically includes the purchase of Assignee, or a controlling interest therein, by a person or entity not presently in control of the Assignee.

7. This approval is further subject to the agreement by Assignee that it will enter into amendments to the Lease to reflect the provisions of the current Newport News Seafood Industrial Park Master Lease and future modifications thereof so long as such changes would not materially or adversely affect Assignee's operations, business or use of the leased premises.

8. Lessee and Assignee must execute an assignment document, or other appropriate document, as evidence of their approval of the Assignment. A true copy of the assignment document and any attachments, and any amendments thereto, shall be delivered to the Newport News Seafood Industrial Park Harbor Master at the following address:

Harbor Master  
Newport News Seafood Industrial Park  
2400 Washington Avenue  
Newport News, VA 23607

9. The breach by Assignee of any of the terms or conditions of the Lease, or any amendments thereto, or the conditions of this approval to assign, shall be an event of substantial default and shall subject this approval to assign to revocation and the Lease to termination, in the sole discretion of the Council of the City of Newport News upon notice by mail, or delivery thereof, to Assignee at the following address; it being the responsibility of Assignee to notify the Harbor Master in writing of any change in address:

RDM Corporation of Suffolk  
807 Jefferson Avenue  
Newport News, VA 23607

10. All delinquent rents owed by the Lessee, taxes, licenses, fees and other city code violations, if any, associated with Parcel 4 in the NNSIP must be satisfied or otherwise resolved to the City's satisfaction prior to the date provided in paragraph 15 hereof.

11. Entry upon and utilization of Parcel 4 of the NNSIP by Assignee shall be deemed conclusive evidence of its acceptance of the terms of the Lease and the Assignment, as well as the terms of this ordinance approving the assignment from Lessee to Assignee.

12. The Assignee agrees to defend, indemnify and hold the City harmless from any

damages of whatsoever nature that may result from the storage or transportation of hazardous matter or materials, as defined in the Lease, on or over Parcel 4 of the NNSIP by Assignee, its employees, servants, agents or invitees.

13. The Assignee's president, Raul David Moreno, shall execute a personal guarantee to be effective for three years from the date of the Assignment.

14. That the City Manager be and is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest, on behalf of the City of Newport News, any documents relating to this assignment. All documents shall first be reviewed and approved by the City Attorney as being consistent with this authorization.

15. All conditions contained herein must be satisfied, certified or assumed on or before close of business on June 1, 2020. In the event all conditions are not satisfied, certified or assumed on or before close of business on June 1, 2020, this ordinance, and the approvals contained herein shall lapse, have no further force or effect and shall be withdrawn by operation of law; no further action to withdraw shall be necessary.

16. That this ordinance shall be in effect on and after the date of its adoption, February 11, 2020.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON FEBRUARY 11, 2020

Mabel Washington Jenkins, MMC  
City Clerk

McKinley L. Price, DDS  
Mayor

A true copy, teste:

City Clerk