

**PORT OF NEWPORT
RESOLUTION 2020-18**

A RESOLUTION AUTHORIZING A LEASE AMENDMENT WITH RONDYS, INC.

WHEREAS on June 25, 2019 the Port of Newport entered into a Lease with Rondys, Inc. (Lessor) for use of portions of Lessor's property (Premises) for gear storage at the International Terminal; and

WHEREAS the Term of the Lease was set to expire on June 24, 2020; and

WHEREAS the Port wishes to continue to lease the Premises until a designated portion of Port's property is paved.

NOW THEREFORE, THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

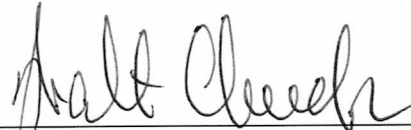
The General Manager is authorized to execute the Lease Amendment with Rondys, Inc. as presented, which includes a holdover provision.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 15th day of December, 2020.

ATTEST:

james m burke Digitally signed by james m burke
Date: 2020.12.18 08:31:03 -08'00'

James Burke, President



Walter Chuck, Secretary

LEASE AMENDMENT

This Lease Amendment is made on _____, 2020 and executed by Rondys, Inc. (“Lessor”) and the Port of Newport, a municipal corporation of the State of Oregon (the “Lessee”).

RECITALS

On June 25, 2019, Lessor and Lessee entered into a Lease where Lessee leased from Lessor portions of a real estate property located in Lincoln County, Oregon known as Tax Lot 100 of Lincoln County Tax Map 11-11-9-D.

The Term of the Lease was set to expire on June 24, 2020.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A new Section shall be added to the Lease as follows:

“SECTION 2.1 - **Holdover** - If Lessee does not vacate the Premises at the time required (upon expiration or termination of the Lease), Lessor shall have the option to treat Lessee as a tenant from month to month and Lessee shall continue to pay Rent as scheduled, as a “Holdover Tenant,” subject to all the provisions of this Lease except the provisions for term. The holdover tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor or Lessee given not less than 30 days prior to the termination date, which shall be specified in the notice.

Except as expressly modified by this Lease Amendment, all other provisions of the Lease remain in full force and effect as written.

In witness, Lessor and Lessee have executed the Lease Amendment as of the day, month and year first written above.

LESSOR: Rondys, Inc.

LESSEE: Port of Newport

By: Evan Hall, President

By: Paula J. Miranda, General Manager